AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, APRIL 13, 2026 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Electric Department Safety Awards - APPA and FMEA

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 23, 2026

B. PURCHASING ITEMS:

1. **Purchase request by the Police Department for the purchase of specialized equipment from Global Public Safety, a sole source vendor, to upfit four (4) new police vehicles in the amount of $76,106.60.**

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the execution of a $650,000.00 Change Order with Kingdom Construction Services, Inc. for completion of the Susan Street Sport Complex; 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 Construction Services Agreement with Paqco, Inc. for the Leesburg 5th Street Parking Lot Expansion project; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, approving a square footage rate for City-owned individual storage T-Hangars and individual storage Box-Hangars at Leesburg International Airport; setting forth a timetable for future rate increases; approving future rate increases to be implemented administratively; approving ancillary documents, such as hangar wait list policies and applications, to be revised administratively as necessary; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida, approving a form lease for individual storage T-Hangars and individual storage Box-Hangars, at the Leesburg International Airprot, repealing Resolution 6880; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Fruitland Park Development IV, LLC., regarding electric service to a development known as The Enclave at Lake Geneva; 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 the Fourth Amendment to the Consolidated Lease Agreement, between the City of Leesburg and SunAir Aviation, Inc. for the purpose of amending the tie-down spaces that are included in the leased premises, which have changed due to the relocation of Alpha 2; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for and, if awarded, accept the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG)**

Program – Local Formula grant from the U.S. Department of Justice in the amount of $13,729.00 to defray costs associated with the purchase of department equipment; and providing an effective date.

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Water and Wastewater Utility Pioneering Agreement with Trinity Land Company, LLC and all; and providing an effective date.**

7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Inter-Governmental Agreement with Lake County, clarifying Community Redevelopment Agency TIF payments by the Ambulance and Emergency Medical Services (MSTU); and providing an effective date.**

8. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2025-26 Budget for the Carver Heights CRA, Gas and Fleet Services Funds for the Second Quarter; 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 202.6 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (Lake Bright-Brighurst ANNX)**

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 202.6 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street,**

and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst LSCP)

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

4. **An Ordinance of the City of Leesburg, Florida, 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.**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, dissolving the Tara Oaks Community Development District pursuant to section 190.046(10), Florida Statutes; finding that the district has no outstanding financial obligations and no operating or maintenance responsibilities; providing for repeal of ordinances in conflict; providing for severability; and providing for an effective date. (Tara Oaks CDD dissolution)**

C. NON-ROUTINE ITEMS:

1. **Discussion Item - May Meeting falls on an Observed Holiday - Memorial Day**

D. U.S. HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY:

1. **Resolution of the U.S. Highway 441/27 Community Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairperson and Secretary to execute a resolution approving Fiscal Year 2026 Façade Sign, and Landscape Grant Awards; and providing an effective date. (FSL Grants U.S. Highway 441/27 CRA 2026)**

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 23, 2026 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, March 23, 2026, at Leesburg City Hall. Mayor Berry called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. Designate April as Water Conservation Month

Mayor Berry read the proclamation declaring April 2026 as Water Conservation month for the City of Leesburg and called upon all members of our community to help preserve this precious resource by practicing water-saving measures and becoming more aware of the need to save water. Chief Plant Operator (CPO) Al Purvis accepted the proclamation.

3. PRESENTATIONS:

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

Mike Woods, director of Lake Sumter MPO, gave a brief presentation about their 2050 long range transportation plan, that was just adopted in December. It is federally mandated and updated every five years. The 2026 call for projects was issued in January. That is how they implement the plan. The call for

projects is to all partners, and it is submitted to DOT on an annual basis, which is how they develop the funded five-year work program. A new tool developed is the transportation improvement program dashboard, TIP. That is a five-year funded program, approved every year. Right now, it is about $1.5 billion for the next five years. MPO has partnered with UCF, the civil engineering department, and they did a 10-year and a five-year analysis of all the crash data in Lake and Sumter counties in a countermeasure plan to help resolve that. The Long-range plan was adopted in December. Something different this time, it was not a vision plan, more of an implementation plan. They are really focused on top priority projects, one of them being US 441 and Leesburg project, our number two project. They implemented those projects of the plan and nothing else. They were able to fund 13 of the top 20 projects and are able to fund 14 projects through some phase but not through construction. Now we have a new funding source, a transportation alternative funding, federal funds for smaller projects, bike ped, complete streets, safety, and technology upgrades you could enhance a resurfacing project on a county or state highway. It is 2.5 million dollars a year, a good new funding source to use.

Starting with the financials, he showed the difference between 2020 and 2025. Difference in $185 million in the revenue forecast, money they can use to plan projects out for the next 20 years. There is also a big difference in the type of money. State funds significantly decreased from about 650 million over 20 years to about 161 million. Increased federal dollars by about 80%, which does have some consequences. Federal dollars are more expensive to spend especially on county roads if they have not done the PD&E or design to meet federal guidelines. Have to go back and redo those before can move forward with construction or Right-or-way phases. The big increase in the transportation alternative funding, going to use that for the call for projects every year of 2.5 million. Federal planning funds for complete streets, technology improvements, bike ped, and sidewalk gaps.

On the new long-range plan, they separated each project into each phase and implemented each project as funds accumulate in the budget. So, this is new. Usually, they just put all the project in a five-year bucket, like 31 through 35, or 35 through 40 and that gives DOT a lot of leeway of skipping our projects. They do every project by phase and if DOT does not want to follow this, they have to tell them why and get us to amend our plan. So, we are kind of holding their feet to the fire on the funding plan.

He provided the 26 list of priority projects. Give DOT a wish list of our top priority projects. Your 441 project is number three and they could fund that in 2033. For 44 in Mount Dora, the county loaned DOT $10 million and they are going to implement half that project this fiscal year and probably move the rest of it forward way before 2032. State Road 19, the Groveland project from State Road 50 to 455, DOT just announced that project is funded for PD&E and design in this fiscal year. So, that one moves forward. The US 301 corridor enhancements in downtown Wildwood, the city loaned or donated $5 million to the department to move that project forward. It is a resurfacing project enhanced with three roundabouts, mid-block crossings, and, big wide sidewalks on both sides of main street for the city of Wildwood, which is now the third largest city in Lake and Sumter Counties, right behind Leesburg. So, going to your project, number three, they were able to fund that for construction in 2033. He thinks that project was first designed in 2008, they were buying property in 2003. Then had to turn it down he thinks for utilities. They tried to bring it back in 2014 or 15 but it is going to need a re-evaluation. They just resurfaced that whole section and it looks really nice right now. They are working on the turn for Dixie, so they are doing a lot of improvements. He asked if the city would be willing to help finance the re-evaluation? Probably going to be about $1.8 million. Look at the design, see if the design still fits what is out there today and what you see there in the future. With the citrus plant closing down is that something that is going to affect this roadway? Do we want to look at the design for that? So, that is kind of the question, not immediate, but we need to start talking about that. And then does the city want to advance that project? Is it still your top priority? Do we want to advance that with some local funds? Get it implemented in 2029 or 2030? Is that something that is desirable to the city? You do not need to answer

tonight, just something we should talk about with the department. But first phase is, let's get the reevaluation moving forward.

By the time project number five is funded, we will be updating this plan again. So, this was a short-term implementation plan to get our top priorities on the books and funded. So far, it has worked really well with the infusion of local funds. On the rest of the list, there are four county projects in Sumter, US 441, in Mount Dora, and Wellness Way in South Lake. That is their 2026 list of priority projects, and it probably will not change for a couple of years.

Projects for the TA funds, really specialized funds, federal dollars, the sidewalk gaps, median improvements, access management, existing roadway enhancements, safety, operations, technology improvements, complete streets, and trail projects are not for capacity. That money is coming in 2032, the new fifth year of their funded work program. It is out there a way, and this will happen every year; $2.5 million every single year.

As he mentioned earlier, the call for projects is going on right now, opened in January. Looking for applications through March. Will have a draft for the board to look at in April and a final in June.

Commissioner Pederson said it surprises him that State Road 27, south of Leesburg is not on there. We get a lot of complaints about it. He drives all over the county, Central Florida, and it is a mess. He does not know how to describe it. Not a criticism, he just brings it up for discussion. It just surprises him that it is not even on the 10-year, or 15-year radar. That has got to be corrected in some form or fashion. **Mr. Wood** said that is the question: What are your top priorities moving forward? These are the kind of legacy projects we are trying to fund. **Commissioner Pederson** said 441, has been talked about and you said what, 2003? He remembers the state bought all the land and he thought it was on the MPO 5-year plan and it fell off. **Commissioner Burry** agreed it is a long process. **Commissioner Pederson** said he is just surprised Leesburg does not have more on the radar. **Mr. Wood** replied that is the point of this. We need to talk about what are the priorities moving forward. We have been doing this list of party projects for a long time. It used to be like a billion-dollar list. Every year we submit a billion-dollar list to DOT and they kind of scratch their heads. We have 20 million we can spend. We have a lot of projects already cataloged probably for you on some of the table list safety and operation TISMO complete streets, trail projects, and bike ped so you do not have to reinvent the wheel. MPO has been collecting projects from our partners for years and years.

Moving on, he spoke about a new tool they developed. He is sure your constituents want to know what is going on right now so, he showed their transportation improvement dashboard. It is a one-page interactive dashboard that has every funded project in Lake and Sumter County right now that are using state and federal dollars. There are 140 projects right now. As you scroll the list, you can click on it, or expand it. All the data is right there. What year things were funded, the funding types. On the map you can zoom in zoom out and as you zoom in you can focus on Leesburg and the middle column on the left of the map will just list the projects that are in your map. It is a great tool, always updated, pretty transparent and an easy tool to use. There is also about a two and a half minute training video on how to use it, how to make it your tool. You can always be up to date with your citizens when they ask you questions.

He provided some of the impacts of growth and population increase in our area from DOT. Looking at the volume to capacity ratio in our network, the increases in employment and increases in population. The three big areas that are concerning are South Lake and Minneola, Clermont, Minneola, Southwest Villages and Wildwood area, and north of Leesburg. You are kind of the epicenter of all the transportation needs and growth in Lake and Sumter County right now. So, what you are feeling is

correct, there is a lot of impacts going on right here. So, what does this mean? Our funding is decreasing. Gas tax revenues, our main source of funding for transportation are continual decreasing. The number of needs are growing and DOT, District Five is looking for interim improvements something that improves congestion right now. Intersection improvements, technology improvements, we are almost to the point where we need a traffic management center that is manned with traffic experts so they can adjust signals on the fly. It is going to be a combination of adaptive and manned surveillance of our traffic signals and corridors. We are almost there, probably five years away, but funding is still decreasing even as our population increases. They are looking for smaller projects moving forward. Maybe we do the top five intersections of the Leesburg area and submit that as a project. **Commissioner Pederson** said if we could fix the intersections at 27/48 and 27 / Dixie South Street. That is what is causing a big portion of the backlog. Are you saying this funding could become available sooner if we work together? **Mr. Woods** replied that it is a partnership. It is local funds, state funds, and federal funds. And as we fund the top priorities in our 2050 plan, our next one should look different. **Commissioner Pederson** asked if these intersection improvements are ranked right now? **Mr. Wood** answered this is what they want us to look at. We have to be realistic about the funding and so we have to design a new set of projects moving forward and they have a new tool for that too.

The state 19 project in Groveland, which is their number one freight project in Lake County, 20% truck traffic on 19. He did a little study in Webster 471, trying to do a complete street project there, 45% truck traffic on that road. They are still working on I-75 from Wildwood North building the auxiliary lanes right now, and then the next stage of improvement where they are going to look at the median special use lanes. That is the next improvement for that section.

Moving to safety, UCF approached them to partner, kind of a unique area, on the fast-growing rural roadway network and large population of seniors. It is a pretty desirable place to study. Have had three or four projects through with UCF and one of them is the Vision Zero Safety Action Plan. They studied the 10-year and five-year historic crash data for both Lake and Sumter County for all the roadways. They did a policy element in their long-range plan and are looking at the fatal and serious injury crashes and how we can reduce those. Again, they presented this in April as a draft to the committees and board. It is April 8th for committees and April 22nd for the board and back in June for final approval. But the numbers are not great. Right now, our fatal and serious injury crashes are about 4.4% of our total crashes, which beats the state average by of 2.4%. It beats Orange County which is 3.1%. So, there is an issue with safety, and it is something to address with planning moving forward. There are four types of crashes that constitute 85% of the crashes, which are runoff road, left-hand turn, rear ends, and angles. Those are rural roadway crashes usually and about 70% of our network is rural. So, we do have a rural roadway network problem. The three elements of the network are corridor, segments, and intersections. They are identifying the high injury network and will be able to use this in their planning efforts. Going to take our congestion management process, which is traffic data and volume data, combine it with the safety data and identify all the hot spots in our area and do countermeasures to help fix that. The top 10 worst intersections in the area are all in Sumter County. For every corridor segment and intersection, we come up with a countermeasure strategy on how to fix it for everyone. And that is going to be contained in the vision zero dashboard, kind of like the TIP dashboard. Going to be one-page, easy access with all the data. All we need is the money to implement it.

So, what is the schedule? The call for projects was in January, taking applications right now. In April, will have the draft LOPP, List of Priority Projects. Going to have the draft congestion management process tool. Going to have the draft transportation improvement program. So, a lot of things coming before the board in April. We will go for public review in May and final adoption in June.

Commissioner Pederson said this was very informative. He has been on the commission seven years and

thinks this is only the second time he has seen this presentation. Leesburg residents are complaining a lot about traffic, and he drives all over the county, and it just surprises him that 441 and 27 are not listed higher. **Mr. Wood** said there was an issue district wide that their model has not completed yet, a traffic forecast model, the CFRPM. It is a year late and will probably wrap that up in June. They were doing the new long-range plan without the model which is unusual. So, having that they will be able to move forward soon as that is done and work on a new list of priority projects.

Mayor Berry asked if Highway 27 has been the major concern and complaints, how do we get that on the listing if this is the list of projects now and the same dollar amount will be allocated again for next year? Is that what we are concerned about? **Mr. Wood** replied funding 27 would be a capacity project. Right now, they are funding the top priority, but they should probably amend the long-range plan and look at it again. Their goal is funding these legacy projects that have been top of our list since he has been there and start fresh next time. Bring some more money to the table.

Commissioner Burry asked for clarification on the slide with the circles. Exactly what does that represent? **Mr. Wood** said it is a demographic representation of the impacts on our transportation system based on volume to capacity ratios on existing highways. Employment increases and increase in population in these areas, which is a concern for DOT and the MPO. **Commissioner Burry** said looking at this, 27 south of Leesburg is not a problem according to this. Is that correct? **Mr. Wood** said on a bigger picture, Yeah. **CM Minner** added this is really an important point. He is not advocating we have traffic problems or do not have traffic problems with this statement, but thinks it is one that everybody in the room needs to at least have a perspective on and what we are battling against. We are battling against growth in the region, we are battling a road network in the region and we are battling on the state for funds to improve the roadways as these get bad. All those things are in conflict with each other. Obviously, the state does not have enough money to go around to fix roads and they are focusing on areas in the region that are the worst first. If you look at the map, what we do not want to see are the yellow and the red segments, where that is identified as bad areas. So, what we have in Leesburg is historically bad areas that we have always talked about; Singletary Park and of course the ever-popular 27/48 or 44/South Dixie interchange. These have been a problem forever. So, all the PUDs, all the growth areas we talk about are outside the circle. That is not saying we do not have problems in the future, but it says for right now pretty much our segment of 27 from our ISBA coming down into this area, the interchange we got green sailing along this tributary until we get higher up in the area. Again, that has been a historical problem. When you take these problems and put it into the region where there are higher priority issues, you see that and then you also see that 441-widening project, which is this segment, is still green. It is been a project on the books since ‘03. He would probably argue that the city killed it in '08 and the city brought it back; Bob Bone was really instrumental in the one talking to the commission about making it a priority again. That happened in the 14–15-time frame to where we did update our PD&E for water, sewer, and electric relocation. So, that project has always been on the books since we brought it back, but he would argue it has not really made it to the top because it constantly gets beat out by other problem areas. He would look at that map completely different. He would not say we have humongous traffic issues. That is a concern, but when you take the Lake and Sumter region and look at it cumulatively with the limited funds, there other pressing issues and that is why 27, Dixie, and Singletary Park get passed up because for now those funds are going other places. **Commissioner Pederson** added that if we could fix the intersections, that would solve a lot of it. **Commissioner Burry** said it was mentioned traffic signalization. Is that something that could potentially fall in that $2.5 million? **Mr. Wood** replied they did a gap analysis in their long-range plan or TISMO, element traffic systems management operation, the new term for technology upgrades. They mapped the gap analysis where fiber is needed. Right now, you have a TISMO project north of Leesburg on 441/27. They are probably filling the gap and doing new signal hardware. Sure, they do not advertise a lot of what they do, but they are upgrading equipment and that should be one of our main priorities moving forward. That and

start discussions on the traffic management center where we have some control over what is going on.

Commissioner Connell said listening to everything tonight, there is a traffic problem on 27 from 48 down to Dixie, especially in peak hours. There is a problem there both north and southbound. If there is an accident, forget about it. There is no way to bypass that stretch, it is just a complete bottleneck from South Leesburg into if you want to refer to it, older Leesburg, no way to bypass it. The more traffic is going to be added to that stretch of road through annexation is just going to magnify this problem more and more and more. This is a project that is worthwhile to look at. Do not know how you really fix it, cannot really widen the road in some parts or you would be in the lake. The best way to fix it is to create a bypass across Lake Harris, but that is not going to happen, but that would alleviate a lot of the issues. But there is a major traffic issue there and that road is going to continue to get busier and busier. Not sure what we would need to do to make it more of a priority on MPO's radar to retake a look at that strip. **Mr. Wood** said they did analysis there, 2018 maybe, think we recommended a roundabout at 44 and 27 and or Main Street and 27 and some other improvement. A lot of it was enhancements, but think technology is going to be our friend on that corridor. Make sure we fix all the gaps and have latest traffic signal equipment. That is going to be our fix especially when there is no place to go and a bypass is not feasible at this point. **Commissioner Connell** added one other intersection is 27 Dixie but on Dixie coming up to turn left to go south on 27. That turning lane is terrible. You sit there at the intersection for 10 to 12 minutes just to get through the turn. **Mr. Wood** said it has been bad for quite a while.

Commissioner Pederson asked for clarification. Did you say that the state decreased funding? **Mr. Wood** agreed funding is decreasing. Gas tax is just on a continual downward spiral. Our vehicles get better miles than they used to. The state gas tax is indexed to inflation; the federal gas tax is not. They have never indexed federal gas tax since ’92. **CM Minner** added that it has probably been Phenomena-ish since COVID. He thinks COVID is probably the first one where we started seeing sales tax and gas taxes started dipping because people stayed home and it never really rebounded after that. Gas taxes had always been a growing revenue source in reconstruction, but he would say at least since COVID we have seen that those gas tax dollars are not elastic. They have been shrinking.

Mr. Wood said on County Road 44, there is an active project right now adding a safety project. He could not find any information on the Lake County website, but there is a study on there under their complete studies on engineering section and they detail what they are going to do. From numerous left hand turn lanes to paved shoulders, clearing and grubbing to the right of way line, better signage. And they are doing it with $2.7 million federal dollars, $72,000 in local funds. **CM Minner** said if there is anything he can underscore, especially Commissioner Connell, I am not advocating that we do not have a road problem. Comparatively, we are at the end of the line because when these data are shared with the MPO and other people outside our region, when we vote on projects, and we have to vote on limited resources, stuff is getting shifted to priority projects that make the list where you see the yellow and the red. So, do not say Minner said that we do not have road problems. Minner said we have a political issue because our problems are not as comparatively bad as the region. Therefore, when the region through the MPO votes on priority projects, our projects do not get as much weight because they are not yellow and red. They are not supported by an equivalent population base and its limited dollars. So that means even though we are annexing all this stuff, our population base has not grown to where we are going to pull dollars away from South County or The Villages. That is the problem. **Commissioner Connell** said adding additional property to the city, which in the long run is adding more traffic, does create more of a problem.

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!

Mario Nappa, Legacy of Leesburg, wanted to make a request related to the proceedings later on. Mayor Berry has received three letters from the Lake County commissioners and the remaining commissioners here received emails regarding the three applications scheduled for consideration this evening. He respectfully requests that these recommendations be read prior to the vote on each of them. If that is not preferred, he has obtained the letters from Commissioner Smith and the county attorney to read them during the public comment portion. Thank you.

Max Parker, Slowood Drive, wanted to come to do a couple of things. He wanted to thank the city of Leesburg for two events we had downtown. The first one was on March 8, they were granted permission to have a birthday celebration, a 100-year birthday for Ms. Agnes Berry. That event was very well-supported by the city and a lot of participants. We also want to thank the deputy city manager, Commissioner Berry, and also Commissioner Reisman for their support. Also, during this time, he thanked Travis and his team of Ray and Tim for what they did by setting up everything. The second event was this past Saturday, a V-Max One Community event. We brought a nonprofit organization in from Spring Hill. They brought a lot of people, a lot of talented young people who executed very well on the stage. Thank you to the businesses on Third, Market, and Main Streets for allowing us to have the event there. It was again, well attended. A majority of the folks from Spring Hill had never been to Leesburg before, and they enjoyed our downtown. They spent some money here, and they enjoyed going back to Spring Hill, talking positively about this great city. Thank you very much.

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.

Items pulled for discussion:
5.c.6 Approval of Budget Calendar for FY 26-27;
5.c.9 Road Transfer Agreement with Lake County; and
5.c.10 Waive and release code enforcement fine and lien against 1215 W Dixie Avenue.

Commissioner Reisman moved to adopt the Consent Agenda except for 5.c.6, 5.c.9, and 5.c.10, and Commissioner Pederson seconded the motion.

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held 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.

ADOPTED RESOLUTION 12,204

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.

ADOPTED RESOLUTION 12,205

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.

ADOPTED RESOLUTION 12,206

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.

ADOPTED RESOLUTION 12,207

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.

ADOPTED RESOLUTION 12,208

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.

ADOPTED RESOLUTION 12,209

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

ADOPTED

Commissioner Reisman introduced the item to be read by title only. CC Purvis read the item by title only.

Commissioner REisman made a motion to adopt the item and Commissioner Pederson seconded the motion.

Mayor Berry requested comments from the Commission and the audience.

Commissioner Connell said he pulled this item regarding the mention of a Friday. **CM Minner** replied there are no Friday meetings. That is an administrative note that staff will get the budget out to you on Friday, June 26. Commissioner Connell thanked him.

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

Five yeas, no nays, the Commission adopted the FY 2026-27 budget calendar.

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.

ADOPTED RESOLUTION 12,210

Following the approval of all items on the Consent Agenda, Mayor Berry said she failed to pull one item off the consent agenda as she had some questions.

CM Minner said the Mayor would like a motion to reconsider item number 5.c.7.

Commissioner Burry made a motion to reconsider item 5.c.7 and Commissioner Reisman seconded the motion.

The roll call vote was:
Commissioner Burry Yes
Commissioner Pederson Yes

Commissioner Reisman Yes
Commissioner Connell Yes
Mayor Berry Yes

CM Minner stated so, now item 5.c.7 is unapproved, and we need a motion to read and approve.

Commissioner Reisman introduced item 5.c.7 to be read by title only. CC Purvis read resolution by title only.

Commissioner Reisman made a motion to approve and Commissioner Burry seconded the motion.

Mayor Berry said in the presentation detail she noticed that the proposed rental rates for Sleepy Hollow's estimated revenue would be $20,000 and Susan Street $40,000. She asked if these dollars would come back to the general fund or would go back to CRAs. **CM Minner** replied that it is a general revenue of the city. Even though the CRA is paying for it. It is located within the CRA district, allocated the construction project with CRA dollars. It is a CRA operation, but the maintenance and operation of the facility is in SOP, standard operating procedure, which would fall under recreation, which is in the general fund. It is going to be operated and run through the general fund. So those revenues should go into the general fund of the city. **Mayor Berry** asked what of the TIF money that comes through. Would that still go to the CRA or would that come to the general fund? **CM Minner** responded that the TIF money stays in the CRA and is paying for the capital dollars. The miscellaneous revenues they pick up from user fees would go into the general fund of the city and then subsidize the recreation department for the maintenance and operations of the park. **Mayor Berry** asked, as we grow, and the area gets populated, and more people come to visit, is that more revenue for the general fund that we can then pay back some of the funds from the CRA? **CM Minner** replied, Yes, the money would be eligible to go back to and repay the CRA, but you will never collect enough revenue to do that. Even if we grow tremendously, those projects are always going to be a loss-leader. Those honestly are nuisance fees, but we have those fees in place for use to help cover some of our costs. He does not think you will ever see a day and time when any of our recreational facilities cover their own costs. They are subsidized by other general revenues of the city and probably will in perpetuity.

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

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

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.

ADOPTED RESOLUTION 12,211

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.

ADOPTED RESOLUTION 12,212

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Connell said he spoke earlier to the city manager and asked him to explain. **CM Minner** said this agreement is pursuant to the 2013 ISBA agreement. As part of that agreement in the transportation section, the city agreed to accept the dedication of certain county roads that we would have annexed 50% of the road frontage. That is a little bit of an oddity in the way the language was written, and we had public discussion about this several months ago. Pending your feedback to me that was presented to the county and these were ultimately the roads pursuant to the ISBA agreement that the city needed to adopt. To kind of veer off, he thinks that the greater concern was in the discussion with the county at the time there was the county's want to shed many of their county road networks. The greatest being those that are major county roads such as 48, 33, and 19, which really does not affect Leesburg. But at that time, we internally had that discussion with the county, and publicly with you that the intent of the ISBA was not for the county to shed major what we will call arteria roads like 33 and 48. Specifically, those roads because they cut through Leesburg and some of our development is over them. He thinks the intent in that was that the county saw through the agreement those roads being county roads. Local roads being roads that get you within the city, not city to city within the city to a county road. County road gets you city to city and then obviously, state network roads get you outside of that. So, 48, 33, 19 those being county
roads, he does not think the ISBA ever really contemplated that those roads would be shifted. As we reviewed the language in those agreements and some of the way it was date specific because much of the annexation for example, the county wanted us to adopt all of county road 48 from 27 to the terminus, which is the county line, and our position that we discussed publicly was no that is not our road and moreover we already have 50% of that road annexed. We annexed Secret Promise back in 2003 or 2006 that already locked in 50% of that, so that agreement came after that. He thinks the intent was yeah county road network, so the county ultimately agreed to our interpretation of that and their road request list pursuant to the ISBA, significantly shrunk to roads that are not regional transportation or arterial. So, what was left on the list were the roads that are in your packets. Portions of Busby, portions of Number Two, portions of Dewey, portions of roads that are not transverse, but we had annexed 50% of that road total between them. Think we are contractually obligated to take on these roads pursuant to the ISBA. Should you fail to annex them, he does not know what the ramification of that is. Do not think you would be in compliance with the agreement. And where does that lead you? He does not know. Would the county sue us and are they going to take away the annexations that we have done? Probably not, but the cure is probably going to be some big long litigious process where we are forced to take what is before you tonight. So, A) we have to do it or B) what is the concern or, you know what kind of cost we have associated with taking on these roads? That was the specific conversation he had with Commissioner Connell this afternoon. The number they came up with was about 20 to 25 grand annually to take on these roads. That is probably a reasonable number, but it is a misnomer in that it is not going to be on an annual basis of those funds going out. Budgetary wise, it is not going to have an impact. But when these roads do, say, in five, ten years, when the road needs an overlay, you are going to see us

spend a hundred or 300 grand on this road all at once. You divide that over the course of the life of the road.
Do not think that this is a financial burden for us. It is contractual, and over the course of time, he does not see that these are major concerns. He will not speak to Commissioner Connell's concerns, he will let him bring those up. He does think that the commissioner was concerned about what if we had to widen these roads and those types of concerns. He does not see that as a greater concern as most of the design of the concepts that we have, we see major primary exits onto other county roads or on 27. Do not see we are going to have a backlog as a major problem of a force to take and if we do, then we probably have other planning processes or other PUDs that will come up along these roads or other projects. Not saying we do not have that exposure, but today he is not overly concerned about it. The action is to accept these roads which were triggered by the ISBA. **Commissioner Connell** thanked the city manager and said he touched on several of his concerns. There is an annual maintenance of 20 to 25 thousand, and he said an overlay of one maybe $300,000 if the roads ever need to be widened. His understanding, through conversation with the city manager, is that the county transportation fees would not be available to us to widen these roads since they are not county roads. Therefore, that cost would fall 100% on our taxpayers. It goes back to what he has been saying for years: that growth is not paying for itself. If we had to widen these roads or even overlay them, those expenses are coming from our taxpayers and the majority of our taxpayers do not want all this growth. To burden them with forcing them to pave roads or widen roads to accommodate growth they do not want is ridiculous. He understands we are stuck here because of the agreement with the county, but he would really caution the city in the future on annexations to keep this in mind that you are absorbing forever cost by taking these roads by annexing all this property on these roads and saddling our taxpayers with paying for them when they do not want them to start with.
Looking to the city attorney, he said he guesses we do not have the option not to accept these roads. In the future, he would really like the commission to consider on all these annexations that it is not just the traffic that all these houses cause, but it is the additional incurring costs every year to accept these roads from the county. To maintain them and to widen them or whatever we might have to do that is going to be charged to our taxpayers to take care of. **CA Watson** said to touch on that, as Al said, there is a provision in the ISBA that addresses annexations and roads that need to be taken on by the different cities that are parties to the agreement with regard to the annexations and when they hit that 50% trigger. We did look at that with the 48 issues that came up to kind of examine that provision. And, yes, it is in there, and it is something we have got to comply with. He does not recall if maybe there is a dispute resolution process, if there is a disagreement among the parties as far as how that plays out. Does not have the ISBA in front of him, but it is true there is that provision in the agreement. That is what triggered this. There is that obligation on the city's part to comply with what it said. **Commissioner Connell** asked the city attorney, if in his legal opinion, we have to accept these or is this something we can postpone for a couple of weeks for him to research it to see if we could have a way not to accept them? **CA Watson** replied if we postpone it for two weeks to look at the ISBA, it does not upset him. He does not think it necessarily upsets the timing of anything. He is not very hopeful that he is going to find anything from what they looked at before, but he is absolutely happy to look at that deeper in the next couple of weeks and report back at the next meeting. **Commissioner Pederson** asked does the agreement deal with the split of impact fees? We are taking on the roads because we approved development. **CM Minner** replied no, the impact fees are county road collector road impact fees that go squarely to the county. They are county impact fees, not the cities, and the agreement is pretty explicit, it says we will take the roads. **Commissioner Pederson** wished the agreement spoke to some kind of share on the revenue. **CM Minner** said this portion of the ISBA was not approved by anybody sitting at this table. It was approved in October 2013, and actually, County Commissioner Campione, as chair, signed the document and in 2013, and the contemplation was not massive growth. The contemplation of that agreement was as the county seeking growth, as well as the county being not the political subdivision of Lake County, but the region of going through a recession going through a no growth time period. Understanding that, at that time, the construction industry and the service economy of the region was significant that the agreement

was birthed with the concept of how do we plan. So, contrary to popular belief, the ISBA is actually a planning document, and it shared responsibilities of how to plan for future growth, and its major contemplation was how to plan for fire services. it. So, it was knowing that the county is not in the utility business, let's form these boxes, we call it inter-service boundary agreements on what the city is going to take care of these areas and, through annexation, the city would do this, the county would do that. That was the quid pro quo. One of the trade-offs was non-contiguous annexation, provided cities are going to cover some of the roads, and his opinion is that document contemplated that it was not shifting arterial roads it was shifting smaller roads. You have these roads, Bridges Road from US 27 to the turnpike, that little stubby section right now where there is not a lot of growth and that probably will not need widening because it is a transversal road. Busby Road again, Dewey Robbins, Duncan Road, Number Two, Poe, and Windmill. Not going to say that there is not a potential problem, but the contemplation is these are roads in the future that are going to work more like local roads, which would be our responsibility to manage. That was the contemplation of the agreement and in '13 we agreed to that and there is really no getting out of it. We can put it off for two weeks, but we are going to come back with the same answer. You got to take the roads. **CA Watson** added that there is absolutely a component of having to take roads in that agreement. **CM Minner** said we beat the county up, and he thinks we were pretty successful on what roads we are willing to take. If you notice, this list is substantially shorter than the one we presented to you back in August or September sometime, and we had a long conversation about that. That agreement being the ISBA does not contemplate 48; that is a county road and it stays a county road forever. Think the county has now accepted that. So, the list that you have is after our response back to them, like four months later, unfortunately not fresh in our minds, but four months later, okay, the county is like, Okay, we see your point, here are the roads you need to take. Upon our review, we are like yep, those are the ones we need to take. **Commissioner Pederson** thinks you have done a good job on it. He just wanted to bring up the funding issue, be sure we were crystal clear on that in this agreement. If there is no way to share revenue then we do not need to kick this thing down. **CM Minner** added there is no contemplation in the ISBA about money and, because there is a lack of contemplation about money in the ISBA that means we go the course and the course is actually we collect the impact fees for them, and then we deliver it to the county. Then the county spends it on roads and remember, they have the district plan. Again, you do not see massive county road construction because the county has not collected massive amounts of impact fees in our district. We are the biggest city in our district, and we still grow at about 30 units a month. That is not a whole lot of collector road impact fee money to go towards these improvements. Now, if you look at South Lake, that is a totally different animal. They have collected millions of dollars and you see in their five-year program how they programmed it out. So, the agreement does not speak to money, which means they get to keep their collector road impact fee monies that we collect and transmit to them for their roads. And we have to use our general fund dollars or our local option gas fund dollars to do road improvement projects or maintenance or improvements or widening, and our strategy is to try to get the developers to do as much road construction as possible. Through our PUDS we are pushing off road construction as much as we can. **Commissioner Pederson** appreciates that, and said if we were able to renegotiate this ISBA in any form or fashion, he would hope we could try to tweak the impact fees and split taxes differently. **CM Minner** said the ISBA retires in 2033. **Mayor Berry** asked if it possible to have more roads added to that within that time frame? **CM Minner** answered yes. There is a possibility as we continue at annex that we are going to trip the 50% threshold. There are a couple of roads here technically where we do not trip the 50% threshold. Think Poe Road is one of those, but we know we will, or it is arguable that we already have. Frankly that was brought to his attention by planning and zoning and his administrative recommendation to you is we have already tripped that threshold. There are certain roads that we might as well go ahead and take now and those are De Minimis, by the way. But the roads on your list tonight are bona fide roads that were tripped by the ISBA that need to become city roads pursuant to the agreement that was dated back to October 2013. He understands wanting a delay, but no offense, he does not think a delay sends the right message to the county. He has been asked on more than one occasion about the status of this since receiving the email

from the county attorney.
Commissioner Connell said he just wants a 100% opinion that we have to take these because he obviously is opposed to taking them. It is an additional burden on our taxpayers to maintain, widen, resurface or whatever these roads forever and the developers are long gone. Our existing taxpayers are going to have to pay for these things. But obviously, if we have to do it, we have to do it. **CA Watson** mentioned that he had the same question at the last meeting had we tripped the 50% threshold on those roads. And, again it was pretty clear that once you hit that 50% you have got to take the road. **CM Minner** said we weaved out the questionable roads. **CA Watson** said his main thing was he just wanted to make sure it was all ISBA roads and that the threshold was there. **Commissioner Burry** said not to muddy the water, but we have about what seven community development districts within our PUDs, right? **CM Minner** responded that pretty much every PUD we have done is flipping over and forming a CDD. **Commissioner Burry** asked in those CDDs when those roads start to have problems, are they the city of Leesburg's problem? **CM Minner** said unfortunately, the answer is it depends. Some of the PUDs were written such that we did not take dedication. Then we got into a pattern where the language in the paragraph has always been may and some PUDs, Arlington Ridge for example, do not think we have those roads. Lake Denim Estates those are ones where again we have not taken dedication. We forced the developer to fix some stuff but assume they are probably going to be coming to us now that they have been fixed. It is a "may" and it really is incumbent upon the developers to come in and remind us that, hey, dedicate these roads. So, that answer back to you is going to be it depends. Some of the projects, public works, since we have kind of taken a different approach to them are all going to be our problem someday, so, we might as well just take these in. We have paid a little more attention to road construction so we know that when it is taken by the city it is done. At this stage going to say, it is incumbent upon those developers that once they get their sign off and their COs on housing that they come back and execute their deed to dedication.

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

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

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.

ADOPTED RESOLUTION 12,213

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

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

Mayor Berry requested comments from the Commission and the audience.

Mayor Berry asked if we had a dollar amount on the fines? **CA Watson** said he did not have the dollar amount, but that number is pretty high at this point. This one has been going on for a little while, probably about a year and a half. We have had a couple of orders; we have had an appeal. We have arguments about whether notice was given and arguments about whether he was originally directed to put the vehicles there to assist with some other problems that were ongoing on the property. A lot of arguments, a lot of time, and a lot of money to be spent if we continue arguing about all of these things. So, the discussion was basically trying to encourage this property owner to fix the problem that the city had, which he has now done, thankfully. The problem has been solved. The suggestion was, if you solve the problem, then we would bring your problem to the attention of the commission to see if the commission is receptive to that. This really has just been a litigious situation. We found a point now where the property owner has come into compliance and done what we asked them to do. So, the request was to waive the fines that had been accruing against the property and avoid the ongoing dispute. **Mayor Berry** said, but we do not know how much the fines were. **CA Watson** answered it was $100 a day. **CM Minner** added that it was a big number because it went on for a while, probably talking thousands. **CA Watson** said tens of thousands. **Mayor Berry** asked if it was a situation where the person was not notified? **CM Minner** replied, No, and we will argue about that. So, here is where we are. Remember, code enforcement fines are a tool to achieve compliance, they are not a revenue-making tool. He does not think a governing body should look at code enforcement fines to be a general revenue for the city. It is a punitive issue; we are going to fine you "x" number of dollars a day until you fix that problem. Then, when that problem is fixed, it is right, and it is appropriate for the governing body to wave those fees. Where we start getting into circumstances where he hates to say it, but to coin it this way, where the financial beneficiary of code enforcement problems has been a death, a change in ownership, or something that stays on title where the problem has never been fixed. That is where the long arm of the government reaches out and grabs you and forecloses a property and takes it in lieu of a fine. That is not this case. This case is clearly a stubborn property owner not working with code enforcement and code enforcement doing their job. Ultimately, the code situation was corrected and abated. Therefore, the fine should go away. And the only authority who can remove fines is this body. So, staff recommendation is to follow the attorney's advice and waive the fines. **Commissioner Pederson** said the owner is an attorney, so he can argue it. It is still an opportunity cost, but does not cost him money out of pocket. **CA Watson** added, that is a reasonable point. He is a lawyer, and so that keeps this going. **Commissioner Connell** said his question would be, and he agrees, code enforcement is to gain compliance and not really looking for code enforcement to drain somebody of all their money. But something that struggles on for a year and a half, obviously the owner was aware of it at some point and failed to address it. He does not think it is unreasonable to say, Okay, we'll reduce the fine, but the fine goes down to offset the cost of what the city has in administrative costs on employees. The staff time, attorney, legal staff and mailing. Do not think that is asking too much for him to at least satisfy what the city has in it to get to this point. **Mayor Berry** agreed, that is a good point. **CM Minner** said the rough number is $1,500.00. **Commissioner Connell** said then reduce it down to $1,500. He should reimburse the city for what the city has in expenses. **Mayor Berry** asked if this was an issue where there was an error on code enforcement or something? **CA Watson** replied, he did not think so, but again, everybody says different things. He supports code enforcement in what they have done throughout.

Commissioner Connell made a motion to reduce the fine down to $1,500 to cover the cost of what the city has involved in it. Commissioner Burry seconded the motion.

CM Minner mentioned before your vote that would be an amendment to the motion on the floor. Commissioner Connell agreed, it would.

Mayor Berry said there had been a motion and a second and asked for a roll call.

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

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

Mayor Berry asked for a motion as amended. Commissioner Berry moved to approve the amended motion and Commissioner Pederson seconded.

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

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

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).

ADOPTED ORDINANCE 26-05

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

Commissioner Reisman made a motion to adopt the ordinances 6.a.1, 6.a.2, and 6.a.3, and Commissioner Pederson seconded the motion.

Mayor Berry requested comments from the Commission and the audience.

Planning and Zoning Director (PZD) Dan Miller said this is the Lake Margaretta phase 2 project. It consists of an annexation, small-scale comp plan, and rezoning of about 25.07 plus or minus acres, generally located on the south side of County Road 48 and east of Number Two Road. The project is contained entirely with the existing approved Lake Margaretta Phase one project. The request is for approval of a future development for single-family dwelling units that blend into the density of the surrounding approved project, kind of filling a hole in the donut. Under this request, the future land use application the project is requesting a change from Lake County Rural Transition to City of Leesburg Estate Residential. The zoning application for the project is requesting a change from Lake County R1, which is their rural residential, to City of Leesburg planned unit development. Staff received no substantive comments from the city departments. The school board noted the applicant will be required to obtain a school concurrency reservation letter which reserves capacity for the schools and if at the time of development, adequate school capacity is not available, the project would be subject to a school board city of Leesburg mitigation agreement. Lake County Public Works did not have any comments on the project. Under public responses, we actually received no written responses to the ads and letters that were sent out. Under the terms of the SPUD agreement, the project consists of a total of 70 residences as long as it mixes into the same level of density as the Margaretta one project. No other uses are permitted. These are all detached single family homes. The project proposal will include design standards for the architecture which are included and are shown in the exhibits. A minimum of 35% open space, dark sky lighting, code-compliant landscaping is required as well as the use of either Bahia or Bermuda grass which reduces water consumption compared to this St. Augustine standard. The maximum building height is two floors. There are gutters required for side yards of less than five feet and there are facade samples in your packets. Under site access, shown on the plan, it integrates into the larger product project, and they will be using the same access points. The PUD does require the developer to provide any and all expansions or upgrades to the access points as needed and required by FDOT and or Lake County. And if the city takes that road, then it will be the city at that point. Under recreation, 2.7 acres is required and this includes the primary recreation area with the three amenities, which are a swimming pool, children's playground, and dog park. That is also part of the larger Lake Margaretta project. All utilities have to be on city of Leesburg water and wastewater, no wells or septic, and our utility services have indicated that there is capacity to serve this project. Then, finally, there is the phasing or expiration clause which requires that development move forward with substantial commencement within four years or the product the property zoning will revert to the RE-1 zoning standards. It will not revert the zoning, just the standards and that would be one acre per unit. They have four years if approved today to move forward. The planning commission did recommend approval. Mr. Tom Daily of Daily Design Group is here as well if there are any comments or questions.

Tom Daily with Daily Design Group, 913 North Pennsylvania Avenue, stated he is present on behalf of the applicant. He gave a brief presentation at the first reading and said Dan pretty much said everything else, so he would answer any questions.

Commissioner Connell inquired if Gospel Road runs through this subdivision. **Mr. Daily** replied no, that Gospel Road was a county easement, access to the orange property, but now that we are incorporating that into phase one, they are going to vacate that easement. **Commissioner Connell** then asked about the access of the other two parcels. **Mr. Daily** replied everything accesses off the main entrance.

Mario Nappa, Legacy of Leesburg, wanted to read the letter from County Commissioner Kirby Smith to Mayor Berry and thinks the commission also received the email. He read, Dear Mayor Berry, on behalf of the board of county commissioners, I am reaching out to you regarding concerns associated with the annexation of the above-mentioned property. The rest of that paragraph just discussed the property location. Then the letter goes on to say Lake County is opposed to the annexation of this property into the municipal limits for the purpose of increasing residential density in the area. Leesburg previously annexed a significant amount of property along Number Two Road, including Lake Margaretta phase one and Eagle. If the city council determines that the annexation is appropriate and that the infrastructure is needed to serve, this level of overall density will be provided, understanding that the city council will be considering accepting jurisdiction and ownership of Number Two Road from County Road 48 to the terminus of the ISBA boundary. He guesses that happened tonight. The board is requesting that Lake Margaretta property provide 50% open space in lieu of the proposed 35. Your consideration of Lake County's concern is appreciated, and I look forward to working with you to make Lake County the best it can be. Let me know if you have any questions or need any additional information. Signed Kirby Smith. Mr. Nappa then had a couple comments of his own. When the original project was presented before the Planning Commission, Dan Miller stated that the county was requesting a traffic light be put at County Road 48 and Number Two road and that Number Two Road be widened for the entire length of the development, but he has never heard anything since. Now that Number Two Road is going to be a city road, are you going to still require that traffic light? And then at the county council meeting last year, there was a proposal made by the developer to add a section to Margaretta Estates in the unincorporated section of Lake County, which is contiguous with the section in Leesburg in their earlier map. He said that, according to Kirby Smith, this has not moved forward. For transparency, he would like to hear from the developer what their plans are for this, since it will add to traffic and infrastructure demands on the city of Leesburg.

Mr. Daily said he was not aware of the email Commissioner Smith put out and was also not aware that the county board of county commissioners came up with any action. It is his understanding of what he just heard that this was an opinion by one commissioner, but the board of county commissioners did not take formal action. He would hope that he would have been notified. But, again, this is all within the ISBA, and it just fills out the center portion of this property.

From the audience, Mr. Nappa asked about access to the east? **Mr. Daily** responded that they cannot annex that property because it is outside the ISBA. They had shown access to that property for the benefit of that landowner, but they cannot annex it into the city.

Mayor Berry asked if there were any further comments.

Commissioner Connell asked Dan for clarification, because there were two different statements made. The letter that Commissioner Smith wrote, was that on his behalf only or was that on behalf of the county commission? **PZD Miller** responded he had not seen the letter. **CM Minner** said that was why he stepped out; he went out to grab the letters because of Mr. Nappa's request. We all got copied and just for the public, yeah, we did receive a letter, and he will answer the commissioner's question. In spirit of full disclosure, we did receive a letter from the BOCC in opposition to the annexation that we are discussing at hand. There was not that he recalled a formal vote, and he saw a clip of the meeting. It was done on a consensus basis on the BOCC that there was a general consensus of yes, let's send it because it has been SOP the last year or so for the BOCC to review all annexations throughout the county, and then they opine on it and send a letter out if they are in opposition to such. So, while there was not a formal make a motion to send Leesburg a letter, it was done by general consensus of the BOCC. In this particular case, on this letter he would assume that the letter represents the entire opinion of the BOCC. He does not think that is the case for all the letters but on this one, yes.

Mr. Nappa stated he was not suggesting that they were going to try to annex that east land into the city. Obviously, it is outside the ISBA, but there was a connection point shown on the previous drawing which was taken off. His question is, if you did develop that land, would you access it through the city of Leesburg? **Mr. Daily** responded again, they have no intention of developing that land at this point. The access was shown for the benefit of that particular landowner.

Commissioner Connell said we are talking about 75 more units on a two-lane road, which, again, is adding additional traffic issues. The MPO was up here tonight basically saying that they have no long-term plan at all to address 27 from 48 to Dixie. No plans at all on the books and every one of these little subdivisions is adding additional traffic to a stretch of road that at least some of us tonight acknowledge is a problem. The MPO has no answers, no long-term plans to address South 27; there is nothing on the books. The county commission has asked us not to do this. 48 is another two-lane road. He does not think we need to continue to annex property down in this area and continue to add to a problem that we acknowledge we have.

The roll call vote was:
Commissioner Reisman Yes
Commissioner Connell No
Commissioner Burry Yes
Commissioner Pederson Yes
Mayor Berry Yes

Four yeas, one nay, the Commission adopted the ordinance.

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)

ADOPTED ORDINANCE 26-06

The roll call vote was:
Commissioner Connell No
Commissioner Burry Yes
Commissioner Pederson Yes
Commissioner Reisman Yes
Mayor Berry Yes

Four yeas, one nay, the Commission adopted the ordinance.

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)

ADOPTED ORDINANCE 26-07

The roll call vote was:
Commissioner Burry Yes
Commissioner Pederson Yes
Commissioner Reisman Yes
Commissioner Connell No
Mayor Berry Yes

Four yeas, one nay, the Commission adopted the ordinance.

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)**

TABLED ORDINANCE 25-08

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

Mayor Berry requested comments from the Commission and the audience.

CM Minner gave a brief explanation, saying we counted our days wrong. The long and short of it, we thought we had enough time for advertisement, but on our counting we did not include the time we needed to hear back from the state. So, we just scheduled this hearing too early. This is just a matter of procedure to preserve the proper process, where you open this item this evening, and we ask you to table it. That preserves the time frame, but he is also going to instruct Dan to send out another public notice.

PZD Miller said they have been working with the city clerk's office and this is on us, not on the developer because staff errored. He does not want the public to think this is a trick; we messed up, we counted the days wrong. So, we are doing both processes. Preserving it by opening it and tabling it to a date certain in the public hearing. We will also send out another public notice. So, for those in the audience, this is obviously concerning the Lake Bright- Brighurst annexation and land use on 33. It will be heard in its final chapter on Monday, April 13th.

Commissioner Reisman made a motion to table the ordinances, 6.a.4, 6.a.5, and 6.a.6, to April 13, at 5:30 p.m. here in the City Commission Chambers and Commissioner Pederson seconded the motion.

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

Five yeas, no nays, the Commission adopted Tabling the Lake Bright-Brighurst ordinances.

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)**

TABLED ORDINANCE 26-09

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)**

TABLED ORDINANCE 26-10

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).**

WITHDRAWN ORDINANCES

Commissioner Reisman introduced the ordinances 6.a.7, 6.a.8, and 6.a.9 to be read by title only. CC Purvis read the ordinances by title only.

Commissioner Reisman made a motion to adopt the ordinances and Commissioner Pederson seconded the motion.

Mayor Berry requested comments from the Commission and the audience.

PZD Miller stated the Cronin Dewey-Robbins residential project consisted of an annexation, a small-scale comp plan, and rezoning on 9.26 plus or minus acres. The property is generally located north of Dewey Robbins Road and east of U.S. Highway 27. The request is for future development consisting of 26 single family units. Under a future land use application, the project is requesting a change from Lake County Rural to City of Leesburg Estate Residential. The zoning application is requesting a change from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development). Staff received no substantive comments from the city departments, but did receive from the public numerous written responses to the request from the advertisement, posted signs, and the surrounding property owner letters. Among their concerns and comments were 99% of the residents that live on Dewey Robbins and Turkey Lake Road enjoy wildlife peace and tranquility. Hodges Reserve is not conforming to Dewey Robbins Road or the area, you are ruining Dewey Robbins Road, and the City of Leesburg is ruining their area. Leave the county areas alone, the number of homes and lot sizes are too small. Ranch-style homes on one-acre lots would be better. Again, that is just a summary.
Under the terms of the SPUD agreement, there would be 26 single-family detached family homes on the 9.26 acres. No other uses are permitted. The project proposal is a standard PUD, which includes architecture, 35% open space, dark sky lighting, a code-compliant landscape plan and Bermuda or Bahia grass. Maximum height two floors, gutters required on any side lot less than seven and a half feet, a six-foot privacy fence required on the east and west, and a four-foot split rail on Dewey Robbins Road. There is one access point on Dewey Robbins Road and the PUD would require the developer to make any improvements to Dewey Robbins Road at the access point as needed. There is a requirement for 5,200 square feet of park and recreation land. Of course, all the utilities, as always, are on the city water and wastewater; no wells or septic. And then finally, the standard phasing clause, which is after four years if they have not substantially commenced, it is one acre per unit. The planning commission did recommend disapproval on this one by a three-to-three vote, saying it was not adjacent to existing development and that it should wait for further development of the area prior to annexing and developing the property. Mr. Mike Rankin of LPG in Tavares is present to speak on behalf of this case.

Mike Rankin, stated for the record that he is managing member for Land Planning Group, in Tavares, here representing Mike and Kim Cronin of 6531 Dewey Robbins Road. At this time, he is going to respectfully request to withdraw this project. This project has a great deal of history. Started with 48 town homes in eight buildings with two commercial buildings and then one daycare. They withdrew that and focused on the 26 lots with a dog park and a trail. The difficulty for him doing this is that he loves this city and wants to see good development occur. He is aware that in the area there are other property owners who have reached out to them. His hope is that by withdrawing this project, they can look at the larger picture of infill, as we all realize, with the city taking on Dewey Robbins Road, that there will probably be additional development there. So, he respectfully withdraws the application this evening. Happy to answer any questions. Thank you, your honor.

CM Minner asked if any action was needed? CA Watson replied no. If they want to withdraw their application, it is their right to do that. He does not think that any vote or action is necessary on the city commission's part. He appreciates Mr. Rankin coming up and going through that, but thinks if they are voluntarily killing their application, there is nothing that the city needs to do.

Mr. Rankin said he did not want to flip the chicken switch and send an email or do it over the phone. He

wanted to do it in person. He is a man of integrity and wanted to stand in front of you with an explanation, as well as the public.

Mayor Berry said items seven, eight, and nine are automatically sunset.

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.**

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

Mayor Berry requested comments from the Commission and the audience.

CM Minner said in a quick debrief, we have actually been operating at the airport as far as execution of smaller leases incorrectly, and we have been doing that for about 13 years. So, here is how we uncovered the issue. The airport advisory board has been very active in terms of reviewing our leases, wanting to increase rates, and making sure that the airport is maximizing its profitability as an enterprise fund. In doing so, we noticed that Section 4-9 of the Code of Ordinances is incorrect pursuant to our procedure. So, how did that occur? Prior to his becoming your city manager, the then airport director, Leo Treggi, made a couple of operational changes to that article, Article 19. Before the change, the process was that this body approves major leases. So, when you did land deals, when you did longer hangar deals, the airport advisory board made a recommendation and the Commission acted on that. Then the city manager pursuant to this ordinance, before it changed, executed standard leases on T-Hangars and Box Hangars.

Those are simple leases. There is more turnover, operational, somebody coming and going needing a T-Hangar or Box Hangar for their airplane. Typically, these leases do not include employment, just a person and an airplane, so the code allowed the city manager to sign off on those smaller leases, good for operations. So, we have been operating on that function, and we noticed that Leo changed that, and then this body changed, but we never changed our actions. Leo actually made it so that the city commission had to approve everything. This ordinance changes it back to the way that we operated previously and that we continued to operate even though nobody on staff realized that that change was made. This ordinance promulgates that the commission will approve leases, and it says that the city manager will approve leases for T-Hangars and Box Hangars pursuant to prices that the commission will fix pursuant to a resolution. At the next meeting, you will have this ordinance on second reading and public hearing, as well as the corresponding resolution that promulgates what the prices are for T-Hangars and Box Hangars. So, when you get that resolution and this ordinance at the next meeting, we are going to ask you to increase rental rates pursuant to the recommendation from the airport advisory board.

C. NON-ROUTINE ITEMS:

1. None

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson said he is still looking at some PFAS stuff and trying to get everything in line. The filing deadline is July 1, so, we should be in good shape by then. He is talking to several people and will come back to discuss further when he has more information.

9. CITY MANAGER ITEMS:

CM Minner had nothing further this evening.

10. ROLL CALL:

Commissioner Connell had nothing.

Commissioner Burry had no further comment.

Commissioner Pederson had nothing.

Commissioner Reisman reminded everyone that tomorrow is the Safe Haven Baby Box Blessing at the fire station at 1 p.m. The Chamber breakfast is this Thursday at 7 a.m. See everyone there. April 2nd, we do not have another meeting before that, and that is the fish fry at Mote Morris. So, mark your calendars,

April 2nd. And then also, if you have not been following what Leesburg in Bloom is doing, that board is a very active and fast-moving board. They are working with the Lake County Bee Association to get the hives put in at the library. So that is happening very soon. And, with that, that is all he has tonight.

Mayor Berry stated this past Saturday, downtown Leesburg was busy. The weather was beautiful, the streets were full, and parking spaces were hard to find, which is always a good sign. The blooms and brews drew a great crowd. The line stretched down past Fifth Street, almost to the side entrance of city hall. And over on Third Street, V-Max for the Community and Stir Up the Gift had our youth proudly showcasing their talents through singing, dancing, and modeling in Candy Land. It was great to see people enjoying our stores and shops and being drawn into the big energy downtown. While the turnout was great, she did have one concern. There could have been more visibility support for the young children that were performing. Encouragement matters. Applause matters, and these young people are our future, and they deserve to feel that we are behind them 100%. She understands everyone is busy, but we must do better to ensure unity. It takes all of us, city leadership, business owners, and residents, everyone who understands the meaning of one Leesburg. We cannot move the city forward without each other. So let us continue working together to put this lakefront city on the map as a place where people come not just to live but to connect, support and grow together. 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 Pederson, the meeting adjourned at 7:33 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: April 13, 2026

From: Cliff Kelsey, (Public Works Director)

Subject: Purchase request by the Police Department for the purchase of specialized equipment from Global Public Safety, a sole source vendor, to upfit four (4) new police vehicles in the amount of $76,106.60.

Staff Recommendation:
Staff recommends approving the purchase of vehicle equipment from Global Public Safety to upfit four (4) police vehicles, in the amount of $76,160.60.

Analysis:
The purpose of this purchase is to allocate this equipment to four (4) new police vehicles that were purchased for new police officers.

Procurement Analysis:
Global Public Safety is a Single Source vendor.

Options:
1. Approve the purchase from Global Public Safety for $76,106.60; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The current Fleet Capital Projects budget includes funding for this expense.

Account No.	510-5199-519-6413
Project No.	FLEET
WF No.	WF1677123, 1677124, 1677127,1677129
Requisition	58391
Budget	$80,000.00
Available	$80,000.00

Sole/Single Source Justification Form

REQUESTED BY

Date: 3-24-26 Requisition No.: 57023

Dept./Div. Name: POLICE Contact Name: Lt. Chris Parsons Email: chris.parsons@leesburgflorida.gov

PROPOSED VENDOR INFORMATION

Vendor Name: Global Public Safety

Address: 4240 L B McLeod Rd.

City: Orlando State: FL Zip: 32811

Contact Person: Ryan Rogers

Phone: 407-663-4324 Email: ryan.rogers@globalpublicsafety.us

SOLE VS SINGLE SOURCE PURCHASE

Sole Source—Includes goods and/or services which are propriety, or available from only one source (vendor), and for which there are no competitive alternate. On occasion, equipment parts for replacement or repair services for equipment can be obtained only from the manufacturer or area sales and service outlet of the particular manufacturer.

Single Source—Single source occurs when there is more than one viable source among others in a competitive marketplace, but the City has determined that it is in our best interest to select a particular manufacturer/service provider based on one or more significant business reasons. Some legitimate reasons to single source a purchase may involve the vendor's special ability to provide unique spare parts, unique emergency repair service, or unique knowledge and qualifications, etc.

ORDERING FREQUENCY (Check One)

- ☐ One-Time: applies to a single requisition/purchase order for the current fiscal year
- ■ On-Going: Applies to multiple requisitions/purchase orders issued during the fiscal year.
  Est FY Expenditures: $170,000

DESCRIPTION OF ITEM/SERVICE

Police vehicle equipment (lights, sirens, cages) and installation.

SOLE/SINGLE SOURCE JUSTIFICATION (Check All Entries That Apply)

WARNING: Per Florida Statutes 838.22(2) – "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

- ☐ Vendor is the original equipment manufacturer; there are no regional distributors. Verification from manufacturer is attached.

- ☐ Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
- ☐ Compatibility: The parts/supplies/equipment are not interchangeable with similar parts/supplies/equipment of another manufacturer. Verification from manufacturer is attached.
- ■ Unique Product/Service: This is the only product or service that meets the specialized needs of the department and performs the intended need. This product brand/make/model or service is necessary to maintain operational continuity or for the purpose of standardizing on a product/service. Detailed justification is attached.

GOODS/SERVICES MARKET RESEARCH

What are the specific necessary features/services that this vendor provides that are not available from to meet the required needs/objectives? By using this vendor we maintain consistency in the layout of each vehicle. This is important when officers switch between different vehicles. Vendor is located locally (within 1 hour) and will respond to our location for repairs.

Discuss how similar goods or services are unavailable other vendors? There are no vendors for these items within Lake County. We must deliver/pickup our vehicles to the vendor and they are within a reasonable distance. (others Tampa, Miami, etc.)

Describe your efforts to identify other potential vendors. We have used other vendors over the past decade but their work was not consistent, work was not performed in a timely manner and the product had quality issues.

List any other facts supporting the use of a non-competitive process. Previous vendors did not prioritize our vehicles. Larger agencies were prioritized over us. Global Public Safety does not do this. Please see answers above.

If other vendors offer like/similar goods/services, describe what research (i.e., previous PO's, catalogs, price lists, etc.) you did to determine the price is fair and reasonable compared to competitors. P.O. 536280, P.O. 530853 inflation should be noted.

REQUESTING DEPARTMENT RECOMMENDATION

I recommend that the competitive solicitation (quote/bid/proposal) process be waived and that the goods/services be purchased as a sole/single source.

WARNING: Per Florida Statutes 838.22(2) – "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services."

Dept. Dir. Signature (or authorized designee): Lt. Chris Parsons Date: 3-24-26

Sales Quote

March 6, 2026
Q-246818

Sold To:
Leesburg Police Department
115 E Magnolia St
Leesburg FL 34748-5834
USA

Global Public Safety- FL
4240 LB McLeod Road
Orlando, FL 32811

Salesperson: Red Lovett

Your Reference:
Bill-to Customer No.: C15810
Bill-to Customer Email:
maegan.sanders@leesburgflorida.gov

Vehicles					
Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model
					/

Details				
No.	**Description**	**QTY**	**Unit Price**	**Line Total**
	WHELEN CORE PKG		0.00	
EB2DEDE	LEGACY WCX 54" RW/BW/RW/BW	1	3,028.75	3,028.75
CLBV2V	LTbar-Mounted V2V Sync Module	1	0.00	0.00
C399	CENCOM CORE WCX CONTROL CENTER	1	0.00	0.00
CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD	1	0.00	0.00
C399SP	SCANport KIT FOR C399	1	0.00	0.00
SA315U	SA315U SPEAKER, BLACK PLASTIC	1	0.00	0.00
SAK1	SA-315 MOUNT KIT UNIVERSAL	1	0.00	0.00
	ADDITIONAL WHELEN EQUIPMENT		0.00	
CEXAMP	WeCanX EXTERNAL AMPLIFIER	1	217.50	217.50
SA315U	SA315U SPEAKER, BLACK PLASTIC	1	185.00	185.00
SAK1	SA-315 MOUNT KIT UNIVERSAL	1	0.00	0.00
CHWLFE29	WCX LO FREQ SIREN AMP EXPLORER	1	357.50	357.50
ARGES1	ARGES 5 Deg Remote Spotlight	1	512.20	512.20
ARG50D	DRVR Fender MT Interceptor Suv	1	75.40	75.40
ARGCH1	ARGES Bail MT Control Head	1	228.80	228.80
CEM16	WeCanX 16 Output Expansion Mod	2	168.75	337.50
	PUSH BUMPER LIGHTS		0.00	
I3JC	Trio ION R/B W/ WHT Override	2	157.95	315.90

I3SMJC	Surface MT Trio ION R/B W/WHT	2	157.95	315.90
	HEADLIGHTS		0.00	
VTX609B	Vertex Super-LED Light Blue	2	79.20	158.40
VTX609R	Vertex Super-LED Light Red	2	79.20	158.40
	SIDE LIGHTING		0.00	
PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU	4	90.85	363.40
PSBKT90	STRIP-LITE+ 90 DEG MT KIT	4	19.20	76.80
	REAR LIGHTING		0.00	
WX2230F	6-Light 32" Flat WCX 2250	1	626.40	626.40
DBKT4	Dominator Angle Mount Bracket	1	21.45	21.45
VTX609B	Vertex Super-LED Light Blue	2	79.20	158.40
	ON TRIM PIECE ABOVE TAG (FLASH/BRAKE/REVERSE)		0.00	
TSS0JC	T-SERIES SURFACE MT TRIO R/B/W	2	143.65	287.30
	UNDER HATCH		0.00	
TSS0J	Surface Mount, DUO™ Color, Red/Blue Linear Super-LED® Lighthead, Clear Lens	2	129.35	258.70
	DOME IN PRISONER CELL WITH 2-WAY SWITCH ON CONSOLE		0.00	
3SRCCDCR	3" Round Split RED/WHT Compartment	1	67.60	67.60
	REAR DOME ON HATCH PANEL (SWITCH ON D-PILLAR)		0.00	
3SRCCDCR	3" Round Split RED/WHT Compartment	2	67.60	135.20
	WESTIN		0.00	
36-2125	Push Bumper Elite Ford PIU 2020-25, black	1	411.13	411.12
36-6005W2	Elite 23.5" 2 Light Channel	1	38.50	38.50
	TROY		0.00	
CC-20-UV10-L8	2020-26 PI Utility 18" console, 10" slope, 8" level (no floor plate needed, mounts directly to floor	1	390.65	390.65
FP-WCENCOM-JD	4" Control/Cencom (Sapphire, Carbide)/295 SA,DA	1	0.00	0.00
FP-MXTL2500	3" XTL2500/5000/APX6500 remote 05/07	1	0.00	0.00

FP-USB-2DC	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	1	54.60	54.60
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	1	41.60	41.60
FP-SGTRAY	4" face plate shallow tray with sloped floor; holds smartphone, keys, wallet, sunglasses, etc. 1.75"	1	32.50	32.50
AC-MIC-Z-FPI	Height adjustable, no-holes-drilled L-slot microphone clip plate assembly	2	21.45	42.90
AC-TB-ARMMNT-58	Console mounted height adjustable arm rest w/ 5x8 pad.	1	142.00	142.00
CM-LT-1600	Deluxe laptop tray for computer up to 15"W x 11.5H; 3 lbs. lighter than CM-LT-1500, use w/computer m	1	278.85	278.85
CM-SDMT-SL-LED	Console side ht. adj. mount w/slide arm for docking station	1	382.85	382.85
KIT-TP-SL1U-BB-SS	2020-23 PI Utility US Partition Kit (TP-E-SL1-US-SS, SAB-20-FDUV-BB, KP-UV20-DAP-SS)	1	845.65	845.65
PS-20-UVFX-OS-R	2020-23 Ford PI Utility Plastic seat with OS belts, rear partition (square-hole), with fire compartm	1	1,500.20	1,500.20
DP-UV20-SET	2020-23 Ford PI Utility driver and passenger side door panel set	1	227.50	227.50
AC-20-UV-SET	2020-23 Ford PI Utility driver/passenger side set of diamond-punched window screens	1	168.35	168.35
AC-20-UV-HATCH	2020-23 PI Utility hatch window screen; Square-hole punched	1	112.45	112.45
CP-GB44248-T3	44"W x 24"L x 8"H with 1.5" trim, two draw latch locking handles. Bolts to CP-UV20-MNT-EB/ CP-21TH-M	1	1,074.45	1,074.45
CP-UV20-MNT-EB	2020-23 Ford PI Utility cargo elevated box mount (box can be bolted on top) > Works with 44"W x 6"	1	231.40	231.40
AC-EB-SL-TRAY	2020-25 PI Utility electronics tray, 37.5" wide x 23.6" long.	1	250.90	250.90
AC-EB-TRAY-FENCE	2020-25 PI Utility electronics tray fence Square-hole punch pattern, 37" wide x 5.6" tall for AC-EB-	1	40.30	40.30
	SETINA		0.00	

GK11191B1SSVSCA	Dual T-Rail Mount 1 Small 1 1082E Blac-Rac, Trigger Guard and Receiver ***NEW COLD WIRE TECHNOLOGY I	1	671.20	671.20
	OTHER EQUIPMENT		0.00	
3720	Slimline 1000W Inverter	1	97.18	97.18
MMSU-1	Magnetic Mic Single Unit..1 Single Unit Conversion Kit	2	40.00	80.00
	INSTALLATION		0.00	
INSTALL SUPPLIES	Installation Shop Supplies	1	300.00	300.00
LABOR-INSTALLATION	Installation	40	85.00	3,400.00
	Customer supplied radio and camera system		0.00	
	Main shut-off under the hood		0.00	
	SHIPPING		0.00	
SHIPPING	FREIGHT	1	325.00	325.00

Subtotal:	**19,026.65**
Total Tax:	0.00
Total:	**19,026.65**

Amount Subject to Sales Tax	0.00
Amount Exempt from Sales Tax	19,026.65

SecurePayments

Click Here to Pay

Terms and Conditions,

Quotes are good for 60 days. By signing this document, you are acknowledging that you have verified the descriptions and specifications of the products listed on this quote. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Cancellation of Order

No cancellation of any Order(s) by the Customer shall be effective unless written notice thereof is given to Global Public Safety before the Equipment is delivered to the Customer and unless Global Public Safety agrees to accept such cancellation in which event the Customer shall pay to Global Public Safety immediately on presentation of invoice, a cancellation charge of 25% of the price agreed for the delivery and installation of such Equipment.

