

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MAY 11, 2026 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Proclamation of May as Historic Preservation Month

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. None

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with Halff Associates Inc., for Palm Harbor Drive Bridge Rehabilitation and Repair Design Services; and providing an effective date.**
2. **Purchase request by the Public Works Fleet Department for one (1) new 2027 Kenworth T880, Cab and Chassis Truck 952,000 lbs., (4x6) from Florida Kenworth, LLC utilizing the Florida Sheriff Association, Contract No. FSA25-VEH23.0, for a total purchase cost of \$183,385.00.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with Halff Associates Inc., for the Cutrale Wastewater Treatment Plant Evaluation; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Satisfaction of Mortgage for property located at Lot 111, Overlook at Lake Griffin, 2120 Nicollett Way, owned by Kendria Williams as part of the Neighborhood Stabilization Program; providing an effective date of May 16, 2026.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Gary and Holly Gray Family Trust dated July 29, 2025, joined by Citizens First Bank; 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, amending the boundaries of the Grace Groves Community Development District, established pursuant to Ordinances 24-33 and 25-67; providing a severability clause; addressing conflicts; and providing an effective date. (Grace Groves CDD Amendment Contraction)**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, amending the boundaries for the County Road 33 Community Development District established pursuant to Ordinance 23-58; providing a severability clause; addressing conflicts; and providing an effective date. (CR 33 CDD Expansion)**

C. NON-ROUTINE ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida appointing the Lake County (unincorporated) Residential customer to the Leesburg Electric Advisory Board; and providing an effective date.**

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.

Proclamation



WHEREAS, the National Trust for Historic Preservation established Historic Preservation Week in 1973 and 2026 marks its 21st anniversary; and

WHEREAS, National Historic Preservation Month recognizes the importance of preserving our nation's historic places and heritage for future generations; and

WHEREAS, Leesburg's historic homes, buildings, and sites contribute to the City's unique character and serve as tangible links to its past; and

WHEREAS, historic preservation strengthens communities and reflects the shared heritage of people from all backgrounds; and

WHEREAS, it is important to acknowledge the contributions of individuals and organizations dedicated to preserving the legacy that has shaped our community; and

WHEREAS, preservation efforts foster community pride, support sustainability, and connect residents to a shared history; and

WHEREAS, this year's theme, "All People Are Created Equal," highlights the role of preservation in building stronger, more inclusive, and connected communities; and

WHEREAS, protecting Leesburg's heritage reflects a commitment to honoring the diverse stories that define the City;

NOW, THEREFORE, I, Allyson Berry, Mayor of the City of Leesburg, Florida, on behalf of the Leesburg City Commission, do hereby proclaim May 2026 as

Historic Preservation Month

in the City of Leesburg, Florida, and encourage residents to recognize and celebrate the City's heritage.

PASSED AND ADOPTED by the City Commission of Leesburg, Florida, this ____ day of May 2026.

Mayor, Allyson E. Berry

ATTEST

City Clerk

Date:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: May 11, 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 Task Order with Halff Associates Inc., for Palm Harbor Drive Bridge Rehabilitation and Repair Design Services; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the Halff Associates Inc. Task Order for the Palm Harbor Drive Bridge Rehabilitation and Repair Design Services, for an amount not to exceed \$63,055.00.

Analysis:

The Palm Harbor Drive Bridge is a critical infrastructure asset, as it serves as the sole permanent access point for residents and emergency services. The documented erosion represents a progressive condition that, if left unaddressed, could ultimately compromise the structural integrity of the bridge. Key considerations include public safety, as loss of the bridge would eliminate access for residents and first responders; the structure's age, approximately 45 years, indicating it is nearing or exceeding its typical service life; and the underlying cause of deterioration, which involves root intrusion and soil instability originating from adjacent properties and canal banks. Additionally, construction access can be effectively managed through the temporary restoration of an existing land bridge, allowing continued ingress and egress while minimizing disruption. The proposed agreement will enable the consultant to evaluate whether rehabilitation or full replacement represents the most cost-effective and sustainable long-term solution.

In August 2025, the Public Works Department retained Engineering Operations, a firm specializing in bridge inspections, to perform a structural evaluation. The resulting report identified multiple deficiencies requiring corrective action. The most significant issue is soil erosion surrounding structural components, particularly at the bridge head walls and supporting elements, primarily attributed to encroaching cypress tree root systems originating from adjacent private property and the canal corridor.

Procurement Analysis:

Pursuant to Resolution No. 11,094, dated June 13, 2022, Halff Associates, Inc. has been authorized to provide professional services on a continuing basis. This Task Order is issued in accordance with the terms and conditions established under that continuing services agreement.

Options:

1. Approve the Halff Associates Inc, Inc. Task Order for design services and repair; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current budget does not include funding for this expense. A budget adjustment will be processed to use available Gas Tax funds.

Account No. 00151125413130

Requisition 58488

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH HALFF ASSOCIATES INC., FOR PALM HARBOR
DRIVE BRIDGE REHABILITATION AND REPAIR DESIGN SERVICES; 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 Halff Associates, Inc., whose address is 902 North Sinclair Avenue, Tavares, FL 32778, for a Task Order for the Palm Harbor Drive Bridge Rehabilitation and Repair Design Services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of May 2026.

Mayor

ATTEST:

City Clerk



VIA Email

Neil.Gaines@leesburgflorida.gov

March 19, 2026

Neil Gaines
City of Leesburg
PO Box 490630
Leesburg, FL 34749
352-728-9786 x 3211

RE: Palm Harbor Bridge
Alternate Key # 2719524
Leesburg, Florida

Scope of Services – Halff

Introduction

Halff is pleased to present this Scope of Services to City of Leesburg for services related to the above project. Halff will provide engineering and surveying services for the Palm Harbor bridge and wall repair located in Leesburg, Florida.

Our proposal is valid for thirty (30) days and will include the following phases:

PHASE 100 TOPOGRAPHIC/RECORD SURVEY

Prepare a Topographic/Bathymetric Record Survey for engineering design purposes. The limits are shown in red on Survey Exhibit "A, City of Leesburg, being in Section 26, Township 19 South, Range 24 East, Lake County, Florida. Improvements will be located within the right of way with a 10-foot overlap on adjacent parcels. The survey will include recovering sufficient monumentation to establish the public rights of way to prepare the Record Survey. Horizontal locations will be on state plane coordinates North American Datum 1983/2011 adjustment (Datum), FL EAST zone (901). All surface improvements will be located within the specified limits including any ditches, evidence of utilities flagged or marked by others, above ground evidence of utilities, driveways, sidewalks, mailboxes, fences, and trees 6"+ DBH. The survey will also include a minimum of three (3) SITE CONTROL POINTS/BENCHMARKS along the corridor and will be depicted on the Record Survey. Vertical datum will be North American Vertical Datum 1988. Invert elevations on existing sewer manholes and storm structures will be measured and shown on the survey. The deliverable will be a signed/sealed Record Survey.



Halff will perform a Bathymetric/Topographic Survey for the area shown below in blue on Survey Exhibit "A", Limits of survey will include from the water's edge/sea wall approximately 175 feet northerly starting in the area of Alternate Key 2696460 and 100 feet in an easterly/westerly direction and ending in the area of Alternate Key 2820284. The bathymetric data will be overlayed on the existing Topographic survey (Civil3D CAD file). The Bathymetric Survey will include spot elevations to determine a 1-foot digital terrain model. The deliverable will be a Civil 3D base file only for engineering design purposes. Any additions or modifications to the scope will be billed hourly to the Miscellaneous Surveying Services phase below..

FEE: \$18,500.00

Survey Exhibit "A"



PHASE 200 MISCELLANEOUS SURVEYING SERVICES (AS NEEDED)

Includes Sketches and Legal Descriptions, hardscape lay-out, walls, fences, columns and electric utility staking. These services will be billed at standard hourly rates **not to exceed \$2,000.00 without written authorization**. This line item eliminates the need for administrative change orders, purchase orders, etc. as through the platting process, there are unforeseen services required to meet the needs of the developer, engineers and/or municipalities

FEE: \$2,000.00 (AS NEEDED)

PHASE 300 PROJECT ADMINISTRATION FOR SURVEY

The scope of services shall include administrative services and field preparation necessary to coordinate all aspects of the project.

FEE: \$1,000.00



PHASE 400 PRIMARY BRIDGE REPAIR DESIGN

The CONSULTANT shall provide construction plans, quantities, and estimates of probable construction costs for the repairs contemplated. This may include field reviews as needed to determine changes to the extent of the repairs. Changes to the extent of the needed repairs shall be brought to the attention of the CITY. Plans shall include cover sheet, general notes, plan and elevation, repair details. Plan and elevation may be based on field review sketches. Anticipated repairs to be designed are:

- A. Remove sub-standard guardrail and replace with thrie-beam on bridge, transition to guardrail off bridge (all four quadrants).
- B. Install new wingwalls/seawall in front of existing (12-inches in front). Tree removal whose roots have pushed the wing/seawalls.
- C. Widen approach slabs
- D. Move utilities off bridge fascias and design aerial crossing supported on spread footings.
- E. Fabriform riprap and drainage flumes at approach embankments
- F. Maintenance repairs (joint replacements, railing repairs, sealing of cracks)

Inspection work shall comply with:

- 1. FDOT Structures Manual, Topic No. 625-020-018
- 2. FHWA Hydraulic Engineering Circulars

FEE: \$31,830.00

PHASE 500 SEAWALL REPAIR DESIGN (OUTSIDE BRIDGE LIMITS)

The CONSULTANT shall provide construction plans, quantities, and estimates of probable construction costs for the repairs contemplated. This may include field reviews as needed to determine changes to the extent of the repairs. Changes to the extent of the needed repairs shall be brought to the attention of the CITY. Plans shall include cover sheet, general notes, plan and elevation, repair details. Plan and elevation may be based on field review sketches.

Anticipated repairs to be designed are:

- A. Provide structural repairs to stable existing seawalls
- B. Provide new seawalls where the existing seawalls are not stable



Inspection work shall comply with:

1. FDOT Structures Manual, Topic No. 625-020-018
2. FHWA Hydraulic Engineering Circulars

FEE: \$9,725.00



PHASE 600 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning and design phases. These services shall include project scheduling with regulatory agencies and public utility companies, administrative project management duties such as project timeline tracking/status review, accounting, and sub consultant vendor review, invoice review for the project.

FEE: \$2,000.00

PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed per Exhibit A Section II.

FEE: \$BILLED PER EXHIBIT A SECTION II



Our fees for the described services are outlined in the following table. We have provided "Lump Sum Fees" for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

SUMMARY FEE SCHEDULE

PHASE 100	\$ 18,500.00
PHASE 200*	\$ 2,000.00 (AS NEEDED)*
PHASE 300	\$ 1,000.00
PHASE 400	\$ 31,830.00
PHASE 500	\$ 9,725.00
PHASE 600	\$ 2,000.00
PHASE 9999*	\$ BILLED PER EXHBIT A SECTION II*
TOTAL*	\$ 63,055.00*

**Total does NOT include PHASE 200 – This will be only IF NEEDED and
PHASE 9999 – This will be Billed per Exhibit A Section II**

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- ALTA/NSPS Survey
- Boundary Survey
- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Recording of Easements
- Offsite Right-of-Way survey for utilities.
- Tree Survey
- As-built Survey
- Post-construction Improvement Survey
- Construction Staking
- Off-site Utilities Design
- Off-site Roadway or Transportation Improvements
- Pre/Post-development stormwater modeling
- Offsite Roadway Design, Access, and Right-of-Way Permitting Services
- Offsite Water and Sewer Extensions



- Offsite Infrastructure Capacity Studies/Assessments/Analysis/Designs
- Offsite Stormwater Design
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
- LEED Services
- Sign Design and Permitting
- Gas, Electric, Telephone, and/or Cable Design
- Boat Dock and Ramp Design/Permitting
- CADD Support for Environmentalist
- FEMA CLOMR
- FEMA Letter of Map Revision (LOMR)
- Flood Studies
- NPDES Permitting
- Bid Documents and Bidding
- Conditional Use Permit
- Earthwork Calculations
- Construction Administration
- Reoccurring Scheduled Progress Meetings During Permitting and Construction
- Quality Control and Construction Material Testing Services
- Rezoning
- Land Use Changes
- Franchise Utility Coordination
- Conversion of AutoCad Files to any other format
- Signing and Pavement Marking Plans
- Written Specifications
- Cost Estimating/Quantity Take-offs and/or Engineer's Opinion of Probable Construction Cost
- Subsurface Utility Engineering
- Environmental Assessment (Threatened and Endangered Assessment)/Biological Services
- Environmental Impact and Cultural Statements and Assessments, Jurisdictional Waters of the US Determination
- Architectural, Mechanical, Fire Protection, or Electrical Services
- Army Corp. of Engineers Dredge and Fill
- Florida Fish and Wildlife Conservation Commission Permit
- Wetland Flagging/Delineation
- Landscape/Irrigation Plans
- Hardscape, Walls, Entry Features
- Lighting/Photometric Design/Site Electrical Design
- Electrical Controls for Lift Stations
- Geotechnical Investigations
- Traffic Study/Impact Analysis
- Structural Design of Retaining Walls and Pond Walls
- Noise Study



- RGB Submittals
- Advance of permit fees, impact fees, title search fees, recording or advertising fees (all fees by CLIENT)
- The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.
- City of Leesburg Permitting is not included
- St Johns River Water Management District Permitting is not included



**Halff Associates, Inc.
2026 Engineering Labor Rates (FL)**

Labor Categories	Hourly Base Rate for 2026	Hourly Base Rate + 4% for 2027	Hourly Base Rate + 4% for 2028
<u>Engineers</u>			
Principal/Officer	\$375	\$390	\$405
Engineer V	\$305	\$317	\$330
Engineer IV	\$240	\$250	\$260
Engineer III	\$200	\$208	\$216
Engineer II	\$165	\$172	\$179
Engineer I	\$135	\$140	\$145
Tech V	\$195	\$203	\$211
Tech IV	\$160	\$166	\$173
Tech III	\$135	\$140	\$145
Tech II	\$105	\$109	\$113
Project Coordinator	\$105	\$109	\$113
CEI Inspector	\$100	\$104	\$108
<u>Surveyors</u>			
Principal/Officer	\$280	\$291	\$303
Sr. RPLS/PSM	\$245	\$255	\$265
RPLS/PSM	\$190	\$198	\$206
Survey/Geospatial Manager	\$190	\$198	\$206
Sr. Survey Tech/Sr. GSP Tech/SIT	\$135	\$140	\$145
Survey Tech/GSP Tech	\$120	\$125	\$130
3-Man Survey Crew	\$290	\$302	\$314
2-Man Survey Crew	\$220	\$229	\$238
1-Man Survey Crew	\$140	\$145	\$151
Clerical	\$95	\$99	\$103
<u>Environmental Scientists</u>			
Scientist V	\$360	\$374	\$389
Scientist IV	\$270	\$281	\$292
Scientist III	\$200	\$208	\$216
Scientist II	\$150	\$156	\$162
Scientist I	\$120	\$125	\$130
<u>Landscape Architects</u>			
Landscape/Planner V	\$360	\$374	\$389
Landscape/Planner IV	\$240	\$250	\$260
Landscape/Planner III	\$180	\$187	\$194
Landscape/Planner II	\$155	\$161	\$167
Landscape/Planner I	\$135	\$140	\$145

Notes:

1 – These rates will increase 4% annually for the duration of the contract.

2 – Per Diem (Meals): \$68/day

3 – All other direct costs (ODC), such as materials, subcontractors, deed research, or hotels will be billed at cost plus 10%.

4 – Current IRS Mileage is \$0.70 per mile

(*) Includes Mobilization Fee

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

APPROVED

Engineer: Halff Associates, Inc.

Signature: CCW

Name: Charles C Hiott

Title: Director of Land Development, VP

Date: March 19, 2026

APPROVED

Client:

Signature: _____

Name: _____

Title: _____

Date: _____

Chuck Hiott, PE

Vice President

Director of Land Development

Halff

O: 352.557.9230 | C: 352.267.5702

E: chiott@halff.com

Tracy Carrasquillo

Project Coordinator

Halff

O: 352.557.9214

E: tcarrasquillo@halff.com



BRIDGE INSPECTION REPORT



REPORT IDENTIFICATION

Bridge ID: Palm Harbor Dr	Inspection Date: 08/18/2025	Inspection Firm: Engineering Operations
County: Lake	Facility Carried: Palm Harbor Dr	Feature Intersected: Lake Harris Canal
Inspection Team: Wade Daniels (P.E No. #98319) Bill Gehry (CBI #0574) Garrett Smith Jeffrey Younk		 Wade Daniels 2025.08.29 10:00:35-04'00'
This item has been digitally signed and sealed by: Confirming Engineer: Wade Daniels, PE Florida P.E. No.: #98319		

on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copied. The official record of this document is the electronic file digitally signed and sealed under Rule 61G15-23.004, F.A.C.



Bridge Inspection Report

County: Lake	Bridge ID: Palm Harbor Dr	Facility Carried: Palm Harbor Dr	Feature Intersected: Lake Harris Canal	Inspection Date: 08/18/2025
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Location Map



Palm Harbor Dr over Lake Harris Canal – 0.22 mi South of W Dixie Ave

Latitude: 28° 48' 09.65" N, Longitude: 81° 52' 58.14" W



Bridge Inspection Report

County: Lake	Bridge ID: Palm Harbor Dr	Facility Carried: Palm Harbor Dr	Feature Intersected: Lake Harris Canal	Inspection Date: 08/18/2025
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Inspection Findings

Substructure Units Inspected:	Backwalls 1 and 2	Inventory Direction:	West to East
Total Substructure Units:	2	Underwater Visibility:	2.0-ft
Superstructure Type:	R/C Deck on P/S Open Girder/Beams	Water Velocity:	0.0-ft/s
		Air Temperature:	88° F

The following table provides the NBI ratings found during 2025 Routine Inspection.

Item	(NBI ID)	2025 Inspection
Deck	58	7
Superstructure	59	7
Substructure	60	6
Channel	61	8

Repair Recommendations:

- Consider installing an approach guardrail capable of redirecting traffic/containing vehicles to roadway.
- Consider using concrete to extend the approach slabs to line up with edges of bridge deck.
 - Before repairs, backfill erosion at west approach slab, northeast corner.
 - If asphalt is used, add asphalt to make the shoulders flush with the approach slabs.
 - Consider installing curbs at both approaches (with asphalt or concrete) to redirect rainwater away from corners of bridge/seawall.
- Replace joint sealant along both abutment joints.
- Backfill erosion/settlement at the east approach slab, north approach shoulder.
- Seal open joint along both abutments where the backwall meets the abutment cap to prevent backfill loss.
- Remove trees and tree roots along the seawall and repair/replace damaged seawall panels and caps.
 - Consider installing a new seawall for the bridge at all corners of the bridge due to tree root damage.
- Install missing bridge rail bolt at south bridge, middle post.



Bridge Inspection Report

County: Lake	Bridge ID: Palm Harbor Dr	Facility Carried: Palm Harbor Dr	Feature Intersected: Lake Harris Canal	Inspection Date: 08/18/2025
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Defects:

Element 38: Reinforced Concrete Slab:

This element represents the 3in. thick concrete deck poured on top of the channel beams. No wearing surface is present. The south bridge curb is supporting a 3.5in. steel utility pipe. The curbs are considered incidental to the deck element.

CS2: (1130) The deck top has three longitudinal cracks, full length x 1/16in. W, spaced 6ft. apart. (65SF)

(1130) The deck top at both abutments has a transverse crack, full width x 1/16in. W, approximately 1ft. from the joint. See Photo 5. (50SF)

CS2: (1090) The deck top has longitudinal and transverse cracks, up to 10ft. L x 1/64in. W, with an associated five areas of exposed rebar due to lack of cover, up to 1ft. L x 1in. W x 1/2in. D, no section loss noted. See Photo 6. (5SF)

CS2: (1190) The deck top has abrasion, up to 1/16in. D, throughout with minor surface crazing. (460SF)

INCIDENTAL:

Deck Curbs:

The outside faces of the bridge curb at the deck/curb transition, horizontal cracks, full length x 1/64in. W, with light efflorescence.

The curbs have vertical cracks, up to full height extending across top face x 1/64in. W.

The north curb at west end, spall, 6in. L x 1ft. W x 2in. D, with exposed bridge rail post anchor steel, no section loss. See Photo 7.

The north curb has two spalls, up to 5in. L x 6in. W x 1in. D, adjacent to bridge rail posts.

The south curb, west end, delamination, 1ft. L x 10in. W x 5in. H.

The south curb, at middle rail post top face, delamination, 15in. L x 9in. W x 4in. H.

The south curb, at east end, spall, 8in. H x 6in. W x 1in. D.



Bridge Inspection Report

County: Lake	Bridge ID: Palm Harbor Dr	Facility Carried: Palm Harbor Dr	Feature Intersected: Lake Harris Canal	Inspection Date: 08/18/2025
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Element 109: Open Girder/Beam, Prestressed:

Note: This element represents the prestressed channel beams.

CS3: (1080) The joint between the beams at the top flange, spalls, up to 18in. L x 6in. W x 2in. D, with exposed steel, 30% section loss. See Photo 8. (30FT)

Element 301: Pourable Joint Seal:

This element represents the pourable joint at each end of the bridge deck.

CS4: (2330) The bridge joints are deteriorated with some areas of missing sealant, up to 1ft. L, allowing vegetation growth. See Photo 9. (42FT)

Element 321: Reinforced Concrete Approach Slab:

This element represents the approach slabs at each end of the bridge. The approach slabs do not align with edges of the bridge deck, the approach shoulders were widened with asphalt wearing surface to prevent shoulder drop-off and/or to provide erosion control.

Note: The east approach slab has areas of spray foam repair along the north and south edges. It appears this was an attempt to seal the joint between approach slab and approach shoulder asphalt extension to prevent erosion. See Photo 10.

CS3: (1080) The west approach slab, at the center of eastbound travel lane, spall, 2in. L x 10in. W x 1/2in. D. See Photo 11. (1SF)

CS2: (4000) The west approach slab, northeast corner, area of erosion, 5in. Diameter x 3in. D, undermining the corner of the approach slab and can be probed 9in. D. See Photo 12. (1SF)

INCIDENTAL:

Approach Shoulder Asphalt Extensions:

At all corners of the bridge, the approach shoulder asphalt extension adjacent to the approach slab is lower in elevation, up to 4in., when compared to the top of the approach slab. See Photo 13.

The east approach slab, north approach shoulder asphalt extension has an area of erosion/settlement, 4ft. L x 40in. W x 5in. D. See Photo 14.



Bridge Inspection Report

County: Lake	Bridge ID: Palm Harbor Dr	Facility Carried: Palm Harbor Dr	Feature Intersected: Lake Harris Canal	Inspection Date: 08/18/2025
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Element 215: Abutment, Reinforced Concrete:

This element represents the abutment caps, the abutment backwalls are considered incidental to this element.

CS3: (1080) The abutment caps have spalls/delaminations, adjacent to the piles, up to 21in. L x 5in. W x 1in. D. See Photo 15. (7FT)

INCIDENTAL:

The abutment backwalls have settlement, causing a gap between the backwall and abutment cap, up to 4in. W and can be probed 5in. D, exposing backfill with no active backfill loss. See Photo 16.

The abutment backwalls, starting 4ft. below cap, abrasion extending to channel bottom, up to 1/4in. D, with secure aggregate. See Photo 17.

Abutment 1 backwall, areas of intermittent undermining, up to 2ft. L x 5in. H x 6in. of penetration. See Photo 18.

Element 226: Concrete Pile, Prestressed:

This element represents the 5 piles at each abutment.

CS3: (1080) Pile 1-4, northeast corner, at the cap, spall/delamination, 19in. H x full width x 1-1/2in. D. See Photo 19. (1EA)

CS3: (1080) Piles 2-1, 2-2 and 2-3, northwest corners, at the cap, have spalls up to 19in. H x 8in. W x 1in. D. See Photo 20. (3EA)

CS2: (1080) Pile 1-1, east face, at the cap, delamination, 4in. H x 9in. W. (1EA)

CS2: (1190) The piles have abrasion, starting 4ft. below cap extending to channel bottom, up to 1/4in. D. (5EA)

Element 330: Metal Bridge Railing:

This element represents the bridge rails attached to the deck curbs at each fascia.

Note: There is no approach guardrail protecting vehicles from the waterway. The south bridge rail has a 6in. cast iron utility and 2.5in. PVC utility (attached with rope) to the bridge posts.

CS3: (1020) The south bridge rail at the middle post is missing the post to guardrail bolt. See Photo 21. (1FT)

CS2: (1900) The south bridge rail, west end, minor deflection to the southeast. (1FT)

CS1: The south bridge rail at the middle and east post has a square cutout, 1in. L x 1in. H.



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Element 8290: Channel:

No significant deficiencies were noted.

Element 8393: Bulkhead/Seawall:

This element represents the concrete panel seawall at each corner of the bridge, not below the bridge. At the time of inspection, City of Leesburg right-of-way limits were previously flagged with utility flags and inspection was conducted up to the limits. (NW = 17FT, SW = 29FT, NE = 52FT, SE = 83FT)

CS4: (4000) The southwest seawall, settlement and distorted out of plane, 6in., starting at the 5th panel from the abutment, possibly from the tree growing adjacent to the seawall. There is an associated seawall cap spall/delamination, 14ft. L x 1ft. W x 4in. D, with 2 pieces of exposed rebar, 10% section loss; and the 7th panel from abutment is fractured, 30in. H x 6in. W x 2.5in. D, with one piece of exposed rebar, 20% section loss. The panels at this location also have horizontal cracks, full width x 1/32in. W. See Photo 22. (14FT)

CS4: (4000) The southwest seawall, at the first angle break, settlement/distortion due to tree growth, with 1ft. out of plane distortion. There is an associated seawall cap spall/fracture, 6ft. L x full width x 4in. D with two piece of exposed steel, 10% section loss. This area has panel joint gaps, up to 4in. W x 2ft. of penetration with backfill loss exposing tree roots. See Photo 23. (6FT)

CS3: (1080) The seawall caps have areas of poor consolidation, up to 2ft. L x 1ft. H x 1in. D, typically located within 6ft. of the bridge corners. (5FT)

CS3: (1080) The seawall panel joints have voids, 8in. H x 6in. W at the following locations:

- Northwest seawall, 2nd, 3rd and 4th from abutment, up to 6in. of penetration, with backfill loss. See Photo 24. (3FT)
- Northeast seawall, 3rd panel from abutment and 1st angle break, up to 6in. D, with backfill loss. See Photo 25. (2FT)
- Southeast seawall, 2nd and 3rd panel from abutment, up to 16in. with penetration, with minor backfill loss. See Photo 26. (2FT)
- Southwest seawall, 2nd, 3rd, 4th, 5th and 6th panel from abutment, at channel bottom, full panel width x 1ft. H x 8in. D, with backfill loss and tree roots, with panels offset up 3in. See Photo 27. (5FT)

CS3: (1080) The northwest seawall cap, at the abutment, spall, 19in. L x 7in. W x 5in. D. (2FT)

CS3: (4000) The northwest seawall, 1st panel from the abutment, void at channel bottom, 1ft. H x full panel width (18in.) x 2ft. D of penetration, with backfill loss and tree roots. See Photo 28. (2FT)

CS3: (6000) Behind the northeast seawall near the shoulder of the bridge, erosion hole, 6ft. L x 4ft. W x up to 37in. D, exposing 1 tie back rebar with 10% section loss. See Photo 29. (6FT)

CS3: (1090) The northeast seawall cap, 12ft. from abutment, spall, 1ft. L x 5in. W x 4in. D, with one piece of exposed rebar, 20% section loss. (1FT)

CS3: (1090) The northeast seawall, between the 8th and 9th panel from abutment, spall, 19-1/2in. H x 4-1/2in. W x 1in. D, with one piece of exposed rebar, 10% section loss. See Photo 30. (1FT)



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CS3: (1130) The northeast seawall cap top face, at the first angle break, longitudinal cracks, 56in. L x 1/4in. W, in the top face. See Photo 31. (6FT)

CS3: (1130) The northeast seawall cap top face, at the second angle break, longitudinal cracks, 5ft. L x 1/16in. W, in the top face. (5FT)

CS3: (4000) The southeast seawall, 1st panel from abutment, in the top 3.5ft., diagonal fracture, typically 1/2in. W, with an associated void at the top corner, 1ft. H x 4in. W x 13in. of penetration, at the previous topside repair. Photo 32. (3FT)

CS3: (1080) The southeast seawall cap angle break has a spall, 7in. H x 15in. L x 2in. D, with a piece of exposed rebar, no section loss. (1FT)

CS3: (4000) The southeast seawall, 22ft. east of the angle break, tree roots growing between the seawall joints allowing minor backfill loss, no evidence of backfill loss is present above the cap. This area has a large tree growing adjacent to the seawall. See Photo 33. (2FT)

CS3: (1090) The southeast seawall, east end, at the corner, spall/delamination, 2ft. L x full width x 6in. D, exposing 2 pieces of rebar, 10% section loss on each. (2FT)

CS2: (1130) The seawalls adjacent to the bridge and trees, multiple panels have horizontal cracks, full width (18in.) x 1/64in. W, these cracks appear to be caused by embankment pressure. See Photo 34. (10FT)

CS2: (1220) The seawall has abrasion, starting 1ft. below the cap, typically 1/16in. D with isolated areas of 1/8in. D. (90FT)

CS2: (1130) The northeast seawall, 3rd, 5th, 6th, 7th and 8th panels from abutment, vertical cracks, full height x 1/16in. W, some with associated delaminations, 55in. H x up to 8in. W. See Photo 35. (10FT)

CS2: (6000) The southeast seawall has an area of previous repair behind the seawall next to the bridge, with an area of erosion undermining the previous concrete repair, 2.5ft. L x 1ft. W x up to 20in. of penetration, at this location the seawall cap has separated from the abutment cap, 3in. W. See Photo 36. (3FT)

CS2: (4000) The southeast seawall angle break, open joint, up to 2in. W exposing the backfill, up to 16in. of penetration, with areas of tree roots growing through the joint. See Photo 37. (Quantified Above)

CS1: The seawall caps have vertical cracks, full height x full width x 1/32in. W randomly located throughout.

CS1: The southeast seawall has a previous erosion repair with asphalt millings, 12ft. L x 5ft. W, with the finished slope being 14in. below the top of the seawall.

INCIDENTAL:

Vegetation:

The seawall joints above the waterline have minor vegetation growth.

There are large trees growing within 5ft. of the seawall at the southwest, northeast and southeast seawalls.



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ELEMENT CONDITION RATINGS							
Element /Defect No.	Element / Defect Description	Total Qty.	Units	Condition State Quantity			
				CS1	CS2	CS3	CS4
38	Reinforced Concrete Slab	580	SF	0	580	0	0
1130	Cracking	115	SF	-	115	-	-
1090	Exposed Rebar	5	SF	-	5	-	-
1190	Abrasion/Wear	460	SF	-	460	-	-
109	Open Girder/Beam, Prestressed	185	FT	155	0	30	0
1080	Delamination/Spall	30	FT	-	-	30	-
301	Pourable Joint Seal	42	FT	0	0	0	42
2330	Seal Damage	42	FT	-	-	-	42
321	Reinforced Concrete Approach Slab	206	SF	204	1	1	0
1080	Delamination/Spall	1	SF	-	-	1	-
4000	Settlement	1	SF	-	1	-	-
215	Abutment, Reinforced Concrete	72	FT	65	0	7	0
1080	Delamination/Spall	7	FT	-	-	7	-
226	Concrete Pile, Prestressed	10	EA	0	6	4	0
1080	Delamination/Spall	5	FT	-	1	4	-
1190	Abrasion/Wear	5	FT	-	5	-	-
330	Metal Bridge Railing	57	FT	55	1	1	0
1020	Connection	1	FT	-	-	1	-
1900	Distortion	1	FT	-	1	-	-
8290	Channel	1	EA	1	0	0	0
8393	Bulkhead/Seawall	181	FT	0	113	48	20
4000	Settlement	27	FT	-	-	7	20
1080	Delamination/Spall	20	FT	-	-	20	-
6000	Scour	9	FT	-	3	6	-
1090	Exposed Rebar	4	FT	-	-	4	-
1130	Cracking	31	FT	-	20	11	-
1220	Deterioration	90	FT	-	90	-	-



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Photos



Photo 1 - North Elevation



Photo 2 - South Elevation



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Photo 3 - Channel View North



Photo 4 - Channel View South



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Photo 5 – Transverse crack on the deck top at both abutments.



Photo 6 – Longitudinal and transverse cracks on the deck top.



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Photo 7 – Spall at the north curb, west end.



Photo 8 – Spalls at the joint between the beams at the top flange.



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Photo 9 – Deteriorated bridge joints with some areas of missing sealant.



Photo 10 – East approach slab has areas of spray foam repair along the north and south edges.



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Photo 11 – Spall at center of EB travel lane, west approach slab.



Photo 12 – Area of erosion at the west approach slab, northeast corner.



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Photo 13 – Asphalt shoulder asphalt extension adjacent to the approach slab is lower in elevation.



Photo 14 – Area of erosion/settlement at the east approach slab, north shoulder.



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Photo 15 – Spalls/delaminations at the abutment caps adjacent to the piles.



Photo 16 – Settlement at the abutment backwalls.



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Photo 17 – Areas of abrasion at the abutment backwalls.

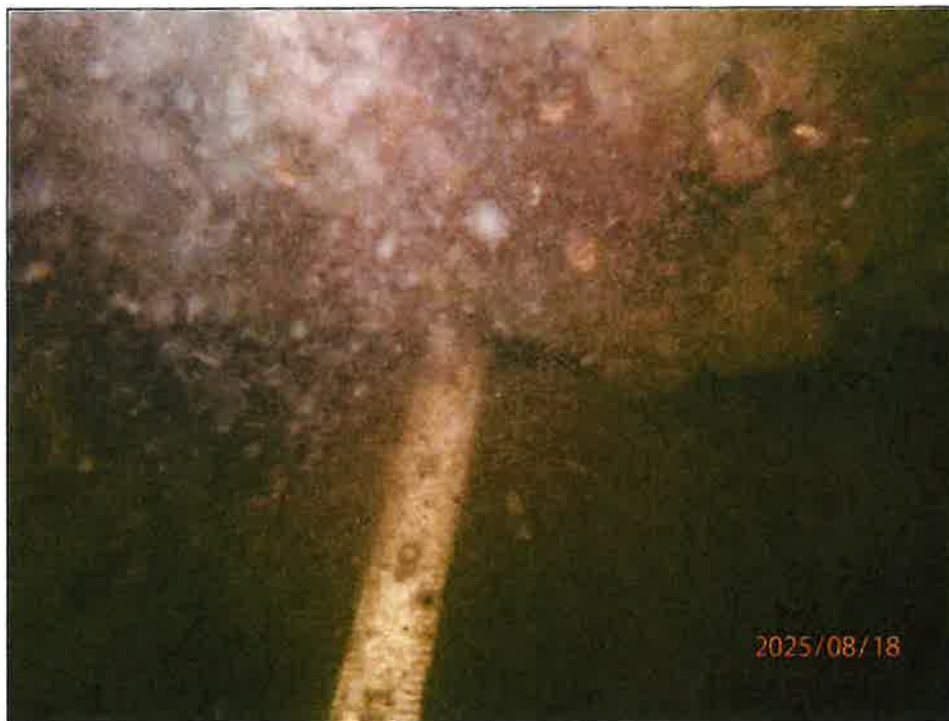


Photo 18 – Areas of undermining at the Abutment 1 backwall.



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Photo 19 – Spall/delamination at Pile 1-4, northeast corner.



Photo 20 – Spall at Pile 2-1, 2-2 and 2-3, northwest corner.



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Photo 21 – Missing guardrail bolt at south bridge rail, middle post.



Photo 22 – Settlement at the southwest seawall.



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Photo 23 – Settlement at the southwest seawall, first angle break.



Photo 24 – Void at the northwest seawall, 2nd, 3rd and 4th panels from abutment.



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Photo 25 – Void at the northeast seawall, 3rd panel from abutment and 1st angle break.

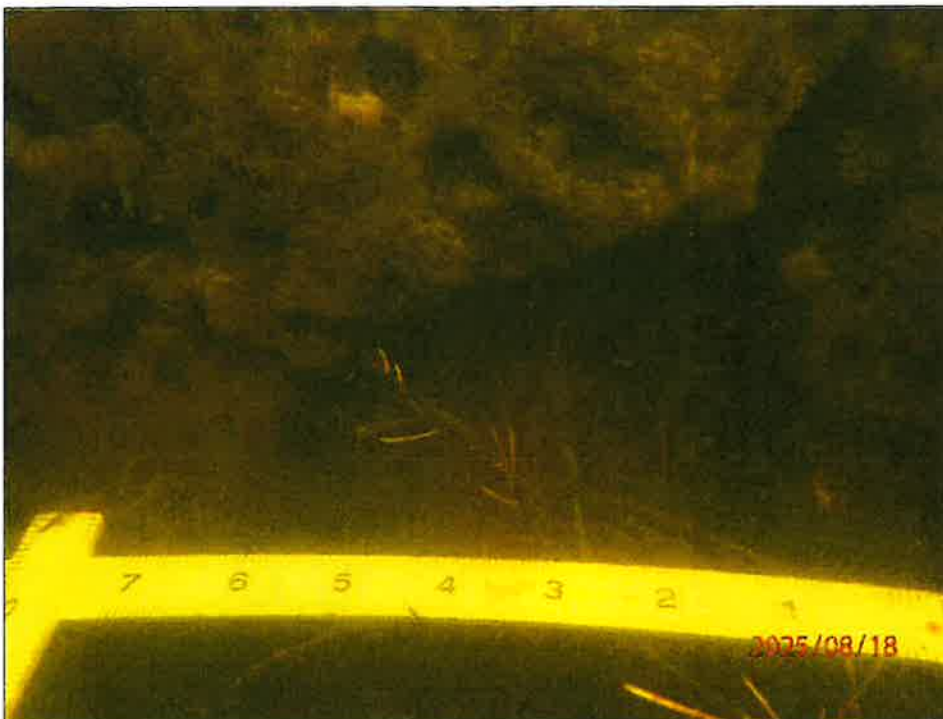


Photo 26 – Void at the southeast seawall, 2nd and 3rd panel from abutment.



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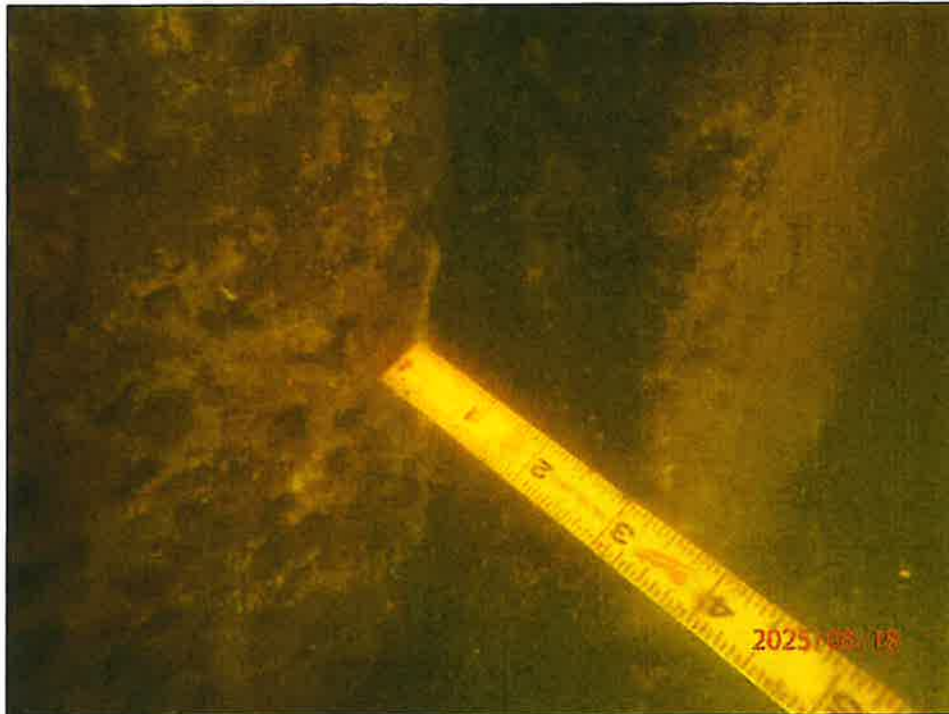


Photo 27 – Void at the southwest seawall, 2nd, 3rd, 4th, 5th and 6th panel from abutment.

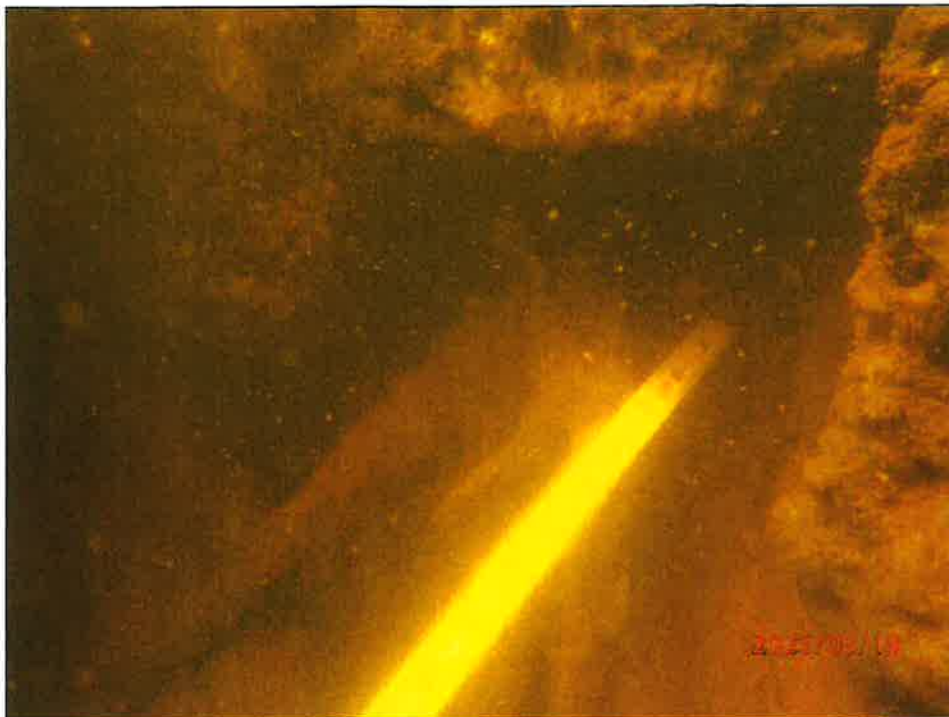


Photo 28 – Void at channel bottom, northwest seawall, 1st panel from abutment.



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Photo 29 – Erosion hole behind northeast seawall near shoulder of bridge.

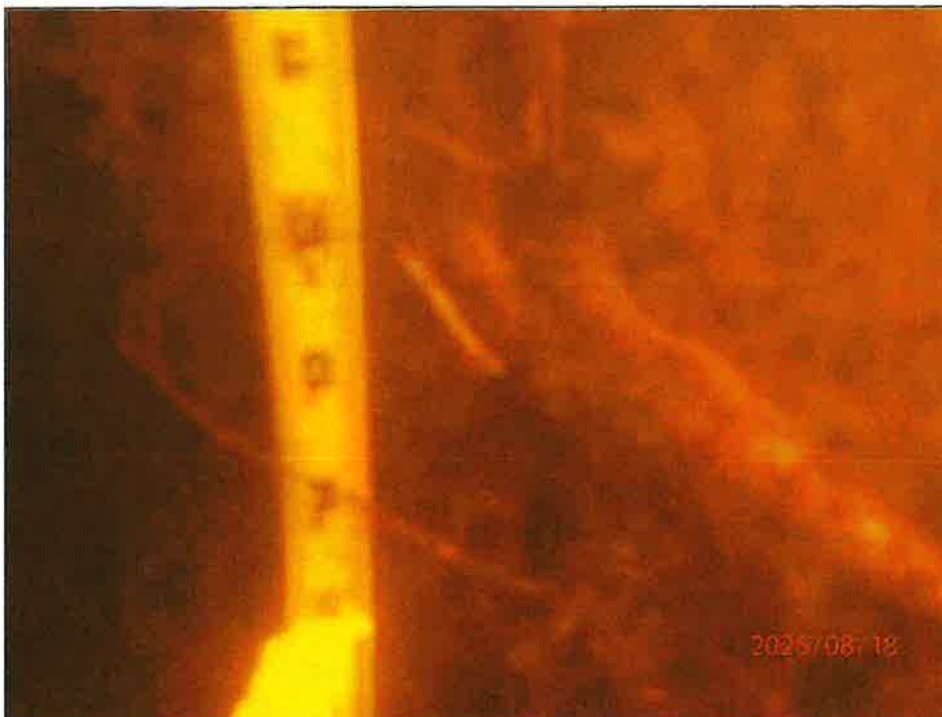


Photo 30 – Spall at northeast seawall between 8th and 9th panel from abutment.



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Photo 31 – Longitudinal cracks at the northeast seawall cap, top face.



Photo 32 – Diagonal fracture at the southeast seawall, 1st panel from abutment.



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Photo 33 – Tree roots growing between seawall joints at the southeast seawall.



Photo 34 – Horizontal cracks on multiple panels on seawalls adjacent to the bridge.



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Photo 35 – Vertical cracks and associated delaminations at northeast seawall, 3rd, 5th, 6th, 7th and 8th panels from abutment.



Photo 36 – Area of previous repair and erosion at the southeast seawall.



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Photo 37 – Open joint exposing backfill at the southeast seawall angle break.



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Channel Soundings:

LEFT SIDE (NORTH)	
Date	08/18/2025
Backwall 1	-12.6
C/L of Channel	-13.3
Backwall 2	-12.6

Waterline at C/L of Channel	-8.1
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RIGHT SIDE (SOUTH)	
Location	08/18/2025
Backwall 1	-12.5
C/L of Channel	-12.7
Backwall 2	-12.5

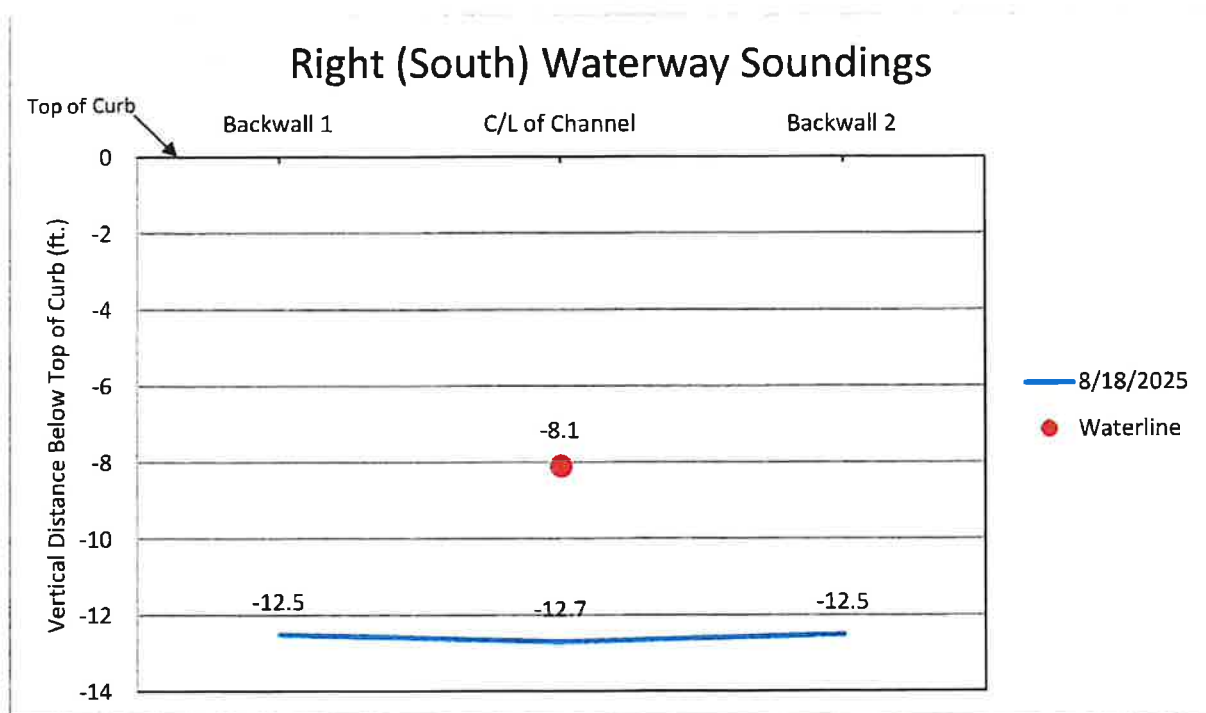
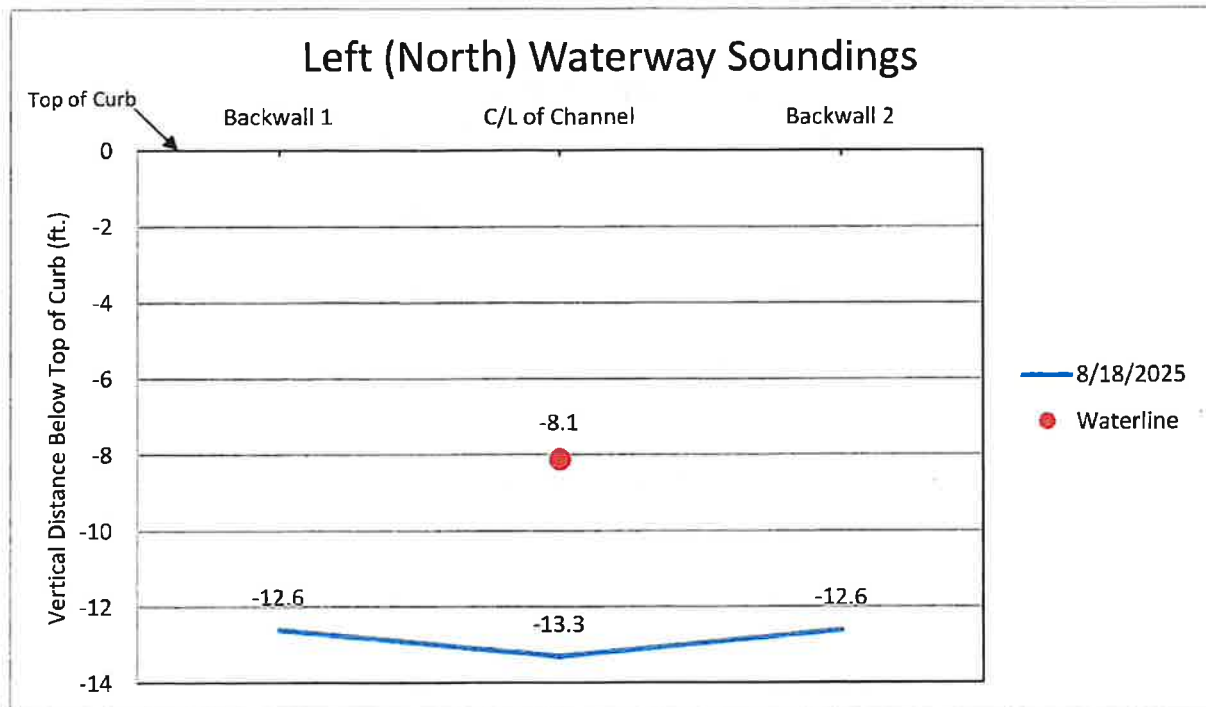
Waterline at C/L of Channel	-8.1
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Note: Channel measurements are referenced from top of concrete curb.



