AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MARCH 23, 2026 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Designate April as Water Conservation Month

3. PRESENTATIONS:

A. Lake-Sumter MPO Update on Local Roads and Intersections

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held March 9, 2026

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Estep Construction, Inc. for a sidewalk construction project; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, establishing the venue area for the Annual Leesburg Bikefest event, taking place April 24-26, 2026; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Early Learning Coalition of Lake County, Inc (ELCLC) for the installation of a Born Learning Trail at Berry Park; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a satisfaction of mortgage for property donated to Andre Graham at 106 Oak Street through the Infill Housing Program; and providing an effective date.**

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a satisfaction of mortgage for property donated to Richard Handford at 2355 Mispah Avenue through the Infill Housing Program; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an aeronautical lease agreement, with Aerostat, Inc., for property located at 8830 Airport Boulevard, Leesburg, Florida, 34788, at the Leesburg International Airport; and providing an effective date.**

6. **City Commission approval of the budget calendar for Fiscal Year 2026-27, which includes dates for Commission workshops.**

7. **Resolution of the City Commission of the City of Leesburg, Florida, establishing rental rates for Sports Complexes throughout Leesburg; and providing an effective date.**

8. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Silver Lake Commons, LLC, joined by United Community Bank; and providing an effective date.**

9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Road Transfer Agreement between the City of Leesburg and Lake County; and providing an effective date.**

10. **Resolution of the City Commission of the City of Leesburg, Florida, waiving and releasing a code enforcement fine and lien against the property located at 1215 W. Dixie Avenue, Leesburg, Florida 34748 (Alternate Key Number 1653916), owned by Robert G. Hicks, Trustee; authorizing execution of any documents necessary to release the fine and lien; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

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

A. SECOND READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 25.07 +/- acres; and being generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, lying in Section 20, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Lake Margaretta Phase 2 ANNX).**

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain real property consisting of approximately 25.07 +/- acres; and being generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, lying in Section 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta Phase 2 SSCP)**

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

an effective date. (Lake Margaretta Phase 2 PUD)

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 202.6 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (Lake Bright-Brighurst ANNX)**

5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 202.6 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst LSCP)**

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

7. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 9.26 +/- acres; and being generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (Cronin-Dewey Robbins Residential ANNX).**

8. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 9.26 +/- acres from Lake**

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

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

B. FIRST READING OF ORDINANCES:

1. An Ordinance of the City of Leesburg, Florida, amending Chapter 4 "Aircraft and Airports", Article II "Standards for Operators and Airport Tenants", SEC. 4-19(C) "Leases" of the Code of Ordinances to authorized approval of standard lease forms and rent rates for certain airport rentals and to authorize execution of standard lease forms by the City Manager; providing for inclusion in the Code of Ordinances; providing for severability and conflicts; and providing for an effective date.

C. NON-ROUTINE ITEMS:

1. None

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

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

THE MEETING.

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

AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MARCH 9, 2026 5:30 PM

1. CALL TO ORDER

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

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

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

Five Years: Ashley Adams, Police; and Stephanie Pastrana, Police
Ten Years: Kandi Harper, Planning & Zoning
Twenty Years: Nathan Barlow, Fire; and Antonio Quiles, Public Works
Twenty-Five Years: Rodney Hogan, Public Works; and Angela Smith, Finance
Thirty Years: Lisa Carter, Police; and Alden "Al" Purvis, Public Works
Thirty-Five Years: Ronald Hancock, Electric

Human Resource Director (HRD) Melissa Arriaga and **CM Minner** recognized each employee for their years of service and presented them with their service award.

4. PUBLIC COMMENTS:

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

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

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held February 23, 2026

B. PURCHASING ITEMS:

1. Purchase request by the Public Works Fleet Department for the purchase of two (2) new 2026 GMC Sierra 2500 4WD Crew Cab Pro Vehicles from Carl Black of Orlando, LLC for the total purchase cost of $127,099.88.

2. Purchase request by the Recreation Department for the purchase of one (1) scoreboard from Varsity Scoreboards for the total purchase cost of $128,627.00.

3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Services Agreement with Built Rite Refuse Equipment, LLC for the delivery of Open Top Roll-Off Metal containers to support the City's Solid Waste Department; and providing an effective date.

ADOPTED RESOLUTION 12,200

4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Disposal Services Agreement with Reworld Lake II, Inc. for the disposal of the City's solid waste; and providing an effective date.

ADOPTED RESOLUTION 12,201

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida Establishing a rent increase for the Mispah Simmons Apartment Complex; and providing an effective date.

ADOPTED RESOLUTION 12,202

2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Joe Douglas Canfield and Misty R. Canfield for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

ADOPTED RESOLUTION 12,204

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
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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 Watson had nothing this evening.

9. CITY MANAGER ITEMS:

CM Minner stated he had just a few. This evening's meeting was kind of light, do not think the next one will be. Said he normally does not recognize this, but there were a lot of heavy hitters, and no disrespect to any other employees, but he thinks this is the first time we have recognized so many 30-year and 25-year anniversaries in one sitting. And some of those folks who came up are really the heartbeat of what we do, from Al Purvis making water and the other guys, so it was a good deal to see some of that. He really appreciates that, and you see the long tenure and the commitment of the team we have. So very appreciative of that. In his other news, he just wanted to bring to your attention that we were doing an inspection of the Mote Morris house, and it has termite issues. Cliff and his team have that taken care of, about 10 grand, and it will require a tent. He does not have all the details. Cliff gave him the debrief on that late this afternoon, so, as he gets more information, it will be in the normal reports.

10. ROLL CALL:

Commissioner Connell had nothing.

Commissioner Burry had no comments.

Commissioner Reisman said he had just a couple of things. This Saturday and Sunday is the Leesburg Arts Festival downtown, next Thursday is the Chamber Breakfast and then the 20th is movie night at Pat Thomas. Also, that Saturday is Blooms and Brews downtown with special events. There is a lot happening in the city with our fun events.

Mayor Berry stated that on behalf of her mother, she asked that I should say Thank You to the city commissioners and all the team that came out to celebrate her, acknowledging her, and the way that it was done. Our family truly appreciates it and it was a fun time. Thank You.

11. ADJOURN:

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

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

With a motion by Commissioner Reisman and a second by Commissioner Burry, the meeting adjourned at 5:40 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: March 23, 2026

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Estep Construction, Inc. for a sidewalk construction project; and providing an effective date.

Staff Recommendation:
Staff recommends award of Invitation for Bid (IFB) 26-005-HG to Estep Construction, Inc. and approval of the Resolution authorizing the Services Agreement for an amount of $109,040.00.

Analysis:

The City remains committed to identifying and implementing improvements that strengthen neighborhoods and enhance residents' quality of life. This project consists of the construction of an ADA-compliant sidewalk along the west side of Beecher Street and Tuskegee Street. The proposed improvements will enhance pedestrian safety and accessibility for residents and visitors and support the City of Leesburg's ongoing commitment to public safety and mobility.

Funding for this project will be partially provided through a Community Development Block Grant (CDBG).

Procurement Analysis:
On February 19, 2026, the Procurement Division opened and publicly read aloud submittals for Invitation for Bid (IFB) No. 26-005-HG, Beecher Street Sidewalk Project (CDBG). Procurement reviewed submittals for responsiveness. Staff from the Housing Department and Public Works reviewed the submittals for conformance to the requirements of this solicitation and determined Estep Construction, Inc. as the lowest, responsible, and qualified bidder. The Summary of Bid is provided:

SUMMARY OF BIDS

Vendor	Bid Amount
Estep Construction, Inc.	$109,040.00
Dale Beasley Construction	$148,265.44
Bulldog Sitework, LLC	$153,869.87
Universal Contracting & Construction, Inc.	$187,010.00
Cathcart Construction Company – Florida, LLC	$227,950.00
Hartman Civil Construction Co., Inc.	$243,780.00
W T Comp, Inc.	Non-Responsive

Information:
Document Takers (#): 79. Submittals Received (#): 7.

Options:
1. Approve award of IFB 26-005-HG and approval of the resolution authorizing execution of the agreement with Estep Construction, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The current Carver Heights CRA budget has funds for this improvement.

Account No.	017-6190-559-6310
Project No.	170001
WF No.	WF1680568 / 1, WF 1680574/1
Requisition	58064, 58067
Budget	$109,040.00
Available	$109,040.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH ESTEP CONSTRUCTION, INC. FOR A SIDEWALK CONSTRUCTION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Estep Construction, Inc., whose address is 1144 Ocoee-Apopka Road, Apopka, Florida 32703, for sidewalk construction services (IFB 26-005-HG).

THAT this resolution shall become effective immediately.

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

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT
Contract No. AB26005
BEECHER STREET SIDEWALK PROJECT (CDBG)

THIS AGREEMENT is made as of the 23rd day of March in the year 2026, between **The City of Leesburg**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **Estep Construction, Inc.** whose address is 1144 Ocoee-Apopka Road, Apopka, FL 32703 (hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Invitation for Bid (IFB) 26-005-HG, Beecher Street Sidewalk Project CDBG Federal Grant; and
   c. CONTRACTOR response to IFB 26-005-HG included as Exhibit 'A'; and
   d. All addenda; and
   e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services**. The CONTRACTOR shall furnish the following services generally described as the **"Beecher Street Sidewalk Project (CDBG)"** to the CITY as listed in Invitation for Bid 26-010-HG. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$109,040.00.** The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

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

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

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **SIXTY DAYS (60) DAYS** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

   If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of **NINE HUNDRED AND FOUR DOLLARS ($904)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The value of Liquidated Damage in dollars per calendar day, will be established by the prevailing FDOT Standard Specification for Road and Bridge Construction, Section 8-10. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

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

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

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

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

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

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

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

of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

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

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

13. **Insurance Requirements.**

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

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

ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
   i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
   ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Procurement Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
   iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
   iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
   v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
   vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive

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

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

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

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

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

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

under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

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

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

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

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

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

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

20. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

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

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

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

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

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

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

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

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

28. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR:

Estep Construction, Inc.
Jeffrey R. Estep, President
1144 Ocoee-Apopka Road
Apopka, FL 32703
407-410-1729
jeff@estepconstruction.com

If to City of Leesburg:

City of Leesburg
Hosea Goodwyn, Procurement Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
hosea.goodwyn@leesburgflorida.gov

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

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

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

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

33. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

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

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

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

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

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

with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

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

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

[*Signature page follows.*]

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

ESTEP CONSTRUCTION, INC.

By: _____

Printed: Jeffrey R. Estep

Its: President
(Title)

CITY OF LEESBURG, FLORIDA

_____
Allyson E. Berry, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Watson, City Attorney

Exhibit 'A'

NAME OF FIRM: ESTEP CONSTRUCTION, INC.

IFB 26-005-HG ATTACHMENT C- REVISED ITEMIZED PRICE SCHEDULE

Date: 1/28/2026

Project Name: Belcher Street Sidewalk Project (CDBG)

A - Belcher Street West Right-of-Way						
Item	Description	Quantity	Unit	Unit Price		Amount
1	Mobilization	1	LS	5,000.00	$	5,000.00
2	Maintenance of Traffic	5	DA	800.00	$	4,000.00
3	Clearing, Grubbing, and Grading	0.04	AC	50,000.00	$	2,000.00
4	Utility Relocation	1	LS	N/A		
5	Concrete Sidewalk 4" 3,000 psi	194	SY	75.00	$	14,550.00
6	Detectable Crosswalk Warning Material	16	SF	45.00	$	720.00
7	Inlet Protection Systems	0	EA	N/A		
8	Crosswalk Ramps / ADA Ramps	1	EA	1,800.00	$	1,800.00
9	Driveway Adjustments	0	EA	N/A		
10	Civil Survey and Layout	1	LS	8,000.00	$	8,000.00
11	Engineering Design and Permitting	1	LS	3,200.00	$	3,200.00
				TOTAL:	$	39,270.00
B - Tuskegee Street West Right-of-Away						
Item	Description	Quantity	Unit	Unit Price		Amount
1	Mobilization	1	LS	5,000.00	$	5,000.00
2	Maintenance of Traffic	18	DA	800.00	$	14,400.00
3	Clearing, Grubbing, and Grading	0.07	AC	50,000.00	$	3,500.00
4	Utility Relocation	1	LS	N/A		
5	Concrete Sidewalk 4" 3,000 psi	446	SY	75.00	$	33,450.00
6	Detectable Crosswalk Warning Material	16	SF	45.00	$	720.00
7	Inlet Protection Systems	1	EA	500.00	$	500.00
8	Crosswalk Ramps / ADA	4	EA	1,800.00	$	7,200.00
9	Drive Way Adjustments	0	EA	N/A		
10	Civil Survey and Layout	1	EA	5,000.00	$	5,000.00
				TOTAL:	$	69,770.00
				A+ B = Grand Total:	$	109,040.00

SIGNATURE:

Exhibit 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. **DEFINITIONS**

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

a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.

b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To ensure the project is being constructed as designed.

c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.

d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.

e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Procurement Division. The NTP shall become a part of the Contract Documents.

f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.

i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.

j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.

k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

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

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

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

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

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

2. INSPECTION OF WORK

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

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

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

3. TESTS

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

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

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

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

12. PROJECT COORDINATION

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

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

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

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

13. COORDINATION WITH UTILITY COMPANIES

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

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

14. SUPERVISION

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

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

15. CONSTRUCTION SUPERINTENDENT

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

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

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

17. SUBCONTRACTS

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

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

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

18. PRE-CONSTRUCTION MEETING

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

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

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

19. ORDER OF COMPLETION

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

20. MATERIALS AND EQUIPMENT SCHEDULES

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

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

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

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

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

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

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

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

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

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

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

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

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

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

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

i. Approval of submittals

ii. Approval of substitutions

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

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

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

22. **SUBMITTAL REQUIREMENTS OF CONTRACTOR**

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

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

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

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

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

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

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

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

23. CHANGES IN THE WORK

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

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

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

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

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

24. DETAIL DRAWINGS AND INSTRUCTIONS

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

25. OWNERSHIP OF DRAWINGS

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

26. SURVEYS, PERMITS AND REGULATIONS

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

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

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

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

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

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

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

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

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

27. ROYALTIES AND PATENTS

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

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

28. PROTECTION OF WORK AND PROPERTY

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

29. DEDUCTIONS FOR UNCORRECTED WORK

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

30. DELAYS AND EXTENSION OF TIME

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

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

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

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

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

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

32. THE CITY'S RIGHT TO DO WORK

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

33. SUSPENSION OF WORK

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

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

34. REMOVAL OF EQUIPMENT

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

35. USE OF COMPLETED PORTIONS

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

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

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

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

36. PROMPT PAYMENT

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

37. APPLICATION FOR PAYMENT

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

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

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

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

38. PAYMENTS WITHHELD

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

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

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

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

39. **FINAL PAYMENT APPLICATION**

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

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

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

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

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

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

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

40. CONTRACTOR'S CONTINUING OBLIGATION

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

41. DAMAGES

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

42. EQUIPMENT STARTUP

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

43. COMPLETION OF WORK

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

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

44. **ACCEPTANCE OF FINISHED WORK**

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

45. **FINAL CLEAN UP**

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

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

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

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

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

46. **TREES**

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

47. **GUARANTY**

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

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

48. **INDEMNITY**

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

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

49. **ASSIGNMENT**

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

50. **RIGHTS OF VARIOUS INTERESTS**

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

51. **SEPARATE CONTRACTS**

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

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

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

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

52. **LANDS FOR WORK**

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

53. **ACCESS TO RECORDS**

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

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

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

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

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

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

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

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

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

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

60. **SAFETY AND PRECAUTION**

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

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

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

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

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

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

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

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

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

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

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

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

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

63. **PHYSICAL CONDITIONS**

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

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

65. SUBSTANTIAL COMPLETION

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

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

68. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

Exhibit 'A'

NAME OF BIDDER: ESTEP CONSTRUCTION, INC.

IFB 26-005-HG ATTACHMENT C- REVISED ITEMIZED PRICE SCHEDULE

Date: 1/28/2026

Project Name: Beecher Street Sidewalk Project (CDBG)

A - Beecher Street West Right-of-Way					
Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	5,000.00	$ 5,000.00
2	Maintenance of Traffic	5	DA	800.00	$ 4,000.00
3	Clearing, Grubbing, and Grading	0.04	AC	50,000.00	$ 2,000.00
4	Utility Relocation	1	LS	N/A	
5	Concrete Sidewalk 4' 3,000 psi	194	SY	75.00	$ 14,550.00
6	Detectable Crosswalk Warning Material	16	SF	45.00	$ 720.00
7	Inlet Protection Systems	0	EA	N/A	
8	Crosswalk Ramps (ADA Ramps)	1	EA	1,800.00	$ 1,800.00
9	Driveway Adjustments	0	EA	N/A	
10	Civil Survey and Layout	1	LS	8,000.00	$ 8,000.00
11	Engineering Design and Permitting	1	LS	3,200.00	$ 3,200.00
				TOTAL:	$ 39,270.00
B - Tuskegee Street West Right-of-Away					
Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	5,000.00	$ 5,000.00
2	Maintenance of Traffic	18	DA	800.00	$ 14,400.00
3	Clearing, Grubbing, and Grading	0.07	AC	50,000.00	$ 3,500.00
4	Utility Relocation	1	LS	N/A	
5	Concrete Sidewalk 4' 3,000 psi	446	SY	75.00	$ 33,450.00
6	Detachable Crosswalk Warning Material	16	SF	45.00	$ 720.00
7	Inlet Protection Systems	1	EA	500.00	$ 500.00
8	Crosswalk Ramps (ADA)	4	EA	1,800.00	$ 7,200.00
9	Drive Way Adjustments	0	EA	N/A	
10	Civil Survey and Layout	1	EA	5,000.00	$ 5,000.00
				TOTAL:	$ 69,770.00
				A+ B = Grand Total:	$ 109,040.00

SIGNATURE: _____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: March 23, 2026

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, establishing the venue area for the Annual Leesburg Bikefest event, taking place April 24-26, 2026; and providing an effective date.

Staff Recommendation:
Staff recommends the City Commission approve the attached proposed special events venue area map for the Annual Leesburg Bikefest event.

Analysis:
The City of Leesburg Commission approved the Special Event Division of the Recreation Department to host the Annual Leesburg Bikefest April 24-26, 2026. Per Section 26-2-(b) Special event permit required, City of Leesburg Code of Ordinances, The City Manager or designee is authorized to determine the special event venue. The city manager or designee shall set reasonable boundaries for the special event venue, balancing the special event requirements and public health, safety, and welfare. The special event venue for all major special events with an expected attendance level of thirty thousand (30,000) participants or more shall be established or amended by resolution by the city commission. The three-day attendance of the event is projected to be as high as 150,000 participants. To comply with the above referenced code and to better plan the logistical and emergency services for the event, it is recommended that the City Commission establish this official special event venue area for the event.
The proposed venue area includes the highlighted areas of the Bikefest Boundary Map. The proposed event venue area is unchanged from previous Bikefest venue areas. As in previous years, the boundary outlined in white, is an area solely for the use of contracted shuttles. The extended area does not include any type of vendor other than contracted shuttles. The City Special Event Committee (SEC) received, and is in continual discussions regarding the event.

Procurement Analysis:
N/A

Options:
1. Approve the proposed special event venue area map as identified as Boundary Map-2026; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Staff anticipates to profit between $40,000-$70,000 from the Bikefest event.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING THE VENUE AREA FOR THE ANNUAL LEESBURG BIKEFEST EVENT, TAKING PLACE APRIL 24-26, 2026; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Leesburg Bikefest is an annual major special event being held in the City of Leesburg on April 24-26, 2026; and

WHEREAS, as many as 150,000 attendees from the City of Leesburg, Lake County and all across the country will be attending the event; and

WHEREAS, per the revision in Chapter 26 - Special Events of the Leesburg Code of Ordinances that requires the City Commission to establish a special events venue area for any special event with an expected attendance of 30,000 or more participants; and

WHEREAS, in order to enable the City of Leesburg, Lake County, and the State of Florida to properly provide logistical and emergency services to ensure the safety and well-being of the event's attendees; and

WHEREAS, the City Commission of the City of Leesburg recognizes the need to establish an event boundary area to assist in the provision of the aforementioned requirements and services for the annual Leesburg Bikefest event.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Leesburg, Florida:

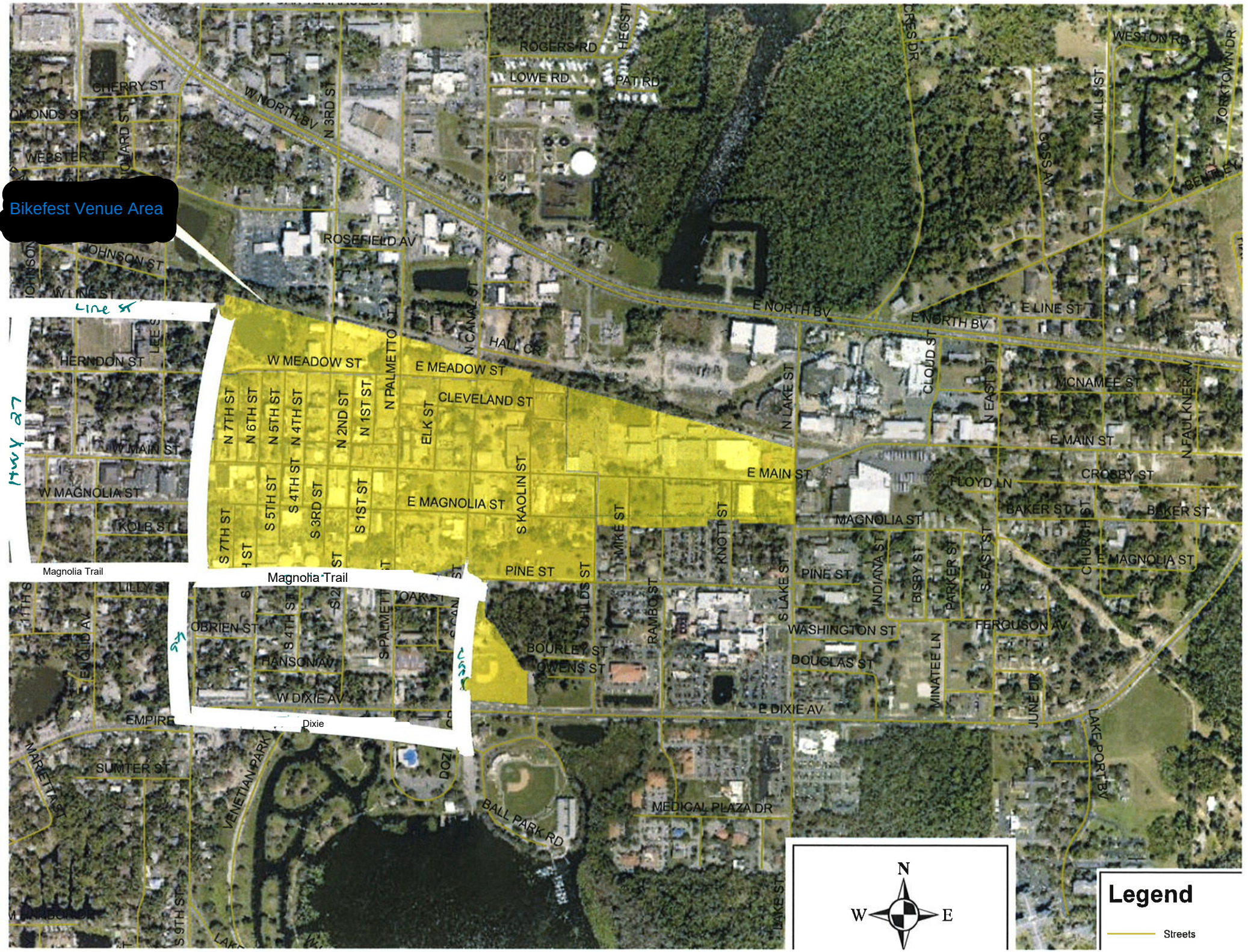
THAT the City of Leesburg does hereby establish the official special event venue area for the Annual Leesburg Bikefest as shown on the boundary map.

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

_____
Mayor

ATTEST:

_____
City Clerk


Bikefest Venue Area
Line St
Hwy 27
Magnolia Trail
Magnolia Trail
Dixie
CHERRY ST
W NORTH BV
N 3RD ST
ROGERS RD
LOWE RD
PAT RD
WESTON RD
YORKTOWN DR
WEBSTER ST
ROSEFIELD AV
JOHNSON ST
W LINE ST
E NORTH BV
E LINE ST
HERNDON ST
W MEADOW ST
E MEADOW ST
N PALMETTO ST
N CANAL ST
HALL CR
CLEVELAND ST
ELK ST
N LAKE ST
CLOUD ST
N EAST ST
MCNAMEE ST
N FAULKNER AV
E MAIN ST
W MAIN ST
W MAGNOLIA ST
KOLB ST
E MAGNOLIA ST
S KAOLIN ST
FLOYD LN
CROSBY ST
BAKER ST
MAGNOLIA ST
CHURCH ST
PINE ST
MIKE ST
KNOTT ST
INDIANA ST
BISBY ST
PARKER ST
S EAST ST
LILLY ST
OAK ST
OBRIEN ST
S PALMETTO ST
CHILDS ST
RAMBO ST
S LAKE ST
WASHINGTON ST
FERGUSON AV
BOURLEY ST
OWENS ST
DOUGLAS ST
MINATEE LN
JUNE DR
W DIXIE AV
E DIXIE AV
EMPIRE
SUMTER ST
VENETIAN PARK
BALL PARK RD
MEDICAL PLAZA DR
LAKE PORT BV
N
W
E
Legend
Streets

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: March 23, 2026

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Early Learning Coalition of Lake County, Inc (ELCLC) for the installation of a Born Learning Trail at Berry Park; and providing an effective date.

Staff Recommendation:
Staff recommends the City Commission approve the attached agreement with the Early Learning Coalition of Lake County.

Analysis:
The City of Leesburg, Florida and the Early Learning Coalition of Lake County, Inc. propose a cooperative agreement to install a Born Learning Trail and free-exchange Little Library at Berry Park, with the possibility of expansion to additional park locations. The nonprofit will provide educational signage, materials, and library supplies promoting early childhood development through interactive outdoor activities, while the City will install the improvements and provide posts and site support.

The City will be responsible for maintaining the BLT signage posts, BLT area and grounds, and the Little Library structure, but will not be responsible for repairing or replacing BLT signage and/or related educational materials. The City will assist and cooperate with the installation of any acceptable replacement signage or materials provided by ELCLC from time to time.

ELCLC will be responsible for monitoring, maintaining, rotating materials, and replenishing the Little Library inventory and shall conduct regular inspections of contents not less than two (2) times per month. ELCLC will also establish and provide a point of contact for inquiries relating to the BLT and Little Library. ELCLC shall ensure that all materials are appropriate for all ages and does not contain any obscene or defamatory content.

Procurement Analysis:
N/A

Options:
1. Approve the proposed Born Learning Trail at Berry Park, or

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

Fiscal Impact:

The City's estimated cost is approximately $500 for the posts which will be paid out of the Recreation operating budget.

Account No. 001-8125-572-5210

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH EARLY LEARNING COALITION OF LAKE COUNTY, INC (ELCLC) FOR THE INSTALLATION OF A BORN LEARNING TRAIL AT BERRY PARK; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with EARLY LEARNING COALITION OF LAKE COUNTY, INC whose address is 1300 Citizens Boulevard, Suite 206, Leesburg, Florida 34748, for A BORN LEARNING TRAIL AGREEMENT.

THAT this resolution shall become effective immediately.

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

_____
Mayor

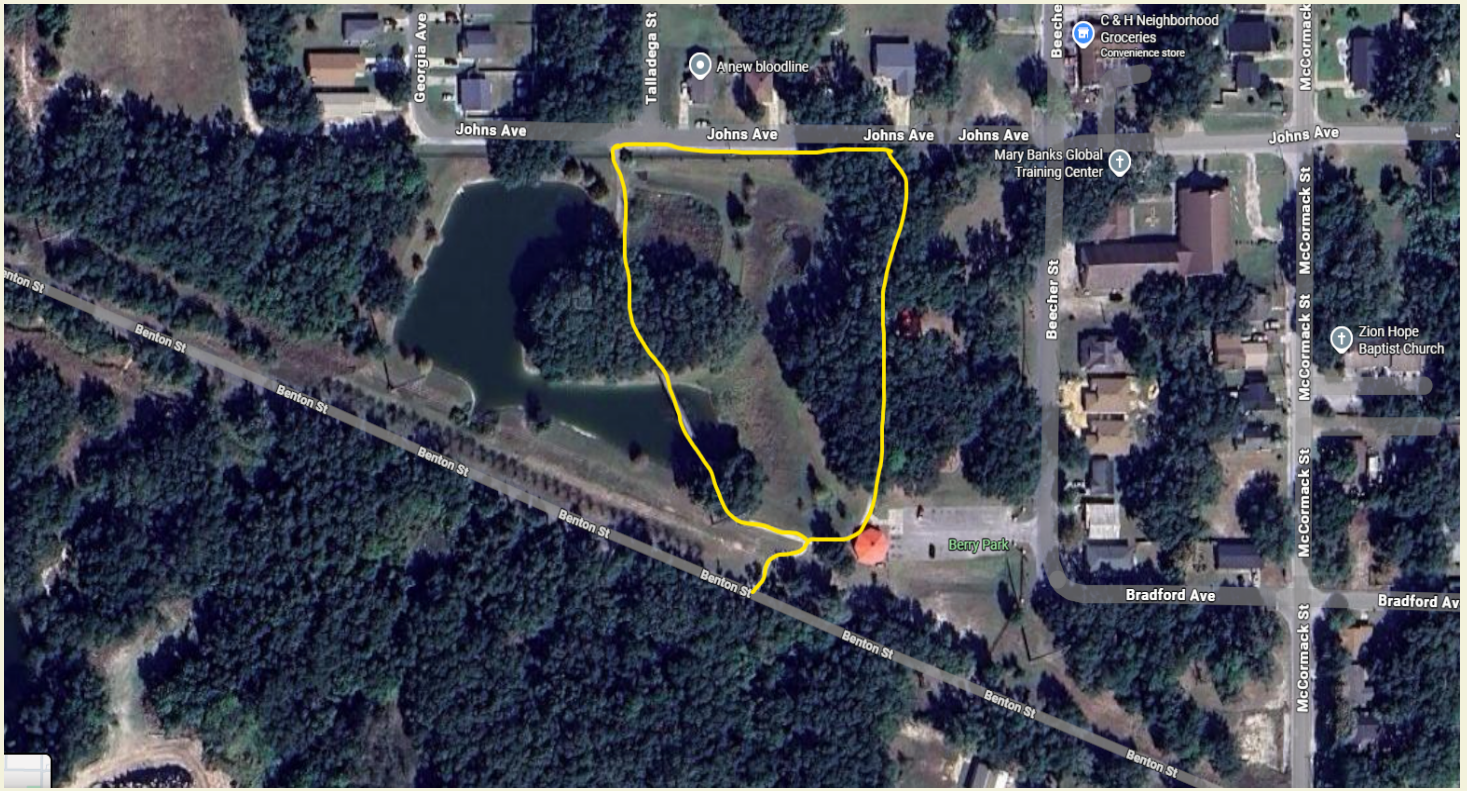
ATTEST:

_____
City Clerk

Born Learning Trail

Early Learning Coalition of Lake County

Berry Park


Georgia Ave
Talladega St
Anew bloodline
Johns Ave
Johns Ave
Johns Ave
Johns Ave
Johns Ave
C & H Neighborhood Groceries
Convenience store
Mary Banks Global Training Center
Beecher St
McCormack St
Zion Hope Baptist Church
Benton St
Benton St
Benton St
Benton St
Benton St
Benton St
Benton St
Benton St
Berry Park
Bradford Ave
Bradford Av

Examples

welcome
to the
born learning
trail!
Did you know that learning is happening all the time?
For ways to learn together, just look for the Born Learning Trail signs. By playing and exploring you help young children get ready for success in school and in life.
Together, you can turn everyday moments into learning moments.
Happy trails!
bornlearning

jump
clap
skip
move
Get your child up and active.
bornlearning

imagine
create
pretend
Turn any time into story time.
bornlearning

look
listen
touch
think
Learn about the world around you.
bornlearning

see
say
point
read
Start your child on the road to reading.
bornlearning

Little Free Library

CONCEPTUAL PLAN

AGREEMENT FOR INSTALLATION OF A BORN LEARNING TRAIL

THIS AGREEMENT FOR INSTALLATION OF A BORN LEARNING TRAIL AGREEMENT is hereby entered into by and between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is 501 W. Meadow Street, Leesburg, Florida 34748 (the "City") and **EARLY LEARNING COALITION OF LAKE COUNTY, INC.**, a Florida not for profit corporation, whose mailing address is 1300 Citizens Boulevard, Suite 206, Leesburg, Florida 34748 (""ELCLC").

WHEREAS, the City owns and operates public parks within the City, including Berry Park located at 2121 Johns Avenue, Leesburg, Florida 34748 ("Berry Park");

WHEREAS, ELCLC is a local non-profit organization which supports the enhancement and expansion of educational opportunities for youth in the community and wishes to install a Born Learning Trail (the "BLT") and a free exchange Little Library (the "Little Library") at the Park;

WHEREAS, a Born Learning Trail is an interactive outdoor education experience which encourages outdoor play, physical activity, and early developmental learning among parents, caregivers, and young children through signage and suggested activities along the trail which encourage talking, reading, signing, and playing;

WHEREAS, the City has an important interest in supporting recreational and educational opportunities for the health and welfare of the youth in the community and supports ELCLC's efforts to enhance these opportunities within the City;

WHEREAS, in light of the foregoing, the City and ELCLC wish to work cooperatively and enter into an agreement to install a Born Learning Trail and Little Library at Berry Park and potentially additional locations in the City (ex: Leesburg to Wildwood Trail near Veterans Memorial Park) in accordance with the terms and conditions hereof.

NOW, THEREOFRE, in consideration of the foregoing and of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and ELCLC hereby agree as follows:

1. **Recitals**. The recitals above are hereby restated and are incorporated herein for all purposes.

2. **Born Learning Trail and Little Library – Berry Park.** ELCLC will supply appropriate Born Learning Trail signage and associated materials to the City along with materials for installation of the Little Library structure. The City will provide signage posts and will install the BLT and Little Library at Berry Park in coordination with ELCLC.

3. **Maintenance.**

a. City Responsibilities. The City will be responsible for maintaining the BLT signage posts, BLT area and grounds, and the Little Library structure, but will not be responsible for repairing or replacing BLT signage and/or related educational materials. The City will assist and cooperate with the installation of any acceptable replacement signage or materials provided by ELCLC from time to time.

b. ELCLC Responsibilities. ELCLC will be responsible for monitoring, maintaining, rotating materials, and replenishing the Little Library inventory and shall conduct regular inspections of contents not less than two (2) times per month. ELCLC will also establish and provide a point of contact for inquiries relating to the BLT and Little Library. ELCLC shall ensure that all materials are appropriate for all ages and does not contain any obscene or defamatory content.

4. **Design, Ownership and Location**. ELCLC will submit a proposed design of the BLT and Little Library to the City along with proposed signage content, installation plans and specifications, and any other information reasonably requested by the City. Upon installation of the BLT and Little Library, the BLT signage and posts and Little Library structure will become property of the City. Any modifications to the BLT or Little Library after installation, excluding routine maintenance, must be approved by both parties. A conceptual plan depicting the general location and orientation of the BLT is attached hereto as Exhibit "A".

5. **Limitation of Liability and Indemnification**. The City shall not be responsible for any loss or damage to the Little Library materials or contents. ELCLC shall indemnify, save and hold the City and its Commissioners, officers, agents, employees, and insurers harmless from and against any and all claims, demands, damages, and liabilities (including reasonable attorney's fees) arising out of or related to ELCLC's performance under this Agreement, except to the extent caused solely by the gross negligence or willful misconduct of the City.

6. **Termination**. Either party may terminate this Agreement for convenience by providing written notice to the other party not less than ninety (90) days prior to the intended date of termination. In the event of a material breach of this Agreement by either party, the other party may furnish written notice of default specifying the nature of the default and providing thirty (30) days to cure the default. If the default is not cured within the thirty (30) day time period, the non-defaulting may provide written notice of termination for cause to the party in default. Upon termination, ELCLC shall remove, at its sole cost and expense, the Little Library contents. The City, at its option, may retain or remove BLT signage and the Little Library structure.

7. **Notices**. All notices shall be in writing and sent to the other party by certified mail, return receipt requested. Notices shall be deemed delivered on the third day following the postage mark date and shall be sent to the following addresses:

a. **To the City**. ATTN: Director of Recreation, 501 W. Meadow Street, Leesburg, Florida 34748.

b. **To ELCLC.** 1300 Citizen's Boulevard, Leesburg, Florida 34748.

8. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms.

9. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

10. **Assignment; Binding Effect.** This Agreement may not be transferred or assigned in whole or in part ELCLC without prior written approval from the City, which approval shall lie in the sole discretion of the City.

11. **Non-Waiver.** Failure by the City or ELCLC to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the City and ELCLC, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

12. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

13.. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

14. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all parties.

15. **Effective Date.** This Agreement shall become effective upon approval by the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified below.

Signed, sealed, and delivered before me:

CITY OF LEESBURG, a Florida municipal corporation,

By:_____
Allyson Berry, Mayor

Date: _____

ATTEST:

_____
J. Andi Purvis, City Clerk

EARLY LEARNING COALITION OF LAKE COUNTY, INC.., a Florida not for profit corporation,

By: _____

Print: Lesha Buchbinder

Title: CEO

Date: 2/27/26

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: March 23, 2026

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a satisfaction of mortgage for property donated to Andre Graham at 106 Oak Street through the Infill Housing Program; and providing an effective date.

Staff Recommendation:
Authorize the execution of the satisfaction of mortgage.

Analysis:
As part of the Infill Housing Program, a subordinate mortgage was recorded for a five-year period for the donation of the lot. The five-year period has been met; therefore, a satisfaction of mortgage needs to be executed and recorded to release the subordinate mortgage.

Procurement Analysis:
N/A

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

Fiscal Impact:
N/A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SATISFACTION OF MORTGAGE FOR PROPERTY DONATED TO ANDRE GRAHAM AT 106 OAK STREET THROUGH THE INFILL HOUSING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a satisfaction of mortgage for property donated to Andre D. Graham at 106 Oak Street, Leesburg, Florida 34748.

THAT this resolution shall become effective immediately.

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

_____
Mayor

ATTEST:

_____
City Clerk

PREPARED BY:
William Grant Watson, Esquire
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that, **THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation**, 501 West Meadow Street, Leesburg, Florida 34748, as the owner and holder of that certain Subordinate Mortgage executed by **ANDRE D. GRAHAM**, dated July 21, 2020, and recorded on July 24, 2020 in O.R. Book 5510, Page 1203, of the Public Records of Lake County, Florida, against the following described real property in Lake County, Florida:

> **Lots 3 and 32, Knotts Subdivision of Block 45, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 24, of the Public Records of Lake County, Florida.**
>
> **Parcel ID Number: 26-19-24-1800-000-00300**

has received full payment and satisfaction of said note and mortgage and surrenders the same as cancelled and of said Claim of Lien, does hereby acknowledge satisfaction of said Claim of Lien, and hereby directs the Clerk of the Circuit Court and Comptroller to discharge and cancel the same of record.

IN WITNESS WHEREOF, Lienor has set its hand and seal this ____ day of _____, 2026.

THE CITY OF LEESBURG, FLORIDA

By:_____
Allyson Berry, Mayor

Attest:

_____
J. Andi Purvis, City Clerk

Approved as to form and content:

_____
William Grant Watson, City Attorney

Printed Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by Allyson Berry, as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who [ ] is known to me or [ ] has produced _____ for identification.

_____
Notary Public
(SEAL) Commission Expires:_____

Property Record Card

General Information

Name:	GRAHAM ANDRE D	**Alternate Key:**	1230209
Mailing Address:	106 OAK ST LEESBURG, FL 34748 *Update Mailing Address*	**Parcel Number:**	26-19-24-1800-000-00300
		Millage Group and City:	00L1 Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	106 OAK ST LEESBURG FL, 34748	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	LEESBURG, KNOTT'S SUB LOTS 3, 32 PB 1 PG 74 ORB 5510 PG 1194		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY (0100)	0	0		1.000	Lot	$19,980.00	$19,980.00

Click here for Zoning Info Map **FEMA Flood**

Residential Building(s)

Building 1

Residential	Building Value: $152,211.00

Summary

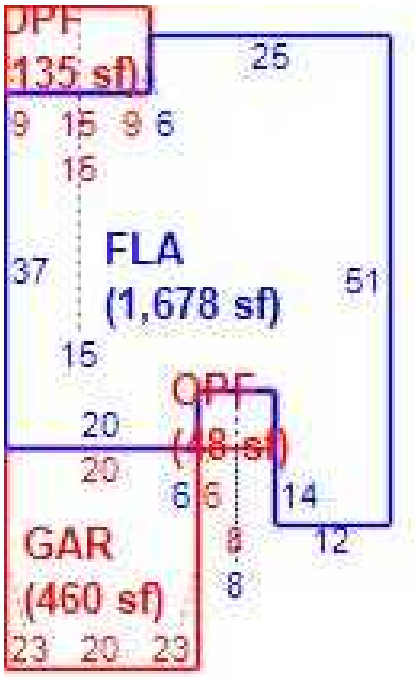
Year Built: 2022	Total Living Area: 1678	Central A/C: Yes	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	

Incorrect Bedroom, Bath, or other information?

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	BRICK/BLOCK STUCCO OR SIDING (03)	1.00	1678
GARAGE FINISH (GAR)		1.00	460
OPEN PORCH FINISHED (OPF)		1.00	183

View Larger / Print / Save



Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name.

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5510 / 1194	07/14/2020	Warranty Deed	Unqualified	Improved	$10,000.00
2798 / 1647	03/29/2005	Warranty Deed	Unqualified	Improved	$18,000.00
1598 / 180	03/19/1998	Quit Claim Deed	Unqualified	Improved	$0.00
1355 / 1007	04/01/1995	Quit Claim Deed	Unqualified	Improved	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office.
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$172,191	$172,191	$120,780	5.0254	$606.97
SCHOOL BOARD STATE	$172,191	$172,191	$147,191	3.0870	$454.38
SCHOOL BOARD LOCAL	$172,191	$172,191	$147,191	2.9980	$441.28

LAKE COUNTY WATER DISTRICT	$172,191	$172,191	$120,780	0.2940	$35.51
NORTH LAKE HOSPITAL DIST	$172,191	$172,191	$120,780	0.3859	$46.61
ST JOHNS RIVER FL WATER MGMT DIST	$172,191	$172,191	$120,780	0.1793	$21.66
CITY OF LEESBURG	$172,191	$172,191	$120,780	3.4752	$419.73
LAKE COUNTY MSTU AMBULANCE	$172,191	$172,191	$120,780	0.4629	$55.91
LAKE COUNTY VOTED DEBT SERVICE	$172,191	$172,191	$120,780	0.0400	$4.83
				Total: 15.9477	**Total:** $2,086.88

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓	Homestead Exemption (first exemption up to $25,000)	*Learn More* *View the Law*
✓	Additional Homestead Exemption (up to an additional $25,000)	*Learn More* *View the Law*
	Limited Income Senior Exemption (applied to county millage - up to $50,000)	*Learn More* *View the Law*
	Limited Income Senior Exemption (applied to city millage - up to $25,000)	*Learn More* *View the Law*
	Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	*Learn More* *View the Law*
	Widow / Widower Exemption (up to $5,000)	*Learn More* *View the Law*
	Blind Exemption (up to $500)	*Learn More* *View the Law*
	Disability Exemption (up to $5,000)	*Learn More* *View the Law*
	Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Veteran's Disability Exemption ($5,000)	*Learn More* *View the Law*
	Veteran's Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Veteran's Combat Related Disability Exemption (amount varies)	*Learn More* *View the Law*
	Deployed Servicemember Exemption (amount varies)	*Learn More* *View the Law*
	First Responder Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Surviving Spouse of First Responder Exemption (amount varies)	*Learn More* *View the Law*
	Conservation Exemption (amount varies)	*Learn More* *View the Law*
	Tangible Personal Property Exemption (up to $25,000)	*Learn More* *View the Law*
	Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	*Learn More* *View the Law*
	Economic Development Exemption	*Learn More* *View the Law*
	Government Exemption (amount varies)	*Learn More* *View the Law*

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

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Property data updated nightly.
Site Notice

INSTRUMENT#: 2020079521 OR BK 5510 PG 1203 PAGES: 8 7/24/2020 2:32:20 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $69.50 MTG DOC: $35.00 INT TAX: $20.00

Prepared/Return to:
Cristina Perez
Apple Title, Ltd.
2752 Dora Avenue
Tavares, Florida 32778
File No. C19-212

THE CITY OF LEESBURG, FLORIDA
SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE executed this July 21, 2020 by **Andre D. Graham, an unmarried man** (jointly and severally, if more than one, referred to as "Mortgagor") to **The City of Leesburg, Florida, a Florida Municipal Corporation** ("Mortgagee") with a mailing address of P.O. Box 490630, Leesburg, FL 34749-0630

WITNESSETH

That for good and valuable consideration, and also in consideration of the aggregate sum named in the Subordinate Mortgage Note of even date herewith and attached as Exhibit "A"hereto (the "Note"), hereinafter described, Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto Mortgagee all the certain land of which Mortgagor is now seized and in possession situated in Lake County, Florida (the "Mortgaged Property"), more particularly described as:

Lots 3 and 32, Knotts Subdivision of Block 45, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 24, of the Public Records of Lake County, Florida.

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditatments, easements, and appurtenances thereto belonging, and the rents, issues and profits thereof, unto Mortgagee, in fee simple.

AND, Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has good right and lawful authority to convey the mortgaged property as aforesaid; that Mortgagor will make such further assurances to perfect the fee simple title to the mortgaged property in Mortgagee as may reasonably be required; that Mortgagor hereby fully warrants the title to the mortgaged property and will defend the same against the lawful claims of all persons whomsoever; and that the mortgaged property is free and clear of all encumbrances except:

A valid first mortgage creating a superior lien on the mortgaged property, approved by Mortgagee in favor of USDA/Rural Housing Services ("First Mortgage"), whose address is 2441 NE 3rd Street, Suite 204, Ocala, Florida 34470.

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. COMPLIANCE WITH TERMS OF PROMISSORY NOTE AND MORTGAGE. Mortgagor shall pay to Mortgagee the monies due under the terms of the promissory note, of even date, hereinafter substantially copied or identified, to-wit (the "Note"): SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and/or Mortgage. Should Mortgagor perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

If each and every one of the agreements, stipulations, conditions, and covenants of the Note and of this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in the Note, and Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in the Note or Mortgage to the contrary notwithstanding. Failure by Mortgagee to exercise any of the rights or options under the Note or Mortgage accrued or thereafter accruing.

Provided that, as provided in the Note, no payments shall be required under this Mortgage as long as the mortgaged property remains occupied by Mortgagor as Mortgagor's primary residence, and the mortgaged property is not conveyed or transferred, rented, leased, or subleased for a period of five (5) years, then this Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable.

2. REAL PROPERTY TAXES AND ASSESSMENTS; WASTE; REPAYMENT OF EXPENSES INCURRED BY MORTGAGEE. Mortgagor hereby further covenants and agrees to pay promptly when due all and singular taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the mortgaged property, neither permit, commit nor suffer waste, impairment or deterioration of the mortgaged property or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by Mortgagee because of the failure of Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of the Note and Mortgage, or either. In the event Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of the Note and Mortgage, or either, Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

3. FIRST MORTGAGE; CHARGES; LIENS. Mortgagor shall perform all of the obligations under the First Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the mortgaged property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

Except for the lien of the First Mortgage, Mortgagor shall promptly discharge any other lien which shall have attained priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. Except for the lien of the First Mortgage, if Mortgagee determines that any part of the mortgaged property is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy such lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Any default in any mortgage note or lien of record, including, but not limited to the Note and the First Mortgage approved herein, shall constitute a default under this Mortgage. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing Mortgagee to declare a default.

4. SUBORDINATION. Mortgagee and Mortgagor acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Mortgagor under the First Mortgage or (b) constructing, renovating, repairing, furnishing, installing fixtures or equipping the mortgaged property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the mortgaged property is low or moderate income households or otherwise restricting the Mortgagor's ability to sell the mortgaged property shall have no further force or effect on subsequent owners or purchasers of the mortgaged property. Any person, including his successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), in receiving title to the mortgaged property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the mortgaged property fee and clear from such restrictions.

Further, if the holder of the First Mortgage acquires title to the mortgaged property pursuant to a deed in lieu of foreclosure, the lien of the holder's Mortgage shall automatically terminate upon the acquisition of title, provided that (i) Mortgagee has been given written notice of a default under the First Mortgage and (ii) Mortgagee shall not have cured the default under the First Mortgage within the 30 day period provided in such notice sent to Mortgagee.

5. HAZARD OR PROPERTY INSURANCE. Mortgagor shall keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts not less than the original principal balance of the Note. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld. If Mortgagee fails to maintain coverage described above, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights in the mortgaged property.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Mortgagor complies with the insurance requirements under the First Mortgage. All original policies of insurance required pursuant to the First Mortgage shall be held by the holder of the First Mortgage; provided, however, Mortgagee may be named as an additional insured. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee a copy of all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier, the holder of the First Mortgage and Mortgagee. Mortgagee may make proof of loss if not made promptly by holder of the First Mortgage or the Mortgagor.

Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the mortgaged property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due with any excess paid to Mortgagor. If Mortgagor abandons the mortgaged property, or does not answer within thirty (30) days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagor may use the proceeds to repair or restore the mortgaged property or to pay sums secured by this Mortgage, whether or not then due. The thirty (30) day period will begin when the notice is given.

Notwithstanding the above, Mortgagor's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the holder of the First Mortgage to collect and apply such proceeds in accordance with the First Mortgage.

6. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the mortgaged property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of the First Mortgage.

In the event of a total taking of the mortgage property, the proceeds shall be applied to the sums secured by this Mortgagee, whether or not then due, with any excess paid to Mortgagor. In the even of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the mortgaged property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the mortgaged property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the mortgaged property or to the sums secured by this Mortgage, whether or not then due.

7. PROTECTION OF THE MORTGAGED PROPERTY; LOAN APPLICATION; LEASEHOLD. Mortgagor shall be in default if any forfeiture action or proceedings, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the mortgaged property or otherwise materially impair the lien created by this Mortgage or Mortgagee's security interest. Mortgagor shall also be in default if Mortgagor, during the loan application process, gave materially false or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning (i) Mortgagor's occupancy of the mortgaged property as a principal residence and (ii) Mortgagor's income. If Mortgagor acquires fee title to the mortgaged property, the leasehold and the fee title shall not merge unless Mortgagee agrees to the merger in writing.

Mortgagor acknowledges that the mortgaged property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the mortgaged property is located).

8. PROTECTION OF MORTGAGEE'S RIGHTS IN THE MORTGAGED PROPERTY. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the mortgaged property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce the laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the mortgaged property and Mortgagee's rights in the mortgaged property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage (including sums secured by the First Mortgage), appearing in court, paying reasonable attorneys' fees and entering on the mortgaged property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagor does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph shall become additional debt to Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at highest legal rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

Mortgagee and Mortgagor further agree that a default hereunder shall constitute a default under the First Mortgage. In the event of a default hereunder, the holder of the First Mortgage shall have the right to exercise all

rights and remedies under the First Mortgage.

9. INSPECTION. Mortgagor or its agent may make reasonable entries upon and inspections of the mortgaged property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the mortgaged property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and Note are declared to be severable.

11. TRANSFER OF MORTGAGED PROPERTY OR BENEFICIAL INTEREST. Except for a conveyance to the holder of the First Mortgage under the terms of the First Mortgage, if, prior to the expiration of a ten (10) days commencing on the date of this Mortgage, all or any part of the mortgaged property or any interest in it is sold, conveyed, or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent (including a transfer of all or any part of the mortgaged property to any person who, at initial occupancy of the mortgaged property, does not use the mortgaged property for permanent residence), Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor and the holder of the First Mortgage prior written notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

Notwithstanding Mortgagee's right to invoke any remedies hereunder, as provided herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least thirty (30) days' prior written notice.

The Mortgagor and Mortgagee agree that whenever the Note or this Mortgage gives Mortgagee the right to approve or consent with respect to any matter affecting the mortgaged property (or construction of any improvements thereon) or otherwise (including the exercise of any "due on sale" clause), and a right of approval or consent with regard to the same matter is also granted to the holder of the First Mortgage pursuant to the First Mortgage, the holder of the First Mortgage's approval or consent or failure to approve or consent, as the case may be, shall be binding on the Mortgagor and Mortgagee.

12. HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the mortgaged property. Mortgagor shall not do, or allow anyone else to do, anything affecting the mortgaged property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the mortgaged property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the mortgaged property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the mortgaged property and any hazardous substance or environmental law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by an governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the mortgaged property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with environmental law. Prior to taking any such remedial action, however, the Mortgagor shall notify the holder of the First Mortgage that such remedial action is necessary and shall obtain the written consent of the holder of the First Mortgage for such remedial action.

As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph "environmental law" means federal laws and laws of the jurisdiction where the mortgaged property is located that relate to health, safety or environmental protection.

13. MORTGAGOR'S RIGHT TO REINSTATE. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor (a) pays Mortgagee all sums which then would be due under this Mortgage and Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements or First Mortgage; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to court costs, service of process and reasonable attorneys' fees; and (d) takes such action as

Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the mortgaged property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration prompted by Mortgagor's default under the provisions of paragraph 11.

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

14, ACCELERATION; REMEDIES. Mortgagee shall give notice to Mortgagor and the holder of the First Mortgage prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date of the notice is given to Mortgagor (and with respect to the the holder of the First Mortgage, thirty (30) days from the date the notice is given to the holder of the First Mortgage), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the mortgaged property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured by Mortgagor on or before the date specified in the notice, and the holder of the First Mortgage has not exercised its rights to cure the default, then Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Mortgagee's right to invoke any remedies herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least sixty (60) days' prior written notice. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

15. RELEASE. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

16. SUCCESSORS AND ASSIGNS BOUND. This Mortgage shall inure to the benefit and bind the heirs, legal representatives, assigns and successors of Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Olivia Luce
Printed Name of Witness

Cristina Perez
Printed Name of Witness

MORTGAGOR:

Andre Graham
Andre D. Graham
1416 Griffin Road #48, Leesburg, Florida 34748

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence, this July 21, 2020, by Andre D. Graham, who is personally known to me or who produced a Driver License as identification.

CRISTINA MARIA PEREZ
Notary Public - State of Florida
Commission # GG 964332
My Comm. Expires Mar 4, 2024
Bonded through National Notary Assn.

Notary Public Cristina Perez
Printed Name of Notary
My Commission Expires: 3/4/2024

MORTGAGE NOTE

$10,000.00

July 21, 2020
Leesburg, Florida

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one), promises to pay to THE CITY OF LEESBURG, FLORIDA (which together with its successors and assigns is called "Payee"), a Florida municipal corporation, or order, the manner herein specified, the sum of $10,000 (value of vacant land), in the manner specified herein. The principal shall be payable in lawful money of the United States of America to the Payee at P.O. Box 490630, Leesburg, Fl 34749-0630, or at such a place as may hereafter be designated by written notice from Payee to the maker hereof. This promissory Note and the mortgage securing same shall be for a period of five (5) years, beginning on the date of execution of this promissory note. Repayment of this promissory Note shall take place in the following manner:

If a default occurs under the terms of this promissory Note and/or mortgage securing repayment thereof, the indebtedness created hereunder shall be due and payable in full. Payment in full shall be made within thirty (30) days of the declaration of default.

The indebtedness created hereunder shall be permanently forgiven five (5) years after the date of execution of this promissory note. The purpose of this provision is to ensure that the property subject to the lien of the mortgage is owner-occupied for a period of at least five (5) years. The indebtedness shall be reduced automatically by 10% of the outstanding principal on an annual basis which shall begin one year and one month from the date of the closing or when the maker takes occupancy of the subject property, whichever is the last to occur.

For the affordability period of five (5) years commencing on the date of the transfer of the Property to Owner, the Property may only be sold to homeowners whose household income does not exceed 120% of the Local Area Median Income.

The maker of this promissory Note will be required to pay to the Payee 100% of the reduced amount owed when he/she sales (to a buyer whose income exceeds the 120% income limit), transfers, rents, refinances or no longer occupies the property within five (5) years, which shall begin upon execution of this Note and end at midnight five (5) years from said date. If the mortgaged property is sold, transferred or ceases to be used for an eligible redevelopment activity and/or use as provided for in the In-Fill Lot guidelines and all applicable Titles of the guidelines within a period of five (5) years after the effective date of this Note, the Maker shall repay to Payee a sum equal to the full amount of the promissory Note, as set forth above, subject to the availability based on net proceeds. Net proceeds are defined as the amount available from the sale, less non-redevelopment debt recorded prior to the date of Subordinate Mortgage, and closing costs. If the amount of net proceeds is not sufficient to repay the entire Note amount, then the amount to be repaid shall be as follows: Net proceeds amount multiplied (x) by fifty-percent (.50) equals = amount due to Payee.

This promissory note incorporates, and is incorporated into, the subordinate mortgage, of even date ("Subordinate Mortgage") creating a lien on real property located in Lake County, Florida, as further described therein ("mortgaged property").

DEFAULT -The maker of this promissory Note, or his or her successors, shall be in default under anyone of the following conditions:

1. Any sale of the mortgaged property within five (5) years of the execution of this promissory Note, by maker or maker's successors. Note: This applies to any sale.

2. Leasing, renting or refinancing of the mortgaged property within five (5) years of the date of execution of this promissory Note and Subordinate Mortgage.

3. The destruction or abandonment of the mortgaged property by maker or maker's successors.

4. Failure to pay applicable property taxes and assessments on the mortgaged property.

5. Failure to maintain adequate hazard insurance on the mortgaged property and improvement located thereon.

6. Failure to comply with the terms and conditions of the accompanying Subordinate Mortgage.

7. Failure to comply with the terms and conditions of the First Mortgage creating a lien on the mortgaged property, as described in Subordinate Mortgage.

CONSEQUENCE OF DEFAULTS. Default under this promissory Note will trigger an acceleration of the remaining principal balance evidenced herein and secured by Subordinate Mortgage, and the entire remaining unpaid principal balance will be due in full immediately upon default. The accelerated amount due shall accrue interest, from the date of default until the date of full payment, at the highest legal rate applicable. Holder's failure to exercise the default provision under this promissory Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

MISCELLANEOUS PROVISIONS

This promissory Note is secured by a mortgage on real property made by the maker in favor of the Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of the said Subordinate Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this promissory Note or default hereunder, or under Subordinate Mortgage, counsel shall be employed to collect this promissory Note or to protect the security of the Subordinate Mortgage.

Whenever used herein the term "holder", "maker", or "payee" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the Maker has executed this Promissory Note on the 21 day of July, 2020.

Applicant Name: Andi Graham

Andre D. Graham

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.4.
Meeting Date:	March 23, 2026
From:	Sandra Wilson, (Housing Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a satisfaction of mortgage for property donated to Richard Handford at 2355 Mispah Avenue through the Infill Housing Program; and providing an effective date.

Staff Recommendation:
Authorize the execution of the satisfaction of mortgage.

Analysis:
As part of the Infill Housing Program, a subordinate mortgage was recorded for a five-year period for the donation of the lot. The five-year period has been met; therefore, a satisfaction of mortgage needs to be executed and recorded to release the subordinate mortgage.

Procurement Analysis:
N/A

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

Fiscal Impact:
N/A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SATISFACTION OF MORTGAGE FOR PROPERTY DONATED TO RICHARD HANDFORD AT 2355 MISPAH AVENUE THROUGH THE INFILL HOUSING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a satisfaction of mortgage for property donated to Richard Handford at 2355 Mispah Avenue, Leesburg, Florida 34748.

THAT this resolution shall become effective immediately.

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

_____
Mayor

ATTEST:

_____
City Clerk

PREPARED BY:
William Grant Watson, Esquire
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that, **THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation**, 501 West Meadow Street, Leesburg, Florida 34748, as the owner and holder of that certain Subordinate Mortgage executed by **RICHARD B. HANDFORD**, dated July 21, 2020, and recorded on July 24, 2020 in O.R. Book 5510, Page 1158, of the Public Records of Lake County, Florida, against the following described real property in Lake County, Florida:

> **Lot(s) 4 and 5, Block E, Beulah Heights, according to the map or plat thereof, as recorded in Plat Book 5, Page(s) 74, of the Public Records of Lake County, Florida.**
>
> **Parcel ID Number: 22-19-24-0200-00E-00400**

has received full payment and satisfaction of said note and mortgage and surrenders the same as cancelled and of said Claim of Lien, does hereby acknowledge satisfaction of said Claim of Lien, and hereby directs the Clerk of the Circuit Court and Comptroller to discharge and cancel the same of record.

IN WITNESS WHEREOF, Lienor has set its hand and seal this ____ day of _____, 2026.

THE CITY OF LEESBURG, FLORIDA

By:_____
Allyson Berry, Mayor

Attest:

_____
J. Andi Purvis, City Clerk

Approved as to form and content:

_____
William Grant Watson, City Attorney

Printed Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by Allyson Berry, as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who [ ] is known to me or [ ] has produced _____ for identification.

_____
Notary Public
(SEAL) Commission Expires:_____

Property Record Card

General Information

Name:	HANDFORD RICHARD B	**Alternate Key:**	2690020
Mailing Address:	2355 MISPAH AVE LEESBURG, FL 34748 *Update Mailing Address*	**Parcel Number:**	22-19-24-0200-00E-00400
		Millage Group and City:	00L2 Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	2355 MISPAH AVE LEESBURG FL, 34748	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	LEESBURG, BEULAH HEIGHTS LOTS 4, 5 BLK E PB 5 PG 74 ORB 5510 PG 1149		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY (0100)	0	0		1.000	Lot	$20,475.00	$20,475.00

Click here for Zoning Info Map **FEMA Flood**

Residential Building(s)

Building 1

Residential	Building Value: $137,365.00

Summary

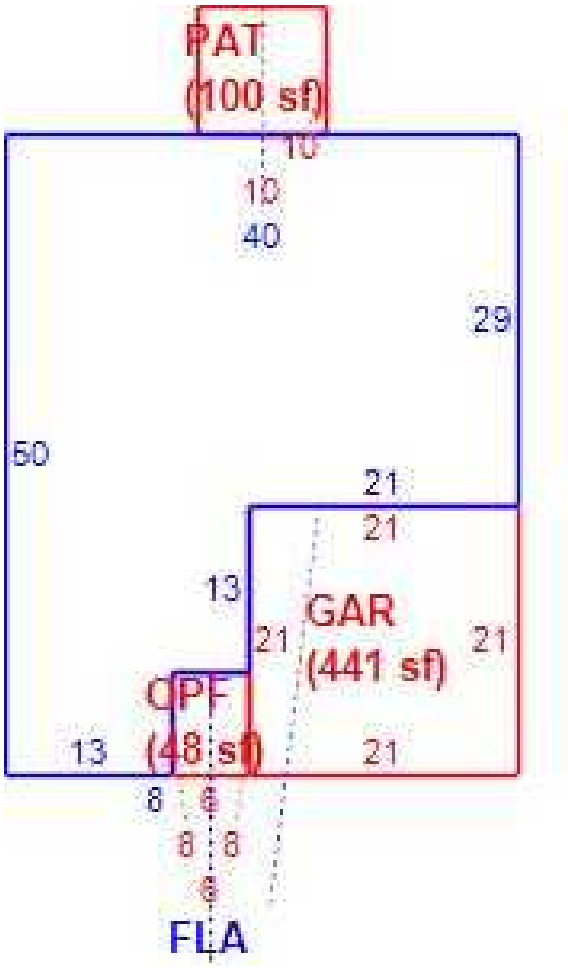
Year Built: 2021	Total Living Area: 1511	Central A/C: Yes	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	

Incorrect Bedroom, Bath, or other information?

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	BRICK/BLOCK STUCCO OR SIDING (03)	1.00	1511
GARAGE FINISH (GAR)		1.00	441
OPEN PORCH FINISHED (OPF)		1.00	48
PATIO UNCOVERED (PAT)		1.00	100

View Larger / Print / Save



Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5510 / 1149	07/14/2020	Warranty Deed	Unqualified	Improved	$100.00
4018 / 763	03/31/2011	Warranty Deed	Unqualified	Improved	$9,000.00
2574 / 2183	03/15/2004	Warranty Deed	Unqualified	Improved	$12,000.00
2364 / 1746	07/09/2003	Warranty Deed	Unqualified	Improved	$1.00
2350 / 1	06/30/2003	Certificate of Title	Unqualified	Improved	$1.00
1192 / 145	10/01/1992	Warranty Deed	Unqualified	Improved	$5,000.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office.
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$157,840	$157,840	$106,429	5.0254	$534.85
SCHOOL BOARD STATE	$157,840	$157,840	$132,840	3.0870	$410.08
SCHOOL BOARD LOCAL	$157,840	$157,840	$132,840	2.9980	$398.25
LAKE COUNTY WATER DISTRICT	$157,840	$157,840	$106,429	0.2940	$31.29
NORTH LAKE HOSPITAL DIST	$157,840	$157,840	$106,429	0.3859	$41.07
ST JOHNS RIVER FL WATER MGMT DIST	$157,840	$157,840	$106,429	0.1793	$19.08
CITY OF LEESBURG	$157,840	$157,840	$106,429	3.4752	$369.86
LAKE COUNTY MSTU AMBULANCE	$157,840	$157,840	$106,429	0.4629	$49.27
LAKE COUNTY VOTED DEBT SERVICE	$157,840	$157,840	$106,429	0.0400	$4.26
				Total: 15.9477	**Total:** $1,858.01

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓	Homestead Exemption (first exemption up to $25,000)	*Learn More* *View the Law*
✓	Additional Homestead Exemption (up to an additional $25,000)	*Learn More* *View the Law*
	Limited Income Senior Exemption (applied to county millage - up to $50,000)	*Learn More* *View the Law*
	Limited Income Senior Exemption (applied to city millage - up to $25,000)	*Learn More* *View the Law*
	Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	*Learn More* *View the Law*
	Widow / Widower Exemption (up to $5,000)	*Learn More* *View the Law*
	Blind Exemption (up to $500)	*Learn More* *View the Law*
	Disability Exemption (up to $5,000)	*Learn More* *View the Law*
	Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Veteran's Disability Exemption ($5,000)	*Learn More* *View the Law*
	Veteran's Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Veteran's Combat Related Disability Exemption (amount varies)	*Learn More* *View the Law*
	Deployed Servicemember Exemption (amount varies)	*Learn More* *View the Law*
	First Responder Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Surviving Spouse of First Responder Exemption (amount varies)	*Learn More* *View the Law*
	Conservation Exemption (amount varies)	*Learn More* *View the Law*
	Tangible Personal Property Exemption (up to $25,000)	*Learn More* *View the Law*
	Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	*Learn More* *View the Law*
	Economic Development Exemption	*Learn More* *View the Law*
	Government Exemption (amount varies)	*Learn More* *View the Law*

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

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Property data updated nightly.
Site Notice

INSTRUMENT#: 2020079505 OR BK 5510 PG 1158 PAGES: 8 7/24/2020 2:25:04 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $69.50 MTG DOC: $35.00 INT TAX: $20.00

Prepared/Return to:
Cristina Perez
Apple Title, Ltd.
2752 Dora Avenue
Tavares, Florida 32778
File No. C20-013

THE CITY OF LEESBURG, FLORIDA
SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE executed this July 21, 2020 by **Richard B. Handford, an unmarried man** (jointly and severally, if more than one, referred to as "Mortgagor") to **The City of Leesburg, Florida, a Florida Municipal Corporation** ("Mortgagee") with a mailing address of PO Box 490630, Leesburg, Florida 34749.

WITNESSETH

That for good and valuable consideration, and also in consideration of the aggregate sum named in the Subordinate Mortgage Note of even date herewith and attached as Exhibit "A"hereto (the "Note"), hereinafter described, Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto Mortgagee all the certain land of which Mortgagor is now seized and in possession situated in Lake County, Florida (the "Mortgaged Property"), more particularly described as:

Lot (s) 4 and 5, Block E, Beulah Heights, according to the map or plat thereof, as recorded in Plat Book 5, Page(s) 74, of the Public Records of Lake County, Florida.

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditatments, easements, and appurtenances thereto belonging, and the rents, issues and profits thereof, unto Mortgagee, in fee simple.

AND, Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has good right and lawful authority to convey the mortgaged property as aforesaid; that Mortgagor will make such further assurances to perfect the fee simple title to the mortgaged property in Mortgagee as may reasonably be required; that Mortgagor hereby fully warrants the title to the mortgaged property and will defend the same against the lawful claims of all persons whomsoever; and that the mortgaged property is free and clear of all encumbrances except:

A valid first mortgage creating a superior lien on the mortgaged property, approved by Mortgagee in favor of USDA/Rural Housing Services ("First Mortgage"), whose address is 2441 NE 3rd Street, Suite 204-1, Ocala, Florida 34470.

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. COMPLIANCE WITH TERMS OF PROMISSORY NOTE AND MORTGAGE. Mortgagor shall pay to Mortgagee the monies due under the terms of the promissory note, of even date, hereinafter substantially copied or identified, to-wit (the "Note"): SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and/or Mortgage. Should Mortgagor perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

If each and every one of the agreements, stipulations, conditions, and covenants of the Note and of this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in the Note, and Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in the Note or Mortgage to the contrary notwithstanding. Failure by Mortgagee to exercise any of the rights or options under the Note or Mortgage accrued or thereafter accruing.

Provided that, as provided in the Note, no payments shall be required under this Mortgage as long as the mortgaged property remains occupied by Mortgagor as Mortgagor's primary residence, and the mortgaged property is not conveyed or transferred, rented, leased, or subleased for a period of five (5) years, then this Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable.

2. REAL PROPERTY TAXES AND ASSESSMENTS; WASTE; REPAYMENT OF EXPENSES INCURRED BY MORTGAGEE. Mortgagor hereby further covenants and agrees to pay promptly when due all and singular taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the mortgaged property, neither permit, commit nor suffer waste, impairment or deterioration of the mortgaged property or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by Mortgagee because of the failure of Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of the Note and Mortgage, or either. In the event Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of the Note and Mortgage, or either, Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

3, FIRST MORTGAGE; CHARGES; LIENS. Mortgagor shall perform all of the obligations under the First Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the mortgaged property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

Except for the lien of the First Mortgage, Mortgagor shall promptly discharge any other lien which shall have attained priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. Except for the lien of the First Mortgage, if Mortgagee determines that any part of the mortgaged property is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy such lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Any default in any mortgage note or lien of record, including, but not limited to the Note and the First Mortgage approved herein, shall constitute a default under this Mortgage. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing Mortgagee to declare a default.