In the event a customer cancels an Order(s) for any customized Product which has been accepted by Global Public Safety or due to Supplier cancellation of vehicle(s) order. The buyer shall still be liable for the full payment of the Purchase Price.

REMIT TO: Global Public Safety, LLC
PO Box 69276
Baltimore, MD 21264-9276

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: April 13, 2026

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the execution of a $650,000.00 Change Order with Kingdom Construction Services, Inc. for completion of the Susan Street Sport Complex; and providing an effective date.

Staff Recommendation:
Approve resolution increasing the Susan Street Sports Complex construction budget by an amount of $650,000; bringing the total construction budget to $11,213,259.42.

Analysis:
During the course of constructing the improvements to the Susan Street Sports Complex, Kingdom Construction has incurred overruns in an amount of $175,000. In addition to this overrun, there is a second overrun in the amount of $252,686 (Bleachers - $113,806; 4 Scoreboards -$112,350; and Field Goal Posts - $26,350). Finally, the initial payment of $140,000 for mitigation payments has also caused a project overrun. In total, the projected construction budget is approximately $517,686 over budget, as shown in the chart below.

Original Contract Price	$	10,563,259.42
Kingdom Estimated Overruns	$	175,000.00
Recreation Estimated Overruns	$	252,686.00
Mitigation Bank Payment	$	140,000.00
Adjusted Project Budget	$	11,130,945.42
Project Overage	$	567,686.00
Budget Adjustment Requested	**$**	**650,000.00**
Proposed Adjusted Construction Budget	**$**	**11,213,259.42**

CAUSE OF OVERAGE

Attached to this transmittal is a detail from Kingdom Construction on all credits and debits for the project, which shows an estimated increase of $125,000. However, the bulk of the overrun, and the primary cause of this budget increase, is caused by the "Championship Field" as listed in Items #8 and #21. These items are overruns in excavation (Item#8) and additional rock (Item #21). These two items have solely driven the cost of the project up by $751,250. During the SJRWMD permit review process, the Water Management District determined that the Championship Field was adding additional stormwater pollutants into an area that has an identified "troubled water body." Pursuant to the new rules implemented by the District, effective in two phases — July 2025 and December 2025, it was determined that the Championship Field would need additional rock filtration to remove pollutants from stormwater runoff. While Halff's original design accounted for excavation and rock, it did not account for the amount the District would require under the "new rules." Unfortunately, the new rules significantly impacted the project and the original estimate of excavation and rock was miscalculated by over 100%. Further compounding the problem, was that the project was let for bid at 90% design complete in order to secure a construction contract, pursuant to the Federal grant rules guiding the American Recovery Act Grant program deadline of December 31, 2024.

Understanding the assumptions made and recommended by City management to get the project moving forward, a large $960,963 contingency was built into the project. It was originally anticipated that the other items in this correspondence would be covered by that contingency line item. However, with the excavation and rock overrunning by such an amount, it now requires an overall budget adjustment to complete the project as originally contemplated.

OTHER CONSIDERATIONS

In preparing this request, Staff and Halff looked into other ways to avoid such an increase. Such considerations were (1) switching to natural grass turf for the Championship Field; (2) not completing the other fields; and, (3) using different construction methods instead of additional rock base fill. After such consideration, staff believes that deviations from the original plan will not complete the project with the sports tourism and other use concepts originally sought.

Further, because of other good financial planning and budget practices recommended to the Commission by staff, the financial impact of the $650,000 overrun is de-minimus, as funds are not required from cash or future special revenues to complete the project. In this regard, staff is recommending a shift from the Downtown Parking Lot Project in the amount of $650,000, which came in approximately $1.5 million under budget. Moreover, even with the increase in project costs, the project is anticipated to be complete at $11,163,259, below the next lowest bid presented to the Commission by Carr & Collier at $12,306,470 (see attached agenda transmittal from December 16, 2024).

In closing, Staff, the Contractor and Engineer are very optimistic that the request should be enough to bring the project to completion, as the budget request has been made with some budget tolerances; hopefully allowing project completion slightly below the estimated increase. Checks and balances are also weaved into the project as Kingdom will be required to provide documentation of material purchases and materials will be purchased by the City to save sales tax expenses.

Procurement Analysis:
N/A

Options:

1. Approve as presented;
2. Scale back project parameters — with expenses coming from future special revenues; or
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Provided in report.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE EXECUTION OF A $650,000.00 CHANGE ORDER WITH KINGDOM CONSTRUCTION SERVICES, INC. FOR COMPLETION OF THE SUSAN STREET SPORT COMPLEX; 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 Change Order with Kingdom Construction Services, Inc., whose address is 1102 N Main Street, Suite E, Wildwood, Florida 34785, for completion of the Susan Street Sports Complex.

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 13th day of April 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Date
4/7/2026

PROJECT
SSSC

ITEM #	DESCRIPTION	CO COST TO SUB		TAKEN FROM CONTINGENCY
	Original Contingency Amount			**$ 960,963.11**
1	Electrical Revisions	$ 43,608.00		$ (43,608.00)
2	Shaw added labor	$ 20,650.00		$ (20,650.00)
3	VE Options	$ (194,100.00)		$ 194,100.00
4	Credit for Entry	$ (288,322.36)		$ 288,322.36
5	Revised Drawings - Utilities	$ 145,378.00		$ (145,378.00)
6	Revised Drawings - Mob/Survey/General Conditions	$ 26,200.00		$ (26,200.00)
7	Revised Drawings - Clearing/Grading	$ 62,800.00		$ (62,800.00)
8	Revised Drawings - Undercut/Backfill	$ 341,250.00		$ (341,250.00)
9	Revised Drawings - Undercut/Backfill - Testing Allow (Perc)	$ 20,000.00		$ (20,000.00)
10	Revised Drawings - Lift Station	$ 52,181.26		$ (52,181.26)
11	Revised Drawings - Clear .67 Acres Wetland to Install Pond B	$ 17,963.00		$ (17,963.00)
12	Revised Contract Agreement - Davis-Bacon	$ 39,256.25		$ (39,256.25)
13	Revised Drawings - Fencing	$ 84,804.65		$ (84,804.65)
14	Credit to RCP Pipe	$ (16,165.60)		$ 16,165.60
15	Electrical Davis-Bacon	$ 59,400.00		$ (59,400.00)
16	Added Builders Risk for project extention	$ 10,550.00		$ (10,550.00)
17	Change in Pipe Size 3" to 4"	$ 5,613.22		$ (5,613.22)
18	Demo of Pump Station	$ 7,493.40		$ (7,493.40)
19	M1 Costs	$ 8,533.39		$ (8,533.39)
20	Field 5 Hold down height change & Pond B elevation change			$ (75,743.25)
21	Rock delivered			$ (410,000.00)
22	Mow Strip Added 4,838 LF = $59,183.00. Installed to date 763LF			$ (59,183.00)
23	Footers for M1 Buildings			$ (60,000.00)
24	Scoreboard Relocations Not To Exceed			$ (81,760.00)
25	Fence Bottom Rails at Mow Strip - No details for 8'H fence			$ (30,000.00)
26	M1 Electrical Connection and Installation Allowance			$ (15,000.00)
27	Unforseens in project			$ (83,616.65)
28	Plumbing unknowns for M1 Buildings			$ (15,000.00)
29	Irrigation Well Allowance			$ (25,000.00)
30	Credit Back from TSG For Rock & Trenches			$ 166,433.00
	TOTAL REMAINING IN CONTINGENCY			$ (175,000.00)

PHONE: 352-600-1289

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: December 16, 2024

From: Hosea Goodwyn, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Kingdom Construction Services, Inc., for the construction and improvements to Susan Street Sports Complex; and providing an effective date.

Staff Recommendation:
Staff recommends award of Invitation for Bid (IFB) 250101 to Kingdom Construction Services, Inc. and approval of the Resolution authorizing the Construction Services Agreement for an amount of $10,563,259.42.

Analysis:
The City of Leesburg wishes to renovate the Susan Street Sports Complex. The improvements include the demolition of existing sports fields and the construction of four (4) grass rugby fields, one (1) turf rugby field with stadium seating, one (1) soccer field, a concession and restroom area, a parking lot, network infrastructure upgrades, and an improved entrance off Highway 27.

The planned project enhances the complex to provide high-quality sports facilities to support diverse recreational activities for the community. The continued growth of the current recreation programs has created the need for increased rectangle field space. The additional space will give the recreation department the opportunity to continue to increase participation in local sports programs, promoting health and wellness among residents.

In addition to local programs, this project intends to attract sporting events and tournaments with participants from across the country. The project continues the work to attract sports tourism to the City of Leesburg and will position Leesburg as a competitive destination for sports tourism, benefiting local businesses and the economy.

Procurement Analysis:
On October 22, 2024, the Procurement Division issued Solicitation 250101 for the Susan Street Sports Complex Improvement Project. On December 6, 2024, the division opened and publicly read aloud four (4) submittals for this project and deemed them complete and responsive. The Recreation Department evaluated the bids for conformance to ensure they met the requirements outlined in the solicitation and determined that Kingdom Construction Services, Inc. was the lowest responsible and qualified bidder.

Summary of Bid is provided:

SUMMARY OF BIDS

VENDORS	LUMP SUM BID AMOUNT
Kingdom Construction Services, Inc.	$10,563,259.42
Carr & Collier, Inc.	$12,306,470.00
H. A. Contracting Corp.	$13,326,627.00
SEMCO Construction, Inc.	$15,884,061.57

Options:

1. Approve award of IFB 250101 and approval of the resolution authorizing execution of the agreement with Kingdom Construction Services, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The FY 24 (funds will be rolled to the current year) and current Capital Projects budget includes $5.8M in funding for the Susan Street Project. This funding is made up of American Rescue Plan Act $2.4M, Lake County -Tourist Devevelopment Council $996K, Hwy 441/27 CRA $2M and Recreation Impact Fees $500K. The shortfall of approximately $4.6M will be made up using available Hwy 441/27 CRA and Charver Hieghts CRA funds. A budget adjustment will be necessary to add these funds to the current budget. As depicted below:

FUNDING SOURCE	AMOUNT	PERCENT OF PROJECT	AMOUNT	PERCENT OF P
STATE - Legislative Priority	$375,000	4%	$375,000	
FEDERAL - American Recovery Program	$2,400,000	23%	$3,000,000	
LAKE COUNTY- TDC	$996,000	9%	$996,000	
CITY OF LEESBURG - Recreation Impact Fees	$500,000	5%	$500,000	
441/27 CRA - FY 25 Budget Allocation	$2,000,000	19%	$1,000,000	
441/27 CRA - Additional Allocation Required	$4,079,000	38%	$2,039,500	
CH/CRA - Additional Allocation Required	$250,000	2%	$125,000	
PROJECT TOTAL - CONSTRUCTIONURCTION	**$10,600,000**			
LAKE INCREMENT			$3,164,500	
TOTAL LEESBURG INVESTMENT			$3,664,500	
TOTAL LAKE INVESTMENT			$4,160,500	

Account No.	031-8125-572-6310
Project No.	ARPACT/310081
WF No.	WF1471073/2 & 3
Budget	S6,615,807
Available	S5,800,000

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.3.
Meeting Date:	April 13, 2026
From:	Cliff Kelsey, (Public Works Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Paqco, Inc. for the Leesburg 5th Street Parking Lot Expansion project; and providing an effective date.

Staff Recommendation:
Staff recommends award of Invitation for Bid (IFB) 26-012-HG to Paqco, Inc. and approval of the resolution authorizing the Services Agreement for an amount of $1,070,000.00.

Analysis:
The City is steadfast in its commitment to strengthening the community and enhancing accessibility within the downtown area. This project represents a strategic investment in that vision, expanding parking capacity to better support economic growth, improve visitor access, and ensure the continued vibrancy and success of downtown.

Procurement Analysis:
On March 25, 2026, the Procurement Division opened and publicly read aloud submittals for Invitation for Bid (IFB) No. 26-012-HG, Leesburg 5th Street Parking Lot Expansion. Procurement reviewed submittals for responsiveness. Staff from the Public Works Department reviewed the submittals for conformance to the requirements of this solicitation and determined Paqco, Inc. as the lowest, responsible, and qualified bidder. Summary of Bid is provided:

Vendor	Bid Amount
Paqco, Inc.	$1,070,000.00
ROW Solutions LLC	$1,216,065.10
Bulldog Sitework LLC	$1,489,825.40
CPWG Constructors, LLC	$1,584,077.33
Dale Beasley Construction Co., LLC	$1,984,422.70
Cathcart Construction Company - Florida, LLC	$2,496,125.00
Ranger Construction Industries, Inc	$2,679,456.70
Icon Construction Enterprise LLC	$2,937,153.55
American Civil Construction, Inc	Non-Responsive
DB Civil Construction, LLC	Non-Responsive
CCC Site Development, LLC	Non-Responsive
VVS Cartell, LLC	Non-Responsive

Information:
Document Takers (#): 105. Submittals Received (#): 12.

Options:

1. Approve award of IFB 26-012-HG, and the resolution authorizing execution of the agreement with Paqco, Inc as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Capital Projects Streets budget includes funding for this project.

Account No.	031-5112-541-6310
Project No.	310051
WF No.	WF1605026 / 1
Requisition	58275
Budget	$2,740,368.00
Available	$2,613,424.00

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 PAQCO, INC. FOR THE LEESBURG 5TH STREET PARKING LOT EXPANSION 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 Paqco, Inc., whose address is 101 Weber Avenue, Leesburg, FL 34748, for the Leesburg 5th Street Parking Lot Expansion project (IFB 26-012-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 13th day of April 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT
Contract No. AB26012
LEESBURG 5th STREET PARKING LOT EXPANSION

THIS AGREEMENT is made as of the 13 days of April 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 **Paqco, Inc** whose address is 101 Weber Avenue. Leesburg, FL 34748 (hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Invitation for Bid (IFB) 26-012-HG, Leesburg 5th Street Parking Lot Expansion; and
   c. CONTRACTOR response to IFB 26-012-HG included as Exhibit 'A'; and
   d. All addendums; and
   e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services**. The CONTRACTOR shall furnish the following services generally described as the **"Leesburg 5th Street Parking Lot Expansion."** to the CITY as listed in Invitation for Bid 26-012-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 **$1,070,000.00.** 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. **Contingency Usage.** The CONTRACTOR shall not access, obligate, or expend any Contingency funds without the CITY's prior written authorization, which may be granted or withheld at the CITY's sole discretion. As a condition precedent to reimbursement or approval of such expenditures, the CONTRACTOR shall maintain and submit to the CITY a complete and accurate log of all Contingency fund usage, together with full supporting documentation, including but not limited to receipts, contracts, invoices, and written communications, sufficient to verify, itemize, and justify each expenditure. Failure to comply with these requirements shall constitute a material breach of this Agreement and may result in denial of reimbursement and any other remedies available to the CITY.

5. **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.

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

7. **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.

8. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **ONE HUNDRED AND EIGHTY (180) 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.

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

   If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of **ONE THOUSAND SIX HUNDRED AND EIGHT-FIVE DOLLARS ($1,685)** 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

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

29. **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:
Paqco, Inc.
Fay J. Paquette, Vice President
101 Weber Avenue
Leesburg, FL 34748
352-365-0006
fay@paqcoinc.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

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

PAQCO, INC.

By: _____

Printed: Fay Paquette

Its: Vice 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'

IFB 26-012-HG ATTACHMENT E - REVISED ITEMIZED PRICE SCHEDULE-3/13/2026

DATE: 3-24-26

PROJECT NAME: LEESBURG 5TH STREET PARKING LOT EXPANSION

BIDDER'S NAME: Pagco, Inc

A – Site Work					
Item	Description	Quantity	Unit	Unit Price	Amount
1	Site Demolition	2.3	AC	$55,320.00	$127,236.00
1	Earthwork	2000	CY	$12.50	$25,000.00
2	Clearing and Grubbing	1.5	AC	$15,820.00	$23,730.00
3	Electrical Power Service, F&I Underground	1	LS	$7,500.00	$7,500.00
4	Light Pole and Fixture (F&I by city per addendum 4)	0	EA	$0.00	$0.00
5	12" PVC Storm Sewer	80	LF	$55.00	$4,400.00
6	Storm Manhole 4' Diameter	1	EA	$5,000.00	$5,000.00
7	Doghouse Manhole 5' Diameter	1	EA	$9,000.00	$9,000.00
8	Core and Connect to Existing Structure	1	EA	$1,500.00	$1,500.00
9	Type C Inlet Top	2	EA	$3,525.00	$7,050.00
10	Exfiltration System	5830	CY	$36.90	$215,127.00
11	Exfiltration Riser top with grate	6	EA	$5,334.00	$32,004.00
12	1" Milling	4,070	SY	$3.00	$12,210.00
13	Paving 12" Stabilized Subgrade	4,600	SY	$4.00	$18,400.00
14	Paving 8" Limerock Base	4,600	SY	$19.00	$87,400.00
15	Paving 1" SP-9.5 Asphalt	4,600	SY	$13.20	$60,720.00
16	Paving 1.5" SP-12.5 Asphalt	8,670	SY	$13.95	$120,946.50
17	Paving Thermoplastic Striping	1	LS	$24,792.00	$24,792.00
18	Regulatory Signage	1	LS	$17,500.00	$17,500.00
19	Concrete Sidewalk (4")	840	SF	$27.60	$23,184.00
20	Concrete Curb	2,455	LF	$20.60	$50,573.00
21	Dumpster Enclosure	1	LS	$29,690.00	$29,690.00
		SUBTOTAL:			**$902,962.50**
B – Landscaping					
Item	Description	Quantity	Unit		
22	Canopy Trees	19	EA	$914.25	$17,370.75
23	Palms	8	EA	$454.25	$3,634.00
24	Shrubs	780	SF	$21.00	$16,380.00
25	Mulch	2,200	SF	$5.33	$11,726.00
26	Groundcover	7,000	SF	$0.44	$3,080.00
27	Sod	5,000	SF	$0.51	$2,550.00
28	Irrigation	1	LS	$27,243.50	$27,243.50
		SUBTOTAL:			**$81,984.25**
C – General Conditions					
29	General Conditions; Mobilization, etc.	1	LS	10%	$35,000.00
30	Maintenance of Traffic	180	LS/DA	$25.00	$4,500.00
31	Layouts: As Builts	1	LS	4%	$12,500.00
32	SWPPP	1	LS	5%	$5,000.00
		SUBTOTAL:			**$57,000.00**
D – Allowances					
33	Supplemental Work	1	LS	5%	$5,000.00
34	Escalation	0			
35	Contingency	1	LS	10%	$5,000.00
		SUBTOTAL:			**$10,000.00**
	TOTAL DIRECT CONSTRUCTION COSTS				**$1,051,946.75**
E – Indirect Costs					
36	Project Management	1	LS	8%	$15,553.25
37	Project Services; Inspection	1	LS	2%	$2,500.00
	TOTAL INDIRECT CONSTRUCTION COSTS				**$18,053.25**
	(A through E) TOTAL BASE BID AMOUNT:				**$1,070,000.00**

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.]

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: April 13, 2026

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving a square footage rate for City-owned individual storage T-Hangars and individual storage Box-Hangars at Leesburg International Airport; setting forth a timetable for future rate increases; approving future rate increases to be implemented administratively; approving ancillary documents, such as hangar wait list policies and applications, to be revised administratively as necessary; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the square foot rate and future rate increases.

Analysis:
The City owns and leases 32 individual T-Hangar units and 10 individual Box-Hangar units, for storage of aircraft. Twenty T-Hangars, amongst two multi-unit buildings, were built by the City in 2003. A twelve-unit T-Hangar building reverted to City ownership in 2015. Ten box hangars, amongst two multi-unit buildings, were constructed by the City in December 2020. The Airport Advisory Board has proposed a square footage base rate, which they have determined to be fair market rates, and have set forth a timeline for future rate increases. The rental rate history is shown in the following table.

						3% increase	Proposed $0.446
No. of units	Sq. Ft.	2003	2010	2015	2020	2024	2026
13	1,121	$250.00	$275.00		$295.00	$303.85	$499.97
3	1,342	$280.00	$308.00		$349.00	$359.47	$598.53
4	1,420	$280.00	$308.00		$357.00	$367.71	$633.32
12	1,152			$275.00	$295.00	$303.85	$513.79
10 Box	1,748				$510.00	$525.30	$779.61

Procurement Analysis:
N/A

Options:
1. Approve the resolution setting the square footage rate and future rate increases; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Approval of this rate increase will generate an additional $113,407.66 in annual revenue. These funds will be recognized in the Airport Fund.
Account No. 048-0000-362-0200

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING A SQUARE FOOTAGE RATE FOR CITY-OWNED INDIVIDUAL STORAGE T-HANGARS AND INDIVIDUAL STORAGE BOX-HANGARS AT LEESBURG INTERNATIONAL AIRPORT; SETTING FORTH A TIMETABLE FOR FUTURE RATE INCREASES; APPROVING FUTURE RATE INCREASES TO BE IMPLEMENTED ADMINISTRATIVELY; APPROVING ANCILLARY DOCUMENTS, SUCH AS HANGAR WAIT LIST POLICIES AND APPLICATIONS, TO BE REVISED ADMINISTRATIVELY AS NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg owns and operates the Leesburg International Airport, hereinafter referred to as "Airport";

WHEREAS, after review of a survey of comparable airports, staff and the Airport Advisory Board have determined that an increase in the rental rate for city-owned individual T-hangars and Box Hangars should be made;

WHEREAS, the City desires to establish a standard, monthly rental rate for all city-owned individual storage T-Hangars and individual storage Box-Hangars, as well as set forth future rate increases, to promote the self-sustainability of the Airport;

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

1. The City of Leesburg hereby establishes the following as the standard monthly rate for individual T-Hangars and individual Box-Hangars, effective June 1, 2026.
$0.446 per square foot of hangar space + tax.

2. Future rental rate increases shall be at the discretion of the Airport Advisory Board and/or City Commission; however, not more frequent than bi-annually (every other year).

3. Future rental rate increases shall be the lesser of actual CPI or 3%, and shall be effective at the beginning of a fiscal year, October 1st.

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 13th day of April 2026.

_____
Mayor

ATTEST:

_____

City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: April 13, 2026

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving a form lease for individual storage T-Hangars and individual storage Box-Hangars, at the Leesburg International Airprot, repealing Resolution 6880; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the form lease.

Analysis:
Chapter 4, Article II, Sec. 4-19(c) of the Code of Ordinances, provides for the execution of individual T-Hangar and Box-Hangar leases by the City Manager, provided that the form has been approved by the Commission. Attached is a revised lease agreement; underlined words constitute additions to the original text of the lease form and strike-through constitute deletions to the lease agreement.

Procurement Analysis:
N/A

Options:
1. Approve the form lease; 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, APPROVING A FORM LEASE FOR INDIVIDUAL STORAGE T-HANGARS AND INDIVIDUAL STORAGE BOX-HANGARS, AT THE LEESBURG INTERNATIONAL AIRPROT, REPEALING RESOLUTION 6880; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg leases individual storage T-Hangars and individual storage Box-Hangars at the Leesburg International Airport, which necessitates the frequent execution of lease forms; and,

WHEREAS, it is not feasible for tenants to wait to occupy such spaces until the next available City Commission meeting at which a lease could be approved for execution; and,

WHEREAS, Chapter 4, Article II, Sec. 4-19(c) of the Code of Ordinances of the City of Leesburg provides for the execution of form individual T-Hangar and Box-Hangar leases by the City Manager, provided the form has been approved by the City Commission; and,

WHEREAS, by Resolution 6880, dated August 11, 2003, the original lease form was approved and adopted by the City Commission and that form has now been amended and must be approved for use by the City Commission.

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

That the form lease agreement, attached hereto, is approved for execution by the City Manager under the Code of Ordinances, for use in renting out individual T-Hangar and individual Box-Hangar spaces at Leesburg International Airport. Leases executed by the City Manager using this form shall be effective upon execution by both parties. Any material change or deviation from the attached form shall require that the lease be approved specifically by the City Commission before taking effect.

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 13th day of April 2026.

_____
Mayor

ATTEST:

_____

City Clerk

LEESBURG INTERNATIONAL AIRPORT
T-HANGAR AND/OR BOX–HANGAR
RENTAL AGREEMENT

THIS AGREEMENT made the _____day of _____, 20___, between THE CITY OF LEESBURG, as Landlord, and _____, as Tenant,

WITNESSETH:

That Landlord owns and operates the Leesburg International Airport. Tenant desires to rent a space in one of the city-owned, individual, T-hangar and/or Box–hangar, made available by Landlord for aircraft storage purposes. Landlord has agreed to rent to Tenant, and Tenant has agreed to rent from Landlord, a space within one of the T-hangars / Box–hangars, subject to the terms, conditions and covenants of this Agreement.

NOW THEREFORE, the parties agree as set forth below:

1. SPACE DESIGNATED. The space rented to Tenant by this Agreement is designated as _____, Hangar No. ___ by Landlord and all references herein to the "Hangar" shall refer to that designated space.

2. PURPOSE. The Hangar is rented to Tenant for the sole and express purpose of storing the following described aircraft _____ FAA Registration No._____. All references to the "Aircraft" herein shall refer to this specific aircraft, or to any successor aircraft properly designated as a replacement for the Aircraft in accordance with the requirements of this Agreement.

3. TERM. This Agreement shall commence at 12:01 a.m. on _____, 20___, and shall ~~run for an initial period of one year from that date~~. ~~Following the expiration of that one year, this Agreement shall~~ continue on a month-to-month basis until terminated in accordance with the terms and conditions hereof and/or applicable law. ~~Once this Agreement begins to run on a month-to-month basis~~, Either party may terminate this Agreement by giving written notice to the other party which is received not later than 15 days prior to the end of the current calendar month.

4. RENTAL AMOUNT. For the use and occupancy of the Hangar the Tenant shall pay monthly rent of **$**_____, PLUS applicable sales taxes. Rent shall be due on the first day of each calendar month. If rent is not paid by the 5th day of the month, a late charge of 5% of the monthly rental amount will be payable in addition to the amount of rent due. Rent not paid by the 10th day of the month will be considered delinquent and Landlord will be entitled to terminate this Agreement for nonpayment of rent in the manner specified below. ~~Once this Agreement begins to run on a month-to-month basis,~~ Landlord may adjust the monthly rental amount by the lesser of CPI or 3%, which adjustment shall be effective on October 1 of the fiscal year for which the rent increase is effective. Landlord shall provide written notice of any rent increase to Tenant no later than fifteen (15) days prior to the effective date of the rent increase.

5. DEPOSIT. At the time this Agreement is executed by Tenant, a security deposit has been placed by Tenant with Landlord in the amount of $_____. This deposit will be held in a non–interest bearing account. The security deposit is NOT considered rent and will not relieve Tenant of paying any rent due hereunder. The deposit is to insure that the Hangar is maintained properly by Tenant and upon termination of this Agreement; the deposit is to be returned to Tenant, if Tenant has complied fully with all terms of this Agreement and the Hangar is returned to Landlord in good and clean condition, without damage, ordinary wear and tear excepted. Landlord may retain such portion of the deposit as is necessary first, to pay the cost to clean or repair the Hangar once vacated by Tenant, and second, to reimburse Landlord for any rent or other amounts owed to it by Tenant which have not been paid, and third, to pay or offset any unpaid utility charges, if applicable**,** or other charges

left unpaid by Tenant, and if the deposit is not sufficient to pay all such amounts, then Landlord shall have recourse against Tenant for the balance remaining due.

6. USE. The Hangar shall be used solely for the storage of the Aircraft, and for such other purposes as are specifically authorized by this Agreement, and no other use whatsoever shall be made of the Hangar by Tenant. If Tenant desires to substitute another aircraft for storage in the Hangar, Tenant may do so only after advising Landlord in writing and obtaining written confirmation from Landlord approving the substitution. Such notice shall specify the make, model and FAA registration number of any proposed substitute. If the Aircraft is sold or otherwise disposed of with the intent to replace it, then it must be replaced within not more than 120 days, failing which this Agreement shall stand canceled and the Hangar shall be considered available immediately to Landlord for rental to another occupant.

In addition to storage, Tenant may perform routine maintenance, rebuilding or alterations to the Aircraft within the Hangar, but only if Tenant holds a mechanic's certificate, repairman's certificate, or pilot certificate issued by the FAA, and shall only perform such operations as are permitted for the holder of the applicable certificate(s) under Part 43 of FAA regulations. However, no washing of any aircraft will be allowed either inside or outside of the Hangar.

Specifically, and without limiting the generality of the foregoing, Tenant shall not conduct, invite or permit any commercial activities of any nature within or around the Hangar, including but not limited to air or ground instruction, aircraft maintenance, aircraft rental, aircraft sales, or charter services. No toxic, flammable or hazardous substances shall be stored in or around the Hangar except within the fuel tanks provided for that purpose on the Aircraft itself, and all such substances shall be stored, handled, transported and disposed of in full and strict compliance with all applicable laws, rules and regulations. Tenant shall not store or keep within the Hangar any boxes, crates, rubbish, paper or other trash or litter which could cause or support combustion. Tenant shall not place or erect any exterior structures of any kind on or around the Hangar nor shall any signs or other advertising displays of any nature be placed on or around the Hangar at any time.

No vehicles other than the Aircraft shall be stored in the Hangar, provided however that motor vehicles used to transport Tenant or others to the Hangar must be pulled into the Hangar when the Tenant or other user of the Aircraft is out flying, and may not be parked in any grassy or landscaped areas or on the public roadways.

7. MAINTENANCE. Tenant shall maintain the Hangar in a clean and orderly condition, keep the floor clean and free of grease, oil and toxic chemicals or substances. Tenant shall be responsible for all damage to the Hangar caused by Tenant, its agents, servants, employees, invitees, and licensees, and anyone else in or around the Hangar at the invitation of, or with the express or implied consent of, Tenant. At all times Tenant will maintain one or more fire extinguishers, properly charged, so as to comply fully with applicable fire and life safety codes and the requirements of the local fire marshal. Tenant shall maintain the interior of the Hangar.~~, including without limitation all plumbing, electrical and other systems.~~ Landlord shall be responsible ~~only~~ for repair of roof leaks, plumbing, electrical and other utility systems**,** and the exterior of the Hangar, excluding any damage caused by Tenant, its agents, servants, employees, invitees, and licensees, and anyone else in or around the Hangar at the invitation of, or with the express or implied consent of, Tenant.

8. ALTERATIONS. Tenant shall not make any alterations or improvements of any kind to the Hangar, or install any equipment in or on the Hangar, without the prior, written approval of Landlord, which approval is to be granted or denied in Landlord's sole discretion.

9. INSPECTIONS. At any time during normal business hours, Landlord and the local fire marshal shall have full right and access to inspect the Hangar to determine compliance with applicable codes and the terms of this Agreement.

10. INSURANCE – LOSS OR DAMAGE. Landlord shall not be responsible for any loss or damage suffered by Tenant or anyone else in the Hangar or within the curtilage of the Hangar, due to death, personal injury, or theft of or damage to property, including any such loss or damage attributable in whole or in part to the negligence of Landlord. Tenant shall indemnify Landlord and hold it harmless against any claim or cause of action, loss or damage, asserted against or suffered by Landlord, due to any death, personal injury, theft or damage to property, in the Hangar or its curtilage, including any such loss or damage, claim or cause of action attributable in whole or in part to the negligence of Landlord, together with all court costs and attorneys' fee incurred in connection therewith.

Tenant shall procure and keep in force insurance of the following types:

A. Public liability insurance with limits of not less than $500,000.00 CSL, covering claims for death, personal injury or damage to property, with **Landlord named as an additional insured.**

B. Such insurance as Tenant deems adequate to protect Tenant against damage to or theft of Tenant's property at the Hangar, either due to fire, windstorm or other casualty, or such other causes as Tenant deems appropriate to insure against. Tenant shall bear sole responsibility for the protection of its own property and any other personal property stored at the Hangar, and Landlord shall bear no responsibility for loss of, damage to or theft of such property.

Landlord will insure the structure of the Hangar against fire and other casualties but such insurance will be for the benefit of Landlord only and Tenant shall not be entitled to share in any proceeds of that insurance for any reason.

11. ASSIGNMENT OR SUBLETTING. Tenant may not assign or transfer this Agreement or sublet any portion of the Hangar, without the prior, written consent of Landlord, which may be granted or withheld by Landlord in its sole and unfettered discretion. All requests for approval of any assignment, transfer or sublease must be submitted to Landlord in writing. Tenant may not assign, hypothecate or pledge Tenant's interests under this Agreement as security for any loan or debt. If Tenant is not a natural person, any transfer of a beneficial interest in Tenant shall constitute an assignment for purposes of this Agreement, including but not limited to any consensual transfer and any transfer by operation of law.

12. ACCESS. Tenant, on a nonexclusive basis, in common with the public and other tenants and users of the Leesburg International Airport, and in compliance with applicable laws, rules and regulations, shall have the right to pass over and across all roadways, runways, taxiways, and other such facilities and improvements at the Airport, to obtain vehicular and Aircraft access to the Hangar.

13. COMPLIANCE WITH LAWS. In all aspects of the use and occupancy of the Hangar, Tenant shall comply in full with all applicable laws, rules and regulations. Tenant shall indemnify Landlord and hold Landlord harmless against all loss or damage, claims or causes of action, including reasonable attorney's fees and costs, arising out of, or resulting in any way from, any violation by Tenant or anyone at the Hangar with the express or implied permission of Tenant, of any applicable laws, rules or regulations now in effect or hereafter promulgated or amended.

14. DEFAULT. If Tenant fails to pay any rent or other charges due Landlord hereunder, and such failure continues for more than three days after written notice to Tenant of the default, Landlord shall have the right to terminate this Agreement. If Tenant fails to observe or comply with any term, condition or covenant of this Agreement other than those pertaining to payment of rent, and such failure continues for more than seven days after written notice to Tenant of the default, Landlord shall have the right to terminate this Agreement. It shall not constitute a defense to termination of this Agreement that

the written notice of default is not in any particular form, that it demands payment of amounts due hereunder other than pure rent, or that it demands compliance with both monetary and nonmonetary obligations of Tenant within a single notice.

If this Agreement is terminated due to the default of Tenant, and Tenant fails to surrender possession of the Hangar to Landlord within the time specified in the written notice of default, Landlord shall have the right to file an action to recover possession of the Hangar, and at the same time seek recovery of damages for any amounts due Landlord hereunder. Any amounts not paid when due hereunder shall bear interest at the rate of 18% per year until paid in full. In the event of a default by Tenant, Landlord shall have the right to recover its reasonable attorneys' fees incurred due to the default whether or not a legal action is filed, and if a legal action is filed, Landlord shall also be entitled to recover its court costs. Landlord shall be entitled to recover double the amount of normal rent for any period during which Tenant holds over after the lawful termination of this Agreement.

Notwithstanding the notice provisions set forth above, if Tenant has been given notice of any breach or default hereunder, and cures that breach or default within the time allowed so as to avoid termination of this Agreement, and the same type of breach or default occurs again within one year of the first notice, Landlord may terminate this Agreement without further notice based on the recurrence of the same type of default, and in that event Tenant shall not be entitled to an opportunity to cure. Landlord may in its discretion give notice and an opportunity to cure for such repeat defaults, and shall not thereby waive its right to terminate without notice for any other repeat default or the recurrence of the same default again.

15. NATURE OF AGREEMENT – VENUE. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be exclusively in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. Landlord shall not be deemed to have waived any right or remedy hereunder by virtue of failure to insist on strict performance of this Agreement by Tenant or failure to exercise any right or remedy at each time it becomes possible to do so. Each party hereto voluntarily and irrevocably waives a trial by jury on any and all issues so triable that arise out of or relate to this agreement or Tenant's use and/or occupancy of the Hangar.

16. NOTICE. Notices hereunder shall be given in writing and shall be hand delivered, sent by U.S. Mail, certified with return receipt requested, properly addressed with all postage prepaid, or sent by UPS, Federal Express or other overnight courier service. Notice delivered by hand shall be effective upon delivery. Notice sent by certified mail shall be effective on the third business day after it is posted, regardless of whether it is actually received. Notice sent by overnight courier service shall be effective on the next business day after it is placed in the hands of the courier service, properly addressed, regardless of whether it is actually received. Notices shall be given to the following addresses, or in such other manner as either party may direct the other in writing hereafter:

TO THE LANDLORD:
City of Leesburg
Attention: City Manager

TO THE TENANT:
_____
_____

Post Office Box 490630
Leesburg, FL 34749–0630

With copy to:
City Attorney
4850 N Highway 19A
Mount Dora FL 32757

17. RULES AND REGULATIONS. Landlord has certain rules and regulations applicable to the operation of the Leesburg ~~Municipal~~ International Airport. Tenant agrees to abide by those rules and regulations now in effect or as hereafter promulgated or amended.

IN WITNESS WHEREOF, the parties have executed this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____
City Manager

Attest:

_____
City Clerk

_____
~~Witness~~

_____
~~Witness~~

WITNESSES (two required)

TENANT: _____

_____
Signature

_____
(type or print name of witness)

_____
Signature

_____

(type or print name of witness)

LEESBURG INTERNATIONAL AIRPORT
T-HANGAR AND/OR BOX–HANGAR
RENTAL AGREEMENT

THIS AGREEMENT made the _____day of _____, 20___, between THE CITY OF LEESBURG, as Landlord, and _____, as Tenant,

WITNESSETH:

That Landlord owns and operates the Leesburg International Airport. Tenant desires to rent a space in one of the city-owned, individual, T-hangar and/or Box–hangar, made available by Landlord for aircraft storage purposes. Landlord has agreed to rent to Tenant, and Tenant has agreed to rent from Landlord, a space within one of the T-hangars / Box–hangars, subject to the terms, conditions and covenants of this Agreement.

NOW THEREFORE, the parties agree as set forth below:

1. SPACE DESIGNATED. The space rented to Tenant by this Agreement is designated as _____, Hangar No. ___ by Landlord and all references herein to the "Hangar" shall refer to that designated space.

2. PURPOSE. The Hangar is rented to Tenant for the sole and express purpose of storing the following described aircraft _____ FAA Registration No._____. All references to the "Aircraft" herein shall refer to this specific aircraft, or to any successor aircraft properly designated as a replacement for the Aircraft in accordance with the requirements of this Agreement.

3. TERM. This Agreement shall commence at 12:01 a.m. on _____, 20___, and shall continue on a month-to-month basis until terminated in accordance with the terms and conditions hereof and/or applicable law. Either party may terminate this Agreement by giving written notice to the other party which is received not later than 15 days prior to the end of the current calendar month.

4. RENTAL AMOUNT. For the use and occupancy of the Hangar the Tenant shall pay monthly rent of **$**_____, PLUS applicable sales taxes. Rent shall be due on the first day of each calendar month. If rent is not paid by the 5th day of the month, a late charge of 5% of the monthly rental amount will be payable in addition to the amount of rent due. Rent not paid by the 10th day of the month will be considered delinquent and Landlord will be entitled to terminate this Agreement for nonpayment of rent in the manner specified below. Landlord may adjust the monthly rental amount by the lesser of CPI or 3%, which adjustment shall be effective on October 1 of the fiscal year for which the rent increase is effective. Landlord shall provide written notice of any rent increase to Tenant no later than fifteen (15) days prior to the effective date of the rent increase.

5. DEPOSIT. At the time this Agreement is executed by Tenant, a security deposit has been placed by Tenant with Landlord in the amount of $_____. This deposit will be held in a non–interest bearing account. The security deposit is NOT considered rent and will not relieve Tenant of paying any rent due hereunder. The deposit is to insure that the Hangar is maintained properly by Tenant and upon termination of this Agreement; the deposit is to be returned to Tenant, if Tenant has complied fully with all terms of this Agreement and the Hangar is returned to Landlord in good and clean condition, without damage, ordinary wear and tear excepted. Landlord may retain such portion of the deposit as is necessary first, to pay the cost to clean or repair the Hangar once vacated by Tenant, and second, to reimburse Landlord for any rent or other amounts owed to it by Tenant which have not been paid, and third, to pay or offset any unpaid utility charges, if applicable**,** or other charges left unpaid by Tenant, and if the deposit is not sufficient to pay all such amounts, then Landlord shall have recourse against Tenant for the balance remaining due.

6. USE. The Hangar shall be used solely for the storage of the Aircraft, and for such other purposes as are specifically authorized by this Agreement, and no other use whatsoever shall be made of the Hangar by Tenant. If Tenant desires to substitute another aircraft for storage in the Hangar, Tenant may do so only after advising Landlord in writing and obtaining written confirmation from Landlord approving the substitution. Such notice shall specify the make, model and FAA registration number of any proposed substitute. If the Aircraft is sold or otherwise disposed of with the intent to replace it, then it must be replaced within not more than 120 days, failing which this Agreement shall stand canceled and the Hangar shall be considered available immediately to Landlord for rental to another occupant.

In addition to storage, Tenant may perform routine maintenance, rebuilding or alterations to the Aircraft within the Hangar, but only if Tenant holds a mechanic's certificate, repairman's certificate, or pilot certificate issued by the FAA, and shall only perform such operations as are permitted for the holder of the applicable certificate(s) under Part 43 of FAA regulations. However, no washing of any aircraft will be allowed either inside or outside of the Hangar.

Specifically, and without limiting the generality of the foregoing, Tenant shall not conduct, invite or permit any commercial activities of any nature within or around the Hangar, including but not limited to air or ground instruction, aircraft maintenance, aircraft rental, aircraft sales, or charter services. No toxic, flammable or hazardous substances shall be stored in or around the Hangar except within the fuel tanks provided for that purpose on the Aircraft itself, and all such substances shall be stored, handled, transported and disposed of in full and strict compliance with all applicable laws, rules and regulations. Tenant shall not store or keep within the Hangar any boxes, crates, rubbish, paper or other trash or litter which could cause or support combustion. Tenant shall not place or erect any exterior structures of any kind on or around the Hangar nor shall any signs or other advertising displays of any nature be placed on or around the Hangar at any time.

No vehicles other than the Aircraft shall be stored in the Hangar, provided however that motor vehicles used to transport Tenant or others to the Hangar must be pulled into the Hangar when the Tenant or other user of the Aircraft is out flying, and may not be parked in any grassy or landscaped areas or on the public roadways.

7. MAINTENANCE. Tenant shall maintain the Hangar in a clean and orderly condition, keep the floor clean and free of grease, oil and toxic chemicals or substances. Tenant shall be responsible for all damage to the Hangar caused by Tenant, its agents, servants, employees, invitees, and licensees, and anyone else in or around the Hangar at the invitation of, or with the express or implied consent of, Tenant. At all times Tenant will maintain one or more fire extinguishers, properly charged, so as to comply fully with applicable fire and life safety codes and the requirements of the local fire marshal. Tenant shall maintain the interior of the Hangar. Landlord shall be responsible for repair of roof leaks, plumbing, electrical and other utility systems**,** and the exterior of the Hangar, excluding any damage caused by Tenant, its agents, servants, employees, invitees, and licensees, and anyone else in or around the Hangar at the invitation of, or with the express or implied consent of, Tenant.

8. ALTERATIONS. Tenant shall not make any alterations or improvements of any kind to the Hangar, or install any equipment in or on the Hangar, without the prior, written approval of Landlord, which approval is to be granted or denied in Landlord's sole discretion.

9. INSPECTIONS. At any time during normal business hours, Landlord and the local fire marshal shall have full right and access to inspect the Hangar to determine compliance with applicable codes and the terms of this Agreement.

10. INSURANCE – LOSS OR DAMAGE. Landlord shall not be responsible for any loss or damage suffered by Tenant or anyone else in the Hangar or within the curtilage of the Hangar, due to death, personal injury, or theft of or damage to property, including any such loss or damage attributable

in whole or in part to the negligence of Landlord. Tenant shall indemnify Landlord and hold it harmless against any claim or cause of action, loss or damage, asserted against or suffered by Landlord, due to any death, personal injury, theft or damage to property, in the Hangar or its curtilage, including any such loss or damage, claim or cause of action attributable in whole or in part to the negligence of Landlord, together with all court costs and attorneys' fee incurred in connection therewith.

Tenant shall procure and keep in force insurance of the following types:

A. Public liability insurance with limits of not less than $500,000.00 CSL, covering claims for death, personal injury or damage to property, with **Landlord named as an additional insured.**

B. Such insurance as Tenant deems adequate to protect Tenant against damage to or theft of Tenant's property at the Hangar, either due to fire, windstorm or other casualty, or such other causes as Tenant deems appropriate to insure against. Tenant shall bear sole responsibility for the protection of its own property and any other personal property stored at the Hangar, and Landlord shall bear no responsibility for loss of, damage to or theft of such property.

Landlord will insure the structure of the Hangar against fire and other casualties but such insurance will be for the benefit of Landlord only and Tenant shall not be entitled to share in any proceeds of that insurance for any reason.

11. ASSIGNMENT OR SUBLETTING. Tenant may not assign or transfer this Agreement or sublet any portion of the Hangar, without the prior, written consent of Landlord, which may be granted or withheld by Landlord in its sole and unfettered discretion. All requests for approval of any assignment, transfer or sublease must be submitted to Landlord in writing. Tenant may not assign, hypothecate or pledge Tenant's interests under this Agreement as security for any loan or debt. If Tenant is not a natural person, any transfer of a beneficial interest in Tenant shall constitute an assignment for purposes of this Agreement, including but not limited to any consensual transfer and any transfer by operation of law.

12. ACCESS. Tenant, on a nonexclusive basis, in common with the public and other tenants and users of the Leesburg International Airport, and in compliance with applicable laws, rules and regulations, shall have the right to pass over and across all roadways, runways, taxiways, and other such facilities and improvements at the Airport, to obtain vehicular and Aircraft access to the Hangar.

13. COMPLIANCE WITH LAWS. In all aspects of the use and occupancy of the Hangar, Tenant shall comply in full with all applicable laws, rules and regulations. Tenant shall indemnify Landlord and hold Landlord harmless against all loss or damage, claims or causes of action, including reasonable attorney's fees and costs, arising out of, or resulting in any way from, any violation by Tenant or anyone at the Hangar with the express or implied permission of Tenant, of any applicable laws, rules or regulations now in effect or hereafter promulgated or amended.

14. DEFAULT. If Tenant fails to pay any rent or other charges due Landlord hereunder, and such failure continues for more than three days after written notice to Tenant of the default, Landlord shall have the right to terminate this Agreement. If Tenant fails to observe or comply with any term, condition or covenant of this Agreement other than those pertaining to payment of rent, and such failure continues for more than seven days after written notice to Tenant of the default, Landlord shall have the right to terminate this Agreement. It shall not constitute a defense to termination of this Agreement that the written notice of default is not in any particular form, that it demands payment of amounts due hereunder other than pure rent, or that it demands compliance with both monetary and nonmonetary obligations of Tenant within a single notice.

If this Agreement is terminated due to the default of Tenant, and Tenant fails to surrender possession of the Hangar to Landlord within the time specified in the written notice of default, Landlord shall have the right to file an action to recover possession of the Hangar, and at the same time seek recovery of damages for any amounts due Landlord hereunder. Any amounts not paid when due hereunder shall bear interest at the rate of 18% per year until paid in full. In the event of a default by Tenant, Landlord shall have the right to recover its reasonable attorneys' fees incurred due to the default whether or not a legal action is filed, and if a legal action is filed, Landlord shall also be entitled to recover its court costs. Landlord shall be entitled to recover double the amount of normal rent for any period during which Tenant holds over after the lawful termination of this Agreement.

Notwithstanding the notice provisions set forth above, if Tenant has been given notice of any breach or default hereunder, and cures that breach or default within the time allowed so as to avoid termination of this Agreement, and the same type of breach or default occurs again within one year of the first notice, Landlord may terminate this Agreement without further notice based on the recurrence of the same type of default, and in that event Tenant shall not be entitled to an opportunity to cure. Landlord may in its discretion give notice and an opportunity to cure for such repeat defaults, and shall not thereby waive its right to terminate without notice for any other repeat default or the recurrence of the same default again.

15. NATURE OF AGREEMENT – VENUE. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be exclusively in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. Landlord shall not be deemed to have waived any right or remedy hereunder by virtue of failure to insist on strict performance of this Agreement by Tenant or failure to exercise any right or remedy at each time it becomes possible to do so. Each party hereto voluntarily and irrevocably waives a trial by jury on any and all issues so triable that arise out of or relate to this agreement or Tenant's use and/or occupancy of the Hangar.

16. NOTICE. Notices hereunder shall be given in writing and shall be hand delivered, sent by U.S. Mail, certified with return receipt requested, properly addressed with all postage prepaid, or sent by UPS, Federal Express or other overnight courier service. Notice delivered by hand shall be effective upon delivery. Notice sent by certified mail shall be effective on the third business day after it is posted, regardless of whether it is actually received. Notice sent by overnight courier service shall be effective on the next business day after it is placed in the hands of the courier service, properly addressed, regardless of whether it is actually received. Notices shall be given to the following addresses, or in such other manner as either party may direct the other in writing hereafter:

TO THE LANDLORD:
City of Leesburg
Attention: City Manager
Post Office Box 490630
Leesburg, FL 34749–0630

TO THE TENANT:
_____
_____
_____
_____

With copy to:

City Attorney
4850 N Highway 19A
Mount Dora FL 32757

17. RULES AND REGULATIONS. Landlord has certain rules and regulations applicable to the operation of the Leesburg International Airport. Tenant agrees to abide by those rules and regulations now in effect or as hereafter promulgated or amended.

IN WITNESS WHEREOF, the parties have executed this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____
City Manager

Attest:

_____
City Clerk

WITNESSES (two required)

TENANT: _____

_____
Signature

_____
(type or print name of witness)

_____
Signature

_____
(type or print name of witness)

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: April 13, 2026

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Fruitland Park Development IV, LLC., regarding electric service to a development known as The Enclave at Lake Geneva; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the resolution authorizing the Mayor and City Clerk to execute an electric service agreement between the City of Leesburg and Fruitland Park Development IV, LLC.

Analysis:
The City of Leesburg will provide electric service Fruitland Park Development IV, LLC for the development known as The Enclave at Lake Geneva. The development will consist of 279 metered units; there are developer's costs of $218,217.18 for the line extension needed to serve the development and $9,885.08 for Make-Ready Work. The City will receive a check from Fruitland Park Development, LLC for the amount of $228,216.27.00 in CIAC funds within 14 days of the approval of this Agreement and a bond in the amount of $789,291.00 which will be credited within 4 years from the date of the agreement on a per-unit basis as the homes are built.

As part of this project, a Rental Light Agreement shall be executed, which includes the installation of 46 streetlights and associated fixtures. The project also requires the installation of additional conduit to accommodate the streetlights, at a total cost of $1,114.01. The HOA/CDD shall be invoiced in the amount of $978.00 per month for capital costs, energy, and operations and maintenance (O&M) in accordance with the terms of the Rental Light Program.

Procurement Analysis:
N/A

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

Fiscal Impact:

A budget adjustment will be processed to add $1,123,791.61 to the current Electric Capital Projects budget. The City will receive $228,216.27 from the developer, the remaining $895,575.34 will come from available Electric Cash Reserves.

Account No.	041-1099-531-xxxx
Project No.	410002, 410004, 410006, 410010
WF No.	WF1595347

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ELECTRIC SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND FRUITLAND PARK DEVELOPMENT IV, LLC., REGARDING ELECTRIC SERVICE TO A DEVELOPMENT KNOWN AS THE ENCLAVE AT LAKE GENEVA; 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 Fruitland Park Development IV, LLC, whose address is 2544 Connection Point, Oviedo, FL 32765, regarding electric service for the development known as The Enclave at Lake Geneva.

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 13th day of April 2026.

_____
Mayor

ATTEST:

_____
City Clerk

ELECTRIC SERVICE AGREEMENT

THIS ELECTRICAL SERVICE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, ("City"), and Fruitland Park Development IV, LLC , a Florida limited liability company ("Owner") located at 2544 Connection Point, Oviedo, FL 32765 sometimes collectively referred to as "Party" of "Parties".

WITNESSETH:

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

See **Exhibit "A"** attached hereto

Parcel Identification Number(s):

1284821, 1771625, 1284503, 1771617, 1284805

WHEREAS, development of the Property has been authorized in accordance with the City of Fruitland Park, Florida, for **"The Enclave at Lake Geneva"** (the "Development"); and

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

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

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

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply and install electric distribution lines, which shall include the installation of the primary and secondary facilities, including transformers needed to serve the Development. A map of the Development is attached hereto as **Exhibit "B"** and by reference is made a part hereof.
2. The Development will have 274 residential lots. There will be a lift station, Community Building, Entrance sign and 2 lit signs. There will be a total of 279 electric meters in the Project.

3. Underground Residential Distribution system-The City has created an estimate for an underground distribution design with the Owner's contractors installing the conduit per City requirements. The estimated cost is **$789,291.00**. The Owner will be installing the conduit, secondary boxes, and transformer pads per the City requirements and material provided by the City. The City has created an estimate for overhead electric distribution construction. The estimated overhead (OH) cost is **$1,028,838.17**. The Owner is obligated to pay the cost difference between the underground electric distribution design and the overhead electric distribution design, if any. With this project, the underground cost is less than the overhead, and no additional fees are required.
4. Line Extension- This Project does require a line extension. The line extension is **$323,501.52**.
5. Estimated Project Revenues-The City has estimated the 4 year projected revenue for this development to be **$894,575.34**. The total cost of the project (estimated underground costs plus the Line Extension costs) is **$1,112,792.52**. Since the projected revenue is smaller than the cost of the subdivision, the owner will owe additional funds. The shortage of revenue is **$218,217.18**
6. "Make Ready Work"-This Project does require "Make Ready Work". The "Make Ready work" is to remove the existing facilities from the property. This cost is **$9,885.08.**
7. The Owner has requested the installation of rental lights, that will be paid for by the Owner on a monthly basis based on the current rental light rates. These rates are subject to change per City Policy. The City has provided a light design based on fixtures available from the City. This Project requires additional conduit installation for lights. The costs to install additional conduit and wire is **$1,114.01.**
8. The Owner shall provide the City with a check in the amount of the following:
    a. The cost difference between Overhead and Underground Distribution. **$ 0.00**
    b. The estimated 4 year revenue shortage (OH Costs Plus Line Extension minus revenue). **$ 218,217.18**
    c. The Estimated cost of the Make Ready Work. **$ 9,885.08**
    d. The Estimated cost of light conduit installation. **$ 1,114.01**
    e. Credit for Design Fee **$ -1,000.00**
    f. **Total amount CIAC due.** **$228,216.27**

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

9. The City has estimated the pricing described herein to the best of its ability. If the cost to install the underground distribution, Make Ready Work or line extension exceeds the estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the Owner will be responsible for the difference in the actual cost and the estimated costs. Likewise, if the actual costs are less than estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the City will reimburse the Owner. This adjustment will take place within ninety (90) days of the Project being completed by the City. Notifications will be sent to the Owner.
10. The Owner will provide a bond in the amount of **$789,291.00**, the **reimbursable** cost of the overhead distribution design made out to the City of Leesburg within 14 days of approval of this Agreement by the City Commission. The Owner will be credited at a rate of **$2,829** per

meter, as each meter is set and accumulates 1,850 kWh energy use within the four (4)-year period described below.

11. The Owner has four (4) years from the date of this signed Agreement in which to complete the build-out of the Development. Build-out is the completion of **274** homes and an additional 5 services for a total of **279** meters. Each meter must reach 1,850 kwh and be in the homeowner, Utility provider or the HOA's account. Any Owner funds not reimbursed at the end of the four (4)-year term will be forfeited to the City. Upon petition submitted to the City Clerk by the Owner, not later than sixty (60) days prior to the expiration of the four (4)-year deadline to draw on the bond, establishing to the satisfaction of the City Commission, in its discretion, that conditions beyond the control of the Owner, delayed the requirements for reimbursement, the City Commission may extend the deadline for up to, but not more than, two (2) additional years, or such shorter time as the City Commission deems appropriate.
12. The City shall connect, when requested, individual residential services to each home within the Development at an additional cost. The home builder shall install all underground electric services from the meter can to the City designated Point of service. The home builder shall install the service to meet the City's current requirements of service installation. The City shall ensure that such service is provided as the same rates and on the same terms as those provided to other electric customers of the City within a comparable service area. The Parties understand that any and all service connections, meter charges and impact fees shall be paid by the residential customers at the time service is installed to the home.
13. The Owner will be responsible for the installation of non-residential service(s) to the point of service determined by the City of Leesburg, Florida.
14. The Owner shall grant to the City all easements needed to install, operate, maintain, repair and replace the electric distribution infrastructure on the Property, including minimum five-foot (5') side lot easements and ten feet (10') along all roadways, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of installing, operating, maintaining, repairing and replacing the electric distribution system.
15. The City of Leesburg's Electric Department requires that all areas to be at or near final grade before installation of any electric utilities. All property corners and lot lines shall be staked prior to installation. Staking shall also include final grade. Additional surveying by the Owner may be required for the installation of the electric distribution. The Owner's contractors will maintain proper clearances from all electric facilities. All road crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be installed by directional bore and the Owner shall bear the total cost. These and any other additional costs shall be paid before the electric distribution facilities are energized.
16. Owner agrees to pay any and all reasonable cost that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgement entered in favor of the City of Leesburg, Florida, and in any proceedings in receivership, bankruptcy or insolvency.
17. If the Owner fails to pay the funds required under this Agreement or otherwise defaults under the terms of this Agreement, the City is not obligated to install the electric distribution

infrastructure in the Development, may discontinue installation and may terminate this Agreement.

18. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The Parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in the state court of competent jurisdiction in Lake County, Florida.
19. The Parties understand and agree that this Agreement sets forth the entire understanding between the Parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written; all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each Party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other Party, except as specifically set forth within the four corners of this instrument; and the Parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other Party, except as specifically set forth with the four corners of this Agreement.
20. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City, which shall not be unreasonably withheld. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.
21. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both Parties hereto.
22. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

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

CITY OF LEESBURG

BY: _____
Allyson Berry, Mayor

ATTEST:

_____

City Clerk

Approved as to form and content:

_____

City Attorney

OWNER:

Fruitland Park Development IV, LLC, A Florida Limited Liability company.

BY: _____

Printed Name: Andon Calhoun

Title: Manager

Exhibit A

LEGAL DESCRIPTION: ENCLAVE AT LAKE GENEVA

PARCEL 1:

The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 feet of the North 210 feet of the SW 1/4 of the NE 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

PARCEL 2:

The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad, Lake County, Florida.

PARCEL 3:

The NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS: Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58'40" W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54'10" W, along the South line of the NE 1/4 of the NW 1/4 a distance of 209.28 feet; thence N 00°02'26" E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58'40" E, along the North line of the NE 1/4 of the NW 1/4 a distance of 209.29 feet to the Point of Beginning. LESS the North 40 feet for right-of-way of Lake Ella Road.

FURTHER LESS AND EXCEPT any portion lying within the lands conveyed by that certain Warranty Deed recorded in Official Records Book 5942, Page 848, of the Public Records of Lake County, Florida.

PARCEL 4:

The East 240 feet of the N 1/2 of the SW 1/4 of the NW 1/4 and the West 550 feet of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

PARCEL 5:

The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS the South 33 feet for road right of way for Spring Lake Road.

PARCEL 6:

Begin at the Northwest corner of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence East 1254 feet, thence South 210 feet, thence East 226 feet, thence North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to South line of the SW 1/4 of the NE 1/4, thence West to the Southwest

corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the Point of Beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.

PARCEL 7:

Begin at the NE corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence South 900.5 feet, thence West 209.88 feet, thence South 209.88 feet, thence West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the Point of Beginning.

PARCEL 8:

Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, and run S 89°58'40" W, along said North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet, thence S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33, thence N 89°54'10" E, along said South line to the SE corner of the NE 1/4 of the NW 1/4, thence North along said East line of the NE 1/4 of the NW 1/4 to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

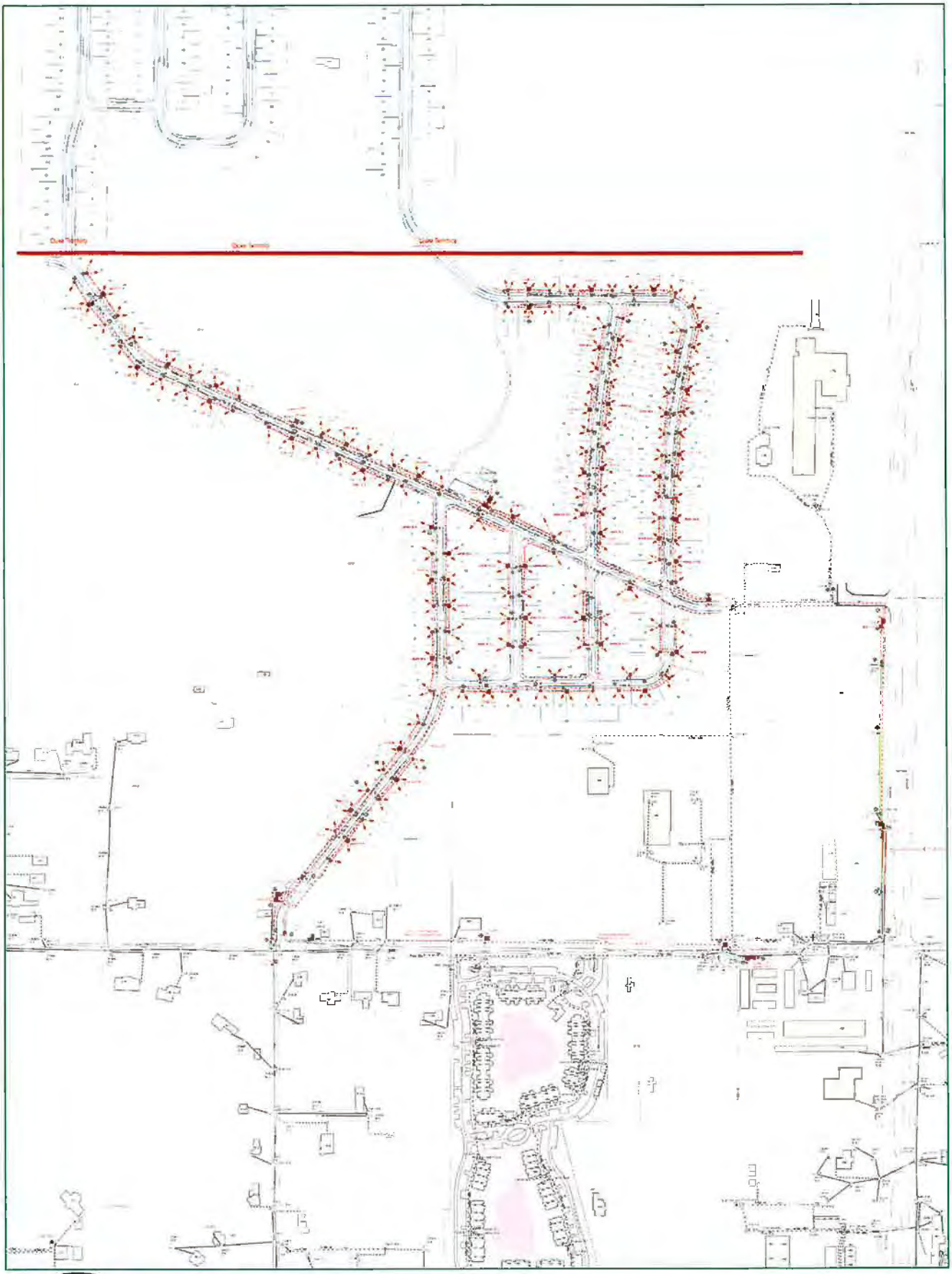
Windhorst Parcel:

The East 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, lying South of Lake Ella Road.

