AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, SEPTEMBER 14, 2026 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Hispanic Heritage Month

3. PRESENTATIONS:

A. Certificates of Recognition to members of the New Age Runners

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

Five Years: Carmen Dell, Building; and Natalia Silcott, Finance
Twenty Years: Isaiah Byrd, Gas; Arnold Eugene, Electric; Travis Whitley, Police; and Dianne Yekel, Planning & Zoning

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held August 24, 2026

B. PURCHASING ITEMS:

1. Purchase request by the Fleet Department for the purchase of one (1) new 2027 Ford F250 SuperCab 4x2 vehicle from Duval Ford for a total purchase cost of $69,713.00.

2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment No. 1 to the existing contract with Faithworks Total Ground Maintenance, LLC; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment No. 1 to an existing Construction Services Agreement with Precision Meter Repair, Inc.; and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment No. 6 to the existing contract with Wealthspire Retirement, LLC (fka NFP Retirement, Inc); and providing an effective date.

5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Advanced Roofing, Inc. for the removal and replacement of roofs at Buildings 2212 and 2222 at the Mispah/Simmons Apartment Complex, in an amount not to exceed $61,250.00; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Meritage Homes of Florida, Inc.; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Utility Easement affecting the property described therein from Meritage Homes of Florida, Inc.; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from

MST Real Properties LLC; and providing an effective date.

4. **Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, facilities and programs in the City of Leesburg, Florida; imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year Beginning October 1, 2026; approving the rate of assessment; approving the assessment roll; and providing for an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and KB Home Orlando, LLC., regarding electric service to a development known as Silver Lake Estates Phase 2A; and providing an effective date.**

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing renewal of an agreement with Sun Life Assurance Company of Canada to continue providing Excess Stop Loss Insurance and Health Navigator, for the City's group health insurance plan; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

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

A. SECOND READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 65.0 +/- acres; and being generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, lying in Section 36, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (JCQ Leesburg Palmetto Drive ANNX)**

2. **An Ordinance of the City of Leesburg, Florida, changing the future land use designation of approximately 65.0 +/- acres, from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, as legally described in Section 36, Township**

20 South, and Range 24 East, in Lake County, Florida; and providing an effective date. (JCQ Leesburg Palmetto Drive LSCP)

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 65.0 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), for a property generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, as legally described in Section 36, Township 20 South, Range 24 East, in Lake County, Florida; and providing an effective date. (JCQ Leesburg Palmetto Drive RZ)**

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 118.05 +/- acres; and being generally located south of CR 48, north of Shady Grove Road, and east of the Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Merritt Ranch ANNX)**

5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain real property consisting of approximately 445.38 +/- acres; and being generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Merritt Ranch LSCP)**

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 445.38 +/- acres from Lake County A (Agriculture) and City R-1-A (Single Family Residential) to City of Leesburg PUD (Planned Unit Development) to allow for 523 single-family homes, for a property generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Merritt Ranch PUD)**

7. **An Ordinance of the City of Leesburg, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 1, Definitions; amending Section 6, Benefit Amounts and Eligibility; amending Section 8, Disability; providing for Codification; providing for severability of provisions; repealing all Ordinances in conflict herewith; and providing an effective date.**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 36.99 +/- acres from City of Leesburg General Commercial to City of Leesburg Age Restricted Development, for a property generally located south of County Road 470 and east of Ronald Reagan Turnpike, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 7th Site Plan SSCP)**

2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 36.99 +/- acres from City of Leesburg PUD (Planned Unit Development) to City ARD (Age Restricted Development), to apply existing The Villages Chapter 163 Codes, spread previously approved density to across the proposed acreage, and provide consistent The Villages development patterns, for a property generally located south of County Road 470 and east of Ronald Reagan Turnpike, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 7th Site Plan RZ)**

3. **An Ordinance of the City of Leesburg, Florida, to modify the Chapter 163 Development Agreement between The Villages of West Lake, Area A; for the development of approximately 5,631 acres; providing a binding agreement and amendments for long-term development; including but not limited to density, intensity, land uses and process; approving development rights and land development regulations; for a property generally located near Florida's Turnpike, the Lake and Sumter County line; and north of CR 470; as legally described in Sections 6, 7, 8, 9, and 16, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 163 Area A Amendment 2026)**

4. **An Ordinance of the City of Leesburg, Florida, to modify the chapter 163 Development Agreement between The Villages of West Lake, Area B; for the development of approximately 1,230 acres; providing a binding agreement and amendments for long-term development; including but not limited to density, intensity, land uses and process; approving development rights and land development regulations; for a property generally located near Florida's Turnpike, the Lake and Sumter County line; and east and west of CR 48; as legally described in Sections 31, Township 20 South, Range 24 East; and Sections 5, 6, and 7, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 163 Area B Amendment 2026)**

5. **An Ordinance of the City of Leesburg, Florida, amending and restating Ordinance No. 24-25, as amended by Ordinance No. 25-40; providing a**

short title; providing findings and intent; granting a non-exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns ("Franchisee"); a Franchise for a period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchise shall operate; amending the Franchise territory; amending notice provisions; providing for conflict and severability; and providing an effective date.

6. **An Ordinance of the City of Leesburg, Florida, amending and restating Ordinance No. 2018-2, as amended by Ordinance No. 2018-35, as further amended by Ordinance No. 20-14, and amended and restated by Ordinance No. 24-24; providing short title; providing findings and intent; granting certain non-exclusive Franchises to Gibson Place Utility Company, LLC, Gibsn Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, Okeehumkee Water Conservation Authority, LLC, and their successors and assigns (each a Franchisee, and sometimes collectively referred to herein as the "Franchisees"); a Franchise for a period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchises shall operate; amending the Franchise Territory; amending notice provisions; providing for conflict and severability; and providing an effective date.**

7. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 2.62 +/- acres from City of Leesburg Low Density Residential to Medium Density Residential, for a property generally located south of South Street and west of Lucas Street, lying in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (TFS Lucas Street Multi-Family SSCP)**

8. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.62 +/- acres from City R-2 (Medium Density Residential) to R-3 (High Density Residential) to allow for a multi-family development, for a property generally located south of South Street and west of Lucas Street, lying in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (TFS Lucas Street Multi-Family RZ)**

9. **An Ordinance of the City of Leesburg, Florida consenting to the inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the provision of Ambulance and Emergency Medical Services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the city to be included within said M.S.T.U.**

for a specific term of years; providing for conflicts; and providing an effective date.

C. NON-ROUTINE ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Ratification of the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; 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.

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

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

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

AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 24, 2026 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, August 24, 2026, at Leesburg City Hall. Mayor Berry called the meeting to order at 5:34 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Miss Leesburg Certificates

Miss Leesburg - Claire Carlton
Teen Miss - Ryleigh Mallory
Junior Miss - Allison Waddell
Little Miss - Zuri Spurlock
Tiny Miss - Amzie Wilburth

This year Miss Leesburg will be celebrating their 40th year and they are inviting everyone to attend their pageant on Saturday, September 12 at 2:30 P.M.

Mayor Berry thanked and acknowledged Miss Leesburg Claire Carlton and her court for representing the City at events with positive personalities and professional appearances. She also recognized Linda Watts for her many years of service in organizing and supporting the participants. **Mayor Berry** then presented certificates to Claire Carlton, Miss Leesburg; Ryleigh Mallory, Miss Teen Leesburg; Allison Waddell, Junior Miss Leesburg; Zuri Spurlock, Little Miss Leesburg; and Amzie Wilburth, Tiny Miss Leesburg. Following the presentation, photographs were taken with Mayor Berry.

Claire Carlton, Miss Leesburg, thanked the City Commission for its longstanding support of the Miss Leesburg Scholarship Program. She noted that Linda Watts founded the program 39 years ago after receiving permission from the City Commission to use the City's name. Claire explained that the program emphasizes community volunteerism, encourages participants to serve as role models, and promotes the importance of education through scholarships. She noted that the nonprofit distributes all funds raised and, when additional funds are available, provides scholarships to students outside the program. This year, the program awarded nine scholarships to graduating seniors. Claire concluded by expressing appreciation for the opportunity to receive certificates from Mayor Berry and the City Commissioners and stated that the participants were proud to represent their hometown.

An audience member offered additional remarks recognizing Linda Watts for her 40 years of dedication to the Miss Leesburg Program. She noted that, while Linda prefers to work behind the scenes, the program's success and its positive impact on generations of young women are a reflection of Linda's leadership, encouragement, and support.

Mayor Berry thanked the speaker and announced that the Miss Leesburg Pageant would be held on Saturday, September 12, at the Leesburg High School Auditorium. She again congratulated Linda Watts and the program participants.

4. PUBLIC COMMENTS:

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Scott Chevalier, Founder and Executive Director of the Powerhouse Youth Project, addressed the Commission regarding the organization's work with local students. He stated that Powerhouse has invested in students at Leesburg High School for the past five years through its mission of providing "direction beyond the diploma" and preparing students to be college-ready, career-ready, and life-ready. He described the organization's Pathway to Purpose program, which connects students with business and community leaders, mentors, and professionals while addressing topics such as goal setting, overcoming obstacles, communication, careers, résumé preparation, interviewing, mentorship, and planning for life after graduation. Mr. Chevalier also highlighted Powerhouse's career panels, mentorship opportunities, and the development of its Passport to Prosperity initiative, which will expose students to local businesses, industries, careers, and opportunities. He announced that Powerhouse is expanding its efforts to Oak Park Middle School and, with the upcoming consolidation of Oak Park and Carver, plans to continue serving students at the combined school. Mr. Chevalier emphasized the importance of reaching

students earlier to create a pipeline that supports them from middle school through high school and ultimately into the local workforce. Mr. Chevalier concluded by thanking the City for allowing Powerhouse to serve Leesburg students and encouraged the Commission to review the information provided and support the organization's efforts.

Bessie Rawls, a lifelong Leesburg resident, addressed the Commission and indicated that she wished to speak regarding the Juneteenth holiday. **Mayor Berry** advised Ms. Rawls that the matter would be addressed later in the meeting and that she would have an opportunity to speak during the agenda item. No further public comments were offered, and Mayor Berry proceeded to the consent agenda.

5. CONSENT AGENDA:

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

Items pulled for discussion: 5C9 - Resolution 12,277 Lease Agreement with the Leesburg Boating Club, Inc.

Commissioner Reisman moved to adopt the Consent Agenda except for 5C9, and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	Yes
Mayor Berry	Yes

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held August 10, 2026

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment No.1 with Compost USA; and providing an effective date.

ADOPTED RESOLUTION 12,268

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from The Paces Foundation, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 12,269

2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from James C. Gentles and Michele J. Gentles; and providing an effective date.**

ADOPTED RESOLUTION 12,270

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager or their designee authority to accept funding from the Florida Department of Transportation (FDOT) through a grant provided to the University of North Florida Institute of Police Technology and Management (IPTM) for high-visibility traffic enforcement details; and providing an effective date.**

ADOPTED RESOLUTION 12,271

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute FAA Grant Agreement 3-12-0042-038-2026, for the Airfield Signage Replacement Design, for the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 12,272

5. **Resolution of the City Commission of the City of Leesburg, authorizing the Mayor and City Clerk to execute a Lessor Consent to Sublease Agreement; between the City of Leesburg and Aerostat, Inc., for a sublease agreement between Aerostat, Inc. and Bob Frazer; and providing an effective date.**

ADOPTED RESOLUTION 12,273

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Forestar (USA) Real Estate Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch Pods 5 & 7 and Spine Road Phase 2; and providing an effective date.**

ADOPTED RESOLUTION 12,274

7. **Resolution of the City Commission of the City of Leesburg, Florida approving the First Amendment to the Proportionate Share Mitigation Agreement for Tierra Vista, as entered into by and between the School Board of Lake County, Florida, Trinity Land Company, LLC, and the City of Leesburg to extend the term of the Agreement until December 28, 2026; and providing an effective date.**

ADOPTED RESOLUTION 12,275

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Gray Robinson, P.A. for lobbying services; and providing an effective date.**

ADOPTED RESOLUTION 12,276

9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amended and Restated Non-Residential Lease Agreement between the City of Leesburg and the Leesburg Boating Club, Inc., for the purpose of extending the term of the lease to expire December 31, 2056; and providing an effective date.**

ADOPTED RESOLUTION 12,277

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Connell expressed opposition to extending the Boat Club lease at this time, noting that approximately six years remain on the current lease. He questioned the need to extend the lease to 30 years from the present date, particularly because the Boat Club pays nominal rent, and stated that he believed the City had sufficient time to revisit and renegotiate the lease under terms that provided a greater benefit to the City. **Commissioner Connell** also expressed concern that the Boat Club charges fees for use of the facility while leasing the property from the City for a nominal amount. He requested additional information regarding the proposed capital improvements, including renderings or specific proposals, before considering a long-term lease extension. **Commissioner Pederson** explained that the Boat Club had requested the extension to provide additional certainty before making substantial capital improvements to the property. He noted that the Boat Club has been in operation for approximately 80 years and has occupied the current building since 1962. He stated that the organization has approximately 310 members, maintains the property, and pays all expenses associated with the facility, including maintenance, utilities, insurance, taxes, and improvements. **Commissioner Pederson** further clarified that the proposal would extend the lease term to 30 years from the present date, effectively adding approximately 24 years to the remaining term. He expressed support for the extension, citing the Boat Club's long history, community involvement, financial contributions, and continued investment in the property.

Commissioner Reisman asked whether a representative of the Boat Club wished to provide additional information. **Fred O'Brian**, representing the Boat Club, addressed the Commission and distributed information regarding the organization's expenses and improvements to the property. He stated that the Boat Club is responsible for all improvements, insurance, maintenance, utilities, and taxes associated with the facility and that the property has been maintained at no expense to the City. Mr. O'Brian also highlighted the organization's community involvement, including construction and maintenance of the fireworks barge, the lighthouse project, the annual Christmas Boat Parade, a Toys for Tots fundraiser, and support for various local charitable organizations. **Commissioner Burry** expressed support for extending the lease, stating that the Boat Club had continued to improve the property and provide positive benefits to the City.

Mayor Berry confirmed that the Boat Club covers all expenses associated with the property, and Mr. O'Brian affirmed that it does. **Commissioner Connell** raised a question regarding responsibility for catastrophic damage to the building. **CA Watson** and **CM Minner** clarified that the lease's casualty damage provision addresses catastrophic circumstances. They explained that the Boat Club maintains insurance, while the City retains the authority to determine whether a catastrophically damaged facility should be reconstructed or otherwise addressed. **Commissioner Connell** reiterated that he did not oppose the Boat Club itself but believed the lease should not be extended at this time without more specific information regarding the proposed capital improvements. **Commissioner Pederson** responded that the Boat Club had demonstrated a consistent history of investing in and improving the property and stated his continued support for the lease extension.

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

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

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. None

B. FIRST READING OF ORDINANCES:

1. An Ordinance of the City of Leesburg, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 1, Definitions; amending Section 6, Benefit Amounts and Eligibility; amending Section 8,

Disability; providing for Codification; providing for severability of provisions; repealing all Ordinances in conflict herewith; and providing an effective date.

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

Mayor Berry noted that the item was on first reading and, therefore, no vote was required.

CM Minner provided a brief overview of the proposed ordinance, explaining that it would amend the City of Leesburg pension plan to memorialize a modification previously agreed to through the collective bargaining process during Fiscal Year 2025. He stated that the change had already been implemented but had not been formally adopted by ordinance. The amendment changes the retirement eligibility for receiving a 100% pension benefit from age 52 with 25 years of service to age 50 with 25 years of service. CM Minner also corrected a previously stated fiscal impact, clarifying that the actuarial impact was approximately $15,000 rather than $250,000. He stated that the ordinance would be scheduled for consideration at the next meeting.

C. NON-ROUTINE ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing an amendment to Personnel Policy 340 to designate June 19th (Juneteenth) as a paid holiday for eligible city employees; and providing an effective date.

ADOPTED RESOLUTION 12,278

Before the resolution was introduced, **Mayor Berry** asked the Commission for permission to make a statement regarding the proposed recognition of Juneteenth as a paid City holiday. She explained that on July 13 she had requested that Juneteenth be added to the City's paid holiday calendar for the 2027 budget year and had offered several options, including adding Juneteenth alone, replacing the BikeFest holiday with Juneteenth and New Year's Eve, or adding all three holidays. She noted that her proposal was defeated by a 4-1 vote. **Mayor Berry** stated that, following public comments at the August 10 City Commission meeting, she requested that City Attorney Watson provide research regarding the Commission's authority to recognize Juneteenth. She noted that CA Watson confirmed municipalities are legally permitted to recognize Juneteenth as a City holiday. She further stated that seven concerned citizens subsequently met with her and City staff on August 19, after which she requested that the City Manager place the matter on the agenda for further consideration. **Mayor Berry** explained that her support for Juneteenth was based on its recognition of those who opposed slavery and fought for freedom, its longstanding local history, and her commitment to making Leesburg "one Leesburg." She provided historical background regarding the City's Juneteenth celebrations from 2003 through 2019 and noted the involvement of local organizations, businesses, sponsors, and community members. She stated that recognizing Juneteenth as a paid City holiday would provide an opportunity to acknowledge an important part of American and Leesburg history and further promote unity within the community. She concluded by asking that the resolution be introduced by title only.

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Reisman thanked Mayor Berry for providing the historical background regarding Juneteenth and stated that he had not previously been aware of that history. **Mayor Berry** thanked Commissioner Reisman for his comments. **Commissioner Burry** stated that he supported the proposed recognition of Juneteenth as a paid City holiday.

Deborah Connelly Snow, Erika Jasper, Bessie Rawls, Harry Edwards, and Anthony Washington – The speakers expressed support for recognizing Juneteenth as a paid City holiday. They emphasized the historical and cultural significance of Juneteenth, its longstanding connection to the Leesburg community, and the importance of recognizing the holiday as a matter of fairness, consistency, and community unity. They requested that Juneteenth be considered through the same process used to establish other City holidays rather than being determined by an employee preference survey, with the option of adding it as a 13th holiday. The speakers also addressed concerns that the issue could be viewed as divisive, emphasizing that their intent was to recognize shared history and bring the community together.

Commissioner Connell explained his position regarding the number of paid holidays and the process used to establish them. He stated that BikeFest and New Year's Eve were originally proposed as additional holidays to address operational and employee-related considerations, including longstanding scheduling difficulties during BikeFest. He noted that Juneteenth was not part of the original discussion and expressed concern about increasing the City's total number of paid holidays. **Commissioner Connell** supported allowing employees to determine which holidays they considered most important, either by choosing among the proposed holidays or selecting 13 from a list of 14. He clarified that his position was not intended to diminish the significance of Juneteenth but was based on the number of holidays and the process for selecting them.

Mayor Berry clarified that the City would have 14 holidays if Juneteenth were added to the existing 13. She explained that, following the August 19 meeting with constituents, the option of allowing employees to vote on the holidays was reconsidered because of concerns that employees might not fully understand the historical and cultural significance of Juneteenth when making their selections. **Mayor Berry** stated that she respected Commissioner Connell's position and later clarified that she had not intended to portray any Commissioner negatively. She reiterated that her support for Juneteenth had been consistent since she became aware of the available options. **CM Minner** confirmed that adding Juneteenth would bring the City's total number of paid holidays to 14. **Commissioner Burry** noted that Tavares currently has 14 paid holidays, while some other Lake County jurisdictions have fewer holidays. **Commissioner Reisman** stated that he initially supported allowing employees to vote on the holiday selection but, after further consideration and discussions with members of the public and constituents, believed the decision should remain with the elected Commission as the governing body responsible for overseeing the City.

Commissioner Pederson stated that he intended to support recognizing Juneteenth as a paid holiday but wanted to clarify how the original discussion regarding the additional holidays occurred. He explained that the discussion began during the budget process as part of a broader conversation about personnel, employee retention, benefits, and morale. He stated that BikeFest and New Year's Eve were discussed and approved as additional holidays, with Juneteenth not being part of that initial discussion. Commissioner Pederson expressed concern that the process had resulted in several Commissioners being portrayed negatively and stated that he appreciated the community's passion and understood the

importance of Juneteenth. He reiterated his support for the holiday and stated that, had all three holidays been presented together during the original discussion, he believed the Commission would have supported both BikeFest and Juneteenth. **Mayor Berry** clarified that she had not intended to portray her colleagues negatively. **Commissioner Pederson** stated that he wanted the record to clearly reflect how the original discussion occurred.

The roll call vote was:
Commissioner Pederson Yes
Commissioner Reisman Yes
Commissioner Connell No, explaining that he was voting against the proposed Juneteenth holiday because he did not support increasing the City's paid holidays to 14. He stated that he would support recognizing Juneteenth if one of the existing holidays were replaced, but did not support adding another holiday.
Commissioner Burry Yes
Mayor Berry Yes

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

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had nothing to report.

9. CITY MANAGER ITEMS:

CM Minner commented on the holiday discussion, expressing appreciation for the public input received and stating that, from a procedural standpoint, he did not believe there were any issues with how the matter was handled. He thanked Mayor Berry for requesting that the issue be brought back before the Commission and expressed appreciation for the manner in which the Commission and community worked through the matter. He reported that he had no other matters to bring before the Commission.

10. ROLL CALL:

Commissioner Connell, had nothing to report.

Commissioner Burry, had nothing to report.

Commissioner Pederson, had nothing to report.

Commissioner Reisman, announced the upcoming Chamber breakfast and the Habitat construction kickoff on September 11 at the organization's new Leesburg property. He also advised the Commission

to mark their calendars for the fourth annual Leesburg Blue Foundation 5K, scheduled for October 3 at the airport, and encouraged the community to attend and support local law enforcement and the Blue Foundation.

Mayor Berry, requested permission to provide her Florida League of Cities report at the next Commission meeting and thanked the Commissioners for their thoughts and comments, expressing her respect and appreciation for each of them.

11. ADJOURN:

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

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

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 6:30 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: September 14, 2026

From: Cliff Kelsey, (Public Works Director)

Subject: Purchase request by the Fleet Department for the purchase of one (1) new 2027 Ford F250 SuperCab 4x2 vehicle from Duval Ford for a total purchase cost of $69,713.00.

Staff Recommendation:
Staff recommends approval of this purchase to Duval Ford for a total of $69,713.00.

Analysis:
This purchase is for one (1) new 2027 Ford F-250 SuperCab 4x2. The vehicle will replace Unit 7033, which was totaled. The vehicle is needed to support the Public Works Lift Stations Division.

Procurement Analysis:
The City will utilize a cooperative contract (Florida Sheriffs Association Contract No. FSA25-VEL33.0) for the purchase of this vehicle. The contract was competitively solicited and awarded through a formal bidding process. The procurement of the vehicle is consistent with and complies with the City's established procurement policy.

Options:
1. Approve the purchase request to Duval Ford for $69,713.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
A budget adjustment will be necessary to add the insurance reimbursement, or $20,141.00 due to the vehicle being totaled in an accident. The remaining $49,859.00 will also be added to the budget utilizing available Fleet Cash Reserves.

Account No.	510-5199-519-6413
Project No.	FLEET
WF No.	WF1728345/1
Req. No.	58855
Budget	$70,000.00
Available	-0-

DUVAL | Ford

• Since 1916 •

Leesburg

QUOTE ID:	1347JDREV1	Contract Holder	REV: 6/4/2026
Prepared for:		Duval Ford	
Leesburg		Jared Davis	
Chad Conklin		(Work) 904-388-2144	
chad.conklin@leesburgflorida.org		(Fax) 904-387-6816	
352-728-9786 x2449		jared.davis@duvalmotor.com	
		405 Lane Avenue North	
		Jacksonville, FL 32258	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

FLORIDA COOPERATIVE PURCHASING PROGRAM

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	27 X2A CENTRAL	Item 170: 2027 Ford F250 Super Cab 148"WB 4x2. Power Windows, Locks, Keyless Entry [Updated October 2025]	$ 41,797.00	$ 41,797.00
0	1	LWB.X2A	56" Cab to Axle, 8 Foot Bed [UPDATED FOR 2027 MY]	$ 1,418.00	$ 1,418.00
0	1	Z1	Oxford White exterior	$ -	$ -
0	1	AS	Medium Dark Slate vinyl, 40/20/40	$ -	$ -
0	1	99N.44F	7.3L 2V DEVCT NA PFI V8 Gas/TorqShift®-G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Off-Road (4x4))	$ -	$ -
0	1	18B REG	Platform Running Boards	$ 318.00	$ 318.00
0	1	43C	120V/400W Outlet (with 40/20/40 seats, there is one in-dash mounted outlet)	$ 224.00	$ 224.00
0	1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Optional on XL, XLT .Includes (52B) Factory Trailer brake controller .Includes trailer plug 6 or 7-way flat trailer Plug .Includes Tow Capacity-matched hardware pack: Class IV Ball Mount, 2 5/16" Ball, pin and clip[Recommend Locking Differential] [Updated DEC '25]	$ 1,736.00	$ 1,736.00
0	1	31*	Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage mso, body certification label and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
0	1	KSB 3	8' Knapheide 696 SRW 56" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 13,529.00	$ 13,529.00
0	1	SBO 2	Replace Camera	$ 340.00	$ 340.00
0	1	SBO 3	Masterlock 8'-9'	$ 789.00	$ 789.00
0	1	SBO 6	Compartment Lights 8'-9'	$ 680.00	$ 680.00
0	1	SBO 18	6 Drawer Mechanics Toolbox, mounted in first vertical compartment, streetside	$ 3,876.00	$ 3,876.00
0	1	CBO 10	Crane Body Opt 10: Led Work Lights, mounted on top of compartment at the rear on (each side, facing rear)	$ 816.00	$ 816.00
0	1	SBO 64	Spray Line Box Tops, Cargo Area, and service body tailgate for 8' service bodies	$ 1,496.00	$ 1,496.00
0	1	SBO 67	Spray Line Service body bumper tops and sides. Does not include the lower body panel between tailgate and bumper (add $100)	$ 272.00	$ 272.00
0	1	LED PKG 2	SD PERIMETER LIGHTING: AMBER/WHITE A: (2) SOUNDOFF: mPower 3" QM [EMPS1QMS3*] Location: On grille B: (2) SOUNDOFF: mPower 4" QM [EMPS2QMS4*] Location: On rear of body	$ 872.00	$ 872.00
0	1	TINTA	Tint All Windows 4 Door Including Windshield Strip	$ 357.00	$ 357.00
0	1	WT 250 EC4	Weather Tech Laser Cut mats Ext Cab FRONT AND REAR (4410511v, 446975)	$ 256.00	$ 256.00
0	1	RKE	Programmed Integrated Key Transmitter Fob	$ 312.00	$ 312.00
UNIT COST					$ 69,713.00
TOTAL QUANTITY		1		*TOTAL PURCHASE*	$ 69,713.00

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

SE FSD A	**MECHANICAL** • Brakes – Power four-wheel Disc Brakes with Anti-Lock Brake System (ABS) • Engine — F-250/F-350: 7.3L 2V DEVCT NA PFI V8 Gas — F-450: 6.7L High Output Power Stroke® V8 Turbo Diesel B20 • Transmission — TorqShift®-G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (7.3L Gas F-250 and F-350 DRW) — TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (7.3L Gas F-350 SRW and 6.7L High Output Power Stroke® Diesel) [UPDATED FOR 2027 MY]
SE FSD B	**EXTERIOR** • Doors — Two (Regular Cab only) — Four (SuperCab/Crew Cab only) • Glass — Solar-Tinted, complete (Std. XL) — Privacy (Std. XLT, Lariat, King Ranch®, and Platinum; NA frontseat windows) • Jack — Three ton mechanical (F-250/F-350 SRW) — Four ton hydraulic (F-350 DRW/F-450) • Lamps – pickup box and cargo area • Manual Locking Front Hub (4x4) • Moldings – tailgate and box-rail • Spare tire, wheel, & frame mounted carrier • Tailgate – removable w/ power lock, black handle • "Three-Blink" lane change signal • Tie-down hooks – pickup box, four (4) • Tow hooks – front, two (2) • Trailer Tow Package – 7 wire harness w/relays and 7/4 pin connector [UPDATED FOR 2027 MY]
SE FSD C	**INTERIOR/COMFORT** • Convenience — Coat hooks – LH/RH color-coordinated — Dash top tray — Dome Lamp – LH/RH door activated & I/P switch operated w/delay — Handles, grab – driver & front-passenger — Handles, roof ride – front-passenger (also over rear-doors on Crew Cab) — Map lights – dual (front and rear w/Crew Cab) — Powerpoint, auxiliary — Power Equipment Group – 1st row (front-seat) windows w/onetouch up/down, power 2nd row (rear-seat) windows; power doorlocks w/backlit switches & accessory delay; power tailgate lock • Door-Trim – color-coordinated, molded w/armrest/grab handle & reflector • Headliner – color-coordinated cloth • Hood release [UPDATED FOR 2027 MY]

SE FSD D	**INTERIOR/COMFORT (continued)** • Horn – dual electric • Instrument panel – color-coordinated w/ glove box, 4 air registers w/positive shut off, powerpoint • Scuff plates – front, color-coordinated; • Steering – power • Steering damper • Windshield wipers – intermittent [UPDATED FOR 2027 MY]
SE FSD E	**SAFETY/SECURITY** • AdvanceTrac® with RSC® (Roll Stability Control™) • Airbags — Driver and Passenger frontal and side airbag/curtain — Passenger side airbag deactivation switch • Center High-mounted Stop Lamp (CHMSL) • Child tethers (Regular Cab, front-passenger and all rear-seating positions) • Individual Tire Pressure Monitoring System (TPMS) • Safety Belts — Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled — Color-coordinated w/height adjustment (front-outboard seating positions only) • SecuriLock® Passive Anti-Theft System (PATS) • SOS Post-Crash Alert System™ • Stationary Elevated Idle Control (SEIC) • Ford Security Package (1-year included)3 – Theft Alerts – Vehicle Start Inhibits – Stolen Vehicle Services – Insurance Deductible Reimbursement
SE FSD F	**FUNCTIONAL** • Alternator — 160 (Std. XL) — 190 Amp (Std. XLT and Lariat) — 410 Amp Dual Alternators (250 Amp +160 Amp) (Std. King Ranch®, and Platinum) • Axle — Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350) — Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350) — Mono-beam front axle w/coil spring suspension (wide front track) (F-450) — Rear – Non-Limited-Slip (F-250/F-350) — Rear – 4.30 Limited-Slip (F-450) • Battery — Gas engine – Grp65 68AH 750-CCA, AGM — Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L High Output Power Stroke® Diesel engine) • Oil minder system • Shock absorbers – heavy-duty gas • Stabilizer bar – front

SE FSD G	**FUEL TANKS** **29 Gallon (Diesel Engine) 142" or 148" wheelbase** **34 Gallon (Diesel Engine) 160" or 164" wheelbase** **34 Gallon (Gas Engine) NA 176" wheelbase** **48 Gallon (Gas Engine) 176" wheelbase** **48 Gallon (Diesel Engine) 176" wheelbase** **CNG/Propane Gaseous Engine Prep Package (7.3L Gas)**

Bid Award

Contract: FSA25-VEL33.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 170, Ford, F-250 XL Super Duty Super Cab, X2A

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$41,897.00	Build	Options
	Alternate	BOZARD FORD	$42,757.00	Build	Options
	Alternate	Garber Ford Inc	$43,001.00	Build	Options
Northern	Primary	Duval Ford LLC	$41,667.00	Build	Options
	Alternate	BOZARD FORD	$42,544.00	Build	Options
	Alternate	Garber Ford Inc	$42,801.00	Build	Options
Central	Primary	Duval Ford LLC	$41,797.00	Build	Options
	Alternate	BOZARD FORD	$42,650.00	Build	Options
	Alternate	Garber Ford Inc	$42,901.00	Build	Options
Southern	Primary	Duval Ford LLC	$41,897.00	Build	Options
	Alternate	BOZARD FORD	$42,757.00	Build	Options
	Alternate	Garber Ford Inc	$43,001.00	Build	Options

Highlighted prices reflect updates for 2027 model year vehicles.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: September 14, 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 Amendment No. 1 to the existing contract with Faithworks Total Ground Maintenance, LLC; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of Amendment No. 1 to extend the term of the original agreement for Lot Mowing, Debris Cleanup & Board-Up Services with Faithworks Total Ground Maintenance, LLC for an additional three (3) years.