4. SUBORDINATION. Mortgagee and Mortgagor acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Mortgagor under the First Mortgage or (b) constructing, renovating, repairing, furnishing, installing fixtures or equipping the mortgaged property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the mortgaged property is low or moderate income households or otherwise restricting the Mortgagor's ability to sell the mortgaged property shall have no further force or effect on subsequent owners or purchasers of the mortgaged property. Any person, including his successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), in receiving title to the mortgaged property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the mortgaged property fee and clear from such restrictions.

Further, if the holder of the First Mortgage acquires title to the mortgaged property pursuant to a deed i lieu of foreclosure, the lien of the holder's Mortgage shall automatically terminate upon the acquisition of title, provided that (i) Mortgagee has been given written notice of a default under the First Mortgage and (ii) Mortgagee shall not have cured the default under the First Mortgage within the 30 day period provided in such notice sent to Mortgagee.

5. HAZARD OR PROPERTY INSURANCE. Mortgagor shall keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts not less than the original principal balance of the Note. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld. If Mortgagee fails to maintain coverage described above, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights in the mortgaged property.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Mortgagor complies with the insurance requirements under the First Mortgage. All original policies of insurance required pursuant to the First Mortgage shall be held by the holder of the First Mortgage; provided, however, Mortgagee may be named as an additional insured. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee a copy of all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier, the holder of the First Mortgage and Mortgagee. Mortgagee may make proof of loss if not made promptly by holder of the First Mortgage or the Mortgagor.

Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the mortgaged property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due with any excess paid to Mortgagor. If Mortgagor abandons the mortgaged property, or does not answer within thirty (30) days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagor may use the proceeds to repair or restore the mortgaged property or to pay sums secured by this Mortgage, whether or not then due. The thirty (30) day period will begin when the notice is given.

Notwithstanding the above, Mortgagor's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the holder of the First Mortgage to collect and apply such proceeds in accordance with the First Mortgage.

6. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the mortgaged property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of the First Mortgage.

In the event of a total taking of the mortgage property, the proceeds shall be applied to the sums secured by this Mortgagee, whether or not then due, with any excess paid to Mortgagor. In the even of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the mortgaged property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the mortgaged property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the mortgaged property or to the sums secured by this Mortgage, whether or not then due.

7. PROTECTION OF THE MORTGAGED PROPERTY; LOAN APPLICATION; LEASEHOLD. Mortgagor shall be in default if any forfeiture action or proceedings, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the mortgaged property or otherwise materially impair the lien created by this Mortgage or Mortgagee's security interest. Mortgagor shall also be in default if Mortgagor, during the loan application process, gave materially false or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning (i) Mortgagor's occupancy of the mortgaged property as a principal residence and (ii) Mortgagor's income. If Mortgagor acquires fee title to the mortgaged property, the leasehold and the fee title shall not merge unless Mortgagee agrees to the merger in writing.

Mortgagor acknowledges that the mortgaged property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the mortgaged property is located).

8. PROTECTION OF MORTGAGEE'S RIGHTS IN THE MORTGAGED PROPERTY. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the mortgaged property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce the laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the mortgaged property and Mortgagee's rights in the mortgaged property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage (including sums secured by the First Mortgage), appearing in court, paying reasonable attorneys' fees and entering on the mortgaged property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagor does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph shall become additional debt to Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at highest legal rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

Mortgagee and Mortgagor further agree that a default hereunder shall constitute a default under the First Mortgage. In the event of a default hereunder, the holder of the First Mortgage shall have the right to exercise all

rights and remedies under the First Mortgage.

9. INSPECTION. Mortgagor or its agent may make reasonable entries upon and inspections of the mortgaged property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the mortgaged property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and Note are declared to be severable.

11. TRANSFER OF MORTGAGED PROPERTY OR BENEFICIAL INTEREST. Except for a conveyance to the holder of the First Mortgage under the terms of the First Mortgage, if, prior to the expiration of a ten (10) days commencing on the date of this Mortgage, all or any part of the mortgaged property or any interest in it is sold, conveyed, or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent (including a transfer of all or any part of the mortgaged property to any person who, at initial occupancy of the mortgaged property, does not use the mortgaged property for permanent residence), Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor and the holder of the First Mortgage prior written notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

Notwithstanding Mortgagee's right to invoke any remedies hereunder, as provided herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least thirty (30) days' prior written notice.

The Mortgagor and Mortgagee agree that whenever the Note or this Mortgage gives Mortgagee the right to approve or consent with respect to any matter affecting the mortgaged property (or construction of any improvements thereon) or otherwise (including the exercise of any "due on sale" clause), and a right of approval or consent with regard to the same matter is also granted to the holder of the First Mortgage pursuant to the First Mortgage, the holder of the First Mortgage's approval or consent or failure to approve or consent, as the case may be, shall be binding on the Mortgagor and Mortgagee.

12. HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the mortgaged property. Mortgagor shall not do, or allow anyone else to do, anything affecting the mortgaged property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the mortgaged property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the mortgaged property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the mortgaged property and any hazardous substance or environmental law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by an governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the mortgaged property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with environmental law. Prior to taking any such remedial action, however, the Mortgagor shall notify the holder of the First Mortgage that such remedial action is necessary and shall obtain the written consent of the holder of the First Mortgage for such remedial action.

As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph "environmental law" means federal laws and laws of the jurisdiction where the mortgaged property is located that relate to health, safety or environmental protection.

13. MORTGAGOR'S RIGHT TO REINSTATE. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor (a) pays Mortgagee all sums which then would be due under this Mortgage and Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements or First Mortgage; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to court costs, service of process and reasonable attorneys' fees; and (d) takes such action as

Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the mortgaged property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration prompted by Mortgagor's default under the provisions of paragraph 11.

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

14, ACCELERATION; REMEDIES. Mortgagee shall give notice to Mortgagor and the holder of the First Mortgage prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date of the notice is given to Mortgagor (and with respect to the the holder of the First Mortgage, thirty (30) days from the date the notice is given to the holder of the First Mortgage), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the mortgaged property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured by Mortgagor on or before the date specified in the notice, and the holder of the First Mortgage has not exercised its rights to cure the default, then Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Mortgagee's right to invoke any remedies herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least sixty (60) days' prior written notice. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

15. RELEASE. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

16. SUCCESSORS AND ASSIGNS BOUND. This Mortgage shall inure to the benefit and bind the heirs, legal representatives, assigns and successors of Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Nancy Carpenter
Nancy Carpenter
Printed Name of Witness

Cristina Perez
Printed Name of Witness

MORTGAGOR:

Richard Handford
Richard B. Handford
422 Bainbridge Street, Bainbridge, GA 39819

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence, this July 21, 2020, by Richard B. Handford, who are personally known to me or who produced a Driver License as identification.

CRISTINA MARIA PEREZ
Notary Public - State of Florida
Commission # GG 964332
My Comm. Expires Mar 4, 2024
Bonded through National Notary Assn.

Notary Public
Printed Name of Notary:
My Commission Expires: 3/4/2024

MORTGAGE NOTE

$10,000.00

July 21, 2020
Leesburg, Florida

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one), promises to pay to THE CITY OF LEESBURG, FLORIDA (which together with its successors and assigns is called "Payee"), a Florida municipal corporation, or order, the manner herein specified, the sum of $10,000 (value of vacant land), in the manner specified herein. The principal shall be payable in lawful money of the United States of America to the Payee at P.O. Box 490630, Leesburg, Fl 34749-0630, or at such a place as may hereafter be designated by written notice from Payee to the maker hereof. This promissory Note and the mortgage securing same shall be for a period of five (5) years, beginning on the date of execution of this promissory note. Repayment of this promissory Note shall take place in the following manner:

If a default occurs under the terms of this promissory Note and/or mortgage securing repayment thereof, the indebtedness created hereunder shall be due and payable in full. Payment in full shall be made within thirty (30) days of the declaration of default.

The indebtedness created hereunder shall be permanently forgiven five (5) years after the date of execution of this promissory note. The purpose of this provision is to ensure that the property subject to the lien of the mortgage is owner-occupied for a period of at least five (5) years. The indebtedness shall be reduced automatically by 10% of the outstanding principal on an annual basis which shall begin one year and one month from the date of the closing or when the maker takes occupancy of the subject property, whichever is the last to occur.

For the affordability period of five (5) years commencing on the date of the transfer of the Property to Owner, the Property may only be sold to homeowners whose household income does not exceed 120% of the Local Area Median Income.

The maker of this promissory Note will be required to pay to the Payee 100% of the reduced amount owed when he/she sales (to a buyer whose income exceeds the 120% income limit), transfers, rents, refinances or no longer occupies the property within five (5) years, which shall begin upon execution of this Note and end at midnight five (5) years from said date. If the mortgaged property is sold, transferred or ceases to be used for an eligible redevelopment activity and/or use as provided for in the In-Fill Lot guidelines and all applicable Titles of the guidelines within a period of five (5) years after the effective date of this Note, the Maker shall repay to Payee a sum equal to the full amount of the promissory Note, as set forth above, subject to the availability based on net proceeds. Net proceeds are defined as the amount available from the sale, less non-redevelopment debt recorded prior to the date of Subordinate Mortgage, and closing costs. If the amount of net proceeds is not sufficient to repay the entire Note amount, then the amount to be repaid shall be as follows: Net proceeds amount multiplied (x) by fifty-percent (.50) equals = amount due to Payee.

This promissory note incorporates, and is incorporated into, the subordinate mortgage, of even date ("Subordinate Mortgage") creating a lien on real property located in Lake County, Florida, as further described therein ("mortgaged property").

DEFAULT -The maker of this promissory Note, or his or her successors, shall be in default under anyone of the following conditions:

1. Any sale of the mortgaged property within five (5) years of the execution of this promissory Note, by maker or maker's successors. Note: This applies to any sale.

2. Leasing, renting or refinancing of the mortgaged property within five (5) years of the date of execution of this promissory Note and Subordinate Mortgage.

3. The destruction or abandonment of the mortgaged property by maker or maker's successors.

4. Failure to pay applicable property taxes and assessments on the mortgaged property.

5. Failure to maintain adequate hazard insurance on the mortgaged property and improvement located thereon.

6. Failure to comply with the terms and conditions of the accompanying Subordinate Mortgage.

7. Failure to comply with the terms and conditions of the First Mortgage creating a lien on the mortgaged property, as described in Subordinate Mortgage.

CONSEQUENCE OF DEFAULTS. Default under this promissory Note will trigger an acceleration of the remaining principal balance evidenced herein and secured by Subordinate Mortgage, and the entire remaining unpaid principal balance will be due in full immediately upon default. The accelerated amount due shall accrue interest, from the date of default until the date of full payment, at the highest legal rate applicable. Holder's failure to exercise the default provision under this promissory Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

MISCELLANEOUS PROVISIONS

This promissory Note is secured by a mortgage on real property made by the maker in favor of the Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of the said Subordinate Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this promissory Note or default hereunder, or under Subordinate Mortgage, counsel shall be employed to collect this promissory Note or to protect the security of the Subordinate Mortgage.

Whenever used herein the term "holder", "maker", or "payee" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the Maker has executed this Promissory Note on the 21 day of July, 2020.

Applicant Name: Richard Handford

Richard B. Handford

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: March 23, 2026

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an aeronautical lease agreement, with Aerostat, Inc., for property located at 8830 Airport Boulevard, Leesburg, Florida, 34788, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Aerostat, Inc. lease.

Analysis:
In 2004, Aerostat, Inc. constructed the commercial hangar located at 8830 Airport Blvd and acquired a long-term ground lease with the City. That original lease, amendments to the lease, and renewal options, have been terminated. Lessee has requested an opportunity to reinstate and extend the tenancy for an additional five years. Aerostat, Inc. has cured all defaults and staff is amenable to a new lease. The term of this lease is five years, commencing on April 1, 2026, and shall terminate on March 31, 2031. The rent during the term shall be paid monthly, in the amount of $1,952.42 per month. At the end of the five-year term, the Lessee shall vacate the premises and return the hangar to Lessor. This lease also incorporates an approved subtenant, Dr. Javier Mouriz.

Procurement Analysis:
N/A

Options:
1. Approve and execute the Aerostat, Inc. Lease Agreement; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Approval of this lease will generate $23,429.04 in annual revenue, the full 5-year term of the lease will generate $117,145.20. These funds will all be recognized as revenue in the Airport Fund.
Account No. 048-0000-362-0200

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AERONAUTICAL LEASE AGREEMENT, WITH AEROSTAT, INC., FOR PROPERTY LOCATED AT 8830 AIRPORT BOULEVARD, LEESBURG, FLORIDA, 34788, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Aerostat, Inc., whose address is 8830 Airport Boulevard, Leesburg, Florida 34788.

THAT this resolution shall become effective immediately.

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

_____
Mayor

ATTEST:

_____
City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is hereby entered into by and between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, 501 W. Meadow Street, Leesburg, Florida 34748 (the “Lessor”) and **AEROSTAT, INC.**, a Florida corporation, 8830 Airport Boulevard, Leesburg, Florida 34788 (the “Lessee”).

WHEREAS, Lessor owns and operates the Leesburg International Airport (hereafter referred to as the "Airport"), including the improved premises located at 8830 Airport Boulevard, Leesburg, Lake County, Florida 34788 (the “Premises”);

WHEREAS, Lessor and Lessee were parties to a written Lease Agreement for the Premises dated, November 8, 2004, as amended pursuant to that Amendment to Leases dated September 26, 2011 (the “Original Lease”);

WHEREAS, the expiration date of the Original Lease is March 10, 2026;

WHEREAS, pursuant to the Original Lease, Lessee constructed a commercial hangar on the Premises which has been occupied by Lessee through the date hereof;

WHEREAS, Section 23 of the Original Lease requires Lessor’s prior approval for any sublease, however, Lessee entered into sublease arrangements with several individuals in the Premises during the term of the Original Lease without first obtaining Lessor’s approval;

WHEREAS, although Lessee was in default of the Original Lease because of the unapproved sublease arrangements, Lessor nevertheless reviewed Lessee’s proposed subtenants and approved one (1) of the three (3) proposed subtenants;

WHEREAS, Lessor thereafter sent Lessee a written notice of default specifying that the two (2) unapproved subtenants and their airplanes and other property must be removed from the Premises within a five (5) day period, but Lessee was unable to timely comply; and

WHEREAS, based on the foregoing, the Original Lease and any renewal option were terminated, however, Lessee, as the original party who constructed the hangar on the Premises, has requested an opportunity to reinstate and extend the tenancy for an additional five (5) years and Lessor has agreed to the request subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

WITNESSETH

1. RECITALS. The foregoing recitals are hereby incorporated herein by reference for all purposes.

2. TERM. The term of this Lease shall commence on April 1, 2026, and shall terminate at 11:59 pm EST on March 31, 2031, unless sooner terminated in accordance with the terms and conditions hereof or applicable law. This term shall not be extended. This Lease shall not be renewable for any additional term(s). Upon termination of this Lease Lessee shall immediately vacate the Premises and deliver all keys to Lessor.

3. RENT. Rent during the term shall be paid monthly, in advance, on or before the first (1st) day of each month, in the amount of $1,952.42 per month (approximately $1.00 per square foot). All rent payments are due and shall be made without protest, setoff or abatement. Florida does not currently charge sales tax on non-residential leases, however, in the event sales and/or use tax or their equivalent is reinstituted or otherwise imposed during the term of this Lease, Lessee shall be responsible for making all such payments in addition to the base rent payment. Each installment of Rent shall be paid at City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.

Time is of the essence of this contract, and in particular Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so within 10 days of the due date will constitute a default under this lease and entitle Lessor, after first giving three days written notice of default to Lessee, to pursue any remedy allowed by law or under this lease for a default. If at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this lease to be made by cash, money order, or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1 ½% per month (18% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

4. USE. Lessee shall use the premises for those uses permitted under Categories Band F of the Standards for Operators and Airport Tenants of the City of Leesburg, as amended from time to time. Specifically, Lessee will use the premises for aircraft maintenance, aircraft sales, and for the storage and sale of aerial ignition devices. Lessee shall meet all requirements imposed on operators

under each listed category. No other use shall be made of the premises without the prior, written consent of Lessor, except as provided below in this Paragraph 4. Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property. No transfer or sale of fuel or other petroleum products shall be permitted.

Except as provided specifically within this Lease, Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than aircraft fuel and lubricants commonly utilized in aircraft, while stored within the tanks or containers designed for such storage aboard the aircraft itself, and other than oxidizers utilized In the ordinary course or Lessee's business), machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. All solvents or other liquids used to clean aircraft or aircraft instruments must be stored in such a manner as to meet all applicable governmental codes and regulations for the storage of flammable or combustible materials. The City of Leesburg Fire Marshall shall have the right to inspect and approve or disapprove the storage methodology at any reasonable time. Lessee shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, whether or not permitted hereunder, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, Invitees, subtenants, agents, clients, customers and anyone else on Lessee's premises. Lessee shall install and maintain an oil separator due to the permitted use of the premises for aircraft maintenance and repair.

5. INGRESS AND EGRESS. The Lessee, its employees, guests, invitees, and suppliers of materials and services shall have the nonexclusive right of ingress and egress to the premises over roadways established from time to time by Lessor, in common with other tenants at the Leesburg Regional Airport, for the purpose of permitting Lessee to enjoy the rights, uses and privileges granted by the Lessor hereunder, together with the right to joint use of the ramps, runways, taxiways, and other facilities provided for aircraft and the public at the airport.

6. UTILITIES. All utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, impact fees (of

any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise), cable television, telephone, data transmission and other telecommunications services, and janitorial service, shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out or failure by Lessee to pay all utility charges when due.

7. TAXES. Florida does not currently charge sales tax on non-residential leases, however, in the event sales and/or use tax or their equivalent is reinstituted or otherwise imposed during the term of this Lease, Lessee shall be responsible for making all such payments in addition to the base rent payment. Lessee shall pay all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against this leasehold interest.

8. INSURANCE. Lessee agrees to protect the premises against damage by fire and other casualties to full value, by obtaining the appropriate Insurance or by any other means the Lessee deems prudent. Lessor shall be listed on any policy of fire and casualty insurance as an additional Insured party. Lessee is also responsible for insuring its own personal property on the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term, personal injury and public liability insurance in the amount of $1,000,000.00 as a single limits policy Including both personal injury and property damage coverage, showing Lessor as a named insured. Proof of such insurance shall be provided to Lessor no later than the commencement of the term and upon request by Lessor thereafter for the balance of the term. All Insurance shall be obtained from companies licensed to do business in the State of Florida, having a rating of not less than "A" from A.M. Best.

9. MAINTENANCE. Lessee shall maintain any structures or other improvements on the premises so that they are at all times safe for their Intended uses and habitations, and in compliance with all applicable laws, rules and regulations, and so that they do not become an eyesore and are compatible with the conditions existing elsewhere on the airport. Lessee shall not commit or suffer any waste of the premises or allow the improvements thereon to fall into disrepair.

10. FIRE EQUIPMENT. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for each room of leased premises in accordance with any FM and City of Leesburg fire safety codes and requirements. Specifically, and without limiting the generality of the foregoing requirements, Lessee shall install and/or maintain throughout the term of this

Lease, a fire suppression system which meets all applicable codes. Proof of compliance with this section, and of the required regular inspections, shall be provided to Lessor at least annually.

11. ENTRY AND INSPECTION. At any reasonable time, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

Lessor may show the premises to prospective purchasers and Mortgagees, and during the 90 days prior to termination of this lease, to prospective tenants, during business hours on reasonable notice to Lessee.

12. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this lease, for nonpayment of the rent itself.

13. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement or any such work. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee falls or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all

required building permits, as well as statutory payment bonds, shall be secured. At the end of the term or upon any earlier termination of this lease, all alterations and improvements owned by Lessee, not including trade fixtures, shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal of any such Improvements, in which case lessee shall at its expense remove those Improvements specified within 15 days after termination and return the premises to their original condition.

14. LIENS. The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only by licensed contractors, under written contract, and Lessor shall have the opportunity to approve such contract before work commences. All work shall be secured by statutory performance and payment bonds in the full amount of the contract.

15. REPRESENTATIONS OF LESSOR. In order to induce Lessee to enter into this lease, the Lessor has made the following representations and no others:

A.. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this lease, Lessee shall have quiet and undisturbed possession of the premises.

16. REPRESENTATIONS Of' LESSEE. In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the premises and found them to be fit for Its Intended purposes.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and will not violate any zoning or land use rules, or other applicable laws, rules, regulations or ordinances, during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. Lessee will perform and abide by each and every term, covenant and agreement of this lease.

E. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OFANY NATURE CONCERNING THE PREMISES, EITHER EXPRBSSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT THE IMPROVEMENTS ON THE PROPERTY WERE NOT PLACED THERE BY LESSOR AND THAT LESSOR DOES NOT WARRANT THEIR CONDITION. HABITABILITY OR FITNESS FORANY PARTICULAR. PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

f. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, and the person signing this lease is authorized to bind Lessee.

16, INDEMNI1Y. Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made against Lessor, or Lessor's interest in the premises, excepting only those matters which are the direct and proximate result of the gross negligence or deliberate acts of Lessor, Its agents, servants or employees, arising out of or in any way connected with Lessee's use and occupation of the premises. If it becomes necessary for Lessor to defend any action against It, seeking to Impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in

its defense of the proceeding. In no event shall Lessor be liable to Lessee or any third party for any indirect or consequential damages of any nature whatsoever. It Is the specific intent of the parties that this Lease not be construed to create rights or remedies In favor of any third party beneficiary. and that the rights and remedies specified in this Lease, or established by law or equity with respect hereto, shall inure only to the named parties and their lawful successors and assigns.

17. DAMAGE BY LESSEE OR BY FIRE AND CASUALTY. In the event the premises are damaged by fire or other casualty, the cost to repair which exceeds 25% of the appraised value of the property. as shown on the most recent ad valorem tax rolls, Lessee shall have the option to repair the premises or to terminate this Lease. If the damage does not exceed the above threshold, Lessee shall repair the damage, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises. If Lessee repairs the premises, the insurance proceeds on Lessee's policy shall be used to pay the cost of the repairs; otherwise, those proceeds shall be paid to Lessee. If Lessee elects not to repair the damage. then Lessee shall at its sole expense remove the remainder of the damaged improvements from the premises and dispose of the materials lawfully, so that upon termination of this Lease the premises are left in clean condition, free of any debris, or damaged or partially destroyed improvements.

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests. then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants. employees or guests.

18. BANKRUPTCY. This lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this lease become bankrupt. or flies any proceedings as debtor, or takes or has taken against It any action or proceeding in bankruptcy or insolvency, or for

reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

19. NO WAIVER. No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any subsequent breach, whether or the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default. but Lessor may at any time, if such default continues, terminate this lease on account thereof.

20. DEFAULT. In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than five (5) days after the giving of written notice to Lessee by Lessor demanding that the default by cured, Lessor may terminate this lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and charge the cost to cure to Lessee as additional rent.

Should Lessee fall to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, penalties and late charges, within .3 days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once

Lessor has given Lessee written notice of termination) this lease shall be terminated and Lessee shall have no right lo reinstate this lease, whether by payment of the arrearages or otherwise.

Upon termination of this lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This lease shall be considered terminated Immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of $75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor In accordance with this lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that It is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein ls reasonable and does not constitute a penalty or forfeiture.

21. REMEDIES CUMULATIVE. Lessor's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

22. ARREARAGES. Any amount of money to be paid to Lessor by Lessee under this lease, which is not paid within 10 days of the date when it first falls due, shall bear interest at the highest rate allowed by law until paid In full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest In arrears, or to interest due on the arrearages.

23. ASSIGNMENT. This lease shall not be assigned by Lessee, however, Lessee may sublet the premises either in whole or in part, upon review and prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the sublease will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease whatsoever as long as any default by Lessee remains in existence. Lessor approves the subtenancy of Javier Mouriz (“Approved Subtenant”), and Lessee shall be obligated to ensure that Approved Subtenant complies with all terms and conditions of this

Lease together with all rules and regulations of the Airport, and that Approved Subtenant immediately vacates the Premises upon termination of this Lease, if not sooner. Any violation by Approved Subtenant shall be considered a violation committed by Lessee. Notwithstanding anything to the contrary contained herein, this Lease shall automatically terminate immediately and without further notice in the event of the death of Mary Cochran (Lessee's current president), and in such case Lessee must vacate the Premises within thirty (30) days or by the expiration date of the term, whichever first occurs.

If this lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

If Lessee or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:

a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this lease;

b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;

c. Any other action by a corporate lessee, or Its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;

d. Any change in the partners of a lessee which is a general partnership;

e. Any change in general partners of a limited partnership lessee or any reduction in the

percentage of ownership in the partnership by any general partner.

f. Any change in the equity ownership of any other entity which Is not a natural person and not otherwise specifically mentioned in this section, as a result or which the equity ownership shares of those who were owners at the time this Lease was signed is reduced to less than 51% of the total equity ownership of the Lessee.

24-. MEMORANDUM. Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

25. ESTOPPEL CERTIFICATE. At any time, upon request by Lessor, the Lessee agrees to execute a certificate staling:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The termination date of this lease;

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

26. RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

27. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and ifa legal action Is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorneys fees, in addition to any other relief granted. This provision shall apply at trial, on appeal, and in any proceedings in bankruptcy or insolvency.

28. GOVERNING LAW. This lease shall be applied and construed In accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State or Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

29. NOTICES. Any notice required by this lease shall be In writing and shall be either delivered in person, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. except where receipt is specifically required in this lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To Lessor: at the address given for payment of rent.

B. To Lessee by mailing to Lessee at the leased premises.

30. CONSTRUCTION. Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner.

31. NATURE OF AGREEMENT. This lease sets forth the entire agreement of the parties; it takes precedence over an prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged Into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which are not expressly contained herein. This lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto, including Guarantors. Entry by Lessor into this Lease shall not be deemed a waiver or dismissal of any default under the prior lease

on the part of Lessee and to the extent of any such default under the prior lease, In existence as of the date of this Lease, Lessor shall retain all rights and remedies available to it under the prior lease, and to the extent such existing default is also a default under this Lease, shall also have available to it all remedies provided herein.

32. BINDING EFFECT. This lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

33. CONDEMNATION. In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this lease or to repair and restore the remaining portion of the premises at its own expense, and keep this lease in force.

34. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be severed here from and the remainder of the lease shall continue In full force as if executed originally without the invalid portion.

35. RULES AND REGULATIONS.

(a) The Lessor has appointed a manager for the Leesburg Regional Airport, and the Lessor reserves the right for the said manager or his duly authorized agent to enter the premises during business hours for the purpose of performing Inspections considered necessary by the manager, and the Lessee shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials in, on or about the premises leased; however, excluding aircraft fuel tanks and such fluids as may be used in cleaning aircraft and related parts, and excluding oxidizers utilized in the ordinary course of Lessee's business.

(b) The Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations which may, from time to time, during the term hereof, be adopted and promulgated by the Lessor for operations at said airport.

(c) The Lessor reserves unto Itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport.

(d) The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor *to* continue to operate without competition.

(e) The Lessee agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(f) The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by FAA.

(g) This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

(h) This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg Regional Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

36. NON-EXCLUSIVE RIGHT PROVISION. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section .308 of the Federal Aviation Act.

37. NONDISCRIMINATION PROVISIONS.

(a) The Lessee, for itself, its successors In Interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That is the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin, shall be excluded from participation In, denied the benefits of, or otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;

(3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or Issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal of rights.

(c) Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not u n j u s t

discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (C) above.

(e) Lessee agrees that it shall insert the above provisions in any lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

38. OWNERSHIP OF HANGAR. During the term of this Lease, the hangar on the Premises shall be the personal property of Lessee. Upon termination of this Lease in accordance with the terms and conditions hereof, or upon the unauthorized transfer of this Lease by Lessee, the Hanger and all fixtures, equipment and other contents thereof shall immediately and automatically become property of Lessor without any further notice. Lessee shall execute a bill of sale and/or any other documents reasonably requested by Lessor to effectuate Lessor's ownership of the hangar.

{SIGNATURES ON FOLLOWING PAGE}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

CITY OF LEESBURG, a Florida municipal corporation,

By:_____
Allyson Berry, Mayor

Date: _____

ATTEST:

_____
J. Andi Purvis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
William Grant Watson, City Attorney

AEROSTAT, INC., a Florida corporation,

By: Mary Cochran
Mary Cochran, President

Date: 3/6/20

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: March 23, 2026

From: Brandy McDaniel, (Budget Director)

Subject: City Commission approval of the budget calendar for Fiscal Year 2026-27, which includes dates for Commission workshops.

Staff Recommendation:
Staff recommends City Commission approval of the budget calendar for fiscal year 2026-27, which includes dates for the commission workshop meetings.

Analysis:
The first step in the budget process is to establish a budget calendar for fiscal year 2026-27. By law the City is allowed 45 days from July 1st or the date the Property Appraiser notifies the City Commission of the certified taxable values of 2026, whichever is later, to certify the following:
1) the proposed millage rate for 2026,
2) rolled back millage rate for 2026, and
3) the date, time, and place of the public hearing to consider the proposed millage rate and tentative budget.

Since the City may not hold a budget hearing on the same day as Lake County or the Lake County School Board, staff has tentatively scheduled the first public hearing for September 17, 2026.

As indicated on the attached calendar, the budget work sessions, subject to approval and/or modification by the Commission are scheduled as follows:

June 8th	Establish the Preliminary 2026 Fire Assessment Fee
July 7th & 9th	Budget/Capital Improvement workshops
July 13th	Establish 2026 maximum millage rate
July 14th & 16th	Budget/Capital Improvement workshops
September 14th	Final adoption of the 2026 Fire Assessment Fee
September 17th	Establish CRA budgets & tentatively adopt the 2026 millage rate
September 28th	Final adoption of the 2026 millage rate and the FY 26-27 Budget

Procurement Analysis:
N/A

Options:

1. Approve the budget calendar, as presented; or
2. Approve the budget calendar as modified by the City Commission.

Fiscal Impact:
None

CITY OF LEESBURG, FLORIDA
BUDGET CALENDAR
FISCAL YEAR 2026-27

2026 Date, Day	Responsible Party	Required Activity	Requirement Reference
March 23, Monday	City Commission	Adopt budget calendar for the fiscal year 2026-27 budget	
March 23, Monday	Department Directors	Deadline for submission to the Budget Director of Utility Revenue Projections for fiscal year 2026-27	
April 1, Wednesday	Department Directors	Deadline for submission to the Budget Director of budget requests for fiscal year 2026-27	
April 20-May 15, Monday- Friday	City Manager	Meet with governmental fund departments to discuss fiscal year 2026-27 budget requests, including goals and tasks	
May 18-29, Monday-Friday	City Manager	Meet with utility funds to discuss fiscal year 2026-27 budget requests, including goals and tasks	
On or before June 1, Monday	Property Appraiser	Provide an estimate of 2026 total assessed values of nonexempt property for budget planning purposes	Section 200.065 (7), Florida Statutes
June 8, Monday	City Commission	Adopt Preliminary Fire Assessment Resolution for fiscal year 2026-27	Section 197.3632, Florida Statutes
June 15, Monday	Budget Director	Present the draft budget for fiscal year 2026-27 to the City Manager for review and analysis	
June 26, Friday	City Manager	Present the draft budget for fiscal year 2026-27 to the City Commission for review and analysis	Section 200.065 (2)(a)2, Florida Statutes, Section 28, Leesburg City Charter
On or before July 1, Wednesday	Property Appraiser	Submit 2026 certified taxable values to the City Commission	Florida Statutes, Section 200.065 (1), Florida Statutes
July 7 & 9, Tuesday, Thursday	City Commission	Conduct budget/capital improvement work session regarding the proposed budget for fiscal year 2026-27	
July 13, Monday	City Commission	Establish the maximum millage rate for fiscal year 2026-27	
July 14 & 16, Tuesday, Thursday	City Commission	Conduct budget/capital improvement work session regarding the proposed budget for fiscal year 2026-27	
On or before August 1, Saturday	City Commission	Notify the Property Appraiser of: 1. The proposed millage rate for 2026; 2. The rolled back millage rate for 2026; 3. The date, time and place of the public hearings to consider the proposed millage rates and tentative budgets	Section 200.065 (2)(b), Florida Statutes

CITY OF LEESBURG, FLORIDA
BUDGET CALENDAR
FISCAL YEAR 2026-27

2026 Date, Day	Responsible Party	Required Activity	Requirement Reference
On or before August 24, Monday	Finance Director/ City Clerk	Advertise public hearing to adopt the Final Fire Assessment Resolution for 2026-27	Section 197.3632, Florida Statutes
On or before August 24, Monday	Property Appraiser	Mail notices of proposed property taxes for 2026 to each taxpayer listed on the current year assessment roll	Section 200.065 (2)(b), Florida Statutes, Section 200.069, Florida Statutes
September 14, Monday	City Commission	Conduct public hearing to adopt Annual Fire Assessment Resolution for fiscal year 2026-27	Section 197.3632, Florida Statutes
September 17, Thursday	CRA Boards	Establish budgets for Community Redevelopment Agencies	
September 17, Thursday	City Commission	Conduct public hearings to consider adoption of the tentative millage rate for fiscal year 2026-27. All hearings must begin after 5:00 P.M.	Section 166.241 (3), Florida Statutes, Section 200.065 (2)(c)-(e), Florida Statutes
September 24, Thursday	Finance Director/ City Clerk	Advertise public hearings to consider final adoption of the budgets, increases in property taxes and operating expenditures (if applicable), and adoption of millage rate for fiscal year 2026-27	Section 200.065 (2)(d), Florida Statutes, Sections 200.065 (3),(a),(b) and (h)-(l), Florida Statutes
September 28, Monday	City Commission	Conduct public hearings to consider final adoption of the budget/capital improvement plan, and millage rate for fiscal year 2026-27. All hearings must begin after 5:00 P.M.	Section 166.241 (3), Florida Statutes, Section 200.065 (2)(d), (e), Florida Statutes
September 28, Monday	City Commission	Certify to the Property Appraiser the adopted millage rate for fiscal year 2026-27.	Section 200.065 (4), Florida Statutes
December	Budget Director	Begin distribution of final budget documents	

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: March 23, 2026

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, establishing rental rates for Sports Complexes throughout Leesburg; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the proposed sports complex rental rates.

Analysis:
Recreation staff requests approval to establish rental rates for the Susan Street Sports Complex and update rental rates for Sleepy Hollow Sports Complex and Pat Thomas Stadium. The last adjustment to rental rates occurred in 2016, when rates were reduced to increase facility usage. Those changes were highly successful and played a key role in bringing Sleepy Hollow Sports Complex back to prominence as a destination for regional and national events.

Over the past ten years, operational costs—including staffing, equipment, and supplies—have increased significantly. The proposed rate updates are intended to keep Leesburg competitive with comparable facilities while allowing the City to better recover operational costs and generate modest revenue from rentals.

Susan Street Sports Complex
As development of the Susan Street Sports Complex continues, Recreation staff has actively generated interest in rentals for the facility. Multiple organizations have expressed interest in reserving the complex beginning as early as December 2026. The organizations currently in discussion are national entities that would generate significant economic impact for the City. Establishing rental rates is necessary for these organizations to finalize event schedules and begin promoting tournaments and competitions.

Comparable facilities were reviewed when developing the proposed rates. Identifying direct comparisons proved challenging due to the mix of turf and grass fields planned for Susan Street. Many of the closest comparable facilities are located in South Florida, while most local facilities operate primarily grass fields.

Additionally, municipalities structure rental fees differently. Some charge per field per day, others hourly, and some offer a la carte pricing. Staff recommends a per-day rental structure with minimal add-on fees to simplify scheduling and pricing.

For comparison purposes, staff assumed a typical 10-hour rental day with two hours of light usage. Based on this methodology, the proposed rates position Leesburg competitively both locally and statewide.

Sleepy Hollow Sports Complex
Sleepy Hollow has been highly successful in recruiting national, statewide, and regional sporting events to Leesburg. Recreation staff has worked to maintain reasonable rental rates while continuing to provide high-quality fields and service to event partners. However, after ten years without adjustments, operating costs have increased to the point where the City primarily benefits from the economic impact of events rather than rental revenue. The proposed rates position Sleepy Hollow near the midpoint of comparable facilities while allowing the City to better recover operational costs and generate modest revenue.

The same assumptions used for Susan Street, 10-hour rental days with two hours of light usage, were used when evaluating comparable rates.

Resident and Non-Resident Team Practice Rates
This proposal also addresses practice rental rates for resident and non-resident teams at Sleepy Hollow, Pat Thomas, and Susan Street. All facilities regularly receive requests from both local and non-resident teams.

Staff proposes a discounted rate for teams whose rosters consist of at least 75% City of Leesburg residents who are not currently participating in a Recreation Department league.

Procurement Analysis:
N/A

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

Fiscal Impact:
The proposed rates are designed to better align rental revenue with increasing operational costs while maintaining competitive pricing that continues to attract regional and national sporting events.

At these new rates staff anticipates a yearly increase of revenue at Sleepy Hollow of $20,000 and $40,000 at Susan Street.

These additional revenues will be recorded in the General Fund.
Account No. 001-0000-362-09xx

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING RENTAL RATES FOR SPORTS COMPLEXES THROUGHOUT LEESBURG; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby establishes rental rates for Susan Street Sports Complex, Sleepy Hollow Sports Complex, and Pat Thomas Stadium.

THAT this resolution shall become effective immediately.

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

_____
Mayor

ATTEST:

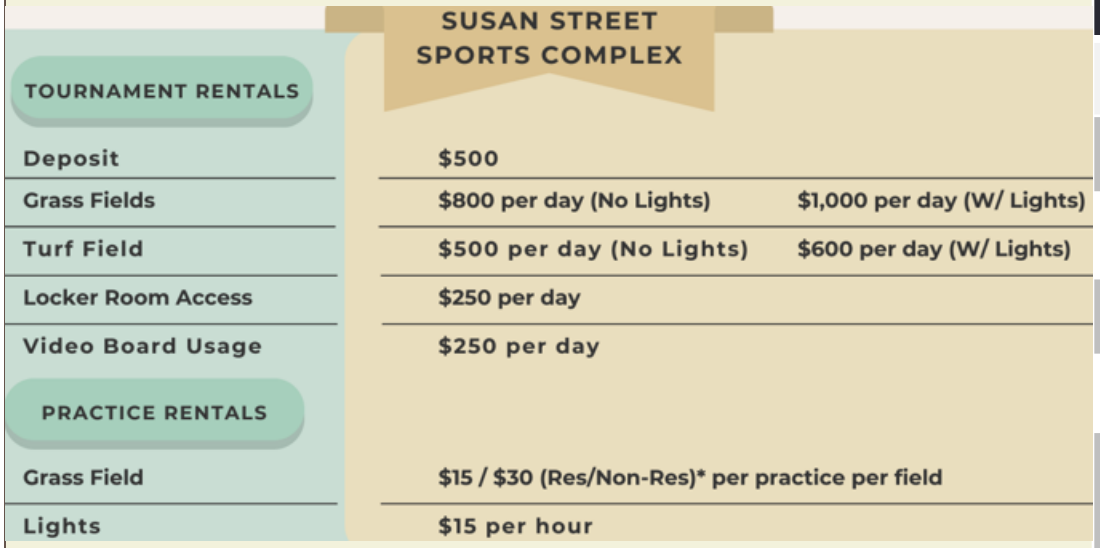
_____
City Clerk

Sports Fields Rental Rates

March 23, 2026

Susan Street

Proposed



SUSAN STREET SPORTS COMPLEX		
TOURNAMENT RENTALS		
Deposit	$500	
Grass Fields	$800 per day (No Lights)	$1,000 per day (W/ Lights)
Turf Field	$500 per day (No Lights)	$600 per day (W/ Lights)
Locker Room Access	$250 per day	
Video Board Usage	$250 per day	
PRACTICE RENTALS		
Grass Field	$15 / $30 (Res/Non-Res)* per practice per field	
Lights	$15 per hour	

Estimated daily cost to City including:
Staff, Paint, Lights, Supplies, Dumpster
$1,380

Comps

City	Cost	Note
Tavares	$800	*grass
Lake County	$880	*grass
Clermont	$1,240	*grass
Ocala Rotary	$1,600	*grass
Lake Mary	$2,000	*grass
Leesburg (Proposed)	$2,100	*grass & turf
Davie	$2,679	*grass & turf
Sunrise	$3,400	*grass & turf

Sleepy Hollow/Pat Thomas

Proposed

SLEEPY HOLLOW SPORTS COMPLEX

TOURNAMENT RENTALS		
4 Softball/Baseball Fields	$1,000 per day	$1,200 per day (W/ Lights)
Football/Soccer Fields (Lined)	$250 per field per day	$300 per field per day (W/ Lights)
Practice (No Lines)	$15 / $30 (Res/Non-Res)* per practice per field	
Concession Stand	$150 per day	
Tarp Usage	$250 per day	

PRACTICE RENTALS	
Baseball/Softball Practice	$30 / $60 (Res/Non-Res)* per practice per field (W/ Lines)
Football/Soccer Practice	$200 / $300 (Res/Non-Res)* per practice per field (W/ Lines)
Lights	$15 per hour

PAT THOMAS BASEBALL STADIUM

TOURNAMENT RENTALS	
Practice	$30 per practice
Games	$40 per game
Lights	$15 per hour

*75% of roster must be Leesburg Resident or have Leesburg Utilities

Average daily cost to City including:
Staff, Chalk, Turface, Lights, Supplies, Dumpster
$1,360

Comps

City	Cost	Note
Leesburg (Current)	$800	Per Day
Lake County	$920	Hourly
Clermont	$1,120	Per Day
Leesburg (Proposed)	$1,200	Per Day
Altamonte (Merrill Park)	$1,280	Hourly
Rotary Plex Tier 2	$1,400	Per Day
Rotary Plex Tier 1	$1.800	Per Day

SPORTS COMPLEX RENTAL FEES

SUSAN STREET SPORTS COMPLEX

TOURNAMENT RENTALS

Deposit	$500	
Grass Fields	$800 per day (No Lights)	$1,000 per day (W/ Lights)
Turf Field	$500 per day (No Lights)	$600 per day (W/ Lights)
Locker Room Access	$250 per day	
Video Board Usage	$250 per day	

PRACTICE RENTALS

Grass Field	$15 / $30 (Res/Non-Res)* per practice per field
Lights	$15 per hour

SLEEPY HOLLOW SPORTS COMPLEX

TOURNAMENT RENTALS

4 Softball/Baseball Fields	$1,000 per day	$1,200 per day (W/ Lights)
Football/Soccer Fields (Lined)	$250 per field per day	$300 per field per day (W/ Lights)
Practice (No Lines)	$15 / $30 (Res/Non-Res)* per practice per field	
Concession Stand	$150 per day	
Tarp Usage	$250 per day	

PRACTICE RENTALS

Baseball/Softball Practice	$30 / $60 (Res/Non-Res)* per practice per field (W/ Lines)
Football/Soccer Practice	$200 / $300 (Res/Non-Res)* per practice per field (W/ Lines)
Lights	$15 per hour

PAT THOMAS BASEBALL STADIUM

TOURNAMENT RENTALS

Practice	$30 per practice
Games	$40 per game
Lights	$15 per hour

*75% of roster must be Leesburg Resident or have Leesburg Utilities

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: March 23, 2026

From: Andi Purvis, (City Clerk)

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

Staff Recommendation:
Staff recommends accepting and approving the Resolution accepting a Utility Easement from Silver Lake Commons, LLC, and Joinder and Consent to Utility Easement from United Community Bank.

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

Procurement Analysis:
N/A

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

Fiscal Impact:
None

RESOLUTION NO. _____

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

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

THAT the Utility Easement granted to the City of Leesburg by Silver Lake Commons, LLC, joined by United Community Bank, is hereby accepted.

THAT this resolution shall become effective immediately.

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

_____
Mayor

ATTEST:

_____
City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") on this 5th day of March 2026, is hereby granted by **SILVER LAKE COMMONS LLC**, whose mailing address is 3408 S. Orange Avenue, Suite B, Orlando, FL 32806 ("**GRANTOR,**") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

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

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

grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

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

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

WITNESSES:

Signature

Drew Shafner
Printed Name

3408 S. Orange Ave, Orlando FL 32806
Address

Amy Schuemann
Signature

Amy Schuemann
Printed Name

3438 S. Orange Ave Orlando FL 32806
Address

GRANTOR:

SILVER LAKE COMMONS LLC

Joseph N. Schuemann, Manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 5 day of March, 2026, by Joseph Schuemann who are [✓] personally known to me or [ ] who produced the following identification: _____

HEATHER COONS
Notary Public - State of Florida
Commission # HH 477210
My Comm. Expires Jan 16, 2028
Bonded through National Notary Assn.

Notary Public Signature

Heather Coons
Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

JOINDER AND CONSENT TO UTILITY EASEMENT

UNITED COMMUNITY BANK, with offices at 450 South Orange Avenue, Orlando, FL 32806, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **SILVER LAKE COMMONS, LLC,** a Florida limited liability company, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage Security Agreement, Financing Statement and Assignment of Rents dated January 30, 2025, and recorded on February 12, 2025, in Official Records Book 6474, Page 2211, Public Records of Lake County, Florida and the Assignment of Rents, Leases, Profits and Contracts dated January 30, 2025 and recorded on February 12, 2025 in Official Records Book 6474, Page 2228, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

Printed Name: Angela Torello
Address: 2338 Citadel Way
Melbourne, FL 32940

Printed Name: Jacque Wing
Address: 2338 Citadel Way
Melbourne, FL 32940

STATE OF Florida
COUNTY OF Brevard

UNITED COMMUNITY BANK

By: _____
Print Name: Barry Forbes
Title: Market Exec.

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4th day of March, 2026, by Barry Forbes, as Market Exec. of United Community Bank, on behalf of the bank, who is ✓ personally known or produced _____ as identification.

(Seal)

Notary Public State of Florida
Julie Sheldon
My Commission HH 513537
Expires 8/3/2028

Julie Sheldon
NOTARY PUBLIC

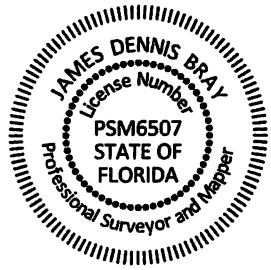
SKETCH OF DESCRIPTION

SHEET 1 OF 2

LEGAL DESCRIPTION:
A PORTION OF LOT 1-PARCEL A, DESCRIBED IN OFFICIAL RECORDS BOOK 6329, PAGE 236 AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE S00°22'16"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 681.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°22'16"W, A DISTANCE OF 10.57 FEET; THENCE DEPARTING SAID SECTION LINE, S18°51'48"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE DRIVE, A DISTANCE OF 230.97 FEET TO A POINT ON THE NORTHERLY LINE OF A UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 6511, PAGE 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N71°09'27"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.00 FEET; THENCE N18°51'48"E A DISTANCE OF 186.36 FEET; THENCE N71°08'01"W A DISTANCE OF 107.41 FEET; THENCE S18°51'59"W A DISTANCE OF 3.00 FEET; THENCE N71°08'01"W A DISTANCE OF 10.00 FEET; THENCE N18°51'59"E A DISTANCE OF 13.00 FEET; THENCE S71°08'01"E A DISTANCE OF 117.41 FEET; THENCE N18°51'48"E A DISTANCE OF 32.99 FEET; THENCE N00°22'16"E A DISTANCE OF 12.29 FEET; THENCE S71°09'27"E A DISTANCE OF 10.54 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,620 SQUARE FEET OR 0.0831 ACRES MORE OR LESS.



JOB #907285
CF #LAK-22-19-25-CIRCLE K-SPC-SOD
DATE: 02/23/2026
SCALE: 1" = 60'
DRAWN BY: GLT

CERTIFIED TO:
CIRCLE K FLORIDA

REVISIONS

Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

Digitally signed by James D Bray
DN: cn=James D Bray c=US o=Unaffiliated
Reason: I am the author of this document
Location:
Date: 2026-02-23 15:33-05:00

James D. Bray PSM 6507

GENERAL NOTES:
1. BEARING STRUCTURE IS BASED ON THE MONUMENTED NORTHERLY R/W LINE OF STATE ROAD 500, BEING N71°09'27"W PER DESC.

2. THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS OR EASEMENTS OTHER THAN SHOWN HEREON.

3. THIS SKETCH OF DESCRIPTION HAS BEEN MADE FOR THE EXCLUSIVE USE OF THE ENTITIES PREPARED FOR HEREON AND DOES NOT EXTEND TO ANY UNNAMED PARTIES.

4. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.

5. THIS SKETCH OF DESCRIPTION IS "NOT VALID" WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS PROVIDED WITH ELECTRONIC SIGNATURE. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SIGNING PROFESSIONAL SURVEYOR AND MAPPER ON THE DATE OF THE ELECTRONIC SIGNATURE.

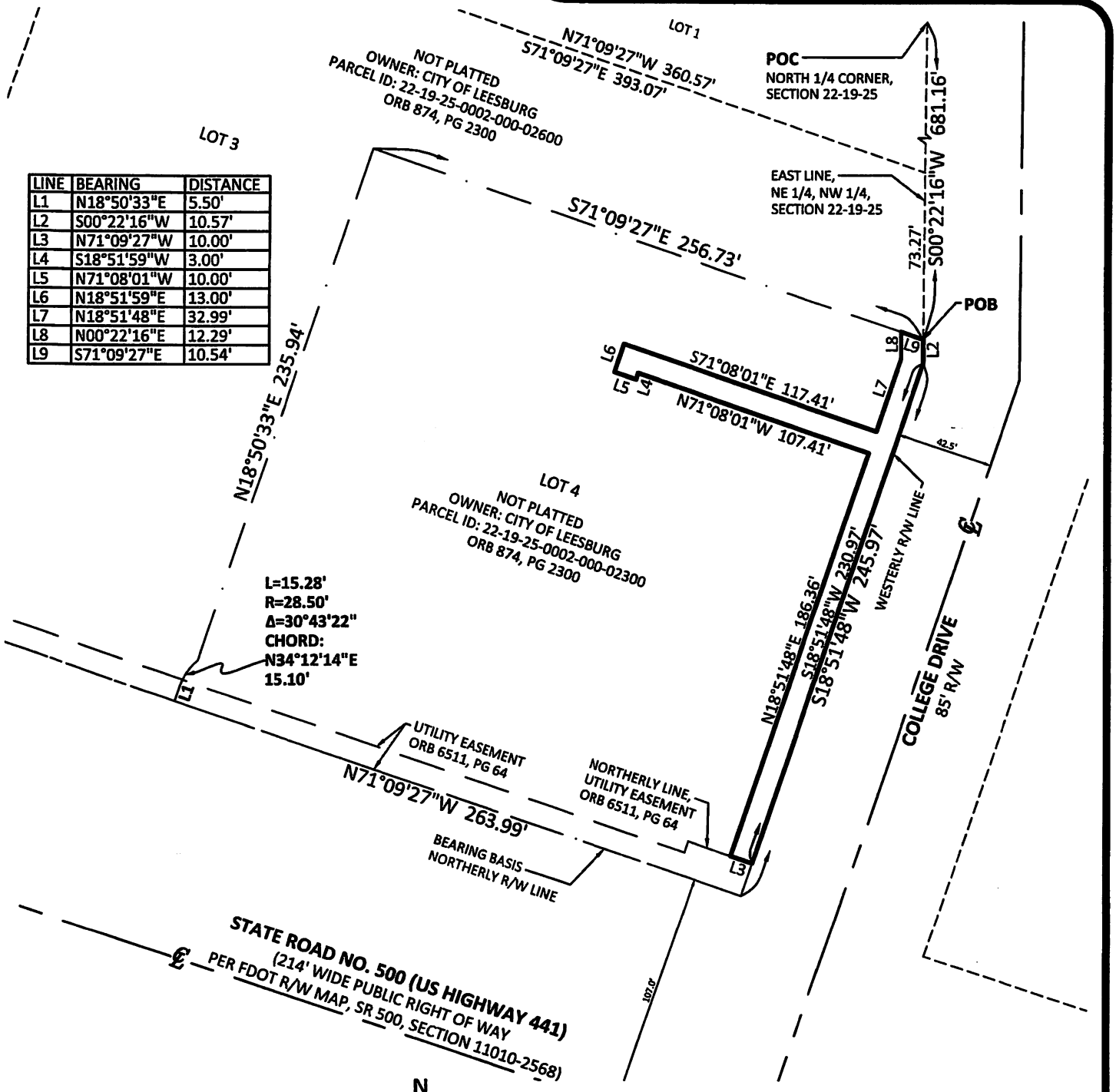
LEGEND

℄	- CENTERLINE
CM	- CONCRETE MONUMENT
Δ	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
INST	- INSTRUMENT NUMBER
L	- ARC LENGTH
(M)	- MEASURED
N&D	- NAIL AND DISK
ORB	- OFFICIAL RECORDS BOOK
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

SITE ADDRESS:
UNASSIGNED U.S. HWY 441
LEESBURG, FL 34748

SKETCH OF DESCRIPTION

SHEET 2 OF 2



LINE	BEARING	DISTANCE
L1	N18°50'33"E	5.50'
L2	S00°22'16"W	10.57'
L3	N71°09'27"W	10.00'
L4	S18°51'59"W	3.00'
L5	N71°08'01"W	10.00'
L6	N18°51'59"E	13.00'
L7	N18°51'48"E	32.99'
L8	N00°22'16"E	12.29'
L9	S71°09'27"E	10.54'

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

N
W Altamax Surveying E
S

GRAPHIC SCALE

0 60 120

1 INCH = 60 FEET

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.9.
Meeting Date:	March 23, 2026
From:	Al Minner, (City Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Road Transfer Agreement between the City of Leesburg and Lake County; and providing an effective date.

Staff Recommendation:
Approve resolution as presented.

Analysis:
Pursuant to county agreement, the ISBA, these are roads the city is required to adopt.

Procurement Analysis:
N/A

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

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A ROAD TRANSFER AGREEMENT BETWEEN THE CITY OF LEESBURG AND LAKE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Road Transfer agreement with Lake County, Florida, whose address is 315 W Main Street, P.O. Box 7800, Tavares, Florida 32778, for the transfer jurisdiction of roadways depicted in Exhibit A.

THAT this resolution shall become effective immediately.

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

_____
Mayor

ATTEST:

_____
City Clerk

ROAD TRANSFER AGREEMENT
(Related to the Interlocal Service Boundary Agreement dated December 3, 2014)

THIS IS A ROAD TRANSFER AGREEMENT ("Agreement") by and between Lake County, Florida, a political subdivision of the State of Florida ("County") and the City of Leesburg, a municipal corporation pursuant to the Laws of Florida, ("City"), collectively the "parties," regarding the transfer of jurisdiction and maintenance of certain specified roadways.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Paragraph 3.e, *Maintenance of ROW*, of the Interlocal Service Boundary Agreement (ISBA) dated December 3, 2014, states that the City, upon annexation of a sum of greater than fifty percent (50%) of the existing frontage of properties abutting any road right-of-way, excluding a county four-lane or greater roadway, shall assume maintenance responsibility for such road segment; and

WHEREAS, the County and the City desire to transfer jurisdiction of the roadways depicted in **Exhibit A,** attached hereto and incorporated herein, from the County to the City, to facilitate development occurring within the City; and

WHEREAS, the County and the City agree that entry of this Agreement between the parties benefits the residents of both jurisdictions and is in the best interests of the public health, safety and welfare of all residents of Lake County.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **County Obligations.** In accordance with Section 335.0415, Florida Statutes, the County transfers to the City any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the following roadways as depicted in

Exhibit A, attached hereto and incorporated herein, to include:

ROAD:	**FROM:**	**TO:**
Bridges Road	US 27	FL Turnpike (City Limits)
Busby Road	#2 Road	Terminus
Dewey Robbins Road	US 27	Terminus of ISBA
Duncan Road	Beginning (Dewey)	Terminus (BarKey)
Fernery Road	SR 44	City Limits
#2 Road	CR 48	Terminus of ISBA
Poe Road	SR 44	CR 473
Windmill Road	US 27	Terminus (Whispering Hills)

3. City Obligations.

A. As of the Effective Date as described herein, the City accepts any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the identified roadways and related right of ways.

B. The County will record an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, which shall be in substantially similar form to the Affidavit attached hereto and incorporated herein as **Exhibit B,** reflecting the effective date of the ownership and maintenance transfer. City will cooperate fully to execute this Affidavit and with any requests of County related to this Affidavit or such further transfer documents that County may deem necessary to effectuate this transfer.

4. Termination. This Agreement cannot be terminated unless mutually agreed upon by the parties in writing.

5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY	**CITY**
Lake County County Manager P.O. Box 7800 Tavares, Florida 32778	City of Leesburg City Manager 501 West Meadow Street P.O. Box 490630 Leesburg, FL 34749

With a copy to:
Lake County
County Attorney
P.O. Box 7800
Tavares, Florida 32778

A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

7. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

9. Effective Date. This Agreement shall become effective upon the date the last party hereto executes it; however, the effective date of the transfers shall be the date of execution of the Affidavit Affecting Real Property, attached hereto as **Exhibit B**.

10. Exhibits. This Agreement includes the following exhibits, all of which are incorporated in this Agreement as essential and material terms

Exhibit A .....Location of Segments
Exhibit B.....Affidavit Affecting Real Property

IN WITNESS WHEREOF, the parties, through their duly authorized representatives have signed and entered this agreement on the dates under each signature.

CITY

CITY OF LEESBURG

_____
Allyson E. Berry, Mayor

This _____ day of _____, 2026.

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
Grant Watson Esq., City Attorney