Said lands containing 145.10 acres, more or less.

Exhibit B

The Job Map



WF1595347

Printed Date: 9/23/2025

Worksite:
The Enclave at Lake Geneva FP

Job Description:
new Subdivision

Customer:
[WR Customer]

Comments:
The Enclave at Lake Geneva

Feeder, Substation, and Cross Street:
L702//Picciola//Hwy 27

Soc # _____ Soc # _____
Start Date _____ Start Date _____
Update By _____ Update By _____

Soc Positive Response # 800-852-8057
Leesburg Operations # 352-728-9830

DOT PERMIT#: None
COUNTY PERMIT#: None

Engineer: steve

INSTALL REPLACE
REMOVE TRANSFER

RESOLUTION 2025-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Enclave at Lake Geneva Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective April 23, 202S:

Tom McNamara is elected Chair

Andon Calhoun is elected Vice Chair

Tim Bayer is elected Assistant Secretary

Mary Eberhardt is elected Assistant Secretary

_____ is elected Assistant Secretary

Chris Conti is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of April 23, 202S:

Wilson Way Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeffrey Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 23RD DAY OF APRIL, 2025.

ATTEST:

Secretary/Assistant Secretary

ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT

Chair/Vice Chair, Board of Supervisors

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: April 13, 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 the Fourth Amendment to the Consolidated Lease Agreement, between the City of Leesburg and SunAir Aviation, Inc. for the purpose of amending the tie-down spaces that are included in the leased premises, which have changed due to the relocation of Alpha 2; and providing an effective date.

Staff Recommendation:

Analysis:
In February 2026, the City/Airport completed an airfield construction project, which included the relocation of Taxiway Alpha 2 (A2). Moving A2 created a new taxiing configuration from Alpha to the main ramp. Four tie-down spaces were moved during construction. No change was made to the total tie-down spaces leased to SunAir Aviation, Inc. This Fourth Amendment to Lease simply documents the spaces' new letter/number designations.

Procurement Analysis:
N/A

Options:
1. Approve the Fourth Amendment to Lease; 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, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FOURTH AMENDMENT TO THE CONSOLIDATED LEASE AGREEMENT, BETWEEN THE CITY OF LEESBURG AND SUNAIR AVIATION, INC. FOR THE PURPOSE OF AMENDING THE TIE-DOWN SPACES THAT ARE INCLUDED IN THE LEASED PREMISES, WHICH HAVE CHANGED DUE TO THE RELOCATION OF ALPHA 2; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Fourth Amendment to Lease with SunAir Aviation, Inc., whose address is 8806 Airport Boulevard, Leesburg, FL 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 13th day of April 2026.

_____
Mayor

ATTEST:

_____
City Clerk

FOURTH AMENDMENT TO CONSOLIDATED LEASE AGREEMENT

THIS FOURTH AMENDMENT TO CONSOLIDATED LEASE AGREEMENT is entered into the _____ day of _____, 2026, by and between the **CITY OF LEESBURG**, a Florida Municipal Corporation, hereinafter called the Lessor, and **SUNAIR AVIATION, INC.**, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, on or about October 26, 2015, Lessor and Lessee entered into a written Consolidated Lease Agreement (the "Lease") for space at Leesburg International Airport (the "Airport"), which Lease has been amended pursuant to three (3) subsequent written amendments;

WHEREAS, the Lease, as amended, includes within the leased premises, forty-one (41) tie down spaces; and

WHEREAS, in September 2022, Lessor, in conjunction with the Airport main ramp/apron rehabilitation and resurfacing project, renumbered all the tie down spaces on the main ramp/apron and in light thereof the parties clarified which forty-one (41) tie down spaces are included in the leased premises, as shown here.

> B1, B2, B3, B4, B5, B6, B7, B8, C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, D1, E3, E6, G1, G2, G3, G4, G5, G6, G7, G8, G9, G10, G11, G12, G13, G14, and three additional unnumbered tie downs at the Seaplane Ramp.

WHERAS, in February 2026, Lessor, in conjunction with the Airport Relocation of Taxiway A2, removed tie down spaces C1, C2, C3, and C4, and added tie down spaces B9, B10, B11, and B12;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

1. Tie down spaces included within the leased premises are amended as:

   B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, C5, C6, C7, C8, C9, C10, C11, C12, C13, D1, E3, E6, G1, G2, G3, G4, G5, G6, G7, G8, G9, G10, G11, G12, G13, G14, and three additional unnumbered tie downs at the Seaplane Ramp.

2. Except as specifically modified by this Fourth Amendment, all other terms, conditions, and provisions of the Lease, as amended, shall continue in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals to this Third Amendment on the dates shown below.

INTENTIONALLY LEFT BLANK

SIGNATURES APPEAR ON THE FOLLOWING PAGE

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR, Allyson E. Berry
DATE: _____

Attest: _____
CITY CLERK, J. Andi Purvis

APPROVED AS TO FORM AND CONTENT

_____
CITY ATTORNEY

SUNAIR AVIATION, INC.

BY: _____
Brian Sapp, President

DATE: 3-27-2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: April 13, 2026

From: Joe Iozzi, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for and, if awarded, accept the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula grant from the U.S. Department of Justice in the amount of $13,729.00 to defray costs associated with the purchase of department equipment; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for, and if awarded, accept the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula grant from the U.S. Department of Justice in the amount of $13,729.00 to defray the cost of five (5) less-lethal Conducted Energy Weapons Systems, which includes: (CEW/Taser Handle, two (2) close quarter cartridges, two (2) standoff cartridges), Battery Pack, CEW Holster and CEW license (required); and providing for an effective date.

Item	**Unit Price**	**Quantity**	**Cost**
Conducted Energy Weapon System (CEW/Taser Handle, two (2) close quarter cartridges, two (2) standoff cartridges, Battery Pack), CEW Holster and CEW license (required).	$2,938.73	5	$14,693.65
Total Cost			**$14,693.65**
JAG Grant Award Amount			**$13,729.00**
Remaining Balance (Excess to come from current budget)			$964.65

Analysis:
The department currently has CEW's in service for sworn members who engage suspects and others who may pose a risk to themselves and others, on a routine basis. The current CEW's are antiquated and nearing or have reached their serviceability life. Furthermore, the CEW's that are no longer serviceable, cannot be repaired due to parts availability. By upgrading to newer CEW systems, officers will continue to have this less-lethal equipment available during incidents in which the suspect is actively and/or aggressively resisting officer's efforts to apprehend them or take into custody, those persons who pose a risk of harm to themselves or others.

Procurement Analysis:
N/A

Options:
1. Approve the resolution authorizing the application and acceptance of FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula grant from the U.S. Department of Justice in the amount of $13,729.00 to defray the cost of five (5) less-lethal Conducted Energy Weapons Systems, which includes (CEW/Taser Handle, two (2) close quarter cartridges, two (2) standoff cartridges), Battery Pack, CEW Holster and CEW license (required); and authorized source purchase; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
If awarded, a budget adjustment will be necessary to add this into the current budget. There is no local match required for this grant.

Account No.	001-0000-331-2100
Project No.	JA0036

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO APPLY FOR AND, IF AWARDED, ACCEPT THE FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM – LOCAL FORMULA GRANT FROM THE U.S. DEPARTMENT OF JUSTICE IN THE AMOUNT OF $13,729.00 TO DEFRAY COSTS ASSOCIATED WITH THE PURCHASE OF DEPARTMENT EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Leesburg Police Department is hereby authorized to apply for and, if awarded, accept the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula grant from the U.S. Department of Justice in the amount of **$13,729.00** to defray costs associated with the purchase of department equipment.

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 13th day of April 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Non-Binding Budgetary Estimate

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-836983-46118JD

Issued: 04/06/2026

Quote Expiration:

Estimated Contract Start Date: 08/01/2026

Account Number: 110001
Payment Terms: N30
Mode of Delivery: AUTO-GND
Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Leesburg Police Dept. - FL 115 E Magnolia St Leesburg, FL 34748-5834 USA	Leesburg Police Dept. - FL PO Box 490630 Leesburg FL 34749-0630 USA Email: chris.parsons@leesburgflorida.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Johnathan Dugas Phone: 8134980208 Email: jdugas@axon.com Fax:	Christopher Parsons Phone: 3527289786 Email: chris.parsons@leesburgflorida.gov Fax: (352) 365-1026

Quote Summary

Program Length	60 Months
TOTAL COST	$17,771.75
ESTIMATED TOTAL W/ TAX	$17,771.75

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$17,771.75	$0.00	$17,771.75
Total	**$17,771.75**	**$0.00**	**$17,771.75**

Quote Unbundled Price:	**$17,771.75**
Quote List Price:	**$17,771.75**
Quote Subtotal:	**$17,771.75**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	5			$86.37	$86.37	$431.85	$0.00	$431.85
20018	AXON TASER - BATTERY PACK - TACTICAL	5			$117.16	$117.16	$585.80	$0.00	$585.80
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20			$46.35	$46.35	$927.00	$0.00	$927.00
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20			$46.35	$46.35	$927.00	$0.00	$927.00
20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	5			$2,200.00	$2,200.00	$11,000.00	$0.00	$11,000.00
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	5	60		$5.83	$5.83	$1,749.00	$0.00	$1,749.00
A la Carte Warranties									
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	49		$0.53	$0.53	$129.85	$0.00	$129.85
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	49		$8.25	$8.25	$2,021.25	$0.00	$2,021.25
Total							**$17,771.75**	**$0.00**	**$17,771.75**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	5	1	07/01/2026
A la Carte	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	07/01/2026
A la Carte	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	5	1	07/01/2026
A la Carte	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20	1	07/01/2026
A la Carte	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20	1	07/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	5	08/01/2026	07/31/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	07/01/2027	07/31/2031
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	07/01/2027	07/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	115 E Magnolia St	Leesburg	FL	34748-5834	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	5	$11,000.00	$0.00	$11,000.00
Annual Payment 1	20018	AXON TASER - BATTERY PACK - TACTICAL	5	$585.80	$0.00	$585.80
Annual Payment 1	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	5	$431.85	$0.00	$431.85
Annual Payment 1	20248	AXON TASER - EVIDENCE.COM LICENSE	5	$1,749.00	$0.00	$1,749.00
Annual Payment 1	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20	$927.00	$0.00	$927.00
Annual Payment 1	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20	$927.00	$0.00	$927.00
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	$129.85	$0.00	$129.85
Annual Payment 1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	$2,021.25	$0.00	$2,021.25
Total				**$17,771.75**	**$0.00**	**$17,771.75**

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: April 13, 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 Water and Wastewater Utility Pioneering Agreement with Trinity Land Company, LLC and all; and providing an effective date.

Staff Recommendation:
Approve Water and Wastewater "Pioneering Agreements" with Trinity Land Development Company (aka: Hanover).

Analysis:
The attached Pioneering Agreements will pave the way for water and sewer infrastructure to be constructed along the CR 33 development corridor. These agreements are unique in that they make impact fee payments to Trinity subordinate to the previous Pioneering Agreement approved between the City and NVR Homes (now Kolter Homes). This is important because as Kolter builds the sewer bypass system to serve south Leesburg in the US 27 corridor, several Trinity Homes will connect to their investments. Hence, impact fees generated by Trinity Developments will pay Kolter, before they are paid to Trinity.

Further staff has determined that there is enough entitled growth units to pay the cost of pioneering agreements and still have residual revenue for future City development costs. The chart below shows the estimation formulas. There are 7,503 entitled units in **south Leesburg**. At $4,567/Residential Unit for sewer impact fees and $2,039/Residential for water impact fees, there exists the potential to collect over $51.8 million and $23.1 million for sewer and water, respectively. After a pioneering agreement obligations to Kolter, in an estimated amount of $14.2 million and $11.3 million to Trinity; $33.2 million for sewer and $16.2 million can be reserved for the City's future use. Such use would most probably be treatment expansion for sewer and well capacity/treatment for water.

PUDs, IMPACT FEE COLLECTIONS AND OBLIGATIONS - FOR SOU

Sewer	$	4,567
Water	$	2,039

US 27 CORRIDOR		CR 33 CO
APPROVED PUD	**UNITS**	**APPROVED PUD**
Whispering Hills	2,942	Denham Village
Hodges	449	Clearwater
Windmill	614	Cedar Ridge
MoJo	402	Benderson Trust
Anthony	391	Zellwood
Lake Co	182	Banning 3&4
Lyden	718	Banning 1&2
BarKey	1,500	Tierra Vista
Blue Cedar	305	Preservation
TOTAL UNITS	**7,503**	
Sewer - Potential Fee Revenue	$ 34,266,201	
Water - Potential Fee Revenue	$ 15,298,617	

Impact Fee Obligations			Potential I
NVR Sewer Obligation	$	14,200,000	Sewer Impact Fees
Hanover Sewer (US 27)	$	1,200,000	Water Impact Fees
Hanover Sewer (CR 33)	$	3,200,000	
TOTAL SEWER OBLIGATIONS	**$**	**18,600,000**	**REMAINING IMPACT FEES FO**
Hanover Water (US 27)	$	500,000	**Sewer Impact Fees**
Hanover Water (CR 33)	$	6,400,000	**Water Impact Fees**
TOTAL WATER OBLIGATIONS	**$**	**6,900,000**	

Also note, that the agreements require the developer to demonstrate actual costs for reimbursements as the agreements are not tied to units, but cost to develop the infrastructure.

Procurement Analysis:
N/A

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

Fiscal Impact:

Provided in analysis.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A WATER AND WASTEWATER UTILITY PIONEERING AGREEMENT WITH TRINITY LAND COMPANY, LLC AND ALL; 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 Water and Wastewater Utility Pioneering agreements with Trinity Land Company, LLC and all, whose address is 605 Commonwealth Avenue, Orlando, FL 32803.

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 13th day of April 2026.

_____
Mayor

ATTEST:

_____
City Clerk

This instrument prepared by
and after recording return to:

William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

Parcel ID Numbers:

- Tierra Vista: 27-20-24-0004-000-01100, 23-18-24-0004-000-01900, 24-18-24-0003-000-02201, 24-18-24-0003-000-02200, 25-18-24-0002-000-00501, 25-18-24-0002-000-00500, 26-18-24-0001-000-00200, 26-18-24-0001-000-00200, 26-18-24-0001-000-04200, 34-20-24-0001-000-00100
- Banning Ranch 1 & 2: 3420240002-000-00401, 3420240003-000-00400, 3320240001-000-00302 and 3420240002-000-00202
- Banning Ranch 3 & 4: 32-20-24-0004-000-00900, 33-20-24-0001-000-00300, 33-20-24-0004-000-00301
- Banning Ranch 5 (Zellwood Properties): 32-20-24-0004-000-00600
- Preservation Place (Battaglia) : 34-20-24-0004-000-00800, 34-20-24-0004-000-00902, 35-20-24-0002-000-01500, 35-20-24-0003-000-00501, 34-20-24-0004-000-00900, 34-20-24-0004-000-00901
- Cedar Creek Investments (Manor Oaks): 22-20-24-0004-000-03500, 23-20-24-0003-000-01500

----------[SPACE ABOVE THIS LINE FOR RECORDING DATA]----------

WATER UTILITIES IMPROVEMENT AGREEMENT FOR
BANNING RANCH, TIERRA VISTA, PRESERVATION PLACE, & MANOR OAKS DEVELOPMENTS

THIS WATER UTILITIES IMPROVEMENT AGREEMENT FOR BANNING RANCH Phases 1 & 2, BANNING RANCH Phases 3 & 4, TIERRA VISTA, PRESERVATION PLACE PROPERTY (BATTAGLIA), BANNING RANCH 5 (ZELLWOOD PROPERTIES) and CEDAR CREEK INVESTMENTS (MANOR OAKS) PLANNED UNIT DEVELOPMENTS is hereby entered into on this ___ day of _____, 2026, by and between **THE CITY OF LEESBURG**, a Florida municipal corporation, whose mailing address is 501 West Meadow Street, Leesburg, Florida 34748 (the "City") and **TLC TIERRA VISTA LLC,** a Florida limited liability company, whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803 ("Tierra Vista Developer"), **TLC BANNING RANCH, LLC**, a Florida limited liability company, whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803 ("Banning Ranch Developer"), **TLC WHITEMARSH, LLC**, a Florida limited liability company, whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803 (the "Preservation Place (Battaglia) Developer") and **TRINITY LAND COMPANY, LLC**, a Florida limited liability company, whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803 ("Trinity"). The Banning Ranch Developer, Preservation Place (Battaglia) Developer, Tierra Vista Developer, and Trinity are hereinafter collectively referred to as the "Developers".

Recitals

WHEREAS, the Banning Ranch Developer is the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 3420240002-000-00401, 3420240003-

000-00400, 3320240001-000-00302 and 3420240002-000-00202and described more particularly on **Exhibit "A"** attached hereto (the "Banning Ranch Phase 1 & 2 Property");

WHEREAS, on or about May 27, 2021, the City adopted Ordinance Number 21-29 which approved a Planned Unit Development Agreement for the Banning Ranch Phase 1 & 2 Development on the Banning Ranch Property (the "Banning Ranch PUD");

WHEREAS, pursuant to the Banning Ranch Phase 1 & 2 PUD, the Banning Ranch Developer is authorized to construct two hundred and seventy-eight (278) single-family residential units on the Property;

WHEREAS, the Banning Ranch Developer is also the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 32-20-24-0004-000-00900, 33-20-24-0001-000-00300, 33-20-24-0004-000-00301 described more particularly on **Exhibit "B**" attached hereto (the "Banning Ranch Phase 3 & 4 Property");

WHEREAS, on or about December 14, 2023, the City adopted Ordinance PUD Number 23-480 which approved a Planned Unit Development Agreement for the Banning Ranch Phase 3 & 4 Development on the Banning Ranch Property (the "Banning Ranch 3 & 4 PUD");

WHEREAS, pursuant to the Banning Ranch Phase 3 & 4 PUD, the Banning Ranch Developer is authorized to construct five hundred and thirty (530) single-family residential units on the Property;

WHEREAS, the Banning Ranch Developer is the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number 32-20-24-000400000600 and described more particularly on **"Exhibit "C"** attached hereto (the "Banning Ranch Phase 5 (Zellwood Properties) Property);

WHEREAS, on or about December 6, 2007, the City adopted Ordinance PUD Number 08-29 which approved a Planned Unit Development Agreement for the Banning Ranch Phase 5 Development (Zellwood Properties);

WHEREAS, pursuant to the Banning Ranch Phase 5 PUD (Zellwood Properties), the Banning Ranch Developer is authorized to construct one hundred forty-eight (148) single-family residential units on the Property and one hundred fifty-two (152) townhome residential units;

WHEREAS, the Tierra Vista Developer is developing certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 27-20-24-0004-000-01100, 23-18-24-0004-000-01900, 24-18-24-0003-000-02201, 24-18-24-0003-000-02200, 25-18-24-0002-000-00501, 25-18-24-0002-000-00500, 26-18-24-0001-000-00200, 26-18-24-0001-000-00200, 26-18-24-0001-000-04200, 34-20-24-0001-000-00100 and described more particularly on **Exhibit "D"** attached hereto (the "Tierra Vista Property");

WHEREAS, on or about January 22, 2024, the City adopted Ordinance Number PUD 24-03 which approved a Planned Unit Development Agreement for the Tierra Vista Property Development on the Tierra Vista Property (the "Tierra Vista PUD");

WHEREAS, pursuant to the Tierra Vista PUD, the Tierra Vista Developer is authorized to construct three hundred seventy-one (371) single-family residential units on the Property;

WHEREAS, the Preservation Place (Battaglia) Developer is the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 34-20-24-0004-000-00800, 34-20-24-0004-000-00902, 35-20-24-0002-000-01500, 35-20-24-0003-000-00501, 34-20-24-0004-000-00900, 34-20-24-0004-000-00901and described more particularly on **Exhibit "E**" attached hereto (the "Preservation Place (Battaglia) Property");

WHEREAS, on or about August 8, 2022, the City adopted Ordinance Number 22-42 which approved a Planned Unit Development Agreement for the Preservation Place (Battaglia) Development on the Preservation Place (Battaglia) Property (the "Battaglia PUD");

WHEREAS, pursuant to the Battaglia PUD, the Preservation Place (Battaglia) Developer is authorized to construct five hundred sixty-one (561) single-family residential units on the Property;

WHEREAS, on or about September 9, 2022, the City adopted Ordinance PUD Number PUD 22-339 which approved a Planned Unit Development Agreement (the "Cedar Creek (Manor Oaks) PUD")for development of the real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 22-20-24-0004-000-03500, 23-20-24-0003-000-01500 and described more particularly on **"Exhibit "F"** attached hereto (the "Cedar Creek Investments (Manor Oaks) Property");

WHEREAS, pursuant to the Cedar Creek (Manor Oaks) PUD, the developer is authorized to construct one hundred forty-one (141) single-family residential units on the Property;

WHEREAS, the Banning Ranch Developer, Tierra Vista Developer, Trinity, and Preservation Place Developer are affiliated entities;

WHEREAS, the developer of the Cedar Creek (Manor Oaks) Property being an unaffiliated entity will have water and sanitary services connecting to the utilities being constructed by the Developers;

WHEREAS, the Banning Ranch Phase 1 & 2 PUD, Banning Ranch Phase 3 & 4 PUD, Tierra Vista PUD, Preservation Place (Battaglia) PUD and Banning Ranch Phase 5 PUD (Zellwood Properties) each provide in part that the respective Developers 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 Banning Ranch Phase 1 & 2 Property, Banning Ranch Phase 3 & 4 Property, Tierra Vista Property, Preservation Place (Battaglia) Property and Banning Ranch Phase 5 (Zellwood Properties) including such off-site improvements required by the City and other appropriate governmental agencies, all constructed to the specifications imposed by applicable City ordinances, codes, and regulations;

WHEREAS, each PUD provides in part that the City intends to service the respective Properties with water services and that the cost of supplying all water lines and other necessary infrastructure (e.g. lift stations) shall be the responsibility of each Developer;

WHEREAS, in addition to other costs and charges, the Banning Ranch Phase 1 & 2 PUD, Banning Ranch Phase 3 & 4 PUD, Tierra Vista PUD, Preservation Place (Battaglia) PUD, Banning Ranch Phase 5 (Zellwood Properties) and Cedar Creek (Manor Oaks) PUD require each respective Developer to pay water system capacity impact fees ("Water Impact Fees") associated with the residential development on their Property (the Water Impact Fees are hereinafter referred to as the "Impact Fees") as building permits are issued for each residential unit on their Property, at the then existing applicable rate;

WHEREAS, among other utility system improvements necessary to serve the Preservation Place (Battaglia) Property, the Preservation Place (Battaglia) Developer is to construct and install approximately 3,000 Linear Feet of 12" PVC potable water main along CR 33;

WHEREAS, among other utility system improvements necessary to serve the Banning Ranch Phase 3 & 4, Banning Ranch Phase 1 & 2 and Tierra Vista Property, the Banning Ranch Developer and Tierra Vista Developer are to construct and install approximately 14,030 Linear Feet of 16" PVC potable water main and approximately 2,950 Linear Feet of 18" HDPE potable water main with 24" casing along CR 33; and

WHEREAS, the City deems it to be in the best interest of its citizens and utility customers to enter into this agreement with Developers relating to such installation.

NOW, THEREFORE, in consideration of the matters stated above and of the mutual covenants and promises of the parties hereto, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein for all purposes.

2. **Terms of Agreement**.

A. Construction of Banning Ranch 3 & 4, Banning Ranch 1 & 2, Tierra Vista, Banning Ranch 5 (Zellwood Properties) and Connection To Cedar Creek Investments (Manor Oaks) Potable Water Main The Banning Ranch , Trinity, and Tierra Vista Developers will initially pay all costs to design, engineer, permit, construct and install approximately 14,030 Linear Feet of 16" PVC potable water main and approximately 2,950 Linear Feet of 18" HDPE potable water main with 24" casing and all supporting construction materials, which shall extend along CR 33 from a point near the entrances to Banning Ranch 1 & 2 and Tierra Vista Properties to an existing potable water main line at the intersection of Magnolia Avenue and CR48 (the "Banning Ranch 3 & 4, Banning Ranch 1 & 2 and Tierra Vista Utility Improvements").

B. Construction of Preservation Place (Battaglia) Potable Water Main. The Preservation Place (Battaglia) Developer and Trinity will initially pay all costs to design, engineer, permit, construct, and install approximately 3,000 Linear Feet of 12" PVC potable water main, including all supporting construction materials, which shall extend along CR 33 from a point near the southern entrance of Preservation Place (Battaglia) to a point near the entrances to Banning Ranch 1 & 2 and Tierra Vista Properties (the "Preservation Place (Bataglia) Utility Improvements").

C. Cost Estimate and Conceptual Plan. The cost estimate outlining the estimated costs for construction of the Banning Ranch 3 & 4, Banning Ranch 1 & 2 and Tierra Vista Utility Improvements and the Preservation Place (Bataglia) Utility Improvements is included on **Exhibit "G"** attached hereto (the "Cost Estimate"). The route and location of the Banning Ranch 3 & 4, Banning Ranch 1 & 2 and Tierra Vista Utility Improvements and the Preservation Place (Bataglia) Utility Improvements is generally depicted on **Exhibit "H"** attached hereto.

D. Construction and Conveyance. Each of the Developers shall install their respective Utility Improvements in accordance with the City's Standards and Specifications and according to engineering plans submitted by them and approved by the City prior to commencement of construction, subject to such changes as are approved and/or directed by the City. Such approvals shall confirm the approved changes and any anticipated adjustment to credits towards the Impact Fees. Each of the Developers shall construct and install their Utility Improvements in accordance with all applicable local, state, and federal regulations, and shall provide the City with a set of as-built drawings (including Auto CAD versions) of the Utility Improvements. The Utility Improvements to be constructed by Developers pursuant to this Agreement shall be conveyed or otherwise dedicated to the City within thirty (30) days of the City's final inspection of the Utility Improvements and issuance of a letter of acceptance related thereto. Such conveyance or dedication shall be at no cost to the City and in a form acceptable to the City to ensure the City's ownership of such improvements and shall be free and clear of all liens and encumbrances whatsoever. Developers shall submit an opinion of title or such other documentation to the City as reasonably deems necessary to confirm that no liens and encumbrances exist on the Utility Improvements. As part of such conveyance or dedication, Developers agree to warrant their respective Utility Improvements constructed hereunder for a period of twenty-four (24) months from the date of acceptance by the City as well as post a two (2) year maintenance bond for fifteen percent (15%) of the value of the Utility Improvements. Developers nor their successors, however, shall bear any responsibility for any costs

and expenses for the ongoing maintenance and repair of the Utility Improvements thereafter except for paying utility fees per the City's Code or as otherwise set forth in this Agreement.

E. Performance Bond. If the Utility Improvements have not been completed before Developer's submission of a final plat then the responsible Developer(s) shall furnish a performance bond for their respective Utility Improvements on a form acceptable to the City in accordance with Section 25-453 of the City's Code.

F. Completion of Construction. The Parties hereto agree that the construction of the Utility Improvements contemplated by this Agreement shall be completed and dedicated to the City within thirty-six (36) months of this Agreement's Effective Date, unless the Parties agree to extend such timeframe in writing. Notwithstanding the foregoing, Developers reserve the right and may undertake the Utility Improvements in phases.

G. Impact Fee Credits for Funding of Utility Improvements. In consideration of the obligations set forth herein, the City agrees to provide Developers with credits towards the Impact Fees for the design, engineering, permitting, construction, and installation costs associated with each Developer's Utility Improvements, as desired by the City. The number of impact fee credits will be based on the number of residential units on the respective Properties for which water system capacity impact fees have not already been paid prior to the date of this Agreement. Developers agree not to challenge any increases to the water system capacity impact fees that are approved by the City from time to time. Based on current rates, the total water system capacity impact fee liability associated with the residential development on the Banning Ranch 1 & 2 Property is estimated at $566,842.00, , to include two hundred seventy-eight (278) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "I"**. Based on current rates, the total water system capacity impact fee liability associated with the residential development on the Banning Ranch 3 & 4 Property is estimated at $1,080,670.00, to include five hundred thirty (530) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "J"**. Based on current rates, the total water system capacity impact fee liability associated with the residential development on the Preservation Place (Battaglia) Property is estimated at $1,143,879.00, to include five hundred sixty-one (561) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "K".** Based on current rates, the total water system capacity impact fee liability associated with the residential development on the Tierra Vista Property is estimated at $756,469.00, to include three hundred seventy-one (371) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "L".** Based on current rates, the total water system capacity impact fee liability associated with the residential development on the Banning Ranch Phase 5 (Zellwood Properties) Property is estimated at $1,066,397.00, to include one hundred forty-eight (148) single family dwelling units and one hundred fifty-two Townhomes on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "M"**. Based on current rates, the total water system capacity impact fee liability associated with the residential development on the Cedar Creek Investments (Manor Oaks) Property is estimated at $230,407.00, to include three hundred seventy-one (371) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "N".**

The estimated preliminary costs associated with the Utility Improvements are shown on the Cost Estimate attached hereto as **Exhibit "G"**. Upon the completion of the Utility Improvements or a phase thereof and acceptance by the City, the applicable Developer(s) will provide a written request and certification of the actual costs of construction to the City Manager at the address listed in this Agreement requesting a release of credits towards the Water Impact Fees. Following review and approval by the City Manager, the City will provide the applicable Developer(s) with written notification of the release of such credits. The amount of any credits shall be reasonably determined by the City and its engineer. The Parties acknowledge and agree that Developers have the authority to assign or transfer any credits towards Impact Fees granted pursuant to this Agreement provided Developer gives the City prior written notice at least thirty

(30) days before the transfer and under the condition that any respective credits stay with the corresponding Banning Ranch 1 & 2, Banning Ranch 3 & 4, Banning Ranch 5, Preservation Place (Battaglia) or Tierra Vista Properties. In addition to the foregoing, if either Developer is required or requested by the City to make any modifications to any of the City's existing water facilities, including, but not limited to, any modifications to increase facility capacity (other than those necessary to accommodate the Utility Improvements), the City acknowledges and agrees that such Developer will be entitled to additional credits towards the applicable Impact Fees for such modifications pursuant to the terms of this Agreement and without the need for a separate agreement. The amount of credits for any such modifications to any of the City's existing water facilities shall be reasonably determined by the City and its engineer. The Banning Ranch 1 & 2 Developer shall be responsible for paying all water system capacity impact fee obligations for the Banning Ranch 1 & 2 Property which exceed the total credit due to Developer hereunder. The Banning Ranch Developer shall be responsible for paying all water system capacity impact fee impact fee obligations for the Banning Ranch 3 & 4 Property which exceed the total credit due to Developer hereunder. The Preservation Place (Battaglia) Developer shall be responsible for paying all water system capacity impact fee obligations for the Preservation Place (Battaglia) Property which exceed the total credit due to Developer hereunder. The Tierra Vista Developer shall be responsible for paying all water system capacity impact fee obligations for the Tierra Vista Property which exceed the total credit due to Developer hereunder. The City shall not be obligated to make any payment, transfer, refund, or reimbursement if the impact fee credits to which either Developer is entitled hereunder exceeds the total water system capacity impact fee liability for their respective Properties; nor shall any such excess impact fee credits be transferable to a different property or development. The Developers are submitting additional PUD's planned to be serviced from the water and sewer lines proposed in this agreement. Additional connections to the Utility Improvements are anticipated and the water mains have been sized to accommodate the additional connections. Developers shall be requesting payment or reimbursement from impact fees collected by the City for additional projects within the CR 33 corridor planned by the Developer including the properties described herein, Banning Ranch 1 & 2, Banning Ranch 3 & 4, Preservation Place (Battaglia) and Tierra Vista. The City shall not be obligated to make any payment, transfer, refund, or reimbursement if the impact fee credits to which either Developer is entitled hereunder exceeds the total water system capacity impact fee liability for the residential developments Banning Ranch 1 & 2 Property, Banning 3 &4 Property, Preservation Place (Battaglia) Property, or Tierra Vista Property.

Each Developer executing this Agreement agrees, acknowledges, and understands that the City retains the right to adjust Water System Capacity Impact Fee rates from time to time in accordance with the City's code and state law, and that Developers will not challenge any such rate adjustments nor be entitled to an increase in credits based on any such adjustments which are approved by the City. All credits will be based on the actual cost of the improvements constructed by Developers.

3. **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.

4. **Governing Law; Venue.** 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.

5. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, officials, directors, partners, members, and joint ventures of the Parties. Notwithstanding the foregoing, the rights, benefits, and obligations of Developers contained in this Agreement may be assigned by Developers only after the prior written consent of City, which shall not be unreasonably withheld.

6. **Non-Waiver.** Failure by the City or Developers 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 Developers, 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.

7. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. Notwithstanding the above, Developer waives any claim for, and the City shall not be liable for, any consequential or special damages pursuant to this Agreement.

8. **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.

9. **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.

10. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) TRINITY LAND COMPANY, LLC
Attn: Ben Snyder and Tony Iorio
605 Commonwealth Avenue
Orlando, Florida 32803

(b) TLC WHITEMARSH, LLC,
Attn: Ben Snyder and Tony Iorio
605 Commonwealth Avenue
Orlando, Florida 32803

(c) TLC BANNING RANCH, LLC
Attn: Ben Snyder and Tony Iorio
605 Commonwealth Avenue
Orlando, Florida 32803

(d) TLC Tierra Vista, LLC
Attn: Ben Snyder and Tony Iorio

605 Commonwealth Avenue
Orlando, Florida 32803

(e) City of Leesburg
Attn: Al Minner, City Manager
501 West Meadow Street
Leesburg, Florida 34748

With a copy to:

William Grant Watson, Esq.
City Attorney
4850 N. Highway 19A
Mount Dora, Florida 32757

11. **Entire Agreement; Amendments.** This Agreement, together with applicable portions of the PUD, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either expressed 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.

12. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section. This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

13. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(a) Keep and maintain public records required by the City to perform the services identified herein.

(b) Upon request from the City's custodian of public records, provide the City 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.

(c) 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 Developer does not transfer the records to the City.

(d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Developer or keep and maintain public records required by the City to perform the

service. If Developer transfers all public records to the City upon completion of this Agreement, 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF 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 CITY CLERK, J. ANDI PURVIS, AT 501 WEST MEADOW STREET, LEESBURG, FLORIDA 34748, (352) 728-9786 EXT 1150, ANDI.PURVIS@LEESBURGFLORIDA.GOV.

14. **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 Developer's 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 City upon five (5) business days prior written notice.

15. **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.

16. **Recording of Agreement.** This Agreement may be recorded at Developer's expense in the Public Records of Lake County, Florida, following its Effective Date.

17. **Effective Date.** This Agreement shall become effective upon the date of execution by the last of the Parties.

18. **Waiver of Jury Trial.** The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

19. **Contingency of Approval** This Agreement is expressly contingent upon the City of Leesburg's approval of an increase to the Water and Wastewater Impact Fees, as reflected in the Residential Water System and Wastewater System Capacity Impact Fee Liability exhibits attached hereto. In the event that such impact fees are not approved by the City of Leesburg in a manner consistent with the terms of this Agreement, this Agreement shall be deemed null and void and of no further force or effect, and neither party shall have any further rights or obligations hereunder.

SIGNATURES ON FOLLOWING PAGES

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:_____,
Mayor

Date: _____

ATTEST:

_____
J. Andi Purvis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
William Grant Watson, City Attorney

TLC TIERRA VISTA, LLC, a
Florida limited liability company,

WITNESSES:

_____ By: _____
Signature

_____ Name: _____
Printed Name

_____ Title: _____
Postal Address

_____ Date: _____
Signature

_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by_____, as the _____ of TLC TIERRA VISTA, LLC, a Florida limited liability company, who is ___ personally known or produced as identification _____.

(Seal)

_____
NOTARY PUBLIC

TLC BANNING RANCH, LLC, a Florida limited liability company,

WITNESSES:

_____ By: _____
Signature

_____ Name: _____
Printed Name

_____ Title: _____
Postal Address

_____ Date: _____
Signature

_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by_____, as the _____ of TLC BANNING RANCH, LLC TLC, a Florida limited liability company, who is ___ personally known or produced as identification _____.

(Seal)

_____
NOTARY PUBLIC

TLC WHITEMARSH, LLC , a
Florida limited liability company,

WITNESSES:

_____ By: _____
Signature

_____ Name: _____
Printed Name

_____ Title: _____
Postal Address

_____ Date: _____
Signature

_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by_____, as the _____ of TLC WHITEMARSH, LLC, a Florida limited liability company, who is ___ personally known or produced as identification _____.

(Seal)

_____
NOTARY PUBLIC

TRINITY LAND COMPANY, LLC, a Florida limited liability company,

WITNESSES:

_____ By: _____
Signature

_____ Name: _____
Printed Name

_____ Title: _____
Postal Address

_____ Date: _____
Signature

_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by_____, as the _____ of TRINITY LAND COMPANY, LLC a Florida limited liability company, who is ___ personally known or produced as identification _____.

(Seal)

_____
NOTARY PUBLIC

Exhibit "A"
(Legal Description of Banning Ranch Phase 1 & 2)

PARCEL ID NUMBERS: 34-20-24-0002-000-00401, 34-20-24-0003-000-00400, 33-20-24-0001-000-00302 and 34-20-24-0002-000-00202

A TRACT OF LAND, BEING ALL THE LAND, DESCRIBED IN THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5771, PAGE 619 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SECTIONS 33 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33, FOR A POINT OF REFERENCED; THENCE RUN NORTH 00°44'31" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING; SAID POINT LIES ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO LIES ON THE NORTH LINE OF THE PLAT OF HAMMOCK GROVE ESTATES, ACCORDIND TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 30 THROUGH 33 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°14'25" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 585.00 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°44'31" EAST, ALONG SAID WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.55 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'54" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 736.10 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°43'40" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1318.51 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 SAID POINT ALSO LIES ON THE SOUTH LINE OF THE PLAT OF CLEARWATER RESERVE PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF SAID PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°18'37" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND ALONG THE SOUTH LINE OF SAID PLAT OF CLEARWATER RESERVE PHASE I, ACCORDING TO THE PLAT THEREOF, A DISTANCE OF 1322.17 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF AFORESAID SECTION 34; THENCE RUN SOUTH 89°12'27" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 2651.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 89°14'54" EAST, 105.76 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33 (66' WIDE RIGHT-OF-WAY); THENCE RUN SOUTH 03°00'00" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 662.02 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-

WAY LINE, RUN NORTH 89°12'55” WEST, 149.28 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°13'54” WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.84 FEET TO THE NORTH WEST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 00°46'39” WEST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 659.41 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 00°45'19” WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1324.23 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°12'03” WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND CONTAINS 160.358 ACRES MORE OR LESS.

Exhibit "B"
(Legal Description of Banning Ranch 3 & 4)

Parcel ID NUMBER: 32-20-24-0004-000-00900, 33-20-24-0001-000-00300, 33-20-24-0004-000-00301

PARCEL 1:
THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2:
THE WEST ¾ OF SOUTH ½; THE EAST ½ OF THE NORTHWEST ¼; AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 3:
THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS THE EAST 585 FEET THEREOF.

CONTAINING 463.911 ACRES MORE OR LESS

Exhibit "C"

(Legal Description of Banning Ranch Phase 5 fka Zellwood Properties)

Parcel ID NUMBER: 32-20-24-000400000600

LEGAL DESCRIPTION: (PER OFFICIAL RECORDS BOOK 3079, PAGE 1479) BEGINNING AT THE SOUTHEAST COMER OF THE NORTHWEST 1/4 OF THE SOUTHEAST¼ OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89 DEGREES 16 MINUTES, 18 SECONDS WEST 3756.82 FEET ALONG THE NORTH LINE OF THE SOUTH 1/4 OF SAID SECTION 32 TO THE SOUTHEASTERLY RIGHT OF WAY OF STATE ROAD NO. 48; THENCE NORTH 27 DEGREES 38 MINUTES 30 SECONDS EAST 1749.56 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 82 DEGREES 47 MINUTES 54 SECONDS EAST 391.58 FEET; THENCE SOUTH 74 DEGREES 55 MINUTES 38 SECOND EAST 666.14 FEET; THENCE SOUTH 60 DEGREES 19 MINUTES 25 SECONDS EAST 657.18 FEET; THENCE NORTH 78 DEGREES 21 MINUTES 18 SECONDS EAST 1346.90 FEET TO THE NORTHEAST COMER OF THE NORTHWEST 1/4 OF THE SOUTHEAST¼ OF SAID SECTION 32, THENCE SOUTH 0 DEGREES 49 MINUTES 29 SECONDS EAST 1324.21 FEET ALONG THE EAST LINE OF THE SAID QUARTER-QUARTER TO POINT OF BEGINNING; BEING A 102.5 ACRE TRACT WHICH INCLUDES A 98 ACRE GROVE.

Exhibit "D"
(Legal Description of Tierra Vista Property)

PARCEL ID NUMBERS: 27-20-24-0004-000-01100, 23-18-24-0004-000-01900, 24-18-24-0003-000-02201, 24-18-24-0003-000-02200, 25-18-24-0002-000-00501, 25-18-24-0002-000-00500, 26-18-24-0001-000-00200, 26-18-24-0001-000-00200, 26-18-24-0001-000-04200, 34-20-24-0001-000-00100

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24, EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD 33 AND SOUTH OF THE FLORIDA STATE TURNPIKE. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED RECORDED O.R. BOOK 211, PAGE 143, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH;

THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24, EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD 33 AND SOUTH OF THE FLORIDA STATE TURNPIKE. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED RECORDED O.R. BOOK 211, PAGE 143, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Exhibit “E”

(Legal Description of Preservation Place)

Parcel ID NUMBER: 34-20-24-0004-000-00800, 34-20-24-0004-000-00902, 35-20-24-0002-000-01500, 35-20-24-0003-000-00501, 34-20-24-0004-000-00900, 34-20-24-0004-000-00901and

A TRACT OF LAND, BEING A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°06'19” WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2217.33 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33; THENCE RUN NORTH 03°00'00” WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 2654.12 FEET TO A POINT LYING ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°11'01” EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2381.52 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 35; THENCE RUN NORTH 00°32'58” EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.79 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE RUN SOUTH 89°09'01” EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 353.31 FEET TO A POINT LYING ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02” EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 3065.67 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE LESS OUT PARCEL OF THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 3608, PAGE 2310 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID LESS OUT PARCEL, THE FOLLOWING THREE (3) COURSES; SOUTH 08°04'44” WEST, 600.52 FEET; THENCE RUN SOUTH 81°55'16” EAST, 399.97 FEET; THENCE RUN NORTH 08°04'44” EAST, 271.15 FEET; TO A POINT LYING ON AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02” EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 968.19 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°09'16” WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, A DISTANCE OF 805.52 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE RUN NORTH 89°09'16” WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2652.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND CONTAINS 280.795 ACRES MORE OR LESS

Exhibit “F”
(Legal Description of Manor Oaks)

Parcel ID NUMBER: 22-20-24-0004-000-03500, 23-20-24-0003-000-01500

LEGAL DESCRIPTION: THE SOUTH½ OF THE SOUTHEAST¼ OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA POWER CORPORATION TRANSMISSION LINE EASEMENT, LESS RIGHT-OF-WAY FOR STATE HIGHWAY 33.

Exhibit "G"
(Cost Estimate)

CR 33 Offsite Utilities Cost Estimate
Hanover Land Company
Update 8-25-25

Based on Hudges Brothers bids dated 9/9/24. Pricing remains valid as of 8/25/25

CR 33 OFFISTE SEWER UTILITY IMPROVEMENTS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Mobilization	1	LS	$ 11,553.31	$ 11,553.31
Survey Construction Staking & As-Builts	1	LS	$ 79,024.62	$ 79,024.62
NPDES Monitoring	1	LS	$ 11,553.31	$ 11,553.31
Silt Fence	12,318	LF	$ 2.10	$ 25,867.28
Maintenance of Traffic	1	LS	$ 173,299.60	$ 173,299.60
Geo-Testing	1	LS	$ 15,712.50	$ 15,712.50
GENERAL CONDITIONS				**$ 317,010.60**
Clearing & Grubbing	1	LS	$ 110,911.74	$ 110,911.74
ROW Restoration	26,873	SY	$ 5.35	$ 143,770.50
Remove and Replace Asphalt Driveway	252	SY	$ 95.00	$ 23,963.48
Remove and Replace Wire Fence	685	LF	$ 7.20	$ 4,935.57
EARTHWORK/GRADING				**$ 283,581.30**
Connect to Existing (TSV)	3	EA	$ 6,228.33	$ 18,685.00
4" PVC Forcemain	20	LF	$ 62.20	$ 1,244.00
6" PVC Forcemain	2,590	LF	$ 64.50	$ 167,055.00
8" PVC Forcemain	1,340	LF	$ 77.75	$ 104,185.00
12" PVC Forcemain	6,340	LF	$ 98.30	$ 623,222.00
12" DIP Forcemain	160	LF	$ 215.45	$ 34,472.00
10'' Directional Drill w/ 14" Casing	180	LF	$ 405.00	$ 72,900.00
14'' Directional Drill w/ 20" Casing	2,840	LF	$ 435.00	$ 1,235,400.00
4" Plug Valve	1	EA	$ 1,645.00	$ 1,645.00
6" Plug Valve	7	EA	$ 1,855.00	$ 12,985.00
8" Plug Valve	3	EA	$ 3,195.00	$ 9,585.00
12" Plug Valve	10	EA	$ 5,045.00	$ 50,450.00
ARV Assembly	14	EA	$ 14,105.00	$ 197,470.00
Blow Off Assembly	8	EA	$ 1,600.00	$ 12,800.00
Fittings	1	LS	$ 91,760.00	$ 91,760.00
Testing	13,470	LF	$ 2.75	$ 37,042.50
				$ 2,670,900.50
TOTAL PROJECT COST				**$ 3,271,492.40**

CR 33 OFFISTE WATER UTILITY IMPROVEMENTS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Mobilization	1	LS	$ 18,446.69	$ 18,446.69
Survey Construction Staking & As-Builts	1	LS	$ 126,175.38	$ 126,175.38
NPDES Monitoring	1	LS	$ 18,446.69	$ 18,446.69
Silt Fence	19,667	LF	$ 2.10	$ 41,301.22
Maintenance of Traffic	1	LS	$ 276,700.40	$ 276,700.40
Geo-Testing	1	LS	$ 25,087.50	$ 25,087.50
GENERAL CONDITIONS				**$ 506,157.90**
Clearing & Grubbing	1	LS	$ 177,088.26	$ 177,088.26
ROW Restoration	42,907	SY	$ 5.35	$ 229,552.50
Remove and Replace Asphalt Driveway	403	SY	$ 95.00	$ 38,261.52
Remove and Replace Wire Fence	1,095	LF	$ 7.20	$ 7,880.43
EARTHWORK/GRADING				**$ 452,782.70**
Connect To Existing	1	EA	$ 20,290.00	$ 20,290.00
Temporary Jumper	4	EA	$ 2,295.00	$ 9,180.00
8" PVC Watermain	265	LF	$ 80.70	$ 21,385.50
12" PVC Watermain	3,740	LF	$ 116.75	$ 436,645.00
16" PVC Watermain	13,580	LF	$ 139.00	$ 1,887,620.00
8" Directional Drill w/ 12" Casing	280	LF	$ 335.00	$ 93,800.00
12'' Directional Drill	282	LF	$ 430.00	$ 121,260.00
16" DIP Watermain	80	LF	$ 225.50	$ 18,040.00
18" Directional Drill w/ 24" Casing	3,280	LF	$ 535.00	$ 1,754,800.00
8" Gate Valve	8	EA	$ 2,450.00	$ 19,600.00
10'' Gate Valve	2	EA	$ 3,625.00	$ 7,250.00
12'' Gate Valve	13	EA	$ 4,330.00	$ 56,290.00
16" Gate Valve	14	EA	$ 9,025.00	$ 126,350.00
Fire Hydrant Assy.	40	EA	$ 7,885.00	$ 315,400.00
ARV Assembly	23	EA	$ 11,520.00	$ 264,960.00
Blow Off Assembly	13	EA	$ 1,600.00	$ 20,800.00
Fittings	1	LS	$ 234,150.00	$ 234,150.00
Testing	21,507	LF	$ 4.95	$ 106,459.65
WATER LINE				**$ 5,514,280.15**
TOTAL PROJECT COST				**$ 6,473,220.75**

Exhibit "H"
(Conceptual Utility Improvement Plan)

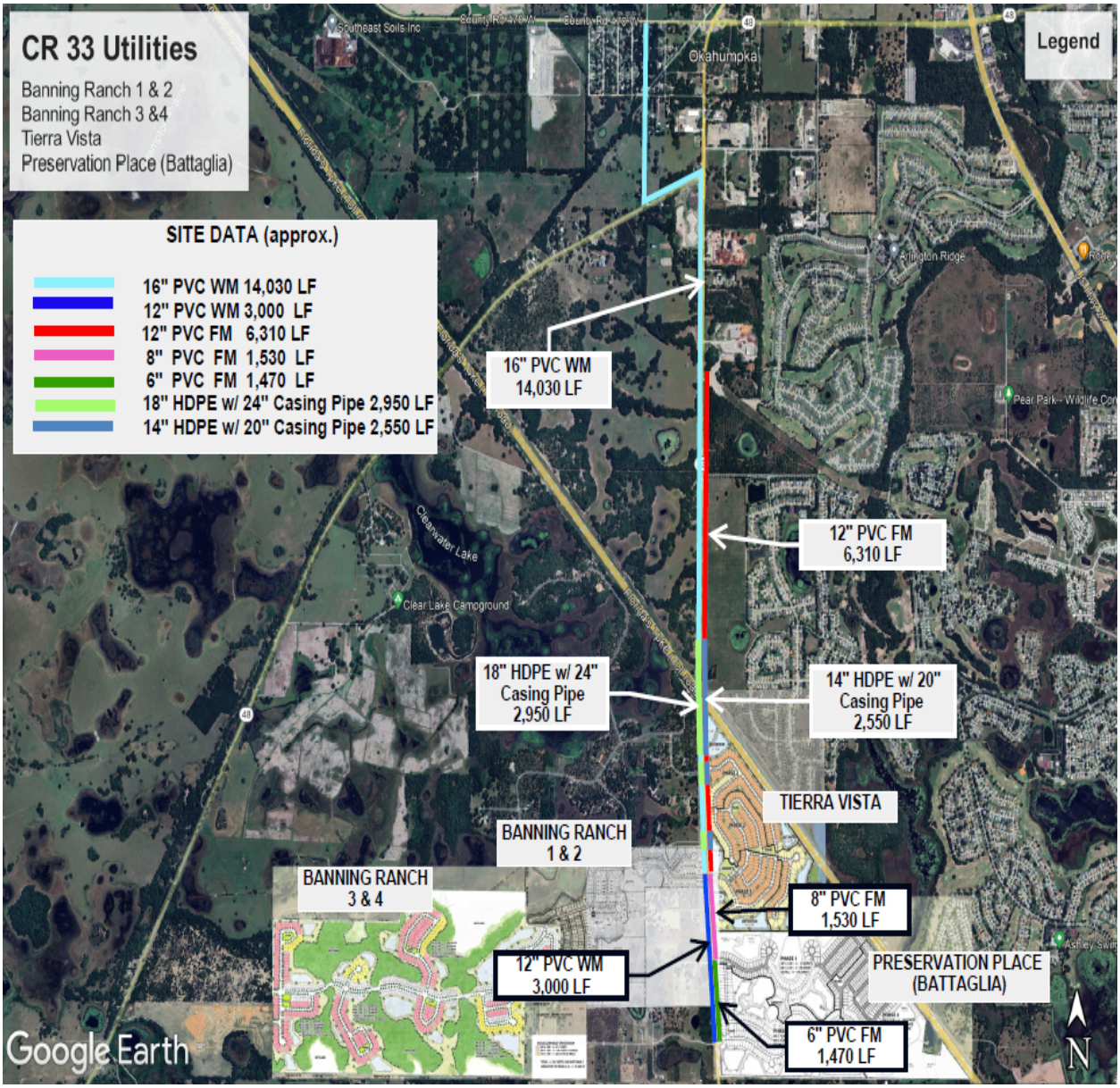


Exhibit "I"
(Estimated Banning Ranch 1 & 2 Residential Water System and Wastewater System Capacity Impact Fee Liability)

USE: Banning Ranch 1 & 2 - 278 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$566,842.00	SFR	Per Unit	278	$2,039.00
Wastewater:	$1,269,626.00	SFR	Per Unit	278	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$1,836,468.00				
USE: Banning Ranch 1 & 2 -				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	$1,836,468.00	ESTIMATE ONLY			
>1,500 SF Townhome	$0.00	Based on 278 Single Family dwelling units			
IMPACT FEES DUE	$1,836,468.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "J"
(Estimated Banning Ranch 3 & 4 Residential Water System and Wastewater System Capacity Impact Fee Liability)

USE: Banning Ranch 3 & 4 - 530 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$1,080,670.00	SFR	Per Unit	530	$2,039.00
Wastewater:	$2.420,510.00	SFR	Per Unit	530	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$3.501,180.00				
USE: Banning Ranch 3 & 4 -				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	$3.501,180.00	ESTIMATE ONLY			
>1,500 SF Townhome	$0.00	Based on 530 Single Family dwelling units			
IMPACT FEES DUE	$3.501,180.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "K"
(Estimated Preservation Place fka Battaglia Residential Water System Capacity Impact Fee Liability)

USE: Preservation Place (Battaglia) - 561 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$1,143,879.00	SFR	Per Unit	561	$2,039.00
Wastewater:	$2,562,087.00	SFR	Per Unit	561	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$3,705,966.00				
USE: Preservation Place (Battaglia) -dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	$3,705,966.00	ESTIMATE ONLY			
>1,500 SF Townhome	$0.00	Based on 561 Single Family dwelling units			
IMPACT FEES DUE	$3,705,966.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "L"
(Estimated Tierra Vista Residential Water System
Capacity Impact Fee Liability)

USE: Tierra Vista - 371 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$756,469.00	SFR	Per Unit	371	$2,039.00
Wastewater:	$1,694,357.00	SFR	Per Unit	371	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$2,450,826.00				
USE: Tierra Vista - dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	$2,450,826.00	ESTIMATE ONLY			
>1,500 SF Townhome	$0.00	Based on 371Single Family dwelling units			
IMPACT FEES DUE	$2,450,826.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "M"
(Estimated Banning 5 fka Zellwood Properties Residential Water System Capacity Impact Fee Liability)

USE: Banning Ranch 5 (Zellwood Properties) - 300 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$756,469.00	SFR	Per Unit	148	$2,039.00
Wastewater:	$675,916.00	SFR	Per Unit	148	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$1,432,385.00				
USE: Banning Ranch 5 (Zellwood Properties)- dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$309,928.00	TH		152	$2,039.00
Wastewater:	$694,184.00	TH		152	$4,567.00
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:	$1,004,112.00				
<1,500 SF Single Family Residence	$1,432,385.00	ESTIMATE ONLY			
>1,500 SF Townhome	$1,004,112.00	Based on 148 Single Family dwelling units & 152 Townhomes			
IMPACT FEES DUE	$2,436,497.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "N"
(Manor Oaks Residential Water System
Capacity Impact Fee Liability)

USE: Manor Oaks- 113 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$230,407.00	SFR	Per Unit	113	$2,039.00
Wastewater:	$516.071.00	SFR	Per Unit	113	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$746,478.00				
USE: Manor Oaks - dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	$746,478.00	ESTIMATE ONLY			
>1,500 SF Townhome	$0.00	Based on 113 Single Family dwelling units			
IMPACT FEES DUE	$746,478.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

This instrument prepared by
and after recording return to:

William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

Parcel ID Numbers:

- Tierra Vista: 27-20-24-0004-000-01100, 23-18-24-0004-000-01900, 24-18-24-0003-000-02201, 24-18-24-0003-000-02200, 25-18-24-0002-000-00501, 25-18-24-0002-000-00500, 26-18-24-0001-000-00200, 26-18-24-0001-000-00200, 26-18-24-0001-000-04200, 34-20-24-0001-000-00100
- Banning Ranch 1 & 2: 3420240002-000-00401, 3420240003-000-00400, 3320240001-000-00302 and 3420240002-000-00202
- Banning Ranch 3 & 4: 32-20-24-0004-000-00900, 33-20-24-0001-000-00300, 33-20-24-0004-000-00301
- Banning Ranch 5 (Zellwood Properties): 32-20-24-0004-000-00600
- Preservation Place (Battaglia) : 34-20-24-0004-000-00800, 34-20-24-0004-000-00902, 35-20-24-0002-000-01500, 35-20-24-0003-000-00501, 34-20-24-0004-000-00900, 34-20-24-0004-000-00901
- Cedar Creek Investments (Manor Oaks): 22-20-24-0004-000-03500, 23-20-24-0003-000-01500

----------[SPACE ABOVE THIS LINE FOR RECORDING DATA]----------

WASTEWATER UTILITIES IMPROVEMENT AGREEMENT FOR BANNING RANCH, TIERRA VISTA, PRESERVATION PLACE, & MANOR OAKS DEVELOPMENTS

THIS WASTEWATER UTILITIES IMPROVEMENT AGREEMENT FOR BANNING RANCH Phases 1 & 2, BANNING RANCH Phases 3 & 4, TIERRA VISTA, PRESERVATION PLACE PROPERTY (BATTAGLIA), BANNING RANCH 5 (ZELLWOOD PROPERTIES) and CEDAR CREEK INVESTMENTS (MANOR OAKS) PLANNED UNIT DEVELOPMENTS is hereby entered into on this ___ day of _____, 2026, by and between **THE CITY OF LEESBURG**, a Florida municipal corporation, whose mailing address is 501 West Meadow Street, Leesburg, Florida 34748 (the "City") and **TLC TIERRA VISTA LLC,** a Florida limited liability company, whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803 ("Tierra Vista Developer"), **TLC BANNING RANCH, LLC**, a Florida limited liability company, whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803 ("Banning Ranch Developer"), **TLC WHITEMARSH, LLC**, a Florida limited liability company, whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803 (the "Preservation Place (Battaglia) Developer") and **TRINITY LAND COMPANY, LLC**, a Florida limited liability company, whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803 ("Trinity"). The Banning Ranch Developer, Preservation Place (Battaglia) Developer, Tierra Vista Developer, and Trinity are hereinafter collectively referred to as the "Developers".

Recitals

WHEREAS, the Banning Ranch Developer is the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 3420240002-000-00401, 3420240003-

000-00400, 3320240001-000-00302 and 3420240002-000-00202and described more particularly on **Exhibit "A"** attached hereto (the "Banning Ranch Phase 1 & 2 Property");

WHEREAS, on or about May 27, 2021, the City adopted Ordinance Number 21-29 which approved a Planned Unit Development Agreement for the Banning Ranch Phase 1 & 2 Development on the Banning Ranch Property (the "Banning Ranch PUD");

WHEREAS, pursuant to the Banning Ranch Phase 1 & 2 PUD, the Banning Ranch Developer is authorized to construct two hundred and seventy-eight (278) single-family residential units on the Property;

WHEREAS, the Banning Ranch Developer is also the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 32-20-24-0004-000-00900, 33-20-24-0001-000-00300, 33-20-24-0004-000-00301 described more particularly on **Exhibit "B**" attached hereto (the "Banning Ranch Phase 3 & 4 Property");

WHEREAS, on or about December 14, 2023, the City adopted Ordinance PUD Number 23-480 which approved a Planned Unit Development Agreement for the Banning Ranch Phase 3 & 4 Development on the Banning Ranch Property (the "Banning Ranch 3 & 4 PUD");

WHEREAS, pursuant to the Banning Ranch Phase 3 & 4 PUD, the Banning Ranch Developer is authorized to construct five hundred and thirty (530) single-family residential units on the Property;

WHEREAS, the Banning Ranch Developer is the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number 32-20-24-000400000600 and described more particularly on **"Exhibit "C"** attached hereto (the "Banning Ranch Phase 5 (Zellwood Properties) Property);

WHEREAS, on or about December 6, 2007, the City adopted Ordinance PUD Number 08-29 which approved a Planned Unit Development Agreement for the Banning Ranch Phase 5 Development (Zellwood Properties);

WHEREAS, pursuant to the Banning Ranch Phase 5 PUD (Zellwood Properties), the Banning Ranch Developer is authorized to construct one hundred forty-eight (148) single-family residential units on the Property and one hundred fifty-two (152) townhome residential units;

WHEREAS, the Tierra Vista Developer is developing certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 27-20-24-0004-000-01100, 23-18-24-0004-000-01900, 24-18-24-0003-000-02201, 24-18-24-0003-000-02200, 25-18-24-0002-000-00501, 25-18-24-0002-000-00500, 26-18-24-0001-000-00200, 26-18-24-0001-000-00200, 26-18-24-0001-000-04200, 34-20-24-0001-000-00100 and described more particularly on **Exhibit "D"** attached hereto (the "Tierra Vista Property");

WHEREAS, on or about January 22, 2024, the City adopted Ordinance Number PUD 24-03 which approved a Planned Unit Development Agreement for the Tierra Vista Property Development on the Tierra Vista Property (the "Tierra Vista PUD");

WHEREAS, pursuant to the Tierra Vista PUD, the Tierra Vista Developer is authorized to construct three hundred seventy-one (371) single-family residential units on the Property;

WHEREAS, the Preservation Place (Battaglia) Developer is the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 34-20-24-0004-000-00800, 34-20-24-0004-000-00902, 35-20-24-0002-000-01500, 35-20-24-0003-000-00501, 34-20-24-0004-000-00900, 34-20-24-0004-000-00901and described more particularly on **Exhibit "E**" attached hereto (the "Preservation Place (Battaglia) Property");

WHEREAS, on or about August 8, 2022, the City adopted Ordinance Number 22-42 which approved a Planned Unit Development Agreement for the Preservation Place (Battaglia) Development on the Preservation Place (Battaglia) Property (the "Battaglia PUD");

WHEREAS, pursuant to the Battaglia PUD, the Preservation Place (Battaglia) Developer is authorized to construct five hundred sixty-one (561) single-family residential units on the Property;

WHEREAS, on or about September 9, 2022, the City adopted Ordinance PUD Number PUD 22-339 which approved a Planned Unit Development Agreement (the "Cedar Creek (Manor Oaks) PUD")for development of the real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 22-20-24-0004-000-03500, 23-20-24-0003-000-01500 and described more particularly on **"Exhibit "F"** attached hereto (the "Cedar Creek Investments (Manor Oaks) Property");

WHEREAS, pursuant to the Cedar Creek (Manor Oaks) PUD, the developer is authorized to construct one hundred forty-one (141) single-family residential units on the Property;

WHEREAS, the Banning Ranch Developer, Tierra Vista Developer, Trinity, and Preservation Place Developer are affiliated entities;

WHEREAS, the developer of the Cedar Creek (Manor Oaks) Property being an unaffiliated entity will have water and sanitary services connecting to the utilities being constructed by the Developers;

WHEREAS, the Banning Ranch Phase 1 & 2 PUD, Banning Ranch Phase 3 & 4 PUD, Tierra Vista PUD, Preservation Place (Battaglia) PUD and Banning Ranch Phase 5 PUD (Zellwood Properties) each provide in part that the respective Developers 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 Banning Ranch Phase 1 & 2 Property, Banning Ranch Phase 3 & 4 Property, Tierra Vista Property, Preservation Place (Battaglia) Property and Banning Ranch Phase 5 (Zellwood Properties) including such off-site improvements required by the City and other appropriate governmental agencies, all constructed to the specifications imposed by applicable City ordinances, codes, and regulations;

WHEREAS, each PUD provides in part that the City intends to service the respective Properties with water and wastewater services and that the cost of supplying all water and wastewater lines and other necessary infrastructure (e.g. lift stations) shall be the responsibility of each Developer;

WHEREAS, On February 12, 2024, the City adopted Resolution 11,786, which approved a Utilities Improvement Agreement with TLC Hodges Reserve, LLC ("TLC Hodges") and TLC DR Holdings, LLC ('TLC DR Holdings") (both are affiliated entities with Developers) for Hodges Reserve, Anthony Property, and LakeCo Dewey Planned Unit Developments, regarding construction of certain water and wastewater lines associated with those developments and their eventual connection to the sewer bypass as set forth in Section 2(a) of the said Agreement;

WHEREAS, it's anticipated that a portion of the wastewater utility line(s) described herein will connect to a wastewater line being constructed by NVR, Inc., and/or its successors or assigns (the "NVR Sewer Line"), in accordance with that certain Utility Construction Reimbursement (Pioneering) and Wastewater Capacity Reservation Agreement between NVR., Inc., and the City dated October 9, 2023 (the "Bar Key Agreement");

WHEREAS, in addition to other costs and charges, the Banning Ranch Phase 1 & 2 PUD, Banning Ranch Phase 3 & 4 PUD, Tierra Vista PUD, Preservation Place (Battaglia) PUD, Banning Ranch Phase 5 (Zellwood Properties) and Cedar Creek (Manor Oaks) PUD require each respective Developer to pay wastewater system capacity impact fees ("Wastewater Impact Fees") associated with the residential development on their Property (the Wastewater Impact Fees are hereinafter referred to as the "Impact

Fees") as building permits are issued for each residential unit on their Property, at the then existing applicable rate;

WHEREAS, among other utility system improvements necessary to serve the Preservation Place (Battaglia) Property, the Preservation Place (Battaglia) Developer is to construct and install approximately 1,470 Linear Feet of 6" PVC sewer main and approximately 1,530 Linear Feet of 8" PVC sewer main;

WHEREAS, among other utility system improvements necessary to serve the Banning Ranch Phase 3 & 4, Banning Ranch Phase 1 & 2 and Tierra Vista Property, the Banning Ranch Developer is to construct and install approximately 6,310 Linear Feet of 12" PVC sewer main, approximately 2,550 Linear Feet of 14" HDPE sewer main with 20" casing.; and

WHEREAS, the City deems it to be in the best interest of its citizens and utility customers to enter into this agreement with Developers relating to such installation.