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Northwest Seawall		
Distance away from Bridge	Cap to Waterline (ft)	Cap to Channel Bottom (ft)
Abutment	6.5	10.8
6'	4.7	8.2
12'	3.3	6.2

Northeast Seawall		
Distance away from Bridge	Cap to Waterline (ft)	Cap to Channel Bottom (ft)
Abutment	6.2	10.4
6'	4.5	8.3
12'	2.9	6.8
18'	2.0	4.9
24'	2.0	5.5

Southwest Seawall		
Distance away from Bridge	Cap to Waterline (ft)	Cap to Channel Bottom (ft)
Abutment	10.2	13.4
6'	5.0	8.2
12'	3.4	7.2
18'	1.8	5.4
24'	2.2	5.2
30'	2.2	5.9

Southeast Seawall		
Distance away from Bridge	Cap to Waterline (ft)	Cap to Channel Bottom (ft)
Abutment	6.9	10.6
6'	5.0	8.0
12'	4.4	6.6
18'	1.9	5.2
24'	1.7	6.6
30'	1.9	6.5
36'	1.5	6.9
42'	1.5	6.7
48'	1.4	6.5
54'	1.3	6.4
60'	1.4	6.1

Original Proposal and Scope of Work



VIA Email

Neil.Gaines@leesburgflorida.gov

February 17, 2026

Neil Gaines
City of Leesburg
PO Box 490630
Leesburg, FL 34749
352-728-9786 x 3211

RE: Palm Harbor Bridge
Alternate Key # 2719524
Leesburg, Florida

Scope of Services – Halff

Introduction

Halff is pleased to present this Scope of Services to City of Leesburg for services related to the above project. Halff will provide engineering and surveying services for the Palm Harbor bridge and wall repair located in Leesburg, Florida.

Our proposal is valid for thirty (30) days and will include the following phases:

PHASE 100 TOPOGRAPHIC/RECORD SURVEY

Prepare a Topographic/Bathymetric Record Survey for engineering design purposes. The limits (shown in red on Survey Exhibit "A"- approximately 1,000 linear feet) are from the intersection of Palm Harbor Court and Palm Harbor Drive, east approximately 900 feet to Boylston Street, then 50 feet to the north and south of Boylston Street, City of Leesburg, being in Section 26, Township 19 South, Range 24 East, Lake County, Florida. Improvements will be located within the right of way with a 10-foot overlap on adjacent parcels. The survey will include recovering sufficient monumentation to establish the public rights of way to prepare the Record Survey. Horizontal locations will be on state plane coordinates North American Datum 1983/2011 adjustment (Datum), FL EAST zone (901). All surface improvements will be located within the specified limits including any ditches, evidence of utilities flagged or marked by others, above ground evidence of utilities, driveways, sidewalks, mailboxes, fences, and trees 6"+ DBH. The survey will also include a minimum of three (3) SITE CONTROL POINTS/BENCHMARKS along the corridor and will be depicted on the Record Survey. Vertical datum will be North American Vertical Datum 1988. Invert elevations on existing sewer manholes and storm structures will be measured and shown on the survey. The deliverable will be a signed/sealed Record Survey.

* ~~\$~~ 41,355.00 Total

We need to eliminate
+/- \$ 30,000.00 if possible.
Most of the reduction would
be in reduction of scope of
work in Topographic/Record Survey.
No additional Scavell repair outside of
bridge area.



2

Halff will perform a Bathymetric/Topographic Survey for the area shown below in blue on Survey Exhibit "A", Limits of survey will include from the water's edge/sea wall approximately 175 feet northerly starting in the area of Alternate Key 2696460 and 100 feet in an easterly/westerly direction and ending in the area of Alternate Key 2820284. The bathymetric data will be overlayed on the existing Topographic survey (Civil3D CAD file). The Bathymetric Survey will include spot elevations to determine a 1-foot digital terrain model. The deliverable will be a Civil 3D base file only for engineering design purposes. Any additions or modifications to the scope will be billed hourly to the Miscellaneous Surveying Services phase below.

FEE: \$28,300.00

Survey Exhibit "A"



PHASE 200 MISCELLANEOUS SURVEYING SERVICES (AS NEEDED)

Includes Sketches and Legal Descriptions, hardscape lay-out, walls, fences, columns and electric utility staking. These services will be billed at standard hourly rates **not to exceed \$5,000.00 without written authorization**. This line item eliminates the need for administrative change orders, purchase orders, etc. as through the platting process, there are unforeseen services required to meet the needs of the developer, engineers and/or municipalities

FEE: \$5,000.00

PHASE 300 PROJECT ADMINISTRATION FOR SURVEY

The scope of services shall include administrative services and field preparation necessary to coordinate all aspects of the project.

FEE: \$1,500.00



PHASE 400 PRIMARY BRIDGE REPAIR DESIGN

The CONSULTANT shall provide construction plans, quantities, and estimates of probable construction costs for the repairs contemplated. This may include field reviews as needed to determine changes to the extent of the repairs. Changes to the extent of the needed repairs shall be brought to the attention of the CITY. Plans shall include cover sheet, general notes, plan and elevation, repair details. Plan and elevation may be based on field review sketches. Anticipated repairs to be designed are:

- A. Remove sub-standard guardrail and replace with three-beam on bridge, transition to guardrail off bridge (all four quadrants).
- B. Install new wingwalls/seawall in front of existing (12-inches in front). Tree removal whose roots have pushed the wing/seawalls.
- C. Widen approach slabs
- D. Move utilities off bridge fascias and design aerial crossing supported on spread footings.
- E. Fabricform riprap and drainage flumes at approach embankments
- F. Maintenance repairs (joint replacements, railing repairs, sealing of cracks)

Inspection work shall comply with:

- 1. FDOT Structures Manual, Topic No. 625-020-018
- 2. FHWA Hydraulic Engineering Circulars

FEE: \$31,830.00

PHASE 500 SEAWALL REPAIR DESIGN (OUTSIDE BRIDGE LIMITS)

The CONSULTANT shall provide construction plans, quantities, and estimates of probable construction costs for the repairs contemplated. This may include field reviews as needed to determine changes to the extent of the repairs. Changes to the extent of the needed repairs shall be brought to the attention of the CITY. Plans shall include cover sheet, general notes, plan and elevation, repair details. Plan and elevation may be based on field review sketches.

Anticipated repairs to be designed are:

- A. Provide structural repairs to stable existing seawalls
- B. Provide new seawalls where the existing seawalls are not stable



4

Inspection work shall comply with:

1. FDOT Structures Manual, Topic No. 625-020-018
2. FHWA Hydraulic Engineering Circulars

FEE: \$9,725.00



omit

PHASE 600 TEMPORARY ROAD DESIGN

Halff will provide a Temporary Road Design for Palm Harbor Drive. This will consist of 365 LF x 20 LF of temporary stabilized road section. The plans will include Cover, Aerial, Plan, Demolition, Grading, and Details.

This does not include formal permitting/submittal to the City or St Johns River Water Management District. If a formal submittal is required a Change Order will be provided.

FEE: \$10,000.00

PHASE 700 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning and design phases. These services shall include project scheduling with regulatory agencies and public utility companies, administrative project management duties such as project timeline tracking/status review, accounting, and sub consultant vendor review, invoice review for the project.

FEE: \$3,000.00



5

PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed per Exhibit A Section II.

FEE: \$BILLED PER EXHIBIT A SECTION II



6

Our fees for the described services are outlined in the following table. We have provided "Lump Sum Fees" for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

SUMMARY FEE SCHEDULE

PHASE 100	\$ 28,300.00
PHASE 200*	\$ 5,000.00*
PHASE 300	\$ 1,500.00
PHASE 400	\$ 31,830.00
PHASE 500	\$ 9,725.00
PHASE 600	\$ 10,000.00
PHASE 700	\$ 3,000.00
PHASE 9999*	\$ BILLED PER EXHIBIT A SECTION II*
TOTAL*	\$ 84,355.00*

**Total does NOT include PHASE 200 – This will be only IF NEEDED and
PHASE 9999 – This will be Billed per Exhibit A Section II**

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- ALTA/NSPS Survey
- Boundary Survey
- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Recording of Easements
- Offsite Right-of-Way survey for utilities.
- Tree Survey
- As-built Survey
- Post-construction Improvement Survey
- Construction Staking
- Off-site Utilities Design
- Off-site Roadway or Transportation Improvements
- Pre/Post-development stormwater modeling
- Offsite Roadway Design, Access, and Right-of-Way Permitting Services
- Offsite Water and Sewer Extensions

- Offsite Infrastructure Capacity Studies/Assessments/Analysis/Designs
- Offsite Stormwater Design
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
- LEED Services
- Sign Design and Permitting
- Gas, Electric, Telephone, and/or Cable Design
- Boat Dock and Ramp Design/Permitting
- CADD Support for Environmentalist
- FEMA CLOMR
- FEMA Letter of Map Revision (LOMR)
- Flood Studies
- NPDES Permitting
- Bid Documents and Bidding
- Conditional Use Permit
- Earthwork Calculations
- Construction Administration
- Reoccurring Scheduled Progress Meetings During Permitting and Construction
- Quality Control and Construction Material Testing Services
- Rezoning
- Land Use Changes
- Franchise Utility Coordination
- Conversion of AutoCad Files to any other format
- Signing and Pavement Marking Plans
- Written Specifications
- Cost Estimating/Quantity Take-offs and/or Engineer's Opinion of Probable Construction Cost
- Subsurface Utility Engineering
- Environmental Assessment (Threatened and Endangered Assessment)/Biological Services
- Environmental Impact and Cultural Statements and Assessments, Jurisdictional Waters of the US Determination
- Architectural, Mechanical, Fire Protection, or Electrical Services
- Army Corp. of Engineers Dredge and Fill
- Florida Fish and Wildlife Conservation Commission Permit
- Wetland Flagging/Delineation
- Landscape/Irrigation Plans
- Hardscape, Walls, Entry Features
- Lighting/Photometric Design/Site Electrical Design
- Electrical Controls for Lift Stations
- Geotechnical Investigations
- Traffic Study/Impact Analysis
- Structural Design of Retaining Walls and Pond Walls
- Noise Study

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

THIS TASK ORDER is made as of the 11th day of May in the year 2026, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Avenue, Tavares, FL 32778 (hereinafter referred to as the “PROFESSIONAL”).

WHEREAS, on June 13th, 2022, pursuant to resolution 11,094, the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

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

WITNESSTH:

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

1. Recitals.

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

2. Scope of Services.

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

**Project:
PALM HARBOR DRIVE BRIDGE
REHABILITATION AND REPAIR
DESIGN SERVICES**

3. Compensation.

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$63,055.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation. [*Signature page follows.*]

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

HALFF ASSOCIATES, INC.

By: CCW

Printed: Charles C Hiott

Its: Director of Land Development, VP
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Allyson E. Berry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Grant Watson, City Attorney



VIA Email

Neil.Gaines@leesburgflorida.gov

March 19, 2026

Neil Gaines
City of Leesburg
PO Box 490630
Leesburg, FL 34749
352-728-9786 x 3211

RE: Palm Harbor Bridge
Alternate Key # 2719524
Leesburg, Florida

Scope of Services – Halff

Introduction

Halff is pleased to present this Scope of Services to City of Leesburg for services related to the above project. Halff will provide engineering and surveying services for the Palm Harbor bridge and wall repair located in Leesburg, Florida.

Our proposal is valid for thirty (30) days and will include the following phases:

PHASE 100 TOPOGRAPHIC/RECORD SURVEY

Prepare a Topographic/Bathymetric Record Survey for engineering design purposes. The limits are shown in red on Survey Exhibit "A, City of Leesburg, being in Section 26, Township 19 South, Range 24 East, Lake County, Florida. Improvements will be located within the right of way with a 10-foot overlap on adjacent parcels. The survey will include recovering sufficient monumentation to establish the public rights of way to prepare the Record Survey. Horizontal locations will be on state plane coordinates North American Datum 1983/2011 adjustment (Datum), FL EAST zone (901). All surface improvements will be located within the specified limits including any ditches, evidence of utilities flagged or marked by others, above ground evidence of utilities, driveways, sidewalks, mailboxes, fences, and trees 6"+ DBH. The survey will also include a minimum of three (3) SITE CONTROL POINTS/BENCHMARKS along the corridor and will be depicted on the Record Survey. Vertical datum will be North American Vertical Datum 1988. Invert elevations on existing sewer manholes and storm structures will be measured and shown on the survey. The deliverable will be a signed/sealed Record Survey.



Halff will perform a Bathymetric/Topographic Survey for the area shown below in blue on Survey Exhibit "A", Limits of survey will include from the water's edge/sea wall approximately 175 feet northerly starting in the area of Alternate Key 2696460 and 100 feet in an easterly/westerly direction and ending in the area of Alternate Key 2820284. The bathymetric data will be overlayed on the existing Topographic survey (Civil3D CAD file). The Bathymetric Survey will include spot elevations to determine a 1-foot digital terrain model. The deliverable will be a Civil 3D base file only for engineering design purposes. Any additions or modifications to the scope will be billed hourly to the Miscellaneous Surveying Services phase below..

FEE: \$18,500.00

Survey Exhibit "A"



PHASE 200 MISCELLANEOUS SURVEYING SERVICES (AS NEEDED)

Includes Sketches and Legal Descriptions, hardscape lay-out, walls, fences, columns and electric utility staking. These services will be billed at standard hourly rates **not to exceed \$2,000.00 without written authorization**. This line item eliminates the need for administrative change orders, purchase orders, etc. as through the platting process, there are unforeseen services required to meet the needs of the developer, engineers and/or municipalities

FEE: \$2,000.00 (AS NEEDED)

PHASE 300 PROJECT ADMINISTRATION FOR SURVEY

The scope of services shall include administrative services and field preparation necessary to coordinate all aspects of the project.

FEE: \$1,000.00



PHASE 400 PRIMARY BRIDGE REPAIR DESIGN

The CONSULTANT shall provide construction plans, quantities, and estimates of probable construction costs for the repairs contemplated. This may include field reviews as needed to determine changes to the extent of the repairs. Changes to the extent of the needed repairs shall be brought to the attention of the CITY. Plans shall include cover sheet, general notes, plan and elevation, repair details. Plan and elevation may be based on field review sketches. Anticipated repairs to be designed are:

- A. Remove sub-standard guardrail and replace with thrie-beam on bridge, transition to guardrail off bridge (all four quadrants).
- B. Install new wingwalls/seawall in front of existing (12-inches in front). Tree removal whose roots have pushed the wing/seawalls.
- C. Widen approach slabs
- D. Move utilities off bridge fascias and design aerial crossing supported on spread footings.
- E. Fabriform riprap and drainage flumes at approach embankments
- F. Maintenance repairs (joint replacements, railing repairs, sealing of cracks)

Inspection work shall comply with:

- 1. FDOT Structures Manual, Topic No. 625-020-018
- 2. FHWA Hydraulic Engineering Circulars

FEE: \$31,830.00

PHASE 500 SEAWALL REPAIR DESIGN (OUTSIDE BRIDGE LIMITS)

The CONSULTANT shall provide construction plans, quantities, and estimates of probable construction costs for the repairs contemplated. This may include field reviews as needed to determine changes to the extent of the repairs. Changes to the extent of the needed repairs shall be brought to the attention of the CITY. Plans shall include cover sheet, general notes, plan and elevation, repair details. Plan and elevation may be based on field review sketches.

Anticipated repairs to be designed are:

- A. Provide structural repairs to stable existing seawalls
- B. Provide new seawalls where the existing seawalls are not stable



Inspection work shall comply with:

1. FDOT Structures Manual, Topic No. 625-020-018
2. FHWA Hydraulic Engineering Circulars

FEE: \$9,725.00



PHASE 600 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning and design phases. These services shall include project scheduling with regulatory agencies and public utility companies, administrative project management duties such as project timeline tracking/status review, accounting, and sub consultant vendor review, invoice review for the project.

FEE: \$2,000.00

PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed per Exhibit A Section II.

FEE: \$BILLED PER EXHIBIT A SECTION II



Our fees for the described services are outlined in the following table. We have provided "Lump Sum Fees" for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

SUMMARY FEE SCHEDULE

PHASE 100	\$ 18,500.00
PHASE 200*	\$ 2,000.00 (AS NEEDED)*
PHASE 300	\$ 1,000.00
PHASE 400	\$ 31,830.00
PHASE 500	\$ 9,725.00
PHASE 600	\$ 2,000.00
PHASE 9999*	\$ BILLED PER EXHBIT A SECTION II*
TOTAL*	\$ 63,055.00*

**Total does NOT include PHASE 200 – This will be only IF NEEDED and
PHASE 9999 – This will be Billed per Exhibit A Section II**

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- ALTA/NSPS Survey
- Boundary Survey
- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Recording of Easements
- Offsite Right-of-Way survey for utilities.
- Tree Survey
- As-built Survey
- Post-construction Improvement Survey
- Construction Staking
- Off-site Utilities Design
- Off-site Roadway or Transportation Improvements
- Pre/Post-development stormwater modeling
- Offsite Roadway Design, Access, and Right-of-Way Permitting Services
- Offsite Water and Sewer Extensions



- Offsite Infrastructure Capacity Studies/Assessments/Analysis/Designs
- Offsite Stormwater Design
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
- LEED Services
- Sign Design and Permitting
- Gas, Electric, Telephone, and/or Cable Design
- Boat Dock and Ramp Design/Permitting
- CADD Support for Environmentalist
- FEMA CLOMR
- FEMA Letter of Map Revision (LOMR)
- Flood Studies
- NPDES Permitting
- Bid Documents and Bidding
- Conditional Use Permit
- Earthwork Calculations
- Construction Administration
- Reoccurring Scheduled Progress Meetings During Permitting and Construction
- Quality Control and Construction Material Testing Services
- Rezoning
- Land Use Changes
- Franchise Utility Coordination
- Conversion of AutoCad Files to any other format
- Signing and Pavement Marking Plans
- Written Specifications
- Cost Estimating/Quantity Take-offs and/or Engineer's Opinion of Probable Construction Cost
- Subsurface Utility Engineering
- Environmental Assessment (Threatened and Endangered Assessment)/Biological Services
- Environmental Impact and Cultural Statements and Assessments, Jurisdictional Waters of the US Determination
- Architectural, Mechanical, Fire Protection, or Electrical Services
- Army Corp. of Engineers Dredge and Fill
- Florida Fish and Wildlife Conservation Commission Permit
- Wetland Flagging/Delineation
- Landscape/Irrigation Plans
- Hardscape, Walls, Entry Features
- Lighting/Photometric Design/Site Electrical Design
- Electrical Controls for Lift Stations
- Geotechnical Investigations
- Traffic Study/Impact Analysis
- Structural Design of Retaining Walls and Pond Walls
- Noise Study



- RGB Submittals
- Advance of permit fees, impact fees, title search fees, recording or advertising fees (all fees by CLIENT)
- The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.
- City of Leesburg Permitting is not included
- St Johns River Water Management District Permitting is not included



**Halff Associates, Inc.
2026 Engineering Labor Rates (FL)**

Labor Categories	Hourly Base Rate for 2026	Hourly Base Rate + 4% for 2027	Hourly Base Rate + 4% for 2028
<u>Engineers</u>			
Principal/Officer	\$375	\$390	\$405
Engineer V	\$305	\$317	\$330
Engineer IV	\$240	\$250	\$260
Engineer III	\$200	\$208	\$216
Engineer II	\$165	\$172	\$179
Engineer I	\$135	\$140	\$145
Tech V	\$195	\$203	\$211
Tech IV	\$160	\$166	\$173
Tech III	\$135	\$140	\$145
Tech II	\$105	\$109	\$113
Project Coordinator	\$105	\$109	\$113
CEI Inspector	\$100	\$104	\$108
<u>Surveyors</u>			
Principal/Officer	\$280	\$291	\$303
Sr. RPLS/PSM	\$245	\$255	\$265
RPLS/PSM	\$190	\$198	\$206
Survey/Geospatial Manager	\$190	\$198	\$206
Sr. Survey Tech/Sr. GSP Tech/SIT	\$135	\$140	\$145
Survey Tech/GSP Tech	\$120	\$125	\$130
3-Man Survey Crew	\$290	\$302	\$314
2-Man Survey Crew	\$220	\$229	\$238
1-Man Survey Crew	\$140	\$145	\$151
Clerical	\$95	\$99	\$103
<u>Environmental Scientists</u>			
Scientist V	\$360	\$374	\$389
Scientist IV	\$270	\$281	\$292
Scientist III	\$200	\$208	\$216
Scientist II	\$150	\$156	\$162
Scientist I	\$120	\$125	\$130
<u>Landscape Architects</u>			
Landscape/Planner V	\$360	\$374	\$389
Landscape/Planner IV	\$240	\$250	\$260
Landscape/Planner III	\$180	\$187	\$194
Landscape/Planner II	\$155	\$161	\$167
Landscape/Planner I	\$135	\$140	\$145

Notes:

1 – These rates will increase 4% annually for the duration of the contract.

2 – Per Diem (Meals): \$68/day

3 – All other direct costs (ODC), such as materials, subcontractors, deed research, or hotels will be billed at cost plus 10%.

4 – Current IRS Mileage is \$0.70 per mile

(*) Includes Mobilization Fee

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

APPROVED

Engineer: Halff Associates, Inc.

Signature: CCW

Name: Charles C Hiott

Title: Director of Land Development, VP

Date: March 19, 2026

APPROVED

Client:

Signature: _____

Name: _____

Title: _____

Date: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: May 11, 2026

From: Cliff Kelsey, (Public Works Director)

Subject: Purchase request by the Public Works Fleet Department for one (1) new 2027 Kenworth T880, Cab and Chassis Truck 952,000 lbs., (4x6) from Florida Kenworth, LLC utilizing the Florida Sheriff Association, Contract No. FSA25-VEH23.0, for a total purchase cost of \$183,385.00.

Staff Recommendation:

Staff recommends that the City Commission approve the purchase of one (1) new 2027 Kenworth T880 Cab and Chassis Truck from Florida Kenworth, LLC, in the amount of \$183,385.00, pursuant to Florida Sheriff Association Contract No. FSA25-VEH23.0.

Analysis:

The Public Works Fleet Department is requesting authorization to replace Unit 349, an aging Dump truck that has reached the end of its useful service life. The acquisition of a new 2027 Kenworth T880 (52,000 lbs., 4x6 configuration) is necessary to maintain reliable and safe operations within the Public Works Department.

The replacement vehicle will enhance operational efficiency, reduce recurring maintenance expenditures associated with aging equipment, and ensure the department's continued ability to deliver essential public services without interruption.

Procurement Analysis:

The City is utilizing a piggyback procurement method through an existing competitively solicited and awarded cooperative contract with the Florida Sheriff Association (Contract No. FSA25-VEH23.0). A formal quote was obtained from Florida Kenworth, LLC, the designated contract holder, in full accordance with the terms of this agreement.

This procurement approach is compliant with applicable purchasing guidelines and ensures the City benefits from competitively negotiated pricing.

Options:

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

Fiscal Impact:

The current Fleet Replacement Capital Account includes funds for this purchase.

Account No. 51051995196413

Project No. FLEET

WF No. WF1677148/1

Requisition 58523

Budget \$183,500.00

Available \$183,500.00

April 28, 2026



Florida Kenworth LLC.

Prepared For: Chad Conklin
 City of Leesburg
 550 N 14th Street
 Leesburg, Florida 34748
 (352) 728-9786
Chad.Conklin@leesburgflorida.g

Florida Sheriffs Bid

FSA25-VEH23.0 Heavy Trucks and Buses
 Item #: 79 Kenworth T880, T880

1800 N. Orange Blossom Trail
 Orlando, FL 32804

Contact: Chuck Lindon
 Office: (407) 425-3170
 Mobile: (407) 730-0202
 Email: chuck.lindon@csntruck.com

Code	Bid Specification – Options	Quantity	1
		Price	Extension
	2027 Kenworth T880	132,984.00	132,984.00
DISCOUNT	T480 Discount	(14,000.00)	(14,000.00)
05UNP	Paccar PX-9 370 hp	(3,454.00)	(3,454.00)
2011613	Allison 3000RDS 6 spd With PTO Provision	11,262.00	11,262.00
66K GVW	66K GVW Pkg: 20K FA, 46K RA, Suspension, DBL Frame, Steering, Front Tires	18,525.00	18,525.00
5245263	Front / Rear Aluminum Wheels (10)	3,361.00	3,361.00
8850823	Hood mounted mirror (Quantity 2)	470.00	470.00
8890135	Exterior stainless steel sunvisor	900.00	900.00
BUC	Back up Camera - Wireless	Included	-
AWELD	(6) Total Strokes, (2) Grill, (2) Front Fenders & (2) Rear	Included	-
9490206 / 9490404	Cab Fire Extinguisher & Safety Triangles	207.00	207.00
16ft Dump Body	16' Dump Body with PTO for Allison - OX Stampede	33,130.00	33,130.00
AR450			
05UNP	25 Ton Pintle Hitch With Electric Brake controller	Included	-
05UNP	Window Tint	Included	-
	5 Keys	Included	
TEMP TAG	Temporary Tag	Included	
NEWTAG	New tag: state / city / county	Included	
 FSA AWARDED CONTRACT flsheriffs.org 850-877-2165 cpp@flsheriffs.org			
Note: All Options Reference FSA25-VEH23.0 Specifications - Item #: 79			
Total Price:		\$ 183,385.00	\$ 183,385.00

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 79, Kenworth, T880, T880

Zone	Rank	Vendor	Price
Western			
Northern	Primary	Florida Kenworth, LLC	\$137,984.00
	Alternate	Kenworth of Jacksonville	\$141,410.00
Central	Primary	Florida Kenworth, LLC	\$132,984.00
	Alternate	All Roads Kenworth, LLC.	\$138,190.00
Southern	Primary	Florida Kenworth, LLC	\$132,984.00
	Alternate	All Roads Kenworth, LLC.	\$138,190.00

Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4×6**Found In:****Cab & Chassis Trucks****Contract Awards:****FSA25-VEH23.0: Heavy Trucks & Buses****Contract #:****FSA25-VEH23.0: Heavy Trucks and Busses****M2****Reference:**

<https://flsheriffs.org/purchasingprogram/product/cab-and-chassis-trucks-52000-lbs-gvwr-truck-4x6-fsa25veh23/>

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEH23.0 Heavy Trucks and Buses (“Contract” or “Agreement”) shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027. Ref: <https://flsheriffs.org/wp-content/uploads/2025/09/FSA25-VEH23.0-Contract-Terms-and-Conditions-10012025.pdf>.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: May 11, 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 Task Order with Halff Associates Inc., for the Cutrale Wastewater Treatment Plant Evaluation; and providing an effective date.

Staff Recommendation:

Staff recommends the execution of a Task Order with Halff Associates Inc. for the Cutrale Wastewater Treatment Plant Evaluation, for an amount not to exceed \$67,900.00.

Analysis:

The Cutrale Wastewater Treatment Plant (WWTP) is an industrial facility that was historically used to treat wastewater generated from orange processing operations prior to being taken out of service in 2024. This analysis will evaluate the feasibility of repurposing the existing facility to provide treatment of domestic wastewater, including consideration of system capacity, condition, regulatory compliance requirements, and necessary modifications to support such conversion.

Procurement Analysis:

Pursuant to Resolution No. 11,094, dated June 13, 2022, Halff Associates, Inc. has been authorized to provide professional services on a continuing basis. This Task Order is issued in accordance with the terms and conditions established under that continuing services agreement.

Options:

1. Approve the Halff Associates Inc, Inc. Task Order for design services and repair; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This was not included in the current Wastewater budget. A budget adjustment will be processed to add this to the current budget.

Account No. 04440215353110

Requisition 58521

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A TASK ORDER WITH HALFF ASSOCIATES
INC., FOR THE CUTRALE WASTEWATER TREATMENT PLANT
EVALUATION; 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 Halff Associates, Inc., whose address is 902 North Sinclair Avenue, Tavares, FL 32778, for a Task Order related to the evaluation of the Cutrale Wastewater Treatment Plant.

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 11th day of May 2026.

Mayor

ATTEST:

City Clerk

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

THIS TASK ORDER is made as of the 11th of May in the year 2026, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **HALFF ASSOCIATES, INC.**, whose address is 902 North Sinclair Avenue, Tavares, FL 32778 (hereinafter referred to as the “PROFESSIONAL”).

WITNESSTH:

WHEREAS, on January, 12, 2026, pursuant to resolution 12,176, the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into this Written Task Order (hereinafter referred to as “Task Order”) for professional services providing on the below reference project.

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Scope of Services.** The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal (Attachment ‘A’) for the:

Project:

CUTRALE WASTEWATER TREATMENT PLANT EVALUATION

3. **Compensation.** The PROFESSIONAL shall perform the Scope of Services for an amount of **\$67,900**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving additional Services and additional compensation. [Signature page follows.]

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

HALFF ASSOCIATES, INC.

By: 

Printed: Robert Ern, P.E.

Its: Director, Water/ Wastewater, VP
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Allyson E. Berry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Grant Watson, City Attorney



VIA Email

Cliff.Kelsey@leesburgflorida.gov

March 11, 2026

Cliff Kelsey
Director of Public Works
Leesburg Public Works Department
550 South 14th Street
Leesburg, Florida 34748

RE: City of Leesburg Cutrale Wastewater Treatment Plant Evaluation

Introduction

Halff Associates, Inc. is pleased to submit this Proposal to the City of Leesburg for professional services related to the Cutrale Wastewater Treatment Plant (WWTP) Evaluation. The Cutrale WWTP is an industrial wastewater treatment plant that was utilized for the treatment of wastewater generated from the processing of oranges prior to being taken out of service in 2024. The feasibility of using the WWTP to provide treatment of domestic wastewater will be evaluated. The following tasks are proposed as part of the project:

PHASE 100 Feasibility Study

Halff will evaluate the feasibility of the Cutrale WWTP to treat domestic wastewater. The feasibility study will include the following components:

- Visual condition assessment of the existing equipment and tankage at the Cutrale WWTP to identify inoperable equipment and equipment in need of repair or replacement.
- Evaluation of the existing Cutrale WWTP process and recommendations for improvements to support the treatment of domestic wastewater, including modification of the biological process to provide denitrification, and the addition of filtration and disinfection facilities. It is also anticipated that a new headworks including screening and grit removal will be needed. Due to site constraints, it is anticipated that some improvements may need to be constructed at the City's Canal Street WWTF.
- Determine the capacity of the Cutrale WWTP to treat domestic wastewater after implementation of the recommended improvements.



- Determine if the City's collection system can be modified to direct raw wastewater flows directly to the Cutrale WWTP, reducing the flow to the Canal Street WWTF and eliminating the need to pump raw wastewater flow from Canal Street to Cutrale.
- Review the capacity of the Cutrale effluent spray field in the vicinity of Shady Acres Road and determine how to integrate the spray field into the City's effluent management strategy.
- Develop a conceptual opinion of probable construction cost for the recommended improvements, as well as a conceptual opinion of probable construction cost for the addition of equivalent capacity through an expansion of the City's Canal Street WWTF.
- Provide a cost-benefit analysis comparing the costs for purchasing the Cutrale WWTP versus the cost of expanding the Canal Street WWTP, based upon the potential treatment capacity to be gained with the purchase.
- Conduct a pre-application meeting with FDEP to discuss the feasibility of permitting the conversion of the Cutrale WWTP to treat domestic wastewater and determine permit requirements.

FEE: \$66,900.00

PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$1,000.00 (BUDGET)



Our fees for the described services are outlined in the following table. We have provided “Lump Sum Fees” for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

SUMMARY FEE SCHEDULE

PHASE 100	\$66,900.00
PHASE 9999 *	\$1,000.00 (BUDGET)
TOTAL*	\$67,900.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- Boundary or Topographic Survey
- Sketches or legal descriptions for utility easements or right of way acquisition
- Hydraulic Modeling
- Preliminary or Final Engineering Design
- Bidding Support or Construction Administration
- Permitting or Payment of Permit Fees



**Halff Associates, Inc.
2026 Engineering Labor Rates (FL)**

Labor Categories	Hourly Base Rate for 2026	Hourly Base Rate + 4% for 2027	Hourly Base Rate + 4% for 2028
<u>Engineers</u>			
Principal/Officer	\$375	\$390	\$405
Engineer V	\$305	\$317	\$330
Engineer IV	\$240	\$250	\$260
Engineer III	\$200	\$208	\$216
Engineer II	\$165	\$172	\$179
Engineer I	\$135	\$140	\$145
Tech V	\$195	\$203	\$211
Tech IV	\$160	\$166	\$173
Tech III	\$135	\$140	\$145
Tech II	\$105	\$109	\$113
Project Coordinator	\$105	\$109	\$113
CEI Inspector	\$100	\$104	\$108
<u>Surveyors</u>			
Principal/Officer	\$280	\$291	\$303
Sr. RPLS/PSM	\$245	\$255	\$265
RPLS/PSM	\$190	\$198	\$206
Survey/Geospatial Manager	\$190	\$198	\$206
Sr. Survey Tech/Sr. GSP Tech/SIT	\$135	\$140	\$145
Survey Tech/GSP Tech	\$120	\$125	\$130
3-Man Survey Crew	\$290	\$302	\$314
2-Man Survey Crew	\$220	\$229	\$238
1-Man Survey Crew	\$140	\$145	\$151
Clerical	\$95	\$99	\$103
<u>Environmental Scientists</u>			
Scientist V	\$360	\$374	\$389
Scientist IV	\$270	\$281	\$292
Scientist III	\$200	\$208	\$216
Scientist II	\$150	\$156	\$162
Scientist I	\$120	\$125	\$130
<u>Landscape Architects</u>			
Landscape/Planner V	\$360	\$374	\$389
Landscape/Planner IV	\$240	\$250	\$260
Landscape/Planner III	\$180	\$187	\$194
Landscape/Planner II	\$155	\$161	\$167
Landscape/Planner I	\$135	\$140	\$145

Notes:

1 – These rates will increase 4% annually for the duration of the contract.

2 – Per Diem (Meals): \$68/day

3 – All other direct costs (ODC), such as materials, subcontractors, deed research, or hotels will be billed at cost plus 10%.

4 – Current IRS Mileage is \$0.70 per mile

(*) Includes Mobilization Fee

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

APPROVED

Engineer: Halff Associates, Inc.

Signature: 

Name: Robert Ern, P.E.

Title: Director Water/ Wastewater, VP

Date: March 11, 2026

APPROVED

Client:

Signature: _____

Name: _____

Title: _____

Date: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: May 11, 2026

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Satisfaction of Mortgage for property located at Lot 111, Overlook at Lake Griffin, 2120 Nicolle Way, owned by Kendria Williams as part of the Neighborhood Stabilization Program; providing an effective date of May 16, 2026.

Staff Recommendation:

Authorizing the execution of a satisfaction of mortgage for property owned by Kendria Williams.

Analysis:

As part of the Neighborhood Stabilization Program, a subordinate mortgage was recorded for a 15-year period for the property located at Lot 111, Overlook at Lake Griffin (2120 Nicolle Way, Leesburg, FL).

The 15-year affordability period will be met on May 16, 2026; therefore, a satisfaction of mortgage is required to be executed and recorded to release the subordinate mortgage.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
SATISFACTION OF MORTGAGE FOR PROPERTY LOCATED AT LOT 111,
OVERLOOK AT LAKE GRIFFIN, 2120 NICOLLETT WAY, OWNED BY
KENDRIA WILLIAMS AS PART OF THE NEIGHBORHOOD
STABILIZATION PROGRAM; PROVIDING AN EFFECTIVE DATE OF MAY
16, 2026.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a satisfaction of mortgage for property located at Lot 111, Overlook at Lake Griffin, 2120 Nicollett Way, Leesburg, Florida 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of May 2026.

Mayor

ATTEST:

City Clerk

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

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that, **THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation**, 501 West Meadow Street, Leesburg, Florida 34748, as the owner and holder of that certain Mortgage executed by **KENDRIA WILLIAMS**, dated May 16, 2011, and recorded on May 18, 2011, in O.R. Book 4033, Page 2221, of the Public Records of Lake County, Florida, against the following described real property in Lake County, Florida:

Lot 111, Overlook at Lake Griffin, according to the plat thereof recorded in Plat Book 54, Page 20, Public Records of Lake County, Florida.

Parcel ID Number: 15-19-24-1500-000-11100

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

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Allyson Berry, Mayor

Attest:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Grant Watson, City Attorney

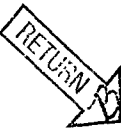
Printed Name

STATE OF FLORIDA
COUNTY OF LAKE

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

(SEAL)

Notary Public
Commission Expires: _____



THIS DOCUMENT PREPARED BY/RETURN TO:
Fred A. Morrison/pd
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, FL 34749-1357

WARRANTY DEED

(RESERVED FOR RECORDING)

THIS INDENTURE made this 13 day of May, 2011, between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, grantor*, and **Kendria Williams, an unmarried person**, whose post office address is 216 Tanglewood Drive, Leesburg, FL 34748, Grantee*.

**Grantor* and *Grantee* are used for singular or plural, as context requires.

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable considerations to said grantor in hand paid by grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following-described land, situate and being in Lake County, Florida, to-wit:

Lot 111, OVERLOOK AT LAKE GRIFFIN, according to the map or plat thereof as recorded in Plat Book 54, Page 20, Public Records of Lake County, Florida.

SUBJECT TO easements and reservations of record, if any, but this instrument shall not operate to reimpose the same. Specifically and without limiting the generality of the foregoing, and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantor has hereunto set grantor's hand and seal the day and year first above written.

Karen Hickson
(Signature of Witness)
KAREN HICKSON
(Print Name of Witness)
Pam Hester
(Signature of Witness)
Pam Hester
(Print Name of Witness)

THE CITY OF LEESBURG, FLORIDA
By: Bill Polk
Bill Polk, Mayor
Attest: Betty Richardson
Betty Richardson, City Clerk

(OFFICIAL SEAL)

**STATE OF FLORIDA
COUNTY OF LAKE**

EXECUTION of the foregoing instrument was acknowledged before me this 13 day of May, 2011, by **Bill Polk and Betty Richardson**, the Mayor and Clerk, respectively, for The City of Leesburg, Florida, and such persons were either [CHECK ONE] (a) personally known to me, or (b) produced as identification.

Teresa Braddy Bagwell
NOTARY PUBLIC-State of Florida
TERESA BRADDY BAGWELL
Printed or typed name of Notary

Commission Number TERESA BRADDY-BAGWELL
Notary Public - State of Florida
Commission Expires Oct 19, 2012
Commission # DD 832228



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

Mortgage

RESERVED FOR RECORDING

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$28,900.00, LESS CREDITS ACCRUED PER THE ATTACHED NOTE, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE

THIS MORTGAGE executed this 16th day of May, 2011, by **KENDRIA WILLIAMS**, an **unmarried person** (jointly and severally, if more than one, referred to as "Mortgagor"), whose address is 2120 Nicolle Way, Leesburg, FL 34748, to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose address is P.O. Box 490630, Leesburg, Florida 34749 – 0630,

WITNESSETH:

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

Lot 111, Overlook at Lake Griffin, according to the plat thereof recorded in Plat Book 54, Page 20, Public Records of Lake County, Florida.

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

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

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

Mortgagor and Mortgagee covenant and agree as follows:

1. Mortgagor shall pay to Mortgagee the monies due under the terms of the Mortgage Note, of even date, hereinafter substantially copied or identified, to-wit (the "Note"): SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF. Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and/or Mortgage. Should Mortgagor perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

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

Provided that, as provided in the Note, no payments shall be required under this Mortgage as long as the mortgaged property remains occupied by Mortgagor as Mortgagor's primary residence, and the mortgaged property is not conveyed or transferred, rented, leased, or subleased for a period of fifteen (15) years, then this Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable

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

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

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

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

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

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

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

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

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

6. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the mortgaged property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of the First Mortgage. In the event of a total taking of the mortgage property, the proceeds shall be applied to the sums secured by this Mortgagee, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the mortgaged property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

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

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

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

8. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the mortgaged property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce the laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the mortgaged property and Mortgagee's rights in the mortgaged property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage (including sums secured by the First Mortgage), appearing in court, paying reasonable attorneys' fees and entering on the mortgaged property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagor does not have to do so. Any amounts disbursed by Mortgagee under this paragraph shall become additional debt to Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at highest legal rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment. Mortgagee and Mortgagor further agree that a default hereunder

shall constitute a default under the First Mortgage. In the event of a default hereunder, the holder of the First Mortgage shall have the right to exercise all rights and remedies under the First Mortgage.

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

10. This Mortgage shall be governed by federal law and the law of the State of Florida. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and Note are declared to be severable.

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

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

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

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

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

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the mortgaged property and any hazardous substance or environmental law of which Mortgagor has

actual knowledge. If mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the mortgaged property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with environmental law. Prior to taking any such remedial action, however, the Mortgagor shall notify the holder of the First Mortgage that such remedial action is necessary and shall obtain the written consent of the holder of the First Mortgage for such remedial action. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph "environmental law" means federal laws and laws of the jurisdiction where the mortgaged property is located that relate to health, safety or environmental protection.

13. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor (a) pays Mortgagee all sums which then would be due under this Mortgage and Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements or First Mortgage; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to court costs, service of process and reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the mortgaged property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration prompted by Mortgagor's default under the provisions of paragraph 11.

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

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

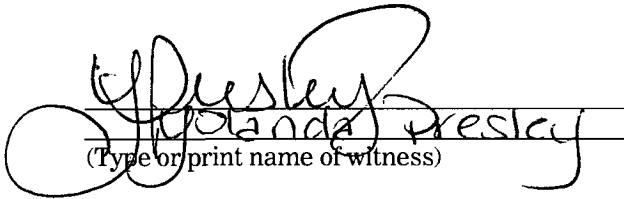
16. This Mortgage shall inure to the benefit and bind the heirs, legal representatives, assigns and successors of Mortgagor and Mortgagee.

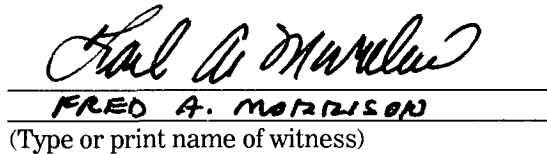
THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$28,900.00, LESS CREDITS ACCRUED PER THE ATTACHED NOTE, TOGETHER WITH ACCRUED

INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE
UNDER THE TERMS OF THIS MORTGAGE.

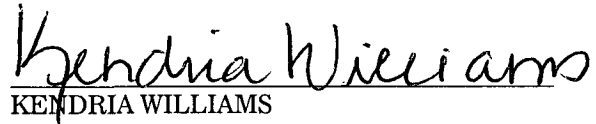
IN WITNESS WHEREOF, Mortgagor has set his or her hand and seal to this instrument.

WITNESSES:


(Type or print name of witness)

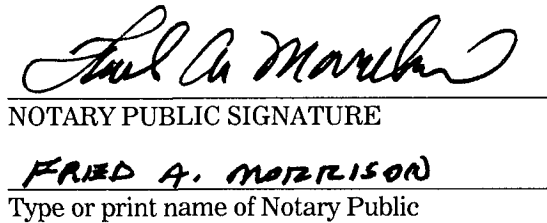

FRED A. MORRISON
(Type or print name of witness)

MORTGAGOR:


KENDRIA WILLIAMS

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Kendria Williams, an unmarried person, who acknowledged before me on the 16th day of May, 2011, that (s)he executed the foregoing instrument, and who was either {CHECK ONE} ☐ personally known to me, or who ☒ produced FLA. Driver License as identification.


NOTARY PUBLIC SIGNATURE
FRED A. MORRISON
Type or print name of Notary Public

Commission Number

Commission Expiration Date



FRED A. MORRISON
MY COMMISSION # DD 735595
EXPIRES: November 18, 2011
Bonded Thru Budget Notary Services

MORTGAGE NOTE

\$28,900.00

May 16, 2011
Leesburg, Florida

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one), promises to pay to THE CITY OF LEESBURG, FLORIDA (which together with its successors and assigns is called "Payee"), a Florida municipal corporation, or order, the manner herein specified, the sum of \$28,900.00, in the manner specified herein. The principal shall be payable in lawful money of the United States of America to the Payee at P.O. Box 761, Apopka, Florida 32704, or at such a place as may hereafter be designated by written notice from Payee to the maker hereof. This promissory Note and the mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this promissory note. Repayment of this promissory Note shall take place in the following manner:

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

The indebtedness created hereunder shall be permanently forgiven fifteen (15) years after the date of execution of this promissory note. The purpose of this provision is to ensure that the property subject to the lien of the mortgage is owner-occupied for a period of at least fifteen (15) years. The indebtedness shall be reduced automatically by 6.66% of the outstanding principal on an annual basis which shall begin one year and one month from the date of the closing or when the maker takes occupancy of the subject property, whichever is the last to occur.

The maker of this promissory Note will be required to pay to the Payee 100% of the indebtedness if he or she sells, transfers, no longer occupies, rents, or refinances the property within fifteen (15) years, which shall begin upon execution of this Note. If the mortgaged property is sold, transferred or ceases to be used for an eligible NSP activity and/or use as provided for in the NSP federal guidelines and all applicable Titles of the USC and/or CFR statutes within a period of fifteen (15) years after the effective date of this Note, the Maker shall repay to Payee a sum equal to the full amount of the promissory Note, as set forth above, subject to the availability based on net proceeds. Net proceeds are defined as the amount available from the sale, less non-NSP debt recorded prior to the date of Subordinate Mortgage, and closing costs. If the amount of net proceeds is not sufficient to repay the entire Note amount, then the amount to be repaid shall be as follows: $\text{Note repayment amount} = \text{DPL amount} \div (\text{DPL amount} + \text{amount of any Maker's capital investment})$ multiplied by the net sale proceeds.

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

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

1. The sale of the mortgaged property within fifteen (15) years of the execution of this promissory Note, by maker or maker's successors.
2. Leasing, renting or refinancing of the mortgaged property within fifteen (15) years of the date of execution of this promissory Note and Subordinate Mortgage.
3. The destruction or abandonment of the mortgaged property by maker or maker's successors.

4. Failure to pay applicable property taxes and assessments on the mortgaged property.
5. Failure to maintain adequate hazard insurance on the mortgaged property and improvement located thereon.
6. Failure to comply with the terms and conditions of the accompanying Subordinate Mortgage.
7. Failure to comply with the terms and conditions of the First Mortgage creating a lien on the mortgaged property, as described in Subordinate Mortgage.

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

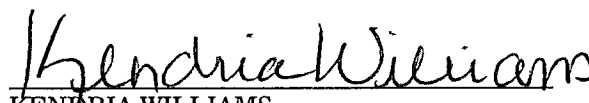
MISCELLANEOUS PROVISIONS. This promissory Note shall be subordinate to the indebtedness secured by any mortgage as approved by Payee.

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

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

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

IN WITNESS WHEREOF, the Maker has executed this Promissory Note on the 16th day of May, 2011.


KENDRIA WILLIAMS

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: May 11, 2026

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Gary and Holly Gray Family Trust dated July 29, 2025, joined by Citizens First Bank; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from Gary and Holly Gray Family Trust Dated July 29, 2025, and Joinder and Consent to Utility Easement from Citizens First Bank.