COUNTY

LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

EXHIBIT A – Page 1 of 8
Location of Segment to be Transferred

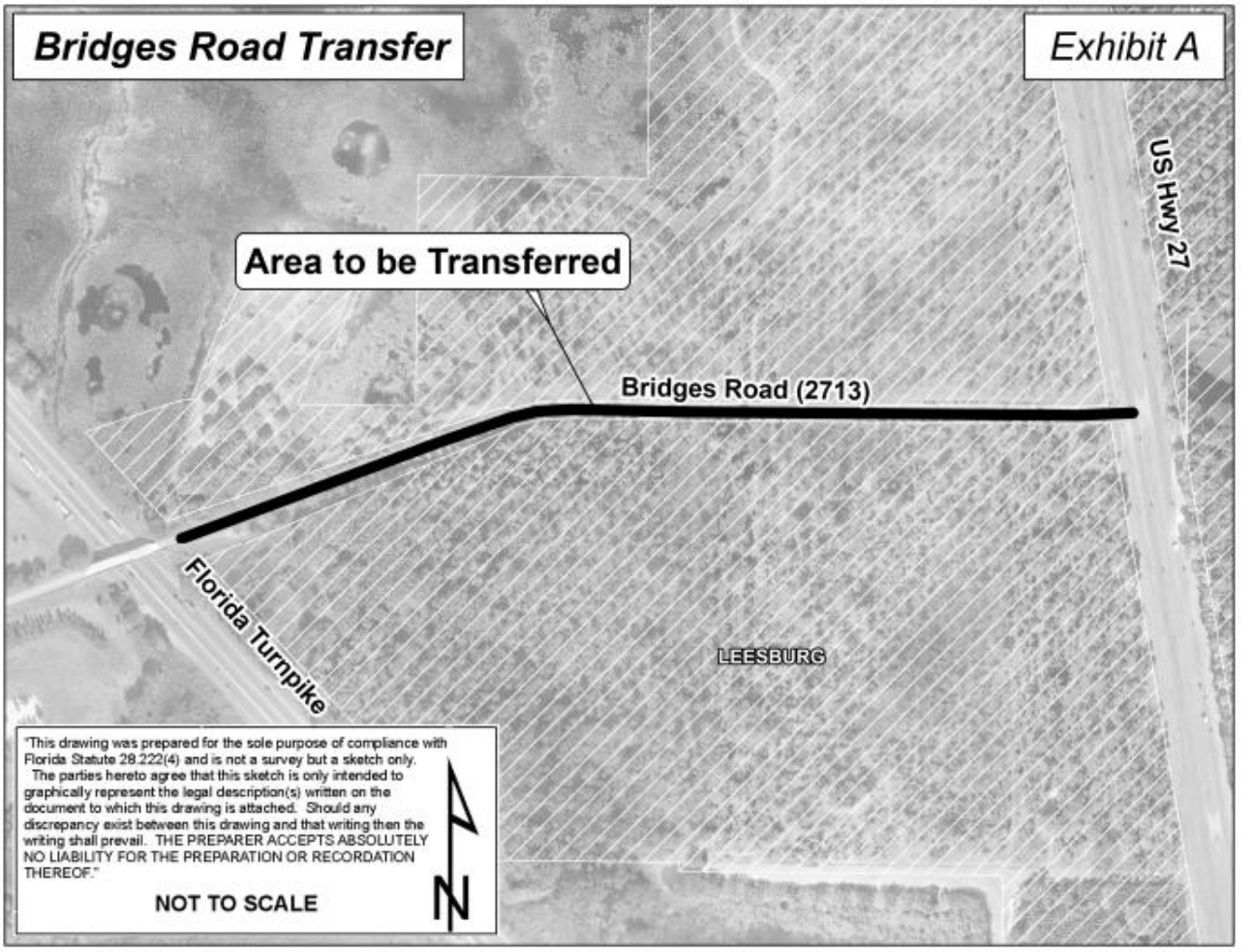


EXHIBIT A – Page 2 of 8
Location of Segment to be Transferred

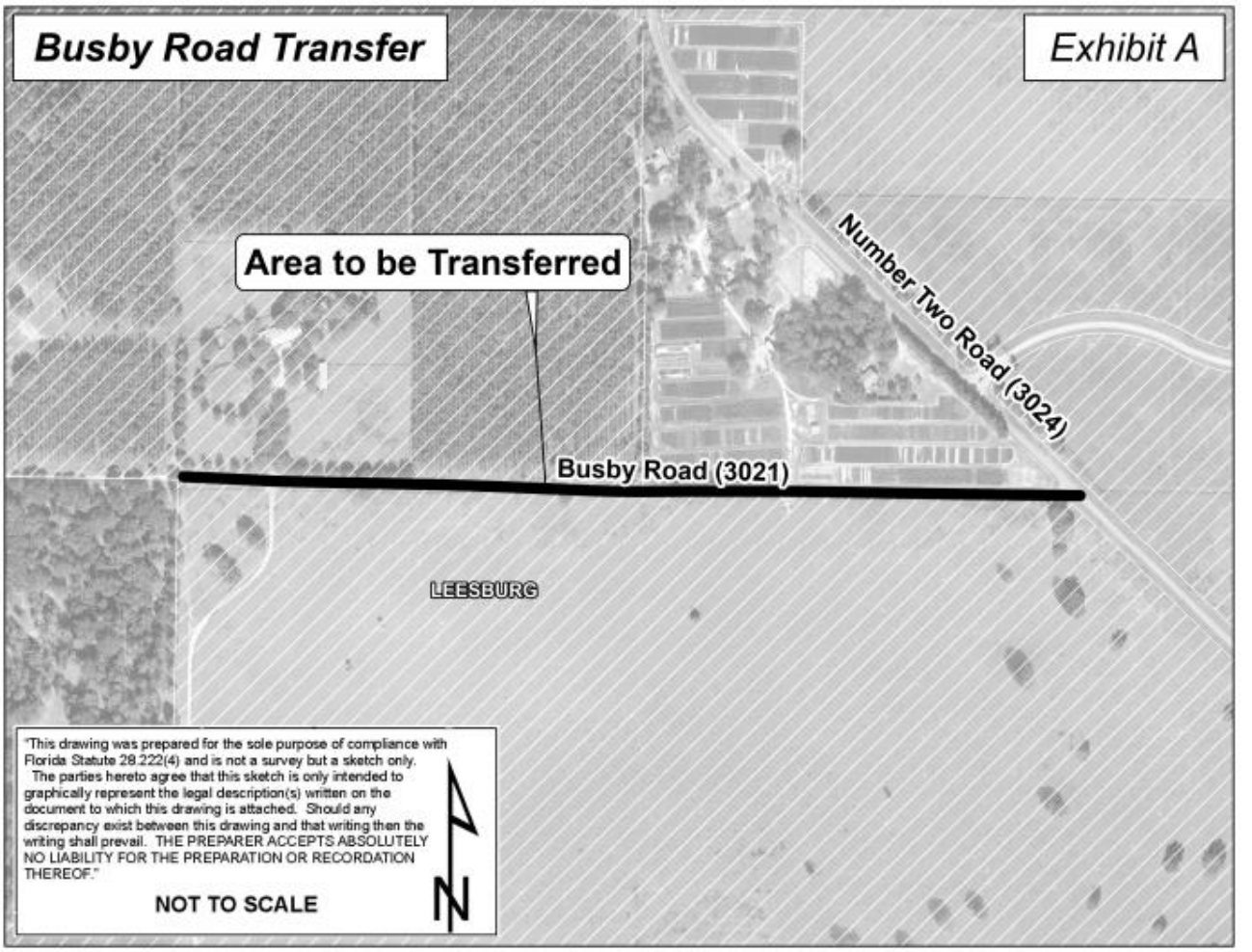


EXHIBIT A – Page 3 of 8
Location of Segment to be Transferred

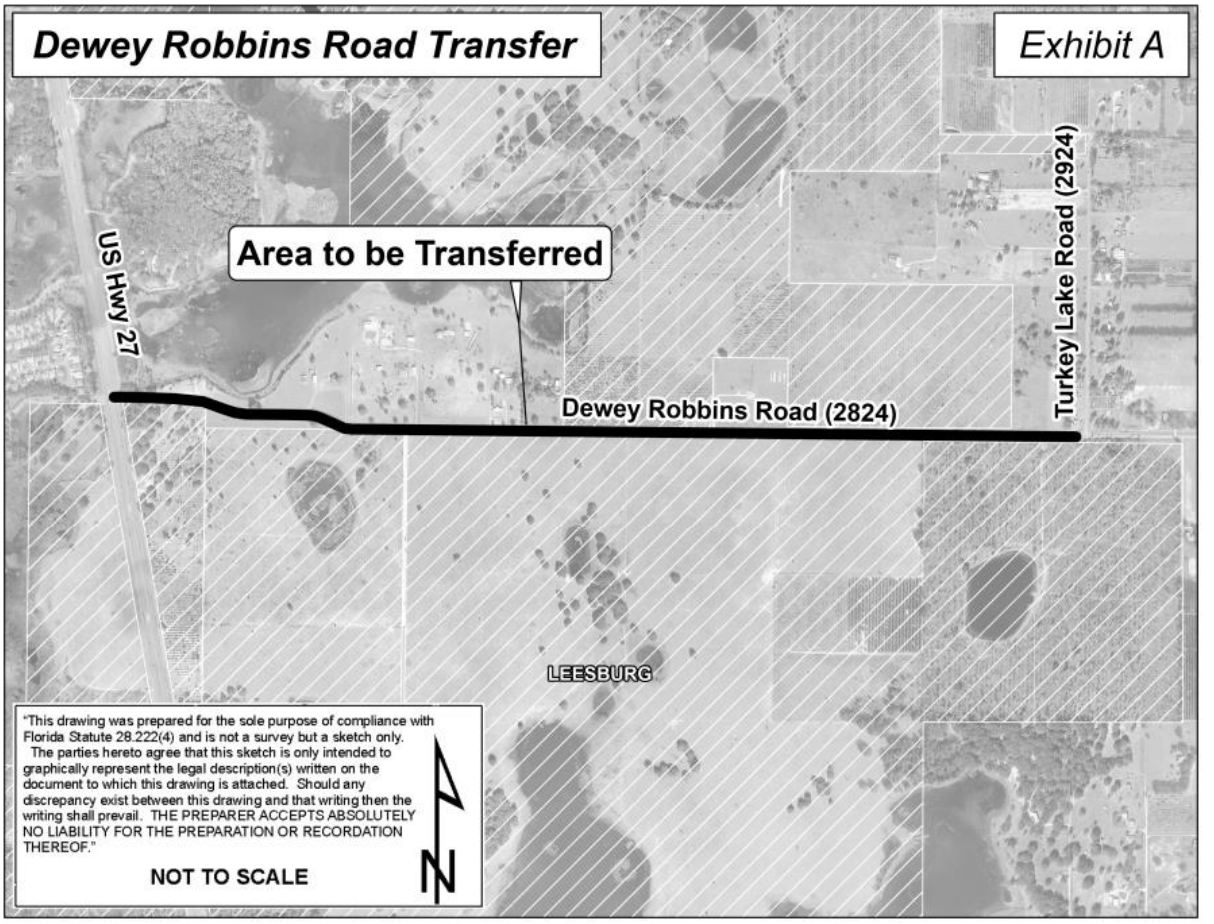


EXHIBIT A – Page 4 of 8
Location of Segment to be Transferred

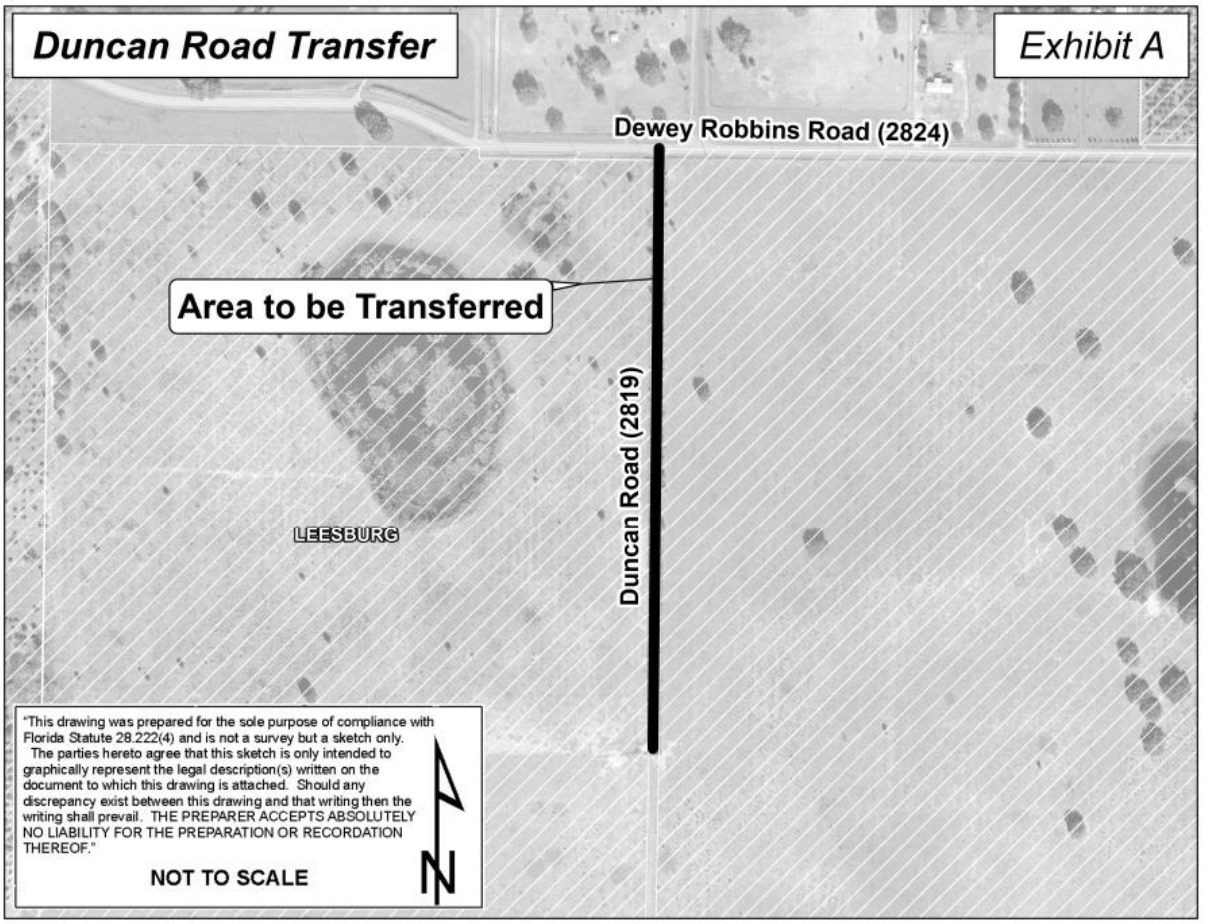


EXHIBIT A – Page 5 of 8
Location of Segment to be Transferred

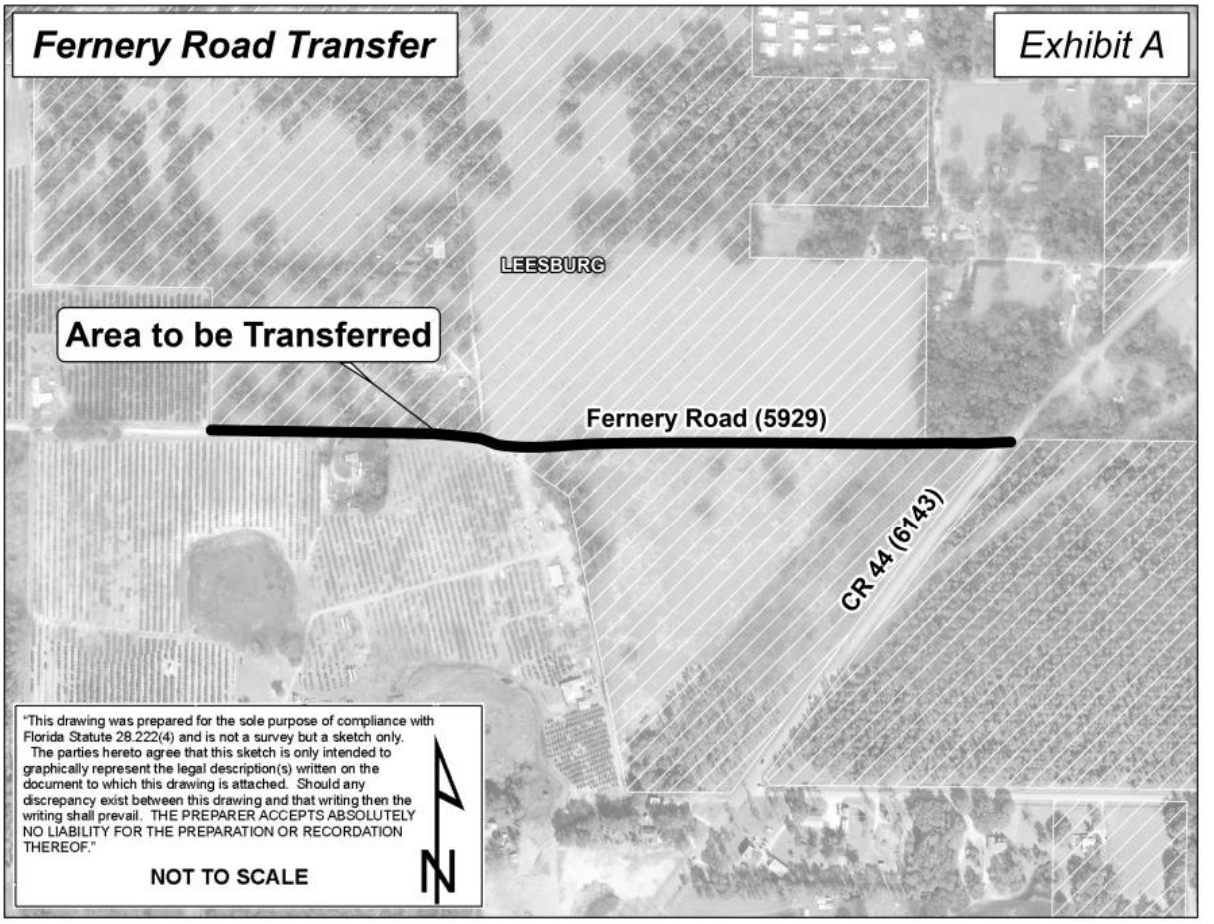


EXHIBIT A – Page 6 of 8
Location of Segment to be Transferred

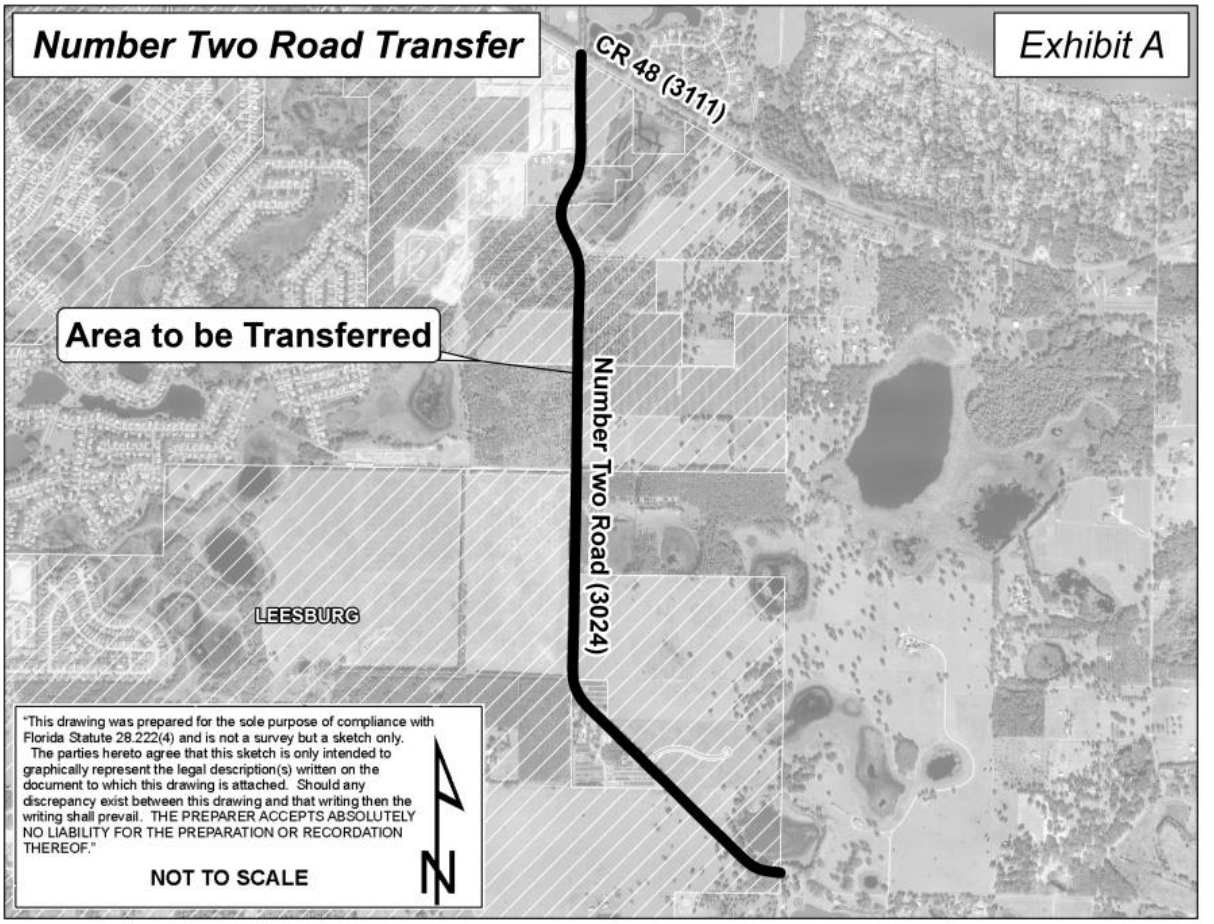


EXHIBIT A – Page 7 of 8
Location of Segment to be Transferred

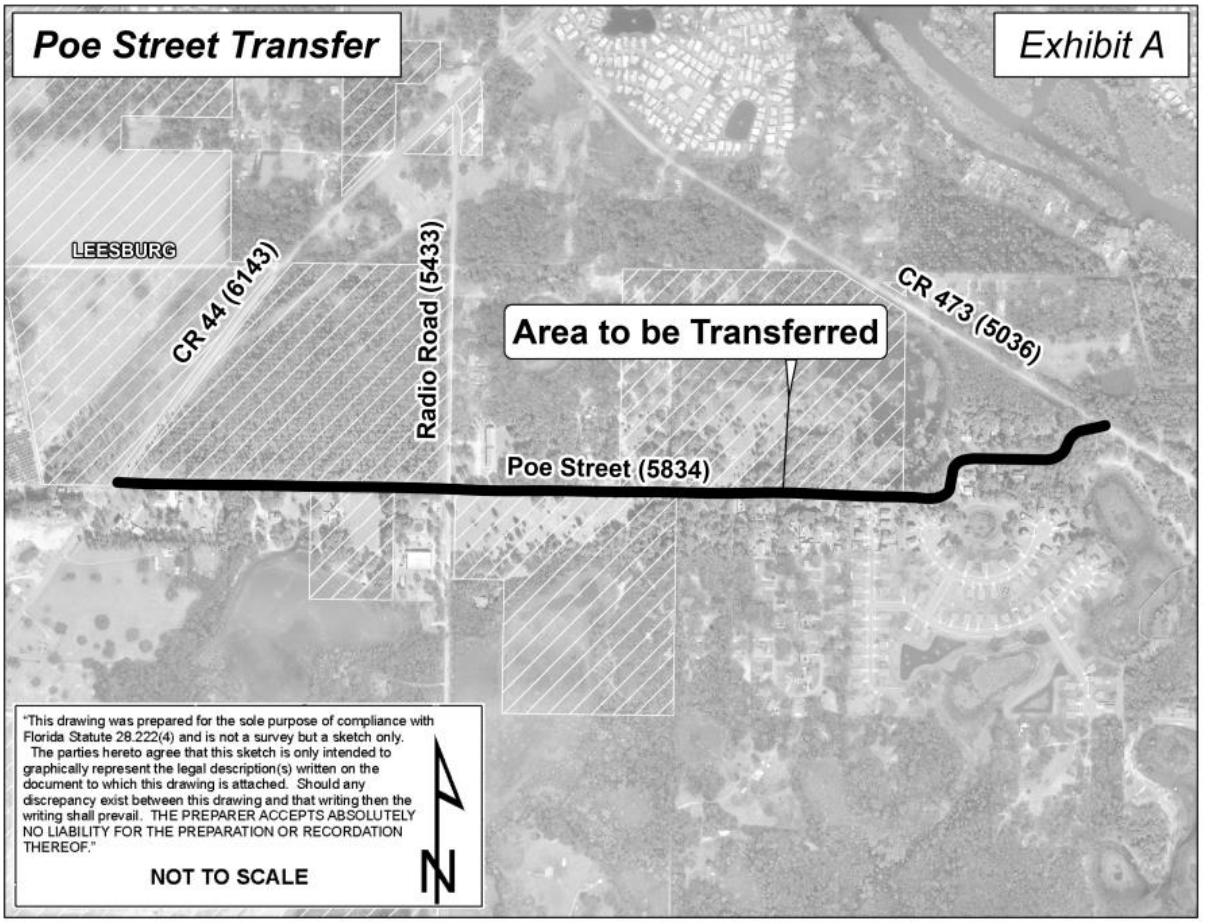


EXHIBIT A – Page 8 of 8
Location of Segment to be Transferred

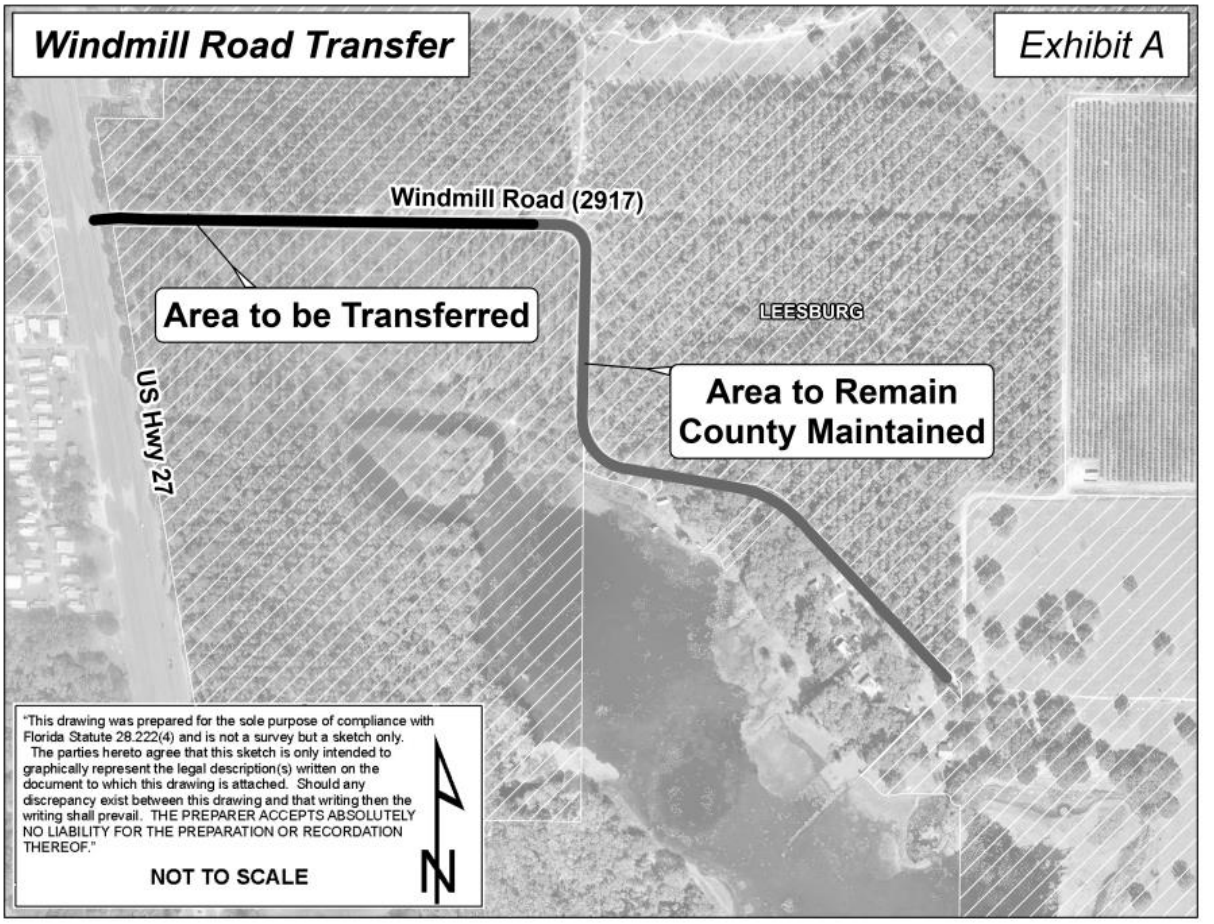


EXHIBIT B:

AFFIDAVIT AFFECTING REAL PROPERTY

{Pursuant to Section 695.26, Florida Statutes}

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this day personally appeared, AL MINNER, as City Manager for the City of Leesburg, 501 West Meadow Street, P.O. Box 490630, Leesburg Florida, 34749, who being first duly sworn, deposes and says:

1. This is an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, by which an interest in real property is assigned to the City of Leesburg ("City") via an Interlocal Road Transfer Agreement Between Lake County, Florida and City of Leesburg, Florida ("Interlocal Agreement").

2. As of _____(date), the Effective Date as defined in the Interlocal Agreement, any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the portion of the following roadways and related right of way, were transferred to the City, to wit:

ROAD:	FROM:	TO:
Bridges Road	US 27	FL Turnpike (City Limits)
Busby Road	#2 Road	Terminus
Dewey Robbins Road	US 27	Terminus of ISBA
Duncan Road	Beginning (Dewey)	Terminus (BarKey)
Fernery Road	SR 44	City Limits
#2 Road	CR 48	Terminus of ISBA
Poe Road	SR 44	CR 473
Windmill Road	US 27	Terminus (Whispering Hills)

3. This Affidavit is being recorded to provide notice to third parties that the City, its successors and assigns, are fully responsible for the maintenance of the herein described roadway and related right of way, that the County has assigned all responsibilities to the City, its successors and assigns for the property described in the Interlocal Agreement incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

_____
Al Minner, City Manager
City of Leesburg

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by Al Minner, as City Manager for the City of Leesburg, who is personally known to me or produced _____ as identification.

_____
Notary Public - State of Florida
Printed Name: _____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: March 23, 2026

From: Grant Watson

Subject: Resolution of the City Commission of the City of Leesburg, Florida, waiving and releasing a code enforcement fine and lien against the property located at 1215 W. Dixie Avenue, Leesburg, Florida 34748 (Alternate Key Number 1653916), owned by Robert G. Hicks, Trustee; authorizing execution of any documents necessary to release the fine and lien; and providing an effective date.

Staff Recommendation:
Staff recommends approving the Resolution to waive and release all code enforcement liens against the subject property.

Analysis:
A code enforcement order of fine was entered against this property because two untagged and inoperable vehicles were parked on the property in violation of Section 13-4 of the Code. The property has been accruing a fine of $100.00 per day since June 3, 2024, which has resulted in a substantial fine amount. The property owner insists that the vehicles were parked in that location after consultation with prior code enforcement officers to limit improper use of the area by third parties and that there were issues with receiving notices because the property owner now resides in MacClenny, Florida. Regardless, the vehicles have now been removed from the property and the property is now compliant with Code. In light of these circumstances, it would be reasonable to waive and release the fine against the property.

Procurement Analysis:
N/A

Options:
1. Adopt the Resolution approving the fine release and waiver as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, WAIVING AND RELEASING A CODE ENFORCEMENT FINE AND LIEN AGAINST THE PROPERTY LOCATED AT 1215 W. DIXIE AVENUE, LEESBURG, FLORIDA 34748 (ALTERNATE KEY NUMBER 1653916), OWNED BY ROBERT G. HICKS, TRUSTEE; AUTHORIZING EXECUTION OF ANY DOCUMENTS NECESSARY TO RELEASE THE FINE AND LIEN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert G. Hicks, Trustee of the Roberta Cherry Hicks Testamentary Trust ("Owner"), is the owner of the improved real property located at 1215 W. Dixie Avenue, Leesburg, Florida 34748 (the "Property");

WHEREAS, on April 16, 2025, an Order of Fine (the "Order of Fine") was entered against the Property and Owner because two untagged/inoperable vehicles were stored in plain view on the Property in violation of Section 13-4 of the City's Code (the "Violation");

WHEREAS, pursuant to the Order of Fine, a copy of which is attached hereto as Exhibit "A", a fine of $100.00 per day was imposed until the Violation was corrected, which has resulted in a significant fine against the Property;

WHEREAS, the Owner insists that he was instructed to park the vehicles on the Property after consultation with prior code enforcement officers to help limit improper use of the area by third parties, but Owner ultimately complied and
has removed the vehicles from the Property; and

WHEREAS, in light of the circumstances, and in recognition of the fact that the Property is now compliant with City Code requirements, the City Commission finds that it is in the best interest of all to release all fines imposed against the Property and Owner in connection with the above-referenced code enforcement proceedings.

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

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this Resolution as if fully set forth herein.

Section 2. Release and Waiver of Lien. The City Commission of the City of Leesburg hereby waives, releases and discharges the Findings of Fact, Conclusions of Law, and Order of Fine, recorded on May 27, 2025, in O.R. Book 6534, Page 492, of the Public Records of Lake County, Florida. The Mayor or City Manager, and the City Clerk are hereby authorized to execute and record a release and/or waiver of the Order of Fine or such other documentation as is reasonably necessary to ensure release of the Property and Owner from the Order of Fine.

Section 3. Effective Date. This Resolution shall be effective upon passage.

PASSED AND RESOLVED on this 23rd day of March 2026, by the City Commission of the City of Leesburg, Florida.

_____
Mayor

ATTEST:

_____
City Clerk

INSTRUMENT#: 2025064606 OR BK 6534 PG 492 PAGES: 4 5/27/2025 10:43:52 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $35.50

Case # 2024030010

THIS INSTRUMENT PREPARED BY AND RETURN TO: CITY OF LEESBURG POLICE DEPARTMENT
ATTN: Administrative Assistant. Code Enforcement Section
115 E. Magnolia Street
Leesburg, FL 34748

CODE ENFORCEMENT/SPECIAL MAGISTRATE IN AND FOR
THE CITY OF LEESBURG. LAKE COUNTY. FLORIDA

CASE # 2024030010

CITY OF LEESBURG.
Petitioner.

9589 0710 5270 1508 6229 44

Vs.

ROBERT G HICKS TRUSTEE
PO BOX 718
MACCLENNEY, FL 32063
Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER OF FINE

THIS CASE came before the Code Enforcement Special Magistrate for the City of Leesburg. Florida on May 20. 2025. for a violation of **Section 13-4 VEHICLES.** as found within the Order of Enforcement entered on May 22. 2024. At the hearing. the City of Leesburg("City"). Florida. was represented by its Code Enforcement Officer. Pamela Porter. The Property Owner did not appear at the hearing. The Special Magistrate heard testimony from the Code Enforcement Officer. Pamela Porter. and considered the evidence presented. and being otherwise duly advised in the premises. the Special Magistrate hereby issues these Findings of Fact and Conclusions of Law. and the following ORDER OF FINE is hereby entered as follows:

FINDINGS OF FACT

The Owner is the record owner of the real property located at: **1215 W. DIXIE AV.**, Leesburg. FL 34748. This said real property is described more particularly as follows: **ALTERNATE KEY: 1653916**

(The above-described property is hereinafter referred to as the "property")

On May 22. 2024. an Order of Enforcement was entered finding the Property Owner in violation of **Section 13-4 VEHICLES.**

1. On June 3, 2024. the Property was reinspected and was found not to be in compliance. The Property was reinspected on May 19. 2025. and was still not in compliance.
2. The Property Owner did not appear.

Based on clear and convincing evidence presented by the Code Enforcement Officer. the Owner was previously found in violation of **Section 13-4 VEHICLES.** of the City's Code of Ordinances and the Property remains in violation of this Ordinance.

CONCLUSION OF LAW:

A. As the Property was found to be in violation of **Section 13-4 VEHICLES,** of the City's Code of Ordinances and the Property Owner failed to remove the two vehicles from the Property within 10 days of the Order of Enforcement. a fine in the amount of $100.00 per day shall accrue from June 3. 2024. until compliance is achieved.
B. This ORDER OF FINE is warranted and fully supported by the evidence and testimony presented at the hearing. and the above-listed finding of fact.
C. Jurisdiction was reserved for the City to provide the costs it incurred in its attempt to secure the premises and mitigate health. safety. and welfare dangers.

IMPOSITION OF FINE:

Based on the foregoing and having considered the gravity of the violation and **actions not taken** by the Owner to correct the violation within the allotted time. it is therefore ORDERED that Respondent. **ROBERT G HICKS TRUSTEE, PO BOX 718, MACCLENNEY, FL 32063,** shall pay the following fines:

A. As the Property was previously found to be in violation of **Section 13-4 VEHICLES,** of the City's Code of Ordinances. for failing to remove the two vehicles from the Property within 10 days of the Order of Enforcement. a fine in the amount of $100.00 per day shall accrue from June 3. 2024. until compliance is achieved.
B. The Property Owner shall also be responsible for paying costs of $92.49. and all additional costs incurred by the City of Leesburg. until the Property has been brought into compliance.
C. The Property Owner shall pay the fines and fees as stated within this order. This Order is entered without prejudice to other remedies available to the city to protect the health. safety. and welfare pursuant to Florida law and the City's Code of Ordinances. Upon compliance and the amount of fine and costs being incurred. said

amount shall be paid to the City of Leesburg at 115 E. Magnolia St. Leesburg, Florida 34748, and telephone number of 352-728-9892.

Pursuant to Section 162.09, Florida Statutes, a certified copy of this Order shall be recorded in the public records of Lake County, Florida and shall constitute a lien against the above-described real property and upon and other real or personal property of the Owner.

The City of Leesburg may, if it determines according to its policies that it is necessary, place a lien and/or take foreclosure actions on the property if compliance is not achieved or if any and all fines that may be imposed are not paid, and authority to take corrective action including but not limited to securing the property. Such Order of Enforcement pursuant to Section 162.09 (3) Fla. Stat, shall become a lien upon said property which has a legal description of: **ALTERNATE KEY: 1653916**

This Order of Fines shall constitute a lien against the property on which the violation exists, and any other real or personal property owned by the violator.

Case Number: **2024030010**

DONE AND ORDERED at Leesburg, Florida, on April 16, 2025.

Kimberly A. Schulte
Special Magistrate

STATE OF FLORIDA
COUNTY OF LAKE

THE FOREGOING instrument was acknowledged before me, a Notary Public in the State of Florida, 21st day of April 2025, by Kimberly A. Schulte, who on this date was the Special Magistrate for the City of Leesburg and is personally known to me or produced a valid driver's license for identification.

Susan M. Baker (SEAL)
NOTARY PUBLIC

SUSAN M. BAKER
Notary Public-State of Florida
Commission # HH 504541
My Commission Expires
March 17, 2028

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to: **ROBERT G HICKS TRUSTEE, PO BOX 718, MACCLENNEY, FL 32063,** this 23 day of May, 2025.

Susan M. Baker
Signature

Susan Baker/Administrative Assistant
Printed Name/Title

City of Leesburg, County of Lake

I HEREBY CERTIFY that the above and the foregoing is a true and accurate copy of the Order Imposing Fine/Enforcement entered and filed in the case.

BY: Riley L Snavely 05-22-2025
Riley Snavely, Code Enforcement Supervisor Dated

This instrument prepared by
and return to:
William Grant Watson, Esquire
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

Parcel ID Number: 26-19-24-1600-003-01400

RELEASE AND WAIVER OF
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF FINE

THIS RELEASE AND WAIVER OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF FINE (the "Release") is executed this _____ day of _____, 2026, by THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation, whose mailing address is 501 W. Meadow Street, Leesburg, Florida 34748 (the "City"). On May 27, 2025, the City recorded an instrument entitled Findings of Fact, Conclusions of Law, and Order of Fine, which was recorded on, in O.R. Book 6534, Page 492, of the Public Records of Lake County, Florida (the "Lien"), which established a lien pursuant to Section 162.09(3), Florida Statutes against the real property owned by Robert G. Hicks, Trustee of the Roberta Cherry Hicks Testamentary Trust and described therein.

The City hereby waives releases, cancels, remises, and discharges from the Lien and operation of the Lien, the following real property, located in Lake County, Florida (hereinafter referred to as the "Property"):

Lot 15 and that part of Lot 14 in Block 3, in H. L. Kerl's Second Addition to the City of Leesburg, according to the plat thereof recorded in Plat Book 4, page 59, Public Records of Lake County, Florida, bounded and described as follows: Begin at the most Northerly corner of the said Lot 14; thence run Southwesterly along the Northwesterly line of the said Lot 14 a distance of 25 feet; thence run Southeasterly and parallel with the line dividing the said Lots 14 and 15 a distance of 150 feet to a point on the Southeasterly line of the said Lot 14; thence run Northeasterly along the Southeasterly line of the said Lot 14 to the most Easterly corner of the said Lot 14; thence run Northwesterly along the line dividing the said Lots 14 and 15 a distance of 150 feet to the point of beginning.

Parcel ID Number: 26-19-24-1600-003-01400

This Release shall operate as a full and complete release of the Lien as to the Property only. This Release does not constitute, and shall not be construed as constituting: (i) a general release of any other liens, claims, assessments, or encumbrances of any kind in favor of the City, whether arising before or after the date of the Lien or unrelated to the Lien, or (ii) a release of any criminal, civil, or administrative liability of any person or entity other than the specific code enforcement lien right evidenced by the Lien against the Property.

Nothing contained in this Release shall be deemed to: (i) waive, modify, limit, or impair the City's right and authority to enforce its present or future ordinances, codes, regulations, or laws against the owner or Property or any successor owner, tenant, occupant, or any other person or entity; or (ii) the City's right to impose, assess, or record any new or additional lien(s) in accordance with applicable law for any subsequent or continuing violations of the City's code of ordinances or for any other lawful basis separate and distinct from the Lien; or (iii) the City's right to collect, pursue, or enforce any amounts, obligations, or claims not specifically secured by the Lien and not expressly released by this instrument.

Signed, sealed and delivered
in the presence of:

THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation

By: _____
Allyson E. Berry, Mayor

Witness Signature

_____
Printed Name

_____
Witness Signature

_____
Printed Name

Attest:

_____
J. Andi Purvis, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Allyson E. Berry as the Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who is ☐ personally known to me, or ☐ has produced _____ as identification.

_____
Notary Signature

_____
Printed Notary Signature
My Commission Expires:

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: March 23, 2026

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 25.07 +/- acres; and being generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, lying in Section 20, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Lake Margaretta Phase 2 ANNX).

Staff Recommendation:
The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 25.07 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 25.07 +/- acres, generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, as shown on the attached Extended Aerial Map. At this time, the property is vacant. The current zoning is Lake County R-1 (Rural Residential); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is for the developer to utilize City utilities and Codes. The proposal for the development is 75 single-family homes.

The property is surrounded by Lake County R-1 (Rural Residential) and City PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, the proposed request is consistent with the surrounding properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, had recommendations for approval from the Planning Commission at the public hearing held on December 18, 2025.

Procurement Analysis:
N/A

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

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 25.07 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 48, EAST OF NUMBER TWO ROAD, AND WEST OF TRIMPI ROAD, LYING IN SECTION 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (LAKE MARGARETTA PHASE 2 ANNX).

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

Section 1.

Based upon the petition of Robert Zlatkiss (American Land Mount Dora, LLC), on behalf of Lynn W. Crenshaw, Susan W & Robert Louis Davis, Michael D. Slater, Rick E. & Tina M. Cheek, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

(Legal Description)
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 3;

Section 3.

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

hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Lake Margaretta Phase 2

LEGAL DESCRIPTION

Parcel 1

N 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4 ORB 1004 PG 2000, ORB 1004 PG 2011 ORB 1352 PG 802

Parcel 2

S 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4 ORB 1004 PG 2002 ORB 1004 PG 2012

Parcel 3

E 1/2 OF NE 1/4 OF NW 1/4 OF NW 1/4--LESS S 208.71 FT OF E 208.71 FT-- ORB 1373 PG 71

Parcel 4

S 208.71 FT OF E 208.71 FT OF NE 1/4 OF NW 1/4 OF NW 1/4 ORB 1373 PG 71

Parcel 5

NW 1/4 OF NE 1/4 OF NW 1/4 OF SEC 20-20-25 ORB 5163 PG 909

Extended Aerial

Planning & Zoning Department

N

0 550 1,100 Feet

Lake Margaretta Phase 2

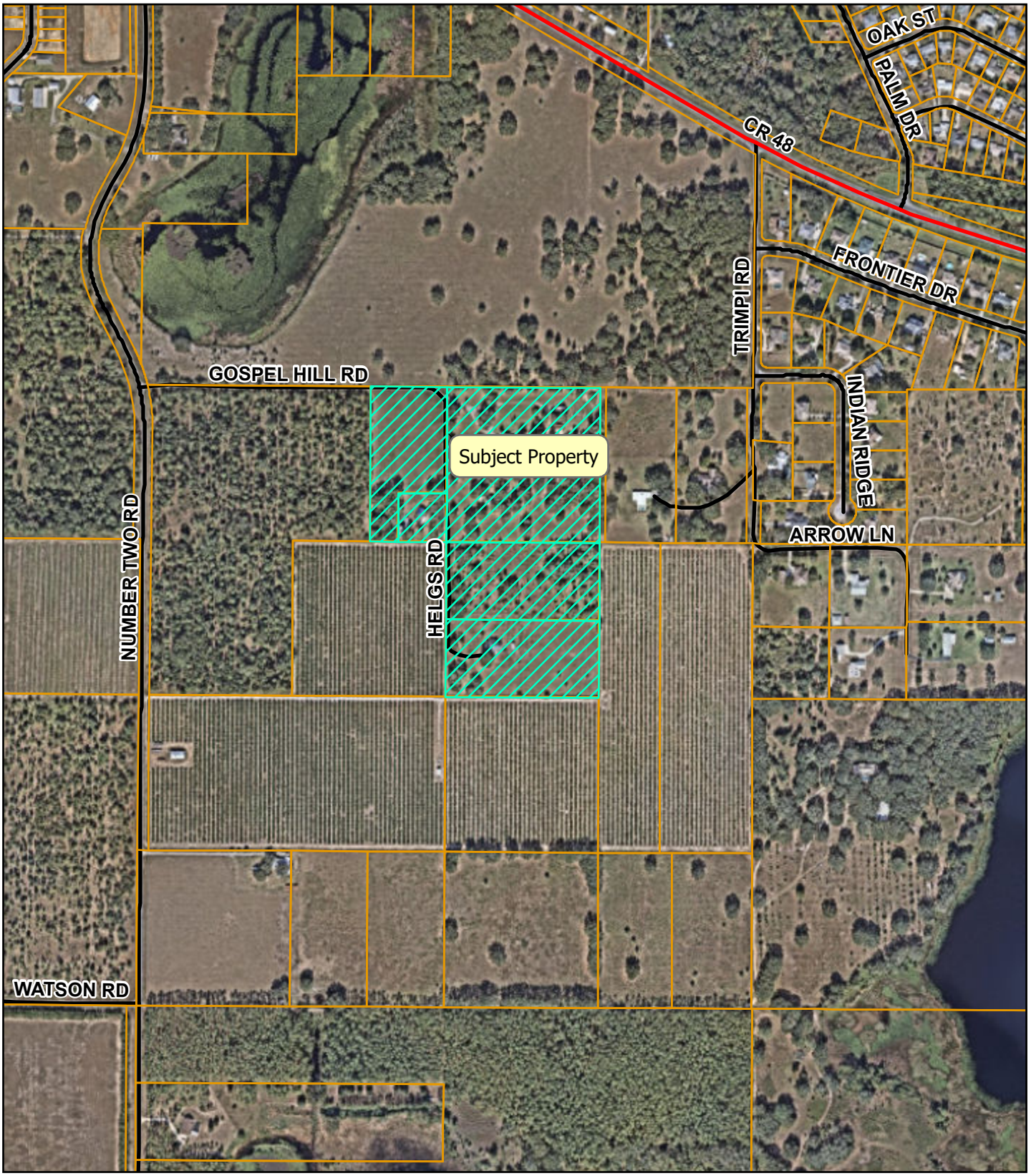
SSCP-25-748, PUD-25-749

AK#s - 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Aerial



Planning & Zoning Department

N

0 255 510 Feet

Lake Margaretta Phase 2

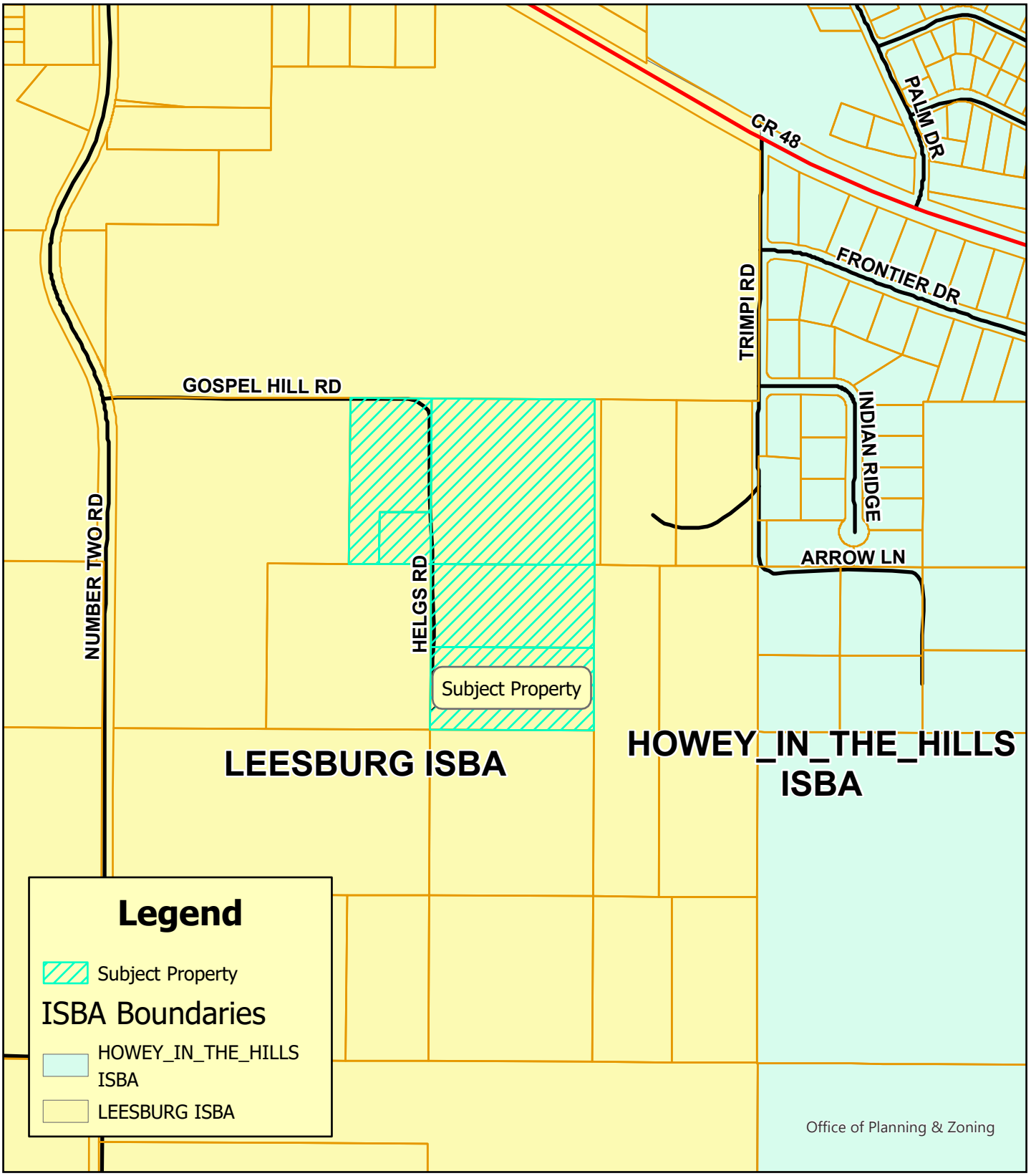
SSCP-25-748, PUD-25-749

AK#s 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

ISBA Boundaries



Planning & Zoning Department

N

0 238 475 Feet

Lake Margaretta Phase 2

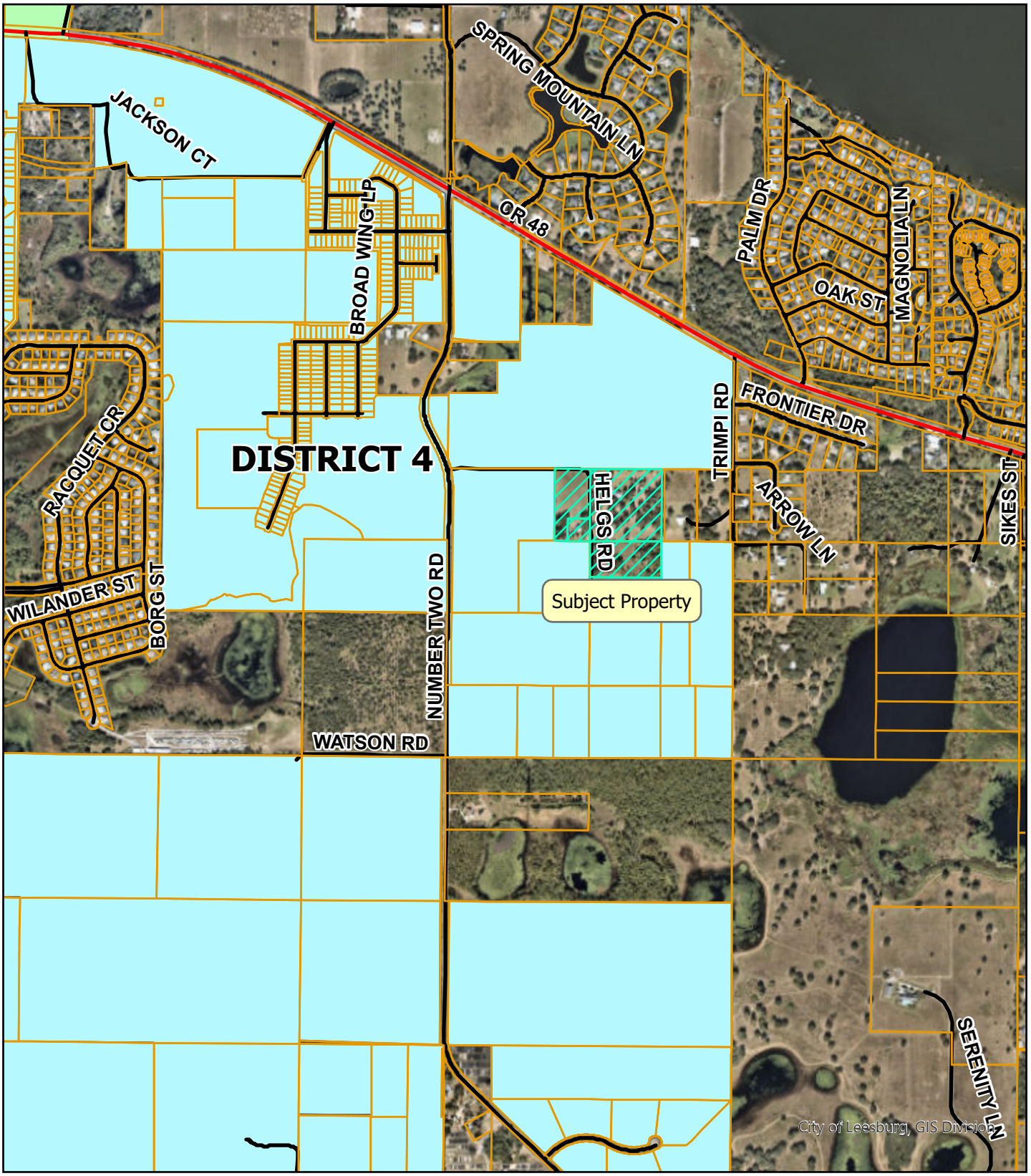
SSCP-25-748, PUD-25-749

AK#S 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Commission District



Planning & Zoning Department

N

0 550 1,100 Feet

Lake Margaretta Phase 2

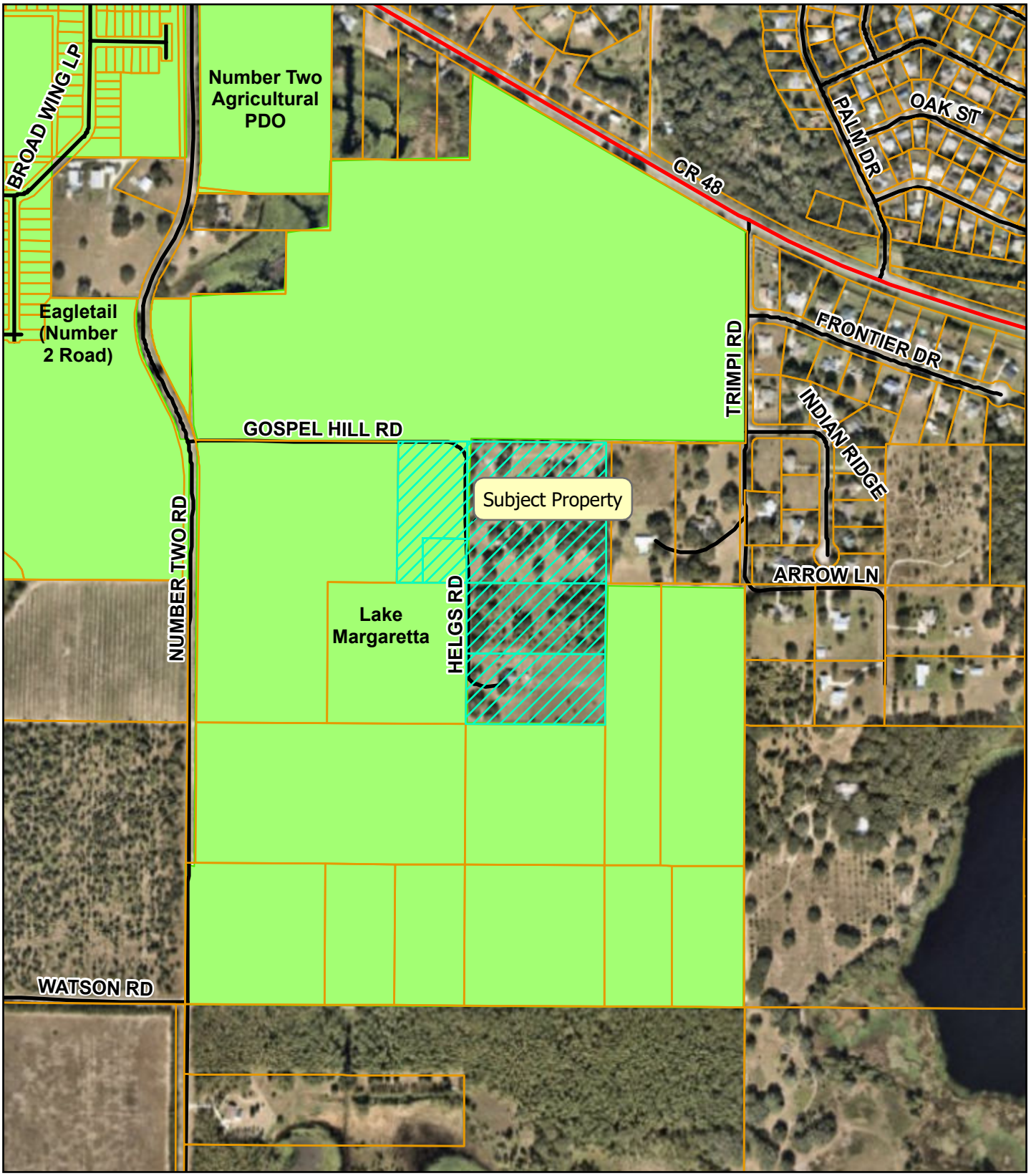
SSCP-25-748, PUD-25-749

AK#s 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 12/17/2025

Developments



Planning & Zoning Department

N

0 280 560 Feet

Lake Margaretta Phase 2

SSCP-25-748, PUD-25-749

AK#s 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 12/17/2025

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.2.
Meeting Date:	March 23, 2026
From:	Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)
Subject:	An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain real property consisting of approximately 25.07 +/- acres; and being generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, lying in Section 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta Phase 2 SSCP)

Staff Recommendation:
The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 25.07 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 25.07 acres. The property is generally located south of CR 48, east of Number Two Road, and west of Trimpi Road. The property is vacant. The proposed use is 75 single-family homes. The surrounding Future Land Use Map designations of Lake County Rural Transition and City of Leesburg Estate Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

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

Procurement Analysis:
N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 25.07 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 48, EAST OF NUMBER TWO ROAD, AND WEST OF TRIMPI ROAD, LYING IN SECTION 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE MARGARETTA PHASE 2 SSCP)

WHEREAS, the City Commission has received recommendations and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 25.07 +/-acres of land generally located south of CR 48, east of Number Two Road, and west of Trimpi Road from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 20, Township 20 South, Range 25 East, Lake County, Florida;

Section 2.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Lake Margaretta Phase 2

LEGAL DESCRIPTION

Parcel 1

N 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4 ORB 1004 PG 2000, ORB 1004 PG 2011 ORB 1352 PG 802

Parcel 2

S 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4 ORB 1004 PG 2002 ORB 1004 PG 2012

Parcel 3

E 1/2 OF NE 1/4 OF NW 1/4 OF NW 1/4--LESS S 208.71 FT OF E 208.71 FT-- ORB 1373 PG 71

Parcel 4

S 208.71 FT OF E 208.71 FT OF NE 1/4 OF NW 1/4 OF NW 1/4 ORB 1373 PG 71

Parcel 5

NW 1/4 OF NE 1/4 OF NW 1/4 OF SEC 20-20-25 ORB 5163 PG 909

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: December 18, 2025
OWNERS: Lynn W. Crenshaw, Susan W & Robert Louis Davis, Michael D. Slater, Rick E. & Tina M. Cheek
PETITIONER: Robert Zlatkiss (American Land Mount Dora, LLC)
PROJECT: Lake Margaretta Phase 2
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Rural Transition to City of Leesburg Estate Residential and Rezone from Lake County R-1 (Rural Residential) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: *ANNX-25-747*, SSCP-25-748, PUD-25-749

GENERAL LOCATION: South of CR 48, east of Number Two Road, and west of Trimpi Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Estate Residential
South – City of Leesburg Estate Residential
East – Lake County Rural Transition, City of Leesburg Estate Residential
West – City of Leesburg Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: City Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg PUD (Planned Unit Development)
South – City of Leesburg PUD (Planned Unit Development)
East – Lake County R-1 (Rural Residential); City of Leesburg PUD (Planned Unit Development)
West – City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Vacant Residential

SURROUNDING EXISTING LAND USE:

North – Pasture Improved Hay
South – Orange Grove
East – Single Family, Orange Grove
West – Timber, Orange Grove

PROPOSED LAND USE: Residential Subdivision.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE:	December 18, 2025
OWNERS:	Lynn W. Crenshaw, Susan W & Robert Louis Davis, Michael D. Slater, Rick E. & Tina M. Cheek
PETITIONER:	Robert Zlatkiss (American Land Mount Dora, LLC)
PROJECT:	Lake Margaretta Phase 2
REQUEST:	A Request to Amend the Comprehensive Plan from Lake County Rural Transition to City of Leesburg Estate Residential and Rezone from Lake County R-1 (Rural Residential) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.:	*ANNX-25-747*, SSCP-25-748, PUD-25-749

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments as of 12/12/2025

FIRE

In reference to Case Number SSCP-25-748, PUD-25-749

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-748, PUD-25-749 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

Amanda Stevenson 12/11/2025

ELECTRIC

"This is outside of Leesburg Electric Service territory. No objections." – Steve Davis 11/18/2025

GAS

"No comment." – Brandon Smith 12/12/2025

GIS

"No comment." – Nick Tota 11/18/2025

BUILDING

No comments as of 12/12/2025

PUBLIC WORKS

"Public Works has no issues with the rezoning however, if the developer intends to connect to City sewer I would advise them to reach out to Public Works to coordinate modeling of the system to ensure we have capacity for their project in our Forcemain along CR 48!" – Cliff Kelsey 11/19/2025

ADDRESSING

No comments as of 12/12/2025

ECONOMIC DEVELOPMENT

No comments as of 12/12/2025

LAKE COUNTY PUBLIC WORKS

"No comment." – Seth Lynch, 11/18/2025

LAKE COUNTY SCHOOLS

I have received the Adequate Public Facilities (APF) request via your dropbox information.
The applicant had not submitted an application request directly to the school district.
I will contact the applicant directly for review fee payment.

Once the APF determination is issued I will forward a copy of the letter for your file.

The APF is not a school concurrency determination. School concurrency review will be required prior to site development.

Hellen LaValley 11/24/2025

PUBLIC RESPONSES

Approval

No comments as of 12/12/2025

Disapproval

No comments as of 12/12/2025

Notice of Appearance filed:

No comments as of 12/12/2025

PUBLIC COMMENTS (APPROVAL)

No comments as of 12/12/2025

PUBLIC COMMENTS (DISAPPROVAL)

No comments as of 12/12/2025

PUBLIC COMMENTS (UNDECIDED)

No comments as of 12/12/2025

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	December 18, 2025
OWNERS:	Lynn W. Crenshaw, Susan W & Robert Louis Davis, Michael D. Slater, Rick E. & Tina M. Cheek
PETITIONER:	Robert Zlatkiss (American Land Mount Dora, LLC)
PROJECT:	Lake Margaretta Phase 2
REQUEST:	A Request to Amend the Comprehensive Plan from Lake County Rural Transition to City of Leesburg Estate Residential
CASE NO.:	SSCP-25-748

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

<u>APPROVAL</u> of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed request is compatible with the adjacent Future Land Use designations of Lake County Rural Transition and City of Leesburg Estate Residential.

3. The proposed request is compatible with the proposed zoning of City of Leesburg PUD (Planned Unit Development), as conditioned.

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6 and 1.8.

Action Requested:

1. Vote to **approve** the Small-Scale Comprehensive Plan amendment from Lake County Rural Transition to City of Leesburg Estate Residential, and forward the recommendation to the City Commission for consideration.

Extended Aerial

Planning & Zoning Department

N

0 550 1,100 Feet

Lake Margaretta Phase 2

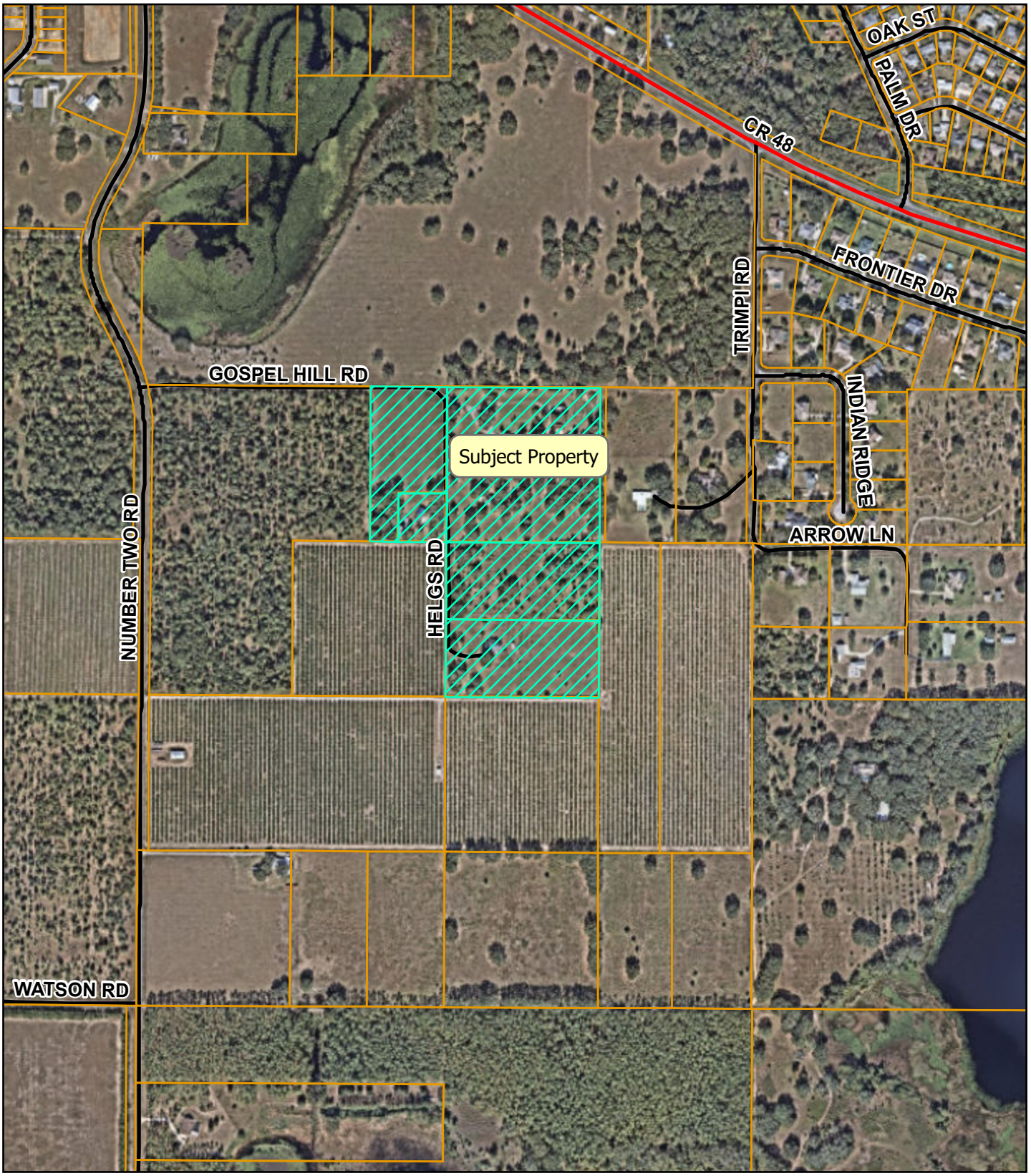
SSCP-25-748, PUD-25-749

AK#s - 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Aerial



Planning & Zoning Department

N

0 255 510 Feet

Lake Margaretta Phase 2

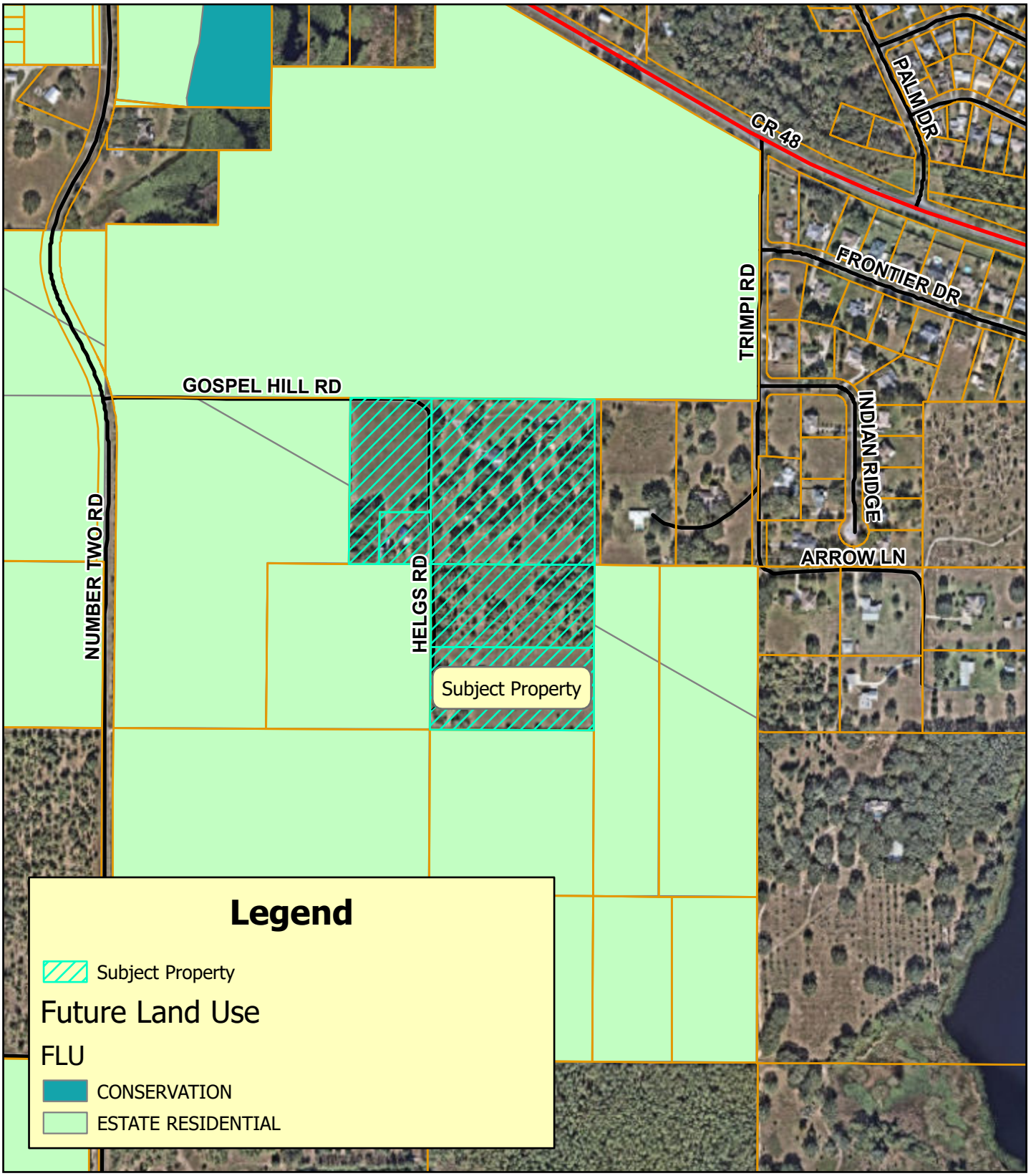
SSCP-25-748, PUD-25-749

AK#s 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Future Land Use



Planning & Zoning Department

N

0 238 475 Feet

Lake Margaretta Phase 2

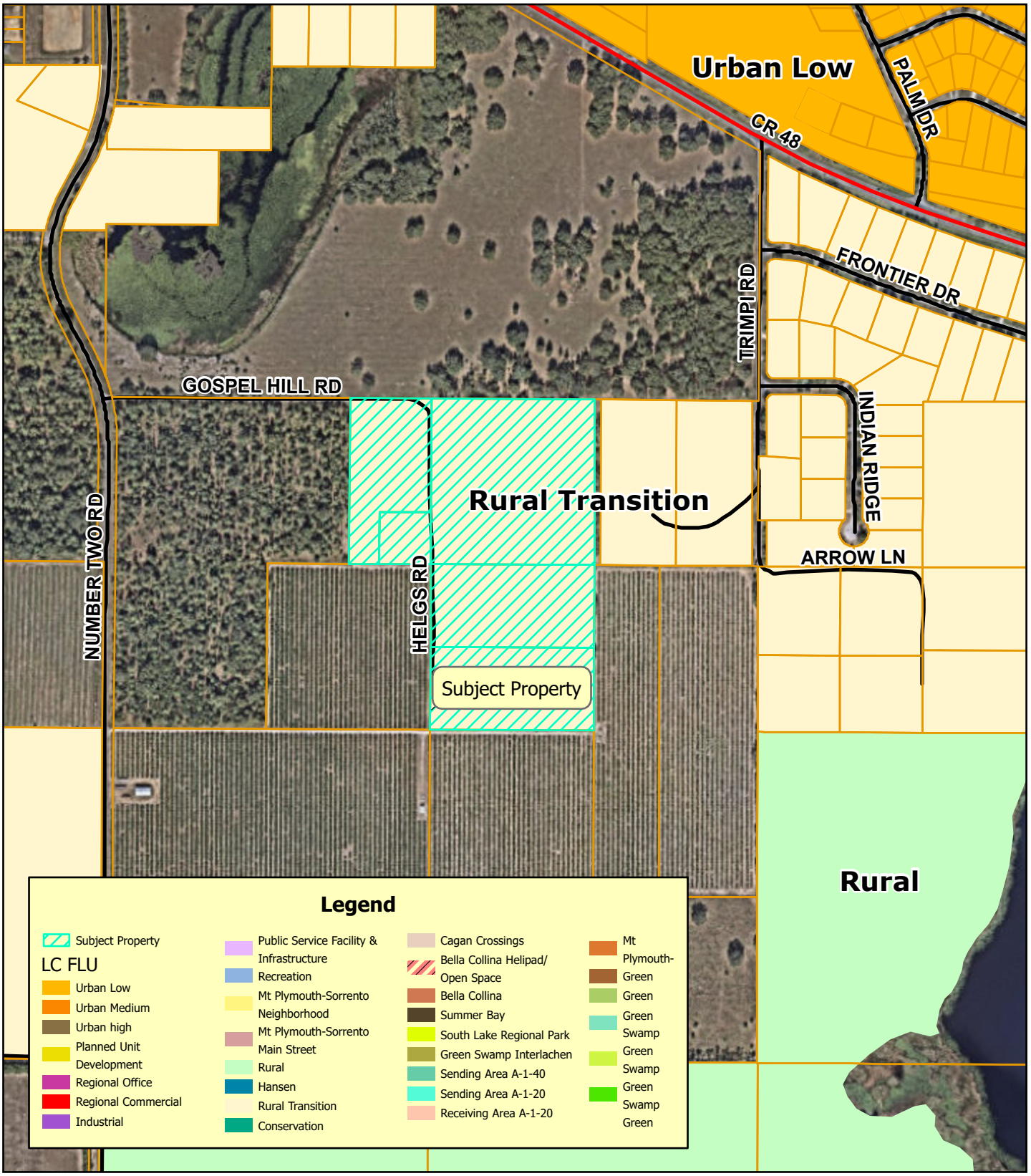
SSCP-25-748, PUD-25-749

AK#S 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Lake County Future Land Use



Planning & Zoning Department

N

0 238 475 Feet

Lake Margaretta Phase 2

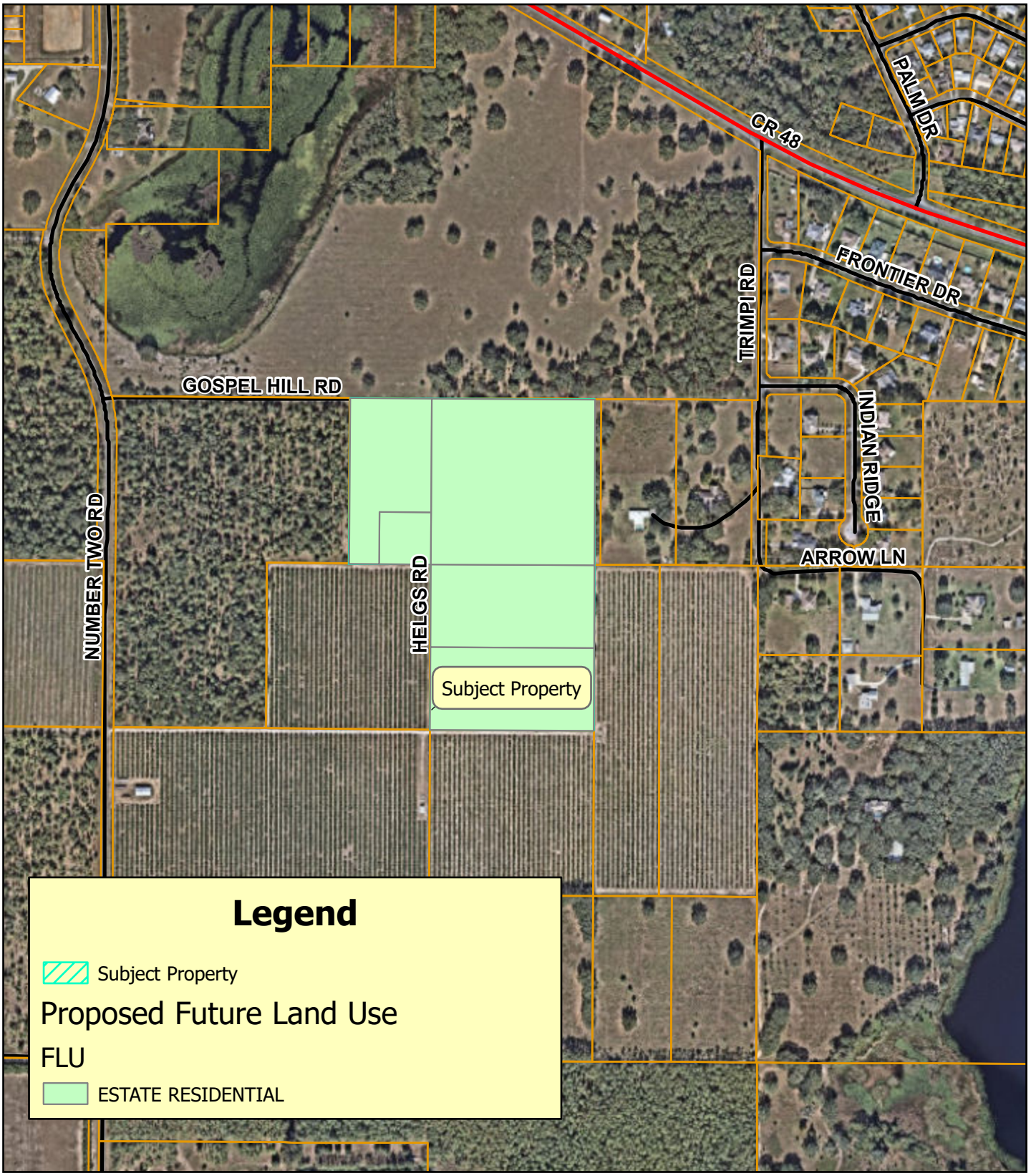
SSCP-25-748, PUD-25-749

AK#S 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Proposed Future Land Use



Planning & Zoning Department

N

0 238 475 Feet

Lake Margaretta Phase 2

SSCP-25-748, PUD-25-749

AK#S 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: March 23, 2026

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

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

Staff Recommendation:
Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow for 75 single-family homes.

Analysis:
The project site is approximately 25.07 +/- acres, and is generally located south of CR 48, east of Number Two Road, and west of Trimpi Road as shown on the attached maps. At this time, the property is vacant. The proposal will allow for 75 single-family homes. The existing land uses surrounding the property are Pasture Improved Hay, Orange Grove, Single-Family Residential, and Timber. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

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

Procurement Analysis:
N/A

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

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

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 25.07 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 75 SINGLE-FAMILY HOMES, FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, EAST OF NUMBER TWO ROAD, AND WEST OF TRIMPI ROAD, LYING IN SECTION 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE MARGARETTA PHASE 2 PUD)

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

Section 1.