Analysis:
This amendment is necessary to ensure the uninterrupted delivery of these essential services. The renewed agreement will remain in effect through September 30, 2029, providing continuity in the maintenance and preservation of the City's properties and assets.

The continued performance of these services is necessary to ensure the proper maintenance, preservation, appearance, safety, and security of City-owned properties and facilities and to protect the City's investment in its assets.

Procurement Analysis:
On September 11, 2023, the City of Leesburg entered into a fixed unit price agreement with Faithworks Total Ground Maintenance, LLC to provide lot mowing, debris cleanup, and board-up services for the Public Works Department. These services are essential to the continued maintenance, appearance, safety, and security of City-owned properties and facilities. Maintaining this agreement ensures the City has continued access to these necessary services in a timely and cost-effective manner.

Options:
1. Approve the resolution authorizing execution of Amendment No. 1 with Faithworks Total Ground Maintenance, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The rates remain the same. Any expenses incurred will be paid out of the respective Public Works Grounds and Stormwater operating budgets.

Account No. 001-5194-519-3410 & 014-5171-537-3410

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE EXISTING CONTRACT WITH FAITHWORKS TOTAL GROUND MAINTENANCE, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute Amendment No. 1 with Faithworks Total Ground Maintenance, LLC, whose address is 2401 W. Old Highway 441, B1, Mt. Dora, FL 32757, for Lot Mowing, Debris Cleanup & Board-Up 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 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT No. 1
TO A FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 14th day of September 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 **FAITHWORKS TOTAL GROUND MAINTENANCE, LLC** whose address is 2401 W. Old Highway 441, B1, Mt. Dora, FL 32757 (hereinafter referred to as the "CONTRACTOR").

THAT, on September 11, 2023, the CITY and CONTRACTOR enter into a Fixed Unit Price Agreement for Lot Mowing, Debris Cleanup & Board-Up Services for the Public Works Department (hereinafter referred to as the "Master Agreement").

WHEREAS, the CITY and the CONTRACTOR desire to renew the original Agreement for an additional three (3) year term, commencing on October 1, 2026, and ending on September 30, 2029.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to the following:

   a. The CITY and the CONTRACTOR agree to renew the original Agreement for an additional three (3) year term, commencing on October 1, 2026, and ending September 30, 2029.

   b. The unit pricing rates are reflected on Attachment 'A'.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

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

[Signature page follows.]

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

FAITHWORKS TOTAL GROUND MAINTENANCE, LLC

By: Felecia Freeman

Its: Vice President/Owner
(Title)

CITY OF LEESBURG, FLORIDA

_____
Allyson E. Berry, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

_____
William Watson, Attorney

Faithworks Total Ground Maintenance, LLC

4201 W. Old Hwy 441, Bldg D1, Mt. Dora, Florida 32757 | 352-729-2507 | www.faithworkstotalground.com

Current Price List — City of Leesburg

Lot Mowing, Debris Clean-Up & Board-Up Services (IFB 231001) — Contract Renewal

Item	Task Description	Unit	Est. Annual Qty	Quoted Unit Cost	Est. Annual Cost
GROUP A — ON-CALL LOT MOWING					
A1	Improved Lots: Up to 1/2 Acre in Size (lots with structures), Grass height under 12"	Each	50	$40.00	$2,000.00
A2	Improved Lots: 1/2 - 1 Acre in Size (lots with structures), Grass height under 12"	Each	10	$55.00	$550.00
A3	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures), Grass height under 12"	Each	20	$55.00	$1,100.00
A4	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures), Grass height under 12"	Each	10	$35.00	$350.00
A5	Improved Lots: Up to 1/2 Acre in Size (lots with structures), Grass height over 12"	Each	10	$40.00	$400.00
A6	Improved Lots: 1/2 - 1 Acre in Size (lots with structures), Grass height over 12"	Each	5	$55.00	$275.00
A7	Unimproved Lots: Up to 1/2 Acre in Size (lots without structures), Grass height over 12"	Each	5	$60.00	$300.00
A8	Unimproved Lots: 1/2 - 1 Acre in Size (lots without structures), Grass height over 12"	Each	5	$80.00	$400.00
A9	72" Zero Turn Mower, 1/4 Hour With Operator	Each	4,960	$8.84	$43,846.40
A10	60" Zero Turn Mower, 1/4 Hour With Operator	Each	4,960	$8.75	$43,400.00
A11	48" Zero Turn Mower, 1/4 Hour With Operator	Each	4,960	$8.77	$43,499.20
A12	60" Walk Behind Mower, 1/4 Hour With Operator	Each	4,960	$8.78	$43,548.80
A13	48" Walk Behind Mower, 1/4 Hour With Operator	Each	4,960	$8.78	$43,548.80
A14	20"-22" Walk Behind Mower, 1/4 Hour With Operator	Each	1,240	$8.73	$10,825.20
A15	Landscape Maintenance Hourly Labor Rate for Equipment Operator and Crew Supervision	Each	4,960	$20.00	$99,200.00
A16	Line Trimming, Stick Edging, Hedge Trimming, Leaf Blower, 1/4 Hour With Operator	Each	2,480	$8.68	$21,526.40
A17	General Landscape Maintenance Hourly Labor Rate for Detail Work as Unskilled Labor (incl. Weeding)	Each	2,480	$34.76	$ -
A18	Mobilization Fee — Truck, Trailer, Crew Transportation (once per week)	Hour	31	$50.00	$1,550.00
				GROUP A — LOT MOWING TOTAL	**$356,319.80**
GROUP B — DEBRIS CLEAN-UP					
B1	Debris gathered and moved to curbside (may be included)	Hour	50	$30.00	$1,500.00
B2	Trash Bag, 42 Gal., 3 mil	Each	200	$0.50	$100.00
B3	Mobilization Fee	Each	5	$100.00	$500.00
				GROUP B — DEBRIS CLEAN-UP TOTAL	**$2,100.00**
GROUP C — BOARD-UP SERVICES					
C1	Sheeting, OSB - 1/2-inch	Each	100	$100.00	$10,000.00
C2	Ply-Sheath 1/2-inch	Each	215	$100.00	$21,500.00
C3	Heavy-duty Lock/Hasp	Each	5	$50.00	$250.00
C4	2" x 4" x 8' Lumber	Each	60	$20.00	$1,200.00

C5	Power Fasteners (i.e., Pasload Charge)	Fastener	80	$65.00	$5,200.00
C6	Mobilization Fee	Each	5	$100.00	$500.00
C7	After Hours Response Fee	Hour	6	$75.00	$450.00
GROUP C — BOARD-UP SERVICES TOTAL					**$39,100.00**
TOTAL BID AMOUNT — ALL GROUPS					**$397,519.80**

Pricing reflects current quoted rates under the existing agreement (IFB 231001).

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: September 14, 2026

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment No. 1 to an existing Construction Services Agreement with Precision Meter Repair, Inc.; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of Amendment No. 1 with Precision Meter Repair, Inc. to extend the term of the original agreement for an additional three (3) years for the Installation/Abandonment of Gas Mains and Services.

Analysis:
The proposed Resolution authorizing the execution of Amendment No. 1 to the original Agreement for the Installation/Abandonment of Gas Mains and Services is necessary to ensure uninterrupted delivery of services. The amendment will extend the term of the original agreement for an additional three (3) years.

The renewal will allow the existing agreement to remain in effect and provide for the continued installation, modification, and abandonment of gas mains and services as needed. Extending the agreement will provide continuity of service and allow the work to proceed under the existing terms and conditions without the need to enter into a new agreement at this time.

Procurement Analysis:
On October 23, 2023, the City of Leesburg entered into a contract with Precision Meter Repair Inc. The purpose of this solicitation was to provide Installation/Abandonment of Gas Mains and Services for the Gas Department. Staff has reviewed the proposed amendment and finds the renewal to be in the best interest of the City. Accordingly, Staff recommends that the Commission approve the Resolution authorizing the execution of Amendment No. 1 for an additional three-year term.

Options:
1. Approve the Resolution authorizing execution of Amendment No. 1 with Precision Meter Repair, Inc.; or

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

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO AN EXISTING CONSTRUCTION SERVICES AGREEMENT WITH PRECISION METER REPAIR, INC.; 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 Precision Meter Repair, Inc., whose address is 4701 Reece Road, Plant City, Florida 33566 for Installation/Abandonment of Gas Mains and 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 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT NO. 1
TO A CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT is made as of the 14th day of September 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 **PRECISION METER REPAIR** whose address is 4701 Reece Road, Plant City, Florida 33566 (hereinafter referred to as the "CONTRACTOR").

THAT, on October 23, 2023, the CITY and CONTRACTOR entered into a Fixed Unit Price Agreement whereby the CONTRACTOR agreed to provide labor, material, and equipment to the City of Leesburg Gas Department for Installation/Abandonment of Gas Mains and Services (hereinafter referred to as the "Agreement").

WHEREAS, the CITY and the CONTRACTOR wish to adjust the fixed-unit prices and labor rates; and

WHEREAS, the CITY and the CONTRACTOR desire to renew the Agreement for an additional three (3) year term beginning October 1, 2026, and ending September 30, 2029.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to the following:

   a. The CITY and the CONTRACTOR agree to the revised fixed-unit prices and labor rates in Attachment 'A'.
   b. The CITY and CONTRACTOR agree to renew the Agreement for an additional three (3) year term beginning October 1, 2026, and ending September 30, 2029.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g.,

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

[*Signature page follows.]*

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

PRECISION METER REPAIR

By: _____

Its: President
(Title)

CITY OF LEESBURG, FLORIDA

_____
Allyson E. Berry, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

_____
William Watson, Attorney

230902 - Gas Department Contractor City of Leesburg, Florida 2026

ATTACHMENT A- PRECISION METER REPAIR, INC.

Item#	Size	Main Tie Ins	Price
1	2"	High Volume Tee {PE) s 5'	$1,600.00
2	2"	High Volume Tee (PE)> 5'	$ 2,695.00
3	2"	In-Line Tee (PE) s 5'	L&E
4	2"	In-Line Tee (PE)> 5'	L&E
5	2"	No-Blow (ST) s 5'	$ 1,875.00
6	2"	No-Blow {ST)> 5'	$ 2,985.00
7	2"	Bottom Out {ST) s 5'	$ 3,186.05
8	2"	Bottom Out (ST)> 5'	$ 3,186.05
9	4"	In-Line Tee (PE) s 5'	L&E
10	4"	In-Line Tee (PE)> 5'	L&E
11	4"	Bottom Out (ST) s 5'	$ 12,459.95
12	4"	Bottom Out (ST) > 5'	$ 12,459.95
13	6"	In-Line Tee (PE) s 5'	L&E
14	6"	In-Line Tee {PE) < 5'	L&E
15	6"	Bottom Out (ST) s 5'	$ 12,459.95
16	6"	Bottom Out {ST) > S'	$ 12,459.95
17	8"	Bottom Out (ST) s 5'	$ 18,907.21
18	8"	Bottom Out (ST) > 5'	$ 18,907.21

Item#	Size	Main Install	Price
19	3/4"	PE, Developed Areas, joint trench, s 200'	$ 1,696.00
20	3/4"	PE, Developed Areas, NO joint trench, s 200'	$ 4,015.00
21	3/4"	PE, Developed Areas, joint trench, > 200' (per foot)	$ 5.00
22	3/4"	PE, Developed Areas, NO joint trench, > 200' (per foot)	$ 14.75
23	3/4"	PE, Undeveloped Areas, joint trench, s 200'	$ 1,696.00
24	3/4"	PE, Undeveloped Areas, NO joint trench, s 200'	$ 2,450.00
25	3/4"	PE, Undeveloped Areas, joint trench, > 200' (per foot)	$ 5.00
26	3/4"	PE, Undeveloped Areas, NO joint trench, > 200' (per foot)	$ 7.95
27	3/4"	Steel, Developed Areas, joint trench, s 200'	$ 3,950.00
28	3/4"	Steel, Developed Areas, NO joint trench, s 200'	$ 6,185.00

29	**3/4"**	Steel, Developed Areas, joint trench, > 200' (per foot)	$ 17.25
30	**3/4"**	Steel, Developed Areas, NO joint trench, > 200' (per foot)	$ 26.00
31	3/4"	Steel, Undeveloped Areas, joint trench, s 200'	$ 3,950.00
32	3/4"	Steel, Undeveloped Areas, NO joint trench, s 200'	$ 3,950.00
33	3/4"	Steel, Undeveloped Areas, joint trench, > 200' (per foot)	$ 17.25
34	3/4"	Steel, Undeveloped Areas, NO joint trench, > 200' (per foot)	$ 17.25
35	2"	PE, Developed Areas, joint trench, s 200'	$ 1,696.00
36	2"	PE, Developed Areas, **NO** joint trench, s 200'	$4,015.00
37	2"	PE, Developed Areas, joint trench, > 200' (per foot)	$ 5.00
38	2"	PE, Developed Areas, **NO** joint trench, > 200' (per foot)	$ 14.75
39	2"	PE, Undeveloped Areas, joint trench, s 200'	$ 1,696.00
40	2"	PE, Undeveloped Areas, **NO** joint trench, s 200'	$ 2,450.00
41	2"	PE, Undeveloped Areas, joint trench, > 200' (per foot)	$ 5.00
42	2"	PE, Undeveloped Areas, **NO** joint trench, > 200' (per foot)	$ 7.95
43	2"	Steel, Developed Areas, joint trench, s 200'	$ 3,950.00
44	2"	Steel, Developed Areas, **NO** joint trench, s 200'	$ 6,185.00
45	2"	Steel, Developed Areas, joint trench, > 200' (per foot)	$ 17.25
46	2"	Steel, Developed Areas, NO joint trench, > 200' (per foot)	$ 26.00
47	2"	Steel, Undeveloped Areas, joint trench, s 200'	$ 3,950.00
48	2"	Steel, Undeveloped Areas, NO joint trench, s 200'	$ 3,950.00
49	2"	Steel, Undeveloped Areas, joint trench, > 200' (per foot)	$17.25
50	2"	Steel, Undeveloped Areas, NO joint trench, > 200' {per foot)	$17.25
51	4"	PE, Developed Areas, joint trench, s 200'	$1,850.00
52	4"	PE, Developed Areas, NO joint trench, s 200'	$4,400.00
53	4"	PE, Developed Areas, joint trench, > 200' {per foot)	$6.75
54	4"	PE, Developed Areas, NO joint trench, > 200' (per foot)	$16.00
55	4"	PE, Undeveloped Areas, joint trench, s 200'	$1,850.00
56	4"	PE, Undeveloped Areas, NO joint trench, s 200'	$3,400.00
57	4"	PE, Undeveloped Areas, joint trench, > 200' (per foot)	$6.75
58	4"	PE, Undeveloped Areas, NO joint trench, > 200' {per foot)	$11.50
59	4"	Steel, Developed Areas, joint trench, s 200'	$4,765.00
60	4"	Steel, Developed Areas, **NO** joint trench, s 200'	$6,185.00
61	4"	Steel, Developed Areas, joint trench, > 200' (per foot)	$28.25
62	4"	Steel, Developed Areas, NO joint trench, > 200' (per foot)	$36.00
63	4"	Steel, Undeveloped Areas, joint trench, s 200'	$4,765.00
64	4"	Steel, Undeveloped Areas, NO joint trench, s 200'	$4,765.00
65	4"	Steel, Undeveloped Areas, joint trench, > 200' (per foot)	$28.25
66	4"	Steel, Undeveloped Areas, NO joint trench, > 200' (per foot)	$28.25

67	6"	PE, Developed Areas, joint trench, s 200'	$2,300.00
68	6"	PE, Developed Areas, NO joint trench, s 200'	$6,350.00
69	6"	PE, Developed Areas, joint trench, > 200' (per foot)	$8.50
70	6"	PE, Developed Areas, NO joint trench, > 200' (per foot)	$25.00
71	6"	PE, Undeveloped Areas, joint trench, s 200'	$2,300.00
72	6"	PE, Undeveloped Areas, NO joint trench, s 200'	$3,550.00
73	6"	PE, Undeveloped Areas, joint trench, > 200' (per foot)	$8.50
74	6"	PE, Undeveloped Areas, NO joint trench, > 200' (per foot)	$13.50
75	6"	Steel, Developed Areas, joint trench, s 200'	$5,280.00
76	6"	Steel, Developed Areas, NO joint trench, s 200'	$8,650.00
77	6"	Steel, Developed Areas, joint trench, > 200' (per foot)	$41.75
78	6"	Steel, Developed Areas, NO joint trench, > 200' {per foot)	$45.00
79	6"	Steel, Undeveloped Areas, joint trench, s 200'	$5,280.00
80	6"	Steel, Undeveloped Areas, NO joint trench, s 200'	$5,280.00
81	6"	Steel, Undeveloped Areas, joint trench,> 200' (per foot)	$41.75
82	6"	Steel, Undeveloped Areas, NO joint trench, > 200' (per foot)	$41.75
83	**8"**	Steel, Developed Areas, joint trench, s 200'	$5,280.00
84	**8"**	Steel, Developed Areas, NO joint trench, s 200'	$8,650.00
85	**8"**	Steel, Developed Areas, joint trench, > 200' (per foot)	$58.85
86	**8"**	Steel, Developed Areas, NO joint trench, > 200' (per foot)	$65.00
87	**8"**	Steel, Undeveloped Areas, joint trench, s 200'	$5,280.00
88	**8"**	Steel, Undeveloped Areas, NO joint trench, s 200'	$5,280.00
89	**8"**	Steel, Undeveloped Areas, joint trench, > 200' (per foot)	$58.85
90	**8"**	Steel, Undeveloped Areas, NO joint trench, > 200' (per foot)	$58.85

Item#	Size	Service Install	Price
91	3/4"	PE, Developed Areas, Joint (Main tie-in) service, s 100' LF	$1,595.00
92	3/4"	PE, Developed Areas, Joint (Main tie-in) service, > 100' (per ft)	$11.00
93	3/4"	PE, Developed Areas, Single service, s 100' LF	$700.00
94	3/4"	PE, Developed Areas, Single service, > 100' (per ft)	$11.00
95	3/4"	PE, Developed Areas, Single (Main tie-in) service, s 100' LF	$1,595.00
96	3/4"	PE, Developed Areas, Single (Main tie-in) service, > 100' (per ft)	$11.00
97	3/4"	Steel, Developed Areas, service, s 100' LF	$2,450.00
98	3/4"	Steel, Developed Areas, service, > 100' (per ft)	$22.00
99	3/4"	PE, Undeveloped Areas, Joint service, s 100' LF	$ 700.00
100	3/4"	PE, Undeveloped Areas, Joint service, > 100' (per ft)	$ 5.00
101	3/4"	PE, Undeveloped Areas, Joint (Main tie-in) service, s 100' LF	$ 850.00
102	3/4"	PE, Undeveloped Areas, Joint (Main tie-in) service, > 100' (per ft)	$ 5.00

103	3/4"	PE, Undeveloped Areas, Joint with Whip service, s 100' LF	$ 700.00
104	3/4"	PE, Undeveloped Areas, Joint with Whip service, > 100' (per ft)	$ 5.00
105	3/4"	PE, Undeveloped Areas, Joint with Whip (Main tie-in) service, s 100' LF	$ 850.00
106	3/4"	PE, Undeveloped Areas, Joint with Whip (Main tie-in) service, > 100' (per ft)	$ 5.00
107	3/4"	PE, Undeveloped Areas, Next Door service, s 100' LF	$ 250.00
108	3/4"	PE, Undeveloped Areas, Next Door service, > 100' (per ft)	$ 8.00
109	3/4"	PE, Undeveloped Areas, Single service, s 100' LF	$ 700.00
110	3/4"	PE, Undeveloped Areas, Single service, > 100' (per ft)	$ 5.00
111	3/4"	PE, Undeveloped Areas, Single {Main tie-in) service, s 100' LF	$ 8.50
112	3/4"	PE, Undeveloped Areas, Single (Main tie-in) service, > 100' (per ft)	$ 5.00
113	3/4"	Steel, Undeveloped Areas, service, s 100' LF	$ 1,200.00
114	3/4"	Steel, Undeveloped Areas, service, > 100' (per ft)	$ 13.50
115	2"	PE, Developed Areas, Joint (Main tie-in) service, s 100' LF	$ 1,595.00
116	2"	PE, Developed Areas, Joint (Main tie-in) service,> 100' (per ft)	$ 11.00
117	2"	PE, Developed Areas, Single service, s 100' LF	$ 9.00
118	2"	PE, Developed Areas, Single service, > 100' (per ft)	$ 11.00
119	2"	PE, Developed Areas, Single {Main tie-in) service, s 100' LF	$ 1,595.00
120	2"	PE, Developed Areas, Single {Main tie-in) service, > 100' (per ft)	$ 11.00
121	2"	Steel, Developed Areas, service, s 100' LF	$ 2,650.00
122	2"	Steel, Developed Areas, service, > 100' (per ft)	$ 22.00
123	2"	PE, Undeveloped Areas, Joint service, s 100' LF	$ 700.00
124	2"	PE, Undeveloped Areas, Joint service, > 100' (per ft)	$ 6.50
125	2"	PE, Undeveloped Areas, Joint (Main tie-in) service, s 100' LF	$ 950.00
126	2"	PE, Undeveloped Areas, Joint (Main tie-in) service, > 100' (per ft)	$ 6.50
127	2"	PE, Undeveloped Areas, Joint with Whip service, s 100' LF	$ 700.00
128	2"	PE, Undeveloped Areas, Joint with Whip service, > 100' (per ft)	$ 6.50
129	2"	PE, Undeveloped Areas, Joint with Whip (Main tie-in) service, s 100' LF	$ 950.00
130	2"	PE, Undeveloped Areas, Joint with Whip (Main tie-in) service, > 100' (per ft)	$ 6.50
131	2"	PE, Undeveloped Areas, Next Door service, s 100' LF	$ 350.00
132	2"	PE, Undeveloped Areas, Next Door service, > 100' (per ft)	$ 6.50
133	2"	PE, Undeveloped Areas, Single service, s 100' LF	$ 700.00
134	2"	PE, Undeveloped Areas, Single service, > 100' (per ft)	$ 6.50
135	2"	PE, Undeveloped Areas, Single (Main tie-in) service, s 100' LF	$ 950.00
136	2"	PE, Undeveloped Areas, Single (Main tie-in) service, > 100' (per ft)	$ 6.50
137	2"	Steel, Undeveloped Areas, service, s 100' LF	$ 2,450.00
138	2"	Steel, Undeveloped Areas, service, > 100' (per ft)	$ 22.00

Item#	Size	Cut and Cap	Price
139	3/4"	PE s S'	$ 690.00

140	3/4"	PE> 5'	$ 1,380.00
141	3/4"	Steels 5'	$ 900.00
142	3/4"	Steel> S'	$1,800.00
143	3/4"	Steel w/ Stops 5'	$3,186.05
144	3/4"	Steel w/ Stop> 5'	$ 3,186.05
145	1"	PE s 5'	$ 690.00
146	1"	PE> 5'	$ 1,380.00
147	1"	Steels 5'	$ 900.00
148	1"	Steel> 5'	$ 1,800.00
149	1"	Steel w/ Stops S'	$ 3,186.0S
150	1"	Steel w/ Stop> 5'	$ 3,186.05
151	2"	PE S 5'	$ 690.00
152	2"	PE> 5'	$ 1,380.00
153	2"	Steels 5'	$ 900.00
154	2"	Steel> 5'	$ 1,800.00
155	2"	Steel w/ Stops 5'	$ 3,186.05
156	2"	Steel w/ Stop > 5'	$ 3,186.05
157	4"	PE s 5'	$ 920.00
158	4"	PE> 5'	$ 1,840.00
159	4"	Steels 5'	$ 9,368.85
160	4"	Steel> 5'	$ 9,368.85
161	4"	Steel w/ Stop s 5'	$ 9,368.85
162	4"	Steel w/ Stop> 5'	$ 9,368.85
163	6"	PE s 5'	$ 920.00
164	6"	PE> 5'	$ 1,840.00
165	6"	Steels 5'	$ 12,459.95
166	6"	Steel> 5'	$ 12,459.95
167	6"	Steel W/ Stops 5'	$ 12,459.95
168	6"	Steel W/ Stop > 5'	$ 12,459.95
169	8"	Steels 5'	$ 18,907.21
170	8"	Steel> 5'	$ 18,907.21
171	8"	Steel w/ Stops 5'	$ 18,907.21
172	8"	Steel w/ Stop> 5'	$ 18,907.21

Item#	Unit	Labor and Expense	Price
173	Each	2 Person Crew, Straight Time	$ 200.00
174	Each	2 Person Crew, Over Time	$ 300.00
175	Each	2 Person Crew, Emergency	$ 400.00
176	Each	3 Person Crew, Straight Time	$ 300.00

177	Each	3 Person Crew, Over Time	$ 450.00
178	Each	3 Person Crew, Emergency	$ 600.00
179	Each	4 Person Crew, Straight Time	$ 400.00
180	Each	4 Person Crew, Over Time	$ 600.00
181	Each	4 Person Crew, Emergency	$ 800.00
182	Each	2 Person Drill Crew, Straight Time	$ -
183	Each	2 Person Drill Crew, Over Time	$ -
184	Each	2 Person Drill Crew, Emergency	$ -
185	Each	Welder, Straight Time	$ 132.50
186	Each	Welder, Over Time	$ 198.75
187	Each	Welder, Emergency	$ 265.00
188	Each	Operator, Straight nme	$ 120.00
189	Each	Operator, Over Time	$ 180.00
190	Each	Operator, Emergency	$ 240.00
191	Each	Laborer, Straight Time	$ 80.00
192	Each	Laborer, Over Time	$ 120.00
193	Each	Laborer, Emergency	$ 140.00

Item#	Qty	Misc. Item	Price
194	1	Install 250 class meter & regulator	$50.00
195	1	Install 400-800 class meter & regulator	$100.00
196	1	Install 1.5-5000 class meter & regulator	$ 1,100.00
197	1	Small Well Point System	$ 500.00
198	1	Anode Install 9-32 LBS	$ 500.00
199	1	Sod Per SQ FT (after first 36 SQ FT)	$ 2.75
200	1	Concrete SQ FT	$ -
201	1	Asphalt SQ FT	$ -
202	1	Seed and Mulch SQ FT (after first 36 SQ FT)	$ 2.75

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.4.
Meeting Date:	September 14, 2026
From:	Paul Austin, (Finance Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment No. 6 to the existing contract with Wealthspire Retirement, LLC (fka NFP Retirement, Inc); and providing an effective date.

Staff Recommendation:
Staff recommends approval of the amendment for the employees' 401(a) Defined Contribution and 457(b) Deferred Compensation Plans from Wealthspire Retirement, LLC, to enter into an agreement to renew the terms of the original Agreement through September 30, 2028.

Analysis:
This amendment is necessary to ensure the uninterrupted delivery of these essential services. The renewed contract will remain in effect through September 30, 2028, providing employees' 401(a) Defined Contribution and 457(b) Deferred Compensation Plans and investment advisory services for the Plans.

Procurement Analysis:
The costs associated with these services are paid directly by the Plans and do not constitute a direct financial obligation of the City of Leesburg. Accordingly, the City does not directly incur or pay fees to the investment advisor for these services. Approval of this Amendment will allow the City to continue providing investment advisory services to Plan participants without a direct cost to the City.

Options:
1. Approve the execution of Amendment No. 6 with Wealthspire Retirement, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
There is no fiscal impact.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 6 TO THE EXISTING CONTRACT WITH WEALTHSPIRE RETIREMENT, LLC (FKA NFP RETIREMENT, INC); 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 Amendment No. 6 with Wealthspire Retirement, LLC, whose address is 120 Vantis, Suite 400, Aliso Viejo, CA 92656 for investment advisor services to the City's employees' 40l(a) Defined Contribution and 457(b) Deferred Compensation plans

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 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Docusign Envelope ID: 1DBBAB4C-48BB-8847-817C-38DAE7C53077

AMENDMENT NO. 6
FOR
INVESTMENT MANAGEMENT SERVICES

THIS AMENDMENT is made as of the 24th day of September 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 ('CITY'), and **WEALTHSPIRE RETIREMENT, LLC.** whose address 120 Vantis, Suite 400 Aliso Viejo, CA 92656 ('Wealthspire Retirement').

THAT, on October 1, 2018, the CITY and NFP Retirement, Inc. entered into an Agreement for NFP Retirement, Inc to provide financial advisory services to the CITY (hereafter referred to as the "Agreement").; and

WHEREAS, on September 23, 2024, the CITY and NFP Retirement, Inc. executed Amendment No. 4 to renew the terms of the original Agreement through September 30, 2026.

WHEREAS, on January 14, 2026, NFP Retirement, Inc. was acquired by Wealthspire Retirement, LLC. and the Agreement between the CITY and NFP Retirement, Inc. was assigned to Wealthspire Retirement, Inc.; and

WHEREAS, the CITY and Wealthspire Retirement, LLC desire to renew the Agreement for an additional two (2) year term beginning October 1, 2026, through September 30, 2028.

NOW, THEREFORE, in consideration of the mutual premises made herein and of the mutual benefits to be derived therefrom, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to renew the Agreement for an additional two (2) year term beginning October 1, 2026, through September 30, 2028.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Wealthspire Retirement, LLC other than as defined above.

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

[Signature page follows.]

Docusign Envelope ID: 1DBBAB4C-48BB-8847-817C-38DAE7C53077

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment, which shall become effective as of the date stated in the preamble of this Amendment.

WEALTHSPIRE RETIREMENT, INC.

By: Signed by: Solomon Stewart
F4107DB90F5D4C8...

Its: SVP, Advisory Services
(Title)

CITY OF LEESBURG, FLORIDA

_____
Allyson E. Berry, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

_____
William Watson, City Attorney

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.5.

Meeting Date: September 14, 2026

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Advanced Roofing, Inc. for the removal and replacement of roofs at Buildings 2212 and 2222 at the Mispah/Simmons Apartment Complex, in an amount not to exceed $61,250.00; and providing an effective date.

Staff Recommendation:
Staff recommends approval of a resolution authorizing the execution of a Construction Services Agreement with Advanced Roofing, Inc. for the removal and replacement of the roofs at the Mispah/Simmons Apartment Complex- Buildings 2212 and 2222. The project will be procured through a piggyback agreement utilizing the School Board of Seminole County, Florida, Contract No. 25260079B-TL.

Analysis:
The Mispah/Simmons apartment complex has several roofs. Two of the existing roofs are significantly deteriorated due to age and prolonged exposure to environmental elements. The condition of the roofs now poses potential risks to the facility's structural integrity and operational continuity. Replacing the roofs is necessary to maintain a safe and functional environment. The cost of these repairs is $61,250.00.

Procurement Analysis:
The existing roofs have significantly deteriorated due to age and prolonged exposure to environmental elements. Their condition poses potential risks to the facilities' structural integrity and operational continuity. Roof replacement is necessary to maintain a safe, functional, and well-maintained environment.

Options:
1. Approve the resolution authorizing execution of the Construction Services Agreement with Advanced Roofing, Inc for an amount not to exceed $61,250.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
These roof replacements were not anticipated in the current budget. The Housing Assistance Fund has

adequate Cash Reserves to replace these roofs. A budget adjustment totaling $61,250.00 will be processed to add the funds to the current budget.