Analysis:

Gary and Holly Gray Family Trust Dated July 29, 2025, are granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM GARY AND HOLLY GRAY
FAMILY TRUST DATED JULY 29, 2025, JOINED BY CITIZENS FIRST BANK;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Gary and Holly Gray Family Trust Dated July 29, 2025, joined by Citizens First Bank, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of May 2026.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") on this 07 day of April 2026, is hereby granted by **GARY AND HOLLY GRAY FAMILY TRUST DATED JULY 29, 2025 ("GRANTOR,"**) to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

WITNESSES:

GRANTOR:

GARY AND HOLLY GRAY FAMILY
TRUST DATED JULY 29, 2025

Walter K Hime/sbArd
Signature
Walter K Hime/sbArd
Printed Name
2309 Ocof/g St Leesburg, FL
Postal Address

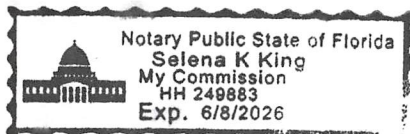
By: [Signature]
Gary Gray, Trustee

By: [Signature]
Holly Gray, Trustee

Natalie Kraemer
Signature
Natalie Kraemer
Printed Name
2306 mahoney Ave. Leesburg FL
Postal Address

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of April, 2026, by Gary Gray and Holly Gray, as Trustees of the Gary and Holly Gray Family Trust dated July 29, 2025, who is ☒ personally known to me or ☐ who produced the following identification:



My Commission Number:
My Expiration Date:

[Signature]
Notary Public Signature
Selena K. King
Notary Public Name

(seal)

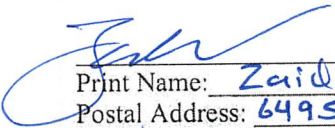
JOINDER AND CONSENT TO UTILITY EASEMENT

CITIZENS FIRST BANK, whose mailing address is 1050 Lake Sumter, The Villages, Florida 32162 (Lender"), hereby certifies that it is the owner and holder of a mortgage, lien, or other encumbrance upon the property shown and described in the **Utility Easement** attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **GARY AND HOLLY GRAY FAMILY TRUST DATED JULY 29, 2025** and the **CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation; and agrees that its interest in the property by virtue of the Mortgage dated October 15, 2025, and recorded on October 21, 2025, in O.R. Book 6618, Page 346, Public Records of Lake County, Florida, encumbering the property described in the foregoing Utility Easement. Lender hereby joins in and consents to the granting of said Utility Easement and agrees that its Mortgage shall be and remain subordinate to the Utility Easement granted herein.

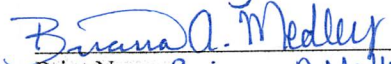
Signed and sealed in the presence of:

WITNESSES

CITIZENS FIRST BANK


Print Name: Zaida Colan
Postal Address: 6495 Powell Rd
The Villages FL 32163

By: 
Print Name: Tiffany Sheehan
Title: VP Loan ops Officer

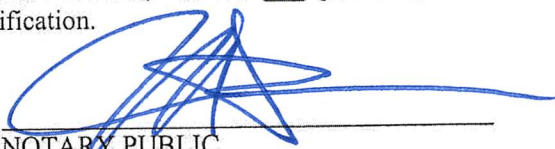

Print Name: Brianna A Medley
Postal Address: 6495 Powell Rd
The Villages FL 32163

STATE OF FLORIDA

COUNTY OF Sumter

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 15th day of April, 2026, by Tiffany Sheehan, as VP Loan Ops Officer of CITIZENS FIRST BANK, who is ☒ personally known or produced _____ as identification.

(Seal)


NOTARY PUBLIC



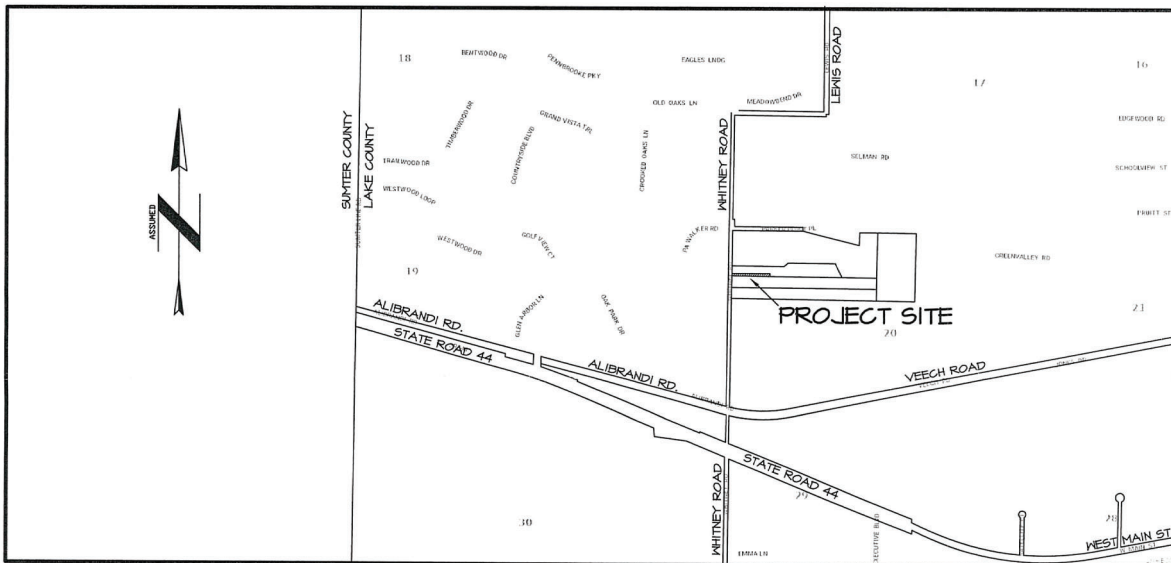
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA
NOT A BOUNDARY SURVEY

DESCRIPTION:

BEING A 10.00 FEET WIDE UTILITY EASEMENT IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20, THENCE N.
00°29'02" E. ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF
330.06 FEET; THENCE S. 89°47'12" E. DEPARTING SAID WEST LINE, A DISTANCE OF 25.00 TO THE EAST
RIGHT-OF-WAY LINE OF WHITNEY ROAD AND THE POINT OF BEGINNING; THENCE N. 00°29'02" E.
ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE S. 89°47'21" E. DEPARTING
SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 450.00 FEET; THENCE S. 00°12'39" W., A DISTANCE OF
10.00 FEET; THENCE N. 89°47'21" W., A DISTANCE OF 450.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,500 SQUARE FEET / 0.10 ACRES, MORE OR LESS.



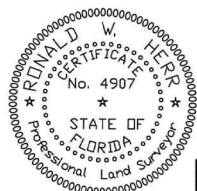
VICINITY MAP
(NOT TO SCALE)

SKETCH OF DESCRIPTION
OF 10.00' WIDE UTILITY EASEMENT
certified to:
GARY & HOLLY B. GRAY
and
CITY OF LEESBURG

SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)

DRAWN BY: R.W.H.	DATE: 02/11/26
CHECKED BY: D.C.W.	DRAWING NO.: B-20903
FILE: SURVEY25\25-1221	SHEET 1 OF 2

Ronald W. Herr
RONALD W. HERR
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4907



PHONE: (352)753-6511

FAX: (352)753-0374

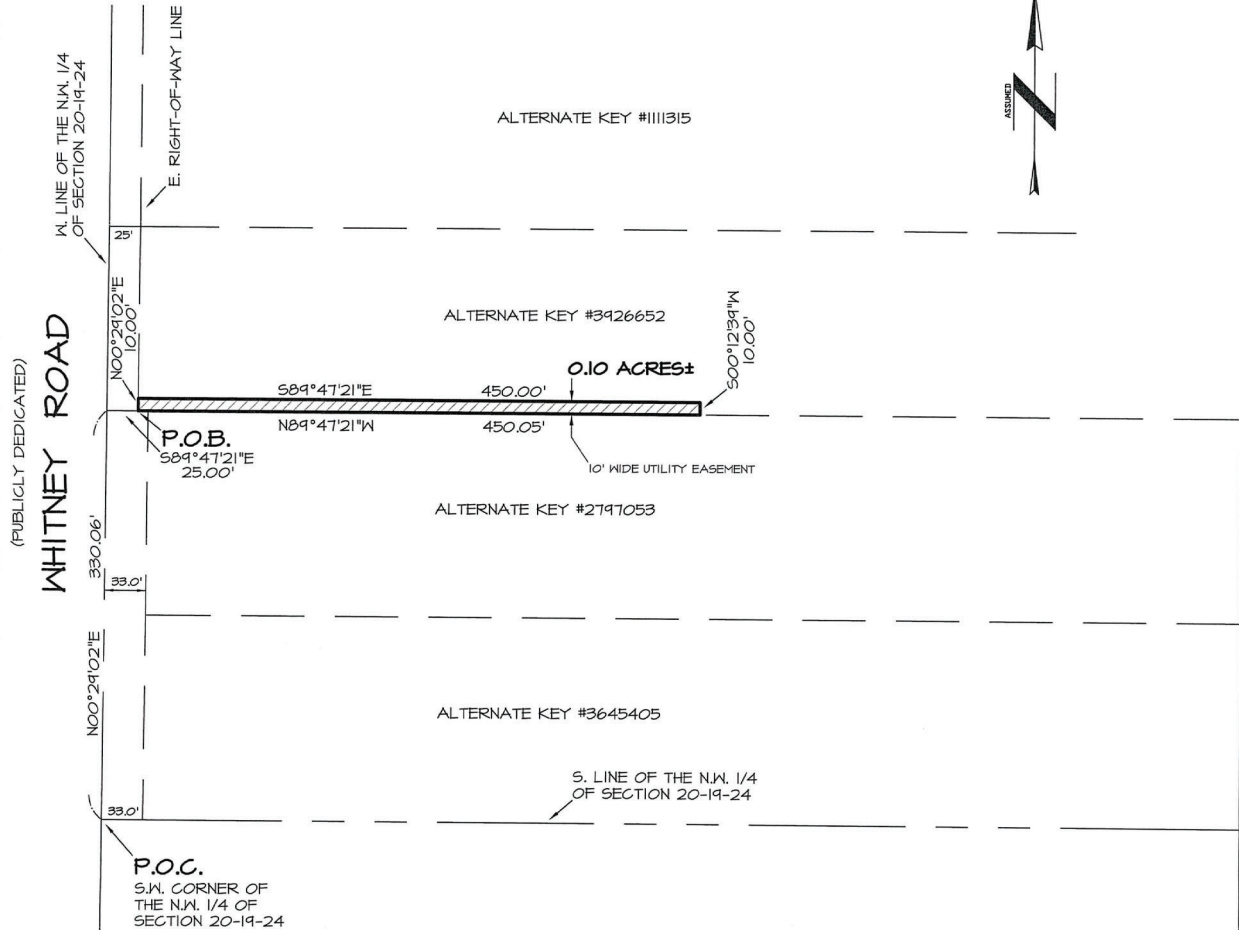
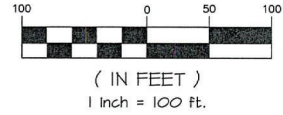
WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6514

1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA
NOT A BOUNDARY SURVEY

GRAPHIC SCALE



NOTES:

- 1) BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AS BEING N. 00°29'02" E, ASSUMED MERIDIAN.
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) REPRODUCTIONS OF THIS PLAT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) THIS SKETCH HAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.021 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND DESCRIPTION.

ABBREVIATIONS:

N = NORTH
S = SOUTH
E = EAST
W = WEST
FD. = FOUND
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

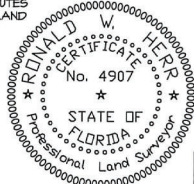
SKETCH OF DESCRIPTION
OF 10.00' WIDE UTILITY EASEMENT
certified to:
GARY & HOLLY B. GRAY
and
CITY OF LEESBURG

SHEET 2 OF 2 SHEETS

(SEE SHEET 1 OF 2 FOR DESCRIPTION)

DRAWN BY: R. W. H.	DATE: 02/11/26
CHECKED BY: D. C. W.	DRAWING NO.: B-20903
FILE: SURVEY25\125-1221	SHEET 1 OF 2

RONALD W. HERR
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4907



PHONE: (352) 753-6511

FAX: (352) 753-0374

WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6514

1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: May 11, 2026

From: Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning)

Subject: An Ordinance of the City of Leesburg, Florida, amending the boundaries of the Grace Groves Community Development District, established pursuant to Ordinances 24-33 and 25-67; providing a severability clause; addressing conflicts; and providing an effective date. (Grace Groves CDD Amendment Contraction)

Staff Recommendation:

Staff is recommending approval of the request.

Analysis:

The Grace Groves Community Development District (CDD) is requesting to reduce the overall acreage of the current CDD boundary as a result of an FDOT purchase of a portion of the development site. The general location of this property is north of the Florida Turnpike and east of U.S. Highway 27. This request would reduce the overall size of the CDD by 39 +/- acres, from 730.35 +/- acres to 693.66 +/- acres. This 39-acre parcel is separated from the larger Grace Groves development by Mule Head Lake. Florida Department of Transportation (FDOT) purchased a portion of said CDD for a stormwater pond to support roadway improvements. In light of that purchase, the applicant is requesting to reduce the area of the existing CDD as it will no longer be suitable for residential use, and it will not be part of the CDD's capital improvement plan.

A CDD's services may include, but are not limited to, the financing, building, construction and operation of water and wastewater systems, roads, bridges, transit, shelters, environmental, conservation and mitigation areas, parks, plus school and security measures. These services may vary from district to district. CDD's are specific to a described area, and have no zoning, development permitting or police power, and have no authority to encumber debt to a local government. Each district must remain in compliance with the local government's comprehensive plan.

Procurement Analysis:

N/A

Options:

1. Approve the proposed CDD boundary revision; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact on the City as a result of this request.

ORDINANCE NO. 26-__

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE BOUNDARIES OF THE GRACE GROVES
COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED
PURSUANT TO ORDINANCE NOS. 24-33 AND 25-67;
PROVIDING A SEVERABILITY CLAUSE; ADDRESSING
CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, effective July 22, 2024, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City of Leesburg, Florida (“City”), previously adopted Ordinance No. 24-33 establishing the Grace Key Groves Community Development District (“District”); and

WHEREAS, effective November 10, 2025, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City previously adopted Ordinance No. 25-67 amending the boundaries of the District and changing the District’s name to “Grace Groves Community Development District;” and

WHEREAS, the District has petitioned the City to adopt an ordinance amending the boundaries of 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 Grace Groves Community Development District* (“Petition”) are true and correct; and

WHEREAS, as set forth in the Petition, the landowners of the Contraction Parcels have provided their consent to the Boundary Amendment; and

WHEREAS, a public hearing has been conducted by the City on May 11, 2026, 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 (2025).

SECTION 2: 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 693.66 acres of land.

SECTION 3: 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 4: CONFLICTING ORDINANCES. Except to the extent expressly stated herein, Ordinance Nos. 24-33 and 25-67 remain in full force and effect. All other ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 5: 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 ____ day of _____, 2026.

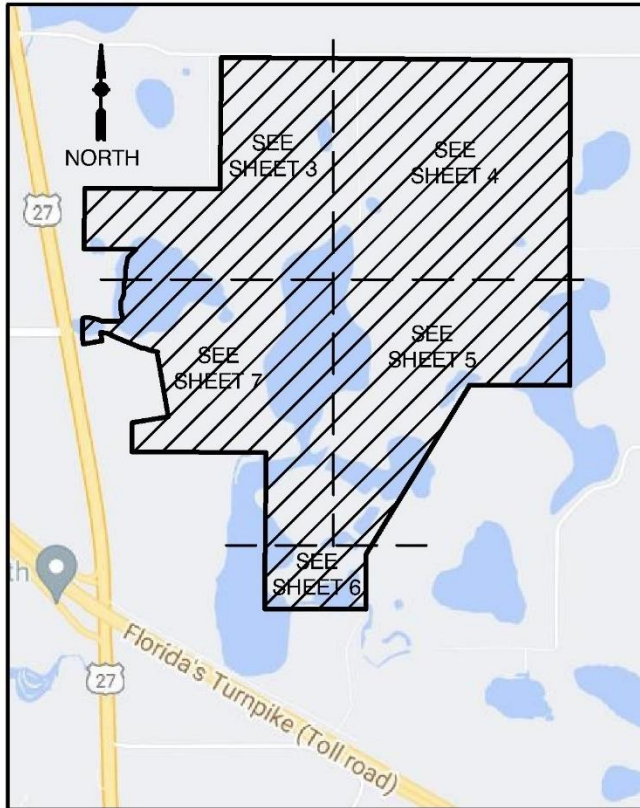
THE CITY OF LEESBURG, FLORIDA

BY: _____
Allyson M. Barry, Mayor

Attest: _____
J. Andi Purvis, MMC
City Clerk

EXHIBIT A

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



VICINITY & KEY MAP
(NOT TO SCALE)

LEGEND:

SR	STATE ROAD
GOV'T	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES **NOT** REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

GRACE GROVES CDD



DATE: 1/15/2026

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF
HALFF ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

SHEET 1 OF 7

CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
DRAWN BY:	SMB
CHECKED BY:	SMB
REVISIONS	FLD. BOOK: N/A
REVISED VICINITY MAP	DATE
	1/15/2026

SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA

GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT



SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

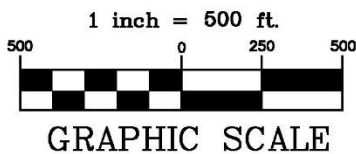
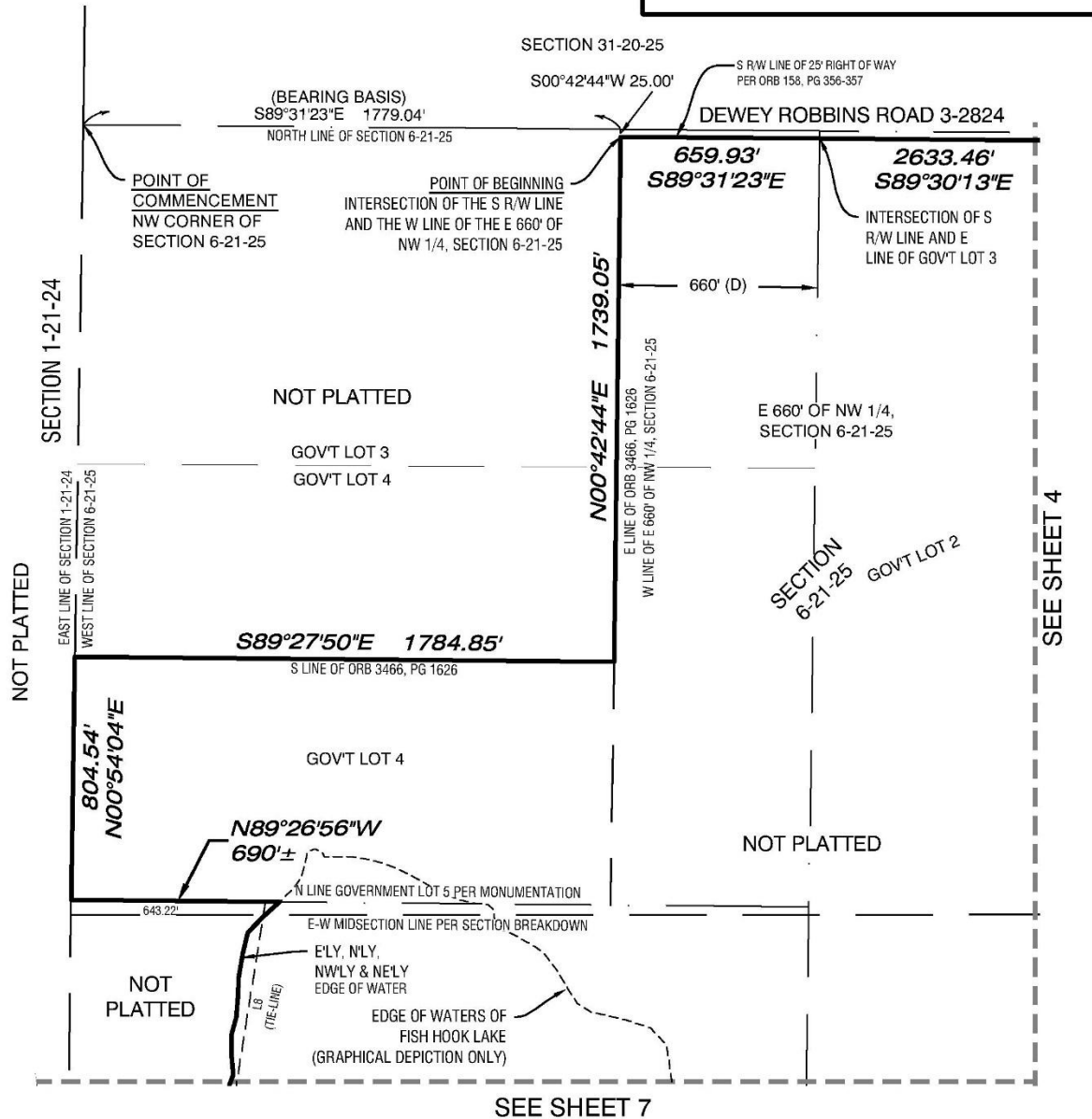
DESCRIPTION (WRITTEN BY THIS FIRM)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 2536.17 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG SAID WEST LINE A DISTANCE OF 728.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE RUN NORTH 00°25'25" EAST A DISTANCE OF 378.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 693.66 ACRES, MORE OR LESS.

[illegible]

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 3 OF 7

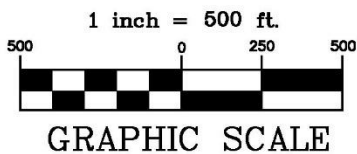
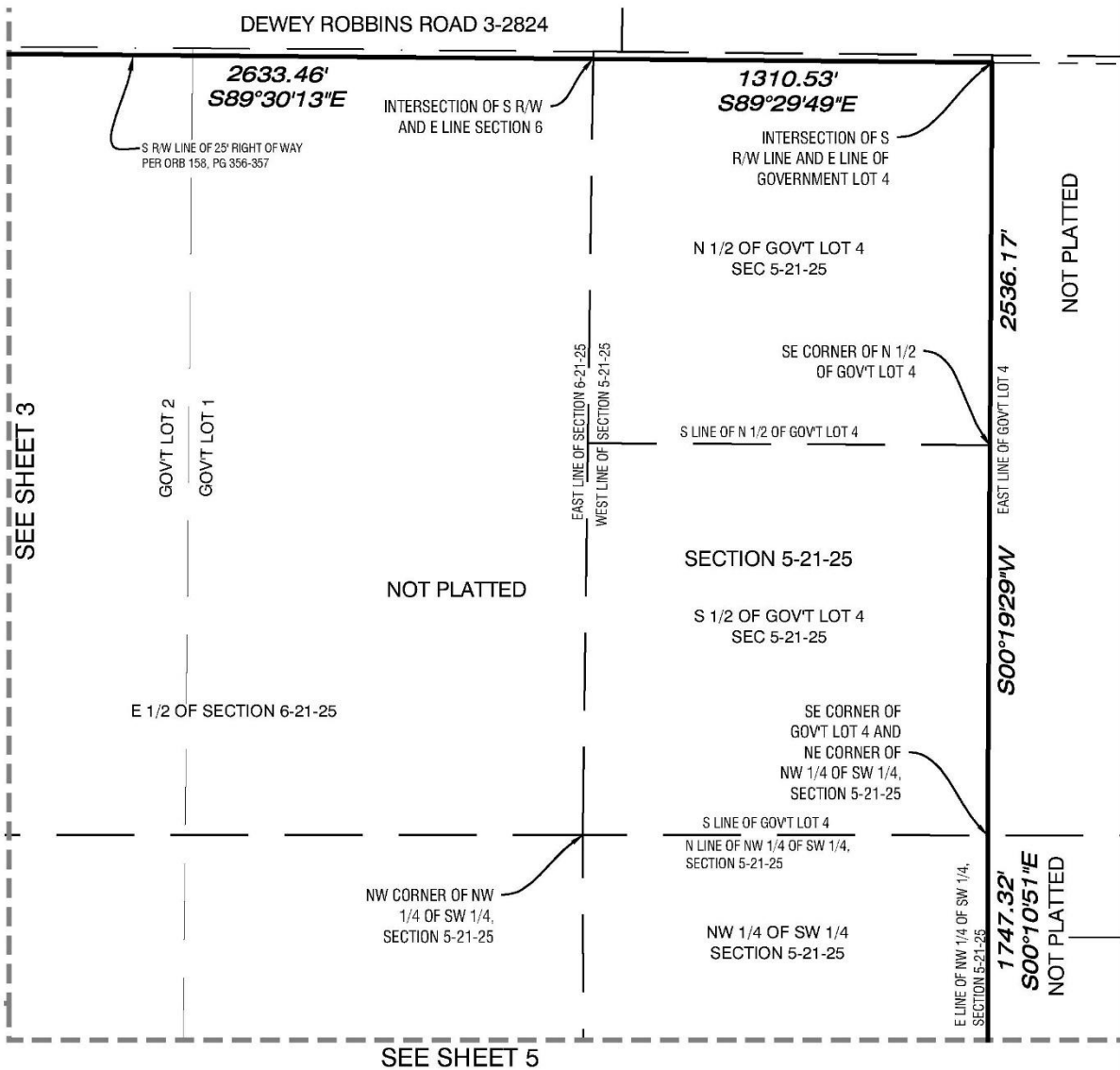
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JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMD
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	
	DATE

SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA

GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 4 OF 7

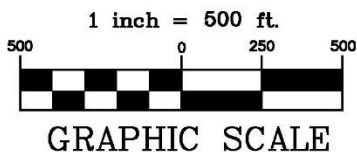
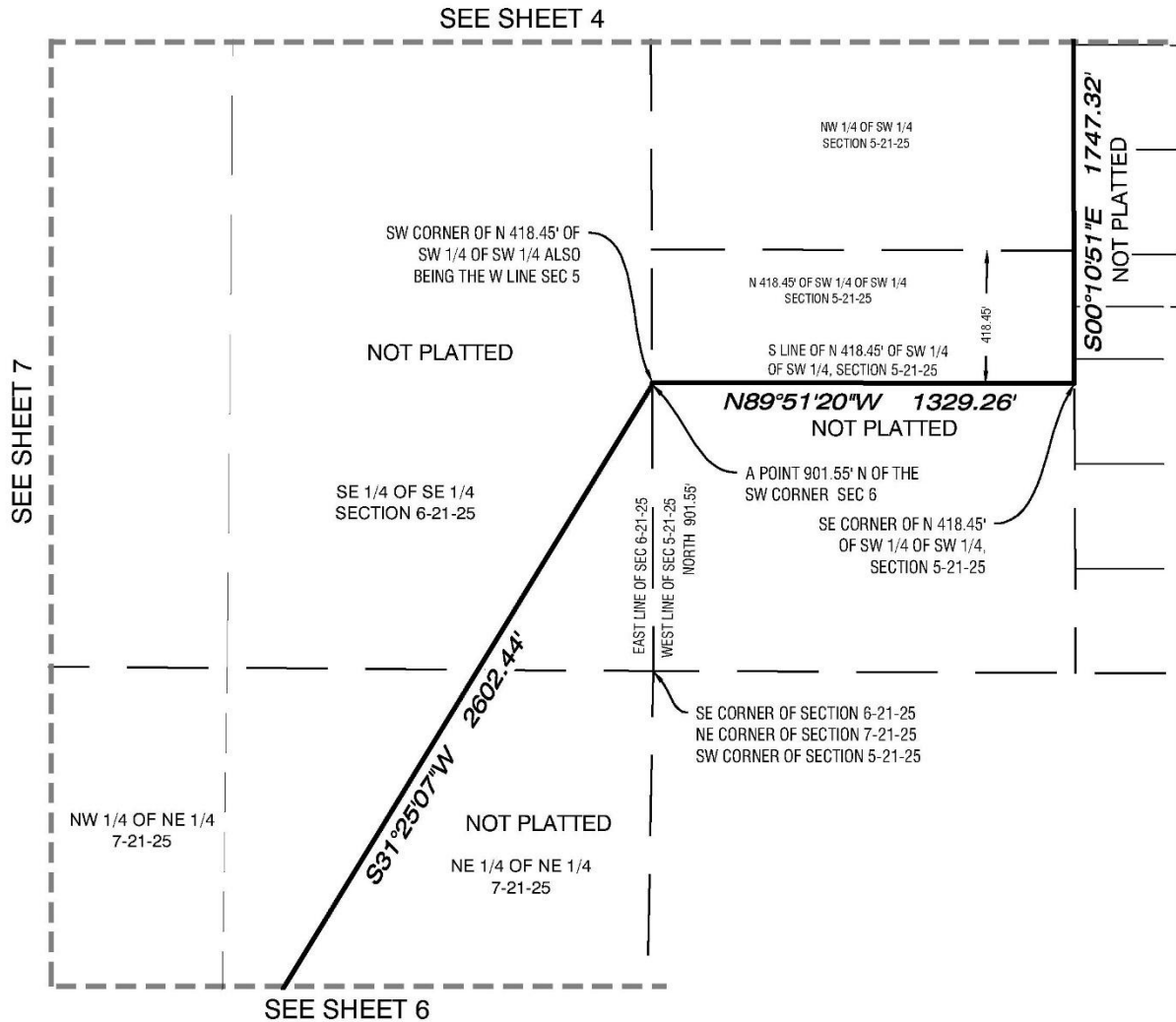
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SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA

GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 5 OF 7

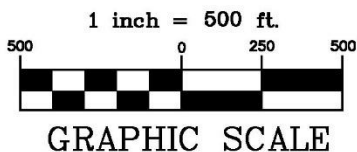
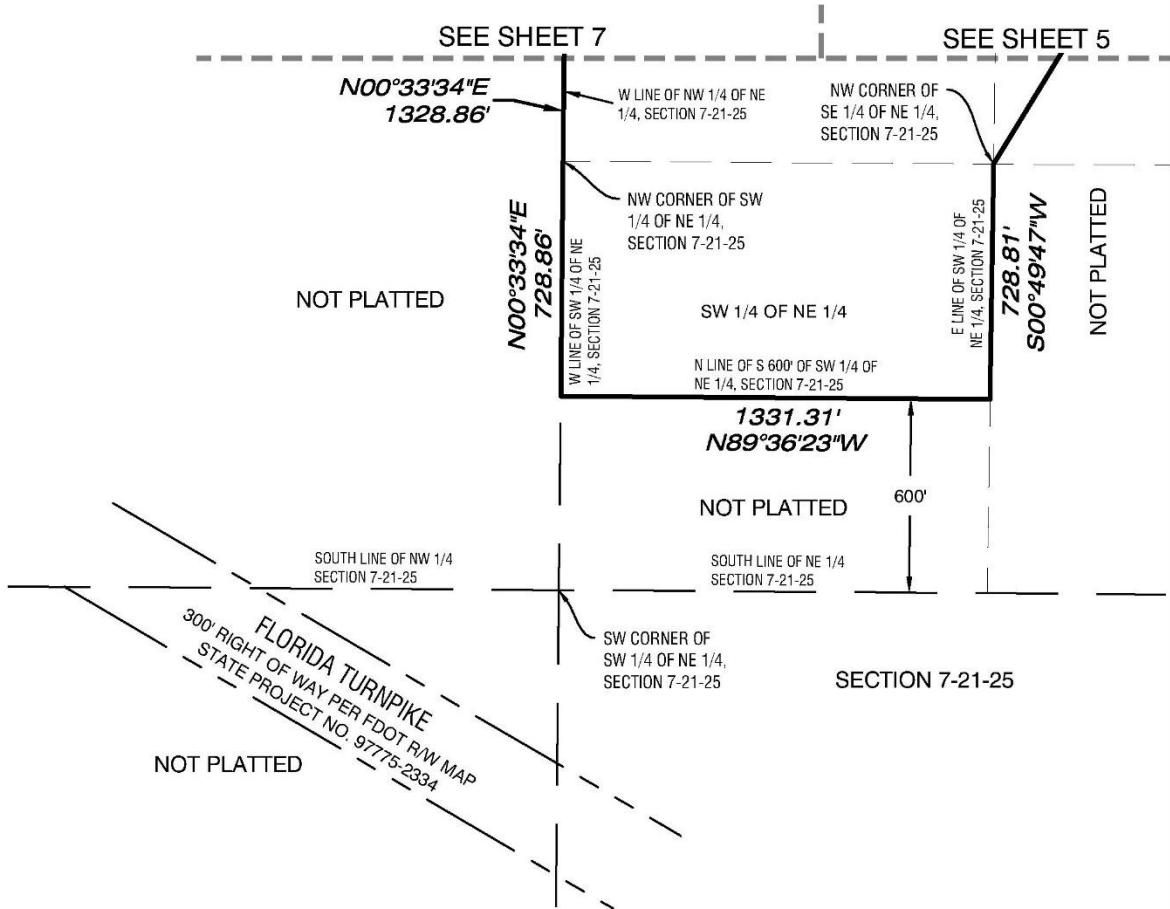
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DATE	01/13/2026
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REVISIONS	DATE

SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA

**GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT**



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 6 OF 7

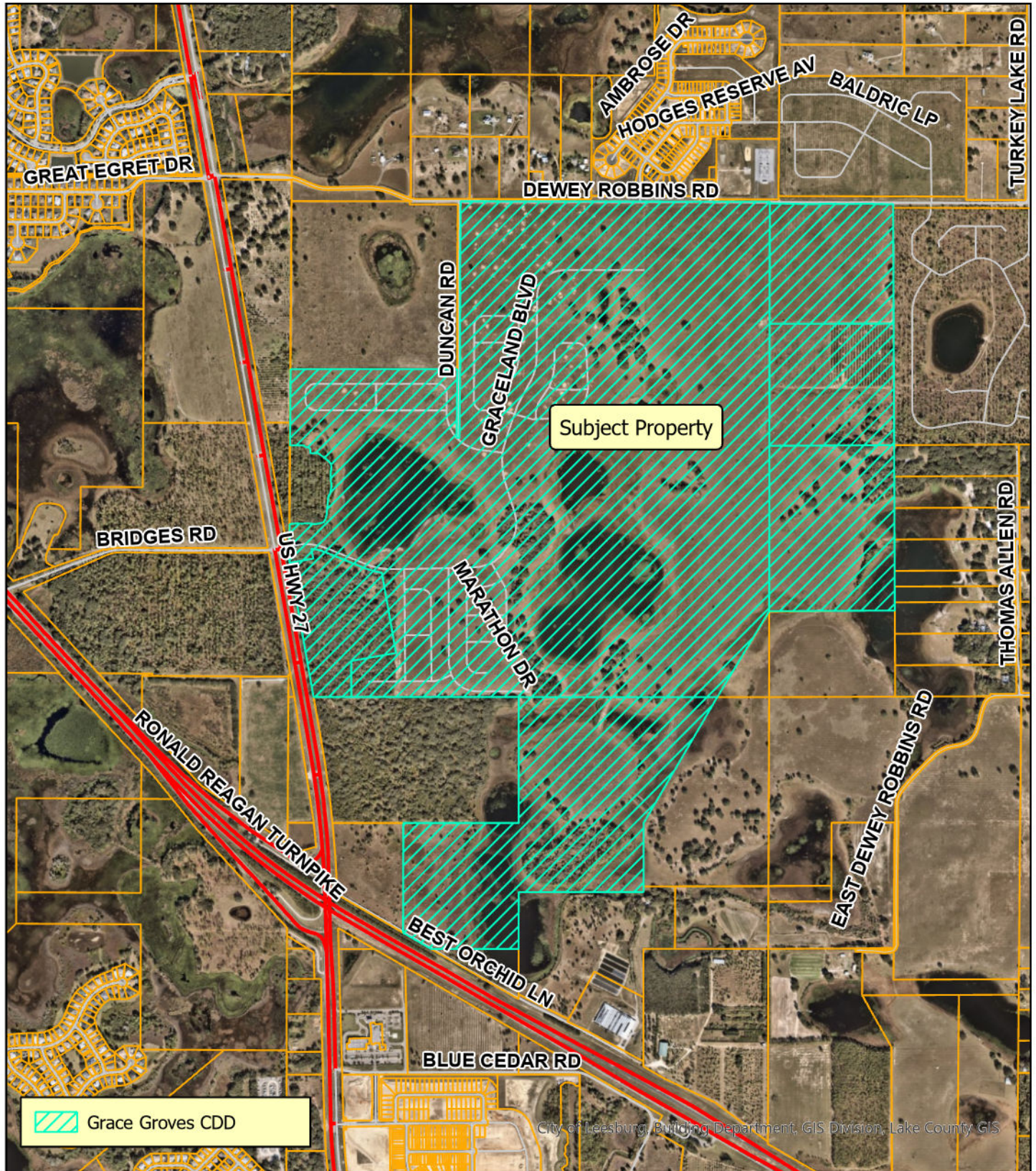
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SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA

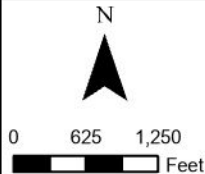
**GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT**



Grace Groves (Bar Key) CDD

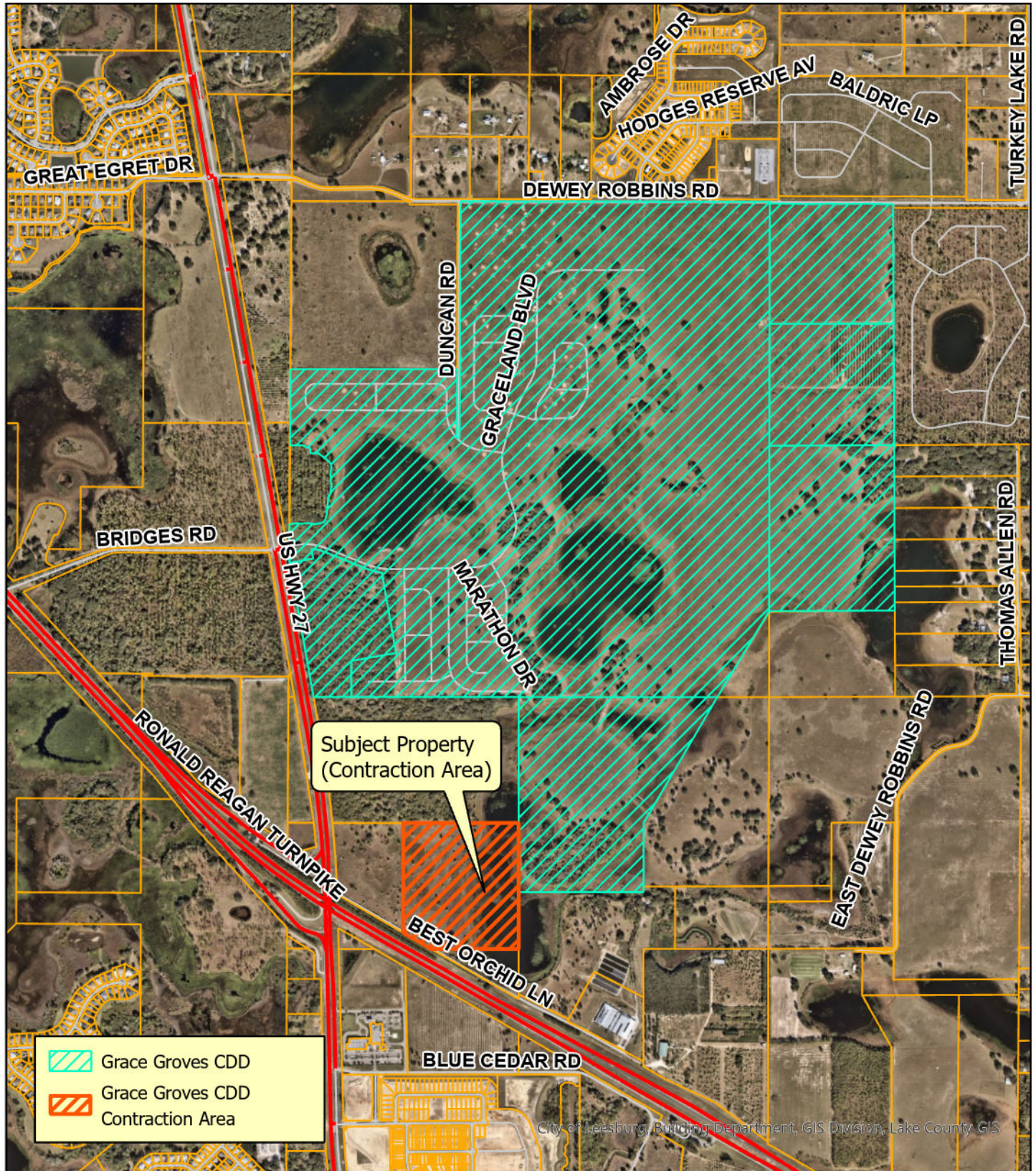


**Planning
& Zoning
Department**

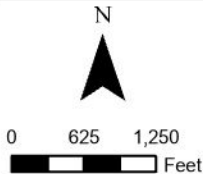


Grace Groves CDD Boundary Contraction
April 20, 2026

Grace Groves (Bar Key) CDD Contraction

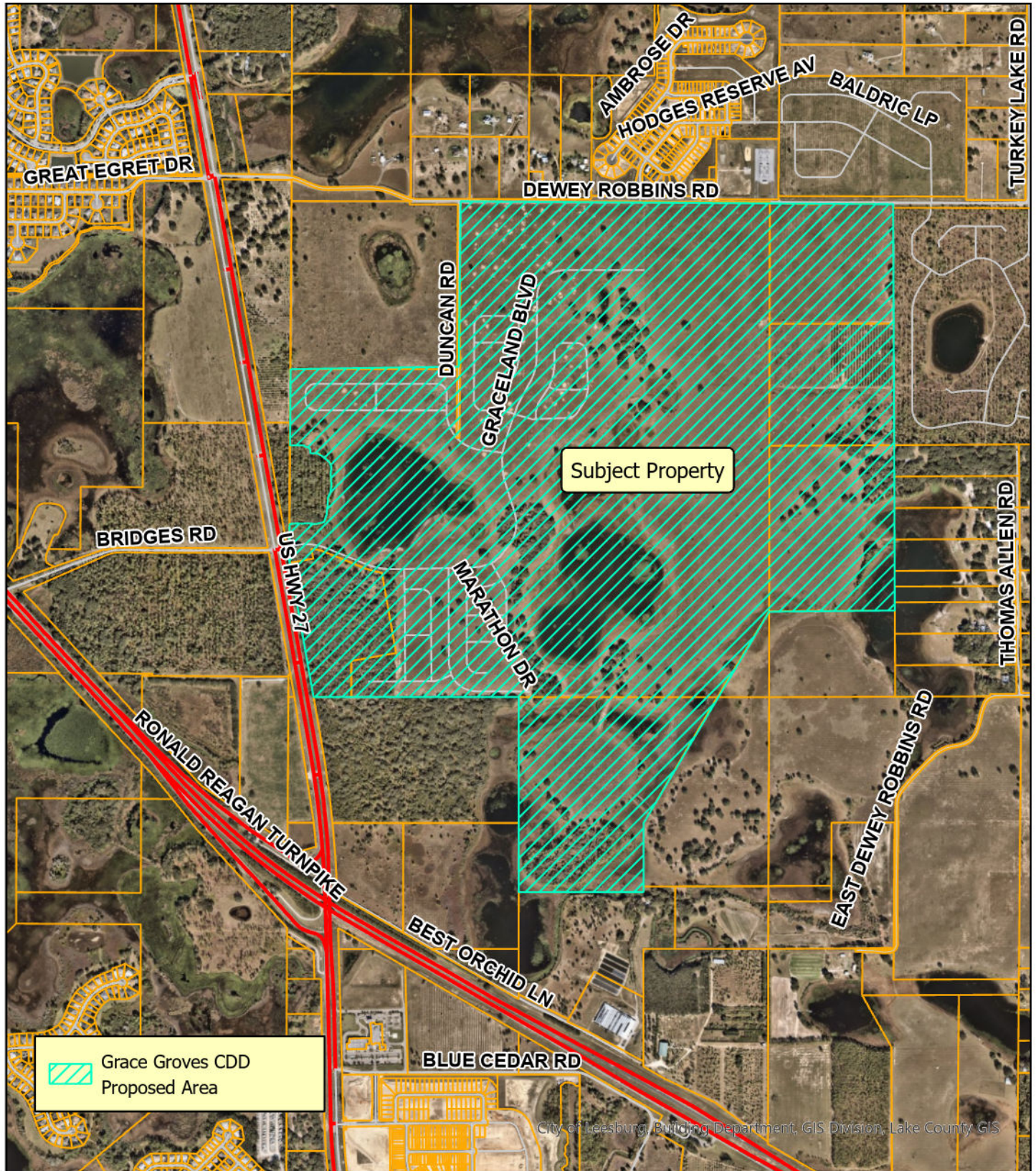


Planning
& Zoning
Department

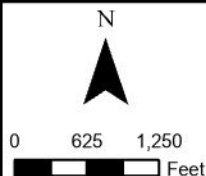


Grace Groves CDD Boundary Contraction
April 20, 2026

Grace Groves (Bar Key) CDD Proposed Area



**Planning
& Zoning
Department**



Grace Groves CDD Boundary Contraction
April 20, 2026

Grace Groves FDOT Purchase Area
April 20, 2026



PETITION TO AMEND THE BOUNDARIES OF GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

BEFORE THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA

**PETITION TO AMEND THE BOUNDARIES OF
GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Grace Groves Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Ordinance Nos. 24-33 and 25-67, and located entirely within the boundaries of the City of Leesburg, Florida (“District”), hereby petitions the Board of City Commissioners of the City of Leesburg, Florida, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance Nos. 24-33 and 25-67 to remove approximately 36.69 acres from the District. In support of this petition, the District states:

1. Location and Size. The District is located entirely within Lake County, Florida (“County”). **Exhibit 1** depicts the general location of the existing District. The District currently covers approximately 730.35 acres of land and is located south of Dewey Robbins, west of South Dewey Robbins Road, east of Bridges Road and north of Blue Cedar Road. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. Subsequent to the proposed amendment of the District, the District will encompass approximately 693.66 acres in total. **Exhibit 3** contains the metes and bounds description of the District boundary, as amended (“Amended District”).

2. Excluded Parcels. There are no parcels within the external boundary of the Amended District which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the

proposed amendment. Documentation of this consent is contained in **Exhibit 4**. The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2026-03 at **Exhibit 5**, constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. **Board Members.** The five persons designated by the Ordinance as the original Board of Supervisors met and scheduled an election of the landowners as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are William Fife, Owen Budorick, Greg Beliveau, Pete Williams and Stephanie Vaughn.

5. **Future Land Uses.** The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 6**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. **District Facilities and Services.** There are no services and facilities currently provided by the District to the contracted areas.

7. **Statement of Estimated Regulatory Costs.** **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

8. **Agent Authorization.** **Exhibit 8** is an authorization of agent authorizing Jere Earlywine to act as the District's agents in all matters related to the Petition. Copies of all correspondence should be sent to:

Jere Earlywine, Esq.
Jere.Earlywine@KutakRock.com

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

9. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District's boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the County. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the Board of City Commissioners of the City of Leesburg, Florida:

- a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(f), Florida Statutes; and
- b. Grant the petition and amend Ordinance Nos. 24-33 and 25-67 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes.

[CONTINUED ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 24th day of February, 2026.