Based upon the petition of Robert Zlatkiss (American Land Mount Dora, LLC), on behalf of Lynn W. Crenshaw, Susan W & Robert Louis Davis, Michael D. Slater, Rick E. & Tina M. Cheek, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LAKE MARGARETTA PHASE 2
PLANNED UNIT DEVELOPMENT AGREEMENT
DECEMBER 18, 2025

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Lynn W Crenshaw, 315 SE Sunrise Dr, Mountain Home, ID 83647; Susan W & Robert Louis Davis, 7210 Helgs Rd, Howey in the Hills, FL 34737; Michael D Slater, 7100 Helgs Rd, Howey in the Hills, FL 34737; Rick E & Tina M Cheek, 7091 Helgs Rd, Howey in the Hills, FL 34737, (Robert Zlatkiss, American Land Mount Dora, LLC, Petitioner), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential subdivision consisting of approximately 25.07 +/- acres containing detached single-family residential units and associated amenities, generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Lynn W Crenshaw, 315 SE Sunrise Dr, Mountain Home, ID 83647; Susan W & Robert Louis Davis, 7210 Helgs Rd, Howey in the Hills, FL 34737; Michael D Slater, 7100 Helgs Rd, Howey in the Hills, FL 34737; Rick E & Tina M Cheek, 7091 Helgs Rd, Howey in the Hills, FL 34737, (Robert Zlatkiss, Esq., American Land Mount Dora, LLC, Petitioner), "Permittee"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

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

3. LAND USE

The above-described property, containing approximately 25.07 +/- acres, shall be used for platted, detached single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Outdoor recreation intended for the primary use of residents, such as trails, parks, and outdoor fitness equipment.
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. Phase II shall seamlessly integrate with approved Ordinance 25-44 (Phase I), at a gross density not to exceed 3.00 units per acre on the approximately (25.07+195.60=) 220.67 acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. Each detached single-family residential unit shall have a minimum two (2) car garage.

C. Defined closet space for each additional bedroom above the minimum house size may be included in the minimum square footage requirement herein.

D. Gutters shall be installed on the side and rear horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required. All lots shall be designed to direct stormwater to the appropriate drainage system(s).

E. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement.

F. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

G. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.

H. Maximum building height: two (2) stories or 35 feet.

I. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.

J. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.

K. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."

L. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

M. Perimeter lots (adjacent to the overall property boundary), shall be 70' wide, and the remainder lots will be a mixture of 50' and 60' lots provided that the overall mixture of lot sizes combined for the overall project are consistent with the approved lot mix for the Phase 1 PUD.

N. The minimum lot development standards shall be:

1. For 50-foot lots:
    a. Minimum house size: 1,700 square feet living area (under roof).
    b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
    c. Minimum lot size shall be 6,000 square feet.
    d. Minimum lot width 50 feet
    e. Minimum lot depth 120 feet
    f. Minimum building setbacks:
    Front – 25 feet;
    Porch – 20 feet (porch must be a minimum width of 5 feet).
    Rear – 18 feet;
    Side – 5 feet;
    Corner Side – 15 feet.

2. For 60-foot lots:
    a. Minimum house size: 1,800 square feet (under roof).
    b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
    c. Minimum lot size shall be 7,200 square feet.
    d. Minimum width 60 feet
    e. Minimum depth 120 feet
    f. Minimum building setbacks:
    Front – 25 feet;
    Porch – 20 feet (porch must be a minimum width of 5 feet).
    Rear – 18 feet;
    Side – 5.0 feet;

Corner Side – 15 feet.

3. For 70-foot lots:
   a. Minimum house size: 1,900 square feet (under roof).
   b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
   c. Minimum lot size shall be 8,400 square feet.
   d. Minimum width 70 feet
   e. Minimum depth 120 feet
   f. Minimum building setbacks:
      Front – 25 feet;
      Porch – 20 feet (porch must be a minimum width of 5 feet).
      Rear – 18 feet;
      Side – 7.5 feet;
      Corner Side – 15 feet.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

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

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director or designee for compliance prior at time of site plan review.

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

D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.

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

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25) foot wide landscape buffer tract shall be provided along the east boundary that is not adjacent to Lake Margaretta Estates with plantings as shown in Figure B below.

C. All landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

D. Each platted single-family residential lot of record shall contain a minimum of one canopy or understory tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees,* plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

E. A split-rail fence or opaque plank fence, of either wood or vinyl/synthetic construction, shall be installed along the east boundary that is not adjacent to Lake Margaretta Estates. The fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. Acceptable fence samples and placement for the standards herein are shown in **Exhibit F, Conceptual Fence Examples.**

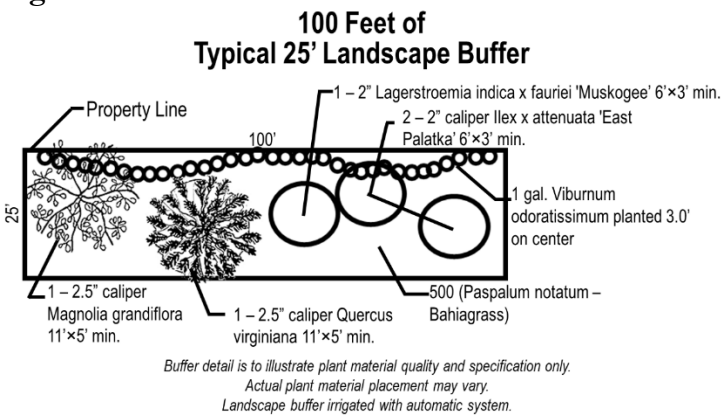
F. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

G. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

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

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

2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall be through Lake Margaretta Estates PUD on the north, south, and west sides of the subject property, as shown on the **Conceptual Development Plan - Exhibit C** and **Representative Road Sections – Exhibit G**, as amended. All access points are conceptual and subject to City of Leesburg approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. Any additional access points shall be subject to site plan application review process.

1. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
2. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

C. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C,** and amended as needed in the site plan review process, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements

legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS of the Code of Ordinances, as amended.

E. The Permittee shall be responsible for obtaining all necessary legally required Lake County and FDOT permits, as required, and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.

G. Sidewalks shall be provided on both sides of the entrance road(s) and all internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

H.

9. UTILITIES

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

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

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

C. Developer shall be responsible for the installation of a natural gas appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.

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

10. STORMWATER/DRAINAGE MANAGEMENT

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

A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties not owned or managed by a Master Homeowners Association.

B. The required stormwater management system may be located within the boundary of the Lake Margaretta Estates PUD, provided that the entire stormwater management system is owned and maintained by a Master Homeowner Association.

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

D. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

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

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

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

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

1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

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

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

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland

buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

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

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

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

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

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

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit. Recreation requirements may be provided withing the existing Lake Margaretta Estates PUD provided that the recreations areas within

the existing PUD are expanded to incorporated the additional acreage required for this development.

B. Recreational requirements shall include at least a primary active recreation area, to include a swimming pool, cabana with onsite parking, and a playground. Other recreation areas may include a dog park area(s), and gazebos. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units.
   1) Retention parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C.**

D. Other recreation areas may include such uses as outdoor cooking facilities such as grills, outdoor exercise equipment, youth playgrounds, tot lots, trail/boardwalk overlooks, gazebos, play courts, dog parks, or other similar uses which will meet the intent of this document.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

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

B. Utilities

1. Projected Capacities

i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

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

EXHIBIT B **LEGAL DESCRIPTION**

Parcel 1

N 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4 ORB 1004 PG 2000, ORB 1004 PG 2011 ORB 1352 PG 802

Parcel 2

S 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4 ORB 1004 PG 2002 ORB 1004 PG 2012

Parcel 3

E 1/2 OF NE 1/4 OF NW 1/4 OF NW 1/4--LESS S 208.71 FT OF E 208.71 FT-- ORB 1373 PG 71

Parcel 4

S 208.71 FT OF E 208.71 FT OF NE 1/4 OF NW 1/4 OF NW 1/4 ORB 1373 PG 71

Parcel 5

NW 1/4 OF NE 1/4 OF NW 1/4 OF SEC 20-20-25 ORB 5163 PG 909

(from the Property Appraiser's website)

EXHIBIT C **CONCEPTUAL SITE PLAN**

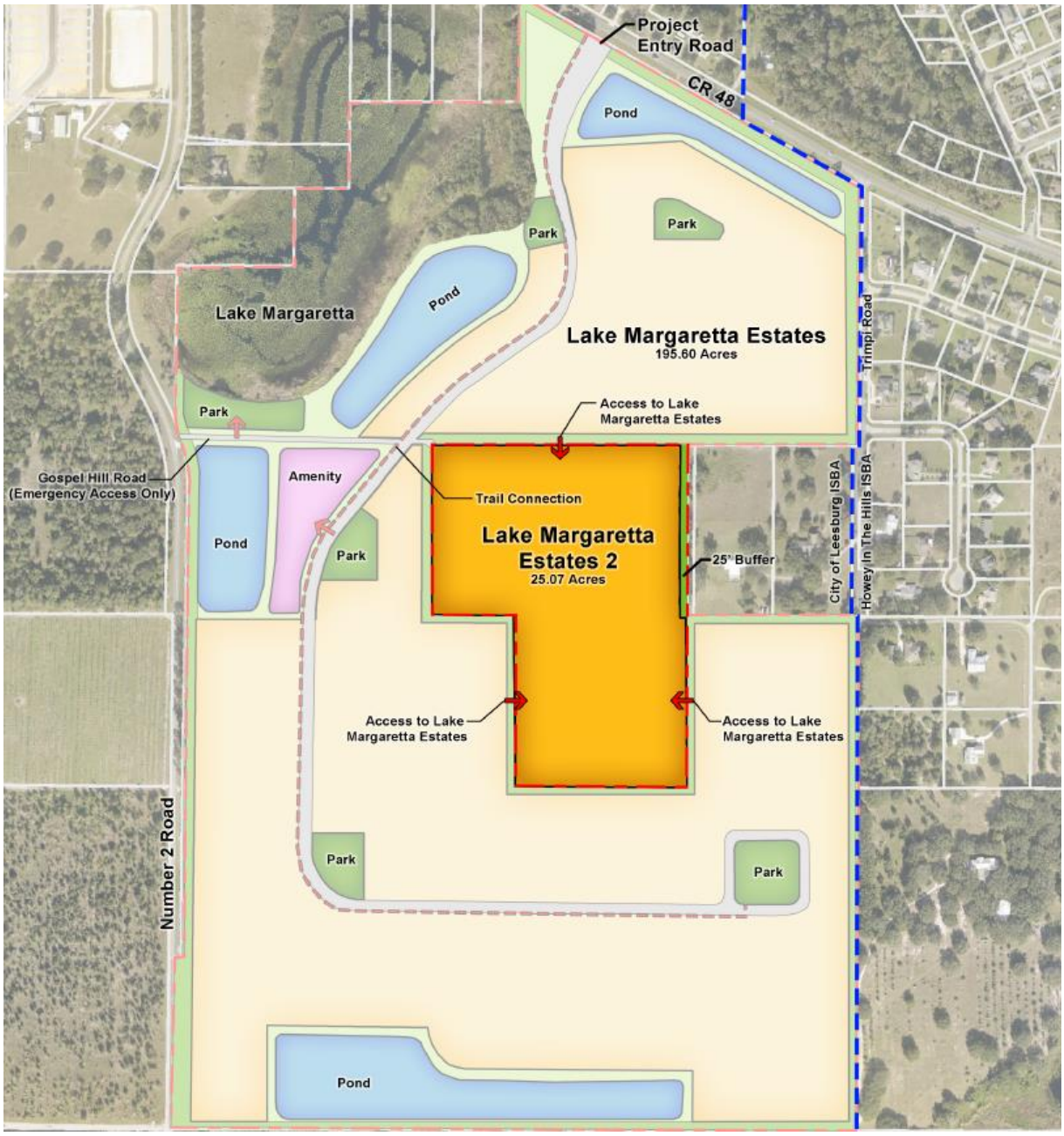


EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

daly design group
Urban Planners, Landscape Architecture, Project Management
913 N. Pennsylvania Ave, Winter Park FL. 32789
www.dalydesign.com

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TYPICAL DARK SKY LIGHTING FIXTURES

EXHIBIT F **CONCEPTUAL FENCE EXAMPLES**

Figure 1 – Opaque vinyl fence
Example Source Courtesy of Bespoke Fence
https://bespokefence.com/products/vinyl-fences/

Figure 2 – Split-rail fence
Example Source Courtesy of Superior Outdoor Products
https://superiorplasticproducts.com/3-rail-vinyl-fence

Lake Margaretta Phase 2

LEGAL DESCRIPTION

Parcel 1

N 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4 ORB 1004 PG 2000, ORB 1004 PG 2011 ORB 1352 PG 802

Parcel 2

S 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4 ORB 1004 PG 2002 ORB 1004 PG 2012

Parcel 3

E 1/2 OF NE 1/4 OF NW 1/4 OF NW 1/4--LESS S 208.71 FT OF E 208.71 FT-- ORB 1373 PG 71

Parcel 4

S 208.71 FT OF E 208.71 FT OF NE 1/4 OF NW 1/4 OF NW 1/4 ORB 1373 PG 71

Parcel 5

NW 1/4 OF NE 1/4 OF NW 1/4 OF SEC 20-20-25 ORB 5163 PG 909

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: December 18, 2025
OWNERS: Lynn W. Crenshaw, Susan W & Robert Louis Davis, Michael D. Slater, Rick E. & Tina M. Cheek
PETITIONER: Robert Zlatkiss (American Land Mount Dora, LLC)
PROJECT: Lake Margaretta Phase 2
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Rural Transition to City of Leesburg Estate Residential and Rezone from Lake County R-1 (Rural Residential) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: *ANNX-25-747*, SSCP-25-748, PUD-25-749

GENERAL LOCATION: South of CR 48, east of Number Two Road, and west of Trimpi Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Estate Residential
South – City of Leesburg Estate Residential
East – Lake County Rural Transition, City of Leesburg Estate Residential
West – City of Leesburg Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: City Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg PUD (Planned Unit Development)
South – City of Leesburg PUD (Planned Unit Development)
East – Lake County R-1 (Rural Residential); City of Leesburg PUD (Planned Unit Development)
West – City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Vacant Residential

SURROUNDING EXISTING LAND USE:

North – Pasture Improved Hay
South – Orange Grove
East – Single Family, Orange Grove
West – Timber, Orange Grove

PROPOSED LAND USE: Residential Subdivision.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE:	December 18, 2025
OWNERS:	Lynn W. Crenshaw, Susan W & Robert Louis Davis, Michael D. Slater, Rick E. & Tina M. Cheek
PETITIONER:	Robert Zlatkiss (American Land Mount Dora, LLC)
PROJECT:	Lake Margaretta Phase 2
REQUEST:	A Request to Amend the Comprehensive Plan from Lake County Rural Transition to City of Leesburg Estate Residential and Rezone from Lake County R-1 (Rural Residential) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.:	*ANNX-25-747*, SSCP-25-748, PUD-25-749

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments as of 12/12/2025

FIRE

In reference to Case Number SSCP-25-748, PUD-25-749

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-748, PUD-25-749 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

Amanda Stevenson 12/11/2025

ELECTRIC

"This is outside of Leesburg Electric Service territory. No objections." – Steve Davis 11/18/2025

GAS

"No comment." – Brandon Smith 12/12/2025

GIS

"No comment." – Nick Tota 11/18/2025

BUILDING

No comments as of 12/12/2025

PUBLIC WORKS

"Public Works has no issues with the rezoning however, if the developer intends to connect to City sewer I would advise them to reach out to Public Works to coordinate modeling of the system to ensure we have capacity for their project in our Forcemain along CR 48!" – Cliff Kelsey 11/19/2025

ADDRESSING

No comments as of 12/12/2025

ECONOMIC DEVELOPMENT

No comments as of 12/12/2025

LAKE COUNTY PUBLIC WORKS

"No comment." – Seth Lynch, 11/18/2025

LAKE COUNTY SCHOOLS

I have received the Adequate Public Facilities (APF) request via your dropbox information.
The applicant had not submitted an application request directly to the school district.
I will contact the applicant directly for review fee payment.

Once the APF determination is issued I will forward a copy of the letter for your file.

The APF is not a school concurrency determination. School concurrency review will be required prior to site development.

Hellen LaValley 11/24/2025

PUBLIC RESPONSES

Approval

No comments as of 12/12/2025

Disapproval

No comments as of 12/12/2025

Notice of Appearance filed:

No comments as of 12/12/2025

PUBLIC COMMENTS (APPROVAL)

No comments as of 12/12/2025

PUBLIC COMMENTS (DISAPPROVAL)

No comments as of 12/12/2025

PUBLIC COMMENTS (UNDECIDED)

No comments as of 12/12/2025

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	December 18, 2025
OWNERS:	Lynn W. Crenshaw, Susan W & Robert Louis Davis, Michael D. Slater, Rick E. & Tina M. Cheek
PETITIONER:	Robert Zlatkiss (American Land Mount Dora, LLC)
PROJECT:	Lake Margaretta Phase 2
REQUEST:	A Request to Rezone from Lake County R-1 (Rural Residential) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.:	PUD-25-749

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of this request **for the following reason(s):**

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County R-1 (Rural Residential) and City of Leesburg PUD (Planned Unit Development).

2. The proposed Small-Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Rural Transition and City of Leesburg Estate Residential.

3. The proposed request does not appear to create a detriment to surrounding properties, as conditioned in the PUD document.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

Extended Aerial

Planning & Zoning Department

N

0 550 1,100 Feet

Lake Margaretta Phase 2

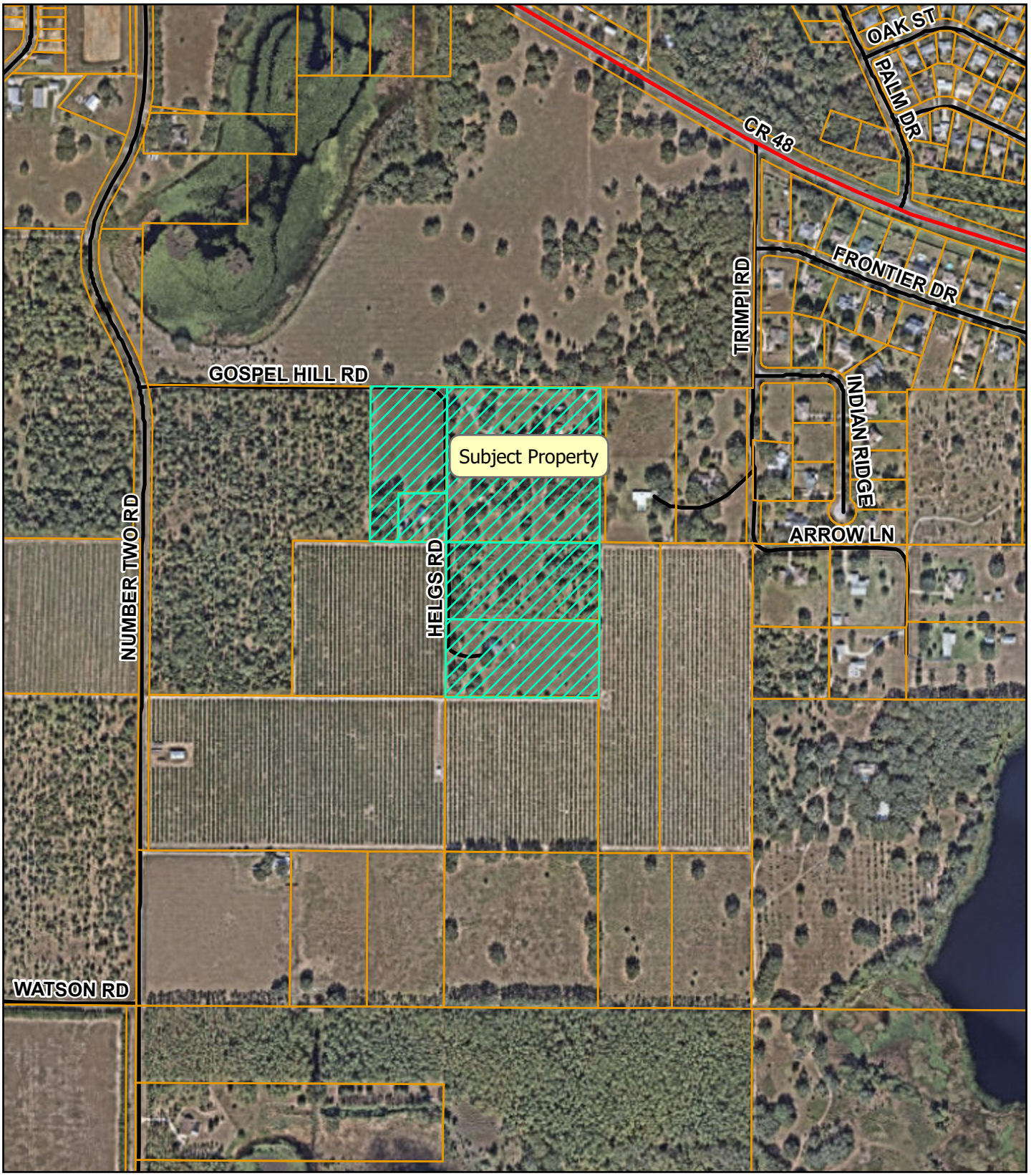
SSCP-25-748, PUD-25-749

AK#s - 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Aerial



Planning & Zoning Department

N

0 255 510 Feet

Lake Margaretta Phase 2

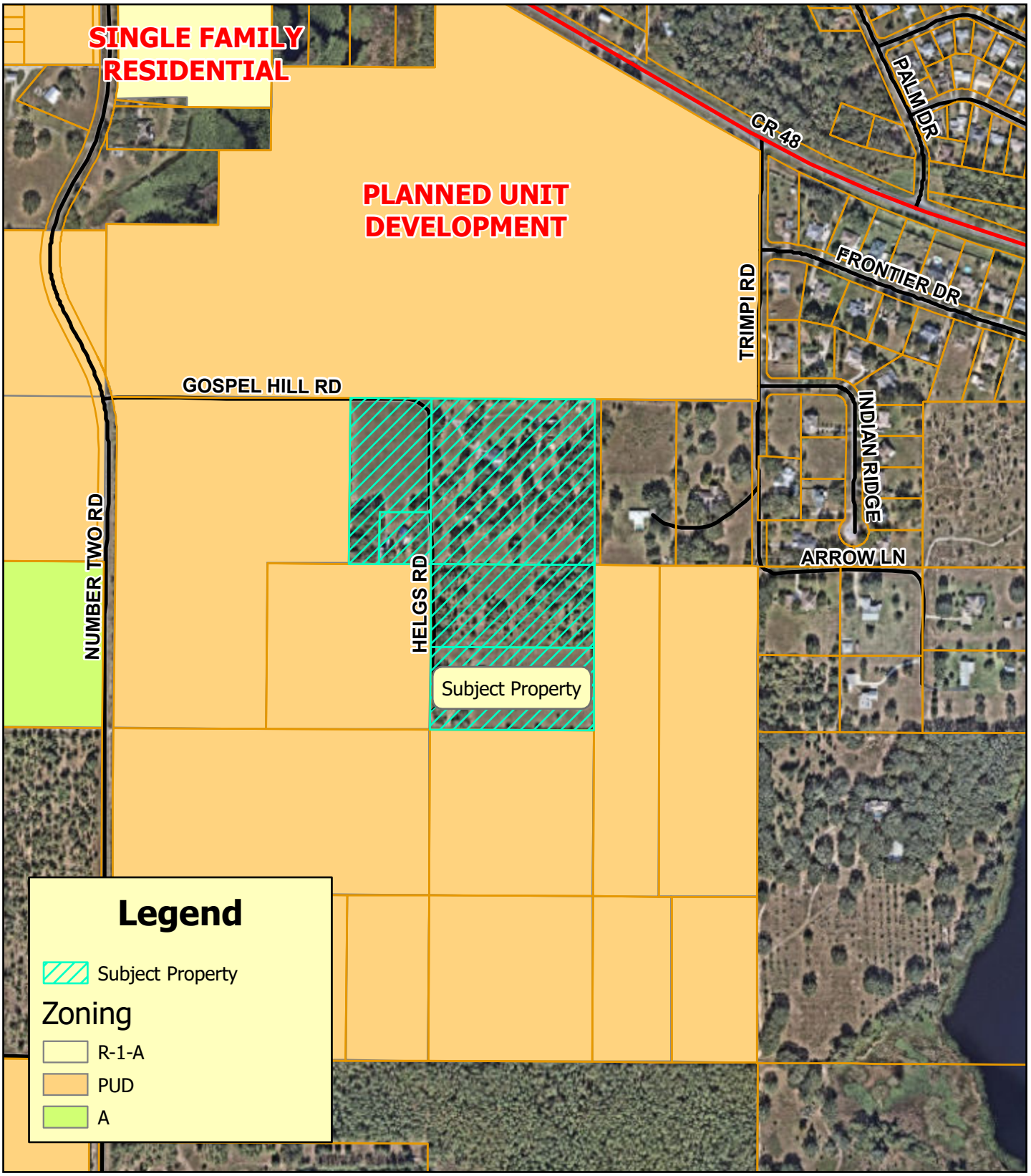
SSCP-25-748, PUD-25-749

AK#s 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Zoning



Planning & Zoning Department

N

0 238 475 Feet

Lake Margaretta Phase 2

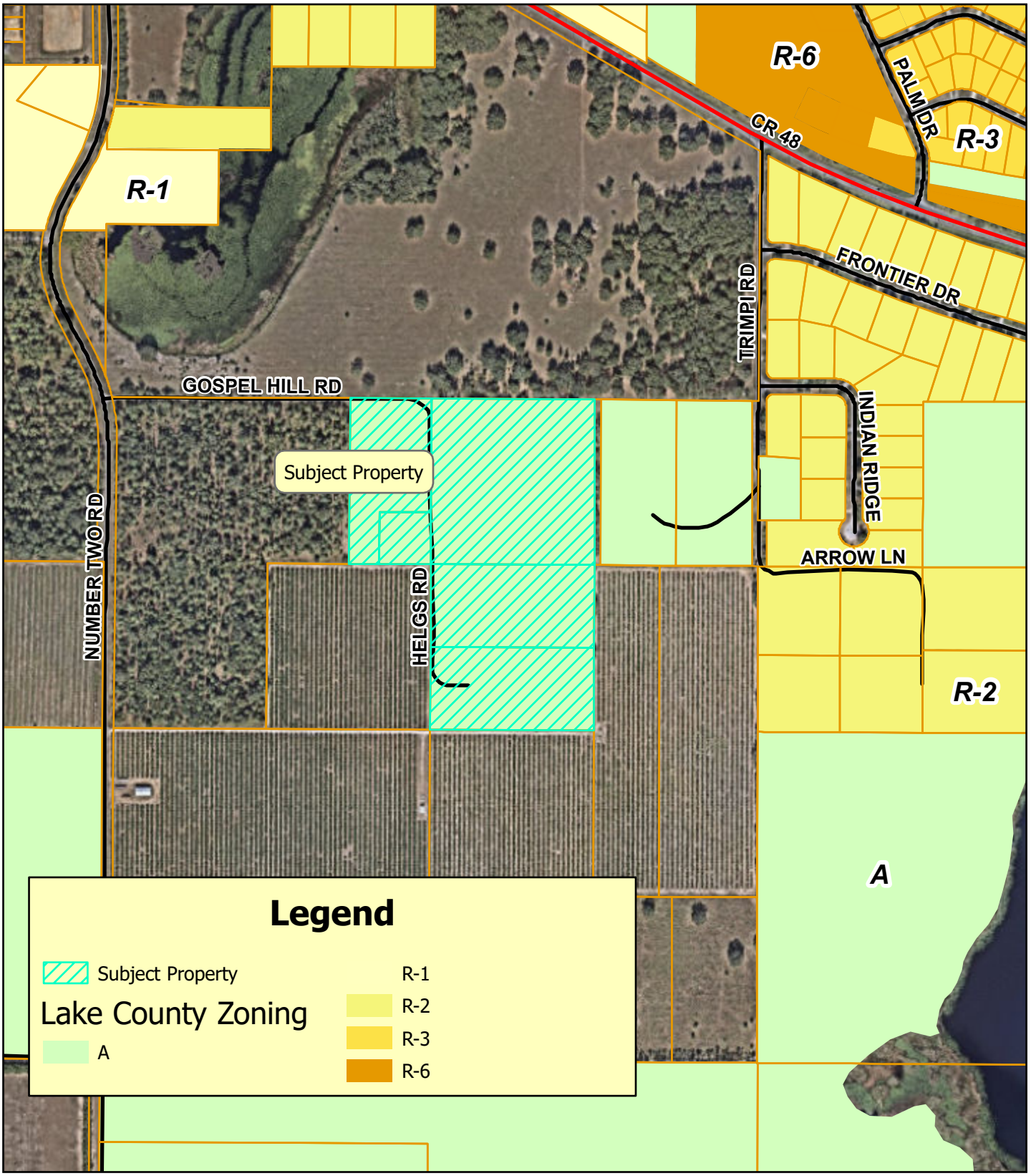
SSCP-25-748, PUD-25-749

AK#S 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Lake County Zoning



Planning & Zoning Department

N

0 238 475 Feet

Lake Margaretta Phase 2

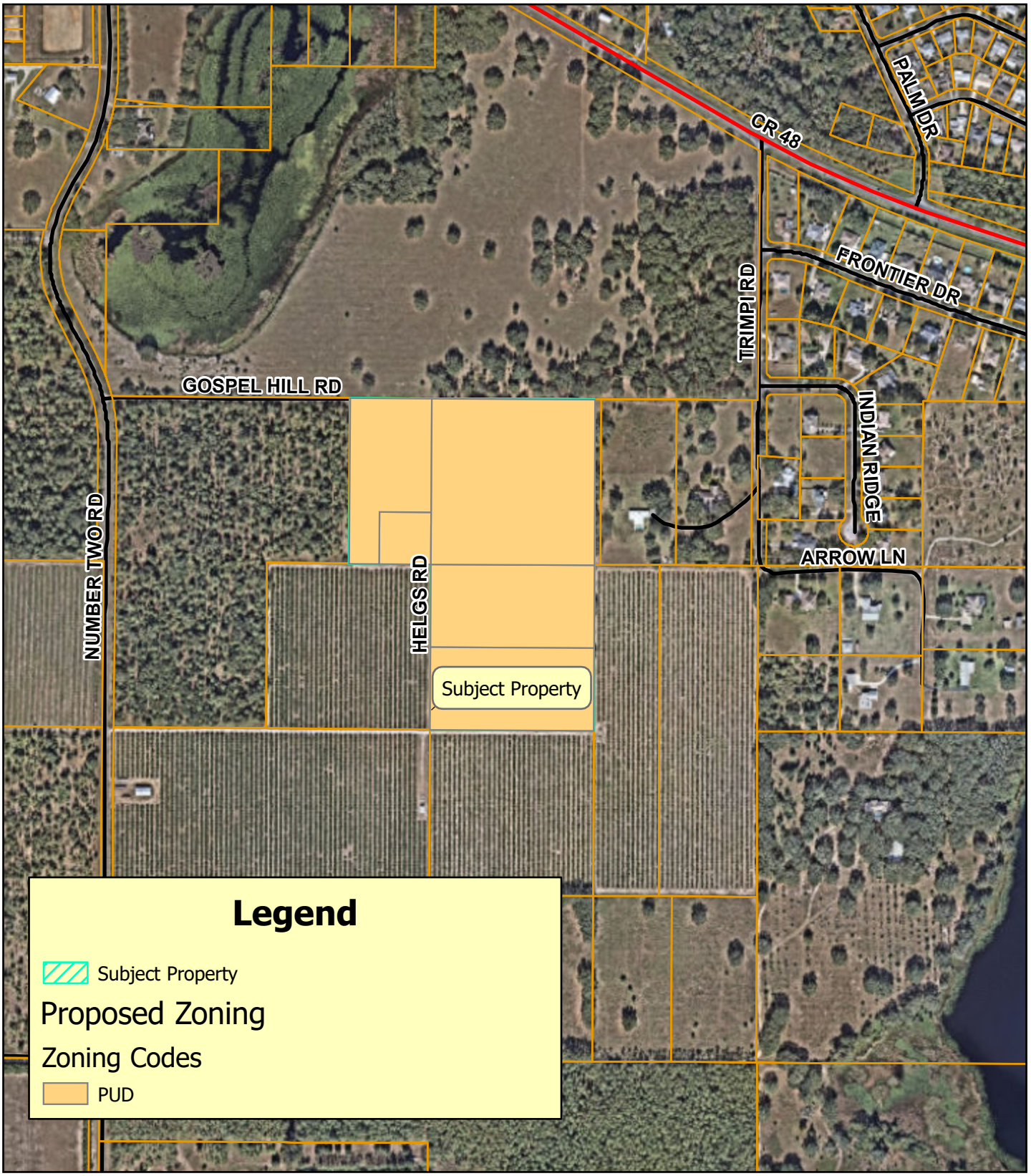
SSCP-25-748, PUD-25-749

AK#S 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Proposed Zoning



Planning & Zoning Department

N

0 238 475 Feet

Lake Margaretta Phase 2

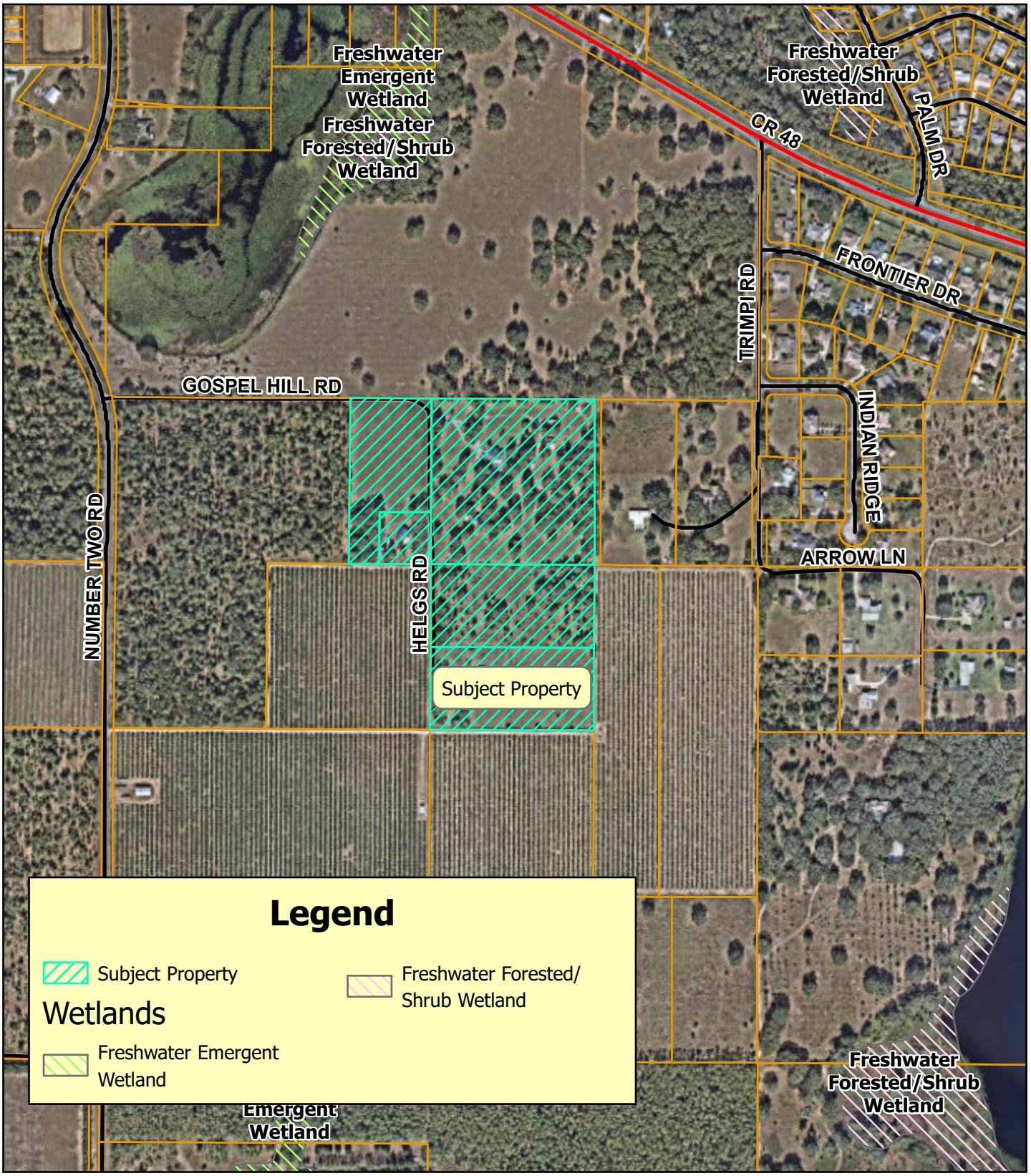
SSCP-25-748, PUD-25-749

AK#S 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Wetlands



Planning & Zoning Department

N

0 238 475 Feet

Lake Margaretta Phase 2

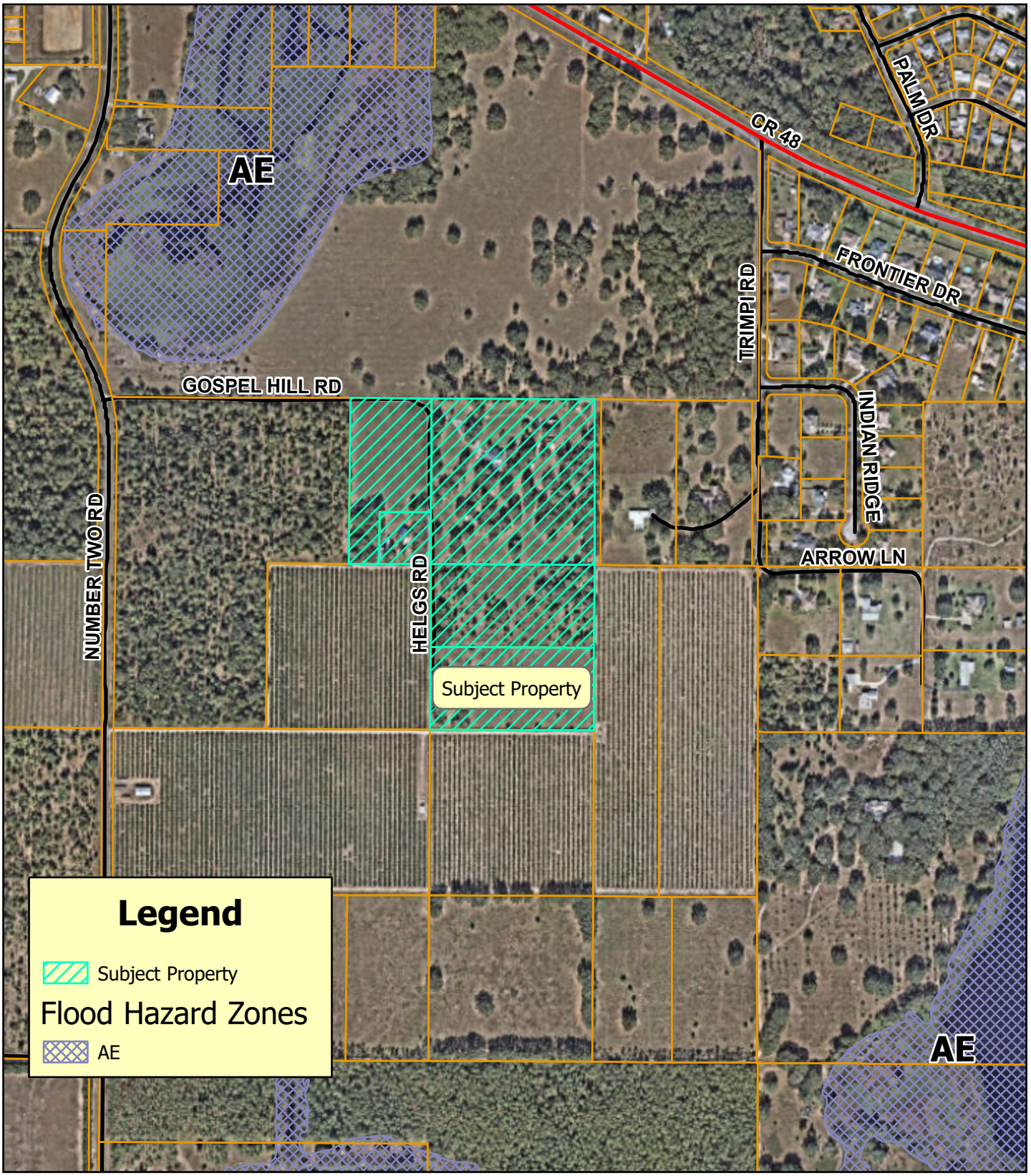
SSCP-25-748, PUD-25-749

AK#S 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Flood Zones



Planning & Zoning Department

N

0 238 475 Feet

Lake Margaretta Phase 2

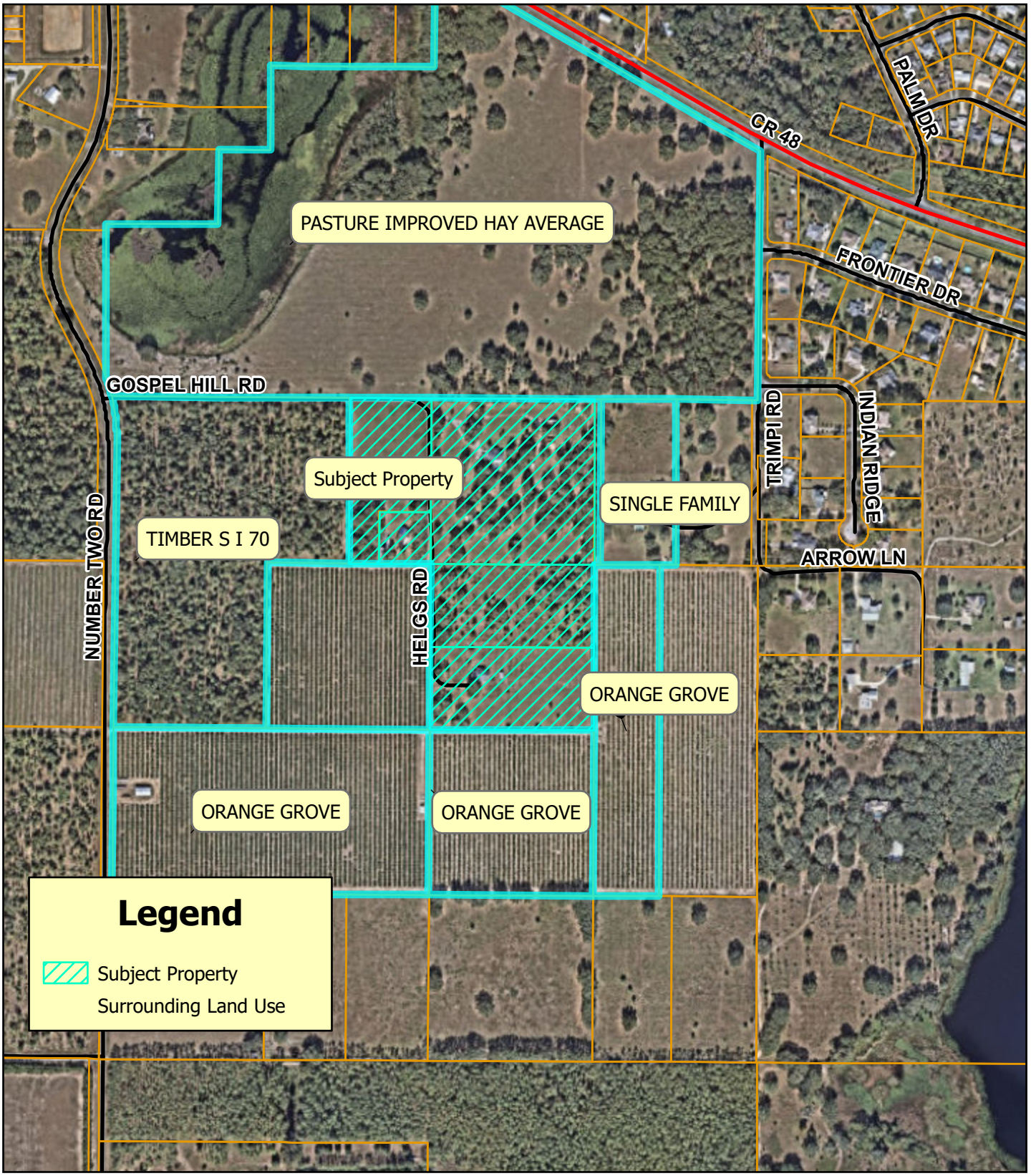
SSCP-25-748, PUD-25-749

AK#S 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

Surrounding Land Use



Planning & Zoning Department

N

0 238 475 Feet

Lake Margaretta Phase 2

SSCP-25-748, PUD-25-749

AK#S 1780306, 3010400, 2697962, 1780365, 3870237

Section 20, Township 20, Range 25 East

Date: 11/3/2025

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: March 23, 2026

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 202.6 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (Lake Bright-Brighurst ANNX)

Staff Recommendation:
The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 202.6 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 202.6 +/- acres, generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, as shown on the attached General Location Map. At this time, the property is residential and agricultural, with uses including 1 Manufactured home, 1 Agricultural homesite, and 1 Barn. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to develop under City regulations and connect to City utilities. The proposal of the property for 502 single-family residential lots, comprised of 50’ x 120’ and 60’ x 120’ lots, with associated amenities.

The property is surrounded by Lake County A (Agriculture), AR (Agricultural Residential), RA (Ranchette District), and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which along

with the Planned Unit Development Application, had recommendations for approval from the staff and a recommendation of denial from Planning Commission at the public hearing held on January 22, 2026, citing concerns of traffic, density, and inter-community access.

Procurement Analysis:
N/A

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

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 202.6 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, LYING IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 4; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT-BRIGHURST ANNX)

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

Section 1.

Based upon the petition of Ben Snyder, Hanover Land Company, Petitioner, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 4;

Section 3.

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

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Legal Description

Lake Bright-Brighurst

AK #s: 1044162, 1044171, 1044189

WEST PROPERTY:
LEGAL DESCRIPTION: (PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY)

THE E-1/2 OF SW-1/4; AND THAT PORTION OF THE SW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) , LESS THE NORTH 200 FEET THEREOF; AND

THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW-1/4 OF NE-1/4 DESCRIBED AS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE-1/4 OF NW-1/4 AND SAID SW-1/4 OF NE-1/4, A DISTANCE OF 1,810 FEET, MORE OR LESS, TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2); THENCE SOUTHERLY WITH THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW-1/4 OF NE-1/4; THENCE WEST WITH THE SOUTH LINES OF SAID SW-1/4 OF NE-1/4 AND SAID SE-1/4 OF NW-1/4, A DISTANCE OF 1,790 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE NORTH WITH THE WEST LINE OF SAID SE-1/4 OF NW-1/4, A DISTANCE OF 420.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

AND

THE SOUTH 420.26 FEET OF THE E-1/2 OF SW-1/4 OF NW-1/4; LESS ANY ROAD RIGHT OF WAYS.

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

AK #s: 1701392, 1701422, 3319397

EAST PROPERTY:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA AND IS DESCRIBED AS FOLLOWS:
PARCEL 1:
THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF

STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 2:
FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF_WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A". AND FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2551.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTHLINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, DUNCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 3:
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION LINE 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°54'41" W ALONG SAID PARALLEL LINE 525 FEET; THENCE N 00°04'00" W PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE S 89°54'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE S 89°94'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE

FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE N 03°48'19" W ALONG SAID RIGHT OF-WAY LINE 755.60 FEET; THENCE S 89°54'43" E PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

~ End of Legal Description ~

Extended Aerial

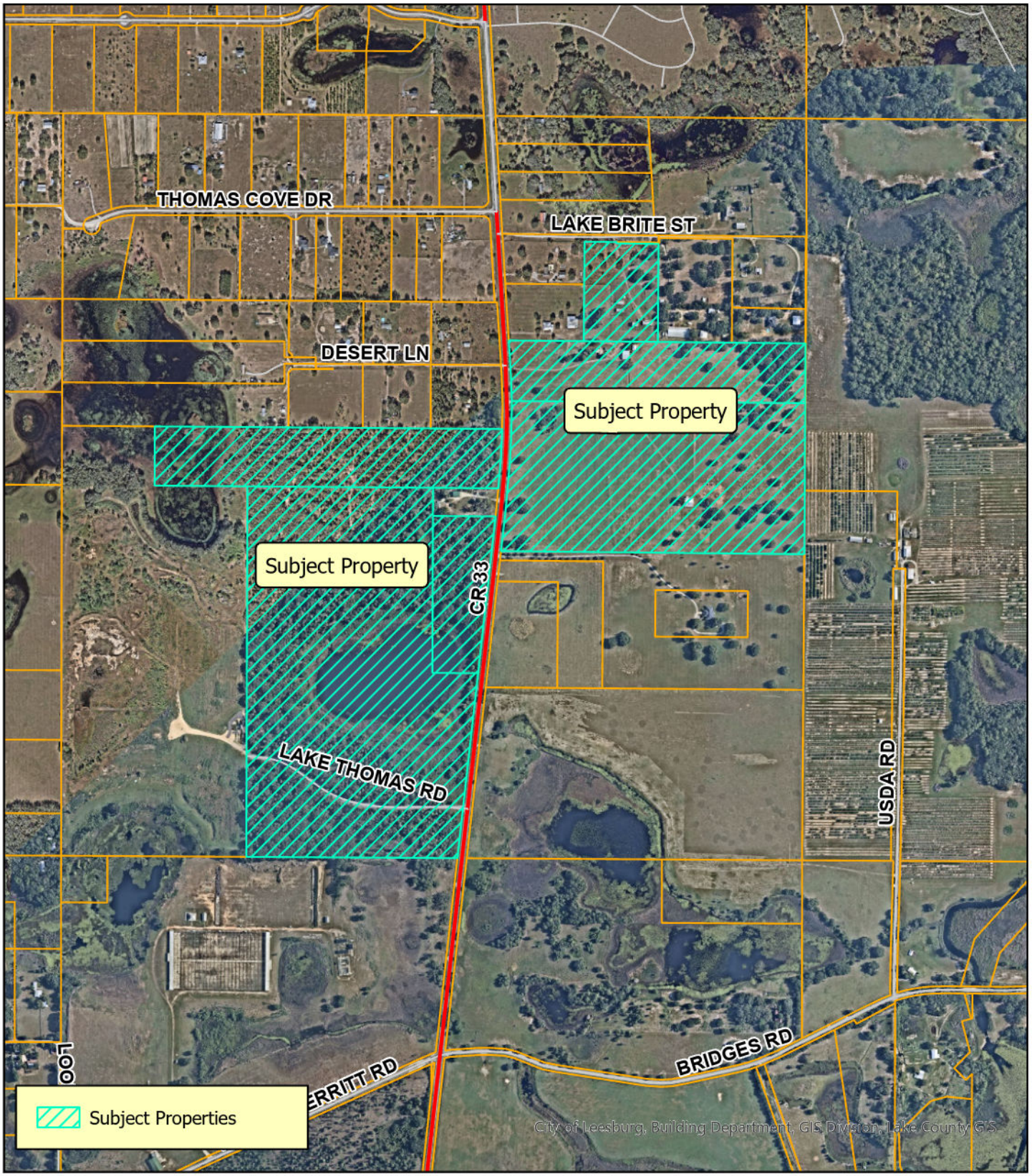
Planning & Zoning Department

N

0 600 1,200 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Aerial



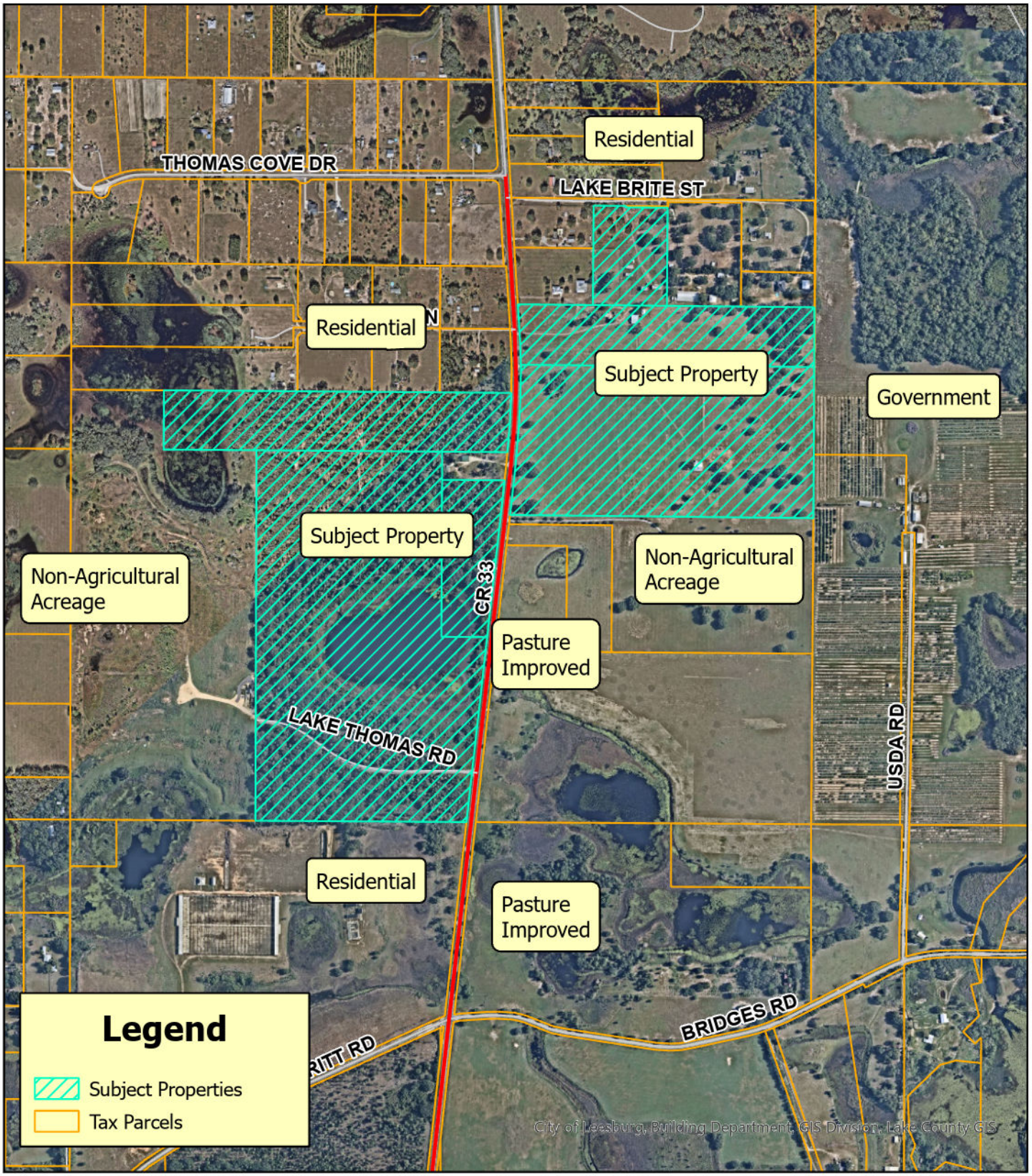
Planning & Zoning Department

N

0 425 850 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Surrounding Land Uses



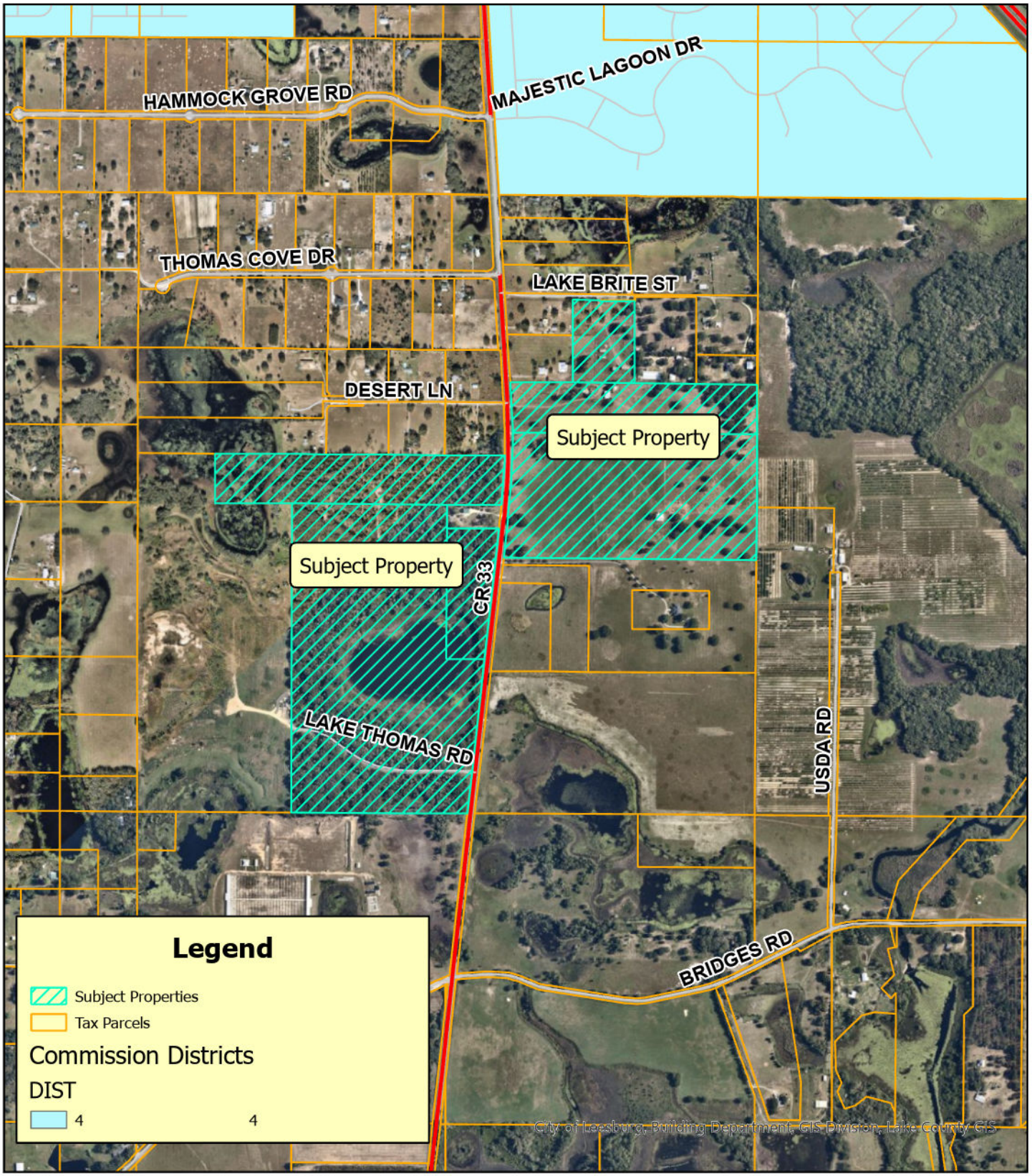
Planning & Zoning Department

N

0 425 850 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Commission District



Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: March 23, 2026

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

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 202.6 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst LSCP)

Staff Recommendation:
The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 202.6 +/- acres from Lake County Rural to City of Leesburg Estate Residential. The Planning Commission recommended denial at the public hearing held on January 22, 2026.

Analysis:
The project site is approximately 202.6 acres. The property is generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane. Currently, the property is residential and agricultural, with uses including 1 Manufactured home, 1 Agricultural homesite, and 1 Barn. The proposed use is for 502 single-family residential lots, comprised of 50’ x 120’ and 60’ x 120’ lots, with associated amenities. The surrounding Future Land Use Map designations of Lake County Rural, Conservation, and City of Leesburg Neighborhood Mixed Use are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City’s adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission recommended denial at the public hearing held on January 22, 2026, citing concerns of traffic, density, and inter-community access.

Procurement Analysis:
N/A

Options:
1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 202.6 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, LYING IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT-BRIGHURST LSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on November 25, 2024, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 202.6 acres of land generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida;

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Legal Description

Lake Bright-Brighurst

AK #s: 1044162, 1044171, 1044189

WEST PROPERTY:
LEGAL DESCRIPTION: (PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY)

THE E-1/2 OF SW-1/4; AND THAT PORTION OF THE SW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) , LESS THE NORTH 200 FEET THEREOF; AND

THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW-1/4 OF NE-1/4 DESCRIBED AS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE-1/4 OF NW-1/4 AND SAID SW-1/4 OF NE-1/4, A DISTANCE OF 1,810 FEET, MORE OR LESS, TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2); THENCE SOUTHERLY WITH THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW-1/4 OF NE-1/4; THENCE WEST WITH THE SOUTH LINES OF SAID SW-1/4 OF NE-1/4 AND SAID SE-1/4 OF NW-1/4, A DISTANCE OF 1,790 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE NORTH WITH THE WEST LINE OF SAID SE-1/4 OF NW-1/4, A DISTANCE OF 420.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

AND

THE SOUTH 420.26 FEET OF THE E-1/2 OF SW-1/4 OF NW-1/4; LESS ANY ROAD RIGHT OF WAYS.