Account No.	013-6255-554-6210
Project No.	130001
WF No.	WF1747830/1
Requisition	58847
Budget	-0-
Available	-0-

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH ADVANCED ROOFING, INC. FOR THE REMOVAL AND REPLACEMENT OF ROOFS AT BUILDINGS 2212 AND 2222 AT THE MISPAH/SIMMONS APARTMENT COMPLEX, IN AN AMOUNT NOT TO EXCEED $61,250.00; 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 Advanced Roofing, Inc., whose address is 200 North Star Court., Sandford, FL, 32771 for Roof Installation, Repair, & Replacement Services at the Mispah/Simmons Apartment Complex.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Management Report

City of Leesburg
City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue, Leesburg, FL

Prepared For

Powered By

ADVANCED ACCESS
ONLINE ROOF MANAGEMENT PORTAL

Advanced Roofing Inc - Orlando
1950 NW 22nd St
Fort Lauderdale FL 33311-2939
P: 407-322-1555 F: 407-322-0010
advancedroofing.com
License: CCC024413 Tax ID 59-2360591

City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue
Leesburg, FL 34748

Site Overview

Total Sections: 2
Total Sq Ft: 7,210

Map	Name	Sq Ft	Est Install	Grade
1	Building 2212	3,785	2010	F
2	Building 2222	3,425	2010	F

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City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue
Leesburg, FL 34748

Observations

Section: Building 2212
Size: 3785
Overall Grade: F

Inspection Date: 07/29/2026
Inspector: Judson Bowling

Overview

Overview

City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue
Leesburg, FL 34748

Summary

Section: Building 2212
Size: 3785
Overall Grade: F

Inspection Date: 07/29/2026
Inspector: Judson Bowling

Condition Summary

Membrane:	F
Flashings:	F
Sheet Metal:	F
Overall:	F

Estimated Replacement: 2026

Overall Grade
A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Recommendations

This roof is in rough shape, the decking is in such poor condition it isn't safe to walk the roof. The decking is buckled throughout and the roof system has many missing tabs, nail-pops, and hip/cap missing.
We recommend replacing the shingles with a 30 year architectural shingle and replacing the decking. The cost below includes full decking replacement but if that amount isn't replaced it will be documented and a credit issued.

Estimated Replacement Costs: $32,150.00

City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue
Leesburg, FL 34748

Summary

Section: Building 2212
Size: 3785
Overall Grade: F

Inspection Date: 07/29/2026
Inspector: Judson Bowling

1 - Building 2212 (3,785 Sq Ft) Grade F

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Full Replacement	3,785 Sq Ft			$32,150.00	
Total		$0.00	$0.00	$32,150.00	$0.00

City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue
Leesburg, FL 34748

Observations

Section: Building 2222
Size: 3425
Overall Grade: F

Inspection Date: 07/29/2026
Inspector: Judson Bowling

Overview

Overview

City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue
Leesburg, FL 34748

Summary

Section: Building 2222
Size: 3425
Overall Grade: F

Inspection Date: 07/29/2026
Inspector: Judson Bowling

Condition Summary

Overall: F

Overall Grade
A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Estimated Replacement: 2026

Recommendations

This building is in similar condition to the 2012 building and the recommendation is the same. We recommend replacing the decking and shingles with new 15/32" minimum rated deck sheathing and a 30 year architectural shingle. The cost below includes all decking and shingles, metal flashings, penetrations etc.. if all decking does not need replaced it will be documented and a credit issued.

Estimated Replacement Costs: $29,100.00

City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue
Leesburg, FL 34748

Summary

Section: Building 2222
Size: 3425
Overall Grade: F

Inspection Date: 07/29/2026
Inspector: Judson Bowling

2 - Building 2222 (3,425 Sq Ft) Grade F

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Full Replacement	3,425 Sq Ft			$29,100.00	
Total		$0.00	$0.00	$29,100.00	$0.00

City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue
Leesburg, FL 34748

Budget Matrix
City of Leesburg - 2212 Mispah Ave
Leesburg, FL
7210 Sq Ft

Overall Grade
A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

		Emergency	Remedial	Replacement	Coating
1 - Building 2212 (3,785 Sq Ft) Grade F					
Projected Replacement: 2026					
Deficiency	**Qty**				
Full Replacement	3,785 Sq Ft			$32,150.00	
Total		$0.00	$0.00	$32,150.00	$0.00
2 - Building 2222 (3,425 Sq Ft) Grade F					
Projected Replacement: 2026					
Deficiency	**Qty**				
Full Replacement	3,425 Sq Ft			$29,100.00	
Total		$0.00	$0.00	$29,100.00	$0.00
		Emergency	**Remedial**	**Replacement**	**Coating**
Budget Totals		**$0.00**	**$0.00**	**$61,250.00**	**$0.00**

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Advanced Roofing Inc - Orlando
1950 NW 22nd St Fort Lauderdale, FL 33311-2939

City of Leesburg
501 West Meadow Street
Leesburg, FL 34748

PROPERTY:
City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue
Leesburg, FL

Deficiency	Qty	Emergency	Remedial
Total		$0.00	$0.00

Deficiency	Qty	Emergency	Remedial
Total		$0.00	$0.00

☐ Emergency	$0.00
☐ Remedial	$0.00

1 - Payment terms: Due upon receipt

Signature: _____ Date: _____ $ _____

Printed Name:_____ PO # _____

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as “Advanced”:

NO GUARANTEE: Advanced guarantees to do its work on time and on budget and in a workmanlike manner. However, no guarantee or warranty is issued against further or future leakage. It is often necessary to make multiple repairs to attempt to stop the roof from leaking, and depending upon the condition of the roof, what is required is beyond the scope of a repair and only a re-roof will provide a lasting fix. Owner agrees that repairs are limited to the scope described in this Contract. Photographs of the job site will be taken before and after the work is completed and the jobsite will be left in a neat and clean condition.

UNFORESEEN CONDITIONS: In the event that unforeseen conditions arise that were not apparent upon visual inspection, Advanced will promptly advise Owner of same and either perform such additional work on a time and material basis, over the price stated in this contract unless otherwise agreed to in writing between the parties.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner’s current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced’s right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. The prevailing party in any litigation, arbitration or mediation relating to this agreement shall be entitled to recover its reasonable attorneys’ fees from the other party for all matters, including, but not limited to appeals. Broward County, Florida, shall be proper venue for any litigation involving this agreement. Interest shall be due on all amounts not paid within 30 days of the date due at eighteen percent per annum from the date payment was due. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this Agreement and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this Agreement in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

OWNER RESPONSIBILITIES: Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes, solar system equipment, HVAC or other property or equipment which interferes with the roof repair work and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Owner shall provide the staging area and cooperate to inform and assist in preventing people, vehicles or equipment from entering that area or any area under construction. Owner shall notify all persons who occupy the property of the work and shall provide them with any instructions provided to Owner from Advanced. This may require certain portions of the building or parking areas to be closed for a limited period which Advanced will use its best efforts to minimize.

LEAKS: Advanced will repair any work performed by it which is defective. Owner agrees that Advanced is not liable

for leaks which occurred before or occur after the work of this contract is performed. The parties agree that the scope of repair is limited and there is no guarantee that it will stop or prevent future leaks.

PRICES QUOTED ARE FOR GALVANIZED flashing, eves drip and gravel stop unless otherwise specified.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

BREACH: In the event Owner terminates or breaches this contract Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system repaired per this Contract, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR
A PARTICULAR PURPOSE. Advanced ‘s exclusive responsibility and liability under this warranty is to repair any additional leaks which result from its own faulty repair work. Advanced shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is it sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate

officer of Advanced.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

Proposal Expiration Date: Aug 18, 2026

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

GUARANTEE: Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed for one year, the premium for which is included in the contract amount. The guarantee covers any defect in workmanship or in materials supplied by Advanced which cause a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornados, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced 's responsibility unless included in the scope of work otherwise described herein. Advanced's total liability under this guarantee shall not exceed the lesser of (a) the cost to return the roof to a watertight condition or (b) the contract amount paid to Advanced pursuant to the terms of this contract. In no event shall Advanced's liability under this contract extend to consequential damages. Claims made under this guarantee shall be made to ARI Insurance, Inc. c/o Advanced Roofing, Inc. Advanced is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

PERMITS: Unless otherwise expressly stated in the body of this contract, Owner acknowledges and agrees that this proposal is based on the assumption that the work stated herein is exempt from permit requirements and, as such, permit costs are excluded from this proposal. In the event a permit is required or becomes necessary, Owner agrees to reimburse Advanced Roofing for the actual cost of the permit, plus any incidental fees including but not limited to the recording of a notice of commencement and re-inspection fees. Owner shall cooperate with Advanced Roofing in the execution of any documentation required for the issuance of a permit. Owner hereby waives and releases Advanced Roofing from and against all claims arising from or relating to the failure to obtain a permit for the work covered by this Agreement.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. Interest shall accrue at eighteen percent per annum on all amounts not paid within 30 days of the date payment was due. All payments made via credit card or debit card are subject to a three percent (3%) processing fee.

UNFORESEEN CONDITIONS: This proposal is limited to the scope of work described and does not include structural issues which may be discovered during the course of the work. In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off; or that the original roof was solidly mopped to the deck; deck replacement; deck securement/fastening; deck minimum gauge or deck conditions requiring repair beyond proposal allowance, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract. It is recommended that a structural engineer inspect the roof deck.

OWNER RESPONSIBILITIES: Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed roof deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced. Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the reroofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

PRE-CONSTRUTION INSPECTION/LEAKS: Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access to all interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections to the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing residents or others from entering that area or any area under construction.

PRICES QUOTED ARE FOR GALVANIZED flashing, eves drip and gravel stop unless otherwise specified.

UPLIFT STANDARDS: All roofing systems will be installed in accordance with both the manufacturer's specifications and building code. Advanced does offer uplift guarantees but unless otherwise specified in this proposal post installation pressures are not guaranteed.

EXISTING PROPERTY OR EQUIPMENT: Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, material shortages, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must remobilize as a result of any action for which the Owner is responsible, or due to weather or other conditions not the responsibility of Advanced, Advanced shall be entitled to an increase of the contract price attributed thereto. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

MATERIAL PRICE CHANGES: Due to extreme volatility in material prices, if, subsequent to the execution of this contract, there is an increase in the price of tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, fasteners, or other materials necessary for the completion of the Work, the Contract Price shall be equitably adjusted to reflect the additional cost. Advanced will provide written documentation reflecting the increased charges. A fuel surcharge may be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.

BREACH: In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

DISPUTES: The prevailing party in any litigation, arbitration or mediation arising out of or relating to this contract shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at both the trial level and on appeal. Broward County, Florida, shall be the sole and exclusive venue for any litigation arising from or relating to this contract. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this contract and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this contract in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced Roofing is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. Advanced Roofing shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counterflashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced Roofing shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced Roofing.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED ROOFING, INC. DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY.

Advanced Roofing's exclusive responsibility and liability under this warranty has been transferred to ARI Insurance, Inc. and, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced Roofing's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced Roofing. (Owner acknowledges that leaks may come from more than one possible source and that Advanced Roofing does not guarantee that it's repair will stop leaks not associated with the area repaired by it.) Advanced Roofing shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is it sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced Roofing will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced Roofing, Inc.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

CONSTRUCTION SERVICES AGREEMENT FOR THE
MISPAH AVENUE BUILDING 1 & 2 ROOF REPLACEMENT

THIS AGREEMENT is made as of the 14th days of September in the year 2026, between **The City of Leesburg**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **Advanced Roofing, Inc.,** whose address is 200 North Star Court, Sanford, FL 32771(hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. The School Board of Seminole County, FL Contract 25260079B-TL, Roof Inspection, Installation, Maintenance, Repair, and Replacement Services; and
   c. CONTRACTOR response to Quotation included as Exhibit 'A'; and
   d. All addendums; and
   e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services**. The CONTRACTOR shall furnish the following services generally described as the **"Mispah Avenue Building 1 & 2 Roof Replacement"** to the CITY as listed in Exhibit 'A'. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$61,250.00.** The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. **Contingency Usage.** The CONTRACTOR shall not access, obligate, or expend any Contingency funds without the CITY's prior written authorization, which may be granted or withheld at the CITY's sole discretion. As a condition precedent to reimbursement or approval of such expenditures, the CONTRACTOR shall maintain and submit to the CITY a complete and accurate log of all Contingency fund usage, together with full supporting documentation, including but not limited to receipts, contracts, invoices, and written communications, sufficient to verify, itemize, and justify each expenditure. Failure to comply with these requirements shall constitute a material breach of this Agreement and may result in denial of reimbursement and any other remedies available to the CITY.

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

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

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

8. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY-ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **SEVEN (7)** continuous calendar days for Building 1 (2212) and **SEVEN (7)** continuous calendar day for Building 2 (2222) after the CITY issues the Notice to Proceed. The CONTRACTOR shall achieve Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

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

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

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

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

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

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

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

12. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such Show Cause Notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to

either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

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

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

nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

14. **Insurance Requirements.**

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

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

ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.

iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.

v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.

vi. All liability insurance, except professional liability, shall be written on an occurrence basis.

vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Procurement Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.

iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
   i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

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

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

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

16. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement;

or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to CONTRACTOR:
Advanced Roofing, Inc.
Jason Carruth
200 North Star Court
Sanford, FL 32770
407-509-4190
JasonC@advancedroofing.com

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

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

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

32. **Approval of Personnel**. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the

person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

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

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

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

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

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

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

37. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR

shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

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

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

[*Signature page follows.*]

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

ADVANCED ROOFING, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

_____
Allyson E. Berry, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

_____
William Watson, City Attorney

Exhibit 'A'

City of Leesburg - 2212 Mispah Ave
2212 Mispah Avenue
Leesburg, FL 34748

Budget Matrix
City of Leesburg - 2212 Mispah Ave
Leesburg, FL
7210 Sq Ft

Overall Grade
A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

		Emergency	Remedial	Replacement	Coating
1 - Building 2212 (3,785 Sq Ft) Grade F					
Projected Replacement: 2026					
Deficiency	**Qty**				
Full Replacement	3,785 Sq Ft			$32,150.00	
Total		$0.00	$0.00	$32,150.00	$0.00
2 - Building 2222 (3,425 Sq Ft) Grade F					
Projected Replacement: 2026					
Deficiency	**Qty**				
Full Replacement	3,425 Sq Ft			$29,100.00	
Total		$0.00	$0.00	$29,100.00	$0.00
		Emergency	**Remedial**	**Replacement**	**Coating**
Budget Totals		**$0.00**	**$0.00**	**$61,250.00**	**$0.00**

Exhibit 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK

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

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

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

3. TESTS

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

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

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

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

12. PROJECT COORDINATION

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

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

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

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

13. COORDINATION WITH UTILITY COMPANIES

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

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

14. SUPERVISION

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

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

15. CONSTRUCTION SUPERINTENDENT

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

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

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

17. SUBCONTRACTS

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

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

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

18. PRE-CONSTRUCTION MEETING

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

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

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

19. ORDER OF COMPLETION

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

20. MATERIALS AND EQUIPMENT SCHEDULES

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

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

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

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

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

iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.

b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
   i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
   ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
   iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.

c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
   i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
   ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.

d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
   i. Approval of submittals
   ii. Approval of substitutions
   iii. Changes that entail change in Contract Time and Contract Sum
   iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications

e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.

f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.

g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

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

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

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

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

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

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

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

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

23. CHANGES IN THE WORK

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

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

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

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

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

24. DETAIL DRAWINGS AND INSTRUCTIONS

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

25. OWNERSHIP OF DRAWINGS

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

26. SURVEYS, PERMITS AND REGULATIONS

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

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

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

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

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

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

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

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

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

27. ROYALTIES AND PATENTS

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

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

28. PROTECTION OF WORK AND PROPERTY

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

29. DEDUCTIONS FOR UNCORRECTED WORK

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

30. DELAYS AND EXTENSION OF TIME

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

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

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

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

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

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

32. THE CITY'S RIGHT TO DO WORK

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

33. SUSPENSION OF WORK

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

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

34. REMOVAL OF EQUIPMENT

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

35. USE OF COMPLETED PORTIONS

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

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

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

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

36. PROMPT PAYMENT

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

37. APPLICATION FOR PAYMENT

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

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

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

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

38. PAYMENTS WITHHELD

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

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

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

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

39. FINAL PAYMENT APPLICATION

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

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

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

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

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

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

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

40. CONTRACTOR'S CONTINUING OBLIGATION

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

41. DAMAGES

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

42. EQUIPMENT STARTUP

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

43. COMPLETION OF WORK

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

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

44. ACCEPTANCE OF FINISHED WORK

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

45. FINAL CLEAN UP

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

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

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

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

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

46. TREES

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

47. GUARANTY

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

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

48. INDEMNITY

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

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

49. ASSIGNMENT

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

50. RIGHTS OF VARIOUS INTERESTS

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

51. SEPARATE CONTRACTS

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

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

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

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

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

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

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

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

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

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

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

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

60. SAFETY AND PRECAUTION

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

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

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

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

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

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

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

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

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

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

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

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

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

63. **PHYSICAL CONDITIONS**

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

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

65. SUBSTANTIAL COMPLETION

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

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

68. **ARBITRATION**

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.1.
Meeting Date:	September 14, 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 Meritage Homes of Florida, Inc.; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution accepting a Utility Easement from Meritage Homes of Florida, Inc.

Analysis:
Meritage Homes of Florida, Inc.is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document.

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 MERITAGE HOMES OF FLORIDA, INC.; 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 Meritage Homes of Florida, Inc. 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 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted this 4th day of August, 2026 by **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, whose mailing address is 18655 North Claret Drive, Suite 400, Scottsdale, AZ 85255 ("**GRANTOR**,") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (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:

Signature
Sergio Chong SoSa
Printed Name
5337 Millenia Lakes, Blvd. Orlando, FL
Address

Signature
CLAUDIO TORRES
Printed Name
5337 Millenia Lakes Blvd. Orlando, FL
Address

GRANTOR:

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation

By: Lee Susewitt

Its: Vice President of Land Development

STATE OF Florida
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [_] online notarization this 4 day of AUGUST, 2026, by LEE SUSEWITT as VP OF LAND DEVELOPMENT of MERITAGE HOMES OF FLORIDA, INC , a Florida corporation, on behalf of the corporation, who is [✓] personally known to me or [_] who produced the following identification:

Notary Public Signature
SEBASTIAN VELASCO
Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

Notary Public State of Florida
Sebastian Velasco
My Commission HH 600618
Expires 10/6/2028

Exhibit "A"

LEGAL DESCRIPTION

NOT A SURVEY

A 25.00 FOOT WIDE STRIP OF LAND LYING IN A PORTION OF LOT 11 AND 12, MANOR OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 89, PAGES 26 THROUGH 31, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE RUN NORTH 59°23'09" WEST ALONG THE NORTHERLY LINE OF SAID LOT 12 FOR A DISTANCE OF 47.50 FEET TO THE **POINT OF BEGINNING;** THENCE DEPARTING SAID NORTHERLY LINE RUN SOUTH 30°36'51" WEST FOR A DISTANCE OF 120.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 12 AND THE NORTHERLY RIGHT OF WAY LINE OF AZALEA OAK CIRCLE, ACCORDING TO SAID MANOR OAKS; THENCE RUN NORTH 59°23'09" WEST ALONG THE SOUTHERLY LINE OF SAID LOTS 11 AND 12 AND SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE AND NORTHERLY RIGHT OF WAY LINE NORTH 30°36'51" EAST FOR A DISTANCE OF 120.00 FEET TO THE NORTHERLY LINE OF SAID LOT 11; THENCE RUN SOUTH 59°23'09" EAST ALONG THE NORTHERLY LINE OF LOTS 11 AND 12 FOR A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 3,000 SQUARE FEET, 0.069 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

ALLEN & COMPANY
Founded in 1988

SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
340 E CROWN POINT ROAD
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#8627

SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING BASED ON THE NORTHERLY LINE OF LOT 12, MANOR OAKS, PLAT BOOK 89, PAGES 26 THROUGH 31 AS BEING NORTH 59°23'09" WEST.
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS WEBSITE.
6. THIS EASEMENT SHALL BE DEDICATED TO AND MAINTAINED BY THE CITY OF LEESBURG, FLORIDA.

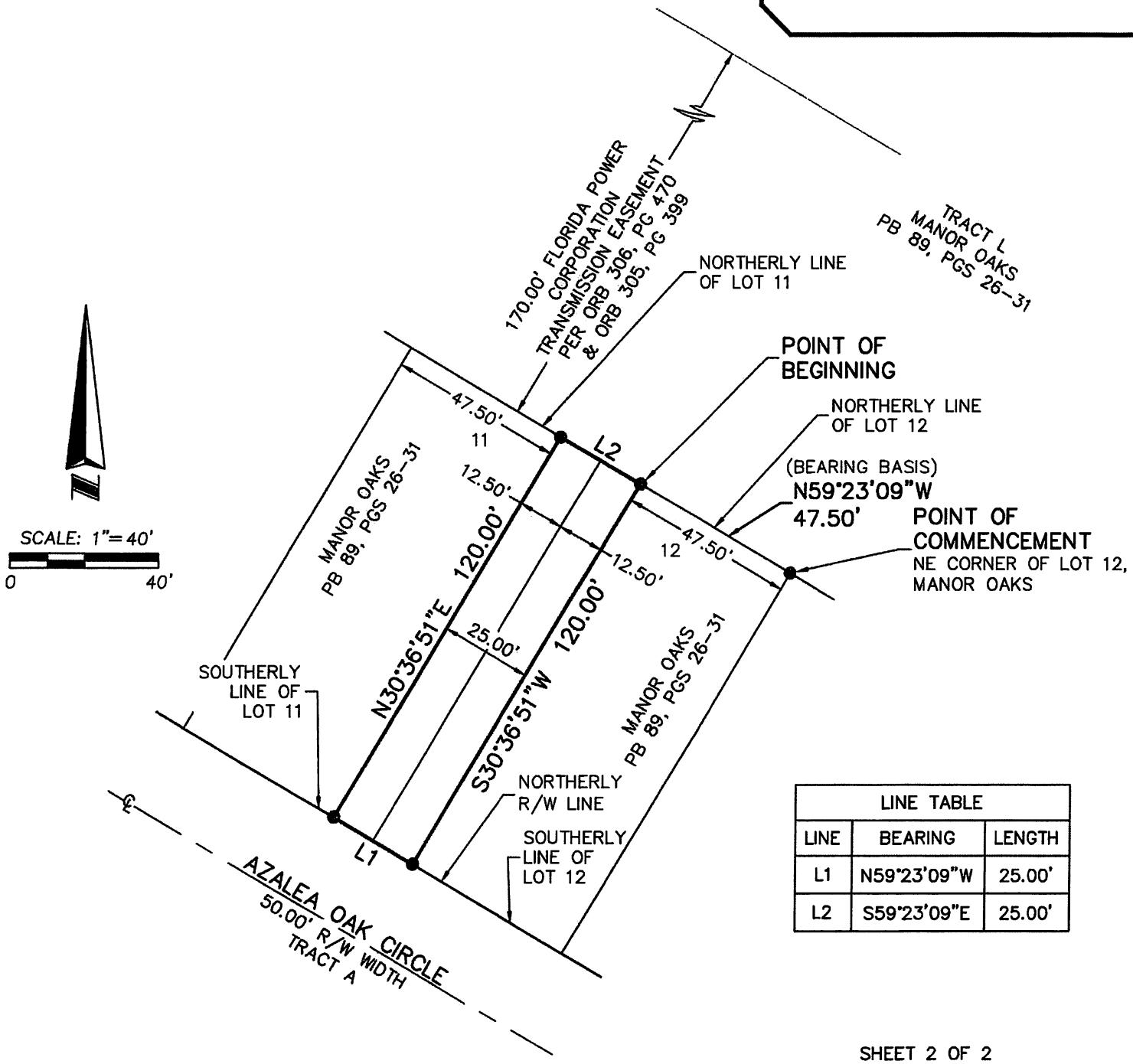
JOB #:	20230252	CALC BY:	KS
DATE:	7/28/2026	DRAWN BY:	KS
SCALE:	N/A	CHECKED BY:	BH

FOR THE LICENSED BUSINESS #8627 BY:
Digitally signed by: James L Rickman
Date: 2026.07.29 09:5[illegible] 10 -04'00'
JAMES L. RICKMAN, PSM #5633

Drawing name: L:\Data\20230252\Sketches\20230252 Manor Oaks Lots 10 & 11 WM Esmt 1

SKETCH OF DESCRIPTION

NOT A SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°23'09"W	25.00'
L2	S59°23'09"E	25.00'

SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION

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Founded in 1988

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GEOSPATIAL SERVICES
www.allen-company.com
340 E CROWN POINT ROAD
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#8627

SYMBOL AND ABBREVIATION LEGEND:

●	CHANGE IN DIRECTION	PG(S)	PAGE(S)
LB	LICENSED BUSINESS	R/W	RIGHT OF WAY
PSM	PROFESSIONAL SURVEYOR AND MAPPER	℄	CENTERLINE
ORB	OFFICIAL RECORDS BOOK		
PB	PLAT BOOK		

JOB #:	20230252	CALC BY:	KS
DATE:	7/28/2026	DRAWN BY:	KS
SCALE:	1" = 40'	CHECKED BY:	BH

Drawing name: L:\Data\20230252\Sketches\20230252 Manor Oaks Lots 10 & 11 WM Esmt 2

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: September 14, 2026

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Utility Easement affecting the property described therein from Meritage Homes of Florida, Inc.; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution accepting a Temporary Utility Easement from Meritage Homes of Florida, Inc.

Analysis:
Meritage Homes of Florida, Inc.is granting a Temporary Utility Easement to the City of Leesburg, Florida on the property described in the document.

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 TEMPORARY UTILITY EASEMENT AFFECTING THE PROPERTY DESCRIBED THEREIN FROM MERITAGE HOMES OF FLORIDA, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Temporary Utility Easement granted to the City of Leesburg by Meritage Homes of Florida, Inc. 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 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

TEMPORARY UTILITY EASEMENT

THIS TEMPORARY UTILITY EASEMENT ("Easement") is hereby granted this 5th day of August, 2026 by **MERITAGE HOMES OF FLORIDA, INC.**, whose mailing address is 18655 North Claret Drive, Suite 400, Scottsdale, AZ 85255 ("**GRANTOR**,") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns, a temporary non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, replacement, disconnection, abandonment, and removal of the temporary wastewater force main and related facilities (the "Facilities"), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "Easement Area" to wit:

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

The easement rights specifically include: (a) the right of ingress and egress during the term of this Easement 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 prior to the termination of this Easement.

This Easement shall automatically terminate upon the completion and availability for service of the permanent force main located on the opposite side of the property and the disconnection and abandonment or removal of the Facilities located within the Easement Area. **GRANTOR** shall be responsible for all costs associated with the disconnection, abandonment or removal of the Facilities and the preparation and recording of the release or termination of this Easement. Upon termination, **GRANTEE** shall execute and record an appropriate release or termination of this Easement in the Public Records of Lake County, Florida.

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 during its term. During the term of this Easement, the rights, privileges, and burden granted herein shall be a covenant running with the land, and the rights and duties shall descend to the parties' successors and assigns until this Easement terminates as provided herein. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

Signature

Charlie Rerucha
Printed Name
5337 Millenia Lakes Blvd, Orlando, FL
Address

Signature

Sergio Chong SoSa
Printed Name
5337 Millenia Lakes BLVD Orlando, FL
Address

GRANTOR:

MERITAGE HOMES OF FLORIDA, INC., a Florida Corporation

BY: Lee Susewitt
ITS: Vice President of Land Development

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 5 day of August, 2026, by Lee Susewitt as Manager of **MERITAGE HOMES OF FLORIDA, INC.**, on behalf of the company, who is [✓] personally known to me or [ ] who produced the following identification:

Notary Public Signature

My Commission Number: HH600618
My Expiration Date: 10/06/2028

(seal)

Notary Public State of Florida
Sebastian Velasco
My Commission HH 600618
Expires 10/6/2028

Exhibit "A"

LEGAL DESCRIPTION

NOT A SURVEY

A 20.00 FOOT WIDE STRIP OF LAND LYING IN LOT 8, MANOR OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 89, PAGES 26 THROUGH 31, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 8, THENCE RUN NORTH 59°23'09" WEST ALONG THE NORTHERLY LINE OF SAID LOT 8 FOR A DISTANCE OF 12.48 FEET TO THE **POINT OF BEGINNING;** THENCE DEPARTING SAID NORTHERLY LINE RUN SOUTH 30°36'51" WEST FOR A DISTANCE OF 120.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 8 AND THE NORTHERLY RIGHT OF WAY LINE OF AZALEA OAK CIRCLE, ACCORDING TO SAID MANOR OAKS; THENCE RUN NORTH 59°23'09" WEST ALONG SAID SOUTHERLY LINE AND SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE AND SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 30°36'51" EAST FOR A DISTANCE OF 120.00 FEET TO THE NORTHERLY LINE OF SAID LOT 8; THENCE RUN SOUTH 59°23'09" EAST ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 2,400 SQUARE FEET, 0.055 ACRES, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

ALLEN & COMPANY
Founded in 1988

SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
340 E CROWN POINT ROAD
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#8627

SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING BASED ON THE NORTHERLY LINE OF LOT 8, MANOR OAKS, PLAT BOOK 89, PAGES 26 THROUGH 31 AS BEING NORTH 59°23'09" WEST.
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS WEBSITE.
6. THIS EASEMENT SHALL BE DEDICATED TO AND MAINTAINED BY THE CITY OF LEESBURG, FLORIDA.

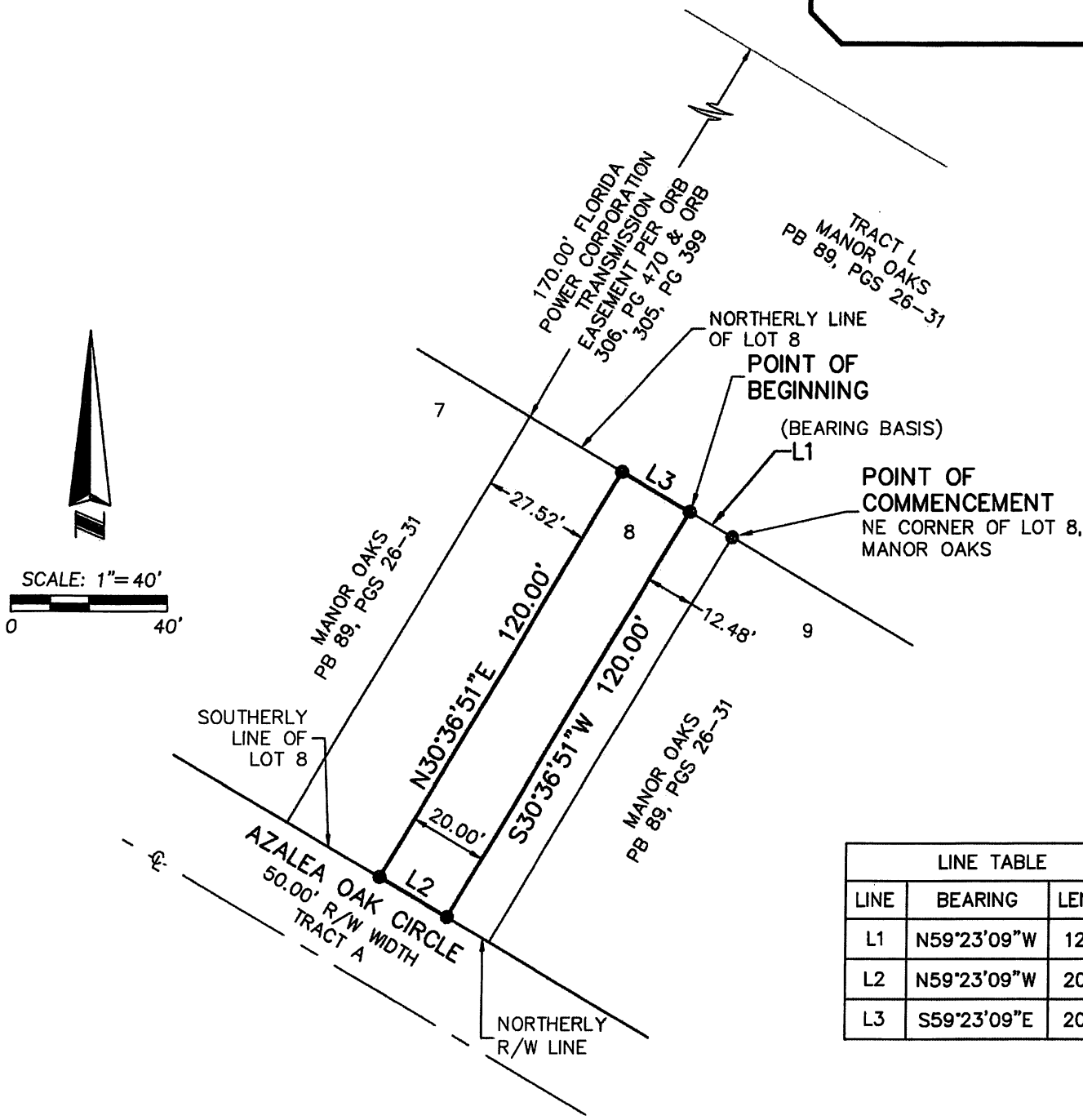
JOB #:	20230252	CALC BY:	KS
DATE:	7/28/2026	DRAWN BY:	KS
SCALE:	N/A	CHECKED BY:	BH

FOR THE LICENSED BUSINESS #8627 BY:
Digitally signed by: James L Rickman
Date: 2026.07.29 09:51:39 -04'00'
JAMES L. RICKMAN, PSM #5633

Drawing name: L:\Data\20230252\Sketches\20230252 Manor Oaks Lot 8 FM Esmt

SKETCH OF DESCRIPTION

NOT A SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°23'09"W	12.48'
L2	N59°23'09"W	20.00'
L3	S59°23'09"E	20.00'

SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION

ALLEN & COMPANY
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WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#8627

SYMBOL AND ABBREVIATION LEGEND:

●	CHANGE IN DIRECTION
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR AND MAPPER
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
R/W	RIGHT OF WAY
℄	CENTERLINE

JOB #:	20230252	CALC BY:	KS
DATE:	7/28/2026	DRAWN BY:	KS
SCALE:	1" = 40'	CHECKED BY:	BH

Drawing name: L:\Data\20230252\Sketches\20230252 Manor Oaks Lot 8 FM Esmt 2

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: September 14, 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 MST Real Properties LLC; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution accepting a Utility Easement from MST Real Properties, LLC.