KUTAK ROCK LLP



Jere Earlywine, Esq

Florida Bar No. 155527

Jere.Earlywine@KutakRock.com

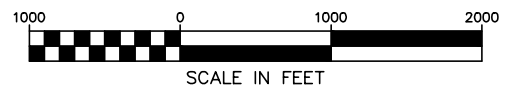
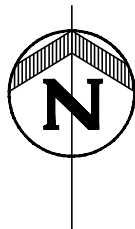
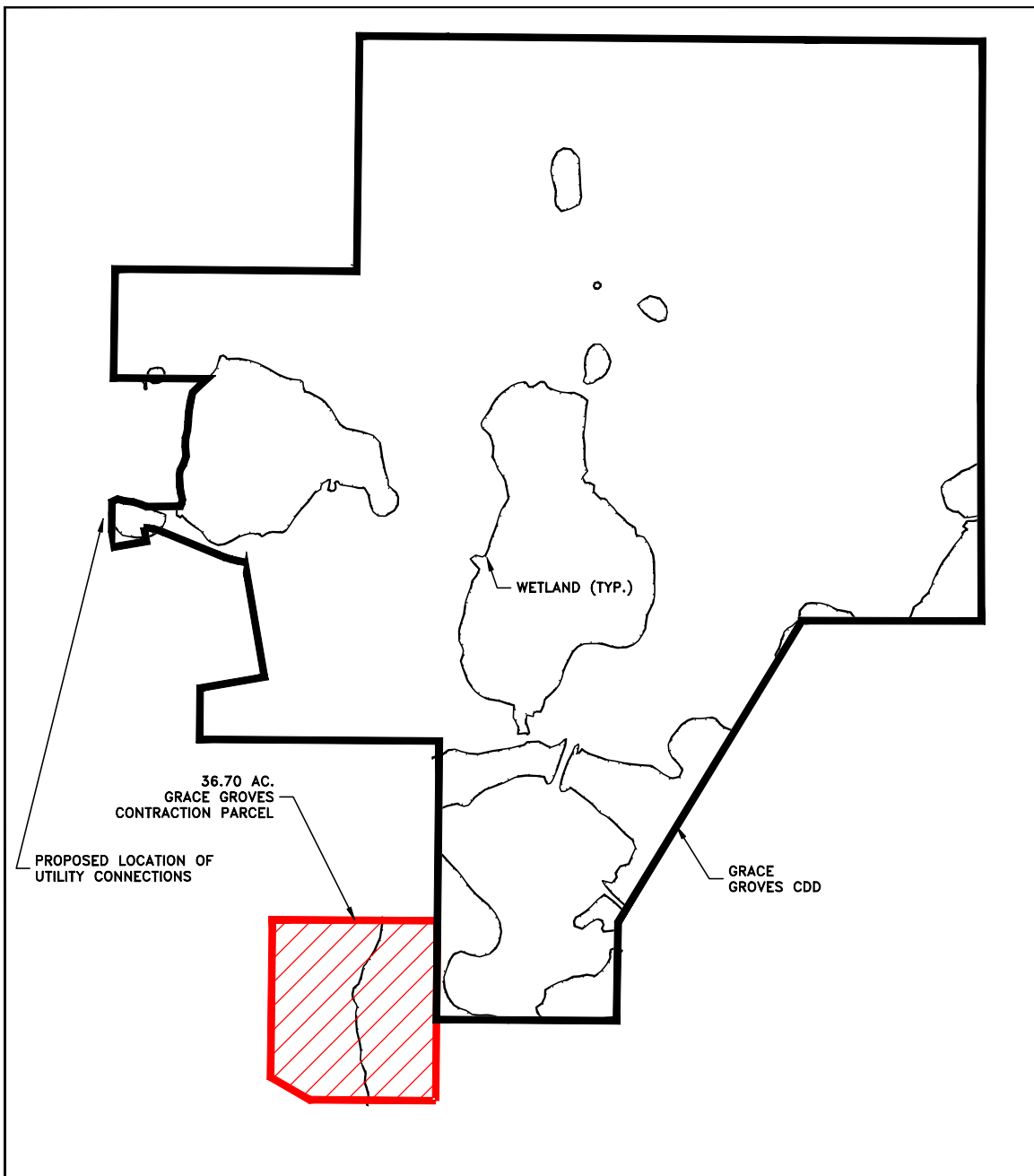
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Tallahassee, Florida 32301

Ph: (850) 528-6152

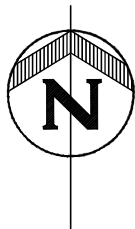
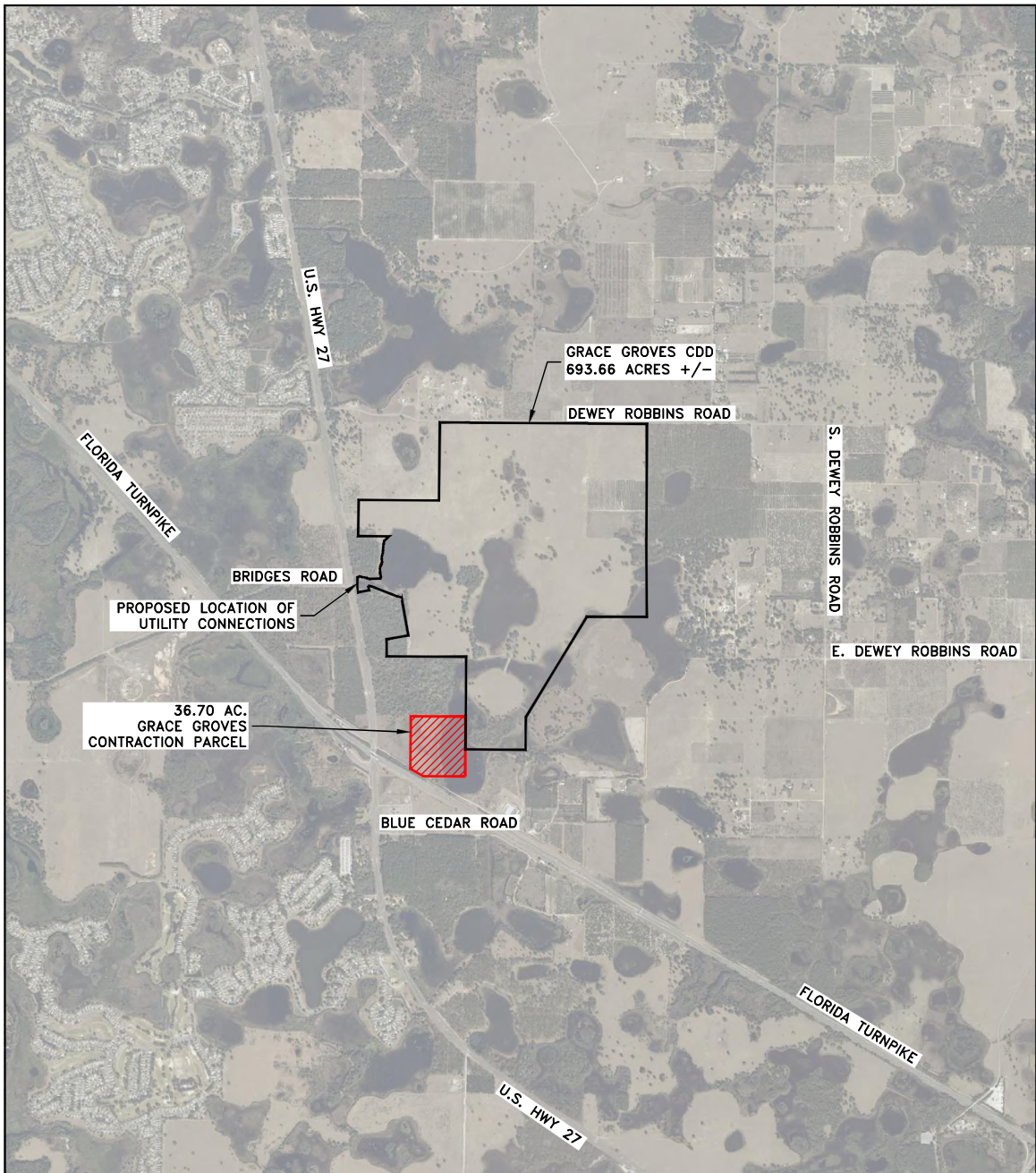
EXHIBIT 1



**GRACE GROVES CDD
EXISTING UTILITY MAP**



902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
TEL. (352) 343-8481
CERTIFICATE OF AUTHORIZATION
NUMBER: 33380



GRACE GROVES CDD LOCATION MAP

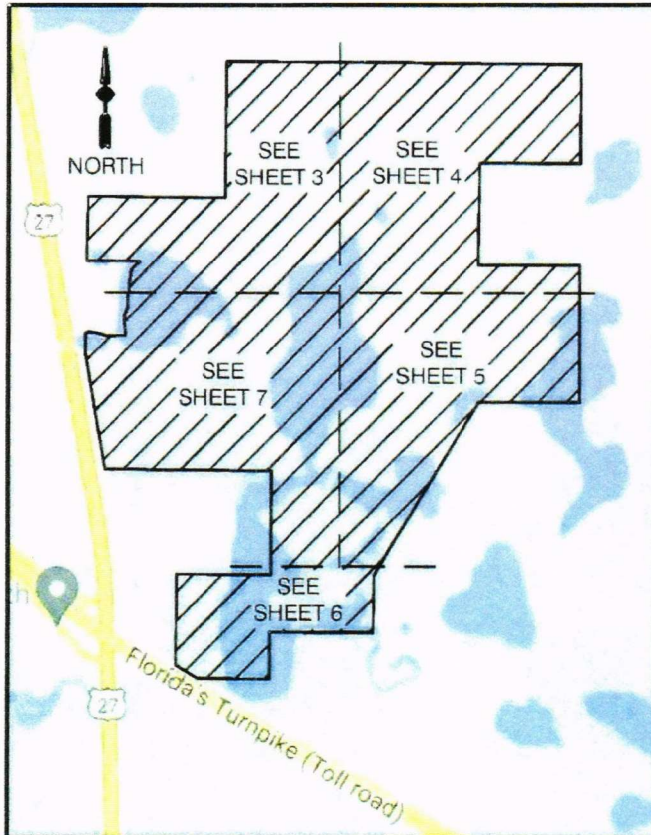


902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
TEL. (352) 343-8481
CERTIFICATE OF AUTHORIZATION
NUMBER: 33380

EXHIBIT 2

EXTERNAL BOUNDARIES OF THE DISTRICT

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



VICINITY & KEY MAP
(NOT TO SCALE)

LEGEND:

SR	STATE ROAD
GOVT	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
INC.	INCORPORATED
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

KOLTER HOMES

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

DATE: 06/24/2024

SHEET 1 OF 7

CLIENT	KOLTER GROUP
JOB NO.	MS22-004 PHASE 100
ACAD FILE	MS22-004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
DRAWN BY	SMB TRS
CHECKED BY	SMB
FLD BOOK	N/A
REVISIONS	

SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM):

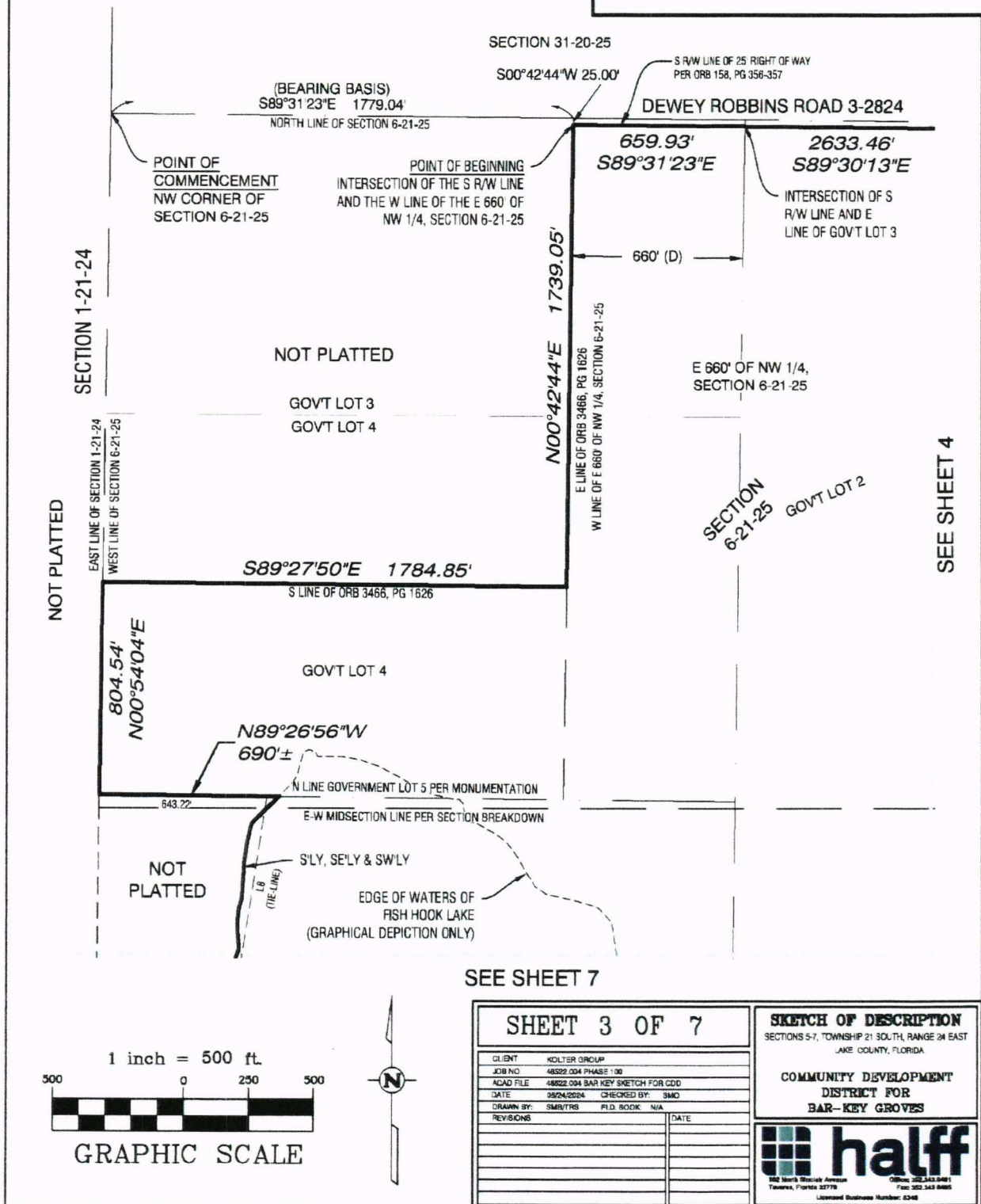
COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°25'25" EAST A DISTANCE OF 379.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET. THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET. THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET. THENCE DEPARTING SAID CURVE, THENCE RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 691.30 ACRES, MORE OR LESS.

SHEET 2 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 25 EAST LAKE COUNTY, FLORIDA																		
CLIENT: KOLTER GROUP JOB NO: 48022-004 PHASE 100 ACAD FILE: 48022-004 BAR KEY SKETCH FOR CDD DATE: 05/24/2004 CHECKED BY: SMC DRAWN BY: SMC/STRS PLO BOOK: N/A REVISIONS:		COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES																		
<table border="1"> <thead> <tr> <th>REVISIONS</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		REVISIONS	DATE																	 500 North Brickell Avenue Tampa, Florida 33679 Office: 813.243.0481 Fax: 813.243.0485 Licensed Business Number: 0308
REVISIONS	DATE																			

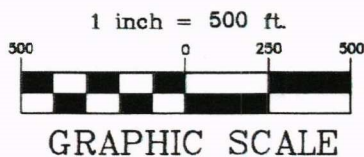
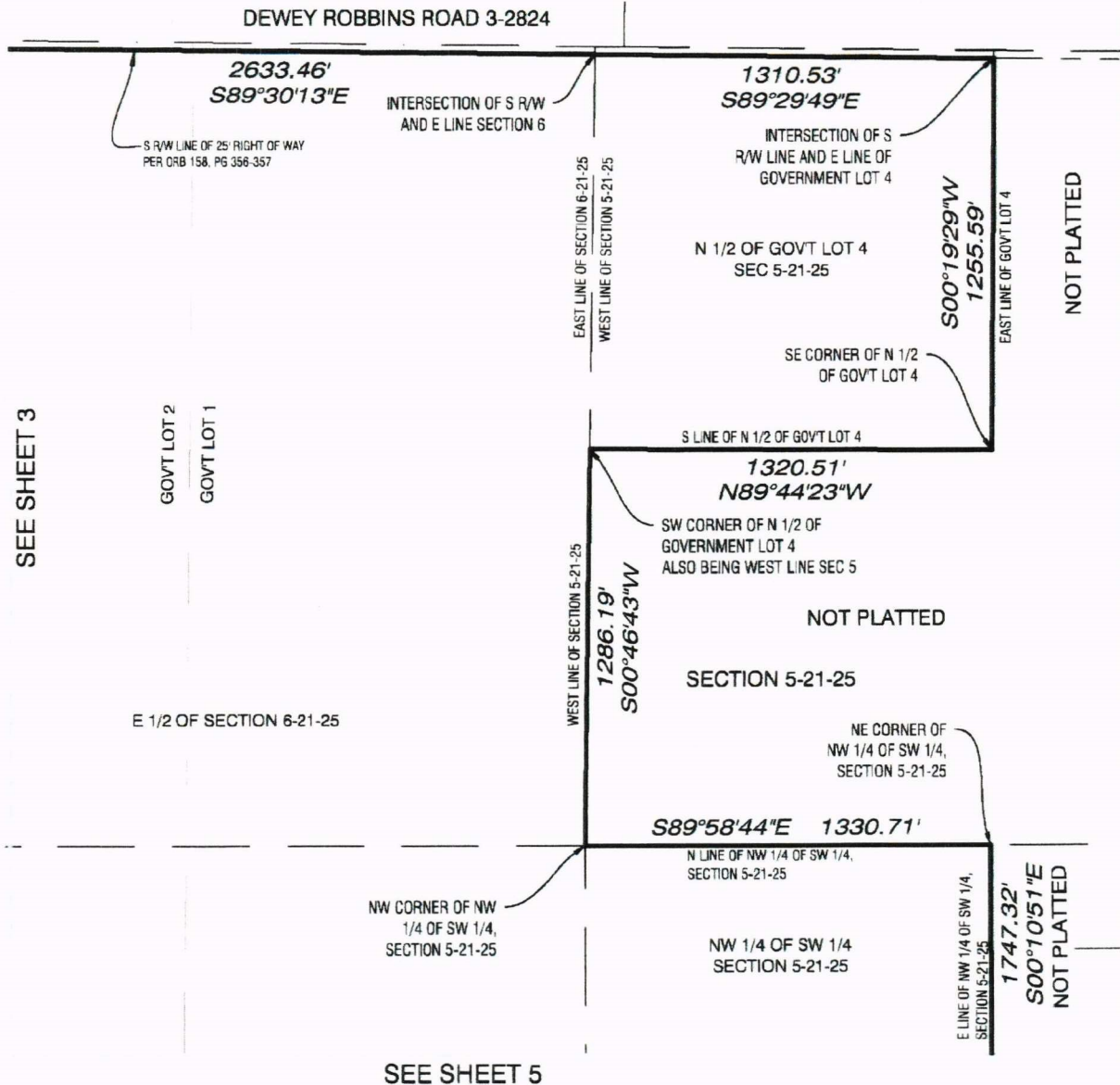
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SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



[CONTINUED ON FOLLOWING PAGE]

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 4 OF 7

CLIENT	KOLTER GROUP
JOB NO.	48025 004 PHASE 1 00
ACAD FILE	48025 004 BAR KEY SKETCH FOR CDD
DATE	05/24/2024
DRAWN BY	SMINTRE
CHECKED BY	PLD BOOK
REVISIONS	N/A
DATE	

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**

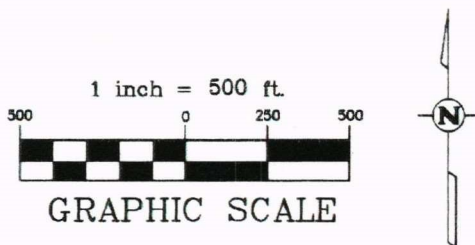
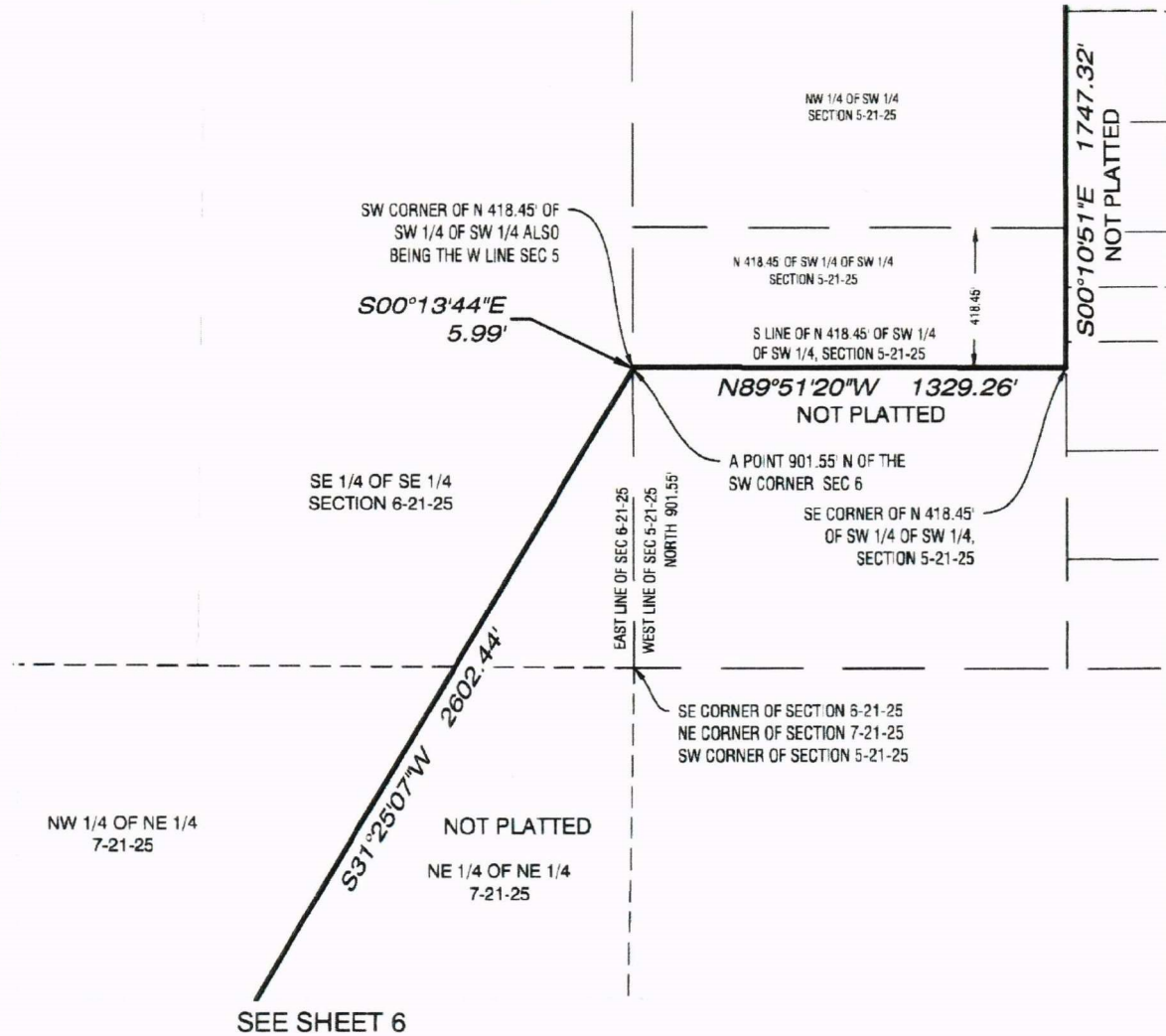


[CONTINUED ON FOLLOWING PAGE]

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 4

SEE SHEET 7



SHEET 5 OF 7

CLIENT: KOLTER GROUP
JOB NO: 48229.004 PHASE 1.00
ACAD FILE: 48229.004 BAR KEY SKETCH FOR CDD
DATE: 3/24/2024 CHECKED BY: SMO
DRAWN BY: SMYTRIS P.D. BOKE N/A

REVISIONS	DATE

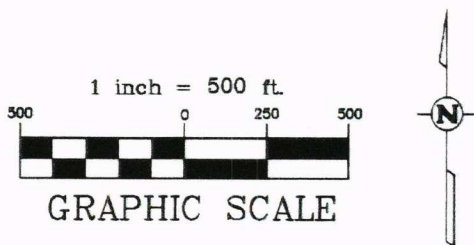
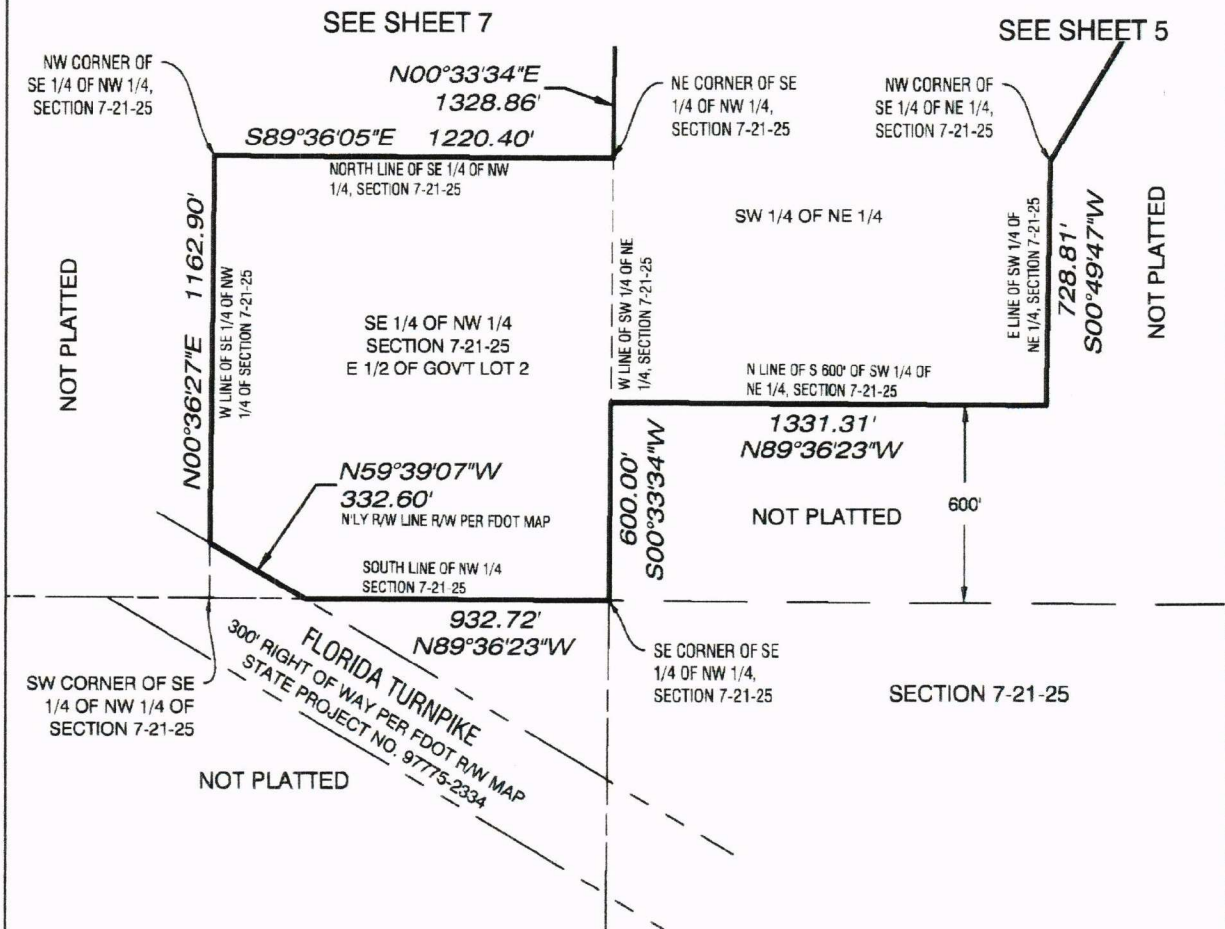
SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES**



[CONTINUED ON FOLLOWING PAGE]

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

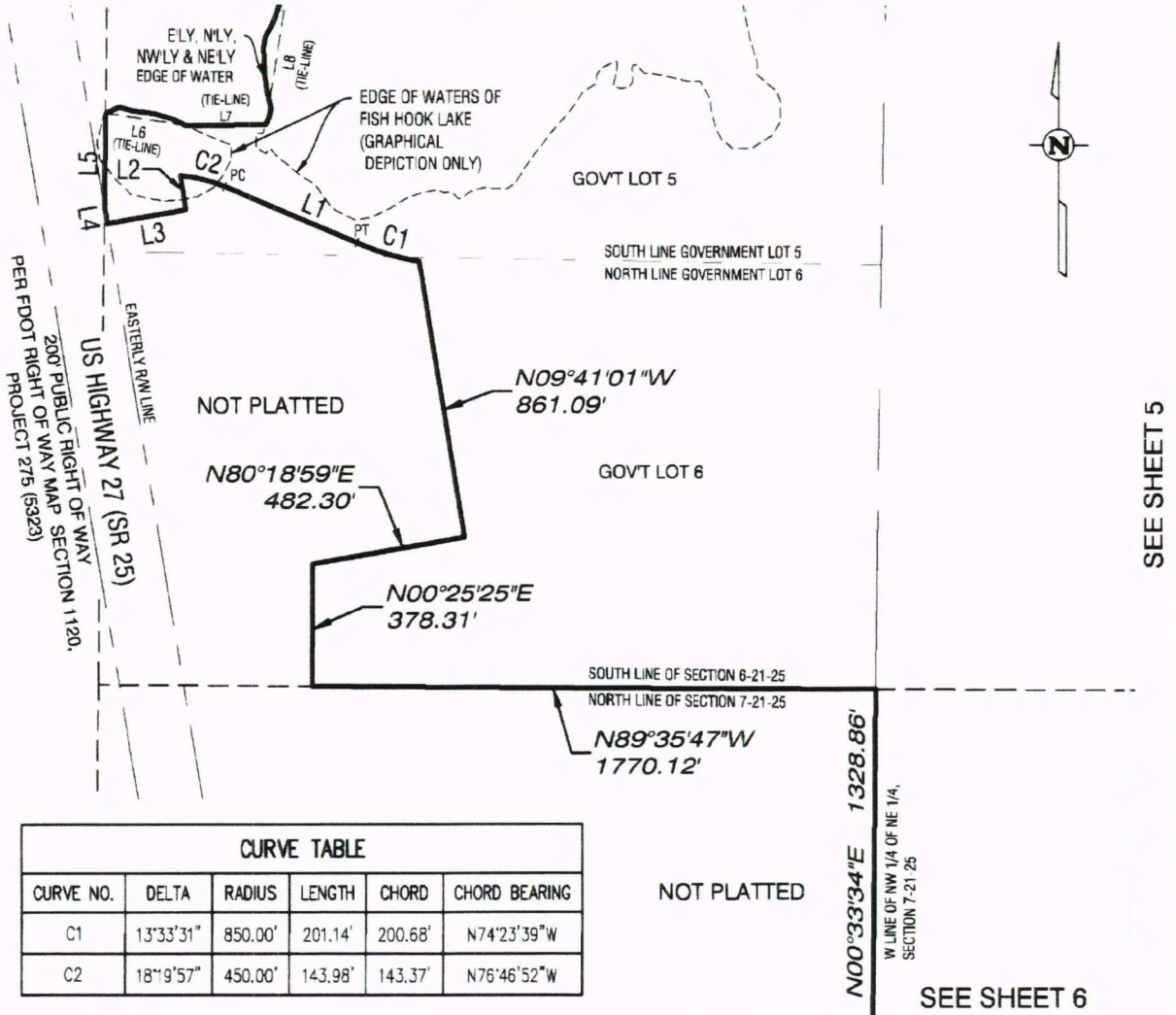


SHEET 6 OF 7		SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA																					
CLIENT: KOLTER GROUP JOB NO: 48322.004 PHASE 100 ACAD FILE: 48322.004 BAR KEY SKETCH FOR CDD DATE: 3/24/2024 CHECKED BY: SMO DRAWN BY: SMO/TRS PLO BOOK: N/A REVISIONS:		COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES																					
<table border="1"> <thead> <tr> <th>REVISIONS</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		REVISIONS	DATE																			 500 North Broadway Avenue Tampa, Florida 33606 Office: 813.543.0481 Fax: 813.543.0485 Licensed Business Number: 5290	
REVISIONS	DATE																						

[CONTINUED ON FOLLOWING PAGE]

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°19'57"	450.00'	143.98'	143.37'	N76°46'52"W

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'

NOT PLATTED

1 inch = 500 ft.



GRAPHIC SCALE

SHEET 7 OF 7

CLIENT	KOLTER GROUP
JOB NO.	48029-004 PHASE 100
ACAD FILE	48029-004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024
CHECKED BY	SMC
DRAWN BY	SM/STB
PLD BOOK	N/A
REVISIONS	
DATE	

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT
DISTRICT FOR
BAR-KEY GROVES



[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

EXPANSION PARCEL LEGAL DESCRIPTION:
(TITLE COMMITMENT #110493856 SCHEDULE "A")

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

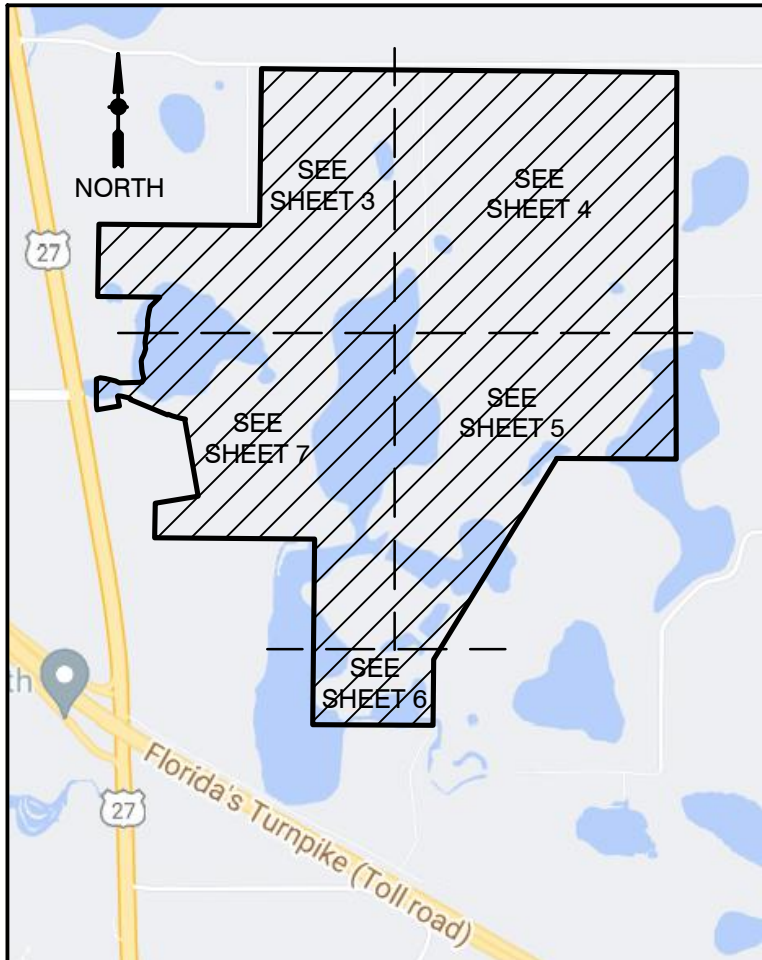
THE SOUTH $\frac{1}{4}$ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 39.05 ACRES, MORE OR LESS.

FOR A TOTAL OF 730.35 ACRES, MORE OR LESS.

EXHIBIT 3

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



VICINITY & KEY MAP
(NOT TO SCALE)

LEGEND:

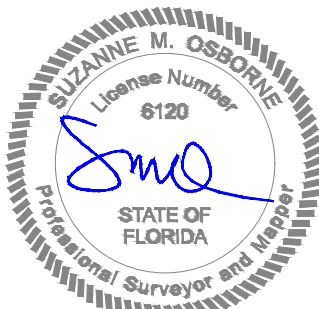
SR	STATE ROAD
GOV'T	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES **NOT** REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

GRACE GROVES CDD



DATE: 1/15/2026

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF
HALFF ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

SHEET 1 OF 7

CLIENT	GRACE GROVES CDD
JOB NO.	46522 003
ACAD FILE	46522 003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMO
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE
REVISED VICINITY MAP	1/26/2026

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT**



SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 2536.17 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; 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THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 693.66 ACRES, MORE OR LESS.

SHEET 2 OF 7

CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMO
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT**



SECTION 31-20-25

(BEARING BASIS)
S89°31'23"E 1779.04'
NORTH LINE OF SECTION 6-21-25

S00°42'44"W 25.00'

S R/W LINE OF 25' RIGHT OF WAY
PER ORB 158, PG 356-357

DEWEY ROBBINS ROAD 3-2824

POINT OF COMMENCEMENT
NW CORNER OF
SECTION 6-21-25

POINT OF BEGINNING
INTERSECTION OF THE S R/W LINE
AND THE W LINE OF THE E 660' OF
NW 1/4, SECTION 6-21-25

659.93'
S89°31'23"E

2633.46'
S89°30'13"E

INTERSECTION OF S
R/W LINE AND E
LINE OF GOV'T LOT 3

660' (D)

E 660' OF NW 1/4,
SECTION 6-21-25

NOT PLATTED

GOV'T LOT 3
GOV'T LOT 4

N00°42'44"E 1739.05'

E LINE OF ORB 3466, PG 1626
W LINE OF E 660' OF NW 1/4, SECTION 6-21-25

SECTION 6-21-25

GOV'T LOT 2

SECTION 1-21-24

EAST LINE OF SECTION 1-21-24
WEST LINE OF SECTION 6-21-25

S89°27'50"E 1784.85'
S LINE OF ORB 3466, PG 1626

GOV'T LOT 4

804.54'
N00°54'04"E

N89°26'56"W
690'±

N LINE GOVERNMENT LOT 5 PER MONUMENTATION

643.22'

E-W MIDSECTION LINE PER SECTION BREAKDOWN

E'L.Y, N'L.Y,
NW'L.Y & NE'L.Y
EDGE OF WATER

L.B.
(TIE-LINE)

EDGE OF WATERS OF
FISH HOOK LAKE
(GRAPHICAL DEPICTION ONLY)

NOT PLATTED

1 inch = 500 ft.

500 0 250 500

GRAPHIC SCALE

N

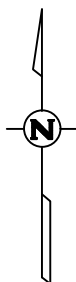
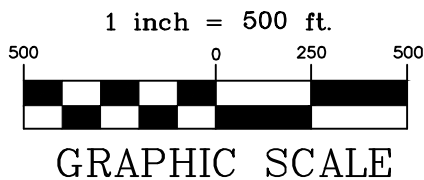
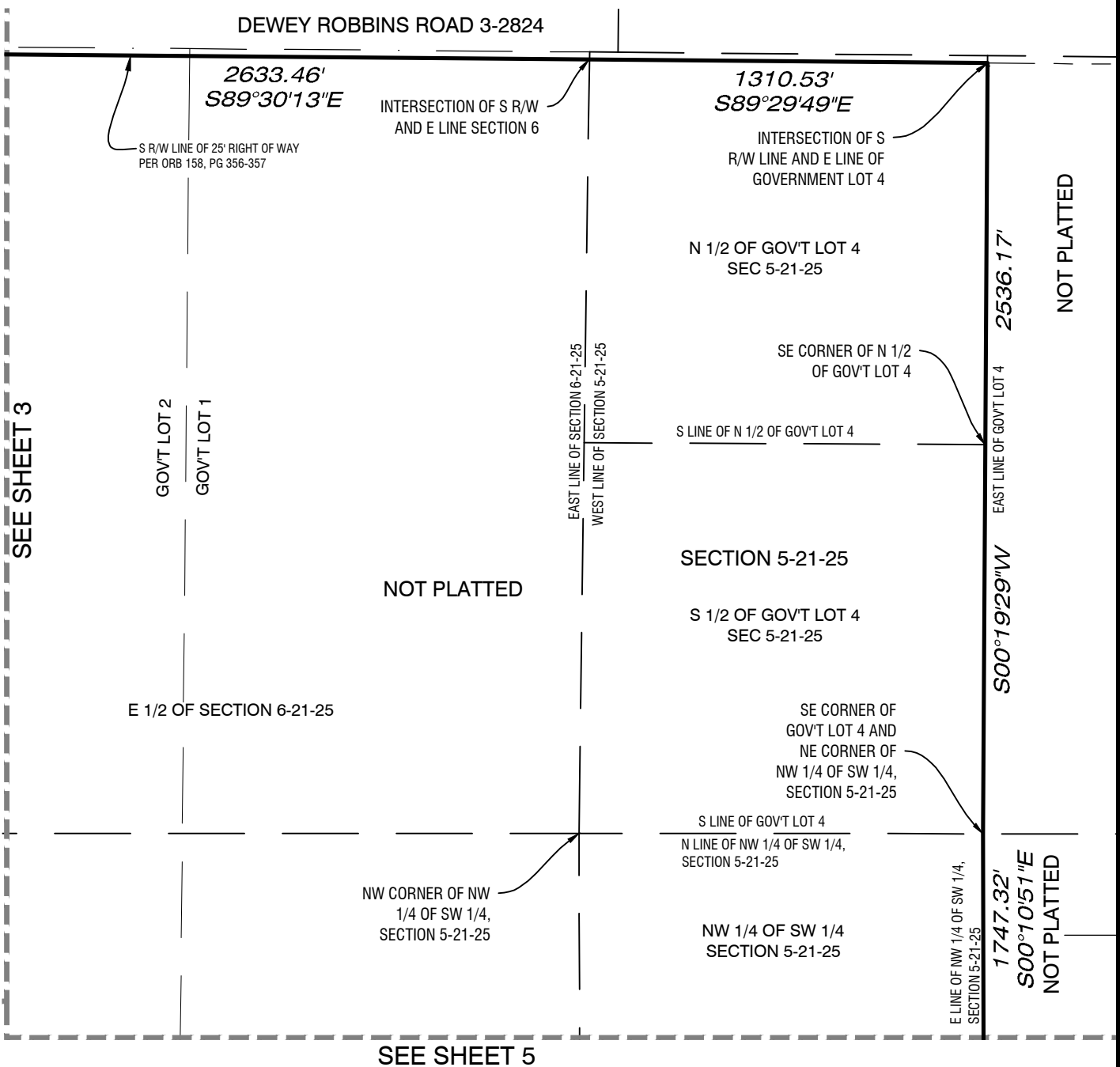
[illegible]

902 North Sinclair Avenue
Tavares, Florida 32778

Office: 352.343.8481
Fax: 352.343.8495

Licensed Business Number: 8348

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 4 OF 7

CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMO
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT**



SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

SEE SHEET 4

NW 1/4 OF SW 1/4
SECTION 5-21-25

SW CORNER OF N 418.45' OF
SW 1/4 OF SW 1/4 ALSO
BEING THE W LINE SEC 5

NOT PLATTED

SE 1/4 OF SE 1/4
SECTION 6-21-25

N 418.45' OF SW 1/4 OF SW 1/4
SECTION 5-21-25

S LINE OF N 418.45' OF SW 1/4
OF SW 1/4, SECTION 5-21-25

N89°51'20"W 1329.26'
NOT PLATTED

- A POINT 901.55' N OF THE
SW CORNER SEC 6

SE CORNER OF N 418.45'
OF SW 1/4 OF SW 1/4,
SECTION 5-21-25

EAST LINE OF SEC 6-21-25
WEST LINE OF SEC 5-21-25
NORTH 901.55'

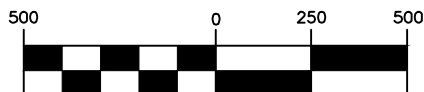
SE CORNER OF SECTION 6-21-25
NE CORNER OF SECTION 7-21-25
SW CORNER OF SECTION 5-21-25

NW 1/4 OF NE 1/4
7-21-25

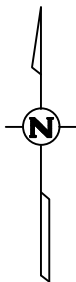
NOT PLATTED

NE 1/4 OF NE 1/4
7-21-25

SEE SHEET 6

$$1 \text{ inch} = 500 \text{ ft.}$$


GRAPHIC SCALE



SHEET 5 OF 7

[illegible]

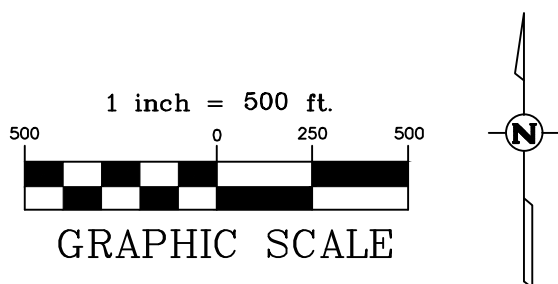
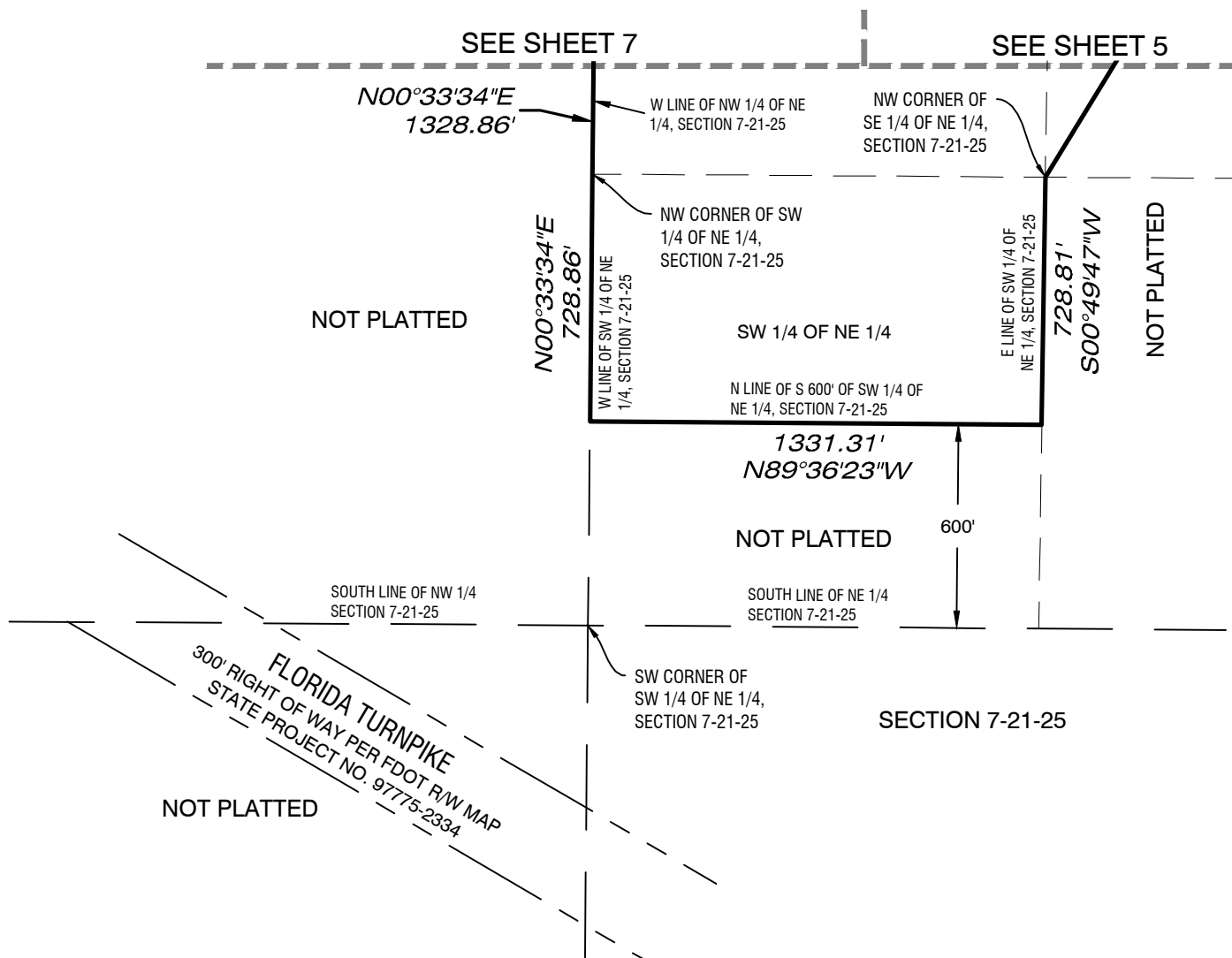
SKETCH OF DESCRIPTION

SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 6 OF 7	
CIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026 CHECKED BY: SMO
DRAWN BY:	SMB FLD BOOK: N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT


The HalfFF logo features a stylized blue square icon composed of four smaller squares arranged in a larger square pattern, followed by the word "halfff" in a bold, lowercase sans-serif font where the second half of each letter is dark blue.

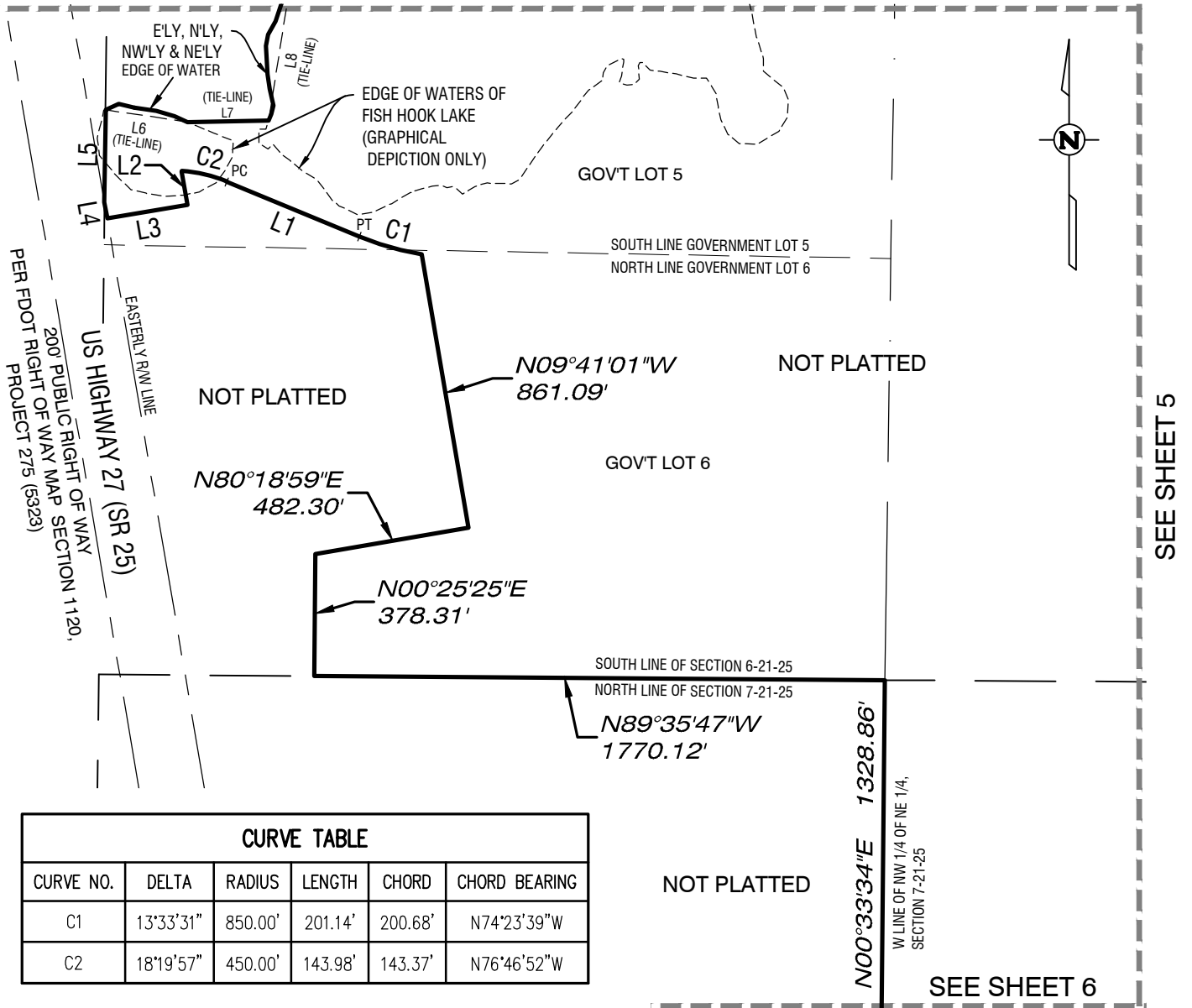
902 North Sinclair Avenue
Tavares, Florida 32778

Office: 352.343.8481
Fax: 352.343.8495

Licensed Business Number: 8348

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



CURVE TABLE

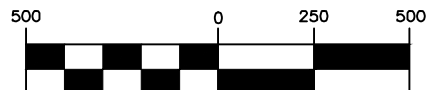
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°19'57"	450.00'	143.98'	143.37'	N76°46'52"W

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'

NOT PLATTED

1 inch = 500 ft.