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

AK #s: 1701392, 1701422, 3319397

EAST PROPERTY:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA AND IS DESCRIBED AS FOLLOWS:
PARCEL 1:
THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF

STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 2:
FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF_WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A". AND FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2551.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTHLINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, DUNCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 3:
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION LINE 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°54'41" W ALONG SAID PARALLEL LINE 525 FEET; THENCE N 00°04'00" W PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE S 89°54'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE S 89°94'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE

FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE N 03°48'19" W ALONG SAID RIGHT OF-WAY LINE 755.60 FEET; THENCE S 89°54'43" E PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

~ End of Legal Description ~

Extended Aerial

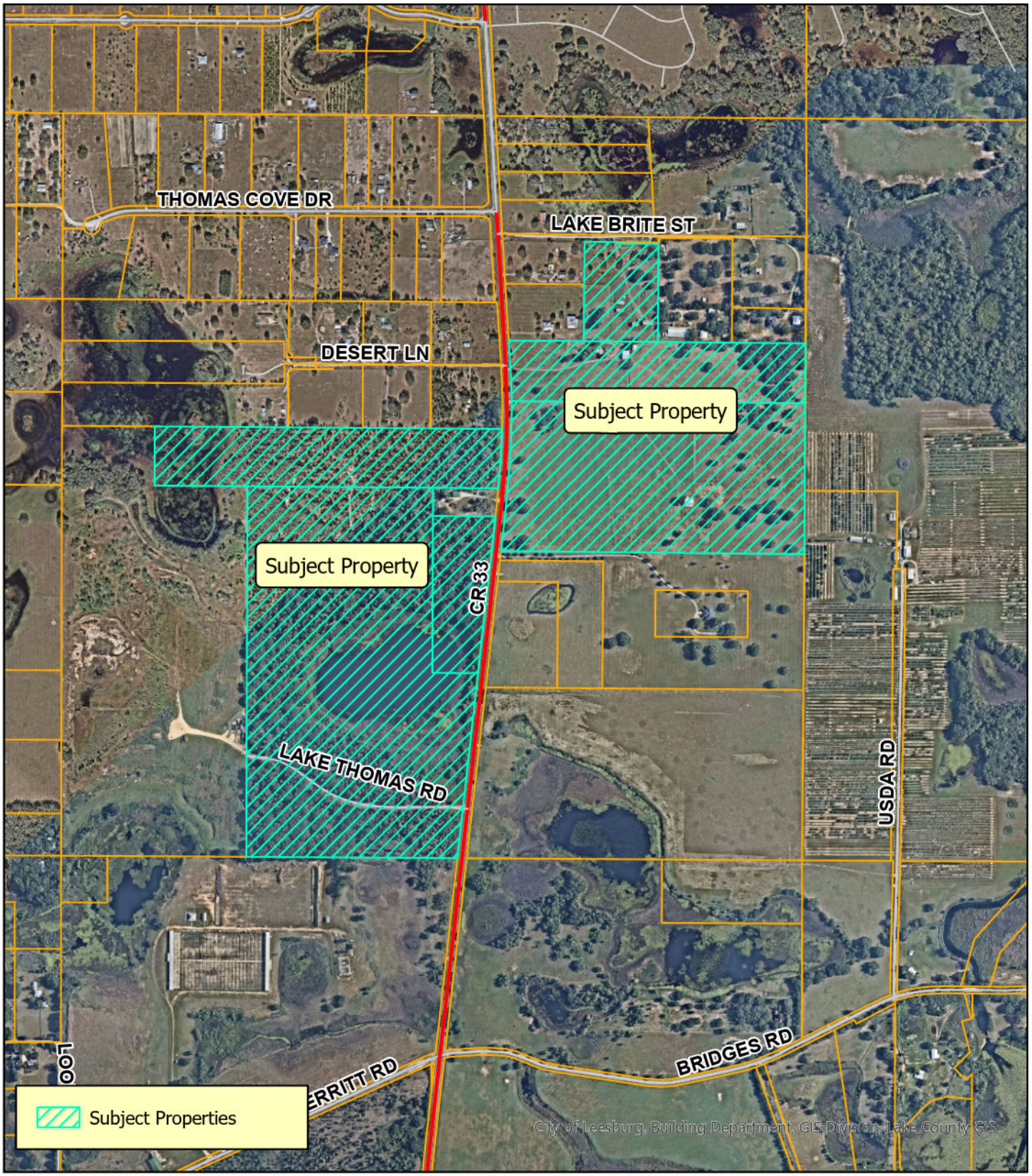
Planning & Zoning Department

N

0 600 1,200 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Aerial



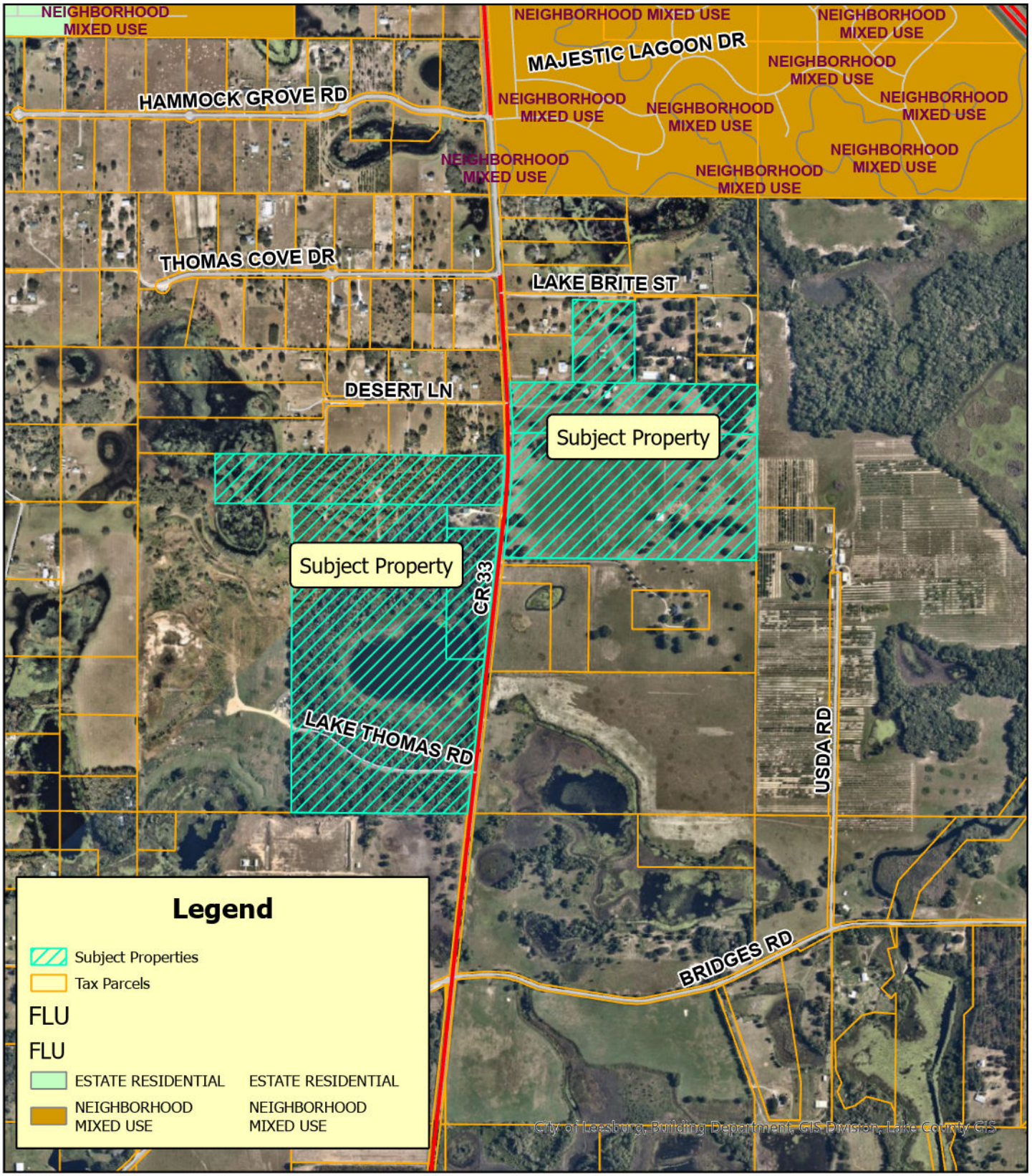
Planning & Zoning Department

N

0 425 850 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Future Land Use



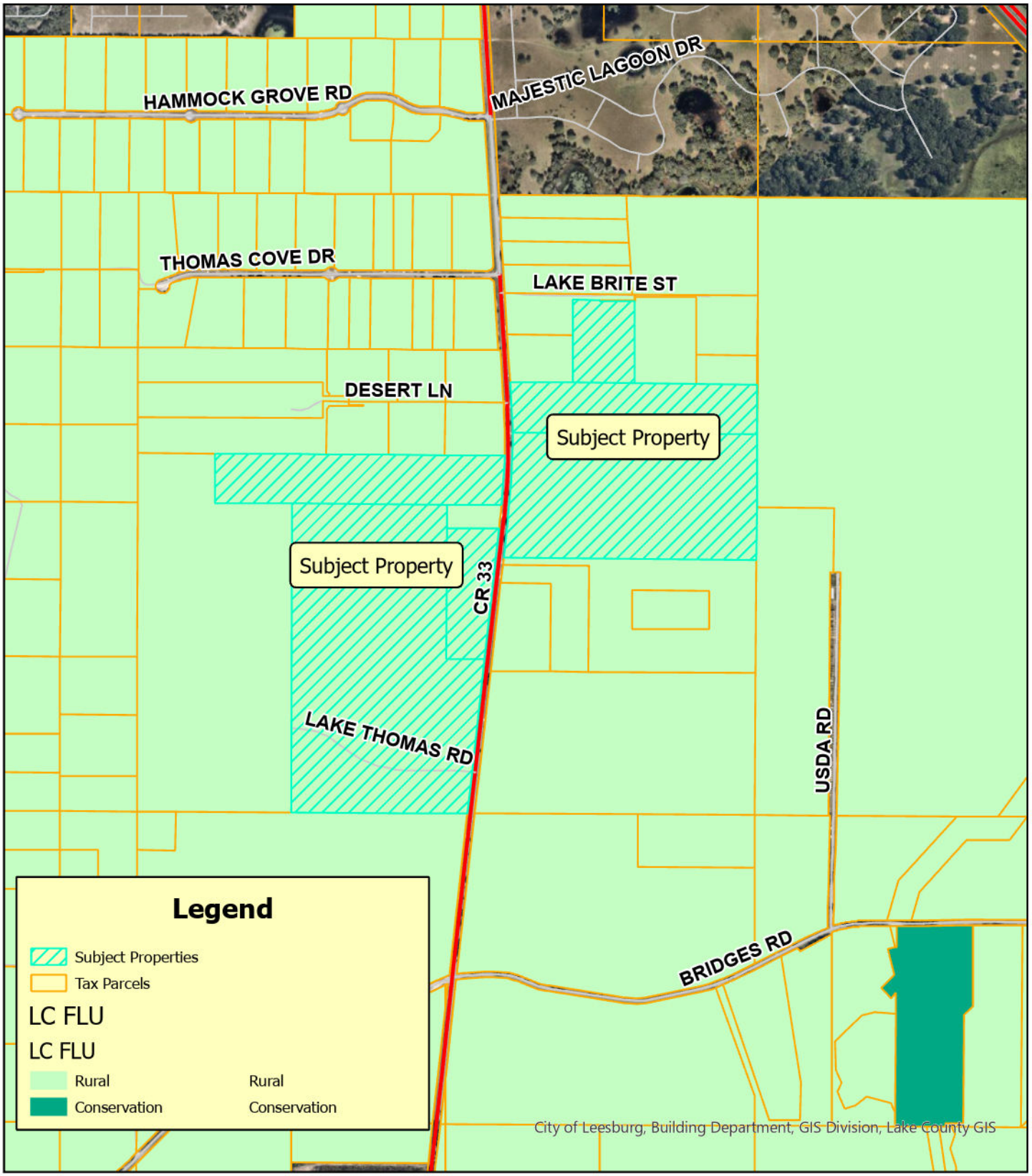
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Lake County Future Land Use



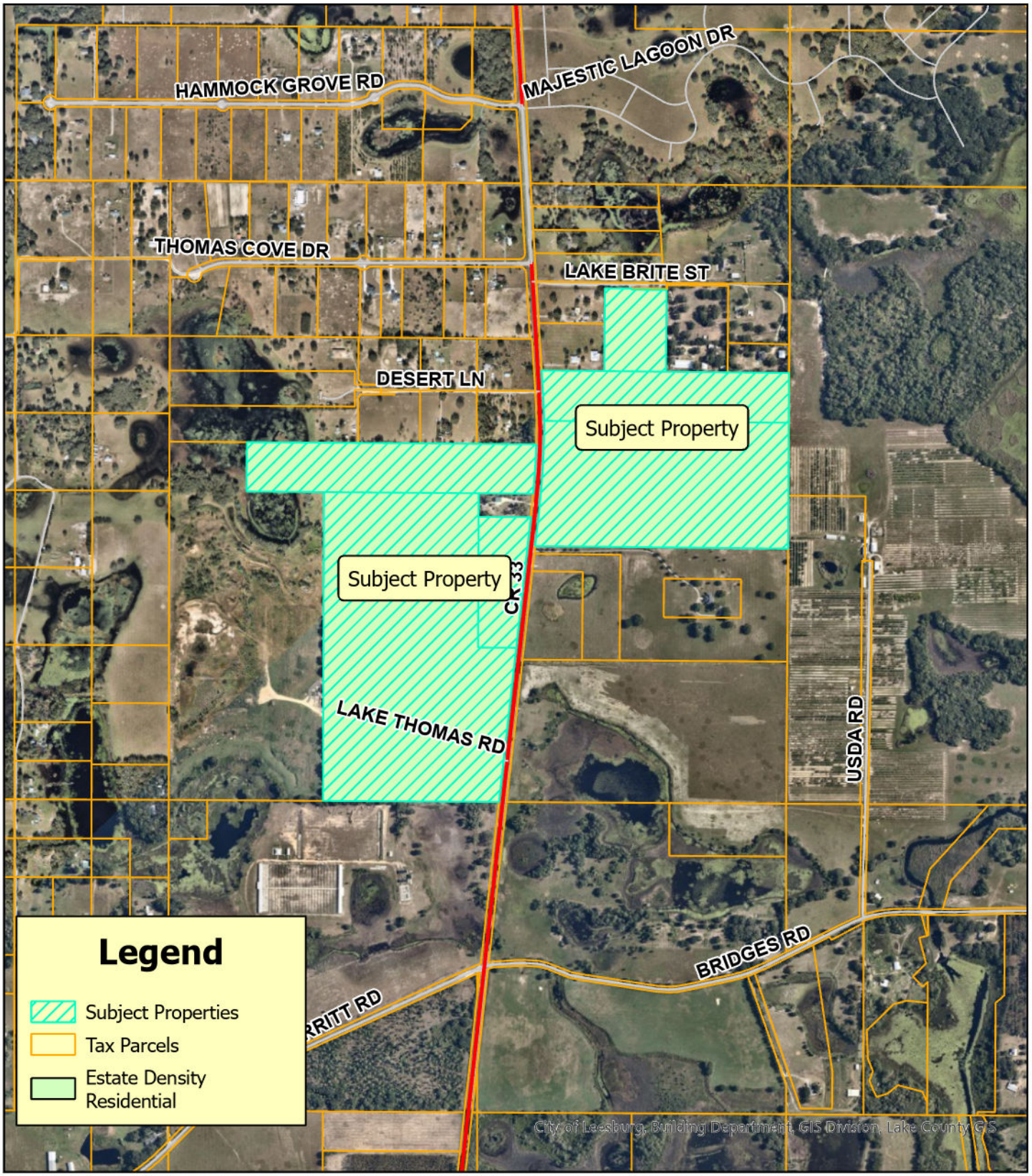
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Proposed Future Land Use



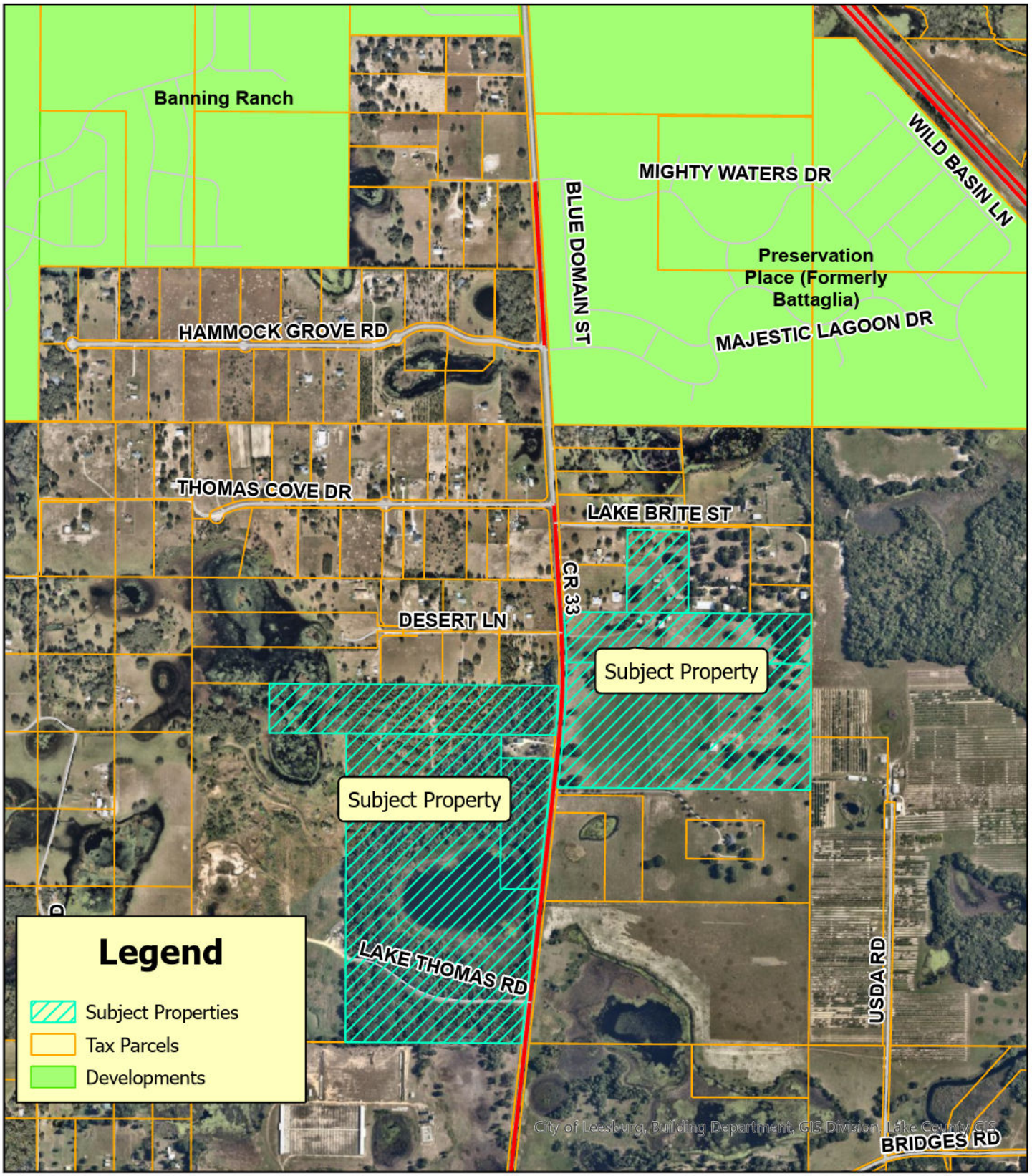
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Developments



Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Lake Bright-Brighurst CR 33
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential and Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow 502 detached single-family units.
CASE NO.: *(ANNX-25-773);* LSCP-25-774; PUD-25-775

GENERAL LOCATION: East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural; City of Leesburg Neighborhood Mixed Use
South – Lake County Rural, Conservation
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Rural	Estate Residential	202.64 +/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture), AR (Agricultural Residential), RA (Ranchette District); City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Residential and agricultural acreage.

SURROUNDING LAND USE:
North – Residential
South – Pasture Improved Hay Acreage; Residential; Non-Agricultural Acreage
East – Government
West – Non-Agricultural Acreage

PROPOSED LAND USE: 502 single-family residential lots, comprised of 50' x 120' and 60' x 120' lots, with associated amenities.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: January 22, 2026
OWNER: Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Lake Bright-Brighurst CR 33
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential and Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow 502 detached single-family units.
CASE NO.: *(ANNX-25-773);* LSCP-25-774; PUD-25-775

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/16/2026.

FIRE

In reference to Case Number LSCP-25-774; PUD-25-775

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-774; PUD-25-775 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

--Captain Amanda Stevenson, 1/21/2026

ELECTRIC

Leesburg Electric has no objections. This is outside of Leesburg Electric Service territory. – Steve Davis, 12/29/2025

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith, 12/30/2025.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 12/29/2025

BUILDING

No comments received as of 1/16/2026.

PUBLIC WORKS

No comments received as of 1/16/2026.

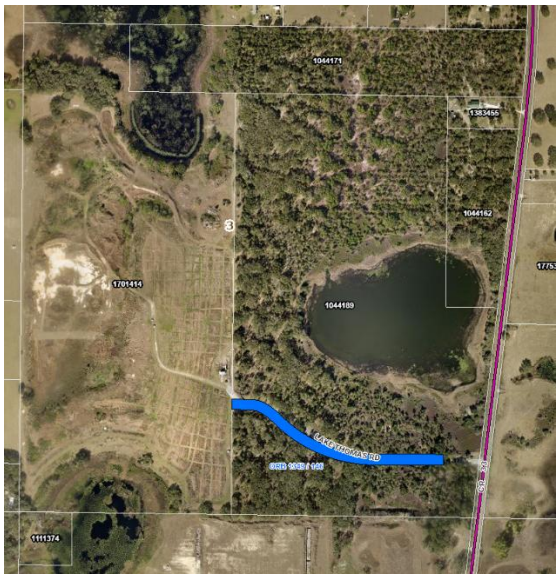
HOUSING & REDEVELOPMENT

No comments received as of 1/16/2026.

LAKE COUNTY PUBLIC WORKS

Attached is the Lake County Public Works comment letter for the Lake Bright-Brighurst CR 33.

A note related to the PUD concept plan is the proposed lot layout will affect the current access to the western parcel at alt key 1701414. Here is a clip from the GIS map showing the blue deeded right-of-way to the property and the driveway/road to the house outside of this proposed development.



I have also included the Roadway and Impact Fee Agreement that was made in coordination and requested by the city for this development's contributions to improvements outside of the development to the existing road network.

Please let Jeff or I know if you have any questions.

Thanks,
Seth

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

January 14, 2026

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Lake Bright-Brighurst CR 33/ Planned Unit Development
CASE NO.: PUD-25-775

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for CR 33

- **Turn Lanes are required on CR 33 at the development's proposed access.**
- **Additional right-of-way may be required for CR 33.**
- **A trail along the development road frontage for CR 33 will need to be accommodated.**
- **A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.**

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Lake County Department of Public Works recommended requirements for the Lake Bright-Brighurst CR 33 PUD impacts to roadways and drainage systems:

CR 33:

- Access off CR 33 will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on CR 33 at the proposed entrances to this development will be required.
- The development will need to accommodate for the West Lake Trail along the property's CR 33 road frontage.
- CR 33 is defined with a functional road classification of 'rural major collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.
- A preliminary review of the right-of-way based on the historic SR 33 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 33 will be required the will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for CR 33 may be required to meet the minimum requirements for a collector roadway, accommodate the offsite road improvements while maintaining the road drainage, and accommodate future widening of CR 33. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.

Lake Thomas Road:

- Lake Thomas Road appears to be a public right of way per ORB1349/PG146. This road is not in the county road maintenance. The proposed PUD plan appears to alter the path of this road and the access for the western parcel with alt key 1701414 (not part of this proposed PUD). Any vacation petition for the removal of the existing right-of-way should be processed by the city and new right-of-way providing access to the western parcel should be provided at the same time of vacation of right-of-way.
- The development will need to revise the concept plan showing the access to the western parcel with alt key 1701414. This access would need to be a right-of-way and a road meeting local paved road standard.

Roadway Agreement:

- A Roadway and Impact Fee Agreement has been made with the developer to help contribute to the road improvements and signal reconstruction at the intersection of CR 470/CR 48 and CR 33 in the Distinctive Community of Okahumpka. This agreement was made with coordination between city and county for this development's contributions to improvements outside of the development to the existing road network.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.

- The TIA is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to CR 33.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Engineering and Operations Director
Lake County Department of Public Works
seth.lynch@lakecountyfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

LAKE COUNTY SCHOOLS

An Adequate Public Facilities determination (APF15-205) was issued for this project on 12/11/25. The determination was for 502 SF units. Please be advised the project is still subject to school concurrency review. – Helen LaValley, 12/30/2025.

PUBLIC RESPONSES

Approval

No comments received as of 12/15/2025.

Disapproval

2

No comment

No comments received as of 12/15/2025.

Notice of Appearance filed:

No comments received as of 12/15/2025.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 1/16/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 1/16/2026.

PUBLIC COMMENTS (DISAPPROVAL)

1. **23404 County Road 33 Groveland, FL 34746**

Dear Leesburg Planning & Zoning,
We, William and Karen Robertson oppose Case No: LSCP-25-774; PUD-25-775 Lake Bright-Brighurst CR33 project per our attorney unless there is a requirement for the builder to construct a concrete wall at least 8 feet tall along the entire South side of the Brighurst property.

We have owned our 33 acres for 38 years where we have a homestead and cattle ranch. We have been advised that per these homes with the current perimeter barrier requirements from the City of Leesburg for only a 4-6 ft split rail or poly fence are inadequate.

Sincerely,
William B. Robertson and Karen J. Robertson

2. To Whom It May Concern,

I am writing to formally express my opposition to the proposed rezoning and Planned Unit Development associated with case numbers LSCP-25-774; PUD-25-775, located in the Lake Bright St area along County Road 33.

The proposal to rezone more than 200 acres of rural land and change the current five-acre minimum per residence to allow 502 detached single-family residential lots raises serious concerns regarding traffic safety, infrastructure capacity, and the long-term preservation of Lake County's rural character.

This area is already awaiting multiple approved developments that have yet to be completed. Even without these developments, CR 33 experiences frequent accidents and dangerous driving conditions. Issues such as illegal passing, speeding, and aggressive driving are already common, creating unsafe conditions for residents and commuters. Adding a third large-scale development would significantly increase traffic on roadways that are not designed to safely handle such volume, further endangering the public.

Beyond traffic and safety concerns, this rezoning threatens to permanently alter and diminish the beautiful country farmland that defines this area and much of Lake County. The existing five-acre minimum per residence was established for a clear and important purpose: to preserve rural landscapes, reduce overdevelopment, and protect the county's natural beauty. Eliminating this standard in favor of high-density development undermines that intent and opens the door for a domino effect of similar rezonings throughout surrounding rural areas.

Once farmland and open space are lost to dense development that cannot be restored. Approving this request would not only change the character of the Lake Brite Street and CR 33, but could also set a precedent that continues to erode the rural charm and agricultural heritage that Lake County residents value and seek to protect.

For these reasons, I respectfully urge the County to deny or reconsider this rezoning request until comprehensive traffic studies, infrastructure improvements, and cumulative development impacts are fully evaluated. Growth should be managed responsibly, with public safety, sustainability, and the preservation of Lake County's rural identity as top priorities.

Thank you for your time and consideration.

Sincerely,
Kayla and Quintin Phillips
3956 Lake Brite Street
Groveland, FL 34736
352-398-2742

NOTICE OF PUBLIC HEARING

LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, January 22, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # LSCP-25-774) from Ben Snyder, Hanover Land Company, Petitioner, for a large-scale comprehensive plan map amendment as described below.

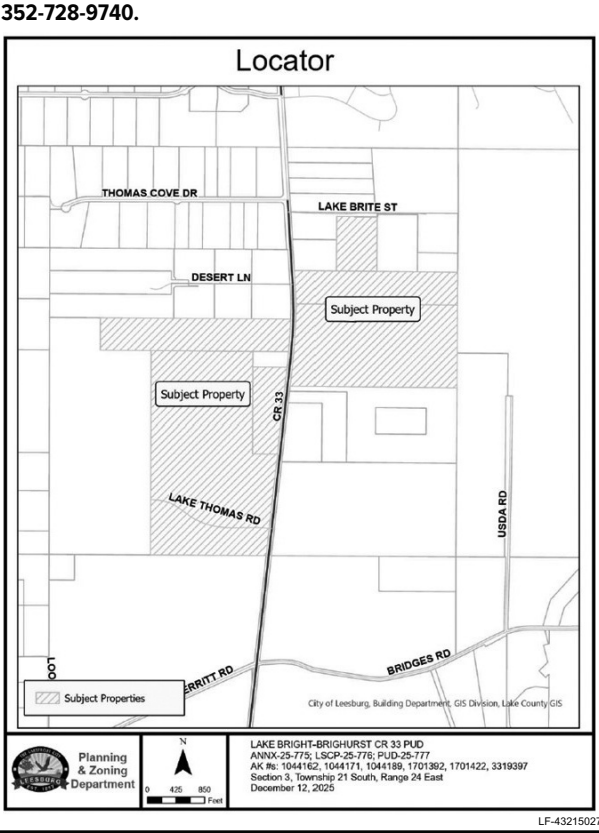
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, February 23, 2026** and the 2nd Reading is tentatively scheduled for **Monday, March 23, 2026 at 5:30 p.m.**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 202.6 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



LF-43215027

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	January 22, 2026
OWNER:	Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER:	Ben Snyder, Hanover Land Company
PROJECT:	Lake Bright-Brighurst CR 33
REQUEST:	Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential.
CASE NO.:	LSCP-25-774

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

<u>APPROVAL</u> of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed request is compatible with the adjacent Future Land Use designations of Lake County Rural; Conservation, and City Neighborhood Mixed Use.

3. The proposed request, as conditioned. is compatible with the proposed zoning of PUD (Planned Unit Development).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Large Scale Comprehensive Plan amendment from Lake County Rural to City Estate Residential, and forward the recommendation to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: March 23, 2026

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

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

Staff Recommendation:
Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for single-family detached residential uses. The Planning Commission recommended denial at the public hearing held on January 22, 2026.

Analysis:
The project site is approximately 202.6 +/- acres, and is generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane as shown on the attached maps. At this time, the property is residential and agricultural. The proposal will allow for 502 single-family residential lots, comprised of 50’ x 120’ and 60’ x 120’ lots, with associated amenities. The existing land uses surrounding the property are Residential, Pasture Improved Hay Acreage, Non-Agricultural Acreage, and Government. City of Leesburg utilities will be provided to the site via County Road 33 and the appropriate utility improvements to support the development.

The Planning Commission recommended denial at the public hearing held on January 22, 2026, citing concerns of traffic, density, and inter-community access.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD Planned Unit Development); or

2. Other such action as the Commission may deem appropriate.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 202.6 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 502 SINGLE-FAMILY RESIDENTIAL LOTS, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, LYING IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT-BRIGHURST PUD)

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

Section 1.

Based upon the petition of Ben Snyder (Hanover Land Company, Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Legal Description

Lake Bright-Brighurst

AK #s: 1044162, 1044171, 1044189

WEST PROPERTY:
LEGAL DESCRIPTION: (PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY)

THE E-1/2 OF SW-1/4; AND THAT PORTION OF THE SW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) , LESS THE NORTH 200 FEET THEREOF; AND

THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW-1/4 OF NE-1/4 DESCRIBED AS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE-1/4 OF NW-1/4 AND SAID SW-1/4 OF NE-1/4, A DISTANCE OF 1,810 FEET, MORE OR LESS, TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2); THENCE SOUTHERLY WITH THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW-1/4 OF NE-1/4; THENCE WEST WITH THE SOUTH LINES OF SAID SW-1/4 OF NE-1/4 AND SAID SE-1/4 OF NW-1/4, A DISTANCE OF 1,790 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE NORTH WITH THE WEST LINE OF SAID SE-1/4 OF NW-1/4, A DISTANCE OF 420.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

AND

THE SOUTH 420.26 FEET OF THE E-1/2 OF SW-1/4 OF NW-1/4; LESS ANY ROAD RIGHT OF WAYS.

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

AK #s: 1701392, 1701422, 3319397

EAST PROPERTY:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA AND IS DESCRIBED AS FOLLOWS:
PARCEL 1:
THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF

STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 2:
FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF_WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A". AND FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2551.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTHLINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, DUNCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 3:
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION LINE 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°54'41" W ALONG SAID PARALLEL LINE 525 FEET; THENCE N 00°04'00" W PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE S 89°54'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE S 89°94'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE

FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE N 03°48'19" W ALONG SAID RIGHT OF-WAY LINE 755.60 FEET; THENCE S 89°54'43" E PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

~ End of Legal Description ~

Case #PUD-25-775 **EXHIBIT A**

LAKE BRIGHT-BRIGHURST CR 33
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
January 22, 2026

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 202.6 acres containing a maximum of 502 detached single-family residential units, generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

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

3. **LAND USE**

   The above-described property, containing approximately 208.5 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. The developer or their assigns or heirs, or site owners or their assigns or heirs or successors in title, acknowledge and agree that the lands lying under the development standards set forth in this Planned Unit Development Agreement or lands zoned as industrial or commercial uses shall not be developed as a Live Local Act development pursuant to Florida Statute Section 166.04151(7) and Florida Statute Section 420.
6. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 502 detached single-family residential units, at a gross density of 2.48, not to exceed units per acre on the approximately 202.6-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums as described herein.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50-foot lots:
   a. A maximum of 299 lots shall have a minimum lot width of fifty (50) feet.
   b. Minimum house size: 1,600 square feet living area.
   c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.

d. Minimum lot size shall be 6,000 square feet.
e. Minimum lot width 50 feet
f. Minimum lot depth 120 feet
g. Minimum building setbacks:
Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.

2. For 60-foot lots:
   a. No less than 203 lots shall have a minimum lot width of sixty (60) feet.
   b. Minimum house size: 1,700 square feet.
   c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
   d. Minimum lot size shall be 7,200 square feet.
   e. Minimum width 60 feet
   f. Minimum depth 120 feet
   g. Minimum building setbacks:
   Front – 25 feet;
   Porch – 20 feet (porch must be a minimum width of 5 feet).
   Rear – 18 feet;
   Side – 5 feet;
   Corner Side – 15 feet.

3. For all structures:
   a. Each residential structure shall have a minimum two car garage.
   b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
   c. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
   d. Maximum building height: two (2) stories or 35 feet.
   e. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
   f. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
   g. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
   h. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

E. Easements:

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

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

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

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.

4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director, or designee, for compliance prior at time of site plan review.

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

D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.

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

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

C. A spilt-rail fence, of wood, wrought iron, vinyl/synthetic, or comparable construction, as approved by Planning & Zoning Director, or designee, shall be installed shall be installed along the entirety of the CR-33 frontage of the properties, and along all other development boundaries, wherever there are adjacent properties under different ownership and existing opaque tree and vegetation cover is absent. The split- rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association.

(a) The four (4) foot fence required herein may be substituted for the below fence types, or as shown in Exhibit F, Representative Fence Examples:
(i) Six (6) foot brick-style opaque material wall or fence; or
(ii) Six (6) foot stone-style opaque material wall or fence.

D. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and subsequent Phasing Plan.

E. Fencing required along the development's boundary may be substituted for existing tree coverage in the buffer, or the addition of opaque canopy trees and landscaping in the buffer, which meet the planting requirements in Figures A and B below. City Staff will work with the petitioner to meet requirements herein.

F. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.

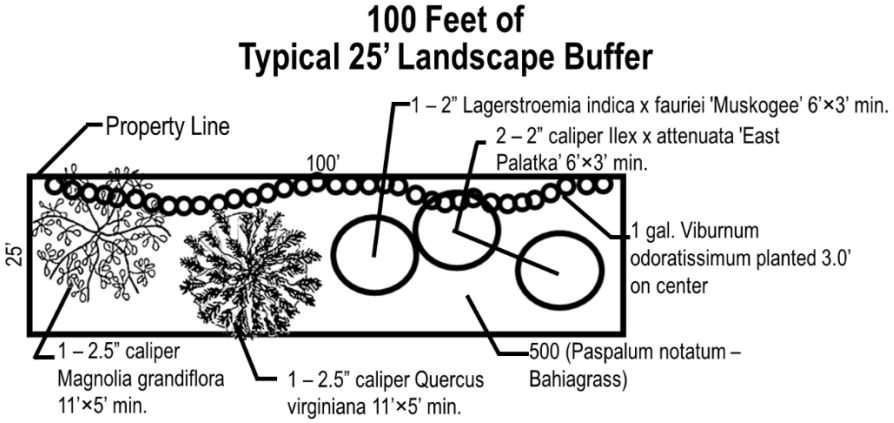
G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

H. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



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

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

existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.

J. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.

K. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

L. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

M. Private wells shall not be permitted within the site, or within individual lots, or within common areas under the control of an HOA or other like entity, lying under the jurisdiction of this (Small) Planned Unit Development Agreement.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least three (3) primary access points on County Road 33, one (1) for the development east of CR 33, and two (2) for the development west of CR 33, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. The primary access points on County Road 33 shall be constructed as a "boulevard-type" roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but

are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.

2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. The development east of CR 33 shall also provide a gated, stabilized emergency access onto CR 33, designed to allow emergency vehicles to access the development, and pursuant to Lake County approval and other applicable jurisdictional requirements.

D. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

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

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

G. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C,** as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. Improvements to the intersection of CR 33/CR 48/CR 470 must comply with the September 9, 2025 agreement with Lake County, as attached hereto and marked as Exhibit H. Failure to complete said improvement shall nullify the terms of this PUD (Planned Unit Development) zoning, including Section 15 C, and the property shall revert to the RE-1 (Estate Density Residential) zoning district standards (1 acre per unit), as provided in Section 25-280 *District Development Standards,* City of Leesburg Code of Ordinances.

D. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.

E. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

F. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

G. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

H. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.

2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.

I. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and

natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

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

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

C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended. One of the following options, or a combination of the below two options, shall be considered to satisfy the above requirement:
   1. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
   2. A natural gas water heater and natural gas stove, or natural gas dryer.

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

10. STORMWATER/DRAINAGE MANAGEMENT

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

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

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

(c) A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

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

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

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

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

1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

11. WETLANDS, FLOOD ZONES & WILDLIFE

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

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

District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

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

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

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

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

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

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

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (103,600 square feet), or 2.38 total acres, whichever is greater.

B. Recreational requirements shall include at least one primary active recreation area, per development side adjacent to CR 33 – one primary area for the eastern development, and one primary area for the western development – to include a swimming pool and cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units, for each side of the development (east and west of CR 33).

1) Retention parks may be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C.**

2) A trail shall be constructed around a dry retention/flood compensation park, or wetland feature, for each side of the development (east and west of CR 33). This trail shall be provided as seen on the attached **Exhibit C.**

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be credited for activities such as, but not limited to:

1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

D. Approval of this request shall be subject to the applicant and/or successors in title who shall fully permit, initiate, and complete improvements to the intersection of County Road 33, County Road 48, and County Road 470, based on the applicant's contact with the Lake County Board of County Commissioners, dated September 9, 2025. Failure to complete said improvements shall nullify the terms of this PUD (Planned Unit Development) zoning, including Section 15 C, and the development standards shall revert to the RE-1 (Estate Density Residential) zoning district development standards (1 acre per unit) as provided in Section 25-284 *District development standards,* City of Leesburg, Code of Ordinances.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit

Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

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

B. Utilities

1. Projected Capacities

i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

ii. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

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

D. Ability to Provide Services

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

IN WITNESS WHEREOF, Owner has signed this Agreement.

WITNESSES:

OWNER:

_____
Signature

_____
Signature

_____
Type or print name of witness

_____
Type or print name of party

_____
Signature

_____
Signature

_____
Type or print name of witness

_____
Type or print name of party

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____, 20___,
By _____.
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____.

_____
Notary Signature

_____
Notary Seal

Notary Printed Name

EXHIBIT B **LEGAL DESCRIPTION**

PARCEL 1
O.R. BOOK 2460, PG, 269

E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND
THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW 1/4 OF NE 1/4 DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW 1/4 THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE 1/4 OF NW 1/4 AND SAID SW 1/4 OF NE 1/4 A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW 1/4 OF NE 1/4; THENCE WEST WITH THE SOUTH LINES OF SAID SW 1/4 OF NE 1/4 AND SAID SE 1/4 OF N/W 1/4 THENCE NORTH WITH THE LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING
AND
THE SOUTH 420.26 FEET OF THE EAST 1/2 OF THE SW 1/4 OF NW ¼

PARCEL 2

, LESS AND EXCEPT THE FOLLOWING:

O.R.BOOK 1349 PG, 0146

A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT--OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING--DESCRIBED CENTERLINE:

FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST 1/2 A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30 1 29" A DISTANCE OF 41 .91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32'
13 8T A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861 .43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE

SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF--WAY OF STATE ROAD 33.

PARCEL 3
O.R. BOOK 1509, PAGE 1867

PARCEL A

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL B

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4
O.R.BOOK 3370 PAGE 1207

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

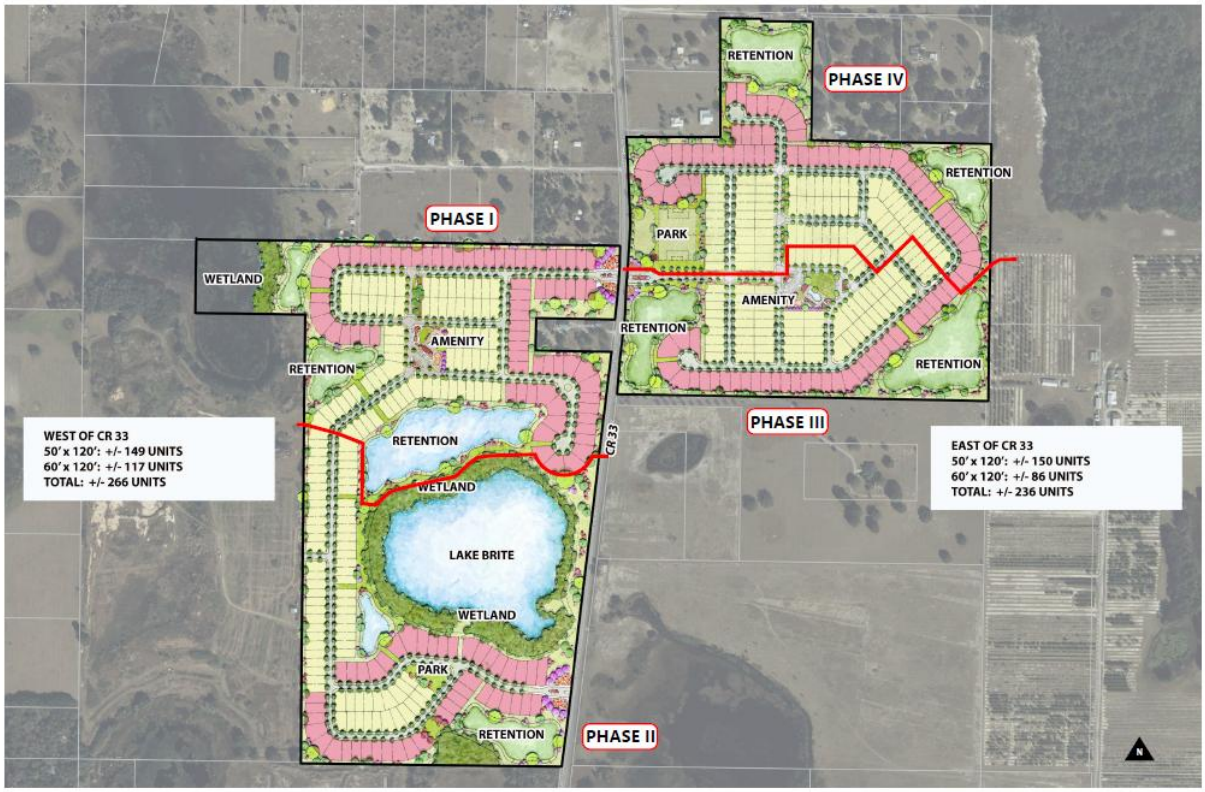
PARCEL 5
O.R. BOOK 4077 PAGE 2208

FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION,
836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°94'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION

758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING.

EXHIBIT C **CONCEPTUAL SITE PLAN**



CONCEPTUAL LOT COUNT					
TYPE	TOTAL	PHASE I	PHASE II	PHASE III	PHASE IV
50' x 115' LOTS	299	76	73	74	76
60' x 115' LOTS	203	73	44	33	53
TOTAL	502	149	117	107	129

EXHIBIT C **FULL CONCEPTUAL SITE PLAN**

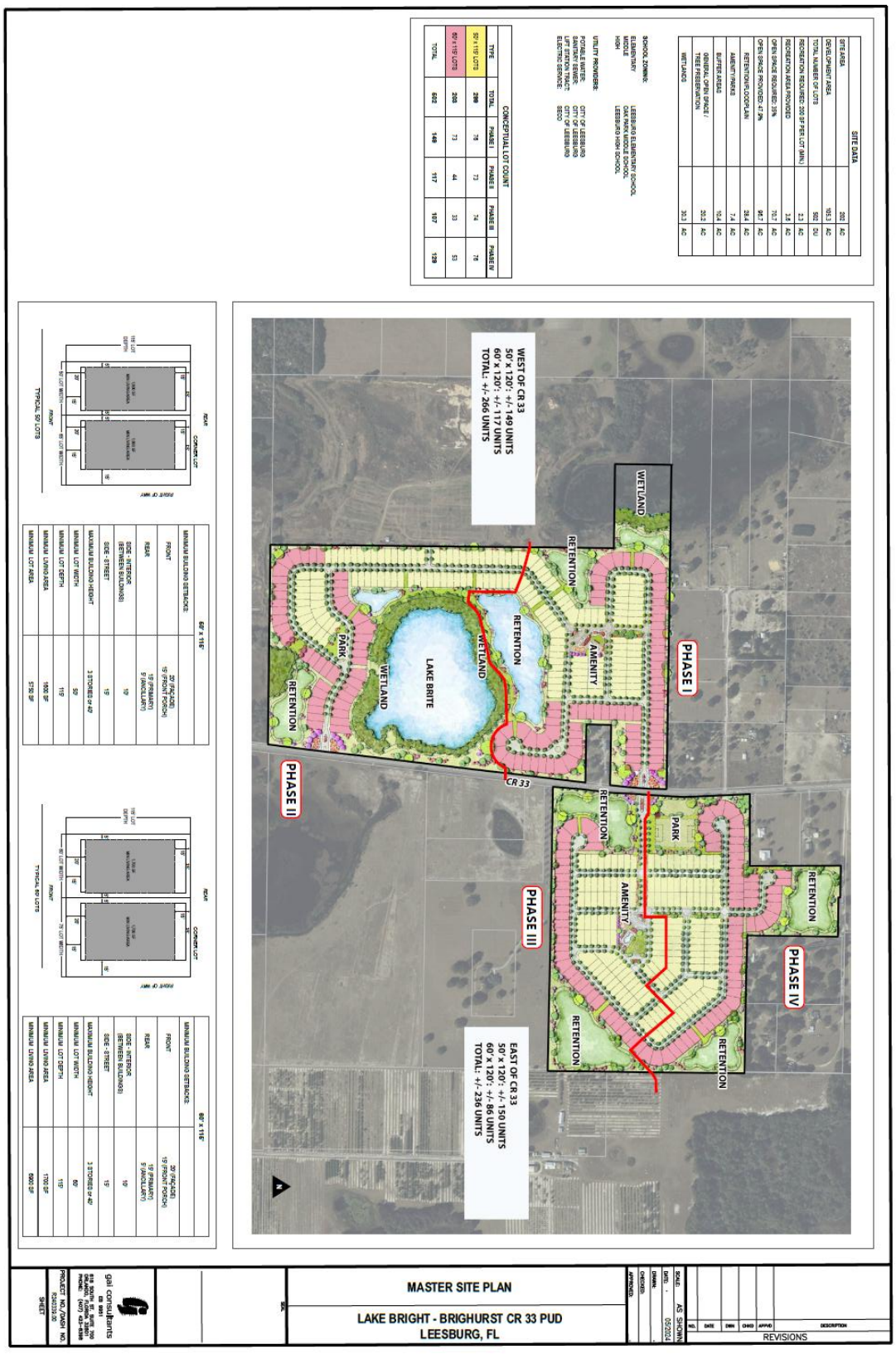


EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

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EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

TYPICAL DARK SKY LIGHTING FIXTURES

EXHIBIT F **REPRESENTATIVE FENCE EXAMPLES**

Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence & Shoreline Vinyl

https://bespokefence.com/products/vinyl-fences/ ; https://shorelinevinyl.com/fencing-styles/caroline/

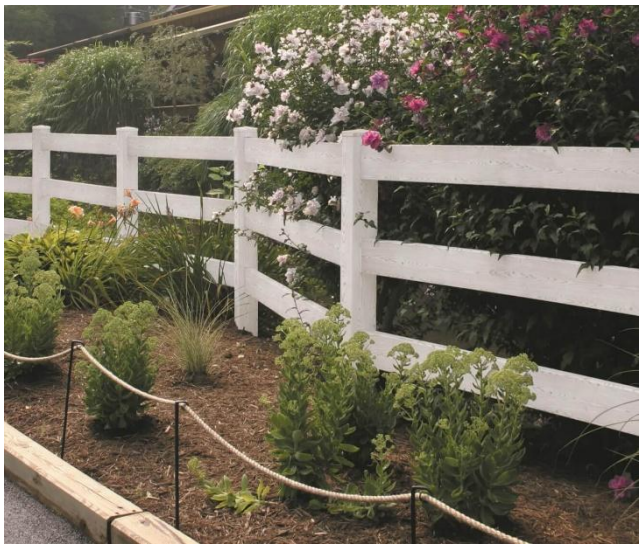

Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products & Peerless Fence

https://superiorplasticproducts.com/3-rail-vinyl-fence; https://www.peerlessfence.com/residential/products/wood/post-rail

EXHIBIT G **DIVIDED BOULEVARD AND PLANTINGS EXAMPLES**

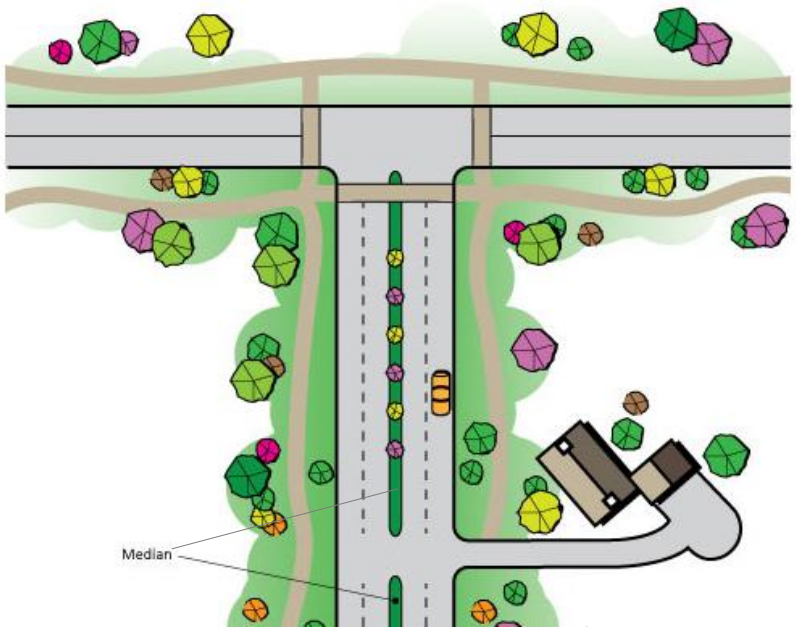

Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

Figure 2 – Planted Divided Boulevard
Example Source Courtesy of District Works
https://districtworks.city/landscaping-and-groundskeeping/

Figure 3 – Planted Divided Boulevard
Example Source Courtesy of Joshua Zeunert via ResearchGate
https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT FOR CR 470 / CR 48 AT CR 33 INTERSECTION IMPROVEMENTS

THIS ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT (the "Agreement") is entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, (the "County"), and **TRINITY LAND COMPANY, LLC,** a Florida limited liability company, or its designated permitted assignee hereunder (hereafter "Developer" and together with the County, the "Parties") with a principal address of 605 Commonwealth Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, Developer has under contract real property located in Lake County, Florida situated along CR 33, south of the Florida Turnpike, more particularly described in "**Exhibit A,**" attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the County has commissioned the firm Metric Engineering, Inc of Orlando, Florida for design, engineering, and construction plans (DE&P) for the CR 470/CR 48 at CR 33 Intersection Improvements; and,

WHEREAS, the Design Contract Plans with Lake County Project No. 21-0940A identified drainage, roadway and traffic signal improvements depicted in "**Exhibit B,**" attached hereto and incorporated by reference herein; and

WHEREAS, the County determined, and Developer agrees, that it is in the public interest to move forward with the construction of the CR 470/CR 48 at CR 33 Intersection Improvement Project); and

WHEREAS, Developer intends to submit a future Planned Unit Development along CR 33 titled Lake Bright-Brighurst CR 33 Planned Unit Development (PUD) as depicted in **"Exhibit C,"** attached hereto and incorporated by reference herein; and

WHEREAS, the Parties have identified a need to establish roadway improvements in order to accommodate increased traffic demands anticipated as a result of the development in Lake County, Florida; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed to construct the CR 470/CR 48 at CR 33 Intersection Improvement Project; and

WHEREAS, the Plans and Specifications shall include drainage improvements adding additional concrete piping, all as generally depicted on "**Exhibit D,**" attached hereto and incorporated herein (the "Drainage Map"); and

WHEREAS, the Plans and Specifications shall also include a roadway plan for milling, resurfacing and shoulder widening on CR 470 and CR 33 as depicted on "**Exhibit E,**" attached hereto and incorporated herein (the "Roadway Plan 1, 2, 3 and 4"); and

WHEREAS, the Plans and Specifications also provide for traffic signalization installation and relocations as generally depicted on "**Exhibit F,**" attached hereto and incorporated herein (the "Signalization Plan"); and

WHEREAS, once the Plans and Specifications have been approved by the County and the Developer has received PUD approval for the Lake Bright-Brighurst CR 33 PUD along CR 33, the Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements ("the Improvements") to commence construction within 6 months and have construction completed within 18 months; and

WHEREAS, Section 22-39, Lake County Code, provides that in lieu of paying all or a part of the transportation impact fees required for a given development, a developer may construct a road improvement project and be given credit against the transportation impact fees otherwise due, with the amount of the credit being based upon the actual cost of the road improvement project including, but not necessarily limited to, the costs to design, engineer, permit and construct such improvements as well as the attendant stormwater system necessary to address runoff from such road improvement project; and

WHEREAS, transportation impact fee credits may be given for "Non-Site-Related Improvements," as defined in Section 22-4, Lake County Code; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed, at Developer's sole expense, to cause the CR 470/CR 48 at CR 33 Intersection Improvement Project to be constructed to County standards; and

WHEREAS, Developer has further agreed that, upon Completion (as hereafter defined) the Intersection Improvements shall be conveyed to the County; and

WHEREAS, the Parties have agreed that the foregoing shall be accomplished by the Developer at no cost to the County, but instead in exchange for Transportation Impact Fee Credits to be awarded by the County as provided herein; and

NOW, THEREFORE, the County and the Developer hereby agree as follows:

Section 1. **Findings of Facts**. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. **Effective Date; Definitions**.

(a) This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto ("Effective Date").

(b) The following terms shall have the following meanings when used in this Agreement:

"**Approval**," with respect to the Initial Design and DE&P, shall mean written confirmation of acceptance by the County of the applicable plans without further comment. With respect to the PUD, shall mean written acceptance by the City.

"**Completion**," shall mean final acceptance of the Intersection Improvements as applicable, by the County and notice thereof to the County.

"**DE&P**," shall mean the final design, engineering, and construction plans for the Intersection Improvements ("Final Plans"), and receipt of all required permits as determined by the Developer, and the County for the Intersection Improvements including, but not limited to, receipt of the St. Johns River Water Management District ("SJRWMD") permit for the stormwater system.

"**Initial Design**," shall mean the design, engineering and construction plans for a particular Segment or Segments at 60% completion (+/- 60% plans), including cross sections, plan view, including any

transition grade details, plan profile, and identification of the necessary easements, sufficient to determine the utilities design, road drainage and grading design, and storm sewer and outfall locations, all as determined by the City for a particular Segment or Segments.

"PUD" shall mean a Planned Unit Development zoning classification allowing for development of a specific project.

"**Qualified Bidders**," shall mean contractors that are financially responsible, has experience constructing similar projects, and has an adequate bonding capacity for the value of the work.

"**ROW**" shall mean all of that Right of Way required under this Agreement to be secured by the County prior to construction commencing.

Section 3. Plans and Construction.

(a) County shall provide the final engineering plans and permits including any applicable Water Management District ("WMD"), the Florida Fish and Wildlife Conservation Commission ("FWC"), the Florida Department of Environmental Protection ("FDEP") and FDOT permits, required for CR 470/CR 48 at CR 33 Intersection Improvements.

(b) **Final Plans and Specifications.** Final Plans and Specifications for the Drainage, Roadway and Signalization Improvements shall be completed by the County, and shall become a material term incorporated into this Agreement upon final approval by the County and provision to Developer. The final Plans and Specifications shall be used by the Developer to obtain bids. It is understood that the Plans and Specifications and construction for the Improvements may be modified through agreement with the Developer through the permitting processes, and by change order as actual construction of the Improvements progresses. To be effective and binding against the County with respect to the award of Transportation Impact Fee Credits, however, any and all such change orders must be in writing and approved by the Lake County Department of Public Works. The County will add impact Transportation Impact Fee Credits for a cost increase and deduct Transportation Impact Fee Credits for a cost decrease, if change order is approved by the County, and if the additions or deletions were for Non-Site-Related Improvements.

(c) Conveyance of Roadway Improvements to the County. Within 30 days of Completion of the Improvements, Developer shall convey such Improvements to the County in a manner acceptable to the County and at no cost to the County, using the County's forms and procedures for the conveyance, with all warranties, guarantees, bonds, sureties and releases related to the Improvements which have been provided to Developer by any and every contractor, subcontractor, materialman, supplier or other entity.

Section 6. Permits, Environmental Survey, and Mitigation. County shall obtain an environmental survey and all required permits, for the Improvements pursuant to the terms of this Agreement which may include permits from the Florida Department of Transportation, SJRWMD, United States Army Corps of Engineers, Department of Environmental Protection, gopher tortoise permit, sand skink permit, or other environmental permits, if necessary, and shall provide a copy of each such survey and permit to the Developer prior to commencement of construction for the applicable Improvements.

Section 7. Construction Bidding and Engineering.

(a) Project Bid. Developer shall use the competitive bidding process to obtain at least three (3) responsive bids for the construction of the Improvements. Each bidder shall be a Responsible and Qualified Bidder. Developer shall submit to the County bid comparisons with all the submitted bids together with a recommendation. In the event the County determines that the bidding process is insufficient or that the proposed number of construction days to complete the Project is not reasonable, the County may require the Developer to reject all bids and re-bid the Project or portion as applicable. Upon receipt of all required documentation, the County shall have 21 days to dispute or approve Developer's recommendation. If the County does not notify Developer of a response to the recommendation within such 21-day period, then the recommendation shall be deemed approved, and Developer shall enter into a construction contract with the selected contractor. If the County disputes Developer's recommendation, then Developer shall only be eligible for Transportation Impact Fee Credits in the amount of the lowest of the bids submitted to the County, plus any approved change orders in accordance with the terms of this Agreement. Upon execution of a final construction contract ("Construction Contract") by Developer, a copy of the Construction Contract shall be provided to the Public Works Department as the basis for determining actual Transportation Impact Fee Credits to Developer. Developer shall not commence construction without receiving a written notice to proceed with construction from the County.

(b) Pre-Construction. Prior to or upon commencement of construction and after written notice to proceed has been provided to Developer from the County, Developer shall hold a pre-construction conference with its engineer and contractor, Public Works Department, and involved utility companies. Developer will notify the County at least ten (10) days in advance of such meeting to allow the parties to attend.

Section 8. Construction Schedule. The Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements to commence construction within six (6) months from the date a written notice to proceed with construction is issued by County. The Improvements shall be completed within eighteen (18) months of commencement of construction. For purposes of this Agreement, "commencement of construction" shall mean the physical initiation of clearing and grading the ROW. The time for commencement and/or completion of the Improvements shall be extended only upon written request of Developer with approval by the County Manager by the time during which Developer's performance is delayed by causes or occurrences outside or beyond Developer's control including, by way of illustration and not limitation: acts of God, including adverse weather conditions, epidemic, pandemic, flood, or similar occurrence; strikes or other labor controversies; acts of terrorism or declarations of war; shortages of materials (including temporary disruptions in supply chains which result in an unusual increase in the cost of materials in excess of ordinary and customary price fluctuations) or inability to obtain labor or the timely delivery of materials; fire or other casualties; orders or requirements of any governmental authority; change orders to the construction which are required, requested or approved by County; and delay, neglect or default by County.

Section 9. Performance and Maintenance Bonds and Warranties. Prior to proceeding with grading and construction of roadway, Developer or its contractor shall first provide a performance and payment bond or an irrevocable letter of credit in favor of the County for the Improvements which comply with the applicable provisions of the Florida Statutes for public construction bonds and is in a form acceptable to the County Attorney. The Performance and Payment Bond Form supplied by the County will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as "**Exhibit G**". The security instrument, a copy of which shall be provided to the County by the Developer, shall be in the amount of one hundred ten percent (110%) of the construction costs and shall remain in effect until the Improvements have been constructed and approved and accepted by the County in consultation

with the Public Works Department. The construction contract shall contain a warranty of the work performed which shall be in force and effect for a period of twenty-four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Segment. The Developer or its contractor shall additionally provide to the County, a maintenance bond or an irrevocable letter of credit, acceptable to the County Attorney, in the amount of ten percent (10%) of the total construction cost for a period of twenty four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Improvements. In the event the Developer defaults on the construction of the Improvements the County may utilize the payment and performance bond or letter of credit to complete the work subject to the terms and conditions of Section 11 below. The costs of the bonds shall be a cost of the construction for Transportation Impact Fee Credits.

Section 10. Impact Fee Credits.

(a) In consideration of the obligations set forth herein, the County shall grant to Developer Transportation Impact Fee Credits for the Non-Site-Related Improvements, as defined in the Lake County Code, which, in addition to the specific credits previously referenced in the above sections of this Agreement, shall include the cost construction of any and all eligible Non-Site-Related Improvements. Developer shall be entitled to Transportation Impact Fee Credits for the construction of the Non-Site-Related Improvements in the estimated amount as shown in the Cost Estimate attached hereto as "**Exhibit H**" and incorporated herein (the "Cost Estimate"). The estimated amount of Transportation Impact Fee Credits which will be available to the Developer subject to full compliance with the terms and conditions of this Agreement is currently projected to be $2,006,489.93. In no event shall the amount of Transportation Impact Fee Credits awarded exceed the actual costs of the Non-Site-Related Improvements.

(b) Transportation Impact Fee Credits shall be granted for the construction costs after the County receives written notice of the final completion and has fully accepted the Drainage, Roadway and Traffic Signal Improvements constructed.

(c) Upon the granting of the Transportation Impact Fee Credits as set forth above, the Transportation Impact Fee Credits shall be credited to the impact fee credit account in favor of the Developer. The Developer shall send a written request by letter or by email to County with backup documents and materials for County approval prior to the impact fee credit account being activated. Upon acceptance of all submitted documentation providing compliance with this Agreement, the Public Works Department will provide notification to the County impact fee coordinator to set up the credit account. It is the Developer's responsibility to ensure that credits are requested at time of building permitting, as cash reimbursement will not be allowed after the fact in the event credits were not requested and a cash payment was made for the building permit or certificate of occupancy. The County shall issue Transportation Impact Fee Credits to Developer once submitted documentation is approved by the County's Department of Public Works. The Developer shall provide all documentation necessary for the review and approval of the impact fee credit request to the Department of Public Works, which will respond within 14 days to each request or submittal, until all required documentation has been reviewed and approved by the Department of Public Works.

(d) Upon the granting of Transportation Impact Fee Credits, the County shall be entitled to ownership of the improvements constructed.

(e) To the extent that there is an increase in the actual cost and expense of the Non-Site-Related Improvements as actual construction of the improvements progresses, as requested and approved by the County, the County shall reimburse Developer in Transportation Impact Fee Credits in an amount equal to the increase in

cost and expense resulting from such change order(s). To the extent there is a decrease in the total cost and expense of the Non-Site-Related Improvements as a result of any change order(s) to the Plans and Specifications or construction of the roadway as requested or approved by the County, as actual construction of the improvements progresses, the amount of reimbursement to Developer shall be decreased in an amount equal to the total decrease in the cost and expense resulting from such change order(s). In the event of unanticipated field conditions resulting in change orders, the Developer must immediately notify the Department of Public Works for approval of the change.

(f) Following the issuance of Transportation Impact Fee Credits, Developer may assign or transfer any Transportation Impact Fee Credits in accordance with Chapter 22, Lake County Code, and applicable Florida law within the Central Benefit District, as it is depicted as of the date of this Agreement.

(g) It is acknowledged by the County that compliance with the terms and conditions of this Agreement by Developer, its successors and assigns, satisfies any applicable Lake County transportation concurrency requirements for the Developer's Property.

Section 11. Self-Help Provision. In the event the County desires to expedite the overall construction of the roadway, the County shall be permitted, upon delivery of sixty (60) days prior written notice to the Developer, to assume the Developer's responsibilities, unless Developer commences to perform Developer's obligations within such sixty (60) day period. In the event of a material delay in the construction of roadway, which delay shall be in excess of thirty (30) days, or Developer fails to perform its obligations under this Agreement, then prior to the exercise of the rights provided to the County in this Section, Developer shall be entitled to written notice and to ninety (90) days after the receipt of that written notice of material delay on which to commence and/or continue in good faith to perform Developer's obligations. If such default, breach or other problem is not corrected within such ninety (90) day period, then the County shall each have the right, but not the obligation, to utilize the payment and performance bond or letter of credit to complete the project. The first of the two to exercise the rights granted in this section shall hereafter be referred to as the "Completing Entity in this section.

Section 12. Term and Nature of Agreement. The Developer shall take such actions as are necessary to complete the construction of the Improvements in accordance with this Agreement. Except for the warranty requirements set forth herein, this Agreement shall terminate upon completion and acceptance of the Improvements and transfer of the property to County. If the Developer is unable to obtain all necessary approvals from the City of Leesburg for the LAKE BRIGHT-BRIGHURST CR 33 PUD (PLANNED UNIT DEVELOPMENT), the sole remedy to the County shall be the termination of this Agreement and the Developer shall not be liable for, and the County shall not seek from the Developer, either damages or the specific performance of this Agreement.

Section 13. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

Section14. Further Assurance. The Parties anticipate that, related to the construction of the Road Network under this Agreement, Developer may be required to upgrade certain utilities located within the roadway corridor. County will use best efforts to cooperate with Developer or Developer's designee, to assist in facilitating such utility improvements within the proposed ROW, which shall include but not be limited to providing any available as-built plans or surveys, providing MOT guidance, reviewing plans, as applicable, and coordinating

the location of such utility improvements within the road ROW. Such assistance shall also include County coordination with the City of Leesburg if the City's utility lines need to be relocated.

Section 15. **Notices.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer:

Trinity Land Company, LLC
Attn: Andrew Orosz, Esq.
605 Commonwealth Ave.
Orlando, Florida 32803
aorosz@hcpland.com

With copy to:

Hanover Land Company
Attn: Ben Snyder
605 Commonwealth Ave.
Orlando, Florida 32803
bsnyder@hcpland.com

County:

Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

With copy to:

Lake County Department of Public Works
Attn: Public Works Director
P.O. Box 7800
Tavares, Florida 32778

Lake County, Florida
Attn: Melanie Marsh, County Attorney
P.O. Box 7800
Tavares, FL 32778

Section 16. **Counterparts**. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 17. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

Section 18. **Time is of the Essence**. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 19. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 20. Construction of Agreement. This Agreement shall not be construed against either party as the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

Section 21. Public Records.

(a) All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the Developer for or on behalf of the County will be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the Developer's office or facility. The Developer will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the Developer will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County.

(b) Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(i) Keep and maintain public records required by the County to perform the services identified herein;

(ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Developer does not transfer the records to the County.

(iv) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If Developer transfers all public records to the County upon completion of the contract, Developer shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S**

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, PUBLIC WORKS DIRECTOR, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FL, OR AT 352-253-6000 OR VIA EMAIL AT CR_ENGINEERING@LAKECOUNTYFL.GOV.

(d) Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

(e) Unless otherwise provided, Developer shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Developer receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Developer shall continue to maintain all service records until final resolution of the dispute or litigation.

(f) Confidential and/or Exempt Information. Developer must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Agreement. Upon completion, Developer will return to County all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. Developer will provide written certification to County that all documents designated as confidential and/or exempt have been returned to the County or destroyed.

Section 22. Records and Audits. Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the County upon five (5) business days prior written notice.

Section 23. Equal Opportunity Employment. Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

Section 24. Breach. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

Section 25. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors in interest.

Section 26. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 27. **Assignment**. This Agreement and all the rights, obligations and responsibilities hereunder, shall be assignable in whole or in part by Developer without prior approval of County. In the event Developer assigns all or a portion of this Agreement, the Developer will provide the County with written notice. It is understood and agreed by the Parties that upon a complete assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

Section 28. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the County.

Section 29. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida, and each Party shall be responsible for its own attorneys' fees and costs.

Section 30. **Land Use Approvals**. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Development Projects, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

Section 31. **Indemnity**. Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorneys' fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to roadway construction and improvements provided under this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the County, or claims, asserted by third-party property owners for damages arising from the performance of the obligations contained in this Agreement.

Section 32. **Insurance**. Notwithstanding the foregoing performance bond requirement, and without waiving such performance bond requirement, the Developer shall maintain or cause its agents and contractors to maintain insurance as set forth in "**Exhibit I**", attached hereto and incorporated herein by reference.

Section 33. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A:	Legal Description for Annexation and PUD
Exhibit B:	LAKE COUNTY PROJECT No. 21-0940A
Exhibit C:	LAKE BRIGHT-BRIGHURST CR 33 PUD
Exhibit D:	DRAINAGE MAP
Exhibit E:	ROADWAY PLAN 1,2,3,4
Exhibit F:	SIGNALIZATION PLAN
Exhibit G:	PERFORMANCE/PAYMENT BOND
Exhibit H	CONSTRUCTION BUDGET COST ESTIMATE
Exhibit I:	INSURANCE REQUIREMENTS

Section 33. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

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Exhibit F:	SIGNALIZATION PLAN
Exhibit G:	PERFORMANCE/PAYMENT BOND
Exhibit H	CONSTRUCTION BUDGET COST ESTIMATE
Exhibit I:	INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and Developer, through its/their duly authorized representatives.

DEVELOPER

TRINITY LAND COMPANY, LLC a Florida limited liability company

By: _____
Andrew Orosz, Authorized Representative

This 11th day of August, 2025.

COUNTY

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 9th day of September, 2025.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

9/9/25
Melanie Marsh, County Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION AND PUD

PARCEL 1

O.R. BOOK 2460, PG, 269
E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OFWAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW ¼ OF NE ¼ DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW ¼ THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE ¼ OF NW ¼ AND SAID SW ¼ OF NE ¼ A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW ¼ OF NE ¼; THENCE WEST WITH THE SOUTH LINES OF SAID SW ¼ OF NE ¼ AND SAID SE ¼ OF N/W ¼ THENCE NORTH WITH THE LINE OF SAID SE ¼ OF NW ¼ A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING AND THE SOUTH 420.26 FEET OF THE EAST ½ OF THE SW ¼ OF NW ¼

PARCEL 2, LESS AND EXCEPT THE FOLLOWING:

O.R. BOOK 1349 PG, 0146
A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT—OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING—DESCRIBED CENTERLINE: FROM THE SOUTHWEST CORNER OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST ½ A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30 1 29" A DISTANCE OF 41 .91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13 8T A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861 .43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF—WAY OF STATE ROAD 33.