NOW, THEREFORE, in consideration of the matters stated above and of the mutual covenants and promises of the parties hereto, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein for all purposes.

2. **Terms of Agreement**.

A. Construction of Banning Ranch 3 & 4, Banning Ranch 1 & 2, Tierra Vista, Banning Ranch 5 (Zellwood Properties) and Connection To Cedar Creek Investments (Manor Oaks) Sewer Main The Banning Ranch Tierra Vista, and Trinity Developers will initially pay all costs to design, engineer, permit, construct, and install approximately 6,310 Linear Feet of 12" PVC sewer main pipe and approximately 2,550 Linear Feet of 14" HDPE sewer main with 20" casing including all supporting construction materials, which shall extend along CR 33 from a point near the entrances to Banning Ranch 1 & 2 and Tierra Vista Properties to the NVR Sewer Line at the intersection of the Duke Energy Powerline Easement (the "Banning Ranch and Tierra Vista Utility Improvements").

B. Construction of Preservation Place (Battaglia) Sewer Main The Preservation Place (Bataglia) Developer will initially pay all costs to design, engineer, permit, construct, and install approximately 1,470 Linear Feet of 6" PVC sewer main, approximately 1,530 Linear Feet of 8" PVC sewer main including all supporting construction materials, which shall extend along CR 33 from a point near the southern entrance of Preservation Place (Battaglia) to a point near the entrances to Banning Ranch 1 & 2 and Tierra Vista Properties (the "Preservation Place (Bataglia) Utility Improvements").

C. Cost Estimate and Conceptual Plan. The cost estimate outlining the estimated costs for construction of the Banning Ranch 3 & 4, Banning Ranch 1 & 2 and Tierra Vista Utility Improvements and the Preservation Place (Bataglia) Utility Improvements is included on **Exhibit "G"** attached hereto (the "Cost Estimate"). The route and location of the Banning Ranch 3 & 4, Banning Ranch 1 & 2 and Tierra Vista Utility Improvements and the Preservation Place (Bataglia) Utility Improvements is generally depicted on **Exhibit "H"** attached hereto.

D. Construction and Conveyance. Each of the Developers shall install their respective Utility Improvements in accordance with the City's Standards and Specifications and according to engineering plans submitted by them and approved by the City prior to commencement of construction, subject to such changes as are approved and/or directed by the City. Such approvals shall confirm the approved changes and any anticipated adjustment to credits towards the Impact Fees. Each of the Developers shall construct and install their Utility Improvements in accordance with all applicable local, state,

and federal regulations, and shall provide the City with a set of as-built drawings (including Auto CAD versions) of the Utility Improvements. The Utility Improvements to be constructed by Developers pursuant to this Agreement shall be conveyed or otherwise dedicated to the City within thirty (30) days of the City's final inspection of the Utility Improvements and issuance of a letter of acceptance related thereto. Such conveyance or dedication shall be at no cost to the City and in a form acceptable to the City to ensure the City's ownership of such improvements and shall be free and clear of all liens and encumbrances whatsoever. Developers shall submit an opinion of title or such other documentation to the City as reasonably deems necessary to confirm that no liens and encumbrances exist on the Utility Improvements. As part of such conveyance or dedication, Developers agree to warrant their respective Utility Improvements constructed hereunder for a period of twenty-four (24) months from the date of acceptance by the City as well as post a two (2) year maintenance bond for fifteen percent (15%) of the value of the Utility Improvements. Developers nor their successors, however, shall bear any responsibility for any costs and expenses for the ongoing maintenance and repair of the Utility Improvements thereafter except for paying utility fees per the City's Code or as otherwise set forth in this Agreement.

E. Performance Bond. If the Utility Improvements have not been completed before Developer's submission of a final plat then the responsible Developer(s) shall furnish a performance bond for their respective Utility Improvements on a form acceptable to the City in accordance with Section 25-453 of the City's Code.

F. Completion of Construction. The Parties hereto agree that the construction of the Utility Improvements contemplated by this Agreement shall be completed and dedicated to the City within thirty-six (36) months of this Agreement's Effective Date, unless the Parties agree to extend such timeframe in writing. Notwithstanding the foregoing, Developers reserve the right and may undertake the Utility Improvements in phases.

G. Impact Fee Credits for Funding of Utility Improvements. In consideration of the obligations set forth herein, the City agrees to provide Developers with credits towards the Impact Fees for the design, engineering, permitting, construction, and installation costs associated with Each Developer's Utility Improvements, as desired by the City. The number of impact fee credits will be based on the number of residential units on the respective Properties for which wastewater system capacity impact fees have not already been paid prior to the date of this Agreement. Developers agree not to challenge any increases to the wastewater system capacity impact fees that are approved by the City from time to time. Based on current rates, , the total wastewater system capacity impact fee liability associated with the residential development on the Banning Ranch 1 & 2 Property is estimated at $1,269,626.00, to include two hundred seventy-eight (278) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "I"**. Based on current rates, the total wastewater system capacity impact fee liability associated with the residential development on the Banning Ranch 3 & 4 Property is estimated at $2,420,510.00, to include five hundred thirty (530) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "J"**. Based on current rates, the total wastewater system capacity impact fee liability associated with the residential development on the Preservation Place (Battaglia) Property is estimated at $2,562,087.00, to include five hundred sixty-one (561) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "K".** Based on current rates, the total wastewater system capacity impact fee liability associated with the residential development on the Tierra Vista Property is estimated at $1,694,357.00, to include three hundred seventy-one (371) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "L".** Based on current rates, the total wastewater system capacity impact fee liability associated with the residential development on the Banning Ranch Phase 5 (Zellwood Properties) Property is estimated at $1,370,100.00, to include one hundred forty-eight (148) single family dwelling units and one hundred fifty-two Townhomes on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "M"**. Based on current rates, the total wastewater system capacity impact fee liability associated with the residential development

on the Tierra Vista Property is estimated at $516.071.00, to include three hundred seventy-one (371) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "N".**

The estimated preliminary costs associated with the Utility Improvements are shown on the Cost Estimate attached hereto as **Exhibit "G"**. Upon the completion of the Utility Improvements or a phase thereof and acceptance by the City, the applicable Developer(s) will provide a written request and certification of the actual costs of construction to the City Manager at the address listed in this Agreement requesting a release of credits towards the Wastewater Impact Fees, as applicable. Following review and approval by the City Manager, the City will provide the applicable Developer(s) with written notification of the release of such credits. The amount of any credits shall be reasonably determined by the City and its engineer. The Parties acknowledge and agree that Developers have the authority to assign or transfer any credits towards Impact Fees granted pursuant to this Agreement provided Developer gives the City prior written notice at least thirty (30) days before the transfer and under the condition that any respective credits stay with the corresponding Banning Ranch 1 & 2, Banning Ranch 3 & 4, Banning Ranch 5, Preservation Place (Battaglia) or Tierra Vista Properties. In addition to the foregoing, if either Developer is required or requested by the City to make any modifications to any of the City's existing wastewater facilities, including, but not limited to, any modifications to increase facility capacity (other than those necessary to accommodate the Utility Improvements), the City acknowledges and agrees that such Developer will be entitled to additional credits towards the applicable Impact Fees for such modifications pursuant to the terms of this Agreement and without the need for a separate agreement. The amount of credits for any such modifications to any of the City's existing water facilities shall be reasonably determined by the City and its engineer. The Banning Ranch Developer shall be responsible for paying wastewater system capacity impact fee obligations for the Banning Ranch 1 & 2 Property which exceed the total credit due to Developer hereunder. The Banning Ranch Developer shall be responsible for paying all wastewater system capacity impact fee obligations for the Banning Ranch 3 & 4 Property which exceed the total credit due to Developer hereunder. The Preservation Place (Battaglia) Developer shall be responsible for paying all wastewater system capacity impact fee obligations for the Preservation Place (Battaglia) Property which exceed the total credit due to Developer hereunder. The Tierra Vista Developer shall be responsible for paying all wastewater system capacity impact fee obligations for the Tierra Vista Property which exceed the total credit due to Developer hereunder. The City shall not be obligated to make any payment, transfer, refund, or reimbursement if the impact fee credits to which either Developer is entitled hereunder exceeds the total wastewater system capacity impact fee liability for their respective Properties; nor shall any such excess impact fee credits be transferable to a different property or development. The Developers may be submitting additional PUD's planned to be serviced from the sewer lines proposed in this agreement. Additional connections to the Utility Improvements are anticipated and the sewer mains have been sized to accommodate the additional connections. Developers shall be requesting payment or reimbursement from impact fees collected by the City for additional projects within the CR 33 corridor planned by the Developer including the properties described herein, Banning Ranch 1 & 2, Banning Ranch 3 & 4, Preservation Place (Battaglia) and Tierra Vista. The City shall not be obligated to make any payment, transfer, refund, or reimbursement if the impact fee credits to which either Developer is entitled hereunder exceeds the total wastewater system capacity impact fee liability for the residential developments Banning Ranch 1 & 2 Property, Banning 3 &4 Property, Preservation Place (Battaglia) Property, or Tierra Vista Property.

Each Developer executing this Agreement agrees, acknowledges, and understands that the City retains the right to adjust Wastewater System Capacity Impact Fee rates from time to time in accordance with the City's code and state law, and that Developers will not challenge any such rate adjustments nor be entitled to an increase in credits based on any such adjustments which are approved by the City. All credits will be based on the actual cost of the improvements constructed by Developers.

3. **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.

4. **Subordination**. It's anticipated that a portion of the improvements set forth hereunder will connect to the NVR Sewer Line which is conceptually divided into three (3) segments for purposes of this Agreement. As such, each of the Developers executing this Agreement, as well as TLC HODGES and TLC DR HOLDINGS, acknowledges, agrees, and understands that this Agreement and their respective rights to receive any credits towards impact fees provided for hereunder or in a separate agreement with the City (as to TLC Hodges and TLC DR Holdings), shall be subordinate to the rights of NVR, Inc., or its successor(s) and/or assign(s) (collectively referred to as "NVR") to receive reimbursement in accordance with the Bar Key Agreement. More specifically, (i) impact fees collected from Developers' developments along CR 33 will be paid to NVR until NVR has been reimbursed for forty-seven percent (46.7%) of its construction costs associated with Section A of the NVR Sewer Line; and (ii) impact fees collected from the TLC Hodges and TLC DR Holdings developments will be paid to NVR until NVR has been reimbursed for nineteen percent (16%) of its construction costs associated with Sections B and C of the NVR Sewer Line. The subordination plan is generally depicted on Exhibit "O" attached hereto

5. **Governing Law; Venue.** 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.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, officials, directors, partners, members, and joint ventures of the Parties. Notwithstanding the foregoing, the rights, benefits, and obligations of Developers contained in this Agreement may be assigned by Developers only after the prior written consent of City, which shall not be unreasonably withheld.

7. **Non-Waiver.** Failure by the City or Developers 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 Developers, 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.

8. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. Notwithstanding the above, Developer waives any claim for, and the City shall not be liable for, any consequential or special damages pursuant to this Agreement.

9. **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.

10. **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.

11. **Notices.** All notices and other communications required hereunder shall be in writing and

shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) TLC TIERRA VISTA, LLC
Attn: Ben Snyder and Tony Iorio
605 Commonwealth Avenue
Orlando, Florida 32803

(b) TLC WHITEMARSH, LLC,
Attn: Ben Snyder and Tony Iorio
605 Commonwealth Avenue
Orlando, Florida 32803

(c) TLC BANNING RANCH, LLC
Attn: Ben Snyder and Tony Iorio
605 Commonwealth Avenue
Orlando, Florida 32803

(d) TRINITY LAND COMPANY, LLC
Attn: Ben Snyder and Tony Iorio
605 Commonwealth Avenue
Orlando, Florida 32803

(e) TLC Hodges Reserve, LLC
Attn: Ben Snyder and Tony Iorio
605 Commonwealth Avenue
Orlando, Florida 32803

(f) TLC DR Holdings, LLC
Attn: Ben Snyder and Tony Iorio
605 Commonwealth Avenue
Orlando, Florida 32803

(g) City of Leesburg
Attn: Al Minner, City Manager
501 West Meadow Street
Leesburg, Florida 34748

With a copy to:

William Grant Watson, Esq.
City Attorney
4850 N. Highway 19A
Mount Dora, Florida 32757

12. **Entire Agreement; Amendments.** This Agreement, together with applicable portions of the PUD, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either expressed 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.

13. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section. This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

14. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(a) Keep and maintain public records required by the City to perform the services identified herein.

(b) Upon request from the City's custodian of public records, provide the City 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.

(c) 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 Developer does not transfer the records to the City.

(d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Developer or keep and maintain public records required by the City to perform the service. If Developer transfers all public records to the City upon completion of this Agreement, 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF 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 CITY CLERK, J. ANDI PURVIS, AT 501 WEST MEADOW STREET, LEESBURG, FLORIDA 34748, (352) 728-9786 EXT 1150, ANDI.PURVIS@LEESBURGFLORIDA.GOV.

15. **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 Developer's 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 City upon five (5) business days prior written notice.

16. **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.

17. **Recording of Agreement.** This Agreement may be recorded at Developer's expense in the Public Records of Lake County, Florida, following its Effective Date.

18. **Effective Date.** This Agreement shall become effective upon the date of execution by the last of the Parties.

19. **Waiver of Jury Trial.** The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

20. **Contingency of Approval** This Agreement is expressly contingent upon the City of Leesburg's approval of an increase to the Water and Wastewater Impact Fees, as reflected in the Residential Water System and Wastewater System Capacity Impact Fee Liability exhibits attached hereto. In the event that such impact fees are not approved by the City of Leesburg in a manner consistent with the terms of this Agreement, this Agreement shall be deemed null and void and of no further force or effect, and neither party shall have any further rights or obligations hereunder.

SIGNATURES ON FOLLOWING PAGES

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:_____,
Mayor

Date: _____

ATTEST:

_____
J. Andi Purvis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
William Grant Watson, City Attorney

TLC BANNING RANCH, LLC, a Florida limited liability company,

WITNESSES:

_____ By: _____
Signature

_____ Name: _____
Printed Name

_____ Title: _____
Postal Address

_____ Date: _____
Signature

_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by_____, as the _____ of TLC BANNING RANCH, LLC TLC, a Florida limited liability company, who is ___ personally known or produced as identification _____.

(Seal)

_____
NOTARY PUBLIC

TLC WHITEMARSH, LLC , a
Florida limited liability company,

WITNESSES:

_____ By: _____
Signature

_____ Name: _____
Printed Name

_____ Title: _____
Postal Address

_____ Date: _____
Signature

_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by_____, as the _____ of TLC WHITEMARSH, LLC, a Florida limited liability company, who is ___ personally known or produced as identification _____.

(Seal)

_____
NOTARY PUBLIC

TLC TIERRA VISTA, LLC, a
Florida limited liability company,

WITNESSES:

_____ By: _____
Signature

_____ Name: _____
Printed Name

_____ Title: _____
Postal Address

_____ Date: _____
Signature

_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by_____, as the _____ of TLC TIERRA VISTA, LLC, a Florida limited liability company, who is ___ personally known or produced as identification _____.

(Seal)

_____
NOTARY PUBLIC

TRINITY LAND COMPANY, LLC, a Florida limited liability company,

WITNESSES:

_____ By: _____
Signature

_____ Name: _____
Printed Name

_____ Title: _____
Postal Address

_____ Date: _____
Signature

_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by_____, as the _____ of TRINITY LAND COMPANY, LLC a Florida limited liability company, who is ___ personally known or produced as identification _____.

(Seal)

_____
NOTARY PUBLIC

TLC HODGES RESERVE, LLC, a Florida limited liability company,

WITNESSES:

_____ By: _____
Signature

_____ Name: _____
Printed Name

_____ Title: _____
Postal Address

_____ Date: _____
Signature

_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by_____, as the _____ of TLC HOLDGES RESERVE, LLC a Florida limited liability company, who is ___ personally known or produced as identification _____.

(Seal)

_____
NOTARY PUBLIC

TLC DR HOLDINGS, LLC, a
Florida limited liability company,

WITNESSES:

_____ By: _____
Signature

_____ Name: _____
Printed Name

_____ Title: _____
Postal Address

_____ Date: _____
Signature

_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2026, by_____, as the _____ of TLC DR HOLDINGS, LLC a Florida limited liability company, who is ___ personally known or produced as identification _____.

(Seal)

_____
NOTARY PUBLIC

Exhibit "A"
(Legal Description of Banning Ranch Phase 1 & 2)

PARCEL ID NUMBERS: 34-20-24-0002-000-00401, 34-20-24-0003-000-00400, 33-20-24-0001-000-00302 and 34-20-24-0002-000-00202

A TRACT OF LAND, BEING ALL THE LAND, DESCRIBED IN THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5771, PAGE 619 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SECTIONS 33 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33, FOR A POINT OF REFERENCED; THENCE RUN NORTH 00°44'31" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING; SAID POINT LIES ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO LIES ON THE NORTH LINE OF THE PLAT OF HAMMOCK GROVE ESTATES, ACCORDIND TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 30 THROUGH 33 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°14'25" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 585.00 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°44'31" EAST, ALONG SAID WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.55 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'54" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 736.10 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°43'40" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1318.51 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 SAID POINT ALSO LIES ON THE SOUTH LINE OF THE PLAT OF CLEARWATER RESERVE PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF SAID PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°18'37" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND ALONG THE SOUTH LINE OF SAID PLAT OF CLEARWATER RESERVE PHASE I, ACCORDING TO THE PLAT THEREOF, A DISTANCE OF 1322.17 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF AFORESAID SECTION 34; THENCE RUN SOUTH 89°12'27" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 2651.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 89°14'54" EAST, 105.76 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33 (66' WIDE RIGHT-OF-WAY); THENCE RUN SOUTH 03°00'00" EAST, ALONG SAID WESTERLY

RIGHT-OF-WAY LINE, 662.02 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°12'55” WEST, 149.28 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°13'54” WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.84 FEET TO THE NORTH WEST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 00°46'39” WEST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 659.41 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 00°45'19” WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1324.23 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°12'03” WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND CONTAINS 160.358 ACRES MORE OR LESS.

Exhibit "B"
(Legal Description of Banning Ranch 3 & 4)

Parcel ID NUMBER: 32-20-24-0004-000-00900, 33-20-24-0001-000-00300, 33-20-24-0004-000-00301

PARCEL 1:
THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2:
THE WEST ¾ OF SOUTH ½; THE EAST ½ OF THE NORTHWEST ¼; AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 3:
THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS THE EAST 585 FEET THEREOF.

CONTAINING 463.911 ACRES MORE OR LESS

Exhibit "C"

(Legal Description of Banning Ranch Phase 5 fka Zellwood Properties)

Parcel ID NUMBER: 32-20-24-000400000600

LEGAL DESCRIPTION: (PER OFFICIAL RECORDS BOOK 3079, PAGE 1479) BEGINNING AT THE SOUTHEAST COMER OF THE NORTHWEST 1/4 OF THE SOUTHEAST¼ OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89 DEGREES 16 MINUTES, 18 SECONDS WEST 3756.82 FEET ALONG THE NORTH LINE OF THE SOUTH 1/4 OF SAID SECTION 32 TO THE SOUTHEASTERLY RIGHT OF WAY OF STATE ROAD NO. 48; THENCE NORTH 27 DEGREES 38 MINUTES 30 SECONDS EAST 1749.56 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 82 DEGREES 47 MINUTES 54 SECONDS EAST 391.58 FEET; THENCE SOUTH 74 DEGREES 55 MINUTES 38 SECOND EAST 666.14 FEET; THENCE SOUTH 60 DEGREES 19 MINUTES 25 SECONDS EAST 657.18 FEET; THENCE NORTH 78 DEGREES 21 MINUTES 18 SECONDS EAST 1346.90 FEET TO THE NORTHEAST COMER OF THE NORTHWEST 1/4 OF THE SOUTHEAST¼ OF SAID SECTION 32, THENCE SOUTH 0 DEGREES 49 MINUTES 29 SECONDS EAST 1324.21 FEET ALONG THE EAST LINE OF THE SAID QUARTER-QUARTER TO POINT OF BEGINNING; BEING A 102.5 ACRE TRACT WHICH INCLUDES A 98 ACRE GROVE.

Exhibit "D"
(Legal Description of Tierra Vista Property)

PARCEL ID NUMBERS: 27-20-24-0004-000-01100, 23-18-24-0004-000-01900, 24-18-24-0003-000-02201, 24-18-24-0003-000-02200, 25-18-24-0002-000-00501, 25-18-24-0002-000-00500, 26-18-24-0001-000-00200, 26-18-24-0001-000-00200, 26-18-24-0001-000-04200, 34-20-24-0001-000-00100

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24, EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD 33 AND SOUTH OF THE FLORIDA STATE TURNPIKE. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED RECORDED O.R. BOOK 211, PAGE 143, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH;

THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24, EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD 33 AND SOUTH OF THE FLORIDA STATE TURNPIKE. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED RECORDED O.R. BOOK 211, PAGE 143, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Exhibit "E"
(Legal Description of Preservation Place)

Parcel ID NUMBER: 34-20-24-0004-000-00800, 34-20-24-0004-000-00902, 35-20-24-0002-000-01500, 35-20-24-0003-000-00501, 34-20-24-0004-000-00900, 34-20-24-0004-000-00901and

A TRACT OF LAND, BEING A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°06'19" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2217.33 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33; THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 2654.12 FEET TO A POINT LYING ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°11'01" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2381.52 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 35; THENCE RUN NORTH 00°32'58" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.79 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE RUN SOUTH 89°09'01" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 353.31 FEET TO A POINT LYING ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 3065.67 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE LESS OUT PARCEL OF THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 3608, PAGE 2310 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID LESS OUT PARCEL, THE FOLLOWING THREE (3) COURSES; SOUTH 08°04'44" WEST, 600.52 FEET; THENCE RUN SOUTH 81°55'16" EAST, 399.97 FEET; THENCE RUN NORTH 08°04'44" EAST, 271.15 FEET; TO A POINT LYING ON AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 968.19 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°09'16" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, A DISTANCE OF 805.52 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE RUN NORTH 89°09'16" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2652.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND CONTAINS 280.795 ACRES MORE OR LESS

Exhibit “F”
(Legal Description of Manor Oaks)

Parcel ID NUMBER: 22-20-24-0004-000-03500, 23-20-24-0003-000-01500

LEGAL DESCRIPTION: THE SOUTH½ OF THE SOUTHEAST¼ OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA POWER CORPORATION TRANSMISSION LINE EASEMENT, LESS RIGHT-OF-WAY FOR STATE HIGHWAY 33.

Exhibit "G"
(Cost Estimate)

CR 33 Offsite Utilities Cost Estimate
Hanover Land Company
Update 8-25-25

Based on Hudges Brothers bids dated 9/9/24. Pricing remains valid as of 8/25/25

CR 33 OFFISTE SEWER UTILITY IMPROVEMENTS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Mobilization	1	LS	$ 11,553.31	$ 11,553.31
Survey Construction Staking & As-Builts	1	LS	$ 79,024.62	$ 79,024.62
NPDES Monitoring	1	LS	$ 11,553.31	$ 11,553.31
Silt Fence	12,318	LF	$ 2.10	$ 25,867.28
Maintenance of Traffic	1	LS	$ 173,299.60	$ 173,299.60
Geo-Testing	1	LS	$ 15,712.50	$ 15,712.50
GENERAL CONDITIONS				**$ 317,010.60**
Clearing & Grubbing	1	LS	$ 110,911.74	$ 110,911.74
ROW Restoration	26,873	SY	$ 5.35	$ 143,770.50
Remove and Replace Asphalt Driveway	252	SY	$ 95.00	$ 23,963.48
Remove and Replace Wire Fence	685	LF	$ 7.20	$ 4,935.57
EARTHWORK/GRADING				**$ 283,581.30**
Connect to Existing (TSV)	3	EA	$ 6,228.33	$ 18,685.00
4" PVC Forcemain	20	LF	$ 62.20	$ 1,244.00
6" PVC Forcemain	2,590	LF	$ 64.50	$ 167,055.00
8" PVC Forcemain	1,340	LF	$ 77.75	$ 104,185.00
12" PVC Forcemain	6,340	LF	$ 98.30	$ 623,222.00
12" DIP Forcemain	160	LF	$ 215.45	$ 34,472.00
10'' Directional Drill w/ 14" Casing	180	LF	$ 405.00	$ 72,900.00
14'' Directional Drill w/ 20" Casing	2,840	LF	$ 435.00	$ 1,235,400.00
4" Plug Valve	1	EA	$ 1,645.00	$ 1,645.00
6" Plug Valve	7	EA	$ 1,855.00	$ 12,985.00
8" Plug Valve	3	EA	$ 3,195.00	$ 9,585.00
12" Plug Valve	10	EA	$ 5,045.00	$ 50,450.00
ARV Assembly	14	EA	$ 14,105.00	$ 197,470.00
Blow Off Assembly	8	EA	$ 1,600.00	$ 12,800.00
Fittings	1	LS	$ 91,760.00	$ 91,760.00
Testing	13,470	LF	$ 2.75	$ 37,042.50
				$ 2,670,900.50
TOTAL PROJECT COST				**$ 3,271,492.40**

CR 33 OFFISTE WATER UTILITY IMPROVEMENTS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Mobilization	1	LS	$ 18,446.69	$ 18,446.69
Survey Construction Staking & As-Builts	1	LS	$ 126,175.38	$ 126,175.38
NPDES Monitoring	1	LS	$ 18,446.69	$ 18,446.69
Silt Fence	19,667	LF	$ 2.10	$ 41,301.22
Maintenance of Traffic	1	LS	$ 276,700.40	$ 276,700.40
Geo-Testing	1	LS	$ 25,087.50	$ 25,087.50
GENERAL CONDITIONS				**$ 506,157.90**
Clearing & Grubbing	1	LS	$ 177,088.26	$ 177,088.26
ROW Restoration	42,907	SY	$ 5.35	$ 229,552.50
Remove and Replace Asphalt Driveway	403	SY	$ 95.00	$ 38,261.52
Remove and Replace Wire Fence	1,095	LF	$ 7.20	$ 7,880.43
EARTHWORK/GRADING				**$ 452,782.70**
Connect To Existing	1	EA	$ 20,290.00	$ 20,290.00
Temporary Jumper	4	EA	$ 2,295.00	$ 9,180.00
8" PVC Watermain	265	LF	$ 80.70	$ 21,385.50
12" PVC Watermain	3,740	LF	$ 116.75	$ 436,645.00
16" PVC Watermain	13,580	LF	$ 139.00	$ 1,887,620.00
8" Directional Drill w/ 12" Casing	280	LF	$ 335.00	$ 93,800.00
12'' Directional Drill	282	LF	$ 430.00	$ 121,260.00
16" DIP Watermain	80	LF	$ 225.50	$ 18,040.00
18" Directional Drill w/ 24" Casing	3,280	LF	$ 535.00	$ 1,754,800.00
8" Gate Valve	8	EA	$ 2,450.00	$ 19,600.00
10'' Gate Valve	2	EA	$ 3,625.00	$ 7,250.00
12'' Gate Valve	13	EA	$ 4,330.00	$ 56,290.00
16" Gate Valve	14	EA	$ 9,025.00	$ 126,350.00
Fire Hydrant Assy.	40	EA	$ 7,885.00	$ 315,400.00
ARV Assembly	23	EA	$ 11,520.00	$ 264,960.00
Blow Off Assembly	13	EA	$ 1,600.00	$ 20,800.00
Fittings	1	LS	$ 234,150.00	$ 234,150.00
Testing	21,507	LF	$ 4.95	$ 106,459.65
WATER LINE				**$ 5,514,280.15**
TOTAL PROJECT COST				**$ 6,473,220.75**

Exhibit "H"
(Conceptual Utility Improvement Plan)

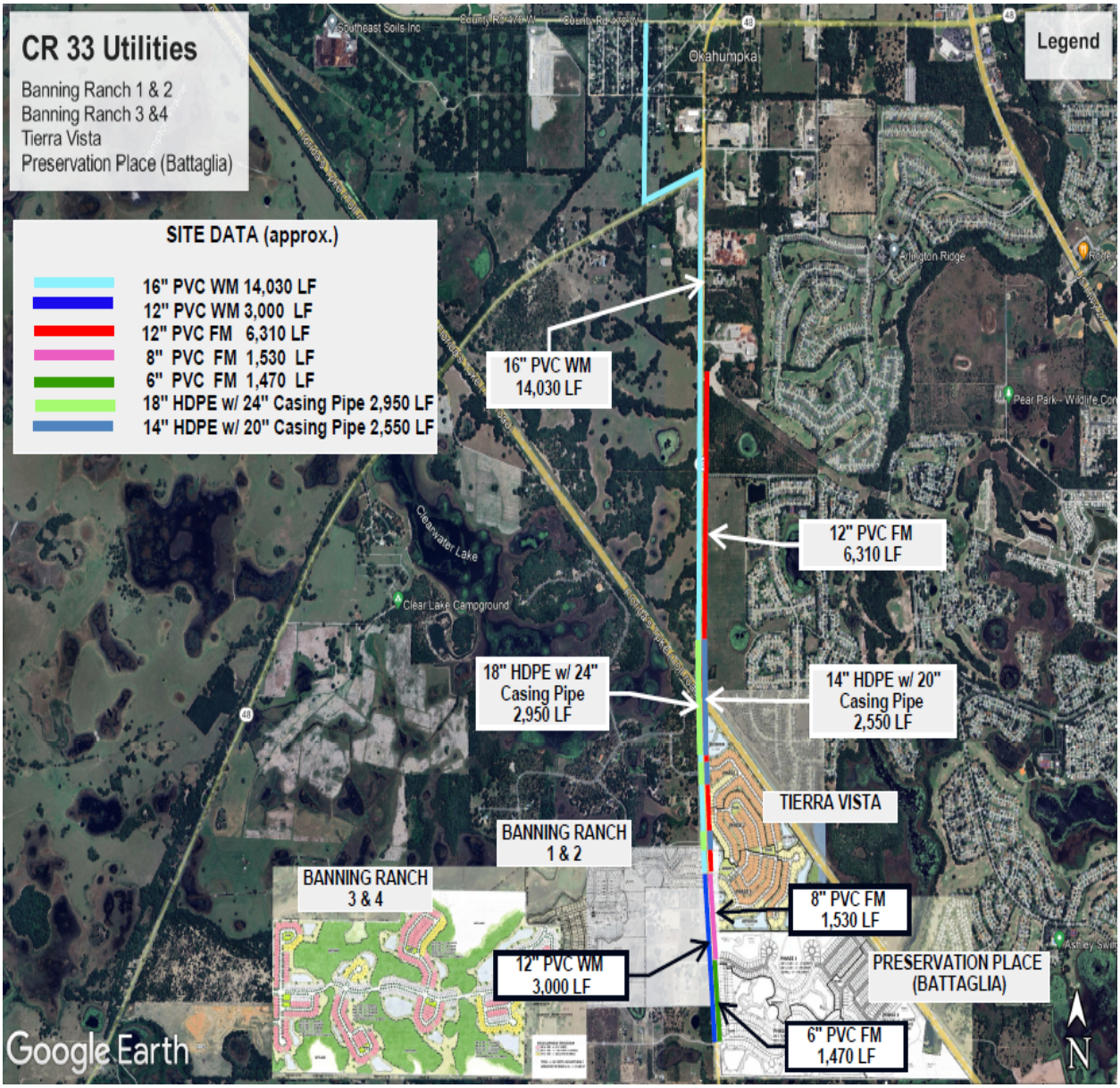


Exhibit "I"
(Estimated Banning Ranch 1 & 2 Residential Water System and Wastewater System Capacity Impact Fee Liability)

USE: Banning Ranch 1 & 2 - 278 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$566,842.00	SFR	Per Unit	278	$2,039.00
Wastewater:	$1,269,626.00	SFR	Per Unit	278	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$1,836,468.00				
USE: Banning Ranch 1 & 2 -				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	$1,836,468.00	ESTIMATE ONLY			
>1,500 SF Townhome	$0.00	Based on 278 Single Family dwelling units			
IMPACT FEES DUE	$1,836,468.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "J"
(Estimated Banning Ranch 3 & 4 Residential Water System and Wastewater System Capacity Impact Fee Liability)

USE: Banning Ranch 3 & 4 - 530 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$1,080,670.00	SFR	Per Unit	530	$2,039.00
Wastewater:	$2.420,510.00	SFR	Per Unit	530	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$3.501,180.00				
USE: Banning Ranch 3 & 4 -				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	$3.501,180.00	ESTIMATE ONLY			
>1,500 SF Townhome	$0.00	Based on 530 Single Family dwelling units			
IMPACT FEES DUE	$3.501,180.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "K"
(Estimated Preservation Place fka Battaglia Residential Water System Capacity Impact Fee Liability)

USE: Preservation Place (Battaglia) - 561 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$1,143,879.00	SFR	Per Unit	561	$2,039.00
Wastewater:	$2,562,087.00	SFR	Per Unit	561	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$3,705,966.00				
USE: Preservation Place (Battaglia) -dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	$3,705,966.00	ESTIMATE ONLY			
>1,500 SF Townhome	$0.00	Based on 561 Single Family dwelling units			
IMPACT FEES DUE	$3,705,966.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "L"
(Estimated Tierra Vista Residential Water System
Capacity Impact Fee Liability)

USE: Tierra Vista - 371 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$756,469.00	SFR	Per Unit	371	$2,039.00
Wastewater:	$1,694,357.00	SFR	Per Unit	371	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$2,450,826.00				
USE: Tierra Vista - dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	$2,450,826.00	ESTIMATE ONLY			
>1,500 SF Townhome	$0.00	Based on 371Single Family dwelling units			
IMPACT FEES DUE	$2,450,826.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "M"
(Estimated Banning 5 fka Zellwood Properties Residential Water System Capacity Impact Fee Liability)

USE: Banning Ranch 5 (Zellwood Properties) - 300 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$756,469.00	SFR	Per Unit	148	$2,039.00
Wastewater:	$675,916.00	SFR	Per Unit	148	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$1,432,385.00				
USE: Banning Ranch 5 (Zellwood Properties)- dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$309,928.00	TH		152	$2,039.00
Wastewater:	$694,184.00	TH		152	$4,567.00
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:	$1,004,112.00				
<1,500 SF Single Family Residence	$1,432,385.00	ESTIMATE ONLY			
>1,500 SF Townhome	$1,004,112.00	Based on 148 Single Family dwelling units & 152 Townhomes			
IMPACT FEES DUE	$2,436,497.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "N"
(Manor Oaks Residential Water System
Capacity Impact Fee Liability)

USE: Manor Oaks- 113 dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:	$230,407.00	SFR	Per Unit	113	$2,039.00
Wastewater:	$516.071.00	SFR	Per Unit	113	$4,567.00
Police:	$0.00	SFR			
Fire:	$0.00	SFR			
Lake County Transportation:	$0.00	SFR			
Recreation:	$0.00	SFR			
Lake County Library:	$0.00	SFR			
Lake County Education:	$0.00	SFR			
FEE SUBTOTAL:	$746,478.00				
USE: Manor Oaks - dwelling units				25-August-25	
LOCATION: CR 33				ESTIMATE TH's	
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	**Impact Fee**	**Type**	**Basis**	**Number**	**Fee**
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	$746,478.00	ESTIMATE ONLY			
>1,500 SF Townhome	$0.00	Based on 113 Single Family dwelling units			
IMPACT FEES DUE	$746,478.00				
Notes:					

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "O"
(Development Subordination Plan)

Developments Connecting to Bypass					
Section A of Bypass			**Section B&C of Bypass**		
Name	**Units**		**Name**	**Units**	
Manor Oaks	141		Bar Key	1,700	
Banning Ranch	808		Whispering Hills	2,942	
PP/Battaglia	561		LakeCo	182	
Tierra Vista	371		Lyden Nicholson	718	
Denham Village	1,211		Hodges	449	
Benderson Trust	291		Anthony	391	
Zellwood	300				
	3,683			6,382	
CR 33 + H&A	4,705	**46.7%**	H&A	1,022	**16.0%**
Total	10,065		Total	6,382	

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: April 13, 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 an Inter-Governmental Agreement with Lake County, clarifying Community Redevelopment Agency TIF payments by the Ambulance and Emergency Medical Services (MSTU); and providing an effective date.

Staff Recommendation:
Approve resolution allowing Lake County EMS to keep their portion of CRA Tax Increment payments for the special taxing unit managed by Lake County BOCC.

Analysis:
Lake County officials have made the City aware that they wish not to pay the tax increment from the Lake County EMS Municipal Service Taxing Unit for the Carver Heighs CRA, 441/27 CRA and Greater Leesburg Area CRA. City staff agrees that there is no statutory obligation to collect and/or pay such obligation by the Lake BOCC. Approving this resolution will impact CRA collections in FY 26 and future budgets as follows:

	FY 26	FUTURE YEARS	
GLCRA	$ 32,082	$ 53,852	$
Carver Heights CRA	$ 39,053	$ 53,818	$
Hwy 441/27 CRA	$ 96,957	$ 173,528	$

Procurement Analysis:
N/A

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

Fiscal Impact:
Shown in chart above.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTER-GOVERNMENTAL AGREEMENT WITH LAKE COUNTY, CLARIFYING COMMUNITY REDEVELOPMENT AGENCY TIF PAYMENTS BY THE AMBULANCE AND EMERGENCY MEDICAL SERVICES (MSTU); 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 Inter-Governmental Agreement with Lake County, Post Office 7800, Tavares, Florida 32778, clarifying the Community Redevelopment Agency TIF payments by the Ambulance and Emergency Medical Services (MSTU).

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 13th day of April 2026.

_____
Mayor

ATTEST:

_____
City Clerk

INTERLOCAL AGREEMENT
REGARDING TAX INCREMENT REVENUES

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between **LAKE COUNTY**, a political subdivision existing under the Constitution and State Laws of Florida ("County"), the **CITY OF LEESBURG**, a municipal corporation existing under the State of Laws of Florida ("Leesburg"), and the **GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY**, the **CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY**, and the **US 441/27 COMMUNITY REDEVELOPMENT AGENCY,** all of which are dependent special districts (collectively the "Agencies"); collectively (the "Parties").

WHEREAS, Lake County is a non-chartered political subdivision of the State of Florida; and

WHEREAS, Leesburg is a municipal corporation existing under the laws of State of Florida; and

WHEREAS, Chapter 163, Part III, Florida Statutes, known as the "Community Redevelopment Act of 1969" (the "Redevelopment Act") governs the creation and operation of community redevelopment agencies; and

WHEREAS, pursuant to the Redevelopment Act, the City of Leesburg created the Greater Leesburg Community Redevelopment Agency, the Carver Heights Community Redevelopment Agency and Amended Area, and the US 441/27 Community Redevelopment Agency, all within its boundaries, which are duly created and existing community redevelopment agencies authorized to receive "increment revenues" ("Increment") as defined in Section 163.340(22), Florida Statutes, and calculated pursuant to Section 163.387(1), Florida Statutes; and

WHEREAS, the Agencies oversees various the Trust Funds for the Redevelopment Areas (the "Redevelopment Areas"); and

WHEREAS, on June 27, 2000, the Board of County Commissioners adopted Resolution 2000-35 which established the countywide Lake County Municipal Services Taxing Unit (MSTU) for Ambulance and Emergency Medical Services; and

WHEREAS, since the MSTU was established, a portion of the MSTU revenue has been paid to the Agencies to fund the municipal plan for the Redevelopment Areas rather than such funds being used for the special purpose of funding countywide ambulance and Emergency Medical Services; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," (the "Cooperation Act") permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law; and

WHEREAS, this Interlocal Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and laws of the State of Florida, including, but not limited to the authority of Section 163.01, Florida Statutes; and

WHEREAS, Section 163.387(3)(b), Florida Statutes, provides that alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may supersede the provisions of this section with respect to that taxing authority; and

WHEREAS, the Parties wish to enter into this Agreement pursuant to provisions of Section 163.387(3)(b); and

WHEREAS, the Parties are in agreement that a portion of the Incremental Revenues paid from the MSTU as calculated pursuant to Section 163.387(1) paid by the Parties to the various Trust Funds of the Redevelopment Areas is not necessary for redevelopment purposes, nor appropriate to be used for the Redevelopment Areas; and

WHEREAS, the Parties are in agreement that no Incremental Revenue payments from the MSTU should be made which would allow the County to use the funds for its intended purpose of providing countywide ambulance and Emergency Medical Services.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

ARTICLE I
INTRODUCTION

Section 1. **Authority.** This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the Redevelopment Act, and other applicable laws.

Section 2. **Recitals and Exhibits.** The recitals so stated are true and correct and by this reference are incorporated herein.

Section 3. **Authority to Contract.** The execution of this Interlocal Agreement has been duly authorized by the appropriate official bodies of the Parties, each Party has complied with all applicable requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

Section 4. **Ambulance and Emergency Medical Services MSTU.** Commencing on January 1, 2026, and on each January 1 thereafter for the duration of the time period that Incremental Revenues are collected for all the Redevelopment Areas established by the City of Leesburg, Lake County shall retain **One Hundred Percent (100%)** of the portion of such Incremental Revenues accruable to and payable from Lake County's Ambulance and Emergency Services MSTU.

Section 5. **Limitations on Governmental Liability**. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of any of the Parties beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or other statutes. Nothing in this Interlocal Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 6. **Negotiation at Arm's Length.** This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. All Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against any of the Parties.

Section 7. **Notices.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Parties delivered in accordance herewith.

If to Lake County:
County Manager
P.O. Box 7800
Tavares, Florida 32778

With a copy to:
Lake County Attorney
P.O. Box 7800
Tavares, Florida 32778

If to Leesburg/Agency:
City Manager
501 West Meadow Street
Leesburg, Florida 32748

Section 8. **Assignment or Transfer.** No Party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision, or agency of the State of Florida without the prior written consent of the other Parties. No Party may transfer its rights or obligations under this Interlocal Agreement to a private party or entity.

Section 9. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Lake County, Leesburg, the Agency, and their respective successors.

Section 10. **Filing.** The Leesburg City Clerk is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to

cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court in Lake County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 11. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in Lake County, Florida for any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement.

Section 12. Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

Section 13. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 14. No Third-Party Beneficiaries. This Agreement is an administrative agreement generated solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third-party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

Section 15. Mutual Cooperation. The Parties agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

Section 16. Construction. This Interlocal Agreement is the result of the negotiations among and between the Parties and such that all Parties have contributed materially and substantially to its preparation and shall not be construed more strictly against one party than the other.

Section 17. Intent and Interpretation. This Agreement shall not be construed as modifying or altering the governmental powers of the Parties as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

Section 18. Entire Agreement. This instrument and its exhibits constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

Section 19. Effective Date. This Interlocal Agreement shall become effective upon the filing of same pursuant to Section 3.06 above.

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

COUNTY

ATTEST:

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

_____
Gary Cooney, Clerk
Board of County Commissioners
Of Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

CITY OF LEESBURG, FLORIDA

By:_____
Allyson Berry, Mayor

This ___ day of _____, 2026.

Attest:

By:_____
Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO CITY OF LEESBURG ONLY.

_____
City Attorney

US 441/27 COMMUNITY REDEVELOPMENT AGENCY

By:_____
Chair

This ___ day of _____, 2026.

Attest:

By:_____
Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO AGENCY ONLY.

_____
CRA Attorney

GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY

By:_____
Chair

This ___ day of _____, 2026.

Attest:

By:_____
Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO AGENCY ONLY.

_____
CRA Attorney

CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY

By:_____
Chair

This ___ day of _____, 2026.

Attest:

By:_____
Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO AGENCY ONLY.

_____
CRA Attorney

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: April 13, 2026

From: Brandy McDaniel, (Budget Director)

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

Staff Recommendation:
Staff recommends adoption of the attached resolution amending the fiscal year 2025-26 budget.

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

Carver Heights CRA Fund	**Amount**	**Funding Source**
Berry Park Security Cameras (6)	$ 44,000	Fund Balance
Total Carver Heights CRA Fund	**$ 44,000**	

Gas Fund	**Amount**	**Funding Source**
Silver Lake Pointe	$ 243,189	Developer Contributed
James Landing	172,360	Developer Contributed
Total Gas Fund	**$ 415,549**	

Fleet Services Fund	**Amount**	**Funding Source**
Purchase Fire Truck- Add Funds	$ 123,600	Fund Balance
Replace Airport Generators (2)	211,027	Fund Balance
Replace Electric Vehicles (2)	127,600	Fund Balance
Total Fleet Services Fund	**$ 462,227**	

Procurement Analysis:
N/A

Options:
1. Adopt the attached resolution amending the fiscal year 2025-26 budget for the Carver Heights CRA, Gas and Fleet Services Funds for the Second Quarter; or

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

Fiscal Impact:
See Attached

FUND	FY 2026 ADOPTED	CHANGE	FY 2026 AMENDED
General	41,465,279	-	41,465,279
Stormwater	3,759,465	-	3,759,465
Housing Assistance	164,000	-	164,000
Greater Leesburg CRA	1,228,726	-	1,228,726
Carver Heights CRA	1,377,759	44,000	1,421,759
Hwy 441/27 CRA	3,546,750	-	3,546,750
Debt Service	1,816,457	-	1,816,457
Capital Projects	18,399,309	-	18,399,309
Electric	88,590,149	-	88,590,149
Gas	23,378,500	415,549	23,794,049
Water	19,250,734	-	19,250,734
Wastewater	22,309,232	-	22,309,232
Solid Waste	5,542,979	-	5,542,979
Airport	14,807,929	-	14,807,929
Police Pension	3,601,733	-	3,601,733
Fire Pension	2,360,279	-	2,360,279
General Employees Pension	3,255,000	-	3,255,000
Health Insurance	8,251,820	-	8,251,820
Workers' Compensation	1,492,810	-	1,492,810
Discretionary Sales Tax	5,501,942	-	5,501,942
Gas Tax	1,075,000	-	1,075,000
Building Permits	1,809,589	-	1,809,589
Police Forfeiture	30,000	-	30,000
Police Education Receipts	8,000	-	8,000
Police Impact Fees	55,500	-	55,500
Fire Impact Fees	-	-	-
Recreation Impact Fees	-	-	-
Fleet Services	5,443,836	462,227	5,906,063
Total	278,522,777	921,776	279,444,553

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE FISCAL YEAR 2025-26 BUDGET FOR THE CARVER HEIGHTS CRA, GAS AND FLEET SERVICES FUNDS FOR THE SECOND QUARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2025-26 on September 22, 2025, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2025-26 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2025-26 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2025-26 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2025-26 for the City of Leesburg, Florida:

CARVER HEIGHTS CRA FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	44,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	44,000
PROPOSED APPROPRIATIONS	
Economic Environment	44,000
TOTAL PROPOSED APPROPRIATIONS	44,000

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Sources	415,549
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	415,549
PROPOSED APPROPRIATIONS	
Physical Environment	415,549
TOTAL PROPOSED APPROPRIATIONS	415,549

FLEET SERVICES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Fund Balance Appropriated	462,227
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	462,227
PROPOSED APPROPRIATIONS	
General Government	462,227
TOTAL PROPOSED APPROPRIATIONS	462,227

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS	
Othere Sources	415,549
Total Estimated Revenues	415,549
Other Financing Sources:	
Fund Balance Appropriated	506,227
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	921,776
PROPOSED APPROPRIATIONS	
General Government	462,227
Physical Environment	415,549
TOTAL PROPOSED APPROPRIATIONS	921,776

SECTION II.

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

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 13th day of April 2026.

_____
Mayor

ATTEST:

_____
City Clerk

2nd Quarter Budget Adjustments Additional Information

Fund:	Description	Amount	Reason
Carver Heights CRA Fund			
	Berry Park Cameras (6)	44,000	Carver CRA City Commission requested at 1/12/26 CRA meeting
	Total Carver Heights CRA Fund	**44,000**	
Gas Fund			
	Silver Lake Pointe	243,189	City Commission approved 1/23/23, increased costs, City received check 1/26/26
	James Landing	172,360	City Commission approved 6/10/24, City received check 2/13/26
	Total Gas Fund	**415,549**	
Fleet Services Fund			
	Purchase Fire Truck Increase FY 26 budget	123,600	City Commission approved purchase 2/23/26, amount was over budget, increase budget
	Replace Airport Generators (2)	211,027	Airport Generators (9040 & 9084) need to be replaced, City Commission approved 1/26/26
	Replace Electric Trucks (2)	127,600	Electric Trucks (404 & 4022) need to be replaced, were not programmed in FY 26 budget
	Total Fleet Services Fund	**462,227**	
	Total 2nd Qtr Budget Adjustments	**921,776**	

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: April 13, 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 13th day of April 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

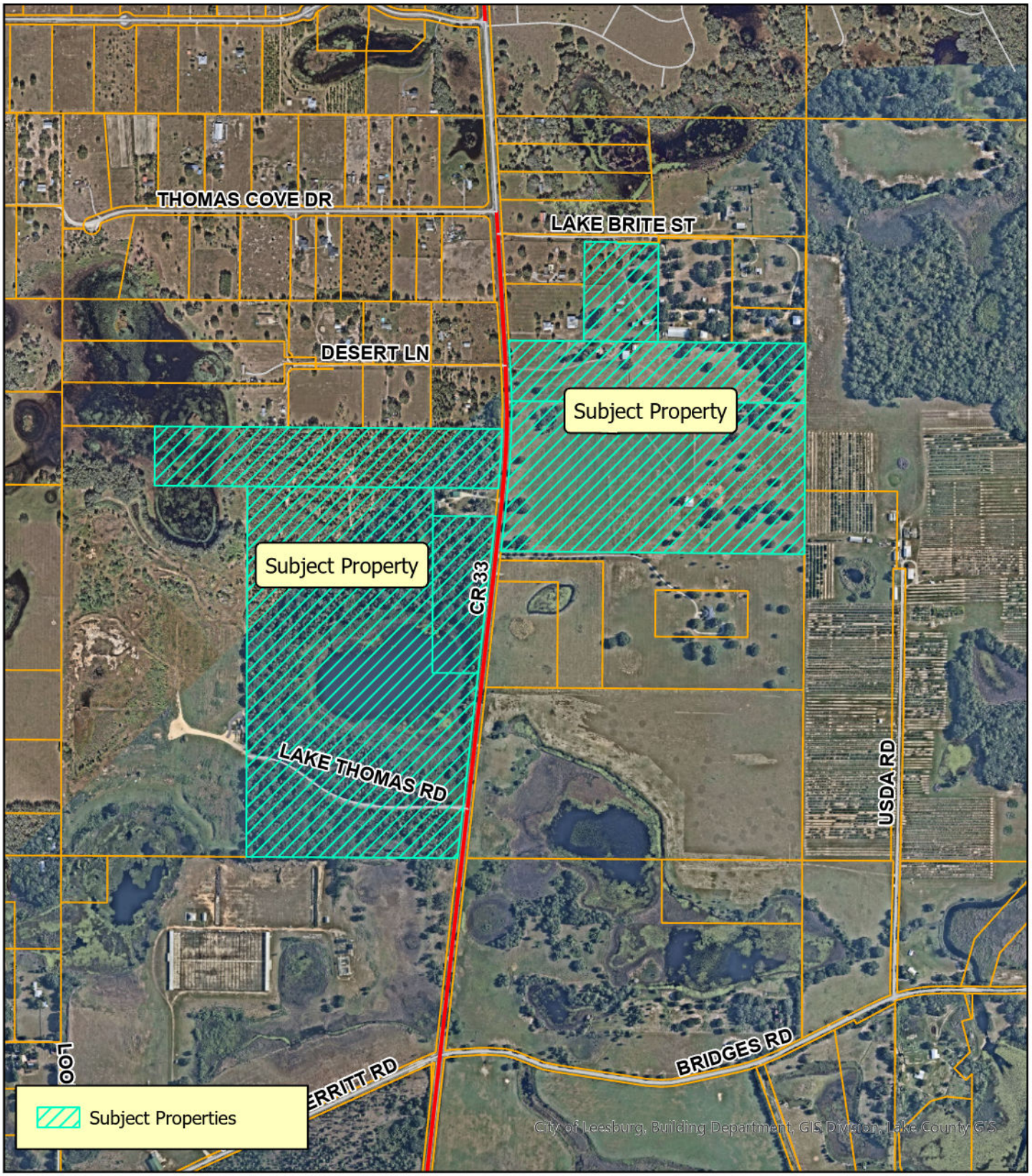
Planning & Zoning Department

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



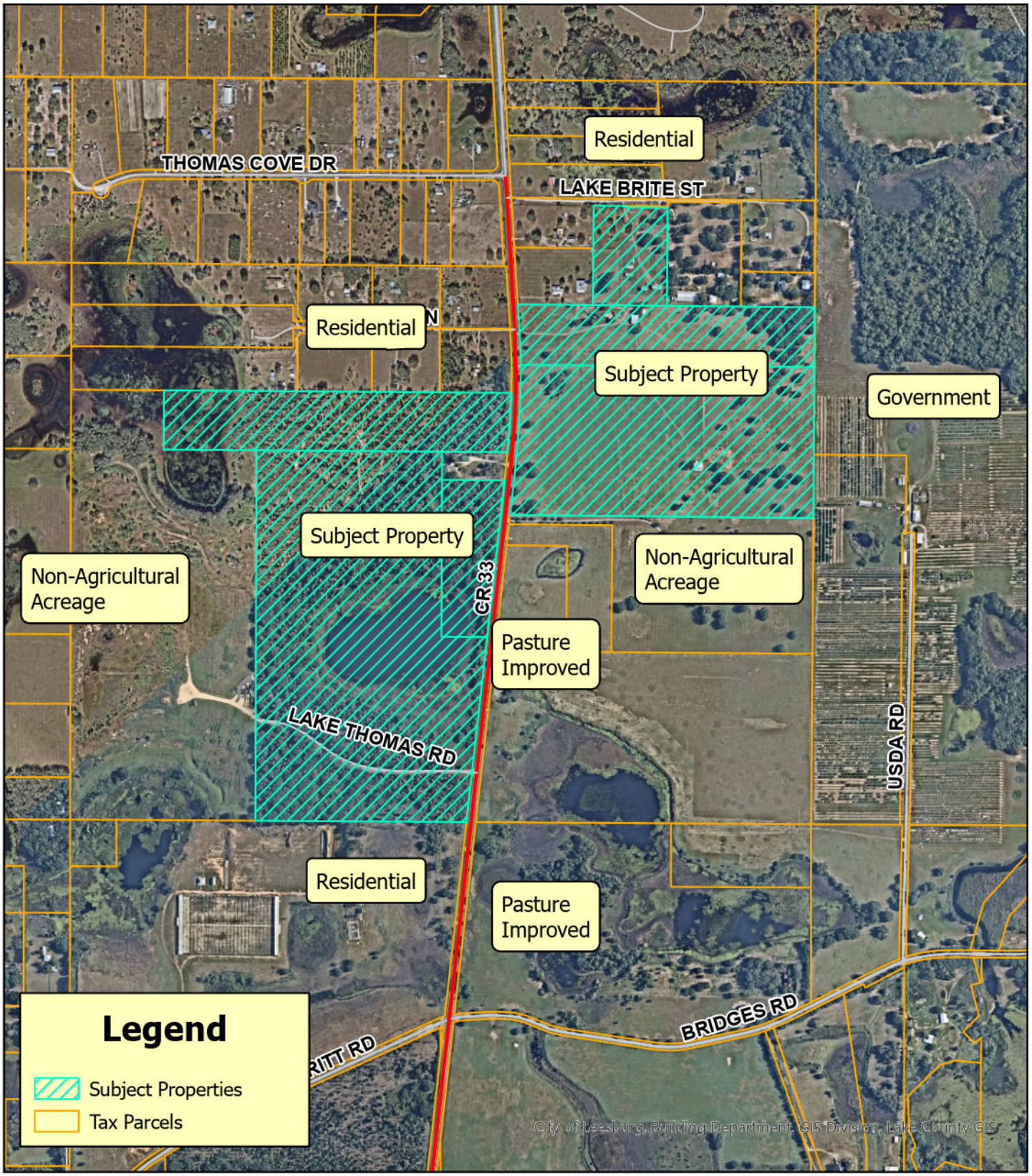
Planning & Zoning Department

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



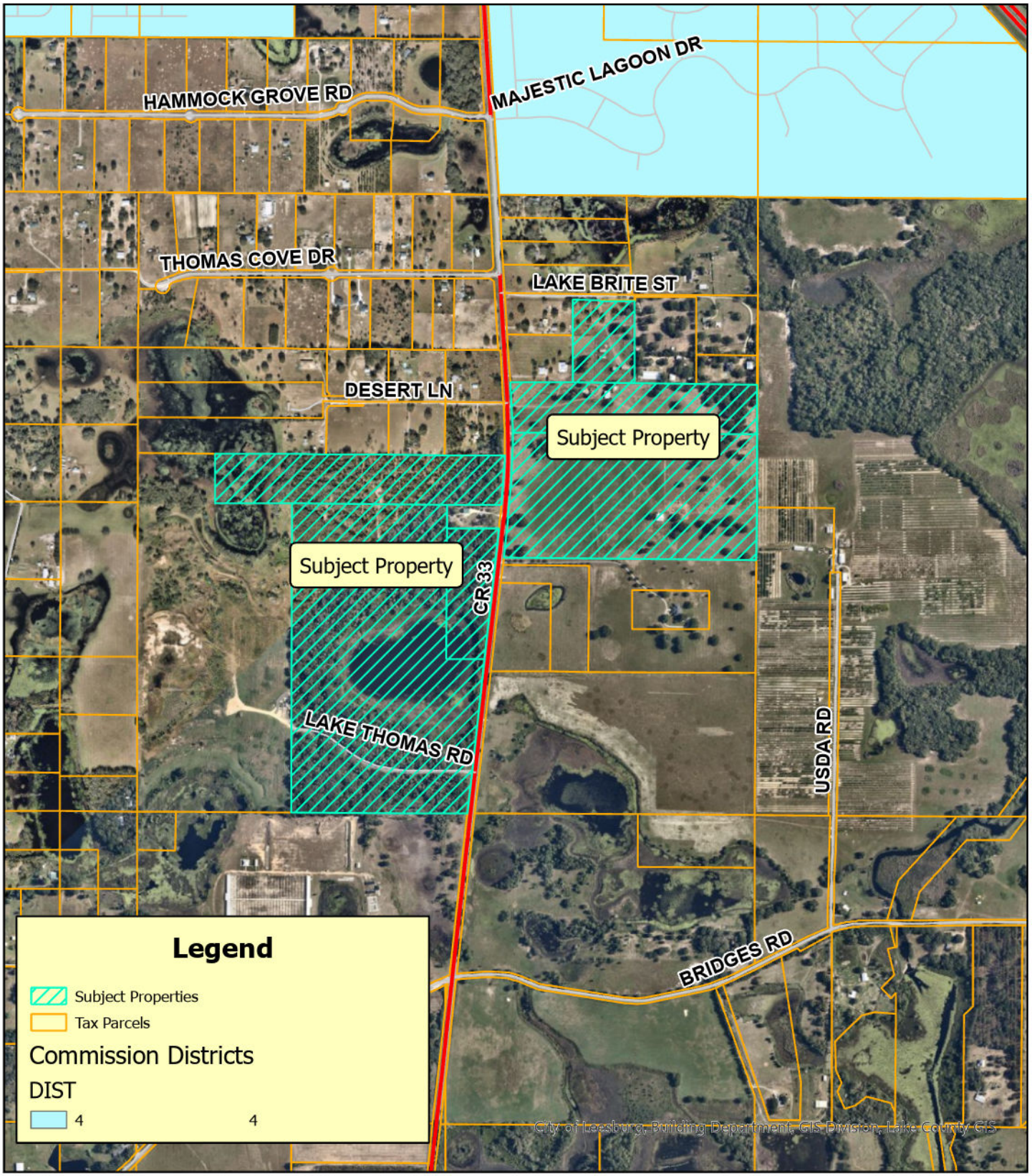
Planning & Zoning Department

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.2.

Meeting Date: April 13, 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 13th day of April 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 ~

March 27, 2026

The Honorable Allyson Berry
Mayor, City of Leesburg
501 West Meadow Street
Leesburg, Florida 34748

Dear Mayor Berry,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Leesburg (Amendment No. 26-01ESR) received on February 25, 2026. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The local government should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the local government is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the local government. **If the local government receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- The local government shall hold a second public hearing, which shall be a hearing on whether to adopt the comprehensive plan amendment. **If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendment is deemed withdrawn** unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment pursuant to section 163.3184(3)(c)1., F.S**. If the amendment is not adopted at the second public hearing, the amendment shall be formally adopted by the local government within 180 days** after the second public hearing is held **or the amendment is deemed withdrawn.**

- **The adopted amendment must be transmitted to FloridaCommerce within 30 working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under section 163.3184(3)(c)2. and 4., F.S., **the amendment effective date** is 31 days after FloridaCommerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Jon Coulter, Planning Analyst, by telephone at (850) 717-8421 or by email via Jon.Coulter@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /jc

Enclosure(s): Procedures for Adoption

cc: Max Van Allen, AICP, Senior Planner, City of Leesburg
Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (***https://fldeo.my.salesforce-sites.com/cp/***) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

March 27, 2026

Mr. Max Van Allen, AICP
Senior Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, FL 34748

Subject: Leesburg Proposed Comprehensive Plan Amendment 26-01ESR

Dear Mr. Van Allen,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the proposed amendment Leesburg 26-01ESR.

The Proposed Large-Scale Comprehensive Plan Amendment (CPA), locally designated as LSCP-25-774, is a City-initiated Future Land Use Map (FLUM) amendment and annexation on 202.64 acres, from Lake County Rural to City of Leesburg Estate Residential. The intent of the amendment is to allow the Lake Bright-Brighurst Estate Residential Development (aka CR 33 Planned Unit Development (PUD)), which is proposed to consist of 502 Single-Family Detached Residential Dwelling Units (DU). The affected parcels are located east of CR 33 and south of Lake Brite Street, and west of CR 33 and south of Desert Lane, in unincorporated Lake County, Florida. The amendment is accompanied by a rezoning on the 202.64 acres from Lake County Agriculture to City of Leesburg Planned Unit Development (PUD).

The CPA does include a traffic study, per Section 8 (Transportation Improvements) of the attached PUD agreement (Exhibit A, dated 1/22/2026), which states that a traffic study shall be submitted for review for determination of any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg, and said improvements will be the responsibility of the Permittee.

The traffic study concludes that turn lane improvements are recommended for the access driveways on CR 33 and determines a proportionate share cost of 15.5% to contribute to the signalization of the CR 48 and CR 33 intersection. For state facilities, the analysis concludes that the intersection of US 27 and CR 48 is projected to operate below target LOS due to background traffic impacts; however project trip impacts are minor (<1%) and not expected to materially contribute to the deficiency.

This proposed amendment will yield a change in density/intensity that will result in an increase to the trip generation potential of the property. The proposed amendment will result in net increase of 3,729 Daily trips and 384 P.M. peak hour trips. Please see the table below showing the net change in trip generation potential.

Leesburg CPA 26-01 Trip Generation Table

Scenario	FLU	Density/Intensity		Acreage	Yield		ITE 12th Edition LUC	Daily Trip Generation	PM Peak Hour Trip Generation		
									Enter	Exit	Total
Adopted	County - Rural	0.2	DU/Acre	202.64	40	DU	210**	588	26	15	41
								588	**26**	**15**	**41**
Proposed	City - Estate Residential	*	DU/Acre	202.64	502	DU	210**	4,317	263	162	425
								4,317	**263**	**162**	**425**
Net Trip Generation (Proposed - Adopted)								**3,729**	**237**	**147**	**384**

*Estate Residential FLU allows a maximum of 4 DU/Acre (808 DU for the subject property); however, the development will be limited by the proposed PUD of 502 DU.