Analysis:
MST Real Properties, LLC is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document.

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 MST REAL PROPERTIES LLC; 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 MST Real Properties, LLC 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 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted this 12 day of August, 2026 by **MST REAL PROPERTIES LLC**, a Florida Limited Liability Company, whose mailing address is 1891 Lakeshore Drive, Mount Dora, Florida 32757 ("**GRANTOR,**") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (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:

Signature

Matthew Howder
Printed Name

10415 US Hwy 441
Address Leesburg, FL 34788

Signature

Shannon Frantz
Printed Name

10415 US Hwy 441
Address
Leesburg, FL 34788

GRANTOR:

MST REAL PROPERTIES, LLC
a Florida Limited Liability Company

Talwar

By: Sunil Talwar

Its: Manager

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 12 day of August, 2026, by Sunil Talwar as Manager of **MST REAL PROPERTIES LLC**, a Florida limited liability company, on behalf of the company, who is [✓] personally known to me or [ ] who produced the following identification:

Notary Public Signature

Michelle Miller
Notary Public Name

My Commission Number: HH348414
My Expiration Date: 01/10/2027

(seal)

MICHELLE MILLER
Notary Public, State of Florida
Commission# HH 348414
My comm. expires Jan. 10, 2027

Exhibit "A"

SKETCH OF DESCRIPTION

DESCRIPTION:

THE WEST 7.50 FEET OF THE EAST 27.50 FEET AND THE EAST 7.50 FEET OF THE EAST 20.00 FEET OF LOT 17, 14TH STREET SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 81, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE 5J-17.062. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.

4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF BRYANT ST AS BEING S89°57'50"W (PER PLAT).

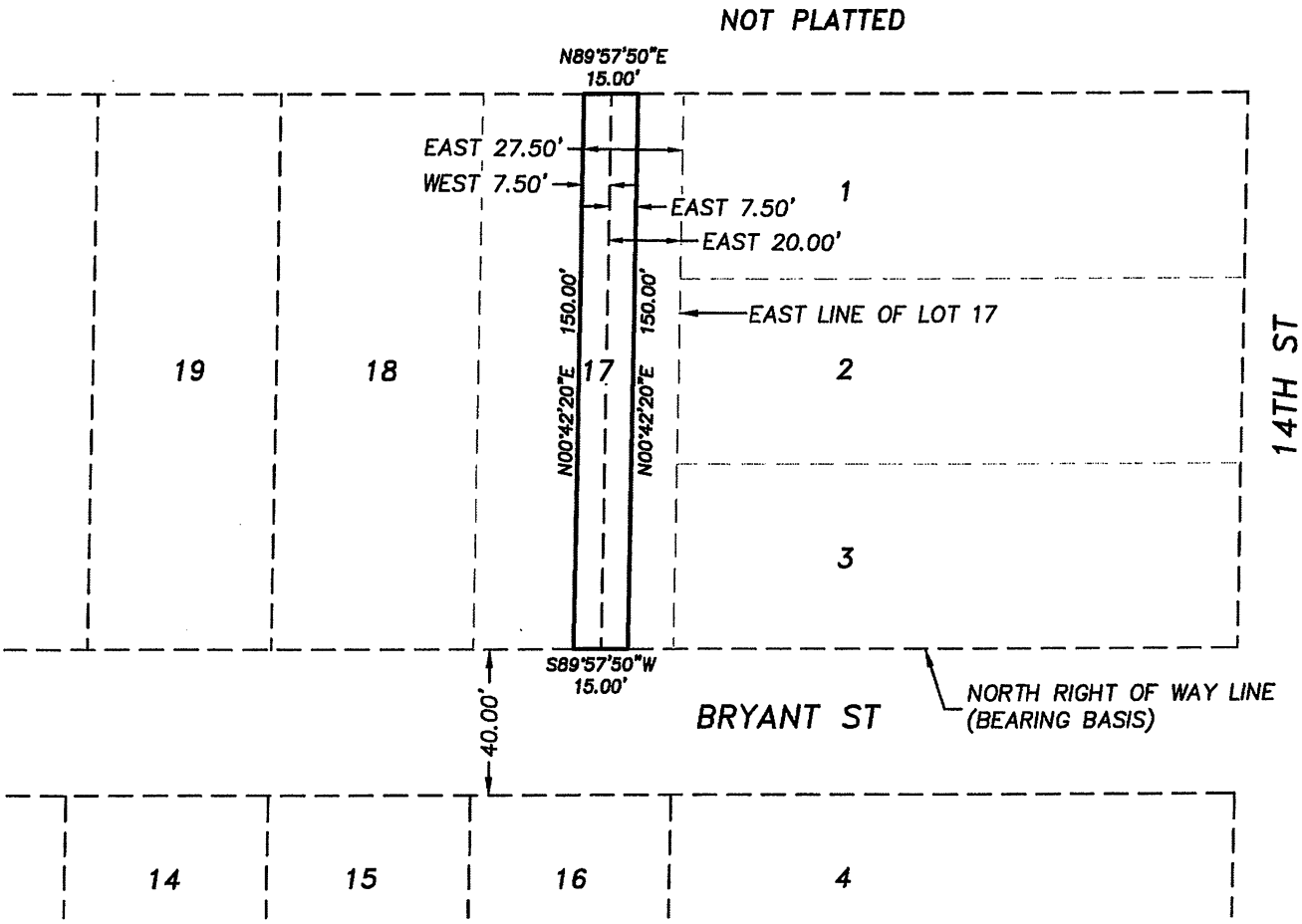
5. THIS IS NOT A BOUNDARY SURVEY.

6. THIS SKETCH WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.052 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

SCALE 1"=50'

LEGEND/ABBREVIATIONS:

LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER



JOB NUMBER: 26091.000	
SURVEY DATE:	7/21/2026
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A
DRAWING FILE:	2609.DWG

ARON D. BISHMAN License Number 5668 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Aron D Bishman
Date: 2026.07.23 13:48:17 -04'00'

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

BISHMAN Surveying & Mapping, Inc.
CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407.905.8877

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: September 14, 2026

From: Paul Austin, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, facilities and programs in the City of Leesburg, Florida; imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year Beginning October 1, 2026; approving the rate of assessment; approving the assessment roll; and providing for an effective date.

Staff Recommendation:
Approve the attached resolution establishing the Annual Fire Assessment Fees for FY 26-27.

Analysis:
On June 8, 2026, the City Commission adopted the preliminary Fire Assessment resolution. This resolution adopts the final fire assessment rates for fiscal year beginning October 1, 2026. The residential rate has increased $6.00 or 3% from the prior fiscal year. The estimated amount to be collected in Fiscal Year 2026-27 is $4,698,000 before any buy downs (i.e. Church properties). Below is the Fire Protection Rate Schedule:

Residential Property Use

Categories	Rate Per Dwelling Unit
Residential	$176.00

Non-Residential Property Use

Categories	Rate Per Square Foot
Commercial	$0.09
Industrial/Warehouse	$0.05
Institutional	$0.30
Church	$0.06

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:
a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
b. Mobile Home Park and Residential Vehicle Park properties, in accordance with an occupancy formula

specified in the Ordinance; and
c. Wholly tax-exempt Church property used primarily for religious purposes

Those seeking an exemption under categories (a) and (b) above must file an annual written application on the form provided by the City, with such information as is required by the Ordinance, no later than May 1 of each year. Failure to file an application by the deadline shall be a complete waiver of the exemption of that Fiscal Year. Any new churches seeking an exemption under category (c) above must file a written application that first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. City administrators shall apply eligibility for an exemption based on the information provided by the applicant.

Both the fire protection service non-ad valorem assessment and the ad valorem taxes will be collected on the ad valorem bill mailed each November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Procurement Analysis:
N/A

Options:
1. Approve the attached resolution establishing the final Fire Assessment rates for FY 26-27; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
This resolution will generate up to approximately $4,256,000 in Fire Assessment revenue.
Account No. 001-0000-325-2100 & 2200

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LEESBURG, FLORIDA; IMPOSING FIRE PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission of Leesburg, Florida (the "City Commission"), has enacted Ordinance No. 2015-10 (the "Ordinance"), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Properly located within the City;

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property;

WHEREAS, the City Commission desires to implement a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2026:

WHEREAS, on April 13, 2015, the City Commission adopted the Initial Assessment Resolution No. 9580;

WHEREAS, on June 22, 2015, the City Commission adopted the Final Assessment Resolution No. 9618;

WHEREAS, the City Commission on June 8, 2020, adopted an Amended and Restated Initial Assessment Resolution, Resolution No. 10,660 amending and restating Resolution No. 9580;

WHEREAS, the City Commission, on June 8, 2026, adopted Resolution No. 12,239, (the "Preliminary Assessment Resolution");

WHEREAS, the Preliminary Assessment Resolution contains and references a brief and general description of the fire protection services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2026, the Ordinance requires the City Commission to adopt an Annual Assessment Resolution which established the rates of assessment and approves the Assessment Roll for the upcoming Fiscal Year, after hearing comments and objections of all interested parties;

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance:

WHEREAS, notice of a public hearing has been published and mailed, as required by the terms of the Ordinance, which provide notice to all interested persons of an opportunity to be heard: an affidavit regarding the form of notice mailed being attached hereto as Appendix A and proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was scheduled for, and held on, September 14, 2026, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. **AUTHORITY.** This resolution is adopted pursuant to Ordinance No. 2015-10,1 Resolution 10,660; Article VIII, Section 2. Florida Constitution; Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATIONS**. This Resolution constitutes the Annual Assessment Resolution as defined in Ordinance No. 2015-10. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Preliminary Assessment Resolution.

SECTION 3. **IMPOSITION OF FIRE PROTECTION ASSESSMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specifically benefited by the provision of the fire protection services, facilities, and programs, described or referenced in the Preliminary Assessment Resolution, in the amount of the Fire protection Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above-referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specifically benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the preliminary Assessment Resolution. Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations, and findings as set forth in the Ordinances, the Preliminary Assessment Resolution, and this Amended and Restated Final Assessment Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Assessment Resolution,

(B) The method for computing Fire Protection Assessments described and referenced in the Preliminary Assessment Resolution is hereby approved. The Parcel Apportionment methodology described in Appendix E and adopted as Section 9 of the Preliminary Assessment Resolution are hereby approved.

(C) For the Fiscal Year beginning October 1, 2026, the estimated Fire Protection Assessed Cost to be assessed is estimated to be $4,698,000.00. The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2026, and hereby established as follows:

Residential Property Use

Categories	Rate Per Dwelling Unit
Residential	$176.00

Non-Residential Property Use

Categories	Rate Per Square Foot
Commercial	$0.09
Industrial/Warehouse	$0.05
Institutional	$0.30
Church	$0.06

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2026.

(E) Exemptions shall be afforded certain classifications of property as provided in Section 10-45 of the Ordinance. All property not specifically exempted, in whole or in part, shall be liable for payment of Fire Protection Assessments.

(F) As authorized in Section 10-46 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of an Annual Assessment Resolution, based upon the rates of assessment approved herein.

(G) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law, or authorized by Section 10-45 of the Ordinance, shall be supplemented by any legally available funds or combinations of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(H) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens. titles and claims, until paid.

(l) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in Ordinance 2015-10, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non- Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 4. **CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION**. The Preliminary Assessment Resolution is hereby ratified and confirmed.

SECTION 5. **EFFECT OF ADOPTION OF RESOLUTION**. The adoption of an Annual Assessment Resolution shall constitute final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment as assessment, the rate of assessment, the Assessment Roll and the levy and lien
of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the adopted Annual Assessment Resolution.

SECTION 6. **SEVERABILITY**. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 7. **EFFECTIVE DATE**. This Resolution shall take effect immediately upon its passage and adoption in accordance with law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

APPENDIX A

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Al Minner who, after being duly sworn, deposes and says:

1. Al Minner as City Manager of the City of Leesburg, Florida ("City"), pursuant to the authority and direction received from the City Commission, timely directed the preparation of the Assessment Roll and the preparation and mailing of notices in accordance with Ordinance 2015-10 (the "Ordinance") and in conformance with the Preliminary Assessment Resolution adopted by the City Commission on June 8, 2026 (the "Preliminary Assessment Resolution").

2. In accordance with the Ordinance, Accenture timely provided all necessary information for notification of the Fire Assessment to the Property Appraiser of Lake County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. On August 21, 2026, the Lake County Property Appraiser caused to be mailed, by first class mail, the fire services assessment notices as part of the TRIM notices to each affected property owner at the addresses then shown on the real property assessment tax roll database maintained by the Lake County Property Appraiser. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

FURTHER AFFIANTS SAYETH NOT.

Affiant

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 26th day of August, 2026 by Al Minner, City Manager, City of Leesburg, Florida, by means of X physical presence or ____ on-line notarization. He is personally known to me or has produced _____ as identification and did take an oath.

PAMELA S. HESTER
MY COMMISSION # HH 760628
EXPIRES: May 26, 2030

Pamela S. Hester
Notary Public, State of Florida at Large

Pamela S. Hester
Printed Name

My Commission Expires: May 26, 2030

Commission No. HH760628

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Andi Purvis
City of Leesburg - City Hall
501 W Meadow ST
Leesburg FL 34748-5153

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Daily Commercial, published in Lake County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Lake County, Florida, or in a newspaper by print in the issues of, on:

LEE Daily Commercial 08/21/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/21/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-28

My commission expires

Publication Cost:	$337.40	
Tax Amount:	$0.00	
Payment Cost:	$337.40	
Order No:	12541601	# of Copies:
Customer No:	526639	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Leesburg will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the municipal boundaries of the City of Leesburg.

The hearing will be held at 5:30 p.m. on September 14, 2026 at Leesburg City Hall, 501 W. Meadow St., Leesburg, Florida, 34748 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Mrs. J. Andi Purvis, City Clerk, at (352) 728 – 9786, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment rate schedule:

Residential Property Use Categories	**Rate per Dwelling Unit**
Residential	$176.00
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$0.09
Industrial/Warehouse	$0.05
Institutional	$0.30
Church	$0.06

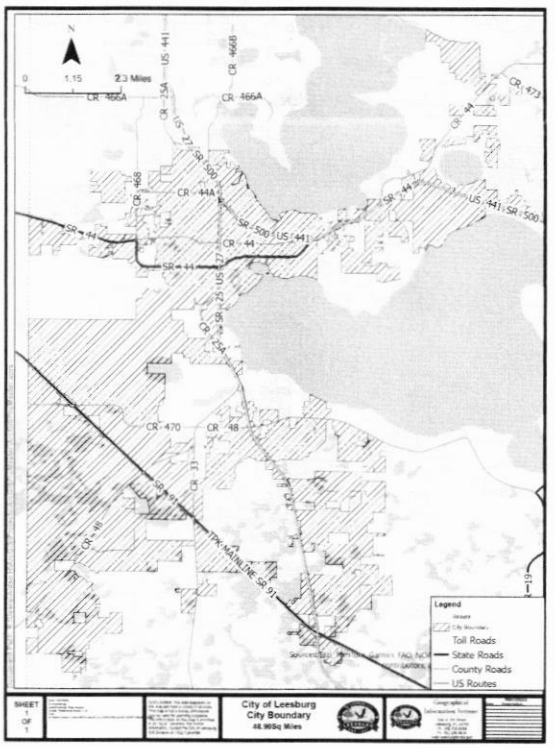
The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
b. Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance.
c. Wholly tax-exempt Church property used primarily for religious purposes.
d. Exemptions are available only to property owners who timely filed a written application for exemption or who are otherwise entitled to an exemption under the Fire Protection Assessment Ordinance. Failure to file an application by the deadline shall be a complete waiver of the exemption for fiscal year 2026 – 2027. Those seeking an exemption under category (c) above must file the referenced application in the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. The City Administrator determines eligibility for an exemption based on the information provided by the applicant.

Copies of the Fire Protection Assessment Ordinance, the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the City Clerks Office, City Hall, located at 501 West Meadow Street, Leesburg, Florida 34748.

The fire protection service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November, 2026. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (352) 728-9783, Monday through Friday between 9:00 a.m. and 4:30 p.m.



CITY COMMISSION
CITY OF LEESBURG, FLORIDA

LEE4483381

APPENDIX C

CERTIFICATE

TO

NON-AD VALOREM ASSESSMENT ROLLS

I HEREBY CERTIFY that, I am the City Manager of the City of Leesburg, Florida (the "City"); as such I have satisfied myself that all property included or includable on the City of Leesburg Non-Ad Valorem Assessment Roll for fire protection in properly assessed so far as I have been able to ascertain; and that all required extensions on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Lake County Tax Collector by September 15,2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lake County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this 26TH day of AUGUST, 2026.

THE CITY OF LEESBURG, FLORIDA

BY: _____

Al Minner, City Manager

[to be delivered to Tax Collector prior to September 15]

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: September 14, 2026

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and KB Home Orlando, LLC., regarding electric service to a development known as Silver Lake Estates Phase 2A; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the resolution to execute an electric service agreement between the City of Leesburg and KB Home Orlando, LLC.

Analysis:
The City of Leesburg will provide electric service to KB Home Orlando, LLC for the development known as Silver Lake Estates Phase 2A. The development will consist of 101 metered units; there are no developer's costs for Make-Ready work nor line extension required. The City will receive a check from KB Home Orlando, LLC for the amount of $13,606.00 in CIAC funds within 14 days of the approval of this Agreement and a bond in the amount of $441,370.00 which will be credited within 4 years from the date of the agreement on a per-unit basis as the homes are built.

The Owner has requested the installation of 15 streetlights and associated fixtures, as part of the City's Rental Light Program and paid for by the Homeowners' Association (HOA). The HOA will be invoiced $671.25 per month for the capital costs, energy and O&M.

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 AN ELECTRIC SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND KB HOME ORLANDO, LLC., REGARDING ELECTRIC SERVICE TO A DEVELOPMENT KNOWN AS SILVER LAKE ESTATES PHASE 2A; 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 KB Home Orlando, LLC, whose address is 9102 Southpark Center Loop, Suite 100, Orlando, FL 32819, regarding electric service for the development known as Silver Lake Estates Phase 2A.

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 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

ELECTRIC SERVICE AGREEMENT

THIS ELECTRICAL SERVICE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, ("City"), and KB Home Orlando, LLC (and its assigns) , a Delaware limited liability company ("Owner") sometimes collectively referred to as "Party" of "Parties" located at 9102 Southpark Center Loop, Suite 100, Orlando, FL 32819

WITNESSETH:

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

See **Exhibit "A"** attached hereto

Parcel Identification Number(s):

1494214 & 3958657

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City of Leesburg, Florida, for "Silver Lake Estates Phase 2A" (the "Development"); and

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

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

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

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply and install electric distribution lines, which shall include the installation of the primary and secondary facilities,

including transformers needed to serve the Development. A map of the Development is attached hereto as **Exhibit "B"** and by reference is made a part hereof.

2. The Development will have 101 residential lots. There will be a total of 101 electric meters in the Project.
3. Underground Residential Distribution system-The City has created an estimate for an underground distribution design with the Owner's contractors installing the conduit per City requirements. The estimated cost is $441,370.00 The Owner will be installing the conduit, secondary boxes, and transformer pads per the City requirements and material provided by the City. The City has created an estimate for overhead electric distribution construction. The estimated overhead (OH) cost is **$472,781.00** The Owner is obligated to pay the cost difference between the underground electric distribution design and the overhead electric distribution design, if any. With this project, the overhead cost exceeds the cost of underground.
4. Line Extension- This Project does not require a line extension.
5. Estimated Project Revenues-The City has estimated the 4-year projected revenue for this development to be **$427,764.00** The total cost of the project (estimated Cost to Build plus the Line Extension costs) is $441,370.00. The Owner will owe $13,606.
6. "Make Ready Work"-This Project does not require "Make Ready Work".
7. The Owner has requested the installation of rental lights, that will be paid for by the Homeowners' Association for the Development ("HOA") on a monthly basis based on the current rental light rates. These rates are subject to change per City Policy. The City has provided a light design based on fixtures available from the City. This Project does not require additional conduit installation for lights.
8. The Owner shall provide the City with a check in the amount of the following:
    a. The cost difference between Overhead and Underground Distribution. **$ 0.00**
    b. The estimated 4 year revenue shortage (OH Costs Plus Line Extension minus revenue). **$ 13,606.00**
    c. The Estimated cost of the Make Ready Work. **$ 0.00**
    d. The Estimated cost of light conduit installation. **$ 0.00**
    e. **Total amount CIAC due.** **$ 13,606.00**

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

9. The City has estimated the pricing described herein to the best of its ability. If the cost to install the underground distribution, Make Ready Work or line extension exceeds the estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the Owner will be responsible for the difference in the actual cost and the estimated costs. Likewise, if the actual costs are less than estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the City will reimburse the Owner. This adjustment will take place within ninety (90) days of the Project being completed by the City. Notifications will be sent to the Owner.
10. The Owner will provide a bond in the amount of **$441,370**, the **reimbursable** cost of the distribution design made out to the City of Leesburg within 14 days of approval of this Agreement by the City Commission. The Owner will be credited at a rate of **$4,370** per meter,

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

11. The Owner has four (4) years from the date of this signed Agreement in which to complete the build-out of the Development. Build-out is the completion of **101** homes for a total of 101 meters. Each meter must reach 1,850 kwh and be in the homeowner, Utility provider or the HOA's account. Any Owner funds not reimbursed at the end of the four (4)-year term will be forfeited to the City. Upon petition submitted to the City Clerk by the Owner, not later than sixty (60) days prior to the expiration of the four (4)-year deadline to draw on the bond, establishing to the satisfaction of the City Commission, in its discretion, that conditions beyond the control of the Owner, delayed the requirements for reimbursement, the City Commission may extend the deadline for up to, but not more than, two (2) additional years, or such shorter time as the City Commission deems appropriate.
12. The City shall connect, when requested, individual residential services to each home within the Development at an additional cost. The home builder shall install all underground electric services from the meter can to the City designated Point of service. The home builder shall install the service to meet the City's current requirements of service installation. The City shall ensure that such service is provided as the same rates and on the same terms as those provided to other electric customers of the City within a comparable service area. The Parties understand that any and all service connections, meter charges and impact fees shall be paid by the residential customers at the time service is installed to the home.
13. The Owner will be responsible for the installation of non-residential service(s) to the point of service determined by the City of Leesburg, Florida.
14. The Owner shall grant to the City all easements needed to install, operate, maintain, repair and replace the electric distribution infrastructure on the Property, including minimum five-foot (5') side lot easements and ten feet (10') along all roadways, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of installing, operating, maintaining, repairing and replacing the electric distribution system.
15. The City of Leesburg's Electric Department requires that all areas to be at or near final grade before installation of any electric utilities. All property corners and lot lines shall be staked prior to installation. Staking shall also include final grade. Additional surveying by the Owner may be required for the installation of the electric distribution. The Owner's contractors will maintain proper clearances from all electric facilities. All road crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be installed by directional bore and the Owner shall bear the total cost. These and any other additional costs shall be paid before the electric distribution facilities are energized.
16. Owner agrees to pay any and all reasonable cost that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgement entered in favor of the City of Leesburg, Florida, and in any proceedings in receivership, bankruptcy or insolvency.
17. If the Owner fails to pay the funds required under this Agreement or otherwise defaults under the terms of this Agreement, the City is not obligated to install the electric distribution

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

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

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

CITY OF LEESBURG

BY:_____
Allyson Berry, Mayor

ATTEST:

_____

City Clerk

Approved as to form and content:

_____

City Attorney

OWNER:

BY:_____
Printed Name: Stephen McConn

Title: Vice President, Land Development
OWNER:

Exhibit A

LEGAL DESCRIPTION.

A PORTION OF LOTS 1, 2, 3 AND 5, BLOCK 22; ALL OF LOTS 4 AND 6, BLOCK 22; A PORTION OF LOTS 2 AND 3, BLOCK 24; A PORTION OF LOTS 1, 2 , 5 & 6, BLOCK 25; ALL OF LOTS 3, 4, 7 AND 8, BLOCK 25; A PORTION OF LOTS 1 THROUGH 4, BLOCK 53, SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 19 SOUTH, RANGE 25 EAST; SAID LANDS LYING IN SECTIONS 10, 11, 14 AND 15, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT LB-3 OF SILVER LAKE ESTATES PHASE 1, RECORDED IN PLAT BOOK 85, PAGE 41 THROUGH 45 OF SAID PUBLIC RECORDS; THENCE NORTH 89°17'46" WEST, 291.61 FEET; THENCE NORTH 00°43'55" EAST, 13.53 FEET; THENCE NORTH 90°00'00" WEST, 788.26 FEET; THENCE SOUTH 22°17'55" EAST, 43.10; THENCE SOUTH 67°42'05" WEST, 201.98 FEET TO THE NORTHWEST CORNER OF SAID SILVER LAKE ESTATES PHASE 1 PLAT, THE PREVIOUS FIVE CALLS BEING COINCIDENT WITH THE NORTHERLY LINE OF SAID PLAT; THENCE NORTH 22°17'55" WEST , 193.49 FEET; THENCE NORTH 28°29'19" WEST, 218.52 FEET; THENCE NORTH 00°24'10" EAST, 646.96 FEET TO THE NORTHEAST CORNER OF LOT 17, GREENVIEW, RECORDED IN PLAT BOOK 23, PAGE 43, OF SAID PUBLIC RECORDS; THENCE SOUTH 89°23'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEDGEWOOD LANE, 170.25 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS SOUTH 01°24'02" WEST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET, A DELTA OF 36°51'54", AN ARC DISTANCE OF 32.17 FEET TO THE NORTHWEST CORNER OF LOT 16 OF SAID PLAT; THENCE SOUTH 00°38'05" WEST, 192.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 89°19'48" EAST, 470.20 FEET; THENCE NORTH 26°46'01" WEST, 14.21 FEET; THENCE NORTH 77°37'37" EAST, 84.51 FEET; THENCE NORTH 27°01'11" EAST, 49.76 FEET; THENCE NORTH 00°45'21" EAST, 574.00 FEET; THENCE NORTH 89°23'59" WEST, 632.57 FEET, THE PREVIOUS SIX CALLS BEING COINCIDENT WITH THE SOUTH, EAST AND NORTH LINES OF SAID GREENVIEW PLAT; THENCE NORTH 00°44'42" EAST ALONG THE EAST LINE OF GREEN TREE AND ITS SOUTHERLY EXTENSION, RECORDED IN PLAT BOOK 25, PAGE 46 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 590.32 FEET; THENCE NORTH 21°42'45" EAST, 591.88 FEET TO A POINT ON THE SOUTH LINE OF GOLFVIEW, RECORDED IN PLAT BOOK 16, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°14'52" EAST, 85.79 FEET TO THE SOUTHEAST CORNER OF LOT 31 OF SAID GOLFVIEW PLAT; THENCE SOUTH 00°19'11" WEST, 192.70 FEET; THENCE SOUTH 89°14'43" EAST, 100.00 FEET; THENCE SOUTH 00°55'58" WEST, 24.93 FEET; THENCE SOUTH 89°15'35" EAST, 199.98 FEET; THENCE NORTH 00°46'15" EAST, 217.59 FEET TO A POINT ON THE SOUTH LINE OF SAID GOLFVIEW PLAT; THENCE SOUTH 89°21'15" EAST ALONG SAID LINE, 601.56 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID GOLFVIEW PLAT; THENCE SOUTH 44°23'43" EAST, ALONG SAID LINE, 554.35 FEET TO A POINT ON THE WEST LINE OF SAID GOLFVIEW PLAT; THENCE SOUTH 00°34'02" WEST, ALONG SAID LINE, 94.92 FEET; THENCE NORTH 89°27'08" WEST, 248.91 FEET; THENCE SOUTH 00°34'02" WEST, 175.00 FEET; THENCE SOUTH 89°27'08" EAST, 248.91 FEET TO THE NORTHWEST CORNER OF LOT 11 OF SAID GOLFVIEW PLAT; THENCE SOUTH 00°35'15" WEST, 600.00 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID GOLFVIEW PLAT; THENCE NORTH 89°27'08" WEST, 297.99 FEET; THENCE SOUTH 00°41'38" WEST ALONG THE WEST LINE OF COUNTRY CLUB VIEW AND ITS NORTHERLY EXTENSION, RECORDED IN PLAT BOOK 14, PAGE 37 OF SAID PUBLIC RECORDS, 1229.03 FEET TO THE **POINT OF BEGINNING**. SAID LANDS CONTAINING 70.77 ACRES.

Exhibit B

SECRETARY'S CERTIFICATE

I, William Anthony (Tony) Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME Orlando LLC, a Delaware limited liability company (this "Company").

I, do further certify the following:

1. I am the duly elected, qualified and acting Vice President and Corporate Secretary of KB Home, a Delaware corporation.
2. I am the duly elected, qualified and acting Secretary of KB HOME Florida Inc., a Delaware corporation.
3. KB HOME Orlando LLC is the wholly owned subsidiary of KB HOME Florida Inc., its Sole Member.
4. KB HOME Florida Inc. is the wholly owned subsidiary of KB Home, its Sole Member.
5. KB HOME Florida Inc., in its capacity as Sole Member of KB HOME Orlando LLC, adopted effective September 10, 2025 resolutions ("Resolutions") delineating the authority of specified officers and employees of KB HOME Orlando LLC. These Resolutions have not been rescinded, modified or revoked, and are in full force and effect.
6. KB HOME Florida Inc.'s delegations of authority in the Resolutions were, and still are, authorized by KB Home.

WITNESS MY HAND this 10th day of September, 2025.