GRAPHIC SCALE

SHEET 7 OF 7

CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMO
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT**



EXHIBIT 4

This instrument was prepared by:

Jere Earlywine, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**CONSENT AND JOINDER OF LANDOWNER FOR THE
AMENDMENT OF THE BOUNDARIES OF THE
GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT
[CONTRACTION PARCEL]**

The undersigned is the owner of certain lands which are more fully described as the "Contraction Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Grace Groves Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be removed from the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be removed from the District.

The undersigned hereby requests and consents to removal of the Property from the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 9 day of February, 2026.

WITNESS

BAR-KEY GROVES INC

Georgina Shaw
Name: Georgina Shaw
Address: PO Box 4440
Ocala, FL 34478

Harriet C. Scales
Name: Harriet C. Scales
Its: Sec/Treas.

Marie D. Stierer
Name: MARIE D. STIERER
Address: PO BOX 4440
Ocala, FL 34478

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of February, 2026, by Harriet C. Scales, as Secretary/Treas. of Bar-Key Groves, on its behalf. She ☒ is personally known to me or ☐ produced _____ as identification.



SUSAN C. BRINGLE
Commission # HH 596396
Expires October 26, 2028

Susan C. Bringle
Notary Public, State of Florida

EXHIBIT A: Legal Description

EXHIBIT A:
Legal Description

PROPERTY RECORD CARD

General Information

Name:	BAR-KEY GROVES INC	Alternate Key:	1302226
Mailing Address:	1719 CITRUS BLVD LEESBURG, FL 34748 Update Mailing Address	Parcel Number: ⓘ	07-21-25-0001-000-00100
		Millage Group and City:	0003 Unincorporated
		2025 Total Certified Millage Rate:	13.0623
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	BEST ORCHID LN HOWEY IN THE HILLS FL, 34737	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	SW 1/4 OF NE 1/4--LESS S 600 FT--BEG NW COR OF NE 1/4, RUN S TO SW COR OF NW 1/4 OF NE 1/4, E TO SE COR OF NW 1/4 OF NE 1/4, NE TO A PT 2090 FT E OF POB, W TO POB. E 1/2 OF GOV LOT 2--LESS TURNPIKE R/W-- ORB 614 PG 1278		
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		58.360	Acre	\$20,426.00	\$320,980.00
2	WETLAND (9600)	0	0		107.300	Acre	\$4,829.00	\$4,829.00
				Click here for Zoning Info ⓘ FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.

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	\$325,809	\$25,255	\$25,255	5.0254	\$126.92
SCHOOL BOARD STATE	\$325,809	\$25,255	\$25,255	3.0870	\$77.96
SCHOOL BOARD LOCAL	\$325,809	\$25,255	\$25,255	2.9980	\$75.71
LAKE COUNTY WATER DISTRICT	\$325,809	\$25,255	\$25,255	0.2940	\$7.42

ST JOHNS RIVER FL WATER MGMT DIST	\$325,809	\$25,255	\$25,255	0.1793	\$4.53
LAKE COUNTY MSTU STORMWATER	\$325,809	\$25,255	\$25,255	0.4957	\$12.52
LAKE COUNTY MSTU AMBULANCE	\$325,809	\$25,255	\$25,255	0.4629	\$11.69
LAKE COUNTY VOTED DEBT SERVICE	\$325,809	\$25,255	\$25,255	0.0400	\$1.01
LAKE COUNTY MSTU FIRE	\$325,809	\$25,255	\$25,255	0.4800	\$12.12
				Total: 13.0623	Total: \$329.88

Exemptions Information

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

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

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

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Property data updated nightly.
Site Notice

EXHIBIT 5

**RESOLUTION 2026-03
[2026 AMENDMENT]**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Grace Groves Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT:**

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District's boundaries as described in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 9 day of February, 2026.

ATTEST:


Assistant Secretary

GRACE GROVES COMMUNITY DEVELOPMENT
DISTRICT

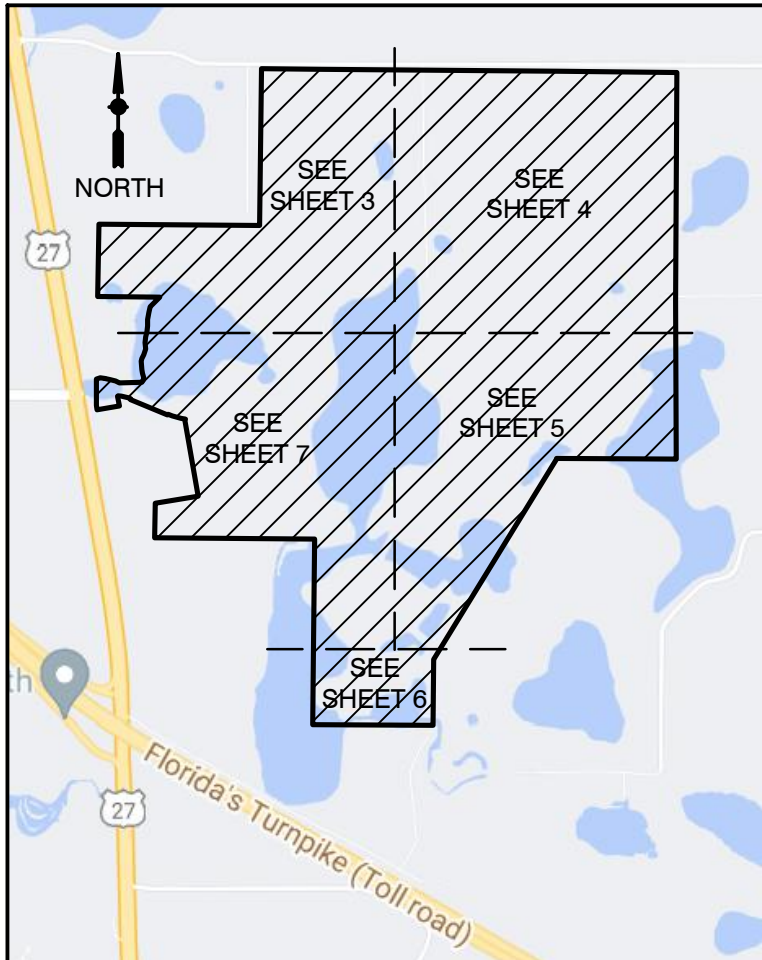

Chairman/Vice-Chairman, Board of Supervisors

Exhibit A: Legal Description of District Boundaries, as Amended

Exhibit A:

Legal Description of District Boundaries, as Amended

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



VICINITY & KEY MAP
(NOT TO SCALE)

LEGEND:

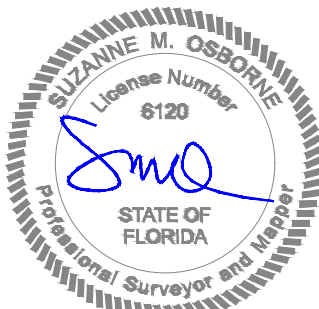
SR	STATE ROAD
GOV'T	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES **NOT** REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

GRACE GROVES CDD



DATE: 1/15/2026

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF
HALFF ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

SHEET 1 OF 7

CLIENT	GRACE GROVES CDD
JOB NO.	46522 003
ACAD FILE	46522 003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMO
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE
REVISED VICINITY MAP	1/26/2026

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT**



SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 2536.17 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG SAID WEST LINE A DISTANCE OF 728.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE RUN NORTH 00°25'25" EAST A DISTANCE OF 378.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 693.66 ACRES, MORE OR LESS.

SHEET 2 OF 7

CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMO
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT**



1 inch = 500 ft.

500 0 250 500

GRAPHIC SCALE

N

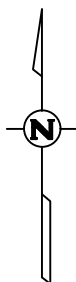
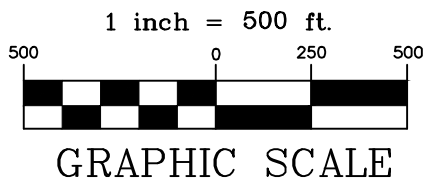
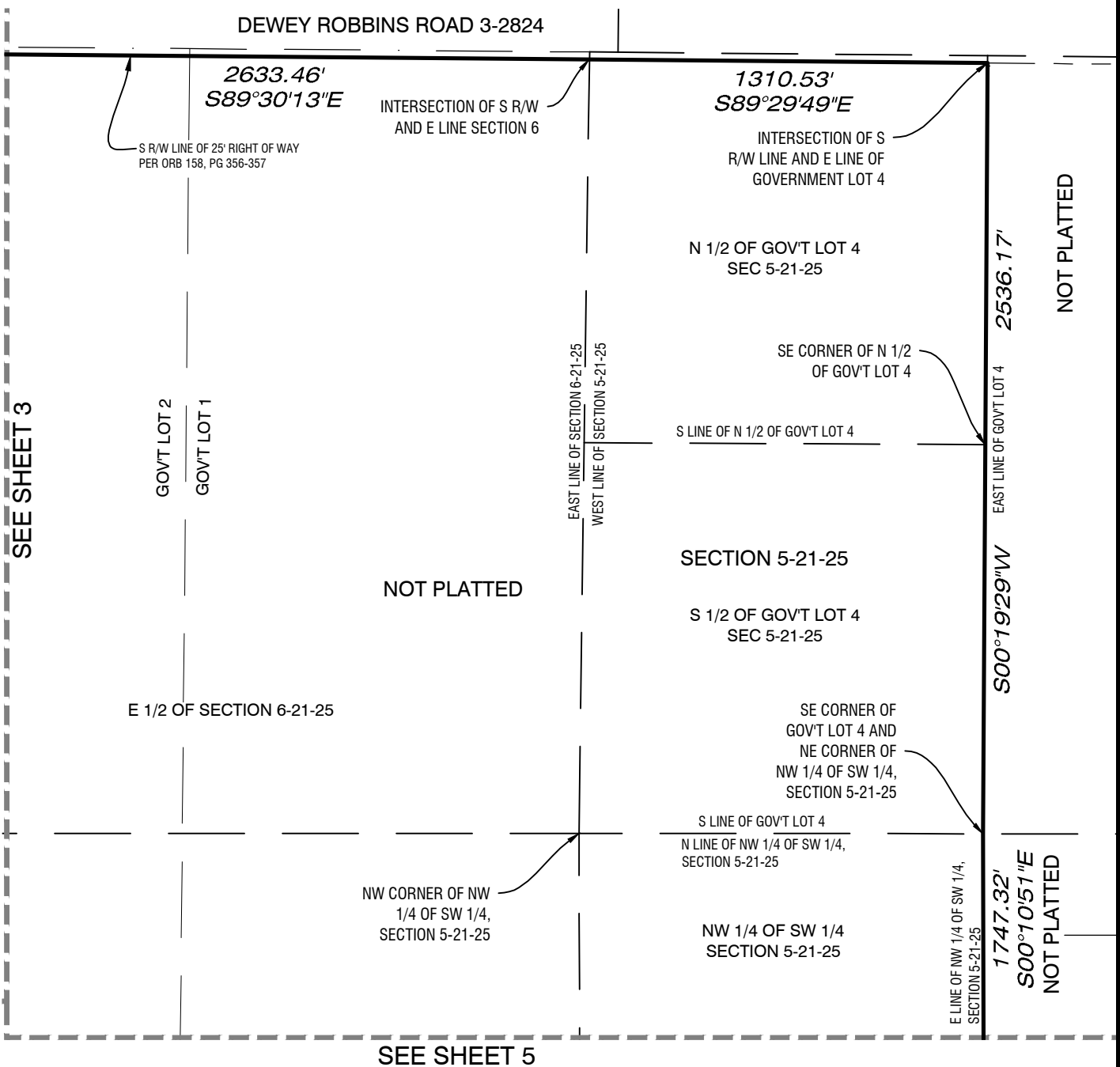
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902 North Sinclair Avenue
Tavares, Florida 32778

Office: 352.343.8481
Fax: 352.343.8495

Licensed Business Number: 8348

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SHEET 4 OF 7

CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMO
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT**



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 4

NW 1/4 OF SW 1/4
SECTION 5-21-25

SW CORNER OF N 418.45' OF
SW 1/4 OF SW 1/4 ALSO
BEING THE W LINE SEC 5

N 418.45' OF SW 1/4 OF SW 1/4
SECTION 5-21-25

S LINE OF N 418.45' OF SW 1/4
OF SW 1/4, SECTION 5-21-25

N89°51'20"W 1329.26'
NOT PLATTED

- A POINT 901.55' N OF THE
SW CORNER SEC 6

SE CORNER OF N 418.45'
OF SW 1/4 OF SW 1/4,
SECTION 5-21-25

SE 1/4 OF SE 1/4
SECTION 6-21-25

EAST LINE OF SEC 6-21-25
WEST LINE OF SEC 5-21-25
NORTH 901.55'

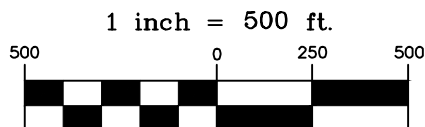
SE CORNER OF SECTION 6-21-25
NE CORNER OF SECTION 7-21-25
SW CORNER OF SECTION 5-21-25

NW 1/4 OF NE 1/4
7-21-25

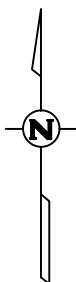
NOT F
NE 1/4 O
7.2

NOT PLATTED
NE 1/4 OF NE 1/4
7-21-25

SEE SHEET 6



GRAPHIC SCALE



SHEET 5 OF 7

[illegible]

SKETCH OF DESCRIPTION

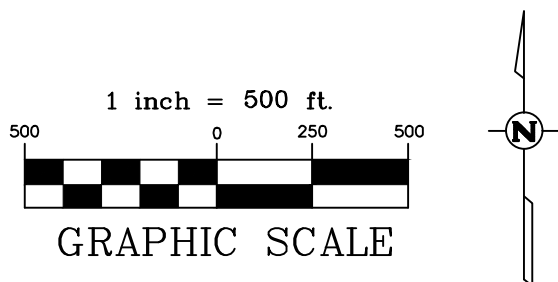
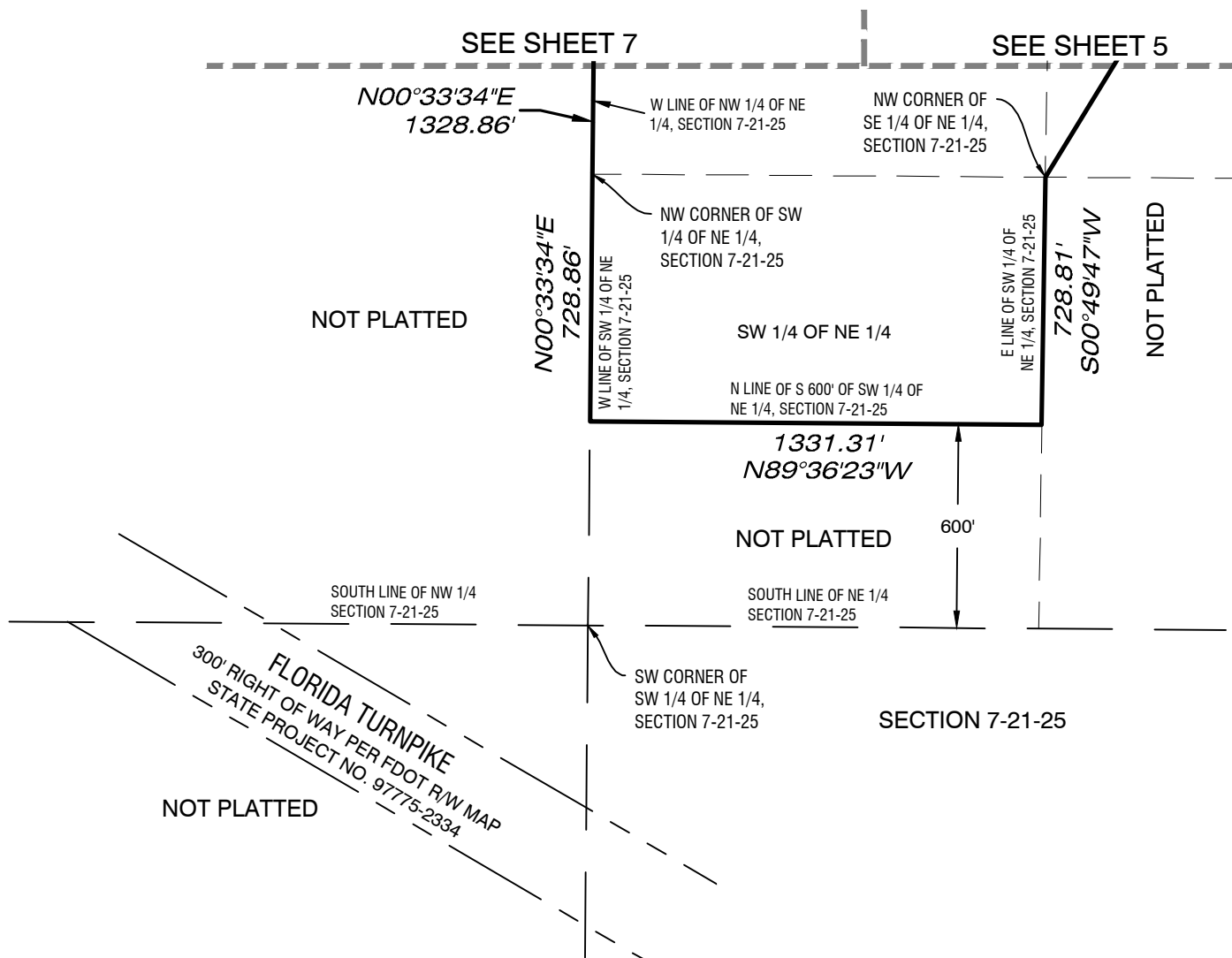
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT



SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

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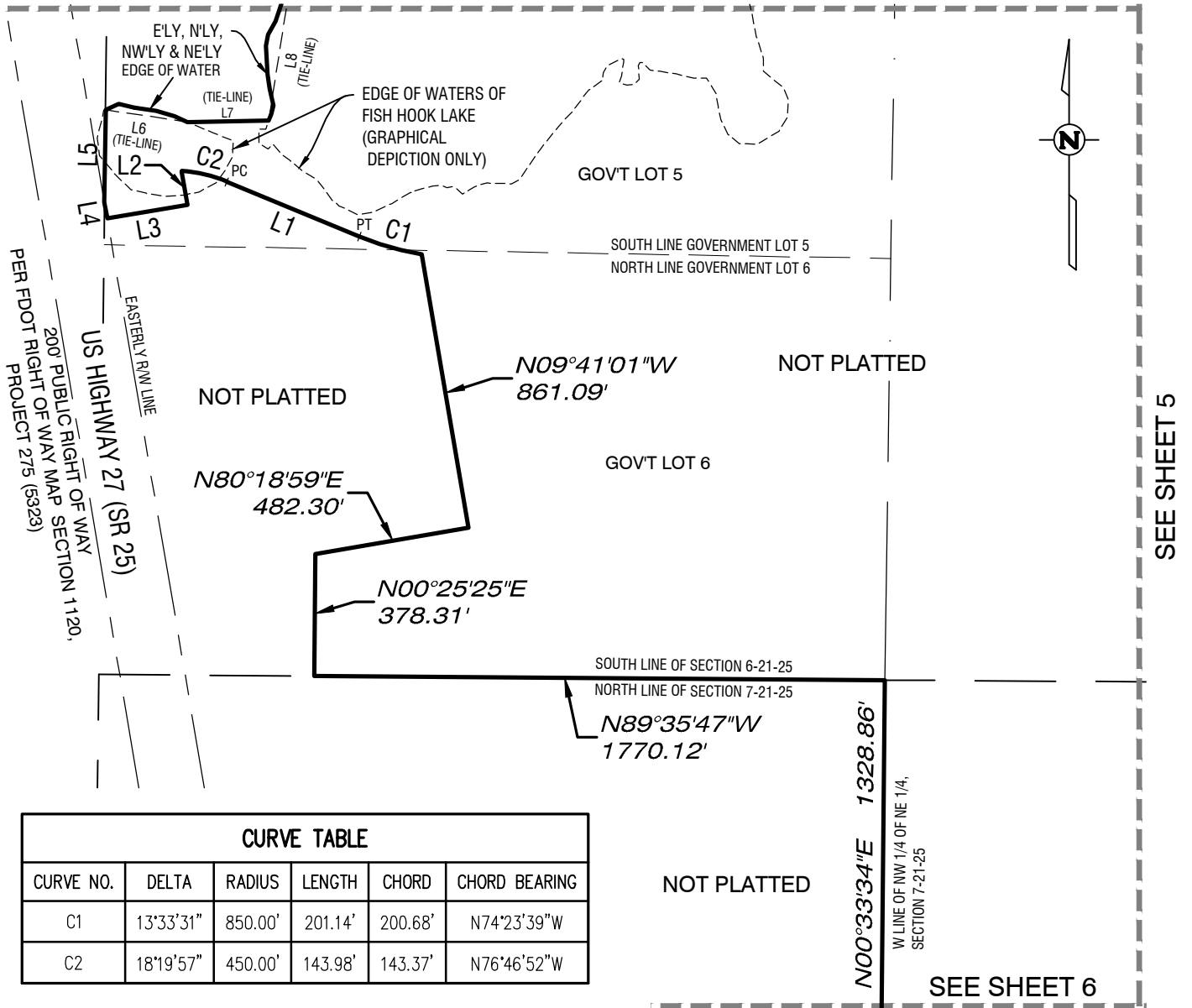
SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



CURVE TABLE

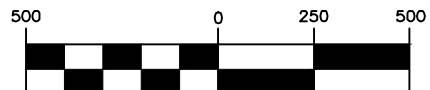
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°19'57"	450.00'	143.98'	143.37'	N76°46'52"W

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'

NOT PLATTED

1 inch = 500 ft.



GRAPHIC SCALE

SHEET 7 OF 7

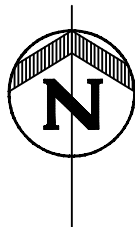
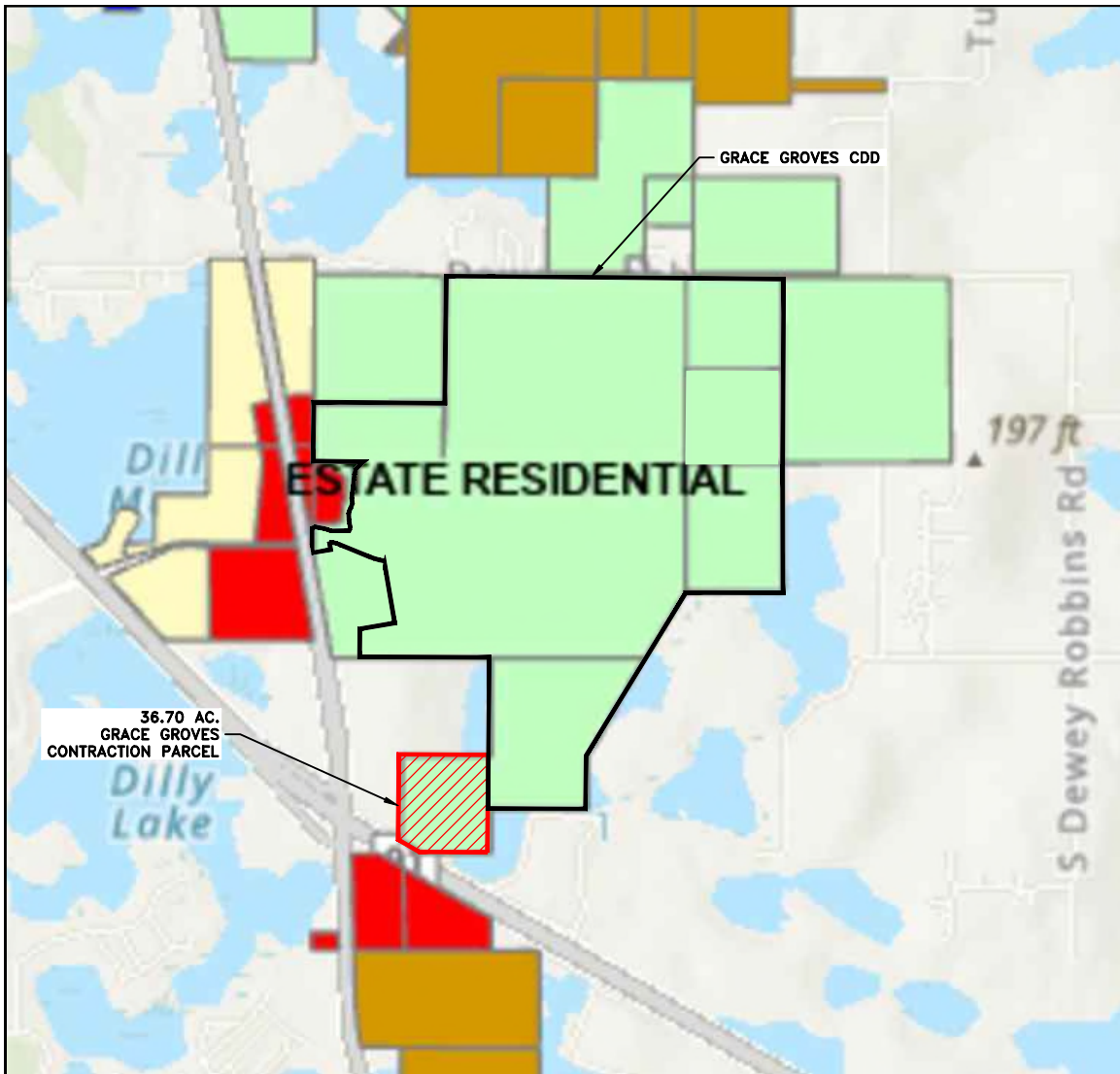
CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMO
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY
DEVELOPMENT DISTRICT**



EXHIBIT 6



GRACE GROVES CDD FUTURE LAND USE MAP



902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
TEL. (352) 343-8481
CERTIFICATE OF AUTHORIZATION
NUMBER: 33380

EXHIBIT 7



Rizzetta & Company

STATEMENT OF ESTIMATED REGULATORY COSTS

FOR

THE PETITION TO AMEND THE DISTRICT BOUNDARIES GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT

February 6, 2026

Prepared by:

Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

813-933-5571

rizzetta.com

GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ESTIMATED REGULATORY COSTS

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I. INTRODUCTION

1. PURPOSE AND SCOPE

This Statement of Estimated Regulatory Costs has been prepared as a component of the petition filed with the Board of City Commissioners of the City of Leesburg, Florida, to amend the boundaries of the Grace Groves Community Development District ("District") in accordance with Chapter 190.046(1), Florida Statutes ("F.S."). Specifically, Section 190.005(1)(a)8, F.S., requires that, as part of the petition, a Statement of Estimated Regulatory Costs be prepared pursuant to Section 120.541, F.S.

A community development district ("CDD") is established under the Uniform Community Development District Act of 1980, Chapter 190 of the Florida Statutes, as amended (the "Act"). A CDD is a local unit of special-purpose government that is limited to the performance of those specialized functions authorized by the Act. Those specialized functions consist of planning, financing, constructing and maintaining certain public infrastructure improvements and community development services. As an independent special district, the CDD's governing body establishes its own budget and, within the scope of its authorized powers, operates independently of the local general-purpose governmental entity (i.e., the city) whose boundaries include the CDD.

However, a CDD cannot regulate land use or issue development orders; those powers reside with the local general-purpose government. The Legislature has, in Section 190.004(3), F.S., made this clear by stating:

The establishment of an independent community development district as provided in this act is not a development order within the meaning of chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.



In addition, the parameters for the review and evaluation of community development district petitions are clearly set forth in Section 190.002(2)(d), F.S., as follows:

That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.

Therefore, the scope of this Statement of Estimated Regulatory Costs is limited to an evaluation of those factors pertinent to the boundary modification of a CDD as defined by the Legislature and outlined in Section 120.541(2), F.S.

The purpose of Chapter 190, F.S., is to provide another tool to government and private landowners in their efforts to comply with comprehensive plans which require adequate public facilities and services as pre-conditions for future development.

The CDD is a special purpose unit of local government that is established for the purpose of providing an alternative mechanism for financing the construction of public infrastructure. A CDD must be structured to be financially independent as intended by the Legislature. The cost of any additional public improvements to be constructed or any additional services to be provided by the City of Leesburg (the "City") or Lake County (the "County") as a result of this development will be incurred whether the infrastructure is financed through a CDD or any other alternative financing method. The annual operations and administrative costs of the District will be borne entirely by the District and will not require any subsidy from the State of Florida, the County or the City, nor will it place any additional economic burden on those persons not residing within the District.

2. GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT

The District was established pursuant to City Ordinance No. 24-33 and 25-67 and currently consists of approximately 730.35 acres ("Existing District"). Grace Groves Community Development District, the petitioner, is seeking authority to amend the boundaries of the Existing District, by removing approximately 36.69 +/- acres ("Contraction Area"), for an amended total of approximately 693.66 +/- acres after the contraction ("Amended District").



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Within the Amended District boundaries, the District will continue to exercise the powers outlined in Section 190.012, F.S., to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities and basic infrastructure that includes, but is not limited to: stormwater management, roadways, water and wastewater utilities, gas utilities, hardscaping, landscaping, irrigation, amenities, conservation, off-site improvements and or any other project, within or outside the boundaries of the District, required by a development order issued by a local government or subject of an agreement between the District and a governmental entity.

The District will finance infrastructure improvements through special or non-ad valorem assessment revenue bonds. Repayment of these bonds will be through special or non-ad valorem assessments levied against all benefited properties within the Amended District.

On-going operation and maintenance for District owned facilities is expected to be funded through maintenance assessments levied against all benefited properties within the District.

II. STATUTORY ITEMS:

Section 120.541(2), F.S. (2024), in pertinent part, provides that the elements a Statement of Estimated Regulatory Costs must contain the following:

(a) An economic analysis showing whether the rule directly or indirectly:

- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;*
- 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or*
- 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the*



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aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

The estimated regulatory impact of establishing the District is summarized below. Statutory requirements are **SHOWN IN BOLD CAPS**.



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1. AN ECONOMIC ANALYSIS SHOWING WHETHER THE ORDINANCE DIRECTLY OR INDIRECTLY:

A. IS LIKELY TO HAVE AN ADVERSE IMPACT ON ECONOMIC GROWTH, PRIVATE SECTOR JOB CREATION OR EMPLOYMENT, OR PRIVATE SECTOR INVESTMENT IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE;

It is expected that any economic impact would be positive or neutral in nature, particularly in the short term. There likely will be no significant impact on economic growth, private sector job creation or employment, or private sector investment as a direct result of the contraction of the District. However, the contraction of the District is expected to allow the remaining property located in the Amended District to be used for both the City and District use, which would presumably have some positive impact on economic growth. Additionally, the District will soon be issuing special assessment revenue bonds to finance the construction and development of public infrastructure within and surrounding the Amended District which is expected to provide a positive economic impact, particularly in the short term.

B. IS LIKELY TO HAVE AN ADVERSE IMPACT ON BUSINESS COMPETITIVENESS, INCLUDING THE ABILITY OF PERSONS DOING BUSINESS IN THE STATE TO COMPETE WITH PERSONS DOING BUSINESS IN OTHER STATES OR DOMESTIC MARKETS, PRODUCTIVITY, OR INNOVATION IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE;

Any impact on overall business competitiveness and/or innovation resulting from the District contraction is likely to be minimal, but as is the case with the economic factors described above, such impact will presumably be positive in nature. All professional contributors to the boundary contraction and anticipated resulting developmental efforts are expected to be either locally or state-based. Once development is complete, the areas within the Amended District are anticipated to be used for both the City and District use. Thus, there will be no adverse impact on business competitiveness because of the contraction of the District boundaries.

C. OR IS LIKELY TO INCREASE REGULATORY COSTS, INCLUDING ANY TRANSACTIONAL COSTS, IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE.

A dramatic increase in overall regulatory or transaction costs is highly unlikely. As will be stated in further detail below, the City of Leesburg may incur



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incidental administrative costs in reviewing the documents germane to the boundary contraction, but it is expected that these costs will be offset by the City's required filing fees for the petition.

No District facilities or services are currently provided to the Contraction Area, and it is not intended that the District will provide facilities or services to the Contraction Area in the future. Operating costs, as well as the additional maintenance of future facilities, for the property remaining in the District will be funded by the landowners of the Amended District through direct funding agreements or special assessments levied by the District.

2. A GOOD FAITH ESTIMATE OF THE NUMBER OF INDIVIDUALS AND ENTITIES LIKELY TO BE REQUIRED TO COMPLY WITH THE ORDINANCE, TOGETHER WITH A GENERAL DESCRIPTION OF THE TYPES OF INDIVIDUALS LIKELY TO BE AFFECTED BY THE ORDINANCE:

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) City of Leesburg and its residents, 3) Lake County and its residents, 4) current property owners - Amended District, 5) current property owners - Contraction Area and 6) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the contraction and on-going administration of the District and will only be affected to the extent that the State incurs those nominal administrative costs outlined in Section 3(a)(2) below. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Leesburg

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the contraction and on-going administration of the District other than any one-time administrative costs outlined in Section 3(a)(1) below. Once the District boundaries are amended, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the



City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Lake County

The County and its residents will not incur any compliance costs related to the contraction of the District. Once the District boundaries are amended, these residents will not be affected by adoption of the ordinance.

d. Current Property Owners – Amended District

The current property owners of the lands within the boundaries of the Amended District will be affected by the contraction of the District boundaries because the District's operation and maintenance costs for the District's infrastructure, will be proportionally allocated throughout the Amended District.

e. Current Property Owner and Future Property Owners – Contraction Area

The current property owners and future property owners of the lands within the Contraction Area will be affected by the contraction of the District boundaries to the extent that the District's future operations and maintenance assessments allocated for the District's operational costs will not be allocated to the Contraction Area as such property owners will be outside of the District's boundaries. Furthermore, the District does not currently provide facilities or services to the property within the Contraction Area, nor has the District issued special assessment revenue bonds for the construction or development of facilities on this land.

3. A GOOD FAITH ESTIMATE OF THE COST TO THE AGENCY, AND TO ANY OTHER STATE AND LOCAL ENTITIES, OF IMPLEMENTING AND ENFORCING THE PROPOSED ORDINANCE, AND ANY ANTICIPATED EFFECT ON STATE AND LOCAL REVENUES:

a. Costs to Governmental Agencies of Implementing and Enforcing the Ordinance

1. City of Leesburg ("Agency or City")



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Because the District encompasses less than 2,500 acres, this petition is being submitted to the City of Leesburg (i.e., the "Agency" under Section 120.541(2), F.S.) for approval in accordance with Section 190.046(1), F.S. The Agency may incur certain one-time administrative costs involved with the review of this petition, although this will be offset by the Petitioner's payment of a one-time filing fee.

Once the District boundaries are amended, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District. The District will continue to submit, for informational purposes, its annual budget, financial report, audit and public financing disclosures to the Agency. Since there are no legislative requirements for review or action, the Agency should not incur any costs. The Agency may, however, choose to review these documents.

While some District improvements may eventually be dedicated to the City for ownership/operation and maintenance, the overall financial impact to the City resulting from such actions is minimal due to available utility fees and other revenues. Moreover, regardless if the District boundaries are amended, the transaction results in a limited impact to the City's revenue, from the dedication of infrastructure related to this development to the City.

2. Lake County

While some District improvements may eventually be dedicated to the County for ownership/operation and maintenance, the overall financial impact to the County resulting from such actions is minimal due to available utility fees and other revenues. Moreover, regardless if the District boundaries are amended, the transaction results in a limited impact to the County's revenue, from the dedication of infrastructure related to this development to the County.



3. State of Florida

Once the District boundaries are amended, the State of Florida will continue to incur only nominal administrative costs to review the periodic reports required pursuant to Chapters 190 and 189, F.S. These reports include the annual financial report, annual audit and public financing disclosures. To offset these costs, the Legislature has established a maximum fee of \$175 per District per year to pay the costs incurred by the Special Districts Information Program to administer the reporting requirements of Chapter 189, F.S. This amount is currently being paid by the District and will not change when the District boundaries are amended. Because the District, as defined in Chapter 190, F.S., is designed to function as a self-sufficient special-purpose governmental entity, it is responsible for its own management. Therefore, except for the reporting requirements outlined above, or later established by law, no additional burden is placed on the State once the District has been established, and there will be no impact as a result of the contraction.

4. The District

The cost of petitioning for the District's boundary contraction will be paid entirely by the developer of the Contraction Area, Kolter Group Acquisitions, LLC (the "Developer"), pursuant to a funding agreement with the District. As a result, the District and its residents will not experience any costs relative to the implementation of the boundary contraction.

Thereafter, the District will incur costs for operations and maintenance of its facilities and for its administration. These costs will be completely paid for from annual assessments against all properties within the Amended District benefiting from its facilities and its services.

b. Impact on State and Local Revenues

It is anticipated that approval of this petition will not have any negative effect on state revenues. There is however, the potential for an increase in state sales tax revenue resulting from a stimulated economy although it is not possible to estimate this increase with any degree of certainty. In addition,



local ad valorem tax revenues may be increased due to long-lasting increases in property values resulting from the District's construction of infrastructure and on-going maintenance services. Similarly, private development within the District, which will be facilitated by the District's activities, should have a positive impact on property values and therefore ad valorem taxes. In addition, impact fee and development permit revenue is expected to be generated by private development within the District and, accordingly, should also increase local revenues.

Lastly, some express a concern that a District obligation could become a State, County or City obligation thereby negatively effecting state or local revenues. This cannot occur as Chapter 190 specifically addresses this issue and expressly states: "It is further the purpose and intent of the Legislature that no debt or obligation of a district constitutes a burden on any local general-purpose government without its consent." Section 190.002(3), F.S. "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state." Section 190.016(15), F.S.

In summary, amending the boundaries of the Grace Groves Community Development District will not create any significant economic costs for the City, County or the State of Florida.

4. A GOOD FAITH ESTIMATE OF THE TRANSACTIONAL COSTS LIKELY TO BE INCURRED BY INDIVIDUALS AND ENTITIES, INCLUDING LOCAL GOVERNMENT ENTITIES, REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE ORDINANCE:

The transactional costs associated with adoption of an ordinance to contract the District boundaries are nominal. The District will essentially function as it was originally intended. Any transaction costs associated with the boundary contraction will be funded by the Developer pursuant to a funding agreement, and will not be borne by the District or its residents.

The District is in the process of providing various community facilities and services to serve the properties within the Amended District. These facilities and services, and the estimated costs associated with the provision of each, are outlined below in Table 1.



Table 1. Summary of Estimated Construction Costs for District Public Infrastructure Improvements – Amended District

<u>Improvement</u>	<u>Estimated Cost</u>	<u>Funded by</u>	<u>O&M Entity</u>
Stormwater Management	\$13,251,385.13	CDD	CDD
Roadways	\$7,561,605.52	CDD	City
Water & Wastewater Systems	\$4,832,494.57	CDD	City
Gas Utilities	\$574,514.50	CDD	City
Hardscape / Landscape / Irrigation	\$1,828,885.54	CDD	CDD
Amenities	\$5,000,000	CDD	CDD
Conservation	\$920,875	CDD	CDD
Offsite Improvements	\$747,924.06	CDD	City/FDOT
Professional Services	\$2,000,000	CDD	CDD
Contingency (10%)	\$3,671,768.43	CDD	As Above
Total	\$40,389,452.76		

To fund the cost of maintaining infrastructure that the District maintains, operation and maintenance assessments will be imposed on properties within the Amended District. As with the special assessments for infrastructure acquisition and construction, the property owner will be responsible for payment of these assessments on the basis of the amount of benefited property owned.

All persons choosing to acquire property in the Amended District will be responsible for such assessments in addition to the taxes or assessments imposed by the City or other taxing authorities.

In exchange for the payment of these special assessments, there are potential benefits to be derived by the future property owners. Specifically, these persons can expect to receive a higher level of services because they, the property owners, will elect the members of the District's Board of Supervisors. Further, the District is limited in jurisdiction and responsibility to this single development. Therefore, the District should be extremely responsive to the needs of the property owners within the Amended District.

As mentioned above, some infrastructure improvements may eventually be dedicated to the City. However, such dedication is subject to the City agreeing to accept such dedications. As such, the City would be responsible for the cost of maintaining those improvements after ownership and/or control is transferred. Due to a number of factors, at this time it is difficult to project, with certainty, the City's actual costs to operate the improvements, but it is expected that the City will be able to offset these costs with utility charges



and other available revenues, so that any actual impact to the City will be minimal. Furthermore, the City would incur these costs even if the District did not exist and alternative financing were utilized.

5. AN ANALYSIS OF THE IMPACT ON SMALL BUSINESSES AS DEFINED BY S. 288.703, AND AN ANALYSIS OF THE IMPACT ON SMALL COUNTIES AND SMALL CITIES AS DEFINED IN S. 120.52:

Amending the boundaries of the District should not have any negative impact on small businesses. Any business, large or small, has the option of locating in a community development district provided the local governmental authority has issued the appropriate land use approvals. Those that choose this option are subjected to the financial obligations imposed by the District and accrue the benefits resulting from being in the District.

Furthermore, the District must operate according to Florida's "Sunshine" laws and must follow certain competitive bidding requirements for certain goods and services it will purchase. As a result, small businesses should be better able to compete for District business serving the lands to be included within the District.

A CDD does not discriminate in terms of the size of businesses that can be located within the boundaries or transact business with the CDD.

The District, as amended, should have a positive impact on the small businesses of the local economy. As outlined above, success of the development should generate increased employment and stimulate economic activity in the area through increased construction expenditures related to infrastructure and private development, thus providing enhanced opportunity for small businesses.

The City of Leesburg is not defined as a small city for purposes of this requirement.

In addition, amending the boundaries of a CDD should not have a negative impact on small cities or counties, because the cost to construct the infrastructure is borne entirely by the property owners within the District.

6. ANY ADDITIONAL INFORMATION THAT THE AGENCY DETERMINES MAY BE USEFUL:

Certain data utilized in this report was provided by the Petitioner and represents the best information available at this time. Other data was provided by Rizzetta & Company, Incorporated and was based on



Rizzetta & Company

observations, analysis and experience with private development and other CDD's in various stages of existence.

7. A DESCRIPTION OF ANY REGULATORY ALTERNATIVES SUBMITTED AND A STATEMENT ADOPTING THE ALTERNATIVE OR A STATEMENT OF THE REASONS FOR REJECTING THE ALTERNATIVE IN FAVOR OF THE PROPOSED RULE:

Not applicable.



Rizzetta & Company

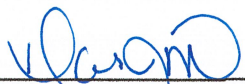
EXHIBIT 8

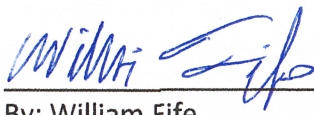
AUTHORIZATION OF AGENT

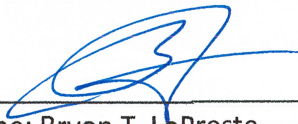
This letter shall serve as a designation of Jere Earlywine of Kutak Rock, LLP, to act as agent for Petitioner, Grace Groves Community Development District, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to Amend the Boundaries of the Grace Groves Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

WITNESSES:

GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT


Name: Darlene J. Miklos

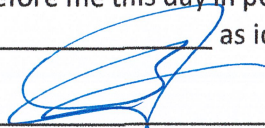

By: William Fife
Chairman, Board of Supervisors

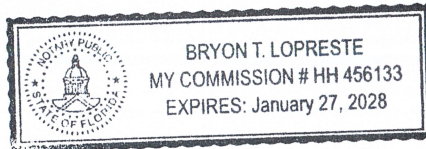

Name: Bryon T. LoPreste

Date: January 27, 2026

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of January, 2026, by William Fife, as Chairman of Grace Groves Community Development District, who appeared before me this day in person, and who is either ☒ personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste
Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: May 11, 2026

From: Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning)

Subject: An Ordinance of the City of Leesburg, Florida, amending the boundaries for the County Road 33 Community Development District established pursuant to Ordinance 23-58; providing a severability clause; addressing conflicts; and providing an effective date. (CR 33 CDD Expansion)

Staff Recommendation:

Staff recommends approval of the request to expand the CR-33 CDD Boundary.

Analysis:

The County Road 33 Community Development District (CDD) is requesting to expand the overall acreage of the current CDD boundary. This would increase the overall size of the CDD by 702.307 +/- acres, from 441.153 +/- acres to 1,143.46 +/- acres. The general location of these properties is south of the Florida Turnpike and east and west of County Road 33. The current boundary of the CR 33 CDD District encompasses the Preservation Place plus Phases 1 and 2 of the Banning Ranch subdivision. The revised land area adds the Terra Vista subdivision and Banning Ranch Phases 3, 4, and 5. All of these projects are planned unit development subdivisions.

A CDD's services may include, but are not limited to, the financing, building, construction and operation of water and wastewater systems, roads, bridges, transit, shelters, environmental, conservation and mitigation areas, parks, plus school and security measures. These services may vary from district to district. CDD's are specific to a described area, and have no zoning, development permitting or police power, and have no authority to encumber debt to a local government. Each district must remain in compliance with the local government's comprehensive plan.

Procurement Analysis:

N/A

Options:

1. Approve the Ordinance to expand the CR 33 CDD Boundary 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. 26-__

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING
THE BOUNDARIES OF THE COUNTY ROAD 33 COMMUNITY
DEVELOPMENT DISTRICT ESTABLISHED PURSUANT TO
ORDINANCE 23-58; PROVIDING A SEVERABILITY CLAUSE;
ADDRESSING CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, effective October 9, 2023, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City of Leesburg, Florida ("**City**"), previously adopted Ordinance No. 23-58 establishing the County Road 33 Community Development District ("**District**"); and

WHEREAS, the District has petitioned the City to adopt an ordinance amending the boundaries of 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 County Road 33 Community Development District* ("**Petition**") are true and correct; and

WHEREAS, as set forth in the Petition, the landowners of the Expansion Parcels have provided their consent to the Boundary Amendment; and

WHEREAS, a public hearing has been conducted by the City on April 27, 2026, 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 (2025).

SECTION 2: EXTERNAL BOUNDARIES OF THE DISTRICT, AS AMENDED. The external boundaries of the District, as amended, are described in **Exhibit A** attached hereto, the overall boundaries containing 1,143.46 acres of land, more or less, as described therein.

SECTION 3: 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 4: CONFLICTING ORDINANCES. Except to the extent expressly stated herein, Ordinance No. 23-58 remains in full force and effect. All other ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 5: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

[SIGNATURE PAGE TO FOLLOW]

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

THE CITY OF LEESBURG, FLORIDA

BY: _____
Mayor

Attest: _____
City Clerk

EXHIBIT A

COUNTY ROAD 33 CDD

LEGAL DESCRIPTION OF THE EXTERNAL BOUNDARIES OF THE DISTRICT, AS AMENDED

[PRESERVATION PLACE FORMALLY KNOWN AS BATTAGLIA PHASE 1 & 2]

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 ORTH 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 SAIS 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.

AND ALSO INCLUDING

[BANNING RANCH - PHASES 1 & 2]

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, ACCORDING 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, 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.