PARCEL 3

O.R. BOOK 1509, PAGE 1867
PARCEL A FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE

OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A". PARCEL B FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE"C"UNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4

O.R. BOOK 3370 PAGE 1207
THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 5
O.R. BOOK 4077 PAGE 2208
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°94'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF

SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

EXHIBIT B

LAKE COUNTY PROJECT No. 21-0940A

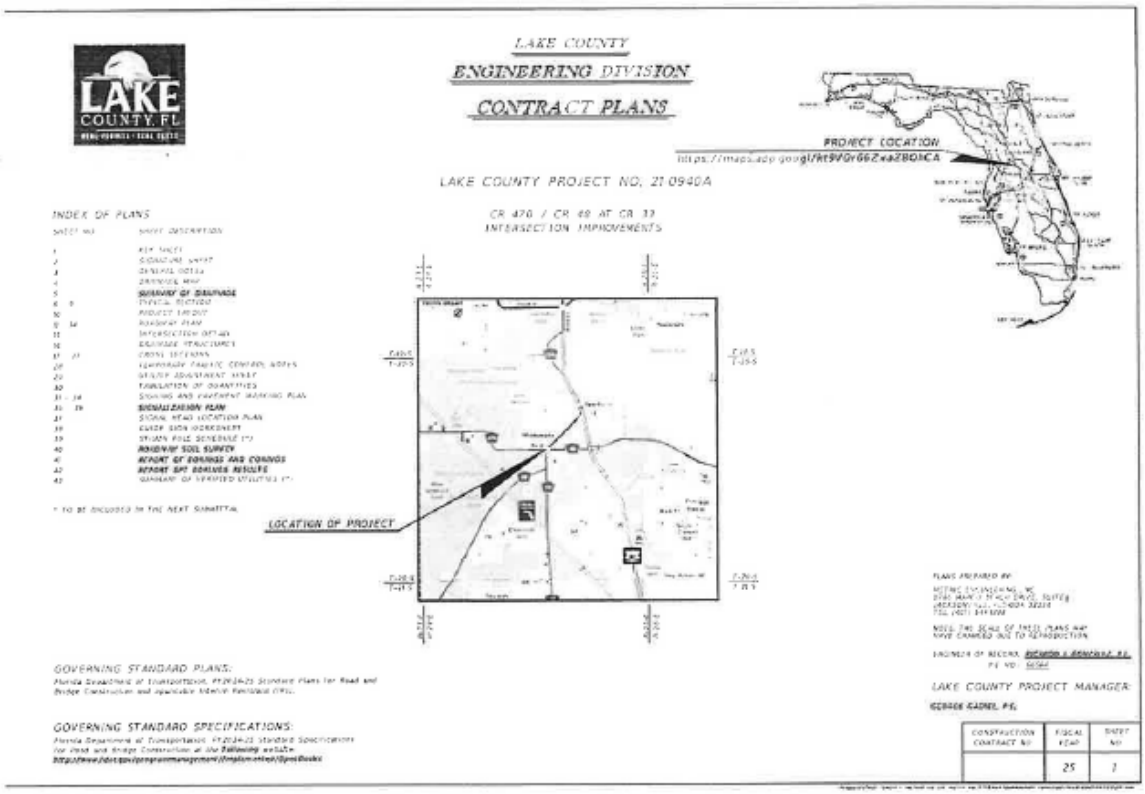


EXHIBIT C

LAKE BRIGHT-BRIGHURST CR 33 PUD

EXHIBIT D

DRAINAGE MAP

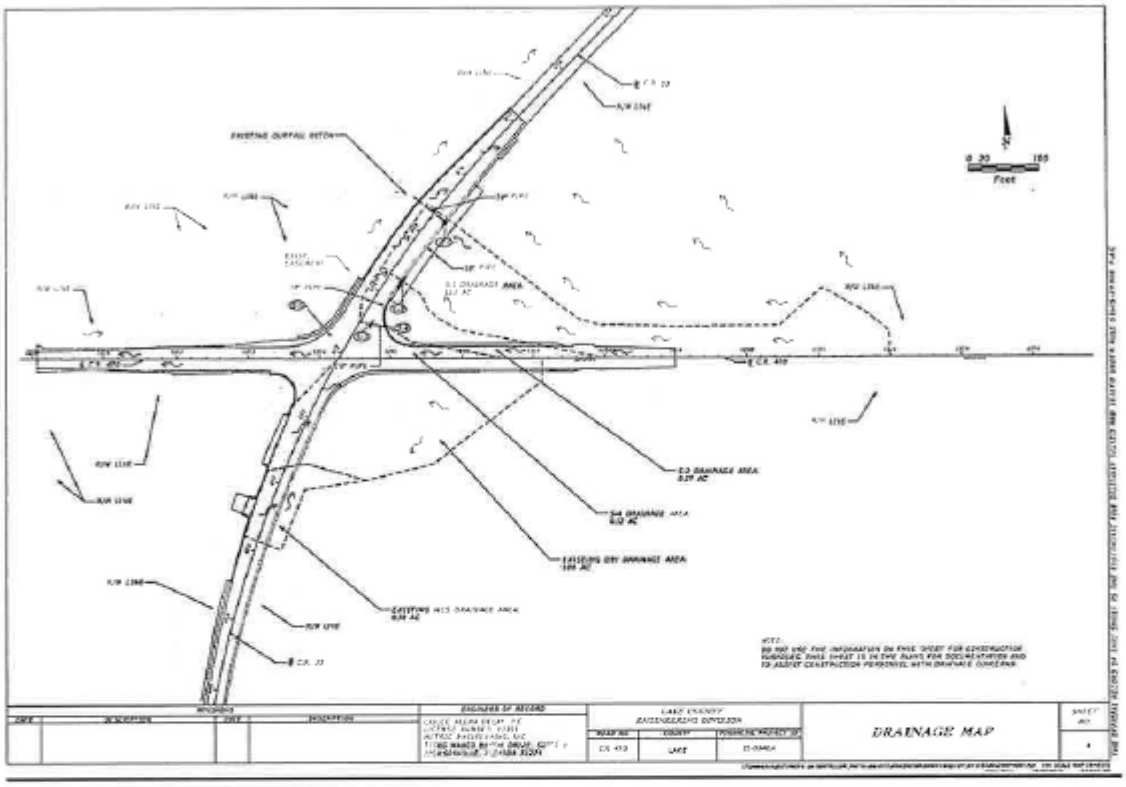


EXHIBIT E

ROADWAY PLAN 1

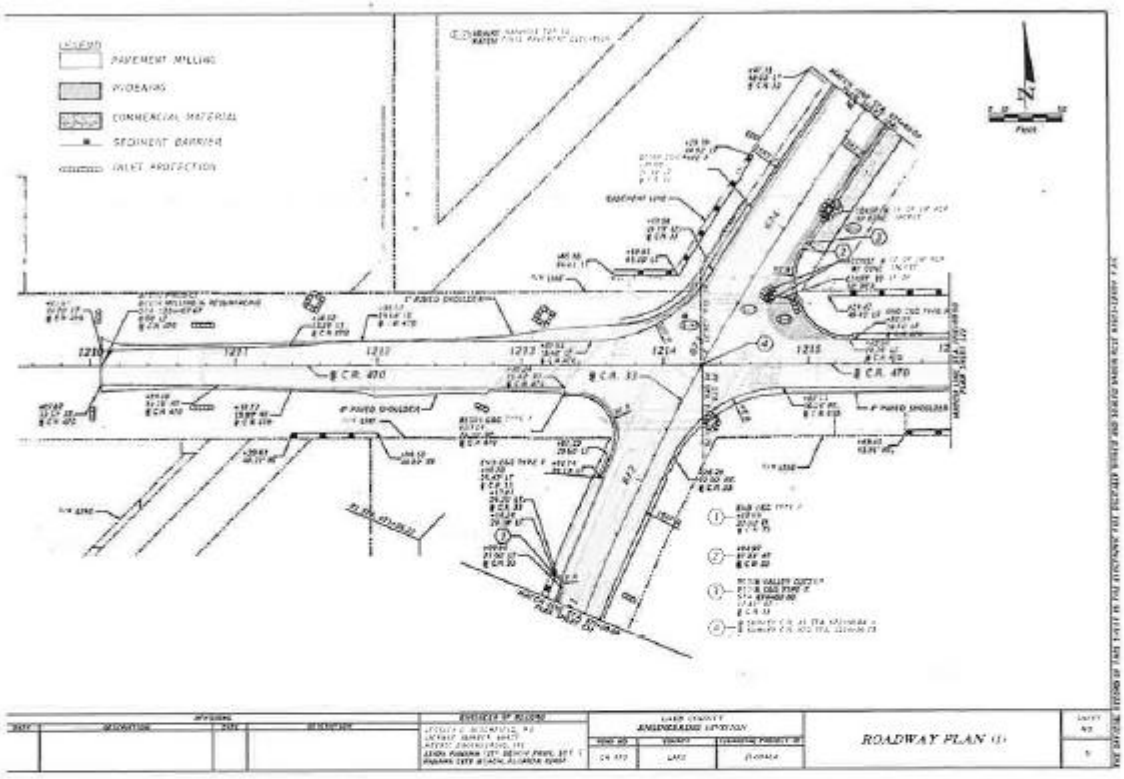


EXHIBIT E

ROADWAY PLAN 2

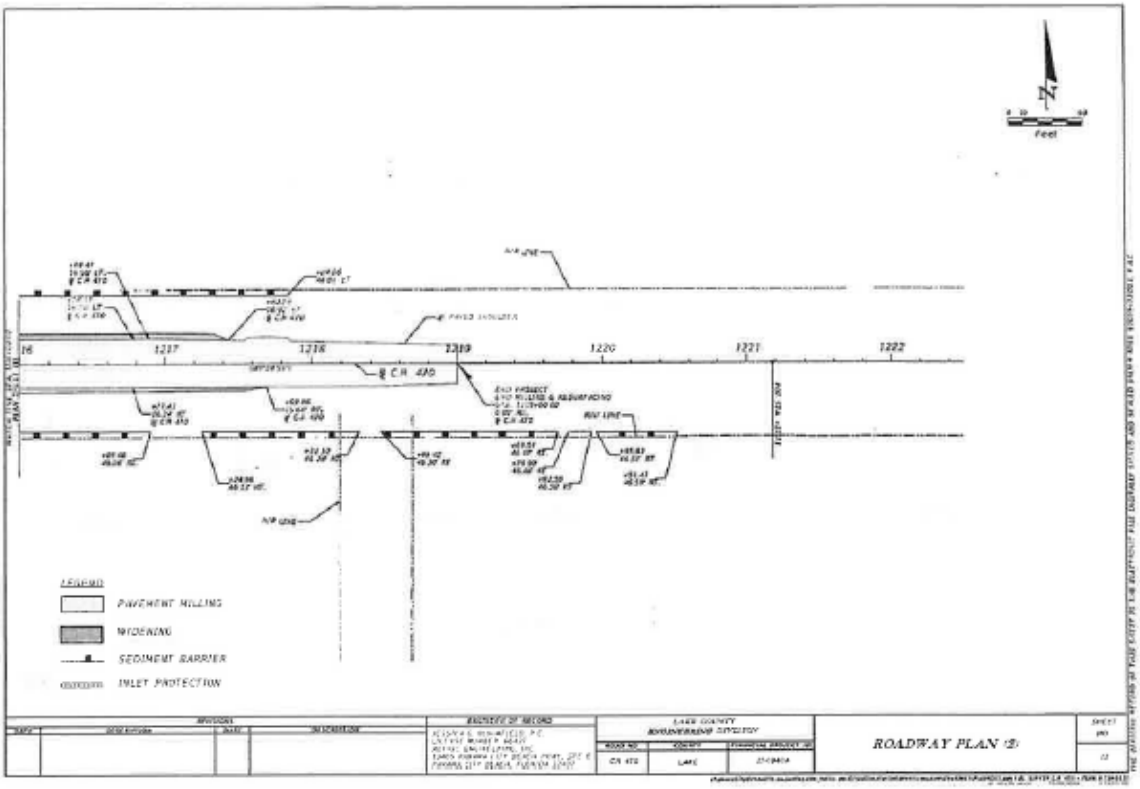


EXHIBIT E

ROADWAY PLAN 3

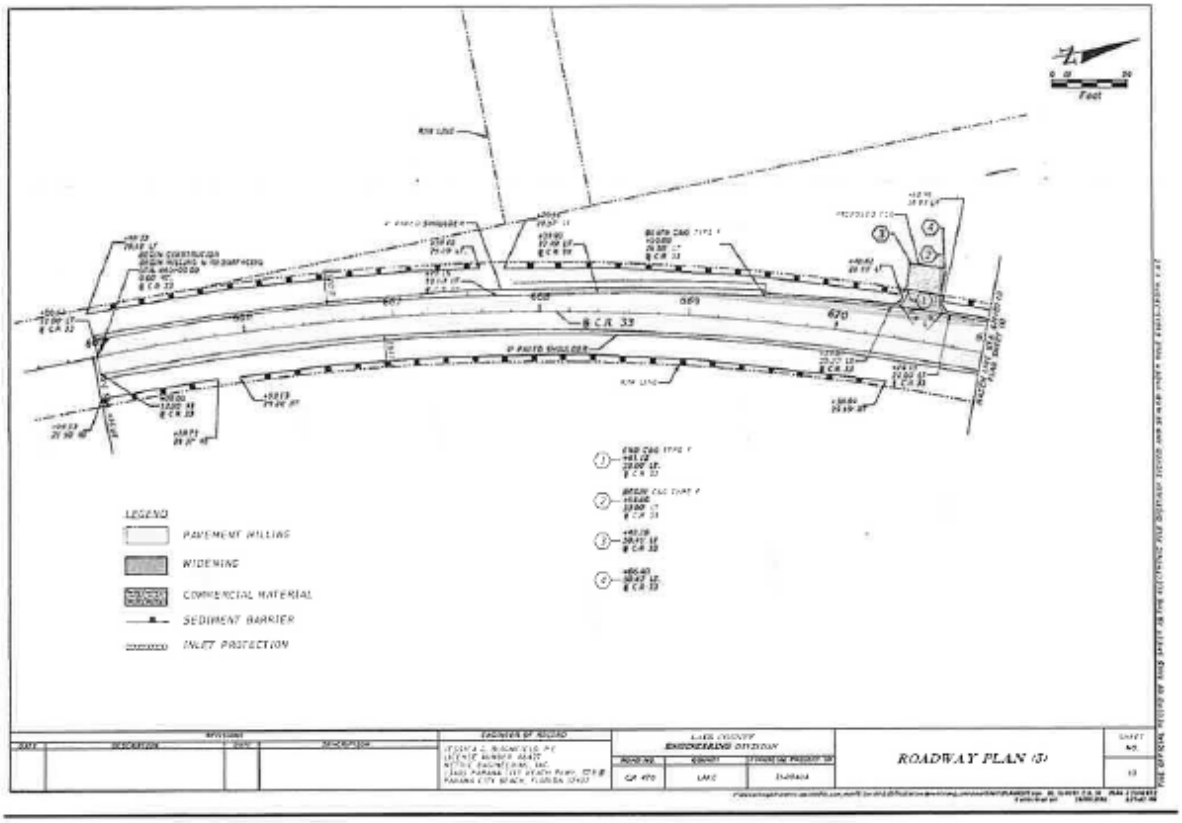


EXHIBIT E

ROADWAY PLAN 4

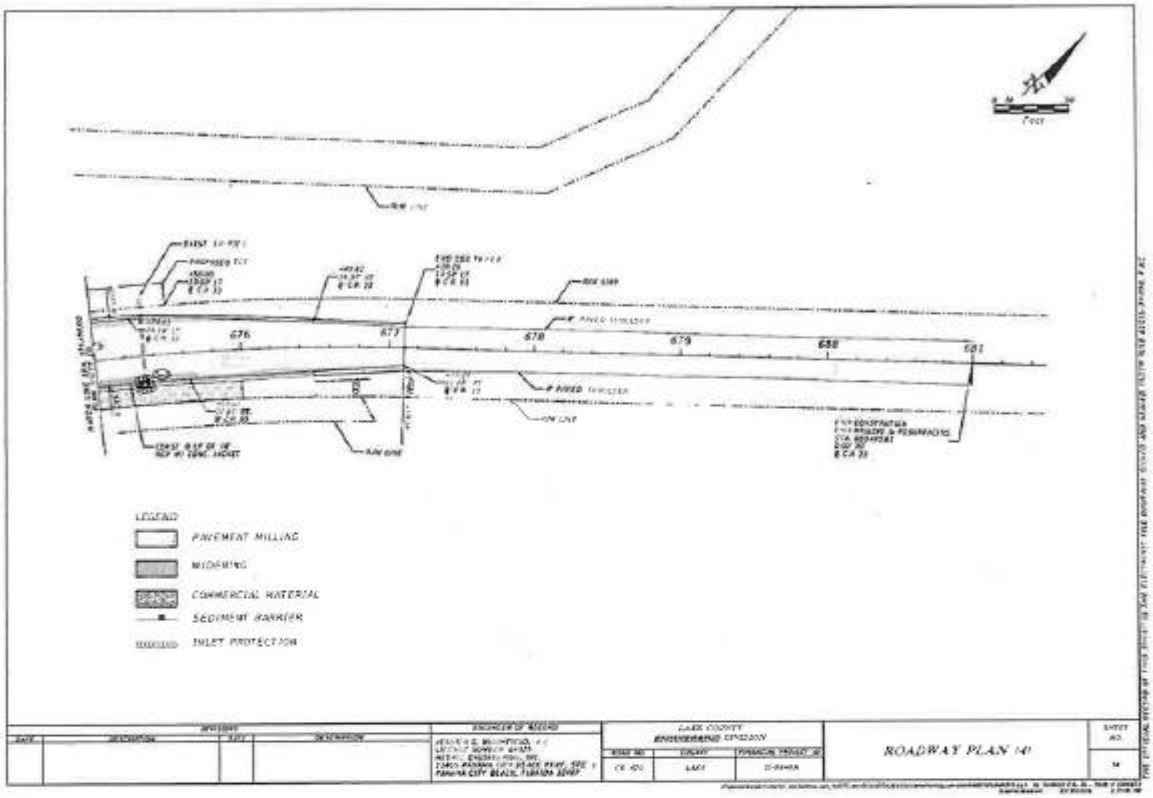


EXHIBIT F

SIGNALIZATION PLAN

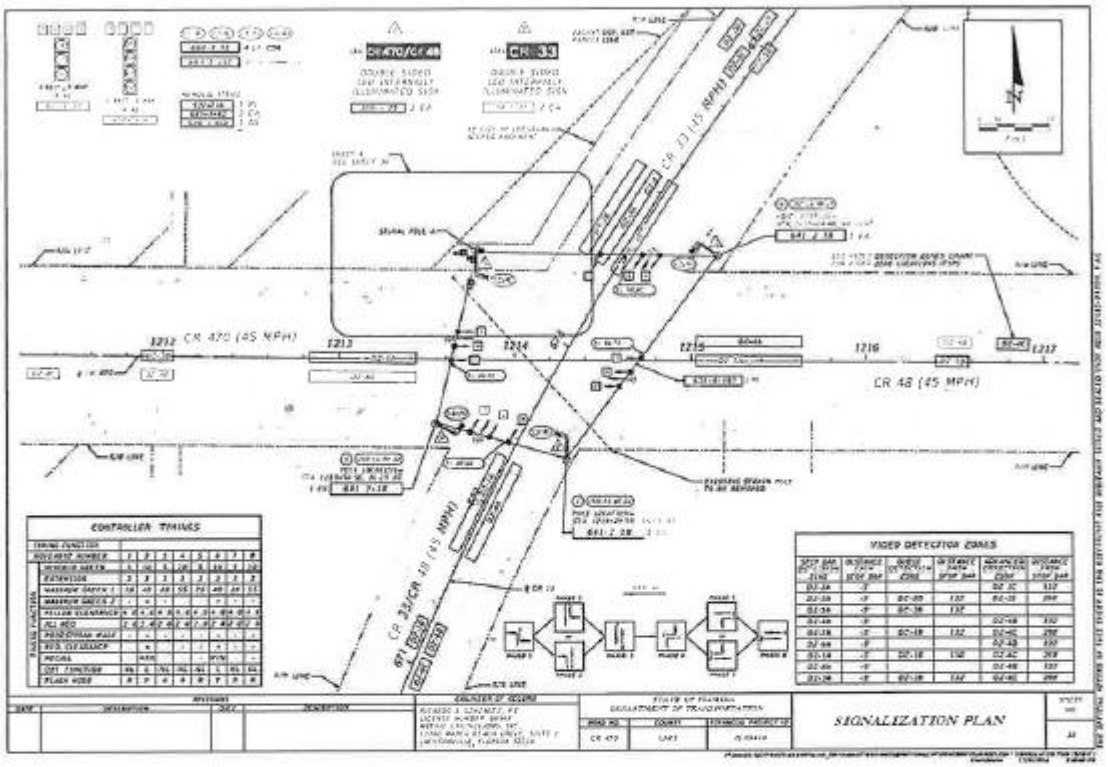


EXHIBIT G

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida: are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($ _____ _____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Page 2 of 7

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of☐ physical presence or☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor **Telephone**_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____ ($_____)

for payment of which we **bind ourselves**, our **heirs**, our legal representatives, our successors and our assignees, jointly and severally,

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

Page 6 of 7

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

EXHIBIT H

DRAINAGE, ROADWAY & TRAFFIC IMPROVMENTS CONSTRUCTION BUDGET COST ESTIMATE

DRAINAGE	$	65,000.00
ROADWAY	$	1,139,081.75
SIGNALIZATIUON	$	520,000.00
CONSTRUCTION ADMIN./MISC.ENGINEERING/PERMITS	$	100,000.00
	$	1,824,081.75
CONTINGENCY 10%	$	182,408.18
BUDGET TOTAL	$	2,006,489.93

CR 470/ CR 48 at CR 33 Intersection Improvements

Hughes Brothers Construction, Inc.
948 Walker Road
Oldwood, FL 34785
Contact: Hunter Carter
Phone: 352-399-6859
Fax: 352-399-6850

Quote To: Hanover Land
Attn: Dony Beasley
Phone: 407-432-1967
Fax:
Date: 1-6-2025

Job Name: CR-470 CR-48 @ CR-33
Date of Plans: 12-30-2024
Revision Date:

Bid # 2025-027

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Mobilization	1.00	LS	45,000.00	45,000.00
1010	Survey & Layout	1.00	LS	72,000.00	72,000.00
1020	As-Builts	1.00	LS	30,000.00	30,000.00
1030	Geo-Testing	1.00	LS	18,000.00	18,000.00
1040	Maintenance of Traffic	1.00	LS	285,000.00	285,000.00
1050	NPDES Monitoring	1.00	LS	18,000.00	18,000.00
1060	Silt Fence	4,650.00	LF	2.25	10,462.50
1070	Inlet Protection	13.00	EA	135.00	1,755.00
1090	ROW Restoration	16,568.00	SY	3.75	62,071.25
1100	Demolition	1.00	LS	7,500.00	7,500.00
1110	1.5" Milling	9,270.00	SY	7.80	72,306.00
1120	1.5" FC-9.5 Asphalt	10,010.00	SY	31.00	310,310.00
1130	2" SP-12.5	1,060.00	SY	78.00	82,680.00
1140	Full Depth Lime Rock	1,060.00	SY	31.00	32,860.00
1150	Type F Curb	870.00	LF	42.00	36,540.00
1160	Type Valley - Gutter	250.00	LF	42.00	10,500.00
1170	Striping & Signage	1.00	LS	38,400.00	38,400.00
1180	TOTAL ROADWAY	2.00			1,139,081.75
1190	Connect to Existing	5.00	EA	5,685.00	23,080.00
1200	18" RCP	70.00	LF	145.00	10,150.00
1210	Type P-3 Inlet	1.00	EA	9,585.00	9,685.00
1220	Type V Inlet	2.00	EA	7,235.00	14,470.00
1230	Type P Manhole (Adjustment and Riser)	1.00	EA	2,670.00	2,670.00
1240	Type P Manhole	1.00	EA	5,830.00	5,830.00
1250	Testing	10.00	LF	1.50	325.00
1260	TOTAL STORM				65,100.00
1270	Signalization Package	1.00	LS	520,000.00	520,000.00
1280	TOTAL SIGNALIZATION				520,000.00
GRAND TOTAL					$1,725,081.75

Page 1 of 2

EXHIBIT I

INSURANCE REQUIREMENTS

The contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

At time of contract, the Contractor will be required to provide a copy of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. (Note: A simple COI WILL NOT be accepted in lieu of).

Contractor shall not commence work under the Contract until County has received an acceptable certificate or certificates of insurance evidencing the required insurance and all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured, along with all required provisions to include waiver of subrogation, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

Railroad Protective Liability with bodily injury protection of Two Million dollars ($2,000,000) and property damage of Two Million dollars ($2,000,000) for any project or portion of the project which is located on Railroad property. The Railroad shall be endorsed to this policy as an additional insured.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Contractor's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	January 22, 2026
OWNER:	Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER:	Ben Snyder, Hanover Land Company
PROJECT:	Lake Bright-Brighurst CR 33
REQUEST:	Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development)
CASE NO.:	PUD-25-775

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

<u>APPROVAL</u> of the request for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County A (Agriculture); AR (Agricultural Residential); RA (Ranchette), and City PUD (Planned Unit Development).

2. The proposed zoning, as conditioned, is compatible with the proposed future land use designation amendment to City Estate Residential, and the current surrounding Future Land Use designations.

3. The site is compatible with existing City of Leesburg approved developments along CR 33.

4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned in the PUD document.

5. Applicant shall be responsible for timely fulfillment and completion of all improvements, based on the contract with Lake County, Florida, dated September 9, 2025, for the intersection of CR 33/CR 48 and CR 470.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County A (Agriculture) to City PUD (Planned Unit Development), and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Lake Bright-Brighurst CR 33
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential and Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow 502 detached single-family units.
CASE NO.: *(ANNX-25-773);* LSCP-25-774; PUD-25-775

GENERAL LOCATION: East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural; City of Leesburg Neighborhood Mixed Use
South – Lake County Rural, Conservation
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Rural	Estate Residential	202.64 +/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture), AR (Agricultural Residential), RA (Ranchette District); City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Residential and agricultural acreage.

SURROUNDING LAND USE:
North – Residential
South – Pasture Improved Hay Acreage; Residential; Non-Agricultural Acreage
East – Government
West – Non-Agricultural Acreage

PROPOSED LAND USE: 502 single-family residential lots, comprised of 50' x 120' and 60' x 120' lots, with associated amenities.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: January 22, 2026
OWNER: Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Lake Bright-Brighurst CR 33
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential and Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow 502 detached single-family units.
CASE NO.: *(ANNX-25-773);* LSCP-25-774; PUD-25-775

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/16/2026.

FIRE

In reference to Case Number LSCP-25-774; PUD-25-775

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-774; PUD-25-775 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

--Captain Amanda Stevenson, 1/21/2026

ELECTRIC

Leesburg Electric has no objections. This is outside of Leesburg Electric Service territory. – Steve Davis, 12/29/2025

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith, 12/30/2025.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 12/29/2025

BUILDING

No comments received as of 1/16/2026.

PUBLIC WORKS

No comments received as of 1/16/2026.

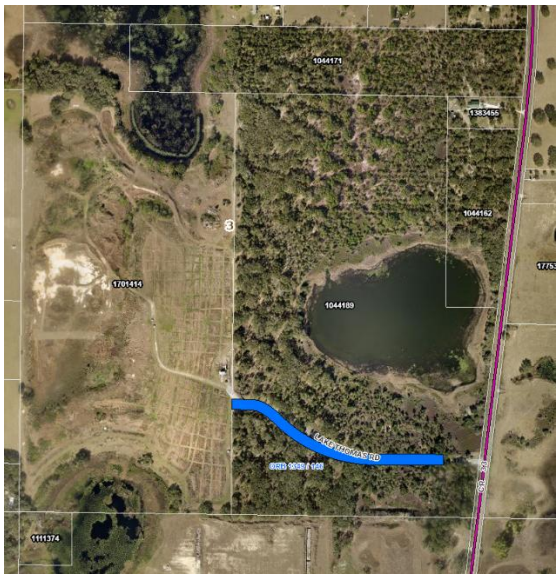
HOUSING & REDEVELOPMENT

No comments received as of 1/16/2026.

LAKE COUNTY PUBLIC WORKS

Attached is the Lake County Public Works comment letter for the Lake Bright-Brighurst CR 33.

A note related to the PUD concept plan is the proposed lot layout will affect the current access to the western parcel at alt key 1701414. Here is a clip from the GIS map showing the blue deeded right-of-way to the property and the driveway/road to the house outside of this proposed development.



I have also included the Roadway and Impact Fee Agreement that was made in coordination and requested by the city for this development's contributions to improvements outside of the development to the existing road network.

Please let Jeff or I know if you have any questions.

Thanks,
Seth

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

January 14, 2026

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Lake Bright-Brighurst CR 33/ Planned Unit Development
CASE NO.: PUD-25-775

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for CR 33

- **Turn Lanes are required on CR 33 at the development's proposed access.**
- **Additional right-of-way may be required for CR 33.**
- **A trail along the development road frontage for CR 33 will need to be accommodated.**
- **A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.**

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Lake County Department of Public Works recommended requirements for the Lake Bright-Brighurst CR 33 PUD impacts to roadways and drainage systems:

CR 33:

- Access off CR 33 will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on CR 33 at the proposed entrances to this development will be required.
- The development will need to accommodate for the West Lake Trail along the property's CR 33 road frontage.
- CR 33 is defined with a functional road classification of 'rural major collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.
- A preliminary review of the right-of-way based on the historic SR 33 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 33 will be required the will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for CR 33 may be required to meet the minimum requirements for a collector roadway, accommodate the offsite road improvements while maintaining the road drainage, and accommodate future widening of CR 33. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.

Lake Thomas Road:

- Lake Thomas Road appears to be a public right of way per ORB1349/PG146. This road is not in the county road maintenance. The proposed PUD plan appears to alter the path of this road and the access for the western parcel with alt key 1701414 (not part of this proposed PUD). Any vacation petition for the removal of the existing right-of-way should be processed by the city and new right-of-way providing access to the western parcel should be provided at the same time of vacation of right-of-way.
- The development will need to revise the concept plan showing the access to the western parcel with alt key 1701414. This access would need to be a right-of-way and a road meeting local paved road standard.

Roadway Agreement:

- A Roadway and Impact Fee Agreement has been made with the developer to help contribute to the road improvements and signal reconstruction at the intersection of CR 470/CR 48 and CR 33 in the Distinctive Community of Okahumpka. This agreement was made with coordination between city and county for this development's contributions to improvements outside of the development to the existing road network.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.

- The TIA is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to CR 33.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Engineering and Operations Director
Lake County Department of Public Works
seth.lynch@lakecountyfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

LAKE COUNTY SCHOOLS

An Adequate Public Facilities determination (APF15-205) was issued for this project on 12/11/25. The determination was for 502 SF units. Please be advised the project is still subject to school concurrency review. – Helen LaValley, 12/30/2025.

PUBLIC RESPONSES

Approval

No comments received as of 12/15/2025.

Disapproval

2

No comment

No comments received as of 12/15/2025.

Notice of Appearance filed:

No comments received as of 12/15/2025.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 1/16/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 1/16/2026.

PUBLIC COMMENTS (DISAPPROVAL)

1. **23404 County Road 33 Groveland, FL 34746**

Dear Leesburg Planning & Zoning,
We, William and Karen Robertson oppose Case No: LSCP-25-774; PUD-25-775 Lake Bright-Brighurst CR33 project per our attorney unless there is a requirement for the builder to construct a concrete wall at least 8 feet tall along the entire South side of the Brighurst property.

We have owned our 33 acres for 38 years where we have a homestead and cattle ranch. We have been advised that per these homes with the current perimeter barrier requirements from the City of Leesburg for only a 4-6 ft split rail or poly fence are inadequate.

Sincerely,
William B. Robertson and Karen J. Robertson

2. To Whom It May Concern,

I am writing to formally express my opposition to the proposed rezoning and Planned Unit Development associated with case numbers LSCP-25-774; PUD-25-775, located in the Lake Bright St area along County Road 33.

The proposal to rezone more than 200 acres of rural land and change the current five-acre minimum per residence to allow 502 detached single-family residential lots raises serious concerns regarding traffic safety, infrastructure capacity, and the long-term preservation of Lake County's rural character.

This area is already awaiting multiple approved developments that have yet to be completed. Even without these developments, CR 33 experiences frequent accidents and dangerous driving conditions. Issues such as illegal passing, speeding, and aggressive driving are already common, creating unsafe conditions for residents and commuters. Adding a third large-scale development would significantly increase traffic on roadways that are not designed to safely handle such volume, further endangering the public.

Beyond traffic and safety concerns, this rezoning threatens to permanently alter and diminish the beautiful country farmland that defines this area and much of Lake County. The existing five-acre minimum per residence was established for a clear and important purpose: to preserve rural landscapes, reduce overdevelopment, and protect the county's natural beauty. Eliminating this standard in favor of high-density development undermines that intent and opens the door for a domino effect of similar rezonings throughout surrounding rural areas.

Once farmland and open space are lost to dense development that cannot be restored. Approving this request would not only change the character of the Lake Brite Street and CR 33, but could also set a precedent that continues to erode the rural charm and agricultural heritage that Lake County residents value and seek to protect.

For these reasons, I respectfully urge the County to deny or reconsider this rezoning request until comprehensive traffic studies, infrastructure improvements, and cumulative development impacts are fully evaluated. Growth should be managed responsibly, with public safety, sustainability, and the preservation of Lake County's rural identity as top priorities.

Thank you for your time and consideration.

Sincerely,
Kayla and Quintin Phillips
3956 Lake Brite Street
Groveland, FL 34736
352-398-2742

Extended Aerial

Planning & Zoning Department

N

0 600 1,200 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT FOR CR 470 / CR 48 AT CR 33 INTERSECTION IMPROVEMENTS

THIS ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT (the "Agreement") is entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, (the "County"), and **TRINITY LAND COMPANY, LLC,** a Florida limited liability company, or its designated permitted assignee hereunder (hereafter "Developer" and together with the County, the "Parties") with a principal address of 605 Commonwealth Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, Developer has under contract real property located in Lake County, Florida situated along CR 33, south of the Florida Turnpike, more particularly described in "**Exhibit A,**" attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the County has commissioned the firm Metric Engineering, Inc of Orlando, Florida for design, engineering, and construction plans (DE&P) for the CR 470/CR 48 at CR 33 Intersection Improvements; and,

WHEREAS, the Design Contract Plans with Lake County Project No. 21-0940A identified drainage, roadway and traffic signal improvements depicted in "**Exhibit B,**" attached hereto and incorporated by reference herein; and

WHEREAS, the County determined, and Developer agrees, that it is in the public interest to move forward with the construction of the CR 470/CR 48 at CR 33 Intersection Improvement Project); and

WHEREAS, Developer intends to submit a future Planned Unit Development along CR 33 titled Lake Bright-Brighurst CR 33 Planned Unit Development (PUD) as depicted in **"Exhibit C,"** attached hereto and incorporated by reference herein; and

WHEREAS, the Parties have identified a need to establish roadway improvements in order to accommodate increased traffic demands anticipated as a result of the development in Lake County, Florida; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed to construct the CR 470/CR 48 at CR 33 Intersection Improvement Project; and

WHEREAS, the Plans and Specifications shall include drainage improvements adding additional concrete piping, all as generally depicted on "**Exhibit D,**" attached hereto and incorporated herein (the "Drainage Map"); and

WHEREAS, the Plans and Specifications shall also include a roadway plan for milling, resurfacing and shoulder widening on CR 470 and CR 33 as depicted on "**Exhibit E,**" attached hereto and incorporated herein (the "Roadway Plan 1, 2, 3 and 4"); and

WHEREAS, the Plans and Specifications also provide for traffic signalization installation and relocations as generally depicted on "**Exhibit F,**" attached hereto and incorporated herein (the "Signalization Plan"); and

WHEREAS, once the Plans and Specifications have been approved by the County and the Developer has received PUD approval for the Lake Bright-Brighurst CR 33 PUD along CR 33, the Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements ("the Improvements") to commence construction within 6 months and have construction completed within 18 months; and

WHEREAS, Section 22-39, Lake County Code, provides that in lieu of paying all or a part of the transportation impact fees required for a given development, a developer may construct a road improvement project and be given credit against the transportation impact fees otherwise due, with the amount of the credit being based upon the actual cost of the road improvement project including, but not necessarily limited to, the costs to design, engineer, permit and construct such improvements as well as the attendant stormwater system necessary to address runoff from such road improvement project; and

WHEREAS, transportation impact fee credits may be given for "Non-Site-Related Improvements," as defined in Section 22-4, Lake County Code; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed, at Developer's sole expense, to cause the CR 470/CR 48 at CR 33 Intersection Improvement Project to be constructed to County standards; and

WHEREAS, Developer has further agreed that, upon Completion (as hereafter defined) the Intersection Improvements shall be conveyed to the County; and

WHEREAS, the Parties have agreed that the foregoing shall be accomplished by the Developer at no cost to the County, but instead in exchange for Transportation Impact Fee Credits to be awarded by the County as provided herein; and

NOW, THEREFORE, the County and the Developer hereby agree as follows:

Section 1. **Findings of Facts**. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. **Effective Date; Definitions**.

(a) This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto ("Effective Date").

(b) The following terms shall have the following meanings when used in this Agreement:

"**Approval**," with respect to the Initial Design and DE&P, shall mean written confirmation of acceptance by the County of the applicable plans without further comment. With respect to the PUD, shall mean written acceptance by the City.

"**Completion**," shall mean final acceptance of the Intersection Improvements as applicable, by the County and notice thereof to the County.

"**DE&P**," shall mean the final design, engineering, and construction plans for the Intersection Improvements ("Final Plans"), and receipt of all required permits as determined by the Developer, and the County for the Intersection Improvements including, but not limited to, receipt of the St. Johns River Water Management District ("SJRWMD") permit for the stormwater system.

"**Initial Design**," shall mean the design, engineering and construction plans for a particular Segment or Segments at 60% completion (+/- 60% plans), including cross sections, plan view, including any

transition grade details, plan profile, and identification of the necessary easements, sufficient to determine the utilities design, road drainage and grading design, and storm sewer and outfall locations, all as determined by the City for a particular Segment or Segments.

"PUD" shall mean a Planned Unit Development zoning classification allowing for development of a specific project.

"**Qualified Bidders**," shall mean contractors that are financially responsible, has experience constructing similar projects, and has an adequate bonding capacity for the value of the work.

"**ROW**" shall mean all of that Right of Way required under this Agreement to be secured by the County prior to construction commencing.

Section 3. Plans and Construction.

(a) County shall provide the final engineering plans and permits including any applicable Water Management District ("WMD"), the Florida Fish and Wildlife Conservation Commission ("FWC"), the Florida Department of Environmental Protection ("FDEP") and FDOT permits, required for CR 470/CR 48 at CR 33 Intersection Improvements.

(b) Final Plans and Specifications. Final Plans and Specifications for the Drainage, Roadway and Signalization Improvements shall be completed by the County, and shall become a material term incorporated into this Agreement upon final approval by the County and provision to Developer. The final Plans and Specifications shall be used by the Developer to obtain bids. It is understood that the Plans and Specifications and construction for the Improvements may be modified through agreement with the Developer through the permitting processes, and by change order as actual construction of the Improvements progresses. To be effective and binding against the County with respect to the award of Transportation Impact Fee Credits, however, any and all such change orders must be in writing and approved by the Lake County Department of Public Works. The County will add impact Transportation Impact Fee Credits for a cost increase and deduct Transportation Impact Fee Credits for a cost decrease, if change order is approved by the County, and if the additions or deletions were for Non-Site-Related Improvements.

(c) Conveyance of Roadway Improvements to the County. Within 30 days of Completion of the Improvements, Developer shall convey such Improvements to the County in a manner acceptable to the County and at no cost to the County, using the County's forms and procedures for the conveyance, with all warranties, guarantees, bonds, sureties and releases related to the Improvements which have been provided to Developer by any and every contractor, subcontractor, materialman, supplier or other entity.

Section 6. Permits, Environmental Survey, and Mitigation. County shall obtain an environmental survey and all required permits, for the Improvements pursuant to the terms of this Agreement which may include permits from the Florida Department of Transportation, SJRWMD, United States Army Corps of Engineers, Department of Environmental Protection, gopher tortoise permit, sand skink permit, or other environmental permits, if necessary, and shall provide a copy of each such survey and permit to the Developer prior to commencement of construction for the applicable Improvements.

Section 7. Construction Bidding and Engineering.

(a) Project Bid. Developer shall use the competitive bidding process to obtain at least three (3) responsive bids for the construction of the Improvements. Each bidder shall be a Responsible and Qualified Bidder. Developer shall submit to the County bid comparisons with all the submitted bids together with a recommendation. In the event the County determines that the bidding process is insufficient or that the proposed number of construction days to complete the Project is not reasonable, the County may require the Developer to reject all bids and re-bid the Project or portion as applicable. Upon receipt of all required documentation, the County shall have 21 days to dispute or approve Developer's recommendation. If the County does not notify Developer of a response to the recommendation within such 21-day period, then the recommendation shall be deemed approved, and Developer shall enter into a construction contract with the selected contractor. If the County disputes Developer's recommendation, then Developer shall only be eligible for Transportation Impact Fee Credits in the amount of the lowest of the bids submitted to the County, plus any approved change orders in accordance with the terms of this Agreement. Upon execution of a final construction contract ("Construction Contract") by Developer, a copy of the Construction Contract shall be provided to the Public Works Department as the basis for determining actual Transportation Impact Fee Credits to Developer. Developer shall not commence construction without receiving a written notice to proceed with construction from the County.

(b) Pre-Construction. Prior to or upon commencement of construction and after written notice to proceed has been provided to Developer from the County, Developer shall hold a pre-construction conference with its engineer and contractor, Public Works Department, and involved utility companies. Developer will notify the County at least ten (10) days in advance of such meeting to allow the parties to attend.

Section 8. Construction Schedule. The Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements to commence construction within six (6) months from the date a written notice to proceed with construction is issued by County. The Improvements shall be completed within eighteen (18) months of commencement of construction. For purposes of this Agreement, "commencement of construction" shall mean the physical initiation of clearing and grading the ROW. The time for commencement and/or completion of the Improvements shall be extended only upon written request of Developer with approval by the County Manager by the time during which Developer's performance is delayed by causes or occurrences outside or beyond Developer's control including, by way of illustration and not limitation: acts of God, including adverse weather conditions, epidemic, pandemic, flood, or similar occurrence; strikes or other labor controversies; acts of terrorism or declarations of war; shortages of materials (including temporary disruptions in supply chains which result in an unusual increase in the cost of materials in excess of ordinary and customary price fluctuations) or inability to obtain labor or the timely delivery of materials; fire or other casualties; orders or requirements of any governmental authority; change orders to the construction which are required, requested or approved by County; and delay, neglect or default by County.

Section 9. Performance and Maintenance Bonds and Warranties. Prior to proceeding with grading and construction of roadway, Developer or its contractor shall first provide a performance and payment bond or an irrevocable letter of credit in favor of the County for the Improvements which comply with the applicable provisions of the Florida Statutes for public construction bonds and is in a form acceptable to the County Attorney. The Performance and Payment Bond Form supplied by the County will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as "**Exhibit G**". The security instrument, a copy of which shall be provided to the County by the Developer, shall be in the amount of one hundred ten percent (110%) of the construction costs and shall remain in effect until the Improvements have been constructed and approved and accepted by the County in consultation

with the Public Works Department. The construction contract shall contain a warranty of the work performed which shall be in force and effect for a period of twenty-four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Segment. The Developer or its contractor shall additionally provide to the County, a maintenance bond or an irrevocable letter of credit, acceptable to the County Attorney, in the amount of ten percent (10%) of the total construction cost for a period of twenty four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Improvements. In the event the Developer defaults on the construction of the Improvements the County may utilize the payment and performance bond or letter of credit to complete the work subject to the terms and conditions of Section 11 below. The costs of the bonds shall be a cost of the construction for Transportation Impact Fee Credits.

Section 10. Impact Fee Credits.

(a) In consideration of the obligations set forth herein, the County shall grant to Developer Transportation Impact Fee Credits for the Non-Site-Related Improvements, as defined in the Lake County Code, which, in addition to the specific credits previously referenced in the above sections of this Agreement, shall include the cost construction of any and all eligible Non-Site-Related Improvements. Developer shall be entitled to Transportation Impact Fee Credits for the construction of the Non-Site-Related Improvements in the estimated amount as shown in the Cost Estimate attached hereto as **"Exhibit H"** and incorporated herein (the "Cost Estimate"). The estimated amount of Transportation Impact Fee Credits which will be available to the Developer subject to full compliance with the terms and conditions of this Agreement is currently projected to be $2,006,489.93. In no event shall the amount of Transportation Impact Fee Credits awarded exceed the actual costs of the Non-Site-Related Improvements.

(b) Transportation Impact Fee Credits shall be granted for the construction costs after the County receives written notice of the final completion and has fully accepted the Drainage, Roadway and Traffic Signal Improvements constructed.

(c) Upon the granting of the Transportation Impact Fee Credits as set forth above, the Transportation Impact Fee Credits shall be credited to the impact fee credit account in favor of the Developer. The Developer shall send a written request by letter or by email to County with backup documents and materials for County approval prior to the impact fee credit account being activated. Upon acceptance of all submitted documentation providing compliance with this Agreement, the Public Works Department will provide notification to the County impact fee coordinator to set up the credit account. It is the Developer's responsibility to ensure that credits are requested at time of building permitting, as cash reimbursement will not be allowed after the fact in the event credits were not requested and a cash payment was made for the building permit or certificate of occupancy. The County shall issue Transportation Impact Fee Credits to Developer once submitted documentation is approved by the County's Department of Public Works. The Developer shall provide all documentation necessary for the review and approval of the impact fee credit request to the Department of Public Works, which will respond within 14 days to each request or submittal, until all required documentation has been reviewed and approved by the Department of Public Works.

(d) Upon the granting of Transportation Impact Fee Credits, the County shall be entitled to ownership of the improvements constructed.

(e) To the extent that there is an increase in the actual cost and expense of the Non-Site-Related Improvements as actual construction of the improvements progresses, as requested and approved by the County, the County shall reimburse Developer in Transportation Impact Fee Credits in an amount equal to the increase in

cost and expense resulting from such change order(s). To the extent there is a decrease in the total cost and expense of the Non-Site-Related Improvements as a result of any change order(s) to the Plans and Specifications or construction of the roadway as requested or approved by the County, as actual construction of the improvements progresses, the amount of reimbursement to Developer shall be decreased in an amount equal to the total decrease in the cost and expense resulting from such change order(s). In the event of unanticipated field conditions resulting in change orders, the Developer must immediately notify the Department of Public Works for approval of the change.

(f) Following the issuance of Transportation Impact Fee Credits, Developer may assign or transfer any Transportation Impact Fee Credits in accordance with Chapter 22, Lake County Code, and applicable Florida law within the Central Benefit District, as it is depicted as of the date of this Agreement.

(g) It is acknowledged by the County that compliance with the terms and conditions of this Agreement by Developer, its successors and assigns, satisfies any applicable Lake County transportation concurrency requirements for the Developer's Property.

Section 11. **Self-Help Provision**. In the event the County desires to expedite the overall construction of the roadway, the County shall be permitted, upon delivery of sixty (60) days prior written notice to the Developer, to assume the Developer's responsibilities, unless Developer commences to perform Developer's obligations within such sixty (60) day period. In the event of a material delay in the construction of roadway, which delay shall be in excess of thirty (30) days, or Developer fails to perform its obligations under this Agreement, then prior to the exercise of the rights provided to the County in this Section, Developer shall be entitled to written notice and to ninety (90) days after the receipt of that written notice of material delay on which to commence and/or continue in good faith to perform Developer's obligations. If such default, breach or other problem is not corrected within such ninety (90) day period, then the County shall each have the right, but not the obligation, to utilize the payment and performance bond or letter of credit to complete the project. The first of the two to exercise the rights granted in this section shall hereafter be referred to as the "Completing Entity in this section.

Section 12. **Term and Nature of Agreement**. The Developer shall take such actions as are necessary to complete the construction of the Improvements in accordance with this Agreement. Except for the warranty requirements set forth herein, this Agreement shall terminate upon completion and acceptance of the Improvements and transfer of the property to County. If the Developer is unable to obtain all necessary approvals from the City of Leesburg for the LAKE BRIGHT-BRIGHURST CR 33 PUD (PLANNED UNIT DEVELOPMENT), the sole remedy to the County shall be the termination of this Agreement and the Developer shall not be liable for, and the County shall not seek from the Developer, either damages or the specific performance of this Agreement.

Section 13. **Compliance with Laws and Regulation**. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

Section14. **Further Assurance**. The Parties anticipate that, related to the construction of the Road Network under this Agreement, Developer may be required to upgrade certain utilities located within the roadway corridor. County will use best efforts to cooperate with Developer or Developer's designee, to assist in facilitating such utility improvements within the proposed ROW, which shall include but not be limited to providing any available as-built plans or surveys, providing MOT guidance, reviewing plans, as applicable, and coordinating

the location of such utility improvements within the road ROW. Such assistance shall also include County coordination with the City of Leesburg if the City's utility lines need to be relocated.

Section 15. **Notices.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer:

Trinity Land Company, LLC
Attn: Andrew Orosz, Esq.
605 Commonwealth Ave.
Orlando, Florida 32803
aorosz@hcpland.com

With copy to:

Hanover Land Company
Attn: Ben Snyder
605 Commonwealth Ave.
Orlando, Florida 32803
bsnyder@hcpland.com

County:

Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

With copy to:

Lake County Department of Public Works
Attn: Public Works Director
P.O. Box 7800
Tavares, Florida 32778

Lake County, Florida
Attn: Melanie Marsh, County Attorney
P.O. Box 7800
Tavares, FL 32778

Section 16. **Counterparts**. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 17. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

Section 18. **Time is of the Essence**. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 19. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 20. Construction of Agreement. This Agreement shall not be construed against either party as the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

Section 21. Public Records.

(a) All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the Developer for or on behalf of the County will be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the Developer's office or facility. The Developer will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the Developer will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County.

(b) Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(i) Keep and maintain public records required by the County to perform the services identified herein;

(ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Developer does not transfer the records to the County.

(iv) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If Developer transfers all public records to the County upon completion of the contract, Developer shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S**

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, PUBLIC WORKS DIRECTOR, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FL, OR AT 352-253-6000 OR VIA EMAIL AT CR_ENGINEERING@LAKECOUNTYFL.GOV.

(d) Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

(e) Unless otherwise provided, Developer shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Developer receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Developer shall continue to maintain all service records until final resolution of the dispute or litigation.

(f) Confidential and/or Exempt Information. Developer must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Agreement. Upon completion, Developer will return to County all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. Developer will provide written certification to County that all documents designated as confidential and/or exempt have been returned to the County or destroyed.

Section 22. Records and Audits. Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the County upon five (5) business days prior written notice.

Section 23. Equal Opportunity Employment. Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

Section 24. Breach. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

Section 25. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors in interest.

Section 26. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 27. **Assignment**. This Agreement and all the rights, obligations and responsibilities hereunder, shall be assignable in whole or in part by Developer without prior approval of County. In the event Developer assigns all or a portion of this Agreement, the Developer will provide the County with written notice. It is understood and agreed by the Parties that upon a complete assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

Section 28. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the County.

Section 29. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida, and each Party shall be responsible for its own attorneys' fees and costs.

Section 30. **Land Use Approvals**. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Development Projects, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

Section 31. **Indemnity**. Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorneys' fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to roadway construction and improvements provided under this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the County, or claims, asserted by third-party property owners for damages arising from the performance of the obligations contained in this Agreement.

Section 32. **Insurance**. Notwithstanding the foregoing performance bond requirement, and without waiving such performance bond requirement, the Developer shall maintain or cause its agents and contractors to maintain insurance as set forth in "**Exhibit I**", attached hereto and incorporated herein by reference.

Section 33. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A:	Legal Description for Annexation and PUD
Exhibit B:	LAKE COUNTY PROJECT No. 21-0940A
Exhibit C:	LAKE BRIGHT-BRIGHURST CR 33 PUD
Exhibit D:	DRAINAGE MAP
Exhibit E:	ROADWAY PLAN 1,2,3,4
Exhibit F:	SIGNALIZATION PLAN
Exhibit G:	PERFORMANCE/PAYMENT BOND
Exhibit H	CONSTRUCTION BUDGET COST ESTIMATE
Exhibit I:	INSURANCE REQUIREMENTS

Section 33. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

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Exhibit I:	INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and Developer, through its/their duly authorized representatives.

DEVELOPER

TRINITY LAND COMPANY, LLC a Florida limited liability company

By: _____
Andrew Orosz, Authorized Representative

This 11th day of August, 2025.

COUNTY

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 9th day of September, 2025.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

9/9/25

Melanie Marsh, County Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION AND PUD

PARCEL 1

O.R. BOOK 2460, PG, 269
E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OFWAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW ¼ OF NE ¼ DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW ¼ THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE ¼ OF NW ¼ AND SAID SW ¼ OF NE ¼ A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW ¼ OF NE ¼; THENCE WEST WITH THE SOUTH LINES OF SAID SW ¼ OF NE ¼ AND SAID SE ¼ OF N/W ¼ THENCE NORTH WITH THE LINE OF SAID SE ¼ OF NW ¼ A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING AND THE SOUTH 420.26 FEET OF THE EAST ½ OF THE SW ¼ OF NW ¼

PARCEL 2, LESS AND EXCEPT THE FOLLOWING:

O.R. BOOK 1349 PG, 0146
A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT—OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING—DESCRIBED CENTERLINE: FROM THE SOUTHWEST CORNER OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST ½ A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30 1 29" A DISTANCE OF 41 .91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13 8T A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861 .43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF—WAY OF STATE ROAD 33.

PARCEL 3

O.R. BOOK 1509, PAGE 1867
PARCEL A FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE

OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A". PARCEL B FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE"C"UNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4

O.R. BOOK 3370 PAGE 1207
THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 5
O.R. BOOK 4077 PAGE 2208
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°94'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF

SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

EXHIBIT B

LAKE COUNTY PROJECT No. 21-0940A

LAKE COUNTY

ENGINEERING DIVISION

CONTRACT PLANS

PROJECT LOCATION

https://maps.app.goo.gl/kt9VQr66ZxaZ8QhCA

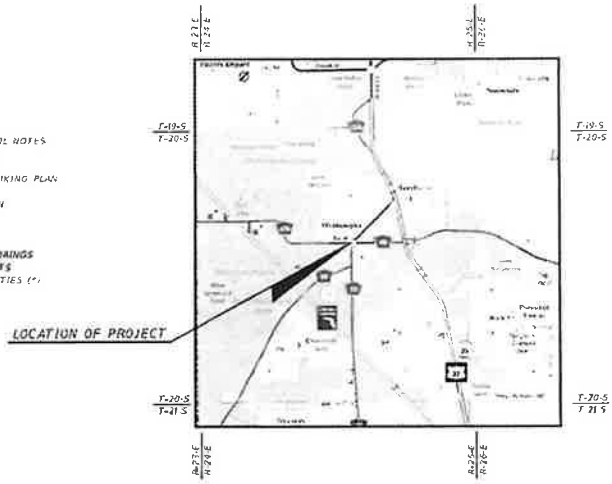
LAKE COUNTY PROJECT NO. 21-0940A

CR 470 / CR 48 AT CR 33
INTERSECTION IMPROVEMENTS

INDEX OF PLANS

SHEET NO	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	GENERAL NOTES
4	DRAINAGE MAP
5	SUMMARY OF DRAINAGE
6 - 9	TYPICAL SECTION
10	PROJECT LAYOUT
11 - 14	ROADWAY PLAN
15	INTERSECTION DETAIL
16	DRAINAGE STRUCTURES
17 - 27	CROSS SECTIONS
28	TEMPORARY TRAFFIC CONTROL NOTES
29	UTILITY ADJUSTMENT SHEET
30	TABULATION OF QUANTITIES
31 - 34	SIGNING AND PAVEMENT MARKING PLAN
35 - 36	SIGNALIZATION PLAN
37	SIGNAL HEAD LOCATION PLAN
38	GUIDE SIGN WORKSHEET
39	STRAIN POLE SCHEDULE (*)
40	ROADWAY SOIL SURVEY
41	REPORT OF BORINGS AND BORINGS
42	REPORT SPT BORINGS RESULTS
43	SUMMARY OF VERIFIED UTILITIES (*)

* TO BE INCLUDED IN THE NEXT SUBMITTAL



GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation FY2024-25 Standard Specifications for Road and Bridge Construction at the following website:
http://www3dot.gov/programmanagement/Implemented/SpecBooks

PLANS PREPARED BY:

METRIC ENGINEERING, INC
11760 MAPLE BEACH DRIVE, SUITE 1
JACKSONVILLE, FLORIDA 32224
TEL (407) 644 1998

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ENGINEER OF RECORD: RICARDO I GONZALEZ, P.E.
P.E. NO: 66564

LAKE COUNTY PROJECT MANAGER:
GEORGE GADIEL, P.E.

CONSTRUCTION CONTRACT NO	FISCAL YEAR	SHEET NO
	25	1

THE ORIGINAL SIGNED AND SEALED COPY OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED ON 5/15/25 AT 4:45 P

EXHIBIT C

LAKE BRIGHT-BRIGHURST CR 33 PUD

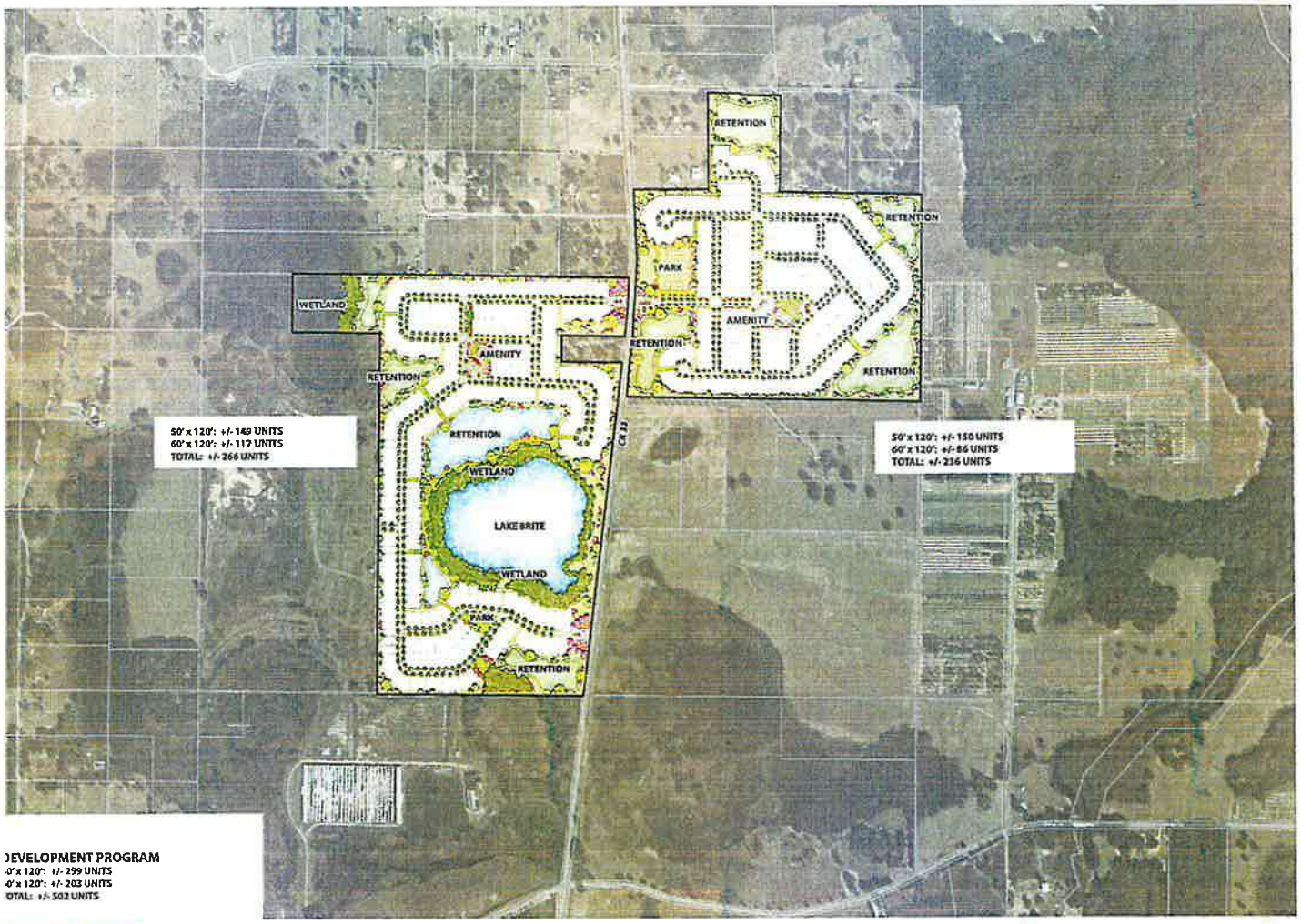


EXHIBIT D

DRAINAGE MAP

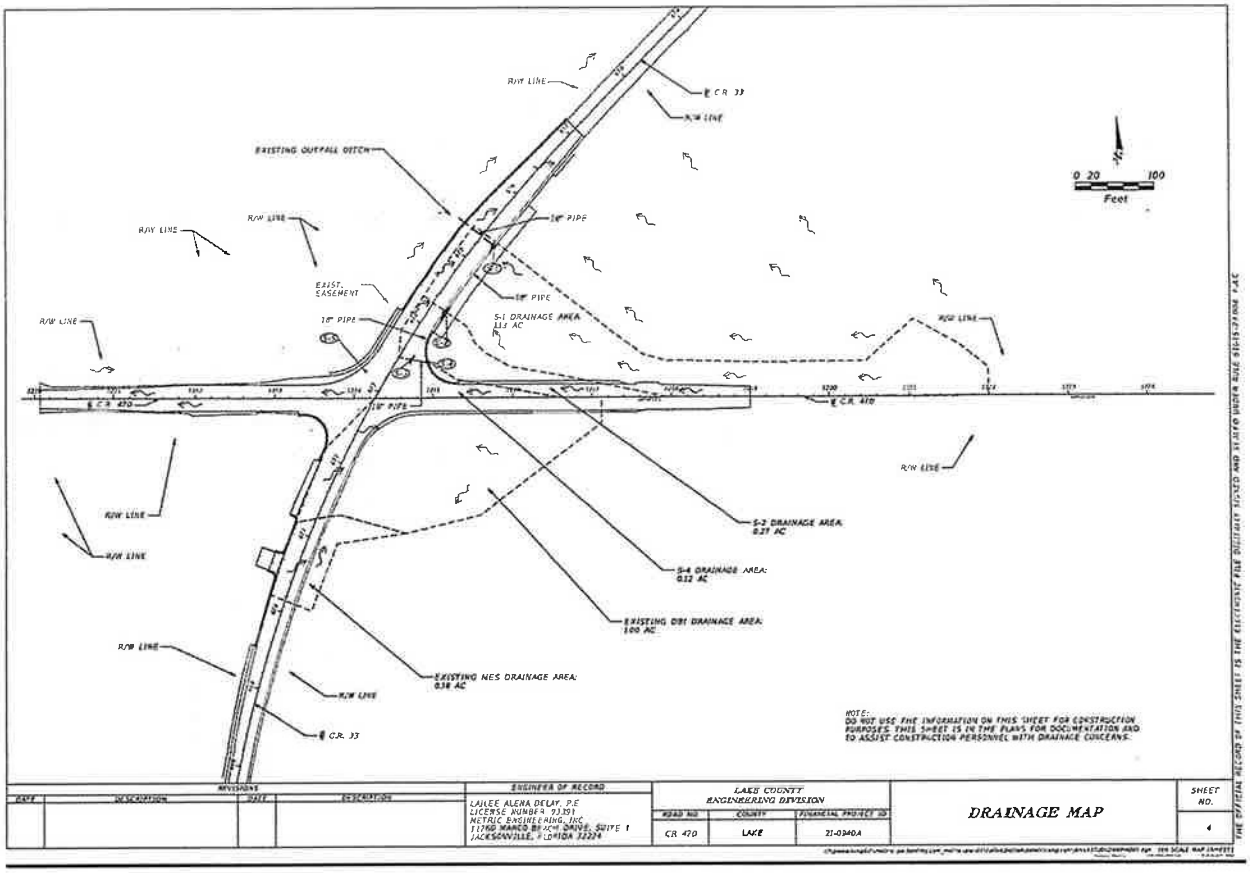


EXHIBIT E

ROADWAY PLAN 1

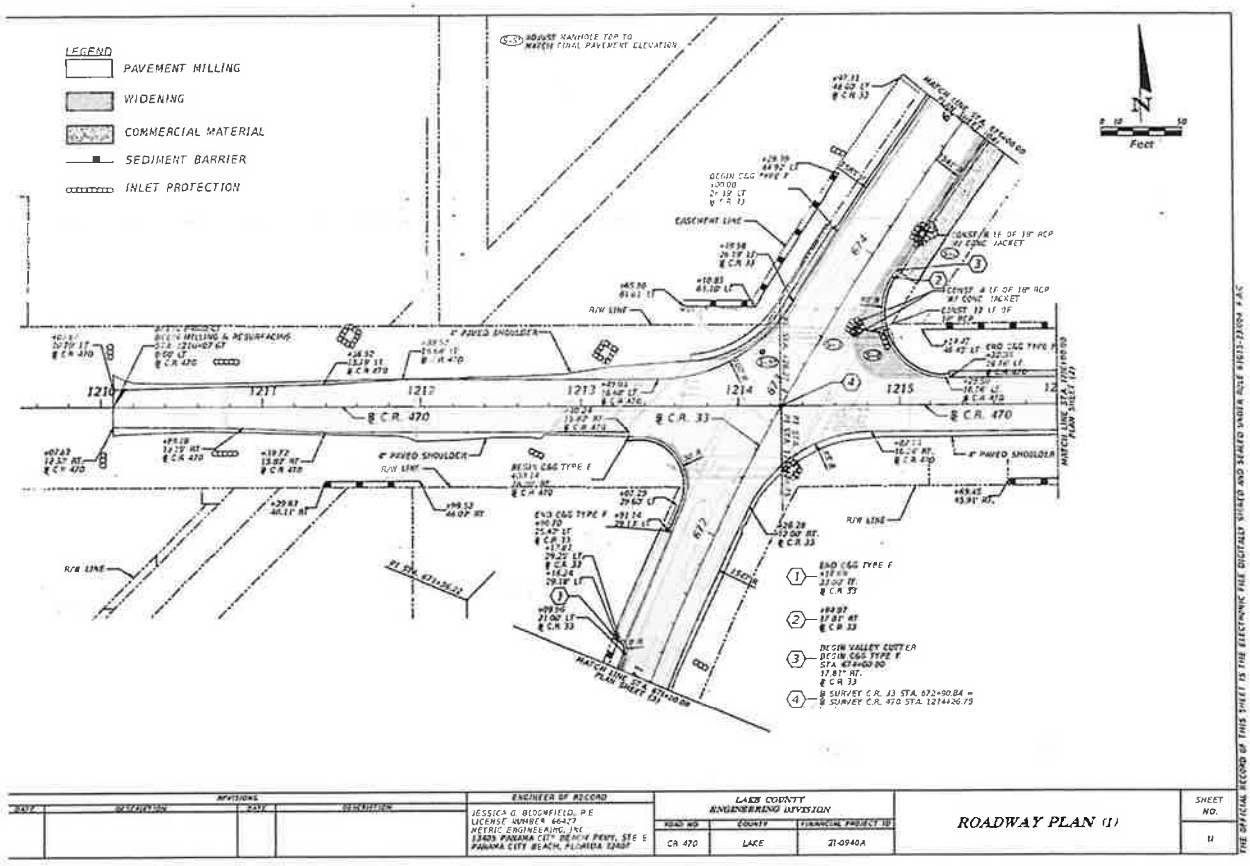


EXHIBIT E

ROADWAY PLAN 2

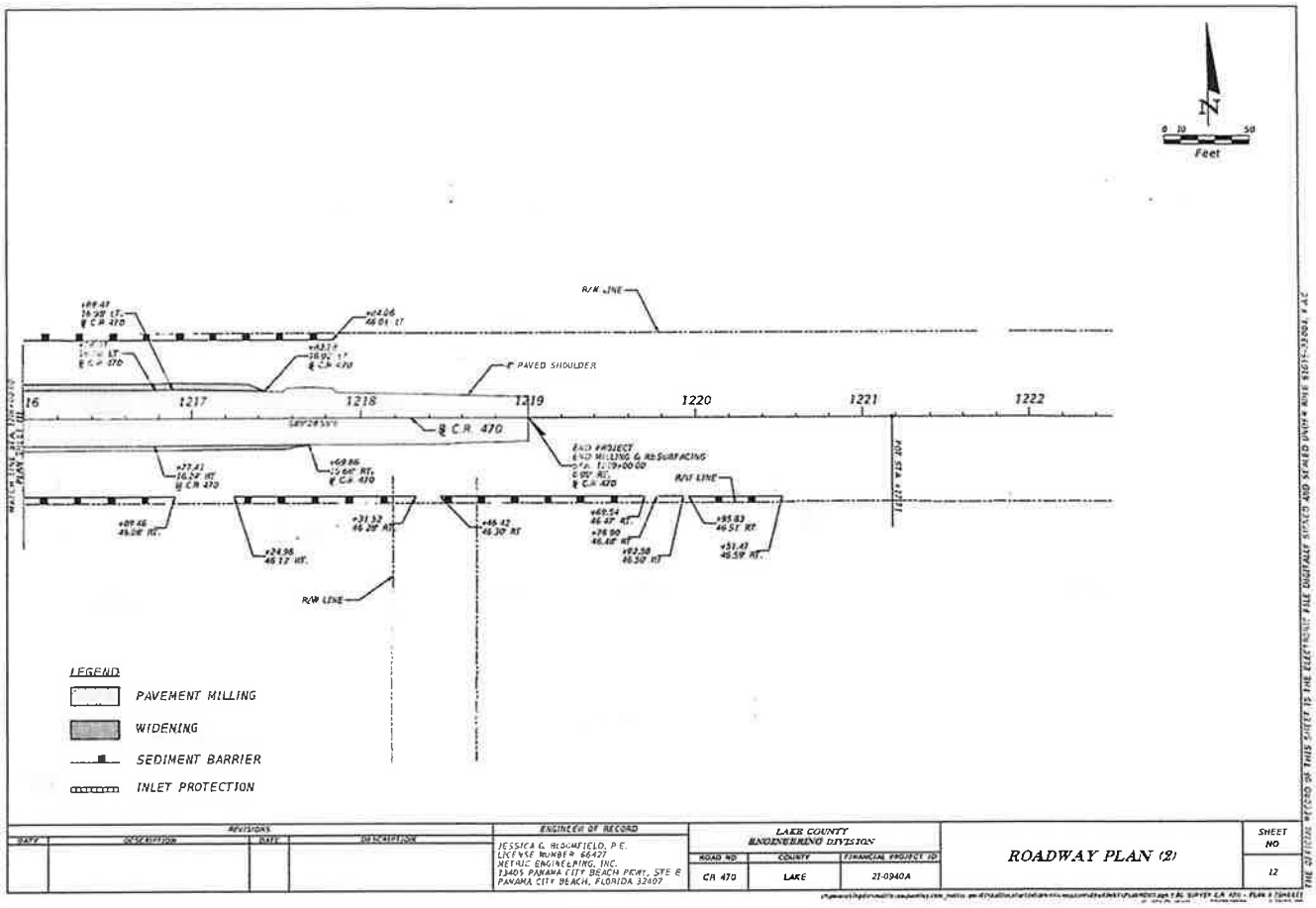


EXHIBIT E

ROADWAY PLAN 3

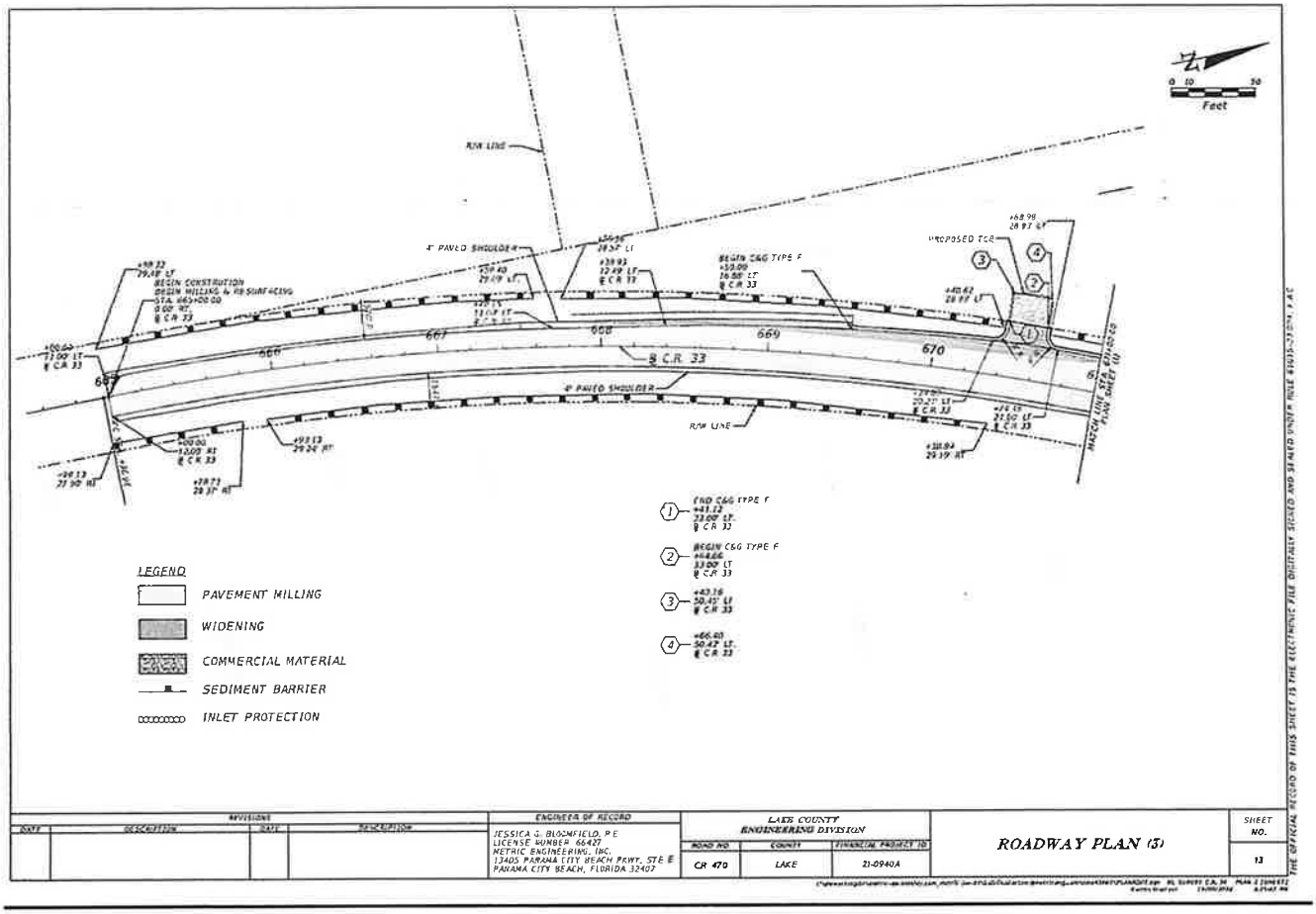


EXHIBIT E

ROADWAY PLAN 4

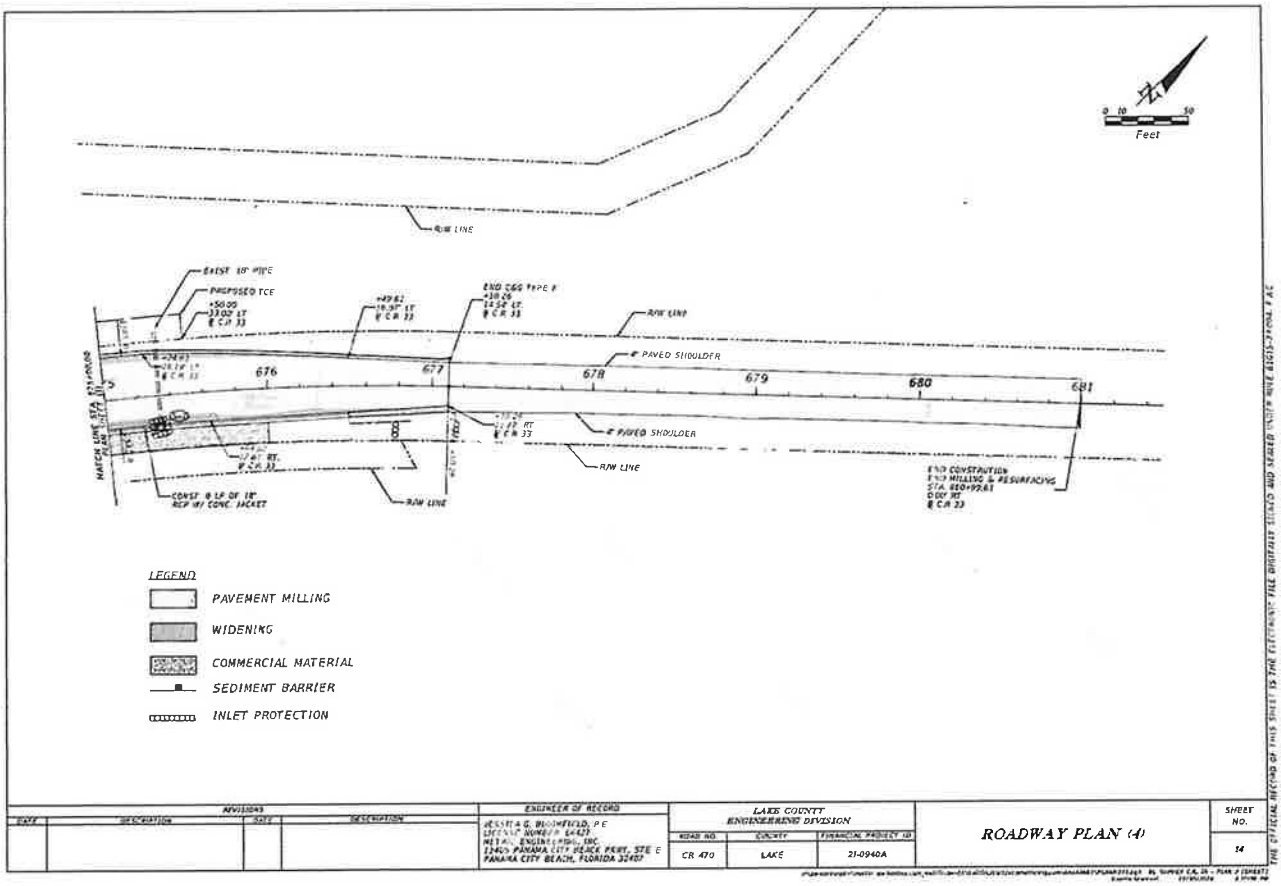


EXHIBIT F

SIGNALIZATION PLAN

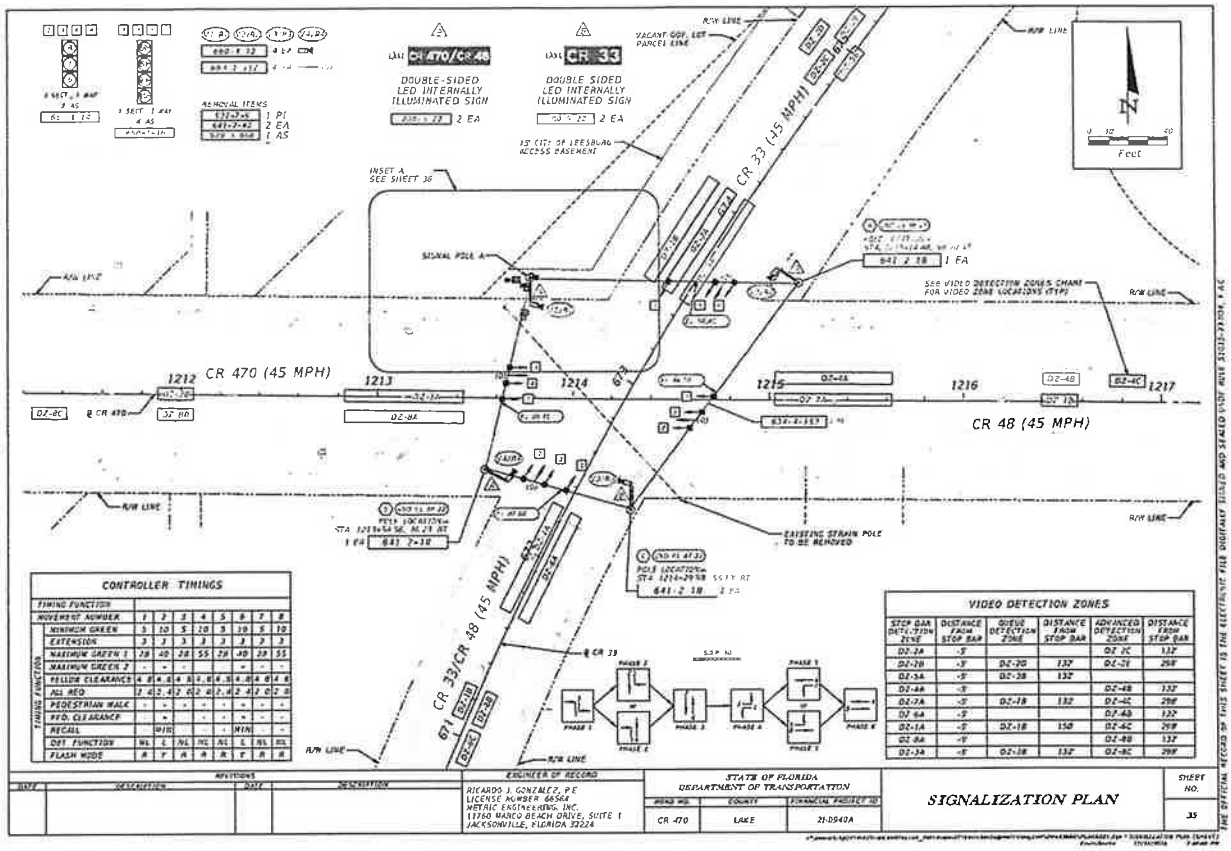


EXHIBIT G

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of☐ physical presence or☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

EXHIBIT H

DRAINAGE, ROADWAY & TRAFFIC IMPROVMENTS CONSTRUCTION BUDGET COST ESTIMATE

DRAINAGE	$	65,000.00
ROADWAY	$	1,139,081.75
SIGNALIZATIUON	$	520,000.00
CONSTRUCTION ADMIN./MISC.ENGINEERING/PERMITS	$	100,000.00
	$	1,824,081.75
CONTINGENCY 10%	$	182,408.18
BUDGET TOTAL	$	2,006,489.93

CR 470/ CR 48 at CR 33 Intersection Improvements

Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
Contact: Hunter Carter
Phone: 352-399-6829
Fax: 352-399-6830

Quote To: Hanover Land
Attn: Doug Beasley
Phone: 407-432-1967
Fax:
Date: 2 6 2025

Job Name: CR-470 CR-48 @ CR-33
Date of Plans: 12/20/2024
Revision Date:

Bid # 2025-027

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Mobilization	1.00	LS	45,000.00	45,000.00
1010	Survey & Layout	1.00	LS	72,000.00	72,000.00
1020	As-Builts	1.00	LS	30,000.00	30,000.00
1030	Geo-Testing	1.00	LS	18,000.00	18,000.00
1040	Maintenance of Traffic	1.00	LS	285,000.00	285,000.00
1050	NPDES Monitoring	1.00	LS	18,000.00	18,000.00
1060	Silt Fence	4,490.00	LF	2.25	10,102.50
1070	Inlet Protection	13.00	EA	135.00	1,755.00
1090	ROW Restoration	10,795.00	SY	5.75	62,071.25
1100	Demolition	1.00	LS	7,500.00	7,500.00
1110	1.5" Milling	9,270.00	SY	7.80	72,306.00
1120	1.5" FC-9.5 Asphalt	10,010.00	SY	31.80	318,318.00
1130	2" SP-12.5	1,060.00	SY	78.00	82,680.00
1140	Full Depth Lime Rock	1,060.00	SY	37.65	39,909.00
1150	Type F Curb	670.00	LF	42.00	28,140.00
1160	Type Valley - Gutter	250.00	LF	42.00	10,500.00
1170	Striping & Signage	1.00	LS	38,400.00	38,400.00
1180	TOTAL ROADWAY	*1.00*			**1,139,681.75**
1190	Connect to Existing	6.00	EA	3,680.00	22,080.00
1200	18" RCP	70.00	LF	145.00	10,150.00
1210	Type P-5 Inlet	1.00	EA	9,685.00	9,685.00
1220	Type V Inlet	2.00	EA	7,235.00	14,470.00
1230	Type P Manhole (Adjustment and Riser)	1.00	EA	2,670.00	2,670.00
1240	Type P Manhole	1.00	EA	5,820.00	5,820.00
1250	Testing	70.00	LF	7.50	525.00
1260	TOTAL STORM				**65,400.00**
1270	Signalization Package	1.00	LS	520,000.00	520,000.00
1280	TOTAL SIGNALIZATION				**520,000.00**
GRAND TOTAL					**$1,725,081.75**

Page 1 of 2

EXHIBIT I

INSURANCE REQUIREMENTS

The contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

At time of contract, the Contractor will be required to provide a copy of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. (Note: A simple COI WILL NOT be accepted in lieu of).