By: Tony Richelieu
William Anthony (Tony) Richelieu
Vice President and Corporate Secretary, KB Home
Secretary, KB HOME Florida Inc.
Secretary, KB HOME Orlando LLC

EXHIBIT "A"
KB HOME ORLANDO LLC
CERTIFIED RESOLUTIONS ADOPTED AS OF SEPTEMBER 10, 2025

Signing Authority

BE IT RESOLVED, . . . that the following resolutions shall supersede and replace any and all resolutions previously adopted with respect to the powers and authority herein granted including, but not limited to, resolutions adopted as of July 16, 2025, and any such prior authority is hereby revoked and restated in its entirety as follows:

RESOLVED FURTHER, that the following officers and/or employees of this Company are authorized to act on behalf of the Company; provided, however, that such authority shall be limited to such authority as may be provided herein below and to other ordinary course of business transactions relating to the operations of the Company as indicated hereinbelow:

Fred Wyborski	President
Vince DePorre	Executive Vice President (Regional President)
Casey Dare	Senior Vice President
Marc Huntzinger	Vice President, Finance
Stephen McConn	Vice President, Land Development
Andrew Moore	Vice President, Purchasing
Amanda Parah	Vice President, Marketing and Studio
Michael Robertson	Vice President, Finance
Kevin Bond	Assistant Secretary
Linda Proffer	Purchasing Manager
Marialis Figueroa-Negron	DUP Manager
Kathy Saunders	Escrow Coordinator

RESOLVED FURTHER, that any one of the following persons be, and they hereby are, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all documents deemed by such person to be necessary or appropriate in connection with the acquisition and/or disposition of bulk parcels of real property by this Company, including, but not limited to, land purchase and sale agreements, purchase and sale of residential dwellings and lots, amendments, assignments, contract change addendums, escrow instructions, grant deeds, owners affidavits, promissory notes, deeds of trust, maps, agreements and related documents:

Fred Wyborski
Vince DePorre
Michael Robertson

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all documents deemed by such person necessary or appropriate in connection with this Company's land improvement and development activities including but not limited to, subdivision improvement agreements, builder's certification of plans, specifications and site plans, easements, development agreements, applications for land development approvals and subdivision approvals, declarations of covenants, conditions and restrictions, notices of commencement, permit applications, subdivision and tract maps and exhibits thereto and supporting documents:

Fred Wyborski
Vince DePorre
Casey Dare
Stephen McConn
Michael Robertson

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to execute, acknowledge and deliver all deeds, notes, deeds of trust, agreements and other documents and instruments deemed necessary or appropriate to transfer and convey title to residential dwellings and related assets standing in the name of this Company, including, but not limited to, any and all documents required by the Department of Housing and Urban Development:

Fred Wyborski	Amanda Parah
Vince DePorre	Michael Robertson
Casey Dare	Marialis Figueroa-Negron
Marc Huntzinger	

*except that individuals designated above with an asterisk must act together with one other person designated above with an asterisk with respect to warranty/grant deeds;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to execute, acknowledge and deliver all contracts (including amendments, addendums and other ancillary documents forming a part of the contract) in connection with the sale of residential dwellings and lots standing in the name of this Company:

Fred Wyborski
Vince DePorre
Casey Dare
Marc Huntzinger
Amanda Parah
Michael Robertson
Marialis Figueroa-Negron
Kathy Saunders*

*except that any individual designated above with an asterisk must act together with one other person designated above with or without an asterisk;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all master subcontract agreements and related documents with respect to the construction of improvements on real property:

Fred Wyborski
Vince DePorre
Casey Dare
Andrew Moore
Michael Robertson
Linda Proffer

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all material purchase agreements, subcontract work agreements and related documents with respect to the construction of improvements on real property:

Fred Wyborski
Vince DePorre
Casey Dare
Andrew Moore
Michael Robertson
Linda Proffer

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all master service agreements, vendor agreements, independent contractor sale agreements and related documents with respect to the marketing, sales and management of real property:

Fred Wyborski
Vince DePorre
Amanda Parah
Michael Robertson

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all master consultant agreements and related documents with respect to development of real property:

Fred Wyborski
Vince DePorre
Stephen McComn
Andrew Moore
Michael Robertson
Linda Proffer

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all documents establishing bank accounts, financing arrangements and other ordinary course banking and financial arrangements:

Fred Wyborski
Vince DePorre
Michael Robertson

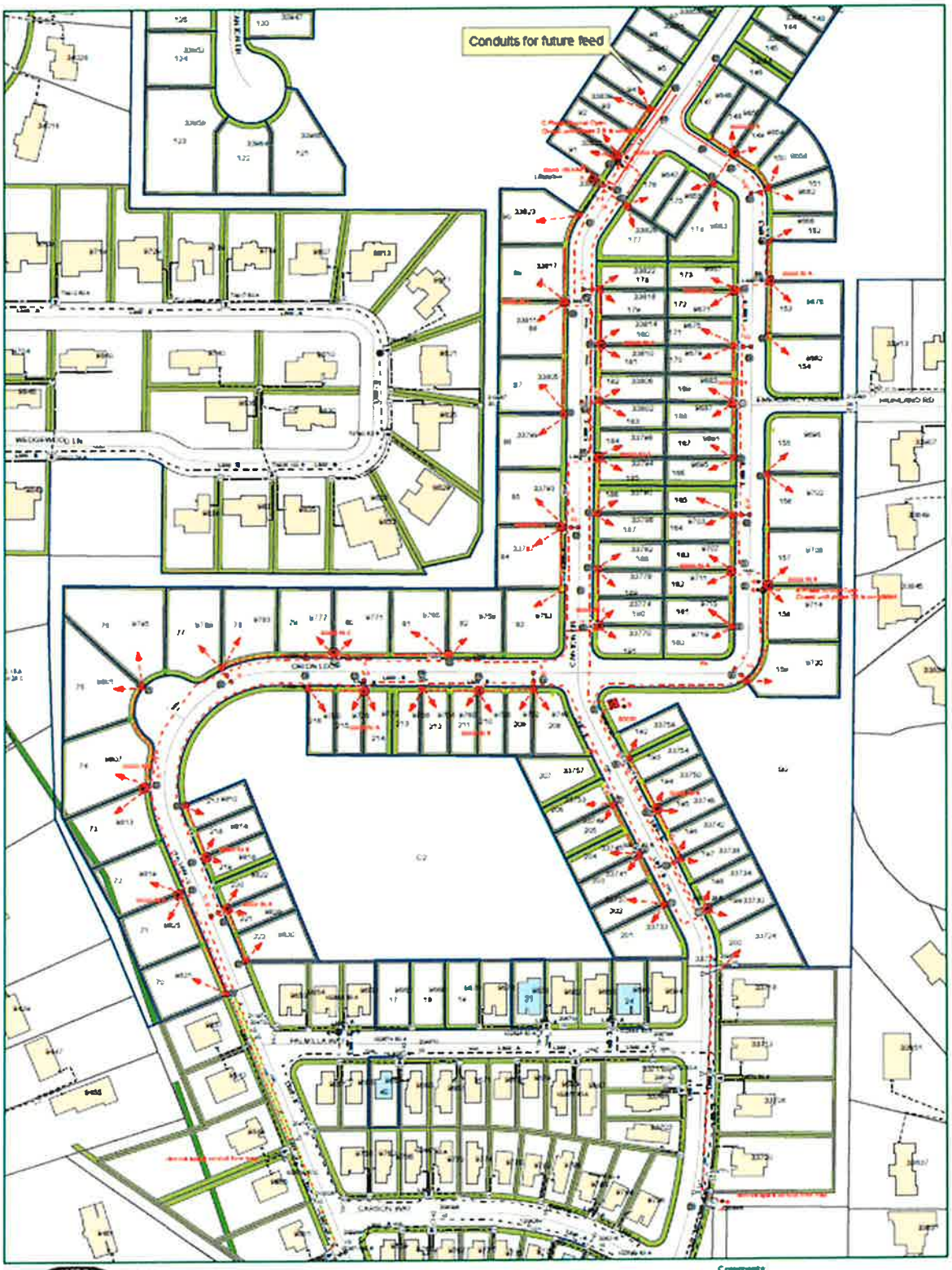
RESOLVED FURTHER, that Fred Wyborski, President of this Company, Vince DePorre, Executive Vice President [Regional President] of this Company, and Michael Robertson, Vice President, Finance of this Company, be, and each hereby is, authorized and empowered to execute, acknowledge and deliver salesperson employment agreements;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, (a) authorized and empowered to execute, acknowledge and deliver lease agreements and any and all documents in connection therewith; (b) authorized, empowered and directed to make any and all offers of employment with this Company and (c) authorized, empowered and directed to take such further actions and to do all such further things which they may deem necessary and appropriate to accomplish the purpose and to effectuate the intent of the foregoing resolutions with respect to this Company:

Fred Wyborski
Vince DePorre
Michael Robertson

RESOLVED FURTHER, that Fred Wyborski, President of this Company, and Vince DePorre, Executive Vice President [Regional President] of this Company, and Michael Robertson, Vice President, Finance of this Company, be, and each hereby is, authorized and empowered to act on behalf of this Company in its capacity as a member of any limited liability company or as a partner of any partnership in which this Company owns an interest;

RESOLVED FURTHER, that any and all documents executed or actions undertaken by any officers or employees listed in the foregoing resolutions between July 16, 2025 and the date hereof substantively within the scope of their authority as designated above be, and they hereby are, ratified, confirmed and approved.



WF1684699

Printed Date 8/4/2023

Work site:

Silver Lake Estates Phase 2

Job Description:

Silver Lake Estates Phase 2

Customer:

[WR Customer]

Comments

[WR Comments]

Feeder, Substation, and Cross Street:

L3601Airport

INSTALL REPLACE

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: September 14, 2026

From: Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing renewal of an agreement with Sun Life Assurance Company of Canada to continue providing Excess Stop Loss Insurance and Health Navigator, for the City's group health insurance plan; and providing an effective date.

Staff Recommendation:
Staff recommends renewal of the agreement with Sun Life for Excess Stop Loss Insurance and Health Navigator, for the City's group health insurance plan.

Analysis:
The City purchases stop loss protection or reinsurance to protect its self-funded group health insurance plan from catastrophic losses, and to limit the City's total claim exposure.

We continue to monitor the cost of this reinsurance annually, with the assistance of our brocker and actuary. This year there will be a 10% increase based on our fund's claim data. We will also continue with the Health Navigator (HN) program to support our most vulnerable employees in their greatest time of need. HN has been and will continue to be advertised to our employees as it is a personalized medical concierge team who steps in to help with complex medical cases. They can provide second opinion services that may result in a new diagnosis, a recommendation for or against surgery, or a change in treatment plan. Each employee and dependent on our plan would be supported by a comprehensive research team, a national curated specialist network, and vetted Centers of Excellence. The service also provides medical bill resolution. The savings to our health plan occur as member outcomes are improved, and unnecessary spending is reduced.

In the event of a worst-case claims scenario, the HN program reduces our maximum claims exposure by 3% or roughly $290,000.

Procurement Analysis:
N/A

Options:
1. Approve the renewal with Sun Life and Health Navigator; or

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

Fiscal Impact:

The proposed renewal represents a 10% increase in FY27. Health Navigator is net neutral while providing a cost savings to the plan by reducing our maximum claims exposure. This expense is paid out of the Health Insurance Fund.

Account No. 064-1340-519-4540

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING RENEWAL OF AN AGREEMENT WITH SUN LIFE ASSURANCE COMPANY OF CANADA TO CONTINUE PROVIDING EXCESS STOP LOSS INSURANCE AND HEALTH NAVIGATOR, FOR THE CITY'S GROUP HEALTH INSURANCE PLAN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Manager or his designee is hereby authorized to execute a renewal agreement with Sun Life Assurance Company of Canada for the purpose of providing excess stop loss insurance/reinsurance coverage for the City's self-funded group health insurance plan, including Health Navigator services.

THAT this resolution shall become effective October 1, 2026.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

STOP-LOSS

Renewal Proposal

Created for

City of Leesburg

Presented by David Chiokadze

Telephone: 215-667-5625

David.Chiokadze@sunlife.com

Why Sun Life?

A leader you can continue to count on

As employers make the decision to take on additional risk with self-funding, finding a stop-loss carrier you can count on to provide financial protection from high-cost claims is often an essential step. At Sun Life, we know that being your best partner for stop-loss means being dependable, responsive, and innovative.

We work together with you, our clients and broker partners, to optimize care and cost and to reimburse your most expensive claims, fast.

Healthcare advocacy and care navigation

Count on our clinical experts to empower members to navigate the healthcare system, access the care they need, and confidently make decisions about their health.

- Access to a wide variety of programs including medical Rx management, negotiation specialists, and condition-specific management
- Clinical expertise and in-depth knowledge of the healthcare system
- Fast, seamless, objective process to get expert guidance, quickly
- Improved health outcomes, better member experiences and potential cost savings

Strength and Stability

Count on us to deliver the coverage and customized solutions that best fit your needs.

- The largest independent stop-loss provider[1]
- A dedicated team of experts to support you every step of the way
- Over 5.5M covered members and $2.5B of in-force premium[2]
- Strong financial ratings, consistent underwriting and dependable, fast claim reimbursement

Insights and Innovation

Count on us to provide actionable insights that make it easier to make the right decisions for your self-funded medical plans.

- Annual high-cost claim and injectable drug trends analysis with actionable recommendations
- Insights on emerging Rx trends and legislative topics that could impact employers
- Self-funding best practices and customized benchmarking data to guide your self-funded strategy
- Interactive tools to make doing business with us even easier

Predictable renewals

Our comprehensive renewal approach provides customers with fair and predictable renewals.

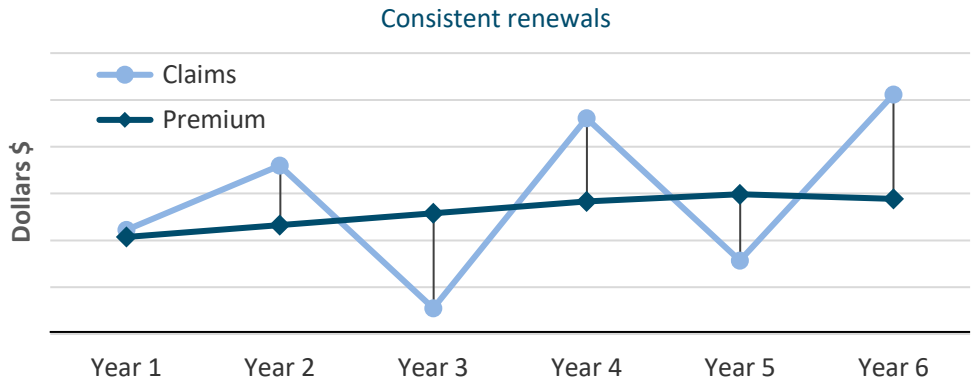
All of Sun Life Stop-Loss renewals include the following:

1. An explanation about how **pooling helps deliver rate stability**
2. A **claims summary** showing how your plan is performing
3. Education about **market factors** that affect stop-loss rates
4. A clear renewal illustration that outlines **current rates and renewal options**

SECTION ONE

How pooling helps deliver renewal rate stability over time

Sun Life is able to provide increased rate stability through pooling.
Pooling combines stop-loss claims experiences between companies to help spread risk and create the opportunity to produce more consistent renewal costs across a large book of business.



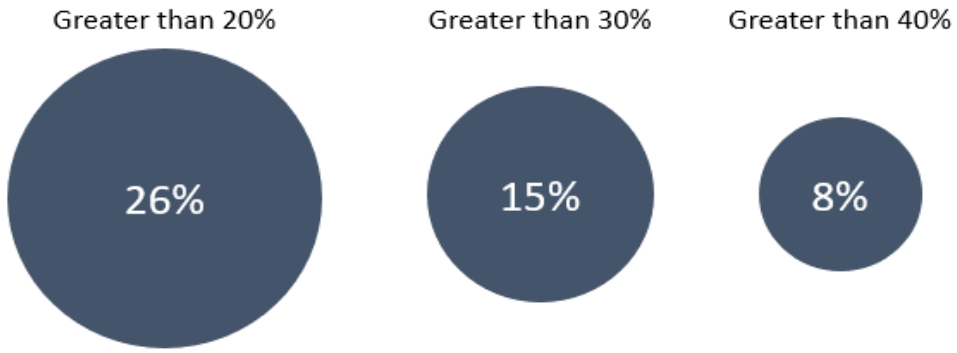
The chart above shows how our pooled approach can provide protection against significant changes in renewal costs. Your Stop-Loss claims can rise and fall from year to year, largely due to the volatility often associated with high-cost claims.

In a non-pooled approach, your renewal premium would likely be adjusted each year to reflect your individual claims experience. The corresponding rate changes might be extreme, depending on how poor or how favorable the experience was during the most recent contract periods. Pooling decreases volatility, since the cost of the high-cost claim is shared by the entire customer pool.

Proven results you can depend on

Our pooled approach has provided stability for our clients in good times and bad.

Below is the distribution of rate increases over the last three renewal years **2020-2022** [3]**:**



SECTION TWO

Specific claims summary

City of Leesburg, Specific claims summary

The charts below show your current Specific claims activity related to your Specific deductible.

This chart shows the total number of claims that exceeded the Specific deductible during the contract period(s). For the current period, the expected claim count is a year-to-date number to be comparable to the claim count.

Number of claims beyond Specific deductible

Year	Spec level	Claim count	Expected	Actual to expected
Current	$225,000	0	2	0%
Prior 1	$225,000	3	3	111%
Prior 2	$225,000	0	2	0%
Totals		3	7	45%

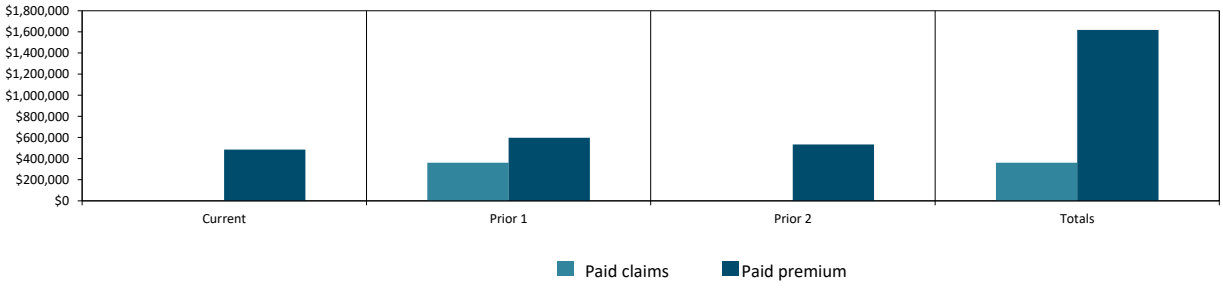
This chart shows the total number of claims that exceeded the Specific deductible during the contract period(s). For the current period, the expected claim count is a year-to-date number to be comparable to the claim count.

Reimbursed claims compared to paid premiums

Year	Claim count	Paid claims	Paid premium	Loss ratio
Current	0	$0	$486,260	0%
Prior 1	3	$360,290	$596,776	60%
Prior 2	0	$0	$534,412	0%
Totals	3	$360,290	$1,617,448	22%

This chart shows your total reimbursed claims compared to total paid premiums.

Paid claims versus paid premiums



This chart shows your total reimbursed claims compared to total premiums.

Estimated reimbursable claims

When preparing your renewal options, Sun Life assumes that a number of claims have not yet been reported in the current policy period. We use a completion factor to help us predict how many claims will be submitted for reimbursement in the remaining months of the policy period. A completion factor is an estimated amount of time it might take for an incurred stop-loss claim to be submitted for reimbursement.

Estimated reimbursable claims projection

Reported claims	Not-yet-reported claims
Spanning the 8 completed months of the policy year	Spanning the remaining 4 months in the policy year
30%	70%

This chart shows the estimated percentage of reported and not-yet-reported claims for your policy year as of the date of this renewal proposal.

SECTION THREE

Market factors that affect stop-loss rates

A variety of market factors impact the development of your stop-loss rates. Some of the more influential are medical trend, leveraged trend, your healthcare plan design, and your group's demographics. However, other factors such as economic conditions, current federal and state legislation, and the stop-loss industry itself are also taken into consideration.

Factors that affect stop-loss rates:

Healthcare plan and group demographics

Healthcare plan design services may like co-payments, deductibles, employee premium contributions, wellness programs, and participation levels

Type of health plan network is a health maintenance organization (HMO), national exclusive provider organization (EPO) or preffered provider organization (PPO) or a reference-based pricing approach

Group demographics like the employee population, geographic location of the employer, and type of industry.

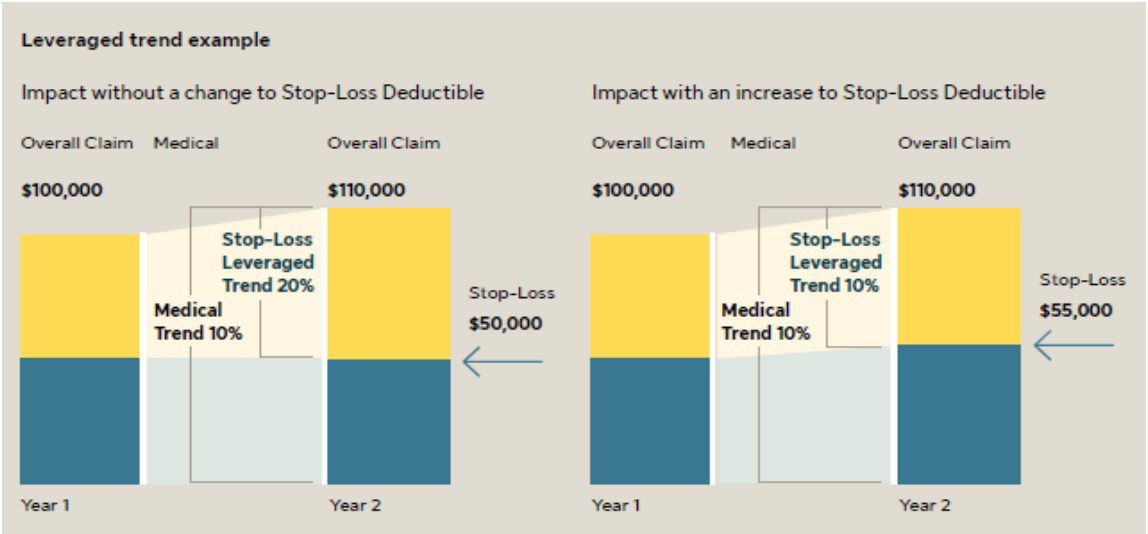
Medical trend is a prediction of how much healthcare costs will change over time. It is driven by a combination of the changes in costs for services as well as the rates of utilization. Historically, medical trend has increased at a rate that has outpaced inflation.[4]

Leveraged trend is a prediction of how much the cost of high-cost claims – the type of claims that stop-loss insurance covers – will rise or fall over time in relation to healthcare costs.

If the stop-loss deductible remains the same from year to year, the division of risk between the employer and the stop-loss insurer will change and the stop-loss carrier will assume a larger portion of the risk in return for higher premiums.

How can you reduce the impact of leveraged trend?
An employer can offset the effect of leveraged trend on its Specific stop-loss premium by choosing a higher specific deductible to offset the additional risk absorbed by the carrier.

Leveraged trend example



July 28, 2026

Renewal options

To accept the renewal proposal, please do the following:

- At the bottom of this page, **select a renewal option and sign where indicated.**
- Email, fax, or mail this page to me by September 1, 2026, in order to avoid a lapse in coverage.
- Please Note: Your signature constitutes your acceptance of the terms, conditions assumptions and contingencies set forth within all pages of this proposal.

Policyholder name:	City of Leesburg	Account number:	962885
Policyholder Address:	501 West Meadow Street	Renewal status:	Firm
	Leesburg, FL 34748	TPA Name:	BLUE CROSS/BLUE SHIELD OF FL
Situs State:	FL	PPO Name:	BCBS Florida
Renewal Eff. Date:	October 1, 2026	Firm through date:	8/24/2026

HN RENEWAL RATES ONLY

Current and renewal rate summary

Tier	Employees
Single	210
Family	259
Total	**469**

The quoted aggregate factors have been reduced assuming that Health Navigator will be renewed. If that is incorrect, the quoted aggregate factors will be increased 3%.

Specific Stop-Loss policy details and renewal options

Plan thresholds	Current	Renewal option 1	Renewal option 2	Renewal option 3
Individual Specific deductible	$225,000	$225,000	$250,000	$275,000
Aggregating Specific deductible	$269,300	$269,300	$269,300	$269,300
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited
Claims basis	PAID	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	$59.50	$65.66	$56.96	$52.31
Family	$162.10	$178.91	$155.16	$142.51
Total monthly premium	**$54,478.90**	**$60,126.29**	**$52,148.04**	**$47,895.19**
Renewal rate action as a % increase to current monthly premium		10.4%	-4.3%	-12.1%

Aggregate Stop-Loss policy details and renewal options

Aggregate rates	Current	Renewal option 1	Renewal option 2	Renewal option 3
Aggregate Benefit Maximum	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Per employee per month rate	$11.76	$11.76	$11.76	$11.76
Total monthly premium	**$5,515.44**	**$5,515.44**	**$5,515.44**	**$5,515.44**
Renewal rate action as a % increase to current monthly premium		0.0%	0.0%	0.0%

Aggregate thresholds and rates	Current	Renewal option 1	Renewal option 2	Renewal option 3
Claims basis	Paid	Paid	Paid	Paid
Benefits covered	Medical and RX	Medical and RX	Medical and RX	Medical and RX
Corridor	120%	120%	120%	120%
Minimum Attachment Point %	**90%**	**90%**	**90%**	**90%**
Single Aggregate deductible factor	**$884.33**	**$978.96**	**$997.43**	**$1,012.02**
- Medical	$685.75	$759.13	$777.60	$792.18
- Rx Drug	$198.58	$219.83	$219.83	$219.84
Family Aggregate deductible factor	**$2,476.12**	**$2,741.07**	**$2,792.79**	**$2,833.61**
- Medical	$1,920.10	$2,125.55	$2,177.27	$2,218.09
- Rx Drug	$556.02	$615.52	$615.52	$615.52
Minimum Attachment Point	**$744,321.94**	**$823,966.86**	**$839,513.62**	**$851,785.52**
Estimated monthly renewal liability	**$827,024.38**	**$915,518.73**	**$932,792.91**	**$946,428.35**
Renewal rate action as a % increase to current monthly aggregate deductible factors.		10.7%	12.8%	14.4%

Total estimated annual plan costs

Total costs	Current	Renewal option 1	Renewal option 2	Renewal option 3
Total annual premium	$719,932.08	$787,700.76	$691,961.76	$640,927.56
Annual Aggregate Attachment Point	9,924,292.56	10,986,224.76	11,193,514.92	11,357,140.20
Total estimated self-funded plan costs	**$10,644,224.64**	**$11,773,925.52**	**$11,885,476.68**	**$11,998,067.76**
Renewal rate action as a % increase to total estimated annual plan cost.		10.6%	11.7%	12.7%

Select renewal option			

Please indicate the renewal option you have selected by initialing one of the three boxes above. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date. Your signature on the renewal proposal constitutes your acceptance of the terms, conditions, assumptions and contingencies set forth in it.

Please acknowledge your acceptance of the renewal proposal, which includes all pages of the proposal, by signing below and returning the signed page to David Chiokadze.

Policyholder Signature:_____ Date: 09/14/2026

Printed Name: Al Minner Printed Title: City Manager

Renewal options, continued

July 28, 2026

Policyholder name:	City of Leesburg
Account number:	962885
Renewal status:	Firm
Renewal Eff. Date:	October 1, 2026

Specific Stop-Loss coverage

The following options and programs are included in your policy:

- **Expert Cancer Review:**
  For covered members with a cancer diagnosis or ongoing cancer treatment, we provide access to a written second opinion service from leading oncology specialists at Sun Life's expense.
- **No New Laser Gene Therapy Enhancement:**
  With this enhancement, we will not add a new laser, modify or increase the amount of an existing laser that was previously set for another treatment or condition, directly related to the cost of a gene therapy drug. We will continue to employ strategies to mitigate the impact of high-cost gene therapy claims, ensuring renewal stability.
  A gene therapy drug is a prescribed treatment that modifies a person's genes to treat or cure disease. Gene therapy drugs must be designated as a gene therapy and FDA approved.
  Existing individual Specific Benefit Deductibles applied to a specific Covered Person due to the member's underlying condition or other reasons will apply.
  View our Notice of Enhanced Business Practice here.
- **No New Lasers at Renewal option with Renewal Rate Cap of 40%**
  This option prevents new lasers from being added to the new policy if it renews. The rate cap applies to Specific Benefit rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the covered group.
- **Advance Funding option**
  This option enhances the cash flow of your self-funded plan by advancing the stop-loss funds to you or your administrator up front, before you pay the provider.
- **Retiree coverage**
- **Rx claims are included and bundled with the administration (no carve-out PBM)**
  This proposal assumes that your stop-loss insurance will include coverage for prescription drug claims and that the standard large claimant reporting from your medical administrator will include both medical and prescription drug claims. Based on the information provided, your PBM vendor is Prime Therapeutics .
- **SunElite℠ medical document review service**
  SunElite is a medical plan document review service for Sun Life Stop-Loss clients. Your custom SunElite report will analyze the plan's cost-containment, federal law compliance and discretionary authority.
- **Sun Life Clinical 360**
  Sun Life Clinical 360 is a program utilizing clinical experts who act as a second set of eyes, reviewing claim data to identify cost savings and care optimization opportunities.
  This program is automatically included for all Sun Life Stop-Loss clients.

The following are not included in your policy:

- **Terminal Liability option**
- **Experience Rating Refund**

Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer: 10.0%.

Specific Benefit Stop-Loss renewal acceptance

Acceptance of your Specific Benefit Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over $100,000 with diagnosis/prognosis for the period of October 1, 2025, through June 30, 2026, with accompanying required information. For large claims, the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Sun Life will not reimburse for claims expenses incurred outside the Policy Year parameters.

Aggregate Benefit Stop-Loss

- **Features**
  Monthly Aggregate Accommodation is not included.
  Terminal Liability option is not included.

Minimum Attachment Points

Renewal Option 1	Renewal Option 2	Renewal Option 3
$9,887,602.28	$10,074,163.43	$10,221,426.18

- **Aggregate Stop-Loss renewal acceptance**
  Renewal acceptance of Aggregate Benefit coverage by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of monthly claims and lives, by line of coverage, for the period of October 1, 2025, through June 30, 2026. Upon review of that information, we reserve the right to recalculate the Aggregate Benefit Attachment Point.

General coverage

- **Captive coverage**

Renewal options, continued

July 28, 2026

Policyholder name:	City of Leesburg
Account number:	962885
Renewal status:	Firm
Renewal Eff. Date:	October 1, 2026

Any Stop Loss policy issued to a policyholder that is part of a captive program, is excluded from any and all Sun Life incentive, bonus or override programs.

- **Affordable Care Act accommodations**
  This renewal proposal represents Sun Life's efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. It is the self-funded medical plan's responsibility to keep its census data up to date at all times. If the plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

Disclosures

1. Sun Life 2023 book of business data.
2. For complete financial ratings, visit www.sunlife.com/financialratings.
3. Sun Life renewal statistics data from 2021 to 2023.
4. Health Research Institute Medical Trend “Behind The Numbers” report 2023.

Producer licensing
All Sun Life companies require producers using insurance quotes we issue for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sales or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person, by telephone, by email, by fax, or otherwise.

Producer compensation
We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business.

For New York situs business, we may pay reduced compensation where fewer services are offered and increased compensation where more services are provided. Producers must comply with the specific compensation disclosure requirements of New York Regulation 194.

Plan and rates
This renewal proposal is based on the employee census information that was provided. Acceptance of the group and final rates will be determined by the Sun Life home office in the United States based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy will be determined by all necessary final data and by underwriting rules, policy requirements, and policy provisions in effect on the date coverage begins.