**Land Use Code 210 was assumed, which indicates Single-Family Detached Housing.

Based on the independent roadway analysis of state roadway segments in a 3-mile radius and pursuant to Section 163.3184(3)(b)(4)(c), FDOT has determined the proposed amendment will not create additional adverse impacts to transportation resources or facilities of state importance.

As shown on page 3 (and purely for informational purposes), the following two (2) segments are anticipated to exceed capacity in the future background conditions:

- US 27 from S of CR 565 to S of SR 91/Turnpike (SIS Corridor)
- US 27 from S of SR 91/Turnpike to University Ave (not a SIS Corridor)

We appreciate the opportunity to review the proposed amendment. Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption. The Department reserves the right to comment if the proposed amendment changes between transmittal and adoption.

If you have any questions, you may contact me in the Planning Department at 386-943-5421 or by email at tiffany.hill@dot.state.fl.us.

Sincerely,

Tiffany Hill
Planning Supervisor II

cc: Donna Harris, FL Commerce
Steven Buck, FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

City of Leesburg CPA 26-01ESR Roadway Analysis

							AADT					
							2023			2045		
FACILITY	FROM	TO	LOS STANDARD	LANES 2024	LANES 2045	CONTEXT CLASS FUTURE	AADT 2024	MSV DAILY 2024	LOS DAILY 2024	AADT 2045	MSV DAILY 2045	LOS DAILY 2045
US-27 / SR-25	S of CR 565	S of SR 91	D	4	4*	C2	31,500	58,485	B	59,000	58,485	E
US-27 / SR-25	S of SR 91	University Ave	D	4	4	C2	27,500	58,485	B	59,000	58,485	E
SR-91 / Turnpike Mainline	S of O'Brien	SR 25 / US 27	D	4	8**	LA	51,300	82,200	C	92,200	163,400	B
SR-91 / Turnpike Mainline	SR 25 / US 27	CR 470	D	4	8**	LA	59,200	82,200	C	101,900	163,400	C

Orange highlighted segments of US 27 are anticipated to exceed target LOS by 2045 due to background growth.
**Widening from 4 to 6 lanes is partially funded for PD&E based on 2050 Lake-Sumter MPO Cost Feasible Plan.*
***Programmed for construction in the next 5 years (FPIDs 435786-3, 435787-1, and 435787-2).*

Max VanAllen

From: Plan_Review <Plan.Review@FloridaDEP.gov>
Sent: Thursday, March 26, 2026 5:06 PM
To: Max VanAllen; Kandi Harper; dcpexter@commerce.fl.gov
Cc: Plan_Review
Subject: Leesburg 26-01ESR Proposed

EXTERNAL EMAIL - USE CAUTION

To: Max Van Allen, AICP, Senior Planner

Re: Leesburg 26-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Max VanAllen

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Thursday, March 26, 2026 8:07 AM
To: Max VanAllen
Cc: DCPexternalagencycomments
Subject: City of Leesburg proposed comprehensive plan amendments 26-01ESR

EXTERNAL EMAIL - USE CAUTION

Dear Mr. Van Allen,

St. Johns River Water Management District (District) staff have reviewed City of Leesburg proposed comprehensive plan amendments 26-01ESR in accordance with the provisions of Chapter 163, *Florida Statutes*. Based upon review of the submitted materials, District staff have no comments on the proposed amendment.

If you have any questions or need additional information, please contact me.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Email: sfitzgib@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this link

Notices
• Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
• Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at http://www.sjrwmd.com/lobbyist/

Extended Aerial

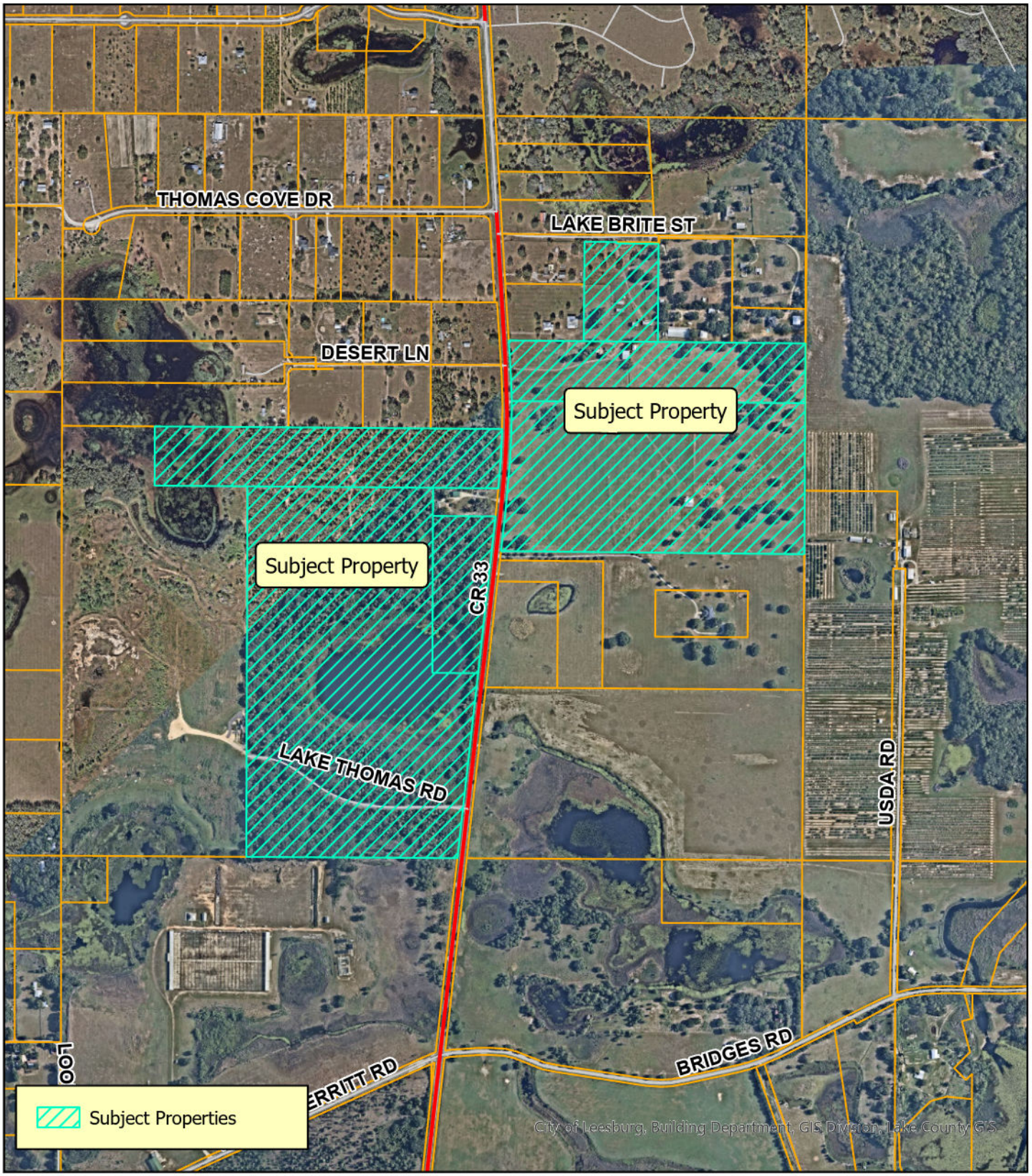
Planning & Zoning Department

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



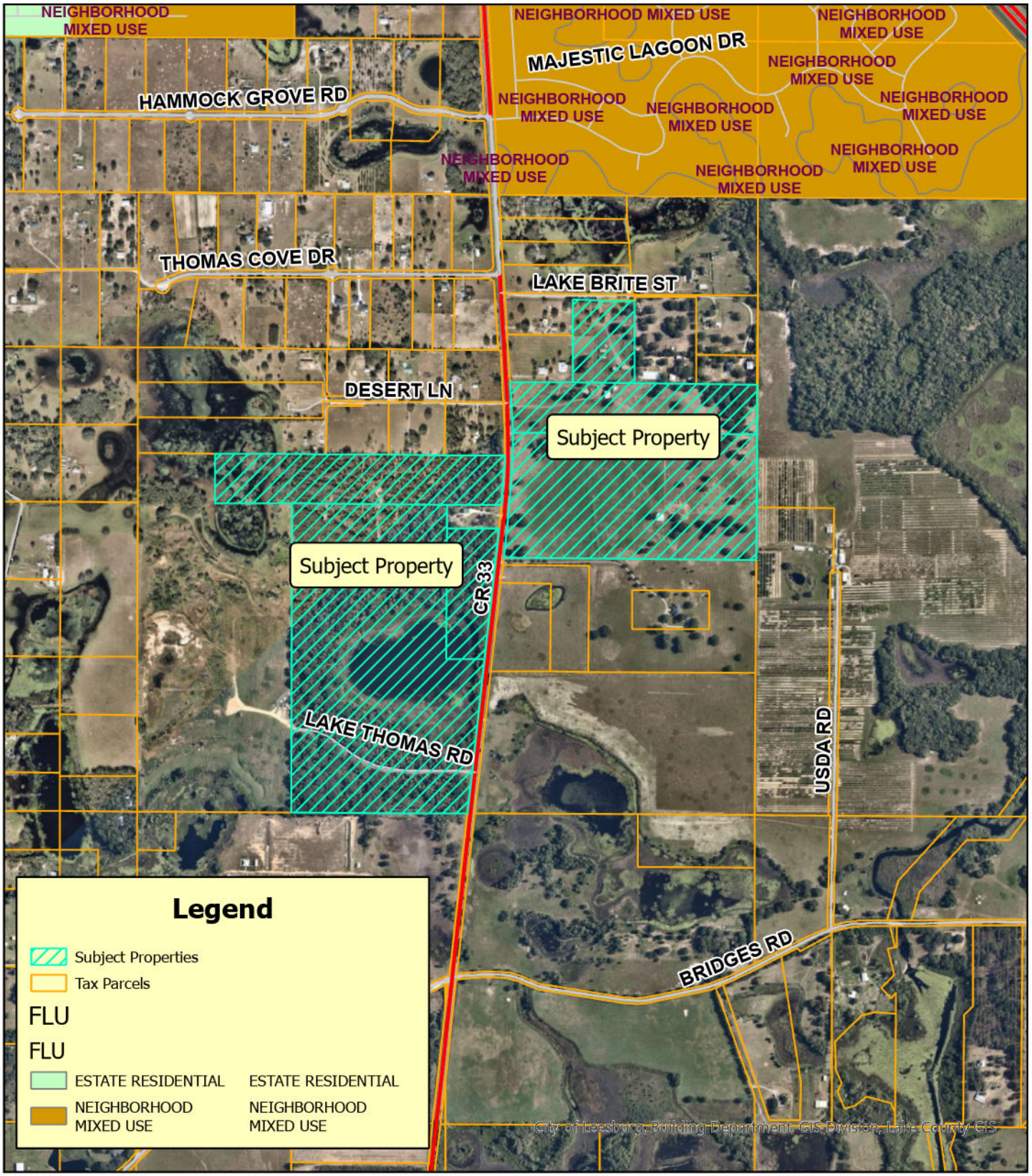
Planning & Zoning Department

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



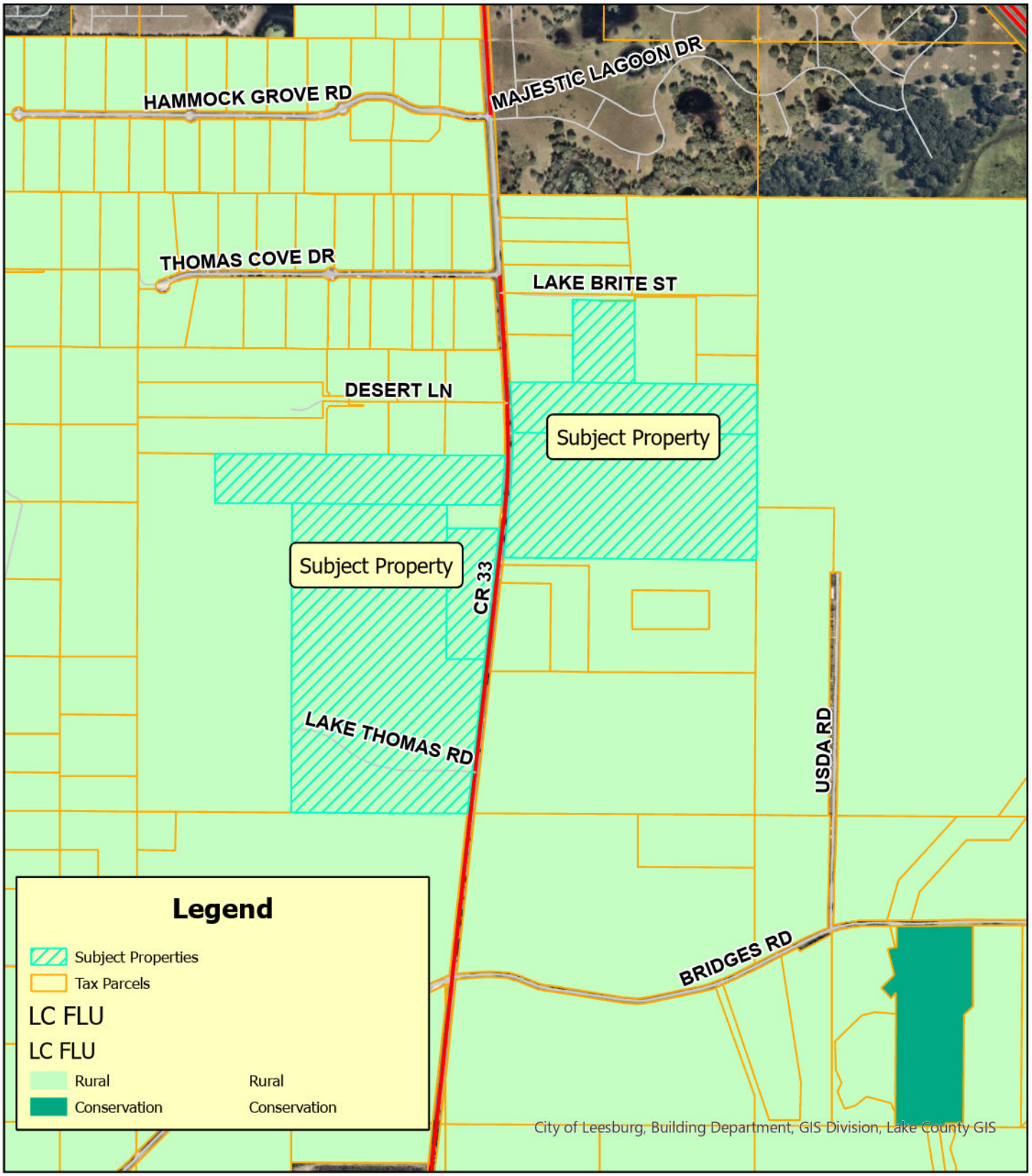
Planning & Zoning Department

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



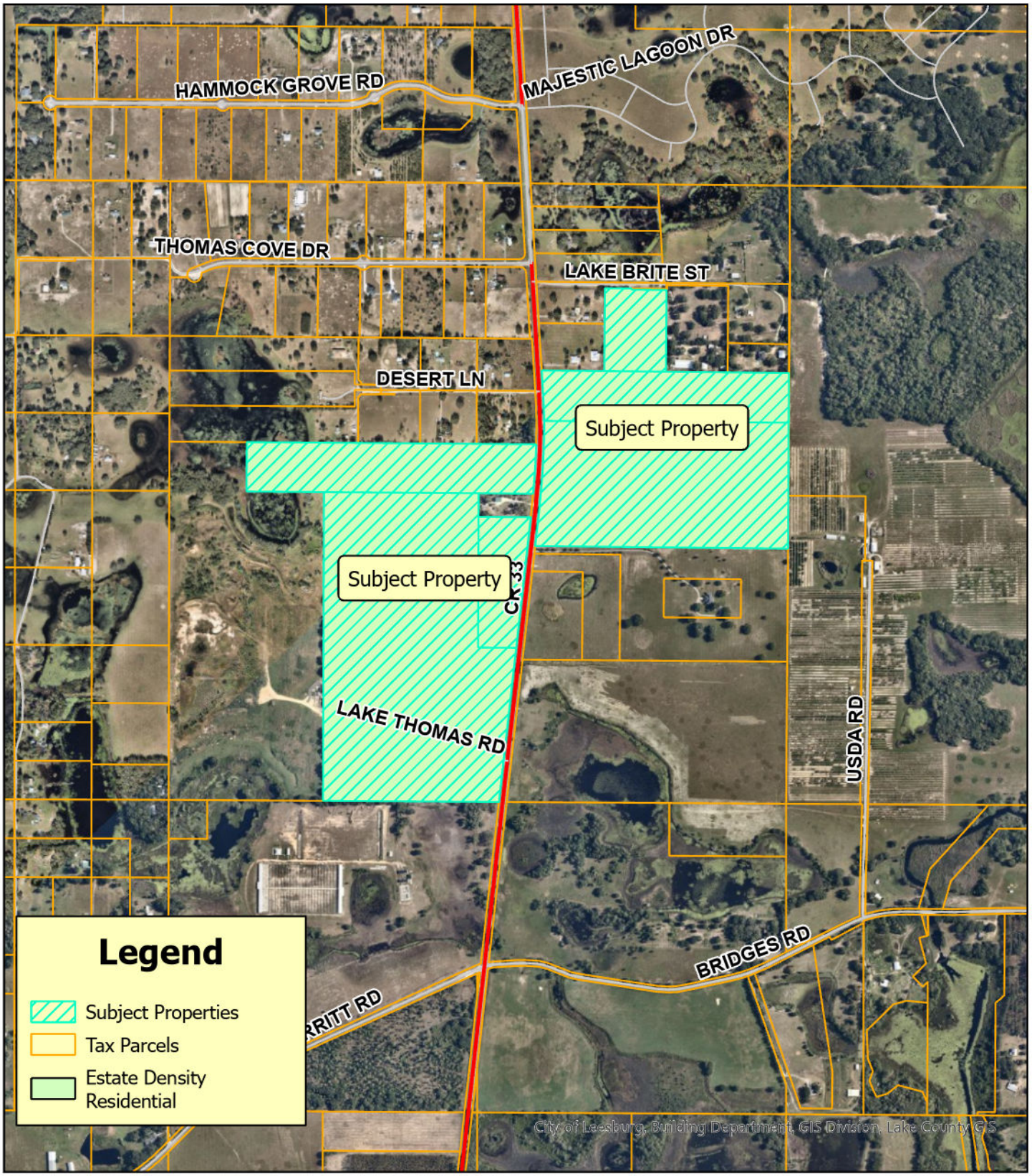
Planning & Zoning Department

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



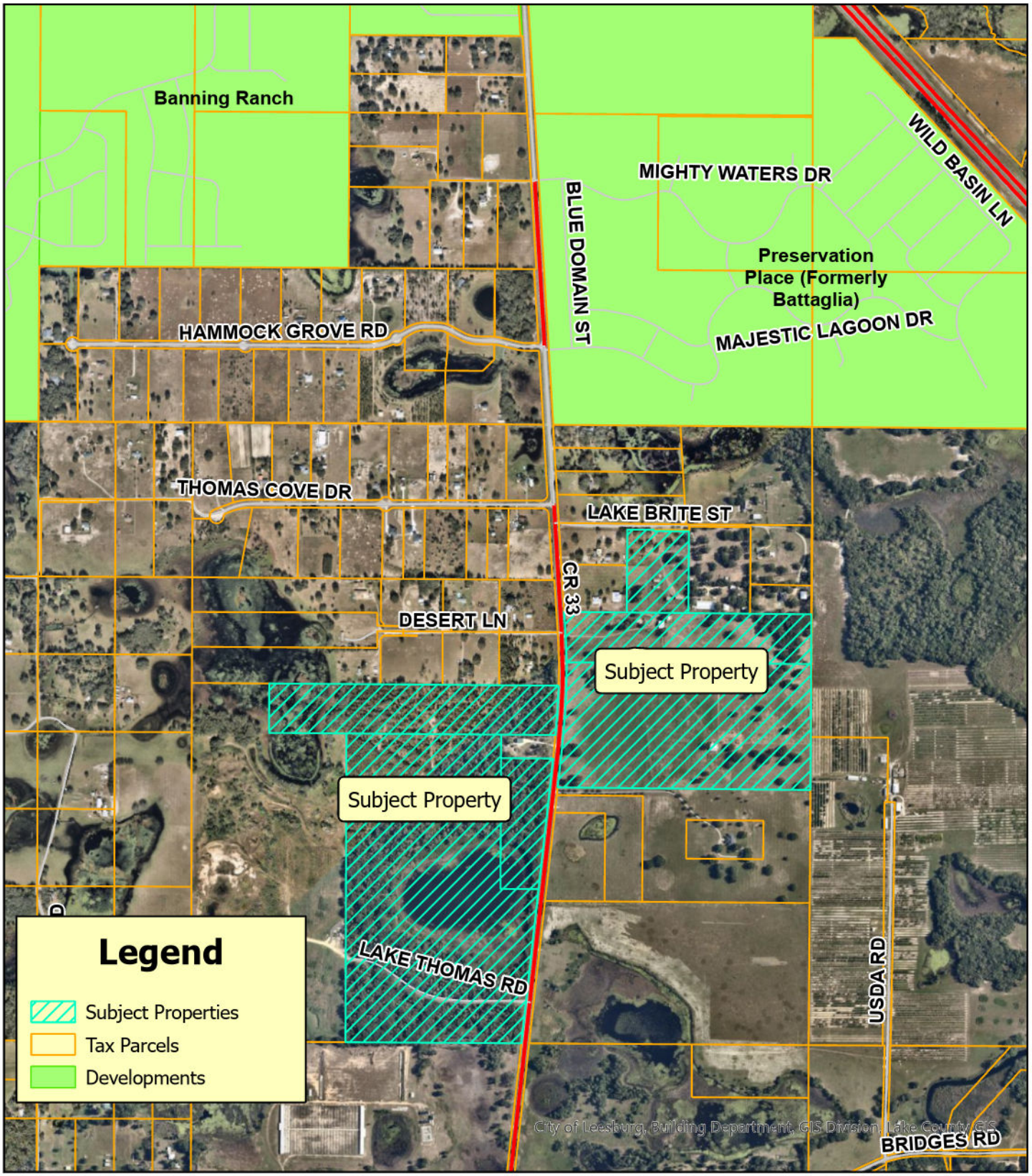
Planning & Zoning Department

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.

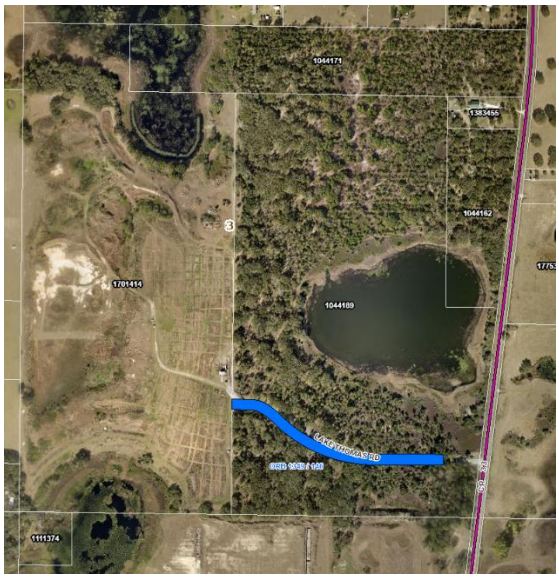
HOUSING & REDEVELOPMENT

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.

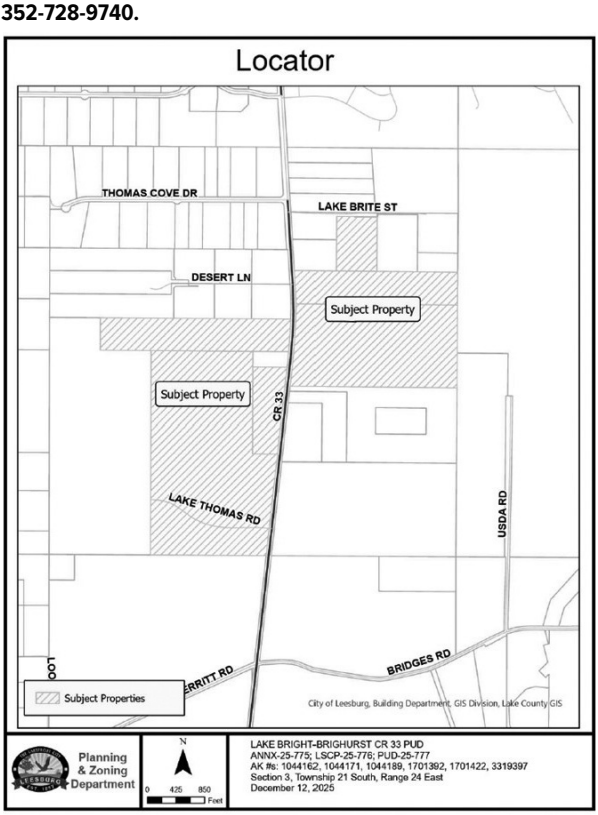
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, February 23, 2026** and the 2nd Reading is tentatively scheduled for **Monday, 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.3.

Meeting Date: April 13, 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 13th day of April 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.

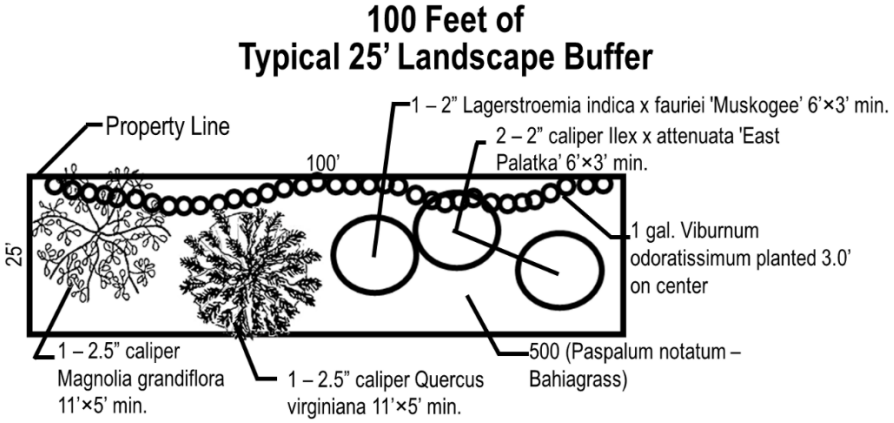
G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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".

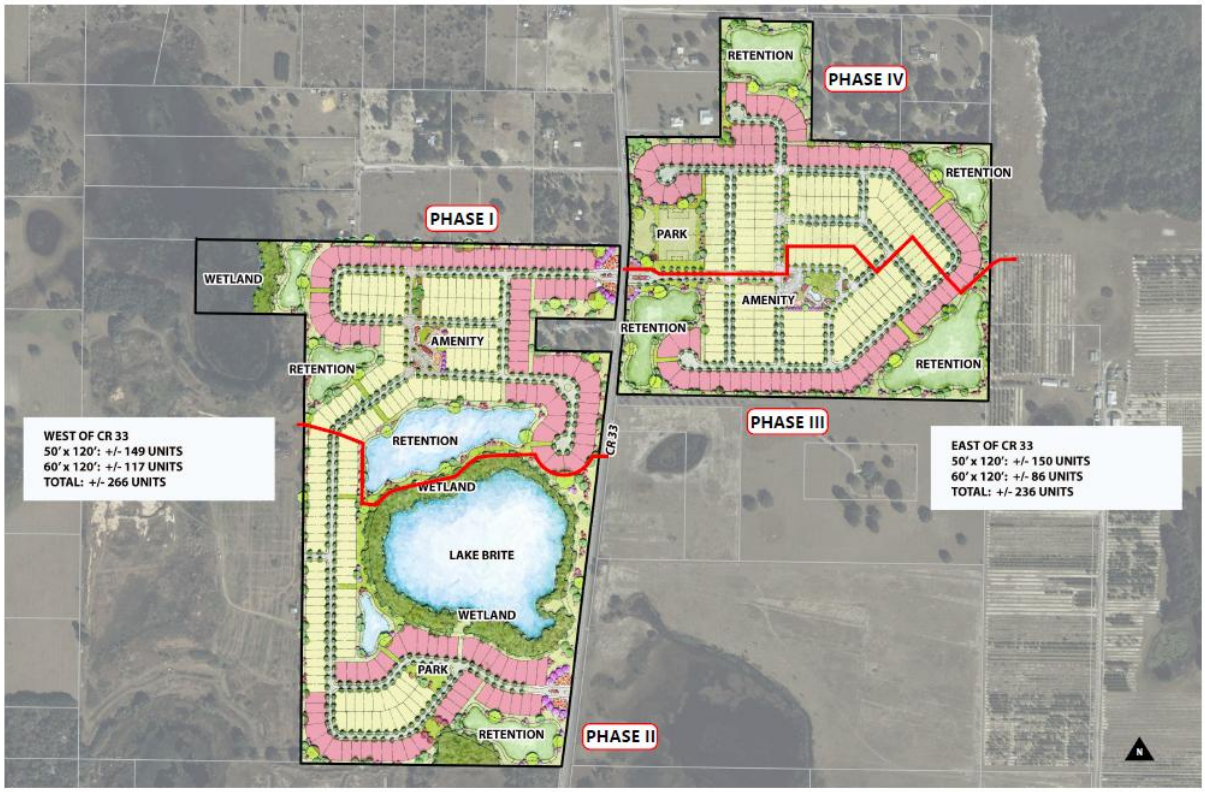
PARCEL 5
O.R. BOOK 4077 PAGE 2208

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**

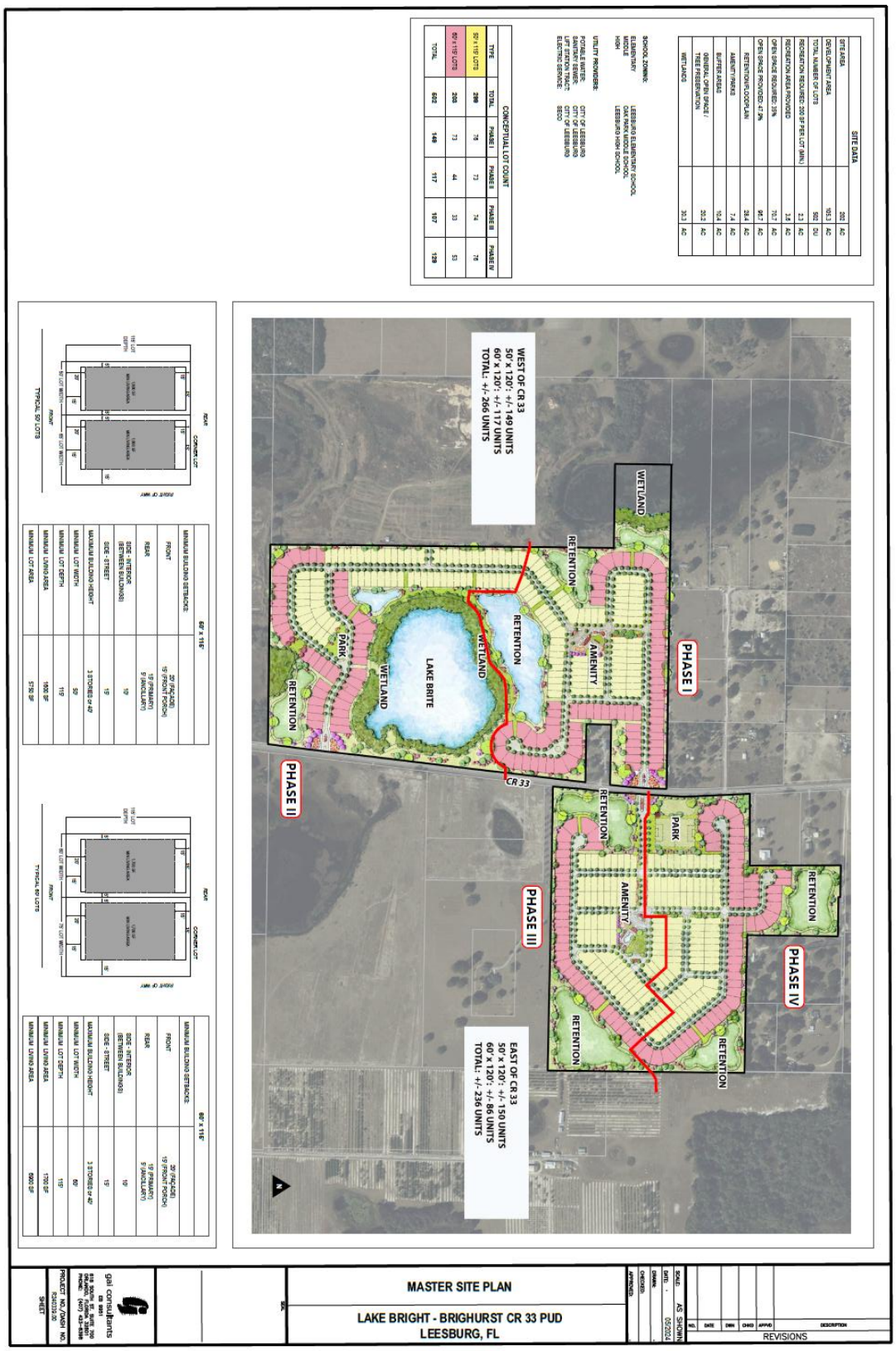


EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

EXHIBIT E **DARK SKY LIGHTING (Acceptable designs)**

TYPICAL DARK SKY LIGHTING FIXTURES

EXHIBIT F **REPRESENTATIVE FENCE EXAMPLES**

Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence & Shoreline Vinyl

https://bespokefence.com/products/vinyl-fences/ ; https://shorelinevinyl.com/fencing-styles/caroline/

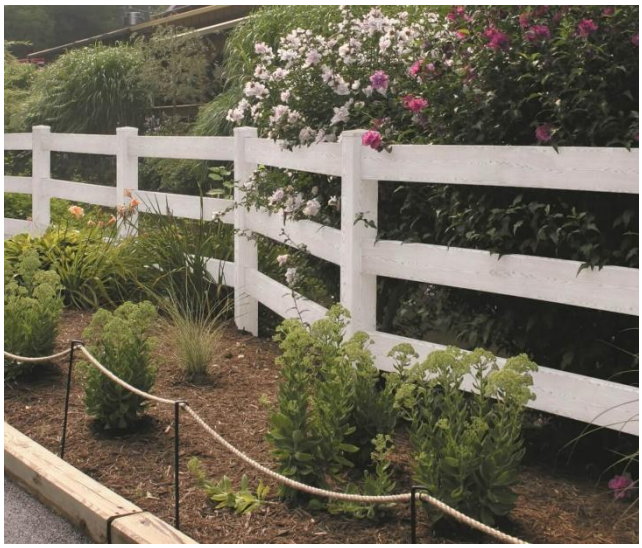


Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products & Peerless Fence

https://superiorplasticproducts.com/3-rail-vinyl-fence; https://www.peerlessfence.com/residential/products/wood/post-rail

EXHIBIT G **DIVIDED BOULEVARD AND PLANTINGS EXAMPLES**

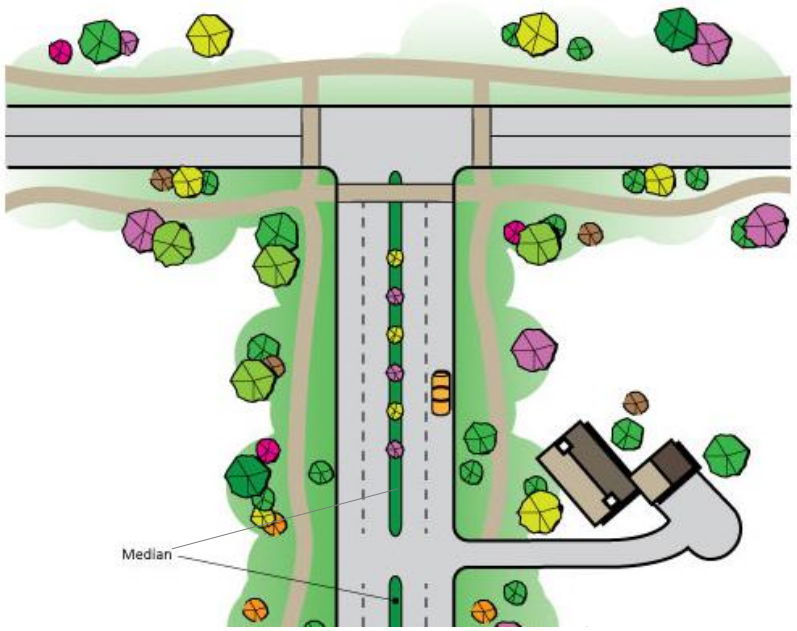


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

Figure 2 – Planted Divided Boulevard
Example Source Courtesy of District Works
https://districtworks.city/landscaping-and-groundskeeping/

Figure 3 – Planted Divided Boulevard
Example Source Courtesy of Joshua Zeunert via ResearchGate
https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT FOR CR 470 / CR 48 AT CR 33 INTERSECTION IMPROVEMENTS

THIS ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT (the "Agreement") is entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, (the "County"), and **TRINITY LAND COMPANY, LLC,** a Florida limited liability company, or its designated permitted assignee hereunder (hereafter "Developer" and together with the County, the "Parties") with a principal address of 605 Commonwealth Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, Developer has under contract real property located in Lake County, Florida situated along CR 33, south of the Florida Turnpike, more particularly described in "**Exhibit A,**" attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the County has commissioned the firm Metric Engineering, Inc of Orlando, Florida for design, engineering, and construction plans (DE&P) for the CR 470/CR 48 at CR 33 Intersection Improvements; and,

WHEREAS, the Design Contract Plans with Lake County Project No. 21-0940A identified drainage, roadway and traffic signal improvements depicted in "**Exhibit B,**" attached hereto and incorporated by reference herein; and

WHEREAS, the County determined, and Developer agrees, that it is in the public interest to move forward with the construction of the CR 470/CR 48 at CR 33 Intersection Improvement Project); and

WHEREAS, Developer intends to submit a future Planned Unit Development along CR 33 titled Lake Bright-Brighurst CR 33 Planned Unit Development (PUD) as depicted in **"Exhibit C,"** attached hereto and incorporated by reference herein; and

WHEREAS, the Parties have identified a need to establish roadway improvements in order to accommodate increased traffic demands anticipated as a result of the development in Lake County, Florida; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed to construct the CR 470/CR 48 at CR 33 Intersection Improvement Project; and

WHEREAS, the Plans and Specifications shall include drainage improvements adding additional concrete piping, all as generally depicted on "**Exhibit D,**" attached hereto and incorporated herein (the "Drainage Map"); and

WHEREAS, the Plans and Specifications shall also include a roadway plan for milling, resurfacing and shoulder widening on CR 470 and CR 33 as depicted on "**Exhibit E,**" attached hereto and incorporated herein (the "Roadway Plan 1, 2, 3 and 4"); and

WHEREAS, the Plans and Specifications also provide for traffic signalization installation and relocations as generally depicted on "**Exhibit F,**" attached hereto and incorporated herein (the "Signalization Plan"); and

WHEREAS, once the Plans and Specifications have been approved by the County and the Developer has received PUD approval for the Lake Bright-Brighurst CR 33 PUD along CR 33, the Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements ("the Improvements") to commence construction within 6 months and have construction completed within 18 months; and

WHEREAS, Section 22-39, Lake County Code, provides that in lieu of paying all or a part of the transportation impact fees required for a given development, a developer may construct a road improvement project and be given credit against the transportation impact fees otherwise due, with the amount of the credit being based upon the actual cost of the road improvement project including, but not necessarily limited to, the costs to design, engineer, permit and construct such improvements as well as the attendant stormwater system necessary to address runoff from such road improvement project; and

WHEREAS, transportation impact fee credits may be given for "Non-Site-Related Improvements," as defined in Section 22-4, Lake County Code; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed, at Developer's sole expense, to cause the CR 470/CR 48 at CR 33 Intersection Improvement Project to be constructed to County standards; and

WHEREAS, Developer has further agreed that, upon Completion (as hereafter defined) the Intersection Improvements shall be conveyed to the County; and

WHEREAS, the Parties have agreed that the foregoing shall be accomplished by the Developer at no cost to the County, but instead in exchange for Transportation Impact Fee Credits to be awarded by the County as provided herein; and

NOW, THEREFORE, the County and the Developer hereby agree as follows:

Section 1. **Findings of Facts**. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. **Effective Date; Definitions**.

(a) This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto ("Effective Date").

(b) The following terms shall have the following meanings when used in this Agreement:

"**Approval**," with respect to the Initial Design and DE&P, shall mean written confirmation of acceptance by the County of the applicable plans without further comment. With respect to the PUD, shall mean written acceptance by the City.

"**Completion**," shall mean final acceptance of the Intersection Improvements as applicable, by the County and notice thereof to the County.

"**DE&P**," shall mean the final design, engineering, and construction plans for the Intersection Improvements ("Final Plans"), and receipt of all required permits as determined by the Developer, and the County for the Intersection Improvements including, but not limited to, receipt of the St. Johns River Water Management District ("SJRWMD") permit for the stormwater system.

"**Initial Design**," shall mean the design, engineering and construction plans for a particular Segment or Segments at 60% completion (+/- 60% plans), including cross sections, plan view, including any

transition grade details, plan profile, and identification of the necessary easements, sufficient to determine the utilities design, road drainage and grading design, and storm sewer and outfall locations, all as determined by the City for a particular Segment or Segments.

"PUD" shall mean a Planned Unit Development zoning classification allowing for development of a specific project.

"**Qualified Bidders**," shall mean contractors that are financially responsible, has experience constructing similar projects, and has an adequate bonding capacity for the value of the work.

"**ROW**" shall mean all of that Right of Way required under this Agreement to be secured by the County prior to construction commencing.

Section 3. Plans and Construction.

(a) County shall provide the final engineering plans and permits including any applicable Water Management District ("WMD"), the Florida Fish and Wildlife Conservation Commission ("FWC"), the Florida Department of Environmental Protection ("FDEP") and FDOT permits, required for CR 470/CR 48 at CR 33 Intersection Improvements.

(b) **Final Plans and Specifications.** Final Plans and Specifications for the Drainage, Roadway and Signalization Improvements shall be completed by the County, and shall become a material term incorporated into this Agreement upon final approval by the County and provision to Developer. The final Plans and Specifications shall be used by the Developer to obtain bids. It is understood that the Plans and Specifications and construction for the Improvements may be modified through agreement with the Developer through the permitting processes, and by change order as actual construction of the Improvements progresses. To be effective and binding against the County with respect to the award of Transportation Impact Fee Credits, however, any and all such change orders must be in writing and approved by the Lake County Department of Public Works. The County will add impact Transportation Impact Fee Credits for a cost increase and deduct Transportation Impact Fee Credits for a cost decrease, if change order is approved by the County, and if the additions or deletions were for Non-Site-Related Improvements.

(c) Conveyance of Roadway Improvements to the County. Within 30 days of Completion of the Improvements, Developer shall convey such Improvements to the County in a manner acceptable to the County and at no cost to the County, using the County's forms and procedures for the conveyance, with all warranties, guarantees, bonds, sureties and releases related to the Improvements which have been provided to Developer by any and every contractor, subcontractor, materialman, supplier or other entity.

Section 6. Permits, Environmental Survey, and Mitigation. County shall obtain an environmental survey and all required permits, for the Improvements pursuant to the terms of this Agreement which may include permits from the Florida Department of Transportation, SJRWMD, United States Army Corps of Engineers, Department of Environmental Protection, gopher tortoise permit, sand skink permit, or other environmental permits, if necessary, and shall provide a copy of each such survey and permit to the Developer prior to commencement of construction for the applicable Improvements.

Section 7. Construction Bidding and Engineering.

(a) Project Bid. Developer shall use the competitive bidding process to obtain at least three (3) responsive bids for the construction of the Improvements. Each bidder shall be a Responsible and Qualified Bidder. Developer shall submit to the County bid comparisons with all the submitted bids together with a recommendation. In the event the County determines that the bidding process is insufficient or that the proposed number of construction days to complete the Project is not reasonable, the County may require the Developer to reject all bids and re-bid the Project or portion as applicable. Upon receipt of all required documentation, the County shall have 21 days to dispute or approve Developer's recommendation. If the County does not notify Developer of a response to the recommendation within such 21-day period, then the recommendation shall be deemed approved, and Developer shall enter into a construction contract with the selected contractor. If the County disputes Developer's recommendation, then Developer shall only be eligible for Transportation Impact Fee Credits in the amount of the lowest of the bids submitted to the County, plus any approved change orders in accordance with the terms of this Agreement. Upon execution of a final construction contract ("Construction Contract") by Developer, a copy of the Construction Contract shall be provided to the Public Works Department as the basis for determining actual Transportation Impact Fee Credits to Developer. Developer shall not commence construction without receiving a written notice to proceed with construction from the County.

(b) Pre-Construction. Prior to or upon commencement of construction and after written notice to proceed has been provided to Developer from the County, Developer shall hold a pre-construction conference with its engineer and contractor, Public Works Department, and involved utility companies. Developer will notify the County at least ten (10) days in advance of such meeting to allow the parties to attend.

Section 8. Construction Schedule. The Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements to commence construction within six (6) months from the date a written notice to proceed with construction is issued by County. The Improvements shall be completed within eighteen (18) months of commencement of construction. For purposes of this Agreement, "commencement of construction" shall mean the physical initiation of clearing and grading the ROW. The time for commencement and/or completion of the Improvements shall be extended only upon written request of Developer with approval by the County Manager by the time during which Developer's performance is delayed by causes or occurrences outside or beyond Developer's control including, by way of illustration and not limitation: acts of God, including adverse weather conditions, epidemic, pandemic, flood, or similar occurrence; strikes or other labor controversies; acts of terrorism or declarations of war; shortages of materials (including temporary disruptions in supply chains which result in an unusual increase in the cost of materials in excess of ordinary and customary price fluctuations) or inability to obtain labor or the timely delivery of materials; fire or other casualties; orders or requirements of any governmental authority; change orders to the construction which are required, requested or approved by County; and delay, neglect or default by County.

Section 9. Performance and Maintenance Bonds and Warranties. Prior to proceeding with grading and construction of roadway, Developer or its contractor shall first provide a performance and payment bond or an irrevocable letter of credit in favor of the County for the Improvements which comply with the applicable provisions of the Florida Statutes for public construction bonds and is in a form acceptable to the County Attorney. The Performance and Payment Bond Form supplied by the County will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as "**Exhibit G**". The security instrument, a copy of which shall be provided to the County by the Developer, shall be in the amount of one hundred ten percent (110%) of the construction costs and shall remain in effect until the Improvements have been constructed and approved and accepted by the County in consultation

with the Public Works Department. The construction contract shall contain a warranty of the work performed which shall be in force and effect for a period of twenty-four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Segment. The Developer or its contractor shall additionally provide to the County, a maintenance bond or an irrevocable letter of credit, acceptable to the County Attorney, in the amount of ten percent (10%) of the total construction cost for a period of twenty four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Improvements. In the event the Developer defaults on the construction of the Improvements the County may utilize the payment and performance bond or letter of credit to complete the work subject to the terms and conditions of Section 11 below. The costs of the bonds shall be a cost of the construction for Transportation Impact Fee Credits.

Section 10. Impact Fee Credits.

(a) In consideration of the obligations set forth herein, the County shall grant to Developer Transportation Impact Fee Credits for the Non-Site-Related Improvements, as defined in the Lake County Code, which, in addition to the specific credits previously referenced in the above sections of this Agreement, shall include the cost construction of any and all eligible Non-Site-Related Improvements. Developer shall be entitled to Transportation Impact Fee Credits for the construction of the Non-Site-Related Improvements in the estimated amount as shown in the Cost Estimate attached hereto as "**Exhibit H**" and incorporated herein (the "Cost Estimate"). The estimated amount of Transportation Impact Fee Credits which will be available to the Developer subject to full compliance with the terms and conditions of this Agreement is currently projected to be $2,006,489.93. In no event shall the amount of Transportation Impact Fee Credits awarded exceed the actual costs of the Non-Site-Related Improvements.

(b) Transportation Impact Fee Credits shall be granted for the construction costs after the County receives written notice of the final completion and has fully accepted the Drainage, Roadway and Traffic Signal Improvements constructed.

(c) Upon the granting of the Transportation Impact Fee Credits as set forth above, the Transportation Impact Fee Credits shall be credited to the impact fee credit account in favor of the Developer. The Developer shall send a written request by letter or by email to County with backup documents and materials for County approval prior to the impact fee credit account being activated. Upon acceptance of all submitted documentation providing compliance with this Agreement, the Public Works Department will provide notification to the County impact fee coordinator to set up the credit account. It is the Developer's responsibility to ensure that credits are requested at time of building permitting, as cash reimbursement will not be allowed after the fact in the event credits were not requested and a cash payment was made for the building permit or certificate of occupancy. The County shall issue Transportation Impact Fee Credits to Developer once submitted documentation is approved by the County's Department of Public Works. The Developer shall provide all documentation necessary for the review and approval of the impact fee credit request to the Department of Public Works, which will respond within 14 days to each request or submittal, until all required documentation has been reviewed and approved by the Department of Public Works.

(d) Upon the granting of Transportation Impact Fee Credits, the County shall be entitled to ownership of the improvements constructed.

(e) To the extent that there is an increase in the actual cost and expense of the Non-Site-Related Improvements as actual construction of the improvements progresses, as requested and approved by the County, the County shall reimburse Developer in Transportation Impact Fee Credits in an amount equal to the increase in

cost and expense resulting from such change order(s). To the extent there is a decrease in the total cost and expense of the Non-Site-Related Improvements as a result of any change order(s) to the Plans and Specifications or construction of the roadway as requested or approved by the County, as actual construction of the improvements progresses, the amount of reimbursement to Developer shall be decreased in an amount equal to the total decrease in the cost and expense resulting from such change order(s). In the event of unanticipated field conditions resulting in change orders, the Developer must immediately notify the Department of Public Works for approval of the change.

(f) Following the issuance of Transportation Impact Fee Credits, Developer may assign or transfer any Transportation Impact Fee Credits in accordance with Chapter 22, Lake County Code, and applicable Florida law within the Central Benefit District, as it is depicted as of the date of this Agreement.

(g) It is acknowledged by the County that compliance with the terms and conditions of this Agreement by Developer, its successors and assigns, satisfies any applicable Lake County transportation concurrency requirements for the Developer's Property.

Section 11. Self-Help Provision. In the event the County desires to expedite the overall construction of the roadway, the County shall be permitted, upon delivery of sixty (60) days prior written notice to the Developer, to assume the Developer's responsibilities, unless Developer commences to perform Developer's obligations within such sixty (60) day period. In the event of a material delay in the construction of roadway, which delay shall be in excess of thirty (30) days, or Developer fails to perform its obligations under this Agreement, then prior to the exercise of the rights provided to the County in this Section, Developer shall be entitled to written notice and to ninety (90) days after the receipt of that written notice of material delay on which to commence and/or continue in good faith to perform Developer's obligations. If such default, breach or other problem is not corrected within such ninety (90) day period, then the County shall each have the right, but not the obligation, to utilize the payment and performance bond or letter of credit to complete the project. The first of the two to exercise the rights granted in this section shall hereafter be referred to as the "Completing Entity in this section.

Section 12. Term and Nature of Agreement. The Developer shall take such actions as are necessary to complete the construction of the Improvements in accordance with this Agreement. Except for the warranty requirements set forth herein, this Agreement shall terminate upon completion and acceptance of the Improvements and transfer of the property to County. If the Developer is unable to obtain all necessary approvals from the City of Leesburg for the LAKE BRIGHT-BRIGHURST CR 33 PUD (PLANNED UNIT DEVELOPMENT), the sole remedy to the County shall be the termination of this Agreement and the Developer shall not be liable for, and the County shall not seek from the Developer, either damages or the specific performance of this Agreement.

Section 13. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

Section14. Further Assurance. The Parties anticipate that, related to the construction of the Road Network under this Agreement, Developer may be required to upgrade certain utilities located within the roadway corridor. County will use best efforts to cooperate with Developer or Developer's designee, to assist in facilitating such utility improvements within the proposed ROW, which shall include but not be limited to providing any available as-built plans or surveys, providing MOT guidance, reviewing plans, as applicable, and coordinating

the location of such utility improvements within the road ROW. Such assistance shall also include County coordination with the City of Leesburg if the City's utility lines need to be relocated.

Section 15. **Notices.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer:

Trinity Land Company, LLC
Attn: Andrew Orosz, Esq.
605 Commonwealth Ave.
Orlando, Florida 32803
aorosz@hcpland.com

With copy to:

Hanover Land Company
Attn: Ben Snyder
605 Commonwealth Ave.
Orlando, Florida 32803
bsnyder@hcpland.com

County:

Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

With copy to:

Lake County Department of Public Works
Attn: Public Works Director
P.O. Box 7800
Tavares, Florida 32778

Lake County, Florida
Attn: Melanie Marsh, County Attorney
P.O. Box 7800
Tavares, FL 32778

Section 16. **Counterparts**. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 17. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

Section 18. **Time is of the Essence**. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 19. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 20. Construction of Agreement. This Agreement shall not be construed against either party as the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

Section 21. Public Records.

(a) All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the Developer for or on behalf of the County will be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the Developer's office or facility. The Developer will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the Developer will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County.

(b) Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(i) Keep and maintain public records required by the County to perform the services identified herein;

(ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Developer does not transfer the records to the County.

(iv) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If Developer transfers all public records to the County upon completion of the contract, Developer shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S**

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, PUBLIC WORKS DIRECTOR, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FL, OR AT 352-253-6000 OR VIA EMAIL AT CR_ENGINEERING@LAKECOUNTYFL.GOV.

(d) Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

(e) Unless otherwise provided, Developer shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Developer receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Developer shall continue to maintain all service records until final resolution of the dispute or litigation.

(f) Confidential and/or Exempt Information. Developer must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Agreement. Upon completion, Developer will return to County all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. Developer will provide written certification to County that all documents designated as confidential and/or exempt have been returned to the County or destroyed.

Section 22. Records and Audits. Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the County upon five (5) business days prior written notice.

Section 23. Equal Opportunity Employment. Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

Section 24. Breach. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

Section 25. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors in interest.

Section 26. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 27. **Assignment**. This Agreement and all the rights, obligations and responsibilities hereunder, shall be assignable in whole or in part by Developer without prior approval of County. In the event Developer assigns all or a portion of this Agreement, the Developer will provide the County with written notice. It is understood and agreed by the Parties that upon a complete assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

Section 28. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the County.

Section 29. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida, and each Party shall be responsible for its own attorneys' fees and costs.

Section 30. **Land Use Approvals**. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Development Projects, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

Section 31. **Indemnity**. Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorneys' fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to roadway construction and improvements provided under this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the County, or claims, asserted by third-party property owners for damages arising from the performance of the obligations contained in this Agreement.

Section 32. **Insurance**. Notwithstanding the foregoing performance bond requirement, and without waiving such performance bond requirement, the Developer shall maintain or cause its agents and contractors to maintain insurance as set forth in "**Exhibit I**", attached hereto and incorporated herein by reference.

Section 33. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A:	Legal Description for Annexation and PUD
Exhibit B:	LAKE COUNTY PROJECT No. 21-0940A
Exhibit C:	LAKE BRIGHT-BRIGHURST CR 33 PUD
Exhibit D:	DRAINAGE MAP
Exhibit E:	ROADWAY PLAN 1,2,3,4
Exhibit F:	SIGNALIZATION PLAN
Exhibit G:	PERFORMANCE/PAYMENT BOND
Exhibit H	CONSTRUCTION BUDGET COST ESTIMATE
Exhibit I:	INSURANCE REQUIREMENTS

Section 33. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

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

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and Developer, through its/their duly authorized representatives.

DEVELOPER

TRINITY LAND COMPANY, LLC a Florida limited liability company

By: _____
Andrew Orosz, Authorized Representative

This 11th day of August, 2025.

COUNTY

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 9th day of September, 2025.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

9/9/25
Melanie Marsh, County Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION AND PUD

PARCEL 1

O.R. BOOK 2460, PG, 269
E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OFWAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW ¼ OF NE ¼ DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW ¼ THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE ¼ OF NW ¼ AND SAID SW ¼ OF NE ¼ A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW ¼ OF NE ¼; THENCE WEST WITH THE SOUTH LINES OF SAID SW ¼ OF NE ¼ AND SAID SE ¼ OF N/W ¼ THENCE NORTH WITH THE LINE OF SAID SE ¼ OF NW ¼ A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING AND THE SOUTH 420.26 FEET OF THE EAST ½ OF THE SW ¼ OF NW ¼

PARCEL 2, LESS AND EXCEPT THE FOLLOWING:

O.R. BOOK 1349 PG, 0146
A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT—OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING—DESCRIBED CENTERLINE: FROM THE SOUTHWEST CORNER OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST ½ A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30 1 29" A DISTANCE OF 41 .91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13 8T A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861 .43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF—WAY OF STATE ROAD 33.