Contractor shall not commence work under the Contract until County has received an acceptable certificate or certificates of insurance evidencing the required insurance and all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured, along with all required provisions to include waiver of subrogation, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

Railroad Protective Liability with bodily injury protection of Two Million dollars ($2,000,000) and property damage of Two Million dollars ($2,000,000) for any project or portion of the project which is located on Railroad property. The Railroad shall be endorsed to this policy as an additional insured.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Certificate holder shall be:

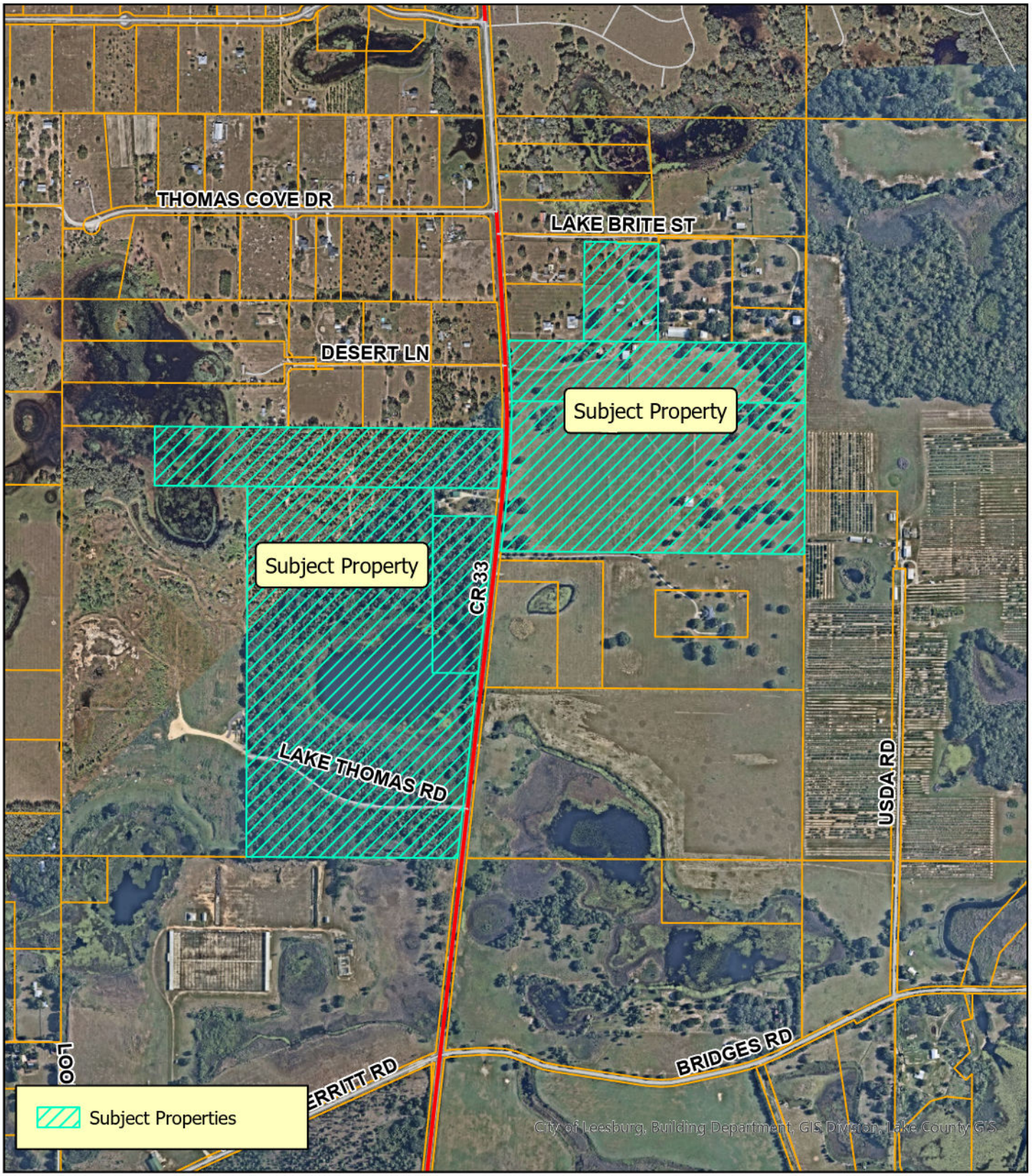
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Contractor's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Aerial



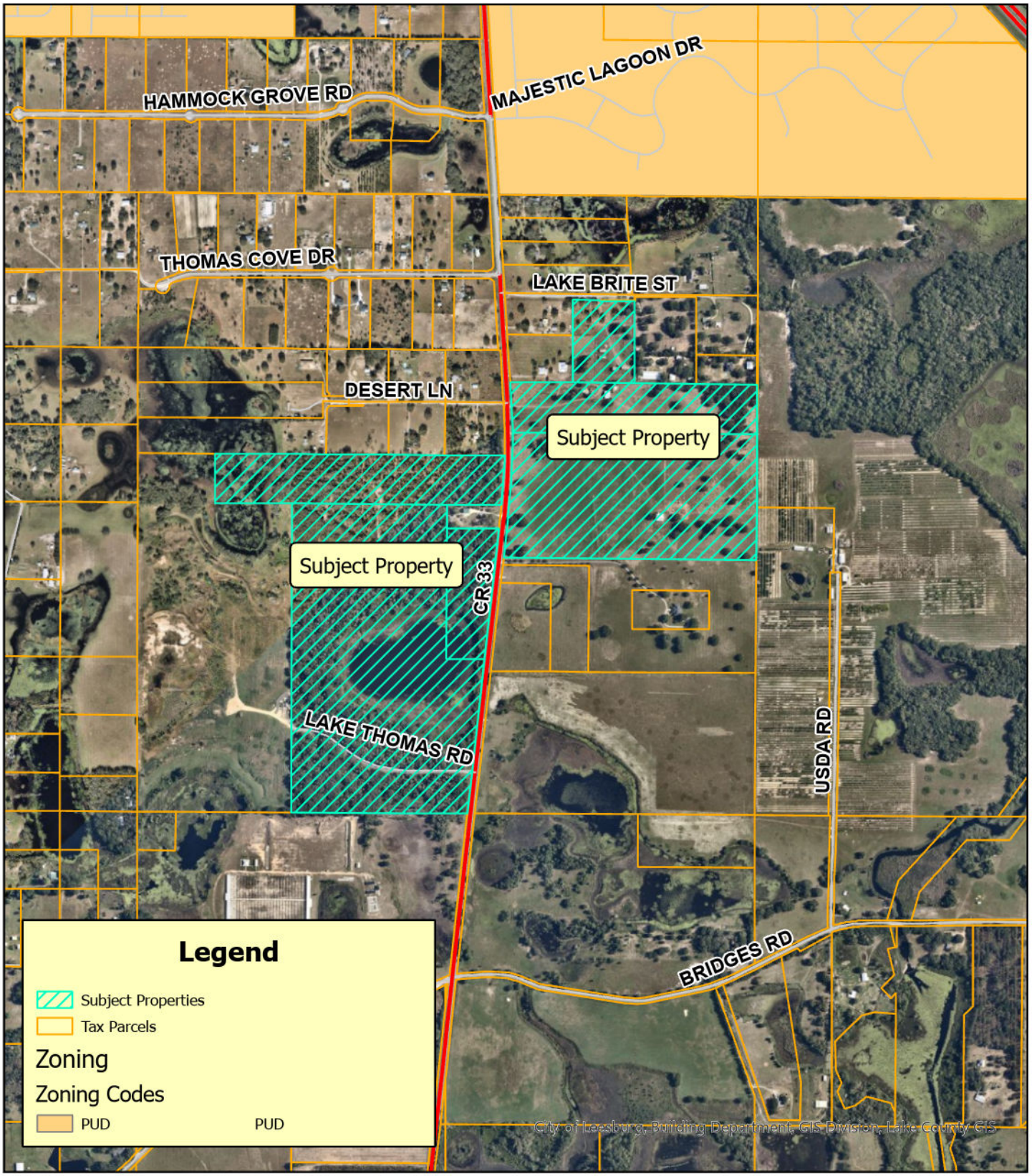
Planning & Zoning Department

N

0 425 850 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Zoning



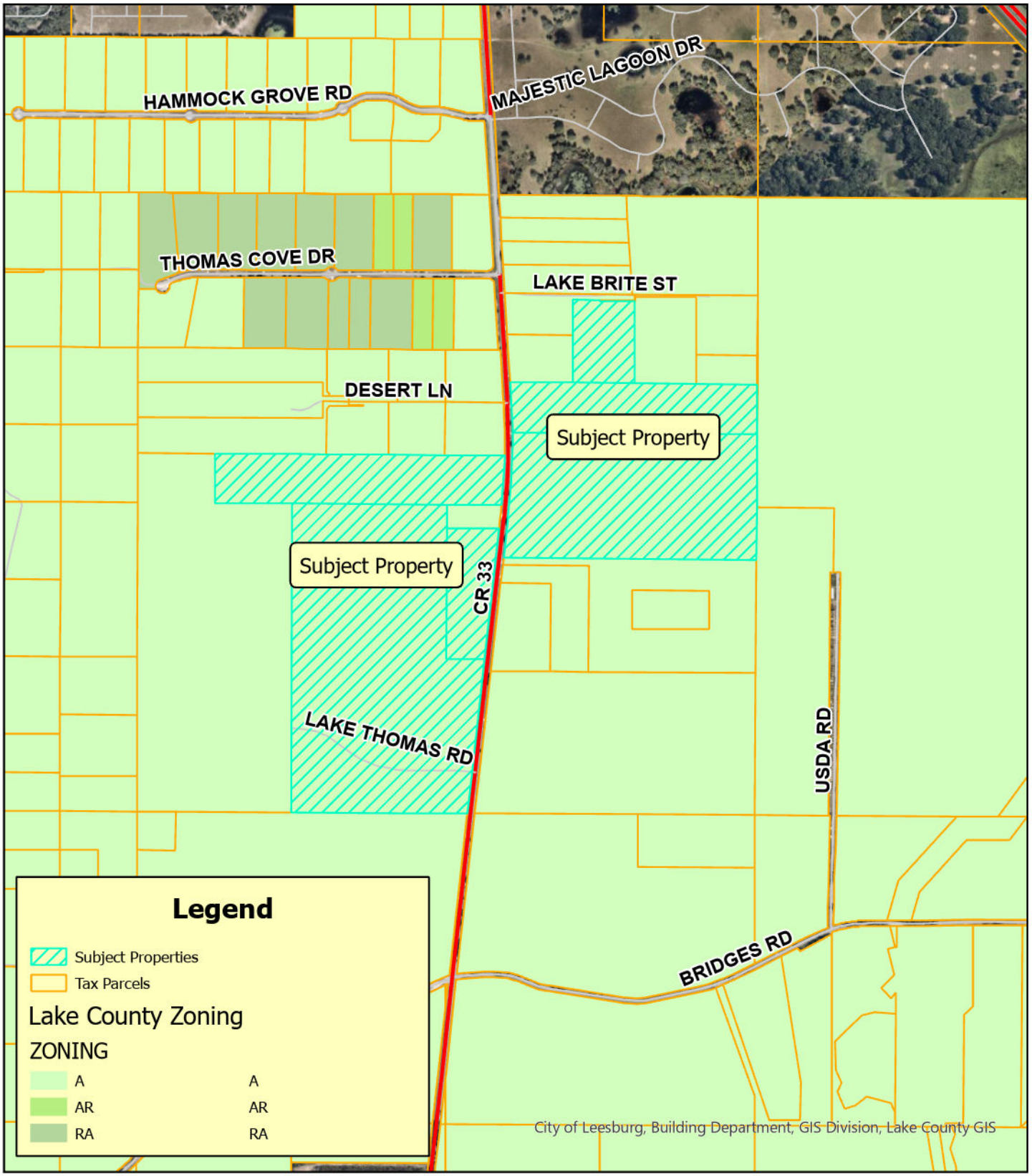
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Lake County Zoning



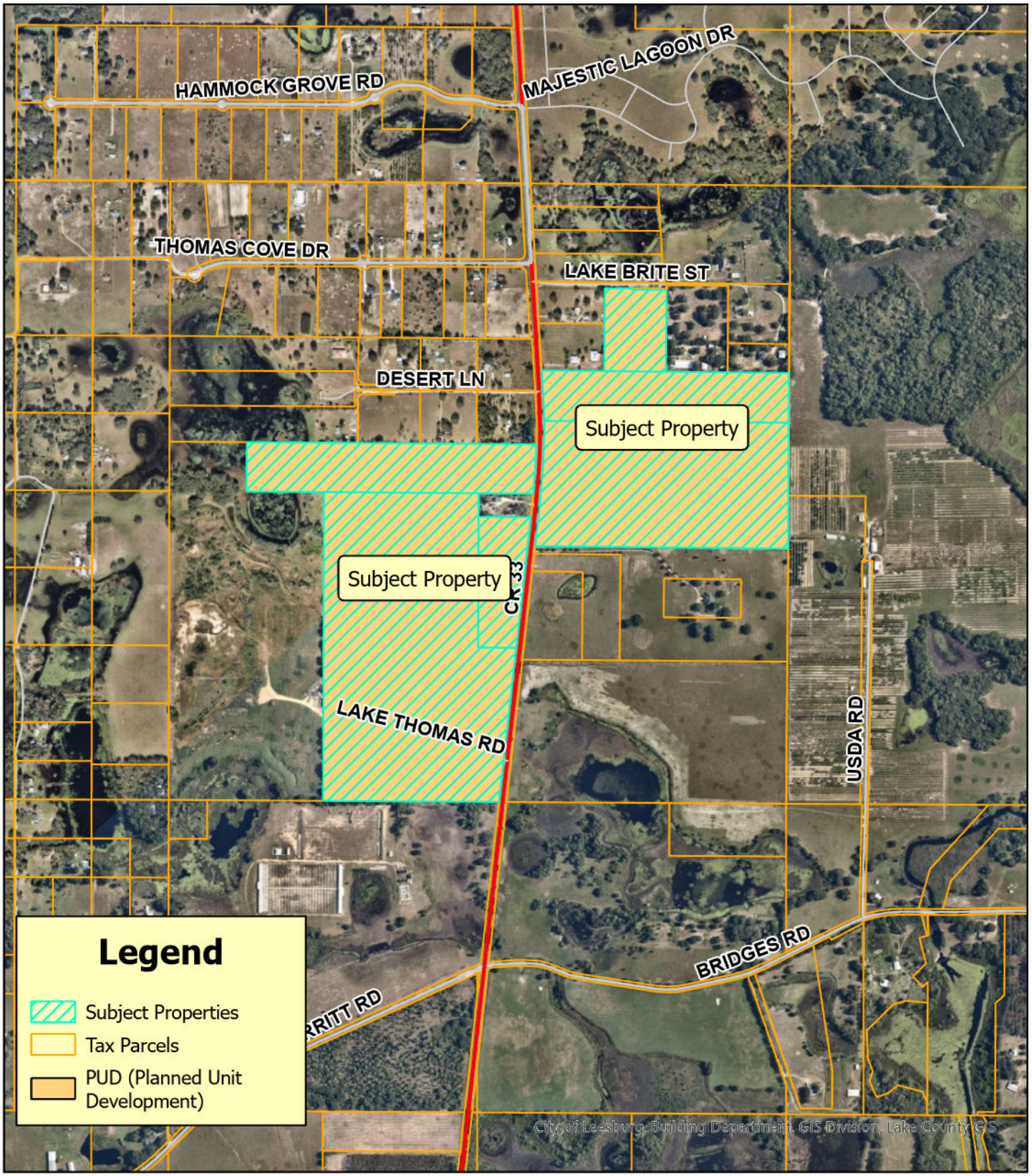
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Proposed Zoning



Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Flood Zone

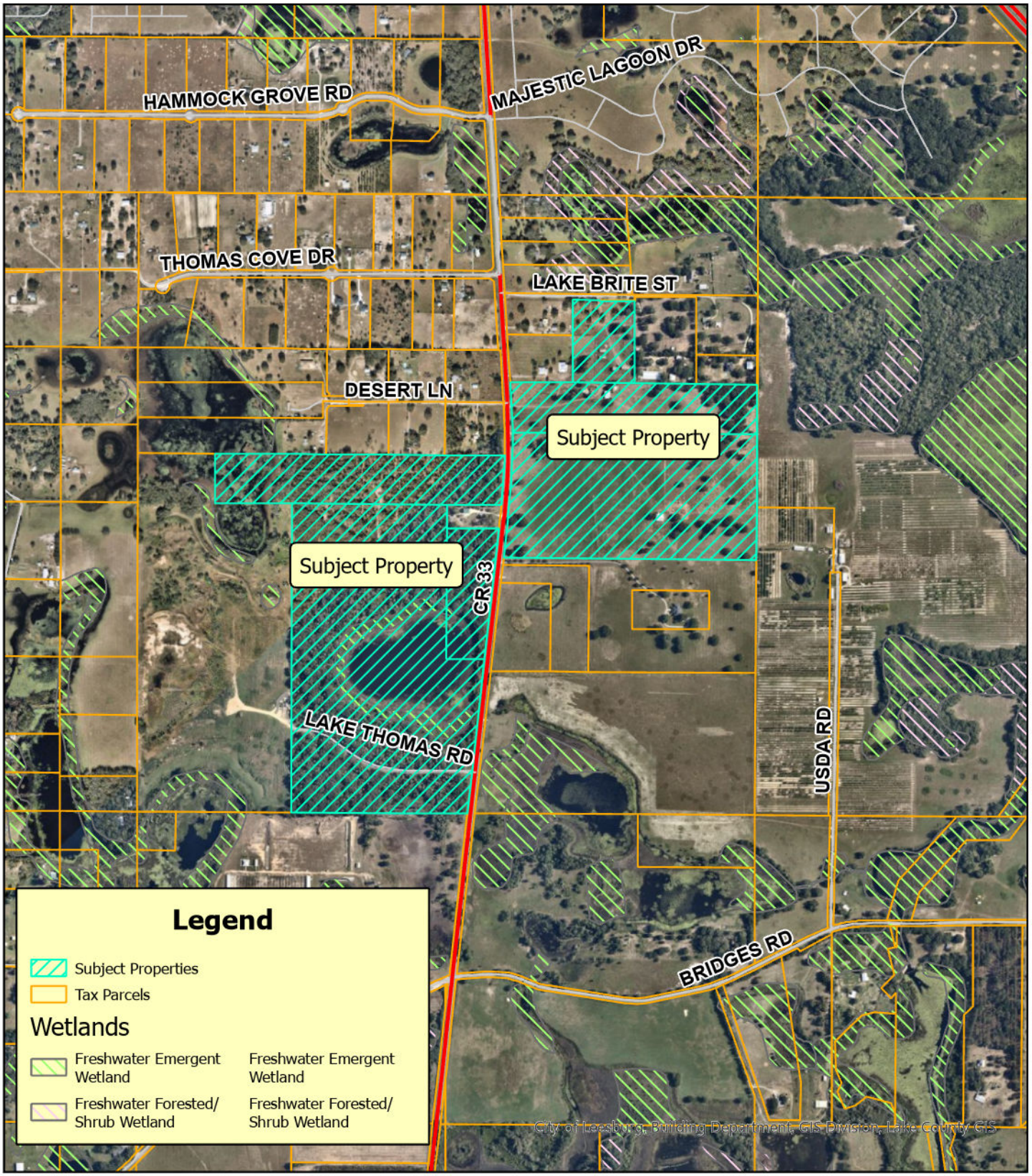
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Wetlands



Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Sign 1 - Close up of Sign on Property from CR 33.

Looking north along CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking east into the property from CR 33.

Looking south along CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking west across CR 33.

Sign 2 - Close up of Sign on Property from CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking north along CR 33.

Looking east from the property across CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking south along CR 33.

Looking west into the subject property from CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Sign 3 - Close up of Sign on Property from Lake Brite Street.

Looking north across Lake Brite Street.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking east along Lake Brite Street.

Looking south into the subject property from Lake Brite Street.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking west along Lake Brite Street.

NOTICE OF PUBLIC HEARING

REZONING

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, January 22, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # PUD-25-775) from Ben Snyder, Hanover Land Company, Petitioner, for a PUD (Planned Unit Development) rezoning as described below.

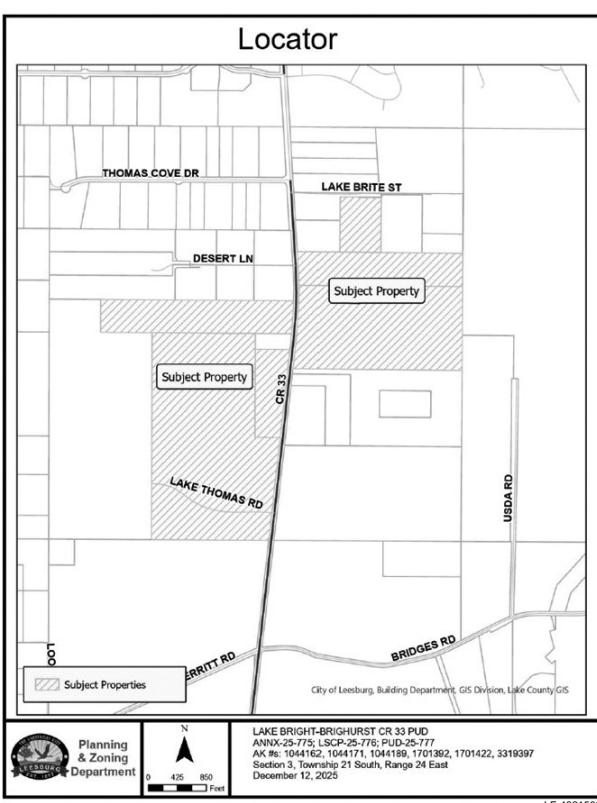
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, February 23, 2026** and the 2nd Reading is tentatively scheduled for **Monday, March 23, 2026 at 5:30 p.m.**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 202.6 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



LF-43215031

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: March 23, 2026

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 9.26 +/- acres; and being generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (Cronin-Dewey Robbins Residential ANNX).

Staff Recommendation:
The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 9.26 +/- acres. The Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Analysis:
The applicant has submitted a request for annexation of approximately 9.26 +/- acres, generally located north of Dewey Robbins Road and east of US Highway 27, as shown on the attached General Location Map. At this time, the property is developed with one single-family residence. The current zoning is Lake County A (Agriculture); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is to connect to develop under City Codes and regulations. The proposal of the property is 26 single-family detached residences.

The property is surrounded by Lake County (Agriculture), RP (Residential Professional), and Leesburg PUD (Planned Unit Development). Under the conditions of the SPUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which along with the Small Planned Unit Development Application, had recommendations for approval from the staff at the public hearing held on January 22, 2026. The Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Procurement Analysis:
N/A

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

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 9.26 +/- ACRES; AND BEING GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD AND EAST OF U.S. HIGHWAY 27, LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 4; AND PROVIDING AN EFFECTIVE DATE. (CRONIN-DEWEY ROBBINS RESIDENTIAL ANNX).

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

Section 1.

Based upon the petition of Michael J Cronin and Kim R Cronin, Petitioners, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 4;

Section 3.

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

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Cronin-Dewey Robbins
ANNX-25-812; SSCP-25-813; SPUD-25-814

Legal Description

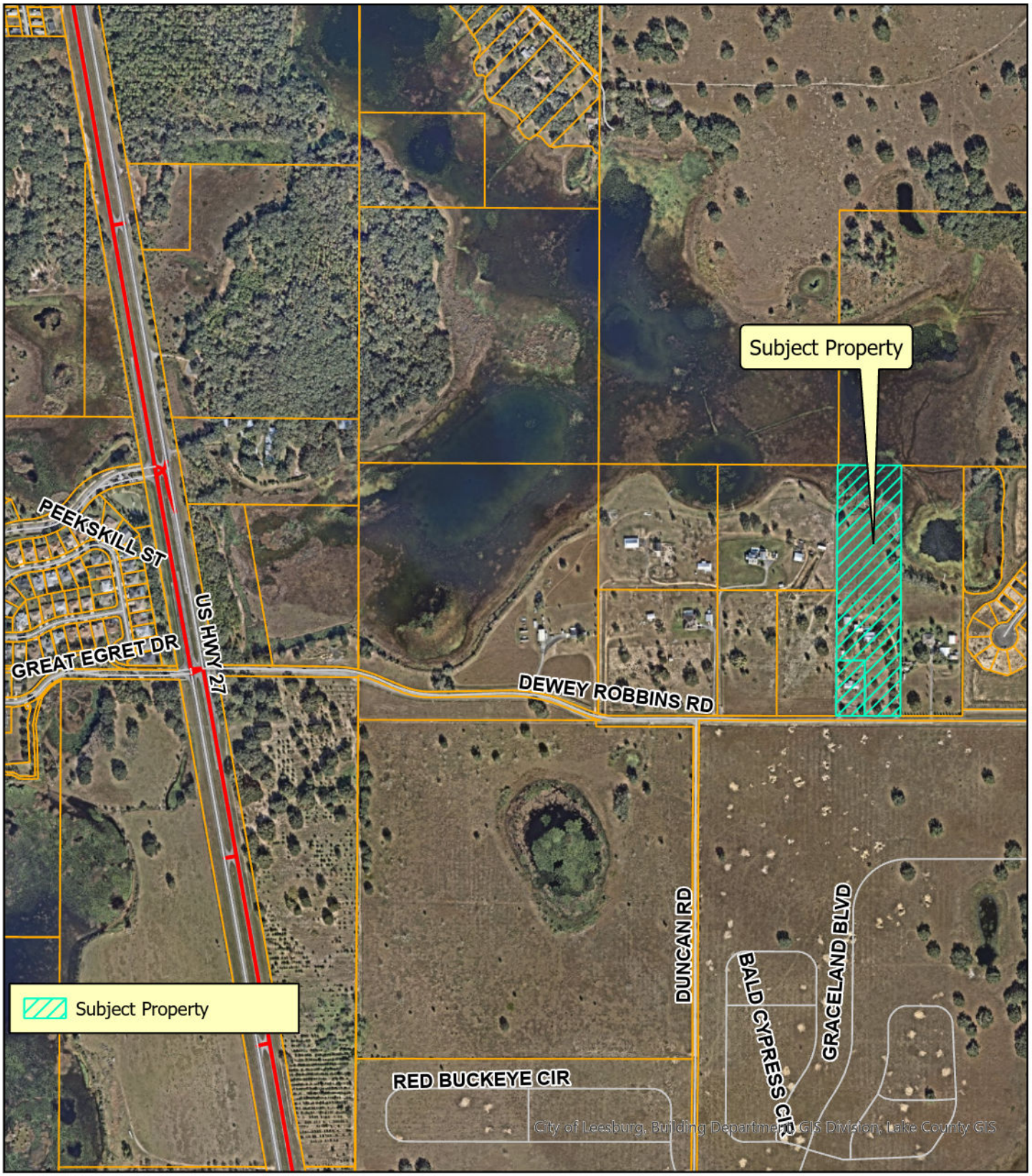
Alternate Key:

1030226, 3881453

W 1/4 OF SW 1/4 OF SE 1/4--LESS S 25 FT FOR RD R/W & LESS FROMSW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINE OF SW1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OF DEWEYROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEY ROBBINS RD, N89-30-31 W ALONG SAID N R/W LINE 150 FT TO POB-- ORB 1724 PG1392

FROM SW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINEOF SW 1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OFDEWEY ROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150 FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEYROBBINS RD, N 89-30-31 W ALONG SAID N R/W LINE 150 FT TO POBORB 1724 PG 1392

Extended Aerial



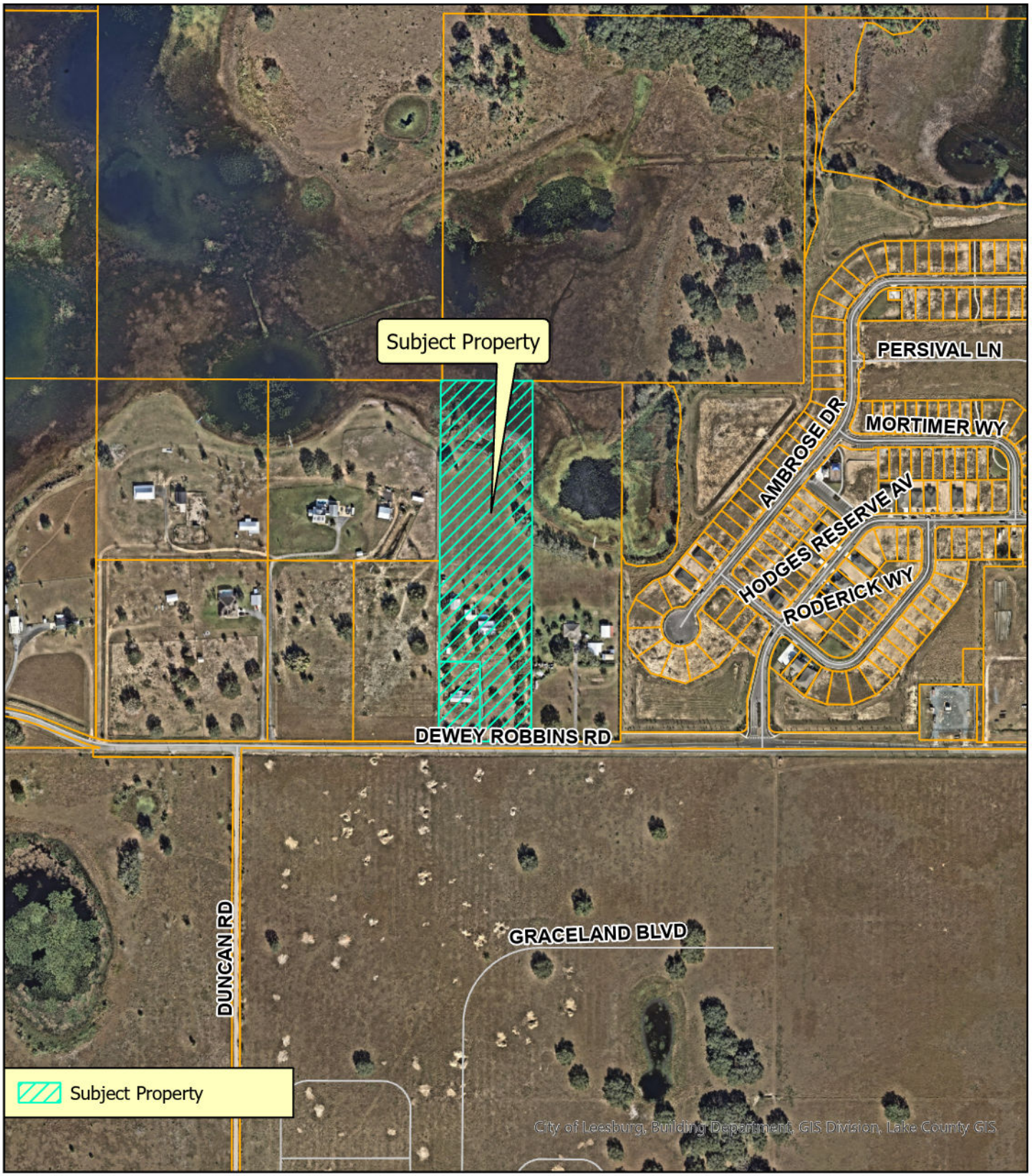
Planning & Zoning Department

N

0 313 625 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Aerial



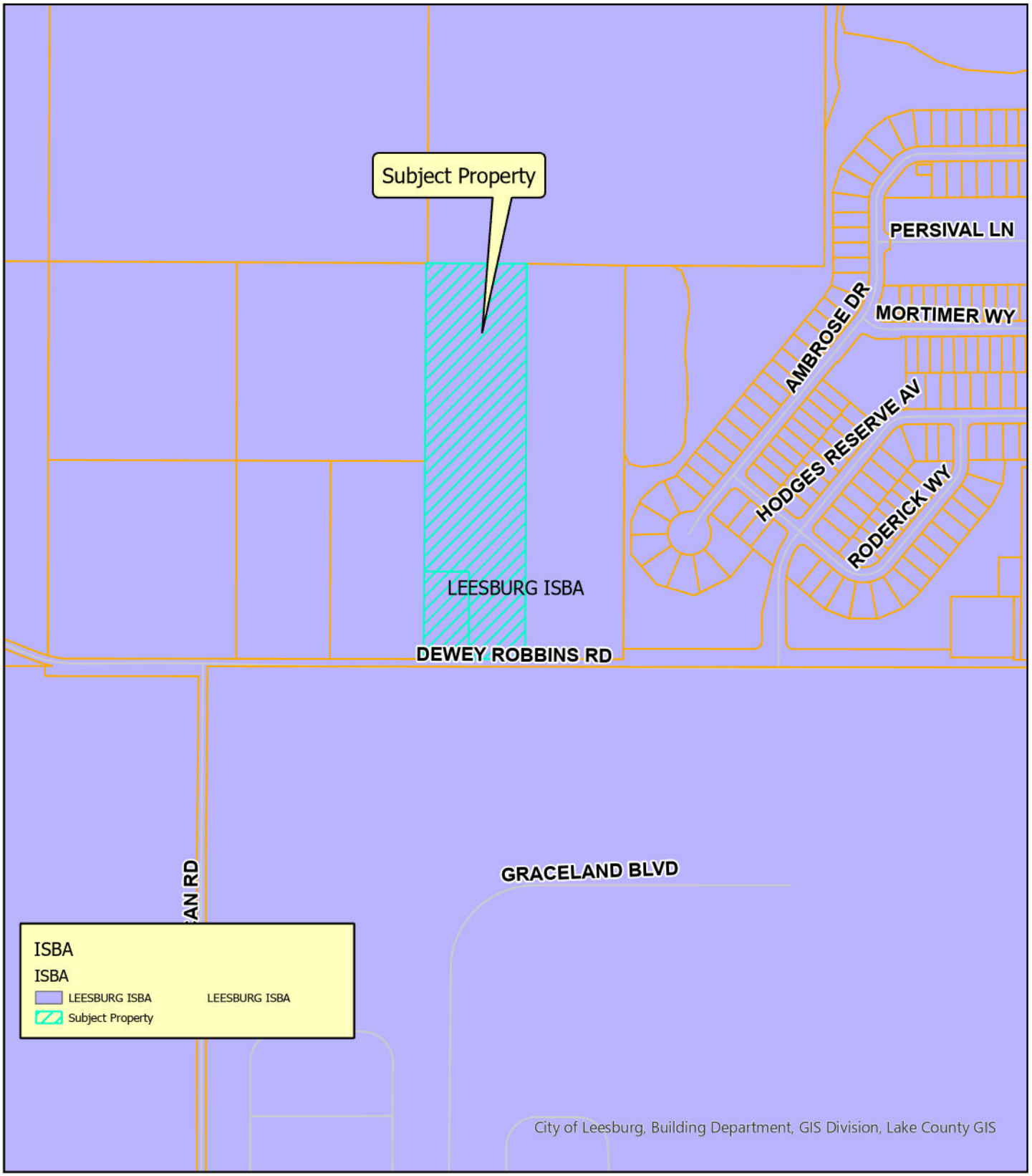
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

ISBA



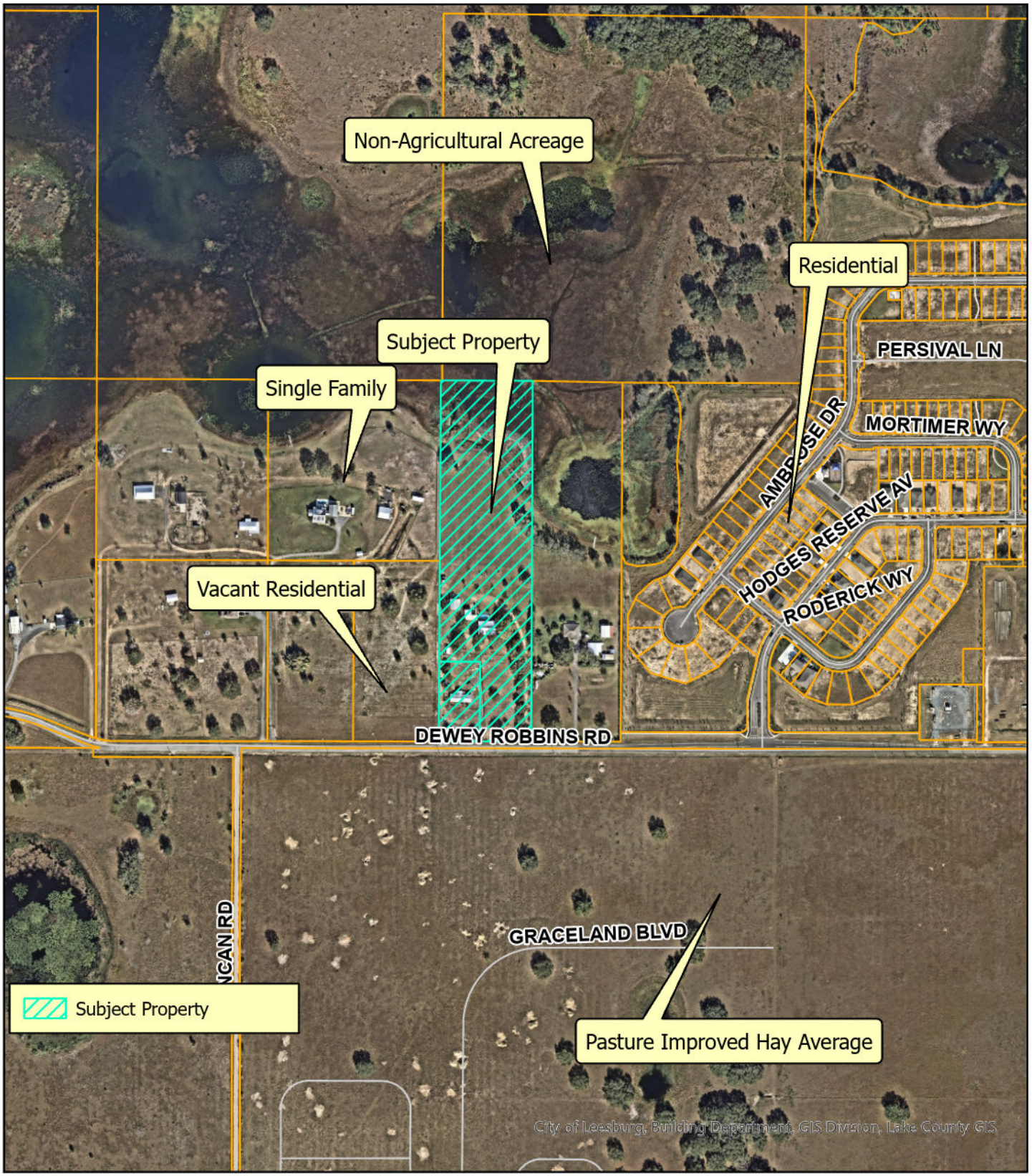
Planning & Zoning Department

N

0 195 390 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
January 5, 2026

Surrounding Land Uses



Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Commission District

Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Michael J Cronin and Kim R Cronin
PETITIONER: Michael Rankin
PROJECT: Cronin-Dewey Robbins Residential
REQUEST: Small Scale Comprehensive Plan to City Estate Residential and rezoning to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.
CASE NO.: *(ANNX-25-812)*, SSCP-25-813, SPUD-25-814

GENERAL LOCATION: North of Dewey Robbins Road and East of US Highway 27

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Neighborhood Mixed Use
South – City Estate Residential
East – Lake County Rural & City Estate Residential
West – Lake County Rural & Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Lake County Rural	City Estate Residential	9.26+/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – City PUD (Planned Unit Development)
South – City PUD (Planned Unit Development)
East – Lake County A (Agriculture) & City PUD (Planned Unit Development)
West – Lake County A (Agriculture) & RP (Residential Professional)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Residential

SURROUNDING LAND USE:
North – Non-Agricultural Acreage
South – Pasture Improved Hay Average
East – Residential
West – Vacant Residential & Single Family

PROPOSED LAND USE: 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.8.

Meeting Date: March 23, 2026

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 9.26 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date**.** (Cronin-Dewey Robbins Residential SSCP)

Staff Recommendation:
The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 9.26 +/- acres from Lake County Rural to City of Leesburg Estate Residential. The Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Analysis:
The project site is approximately 9.26 acres. The property is generally located north of Dewey Robbins Road and east of U.S. Highway 27. Currently, the property is developed with one single-family residence. The proposal of the property is 26 single-family detached residences. The surrounding Future Land Use Map designations of Lake County Rural, Rural Transition, City Neighborhood Mixed Use, and Estate Residential are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 9.26 +/- acres. The Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Procurement Analysis:
N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 9.26 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD AND EAST OF U.S. HIGHWAY 27, LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CRONIN-DEWEY ROBBINS RESIDENTIAL SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on November 25, 2024, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 9.26 acres of land generally located north of Dewey Robbins Road and east of US Highway 27 from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida;

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Cronin-Dewey Robbins
ANNX-25-812; SSCP-25-813; SPUD-25-814

Legal Description

Alternate Key:

1030226, 3881453

W 1/4 OF SW 1/4 OF SE 1/4--LESS S 25 FT FOR RD R/W & LESS FROMSW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINE OF SW1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OF DEWEYROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEY ROBBINS RD, N89-30-31 W ALONG SAID N R/W LINE 150 FT TO POB-- ORB 1724 PG1392

FROM SW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINEOF SW 1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OFDEWEY ROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150 FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEYROBBINS RD, N 89-30-31 W ALONG SAID N R/W LINE 150 FT TO POBORB 1724 PG 1392

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	January 22, 2026
OWNER:	Michael J Cronin and Kim R Cronin
PETITIONER:	Michael Rankin
PROJECT:	Cronin-Dewey Robbins Residential
REQUEST:	Small Scale Comprehensive Plan from Lake County Rural to City Estate Residential.
CASE NO.:	SSCP-25-813

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed request is compatible with the adjacent Future Land Use designations of Lake County Rural, Rural Transition; City of Leesburg Estate Residential, and Neighborhood Mixed Use.

3. The proposed request, as conditioned, is compatible with the proposed zoning of SPUD (Small Planned Unit Development).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Small Scale Comprehensive Plan amendment from Lake County Rural to City Estate Residential, and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Michael J Cronin and Kim R Cronin
PETITIONER: Michael Rankin
PROJECT: Cronin-Dewey Robbins Residential
REQUEST: Small Scale Comprehensive Plan to City Estate Residential and rezoning to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.
CASE NO.: *(ANNX-25-812)*, SSCP-25-813, SPUD-25-814

GENERAL LOCATION: North of Dewey Robbins Road and East of US Highway 27

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Neighborhood Mixed Use
South – City Estate Residential
East – Lake County Rural & City Estate Residential
West – Lake County Rural & Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Lake County Rural	City Estate Residential	9.26+/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – City PUD (Planned Unit Development)
South – City PUD (Planned Unit Development)
East – Lake County A (Agriculture) & City PUD (Planned Unit Development)
West – Lake County A (Agriculture) & RP (Residential Professional)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Residential

SURROUNDING LAND USE:
North – Non-Agricultural Acreage
South – Pasture Improved Hay Average
East – Residential
West – Vacant Residential & Single Family

PROPOSED LAND USE: 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: January 22, 2026
OWNER: Michael J Cronin and Kim R Cronin
PETITIONER: Michael Rankin
PROJECT: Cronin-Dewey Robbins Residential
REQUEST: Small Scale Comprehensive Plan to City Estate Residential and rezoning to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.
CASE NO.: *(ANNX-25-812)*, SSCP-25-813, SPUD-25-814

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/21/2026.

FIRE

In reference to Case Number SSCP-25-813, SPUD-25-814

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-813, SPUD-25-814 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.
4.1.2.1

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

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

Capt. Amanda Stevens, Life Safety Services
Leesburg Fire Department
1/20/2026

ELECTRIC

This is outside of Leesburg Electric Service territory. Leesburg Electric has no objections.

Steven C. Davis
Electric Service Planner Supervisor
1/2/2026

GAS
Natural gas is available and directed per City Ordinance.

Thank you,

Brandon Smith
Natural Gas Operations Supervisor
1/5/2026

GIS/ADDRESSING
GIS has no comments.

Thank you,

Nicholas Tota
GIS Analyst
1/2/2026

BUILDING

No comments received as of 1/21/2026.

PUBLIC WORKS
Public Works has no issue with this item. Please let the developer know that wastewater modeling and water flow testing will be required if they intend to connect to City sewer and water.

V/r,
Cliff

Clifford Kelsey
Public Works Director
1/5/2026

HOUSING & REDEVELOPMENT

No comments received as of 1/21/2026.

LAKE COUNTY PUBLIC WORKS
Major comments for Dewey Robbins Road

- **Turn Lanes are required on Dewey Robbins Road at the development's proposed access.**
- **Additional right-of-way may be required for Dewey Robbins Road.**
- **A traffic impact study is recommended to be provided and reviewed prior to the PUD hearing.**

Lake County Department of Public Works recommended requirements for the Cronin Dewey Robbins PUD impacts to roadways and drainage systems:

Dewey Robbins Road:

- Access off Dewey Robbins Road will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on Dewey Robbins Road at the proposed entrances to this development will be required.
- A sidewalk along Dewey Robbins Road frontage will be required to meet City of Leesburg and Lake County requirements.
- Additional right-of-way for Dewey Robbins Road may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Dewey Robbins Road is defined with a functional road classification of 'collector rural' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Traffic:

- A Traffic Impact Study (TIS) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIS submittal.

- The TIS is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to Dewey Robbins Road.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,
Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
1/5/2026

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

October 31, 2024

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Cronin Dewey Robbins / Planned Unit Development
CASE NO.: PUD-24-285

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for Dewey Robbins Road

- **Turn Lanes are required on Dewey Robbins Road at the development's proposed access.**
- **Additional right-of-way may be required for Dewey Robbins Road.**
- **A traffic impact study is recommended to be provided and reviewed prior to the PUD hearing.**

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Lake County Department of Public Works recommended requirements for the Cronin Dewey Robbins PUD impacts to roadways and drainage systems:

Dewey Robbins Road:

- Access off Dewey Robbins Road will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on Dewey Robbins Road at the proposed entrances to this development will be required.
- A sidewalk along Dewey Robbins Road frontage will be required to meet City of Leesburg and Lake County requirements.
- Additional right-of-way for Dewey Robbins Road may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Dewey Robbins Road is defined with a functional road classification of 'collector rural' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Traffic:

- A Traffic Impact Study (TIS) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIS submittal.
- The TIS is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to Dewey Robbins Road.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

LAKE COUNTY SCHOOLS

No comments received as of 1/21/2026.

PUBLIC RESPONSES

Approval

No comments received as of 1/21/2026.

Disapproval

4

No comment

No comments received as of 1/21/2026.

Notice of Appearance filed:

No comments received as of 1/21/2026.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 1/21/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 1/21/2026.

PUBLIC COMMENTS (DISAPPROVAL)

1. **Matt Rayl, 1/11/2026**

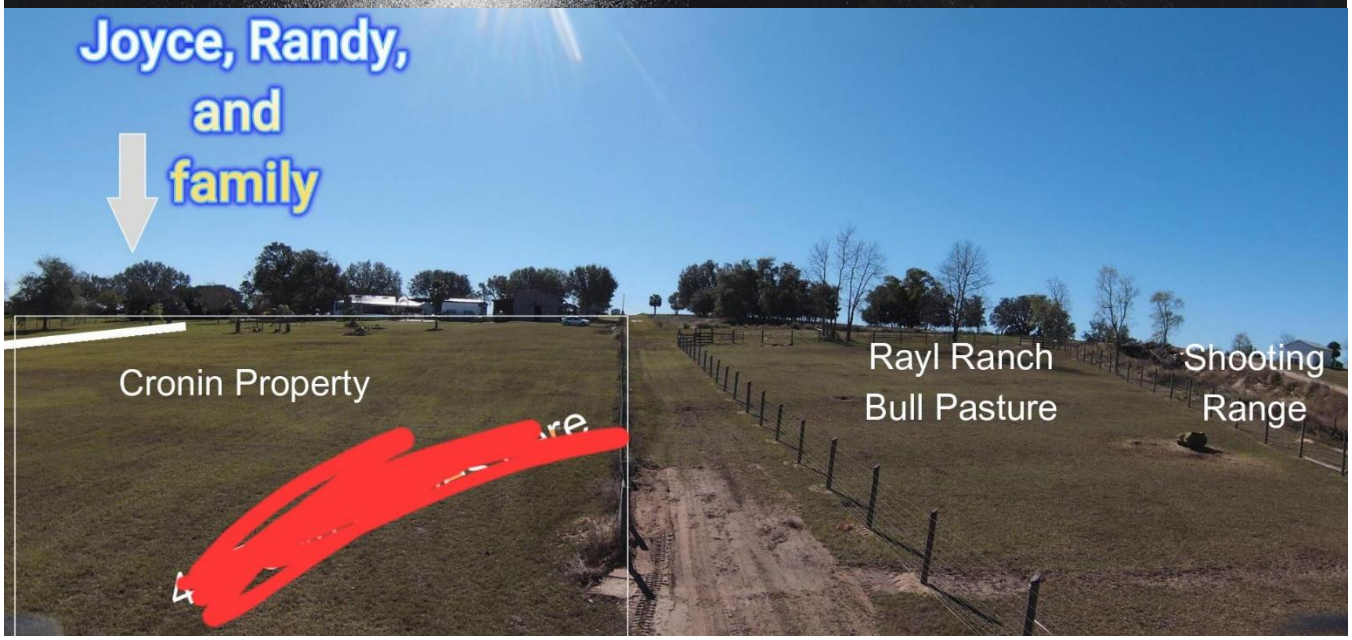
Thank you for taking the time to read this.
My name is Matt Rayl. We live at 6429 Dewey Robbins Road, next to the property that is wishing to be re-zoned to City. You may remember me from the first reading last year to try to rezone this section of land to town homes and commercial. I'm sharing a couple of pictures so you can see my concerns. To tell you a little about myself, I own a successful roofing company called Parlament Roofing. We currently do work in 18 counties and have recently moved the company to here in Leesburg. I found my wife here over 16 years ago, married her, and moved to this area 15 years ago as well; had 2 kids and adopted my in-laws. Bought 30 acres of land 6yrs ago here on Dewey Robbins. My in-laws have a small piece of the land, and we have been working on turning it into Rayl Ranch; with 19 head of miniature Zebu cows, and counting. This being said, the more houses, the merrier, for my business to thrive; however the number of homes being placed around us here on Dewey Robbins and the surrounding area is crazy enough. So, question, why would we need more than what is already in the works? I get expansion, but at some point, we all have to draw a line. I 'm hoping it is here. By leaving this small area of approximately 60 acres (all 3 adjoining estates) intact as county agricultural land, it still leaves a portion of Turkey Lake the way it was attended.
Looks like we have planned housing going in accrossed Dewey Robbins and now along 27. When is it enough?

Next to the property line of the Cronin Dewey Robbins residence, I have 19 head of cattle and are concerned about complaints of smell, liability, and also the sounds of my active Shooting Range. I have attached picture to show you the property line and placements. Please keep this land zoned agricultural.

Again, thank you for your time.

From all of us on Dewey Robbins Rd and on Turkey Lake.

PLEASE FORWARD TO: COMMISSIONERS AND LEESBURG'S MAYOR



2. Russell and Lori Brown, 1/14/2026, 1/20/2026, 1/22/2026

Hi City of Leesburg,

Please do Not allow this. 99% of residents that live on Dewey Robbins Road and Turkey Lake Rd enjoy the wildlife, peace and tranquility the county area offers.

2 commissioners were against the Hodges Reserve that you managed to ruin our road with.

When will you be happy with Leesburg?

You all don't live in our area, so please leave Dewey Robbins alone. When we first moved to Howey in the Hills, any potential changes to a property required that you inform 2 miles worth of residents near the potential property, now its 200 ft. That's really sad. WE LIVE ON DEWEY ROBBINS ROAD.

DO NOT ALLOW THIS.

Russell and Lori Brown, 1/14/2026

Hi City of Leesburg,

Please do Not allow this. 99% of residents that live on Dewey Robbins Road and Turkey Lake Rd enjoy the wildlife, peace and tranquility the county area offers.

2 commissioners were against the Hodges Reserve that you managed to ruin our road with.

When will you be happy with Leesburg?

You all don't live in our area, so please leave Dewey Robbins alone. When we first moved to Howey in the Hills, any potential changes to a property required that you inform 2 miles worth of residents near the potential property, now its 200 ft. That's really sad. WE LIVE ON DEWEY ROBBINS ROAD.

DO NOT ALLOW THIS.

Russell and Lori Brown, 1/20/2026

Hi City of Leesburg,

Regarding items 3 & 4 on tomorrow's agenda (Thursday January 22nd, 2026).

Several of us are opposed to this idea. Its one thing for you to allow a subdivision (that we all were opposed to including the Cronin's) that took over approximately 150 acres, but the Cronin's land is less than 10 acres. Hodges Reserve still isn't conforming to Dewey Robbins Road, but, you shoved it down our throats even after several of us objected.

My neighbor should just sell their property, the way it is, to someone that enjoys the peace and tranquility that comes from living in a county atmosphere. They're doing this because of you (City of Leesburg) ruining our area. Literally, when will 'enough be enough' for your board? Leave the county areas alone. Leesburg is large enough, you have other issues to be dealing with.

We oppose both items 3 & 4 on Thursday January 22nd, agenda.

Russell and Lori Brown, 1/22/2026

3. Randy & Joyce Graham, 1/15/2026. Dear Planning and Zoning:

We are the property owner located on the east boundary of Mike & Kim Cronin's property referenced in the above rezoning request.

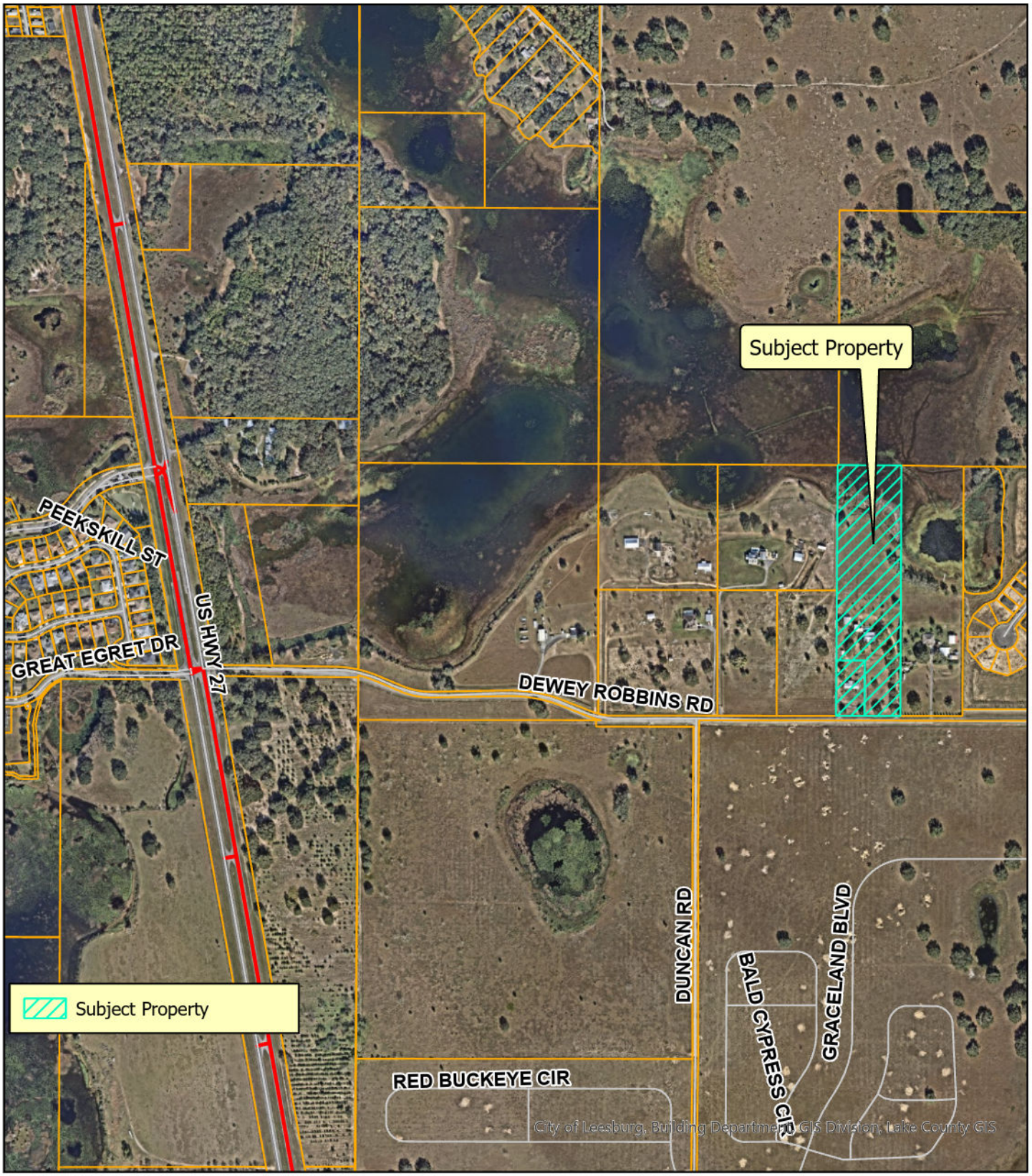
First, I would like to thank the petitioner for withdrawing the previous rezoning request in 2024 and submitting a more appropriate SPUD plan.
The only comment addresses the proposed number of homes and the lot size of those homes; There is a great need and desire for larger lots in Lake County, and ranch style homes on one-acre lots would fit the character of the surrounding area, making the transition from rural to SPUD more appropriate. Therefore, I propose that the lot size be increased to one acre per homesite.

Thank you for giving us the opportunity to voice our comments.