Sun Life Companies
The Sun Life group of companies operates under the "Sun Life" name. In the United States and elsewhere, insurance products are offered by members of the Sun Life group of companies that are insurance companies.

Currently, group underwriting companies include Sun Life and Health Insurance Company (U.S.) and Sun Life Assurance Company of Canada. Sun Life Inc., the publicly traded holding company for the Sun Life group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Group stop-loss insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 07-SL REV 7-12 and 22-SL. In New York, group stop-loss insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Lansing, MI) under Policy Form Series 07-NYSL REV 7-12 and 22-NYSL. Product offerings may not be available in all states and may vary depending on state laws and regulations.

Stop-Loss information
The following services are not insurance and carry a separate charge included with the price of coverage: Clinical 360, owned by Sun Life; SunElite℠, owned by Sun Life with services provided by The Phia Group, LLC.

Information
Issuance of a Stop Loss policy is dependent upon meeting underwriting guidelines and participation requirements.

Sun Life

Sun Life is your best partner for benefits. Learn more by reaching out to your broker or Sun Life representative.

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GSLOT-2551

SLPC 28740 01/20 (exp. 04/2

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: September 14, 2026

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 65.0 +/- acres; and being generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, lying in Section 36, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (JCQ Leesburg Palmetto Drive ANNX)

Staff Recommendation:
The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 65.0 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 65.0 +/- acres, generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, as shown on the attached General Location Map. At this time, the property is vacant undeveloped land. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is for an Annexation, a Large-Scale Comprehensive Plan, and a Rezoning to allow for mixed Use – residential and commercial development.

The property is surrounded by City of Leesburg PUD (Planned Unit Development), as well as Lake County PUD (Planned Unit Development), (A) Agriculture, RP (Residential Professional), and RM (Mixed Home Residential). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on June 18, 2026.

Procurement Analysis:
N/A

Options:
1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue in the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 65.0 +/- ACRES; AND BEING GENERALLY LOCATED NORTH OF PLANTATION VIEW DRIVE, SOUTH OF PALMETTO DRIVE, AND WEST OF U.S. HIGHWAY 27, LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 4; AND PROVIDING AN EFFECTIVE DATE. (JCQ LEESBURG PALMETTO DRIVE ANNX)

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

Section 1.

Based upon the petition of Michael Rankin, Petitioner, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description:
The South 1/2 of the Southeast 1/4 of the Northeast 1/4, lying West of Highway No. 27; the South 1/2 of the Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 4.;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of September 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION

PARCEL ID: 36-20-24-0001-000-00900

The South 1/2 of the Southeast 1/4 of the Northeast 1/4, lying West of Highway No. 27; the South 1/2 of the Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.

Extended Aerial

Planning & Zoning Department

N

0 360 720 Feet

JCQ Leesburg Palmetto Drive

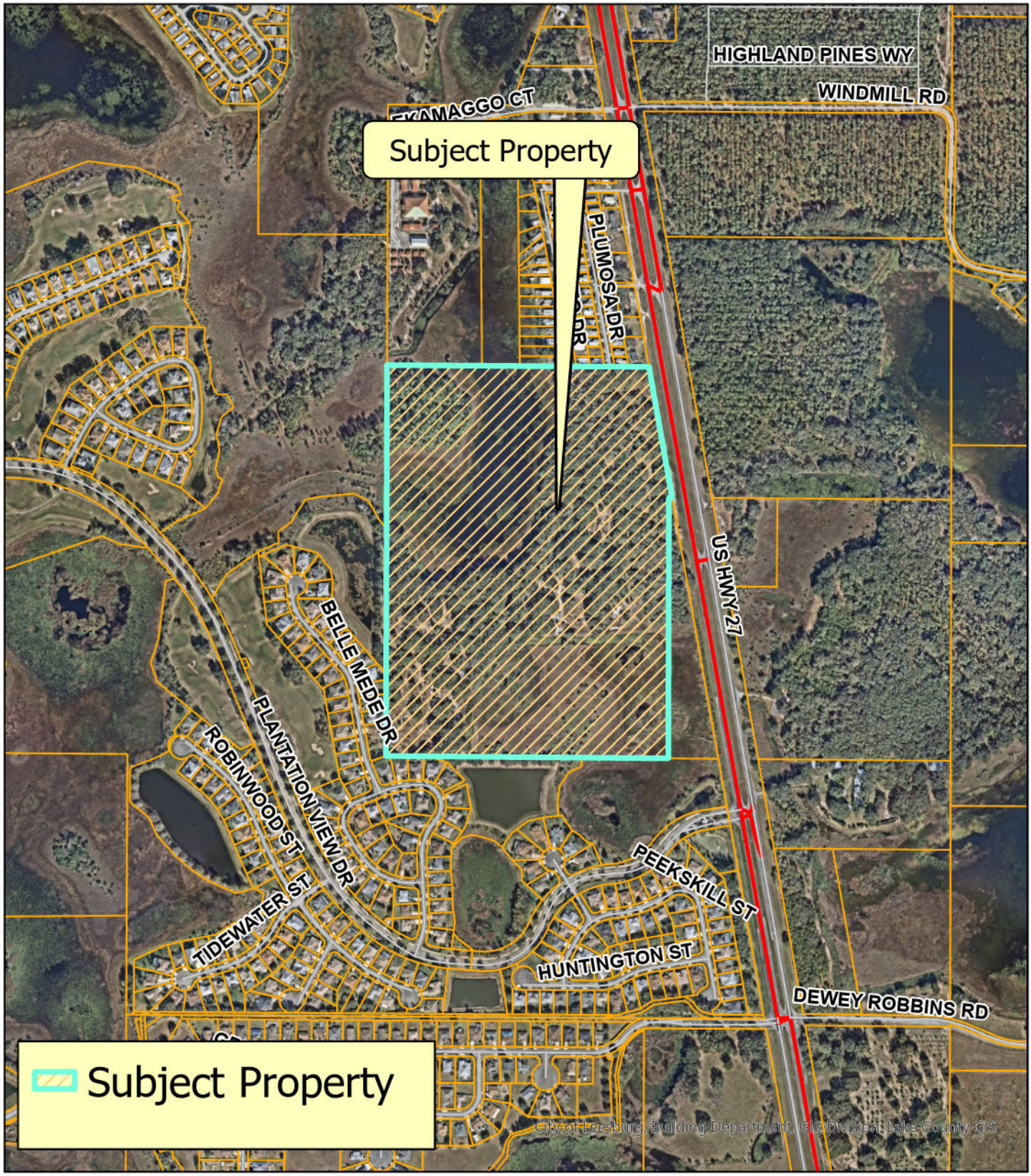
ANNX-26-983, LSCP-26-984, RZ-26-985

Alternate Key: 1088267

Section 36, Township 20 South, Range 24 East

Date: 6/1/2026

Aerial



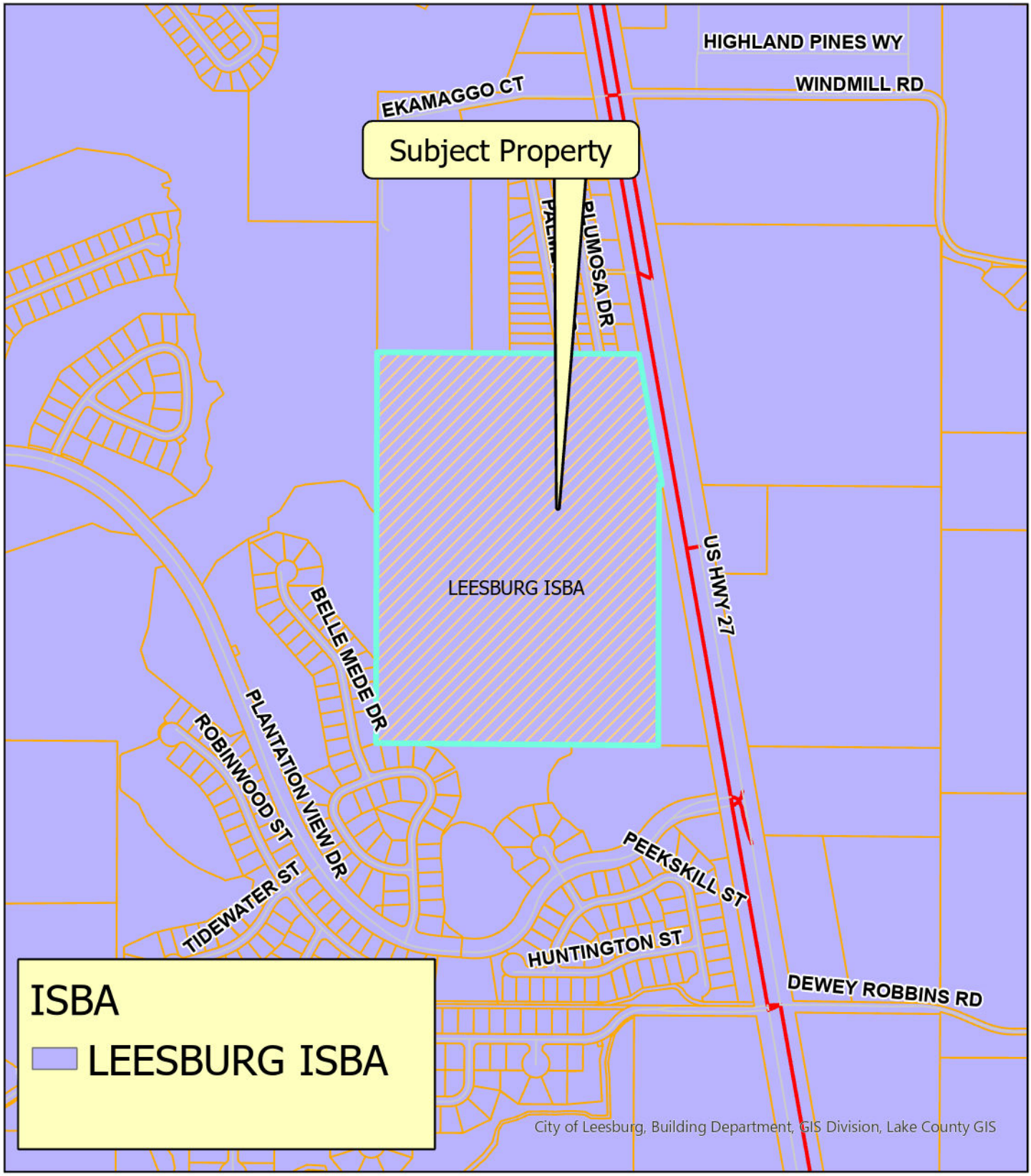
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
May 28, 2026

ISBA



Planning & Zoning Department

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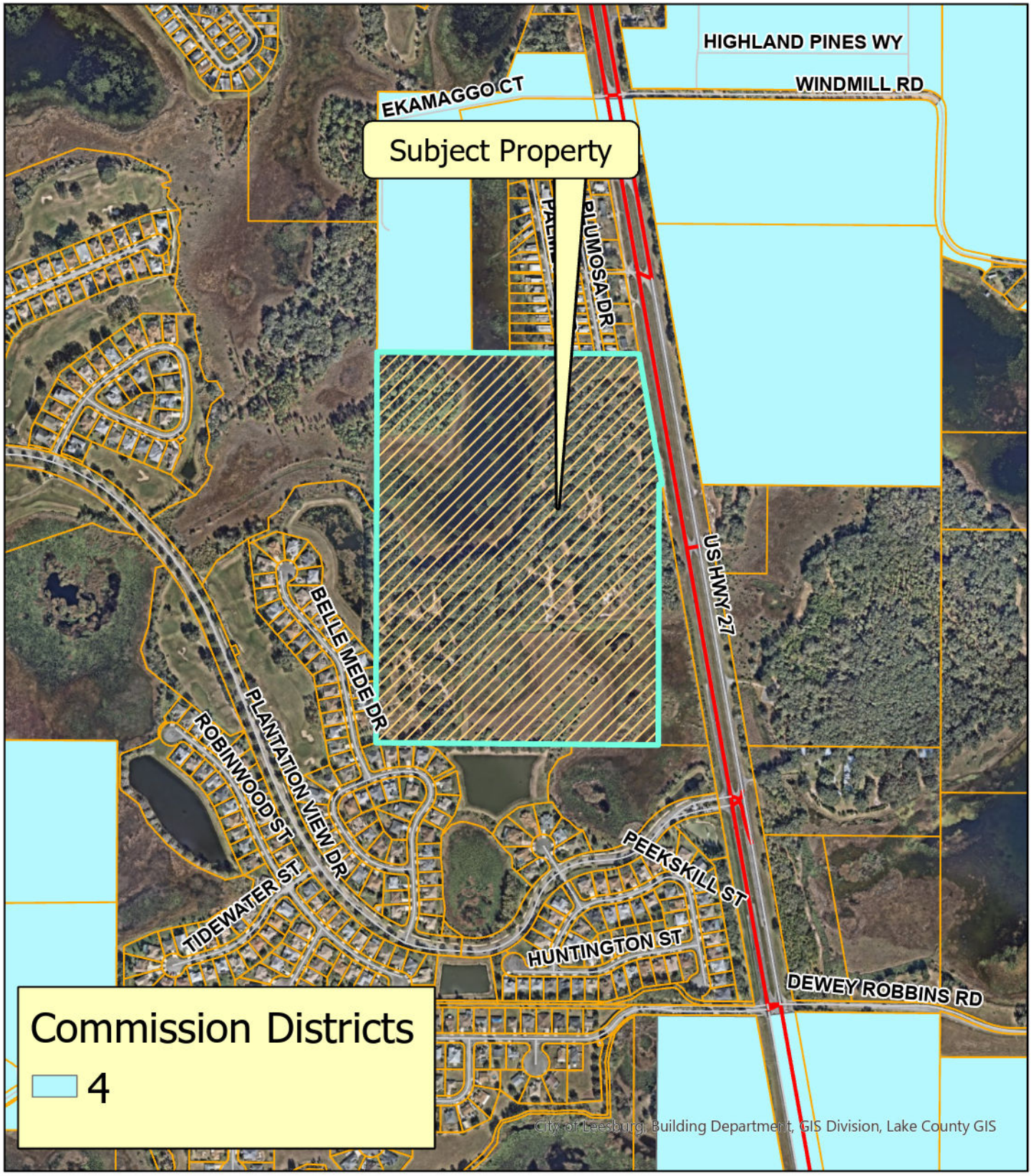
JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Commission District



Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: September 14, 2026

From: Dan Miller, (Planning and Zoning Director), Mel Ortiz, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the future land use designation of approximately 65.0 +/- acres, from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, as legally described in Section 36, Township 20 South, and Range 24 East, in Lake County, Florida; and providing an effective date. (JCQ Leesburg Palmetto Drive LSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 65.0 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential.

Analysis:
The project site consists of approximately 65.0 acres, and is generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27. At this time, the property is vacant undeveloped land. The proposed use is a mixed-use – residential and commercial development consisting of single-family homes, townhouses and retail development.

The surrounding Future Land Use Map designations of Lake County Conservation, Urban Low Density, Rural Transition, and City of Leesburg Institutional, Estate Residential, Neighborhood Mixed Use, and Low Density Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City of Leesburg Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on June 18, 2026, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban Low Density to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes, and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 65.0 +/- ACRES, FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF PLANTATION VIEW DRIVE, SOUTH OF PALMETTO DRIVE, AND WEST OF U.S. HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTION 36, TOWNSHIP 20 SOUTH, AND RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (JCQ LEESBURG PALMETTO DRIVE LSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on November 25, 2024, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 65.0 acres of land generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27 from Lake County Urban Low Density to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 36, Township 20 South, Range 24 East, Lake County Florida;

Section 2.

That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of September 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION

PARCEL ID: 36-20-24-0001-000-00900

The South 1/2 of the Southeast 1/4 of the Northeast 1/4, lying West of Highway No. 27; the South 1/2 of the Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.

Extended Aerial

Planning & Zoning Department

N

0 360 720 Feet

JCQ Leesburg Palmetto Drive

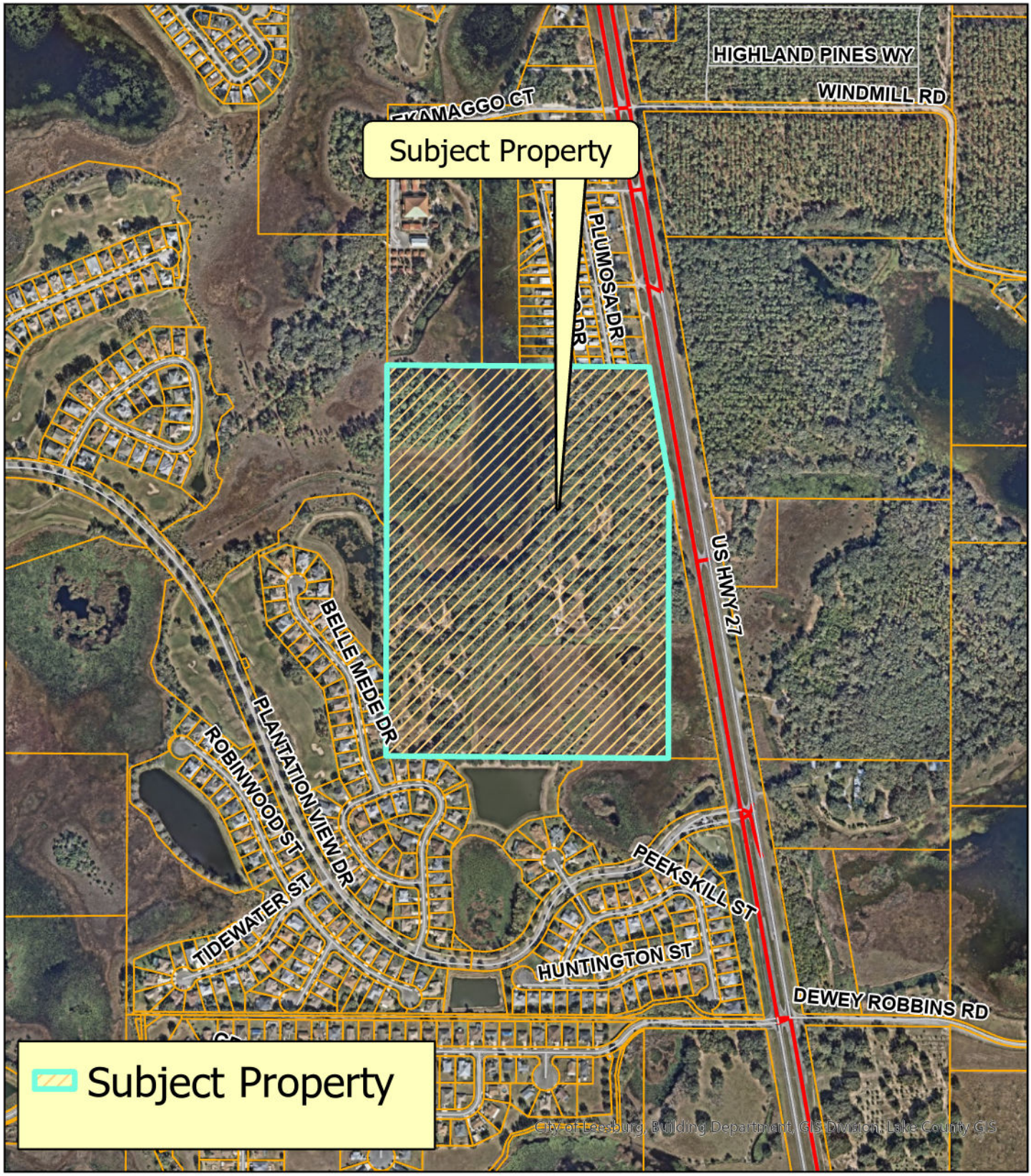
ANNX-26-983, LSCP-26-984, RZ-26-985

Alternate Key: 1088267

Section 36, Township 20 South, Range 24 East

Date: 6/1/2026

Aerial



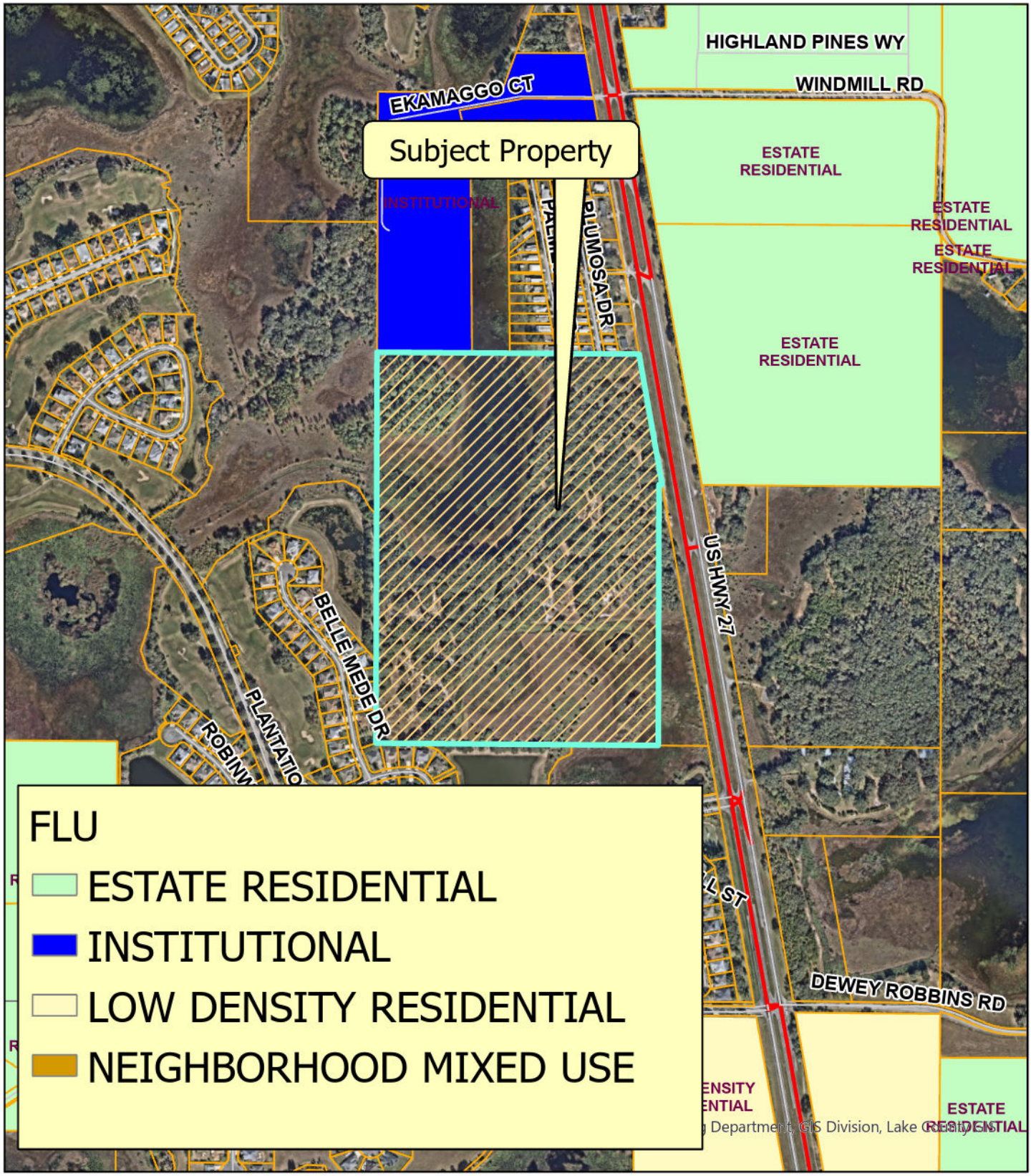
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
May 28, 2026

Future Land Use



Planning & Zoning Department

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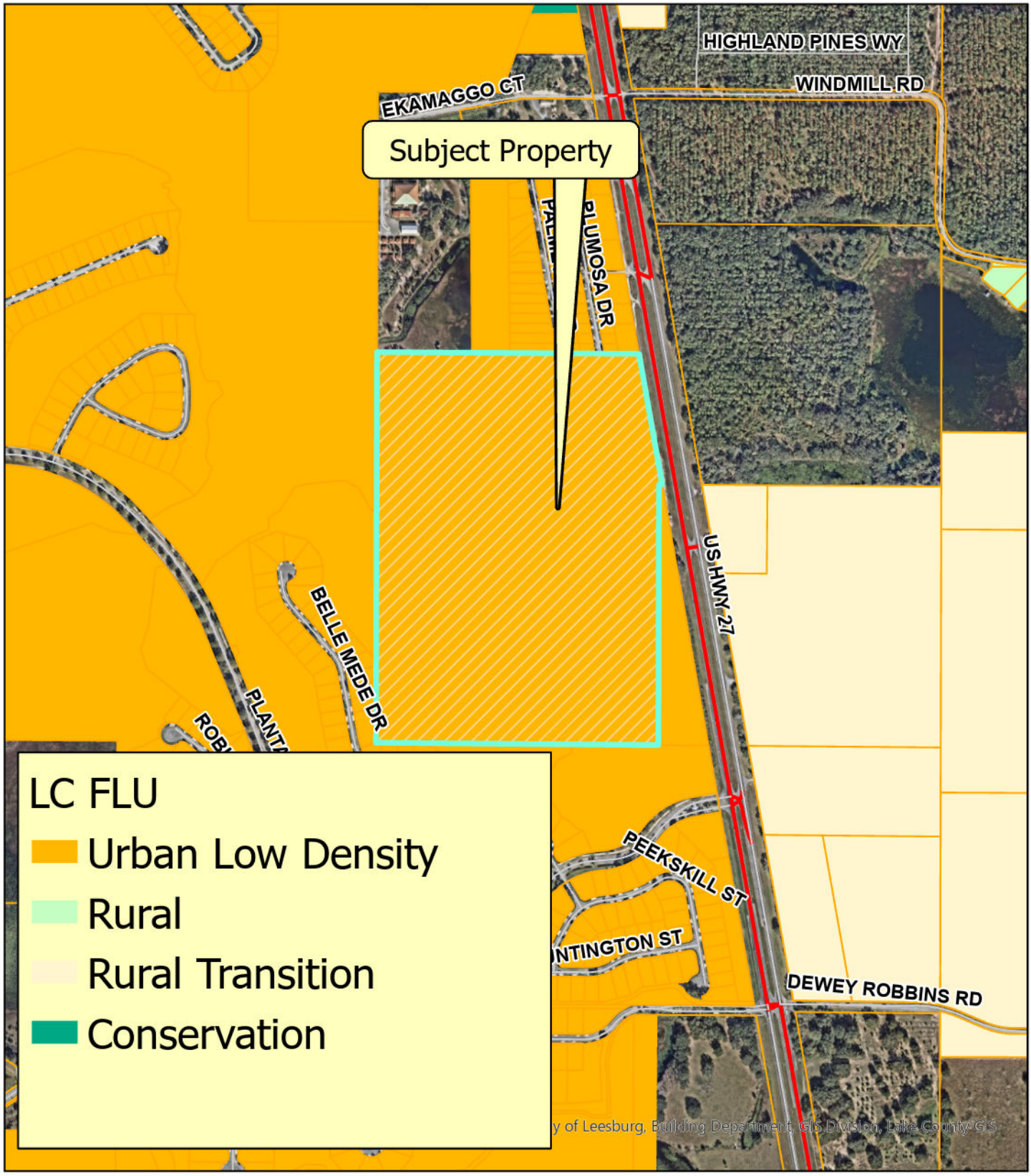
0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Lake County Future Land Use



Planning & Zoning Department

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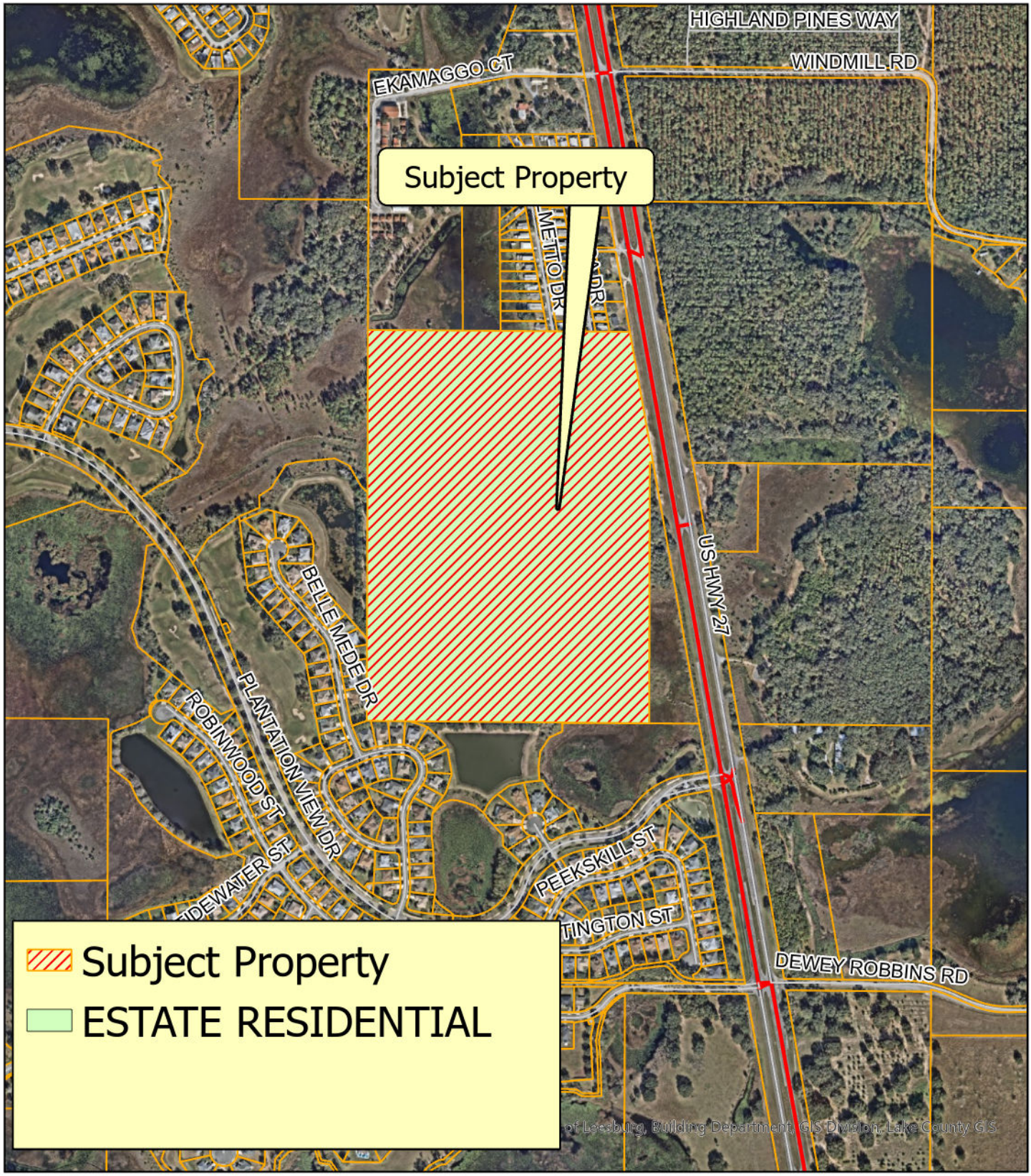
0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Proposed Future Land Use



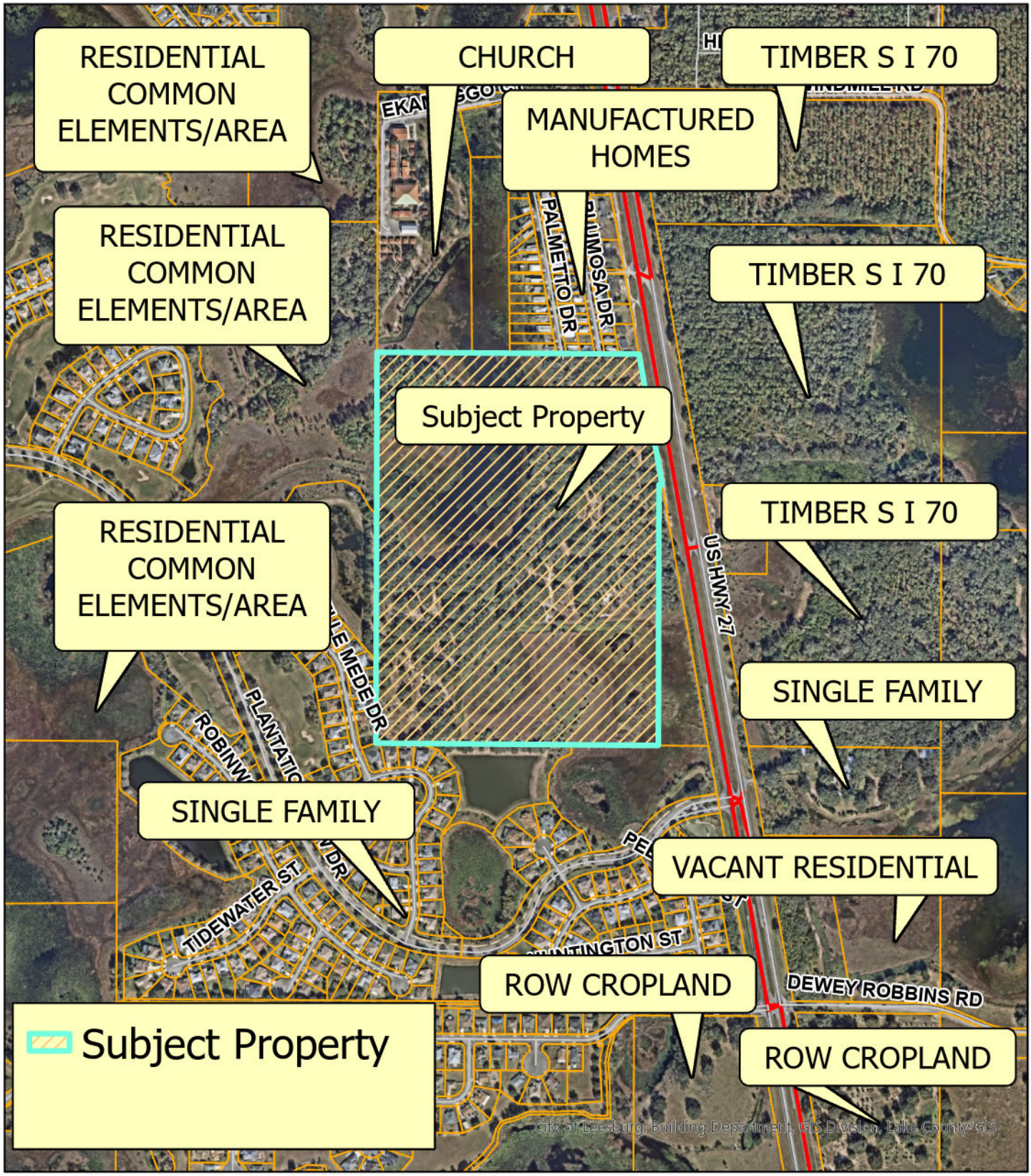
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Surrounding Land Uses



Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Close-up of sign looking south on Palmetto Drive into the subject property

Looking north on Palmetto Drive from the subject property.