PARCEL 3

O.R. BOOK 1509, PAGE 1867
PARCEL A FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE

OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A". PARCEL B FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE"C"UNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4

O.R. BOOK 3370 PAGE 1207
THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 5
O.R. BOOK 4077 PAGE 2208
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°94'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF

SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

EXHIBIT B

LAKE COUNTY PROJECT No. 21-0940A

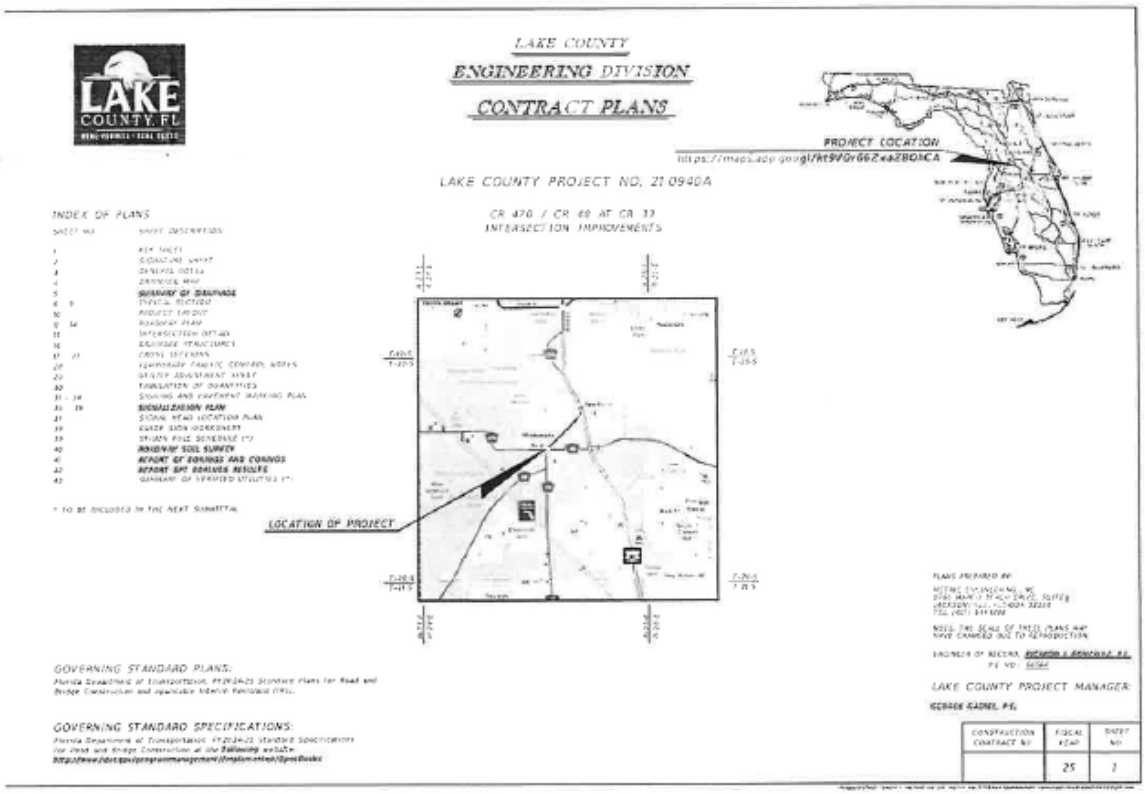


EXHIBIT C

LAKE BRIGHT-BRIGHURST CR 33 PUD

EXHIBIT D

DRAINAGE MAP

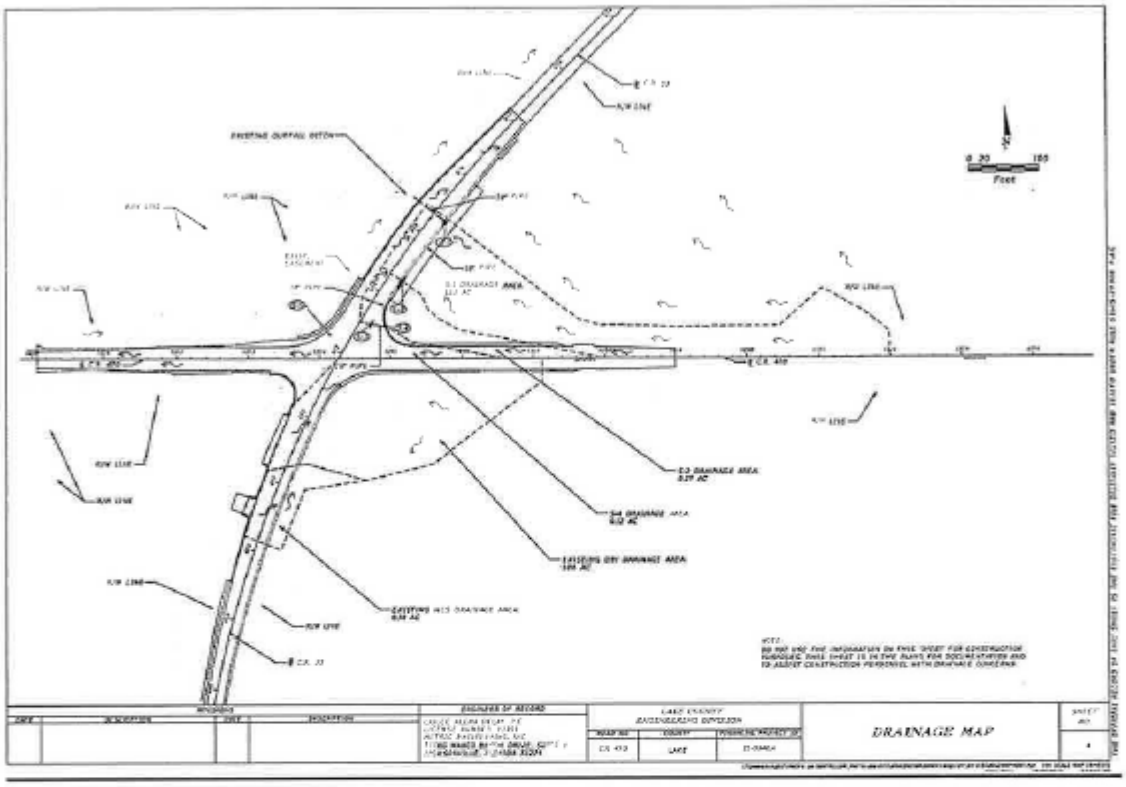


EXHIBIT E

ROADWAY PLAN 1

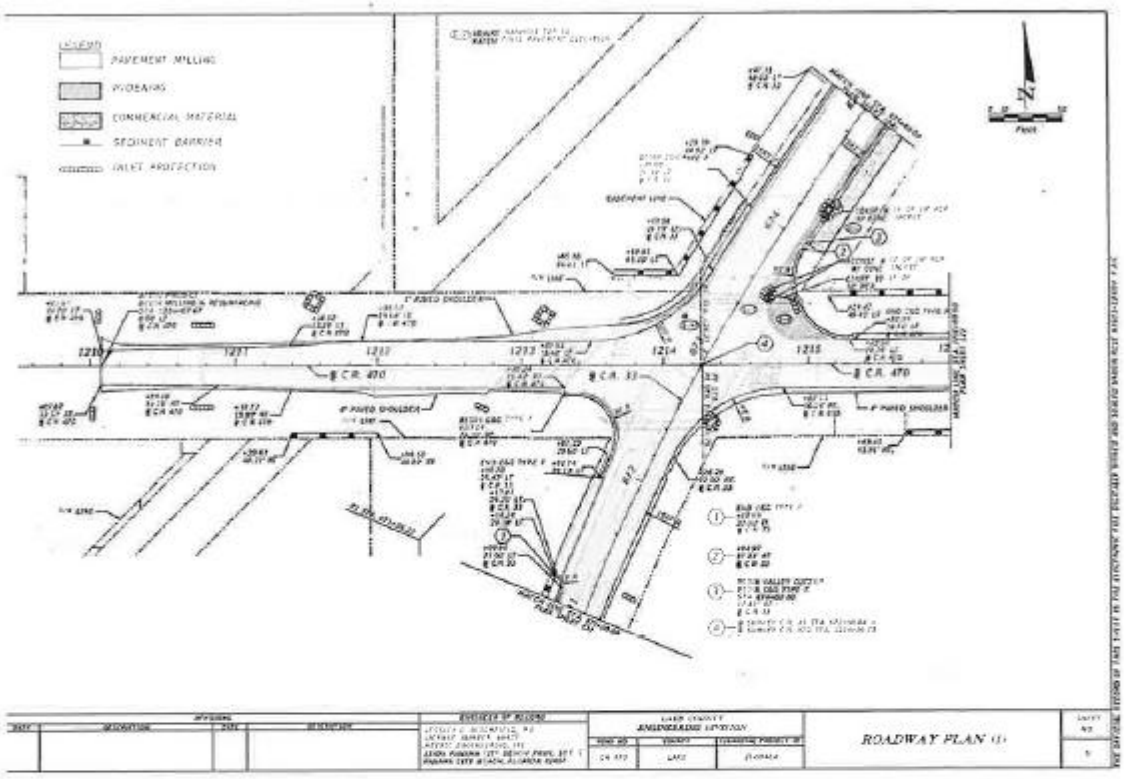


EXHIBIT E

ROADWAY PLAN 2

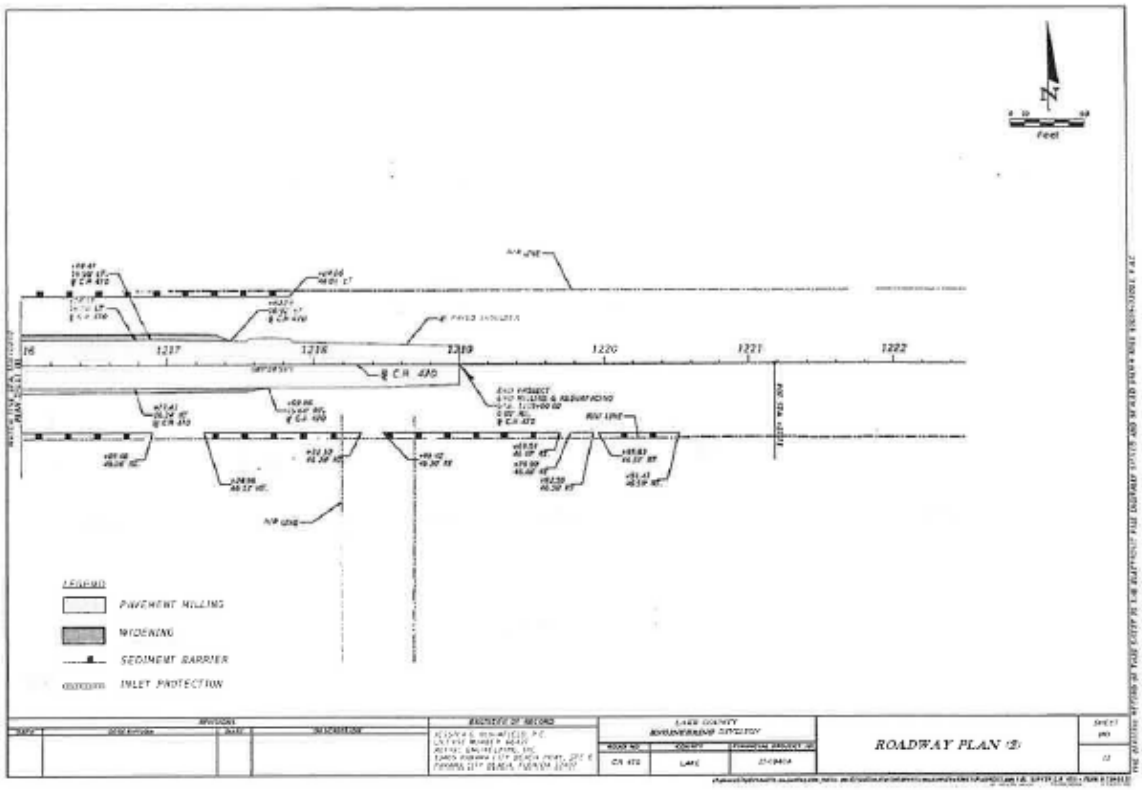


EXHIBIT E

ROADWAY PLAN 3

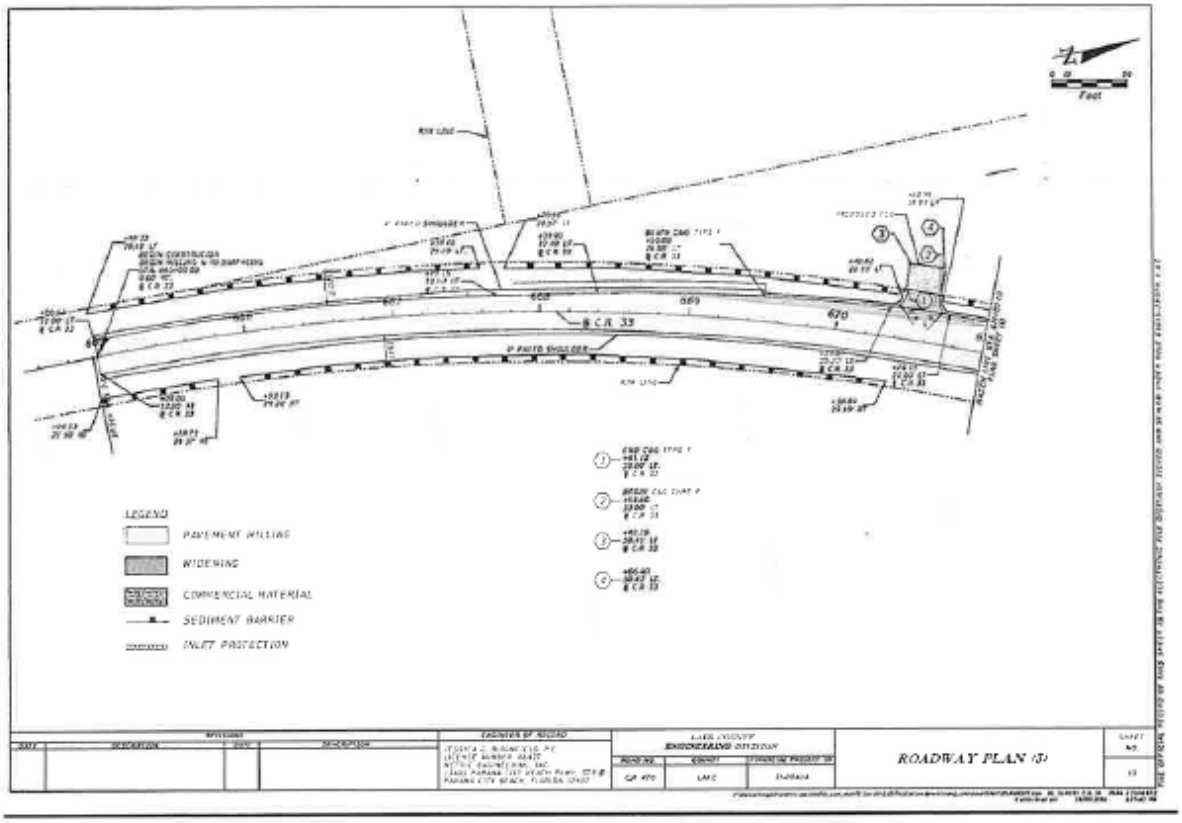


EXHIBIT E

ROADWAY PLAN 4

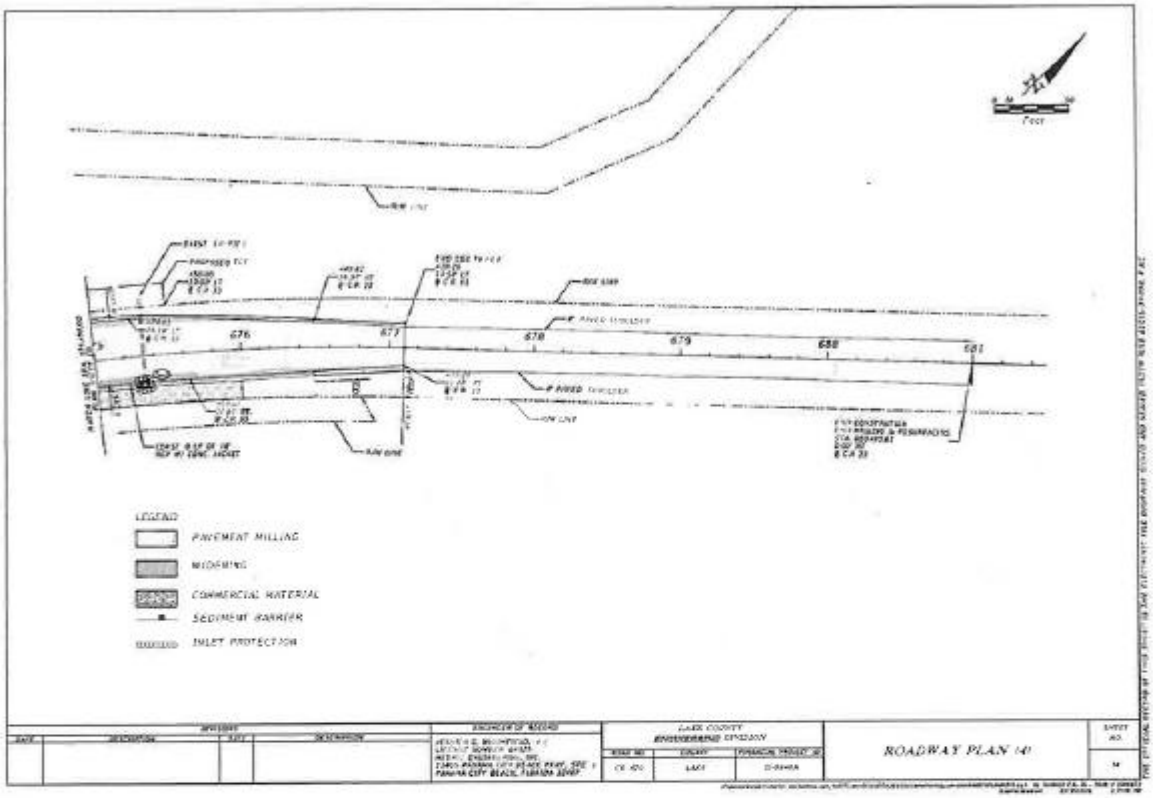


EXHIBIT F

SIGNALIZATION PLAN

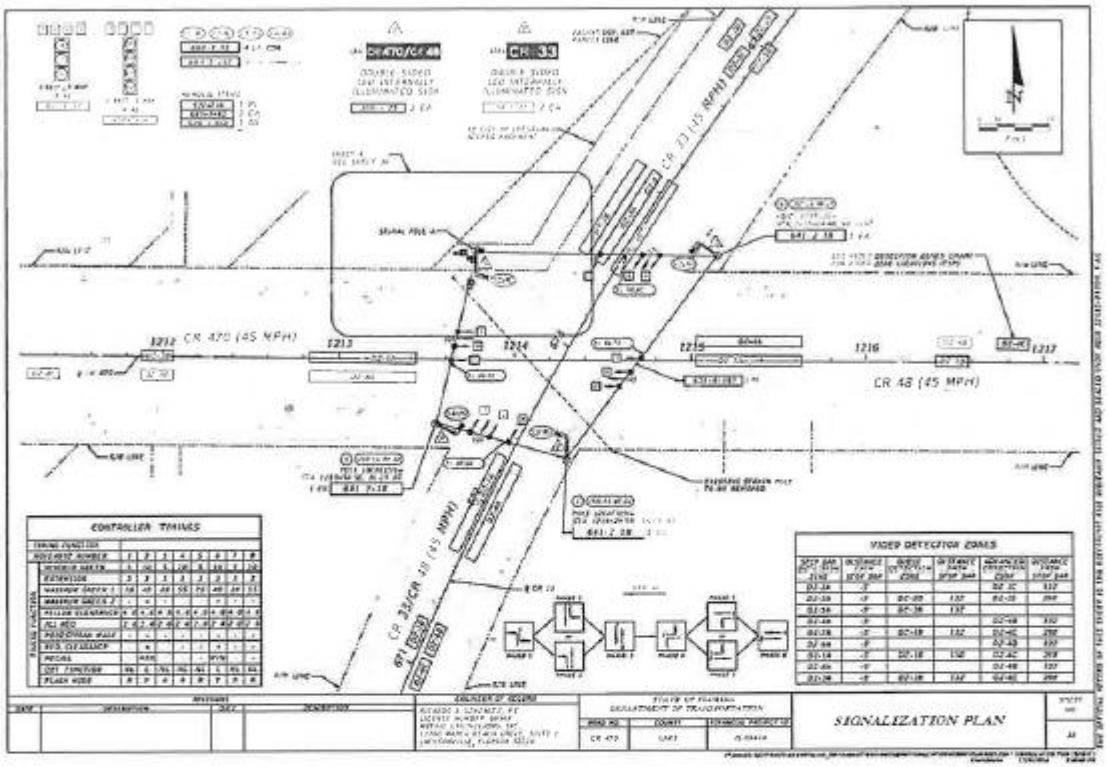


EXHIBIT G

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida: are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($ _____ _____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for_____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Page 2 of 7

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#2 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of☐ physical presence or☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor **Telephone**_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____ ($_____)

for payment of which we **bind ourselves**, our **heirs**, our legal representatives, our successors and our assignees, jointly and severally,

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

Page 6 of 7

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

EXHIBIT H

DRAINAGE, ROADWAY & TRAFFIC IMPROVMENTS
CONSTRUCTION BUDGET COST ESTIMATE

DRAINAGE	$	65,000.00
ROADWAY	$	1,139,081.75
SIGNALIZATIUON	$	520,000.00
CONSTRUCTION ADMIN./MISC.ENGINEERING/PERMITS	$	100,000.00
	$	1,824,081.75
CONTINGENCY 10%	$	182,408.18
BUDGET TOTAL	$	2,006,489.93

CR 470/ CR 48 at CR 33 Intersection Improvements

Hughes Brothers Construction, Inc.
948 Walker Road
Oldwood, FL 34785
Contact: Hunter Carter
Phone: 352-399-6859
Fax: 352-399-6850

Quote To: Hanover Land
Attn: Dony Beasley
Phone: 407-432-1967
Fax:
Date: 2-6-2025

Job Name: CR-470 CR-48 @ CR-33
Date of Plans: 12-30-2024
Revision Date:

Bid # 2025-027

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Mobilization	1.00	LS	45,000.00	45,000.00
1010	Survey & Layout	1.00	LS	72,000.00	72,000.00
1020	As-Built	1.00	LS	30,000.00	30,000.00
1030	Geo-Testing	1.00	LS	18,000.00	18,000.00
1040	Maintenance of Traffic	1.00	LS	285,000.00	285,000.00
1050	NPDES Monitoring	1.00	LS	18,000.00	18,000.00
1060	Silt Fence	4,650.00	LF	2.25	10,462.50
1070	Inlet Protection	13.00	EA	135.00	1,755.00
1090	ROW Restoration	16,569.00	SY	3.75	62,071.25
1100	Demolition	1.00	LS	7,500.00	7,500.00
1110	1.5" Milling	9,270.00	SY	7.80	72,306.00
1120	1.5" FC-9.5 Asphalt	10,010.00	SY	31.00	310,310.00
1130	2" SP-12.5	1,060.00	SY	78.00	82,680.00
1140	Full Depth Lime Rock	1,060.00	SY	31.00	32,860.00
1150	Type F Curb	870.00	LF	42.00	36,540.00
1160	Type Valley - Gutter	250.00	LF	42.00	10,500.00
1170	Striping & Signage	1.00	LS	38,400.00	38,400.00
1180	TOTAL ROADWAY	2.00			1,139,081.75
1190	Connect to Existing	5.00	EA	5,685.00	23,080.00
1200	18" RCP	70.00	LF	145.00	10,150.00
1210	Type P-1 Inlet	1.00	EA	9,585.00	9,685.00
1220	Type V Inlet	2.00	EA	7,235.00	14,470.00
1230	Type P Manhole (Adjustment and Riser)	1.00	EA	2,670.00	2,670.00
1240	Type P Manhole	1.00	EA	5,830.00	5,830.00
1250	Testing	10.00	LF	1.50	325.00
1260	TOTAL STORM				65,100.00
1270	Signalization Package	1.00	LS	520,000.00	520,000.00
1280	TOTAL SIGNALIZATION				520,000.00
GRAND TOTAL					$1,725,081.75

Page 1 of 2

EXHIBIT I

INSURANCE REQUIREMENTS

The contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

At time of contract, the Contractor will be required to provide a copy of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. (Note: A simple COI WILL NOT be accepted in lieu of).

Contractor shall not commence work under the Contract until County has received an acceptable certificate or certificates of insurance evidencing the required insurance and all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured, along with all required provisions to include waiver of subrogation, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

Railroad Protective Liability with bodily injury protection of Two Million dollars ($2,000,000) and property damage of Two Million dollars ($2,000,000) for any project or portion of the project which is located on Railroad property. The Railroad shall be endorsed to this policy as an additional insured.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Contractor's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	January 22, 2026
OWNER:	Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER:	Ben Snyder, Hanover Land Company
PROJECT:	Lake Bright-Brighurst CR 33
REQUEST:	Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development)
CASE NO.:	PUD-25-775

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

<u>APPROVAL</u> of the request for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County A (Agriculture); AR (Agricultural Residential); RA (Ranchette), and City PUD (Planned Unit Development).

2. The proposed zoning, as conditioned, is compatible with the proposed future land use designation amendment to City Estate Residential, and the current surrounding Future Land Use designations.

3. The site is compatible with existing City of Leesburg approved developments along CR 33.

4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned in the PUD document.

5. Applicant shall be responsible for timely fulfillment and completion of all improvements, based on the contract with Lake County, Florida, dated September 9, 2025, for the intersection of CR 33/CR 48 and CR 470.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County A (Agriculture) to City PUD (Planned Unit Development), and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Lake Bright-Brighurst CR 33
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential and Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow 502 detached single-family units.
CASE NO.: *(ANNX-25-773);* LSCP-25-774; PUD-25-775

GENERAL LOCATION: East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural; City of Leesburg Neighborhood Mixed Use
South – Lake County Rural, Conservation
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Rural	Estate Residential	202.64 +/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture), AR (Agricultural Residential), RA (Ranchette District); City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Residential and agricultural acreage.

SURROUNDING LAND USE:
North – Residential
South – Pasture Improved Hay Acreage; Residential; Non-Agricultural Acreage
East – Government
West – Non-Agricultural Acreage

PROPOSED LAND USE: 502 single-family residential lots, comprised of 50' x 120' and 60' x 120' lots, with associated amenities.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: January 22, 2026
OWNER: Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Lake Bright-Brighurst CR 33
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential and Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow 502 detached single-family units.
CASE NO.: *(ANNX-25-773);* LSCP-25-774; PUD-25-775

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/16/2026.

FIRE

In reference to Case Number LSCP-25-774; PUD-25-775

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-774; PUD-25-775 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

(1) Alarm handling time completion in accordance with 4.1.2.3
(2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
(3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
(4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
(5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
(8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

--Captain Amanda Stevenson, 1/21/2026

ELECTRIC

Leesburg Electric has no objections. This is outside of Leesburg Electric Service territory. – Steve Davis, 12/29/2025

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith, 12/30/2025.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 12/29/2025

BUILDING

No comments received as of 1/16/2026.

PUBLIC WORKS

No comments received as of 1/16/2026.

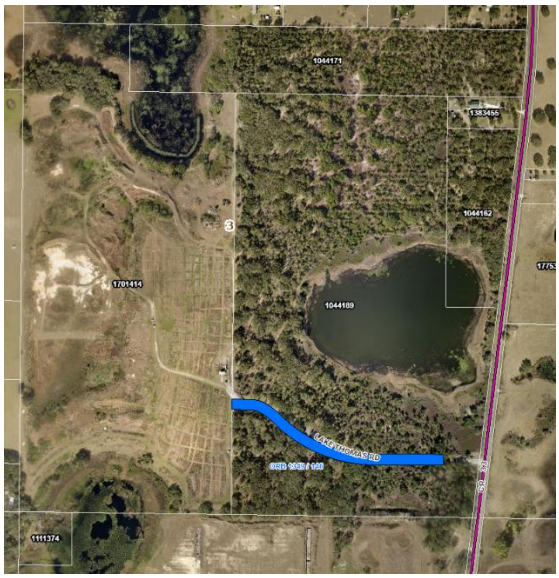
HOUSING & REDEVELOPMENT

No comments received as of 1/16/2026.

LAKE COUNTY PUBLIC WORKS

Attached is the Lake County Public Works comment letter for the Lake Bright-Brighurst CR 33.

A note related to the PUD concept plan is the proposed lot layout will affect the current access to the western parcel at alt key 1701414. Here is a clip from the GIS map showing the blue deeded right-of-way to the property and the driveway/road to the house outside of this proposed development.



I have also included the Roadway and Impact Fee Agreement that was made in coordination and requested by the city for this development's contributions to improvements outside of the development to the existing road network.

Please let Jeff or I know if you have any questions.

Thanks,
Seth

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

January 14, 2026

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Lake Bright-Brighurst CR 33/ Planned Unit Development
CASE NO.: PUD-25-775

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for CR 33

- **Turn Lanes are required on CR 33 at the development's proposed access.**
- **Additional right-of-way may be required for CR 33.**
- **A trail along the development road frontage for CR 33 will need to be accommodated.**
- **A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.**

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Lake County Department of Public Works recommended requirements for the Lake Bright-Brighurst CR 33 PUD impacts to roadways and drainage systems:

CR 33:

- Access off CR 33 will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on CR 33 at the proposed entrances to this development will be required.
- The development will need to accommodate for the West Lake Trail along the property's CR 33 road frontage.
- CR 33 is defined with a functional road classification of 'rural major collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.
- A preliminary review of the right-of-way based on the historic SR 33 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 33 will be required the will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for CR 33 may be required to meet the minimum requirements for a collector roadway, accommodate the offsite road improvements while maintaining the road drainage, and accommodate future widening of CR 33. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.

Lake Thomas Road:

- Lake Thomas Road appears to be a public right of way per ORB1349/PG146. This road is not in the county road maintenance. The proposed PUD plan appears to alter the path of this road and the access for the western parcel with alt key 1701414 (not part of this proposed PUD). Any vacation petition for the removal of the existing right-of-way should be processed by the city and new right-of-way providing access to the western parcel should be provided at the same time of vacation of right-of-way.
- The development will need to revise the concept plan showing the access to the western parcel with alt key 1701414. This access would need to be a right-of-way and a road meeting local paved road standard.

Roadway Agreement:

- A Roadway and Impact Fee Agreement has been made with the developer to help contribute to the road improvements and signal reconstruction at the intersection of CR 470/CR 48 and CR 33 in the Distinctive Community of Okahumpka. This agreement was made with coordination between city and county for this development's contributions to improvements outside of the development to the existing road network.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.

- The TIA is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to CR 33.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Engineering and Operations Director
Lake County Department of Public Works
seth.lynch@lakecountyfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

LAKE COUNTY SCHOOLS

An Adequate Public Facilities determination (APF15-205) was issued for this project on 12/11/25. The determination was for 502 SF units. Please be advised the project is still subject to school concurrency review. – Helen LaValley, 12/30/2025.

PUBLIC RESPONSES

Approval

No comments received as of 12/15/2025.

Disapproval

2

No comment

No comments received as of 12/15/2025.

Notice of Appearance filed:

No comments received as of 12/15/2025.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 1/16/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 1/16/2026.

PUBLIC COMMENTS (DISAPPROVAL)

1. **23404 County Road 33 Groveland, FL 34746**

Dear Leesburg Planning & Zoning,
We, William and Karen Robertson oppose Case No: LSCP-25-774; PUD-25-775 Lake Bright-Brighurst CR33 project per our attorney unless there is a requirement for the builder to construct a concrete wall at least 8 feet tall along the entire South side of the Brighurst property.

We have owned our 33 acres for 38 years where we have a homestead and cattle ranch. We have been advised that per these homes with the current perimeter barrier requirements from the City of Leesburg for only a 4-6 ft split rail or poly fence are inadequate.

Sincerely,
William B. Robertson and Karen J. Robertson

2. To Whom It May Concern,

I am writing to formally express my opposition to the proposed rezoning and Planned Unit Development associated with case numbers LSCP-25-774; PUD-25-775, located in the Lake Bright St area along County Road 33.

The proposal to rezone more than 200 acres of rural land and change the current five-acre minimum per residence to allow 502 detached single-family residential lots raises serious concerns regarding traffic safety, infrastructure capacity, and the long-term preservation of Lake County's rural character.

This area is already awaiting multiple approved developments that have yet to be completed. Even without these developments, CR 33 experiences frequent accidents and dangerous driving conditions. Issues such as illegal passing, speeding, and aggressive driving are already common, creating unsafe conditions for residents and commuters. Adding a third large-scale development would significantly increase traffic on roadways that are not designed to safely handle such volume, further endangering the public.

Beyond traffic and safety concerns, this rezoning threatens to permanently alter and diminish the beautiful country farmland that defines this area and much of Lake County. The existing five-acre minimum per residence was established for a clear and important purpose: to preserve rural landscapes, reduce overdevelopment, and protect the county's natural beauty. Eliminating this standard in favor of high-density development undermines that intent and opens the door for a domino effect of similar rezonings throughout surrounding rural areas.

Once farmland and open space are lost to dense development that cannot be restored. Approving this request would not only change the character of the Lake Brite Street and CR 33, but could also set a precedent that continues to erode the rural charm and agricultural heritage that Lake County residents value and seek to protect.

For these reasons, I respectfully urge the County to deny or reconsider this rezoning request until comprehensive traffic studies, infrastructure improvements, and cumulative development impacts are fully evaluated. Growth should be managed responsibly, with public safety, sustainability, and the preservation of Lake County's rural identity as top priorities.

Thank you for your time and consideration.

Sincerely,
Kayla and Quintin Phillips
3956 Lake Brite Street
Groveland, FL 34736
352-398-2742

Extended Aerial

Planning & Zoning Department

N

0 600 1,200 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT FOR CR 470 / CR 48 AT CR 33 INTERSECTION IMPROVEMENTS

THIS ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT (the "Agreement") is entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, (the "County"), and **TRINITY LAND COMPANY, LLC,** a Florida limited liability company, or its designated permitted assignee hereunder (hereafter "Developer" and together with the County, the "Parties") with a principal address of 605 Commonwealth Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, Developer has under contract real property located in Lake County, Florida situated along CR 33, south of the Florida Turnpike, more particularly described in "**Exhibit A,**" attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the County has commissioned the firm Metric Engineering, Inc of Orlando, Florida for design, engineering, and construction plans (DE&P) for the CR 470/CR 48 at CR 33 Intersection Improvements; and,

WHEREAS, the Design Contract Plans with Lake County Project No. 21-0940A identified drainage, roadway and traffic signal improvements depicted in "**Exhibit B,**" attached hereto and incorporated by reference herein; and

WHEREAS, the County determined, and Developer agrees, that it is in the public interest to move forward with the construction of the CR 470/CR 48 at CR 33 Intersection Improvement Project); and

WHEREAS, Developer intends to submit a future Planned Unit Development along CR 33 titled Lake Bright-Brighurst CR 33 Planned Unit Development (PUD) as depicted in **"Exhibit C,"** attached hereto and incorporated by reference herein; and

WHEREAS, the Parties have identified a need to establish roadway improvements in order to accommodate increased traffic demands anticipated as a result of the development in Lake County, Florida; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed to construct the CR 470/CR 48 at CR 33 Intersection Improvement Project; and

WHEREAS, the Plans and Specifications shall include drainage improvements adding additional concrete piping, all as generally depicted on "**Exhibit D,**" attached hereto and incorporated herein (the "Drainage Map"); and

WHEREAS, the Plans and Specifications shall also include a roadway plan for milling, resurfacing and shoulder widening on CR 470 and CR 33 as depicted on "**Exhibit E,**" attached hereto and incorporated herein (the "Roadway Plan 1, 2, 3 and 4"); and

WHEREAS, the Plans and Specifications also provide for traffic signalization installation and relocations as generally depicted on "**Exhibit F,**" attached hereto and incorporated herein (the "Signalization Plan"); and

WHEREAS, once the Plans and Specifications have been approved by the County and the Developer has received PUD approval for the Lake Bright-Brighurst CR 33 PUD along CR 33, the Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements ("the Improvements") to commence construction within 6 months and have construction completed within 18 months; and

WHEREAS, Section 22-39, Lake County Code, provides that in lieu of paying all or a part of the transportation impact fees required for a given development, a developer may construct a road improvement project and be given credit against the transportation impact fees otherwise due, with the amount of the credit being based upon the actual cost of the road improvement project including, but not necessarily limited to, the costs to design, engineer, permit and construct such improvements as well as the attendant stormwater system necessary to address runoff from such road improvement project; and

WHEREAS, transportation impact fee credits may be given for "Non-Site-Related Improvements," as defined in Section 22-4, Lake County Code; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed, at Developer's sole expense, to cause the CR 470/CR 48 at CR 33 Intersection Improvement Project to be constructed to County standards; and

WHEREAS, Developer has further agreed that, upon Completion (as hereafter defined) the Intersection Improvements shall be conveyed to the County; and

WHEREAS, the Parties have agreed that the foregoing shall be accomplished by the Developer at no cost to the County, but instead in exchange for Transportation Impact Fee Credits to be awarded by the County as provided herein; and

NOW, THEREFORE, the County and the Developer hereby agree as follows:

Section 1. **Findings of Facts**. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. **Effective Date; Definitions**.

(a) This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto ("Effective Date").

(b) The following terms shall have the following meanings when used in this Agreement:

"**Approval**," with respect to the Initial Design and DE&P, shall mean written confirmation of acceptance by the County of the applicable plans without further comment. With respect to the PUD, shall mean written acceptance by the City.

"**Completion**," shall mean final acceptance of the Intersection Improvements as applicable, by the County and notice thereof to the County.

"**DE&P**," shall mean the final design, engineering, and construction plans for the Intersection Improvements ("Final Plans"), and receipt of all required permits as determined by the Developer, and the County for the Intersection Improvements including, but not limited to, receipt of the St. Johns River Water Management District ("SJRWMD") permit for the stormwater system.

"**Initial Design**," shall mean the design, engineering and construction plans for a particular Segment or Segments at 60% completion (+/- 60% plans), including cross sections, plan view, including any

transition grade details, plan profile, and identification of the necessary easements, sufficient to determine the utilities design, road drainage and grading design, and storm sewer and outfall locations, all as determined by the City for a particular Segment or Segments.

"PUD" shall mean a Planned Unit Development zoning classification allowing for development of a specific project.

"**Qualified Bidders**," shall mean contractors that are financially responsible, has experience constructing similar projects, and has an adequate bonding capacity for the value of the work.

"**ROW**" shall mean all of that Right of Way required under this Agreement to be secured by the County prior to construction commencing.

Section 3. Plans and Construction.

(a) County shall provide the final engineering plans and permits including any applicable Water Management District ("WMD"), the Florida Fish and Wildlife Conservation Commission ("FWC"), the Florida Department of Environmental Protection ("FDEP") and FDOT permits, required for CR 470/CR 48 at CR 33 Intersection Improvements.

(b) Final Plans and Specifications. Final Plans and Specifications for the Drainage, Roadway and Signalization Improvements shall be completed by the County, and shall become a material term incorporated into this Agreement upon final approval by the County and provision to Developer. The final Plans and Specifications shall be used by the Developer to obtain bids. It is understood that the Plans and Specifications and construction for the Improvements may be modified through agreement with the Developer through the permitting processes, and by change order as actual construction of the Improvements progresses. To be effective and binding against the County with respect to the award of Transportation Impact Fee Credits, however, any and all such change orders must be in writing and approved by the Lake County Department of Public Works. The County will add impact Transportation Impact Fee Credits for a cost increase and deduct Transportation Impact Fee Credits for a cost decrease, if change order is approved by the County, and if the additions or deletions were for Non-Site-Related Improvements.

(c) Conveyance of Roadway Improvements to the County. Within 30 days of Completion of the Improvements, Developer shall convey such Improvements to the County in a manner acceptable to the County and at no cost to the County, using the County's forms and procedures for the conveyance, with all warranties, guarantees, bonds, sureties and releases related to the Improvements which have been provided to Developer by any and every contractor, subcontractor, materialman, supplier or other entity.

Section 6. Permits, Environmental Survey, and Mitigation. County shall obtain an environmental survey and all required permits, for the Improvements pursuant to the terms of this Agreement which may include permits from the Florida Department of Transportation, SJRWMD, United States Army Corps of Engineers, Department of Environmental Protection, gopher tortoise permit, sand skink permit, or other environmental permits, if necessary, and shall provide a copy of each such survey and permit to the Developer prior to commencement of construction for the applicable Improvements.

Section 7. Construction Bidding and Engineering.

(a) Project Bid. Developer shall use the competitive bidding process to obtain at least three (3) responsive bids for the construction of the Improvements. Each bidder shall be a Responsible and Qualified Bidder. Developer shall submit to the County bid comparisons with all the submitted bids together with a recommendation. In the event the County determines that the bidding process is insufficient or that the proposed number of construction days to complete the Project is not reasonable, the County may require the Developer to reject all bids and re-bid the Project or portion as applicable. Upon receipt of all required documentation, the County shall have 21 days to dispute or approve Developer's recommendation. If the County does not notify Developer of a response to the recommendation within such 21-day period, then the recommendation shall be deemed approved, and Developer shall enter into a construction contract with the selected contractor. If the County disputes Developer's recommendation, then Developer shall only be eligible for Transportation Impact Fee Credits in the amount of the lowest of the bids submitted to the County, plus any approved change orders in accordance with the terms of this Agreement. Upon execution of a final construction contract ("Construction Contract") by Developer, a copy of the Construction Contract shall be provided to the Public Works Department as the basis for determining actual Transportation Impact Fee Credits to Developer. Developer shall not commence construction without receiving a written notice to proceed with construction from the County.

(b) Pre-Construction. Prior to or upon commencement of construction and after written notice to proceed has been provided to Developer from the County, Developer shall hold a pre-construction conference with its engineer and contractor, Public Works Department, and involved utility companies. Developer will notify the County at least ten (10) days in advance of such meeting to allow the parties to attend.

Section 8. Construction Schedule. The Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements to commence construction within six (6) months from the date a written notice to proceed with construction is issued by County. The Improvements shall be completed within eighteen (18) months of commencement of construction. For purposes of this Agreement, "commencement of construction" shall mean the physical initiation of clearing and grading the ROW. The time for commencement and/or completion of the Improvements shall be extended only upon written request of Developer with approval by the County Manager by the time during which Developer's performance is delayed by causes or occurrences outside or beyond Developer's control including, by way of illustration and not limitation: acts of God, including adverse weather conditions, epidemic, pandemic, flood, or similar occurrence; strikes or other labor controversies; acts of terrorism or declarations of war; shortages of materials (including temporary disruptions in supply chains which result in an unusual increase in the cost of materials in excess of ordinary and customary price fluctuations) or inability to obtain labor or the timely delivery of materials; fire or other casualties; orders or requirements of any governmental authority; change orders to the construction which are required, requested or approved by County; and delay, neglect or default by County.

Section 9. Performance and Maintenance Bonds and Warranties. Prior to proceeding with grading and construction of roadway, Developer or its contractor shall first provide a performance and payment bond or an irrevocable letter of credit in favor of the County for the Improvements which comply with the applicable provisions of the Florida Statutes for public construction bonds and is in a form acceptable to the County Attorney. The Performance and Payment Bond Form supplied by the County will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as "**Exhibit G**". The security instrument, a copy of which shall be provided to the County by the Developer, shall be in the amount of one hundred ten percent (110%) of the construction costs and shall remain in effect until the Improvements have been constructed and approved and accepted by the County in consultation

with the Public Works Department. The construction contract shall contain a warranty of the work performed which shall be in force and effect for a period of twenty-four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Segment. The Developer or its contractor shall additionally provide to the County, a maintenance bond or an irrevocable letter of credit, acceptable to the County Attorney, in the amount of ten percent (10%) of the total construction cost for a period of twenty four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Improvements. In the event the Developer defaults on the construction of the Improvements the County may utilize the payment and performance bond or letter of credit to complete the work subject to the terms and conditions of Section 11 below. The costs of the bonds shall be a cost of the construction for Transportation Impact Fee Credits.

Section 10. Impact Fee Credits.

(a) In consideration of the obligations set forth herein, the County shall grant to Developer Transportation Impact Fee Credits for the Non-Site-Related Improvements, as defined in the Lake County Code, which, in addition to the specific credits previously referenced in the above sections of this Agreement, shall include the cost construction of any and all eligible Non-Site-Related Improvements. Developer shall be entitled to Transportation Impact Fee Credits for the construction of the Non-Site-Related Improvements in the estimated amount as shown in the Cost Estimate attached hereto as **"Exhibit H"** and incorporated herein (the "Cost Estimate"). The estimated amount of Transportation Impact Fee Credits which will be available to the Developer subject to full compliance with the terms and conditions of this Agreement is currently projected to be $2,006,489.93. In no event shall the amount of Transportation Impact Fee Credits awarded exceed the actual costs of the Non-Site-Related Improvements.

(b) Transportation Impact Fee Credits shall be granted for the construction costs after the County receives written notice of the final completion and has fully accepted the Drainage, Roadway and Traffic Signal Improvements constructed.

(c) Upon the granting of the Transportation Impact Fee Credits as set forth above, the Transportation Impact Fee Credits shall be credited to the impact fee credit account in favor of the Developer. The Developer shall send a written request by letter or by email to County with backup documents and materials for County approval prior to the impact fee credit account being activated. Upon acceptance of all submitted documentation providing compliance with this Agreement, the Public Works Department will provide notification to the County impact fee coordinator to set up the credit account. It is the Developer's responsibility to ensure that credits are requested at time of building permitting, as cash reimbursement will not be allowed after the fact in the event credits were not requested and a cash payment was made for the building permit or certificate of occupancy. The County shall issue Transportation Impact Fee Credits to Developer once submitted documentation is approved by the County's Department of Public Works. The Developer shall provide all documentation necessary for the review and approval of the impact fee credit request to the Department of Public Works, which will respond within 14 days to each request or submittal, until all required documentation has been reviewed and approved by the Department of Public Works.

(d) Upon the granting of Transportation Impact Fee Credits, the County shall be entitled to ownership of the improvements constructed.

(e) To the extent that there is an increase in the actual cost and expense of the Non-Site-Related Improvements as actual construction of the improvements progresses, as requested and approved by the County, the County shall reimburse Developer in Transportation Impact Fee Credits in an amount equal to the increase in

cost and expense resulting from such change order(s). To the extent there is a decrease in the total cost and expense of the Non-Site-Related Improvements as a result of any change order(s) to the Plans and Specifications or construction of the roadway as requested or approved by the County, as actual construction of the improvements progresses, the amount of reimbursement to Developer shall be decreased in an amount equal to the total decrease in the cost and expense resulting from such change order(s). In the event of unanticipated field conditions resulting in change orders, the Developer must immediately notify the Department of Public Works for approval of the change.

(f) Following the issuance of Transportation Impact Fee Credits, Developer may assign or transfer any Transportation Impact Fee Credits in accordance with Chapter 22, Lake County Code, and applicable Florida law within the Central Benefit District, as it is depicted as of the date of this Agreement.

(g) It is acknowledged by the County that compliance with the terms and conditions of this Agreement by Developer, its successors and assigns, satisfies any applicable Lake County transportation concurrency requirements for the Developer's Property.

Section 11. **Self-Help Provision**. In the event the County desires to expedite the overall construction of the roadway, the County shall be permitted, upon delivery of sixty (60) days prior written notice to the Developer, to assume the Developer's responsibilities, unless Developer commences to perform Developer's obligations within such sixty (60) day period. In the event of a material delay in the construction of roadway, which delay shall be in excess of thirty (30) days, or Developer fails to perform its obligations under this Agreement, then prior to the exercise of the rights provided to the County in this Section, Developer shall be entitled to written notice and to ninety (90) days after the receipt of that written notice of material delay on which to commence and/or continue in good faith to perform Developer's obligations. If such default, breach or other problem is not corrected within such ninety (90) day period, then the County shall each have the right, but not the obligation, to utilize the payment and performance bond or letter of credit to complete the project. The first of the two to exercise the rights granted in this section shall hereafter be referred to as the "Completing Entity in this section.

Section 12. **Term and Nature of Agreement**. The Developer shall take such actions as are necessary to complete the construction of the Improvements in accordance with this Agreement. Except for the warranty requirements set forth herein, this Agreement shall terminate upon completion and acceptance of the Improvements and transfer of the property to County. If the Developer is unable to obtain all necessary approvals from the City of Leesburg for the LAKE BRIGHT-BRIGHURST CR 33 PUD (PLANNED UNIT DEVELOPMENT), the sole remedy to the County shall be the termination of this Agreement and the Developer shall not be liable for, and the County shall not seek from the Developer, either damages or the specific performance of this Agreement.

Section 13. **Compliance with Laws and Regulation**. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

Section14. **Further Assurance**. The Parties anticipate that, related to the construction of the Road Network under this Agreement, Developer may be required to upgrade certain utilities located within the roadway corridor. County will use best efforts to cooperate with Developer or Developer's designee, to assist in facilitating such utility improvements within the proposed ROW, which shall include but not be limited to providing any available as-built plans or surveys, providing MOT guidance, reviewing plans, as applicable, and coordinating

the location of such utility improvements within the road ROW. Such assistance shall also include County coordination with the City of Leesburg if the City's utility lines need to be relocated.

Section 15. **Notices.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer:

Trinity Land Company, LLC
Attn: Andrew Orosz, Esq.
605 Commonwealth Ave.
Orlando, Florida 32803
aorosz@hcpland.com

With copy to:

Hanover Land Company
Attn: Ben Snyder
605 Commonwealth Ave.
Orlando, Florida 32803
bsnyder@hcpland.com

County:

Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

With copy to:

Lake County Department of Public Works
Attn: Public Works Director
P.O. Box 7800
Tavares, Florida 32778

Lake County, Florida
Attn: Melanie Marsh, County Attorney
P.O. Box 7800
Tavares, FL 32778

Section 16. **Counterparts**. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 17. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

Section 18. **Time is of the Essence**. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 19. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 20. **Construction of Agreement**. This Agreement shall not be construed against either party as the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

Section 21. **Public Records**.

(a) All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the Developer for or on behalf of the County will be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the Developer's office or facility. The Developer will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the Developer will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County.

(b) Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(i) Keep and maintain public records required by the County to perform the services identified herein;

(ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Developer does not transfer the records to the County.

(iv) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If Developer transfers all public records to the County upon completion of the contract, Developer shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S**

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, PUBLIC WORKS DIRECTOR, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FL, OR AT 352-253-6000 OR VIA EMAIL AT CR_ENGINEERING@LAKECOUNTYFL.GOV.

(d) Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

(e) Unless otherwise provided, Developer shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Developer receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Developer shall continue to maintain all service records until final resolution of the dispute or litigation.

(f) Confidential and/or Exempt Information. Developer must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Agreement. Upon completion, Developer will return to County all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. Developer will provide written certification to County that all documents designated as confidential and/or exempt have been returned to the County or destroyed.

Section 22. Records and Audits. Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the County upon five (5) business days prior written notice.

Section 23. Equal Opportunity Employment. Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

Section 24. Breach. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

Section 25. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors in interest.

Section 26. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 27. **Assignment**. This Agreement and all the rights, obligations and responsibilities hereunder, shall be assignable in whole or in part by Developer without prior approval of County. In the event Developer assigns all or a portion of this Agreement, the Developer will provide the County with written notice. It is understood and agreed by the Parties that upon a complete assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

Section 28. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the County.

Section 29. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida, and each Party shall be responsible for its own attorneys' fees and costs.

Section 30. **Land Use Approvals**. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Development Projects, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

Section 31. **Indemnity**. Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorneys' fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to roadway construction and improvements provided under this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the County, or claims, asserted by third-party property owners for damages arising from the performance of the obligations contained in this Agreement.

Section 32. **Insurance**. Notwithstanding the foregoing performance bond requirement, and without waiving such performance bond requirement, the Developer shall maintain or cause its agents and contractors to maintain insurance as set forth in "**Exhibit I**", attached hereto and incorporated herein by reference.

Section 33. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A:	Legal Description for Annexation and PUD
Exhibit B:	LAKE COUNTY PROJECT No. 21-0940A
Exhibit C:	LAKE BRIGHT-BRIGHURST CR 33 PUD
Exhibit D:	DRAINAGE MAP
Exhibit E:	ROADWAY PLAN 1,2,3,4
Exhibit F:	SIGNALIZATION PLAN
Exhibit G:	PERFORMANCE/PAYMENT BOND
Exhibit H	CONSTRUCTION BUDGET COST ESTIMATE
Exhibit I:	INSURANCE REQUIREMENTS

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

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and Developer, through its/their duly authorized representatives.

DEVELOPER

TRINITY LAND COMPANY, LLC a Florida limited liability company

By: _____
Andrew Orosz, Authorized Representative

This 11th day of August, 2025.

COUNTY

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 9th day of September, 2025.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

9/9/25

Melanie Marsh, County Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION AND PUD

PARCEL 1

O.R. BOOK 2460, PG, 269
E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OFWAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW ¼ OF NE ¼ DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW ¼ THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE ¼ OF NW ¼ AND SAID SW ¼ OF NE ¼ A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW ¼ OF NE ¼; THENCE WEST WITH THE SOUTH LINES OF SAID SW ¼ OF NE ¼ AND SAID SE ¼ OF N/W ¼ THENCE NORTH WITH THE LINE OF SAID SE ¼ OF NW ¼ A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING AND THE SOUTH 420.26 FEET OF THE EAST ½ OF THE SW ¼ OF NW ¼

PARCEL 2, LESS AND EXCEPT THE FOLLOWING:

O.R. BOOK 1349 PG, 0146
A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT—OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING—DESCRIBED CENTERLINE: FROM THE SOUTHWEST CORNER OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST ½ A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30 1 29" A DISTANCE OF 41 .91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13 8T A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861 .43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF—WAY OF STATE ROAD 33.

PARCEL 3

O.R. BOOK 1509, PAGE 1867
PARCEL A FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE

OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A". PARCEL B FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE"C"UNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4

O.R. BOOK 3370 PAGE 1207
THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 5
O.R. BOOK 4077 PAGE 2208
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°94'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF

SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

EXHIBIT B

LAKE COUNTY PROJECT No. 21-0940A

LAKE COUNTY

ENGINEERING DIVISION

CONTRACT PLANS

PROJECT LOCATION

https://maps.app.goo.gl/kt9V0r66ZxaZ8ChCA

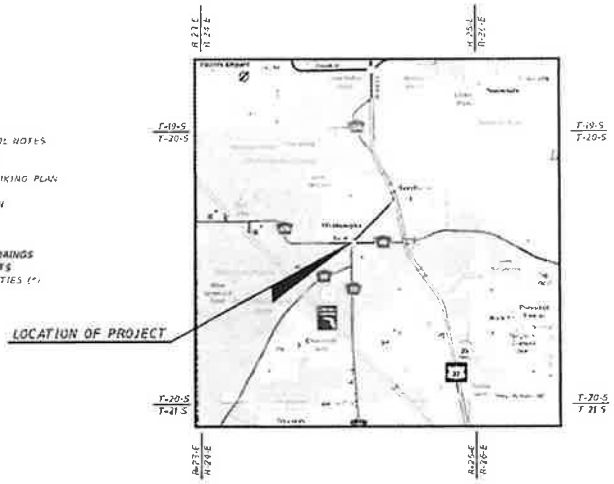
LAKE COUNTY PROJECT NO. 21-0940A

CR 470 / CR 48 AT CR 33
INTERSECTION IMPROVEMENTS

INDEX OF PLANS

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
11766 MARCO BEACH DRIVE, SUITE 1
JACKSONVILLE, FLORIDA 32224
TEL (407) 644-1998

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ENGINEER OF RECORD: RICARDO I. GONZALEZ, P.E.
P.E. NO: 66564

LAKE COUNTY PROJECT MANAGER:
GEORGE GADIEL, P.E.

CONSTRUCTION CONTRACT NO	FISCAL YEAR	SHEET NO
	25	1

THE ORIGINAL SIGNED AND SEALED HARD COPY OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED ON 5/15/25 AT 4:45 PM

EXHIBIT C

LAKE BRIGHT-BRIGHURST CR 33 PUD

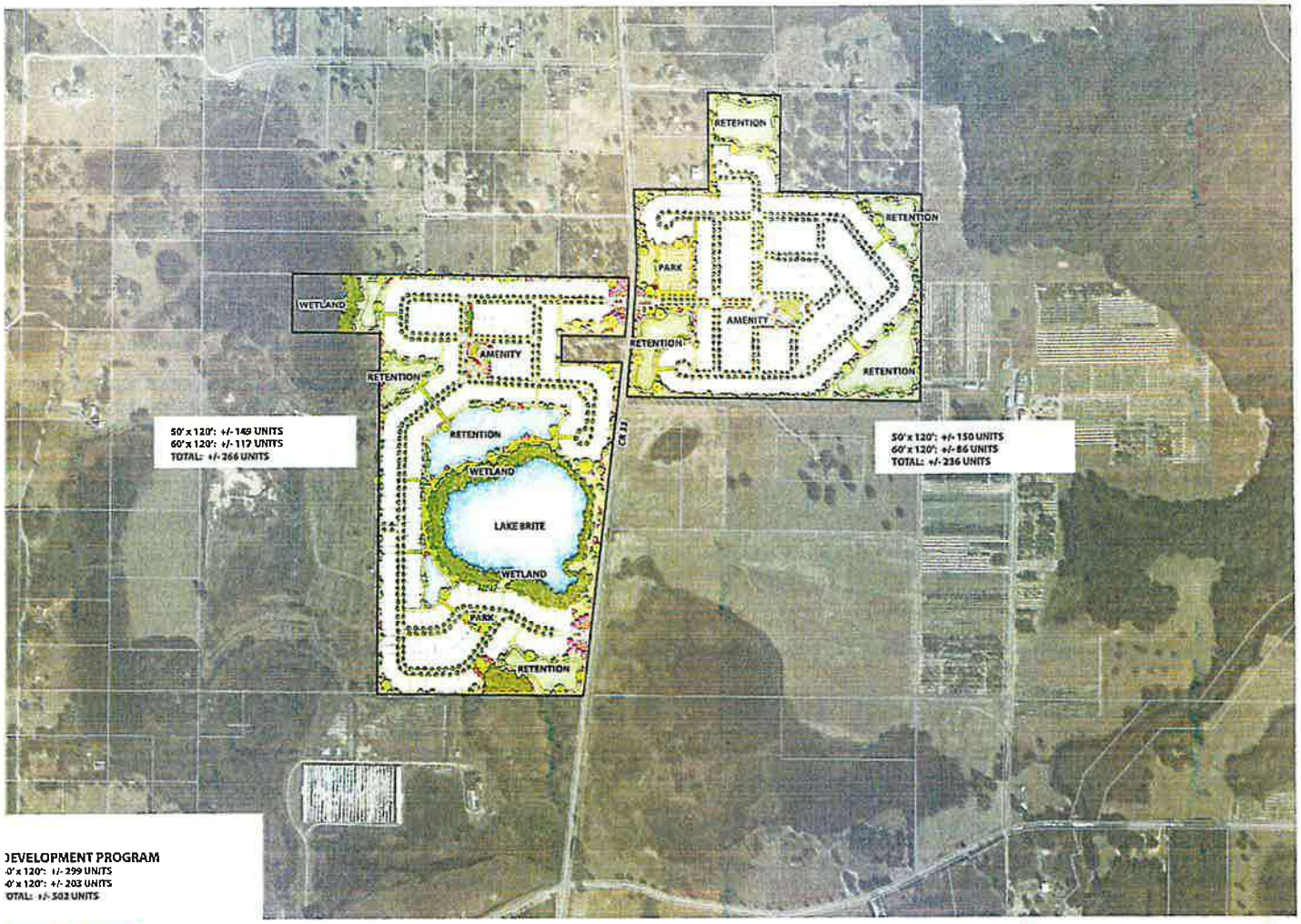


EXHIBIT D

DRAINAGE MAP

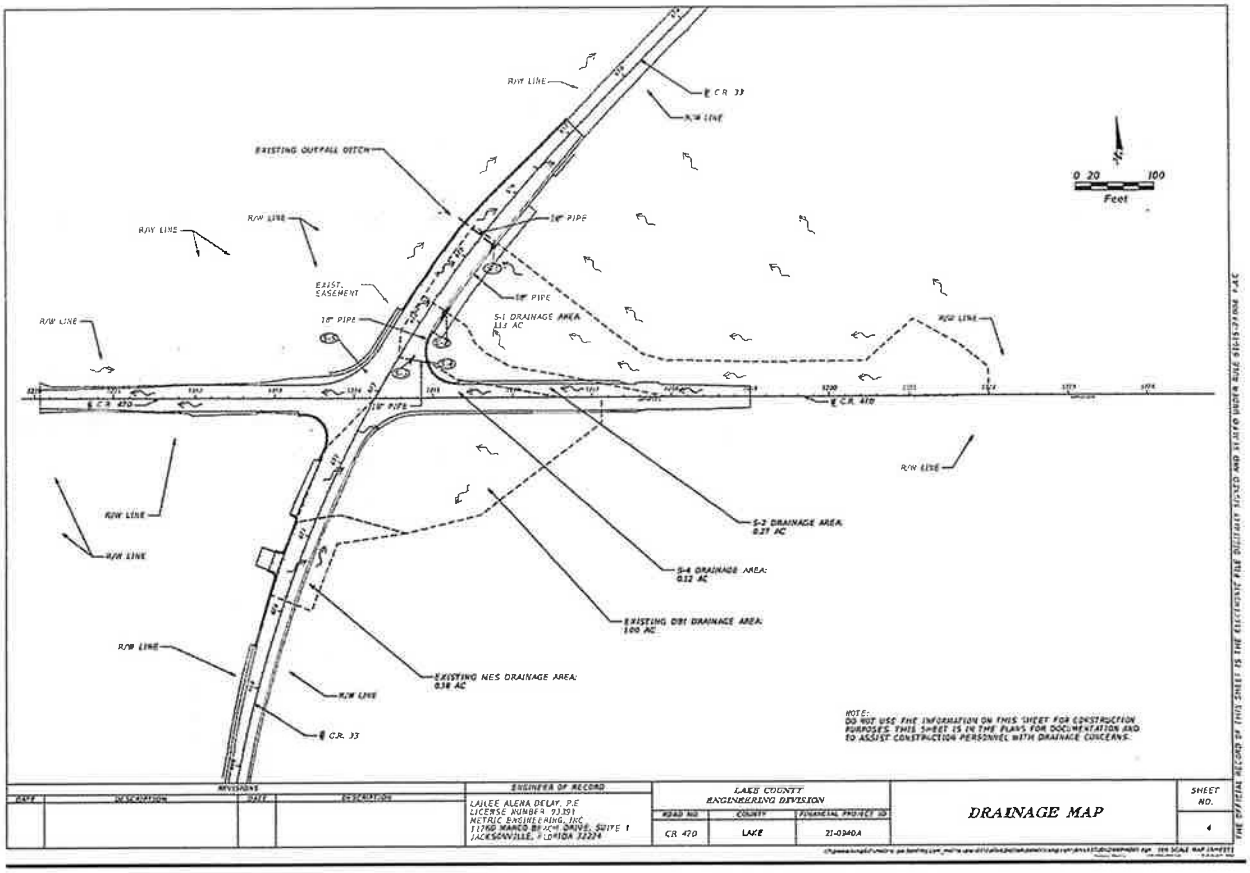


EXHIBIT E

ROADWAY PLAN 1

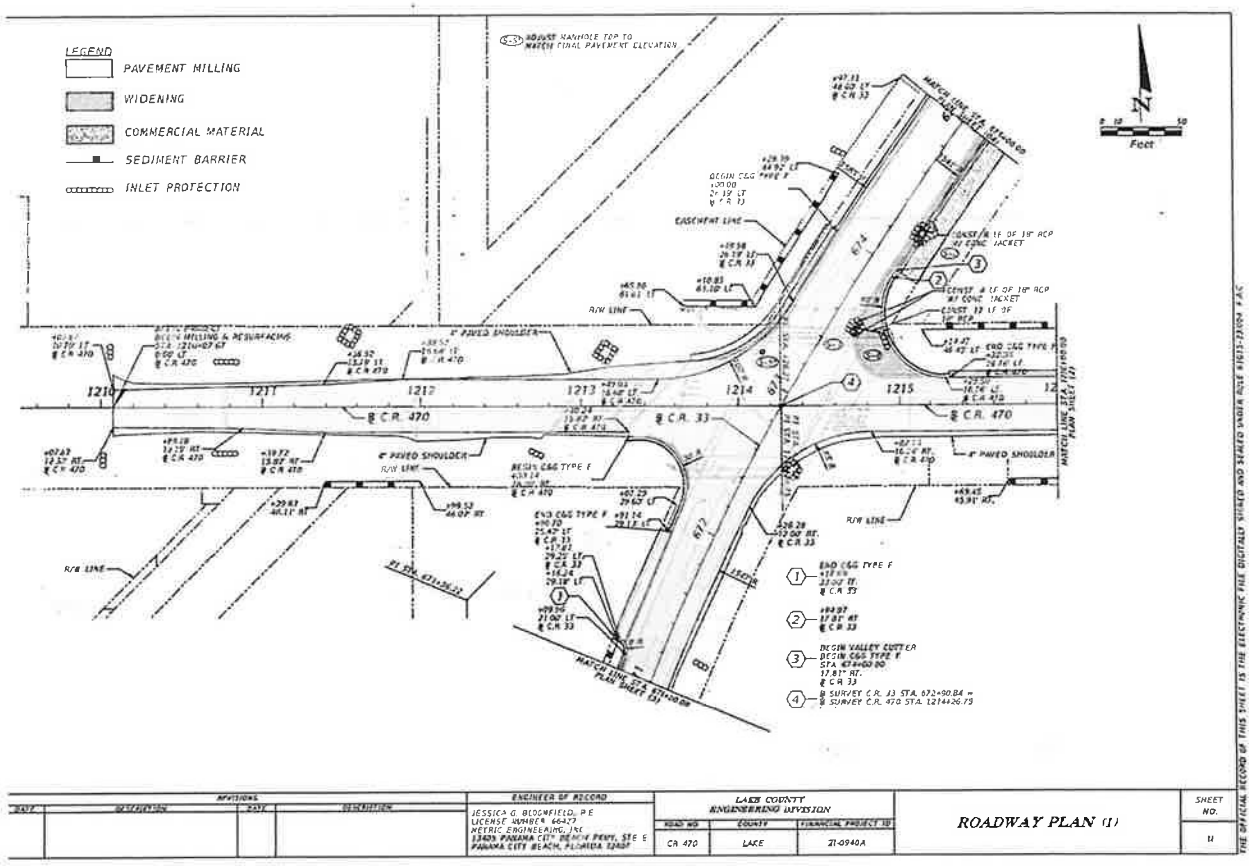


EXHIBIT E

ROADWAY PLAN 2

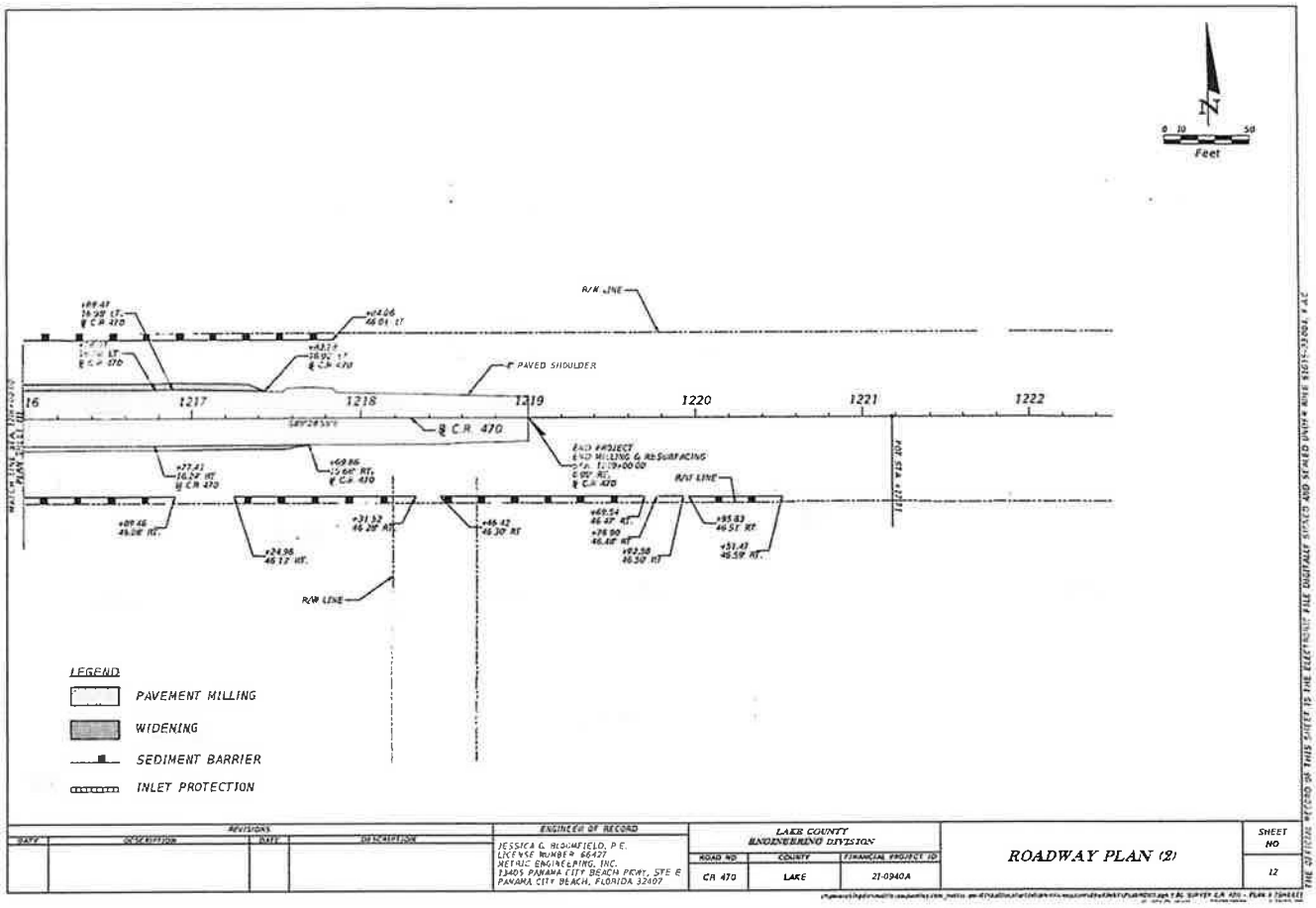


EXHIBIT E

ROADWAY PLAN 3

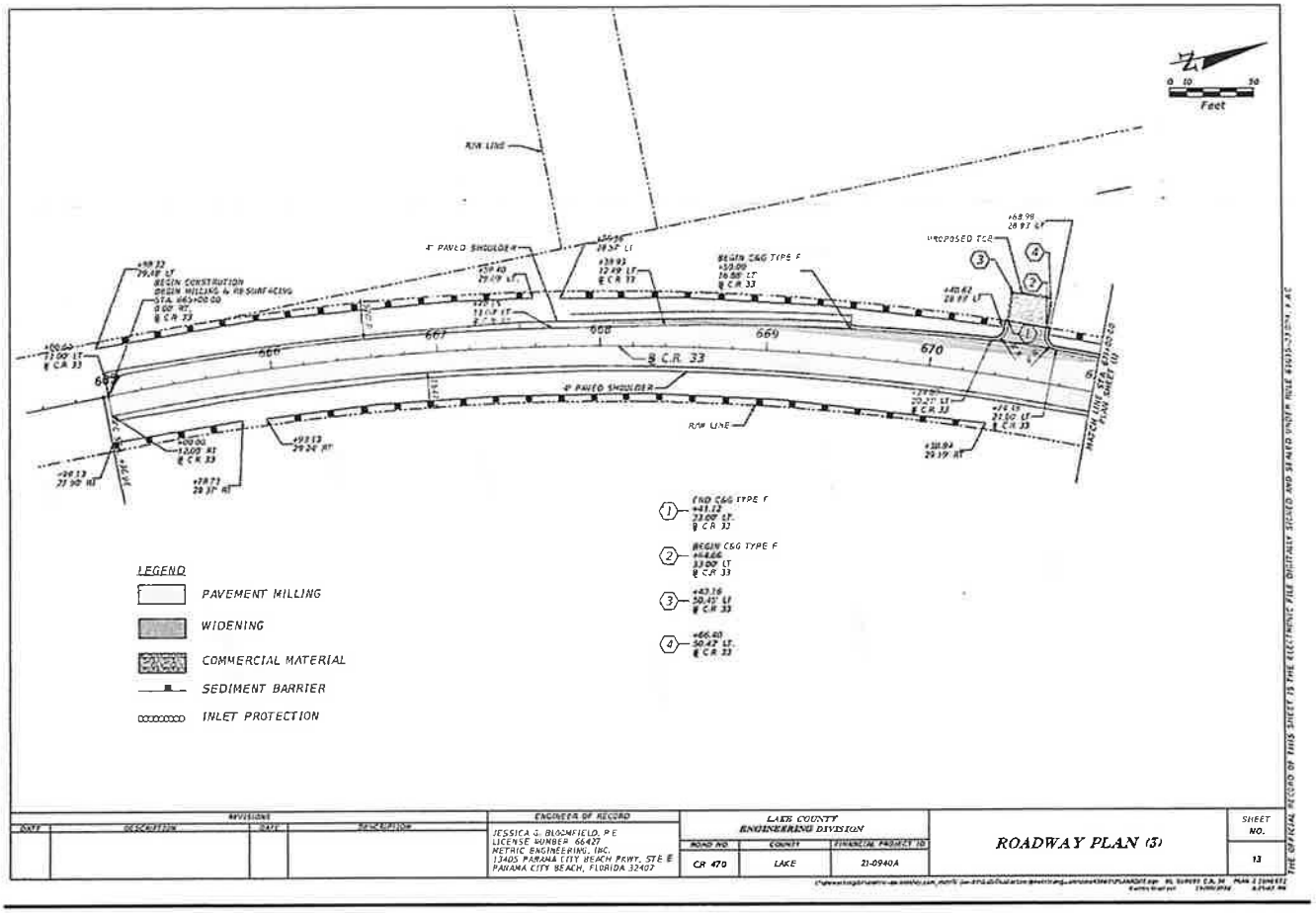


EXHIBIT E

ROADWAY PLAN 4

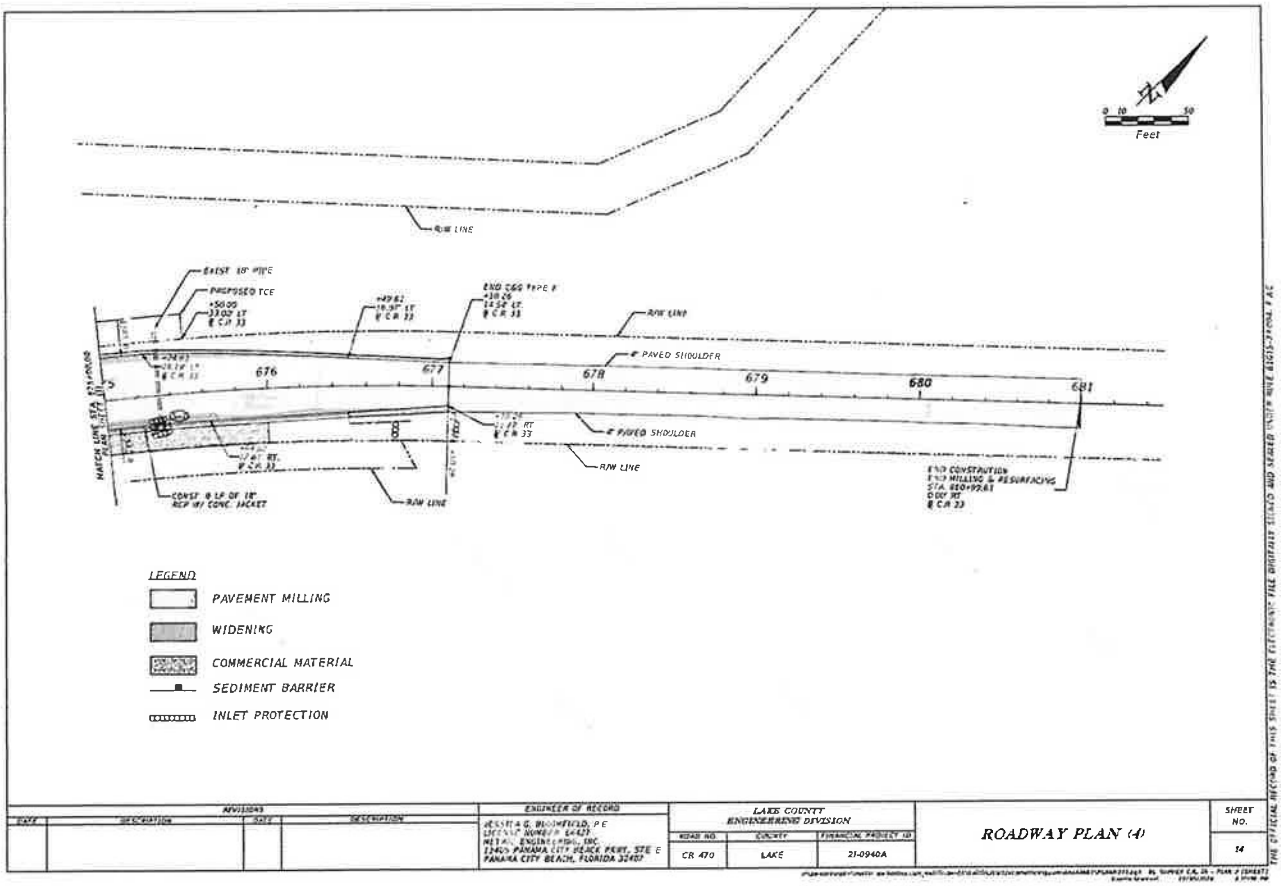


EXHIBIT F

SIGNALIZATION PLAN

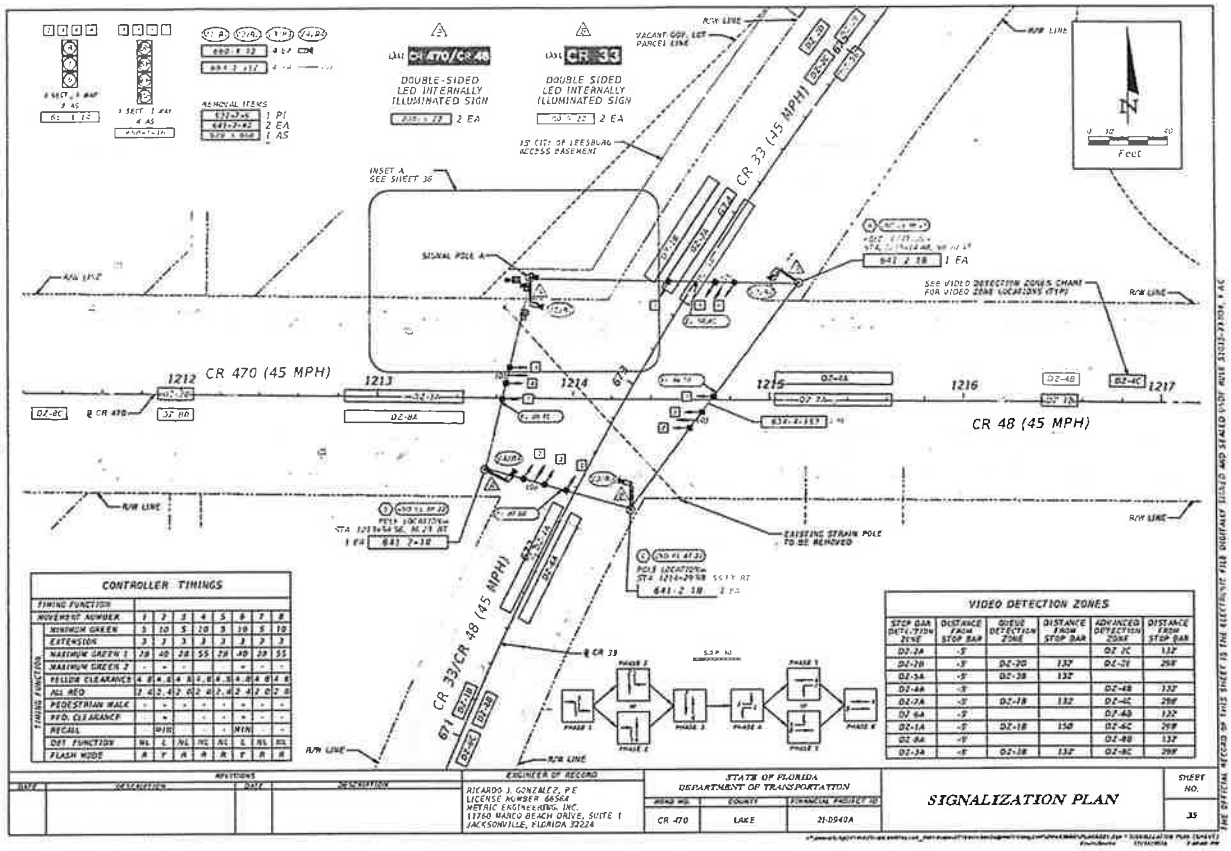


EXHIBIT G

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of☐ physical presence or☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of☐ physical presence or☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