AND ALSO INCLUDING

[BANNING RANCH – PHASE 3]

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°13'40" EAST, ALONG SAID NORTH LINE, 560.80 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°38'34" EAST, ALONG SAID WEST LINE, 2634.89 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°09'21" EAST,

ALONG SAID NORTH LINE, 1324.17 FEET TO A POINT ON THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°40'52" WEST, ALONG SAID EAST LINE, 1317.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°18'37" EAST, ALONG SAID NORTH LINE, 1322.17 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'40" WEST, ALONG SAID EAST LINE, 1318.51 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°14'54" EAST, ALONG SAID NORTH LINE, 736.10 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°44'31" WEST, ALONG SAID EAST LINE, 1324.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'25" WEST, ALONG SAID SOUTH LINE, 735.68 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'14" WEST, ALONG SAID WEST LINE, 1324.35 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 984.82 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°46'19" EAST, 362.37 FEET; THENCE RUN NORTH 11°19'36" WEST, 488.35 FEET; THENCE RUN NORTH 84°17'16" WEST, 661.70 FEET; THENCE RUN NORTH 16°03'16" EAST, 266.54 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF NORTH 08°59'39" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 01°56'03" EAST, 18.77 FEET; THENCE RUN NORTH 88°03'57" WEST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 6.21 FEET; THENCE RUN NORTH 88°03'57" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF NORTH 40°57'59" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF NORTH 78°54'22" WEST; THENCE RUN NORTH 73°56'44" WEST, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN NORTH 73°56'44" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A

CHORD BEARING OF NORTH 28°56'44" WEST; THENCE RUN NORTH 16°03'16" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 16°03'16" EAST, 95.00 FEET; THENCE RUN NORTH 73°56'44" WEST, 190.00 FEET; THENCE RUN NORTH 11°01'08" WEST, 121.31 FEET; THENCE RUN NORTH 72°12'39" WEST, 651.92 FEET; THENCE RUN NORTH 36°53'26" WEST, 512.29 FEET; THENCE RUN NORTH 00°00'00" EAST, 378.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 265.508 ACRES, MORE OR LESS

AND ALSO INCLUDING

[BANNING RANCH – PHASE 4]

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°00'00" EAST, 378.84 FEET; THENCE RUN SOUTH 36°53'26" EAST, 512.29 FEET; THENCE RUN SOUTH 72°12'39" EAST, 651.92 FEET; THENCE RUN SOUTH 11°01'08" EAST, 121.31 FEET; THENCE RUN SOUTH 73°56'44" EAST, 190.00 FEET; THENCE RUN SOUTH 16°03'16" WEST, 95.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN SOUTH 16°03'16" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 28°56'44" EAST; THENCE RUN SOUTH 73°56'44" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE RUN SOUTH 73°56'44" EAST,

122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF SOUTH 78°54'22" EAST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF SOUTH 40°57'59" EAST; THENCE RUN SOUTH 88°03'57" EAST, 50.00 FEET; THENCE RUN NORTH 01°56'03" EAST, 6.21 FEET; THENCE RUN SOUTH 88°03'57" EAST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 18.77 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF SOUTH 08°59'39" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 16°03'16" WEST, 266.54 FEET; THENCE RUN SOUTH 84°17'16" EAST, 661.70 FEET; THENCE RUN SOUTH 11°19'36" EAST, 488.35 FEET; THENCE RUN SOUTH 00°46'19" WEST, 362.37 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 335.37 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°10'09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.38 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°20'19" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32, A DISTANCE OF 1327.91 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE RUN NORTH 00°40'48" EAST, ALONG SAID WEST LINE, 2648.08 FEET TO THE NORTH LINE OF SAID EAST HALF; THENCE RUN SOUTH 89°16'25" EAST, ALONG SAID NORTH LINE, 1324.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 198.403 ACRES, MORE OR LESS

AND ALSO INCLUDING

[BANNING RANCH – PHASE 5]

A TRACT OF LAND, LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, FOR A POINT OF BEGINNING; THENCE RUN North 89°19'52" West, 3754.41 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 48 PER RIGHT-OF-WAY MAP PROJECT 1029, ROAD 2; THENCE RUN North 29°02'04" East, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE,

1749.96 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN North 84°12'41" East, 391.52 FEET; THENCE RUN South 73°31'36" East, 666.20 FEET; THENCE RUN South 58°53'42" East, 656.86 FEET; THENCE RUN North 79°49'04" East, 1351.03 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32 THENCE RUN SOUTH 00°40'48" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1324.04 FEET TO the POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND, LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 103.141 ACRES MORE OR LESS.

AND ALSO INCLUDING

[TIERRA VISTA]

A TRACT OF LAND BEING A PORTION OF SECTION 27 AND A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF FLORIDA DEPARTMENT OF TRANSPORTATION, COUNTY ROAD 33 RIGHT OF WAY MAP 11020(3) AND WESTERLY OF THE FLORIDA STATE TURNPIKE AUTHORITY, SUNSHINE STATE PARKWAY, PROJECT NO. 2 RIGHT OF WAY MAP, SECTION 11020(1), LAST DATED: APRIL 23, 1982 AND CONTRACT NO. 13.3, LAST DATED: JULY 7TH, 1962, DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE RUN NORTH 89°11'01" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 2,381.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 33, THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2,895.58 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 33 FOR THE FOLLOWING THREE COURSES; NORTH 05°33'20" EAST, 116.16 FEET; THENCE CONTINUE NORTH 05°33'20" EAST, 202.24 FEET; THENCE NORTH 02°58'31" WEST, 575.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SUNSHINE PARKWAY; THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 3,765.97 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 00°32'58" WEST, ALONG SAID EAST SECTION LINE, 1,038.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ION THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 135.255 ACRES, MORE OR LESS.

FOR A TOTAL OF 1,143.46 ACRES, MORE OR LESS.

**BEFORE THE CITY COMMISSION OF
THE CITY OF LEESBURG, FLORIDA**

**PETITION TO AMEND THE BOUNDARIES OF
COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT**

County Road 33 Community Development District (“**District**” or “**Petitioner**”), a local unit of special-purpose government established pursuant to the provisions of Chapter 190, *Florida Statutes*, and City of Leesburg Ordinance No. 23-58 (“**Ordinance**”), and located entirely within the City of Leesburg, Florida, hereby petitions the City Commission of the City of Leesburg, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, and specifically Section 190.046(1), *Florida Statutes*, to adopt an amendment to the Ordinance in order to amend the District’s boundaries and add approximately 702.307 acres to the District. In support of this petition (“**Petition**”), the District states the following:

1. Location and Size. The District is located entirely within the City of Leesburg, Florida (“**City**”). **Exhibit 1** depicts the general location and boundaries of the existing District, as well as the Expansion Parcels (herein defined). The metes and bounds description of the external boundary of the existing District, consisting of 441.153 acres, more or less, is set forth in **Exhibit 2**. The metes and bounds of the lands to be added to the District (“**Expansion Parcels**”), consisting of 702.307 acres, more or less, are set forth in **Composite Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 1,143.46 acres, more or less, in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended (“**Amended District**”).

2. Excluded Parcels. There are no parcels within the external boundary of the Amended District that are to be excluded from the Amended District.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundaries of the District from the owners of one hundred percent (100%) of the Expansion Parcels. Documentation of this consent is contained in **Composite Exhibit 5**. The filing of this Petition by the District’s Board of Supervisors also constitutes consent of all the landowners within the District pursuant to Section 190.046(1)(g), *Florida Statutes*, as is evidenced by the District’s Resolution 2026-03 and submission of this Petition. Resolution 2026-03 is attached hereto as **Exhibit 6**.

4. Future Land Uses. The designation of the existing and future general distribution, location, and extent of the public and private land uses proposed within the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Composite Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

5. Major Water and Wastewater Facilities and Outfalls. There are no existing major trunk water mains and wastewater interceptors currently located within the Expansion Parcels.

Exhibit 8A demonstrates the pre-development drainage patterns and basins for the lands within the Expansion Parcels. Maps illustrating the post-development drainage conditions to be included within the Expansion Parcels is provided in **Exhibit 8B**. **Exhibit 8C** demonstrates the existing and proposed major trunk water mains and wastewater interceptors within the currently undeveloped lands located within and near the Expansion Parcels.

6. District Facilities. **Exhibit 9** describes the type of facilities the District presently expects to finance, fund, construct, acquire and/or install, as well as the anticipated entities responsible for ownership and maintenance. The estimated costs of constructing the infrastructure serving lands within the Expansion Parcels are also identified in **Exhibit 9**. Currently, these improvements are estimated to be made, acquired, constructed, and/or installed over the time period from 2027 through 2036. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

7. Statement of Estimated Regulatory Costs. **Exhibit 10** is the statement of estimated regulatory costs (“**SERC**”) prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

8. Authorized Agents. The authorized agents for the Petitioner are Sarah R. Sandy and Michelle K. Rigoni of Kutak Rock LLP. See **Exhibit 11**, Authorization of Agents. Copies of all correspondence and official notices should also be sent to:

Sarah R. Sandy, Esq. (Sarah.Sandy@kutakrock.com)
Michelle K. Rigoni, Esq. (Michelle.Rigoni@kutakrock.com)
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

9. Statutory Criteria. This petition to amend the boundaries of the District should be granted because it meets the factors set forth in Section 190.046(1)(c) and 190.005(1)(e), *Florida Statutes*, as follows:

- a. The statements contained within this Petition are true and correct.
- b. Amendment of the District’s boundaries and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the effective local Comprehensive Plan.
- c. The area of land within the Amended District is part of a planned community. The District as amended will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

- d. The expansion of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the Expansion Parcels. The District is the best alternative for delivering community development services and facilities to the Expansion Parcels community without imposing an additional burden on the general population of the local general-purpose government. Expansion of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.
- e. The community development services and facilities of the Amended District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the expansion of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities to the Expansion Parcels.
- f. The area to be served by the Amended District will continue to be amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Leesburg, Florida to:

- a. Hold a public hearing in accordance with the requirements of Section 190.046(1)(c), *Florida Statutes*;
- b. Grant this Petition and amend the Ordinance to expand the boundaries of the District by adding the Expansion Parcels, all pursuant to Chapter 190, *Florida Statutes*; and
- c. Grant any other relief as appropriate.

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RESPECTFULLY SUBMITTED, as of the 4th day of March 2026.

KUTAK ROCK LLP



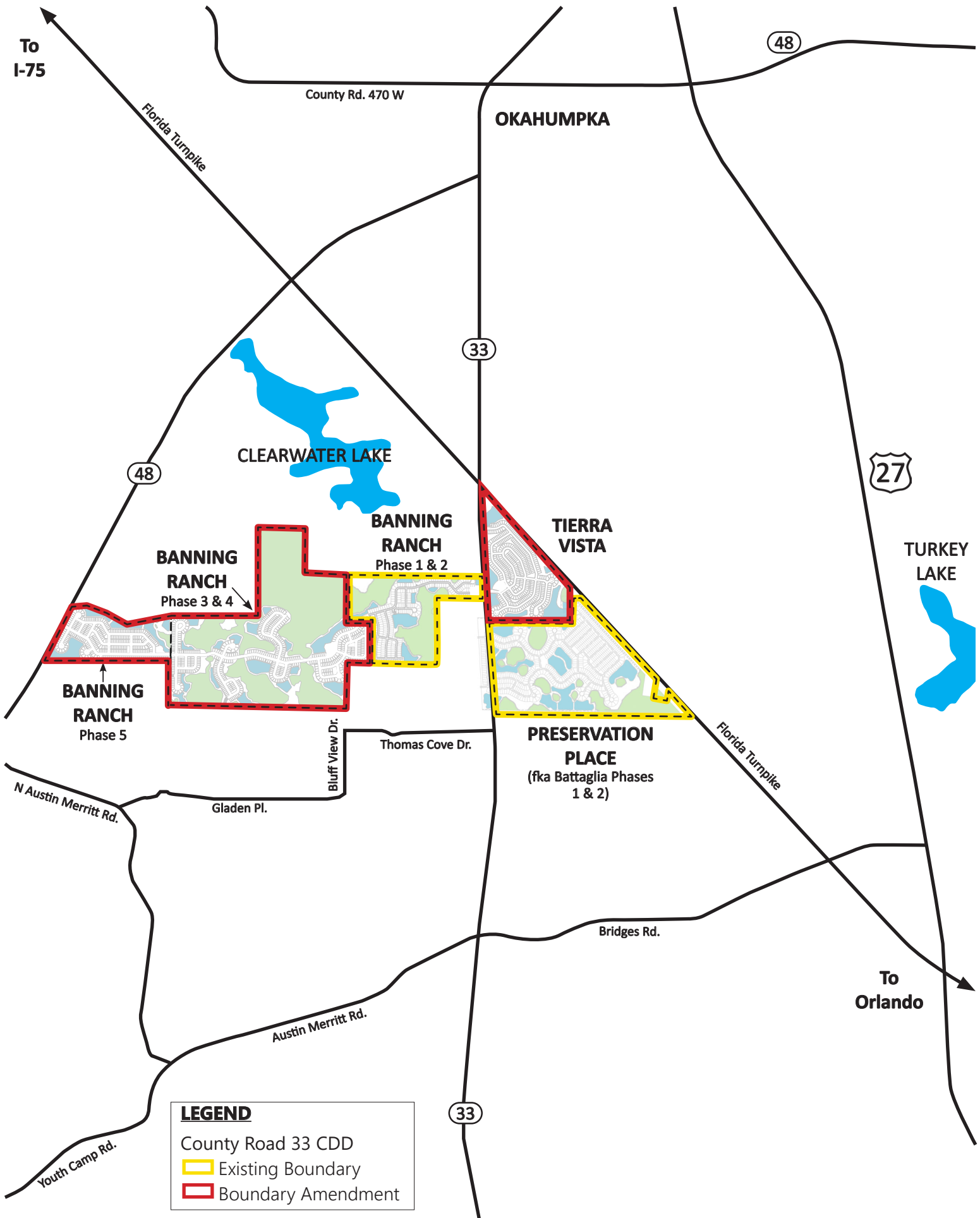
Sarah R. Sandy
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Michelle K. Rigoni
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Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
(850) 692-7319 (facsimile)

ATTORNEYS FOR PETITIONER COUNTY ROAD 33
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT LIST

Exhibit 1	General Location Map, depicting Expansion Parcels
Exhibit 2	Metes and Bounds Legal Description of Existing District
Composite Exhibit 3	Metes and Bounds Legal Descriptions of Expansion Parcels
Exhibit 4	Metes and Bounds Legal Description of Amended District
Composite Exhibit 5	Consents of Landowners
Exhibit 6	Approving Resolution 2026-03
Composite Exhibit 7	Future Land Use Maps
Exhibit 8A	Pre-Development Drainage Patterns and Basins
Exhibit 8B	Post-Development Drainage Conditions
Exhibit 8C	Existing and Proposed Major Trunk Water Mains and Wastewater Interceptors
Exhibit 9	List of Facilities, Ownership and Maintenance, and Cost Estimates
Exhibit 10	Statement of Estimated Regulatory Costs ("SERC")
Exhibit 11	Authorization of Agents

1



2

**COUNTY ROAD 33 CDD
LEGAL DESCRIPTION - EXISTING DISTRICT**

[BANNING RANCH PHASE 1 & 2]

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, ACCORDING 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, 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.

AND ALSO INCLUDING

[PRESERVATION PLACE FORMALLY KNOWN AS BATTAGLIA PHASE 1 & 2]

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 ORTH 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.

FOR A TOTAL OF 441.153 ACRES, MORE OR LESS.

Composite 3

LEGAL DESCRIPTION

LEGAL DESCRIPTION BANNING 3 AND 4

A TRACT OF LAND BEING THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST. AND THE SOUTHWEST QUARTER OF SAID SECTION 33, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS THE EAST 585 FEET, OF SAID SECTION 33, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°20'19" WEST, ALONG THE SOUTH LINE OF SAID EAST HALF OF SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 1327.91 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE RUN NORTH 00°40'48" EAST, ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, 2,648.08 FEET TO THE NORTH LINE OF SAID EAST HALF OF SOUTHEAST QUARTER; THENCE RUN SOUTH 89°16'25" EAST ALONG SAID NORTH LINE, 1,324.54 TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1,322.39 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THEN RUN NORTH 00°38'34" EAST, ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 2,634.89 FEET TO THE NORTH LINE OF SAID SECTION 33; THENCE RUN SOUTH 89°09'21" EAST, ALONG THE NORTH LINE OF SECTION 33, 1,324.17 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33, ALSO BEING THE WEST LINE OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°40'52" WEST ALONG THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER AND ALONG THE WEST LINE OF SAID CLEARWATER RESERVE PHASE 1, 1,317.08 FEET; THENCE RUN SOUTH 89°18'37" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, ALSO BEING THE SOUTH LINE OF SAID CLEARWATER RESERVE PHASE 1, A DISTANCE OF 1,322.17 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 33; THENCE RUN SOUTH 00°43'40" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 1,318.51 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°14'54" EAST, 736.10 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS THE EAST 585 FEET THEREOF, THENCE RUN SOUTH 00°44'31" WEST, ALONG SAID EAST LINE, 1,324.55 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, ALSO BEING THE NORTH LINE OF HAMMOCK GROVE ESTATES, ACCORDING 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 SAID NORTH LINE, 735.68 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'14" WEST ALONG SAID EAST LINE, 1,324.35 TO THE SOUTH LINE OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 1,320.19 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE CONTINUE ALONG SAID SOUTH SECTION LINE, NORTH 89°10'09" WEST, 2,640.38 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 463.911 ACRES, MORE OR LESS.

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 3 FOR SURVEYOR'S NOTES AND SHEET 3 OF 3 FOR SKETCH OF LEGAL.

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM



Digitally signed
by David A
White
Date:
2024.05.14
09:13:11 -04'00'

SECTION 32 & 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 14, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 24-019

O: 24-019 Hanover Banning 3 and 4 24-019 SOD.dwg May 14, 2024 - 8:14am

LEGAL DESCRIPTION

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE OF SECTION 66, TOWNSHIP 20 S, RANGE 24 E, BEING NORTH 89°10'09" WEST
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

LEGEND

Δ	DELTA
L	LENGTH
$\oslash$	CENTER LINE
R	RADIUS
P.B.	PLAT BOOK
PG(S).	PAGE(S)
R/W	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CHD	CHORD DISTANCE
CHB	CHORD BEARING

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 3 FOR SKETCH OF LEGAL AND SHEET 3 OF 3 FOR SKETCH

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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SECTION 32 & 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 14, 2024

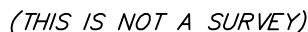
PREP BY: KDM

DRAWN BY: KDM

JOB #: 24-019

O:\24-019 Hanover Banning 3 and 4\24-019 SOD.dwg May 14, 2024 - 8:14am

SECTION 28
TWP. 20 S. RGE. 24 E.



PEC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

WWW.PECONLINE.COM

DATE: MAY 14, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 24-019

0: 24-019 Hanover Banning 3 and 4 24-019 SOD.dwg May 14, 2024 - 8:15am

LEGAL DESCRIPTION

BANNING 5

LEGAL DESCRIPTION:

A TRACT OF LAND, LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°19'52" WEST, 3754.41 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 48 PER RIGHT-OF-WAY MAP PROJECT 1029, ROAD 2; THENCE RUN NORTH 29°02'04" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 1749.96 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 84°12'41" EAST, 391.52 FEET; THENCE RUN SOUTH 73°31'36" EAST, 666.20 FEET; THENCE RUN SOUTH 58°53'42" EAST, 656.86 FEET; THENCE RUN NORTH 79°49'04" EAST, 1351.03 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32 THENCE RUN SOUTH 00°40'48" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1324.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND, LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 103.141 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST LINE OF THE NORTHWEST QUARTER, OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING SOUTH 00°40'48" WEST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.



Digitally signed
by David A
White
Date:
2026.01.23
16:30:00 -05'00'

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION L.B. #7808
DATE OF SIGNATURE: 01-23-2026

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL.

(SHEET 1 OF 2)

PEC

SURVEYING AND MAPPING

CERTIFICATE OF AUTHORIZATION NUMBER LB 966

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WWW.PECONLINE.COM

SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: JANUARY 23, 2026

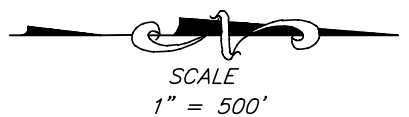
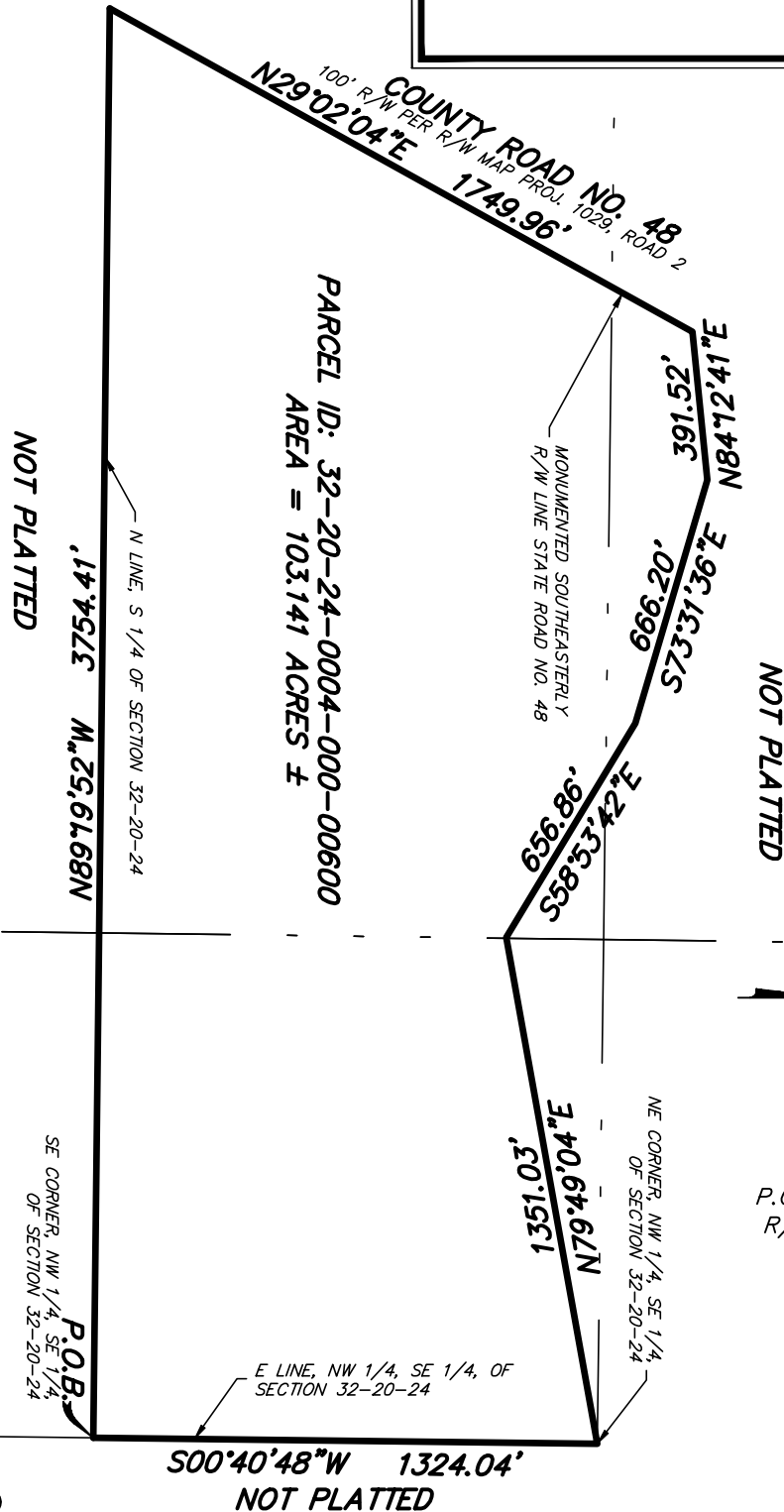
PREP BY: R.J.G.

DRAWN BY: R.J.G.

JOB #: 24-058

O: 24-058 Hanover Zellwood Properties Banning 5\24-058 SOD.dwg Jan 23, 2026 - 2:55pm

LEGAL DESCRIPTION BANNING 5



LEGEND
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

(SHEET 2 OF 2)

PEC

SURVEYING AND MAPPING

CERTIFICATE OF AUTHORIZATION NUMBER LB 966

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: JANUARY 23, 2026

PREP BY: R.J.G.

DRAWN BY: R.J.G.

JOB #: 24-058

O:\24-058 Hanover Zellwood Properties Banning 5\24-058 SOD.dwg Jan 23, 2026 -- 2:59pm

LEGAL DESCRIPTION

LEGAL DESCRIPTION

TIERRA VISTA

A TRACT OF LAND BEING THAT PART OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE, AND THAT PART OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE RUN NORTH 89°11'01" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 2,381.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 33, THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2,895.58 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 33 FOR THE FOLLOWING THREE COURSES; NORTH 05°33'20" EAST, 116.16 FEET; THENCE CONTINUE NORTH 05°33'20" EAST, 202.24 FEET; THENCE NORTH 02°58'31" WEST, 575.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SUNSHINE PARKWAY; THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 3,765.97 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 00°32'58" WEST, ALONG SAID EAST SECTION LINE, 1,038.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ION THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 135.255 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WESTERLY RIGHT OF WAY LINE OF SUNSHINE PARKWAY, BEING SOUTH 42°27'02" EAST PER STATE RIGHT OF WAY MAP PROJ #2, STATE OF FLORIDA TURNPIKE AUTHORITY.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL.



Digitally signed
by David A
White
Date:
2024.05.14
09:14:53 -04'00'

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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SECTION 27 & 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 9, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 23-064

O: 23-064 Hanover Agua Marina | 23-064 SOD-C3D.dwg May 13, 2024 - 1:20pm

LEGAL DESCRIPTION

SCALE
1" = 600'

LEGEND

Δ	DELTA
L	LENGTH
$\mathcal{C}$	CENTER LINE
R	RADIUS
$P.B.$	PLAT BOOK
$PG(S).$	PAGE(S)
R/W	RIGHT-OF-WAY
$P.O.C.$	POINT OF COMMENCEMENT
$P.O.B.$	POINT OF BEGINNING
CHD	CHORD DISTANCE
CHB	CHORD BEARING

**CLEARWATER RESERVE
PHASE 1**
(P.B. 57, PGS. 89-94)

A PORTION OF SECTIONS
27 & 34,
TOWNSHIP 20 SOUTH
RANGE 24 EAST
135.255 ACRES ±

10' SUMTER ELECTRIC COOPERATIVE
RIGHT OF WAY EASEMENT
O.R.B. 414, PAGE 766

A PORTION OF
SECTION 34-20-24
NE. 1/4, SECTION 34, TOWNSHIP 20
SOUTH, RANGE 24 EAST

REMAINDER OF SECTION
34-20-24
NOT PLATTED

PARCEL ID. 35-20-24-0002-000-01500
(ALTERNATE KEY NO. 3884013)

SOUTH LINE, NW. 1/4, SECTION 35, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTH LINE, SW. 1/4, SECTION 35, TOWNSHIP
SOUTH, RANGE 24 EAST

15' NON-EXCLUSIVE ACCESS
EASEMENT
(O.R.B. 3601, PG. 1733)

PARCEL ID.
34-20-24-0004-000-00800
(ALTERNATE KEY NO. 1035465)

PARCEL ID.
34-20-24-0004-000-00900
(ALTERNATE KEY NO. 1775302)

REMAINDER OF SECTION
35-20-24
NOT PLATTED

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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WWW.PECONLINE.COM

SECTION 27 & 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 9, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 23-064

0: |23-064 Hanover Agua Marina|23-064 SOD-C3D.dwg May 09, 2024 - 12:16pm

4

**COUNTY ROAD 33 CDD
LEGAL DESCRIPTION - AMENDED DISTRICT**

[PRESERVATION PLACE FORMALLY KNOWN AS BATTAGLIA PHASE 1 & 2]

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 ORTH 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 SAIS 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.

AND ALSO INCLUDING

[BANNING RANCH - PHASES 1 & 2]

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, ACCORDING 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, 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.

AND ALSO INCLUDING

[BANNING RANCH – PHASE 3]

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°13'40" EAST, ALONG SAID NORTH LINE, 560.80 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°38'34" EAST, ALONG SAID WEST LINE, 2634.89 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°09'21" EAST, ALONG SAID NORTH LINE, 1324.17 FEET TO A POINT ON THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°40'52" WEST, ALONG SAID EAST LINE, 1317.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°18'37" EAST, ALONG SAID NORTH LINE,

1322.17 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'40" WEST, ALONG SAID EAST LINE, 1318.51 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°14'54" EAST, ALONG SAID NORTH LINE, 736.10 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°44'31" WEST, ALONG SAID EAST LINE, 1324.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'25" WEST, ALONG SAID SOUTH LINE, 735.68 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'14" WEST, ALONG SAID WEST LINE, 1324.35 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 984.82 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°46'19" EAST, 362.37 FEET; THENCE RUN NORTH 11°19'36" WEST, 488.35 FEET; THENCE RUN NORTH 84°17'16" WEST, 661.70 FEET; THENCE RUN NORTH 16°03'16" EAST, 266.54 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF NORTH 08°59'39" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 01°56'03" EAST, 18.77 FEET; THENCE RUN NORTH 88°03'57" WEST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 6.21 FEET; THENCE RUN NORTH 88°03'57" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF NORTH 40°57'59" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF NORTH 78°54'22" WEST; THENCE RUN NORTH 73°56'44" WEST, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN NORTH 73°56'44" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 28°56'44" WEST; THENCE RUN NORTH 16°03'16" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE

RUN NORTH 16°03'16" EAST, 95.00 FEET; THENCE RUN NORTH 73°56'44" WEST, 190.00 FEET; THENCE RUN NORTH 11°01'08" WEST, 121.31 FEET; THENCE RUN NORTH 72°12'39" WEST, 651.92 FEET; THENCE RUN NORTH 36°53'26" WEST, 512.29 FEET; THENCE RUN NORTH 00°00'00" EAST, 378.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 265.508 ACRES, MORE OR LESS

AND ALSO INCLUDING

[BANNING RANCH – PHASE 4]

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°00'00" EAST, 378.84 FEET; THENCE RUN SOUTH 36°53'26" EAST, 512.29 FEET; THENCE RUN SOUTH 72°12'39" EAST, 651.92 FEET; THENCE RUN SOUTH 11°01'08" EAST, 121.31 FEET; THENCE RUN SOUTH 73°56'44" EAST, 190.00 FEET; THENCE RUN SOUTH 16°03'16" WEST, 95.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN SOUTH 16°03'16" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 28°56'44" EAST; THENCE RUN SOUTH 73°56'44" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE RUN SOUTH 73°56'44" EAST, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF SOUTH 78°54'22" EAST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET,

A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF SOUTH 40°57'59" EAST; THENCE RUN SOUTH 88°03'57" EAST, 50.00 FEET; THENCE RUN NORTH 01°56'03" EAST, 6.21 FEET; THENCE RUN SOUTH 88°03'57" EAST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 18.77 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF SOUTH 08°59'39" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 16°03'16" WEST, 266.54 FEET; THENCE RUN SOUTH 84°17'16" EAST, 661.70 FEET; THENCE RUN SOUTH 11°19'36" EAST, 488.35 FEET; THENCE RUN SOUTH 00°46'19" WEST, 362.37 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 335.37 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°10'09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.38 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°20'19" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32, A DISTANCE OF 1327.91 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE RUN NORTH 00°40'48" EAST, ALONG SAID WEST LINE, 2648.08 FEET TO THE NORTH LINE OF SAID EAST HALF; THENCE RUN SOUTH 89°16'25" EAST, ALONG SAID NORTH LINE, 1324.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 198.403 ACRES, MORE OR LESS

AND ALSO INCLUDING

[BANNING RANCH – PHASE 5]

A TRACT OF LAND, LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, FOR A POINT OF BEGINNING; THENCE RUN North 89°19'52" West, 3754.41 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 48 PER RIGHT-OF-WAY MAP PROJECT 1029, ROAD 2; THENCE RUN North 29°02'04" East, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 1749.96 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN North 84°12'41" East, 391.52 FEET; THENCE RUN South 73°31'36" East, 666.20 FEET; THENCE RUN South 58°53'42" East, 656.86 FEET; THENCE RUN North 79°49'04" East, 1351.03 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32 THENCE RUN SOUTH 00°40'48" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1324.04 FEET TO the POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND, LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 103.141 ACRES MORE OR LESS.

AND ALSO INCLUDING

[TIERRA VISTA]

A TRACT OF LAND BEING A PORTION OF SECTION 27 AND A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF FLORIDA DEPARTMENT OF TRANSPORTATION, COUNTY ROAD 33 RIGHT OF WAY MAP 11020(3) AND WESTERLY OF THE FLORIDA STATE TURNPIKE AUTHORITY, SUNSHINE STATE PARKWAY, PROJECT NO. 2 RIGHT OF WAY MAP, SECTION 11020(1), LAST DATED: APRIL 23, 1982 AND CONTRACT NO. 13.3, LAST DATED: JULY 7TH, 1962, DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE RUN NORTH 89°11'01" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 2,381.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 33, THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2,895.58 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 33 FOR THE FOLLOWING THREE COURSES; NORTH 05°33'20" EAST, 116.16 FEET; THENCE CONTINUE NORTH 05°33'20" EAST, 202.24 FEET; THENCE NORTH 02°58'31" WEST, 575.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SUNSHINE PARKWAY; THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 3,765.97 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 00°32'58" WEST, ALONG SAID EAST SECTION LINE, 1,038.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ION THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 135.255 ACRES, MORE OR LESS.

FOR A TOTAL OF 1,143.46 ACRES, MORE OR LESS.

Composite 5

Prepared by and return to:
Sarah R. Sandy, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**Consent and Joinder of Expansion Parcel Landowner
For the Amendment of the Boundaries of the
County Road 33 Community Development District**

The undersigned is the owner ("**Expansion Parcel Landowner**") of certain lands of which are more fully described in **Exhibit A** attached hereto and made a part hereof ("**Expansion Parcel**"). The undersigned understands and acknowledges that the Board of Supervisors of the County Road 33 Community Development District ("**Petitioner**"), intends to submit a petition amending the boundaries of the County Road 33 Community Development District ("**District**") to add the Expansion Parcel to the District's boundaries in accordance with the provisions of Chapter 190, *Florida Statutes*.

As the owner of lands that are intended to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, *Florida Statutes*, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to the addition of the Expansion Parcel to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three (3) years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Expansion Parcel a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 5th day of February 2026.

WITNESSES:

CARDIAC DRAGON 160AC, LLC,
a Florida limited liability company,

Julie Gagich
Name: Julie Gagich
Address: 1601 S. 9th St.
Leesburg FL 34748

By: [Signature]
Its: David C. Lew, Manager

Ruth Mills
Name: Ruth Mills
Address: 1601 S. 9th Street
Leesburg FL 34748

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 5th day of February 2026, by
David C. Lew, as manager of Cardiac Dragon 160AC, LLC,
on behalf of the company.



JULIE A. GAGICH
Commission # HH 239314
Expires March 13, 2026

Julie Gagich
(Official Notary Signature & Seal)
Name: Julie Gagich
Personally Known 2
OR Produced Identification _____
Type of Identification _____

Exhibit A: Expansion Parcel Description

Exhibit A

DESCRIPTION OF BANNING PARCEL 4

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°00'00" EAST, 378.84 FEET; THENCE RUN SOUTH 36°53'26" EAST, 512.29 FEET; THENCE RUN SOUTH 72°12'39" EAST, 651.92 FEET; THENCE RUN SOUTH 11°01'08" EAST, 121.31 FEET; THENCE RUN SOUTH 73°56'44" EAST, 190.00 FEET; THENCE RUN SOUTH 16°03'16" WEST, 95.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN SOUTH 16°03'16" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 28°56'44" EAST; THENCE RUN SOUTH 73°56'44" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE RUN SOUTH 73°56'44" EAST, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF SOUTH 78°54'22" EAST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF SOUTH 40°57'59" EAST; THENCE RUN SOUTH 88°03'57" EAST, 50.00 FEET; THENCE RUN NORTH 01°56'03" EAST, 6.21 FEET; THENCE RUN SOUTH 88°03'57" EAST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 18.77 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF SOUTH 08°59'39" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 16°03'16" WEST, 266.54 FEET; THENCE RUN SOUTH 84°17'16" EAST, 661.70 FEET; THENCE RUN SOUTH 11°19'36" EAST, 488.35 FEET; THENCE RUN SOUTH 00°46'19" WEST, 362.37 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 335.37 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°10'09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.38 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°20'19" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32, A DISTANCE OF 1327.91 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE RUN NORTH 00°40'48" EAST, ALONG SAID WEST LINE, 2648.08 FEET TO THE NORTH LINE OF SAID EAST HALF; THENCE RUN SOUTH 89°16'25" EAST, ALONG SAID NORTH LINE, 1324.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 198.403 ACRES, MORE OR LESS.

**Consent and Joinder of Expansion Parcel Landowner
For the Amendment of the Boundaries of the
County Road 33 Community Development District**

The undersigned is the owner (“**Expansion Parcel Landowner**”) of certain lands of which are more fully described in **Exhibit A** attached hereto and made a part hereof (“**Expansion Parcel**”). The undersigned understands and acknowledges that the Board of Supervisors of the County Road 33 Community Development District (“**Petitioner**”), intends to submit a petition amending the boundaries of the County Road 33 Community Development District (“**District**”) to add the Expansion Parcel to the District’s boundaries in accordance with the provisions of Chapter 190, *Florida Statutes*.

As the owner of lands that are intended to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, *Florida Statutes*, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to the addition of the Expansion Parcel to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three (3) years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Expansion Parcel a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 29th day of January 2026.

WITNESSES:

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

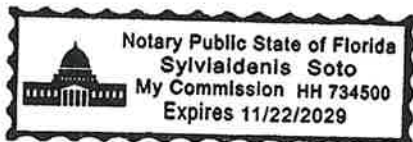
[Signature]
ANDRES ARVELO
[Print Name]

[Signature]
By: Andrew Oroz
Its: Andrew Oroz, Authorized Representative

[Signature]
TAN TRAN
[Print Name]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 29th day of January 2026, by
Andrew Oroz, as Authorized Representative of TLC Tierra Vista, LLC, on
behalf of the company.



[Signature]
(Official Notary Signature & Seal)
Name: Sylviaidenis Soto
Personally Known [initials]
OR Produced Identification _____
Type of Identification _____

Exhibit A: Expansion Parcel Description

Exhibit A: Expansion Parcel Description

LEGAL DESCRIPTION

LEGAL DESCRIPTION TIERRA VISTA

A TRACT OF LAND BEING THAT PART OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE, AND THAT PART OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE RUN NORTH 89°11'01" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 2,381.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 33, THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2,895.58 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 33 FOR THE FOLLOWING THREE COURSES; NORTH 05°33'20" EAST, 116.16 FEET; THENCE CONTINUE NORTH 05°33'20" EAST, 202.24 FEET; THENCE NORTH 02°58'31" WEST, 575.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SUNSHINE PARKWAY; THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 3,765.97 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 00°32'58" WEST, ALONG SAID EAST SECTION LINE, 1,038.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ION THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 135.255 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WESTERLY RIGHT OF WAY LINE OF SUNSHINE PARKWAY, BEING SOUTH 42°27'02" EAST PER STATE RIGHT OF WAY MAP PROJ #2, STATE OF FLORIDA TURNPIKE AUTHORITY.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL.



Digitally signed
by David A
White
Date:
2024.05.14
09:14:53 -04'00'

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-342-4967
WWW.PECONLINE.COM

SECTION 27 & 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 9, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 23-064

O: 23-064 Hanover Agua Marina 23-064 SDO-CSD.dwg May 13, 2024 - 1:20pm

[illegible]

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

WWW.PEGONLINE.COM

SECTION 27 & 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 9, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 23-064

O: 23-064 Hanover Agua Marina | 23-064 S00-C30.dwg May 09, 2024 - 12:16pm

**Consent and Joinder of Expansion Parcel Landowner
For the Amendment of the Boundaries of the
County Road 33 Community Development District**

The undersigned is the owner ("**Expansion Parcel Landowner**") of certain lands of which are more fully described in **Exhibit A** attached hereto and made a part hereof ("**Expansion Parcel**"). The undersigned understands and acknowledges that the Board of Supervisors of the County Road 33 Community Development District ("**Petitioner**"), intends to submit a petition amending the boundaries of the County Road 33 Community Development District ("**District**") to add the Expansion Parcel to the District's boundaries in accordance with the provisions of Chapter 190, *Florida Statutes*.

As the owner of lands that are intended to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, *Florida Statutes*, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to the addition of the Expansion Parcel to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three (3) years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Expansion Parcel a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

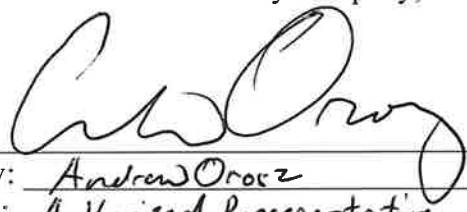
Executed this 29th day of January 2026.

WITNESSES:

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



ANDRES ARVELO
[Print Name]



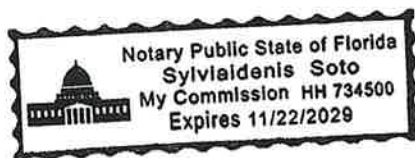
By: Andrew Orosz
Its: Authorized Representative



TAN TRAN
[Print Name]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 29th day of January 2026, by
Andrew Orosz, as Authorized Representative of TLC Banning Ranch, LLC, on
behalf of the company.





(Official Notary Signature & Seal)
Name: Sylvia Denes Soto
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____

Exhibit A: Expansion Parcel Description

Exhibit A: Expansion Parcel Description

[BANNING RANCH – PHASE 3]

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6258, PAGE 2401 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 761.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°13'40" EAST, ALONG SAID NORTH LINE, 560.80 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°38'34" EAST, ALONG SAID WEST LINE, 2634.89 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°09'21" EAST, ALONG SAID NORTH LINE, 1324.17 FEET TO A POINT ON THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°40'52" WEST, ALONG SAID EAST LINE, 1317.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°18'37" EAST, ALONG SAID NORTH LINE, 1322.17 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'40" WEST, ALONG SAID EAST LINE, 1318.51 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°14'54" EAST, ALONG SAID NORTH LINE, 736.10 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°44'31" WEST, ALONG SAID EAST LINE, 1324.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'25" WEST, ALONG SAID SOUTH LINE, 735.68 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'14" WEST, ALONG SAID WEST LINE, 1324.35 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 984.82 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°46'19" EAST, 362.37 FEET; THENCE RUN NORTH 11°19'36" WEST, 488.35 FEET; THENCE RUN NORTH 84°17'16" WEST, 661.70 FEET; THENCE RUN NORTH 16°03'16" EAST, 266.54 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 14°07'13", AN ARC LENGTH OF 85.02 FEET, A CHORD LENGTH OF 84.81 FEET AND A CHORD BEARING OF NORTH 08°59'39" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 01°56'03" EAST, 18.77 FEET; THENCE RUN NORTH 88°03'57" WEST, 120.00 FEET; THENCE RUN SOUTH 01°56'03" WEST, 6.21 FEET; THENCE RUN NORTH 88°03'57" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG

SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°48'03", AN ARC LENGTH OF 37.44 FEET, A CHORD LENGTH OF 34.04 FEET AND A CHORD BEARING OF NORTH 40°57'59" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°55'15", AN ARC LENGTH OF 56.27 FEET, A CHORD LENGTH OF 56.20 FEET AND A CHORD BEARING OF NORTH 78°54'22" WEST; THENCE RUN NORTH 73°56'44" WEST, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 61°03'16" WEST; THENCE RUN NORTH 73°56'44" WEST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 28°56'44" WEST; THENCE RUN NORTH 16°03'16" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 61°03'16" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 16°03'16" EAST, 95.00 FEET; THENCE RUN NORTH 73°56'44" WEST, 190.00 FEET; THENCE RUN NORTH 11°01'08" WEST, 121.31 FEET; THENCE RUN NORTH 72°12'39" WEST, 651.92 FEET; THENCE RUN NORTH 36°53'26" WEST, 512.29 FEET; THENCE RUN NORTH 00°00'00" EAST, 378.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LIES IN THE CITY OF LEESBURG, LAKE COUNTY FLORIDA AND CONTAINS 265.508 ACRES, MORE OR LESS

AND ALSO INCLUDING

[BANNING RANCH – PHASE 5]

A TRACT OF LAND, LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, FOR A POINT OF BEGINNING; THENCE RUN North 89°19'52" West, 3754.41 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 48 PER RIGHT-OF-WAY MAP PROJECT 1029, ROAD 2; THENCE RUN North 29°02'04" East, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 1749.96 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN North 84°12'41" East, 391.52 FEET; THENCE RUN South 73°31'36" East, 666.20 FEET; THENCE RUN South 58°53'42" East, 656.86 FEET; THENCE RUN North 79°49'04" East, 1351.03 FEET TO THE NORTHEAST

CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 32 THENCE RUN SOUTH 00°40'48" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1324.04 FEET TO the POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND, LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 103.141 ACRES MORE OR LESS.

6

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT, AMENDING RESOLUTION 2024-30 AND DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF LEESBURG, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County Road 33 Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Act**"), and City of Leesburg Ordinance No. 23-58 (the "**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District's Board of Supervisors ("**Board**") previously adopted Resolution 2024-30, directing the District Chairman and Staff to file a petition with the City of Leesburg, Florida, requesting the passage of an ordinance amending the District's boundaries; and

WHEREAS, the District now desires to amend and restate Resolution 2024-30 in order to include additional property to be added to the District's boundaries; and

WHEREAS, the District presently consists of 441.153 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to include certain property, commonly identified as Tierra Vista and Banning Ranch Phases 3, 4 and 5 and upon which the District intends to construct, acquire, maintain, and/or provide infrastructure improvements and services; and

WHEREAS, the lands within Tierra Vista are identified in the legal description attached here to as Exhibit A-1 ("**Tierra Vista**") and incorporated herein by reference and consist of 135.255 acres, more or less; and

WHEREAS, the lands within Banning Ranch Phases 3 & 4 are identified in the legal description attached here to as Exhibit A-2 ("**BR Phases 3 & 4**") and incorporated herein by reference and consist of 463.991 acres, more or less; and

WHEREAS, the lands within Banning Ranch Phase 5 are identified in the legal description attached here to as Exhibit A-3 (“**BR Phase 5**,” and together with Tierra Vista and BR Phases 3 & 4, the “**Expansion Area**”) and incorporated herein by reference and consist of 102.93 acres, more or less; and

WHEREAS, the District either has or will obtain written consent to inclusion within the District’s boundaries from the owners of the lands within the Expansion Area prior to filing the Petition (hereinafter defined); and

WHEREAS, the proposed boundary amendment to add the Expansion Area is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land within the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, the incorporation of the Expansion Area within the District’s boundaries is not inconsistent with either the State or local comprehensive plan; and

WHEREAS, the area of land that will lie within the District’s boundaries as amended is amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board; and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City of Leesburg, Florida, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs its Chair and District staff to prepare and file a petition and any other materials with the City of Leesburg as necessary to amend the District's boundaries and incorporate the lands within the Expansion Area pursuant to Chapter 190, *Florida Statutes*, and any other applicable Florida law (the "**Petition**").

SECTION 3. The Board hereby authorizes Sarah R. Sandy and Michelle K. Rigoni, of Kutak Rock LLP, to act as the District's agents regarding any and all matters pertaining to the Petition.

SECTION 4. This Resolution shall become effective upon its passage.

[SIGNATURE PAGE TO FOLLOW]

PASSED AND ADOPTED this 28th day of January 2026.

ATTEST:

DocuSigned by:

George Flint

Secretary/Assistant Secretary

COUNTY ROAD 33 COMMUNITY

DEVELOPMENT DISTRICT

DocuSigned by:

Tony Iorio

Chair/Vice Chair, Board of Supervisors

Exhibit A-1: Legal Description of Tiera Vista

Exhibit A-2: Legal Description of BR Phases 3 & 4

Exhibit A-3: Legal Description of BR Phase 5

EXHIBIT A-1
Legal Description of Tiera Vista

LEGAL DESCRIPTION

LEGAL DESCRIPTION
TIERRA VISTA
A TRACT OF LAND BEING THAT PART OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE, AND THAT PART OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST LYING EAST OF COUNTY ROAD 33 AND WESTERLY OF THE SUNSHINE STATE PARKWAY TURNPIKE DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 34; THENCE RUN NORTH 89°11'01" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 2,381.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 33, THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2,895.58 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 33 FOR THE FOLLOWING THREE COURSES; NORTH 05°33'20" EAST, 116.16 FEET; THENCE CONTINUE NORTH 05°33'20" EAST, 202.24 FEET; THENCE NORTH 02°58'31" WEST, 575.85 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SUNSHINE PARKWAY; THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 3,765.97 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE, DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 00°32'58" WEST, ALONG SAID EAST SECTION LINE, 1,038.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ION THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 135.255 ACRES, MORE OR LESS.

- SURVEYOR'S NOTES:
- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
 - (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
 - (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WESTERLY RIGHT OF WAY LINE OF SUNSHINE PARKWAY, BEING SOUTH 42°27'02" EAST PER STATE RIGHT OF WAY MAP PROJ #2, STATE OF FLORIDA TURNPIKE AUTHORITY.
 - (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
 - (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL.