Looking east on Palmetto Drive.

Looking south on Palmetto Drive into the subject property.

Looking east across Citrus Boulevard from subject property.

Close-up of sign looking south on Palmetto Drive into the subject property

Looking north on Palmetto Drive from the subject property.

Looking west on Palmetto Drive from the subject property.

Looking east on Palmetto Drive from the subject property.

Looking south on Palmetto Drive into the subject property.

Close-up of sign looking west on US Highway 27 into the subject property

Looking north along US Highway 27 from the subject property.

Looking east across US Highway 27 from the subject property.

Looking south along US Highway 27 from the subject property.

Looking west from US Highway 27 into the subject property.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: September 14, 2026

From: Dan Miller, (Planning and Zoning Director), Mel Ortiz, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 65.0 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), for a property generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, as legally described in Section 36, Township 20 South, Range 24 East, in Lake County, Florida; and providing an effective date. (JCQ Leesburg Palmetto Drive RZ)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use (residential and commercial) development.

Analysis:
The project site is approximately 65.0 +/- acres, and is generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27 as shown on the attached maps. At this time, the property is vacant undeveloped land. The proposal will allow for a mixed-use (residential and commercial) development. The existing land uses surrounding the property are place of worship and parsonage, single family, mobile home park, residential common elements/area, vacant commercial, timber, golf course, and single family residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on June 18, 2026, and recommended approval.

Procurement Analysis:
N/A

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

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

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 65.0 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF PLANTATION VIEW DRIVE, SOUTH OF PALMETTO DRIVE, AND WEST OF U.S. HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (JCQ LEESBURG PALMETTO DRIVE RZ)

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

Section 1.

Based upon the petition of Michael Rankin (Land Planning Group (LPG), Petitioner) for JCQ 27 Acquisitions LLC of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

Legal Description:
The South 1/2 of the Southeast 1/4 of the Northeast 1/4, lying West of Highway No. 27; the South 1/2 of the Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 14th day of September 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION

PARCEL ID: 36-20-24-0001-000-00900

The South 1/2 of the Southeast 1/4 of the Northeast 1/4, lying West of Highway No. 27; the South 1/2 of the Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.

JCQ LEESBURG PALMETTO DRIVE
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
June 18th, 2026

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Michael Rankin, Land Planning Group (LPG),2050 Classique Lane, Tavares, Florida, Agent** and **"Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed use residential and commercial development consisting of approximately 65.0 acres containing a maximum of 56 detached single-family residential units, 40 townhome units, and 35 residential condominium units, with 38,000 square feet of commercial, and generally located north of Plantation View Drive, south of Palmetto Drive and Plumosa Drive, and west of US Highway 27, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Michael Rankin, Land Planning Group (LPG) 2050 Classique Lane, Tavares, Florida, as Agent** and **"Permittee"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

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

3. LAND USE

The above-described property, containing approximately 65.0 acres, shall be used for commercial and platted residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses (Residential)

1. Detached single family residential units
2. Attached single family units (Townhouses)
3. Residential units upstairs from commercial uses
4. Accessory structures for residential uses
5. Sales office in a single-family unit
6. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
7. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Permitted Uses (Commercial)

1. Commercial uses as shown in the C-3 Highway Commercial zoning district except as otherwise prohibited herein.

C. Prohibited Uses

1. Duplex/Triplex/Multi-family uses
2. Automotive sales & repair
3. Internet cafes
4. Check cashing stores
5. Thrift stores
6. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
7. The developer or their assigns or heirs, or site owners or their assigns or heirs or successors in title, acknowledge and agree that the lands lying under the development standards set forth in this Planned Unit Development Agreement or lands zoned as industrial or commercial uses shall not be developed as a Live Local Act development pursuant to Florida Statute Section 166.04151(7) and Florida Statute Section 420.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of **131 residential units**, at a gross density of **2.01** units per acre, and a maximum of **38,000 square feet** of commercial space, on the approximately 65-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. All commercial, townhouse and upstairs residential lots shall front on U.S. Highway 27. All single family detached lots shall be located such that they do not have frontage on U.S. Highway 27.

C. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums as described herein.

D. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Façades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65**%**. Community and private swimming pools shall not count toward the impervious surface calculation.

E. The minimum lot development standards shall be:

1. For 50-foot lots:

a. All lots having a minimum of fifty (50) feet in width shall be located in such a manner that they are not directly adjacent to, and do not share a common border with "The Plantation at Leesburg" subdivision.
b. Minimum house size: 1,600 square feet living area.
c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
d. Minimum lot size shall be 6,000 square feet.
e. Minimum lot width: 50 feet
f. Minimum lot depth: 120 feet
g. Minimum building setbacks, *as measured from property line to vertical wall of structure:*
   - Front – 25 feet;
   - Porch – 20 feet *as measured property line to front of porch, porch must be a minimum width of 5 feet.*
   - Rear – 18 feet;
   - Side – 5 feet;
   - Corner Side – 15 feet.

2. For 70-foot lots:

a. All lots bordering the western or southern boundary of the subject property, which are located directly adjacent to, and share a common property line with "The Plantation at Leesburg" development, shall have a minimum lot width of seventy (70) feet.
b. Minimum house size: 1,700 square feet.
c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
d. Minimum lot size shall be 8,400 square feet.
e. Minimum width: 70 feet
f. Minimum depth: 120 feet
g. Minimum building setbacks, *as measured from property line to vertical wall of structure:*
   - Front – 25 feet;

- Porch – 20 feet- *as measured property line to front of porch, porch must be a minimum width of 5 feet.*
- Rear – 18 feet;
- Side – 5 feet;
- Corner Side – 15 feet.

3. Townhomes

a. A maximum of forty (40) lots may be used for townhouse development ans shall have a minimum lot width of twenty (20) feet per unit.
b. Minimum house size: 1,600 square feet living area.
c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
d. Minimum lot size shall be 2,000 square feet.
e. Minimum lot width: 20 feet
f. Minimum lot depth: 100 feet
g. Minimum building setbacks, as measured from property line to structure:
   - Front – 25 feet;
   - Porch – 20 feet (porch must be a minimum width of 5 feet).
   - Rear – 18 feet;
   - Side – 5 feet;
   - Corner Side – 15 feet.

4. 2nd Floor Residential units adjacent to U.S. 27

a. A maximum of 35 residential units may be located above the commercial development directly adjacent to U.S. Highway 27.
b. Minimum unit size: 750 square feet living area.

5. For all single-family and townhome structures:

a. Each residential structure shall have a minimum two car garage.
b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
c. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
d. Building Height
   1. Adjacent to "the Plantation at Leesburg: one 1 story, or 16 feet.
   2. Non-adjacent to "The Plantation at Leesburg: two (2) stories or 35 feet.
e. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than thirty percent (30%) of the required rear yard.
f. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.

g. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks".
h. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

F. Easements:

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

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.

2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).

3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.

4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director, or designee, for compliance prior at time of site plan review.

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

D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.

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

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum **of 35% open space** shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

C. A spilt-rail fence, of wood, wrought iron, vinyl/synthetic, or comparable construction, as approved by Planning & Zoning Director, or designee, shall be installed along the entirety of the US Highway 27 frontage of the subject property. This split- rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. All lots platted for the purpose of residential development adjacent to "The Plantation at Leesburg" shall have a six-foot opaque fence or wall installed on the rear lot property line. Said fence shall be maintained by the property owner.

D. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and any subsequent Phasing Plan.

E. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.

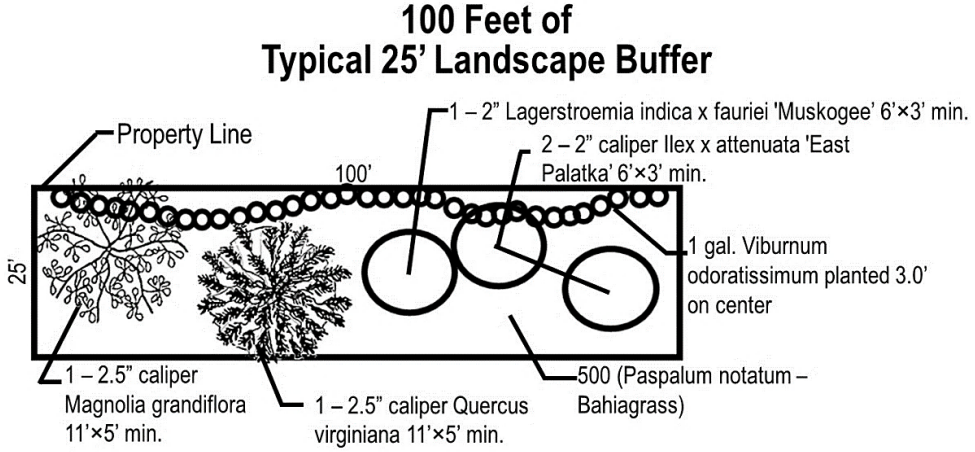
F. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

G. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



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

H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director, or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" and "Perfect Plants for Pollinators" will also be acceptable.

I. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.

J. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

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

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

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

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

M. Private wells shall not be permitted within the site, or within individual lots, or within common areas under the control of an HOA or other like entity, lying under the jurisdiction of this Planned Unit Development Agreement.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least **one (1) primary** access point on US Highway 27, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. The primary access point(s) on US Highway 27 shall be constructed as a "boulevard-type" roadways, having a landscaped median area of at least eight (8) feet in width, and

designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.

2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.

3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. The development west of US Highway 27 shall also provide a stabilized emergency access point onto US Highway 27, designed to allow emergency vehicles to access the development, and pursuant to Lake County approval and other applicable jurisdictional requirements.

D. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

E. Each required primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

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

G. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C,** as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.

2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.

H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

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

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

C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended. One of the following options, or a combination of the below two options, shall be considered to satisfy the above requirement:

1. A natural gas water heater, and a natural gas furnace or Hydro-heat; or

2. A natural gas water heater and natural gas stove, or natural gas dryer.

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

10. STORMWATER/DRAINAGE MANAGEMENT

A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

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

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

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

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

C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

11. WETLANDS, FLOOD ZONES & WILDLIFE

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

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management

District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

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

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

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

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

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

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

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (26,200 square feet), or 0.6 total acres.

B. Recreational requirements shall include at least one primary active recreation. This area may include such uses as a children's playground with equipment, dog park area or gazebo, and shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units, for the development.

1. Retention/open space areas may be included in the design of the development and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be credited for activities such as, but not limited to:

1. Dog park, trail, playground, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

B. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

C. Common areas – The owner an all successors in title to the common areas of the property shall be responsible for perpetual maintenance of the land described in this document. This shall include the continual care and maintenance of all common areas, lands owned, dedicated or otherwise committed or dedicated to the Property Owner's Association, Home Owner's Association, Community Development District, or other management entity.

D. Individual residential lots—The owners and all successors in title to individual residential lots shall be responsible for perpetual maintenance of the land described in this document. Individual residential lot owners may be exempt from this section if maintenance for individual residential lots is otherwise provided for in legally recorded covenants and restrictions, agreements, Property Owner's Association, Home Owner's Association, Community Development District, or other management entity which assigns maintenance.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities
   a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

   b. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

D. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

IN WITNESS WHEREOF, Owner has signed this Agreement.

WITNESSES:	**OWNER(S):**
Signature	Signature
Type or print name of witness	Type or print name of party
Signature	Signature
Type or print name of witness	Type or print name of party

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of June , 2026 .

by _____.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____.

NOTARY SIGNATURE

NOTARY PUBLIC SEAL

NOTARY PRINTED NAME

EXHIBIT B **LEGAL DESCRIPTION**

THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼, LYING WEST OF HIGHWAY NO. 27; THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼; AND THE NORTHWEST ¼ OF THE SOUTHEAST ¼; ALL IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT C **CONCEPTUAL SITE PLAN**

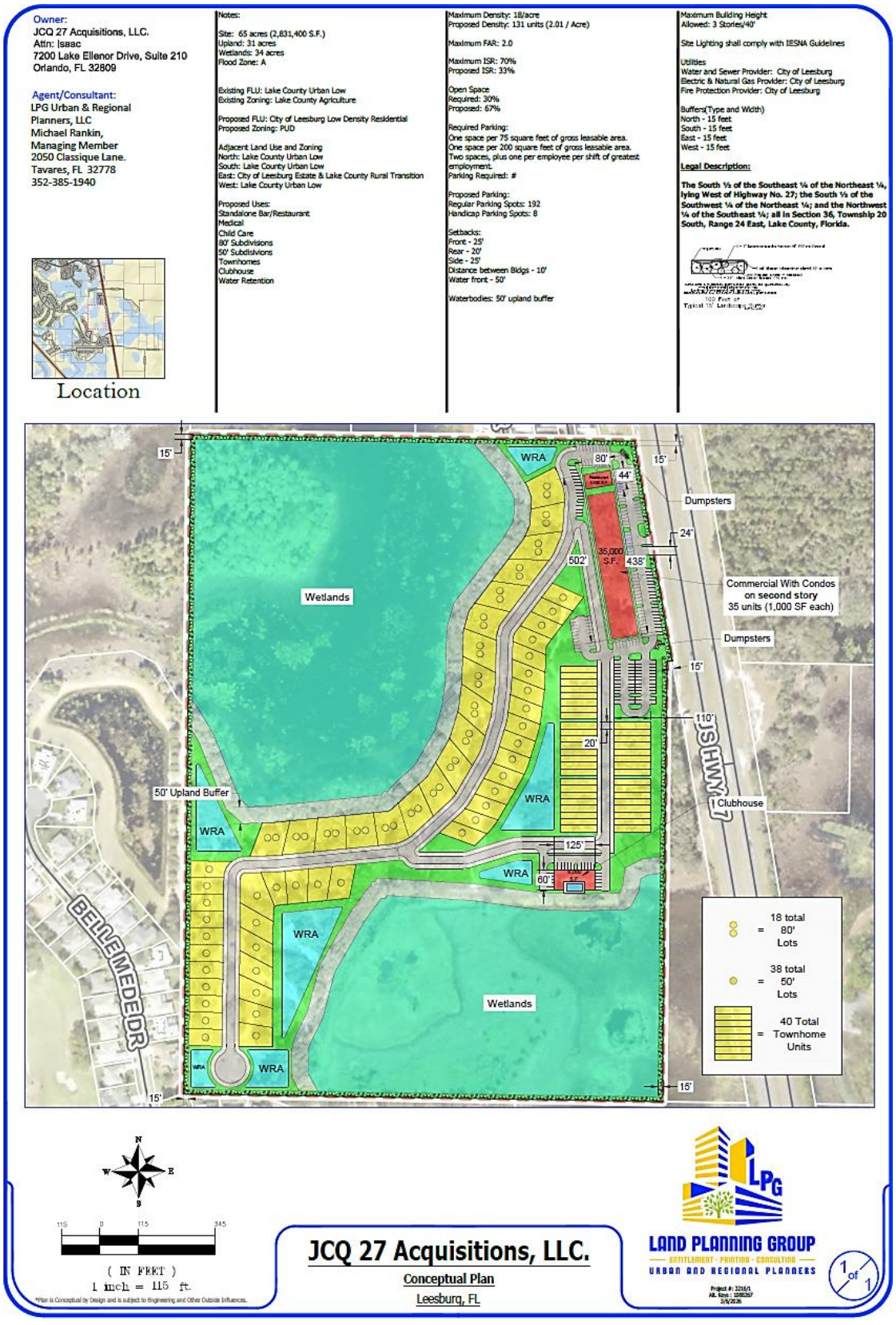


EXHIBIT C

CONCEPTUAL SITE PLAN CONTINUED

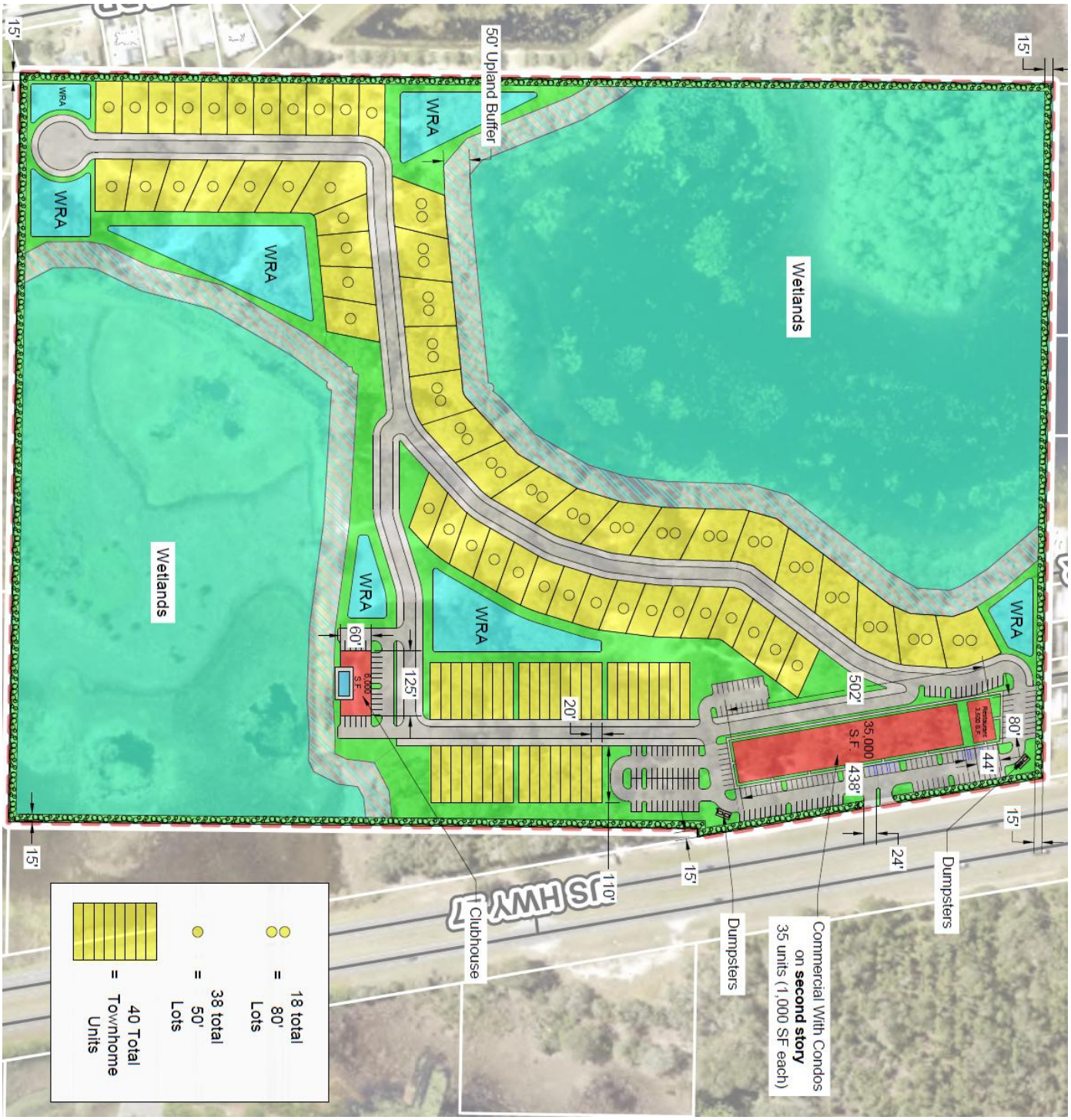


EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

COMMERCIAL

MIXED USE

SINGLE FAMILY DETACHED

TOWNHOMES

Examples of Acceptable / Unacceptable Lighting Fixtures

EXHIBIT F **REPRESENTATIVE FENCE EXAMPLES**

Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence & Shoreline Vinyl

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

Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products & Peerless Fence

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

EXHIBIT G **DIVIDED BOULEVARD AND PLANTINGS EXAMPLES**

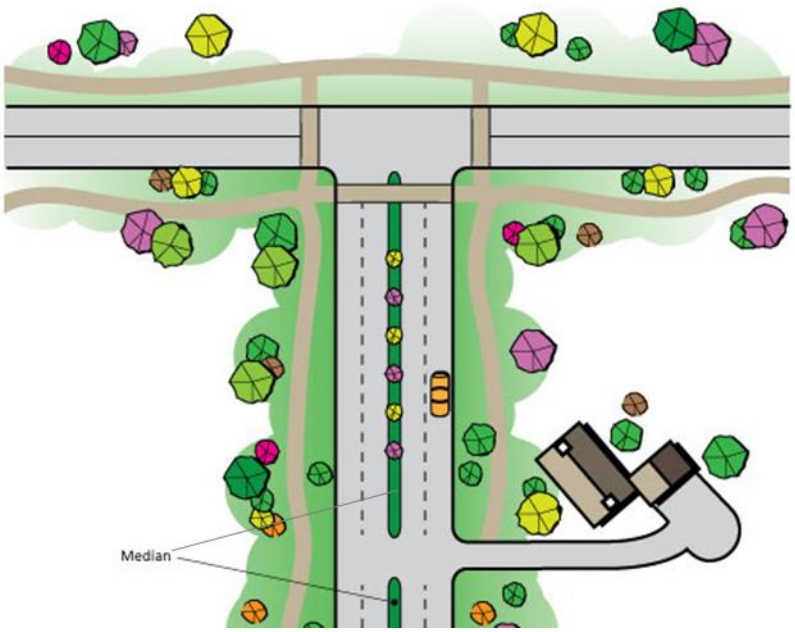


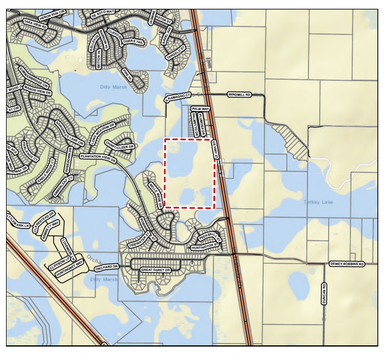
Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

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

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

Owner:
JCQ 27 Acquisitions, LLC.
Attn: Isaac
7200 Lake Ellenor Drive, Suite 210
Orlando, FL 32809

Agent/Consultant:
LPG Urban & Regional Planners, LLC
Michael Rankin,
Managing Member
2050 Classique Lane.
Tavares, FL 32778
352-385-1940



Location

Notes:

Site: 65 acres (2,831,400 S.F.)
Upland: 31 acres
Wetlands: 34 acres
Flood Zone: A

Existing FLU: Lake County Urban Low
Existing Zoning: Lake County Agriculture

Proposed FLU: City of Leesburg Low Density Residential
Proposed Zoning: PUD

Adjacent Land Use and Zoning
North: Lake County Urban Low
South: Lake County Urban Low
East: City of Leesburg Estate & Lake County Rural Transition
West: Lake County Urban Low

Proposed Uses:
Standalone Bar/Restaurant
Medical
Child Care
50' Subdisivions - 84 Units
70's Subdivisions - 8 Units
Condominiums - 31 Units
Clubhouse
Water Retention

Maximum Density: 1170 Units (18 Units / Acre)
Proposed Density: 123 Units (1.89 Units / Acre)

Maximum FAR: 2.0

Maximum ISR: 70%
Proposed ISR: 28%

Open Space
Required: 30%
Proposed: 72%

Required Parking:
Restaurant, fast-food; restaurant, general - One space per 75 square feet of gross leasable area.
Retail, general - One space per 250 square feet of gross leasable area.
Two spaces, plus one per employee per shift of greatest employment.
Parks and recreation, active (except golf course) - To be determined by per (g).
Parking Required: 175 + TBD

Proposed Parking:
Regular Parking Spots: 198
Handicap Parking Spots: 6

Setbacks:
Front - 25'
Rear - 20'
Side - 25'
Distance between Bldgs - 10'
Water front - 50'

Waterbodies: 50' upland buffer

Maximum Building Height
Allowed: 3 Stories/40'

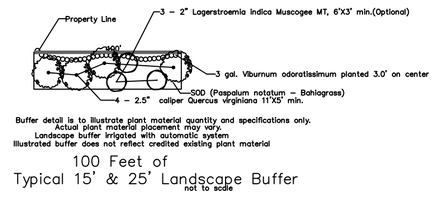
Site Lighting shall comply with IESNA Guidelines

Utilities
Water and Sewer Provider: City of Leesburg
Electric & Natural Gas Provider: City of Leesburg
Fire Protection Provider: City of Leesburg

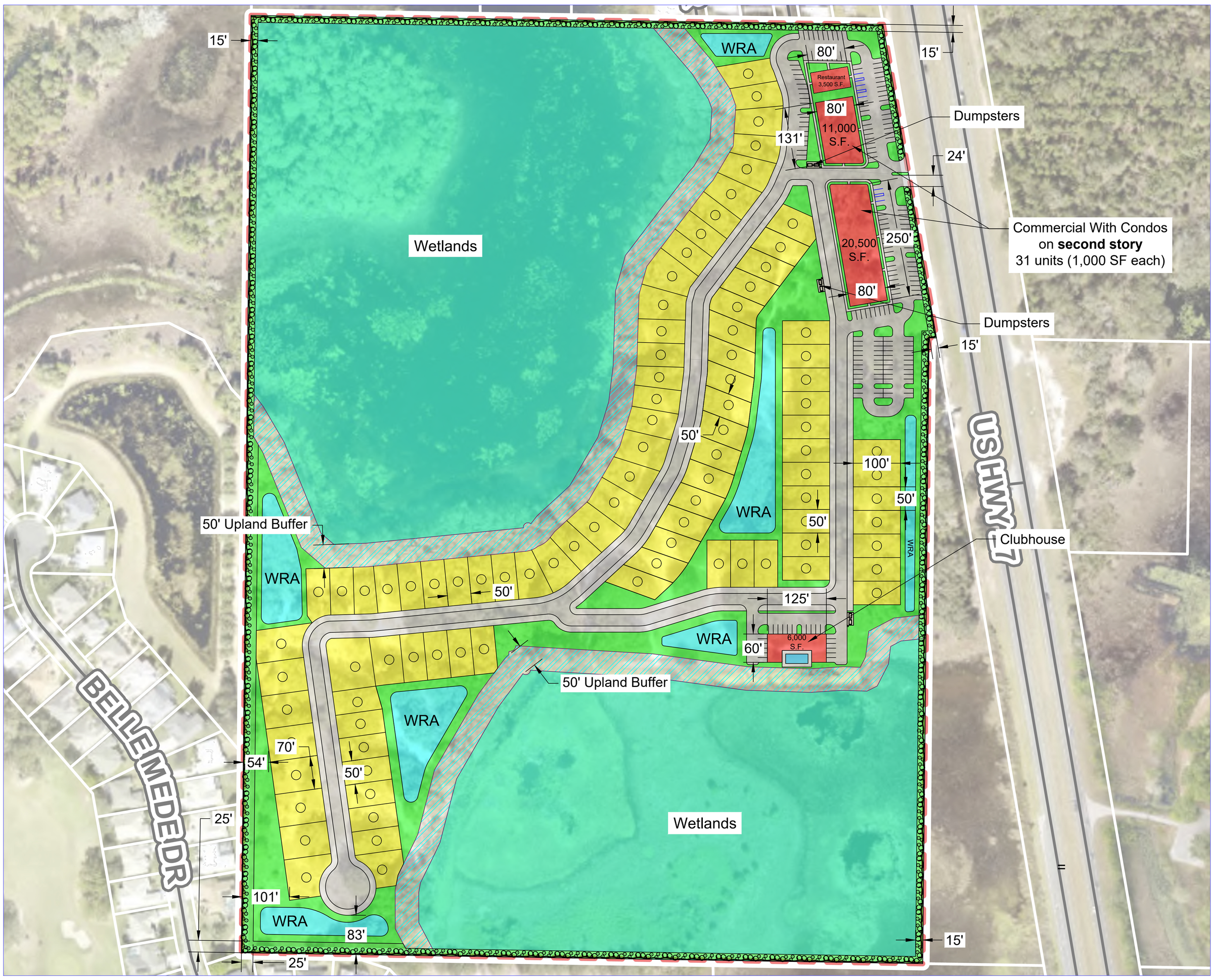
Buffers(Type and Width)
North - 15 feet
South - 15 feet & 25 feet
East - 15 feet & 25 feet
West - 15 feet

Legal Description:

The South ½ of the Southeast ¼ of the Northeast ¼, lying West of Highway No. 27; the South ½ of the Southwest ¼ of the Northeast ¼; and the Northwest ¼ of the Southeast ¼; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.



100 Feet of
Typical 15' & 25' Landscape Buffer
not to scale



N
W E
S

115 0 115 345

(IN FEET)
1 inch = 115 ft.

*Plan is Conceptual by Design and is subject to Engineering and Other Outside Influences.

JCQ 27 Acquisitions, LLC.