EXHIBIT H

DRAINAGE, ROADWAY & TRAFFIC IMPROVMENTS CONSTRUCTION BUDGET COST ESTIMATE

DRAINAGE	$	65,000.00
ROADWAY	$	1,139,081.75
SIGNALIZATIUON	$	520,000.00
CONSTRUCTION ADMIN./MISC.ENGINEERING/PERMITS	$	100,000.00
	$	1,824,081.75
CONTINGENCY 10%	$	182,408.18
BUDGET TOTAL	$	2,006,489.93

CR 470/ CR 48 at CR 33 Intersection Improvements

Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
Contact: Hunter Carter
Phone: 352-399-6829
Fax: 352-399-6830

Quote To: Hanover Land
Attn: Doug Beasley
Phone: 407-432-1967
Fax:
Date: 2 6 2025

Job Name: CR-470 CR-48 @ CR-33
Date of Plans: 12/20/2024
Revision Date:

Bid # 2025-027

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Mobilization	1.00	LS	45,000.00	45,000.00
1010	Survey & Layout	1.00	LS	72,000.00	72,000.00
1020	As-Builts	1.00	LS	30,000.00	30,000.00
1030	Geo-Testing	1.00	LS	18,000.00	18,000.00
1040	Maintenance of Traffic	1.00	LS	285,000.00	285,000.00
1050	NPDES Monitoring	1.00	LS	18,000.00	18,000.00
1060	Silt Fence	4,490.00	LF	2.25	10,102.50
1070	Inlet Protection	13.00	EA	135.00	1,755.00
1090	ROW Restoration	10,795.00	SY	5.75	62,071.25
1100	Demolition	1.00	LS	7,500.00	7,500.00
1110	1.5" Milling	9,270.00	SY	7.80	72,306.00
1120	1.5" FC-9.5 Asphalt	10,010.00	SY	31.80	318,318.00
1130	2" SP-12.5	1,060.00	SY	78.00	82,680.00
1140	Full Depth Lime Rock	1,060.00	SY	37.65	39,909.00
1150	Type F Curb	670.00	LF	42.00	28,140.00
1160	Type Valley - Gutter	250.00	LF	42.00	10,500.00
1170	Striping & Signage	1.00	LS	38,400.00	38,400.00
1180	TOTAL ROADWAY	*1.00*			**1,139,681.75**
1190	Connect to Existing	6.00	EA	3,680.00	22,080.00
1200	18" RCP	70.00	LF	145.00	10,150.00
1210	Type P-5 Inlet	1.00	EA	9,685.00	9,685.00
1220	Type V Inlet	2.00	EA	7,235.00	14,470.00
1230	Type P Manhole (Adjustment and Riser)	1.00	EA	2,670.00	2,670.00
1240	Type P Manhole	1.00	EA	5,820.00	5,820.00
1250	Testing	70.00	LF	7.50	525.00
1260	TOTAL STORM				**65,400.00**
1270	Signalization Package	1.00	LS	520,000.00	520,000.00
1280	TOTAL SIGNALIZATION				**520,000.00**
GRAND TOTAL					**$1,725,081.75**

Page 1 of 2

EXHIBIT I

INSURANCE REQUIREMENTS

The contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

At time of contract, the Contractor will be required to provide a copy of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. (Note: A simple COI WILL NOT be accepted in lieu of).

Contractor shall not commence work under the Contract until County has received an acceptable certificate or certificates of insurance evidencing the required insurance and all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured, along with all required provisions to include waiver of subrogation, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

Railroad Protective Liability with bodily injury protection of Two Million dollars ($2,000,000) and property damage of Two Million dollars ($2,000,000) for any project or portion of the project which is located on Railroad property. The Railroad shall be endorsed to this policy as an additional insured.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Certificate holder shall be:

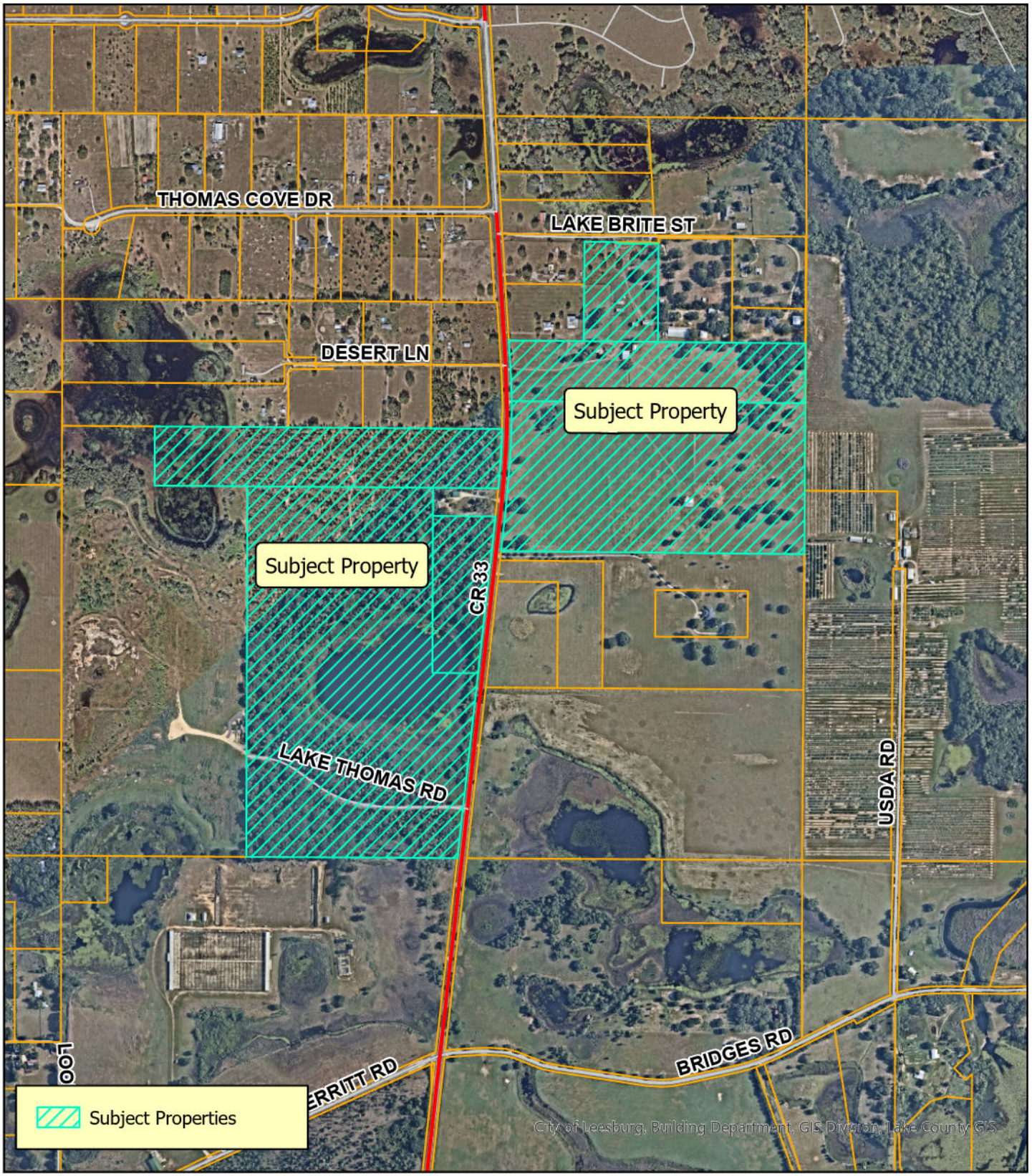
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Contractor's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Aerial



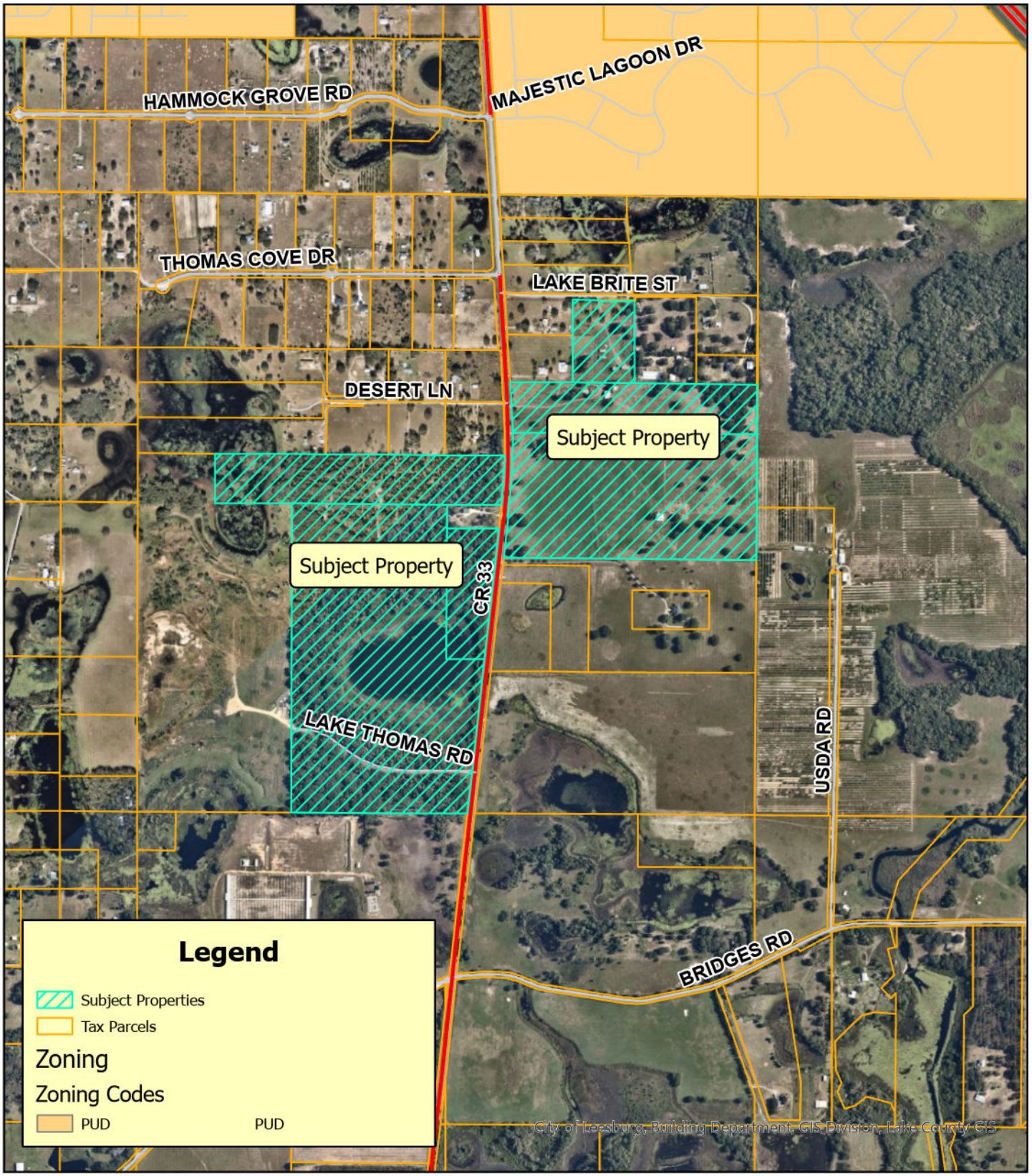
Planning & Zoning Department

N

0 425 850 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Zoning



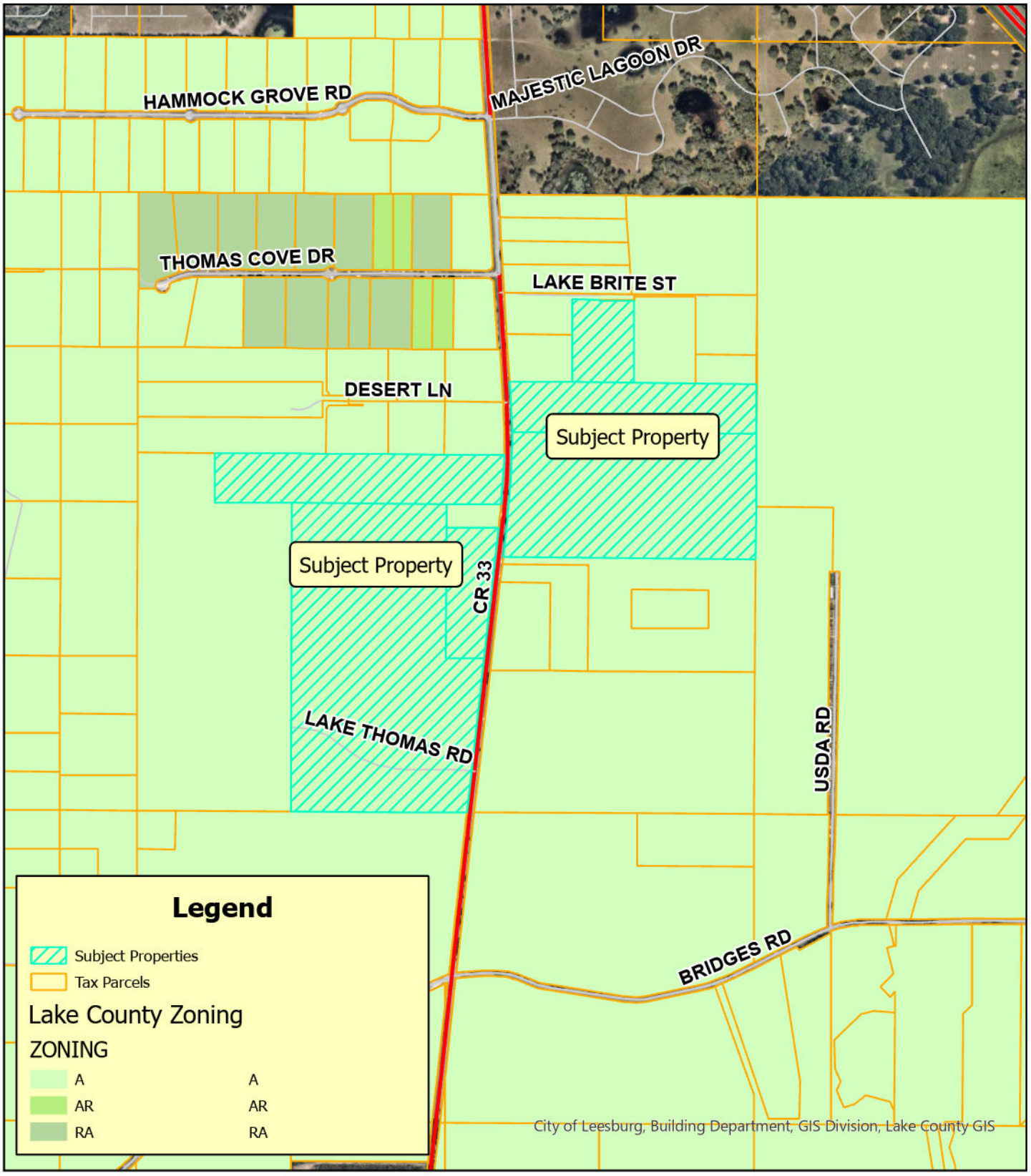
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Lake County Zoning



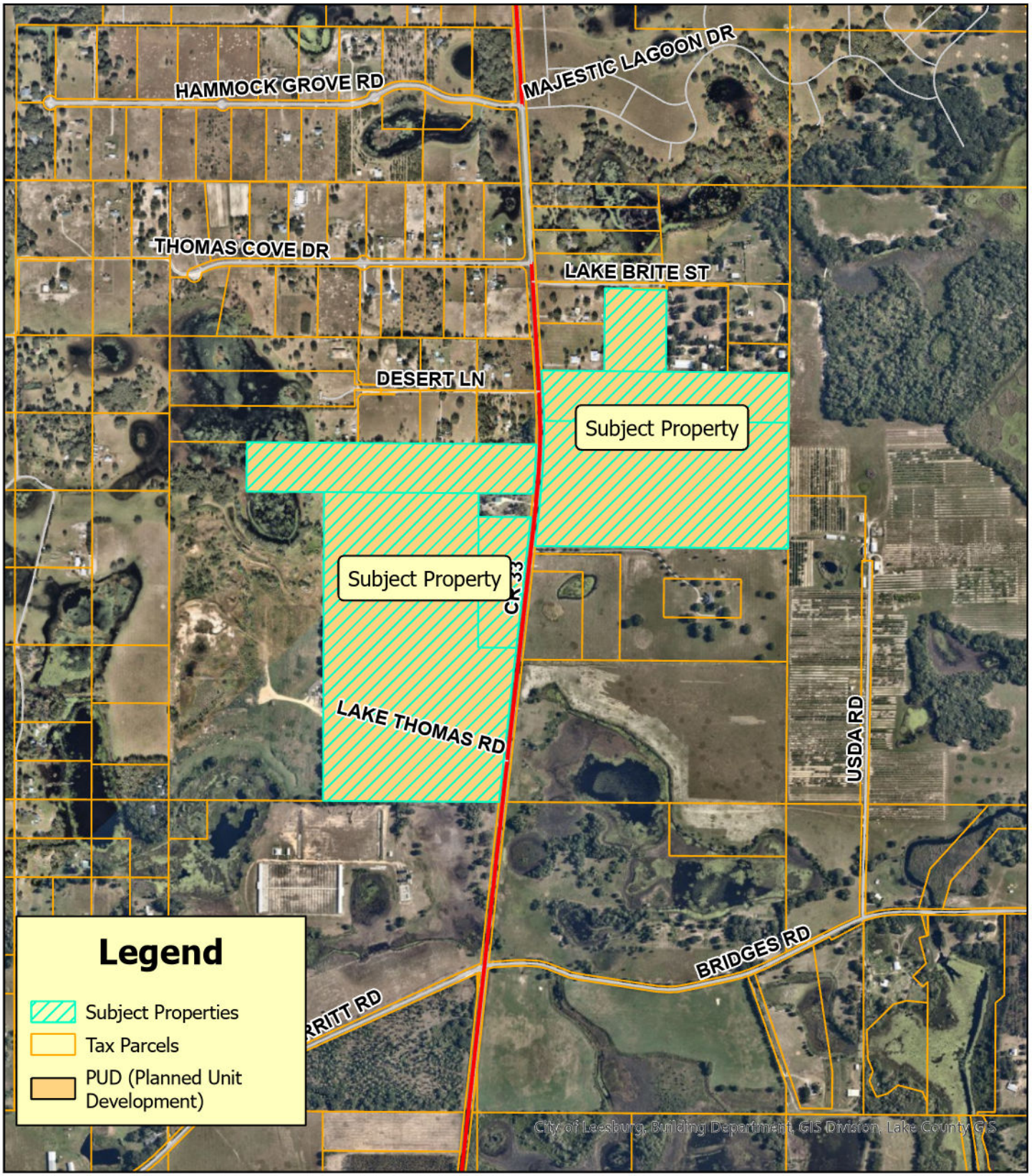
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Proposed Zoning



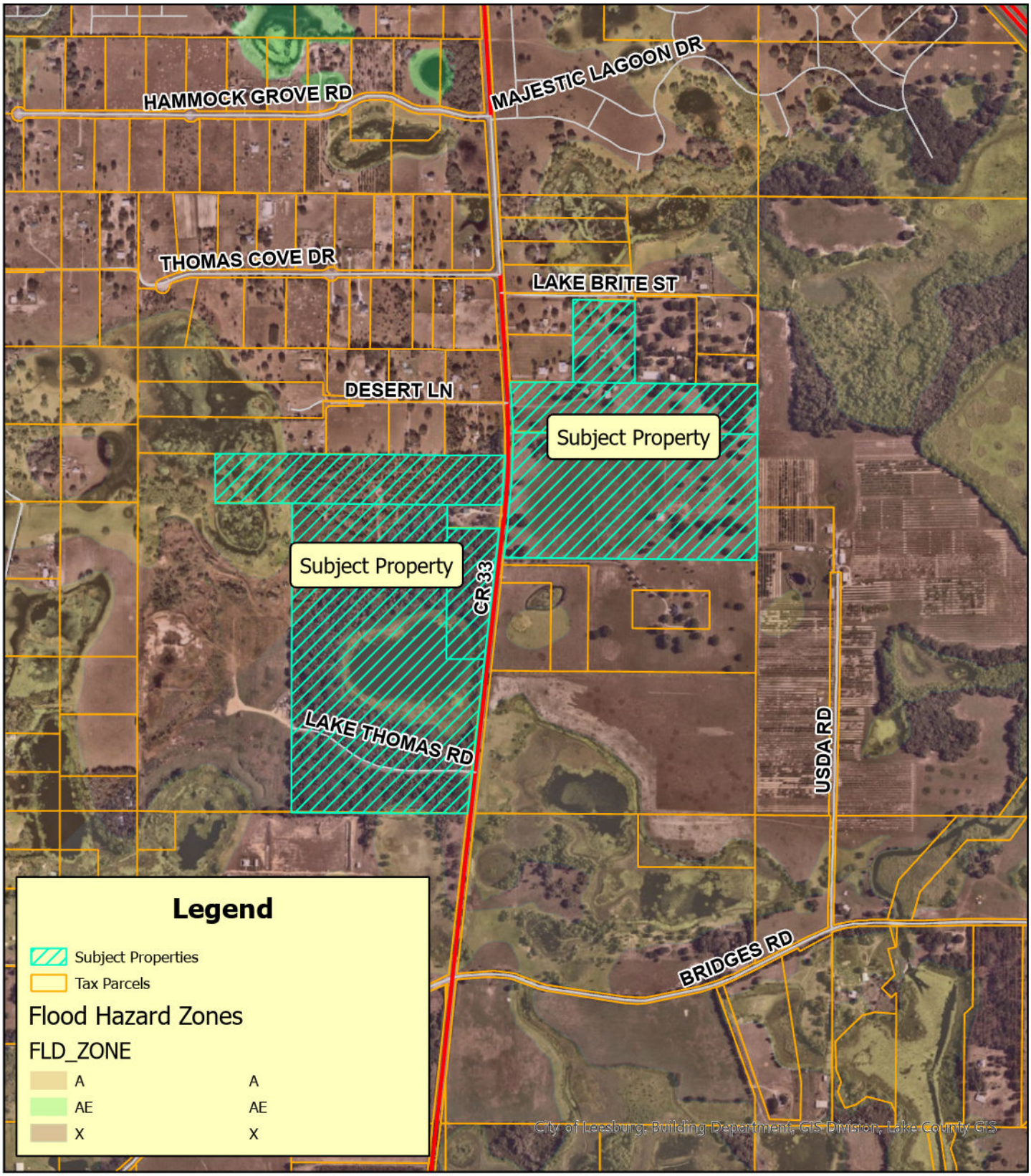
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Flood Zone



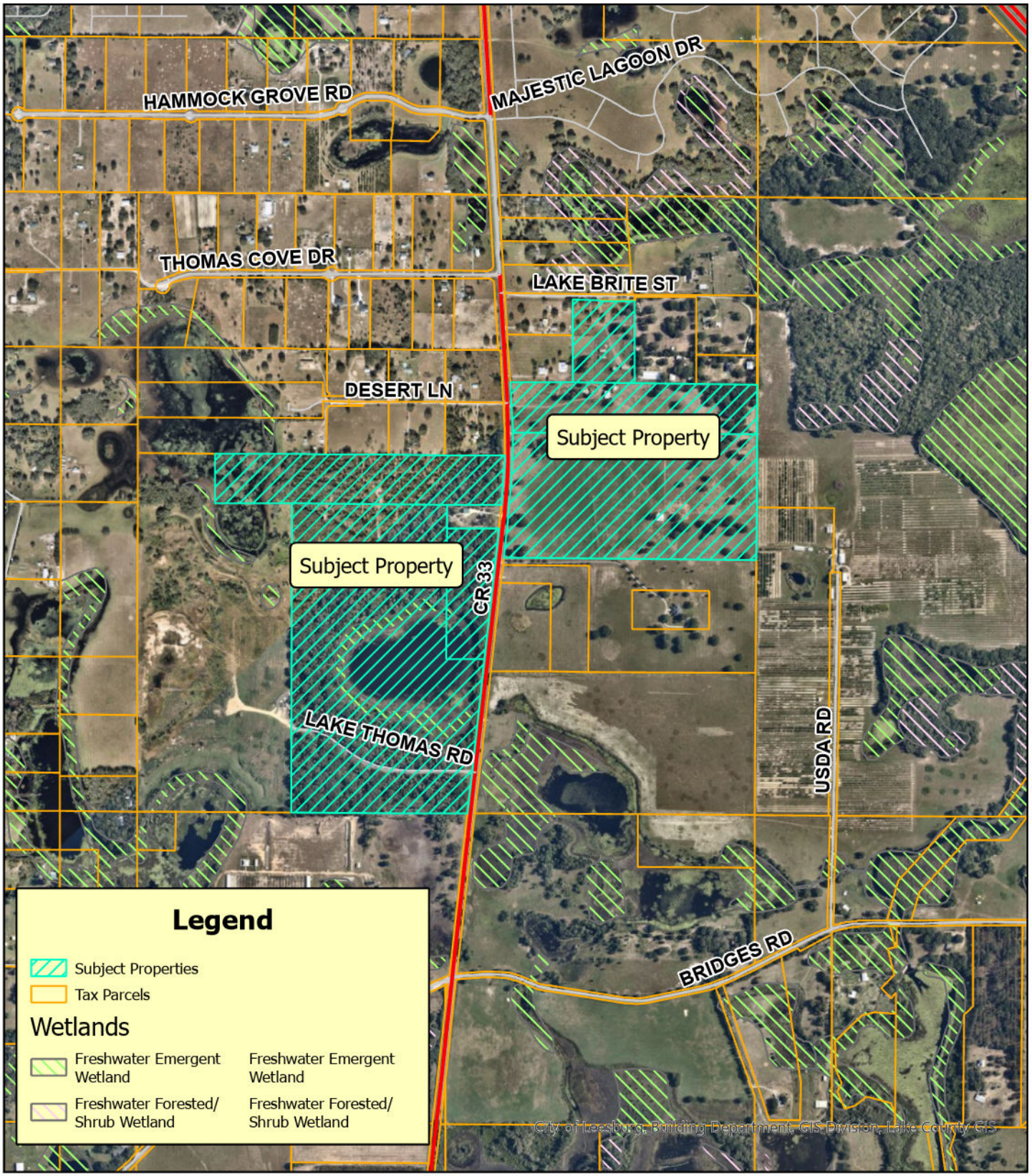
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Wetlands



Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Sign 1 - Close up of Sign on Property from CR 33.

Looking north along CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking east into the property from CR 33.

Looking south along CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking west across CR 33.

Sign 2 - Close up of Sign on Property from CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking north along CR 33.

Looking east from the property across CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking south along CR 33.

Looking west into the subject property from CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Sign 3 - Close up of Sign on Property from Lake Brite Street.

Looking north across Lake Brite Street.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking east along Lake Brite Street.

Looking south into the subject property from Lake Brite Street.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking west along Lake Brite Street.

NOTICE OF PUBLIC HEARING

REZONING

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, January 22, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # PUD-25-775) from Ben Snyder, Hanover Land Company, Petitioner, for a PUD (Planned Unit Development) rezoning as described below.

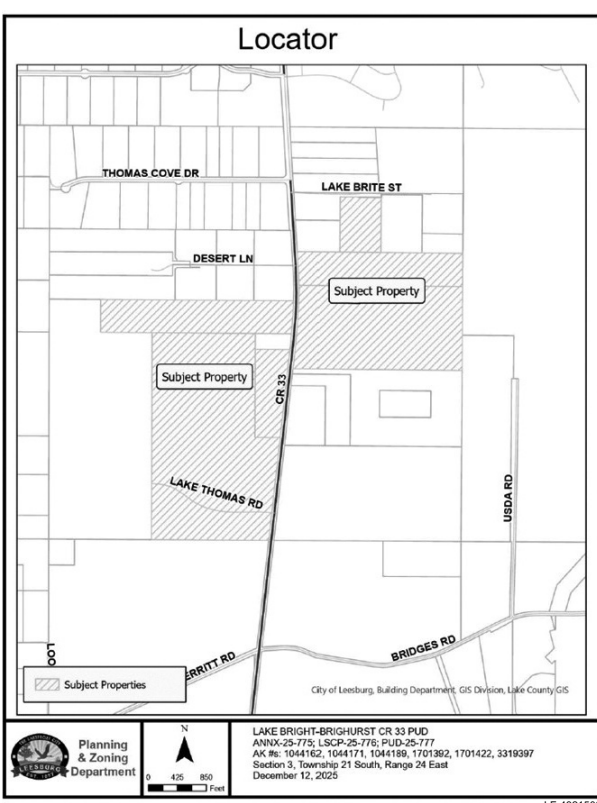
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, February 23, 2026** and the 2nd Reading is tentatively scheduled for **Monday, March 23, 2026 at 5:30 p.m.**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 202.6 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



LF-43215031

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.4.
Meeting Date:	April 13, 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.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.1.
Meeting Date:	April 13, 2026
From:	Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning)
Subject:	An Ordinance of the City of Leesburg, Florida, dissolving the Tara Oaks Community Development District pursuant to section 190.046(10), Florida Statutes; finding that the district has no outstanding financial obligations and no operating or maintenance responsibilities; providing for repeal of ordinances in conflict; providing for severability; and providing for an effective date. (Tara Oaks CDD dissolution)

Staff Recommendation:
Staff recommends approval of request to dissolve the Tara Oaks CDD.

Analysis:
Pursuant to Section 190.046(10), Florida Statutes, the Board of Supervisors of the Tara Oaks Community Development District is requesting dissolution of the District. The Board has stated that it has no outstanding bonded indebtedness or other financial obligations, no ongoing operating or maintenance responsibilities, has confirmed that it has no remaining assets requiring administration or transfer, and any de minimis assets previously held by the District have been disposed of in accordance with the Plan of Dissolution.

Procurement Analysis:
N/A

Options:
1. Approve the Ordinance to dissolve the Tara Oaks CDD as presented, or;
2. Other such action as the Commission may choose.

Fiscal Impact:
There is no anticipated fiscal impact related to this request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, DISSOLVING THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES; FINDING THAT THE DISTRICT HAS NO OUTSTANDING FINANCIAL OBLIGATIONS AND NO OPERATING OR MAINTENANCE RESPONSIBILITIES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (TARA OAKS CDD DISSOLUTION)

WHEREAS, the Tara Oaks Community Development District ("District") is a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, and established by ordinance of the City of Leesburg, Florida ("City"); and

WHEREAS, the lands comprising the Tara Oaks Community Development District are those described in Ordinance No. 21-17 of the City of Leesburg, Florida, which established the District, as may have been amended, and such description is incorporated herein by reference;

WHEREAS, Section 190.046(10), Florida Statutes, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district; and

WHEREAS, the District has adopted Resolution No. 2026-04, approving a Plan of Dissolution and authorizing dissolution of the District; and

WHEREAS, the City Commission has reviewed the Plan of Dissolution approved by Resolution No. 2026-04 (the "Plan of Dissolution"), and finds that the Plan confirms that the District has no outstanding financial obligations and no operating or maintenance responsibilities; and

WHEREAS, the City Commission hereby acknowledges, accepts, and incorporates by reference the Plan of Dissolution into the legislative record supporting this Ordinance, and finds that the Plan is consistent with Chapter 190, Florida Statutes; and

WHEREAS, the District has submitted a Petition and Consent to Dissolution to the City; and

WHEREAS, the City Commission finds that the District has represented that it has no outstanding financial obligations and no operating or maintenance responsibilities; and

WHEREAS, the City Commission finds that dissolution of the District is consistent with the requirements of Chapter 190, Florida Statutes, and serves a valid public purpose; and

WHEREAS, this Ordinance has been duly noticed, advertised, and considered at properly noticed public meetings in accordance with Section 166.041, Florida Statutes, Chapter 190, Florida Statutes, the City Charter, and all other applicable laws, including the Florida Sunshine Law.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Findings. Pursuant to Section 190.046(10), Florida Statutes, and based upon the Petition for Dissolution, Resolution No. 2026-04, and the Plan of Dissolution incorporated herein, the City Commission finds that:

1. The Tara Oaks Community Development District has petitioned the City for dissolution;
2. The District has no outstanding bonded indebtedness or other financial obligations; and
3. The District has no ongoing operating or maintenance responsibilities.
4. The District has confirmed that it has no remaining assets requiring administration or transfer, and that any de minimis assets previously held by the District have been disposed of in accordance with the Plan of Dissolution.

Section 3. Dissolution. The Tara Oaks Community Development District is hereby dissolved upon the effective date of this Ordinance.

Section 4. No Assumption of Obligations; Continuing Municipal Jurisdiction. The dissolution of the District pursuant to this Ordinance does not transfer or impose upon the City any financial, operational, or maintenance obligations of the District, as the City Commission has found that no such obligations exist. Following dissolution, the lands formerly within the District shall remain subject to the City's general governmental authority, police powers, and regulatory jurisdiction as provided by law, but nothing herein shall be construed as creating new financial or operational responsibilities for the City absent separate legislative action.

Section 5. Repeal Of Conflicting Ordinances. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

Section 6. Savings; Vested Rights; Prior Lawful Actions. Nothing in this Ordinance shall be construed to impair or invalidate any lawful right, title, interest, easement, dedication, permit, approval, contract, or other obligation lawfully created, executed, or vested prior to the effective date of this Ordinance, including but not limited to any recorded instruments affecting real property.
All lawful actions taken by the District during its existence shall remain valid and enforceable according to their terms, and the dissolution of the District shall not operate retroactively to extinguish or modify vested rights.

Section 7. Disposition Of Records; Public Records Custodian. All public records of the Tara Oaks Community Development District shall be retained and maintained in accordance with Chapter 119, Florida Statutes, and applicable records retention schedules. The City Clerk is hereby designated as the custodian of records for the former District following its dissolution.
To the extent any additional records are held by consultants or former agents of the District, such records shall be transferred to the custody of the City Clerk as required by law within a reasonable time following the effective date of this Ordinance.

Section 8. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held

invalid, the remainder shall not be affected by such invalidity.

Section 9. Effective Date. This Ordinance shall take effect immediately after its final adoption by the City of Leesburg Commission.

PASSED AND ORDAINED in the regular session of the City Commission of the City of Leesburg, Lake County, Florida, this _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PLAN OF DISSOLUTION; REQUESTING THAT THE BOARD OF CITY COMISSIONERS OF CITY OF LEESBURG, FLORIDA, ADOPT A NON-EMERGENCY ORDINANCE TO PROVIDE FOR THE DISSOLUTION OF THE DISTRICT; DIRECTING DISTRICT STAFF TO TAKE APPROPRIATE ACTION TO DISSOLVE THE DISTRICT IN ACCORDANCE WITH THE NON-EMERGENCY ORDINANCE ADOPTED BY THE BOARD OF CITY COMISSIONERS OF CITY OF LEESBURG, FLORIDA, AND THE PLAN OF DISSOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Tara Oaks Community Development District (the "**District**") was established by Ordinance No. 21-17 of the City Commission of the City of Leesburg, Florida, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District amended its boundaries through Ordinance No. 23-68 of the City Commission of the City of Leesburg, Florida, contracting the boundary to remove one parcel of land and expanding the boundary to include another parcel owned by a third party; and

WHEREAS, the contraction of the District removed all lands owned by A A Moukhtara Company, a prior landowner and Landowners in the District, which has no obligations remaining to the District; and

WHEREAS, the District is located wholly within the boundaries of the City of Leesburg, Florida (the "**City**"); and

WHEREAS, Abbington Oaks, Inc. and Tara Village, Inc. (together, the ""**Landowners**"), are the current, sole landowners of the lands within the District; an

WHEREAS, the District has received a letter from the Landowners requesting the dissolution of the District; and

WHEREAS, the District has received written consent to the dissolution of the District from the Landowners, constituting 100% of the current landowners within the District; and

WHEREAS, as an organizational matter, the District does not anticipate providing any future planned community development district services or improvements, or providing any financing for the same; and

WHEREAS, the District's Board of Supervisors (the "**Board**") determined, based upon information provided to it by Landowners, changes in and projections for market conditions, and the current economic conditions, that the planned community development services to be provided to the lands and landowners (current and future) within the boundaries of the District may be provided by and

through Landowners, a community association, a subsequently established community development district, or other means in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District; and

WHEREAS, the Board finds that it is in the best interest of the District and the current and future landowners within the District that the District be dissolved and that the planned community development services be provided by the Landowners, their successors or assigns or by other means; and

WHEREAS, the District does not presently own any real, personal, tangible or intangible property or infrastructure improvements; and

WHEREAS, the dissolution of the District will not harm or otherwise injure any interests of the landowners of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

WHEREAS, the District desires to authorize and direct the District's Chairperson and District Staff to proceed with such actions and steps as are necessary to effect such transfers; and

WHEREAS, the District has prepared a Plan of Dissolution that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts, and contracts, if any; and

WHEREAS, in anticipation of the dissolution, the District desires to enter into that certain "Dissolution Funding Agreement" dated October 27, 2025, and attached hereto as **Exhibit B** whereby the Landowners have agreed, among other things, to directly fund any costs associated with the dissolution; and

WHEREAS, the Board desires that the City adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings, and determinations contained within the recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. APPROVAL OF PLAN OF DISSOLUTION. The District hereby approves the Plan of Dissolution substantially in the form attached to this Resolution as **Exhibit A**, subject to such reasonable changes as may be necessary and decided upon by the District Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the District's filing of the petition for dissolution with the City.

SECTION 3. APPROVAL OF DISSOLUTION FUNDING AGREEMENT. The District hereby authorizes and approves the Dissolution Funding Agreement substantially in the form attached to this Resolution as **Exhibit B**, subject to such reasonable changes as may be necessary and decided upon by the District

Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the execution thereof. The Chairperson or Vice Chairperson is hereby authorized to execute and the Secretary or any Assistant Secretary is authorized to attest such Dissolution Funding Agreement.

SECTION 4. REQUEST FOR ACTION. The District hereby requests that the City adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

SECTION 5. GENERAL AUTHORIZATION. The District Manager and District Counsel are hereby directed, upon the final payment of all of the District's outstanding financial obligations in a manner consistent with the Plan of Dissolution, to take the appropriate actions to transmit this Resolution to the City. Upon the adoption of a non-emergency ordinance by the City, the District Manager, and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly dissolution of the District. The District's Chairperson, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries are hereby further directed and authorized, upon the adoption of this Resolution, to do all acts and things required of them to carry out the Plan of Dissolution to effectuate an orderly dissolution of the District, and all acts and things that may be desirable or consistent with the requirements or intent hereof. The Chairperson and Secretary are hereby further authorized to execute any and all documents necessary to effectuate an orderly dissolution of the District. The Vice Chairperson, in the absence or unavailability of the Chairperson, shall be authorized to undertake any action herein authorized to be taken by the Chairperson and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on this 13th day of October, 2025.

ATTEST:

Secretary/Assistant Secretary

TARA OAKS COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

EXHIBIT A: Plan of Dissolution
EXHIBIT B: Dissolution Funding Agreement

Exhibit A

PLAN OF DISSOLUTION FOR THE
TARA OAKS COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Tara Oaks Community Development District (the "**District**").

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the City of Leesburg, Florida (the "**City**"), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with the current, sole landowners in the District, Abbington Oaks, Inc. and Tara Village, Inc. (together, the "**Landowners**") whereby the Landowners agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City, the Landowners shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

   A. The District's agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

   B. The District's agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.

C. Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

8. NOTICE OF DISSOLUTION. District Counsel shall file a Notice of Dissolution of the Tara Oaks Community Development District in the public records of Lake County. A copy of the Ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

9. MODIFICATION OF THE PLAN OF DISSOLUTION. Prior to the effective date of any ordinance of the City dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2025-04.

10. OFFICIAL DISTRICT RECORDS. All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("**DOL**") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the City Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

11. OPERATION OF THIS PLAN OF DISSOLUTION. This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

Attachment 1

1. District Management
2. District Counsel

Exhibit B

Dissolution Funding Agreement

DISSOLUTION FUNDING AGREEMENT

This **Dissolution Funding Agreement** ("**Agreement**") is made and entered into this 27th day of October 2025, by and between:

Tara Oaks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Leesburg, Lake County, Florida (the "**District**"); and

Abbington Oaks, Inc., a Florida corporation with a mailing address of 3911 NW 26th Terrace, Gainesville, Florida 32605 ("**Abbington**"), and

Tara Village, Inc., a Florida corporation with a mailing address of 3911 NW 26th Terrace, Gainesville, Florida 32605 ("**Tara**", together with Abbington, the "**Landowner**"); and

Recitals

Whereas, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the City Commission for the City of Leesburg, and subsequently contracted and expanded by ordinance of the City Commission for the City of Leesburg; and

Whereas, the District is currently not providing, nor does it own, any infrastructure systems, facilities, and services to the lands within the District; and

Whereas, based on representations from and request of sole Landowner, the District's Board of Supervisors ("**Board**") has determined that it is in the best interests of the District that the District be dissolved; and

Whereas, subject to the final payment of all outstanding financial obligations of the District, the proposed dissolution is authorized by Section 190.046(10), *Florida Statutes*; and

Whereas, the District's Board has directed the District Manager and District Counsel, upon final payment of all outstanding financial obligations of the District, to petition the City to dissolve the District in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City, in accordance with Section 190.046(10), *Florida Statutes*, and such other actions as are necessary in furtherance of the dissolution process; and

Whereas, in order to seek a dissolution pursuant to Chapter 190, *Florida Statutes*, District Staff, including but not limited to legal and managerial staff, must provide certain services necessary to the dissolution process; and

Whereas, any such work shall only be performed as necessary to seek the dissolution of the District and in accordance with the delegated authority of pursuant to Resolution 2025-01; and

Whereas, Landowner desires to pay for any such expenditures including, but not limited to, legal and other consultant fees, filing fees, administrative, and other expenses, if any, incurred to date by the District as well as through completion of the dissolution process.

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. Above recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. **Provision of Funds.** Landowner agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal and managerial staff, to assist in the operation and dissolution process and proceedings. Landowner will pay such funds within fifteen (15) days of a written request by the respective District Staff directly to the requesting party. Landowner may be required to prepay certain fees and expenses, if the District is required to do so under any of the District's agreements with District Staff. Each of Abbington and Tara will each pay a share of the funds contemplated under this Agreement on a pro-rated basis, as follows:

Abbington Oaks, Inc.	**15.08%**
Tara Village, Inc.	**84.92%**

No prior landowners or developers of the District, or other entities, shall be required to pay any monies or costs related to the dissolution.

3. **District Use of Funds.** Any funds provided under this Agreement shall be used solely for the fees, costs, and other expenditures accruing or accrued by the District with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District in accord with Chapter 190, *Florida Statutes*. Upon final payment of all presently outstanding financial obligations of the District, the District agrees to use good faith and best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the dissolution of the District pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the dissolution of the District.

4. **Default.** A default by any of the parties under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. **Enforcement of Agreement.** In the event that any of the parties is required to enforce this Agreement by court proceedings or otherwise, the substantially prevailing party(s) shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and paralegal fees, costs for trial, alternative dispute resolution, or appellate proceedings, all as may be incurred in court, out of court, or otherwise.

6. **Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

7. Amendments; Assignment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the parties hereto. None of the parties may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any purported assignment without such written approval shall be void.

8. Notices. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to Landowners: Abbington Oaks, Inc.
3911 NW 26th Terrace,
Gainesville, Florida 32605
Attn: Sayed Moukhtara

Tara Village, Inc.
3911 NW 26th Terrace,
Gainesville, Florida 32605
Attn: Sayed Moukhtara

If to District: Tara Oaks Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: Kristen Suit

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Jere L. Earlywine

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

9. Third Party Beneficiaries. The purpose of this Agreement is to provide the necessary funding for the District, and for those third parties acting on behalf of the District ("**Third Parties**"), with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District. It is intended that this Agreement shall inure to the benefit of those parties listed in the Plan of Dissolution, attached hereto as **Exhibit A**, including but not limited to the Third Parties. Further, Landowner recognizes that the Third Parties may maintain a right or cause of action by reason hereof. All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the benefit of and

shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns. Nothing herein shall be construed to require the District to commence any cause of action on behalf of any Third Party.

10. Controlling Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any dispute arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Lake County, Florida.

11. Effective Date. The Agreement shall be effective after execution by all parties to this Agreement and shall remain in effect unless terminated in writing by all parties or until the effective dissolution of the District in accordance with the Plan of Dissolution.

12. Public Records. Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[*Signatures on next page*]

In witness whereof, the parties execute this Agreement on the day and year first written above.

ATTEST:

Secretary

TARA OAKS COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

WITNESS:

[Print Name] SILVIA MOUKHTARA MEMER

ABBINGTON OAKS, INC., a Florida corporation

By: SAYED MOUKHTARA

Its: PRESIDENT

WITNESS:

[Print Name] SILVIA MOUKHTARA MEMER

TARA VILLAGE, INC., a Florida corporation

By: SAYED MOUKHTARA

Its: PRESIDENT

EXHIBIT A: Plan of Dissolution

Exhibit A

PLAN OF DISSOLUTION FOR THE
TARA OAKS COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Tara Oaks Community Development District (the "**District**").

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the City of Leesburg, Florida (the "**City**"), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with Abbington Oaks, Inc. and Tara Village, Inc. (together, the "**Developer**") whereby the Developer agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City, the Developer shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

   A. The District's agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

   B. The District's agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the

District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.

C. Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

8. NOTICE OF DISSOLUTION. District Counsel shall file a Notice of Dissolution of the Tara Oaks Community Development District in the public records of Lake County. A copy of the Ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

9. MODIFICATION OF THE PLAN OF DISSOLUTION. Prior to the effective date of any ordinance of the City dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2025-04.

10. OFFICIAL DISTRICT RECORDS. All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("**DOL**") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the City Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

11. OPERATION OF THIS PLAN OF DISSOLUTION. This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

ORDINANCE NO. 2026 – _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, DISSOLVING THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES; FINDING THAT THE DISTRICT HAS NO OUTSTANDING FINANCIAL OBLIGATIONS AND NO OPERATING OR MAINTENANCE RESPONSIBILITIES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Tara Oaks Community Development District ("District") is a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, and established by ordinance of the City of Leesburg, Florida ("City"); and

WHEREAS, the lands comprising the Tara Oaks Community Development District are those described in Ordinance No. 21-17 of the City of Leesburg, Florida, which established the District, as may have been amended, and such description is incorporated herein by reference;

WHEREAS, Section 190.046(10), Florida Statutes, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district; and

WHEREAS, the District has adopted Resolution No. 2026-04, approving a Plan of Dissolution and authorizing dissolution of the District; and

WHEREAS, the City Commission has reviewed the Plan of Dissolution approved by Resolution No. 2026-04 (the "Plan of Dissolution"), and finds that the Plan confirms that the District has no outstanding financial obligations and no operating or maintenance responsibilities; and

WHEREAS, the City Commission hereby acknowledges, accepts, and incorporates by reference the Plan of Dissolution into the legislative record supporting this Ordinance, and finds that the Plan is consistent with Chapter 190, Florida Statutes; and

WHEREAS, the District has submitted a Petition and Consent to Dissolution to the City; and

WHEREAS, the City Commission finds that the District has represented that it has no outstanding financial obligations and no operating or maintenance responsibilities; and

WHEREAS, the City Commission finds that dissolution of the District is consistent with the requirements of Chapter 190, Florida Statutes, and serves a valid public purpose; and

WHEREAS, this Ordinance has been duly noticed, advertised, and considered at properly noticed public meetings in accordance with Section 166.041, Florida Statutes, Chapter 190, Florida Statutes, the City Charter, and all other applicable laws, including the Florida Sunshine Law.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Findings. Pursuant to Section 190.046(10), Florida Statutes, and based upon the Petition for Dissolution, Resolution No. 2026-04, and the Plan of Dissolution incorporated herein, the City Commission finds that:

i. The Tara Oaks Community Development District has petitioned the City for dissolution;
ii. The District has no outstanding bonded indebtedness or other financial obligations; and
iii. The District has no ongoing operating or maintenance responsibilities.
iv. The District has confirmed that it has no remaining assets requiring administration or transfer, and that any de minimis assets previously held by the District have been disposed of in accordance with the Plan of Dissolution.

Section 3. Dissolution. The Tara Oaks Community Development District is hereby dissolved upon the effective date of this Ordinance.

Section 4. No Assumption of Obligations; Continuing Municipal Jurisdiction. The dissolution of the District pursuant to this Ordinance does not transfer or impose upon the City any financial, operational, or maintenance obligations of the District, as the City Commission has found that no such obligations exist.

Following dissolution, the lands formerly within the District shall remain subject to the City's general governmental authority, police powers, and regulatory jurisdiction as provided by law, but nothing herein shall be construed as creating new financial or operational responsibilities for the City absent separate legislative action.

Section 5. Repeal Of Conflicting Ordinances. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

Section 6. Savings; Vested Rights; Prior Lawful Actions. Nothing in this Ordinance shall be construed to impair or invalidate any lawful right, title, interest, easement, dedication, permit, approval, contract, or other obligation lawfully created, executed, or vested prior

to the effective date of this Ordinance, including but not limited to any recorded instruments affecting real property.

All lawful actions taken by the District during its existence shall remain valid and enforceable according to their terms, and the dissolution of the District shall not operate retroactively to extinguish or modify vested rights.

Section 7. Disposition Of Records; Public Records Custodian. All public records of the Tara Oaks Community Development District shall be retained and maintained in accordance with Chapter 119, Florida Statutes, and applicable records retention schedules.

The City Clerk is hereby designated as the custodian of records for the former District following its dissolution.

To the extent any additional records are held by consultants or former agents of the District, such records shall be transferred to the custody of the City Clerk as required by law within a reasonable time following the effective date of this Ordinance.

Section 8. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

Section 9. Effective Date. This Ordinance shall take effect immediately after its final adoption by the City of Leesburg Commission.

PASSED AND ORDAINED in regular session of the City Commission of the City of Leesburg, Lake County, Florida, this ____ day of _____, 2026.

THE CITY OF LEESBURG, FLORIDA,

_____

Allyson E. Berry, Mayor

ATTEST:

_____

Andi Purvis, City Clerk

Approved as to form:

_____

William Grant Watson, City Attorney

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PLAN OF DISSOLUTION; REQUESTING THAT THE BOARD OF CITY COMISSIONERS OF CITY OF LEESBURG, FLORIDA, ADOPT A NON-EMERGENCY ORDINANCE TO PROVIDE FOR THE DISSOLUTION OF THE DISTRICT; DIRECTING DISTRICT STAFF TO TAKE APPROPRIATE ACTION TO DISSOLVE THE DISTRICT IN ACCORDANCE WITH THE NON-EMERGENCY ORDINANCE ADOPTED BY THE BOARD OF CITY COMISSIONERS OF CITY OF LEESBURG, FLORIDA, AND THE PLAN OF DISSOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Tara Oaks Community Development District (the "**District**") was established by Ordinance No. 21-17 of the City Commission of the City of Leesburg, Florida, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District amended its boundaries through Ordinance No. 23-68 of the City Commission of the City of Leesburg, Florida, contracting the boundary to remove one parcel of land and expanding the boundary to include another parcel owned by a third party; and

WHEREAS, the contraction of the District removed all lands owned by A A Moukhtara Company, a prior landowner and Landowners in the District, which has no obligations remaining to the District; and

WHEREAS, the District is located wholly within the boundaries of the City of Leesburg, Florida (the "**City**"); and

WHEREAS, Abbington Oaks, Inc. and Tara Village, Inc. (together, the ""**Landowners**"), are the current, sole landowners of the lands within the District; an

WHEREAS, the District has received a letter from the Landowners requesting the dissolution of the District; and

WHEREAS, the District has received written consent to the dissolution of the District from the Landowners, constituting 100% of the current landowners within the District; and

WHEREAS, as an organizational matter, the District does not anticipate providing any future planned community development district services or improvements, or providing any financing for the same; and

WHEREAS, the District's Board of Supervisors (the "**Board**") determined, based upon information provided to it by Landowners, changes in and projections for market conditions, and the current economic conditions, that the planned community development services to be provided to the lands and landowners (current and future) within the boundaries of the District may be provided by and

through Landowners, a community association, a subsequently established community development district, or other means in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District; and

WHEREAS, the Board finds that it is in the best interest of the District and the current and future landowners within the District that the District be dissolved and that the planned community development services be provided by the Landowners, their successors or assigns or by other means; and

WHEREAS, the District does not presently own any real, personal, tangible or intangible property or infrastructure improvements; and

WHEREAS, the dissolution of the District will not harm or otherwise injure any interests of the landowners of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

WHEREAS, the District desires to authorize and direct the District's Chairperson and District Staff to proceed with such actions and steps as are necessary to effect such transfers; and

WHEREAS, the District has prepared a Plan of Dissolution that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts, and contracts, if any; and

WHEREAS, in anticipation of the dissolution, the District desires to enter into that certain "Dissolution Funding Agreement" dated October 27, 2025, and attached hereto as **Exhibit B** whereby the Landowners have agreed, among other things, to directly fund any costs associated with the dissolution; and

WHEREAS, the Board desires that the City adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings, and determinations contained within the recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. APPROVAL OF PLAN OF DISSOLUTION. The District hereby approves the Plan of Dissolution substantially in the form attached to this Resolution as **Exhibit A**, subject to such reasonable changes as may be necessary and decided upon by the District Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the District's filing of the petition for dissolution with the City.

SECTION 3. APPROVAL OF DISSOLUTION FUNDING AGREEMENT. The District hereby authorizes and approves the Dissolution Funding Agreement substantially in the form attached to this Resolution as **Exhibit B**, subject to such reasonable changes as may be necessary and decided upon by the District

Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the execution thereof. The Chairperson or Vice Chairperson is hereby authorized to execute and the Secretary or any Assistant Secretary is authorized to attest such Dissolution Funding Agreement.

SECTION 4. REQUEST FOR ACTION. The District hereby requests that the City adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

SECTION 5. GENERAL AUTHORIZATION. The District Manager and District Counsel are hereby directed, upon the final payment of all of the District's outstanding financial obligations in a manner consistent with the Plan of Dissolution, to take the appropriate actions to transmit this Resolution to the City. Upon the adoption of a non-emergency ordinance by the City, the District Manager, and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly dissolution of the District. The District's Chairperson, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries are hereby further directed and authorized, upon the adoption of this Resolution, to do all acts and things required of them to carry out the Plan of Dissolution to effectuate an orderly dissolution of the District, and all acts and things that may be desirable or consistent with the requirements or intent hereof. The Chairperson and Secretary are hereby further authorized to execute any and all documents necessary to effectuate an orderly dissolution of the District. The Vice Chairperson, in the absence or unavailability of the Chairperson, shall be authorized to undertake any action herein authorized to be taken by the Chairperson and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on this 13th day of October, 2025.

ATTEST:

Secretary/Assistant Secretary

TARA OAKS COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

EXHIBIT A: Plan of Dissolution
EXHIBIT B: Dissolution Funding Agreement

Exhibit A

PLAN OF DISSOLUTION FOR THE
TARA OAKS COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Tara Oaks Community Development District (the "**District**").

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the City of Leesburg, Florida (the "**City**"), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with the current, sole landowners in the District, Abbington Oaks, Inc. and Tara Village, Inc. (together, the "**Landowners**") whereby the Landowners agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City, the Landowners shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

   A. The District's agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

   B. The District's agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.

C. Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

8. **NOTICE OF DISSOLUTION.** District Counsel shall file a Notice of Dissolution of the Tara Oaks Community Development District in the public records of Lake County. A copy of the Ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

9. **MODIFICATION OF THE PLAN OF DISSOLUTION.** Prior to the effective date of any ordinance of the City dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2025-04.

10. **OFFICIAL DISTRICT RECORDS.** All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("**DOL**") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the City Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

11. **OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

Attachment 1

1. District Management
2. District Counsel

Exhibit B

Dissolution Funding Agreement

DISSOLUTION FUNDING AGREEMENT

This **Dissolution Funding Agreement** ("**Agreement**") is made and entered into this 27th day of October 2025, by and between:

Tara Oaks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Leesburg, Lake County, Florida (the "**District**"); and

Abbington Oaks, Inc., a Florida corporation with a mailing address of 3911 NW 26th Terrace, Gainesville, Florida 32605 ("**Abbington**"), and

Tara Village, Inc., a Florida corporation with a mailing address of 3911 NW 26th Terrace, Gainesville, Florida 32605 ("**Tara**", together with Abbington, the "**Landowner**"); and

Recitals

Whereas, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the City Commission for the City of Leesburg, and subsequently contracted and expanded by ordinance of the City Commission for the City of Leesburg; and

Whereas, the District is currently not providing, nor does it own, any infrastructure systems, facilities, and services to the lands within the District; and

Whereas, based on representations from and request of sole Landowner, the District's Board of Supervisors ("**Board**") has determined that it is in the best interests of the District that the District be dissolved; and

Whereas, subject to the final payment of all outstanding financial obligations of the District, the proposed dissolution is authorized by Section 190.046(10), *Florida Statutes*; and

Whereas, the District's Board has directed the District Manager and District Counsel, upon final payment of all outstanding financial obligations of the District, to petition the City to dissolve the District in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City, in accordance with Section 190.046(10), *Florida Statutes*, and such other actions as are necessary in furtherance of the dissolution process; and

Whereas, in order to seek a dissolution pursuant to Chapter 190, *Florida Statutes*, District Staff, including but not limited to legal and managerial staff, must provide certain services necessary to the dissolution process; and

Whereas, any such work shall only be performed as necessary to seek the dissolution of the District and in accordance with the delegated authority of pursuant to Resolution 2025-01; and

Whereas, Landowner desires to pay for any such expenditures including, but not limited to, legal and other consultant fees, filing fees, administrative, and other expenses, if any, incurred to date by the District as well as through completion of the dissolution process.