Sincerely,

Randy & Joyce Graham
6545 Dewey Robbins Road
Howey in the Hills, FL 34737

Extended Aerial



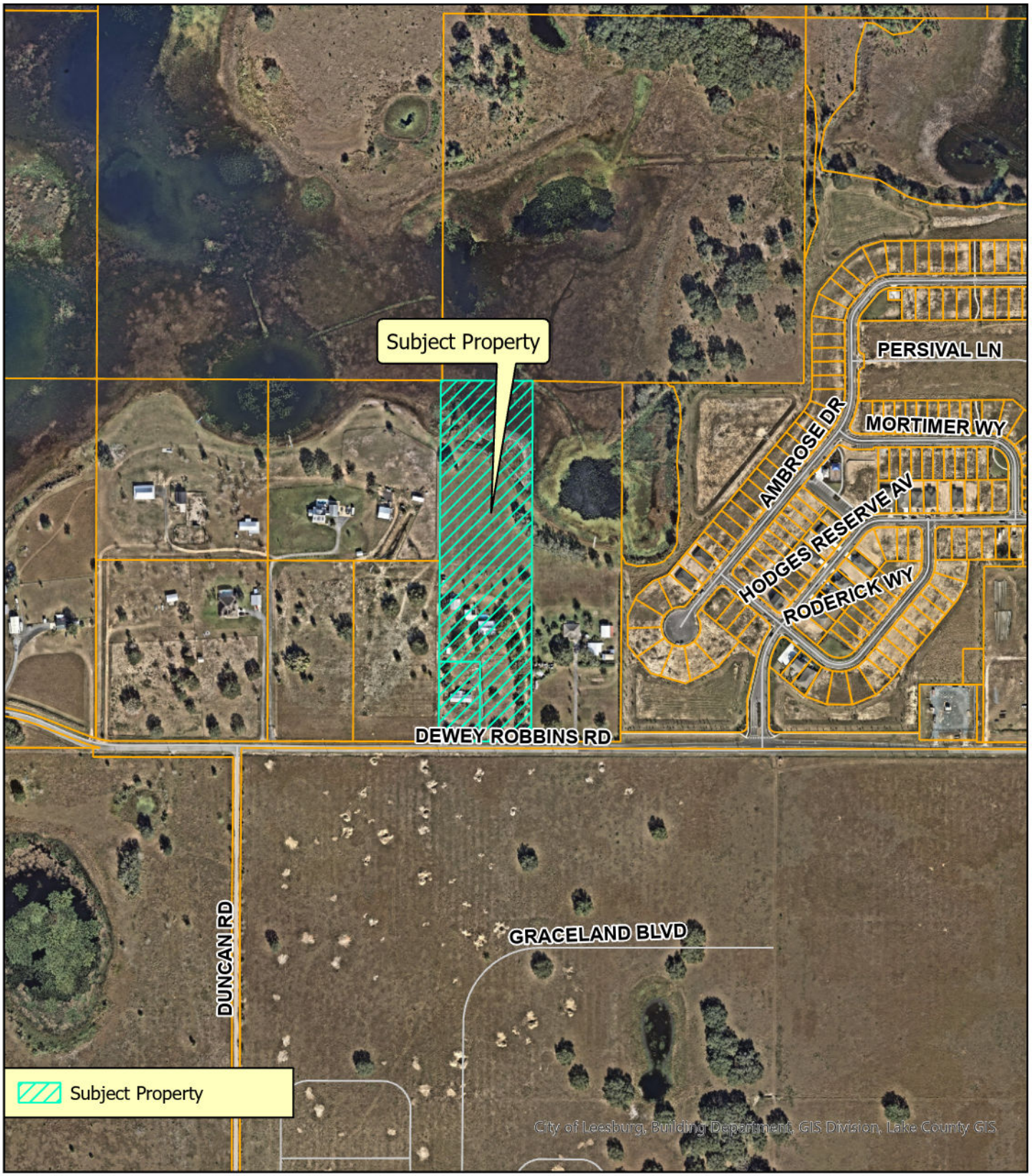
Planning & Zoning Department

N

0 313 625 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Aerial



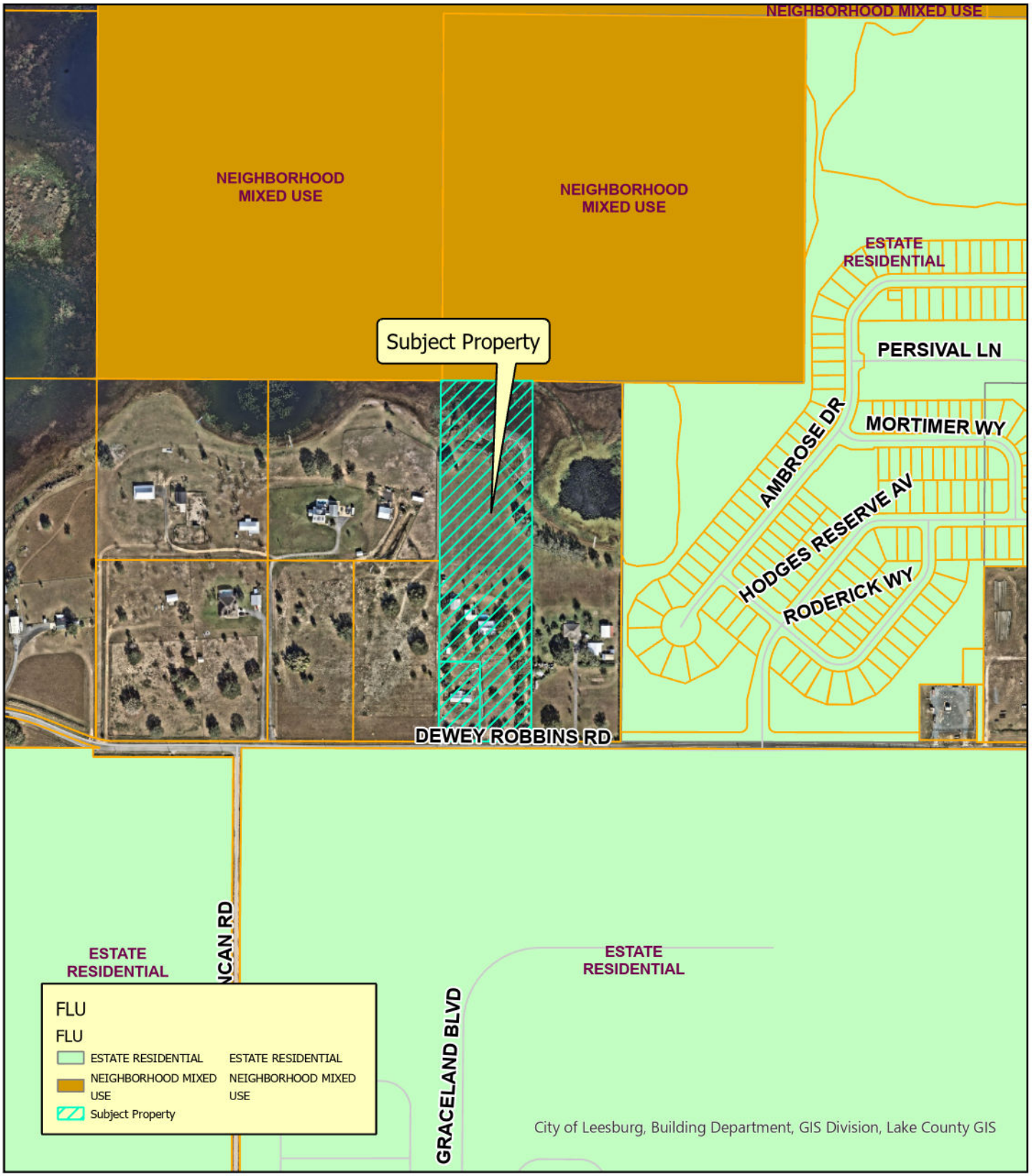
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Future Land Use



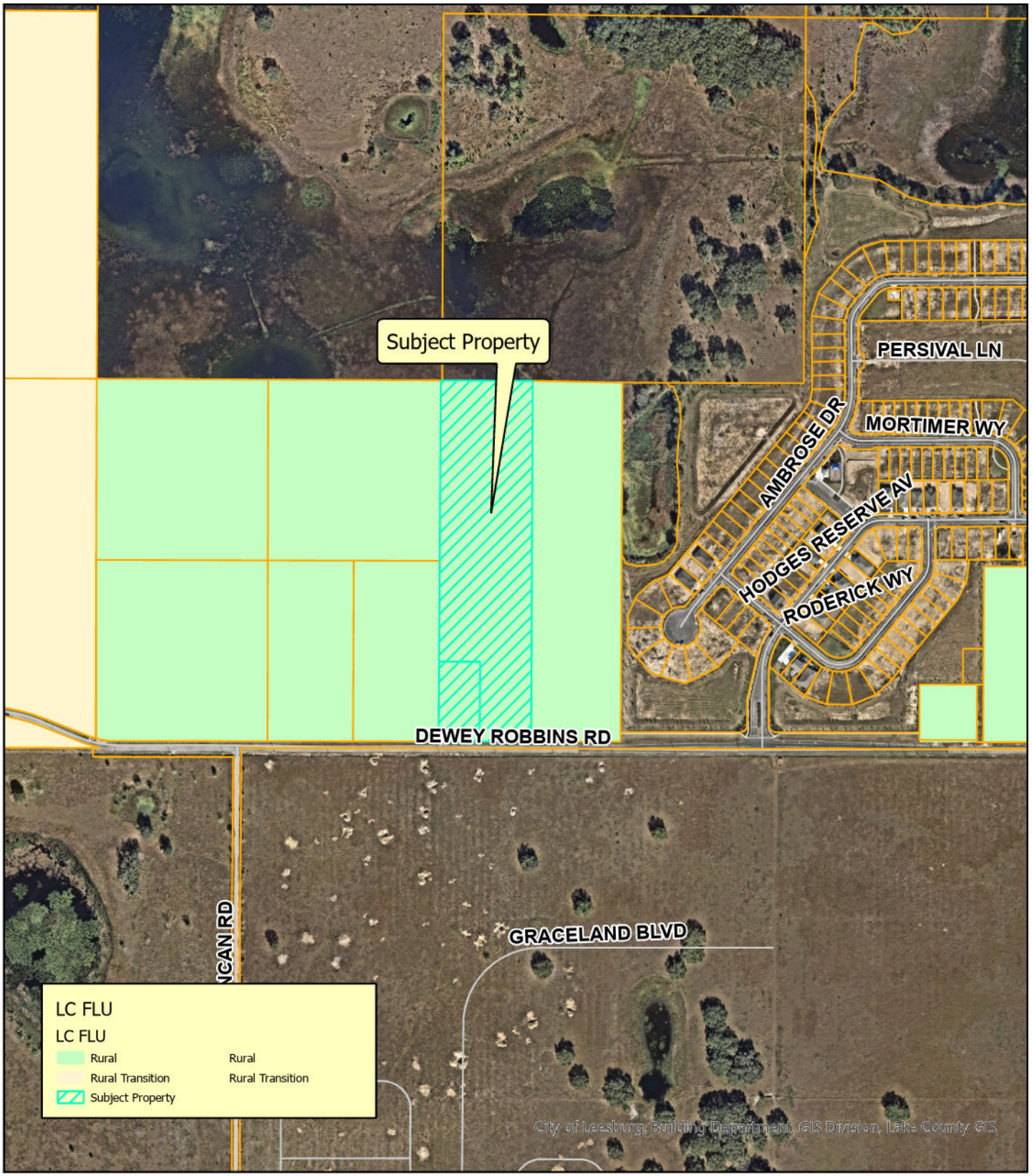
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Lake County Future Land Use



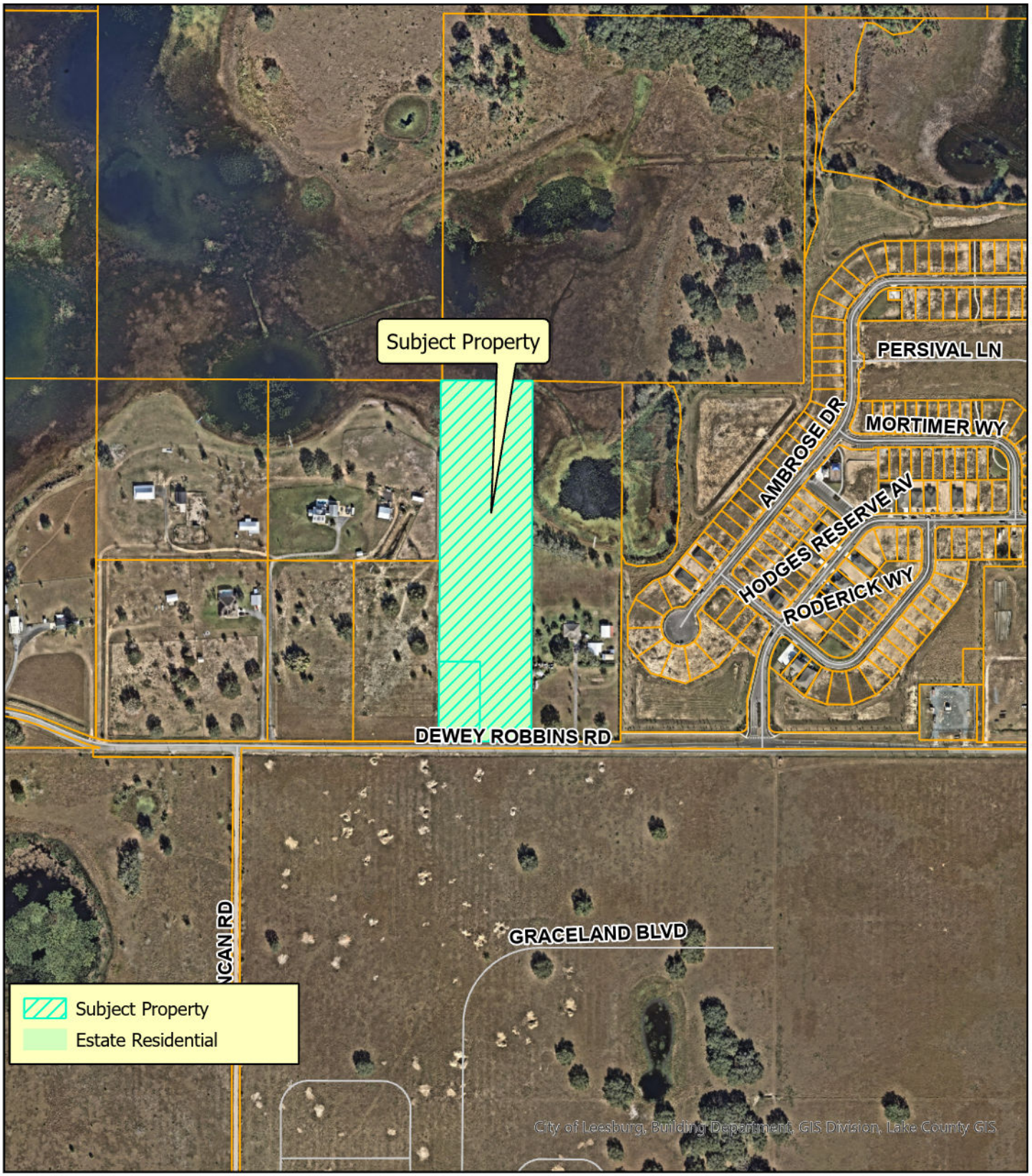
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Proposed Future Land Use



Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

NOTICE OF PUBLIC HEARING

SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, January 22, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # SSCP-25-813) from Michael Rankin, Land Planning Group, Petitioner, for a small-scale comprehensive plan map amendment as described below.

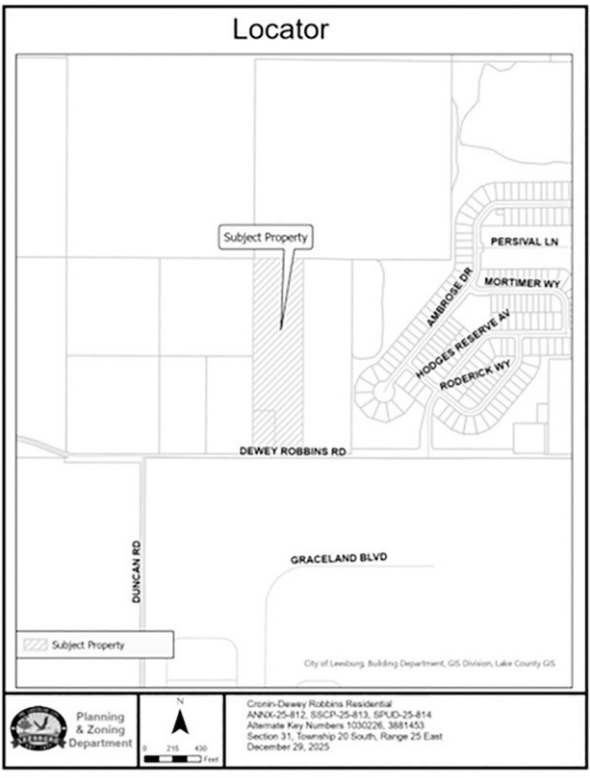
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, February 23, 2026** and the 2nd Reading is tentatively scheduled for **Monday, March 23, 2026 at 5:30 p.m**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 9.26 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD AND EAST OF US HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.9.

Meeting Date: March 23, 2026

From: Dan Miller, (Planning and Zoning Director)

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

Staff Recommendation:
Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 26 single-family detached residences. The Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Analysis:
The project site is approximately 9.26 +/- acres, and is generally located north of Dewey Robbins Road and east of U.S. Highway 27 as shown on the attached maps. At this time, the property is developed with an existing single-family residence. The proposal will allow for 26 single-family detached residences. The existing land uses surrounding the property are Non-Agricultural Acreage, Pasture Improved Hay Average, Residential, and Vacant Residential. City of Leesburg utilities are available nearby.

At the public hearing held on January 22, 2026, the Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Procurement Analysis:
N/A

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

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

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 9.26 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY RESIDENTIAL USES FOR A PROPERTY GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD AND EAST OF U.S. HIGHWAY 27, LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CRONIN-DEWEY ROBBINS RESIDENTIAL SPUD)

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

Section 1.

Based upon the petition of Michael J Cronin and Kim R Cronin, petitioners of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Cronin-Dewey Robbins
ANNX-25-812; SSCP-25-813; SPUD-25-814

Legal Description

Alternate Key:

1030226, 3881453

W 1/4 OF SW 1/4 OF SE 1/4--LESS S 25 FT FOR RD R/W & LESS FROMSW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINE OF SW1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OF DEWEYROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEY ROBBINS RD, N89-30-31 W ALONG SAID N R/W LINE 150 FT TO POB-- ORB 1724 PG1392

FROM SW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINEOF SW 1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OFDEWEY ROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150 FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEYROBBINS RD, N 89-30-31 W ALONG SAID N R/W LINE 150 FT TO POBORB 1724 PG 1392

Case #SPUD 25-814
Prev. Case #SPUD-24-284 **EXHIBIT A**

CRONIN-DEWEY ROBBINS
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
City of Leesburg, Florida
January 22, 2026

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Michael J. Cronin and Kim R. Cronin, 6531 Dewey Robbins Road, Howey in the Hills, FL 34737, as "Permittee" (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Ave, Mount Dora, FL 32757, Agent),** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 26 detached single-family residential units on property adjacent to Dewey Robbins, on approximately 9.94 +/- acres, generally located north of Dewey Robbins Road, east of US Highway 27, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Michael J. Cronin and Kim R. Cronin, 6531 Dewey Robbins Road, Howey in the Hills, FL 34737, as "Permittee" (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Ave, Mount Dora, FL 32757, Agent),** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. LEGAL DESCRIPTION

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

3. LAND USE

The above-described property, containing approximately 9.94 acres, shall be used for detached single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Residential Uses
   1) Detached single-family residential units

B. Location of all permitted uses shall be substantially with the intent of the conceptual site plan shown in **Exhibit C.**

C. Prohibited Uses
   1) Duplex/Triplex uses.
   2) Multi-family units (apartments).
   3) Commercial or Industrial uses
   4) Any other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

D. Accessory Uses
   1) Accessory structures
   2) Recreational Uses (Playgrounds/Trails/Dog Park/Fields/Ball courts i.e. volleyball/basketball etc.)
   3) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
   4) Temporary modular sales center office (during construction and sales of new units) and construction offices, not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

E. The developer or their assigns or heirs, or site owners or their assigns or heirs or successors in title, acknowledge and agree that the lands lying under the development standards set forth in this Planned Unit Development Agreement or lands zoned as industrial or commercial uses shall not be developed as a Live Local Act development pursuant to Florida Statute Section 166.04151(7) and Florida Statute Section 420.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 26 detached single-family residential units, at a gross density not to exceed 2.61 units per acre on the approximately 9.94-acre site, as shown on **Exhibit C, Conceptual Site Plan**.

B. All residential lots shall be minimum of 50-foot wide, and meet all minimum development standards of the R-1 (Low Density Residential) zoning district, per

City of Leesburg Code of Ordinances, Chapter 25, Section 25-280, Table 4-2, except as modified by this agreement.

C. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be as follows:

1. For all residential lots
   a. Minimum living area (under roof): 1,700 square feet.
   b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet.
   c. Maximum building height: 2 stories, or 35-feet
   d. Minimum lot size shall be 5,000 square feet.
   e. Minimum width: 50 feet;
   f. Minimum depth 100 feet
   g. Minimum building setbacks:
      Front – 25 feet;
      Rear – 18 feet;
      Side (between buildings) – 10 feet;
      Side (street) – 15 feet.

2. For all structures:
   a. Each dwelling unit shall have a minimum two off-street parking spaces.
   b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
   c. Accessory structures shall have a minimum rear and side setback of 5-feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
   d. Solid roof structures attached to the residence must meet the required rear setback as noted above.
   e. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved SPUD (Small Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the buildings. Designs may vary throughout the development.

1) Dormers
2) Gables
3) Recessed or raised entries
4) Covered porch entries

5) Cupolas
6) Pillars or decorative posts
7) Bay window (minimum 12-inch projections)
8) Eaves (minimum 6-inch projections)
9) Front windows with arched glass tops and minimum 4-inch trim.
10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12) Stone accents
13) Shutters
14) Board and batten siding
15) Hardy board siding
16) Raised banding
17) Craftsman style garage doors

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

1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.

2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).

3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

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

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

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

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

C. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

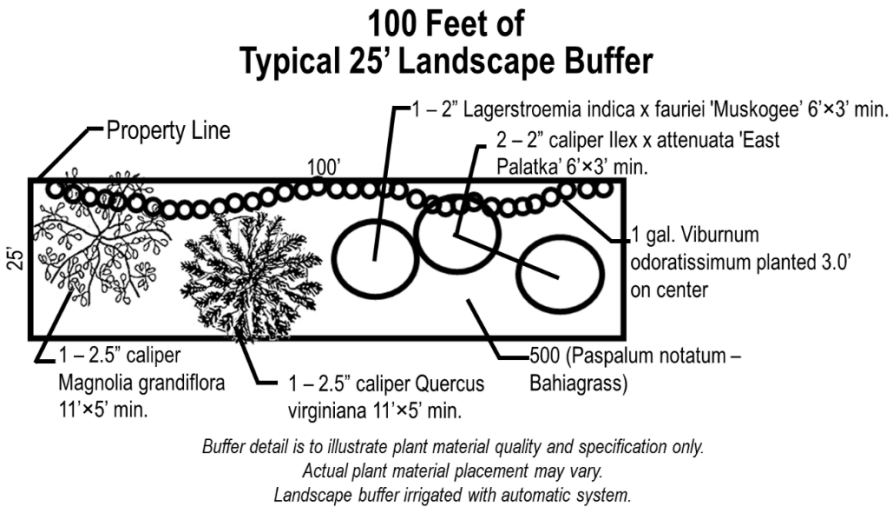
D. A six (6) foot high privacy fence shall be provided on the east and west sides of the property. A four (4) foot split rail fence shall be provided adjacent to Dewey Robbins Road. The samples shown in **Figures 1 & 2** on **Exhibit F, Acceptable Fence Samples** shall be considered to meet these fencing requirements. Variations to the fencing requirements of the code may be approved by the Planning & Zoning Director or designee, as long as the intent of the SPUD is maintained. The split- rail fence shall be installed at a minimum height of four (4) feet. All fences located on common property shall be maintained by the Property Owners or Homeowners Association

E. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



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

F. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director, or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.

G. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.

H. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

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

1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The access location(s) depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the road(s) shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.

1) The primary vehicular access to the development shall be constructed as a divided boulevard type entrance.
2) The main divided boulevard type vehicular access shall be at Dewey Robbins Road, under Lake County Access requirements.
3) Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
4) Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
5) The Master Development Plan, and the access point(s) proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

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

D. Alternative designs for the ground enclosure supports and bases of a monument sign may be approved by the Planning & Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City

staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.

G. Sidewalks shall be provided on both sides of the boulevard entrance road and throughout the development. Sidewalks shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of the road. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

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

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the

use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

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

10. STORMWATER/DRAINAGE MANAGEMENT

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

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

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

C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.

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

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

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

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a

suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

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

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

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

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

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

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

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

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

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

2. There are currently FEMA flood zones located on the property. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. <u>IRRIGATION & WATER USE</u>

A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

C. Private wells shall not be permitted within the site, or within individual lots, or within common areas under the control of an HOA or other like entity, lying under the jurisdiction of this (Small) Planned Unit Development Agreement.

13. <u>RECREATIONAL REQUIREMENTS</u>

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (5,200 square feet).

B. Recreational requirements shall include at least one primary common area, such as a park area with children's playground, exercise equipment, a cabana and dedicated parking, as shown on **Conceptual Site Plan, Exhibit C.**

   a. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first fifteen (15) attached single-family residential units.

C. Retention areas required by the design of the subdivision may be designed as dry retention areas, which may be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C.** Wet retention areas shall have a fountain or spray feature to enhance aesthetics and keep the retained water from stagnating.

a. Any trails within the development, including within the 25' exterior buffer shall be constructed to comply with ADA standards where required by law. Trails that are not required to meet ADA standards, such as natural or passive trails, shall be constructed to the extent feasible to ensure safety and accessibility, but full ADA compliance is not mandatory unless otherwise specified by Federal Regulations.

D. Other recreation areas may include such uses as outdoor cooking facilities such as grills, outdoor exercise equipment, youth playgrounds, tot lots, trail/boardwalk overlooks, gazebos, play courts, dog parks, or other similar uses which will meet the intent of this document.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this SPUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the SPUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Small Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

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

B. Utilities

1) Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such

facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity

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

3) Ability to Provide Services

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

EXHIBIT B **LEGAL DESCRIPTION**

THE WEST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

EXHIBIT C **CONCEPTUAL SITE PLAN**

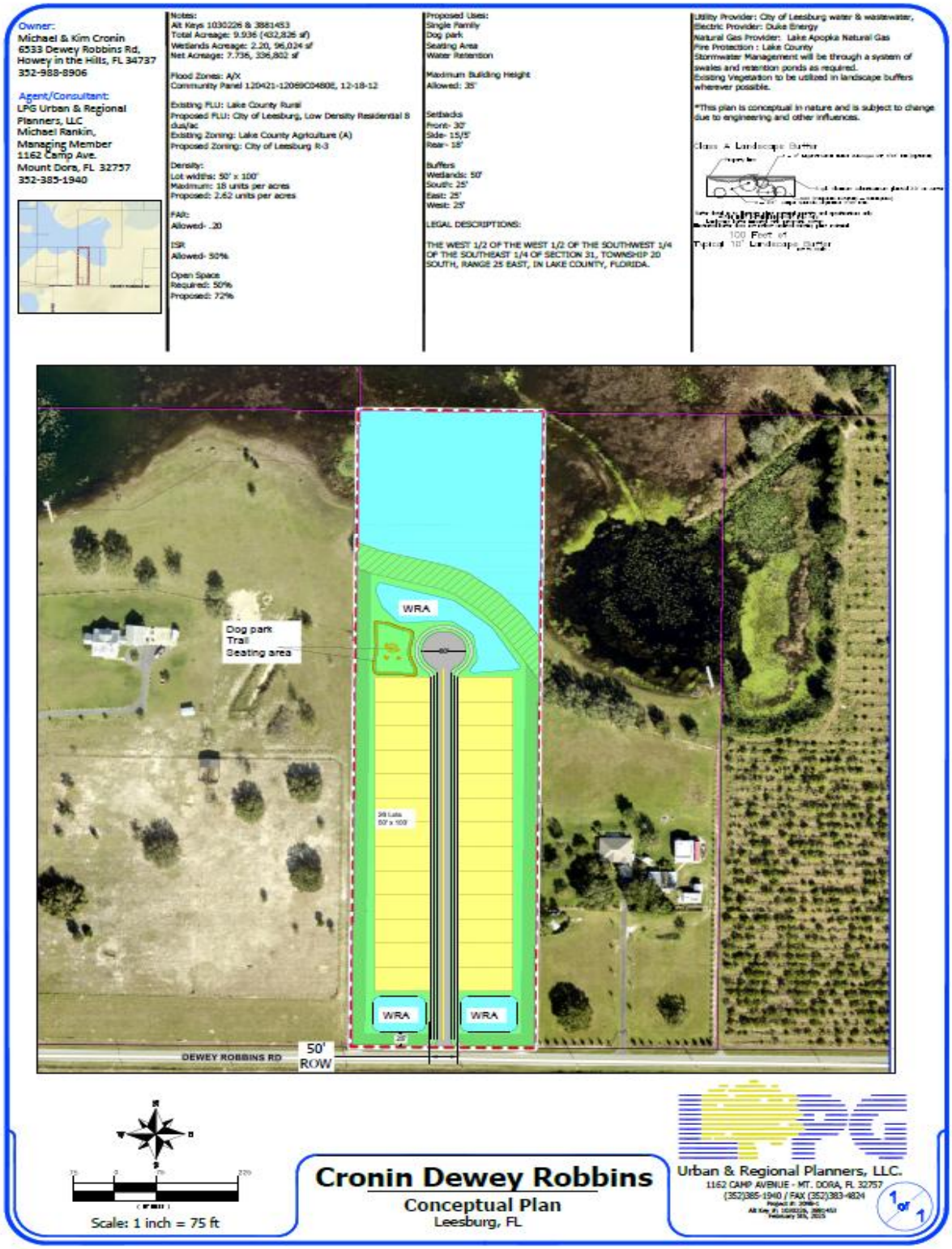


EXHIBIT D **CONCEPTUAL ELEVATIONS**

Examples of Acceptable / Unacceptable Lighting Fixtures

EXHIBIT F **ACCEPTABLE FENCE SAMPLES**

Figure 1 – Opaque vinyl fence option
Example Source Courtesy of Bespoke Fence & Shoreline Vinyl
https://bespokefence.com/products/vinyl-fences/; https://shorelinevinyl.com/fencing-styles/caroline/

Figure 2 – Split-rail fence option
Example Source Courtesy of Superior Outdoor Products & Peerless Fence
https://superiorplasticproducts.com/3-rail-vinyl-fence; https://www.peerlessfence.com/residential/products/wood/post-rail

Figure 3 - Aluminum rail fence option
Example Source Courtesy of Vinyl Fence.com
https://www.buydirectvinylfence.com/5-tall-flat-top-3-rail-aluminum-fence.html

EXHIBIT G **DIVIDED BOULEVARD EXAMPLE AND PLANTINGS**

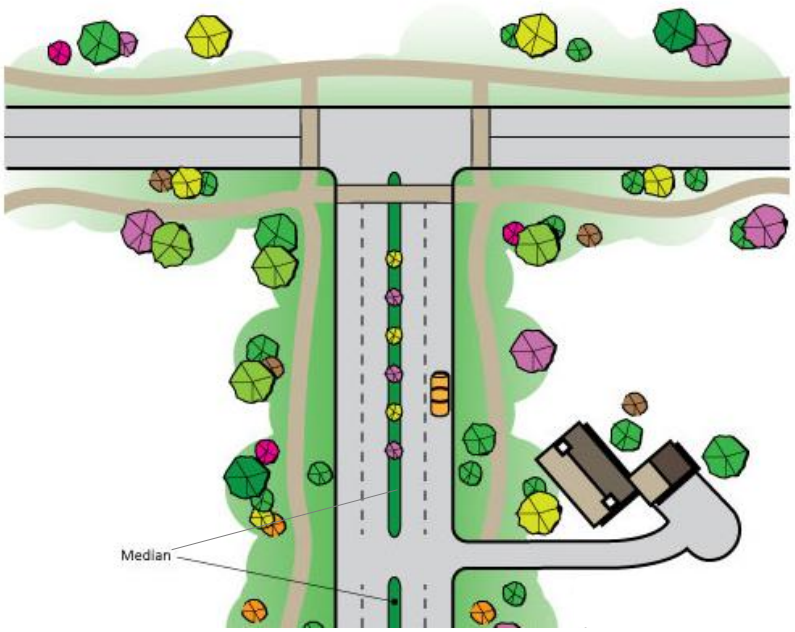


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

Figure 2 – Planted Divided Boulevard
Example Source Courtesy of District Works
https://districtworks.city/landscaping-and-groundskeeping/

Figure 3 – Planted Divided Boulevard
Example Source Courtesy of Joshua Zeunert via ResearchGate
https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

IN WITNESS WHEREOF, Owner has signed this Agreement.

WITNESSES: **OWNER:**

_____ _____
Signature Signature

_____ _____
Type or print name of witness Type or print name of party

_____ _____
Signature Signature

_____ _____
Type or print name of witness Type or print name of party

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____, 20___,
By _____.
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____.

_____
Notary Signature

_____
Notary Seal **Notary Printed Name**

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Michael J Cronin and Kim R Cronin
PETITIONER: Michael Rankin
PROJECT: Cronin-Dewey Robbins Residential
REQUEST: Small Scale Comprehensive Plan to City Estate Residential and rezoning to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.
CASE NO.: *(ANNX-25-812)*, SSCP-25-813, SPUD-25-814

GENERAL LOCATION: North of Dewey Robbins Road and East of US Highway 27

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Neighborhood Mixed Use
South – City Estate Residential
East – Lake County Rural & City Estate Residential
West – Lake County Rural & Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Lake County Rural	City Estate Residential	9.26+/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – City PUD (Planned Unit Development)
South – City PUD (Planned Unit Development)
East – Lake County A (Agriculture) & City PUD (Planned Unit Development)
West – Lake County A (Agriculture) & RP (Residential Professional)

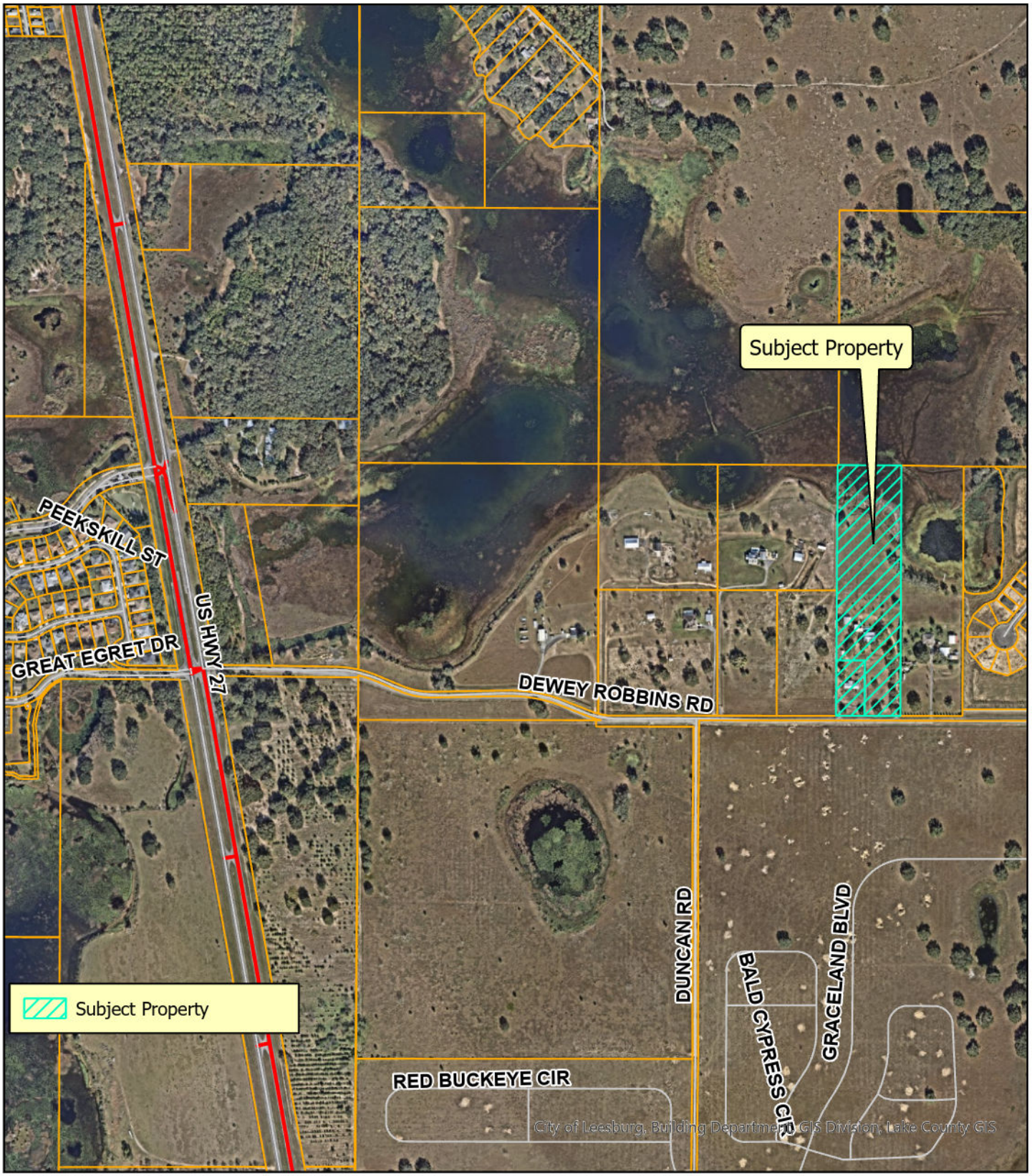
PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Residential

SURROUNDING LAND USE:
North – Non-Agricultural Acreage
South – Pasture Improved Hay Average
East – Residential
West – Vacant Residential & Single Family

PROPOSED LAND USE: 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.

Extended Aerial



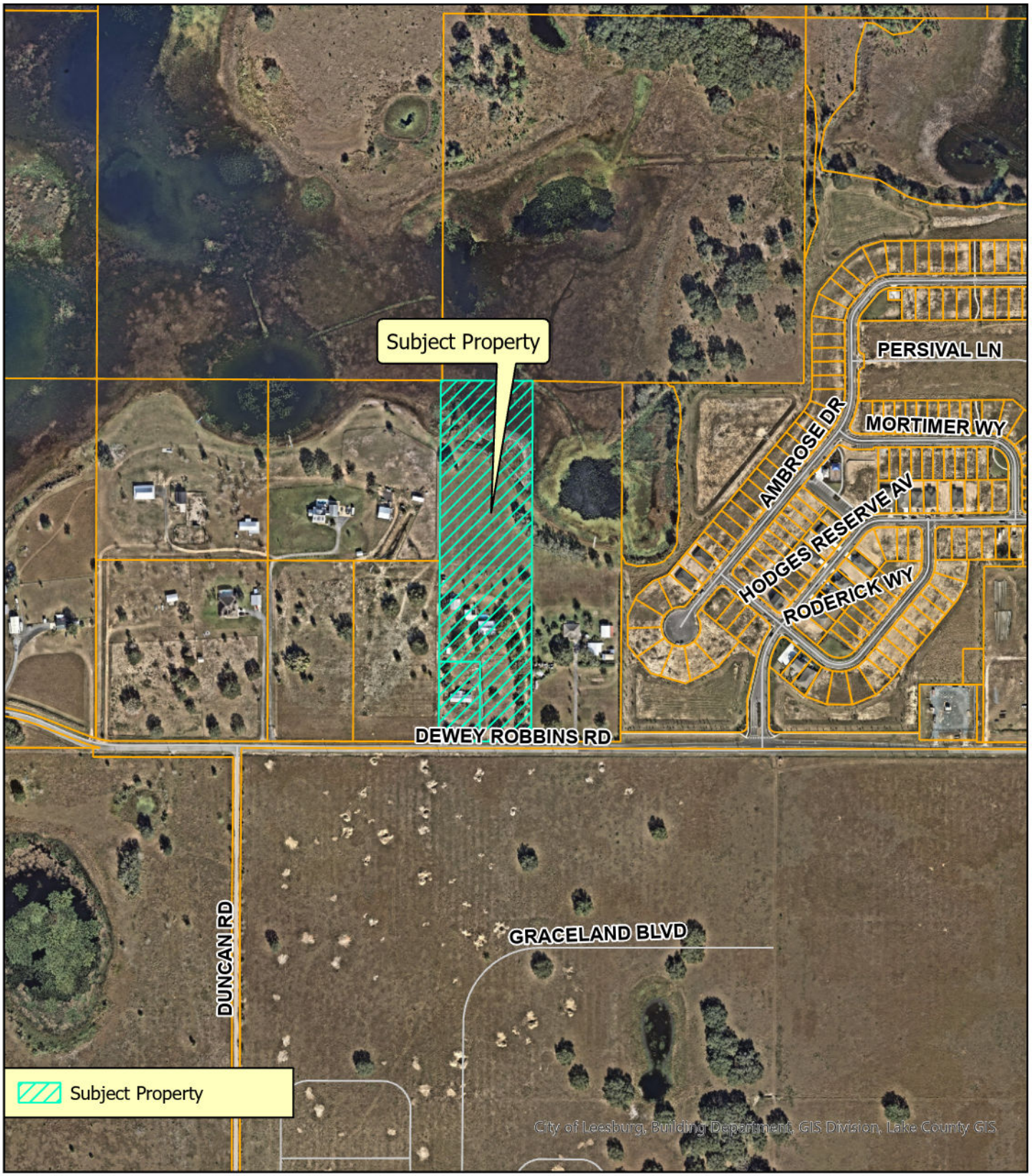
Planning & Zoning Department

N

0 313 625 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Aerial



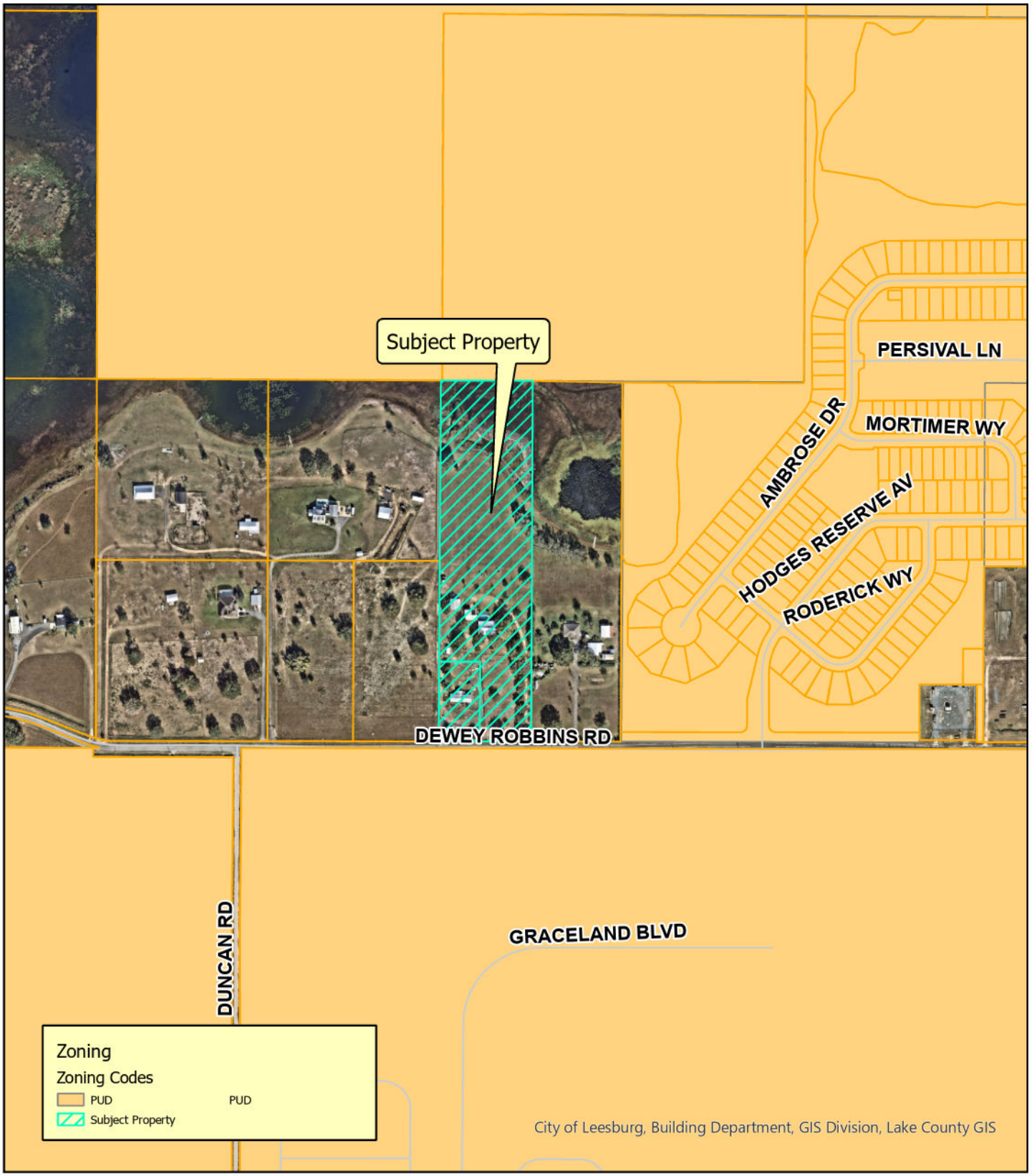
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Zoning



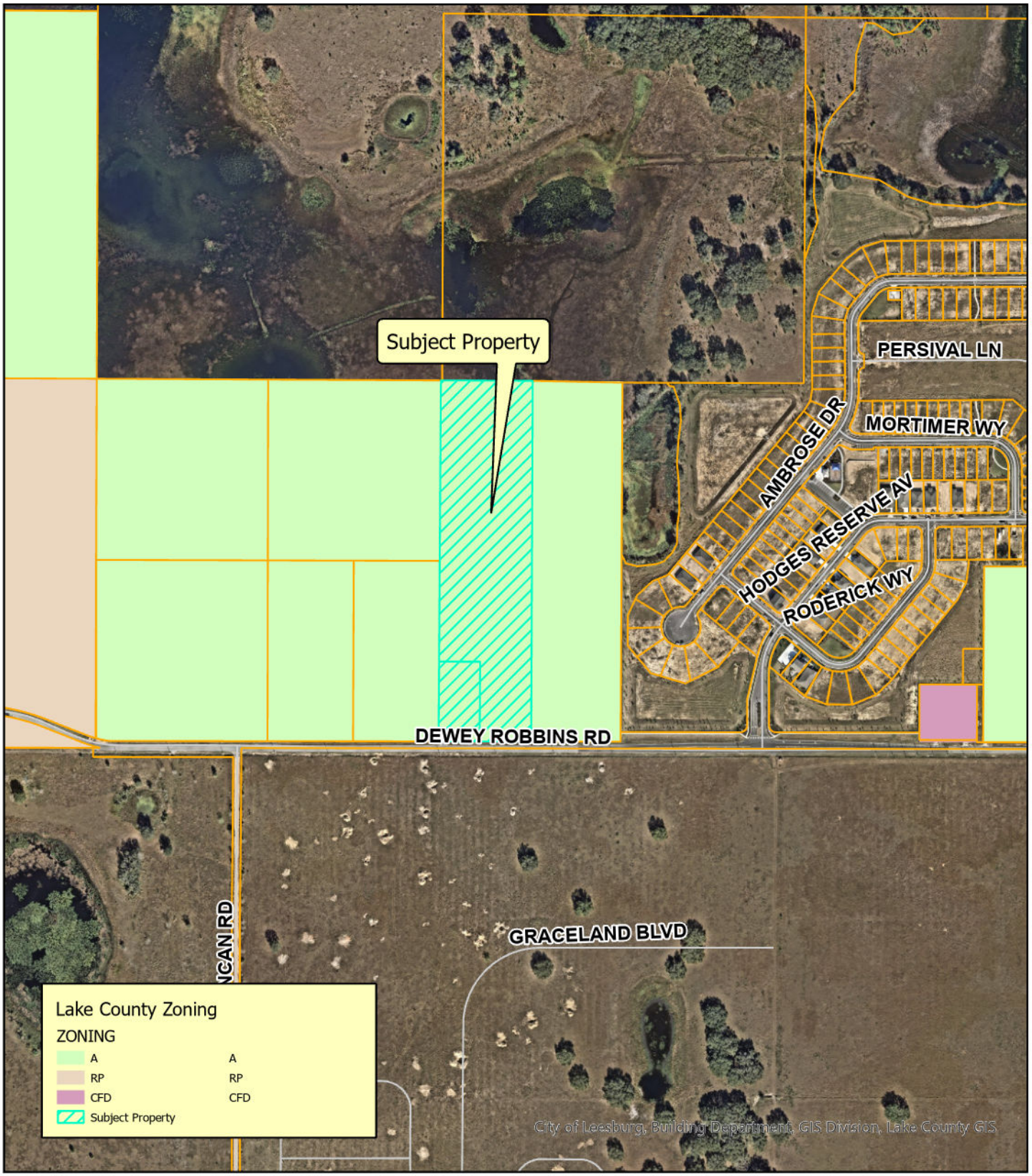
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Lake County Zoning



Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Proposed Zoning

Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Developments

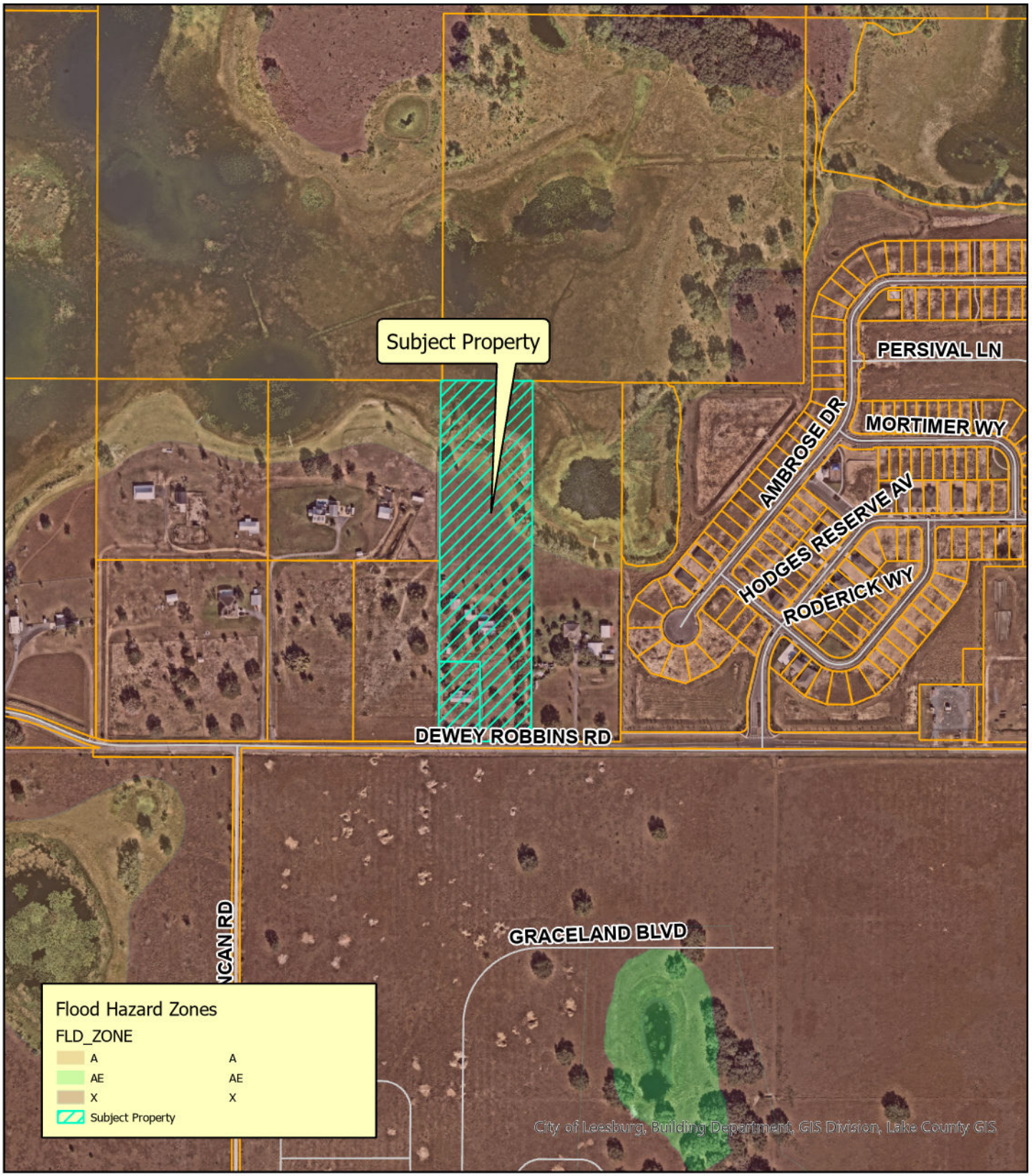
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Flood Zone



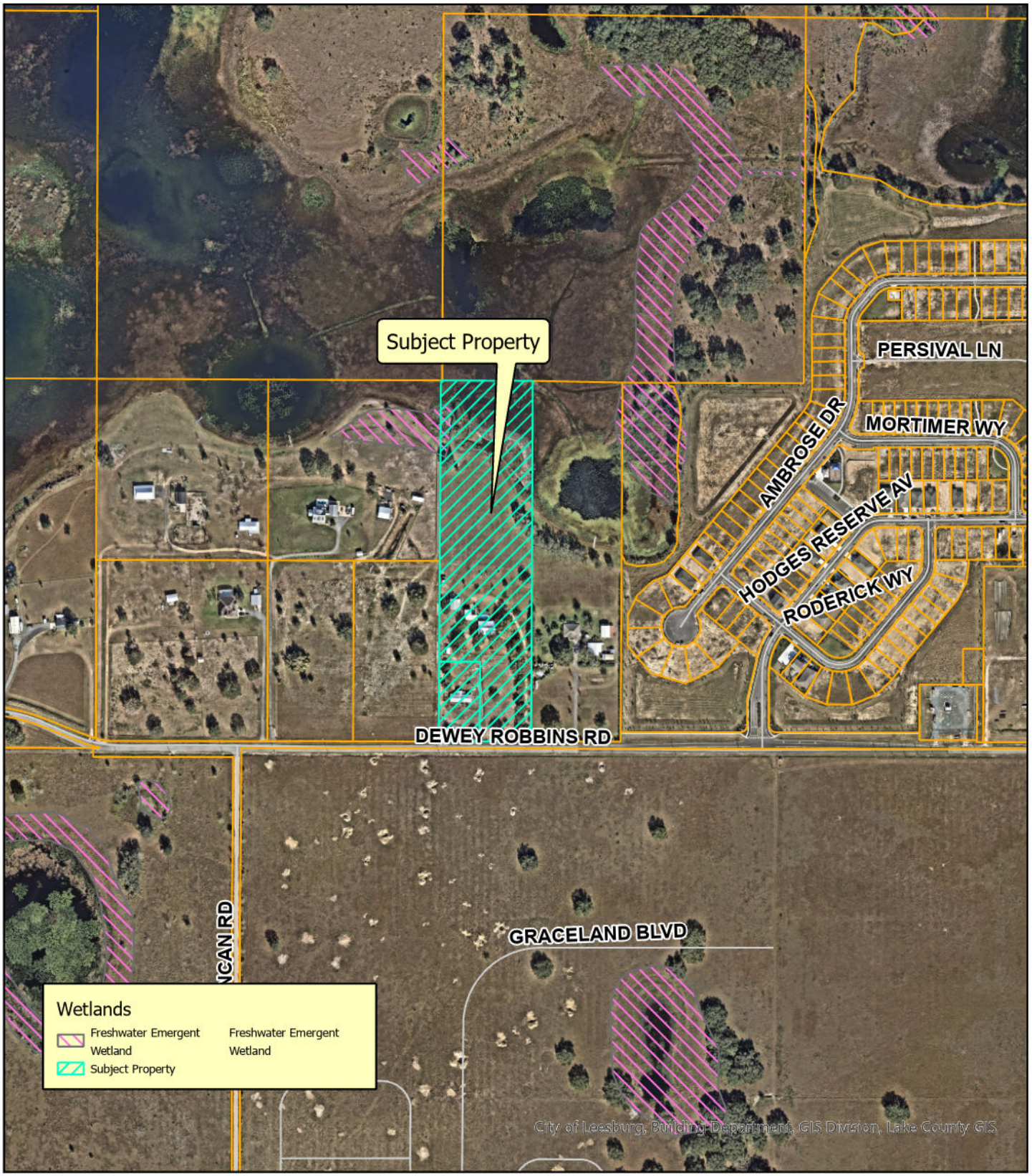
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Wetlands



Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: January 22, 2026
OWNER: Michael J Cronin and Kim R Cronin
PETITIONER: Michael Rankin
PROJECT: Cronin-Dewey Robbins Residential
REQUEST: Small Scale Comprehensive Plan to City Estate Residential and rezoning to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.
CASE NO.: *(ANNX-25-812)*, SSCP-25-813, SPUD-25-814

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/21/2026.

FIRE

In reference to Case Number SSCP-25-813, SPUD-25-814

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-813, SPUD-25-814 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.
4.1.2.1

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

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

Capt. Amanda Stevens, Life Safety Services
Leesburg Fire Department
1/20/2026

ELECTRIC

This is outside of Leesburg Electric Service territory. Leesburg Electric has no objections.

Steven C. Davis
Electric Service Planner Supervisor
1/2/2026

GAS
Natural gas is available and directed per City Ordinance.

Thank you,

Brandon Smith
Natural Gas Operations Supervisor
1/5/2026

GIS/ADDRESSING
GIS has no comments.

Thank you,

Nicholas Tota
GIS Analyst
1/2/2026

BUILDING

No comments received as of 1/21/2026.

PUBLIC WORKS
Public Works has no issue with this item. Please let the developer know that wastewater modeling and water flow testing will be required if they intend to connect to City sewer and water.

V/r,
Cliff

Clifford Kelsey
Public Works Director
1/5/2026

HOUSING & REDEVELOPMENT

No comments received as of 1/21/2026.

LAKE COUNTY PUBLIC WORKS
Major comments for Dewey Robbins Road

- **Turn Lanes are required on Dewey Robbins Road at the development's proposed access.**
- **Additional right-of-way may be required for Dewey Robbins Road.**
- **A traffic impact study is recommended to be provided and reviewed prior to the PUD hearing.**

Lake County Department of Public Works recommended requirements for the Cronin Dewey Robbins PUD impacts to roadways and drainage systems:

Dewey Robbins Road:

- Access off Dewey Robbins Road will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on Dewey Robbins Road at the proposed entrances to this development will be required.
- A sidewalk along Dewey Robbins Road frontage will be required to meet City of Leesburg and Lake County requirements.
- Additional right-of-way for Dewey Robbins Road may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Dewey Robbins Road is defined with a functional road classification of 'collector rural' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Traffic:

- A Traffic Impact Study (TIS) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIS submittal.

- The TIS is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to Dewey Robbins Road.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,
Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
1/5/2026

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

October 31, 2024

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Cronin Dewey Robbins / Planned Unit Development
CASE NO.: PUD-24-285

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for Dewey Robbins Road

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- **Additional right-of-way may be required for Dewey Robbins Road.**
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P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

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Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

LAKE COUNTY SCHOOLS

No comments received as of 1/21/2026.

PUBLIC RESPONSES

Approval

No comments received as of 1/21/2026.

Disapproval

4

No comment

No comments received as of 1/21/2026.

Notice of Appearance filed:

No comments received as of 1/21/2026.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 1/21/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 1/21/2026.

PUBLIC COMMENTS (DISAPPROVAL)

1. **Matt Rayl, 1/11/2026**

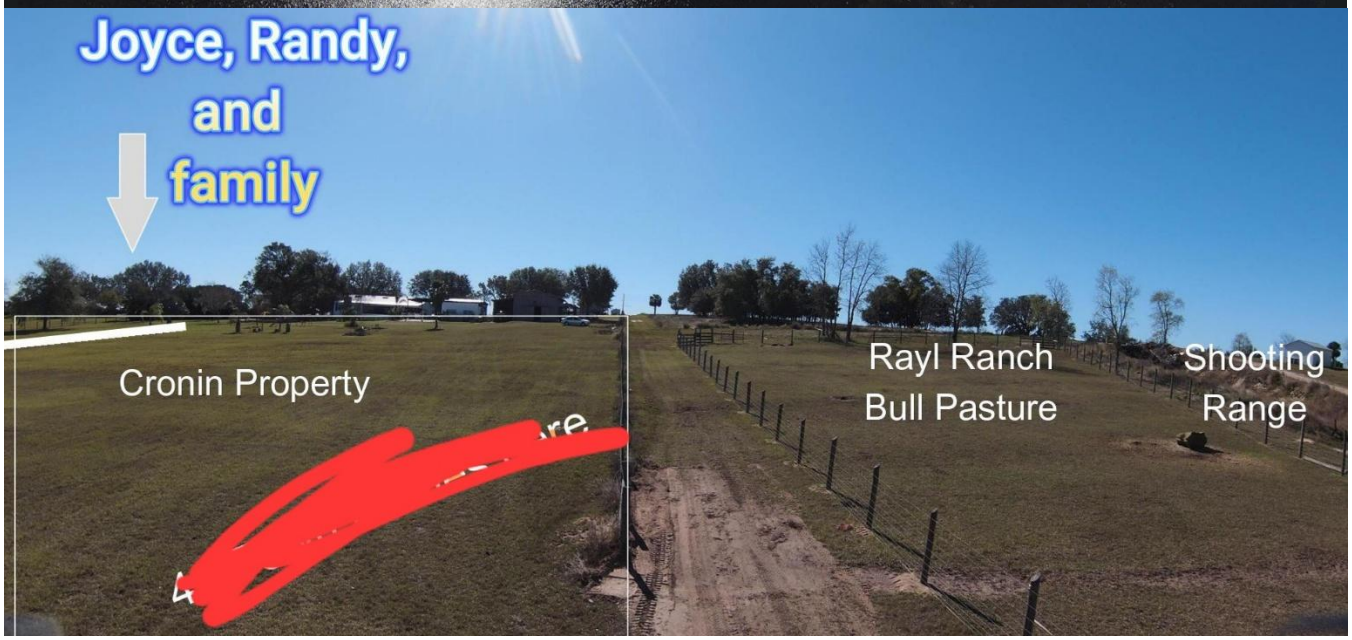
Thank you for taking the time to read this.
My name is Matt Rayl. We live at 6429 Dewey Robbins Road, next to the property that is wishing to be re-zoned to City. You may remember me from the first reading last year to try to rezone this section of land to town homes and commercial. I'm sharing a couple of pictures so you can see my concerns. To tell you a little about myself, I own a successful roofing company called Parlament Roofing. We currently do work in 18 counties and have recently moved the company to here in Leesburg. I found my wife here over 16 years ago, married her, and moved to this area 15 years ago as well; had 2 kids and adopted my in-laws. Bought 30 acres of land 6yrs ago here on Dewey Robbins. My in-laws have a small piece of the land, and we have been working on turning it into Rayl Ranch; with 19 head of miniature Zebu cows, and counting. This being said, the more houses, the merrier, for my business to thrive; however the number of homes being placed around us here on Dewey Robbins and the surrounding area is crazy enough. So, question, why would we need more than what is already in the works? I get expansion, but at some point, we all have to draw a line. I 'm hoping it is here. By leaving this small area of approximately 60 acres (all 3 adjoining estates) intact as county agricultural land, it still leaves a portion of Turkey Lake the way it was attended.
Looks like we have planned housing going in accrossed Dewey Robbins and now along 27. When is it enough?

Next to the property line of the Cronin Dewey Robbins residence, I have 19 head of cattle and are concerned about complaints of smell, liability, and also the sounds of my active Shooting Range. I have attached picture to show you the property line and placements. Please keep this land zoned agricultural.

Again, thank you for your time.

From all of us on Dewey Robbins Rd and on Turkey Lake.

PLEASE FORWARD TO: COMMISSIONERS AND LEESBURG'S MAYOR



2. Russell and Lori Brown, 1/14/2026, 1/20/2026, 1/22/2026

Hi City of Leesburg,

Please do Not allow this. 99% of residents that live on Dewey Robbins Road and Turkey Lake Rd enjoy the wildlife, peace and tranquility the county area offers.

2 commissioners were against the Hodges Reserve that you managed to ruin our road with.

When will you be happy with Leesburg?

You all don't live in our area, so please leave Dewey Robbins alone. When we first moved to Howey in the Hills, any potential changes to a property required that you inform 2 miles worth of residents near the potential property, now its 200 ft. That's really sad. WE LIVE ON DEWEY ROBBINS ROAD.

DO NOT ALLOW THIS.

Russell and Lori Brown, 1/14/2026

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DO NOT ALLOW THIS.

Russell and Lori Brown, 1/20/2026

Hi City of Leesburg,

Regarding items 3 & 4 on tomorrow's agenda (Thursday January 22nd, 2026).

Several of us are opposed to this idea. Its one thing for you to allow a subdivision (that we all were opposed to including the Cronin's) that took over approximately 150 acres, but the Cronin's land is less than 10 acres. Hodges Reserve still isn't conforming to Dewey Robbins Road, but, you shoved it down our throats even after several of us objected.

My neighbor should just sell their property, the way it is, to someone that enjoys the peace and tranquility that comes from living in a county atmosphere. They're doing this because of you (City of Leesburg) ruining our area. Literally, when will 'enough be enough' for your board? Leave the county areas alone. Leesburg is large enough, you have other issues to be dealing with.

We oppose both items 3 & 4 on Thursday January 22nd, agenda.

Russell and Lori Brown, 1/22/2026

3. Randy & Joyce Graham, 1/15/2026. Dear Planning and Zoning:

We are the property owner located on the east boundary of Mike & Kim Cronin's property referenced in the above rezoning request.

First, I would like to thank the petitioner for withdrawing the previous rezoning request in 2024 and submitting a more appropriate SPUD plan.
The only comment addresses the proposed number of homes and the lot size of those homes; There is a great need and desire for larger lots in Lake County, and ranch style homes on one-acre lots would fit the character of the surrounding area, making the transition from rural to SPUD more appropriate. Therefore, I propose that the lot size be increased to one acre per homesite.

Thank you for giving us the opportunity to voice our comments.

Sincerely,

Randy & Joyce Graham
6545 Dewey Robbins Road
Howey in the Hills, FL 34737

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	January 22, 2026
OWNER:	Michael J Cronin and Kim R Cronin
PETITIONER:	Michael Rankin
PROJECT:	Cronin-Dewey Robbins Residential
REQUEST:	Rezoning from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots and associated amenities.
CASE NO.:	SPUD-25-814

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County A (Agriculture), RP (Residential Professional); and City PUD (Planned Unit Development).

2. The proposed zoning, as conditioned, is compatible with the proposed future land use designation amendment to City Estate Residential, and the current surrounding Future Land Use designations.

3. The proposed use is compatible with existing City of Leesburg approved developments along Dewey Robbins Road.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development), and forward this recommendation to the City Commission for consideration.

NOTICE OF PUBLIC HEARING
REZONING

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, January 22, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # SPUD-25-814) from Michael Rankin, Land Planning Group, Petitioner, for a SPUD (Small Planned Unit Development) rezoning as described below.

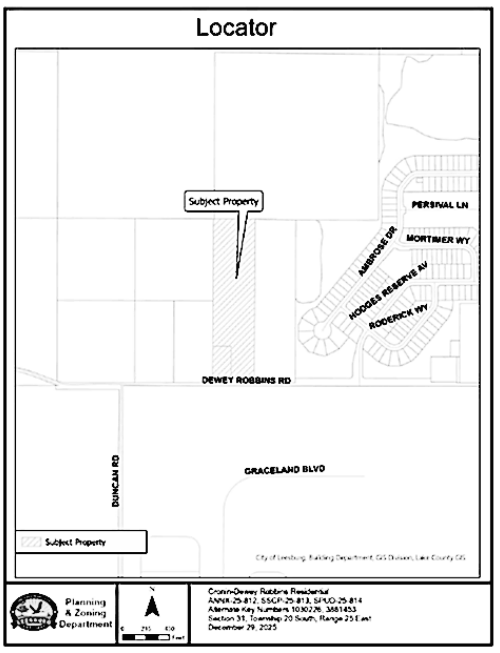
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, February 23, 2026** and the 2nd Reading is tentatively scheduled for **Monday, March 23, 2026 at 5:30 p.m.**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 9.26 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD AND EAST OF US HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



LF-432411124

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.1.
Meeting Date:	March 23, 2026
From:	Tracey Dean, (Airport Manager)
Subject:	An Ordinance of the City of Leesburg, Florida, amending Chapter 4 “Aircraft and Airports”, Article II “Standards for Operators and Airport Tenants”, SEC. 4-19(C) “Leases” of the Code of Ordinances to authorized approval of standard lease forms and rent rates for certain airport rentals and to authorize execution of standard lease forms by the City Manager; providing for inclusion in the Code of Ordinances; providing for severability and conflicts; and providing for an effective date.

Staff Recommendation:
Staff recommends approval of the proposed ordinance.

Analysis:
Amending Chapter 4 "Aircraft and Airports", Article II "Standards for Operators and Airport Tenants", Sec. 4-19(C) "Leases", authorizes approval of standard lease forms and rent rates for certain airport rentals, and authorizes execution of standard lease forms by the City Manager.

Procurement Analysis:
N/A

Options:
1. Approve the Ordinance, amending Chapter 4, Article II, Sec. 4-19(C); or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

ORDINANCE 2026-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 4 "AIRCRAFT AND AIRPORTS", ARTICLE II "STANDARDS FOR OPERATORS AND AIRPORT TENANTS", SEC. 4-19(C) "LEASES" OF THE CODE OF ORDINANCES TO AUTHORIZE APPROVAL OF STANDARD LEASE FORMS AND RENT RATES FOR CERTAIN AIRPORT RENTALS AND TO AUTHORIZE EXECUTION OF STANDARD LEASE FORMS BY THE CITY MANAGER; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 4, Article II, Sec. 4-19 of the Code of Ordinances addresses leases and lease requirements at the Leesburg International Airport (the "Airport");

WHEREAS, Chapter 4, Article II, Sec. 4-19(c) of the Code of Ordinances currently requires approval of the City Commission for each Airport lease, however, the Code previously allowed approval of standard lease forms and rental rates by the City Commission and execution of those standard leases by the City Manager;

WHEREAS, T-Hangars and individual storage Box-Hangars are among the facilities and properties leased to tenants at the Airport which require frequent execution of standard lease forms at standard rental rates; and

WHEREAS, the City Commission finds that approval of such leases on an individual basis is unnecessary provided that the lease form is compliant with the requirements of Sec. 4-19 of the Code and has been previously approved by the City Commission, and that the rental rate is consistent with those approved and established by the City Commission from time to time.

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

Section 1. Recitals. The above recitals are true and correct and are hereby adopted as legislative findings of the City Commission.

Section 2. Text Amendment. Chapter 4, Article II, Sec. 4-19 of the City of Leesburg Code of Ordinances is hereby amended to read as follows:

(NOTE: Underlined words constitute additions to the original text of the Code of Ordinances; strikethroughs constitute deletions to the original text of the Code of

Ordinances; and asterisks (***) indicate omission from the original text of the Code of Ordinances which is intended to remain unchanged.)

ARTICLE II. – STANDARDS FOR OPERATORS AND AIRPORT TENANTS

Sec. 4-19. Leases.

(a) Leases at the airport shall be governed by the standards in this section. No lease shall be granted until the prospective tenant has filed a written application which at a minimum contains the following information:

(1) Name and address of applicant.

(2) Proposed land use, facility, and/or aeronautical activity sought.

(3) Names and qualifications of personnel involved in conducting aeronautical activity.

(4) Financial capability of applicant.

(5) Proposed date of commencement of aeronautical activity.

(6) Proposed term.

(7) Proposed improvements.

(8) Estimated cost of proposed improvements.

(9) Method of financing construction or acquisition of facilities.

(b) Once the written application required is filed and received by the airport manager, it shall be reviewed for compliance with these standards. The city may deny any application to conduct or engage in an aeronautical activity at the airport if, in the opinion of the city, applicant for any reason does not meet the qualifications, standards, and requirements established by these standards, the proposed operation does not comply with airport master plan, or the proposed operation conflicts with federal, state, or local rules and regulations.

(c) Upon approval of application, the city shall cause to be prepared an agreement between applicant and the city. A written agreement properly executed by the applicant and the city is a prerequisite to tenancy on the airport and the commencement of any operations thereon. Such written agreement is only deemed to be valid once it is approved by the city commission <u>except that the city commission, by resolution, may approve standard lease forms and rental rates for certain airport properties and facilities, and may authorize execution of such standard leases by the city manager</u>. All lease contracts shall contain the following provisions, among others:

(1) Provisions for strict compliance with these minimum standards.

(2) Term provision, which shall not exceed fifty (50) years. However, the standard term is twenty (20) years plus possible option(s) totaling ten (10) years.

(3) Fair and reasonable rate and/or airport fees, as customary of the aviation industry, to be paid to the airport.

(4) Rent escalation provision, such as adjustments based on Consumer Price Index-Urban (CPI-U) and/or reappraisals.

(5) Provision for security deposit, performance bond, or other form of performance guarantee to be posted by operator, if applicable.

(6) Provisions related to taxes. However, defects on the lease contract shall not transfer any tax liability to the city. In all circumstances, tenants are responsible for all taxes related to the leased property and business activities.

(7) Maintenance and repair provision, which shall be of responsibility of the tenant.

(8) Release, indemnity, and hold harmless provisions.

(9) Insurance requirements provision.

(10) Provision providing that all improvements, structures, or facilities to be built, constructed, or placed upon the airport shall conform to all safety regulations of the State of Florida, Lake County, and the City of Leesburg; and shall conform to the requirements of current building codes and fire regulations of said jurisdictions.

(11) Provision that all improvements, structures or facilities built, constructed, or placed upon the airport shall, once commenced, be diligently pursued to completion.

(12) Covenants specifically agreeing to comply with environmental laws and regulations.

(13) Provision that the contract is subordinate to any existing or future agreement between the city and the United States, relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to expenditure of federal funds for the development of airport properties.

(14) Provision prohibiting sublease or assignment of agreement without prior written approval of the city.

(15) Provision that all improvements, structures, or facilities to be built, constructed, or placed upon the airport shall revert to the city upon termination of contract with the city.

(16) Provisions required by FAA or other governmental entities.

***

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 4. Conflicts. All ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its final adoption by the City Commission.

Section 6. Inclusion in Code. The provisions of this ordinance are intended to be incorporated into the City of Leesburg's Code of Ordinances, and sections of this Ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or any other word or phrase in order to accomplish such intention.

PASSED AND ORDAINED by the City Commission of the City of Leesburg, Florida, this _____ day of _____, 2026.

_____
Allyson Berry, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

Business Impact Estimate

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

ORDINANCE 2026-

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 4 "AIRCRAFT AND AIRPORTS", ARTICLE II "STANDARDS FOR OPERATORS AND AIRPORT TENANTS", SEC. 4-19(C) "LEASES" OF THE CODE OF ORDINANCES TO AUTHORIZE APPROVAL OF STANDARD LEASE FORMS AND RENT RATES FOR CERTAIN AIRPORT RENTALS AND TO AUTHORIZE EXECUTION OF STANDARD LEASE FORMS BY THE CITY MANAGER; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

This ordinance amends Section 4-19 of the City Code to authorize approval of standard lease forms and rent rates for certain airport rentals and to authorize execution of standard lease forms by the city manager

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

(a) Direct compliance costs businesses may reasonably incur:

None are anticipated.

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

None.

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

The proposed ordinance is not expected to result in any additional costs or revenue to the City of Leesburg.

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

The businesses likely impacted are limited to airport tenants.

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

This ordinance is intended to increase efficiency and streamline approvals for standard airport facility rentals at standard rental rates.