Digitally signed
by David A
White
Date:
2024.05.14
09:14:53 -04'00'

PEC | **SURVEYING AND MAPPING, LLC**
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SECTION 27 & 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST

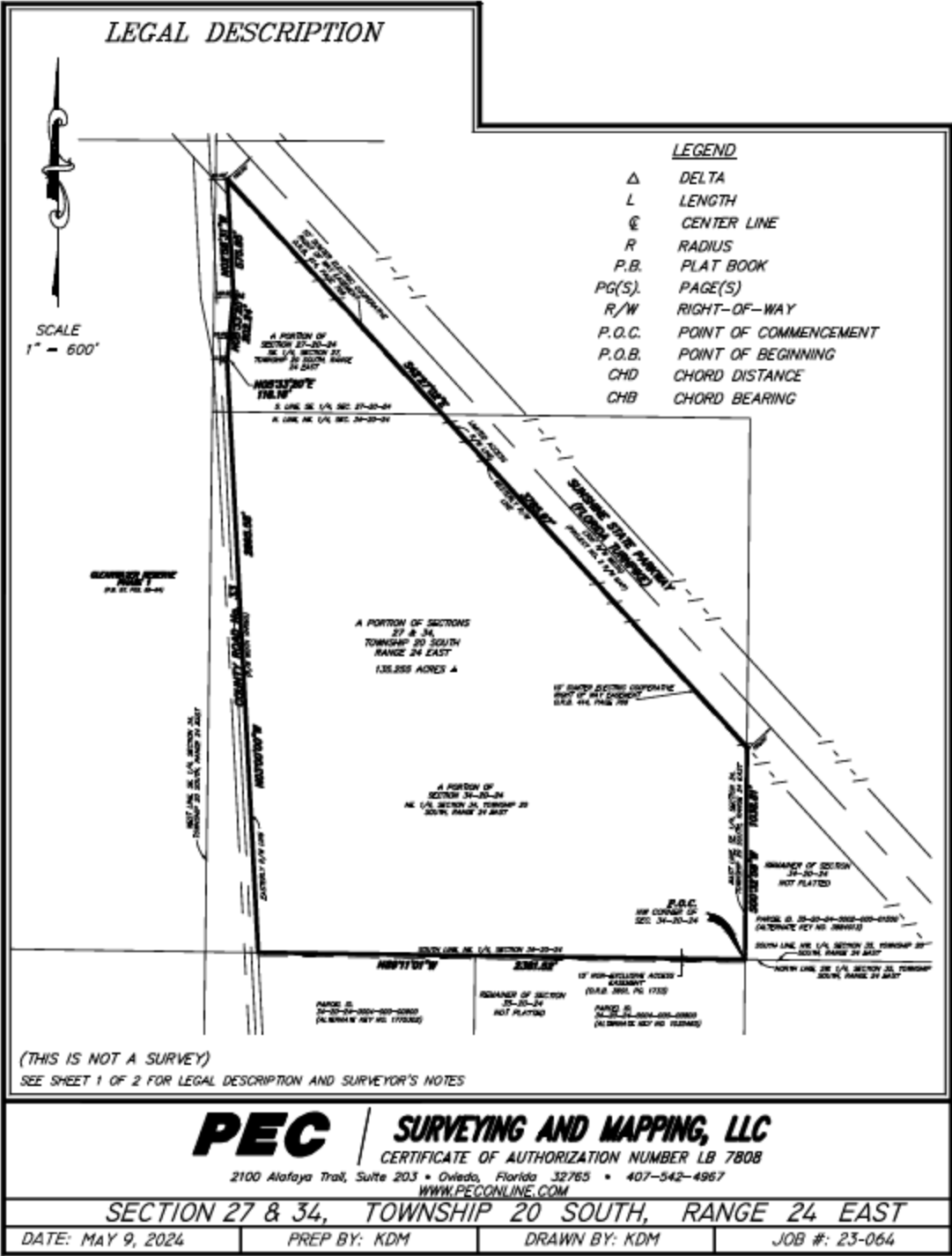
DATE: MAY 9, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 23-064

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0:23-064 Hanover Agua Marina\23-064 SOD-C30.dwg May 09, 2024 - 12:16pm

EXHIBIT A-2
Legal Description of BR Phases 3 & 4

LEGAL DESCRIPTION

LEGAL DESCRIPTION
BANNING 3 AND 4

A TRACT OF LAND BEING THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE SOUTHWEST QUARTER OF SAID SECTION 33, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS THE EAST 585 FEET, OF SAID SECTION 33, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE RUN NORTH 89°20'19" WEST, ALONG THE SOUTH LINE OF SAID EAST HALF OF SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 1,327.91 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE RUN NORTH 00°40'48" EAST, ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, 2,648.08 FEET TO THE NORTH LINE OF SAID EAST HALF OF SOUTHEAST QUARTER; THENCE RUN SOUTH 89°16'25" EAST ALONG SAID NORTH LINE, 1,324.54 TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE RUN SOUTH 89°13'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1,322.39 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THEN RUN NORTH 00°38'34" EAST, ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 2,634.89 FEET TO THE NORTH LINE OF SAID SECTION 33; THENCE RUN SOUTH 89°09'21" EAST, ALONG THE NORTH LINE OF SECTION 33, 1,324.17 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33, ALSO BEING THE WEST LINE OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°40'52" WEST ALONG THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER AND ALONG THE WEST LINE OF SAID CLEARWATER RESERVE PHASE 1, 1,317.08 FEET; THENCE RUN SOUTH 89°18'37" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, ALSO BEING THE SOUTH LINE OF SAID CLEARWATER RESERVE PHASE 1, A DISTANCE OF 1,322.17 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 33; THENCE RUN SOUTH 00°43'40" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 1,318.51 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°14'54" EAST, 736.10 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS THE EAST 585 FEET THEREOF, THENCE RUN SOUTH 00°44'31" WEST, ALONG SAID EAST LINE, 1,324.55 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, ALSO BEING THE NORTH LINE OF HAMMOCK GROVE ESTATES, ACCORDING 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 SAID NORTH LINE, 735.68 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°43'14" WEST ALONG SAID EAST LINE, 1,324.35 TO THE SOUTH LINE OF SAID SECTION 33; THENCE RUN NORTH 89°13'41" WEST, ALONG SAID SOUTH LINE, 1,320.19 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE CONTINUE ALONG SAID SOUTH SECTION LINE, NORTH 89°10'09" WEST, 2,640.38 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 463.911 ACRES, MORE OR LESS.

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 3 FOR SURVEYOR'S NOTES AND SHEET 3 OF 3 FOR SKETCH OF LEGAL

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

Digitally signed
 by David A. White
 Date: 2024.05.14
 09:10:11 -0400

SECTION 32 & 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST

DATE: MAY 14, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 24-019

C:\24-019 Hanover Banning 3 and 4\24-019 500.dwg May 14, 2024 - 8:14am

LEGAL DESCRIPTION

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE OF SECTION 66, TOWNSHIP 20 S, RANGE 24 E, BEING NORTH 89°10'09" WEST
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

LEGEND

- Δ DELTA
- L LENGTH
- ⊙ CENTER LINE
- R RADIUS
- P.B. PLAT BOOK
- PG(S). PAGE(S)
- R/W RIGHT-OF-WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- CHD CHORD DISTANCE
- CHB CHORD BEARING

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 3 FOR SKETCH OF LEGAL AND SHEET 3 OF 3 FOR SKETCH

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 32 & 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST

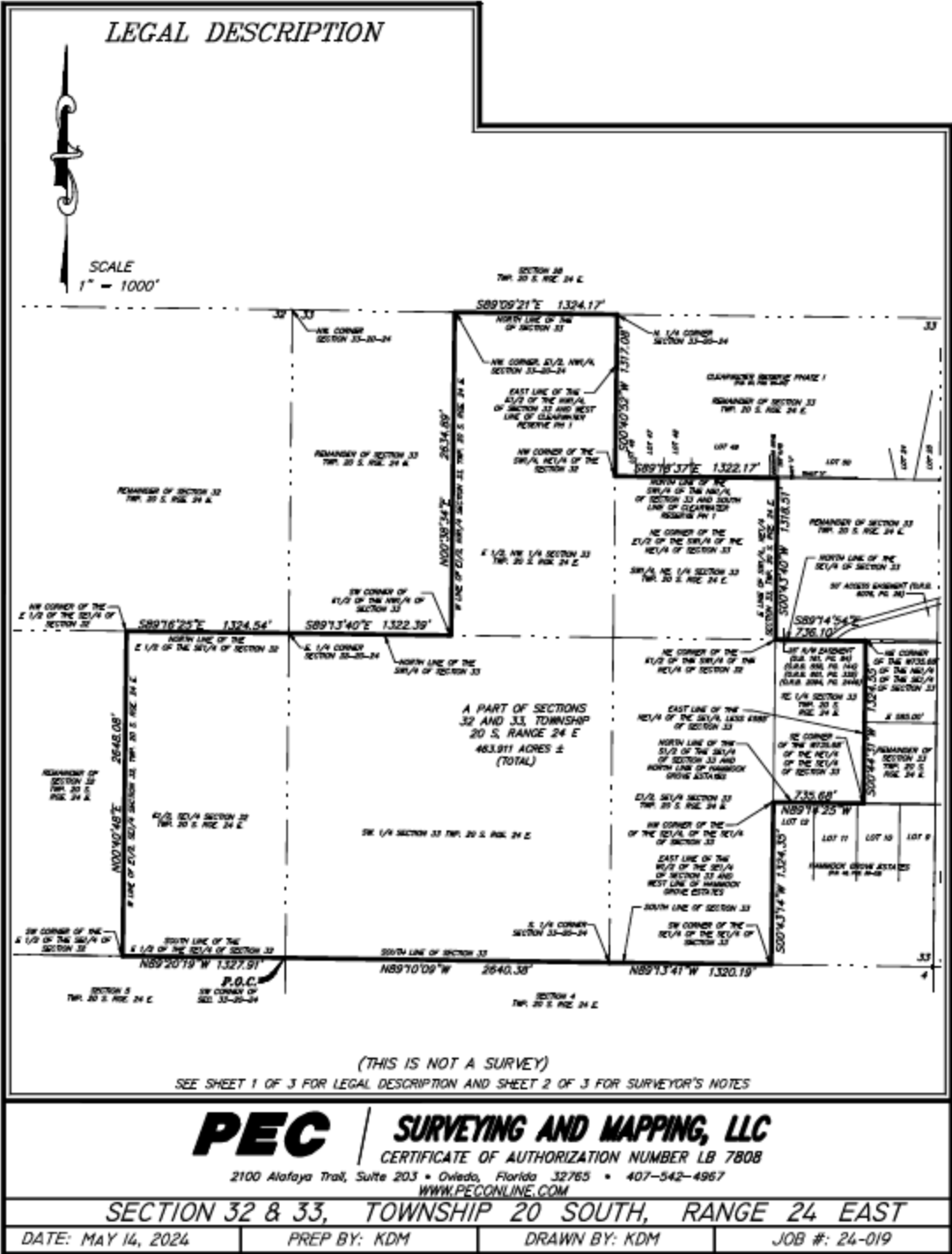
DATE: MAY 14, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 24-019

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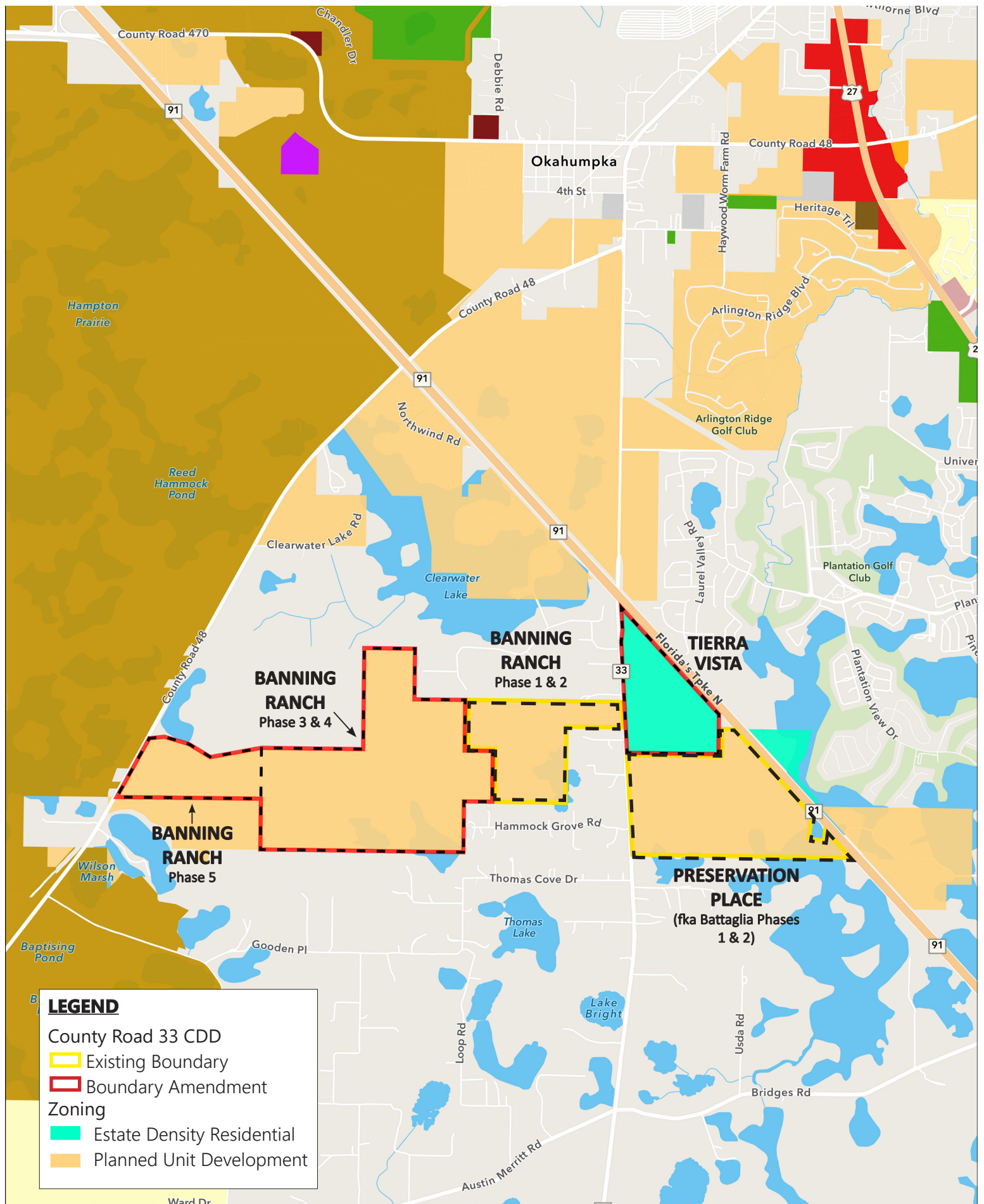
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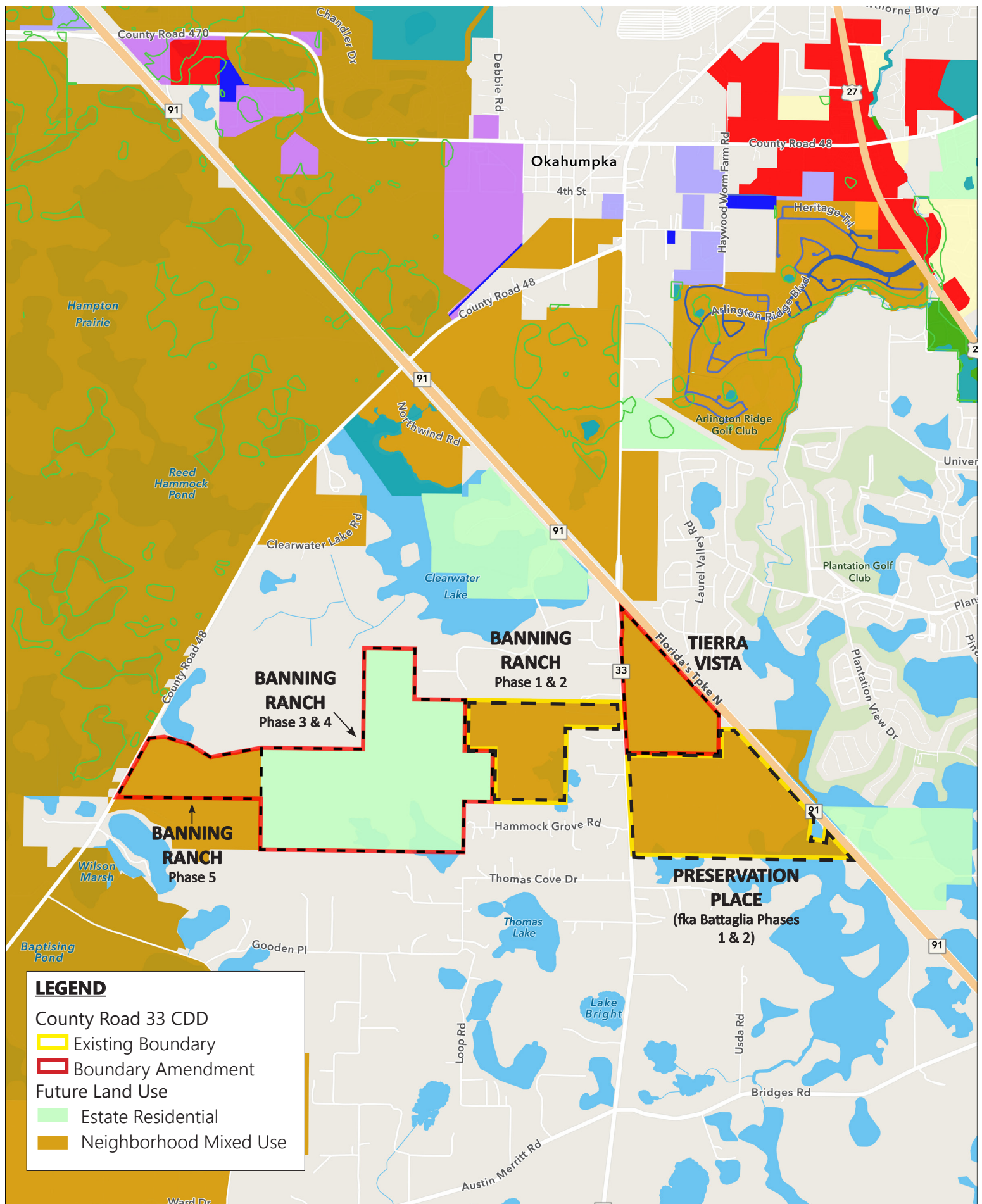
EXHIBIT A-3

Legal Description of BR Phase 5

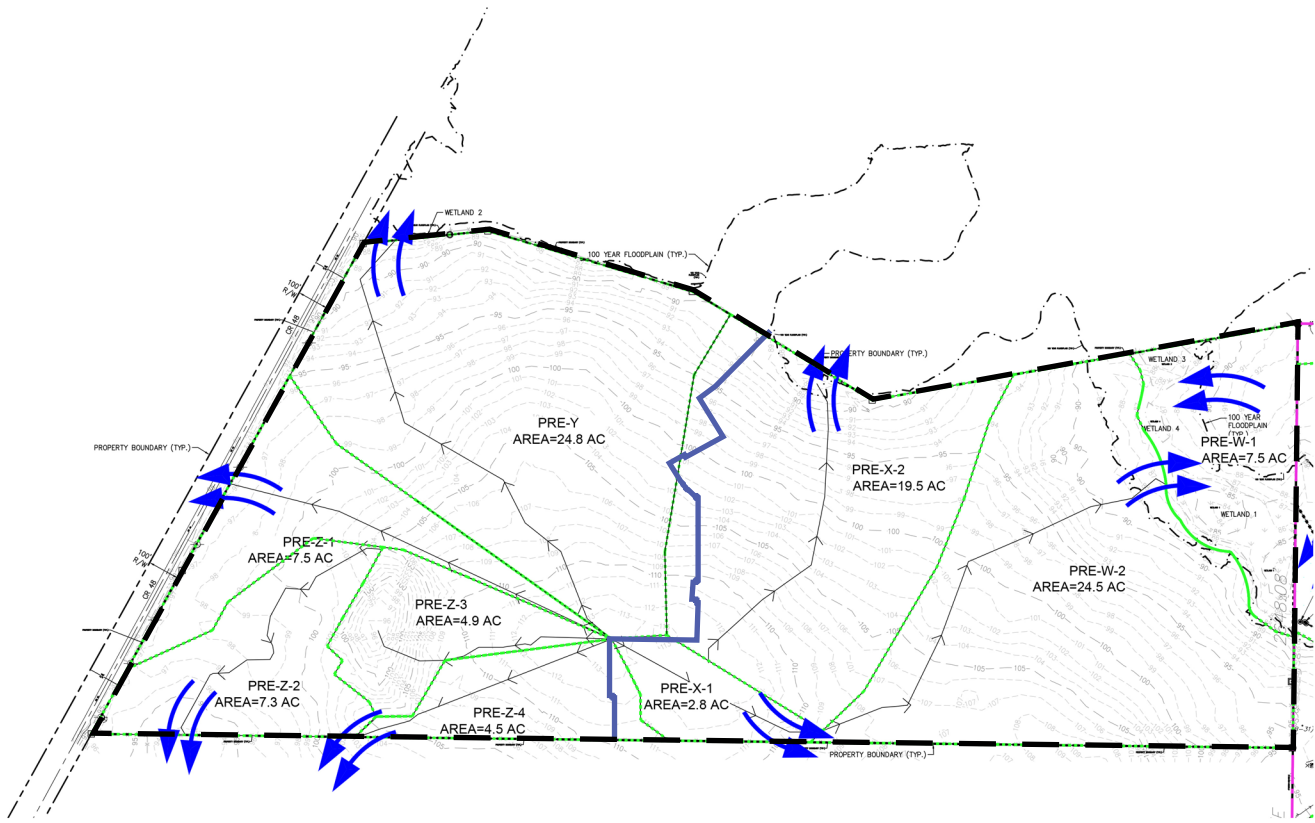


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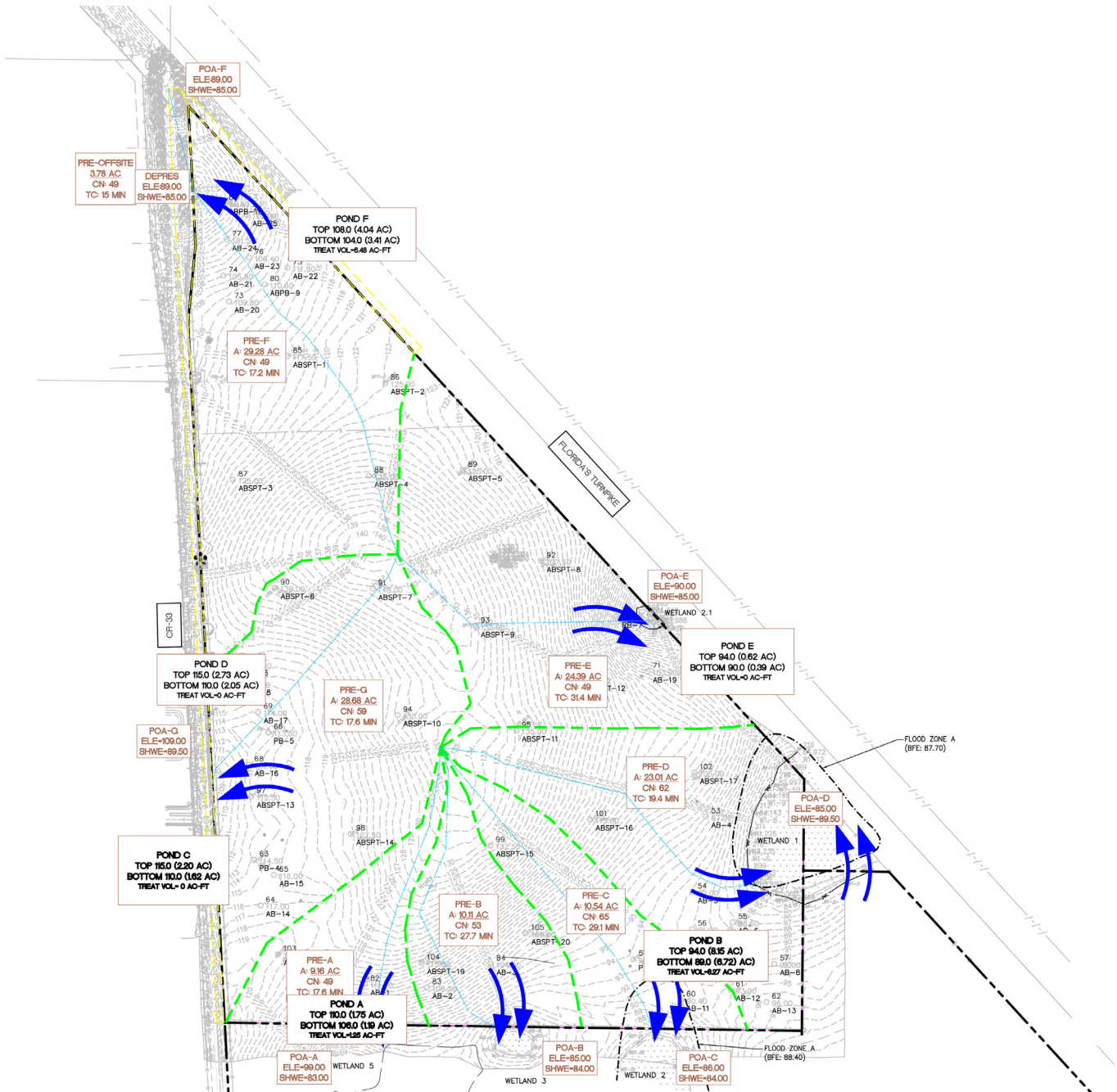


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LEGEND

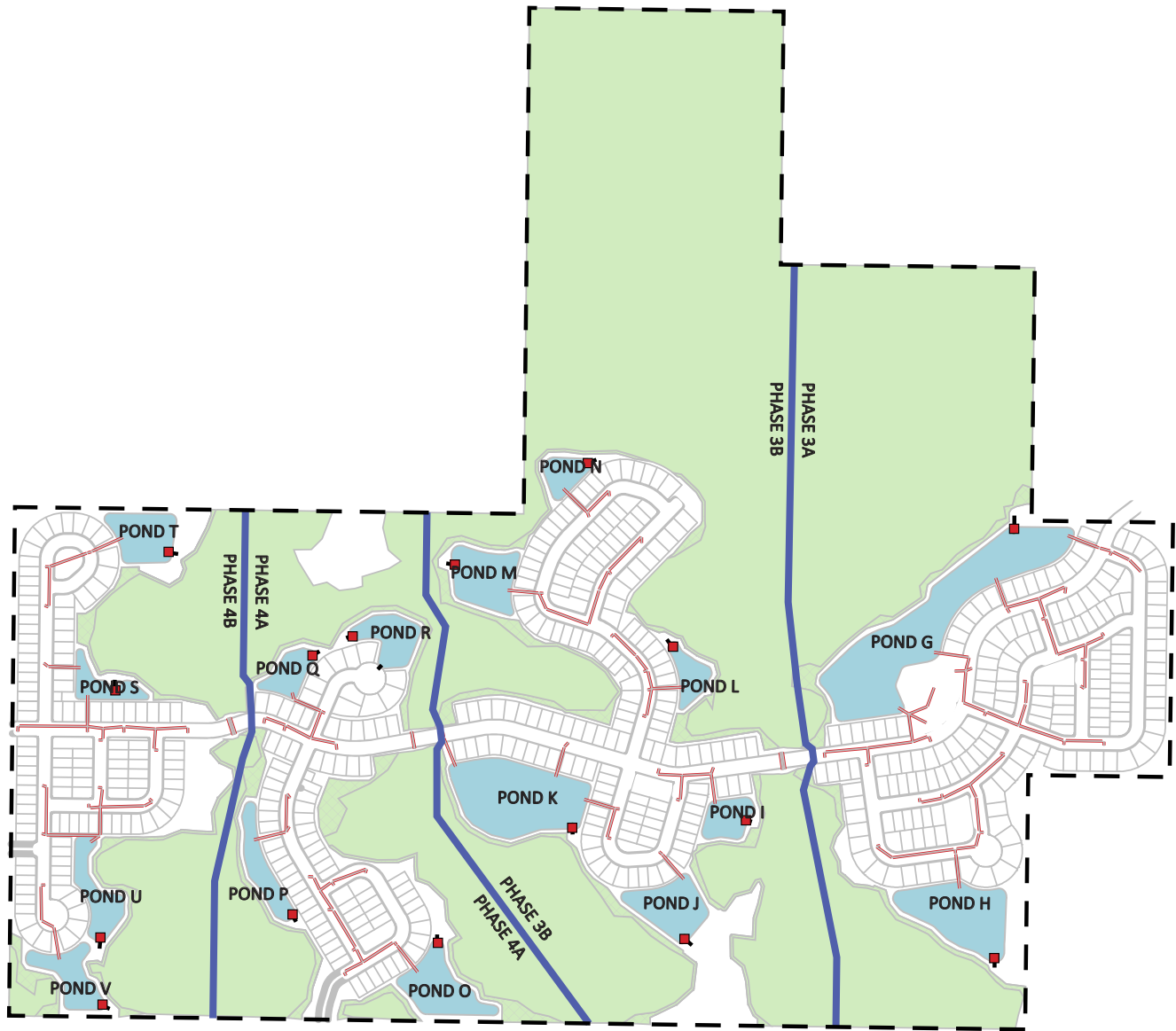
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- PRE FROM OFF SITE
- BASIN FLOW ARROWS
- CDD BOUNDARY



LEGEND

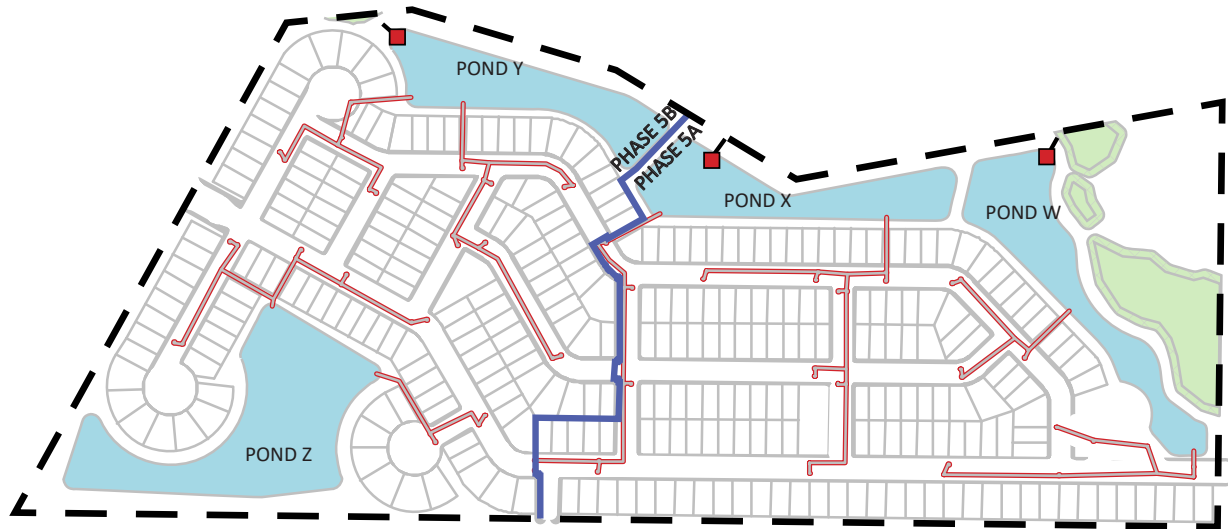
- PRE ON SITE BASIN
- PRE FROM OFF SITE
- WETLANDS
- BASIN FLOW ARROWS
- CDD BOUNDARY

8B



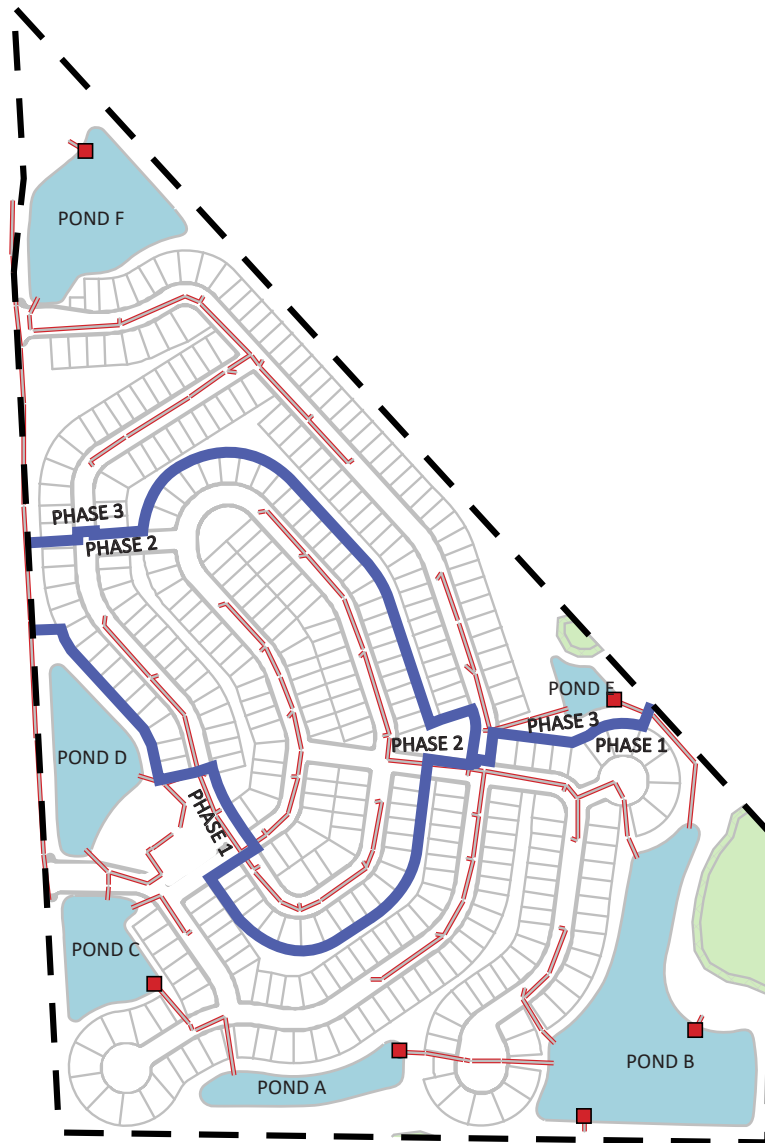
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED OUTFALL STRUCTURE (TYP.)
- CDD BOUNDARY
- PHASE LINE



LEGEND

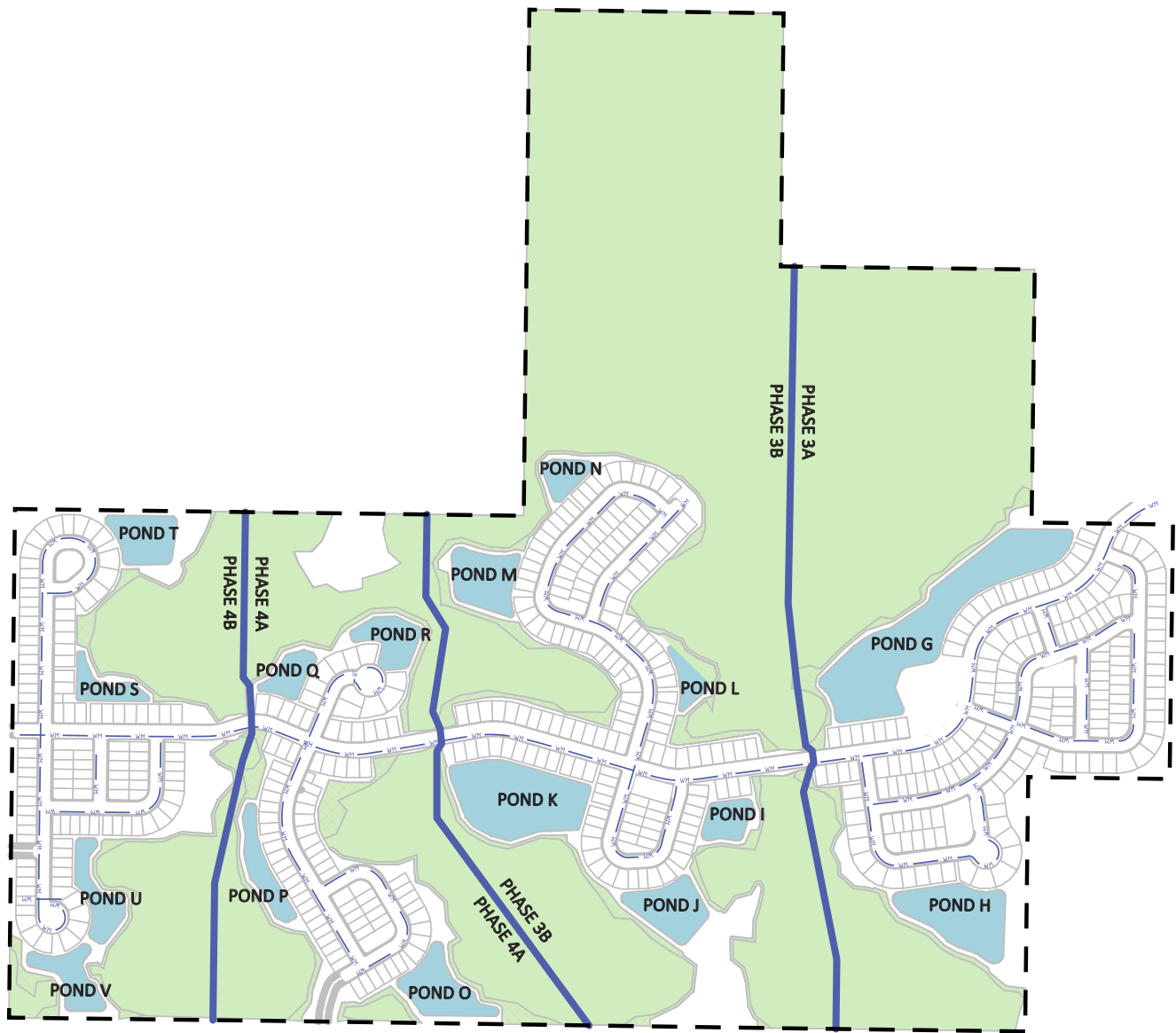
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- PROPOSED STORMWATER POND
- PROPOSED OUTFALL STRUCTURE (TYP.)
- CDD BOUNDARY
- PHASE LINE



LEGEND

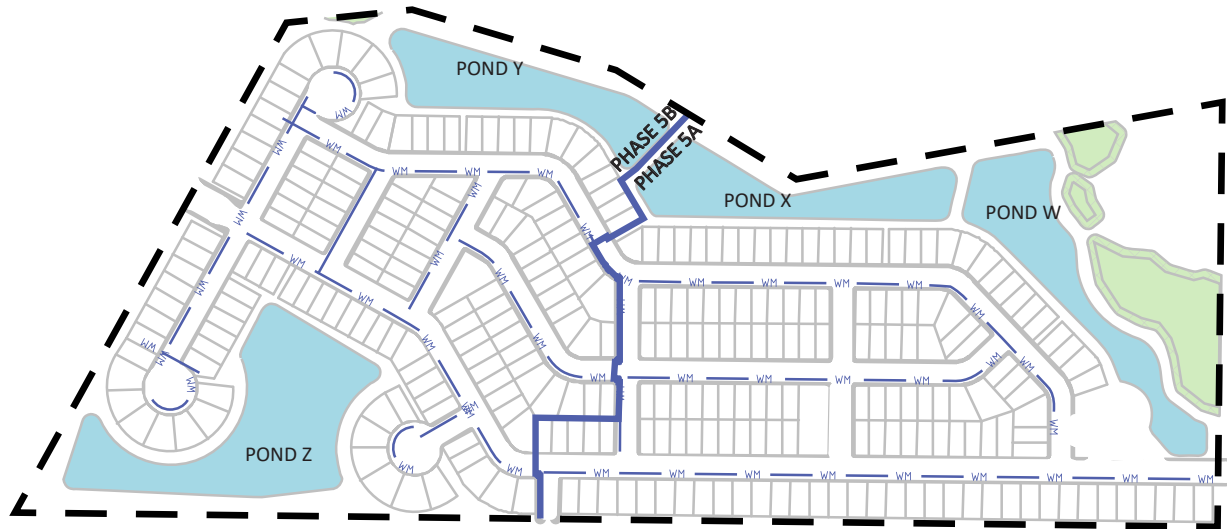
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-  PROPOSED STORMWATER POND
-  PROPOSED OUTFALL STRUCTURE (TYP.)
-  CDD BOUNDARY
-  PHASE LINE

8C



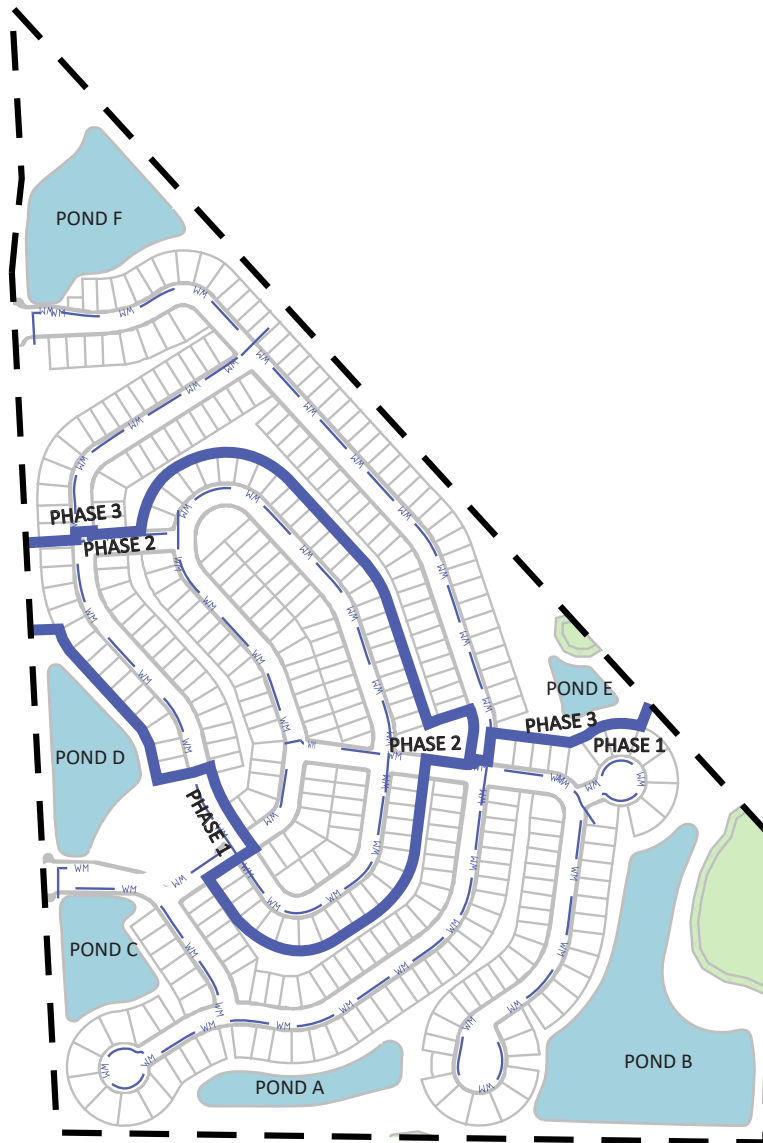
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- WM PROPOSED POTABLE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



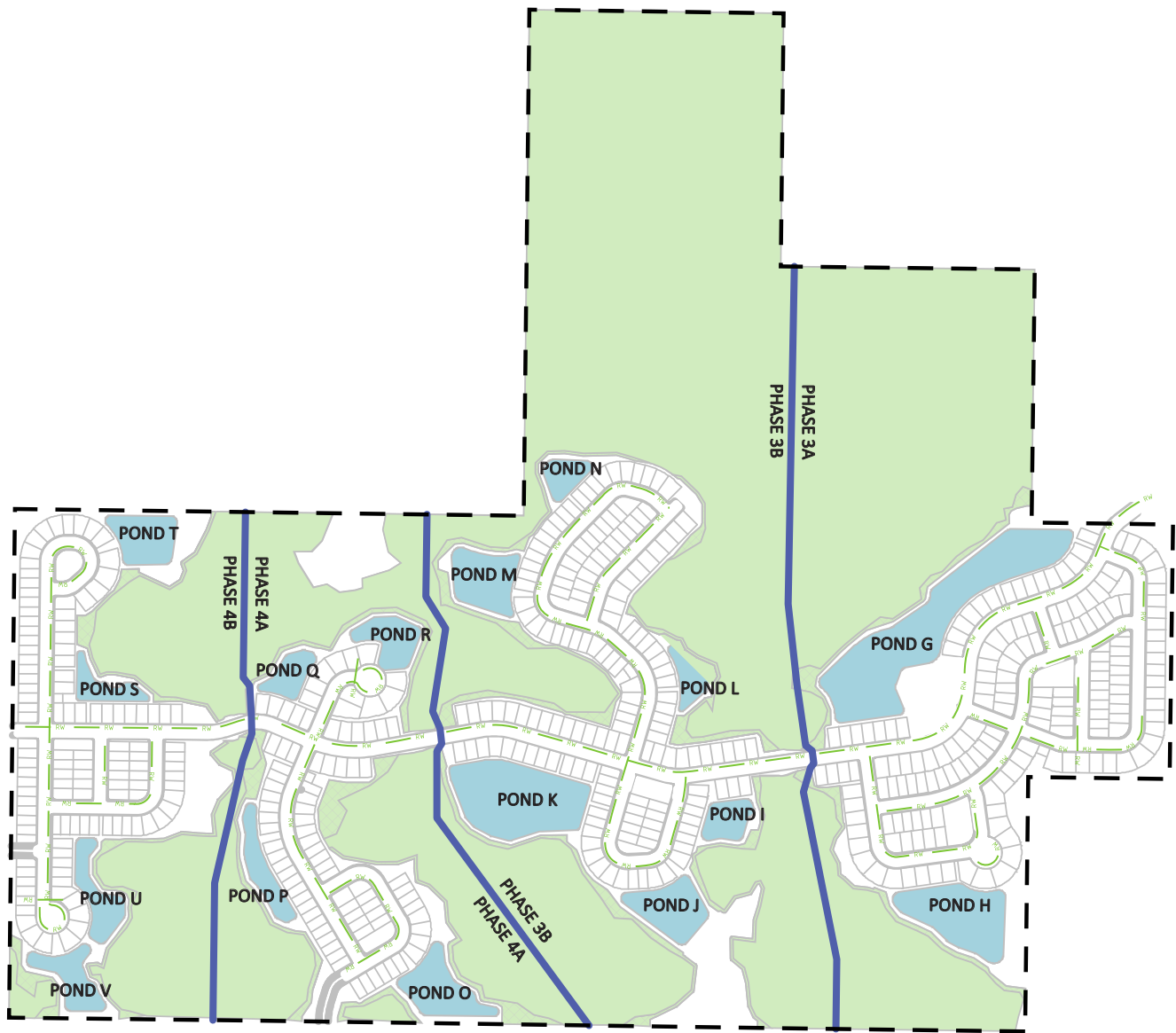
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- WM PROPOSED POTABLE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



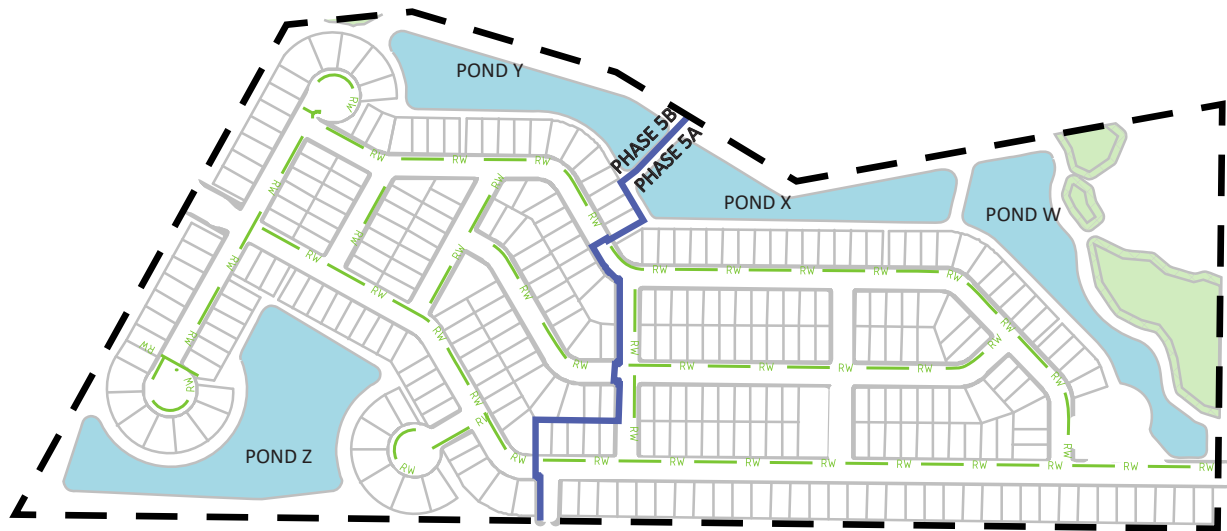
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- WM PROPOSED POTABLE WATER MAIN
- CDD BOUNDARY



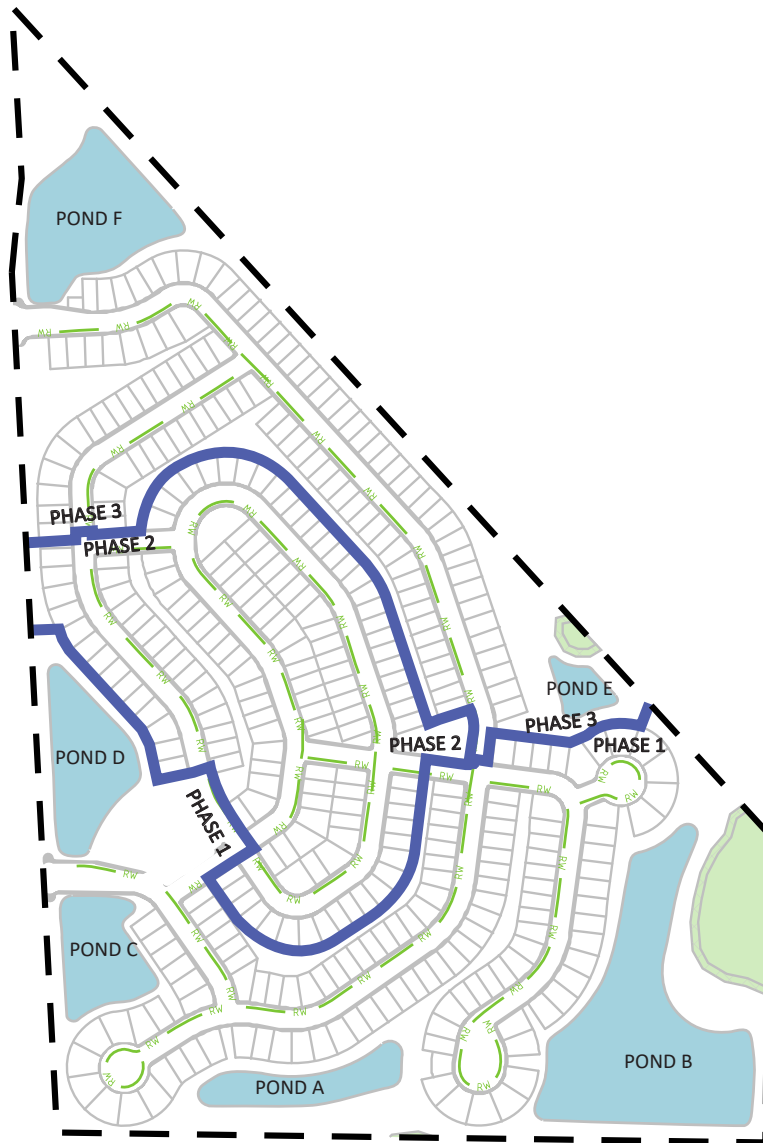
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- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED REUSE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