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** Above recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. **Provision of Funds.** Landowner agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal and managerial staff, to assist in the operation and dissolution process and proceedings. Landowner will pay such funds within fifteen (15) days of a written request by the respective District Staff directly to the requesting party. Landowner may be required to prepay certain fees and expenses, if the District is required to do so under any of the District's agreements with District Staff. Each of Abbington and Tara will each pay a share of the funds contemplated under this Agreement on a pro-rated basis, as follows:

Abbington Oaks, Inc.	**15.08%**
Tara Village, Inc.	**84.92%**

No prior landowners or developers of the District, or other entities, shall be required to pay any monies or costs related to the dissolution.

3. **District Use of Funds.** Any funds provided under this Agreement shall be used solely for the fees, costs, and other expenditures accruing or accrued by the District with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District in accord with Chapter 190, *Florida Statutes*. Upon final payment of all presently outstanding financial obligations of the District, the District agrees to use good faith and best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the dissolution of the District pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the dissolution of the District.

4. **Default.** A default by any of the parties under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. **Enforcement of Agreement.** In the event that any of the parties is required to enforce this Agreement by court proceedings or otherwise, the substantially prevailing party(s) shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and paralegal fees, costs for trial, alternative dispute resolution, or appellate proceedings, all as may be incurred in court, out of court, or otherwise.

6. **Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

7. Amendments; Assignment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the parties hereto. None of the parties may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any purported assignment without such written approval shall be void.

8. Notices. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to Landowners: Abbington Oaks, Inc.
3911 NW 26th Terrace,
Gainesville, Florida 32605
Attn: Sayed Moukhtara

Tara Village, Inc.
3911 NW 26th Terrace,
Gainesville, Florida 32605
Attn: Sayed Moukhtara

If to District: Tara Oaks Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: Kristen Suit

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Jere L. Earlywine

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

9. Third Party Beneficiaries. The purpose of this Agreement is to provide the necessary funding for the District, and for those third parties acting on behalf of the District ("**Third Parties**"), with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District. It is intended that this Agreement shall inure to the benefit of those parties listed in the Plan of Dissolution, attached hereto as **Exhibit A**, including but not limited to the Third Parties. Further, Landowner recognizes that the Third Parties may maintain a right or cause of action by reason hereof. All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the benefit of and

shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns. Nothing herein shall be construed to require the District to commence any cause of action on behalf of any Third Party.

10. **Controlling Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any dispute arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Lake County, Florida.

11. **Effective Date.** The Agreement shall be effective after execution by all parties to this Agreement and shall remain in effect unless terminated in writing by all parties or until the effective dissolution of the District in accordance with the Plan of Dissolution.

12. **Public Records.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[*Signatures on next page*]

In witness whereof, the parties execute this Agreement on the day and year first written above.

ATTEST:

Secretary

TARA OAKS COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

WITNESS:

[Print Name] SILVIA MOUKHTARA MEMER

ABBINGTON OAKS, INC., a Florida corporation

By: SAYED MOUKHTARA

Its: PRESIDENT

WITNESS:

[Print Name] SILVIA MOUKHTARA MEMER

TARA VILLAGE, INC., a Florida corporation

By: SAYED MOUKHTARA

Its: PRESIDENT

EXHIBIT A: Plan of Dissolution

Exhibit A

PLAN OF DISSOLUTION FOR THE
TARA OAKS COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Tara Oaks Community Development District (the "**District**").

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the City of Leesburg, Florida (the "**City**"), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with Abbington Oaks, Inc. and Tara Village, Inc. (together, the "**Developer**") whereby the Developer agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City, the Developer shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

   A. The District's agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

   B. The District's agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the

District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.

C. Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

8. **NOTICE OF DISSOLUTION**. District Counsel shall file a Notice of Dissolution of the Tara Oaks Community Development District in the public records of Lake County. A copy of the Ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

9. **MODIFICATION OF THE PLAN OF DISSOLUTION.** Prior to the effective date of any ordinance of the City dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2025-04.

10. **OFFICIAL DISTRICT RECORDS.** All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("**DOL**") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the City Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

11. **OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

ORDINANCE NO. 23-68

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE BOUNDARIES OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED PURSUANT TO ORDINANCE 21-17; PROVIDING A SEVERABILITY CLAUSE; ADDRESSING CONFLICTS; AND PROVIDING AN EFFECTIVE DATE. (CDD REV TARA OAKS)

WHEREAS, effective May 24, 2021, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City of Leesburg, Florida ("City"), previously adopted Ordinance No. 21-17 establishing the Tara Oaks Community Development District ("District");

WHEREAS, the District has petitioned the City to adopt an ordinance amending the boundaries of the District pursuant to Chapter 190, Florida Statutes ("Boundary Amendment"); and

WHEREAS, the City, in determining whether to amend the District's boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries of the Tara Oaks Community Development District* ("Petition") are true and correct; and

WHEREAS, as set forth in the Petition, the landowners of the Contraction Parcels and the Expansion Parcels have provided their consent to the Boundary Amendment; and

WHEREAS, a public hearing has been conducted by the City on November 13, 2023, in accordance with the requirements and procedures of Section 190.046, Florida Statutes, and all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

WHEREAS, the City has considered and finds that the amendment of the District's boundaries is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District, as amended, is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District, as amended, is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District, as amended, is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance amending the boundaries of the District.

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

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2022).

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT, AS AMENDED. The external boundaries of the District, as amended, are described in **Exhibit A** attached hereto, the overall parcel containing 198.88 acres of land.

SECTION 4: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 5. CONFLICTING ORDINANCES. Except to the extent expressly stated herein, Ordinance No. 21-17 remains in full force and effect. All other ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 6: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 27th day of November 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

A PORTION OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, A PORTION OF THE NORTH 1/2 OF S.E. 1/4 AND THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 17 TOWNSHIP 19 SOUTH, RANGE 24 EAST AND THE NORTH 1/2 OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.E. CORNER OF SAID SECTION 20, THENCE ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, S.00°44'07"W., A DISTANCE OF 1329.94 FEET TO THE S.E. CORNER OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20, N.89°20'54"W., A DISTANCE OF 2642.64 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, N.00°53'26"E., A DISTANCE OF 1330.25 FEET TO THE N.W. CORNER OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, S.89°20'30"E., A DISTANCE OF 1649.39 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF AFOREMENTIONED SECTION 17; THENCE DEPARTING THE NORTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, ALONG THE WEST BOUNDARY OF THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 17, N.00°48'11"E., A DISTANCE OF 1318.73 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17, N.89°13'19"W., A DISTANCE OF 1647.04 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.00°51'51"E., A DISTANCE OF 1297.18 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°06'07"E., A DISTANCE OF 2166.76 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.00°45'17"W., A DISTANCE OF 441.33 FEET; THENCE S.89°06'07"E., A DISTANCE OF 456.33 FEET TO A POINT ON THE WEST BOUNDARY OF THE S.W. 1/4 OF AFOREMENTIONED SECTION 16; THENCE ALONG SAID WEST BOUNDARY S.00°45'16"W., A DISTANCE OF 192.09 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°40'04"E., A DISTANCE OF 657.69 FEET; THENCE S.00°45'25"W., A DISTANCE OF 330.37 FEET; THENCE S.89°33'48"E., A DISTANCE OF 634.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 468 (BEING A SIXTY SIX FOOT RIGHT OF WAY); THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.00°51'28"W., A DISTANCE OF 331.60 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE ALONG SAID SOUTH BOUNDARY, N.89°27'05"W., A DISTANCE OF 1291.07 FEET TO THE S.W. CORNER OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE AFOREMENTIONED WEST BOUNDARY OF THE S.W. 1/4 OF SECTION 16, S.00°45'17"W., A DISTANCE OF 1316.66 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 198.88 ACRES, MORE OR LESS.

NOTES:

1. DATE OF SKETCH: APRIL 11, 2023.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE NORTH BOUNDARY OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING S.89°20'30"E.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

***NOTE* – THIS IS NOT A SURVEY!**

SHEET 1 OF 2

ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND UNLESS OTHERWISE NOTED

- ℄ = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF LAKE COUNTY
- C.B. = CHORD BEARING
- –/– = BROKEN LINE, NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/24/2023
SIGNATURE DATE

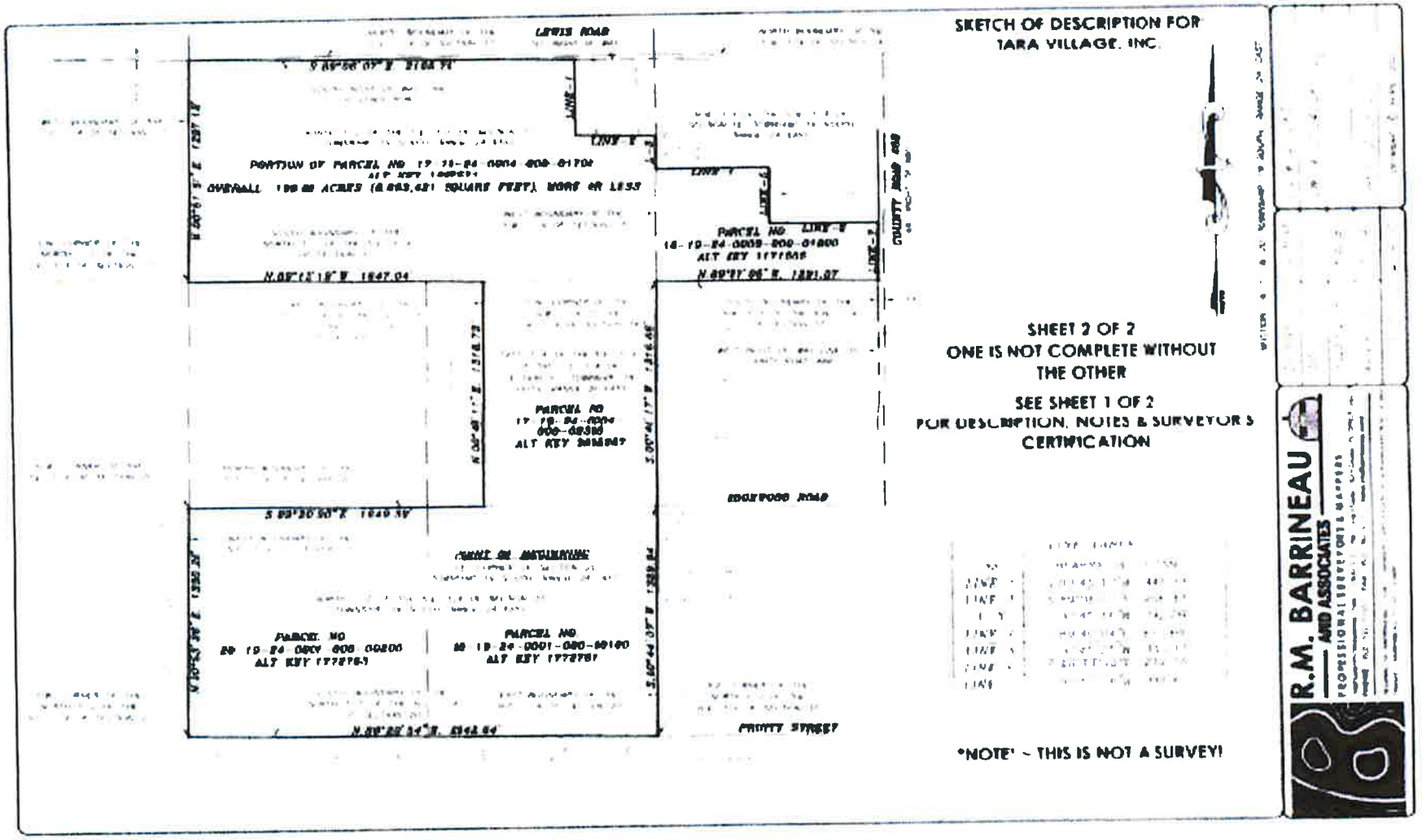
TRAVIS P. BARRINEAU, P.S.M. – LS 6297
OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Certificate of Authorization No. LB 6297
PHONE: (352) 422-5133 • FAX: (352) 365-3171 • www.rmbarrineau.com

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK 000
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 600'		COPYRIGHT © APRIL, 2023


LEWIS ROAD
PARCEL NO
ALT KEY
PARCEL NO
ALT KEY
PARCEL NO
ALT KEY
PARCEL NO
ALT KEY
EDGEWOOD ROAD
PRUITT STREET
SKETCH OF DESCRIPTION FOR
TARA VILLAGE, INC.
SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT
THE OTHER
SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S
CERTIFICATION
NOTE - THIS IS NOT A SURVEY!
R.M. BARRINEAU
AND ASSOCIATES

ORDINANCE NO. 21-17

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (TARA OAKS CDD-1)

WHEREAS, Sayed Moukhtara (the "Petitioner") has petitioned the City Commission for the City of Leesburg, Florida, (the "City") to adopt an ordinance establishing the boundaries of the Tara Oaks Community Development District (the "District") pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

WHEREAS, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to establish the Tara Oaks Community Development District ("the Petition") are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of exiting local and regional community development services and facilities; and

WHEREAS, the city has considered and finds that the area that will be served by the District is amenable to separate special –district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District.

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

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2020).

SECTION 2: DISTRICT NAME. There is hereby created a community Development district situated entirely within incorporated Leesburg, Florida, which District shall be known as the

"Tara Oaks Community Development District."

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in Exhibit A attached hereto, the overall parcel containing 194.15 acres of land, more or less.

SECTION 4: FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statues (2020) as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statues, as created by general law. The District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems facilities for (a) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), Florida Statutes. The District shall not provide utility service (water, wastewater reuse, electricity, cable television, telephone or other telecommunications, dial up or broadband internet, solid waste collection and disposal, or any other utility service.

SECTION 5: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the Districts Board of Supervisors are:

Name: Sylvia Moukhtara Nemer
Address: 7717 NW 20th Lane
Gainesville, Florida 32605

Name: Chris Gumer
Address: 1135 NW 23rd Ave. Suite G
Gainesville, Florida 32609

Name: Chris Potts
Address: 3530 NW 43rd Street
Gainesville, Florida 32606

Name: Michel Moukhtara
Address: 1035 SE Lake Lane
Gainesville, Florida 32656

Name: Clifton Fischer
Address: 5504 Haines Road N.
St. Petersburg, Florida 33714

All of the above listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 6: NOTICE TO PURCHASERS. Any and all agreements for the sale of property within the boundaries of the district must include the disclosure statement required in

Section 190.048, Florida Statues (2020) or any successor provision thereto. This requi8rement shall apply not only to the initial sale of a parcel, but also to all subsequent sellers, successors and assigns, for the life of the District.

SECTION 7: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 24th day of May 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

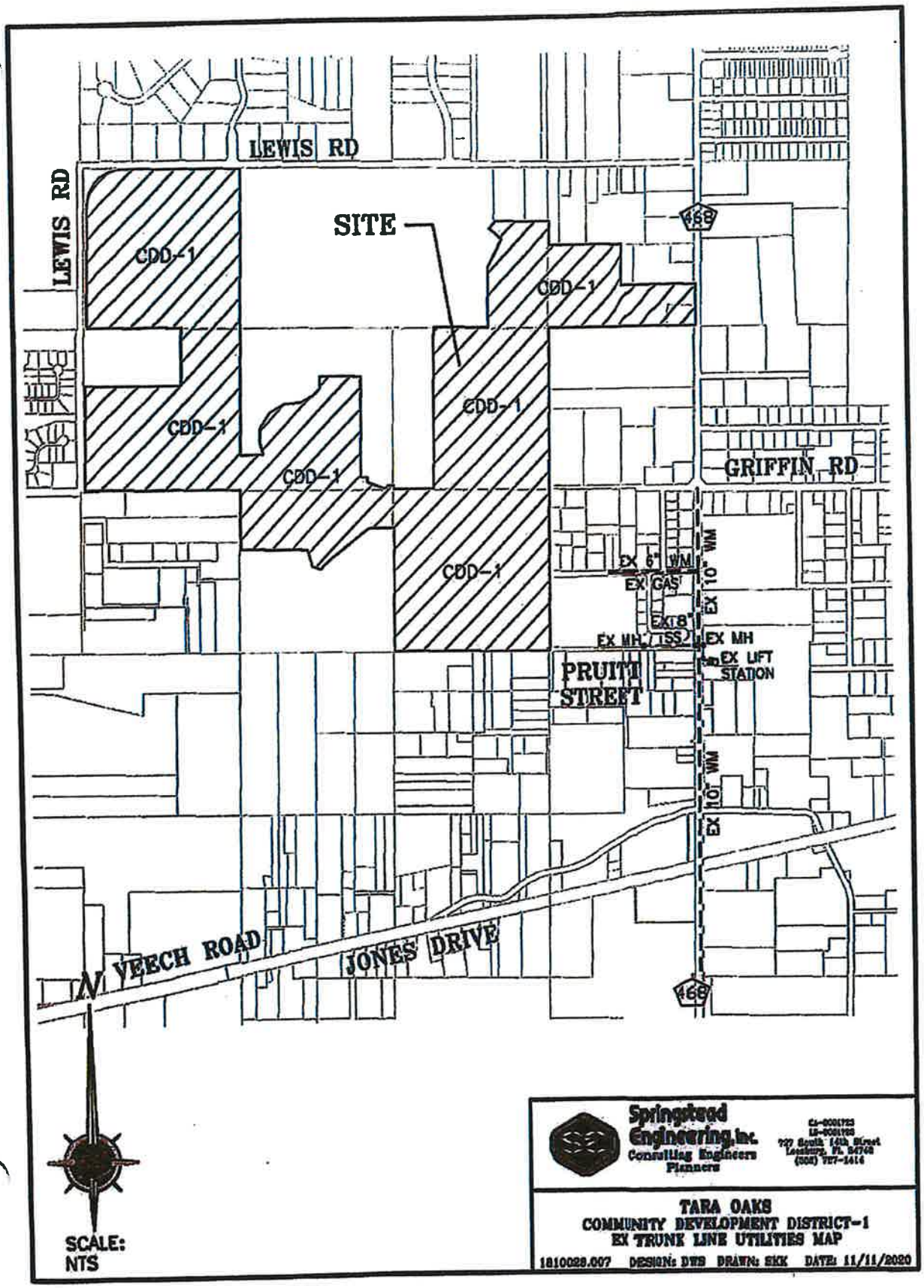
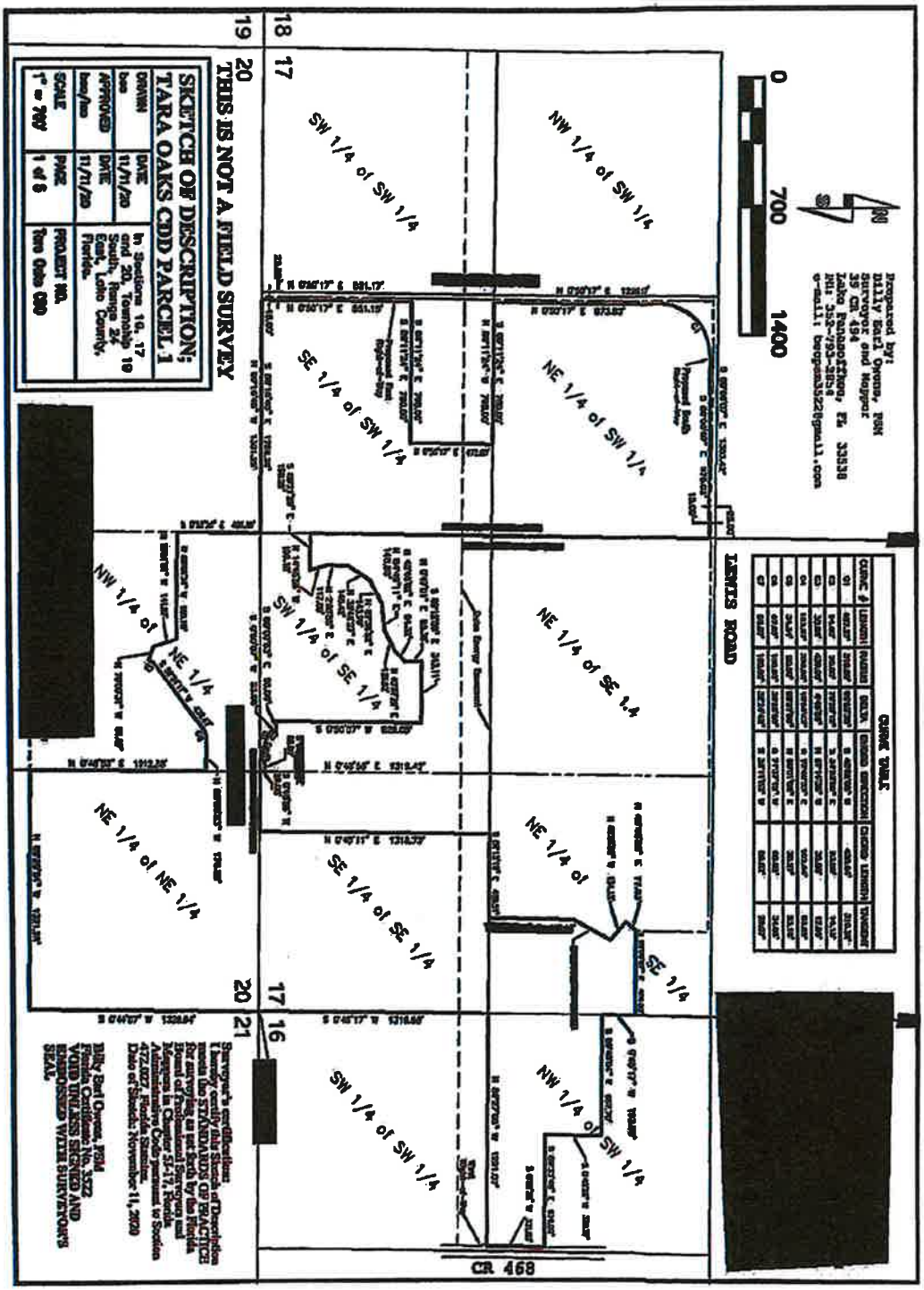

LEWIS RD
LEWIS RD
SITE
CDD-1
CDD-1
CDD-1
CDD-1
CDD-1
CDD-1
GRIFFIN RD
EX 6" WM
EX GAS
EX 10" WM
EX 8"
EX MH / TSS
EX MH
EX LIFT STATION
PRUITT STREET
EX 10" WM
N
VEECH ROAD
JONES DRIVE
SCALE:
NTS
Springstead Engineering, Inc.
Consulting Engineers
Planners
CA-0001723
LB-0001723
727 South 14th Street
Leesburg, FL 34748
(352) 787-1414
TARA OAKS
COMMUNITY DEVELOPMENT DISTRICT-1
EX TRUNK LINE UTILITIES MAP
1810028.007 DESIGN: DWB DRAWN: SKK DATE: 11/11/2020

EXHIBIT A


SKETCH OF DESCRIPTION;
TARA OAKS CDD PARCEL 1
THIS IS NOT A FIELD SURVEY
TAMIS ROAD
CR 468
NW 1/4 of SW 1/4
SW 1/4 of SW 1/4
NE 1/4 of SW 1/4
SE 1/4 of SW 1/4
NE 1/4 of SE 1/4
SW 1/4 of SE 1/4
NW 1/4 of NE 1/4
NE 1/4 of NE 1/4
SE 1/4 of SE 1/4
SW 1/4 of SW 1/4
NW 1/4 of SW 1/4
SE 1/4

TARA OAKS PARCEL 1 CDD DESCRIPTION

In Sections 16, 17 and 20, Township 19 South, Range 24 East, Lake County, Florida
November 11, 2020

That part of Sections 16, 17 and 20, Township 19 South, Range 24 East, Lake County, Florida, described as follows; Begin at the northeast corner of said Section 20 and run S 00°44'07" W, along the east boundary of the Northeast ¼ of the Northeast ¼ of said Section 20, a distance of 1329.94 feet, to the southeast corner of said Northeast ¼ of the Northeast ¼; thence N 89°20'54" W, along the south boundary of said Northeast ¼ of the Northeast ¼, a distance of 1321.28 feet, to the southwest corner of said Northeast ¼ of the Northeast ¼; thence N 00°48'53" E, along the west boundary of said Northeast ¼ of the Northeast ¼, a distance of 1012.38 feet; thence leaving said west boundary, run N 89°09'53" W, a distance of 176.59 feet, to the Point of Curvature of a curve concave southerly and having a radius of 100.00 feet; thence westerly, along the arc of said curve, through a central angle of 38°25'50", a distance of 67.07 feet, to the Point of Tangency; thence S 52°24'17" W, a distance of 438.47 feet, to the Point of Curvature of a curve concave southeasterly and having a radius of 100.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 32°24'48", a distance of 56.57 feet, to the Point of Tangency; thence N 70°00'31" W, a distance of 81.87 feet; thence N 16°51'51" W, a distance of 141.97 feet; thence N 89°06'34" W, a distance of 585.15 feet, to the west boundary of the Northwest ¼ of the Northeast ¼ of the aforesaid Section 20; thence N 00°53'26" E, along said west boundary, a distance of 490.69 feet, to the northwest corner of the Northwest ¼ of the Northeast ¼ of Section 20, same being the southeast corner of the Southeast ¼ of the Southwest ¼ of the aforesaid Section 17, Township 19 South, Range 24 East; thence N 89°16'40" W, along the south boundary of said Southeast ¼ of the Southwest ¼, a distance of 1286.29 feet, to the proposed east right-of-way of LEWIS ROAD; thence N 00°50'17" E, along said proposed east right-of-way, a distance of 851.15 feet; thence leaving said east right-of-way, run S 89°11'24" E, a distance of 780.00 feet; thence N 00°50'17" E, a distance of 473.00 feet; thence N 89°11'24" W, a distance of 780.00 feet, to the aforesaid proposed east right-of-way of LEWIS ROAD; thence N 00°50'17" E, along said east right-of-way, a distance of 973.83 feet, to the Point of Curvature of a curve concave southeasterly and having a radius of 310.00 feet; thence northeasterly, along the arc of said curve, and proposed right-of-way for LEWIS ROAD, through a central angle of 90°03'36", a distance of 487.27 feet, to the Point of Tangency, said point being on the proposed south right-of-way of said LEWIS ROAD; thence S 89°06'07" E, along said proposed south right-of-way, a distance of 978.02 feet, to the east boundary of the Southwest ¼ of the aforesaid Section 17; thence S 00°53'00" W, along said east boundary, a distance of 2319.36 feet; thence leaving said east boundary, run S 89°21'29" E, a distance of 198.29 feet; thence N 14°48'59" W, a distance of 106.18 feet; thence N 02°50'55" E, a distance of 117.80 feet; thence N 33°46'27" E, a distance of 145.42 feet; thence N 61°36'52" E, a distance of 143.29 feet; thence N 84°49'11" E, a

distance of 148.86 feet; thence N 63°57'29" E, a distance of 125.92 feet; thence N 45°46'02" E, a distance of 84.32 feet; thence N 00°47'01" E, a distance of 95.38 feet; thence S 89°12'59" E, a distance of 343.11 feet; thence S 00°50'07" W, a distance of 828.05 feet; thence S 89°09'53" E, a distance of 55.00 feet; thence S 00°50'07" W, a distance of 23.05 feet, to the Point of Curvature of a curve concave northeasterly and having a radius of 20.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 70°28'12", a distance of 24.60 feet, to a Point of Reverse Curve; thence run easterly, along the arc of said reverse curve concave southwesterly and having a radius of 430.00 feet, through a central angle of 04°46'55", a distance of 35.89 feet, to a Point of Reverse Curve; thence run easterly along the arc of said reverse curve concave northerly and having a radius of 370.00 feet, through a central angle of 15°56'43", a distance of 102.97 feet, to the Point of Compound Curve; thence along the arc of said compound curve concave northerly and having a radius of 20.00 feet; thence northeasterly, along the arc of said curve, through a central angle of 98°21'59", a distance of 34.34 feet, to the Point of Tangency; thence S 89°11'04" E, a distance of 55.50 feet, to the east boundary of the Southwest ¼ of the Southeast ¼ of the aforesaid Section 17; thence S 00°48'56" W, along said east boundary, a distance of 29.05 feet, to the southeast corner of said Southwest ¼ of the Southeast ¼, same being the southwest corner of the Southeast ¼ of the Southeast ¼ of Section 17; thence S 89°20'30" E, along the south boundary of said Southeast ¼ of the Southeast ¼, a distance of 329.80 feet; thence N 00°48'11" E, a distance of 1318.73 feet, to the north boundary of said Southeast ¼ of the Southeast ¼; thence S 89°13'19" E, along said north boundary, a distance of 460.51 feet; thence N 00°46'41" E, a distance of 485.12 feet; thence N 28°14'24" E, a distance of 249.98 feet; thence N 49°56'59" W, a distance of 134.15 feet; thence N 40°46'55" E, a distance of 77.63 feet; thence S 89°06'07" E, a distance of 466.33 feet, to the east boundary of said Northeast ¼ of the Southeast ¼, of Section 17, same being the west boundary of the Northwest ¼ of the Southwest ¼ of Section 16, Township 19 South, Range 24 East; thence S 00°45'17" W, along said boundary line, a distance of 192.09 feet; thence S 89°40'04" E, a distance of 657.70 feet; thence S 00°45'25" W, a distance of 330.37 feet; thence S 89°33'48" E, a distance of 634.00 feet, to the west right-of-way of COUNTY ROAD 468; thence S 00°51'28" W, along said west right-of-way, a distance of 331.60 feet; thence leaving said west right-of-way, run N 89°27'05" W, a distance of 1291.07 feet, to the southwest corner of the Northwest ¼ of the Southwest ¼, of the aforesaid Section 16, same being the northeast corner of the Southeast ¼ of the Southeast ¼ of the aforesaid Section 17, Township 19 South, Range 24 East; thence S 00°45'17" W, along the east boundary of said Southeast ¼ of the Southeast ¼, a distance of 1316.66 feet, to the Point of Beginning and end of this description.

Area described contains 194.15 acres.

October 28, 2025

Board of Supervisors
Tara Oaks Community Development District
c/o Kristin Suit, District Manager
Wrathell, Hunt & Associates LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

Dear Board of Supervisors:

As manager, I am authorized to issue this letter on behalf of Tara Village, Inc. and Abbington Oaks, Inc. (together, "**Landowners**"). The Landowners are the majority landowners of the property located within the Tara Oaks Community Development District ("**District**"). Although the District was initially established to construct and/or acquire certain infrastructure improvements ("**Improvements**") and to operate and maintain such Improvements, the Landowners have determined that it is more advantageous for the needs of the current and future landowners within the District to finance further infrastructure improvements through conventional methods and to allow a property owners' association or other entity to operate and maintain such improvements. With this in mind, there will not be any infrastructure improvements constructed by or conveyed to the District and the District will be left without any improvements to fund, construct, acquire, operate or maintain.

Accordingly, the Landowners respectfully request that the Board of Supervisors proceed with dissolving the District; inasmuch as the dissolution of the District is in the best interest of all concerned; and furthermore, the Landowners do hereby consent to the same.

Thank you for your consideration of this request.

Sincerely,

Tara Village, Inc.
a Florida corporation

By: Sayed Moukhtara
Its: President

Abbington Oaks, Inc.
a Florida corporation

By: Sayed Moukhtara
Its: President

Consent and Joinder of Landowners to the Dissolution of the Tara Oaks Community Development District

The undersigned understand and acknowledge that the Tara Oaks Community Development District (the "**District**") intends to seek dissolution of the District in accordance with the provisions of Chapter 190.046(10), *Florida Statutes*.

As the owners, collectively, of 100% of the lands within the Tara Oaks Community Development District, the undersigned hereby consent to the dissolution of the District. The undersigned also hereby waive the right to object to the District's failure to comply with any and all requirements prescribed by Florida law, including, but not limited to, Chapters 189 and 190, *Florida Statutes*. A description of the District lands, consisting solely of those lands within the District owned by the undersigned, is more fully described in **Exhibit A** attached hereto and made a part hereof.

The undersigned acknowledge that this consent will remain in full force and effect until the dissolution of the District is final or three (3) years from the date hereof, which ever shall first occur.

The undersigned hereby represent and warrant that they have taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[CONTINUED ON NEXT PAGE]

[SIGNATURE PAGE FOR CONSENT AND JOINDER OF LANDOWNERS TO THE DISSOLUTION OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT]

Executed this 3 day of November, 2025.

Witnessed:

Print Name: Tarsis Correa

Print Name: Vinson Rafael

Tara Village, Inc.

By: Sayed Moukhtara
Its: President

STATE OF Florida
COUNTY OF Alachua

I hereby certify that on this day, before me by means of ☑ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Sayed Moukhtara as President of Tara Village, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Alachua and State of Florida this 3 day of November, 2025.

CAMRYN FIGUEROA
Notary Public
State of Florida
Comm# HH662301
Expires 12/11/2028

Camryn Figueroa
Notary Public

Personally known: Sayed Moukhtara
Produced Identification:
Type of Identification:

[SIGNATURE PAGE FOR CONSENT AND JOINDER OF LANDOWNERS TO THE DISSOLUTION OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT]

Executed this 3 day of November, 2025.

Witnessed:

Abbington Oaks, Inc.

Print Name: Tarsis Correa

By: Sayed Moukhtara
Its: President

Print Name: Vinson Rafael

STATE OF Florida
COUNTY OF Alachua

I hereby certify that on this day, before me by means of ☑ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared Sayed Moukhtara as President of Abbington Oaks, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Alachua and State of Florida this 3 day of November, 2025.

CAMRYN FIGUEROA
Notary Public
State of Florida
Comm# HH662301
Expires 12/11/2028

Camryn Figueroa
Notary Public

Personally known: Sayed Moukhtara
Produced Identification:
Type of Identification:

Exhibit A

EXHIBIT A

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

A PORTION OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, A PORTION OF THE NORTH 1/2 OF S.E. 1/4 AND THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 17 TOWNSHIP 19 SOUTH, RANGE 24 EAST AND THE NORTH 1/2 OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.E. CORNER OF SAID SECTION 20; THENCE ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, S.00°44'07"W., A DISTANCE OF 1329.94 FEET TO THE S.E. CORNER OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20, N.89°20'54"W., A DISTANCE OF 2642.64 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, N.00°53'26"E., A DISTANCE OF 1330.25 FEET TO THE N.W. CORNER OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, S.89°20'30"E., A DISTANCE OF 1649.39 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF AFOREMENTIONED SECTION 17; THENCE DEPARTING THE NORTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, ALONG THE WEST BOUNDARY OF THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 17, N.00°48'11"E., A DISTANCE OF 1318.73 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17, N.89°13'19"W., A DISTANCE OF 1647.04 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.00°51'51"E., A DISTANCE OF 1297.18 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°06'07"E., A DISTANCE OF 2166.76 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.00°45'17"W., A DISTANCE OF 441.33 FEET; THENCE S.89°06'07"E., A DISTANCE OF 456.33 FEET TO A POINT ON THE WEST BOUNDARY OF THE S.W. 1/4 OF AFOREMENTIONED SECTION 16; THENCE ALONG SAID WEST BOUNDARY S.00°45'16"W., A DISTANCE OF 192.09 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°40'04"E., A DISTANCE OF 657.69 FEET; THENCE S.00°45'25"W., A DISTANCE OF 330.37 FEET; THENCE S.89°33'48"E., A DISTANCE OF 634.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 458 (BEING A SIXTY SIX FOOT RIGHT OF WAY); THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.00°51'28"W., A DISTANCE OF 331.60 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE ALONG SAID SOUTH BOUNDARY, N.89°27'05"W., A DISTANCE OF 1291.07 FEET TO THE S.W. CORNER OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE AFOREMENTIONED WEST BOUNDARY OF THE S.W. 1/4 OF SECTION 16, S.00°45'17"W., A DISTANCE OF 1315.66 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 198.88 ACRES, MORE OR LESS.

NOTES:

1. DATE OF SKETCH: APRIL 11, 2023.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE NORTH BOUNDARY OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING S.89°20'30"E.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

"NOTE" – THIS IS NOT A SURVEY!

SHEET 1 OF 2

ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND UNLESS OTHERWISE NOTED

℄ = CENTERLINE OF RIGHT OF WAY
O.R. = OFFICIAL RECORDS OF LAKE COUNTY
C.B. = CHORD BEARING
—/— = BROKEN LINE, NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/29/2023
SIGNATURE DATE

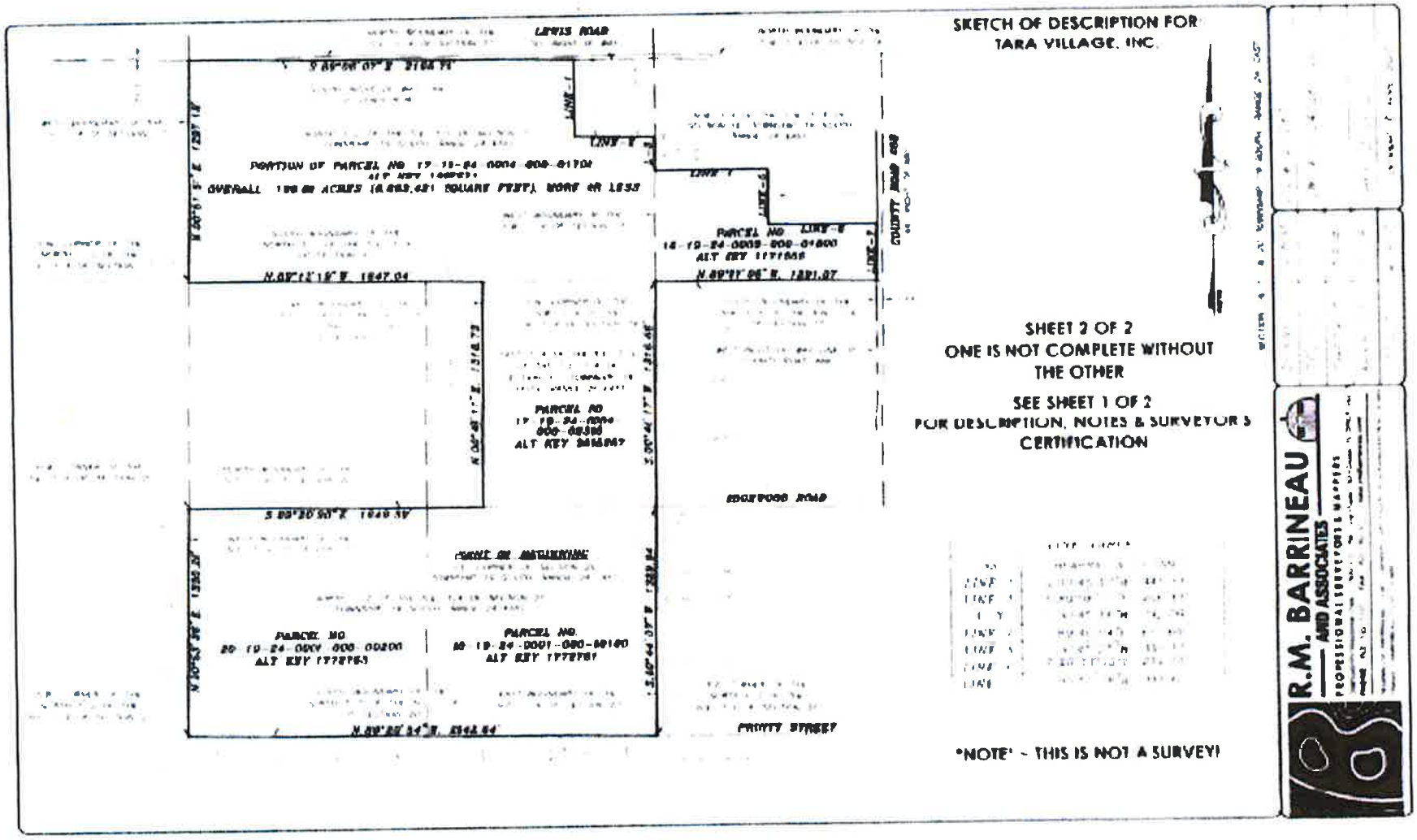
TRAVIS P. BARRINEAU, P.S.M. – LS 6297
OF R.M. BARRINEAU & ASSOCIATES, INC.

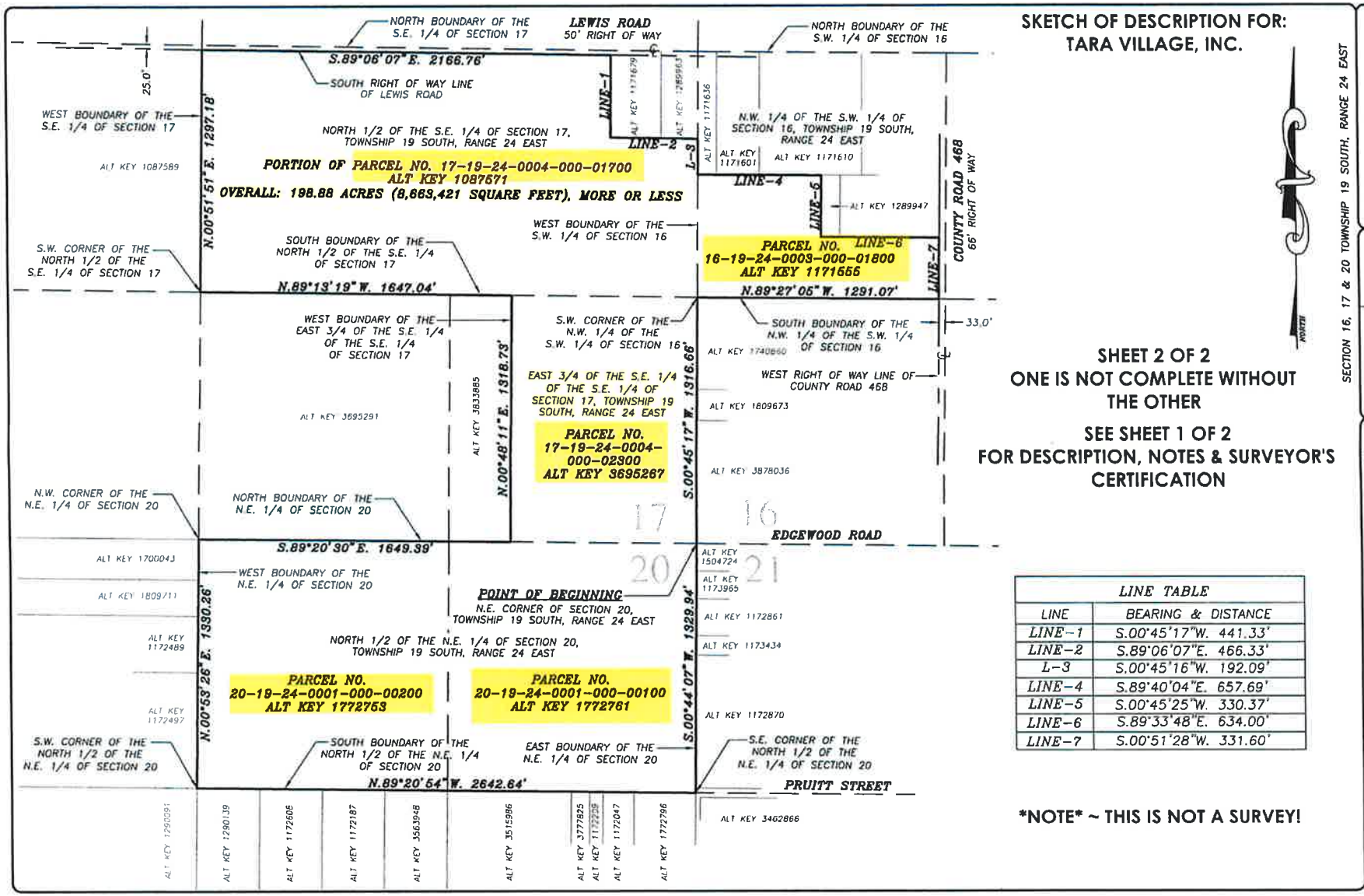
TRAVIS@RMBARRINEAU.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
PHONE: 352 ... - FAX: 352 ...
REGINALD M. BARRINEAU, P.S.M. - FLORIDA CERTIFICATE NO. ...
TRAVIS P. BARRINEAU, P.S.M. - FLORIDA CERTIFICATE NO. ...

DRAWN	S.W.M.	J.O.# 21043
REVISED		DWG.# 21043SK COD
CHECKED	T.P.B.	
APPROVED	T.P.B.	SHEET 1 OF 2
SCALE 1" = 600'		COPYRIGHT © APRIL 2023


LEWIS ROAD
PORTION OF PARCEL NO 17 19-24 0014 000-01701
ALT KEY 1440701
OVERALL 198.88 ACRES (8,663,431 SQUARE FEET), MORE OR LESS
LINE 1
LINE 2
LINE 3
LINE 4
LINE 5
LINE 6
COUNTY ROAD 668
PARCEL NO
18 19-24 0009-000-01800
ALT KEY 1777858
N.89°21'06"E. 1321.37
N.89°12'16"E. 1647.04
PARCEL NO
17 19-24 0004
000-00300
ALT KEY 3468047
S.89°20'50"E. 1649.59
EDGEWOOD ROAD
PARCEL NO
20 19-24 0001 000-00200
ALT KEY 1777751
PARCEL NO
19 19-24 0001-000-00100
ALT KEY 1777751
N.89°20'54"E. 3948.84
PRIVATE STREET
SKETCH OF DESCRIPTION FOR
TARA VILLAGE, INC.
SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT
THE OTHER
SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S
CERTIFICATION
NOTE - THIS IS NOT A SURVEY!
R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS



SKETCH OF DESCRIPTION FOR: TARA VILLAGE, INC.

SECTION 16, 17 & 20 TOWNSHIP 19 SOUTH, RANGE 24 EAST

SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SEE SHEET 1 OF 2 FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION

LINE TABLE	
LINE	BEARING & DISTANCE
LINE-1	S.00°45'17"W. 441.33'
LINE-2	S.89°06'07"E. 466.33'
L-3	S.00°45'16"W. 192.09'
LINE-4	S.89°40'04"E. 657.69'
LINE-5	S.00°45'25"W. 330.37'
LINE-6	S.89°33'48"E. 634.00'
LINE-7	S.00°51'28"W. 331.60'

***NOTE* ~ THIS IS NOT A SURVEY!**

DRAWN:	S.W.M.
REVISED:	
CHECKED:	T.P.B.
APPROVED:	T.P.B.
SCALE: 1" = 600'	
J.O.# 21043	
DWG.# 21043SK CDD	
SHEET 2 OF 2	
COPYRIGHT © APRIL, 2023	

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park • 1308 S.E. 25th Loop•Suite 103•Ocala, FLORIDA 34471
PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmBarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO LB 3091
THAMES P. BARRINEAU, P.S.M. - LS 6801

PROPERTY RECORD CARD

General Information

Name:	TARA VILLAGE INC	**Alternate Key:**	1087571
Mailing Address:	3911 NW 26TH TER GAINESVILLE, FL 32605 *Update Mailing Address*	**Parcel Number:**	17-19-24-0004-000-01700
		Millage Group and City:	0L2X Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	LEWIS RD LEESBURG FL, 34748	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	BEG AT SE COR OF NE 1/4 OF SE 1/4, RUN N 89-12-30 W 1318.37 FT TO SW COR OF NE 1/4 OF SE 1/4, N 89-12-59 W 1318.28 FT TO W LINE OF SE 1/4, N 0-52-36 E ALONG SAID W LINE OF SE 1/4 A DIST OF 1296.78 FT TO A POINT ON S'LY R/W LINE OF LEWIS RD, S 89-06-08 E 2167.18 FT, S 0-47-09 W 441.11 FT, S 89-06-0 E 466.80 FT TO E LINE OF SEC, S 0-44-38 W 850.41 FT TO POB ORB 3887 PG 1506		

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	AG / PASTURE - NATIVE 1 (6500)	0	0	CATTLE	62.020	Acre	$9,303.00	$403,130.00
2	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	0	0	CATTLE	6.300	Acre	$2,205.00	$40,950.00
3	WETLAND (9600)	0	0		5.240	Acre	$236.00	$236.00

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

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
3887 / 1506	03/22/2010	Warranty Deed	Unqualified	Vacant	$100.00
1170 / 1879	04/01/1992	Warranty Deed	Unqualified	Vacant	$1.00
939 / 199	07/01/1985	Warranty Deed	Unqualified	Vacant	$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	$444,316	$11,744	$11,744	5.0254	$59.02
SCHOOL BOARD STATE	$444,316	$11,744	$11,744	3.0870	$36.25
SCHOOL BOARD LOCAL	$444,316	$11,744	$11,744	2.9980	$35.21
LAKE COUNTY WATER DISTRICT	$444,316	$11,744	$11,744	0.2940	$3.45
NORTH LAKE HOSPITAL DIST	$444,316	$11,744	$11,744	0.3859	$4.53
ST JOHNS RIVER FL WATER MGMT DIST	$444,316	$11,744	$11,744	0.1793	$2.11
CITY OF LEESBURG	$444,316	$11,744	$11,744	3.4752	$40.81
LAKE COUNTY MSTU AMBULANCE	$444,316	$11,744	$11,744	0.4629	$5.44
LAKE COUNTY VOTED DEBT SERVICE	$444,316	$11,744	$11,744	0.0400	$0.47
				Total: 15.9477	**Total:** $187.29

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.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	TARA VILLAGE INC	**Alternate Key:**	1171555
Mailing Address:	3911 NW 26TH TER GAINESVILLE, FL 32605 *Update Mailing Address*	**Parcel Number:**	16-19-24-0003-000-01800
		Millage Group and City:	0L2X Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	33241 COUNTY ROAD 468 LEESBURG FL, 34748	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	BEG AT SW COR OF SW 1/4 OF NW 1/4 OF SW 1/4, RUN N 0-18-22 E 658.24 FT TO NW COR OF SW 1/4 OF NW 1/4 OF SW 1/4, N 89-51-12 E 657.34 FT TO NE COR OF SW 1/4 OF NW 1/4 OF SW 1/4, S 0-16-41 W 330.37 FT TO NW COR OF S 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4, N 89-57-28 E 634.49 FT TO W R/W LINE OF CR 468, S 0-25-46 W ALONG W R/W LINE 159.34 FT, N 87-35-44 W 225.31 FT, S 04-35-19 W 182 FT TO S LINE OF NW 1/4 OF SW 1/4, N 89-55-48 W 1052.88 FT TO POB ORB 5039 PG 1703		

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	VACANT RESIDENTIAL (0000)	0	0		13.880	Acre	$296,338.00	$296,338.00

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

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
5039 / 1703	11/28/2017	Warranty Deed	Unqualified	Vacant	$182,500.00
3351 / 1621	12/12/2006	Quit Claim Deed	Unqualified	Improved	$1.00
3286 / 1285	10/18/2006	Quit Claim Deed	Unqualified	Improved	$1.00
3282 / 1293	10/12/2006	Warranty Deed	Unqualified	Improved	$48,000.00
3051 / 502	12/30/2005	Personal Rep Deed	Unqualified	Improved	$325,000.00
621 / 1330	12/28/1976	Warranty Deed	Qualified	Improved	$4,400.00

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	$296,338	$254,110	$254,110	5.0254	$1,277.00
SCHOOL BOARD STATE	$296,338	$296,338	$296,338	3.0870	$914.80
SCHOOL BOARD LOCAL	$296,338	$296,338	$296,338	2.9980	$888.42
LAKE COUNTY WATER DISTRICT	$296,338	$254,110	$254,110	0.2940	$74.71
NORTH LAKE HOSPITAL DIST	$296,338	$254,110	$254,110	0.3859	$98.06
ST JOHNS RIVER FL WATER MGMT DIST	$296,338	$254,110	$254,110	0.1793	$45.56
CITY OF LEESBURG	$296,338	$254,110	$254,110	3.4752	$883.08
LAKE COUNTY MSTU AMBULANCE	$296,338	$254,110	$254,110	0.4629	$117.63
LAKE COUNTY VOTED DEBT SERVICE	$296,338	$254,110	$254,110	0.0400	$10.16
				Total: 15.9477	**Total:** $4,309.42

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.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	TARA VILLAGE INC	**Alternate Key:**	1772753
Mailing Address:	3911 NW 26TH TER GAINESVILLE, FL 32605 *Update Mailing Address*	**Parcel Number:**	20-19-24-0001-000-00200
		Millage Group and City:	00L2 Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	1750 SCHOOLVIEW ST LEESBURG FL, 34748	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	FROM NE COR OF SEC RUN S 0-44-26 W ALONG SAID E LINE 1330.12 FT TO SE COR OF NE 1/4 OF NE 1/4, N 89-22-12 W 1321.59 FT TO SW COR OF NE 1/4 OF NE 1/4 FOR POB, N 89-22-12 W 1321.59 FT TO W LINE OF NW 1/4 OF NE 1/4, N 0-54-44 E 1331.49 FT TO N LINE OF SEC, S 89-21-29 E 1319.80 FT TO NE COR OF NW 1/4 OF NE 1/4, S 0-50-07 W TO POB ORB 3887 PG 1502		

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	AG / PASTURE - IMPROVED GOOD (6200)	0	0	CATTLE	27.000	Acre	$10,125.00	$175,500.00
2	WETLAND (9600)	0	0		12.350	Acre	$556.00	$556.00
3	AGRICULTURAL HOMESITE (5000)	0	0		1.010	Acre	$20,200.00	$20,200.00

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

Residential Building(s)

Building 1

Residential — Building Value: $21,419.00

Summary

Year Built: 1950	Total Living Area: 898	Central A/C: No	Fireplaces: 0
Bedrooms: 2	Full Bathrooms: 1	Half Bathrooms: 0	

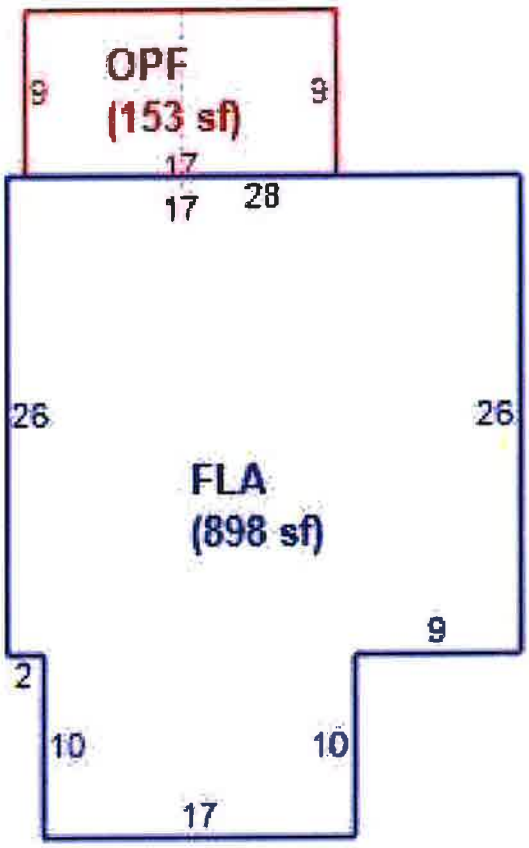
Incorrect Bedroom, Bath, or other information?

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area

FINISHED LIVING AREA (FLA)	CONCRETE BLOCK PLAIN (02)	1.00	898
OPEN PORCH FINISHED (OPF)		1.00	153

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
3887 / 1502	03/22/2010	Warranty Deed	Unqualified	Improved	$100.00
1170 / 1879	04/01/1992	Warranty Deed	Unqualified	Improved	$1.00
939 / 199	07/01/1985	Warranty Deed	Unqualified	Vacant	$1.00

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	$217,675	$52,300	$52,300	5.0254	$262.83
SCHOOL BOARD STATE	$217,675	$52,300	$52,300	3.0870	$161.45
SCHOOL BOARD LOCAL	$217,675	$52,300	$52,300	2.9980	$156.80
LAKE COUNTY WATER DISTRICT	$217,675	$52,300	$52,300	0.2940	$15.38
NORTH LAKE HOSPITAL DIST	$217,675	$52,300	$52,300	0.3859	$20.18
ST JOHNS RIVER FL WATER MGMT DIST	$217,675	$52,300	$52,300	0.1793	$9.38
CITY OF LEESBURG	$217,675	$52,300	$52,300	3.4752	$181.75
LAKE COUNTY MSTU AMBULANCE	$217,675	$52,300	$52,300	0.4629	$24.21
LAKE COUNTY VOTED DEBT SERVICE	$217,675	$52,300	$52,300	0.0400	$2.09
				Total: 15.9477	**Total**: $834.07

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.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	TARA VILLAGE INC	**Alternate Key:**	1772761
Mailing Address:	3911 NW 26TH TER GAINESVILLE, FL 32605 *Update Mailing Address*	**Parcel Number:**	20-19-24-0001-000-00100
		Millage Group and City:	00L2 Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	1750 SCHOOLVIEW ST LEESBURG FL, 34748	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	BEG AT NE COR OF SEC RUN S 0-44-26 W 1330.12 FT TO SE COR OF NE 1/4 OF NE 1/4, N 89-22-12 W 1321.59 FT TO SW COR OF NE 1/4 OF NE 1/4, N 0-50-07 E 1331.21 FT TO N LINE OF SEC, S 89-19-22 E ALONG SAID N LINE 1319.39 FT TO POB ORB 3887 PG 1504		

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	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	0	0	CATTLE	23.830	Acre	$8,341.00	$154,895.00
2	AG / PASTURE - NATIVE 1 (6500)	0	0	CATTLE	15.000	Acre	$2,250.00	$97,500.00
3	AGRICULTURAL HOMESITE (5000)	0	0		1.000	Acre	$20,000.00	$20,000.00
4	WETLAND (9600)	0	0		0.510	Acre	$23.00	$23.00

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

Residential Building(s)

Building 1

Residential — Building Value: $21,060.00

Summary

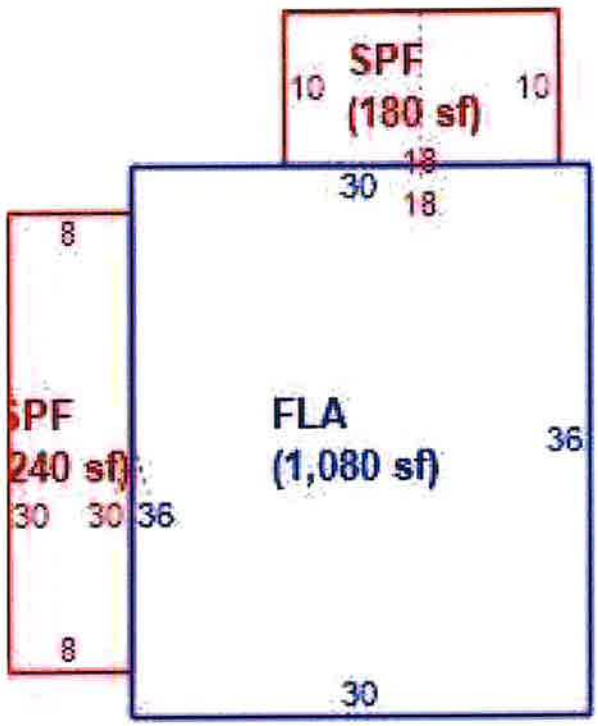
Year Built: 1910	Total Living Area: 1080	Central A/C: No	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 1	Half Bathrooms: 0	

Incorrect Bedroom, Bath, or other information?

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	WOOD/METAL FRAME W/OUTER FINISH (01)	1.00	1080
SCREEN PORCH FINISHED (SPF)		1.00	420

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
3887 / 1504	03/22/2010	Warranty Deed	Unqualified	Improved	$100.00
1170 / 1879	04/01/1992	Warranty Deed	Unqualified	Improved	$1.00
939 / 199	07/01/1985	Warranty Deed	Unqualified	Vacant	$1.00

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	$293,478	$51,674	$51,674	5.0254	$259.68
SCHOOL BOARD STATE	$293,478	$51,674	$51,674	3.0870	$159.52
SCHOOL BOARD LOCAL	$293,478	$51,674	$51,674	2.9980	$154.92
LAKE COUNTY WATER DISTRICT	$293,478	$51,674	$51,674	0.2940	$15.19
NORTH LAKE HOSPITAL DIST	$293,478	$51,674	$51,674	0.3859	$19.94
ST JOHNS RIVER FL WATER MGMT DIST	$293,478	$51,674	$51,674	0.1793	$9.27
CITY OF LEESBURG	$293,478	$51,674	$51,674	3.4752	$179.58
LAKE COUNTY MSTU AMBULANCE	$293,478	$51,674	$51,674	0.4629	$23.92
LAKE COUNTY VOTED DEBT SERVICE	$293,478	$51,674	$51,674	0.0400	$2.07
				Total: 15.9477	**Total:** $824.09

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.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.

Site Notice

PROPERTY RECORD CARD

General Information

Name:	ABBINGTON OAKS INC	**Alternate Key:**	3695267
Mailing Address:	3911 NW 26TH TER GAINESVILLE, FL 32605 *Update Mailing Address*	**Parcel Number:**	17-19-24-0004-000-02300
		Millage Group and City:	00L2 Leesburg
		2025 Total Certified Millage Rate:	15.9477
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	EDGEWOOD RD LEESBURG FL, 34748	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	BEG AT SE COR OF SEC RUN N 89-19-22 W 989.48 FT, N 0-48-11 E 1318.68 FT TO N LINE OF SE 1/4 OF SE 1/4, S 89-12-30 E 988.65 FT TO E LINE OF SEC, S 0-46-0 W 1316.71 FT TO POB ORB 3887 PG 1508		

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	AG / PASTURE - NATIVE 1 (6500)	0	0	CATTLE	15.880	Acre	$2,382.00	$103,220.00
2	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	0	0	CATTLE	5.620	Acre	$1,967.00	$36,530.00
3	ACREAGE - NON AGRICULTURAL FUTURE DEVELOPMENT (9901)	0	0		8.420	Acre	$85,884.00	$85,884.00

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

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
3887 / 1508	03/22/2010	Warranty Deed	Unqualified	Vacant	$100.00

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	$225,634	$90,233	$90,233	5.0254	$453.46
SCHOOL BOARD STATE	$225,634	$90,233	$90,233	3.0870	$278.55
SCHOOL BOARD LOCAL	$225,634	$90,233	$90,233	2.9980	$270.52
LAKE COUNTY WATER DISTRICT	$225,634	$90,233	$90,233	0.2940	$26.53
NORTH LAKE HOSPITAL DIST	$225,634	$90,233	$90,233	0.3859	$34.82
ST JOHNS RIVER FL WATER MGMT DIST	$225,634	$90,233	$90,233	0.1793	$16.18
CITY OF LEESBURG	$225,634	$90,233	$90,233	3.4752	$313.58
LAKE COUNTY MSTU AMBULANCE	$225,634	$90,233	$90,233	0.4629	$41.77
LAKE COUNTY VOTED DEBT SERVICE	$225,634	$90,233	$90,233	0.0400	$3.61
				Total: 15.9477	**Total:** $1,439.02

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.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.

Site Notice

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.D.1.

Meeting Date: April 13, 2026

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

Subject: Resolution of the U.S. Highway 441/27 Community Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairperson and Secretary to execute a resolution approving Fiscal Year 2026 Façade Sign, and Landscape Grant Awards; and providing an effective date. (FSL Grants U.S. Highway 441/27 CRA 2026)

Staff Recommendation:
Staff recommends approval of the attached request for funding of the annual Façade, Sign and Landscape Grant program for the projects located within the U.S. Highway 441/27 Community Redevelopment Agency.

Analysis:
The purpose of this program is to offer local businesses the opportunity to apply for grant funds to enhance the aesthetics of their properties, thereby beautifying the City of Leesburg's major corridors. The City of Leesburg has received two (2) more grant applications in the U.S. Highway 441/27 CRA. After review, staff is recommending funding shown in the attached Exhibit A. All construction is required to be completed within one (1) year of approval of the grant.

Procurement Analysis:
N/A

Options:
1. Approve the recommendation for funding the Façade, Sign and Landscape Grant program as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The total cost of the funding proposed within this request is $74,255.00. Funds are available from U.S. Highway 441/27 Community Redevelopment Agency.
Account No. 018-6191-559-8214
Project No. CRASFP
Budget $538,692.00

Available $518,692.00

RESOLUTION NO. _____

RESOLUTION OF THE U.S. HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE CHAIRPERSON AND SECRETARY TO EXECUTE A RESOLUTION APPROVING FISCAL YEAR 2026 FAÇADE SIGN, AND LANDSCAPE GRANT AWARDS; AND PROVIDING AN EFFECTIVE DATE. (FSL GRANTS U.S. HIGHWAY 441/27 CRA 2026)

BE IT RESOLVED BY THE U.S. HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA:

THAT the U.S. Highway 441/27 Community Redevelopment Agency of the City of Leesburg hereby authorizes staff to execute FSL Grant Awards for the U.S. Highway 441/27 CRA in the amount of **$74,255.00**, as shown in attached Exhibit A, pursuant to the requirements of the Façade, Sign and Landscape Grant Program.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the U.S. Highway 441/27 Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held the 13th day of April 2026.

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A RECOMMENDED FUNDING FSL GRANTS IN 27 441 CRA 2026

Project #	Project Name	Improvements	General Location	CRA	REC FUNDING
SGA-25-777	Southside Shopping Center	Exterior Painting, Dumpster	1415 S. 14th Street	27 441 CRA	$50,000.00
SGA-26-923	La Palma	Windows, Ext, Painting, Ext. Lighting, Landscaping, Fencing	1690 Citrus Blvd	27 441 CRA	$24,255.00

TOTAL = $74,255.00