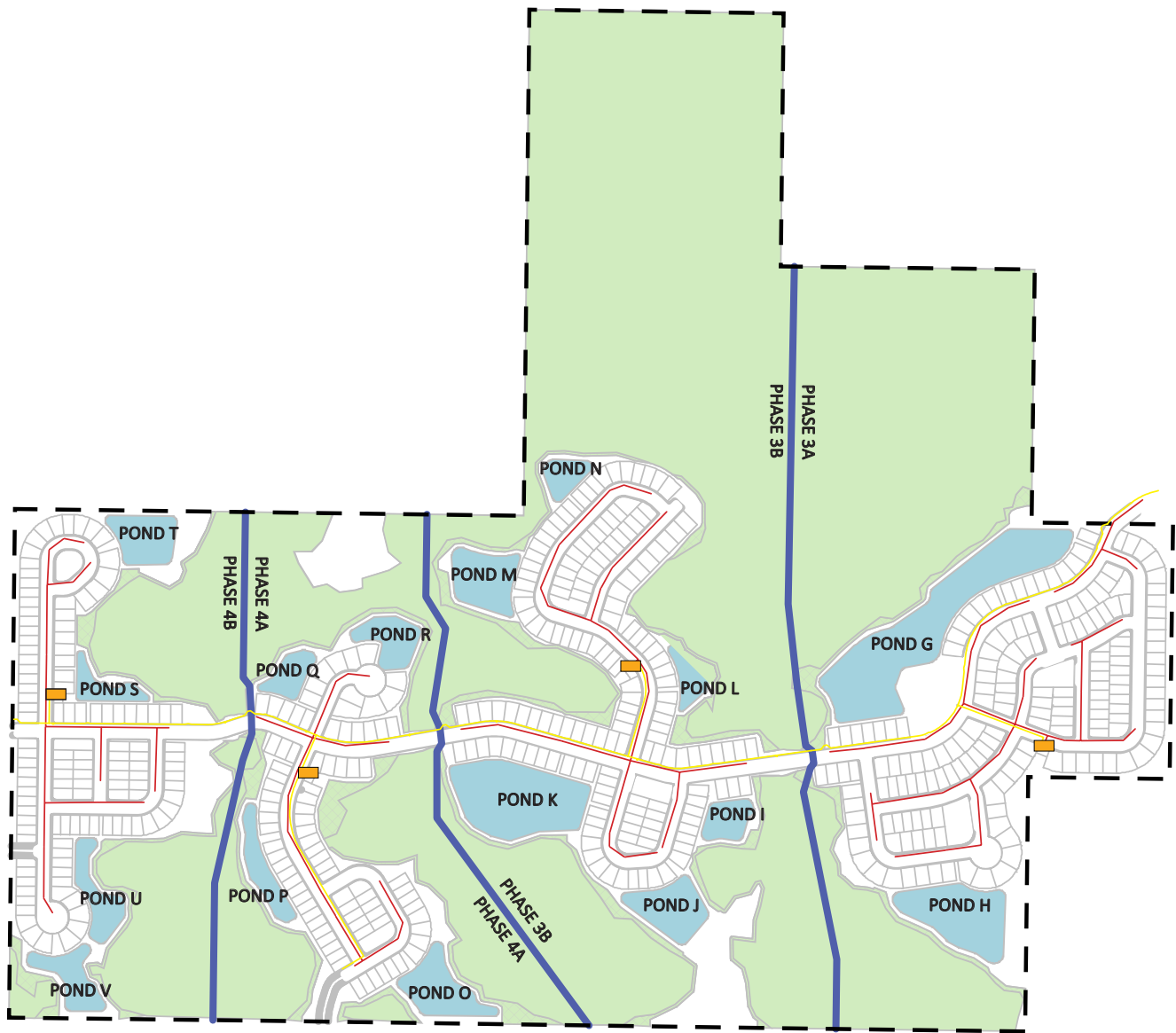
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED REUSE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



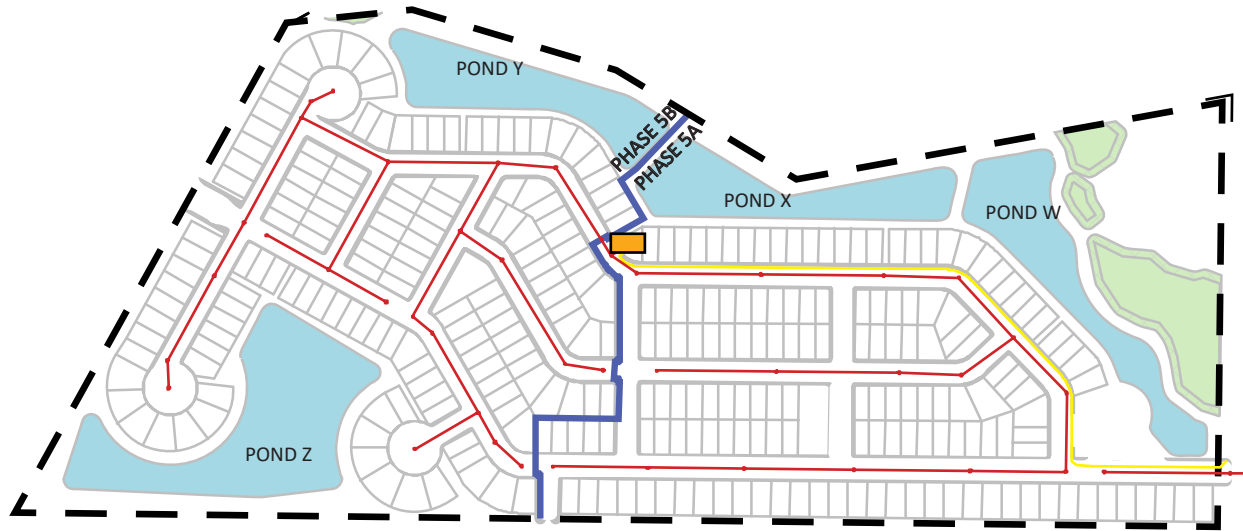
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED REUSE WATER MAIN
- CDD BOUNDARY



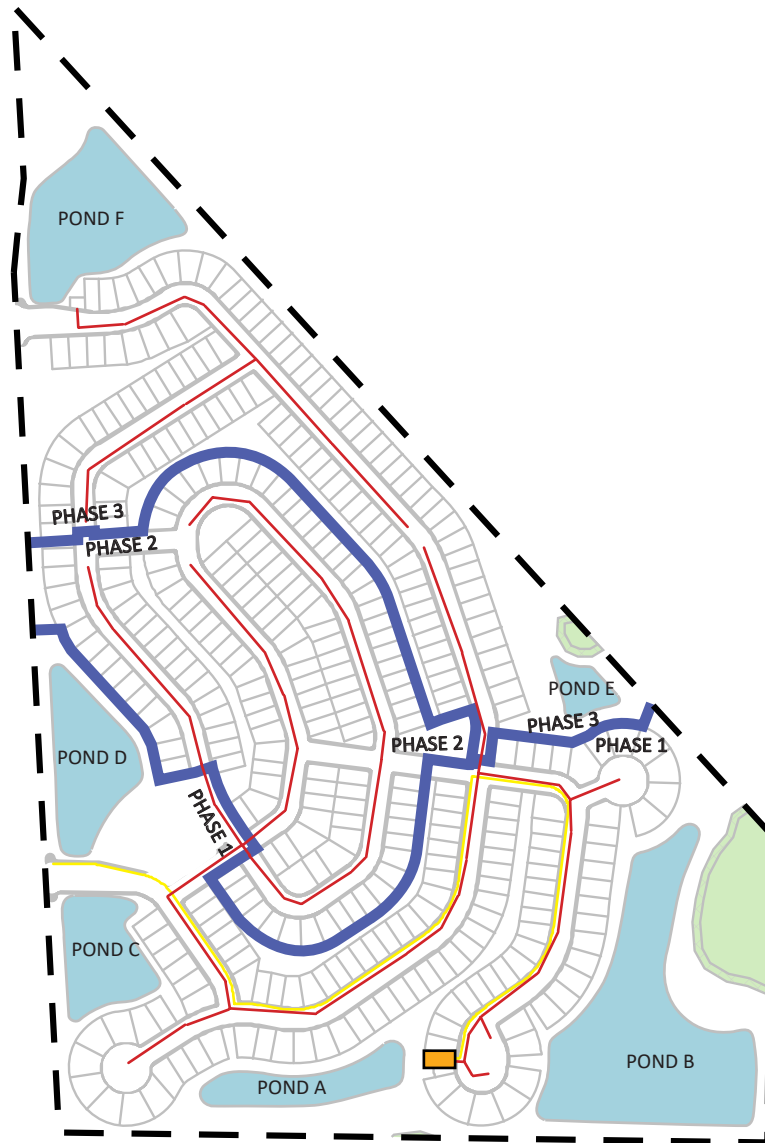
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED WASTEWATER LIFT STATION
- PROPOSED GRAVITY SEWER
- FORCE MAIN
- CDD BOUNDARY
- PHASE LINE



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED WASTEWATER LIFT STATION
- PROPOSED GRAVITY SEWER
- FORCE MAIN
- CDD BOUNDARY
- PHASE LINE



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED WASTEWATER LIFT STATION
- PROPOSED GRAVITY SEWER
- FORCE MAIN
- CDD BOUNDARY

9

Facilities/Systems	Proposed Ownership and Maintenance Entity
Sanitary Sewer Collection System (On & Off-Site)	City of Leesburg
Water Distribution System (On & Off-Site)	City of Leesburg
Reuse Water System (On & Off-Site)	City of Leesburg
Master Stormwater Management System	CR 33 CDD
Electrical Service System	SECO
Gas Service System	City of Leesburg
On-Site Public Roadway Improvements	City of Leesburg
Off-Site Public Roadway Improvements	Lake County
Landscape, Hardscape & Irrigation within Master Public Roads	CR 33 CDD/HOA

CR 33 CDD Boundary Amendment - Expansion Parcels

Opinion of Probable Construction Costs

Proposed District Facilities and Services	TOTAL	Banning Ranch Phases 3-5	Tierra Vista Phases 1-3
1. Master Utilities System (Onsite & Offsite)			
a. Sanitary Sewer System	\$ 9,380,290	\$ 7,220,052	\$ 2,160,238
b. Water Distribution System	\$ 6,943,689	\$ 5,037,597	\$ 1,906,092
c. Reuse Water System	\$ 5,429,771	\$ 3,873,129	\$ 1,556,642
2. Master Stormwater Management System	\$ -		
a. Pond and Roadway Earthwork	\$ 18,955,635	\$ 13,875,068	\$ 5,080,567
b. On and Offsite Storm Conveyance System	\$ 8,791,043	\$ 6,408,428	\$ 2,382,615
3. Electrical Service Systems (Underground)	\$ 4,106,400	\$ 2,390,900	\$ 1,715,500
4. Gas	\$ 3,163,930	\$ 2,132,085	\$ 1,031,845
5. On-Site Roadway Improvements	\$ 12,224,580	\$ 9,123,537	\$ 3,101,043
6. Off-Site Roadway Improvements	\$ 503,500	\$ 159,000	\$ 344,500
7. Landscaping, Hardscaping & Irrigation	\$ 3,115,635	\$ 1,769,135	\$ 1,346,500
8. Professional Consulting Fees	\$ 4,271,308	\$ 2,647,833	\$ 1,623,475
9. Contingency (15%)	\$ 11,532,866.87	\$ 8,195,514.43	\$ 3,337,352.44
Total	\$ 88,418,646	\$ 62,832,277	\$ 25,586,369
Construction Start	6/15/2027	9/8/2027	6/15/2027
Construction Completion	4/14/2036	4/14/2036	7/20/2032
Proposed # of Lots	1,189	824	365

CR 33 CDD Boundary Amendment - Banning Ranch Phases 3 - 5

Opinion of Probable Construction Costs

Proposed District Facilities and Services	Total	Phase 3A	Phase 3B	Phase 4A	Phase 4B	Phase 5B	Phase 5A
1. Master Utilities System (Onsite & Offsite)							
a. Sanitary Sewer System	\$ 7,220,052	\$ 1,801,101	\$ 902,442	\$ 1,203,270	\$ 734,207	\$ 1,610,087	\$ 968,946
b. Water Distribution System	\$ 5,037,597	\$ 1,028,030	\$ 796,272	\$ 500,532	\$ 647,830	\$ 1,095,987	\$ 968,946
c. Reuse Water System	\$ 3,873,129	\$ 839,558	\$ 650,289	\$ 408,768	\$ 529,061	\$ 767,191	\$ 678,262
2. Master Stormwater Management System							
a. Pond and Roadway Earthwork	\$ 13,875,068	\$ 2,599,726	\$ 2,675,335	\$ 1,459,657	\$ 1,727,535	\$ 2,808,889	\$ 2,603,926
b. On and Offsite Storm Conveyance System	\$ 6,408,428	\$ 1,285,038	\$ 1,055,060	\$ 663,205	\$ 858,374	\$ 1,351,717	\$ 1,195,033
3. Electrical Service Systems (Underground)	\$ 2,390,900	\$ 448,200	\$ 426,600	\$ 237,600	\$ 318,600	\$ 542,400	\$ 417,500
4. Gas	\$ 2,132,085	\$ 500,731	\$ 424,891	\$ 243,632	\$ 314,121	\$ 324,282	\$ 324,429
5. On-Site Roadway Improvements	\$ 9,123,537	\$1,827,809	\$1,560,763	\$1,028,005	\$1,386,274	\$ 1,752,172	\$ 1,568,513
6. Off-Site Roadway Improvements	\$ 159,000					\$ 159,000	-
7. Landscaping, Hardscaping & Irrigation	\$ 1,769,135	\$ 392,787	\$ 336,756	\$ 235,745	\$ 289,347	\$ 294,000	\$ 220,500
8. Professional Consulting Fees	\$ 2,647,833	\$ 1,105,000	\$ 290,960	\$ 252,060	\$ 242,560	\$ 665,203	\$ 92,050
9. Contingency (15%)	\$ 8,195,514.43	\$ 1,774,197	\$ 1,367,905	\$ 934,871	\$ 1,057,186	\$ 1,705,639	\$ 1,355,716
Total	\$ 62,832,277	\$ 13,602,177	\$ 10,487,273	\$ 7,167,344	\$ 8,105,095	\$ 13,076,567	\$ 10,393,822
Construction Start		9/8/2027	4/27/2029	10/2/2030	6/14/2031	5/30/2033	1/24/2035
Construction Completion		12/11/2028	7/31/2030	1/4/2032	9/18/2032	6/13/2034	4/14/2036
Proposed # of Lots	824	169	158	86	117	147	147

CR 33 CDD Boundary Amendment - Tierra Vista

Opinion of Probable Construction Costs

Proposed District Facilities and Services	Total	Phase 1	Phase 2	Phase 3
1. Master Utilities System (Onsite & Offsite)				
a. Sanitary Sewer System	\$ 2,160,238	\$ 840,453	\$ 789,708	\$ 530,076
b. Water Distribution System	\$ 1,906,092	\$ 741,576	\$ 696,802	\$ 467,714
c. Reuse Water System	\$ 1,556,642	\$ 605,620	\$ 569,055	\$ 381,967
2. Master Stormwater Management System	\$ -			
a. Pond and Roadway Earthwork	\$ 5,080,567	\$ 1,426,477	\$ 2,058,262	\$ 1,595,828
b. On and Offsite Storm Conveyance System	\$ 2,382,615	\$ 926,970	\$ 871,002	\$ 584,643
3. Electrical Service Systems (Underground)	\$ 1,715,500	\$ 554,600	\$ 653,300	\$ 507,600
4. Gas	\$ 1,031,845	\$ 393,605	\$ 379,883	\$ 258,357
5. On-Site Roadway Improvements	\$ 3,101,043	\$ 1,213,470	\$ 1,115,768	\$ 771,804
6. Off-Site Roadway Improvements	\$ 344,500	\$ 212,000		\$ 132,500
7. Landscaping, Hardscaping & Irrigation	\$ 1,346,500	\$ 298,750	\$ 435,250	\$ 612,500
8. Professional Consulting Fees	\$ 1,623,475	\$ 742,240	\$ 544,795	\$ 336,440
9. Contingency (15%)	\$ 3,337,352.44	\$ 1,193,364	\$ 1,217,074	\$ 926,915
Total	\$ 25,586,369	\$ 9,149,126	\$ 9,330,899	\$ 7,106,345
Construction Start		6/15/2027	4/1/2029	7/21/2031
Construction Completion		8/15/2028	4/5/2030	7/20/2032
Proposed # of Lots	365	118	139	108

10

STATEMENT OF ESTIMATED REGULATORY COSTS

For the Petition to Amend the Boundaries of the County Road 33 CDD

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to amend the boundaries of the **County Road 33 Community Development District** (the “District”). The District is an independent special unit of government established pursuant to Chapter 190 by the City of Leesburg, Florida (the “City”) by Ordinance No.23-58 on October 9, 2023. The District is comprised of approximately 441.153 acres and located entirely within the City. The project is currently planned for approximately 801 residential units. The District desires to amend the boundaries by adding approximately 702.307 acres (the “Expansion Area”). The Expansion Area is planned to include approximately 1,189 residential units. Upon expansion, the District will include 1,143.46 acres and 1,990 planned residential units. The SERC provides the information required by Section 190.005 and Section 120.541, Florida Statutes. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing¹ such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the County Road 33 Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the lands within the County Road 33 development. The District, as amended, will encompass approximately 1,143.46 acres.

The development plan for the lands within the District, as amended, includes approximately 1,990 residential units. All units are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the city in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the District. The scope of this SERC is limited to evaluating the economic consequences of

¹ Same limitations apply for a SERC accompanying the petition to amend the boundaries of a CDD.

approving the petition to amend the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency², and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternative submitted under paragraph (1)(a) of Sec. 120.541, Florida Statute, and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the

² For the purposes of this SERC, the term “agency” means the City of Leesburg and the term “rule” means the ordinance(s) which the City of Leesburg adopted to create or amend the District.

proposed rule.

A description and analysis of the requirements are set forth below.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

It is unlikely the amendment of the District's boundaries will meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the District, as amended, encompasses a community designed for approximately 1,990 residential units. These units and their owners and or tenants will fall under the jurisdiction of the District upon construction or sale. Prior to sale of any units, all of the land within the District will be under the jurisdiction of the District and be required to comply with the establishing ordinance.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed amendment of the District's boundaries. The boundary amendment, as proposed, will be processed by the City per section 190.046(1)(b), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are minimal, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the District must pay an annual fee to the State of Florida Florida Commerce, which offsets such costs. Please note that since the District already exists and the petition is to amend the boundaries of the District, it is unlikely that there will be any additional costs to the State.

City of Leesburg

The District currently exists and the petition is to amend the boundaries of the District. After the boundaries are amended, the District will consist of approximately 1,143.46 acres. The City and its staff will process and analyze the petition pursuant to Section 190.046(1)(b) Florida Statutes,

conduct a public hearing with respect to the petition, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources. However, the petition filing fee is anticipated to cover the City costs for review of the petition to amend the boundaries.

These costs to the City are modest for a number of reasons. First, review of the petition to amend the District boundaries does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City attributable to the amendment of the District's boundaries are minimal, if any. The District is an independent unit of special purpose local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. It should be noted that since the District already exists, the inclusion of the Expansion Area within the boundaries of the District should not impact the City's annual costs.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. The District has its own sources of revenue to provide and maintain such facilities and services. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 and Table 2 provide an outline of the various facilities and services the District may provide. It is anticipated that the facilities and services in Tables 1 and 2 may be financed by the District.

The petitioner has estimated the design and development costs for providing the capital facilities in the Expansion Area. The cost estimates are shown in Table 2 below. The Expansion Area design and development costs for these facilities are estimated to total \$88,418,646 for all of the Expansion Area. The District and/or the developer may pay these construction and development costs. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that may benefit from the District's capital improvement program.

Table 1.
County Road 33 CDD Proposed Facilities and Services
Banning Ranch & Tierra Vista

Facilities/Systems	Proposed Ownership and Maintenance Entity
Sanitary Sewer Collection System (On & Off-Site)	City of Leesburg
Water Distribution System (On & Off-Site)	City of Leesburg
Reuse Water System (On & Off-Site)	City of Leesburg
Master Stormwater Management System	CR 33 CDD
Electrical Service System	SECO
Gas Service System	City of Leesburg
On-Site Public Roadway Improvements	City of Leesburg
Off-Site Public Roadway Improvements	Lake County
Landscape, Hardscape & Irrigation within Master Public Roads	CR 33 CDD/HOA

Table 2.
County Road 33 Community Development District Expansion Property –
Engineer's Estimate of Probable Costs
Banning Ranch

Banning Ranch 3A,3B,4A,4B,5B,5A CR33 Boundary Amendment Opinion of Probable Construction Costs							
Proposed District Facilities and Services	Total	Phase 3A	Phase 3B	Phase 4A	Phase 4B	Phase 5B	Phase 5A
1. Master Utilities System (Onsite & Offsite)							
a. Sanitary Sewer System	\$ 7,220,052	\$ 1,801,101	\$ 902,442	\$ 1,203,270	\$ 734,207	\$ 1,610,087	\$ 968,946
b. Water Distribution System	\$ 5,037,597	\$ 1,028,030	\$ 796,272	\$ 500,532	\$ 647,830	\$ 1,095,987	\$ 968,946
c. Reuse Water System	\$ 3,873,129	\$ 839,558	\$ 650,289	\$ 408,768	\$ 529,061	\$ 767,191	\$ 678,262
2. Master Stormwater Management System	\$ -		\$ -	\$ -	\$ -		
a. Pond and Roadway Earthwork	\$ 13,875,068	\$ 2,599,726	\$ 2,675,335	\$ 1,459,657	\$ 1,727,535	\$ 2,808,889	\$ 2,603,926
b. On and Offsite Storm Conveyance System	\$ 6,408,428	\$ 1,285,038	\$ 1,055,060	\$ 663,205	\$ 858,374	\$ 1,351,717	\$ 1,195,033
3. Electrical Service Systems (Underground)	\$ 2,390,900	\$ 448,200	\$ 426,600	\$ 237,600	\$ 318,600	\$ 542,400	\$ 417,500
4. Gas	\$ 2,132,085	\$ 500,731	\$ 424,891	\$ 243,632	\$ 314,121	\$ 324,282	\$ 324,429
5. On-Site Roadway Improvements	\$ 9,123,537	\$1,827,809	\$1,560,763	\$1,028,005	\$1,386,274	\$ 1,752,172	\$ 1,568,513
6. Off-Site Roadway Improvements	\$ 159,000					\$ 159,000	\$ -
7. Landscaping, Hardscaping & Irrigation	\$ 1,769,135	\$ 392,787	\$ 336,756	\$ 235,745	\$ 289,347	\$ 294,000	\$ 220,500
8. Professional Consulting Fees	\$ 2,647,833	\$ 1,105,000	\$ 290,960	\$ 252,060	\$ 242,560	\$ 665,203	\$ 92,050
9. Contingency (15%)	\$ 8,195,514.43	\$ 1,774,197	\$ 1,367,905	\$ 934,871	\$ 1,057,186	\$ 1,705,639	\$ 1,355,716
Total	\$ 62,832,277	\$ 13,602,177	\$ 10,487,273	\$ 7,167,344	\$ 8,105,095	\$ 13,076,567	\$ 10,393,822

Tierra Vista

Tierra Vista Boundary Amendment Opinion of Probable Construction Costs				
Proposed District Facilities and Services	Total	Phase 1	Phase 2	Phase 3
1. Master Utilities System (Onsite & Offsite)				
a. Sanitary Sewer System	\$ 2,160,238	\$ 840,453	\$ 789,708	\$ 530,076
b. Water Distribution System	\$ 1,906,092	\$ 741,576	\$ 696,802	\$ 467,714
c. Reuse Water System	\$ 1,556,642	\$ 605,620	\$ 569,055	\$ 381,967
2. Master Stormwater Management System	\$ -			
a. Pond and Roadway Earthwork	\$ 5,080,567	\$ 1,426,477	\$ 2,058,262	\$ 1,595,828
b. On and Offsite Storm Conveyance System	\$ 2,382,615	\$ 926,970	\$ 871,002	\$ 584,643
3. Electrical Service Systems (Underground)	\$ 1,715,500	\$ 554,600	\$ 653,300	\$ 507,600
4. Gas	\$ 1,031,845	\$ 393,605	\$ 379,883	\$ 258,357
5. On-Site Roadway Improvements	\$ 3,101,043	\$ 1,213,470	\$ 1,115,768	\$ 771,804
6. Off-Site Roadway Improvements	\$ 344,500	\$ 212,000		\$ 132,500
7. Landscaping, Hardscaping & Irrigation	\$ 1,346,500	\$ 298,750	\$ 435,250	\$ 612,500
8. Professional Consulting Fees	\$ 1,623,475	\$ 742,240	\$ 544,795	\$ 336,440
9. Contingency (15%)	\$ 3,337,352.44	\$ 1,193,364	\$ 1,217,074	\$ 926,915
Total	\$ 25,586,369	\$ 9,149,126	\$ 9,330,899	\$ 7,106,345

Future landowners in the District shall be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance, assuming such bonds are issued by the District. In addition to the levy of non-ad valorem assessments for debt service, the District shall also impose a non-ad valorem assessments to fund the operations and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of the affected property within the District by purchasing such property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels and types of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through higher cost of developer equity and/or bank loans.

In considering these costs it shall be noted that owners and occupants of the lands included within the District and the Expansion Area will receive four major classes of benefits.

First, those property owners in the District will receive a higher level of public services and amenities sooner than would otherwise be the case, due to increased availability to bond financing.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Expansion of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows CDD landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and cost of the CDD services they receive, provided they meet the City's overall requirements.

Fourth, a CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance, operations, and repair costs through assessments collected on the county tax bill pursuant to Section 197.3632, Florida Statutes. Further, a CDD is a perpetual entity and provides for the continuous operations and maintenance of infrastructure.

Lastly, based upon Chapter 205-189, *Laws of Florida* (SB 108), the following potential transactional costs need to be specifically addressed in determining the estimate of such costs relative to the expansion of the District:

1. Filing Fee – *up to \$1,500 per unincorporated county or municipality for which the District is located and fully funded by the petitioner. The District will be required to pay an annual Special District fee of \$175 to the State per provisions of Section*

189.018, Florida Statutes.

2. Expenses to obtain a license – *The District will not require any individual or entity to obtain any specific licenses as a result of adoption of the rule.*
3. Necessary Equipment – *The District will not require any specific equipment that is necessary to operate the District.*
4. Installation, utilities for, and maintenance of necessary equipment – *The District will not require any specific equipment that is necessary to operate the District.*
5. Necessary operations or procedures – *The District will incur cost for the operation and maintenance of the facilities detailed in table 1 which should not exceed \$500,000 annually that will be fully funded by the property owners of the District.*
6. Accounting, financial, information management, and other administrative processes – *The District will contract with a management consulting firm to provide these services that should not exceed \$50,000 annually that will be fully funded by the property owners of the District. The State will incur information management and administrative processes as a result of the requirements of the Uniform Special District Accountability Act codified in Chapter 189, Florida Statutes, which transactional costs related thereto are intended to be offset by the annual \$175 filing fee paid by the District.*
7. Labor, based on relevant wages, salaries, and benefits – *The District will utilize independent contractors to operate District therefore no direct cost associated with labor, wages, etc.*
8. Materials and supplies – *There maybe cost for materials and supplies that should not exceed \$25,000 annually that will be fully funded by the property owners of the District.*
9. Capital expenditures, including financing costs – *See table 2 above*
10. Professional and technical services, including contracted services necessary to implement and maintain compliance – *The District will contract for management, legal and engineering services in order to maintain compliance with all rules, regulations and statutes which cumulatively should not exceed \$100,000 annually (a portion of which is noted in the response to 6. above) that will be fully funded by the property owners of the District.*
11. Monitoring and reporting – *The District will contract with an engineering firm to ensure the District complies with any monitoring and reporting requirements which should not exceed \$10,000 annually that will be fully funded by the property owners of the District.*
12. Qualifying and recurring education, training and testing – *Any cost associated with education, training and testing is part of the consultants contract therefore no additional cost.*
13. Travel – *There may be minor travel cost associated with maintaining the District that should be less than \$5,000 annually and will be fully funded by the property owners of the District.*
14. Insurance and surety requirements – *The basic liability insurance policy for the District should not exceed \$10,000 annually and will be fully funded by the property owners of the District. Property insurance may also be required and is not reflected in the above estimate.*
15. A fair and reasonable allocation of administrative costs and overhead – *The District is less than 2,500 acres and initially the Administrative costs and overhead should be allocated on per acre basis with all cost being fully funded by the property owners of*

the District.

16. Reduced sales or other revenue – *Sales and Other Revenue should not be impacted by the establishment of the District.*
17. Other items suggested by the rules ombudsman in the Governor’s office or by any other interested person, business organization, or business representative – *None.*

If applicable, the market impacts likely to result from compliance with the district establishment, including

1. Changes to customer charges for goods or services – *No Impact*
2. Changes to the market value of goods or services produced, provided, or sold – *No Impact*
3. Changes to cost resulting from the purchase of substitute or alternative goods or services – *No Impact*
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing required education, training or testing. – *The District is required to annually adopt a budget that includes administrative fees paid to consultants that fully understand the compliance requirements associated with the establishment of the District. The annual administrative budget is generally less than \$150,000 and fully funded by the property owners of the District.*

The transactional cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD (through tax exempt bond financing), the cost impact to landowners is negligible.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the expansion of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City has an estimated un-incarcerated population greater than 10,000 according to the most recent federal U.S. Census (2020). Therefore, the City is not defined as a “small” City according to Section 120.52(18), Florida Statutes.

Lake County has an estimated un-incarcerated population that is greater than 75,000 according to the 2020 U.S. Census. Therefore, the County is not defined as a “small county” according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer, the developer's Engineer and other professionals associated with the developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) in section 120.541, Florida Statutes and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals or revised statements submitted to the agency (the City) as described in section 120.541(1)(a), Florida Statutes.

Prepared by:

Governmental Management Services - Central Florida, LLC

February 5, 2026

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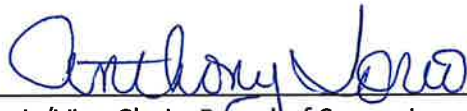
AUTHORIZATION OF AGENTS

This letter shall serve as a designation of Sarah R. Sandy and Michelle K. Rigoni of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agents for County Road 33 Community Development District ("**District**"), a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to amend the boundaries of the District pursuant to Chapter 190, *Florida Statutes*. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:

COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT


Print Name: ANDRES ARVELO


Chair/Vice Chair, Board of Supervisors


Print Name: TAN TRAN

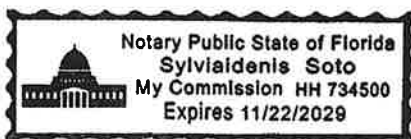
STATE OF FLORIDA

COUNTY OF ORANGE

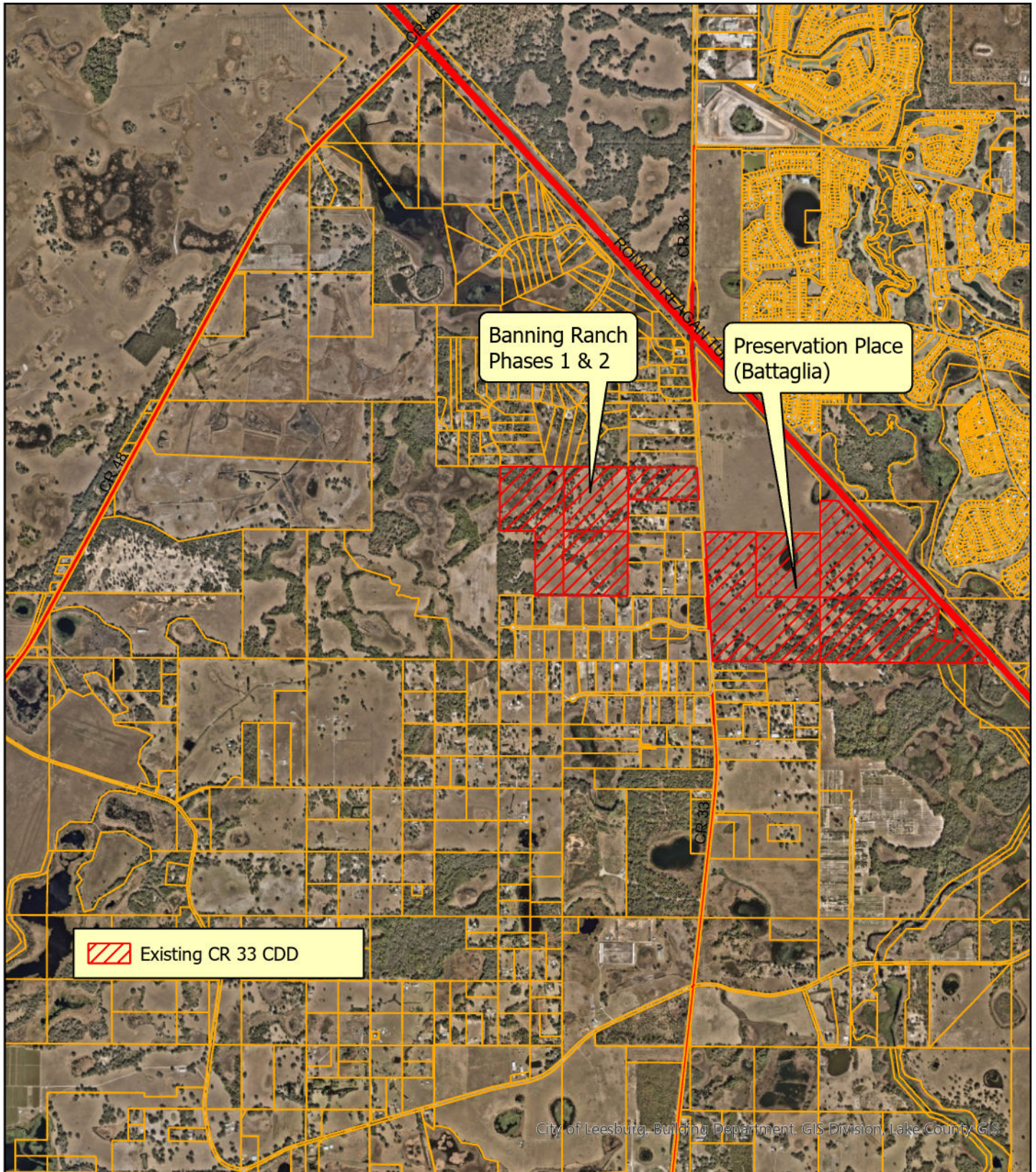
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of January, 2026, by Anthony Iorio, as Chairman, of County Road 33 Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

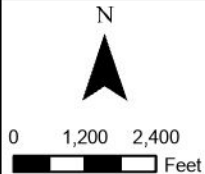
Name: Sylviaidenis Soto
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



Existing CR 33 CDD

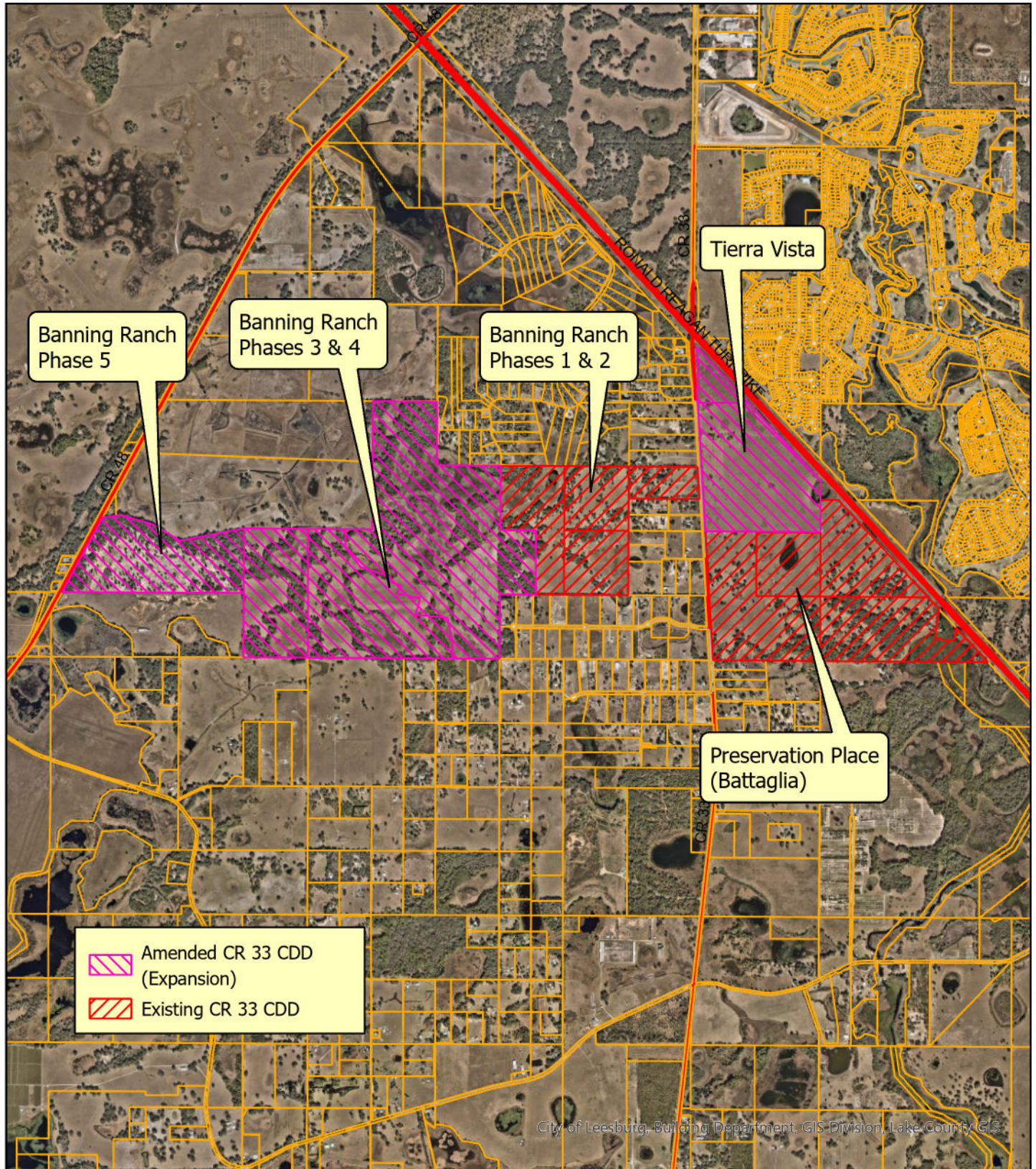


Planning
& Zoning
Department

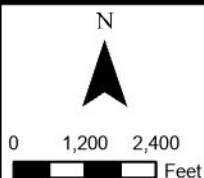


CR 33 CDD Boundary

CR 33 CDD Boundary Expansion

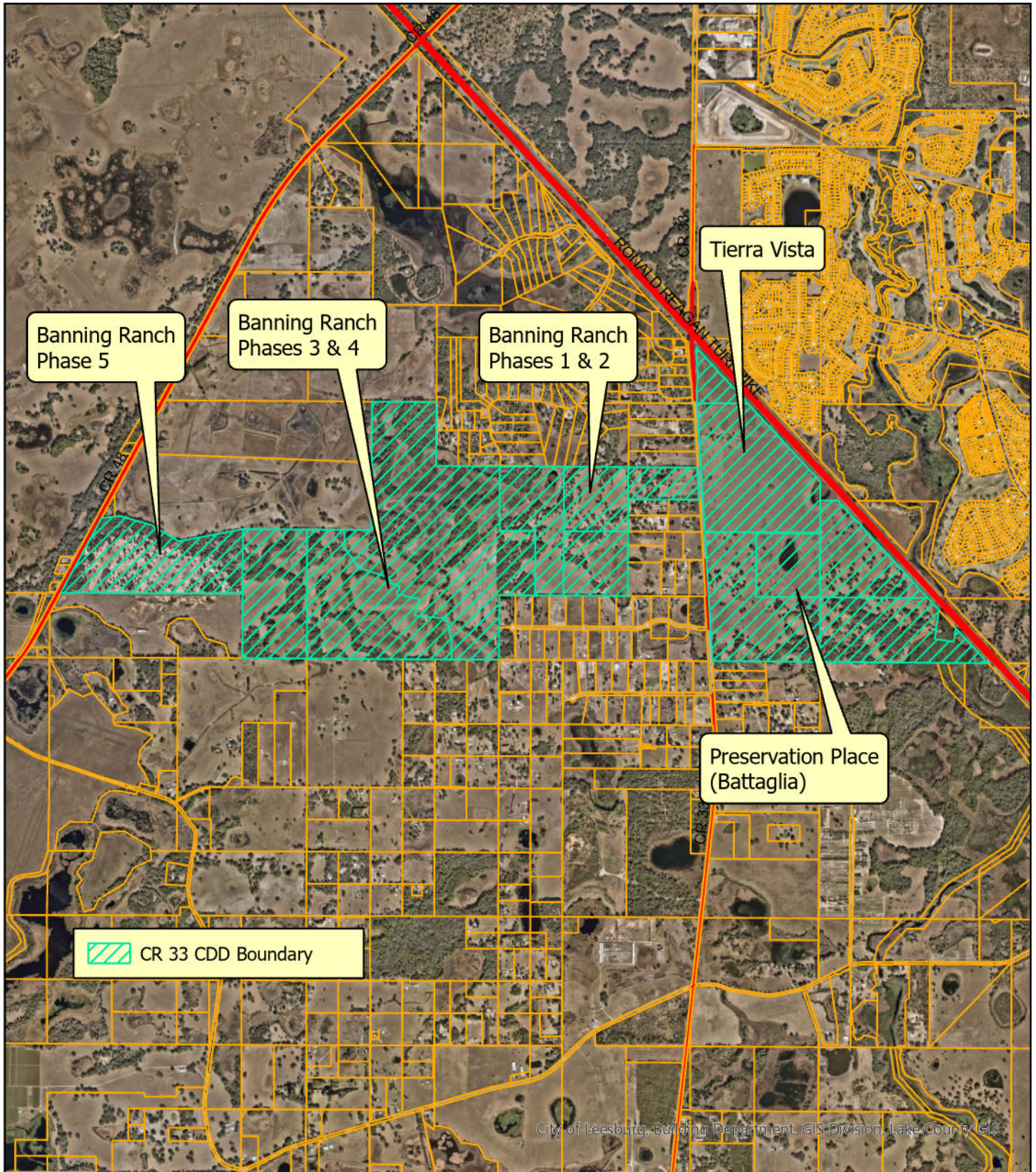


Planning
& Zoning
Department

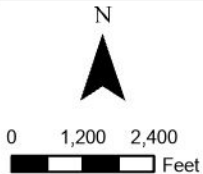


CR 33 CDD Boundary Expansion

CR 33 CDD



**Planning
& Zoning
Department**



CR 33 CDD Boundary

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: May 11, 2026

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing the Lake County (unincorporated) Residential customer to the Leesburg Electric Advisory Board; and providing an effective date.

Staff Recommendation:

Select the Lake County (unincorporated) Residential customer to serve on the Electric Advisory Board.

Analysis:

In 2017, the City Commission adopted ordinance 17-02, which created an Electric Advisory Board. Section 2-153 of the Code of Ordinances contemplates the composition of the 5-member; 2-year staggering term body. The composition of the Board creates a cross-section of the Leesburg Electric customer base to create representation in operations and rate making recommendations.

Michael Rankin, the Lake County unincorporated residential customer, resigned.
The vacant term expires December 31, 2027.

A board vacancy advertisement was published in the Leesburg Daily Commercial newspaper and on the city's website and social media.

Only one resume was received and is attached for review. No other applications or resumes were received.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING THE LAKE COUNTY (UNINCORPORATED)
RESIDENTIAL CUSTOMER TO THE LEESBURG ELECTRIC ADVISORY
BOARD; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby appoints the following to serve on the Leesburg Electric Advisory Board as the
Lake County (unincorporated) Residential Customer (Term Through December 31, 2027):

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 11th day of May 2026.

Mayor

ATTEST:

City Clerk

Charles "Andy" Price

RECEIVED
MAY 01 2026

BY: 

20 April 2026

Charles "Andy" Price
615 S Whitney Rd
Leesburg FL 34748
aprice@americansafety.com
704-473-9290

J. Andi Purvis, MMC
City Clerk
City of Leesburg
501 W Meadow Street
Leesburg FL 34748

Dear Ms. Purvis,

I would like to be considered for the Electric Advisory Board seat representing unincorporated Lake County and/or the commercial or industrial ratepayer position.

I've been involved in the electrical utility industry my entire life. My father started American Safety Utility Corporation in 1982, and I grew up working in the business before moving into a full-time role. Over the years, I've worked in multiple areas of the company including sales, warehouse operations, and our rubber testing lab. Today, I serve as CEO and Owner. This background has given me a practical understanding of the industry and the day-to-day side of utility work.

I founded the International Lineman's Museum in 1996 to honor the history of the industry. We have artifacts dating back to the start of electricity. It is my belief that the history of linemen and electricity is the greatest story never told, so I decided to do my best to tell this story through the museum. In 2006, I also started the International Lineman's Hall of Fame, honoring 6 individuals in the industry each year. Each individual inducted into the Hall of Fame represents the best of the best in some aspect of the industry. It has always been my goal to highlight not only the electrical utility industry and all it does, but to honor the individuals who make it what it is. This is why I created the International Lineman's Museum and Hall of Fame, now permanently housed in Leesburg, Florida.

I am also active in our local community. I am the Founder and President of the Board for the International Lineman's Museum and Hall of Fame, serve on the Board of Directors for the Leesburg Rotary Club, and am a member of the Leesburg Chamber of Commerce, Lake 100, and the Lake County GOP, where I assist with fundraising efforts. I also opened a secondary location for my business, American Safety Utility Corporation, in Leesburg – bringing jobs and revenue to Lake County.

As a resident of unincorporated Lake County and a customer of the city's electric system, I understand how important decisions around rates, service, and long-term planning are. I am available to attend meetings and would be glad to contribute anywhere I can.

Thank you for your time and consideration.

Charles Andy Price

Charles Andy Price

CHARLES "ANDY" PRICE



Leesburg, FL



(704) 473-9290



aprice@americansafety.com

APPLICANT FOR ELECTRICAL ADVISORY BOARD

PROFESSIONAL EXPERIENCE

American Safety Utility Corporation (ASUC) – Leesburg, FL
CEO / Owner

PROFESSIONAL SUMMARY

Lifelong involvement in the utility industry, currently serving as CEO/Owner of American Safety Utility Corporation. Hands-on experience across multiple areas of the business, providing a practical understanding of electrical systems, safety practices, and day-to-day utility operations.

- Lead a company founded in 1982 that supports the electrical utility industry
- Started working in the business at a young age and worked through multiple roles before taking over leadership
- Experience includes:
 - Sales, working directly with utility customers
 - Rubber testing lab work, including inspection and safety compliance of protective equipment
 - Warehouse operations, including pulling and shipping orders
- Conduct safety training classes for colleges and industry groups on the use, care, and testing of rubber goods and protective equipment
- Regularly attend industry trade shows and rodeos.

INDUSTRY & ORGANIZATIONAL LEADERSHIP

International Lineman's Museum and Hall of Fame
Founder & President of the Board

- Helped build and lead a nonprofit focused on preserving the history of the lineworker and electrical utility industry
- Supports the Hall of Fame recognizing individuals who have made a lasting impact in the field

ADDITIONAL INFORMATION

- Resident of Unincorporated Lake County
- Customer of Leesburg Electric Utility System
- Available for monthly meetings and related commitments

ADDITIONAL INDUSTRY EXPERIENCE

- Participated in storm response efforts following Hurricane Katrina, assisting alongside others in the utility field
- Lifelong exposure to and involvement in utility operations through family business and career experience

COMMUNITY INVOLVEMENT

- Board of Directors — Leesburg Rotary Club
- Member — Leesburg Chamber of Commerce
- Member — Lake 100
- Member — Lake County GOP (Fundraising Committee)
- Member — The Rock Church experience

Charles “Andy” Price

Perspective & Approach

PRACTICAL INDUSTRY PERSPECTIVE

Having worked in multiple areas of the utility industry over time, I approach decisions from a practical, real-world standpoint. I understand how policies, pricing, and operational decisions affect both the people doing the work and the customers relying on the service.

BALANCING COST, SAFETY, AND RELIABILITY

Reliable electric service depends on maintaining a balance between cost, safety, and long-term infrastructure needs. My experience has shown that short-term decisions can have long-term impacts, and I value thoughtful planning that supports both immediate needs and future stability.

UNDERSTANDING BOTH SIDES

As both a business owner and a customer of the electric system, I understand the importance of fair rates, dependable service, and clear communication. I bring a perspective that considers both operational realities and customer impact.

LONG-TERM VIEW OF THE INDUSTRY

Through both hands-on experience and involvement in preserving the history of the trade, I've seen how the industry has evolved. That perspective reinforces the importance of maintaining strong systems today while planning responsibly for the future.

COMMITMENT TO PARTICIPATION

I am prepared to attend meetings, stay engaged in discussions, and contribute where I can. I value straightforward, informed decision-making and working collaboratively with others to support the community.