Conceptual Plan

Leesburg, FL

LAND PLANNING GROUP
ENTITLEMENT · PRINTING · CONSULTING
URBAN AND REGIONAL PLANNERS

Project #: 2216/1
Alt. Keys : 1088267
8/3/2026

1 of 1

Extended Aerial

Planning & Zoning Department

N

0 360 720 Feet

JCQ Leesburg Palmetto Drive

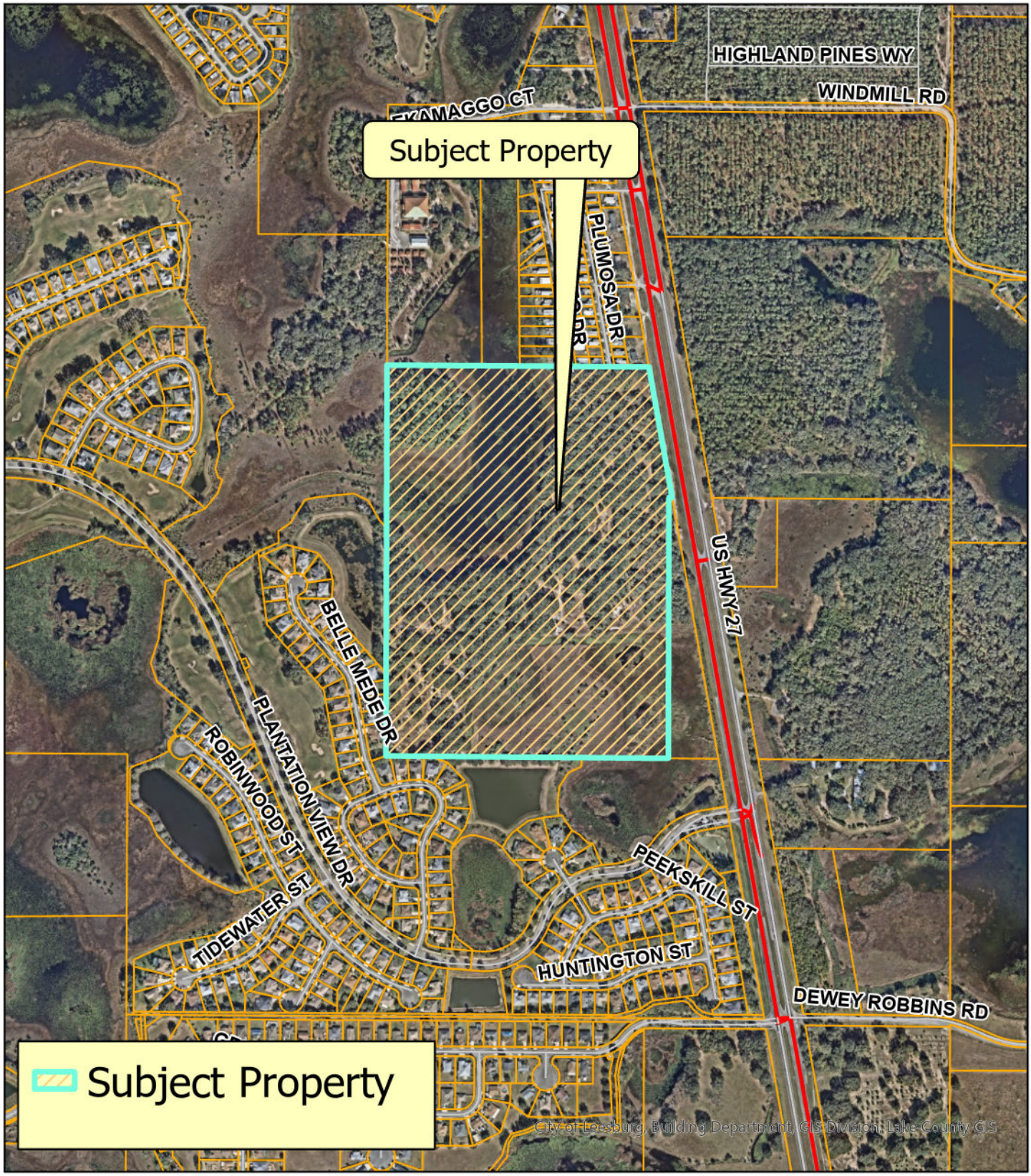
ANNX-26-983, LSCP-26-984, RZ-26-985

Alternate Key: 1088267

Section 36, Township 20 South, Range 24 East

Date: 6/1/2026

Aerial



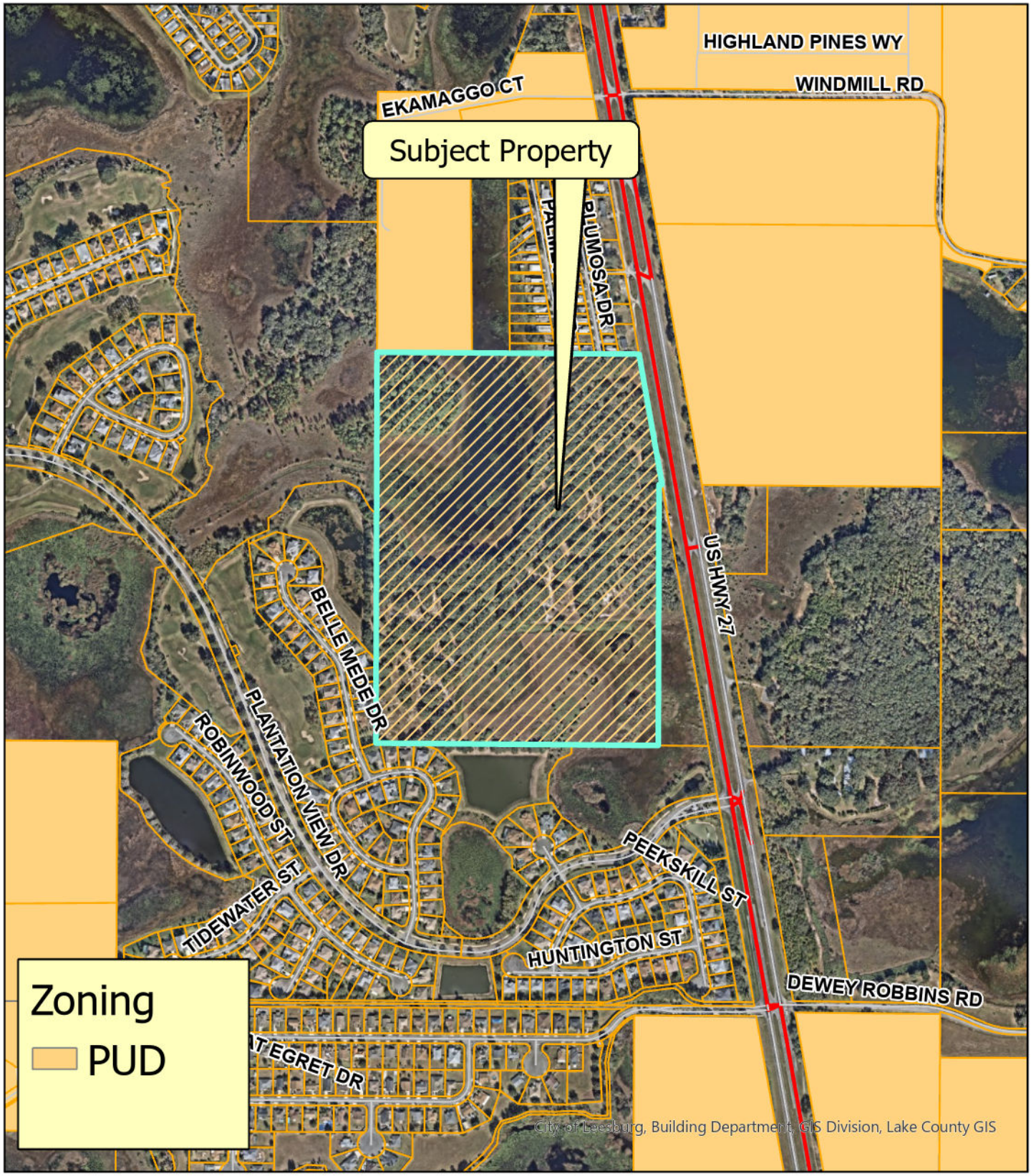
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
May 28, 2026

Zoning



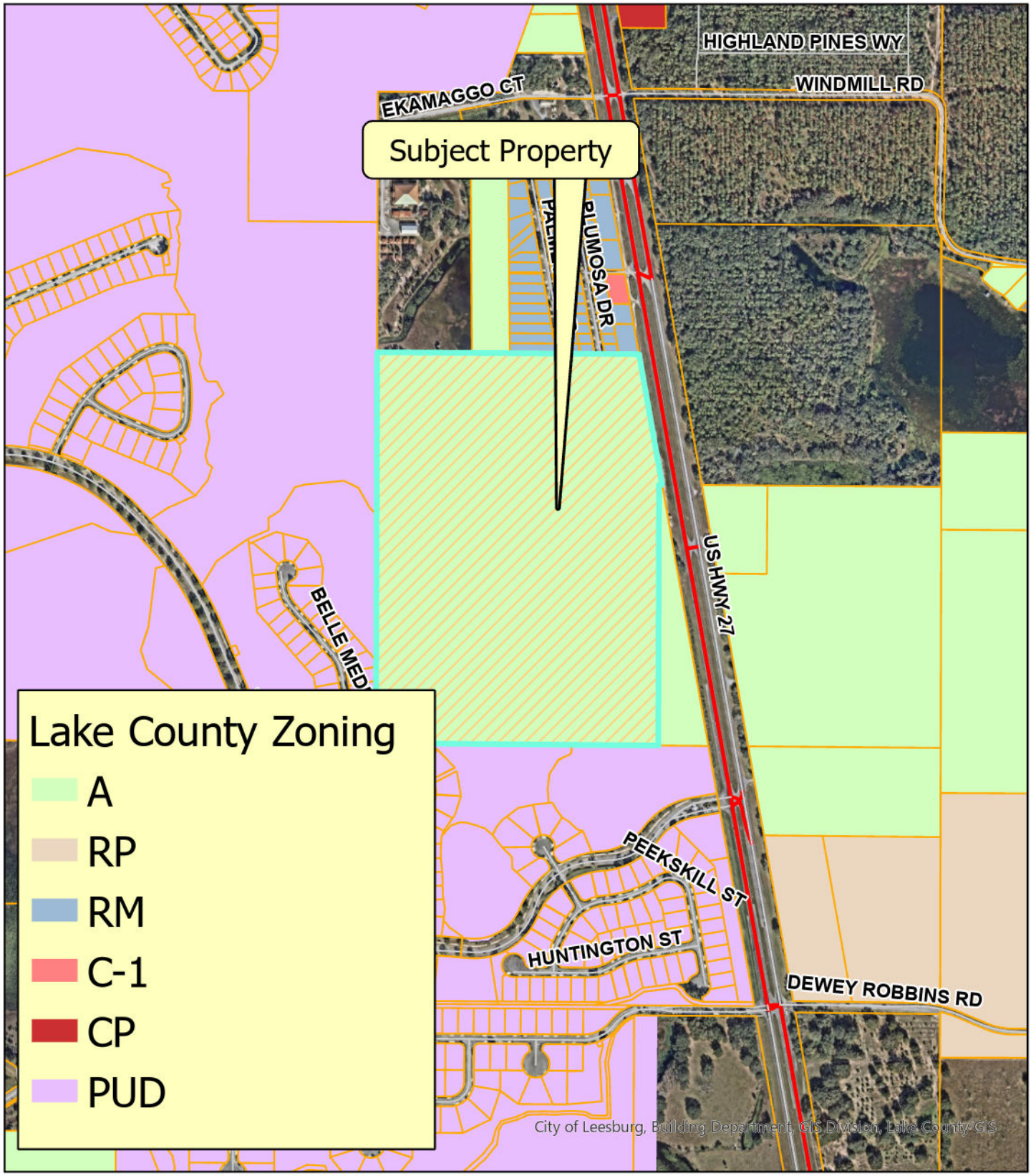
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Lake County Zoning



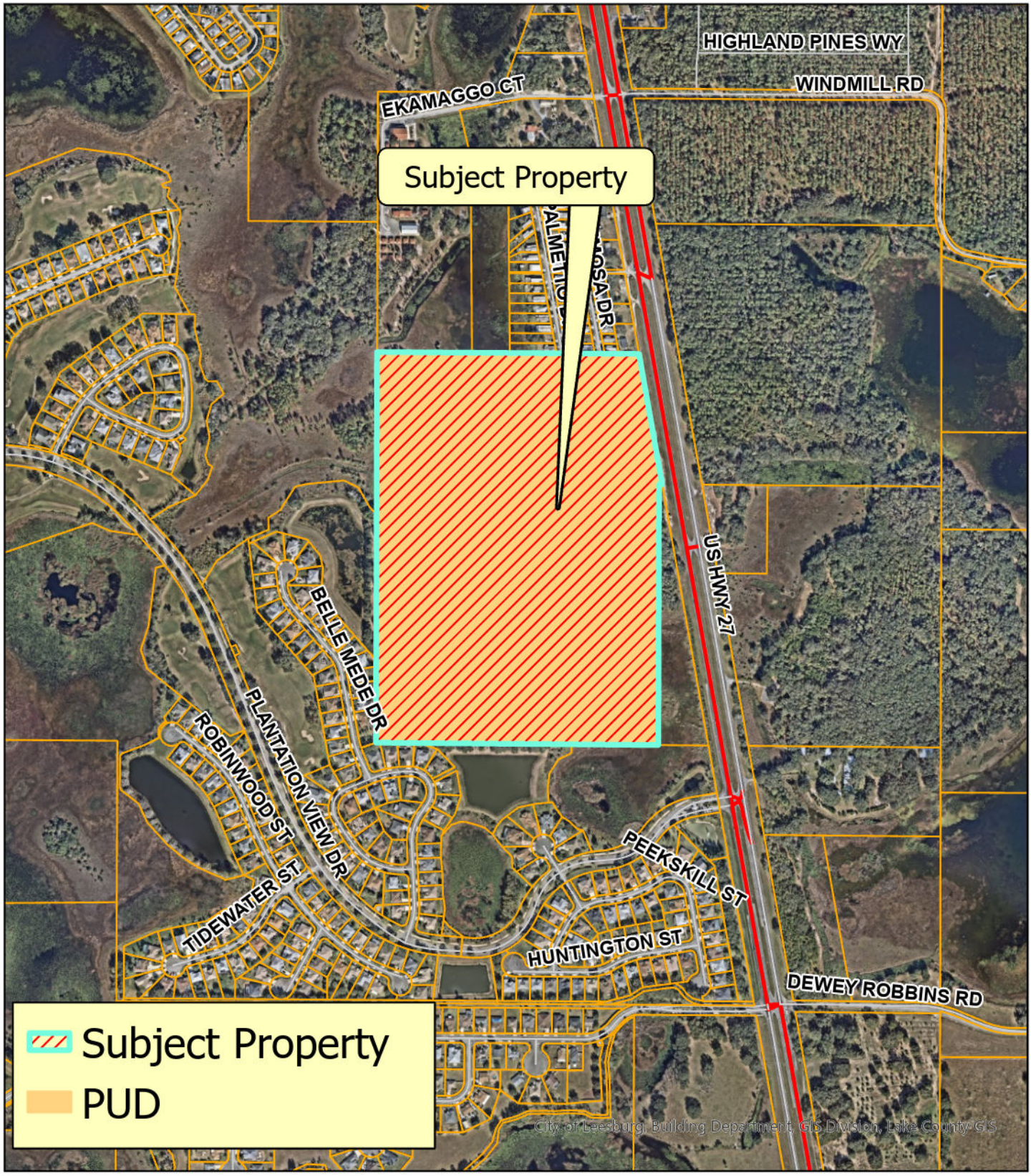
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Proposed Zoning



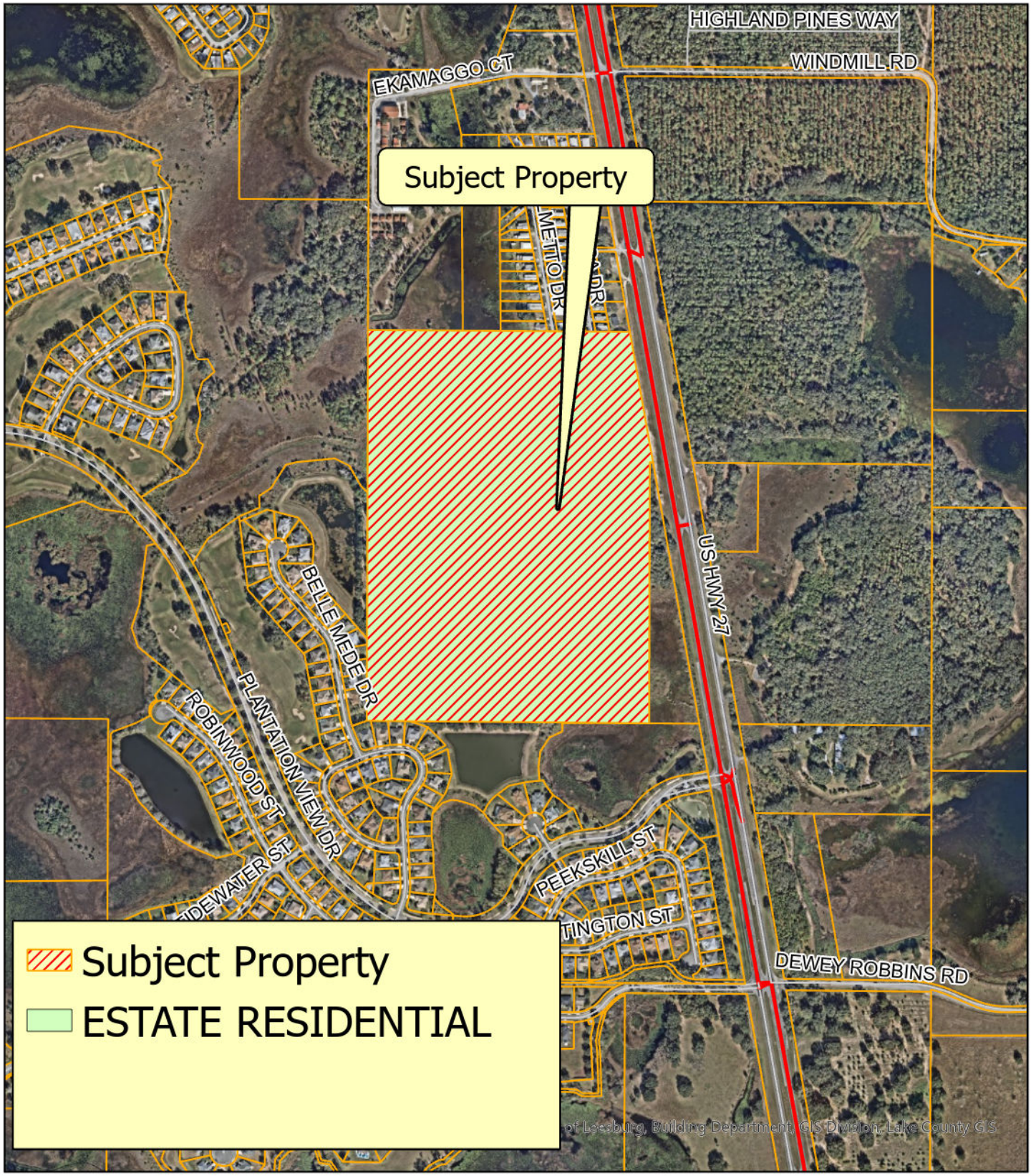
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Proposed Future Land Use



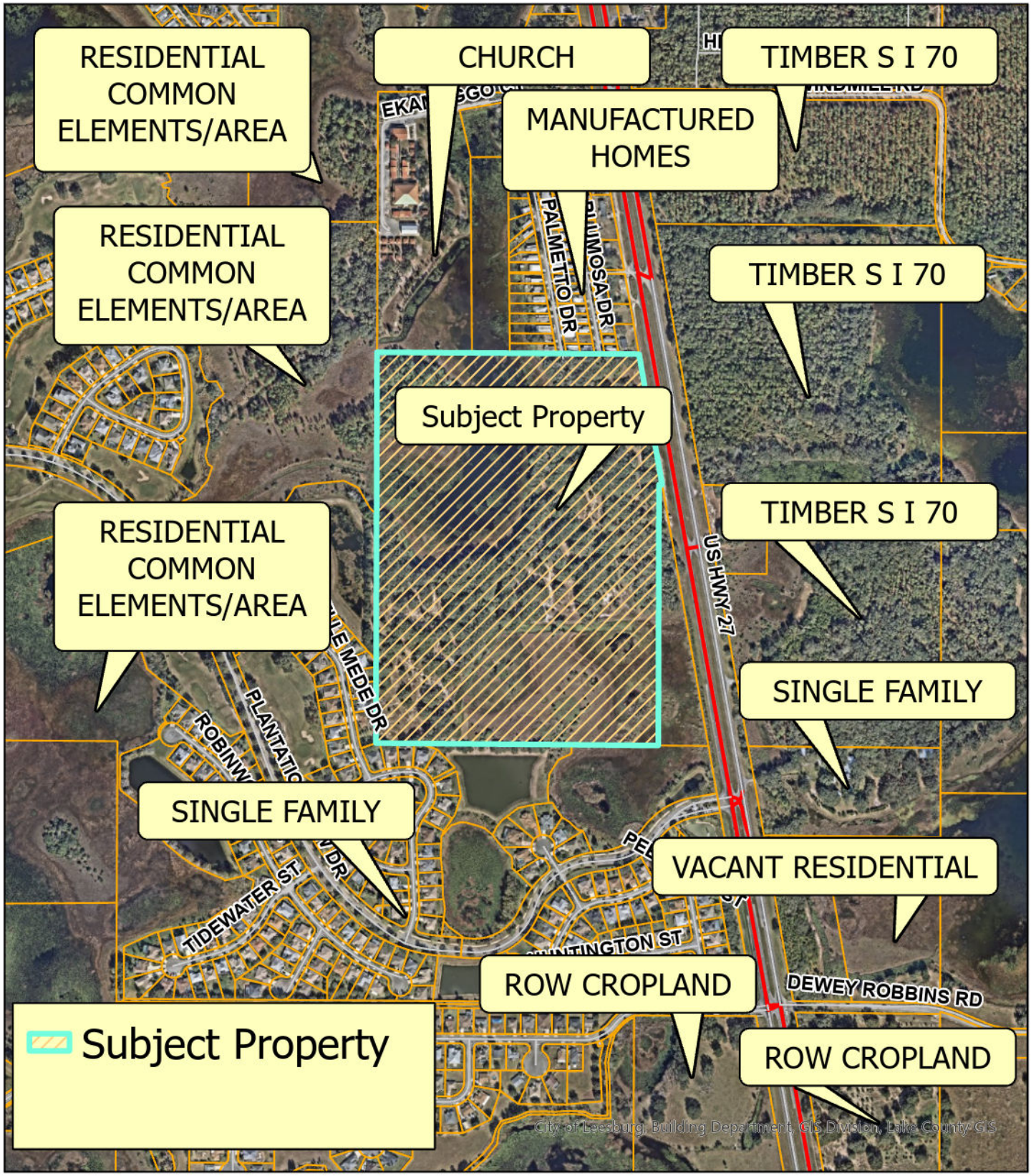
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Surrounding Land Uses



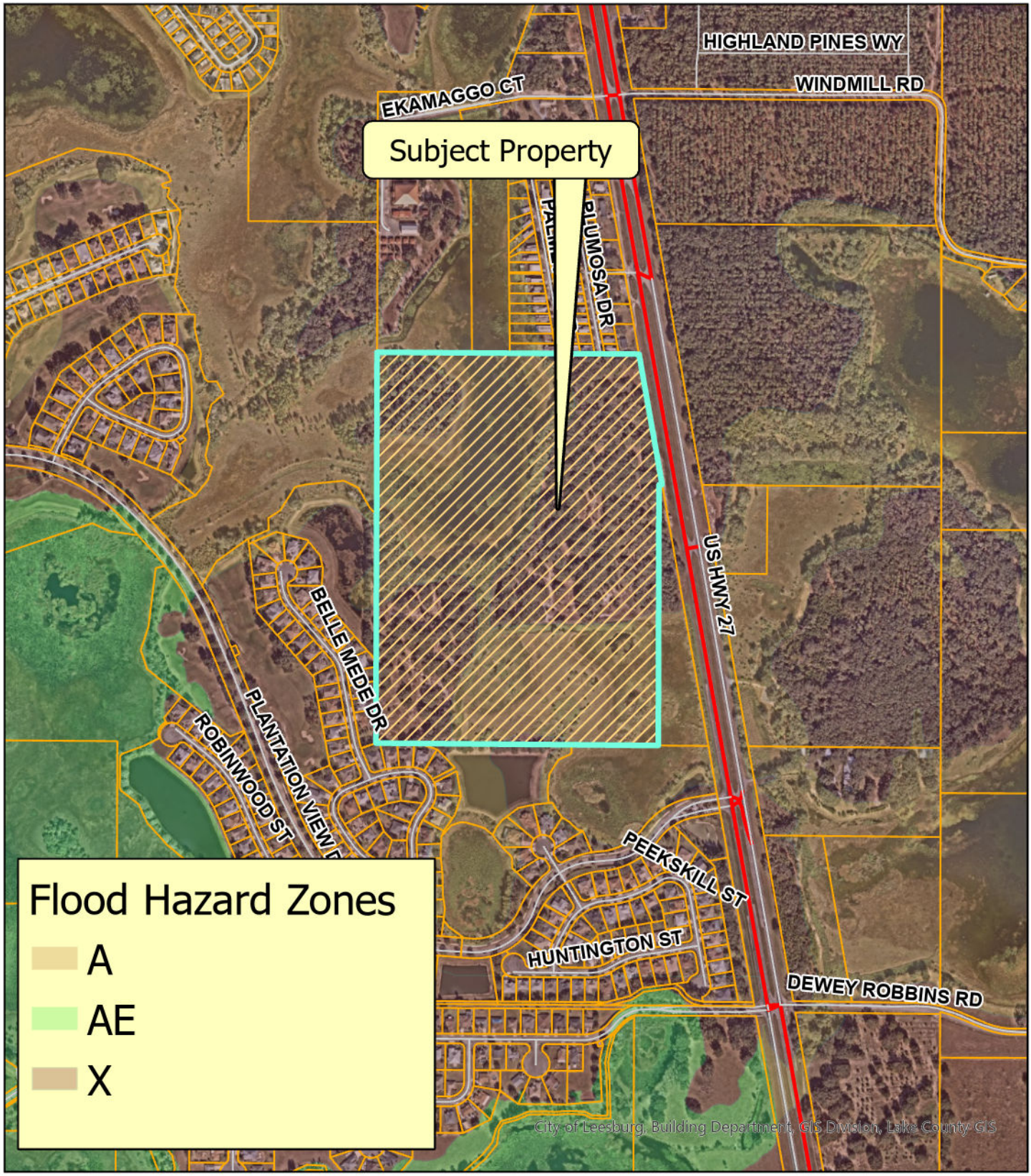
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Flood Hazard Zones



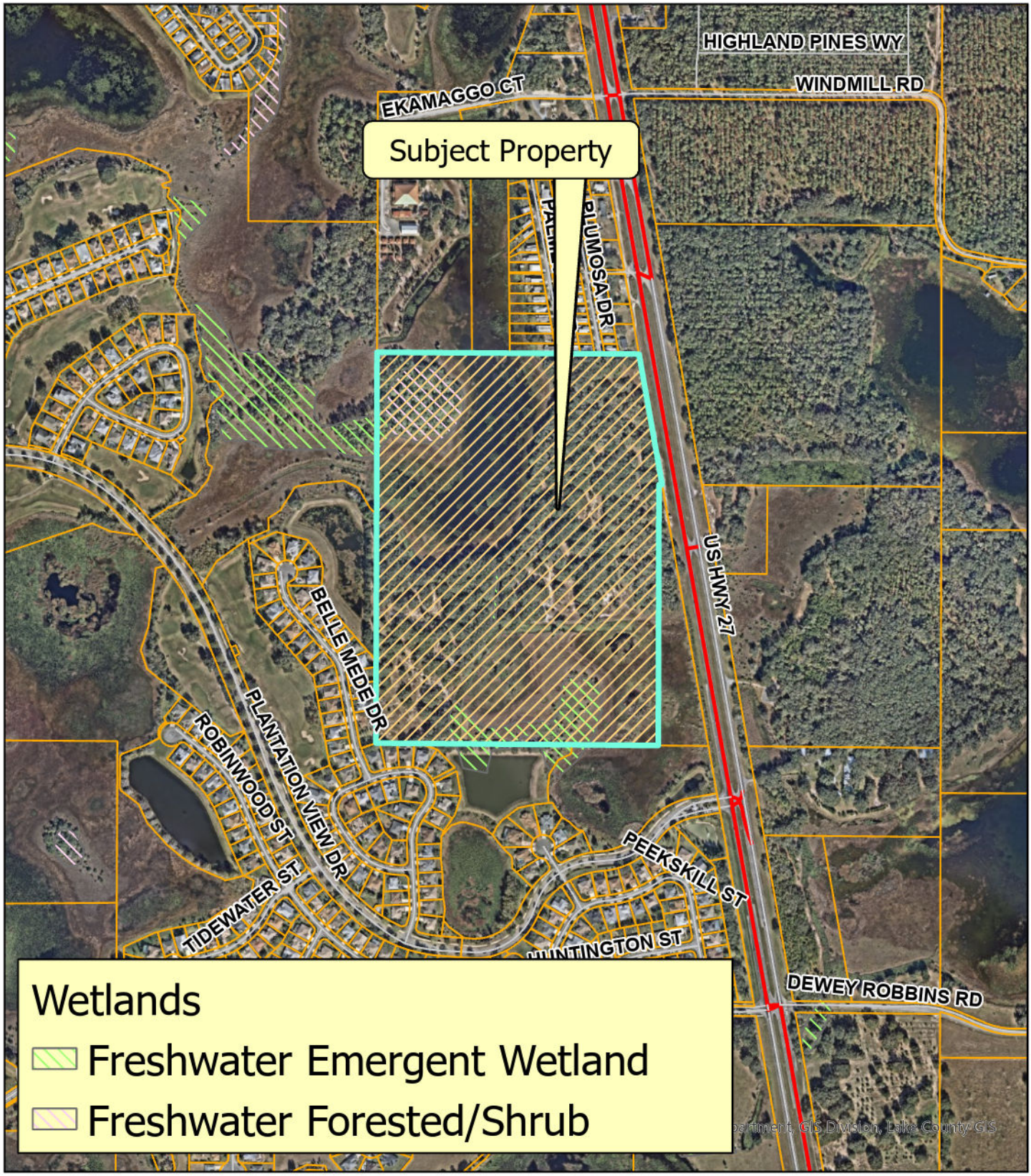
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Wetlands



Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Close-up of sign looking south on Palmetto Drive into the subject property

Looking north on Palmetto Drive from the subject property.

Looking east on Palmetto Drive.

Looking south on Palmetto Drive into the subject property.

Looking east across Citrus Boulevard from subject property.

Close-up of sign looking south on Palmetto Drive into the subject property

Looking north on Palmetto Drive from the subject property.

Looking west on Palmetto Drive from the subject property.

Looking east on Palmetto Drive from the subject property.

Looking south on Palmetto Drive into the subject property.

Close-up of sign looking west on US Highway 27 into the subject property

Looking north along US Highway 27 from the subject property.

Looking east across US Highway 27 from the subject property.

Looking south along US Highway 27 from the subject property.

Looking west from US Highway 27 into the subject property.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: September 14, 2026

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 118.05 +/- acres; and being generally located south of CR 48, north of Shady Grove Road, and east of the Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Merritt Ranch ANNX)

Staff Recommendation:
The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 118.05 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 118.05 +/- acres, generally located south of CR 48, north of Shady Grove Road, and east of the Sumter County Line, as shown on the attached Extended Aerial Map. At this time, the property is undeveloped pasture, timberland, and residential. The current zoning is Lake County A (Agriculture). The reason for this request is for the developer to utilize City utilities.

The property is surrounded by Lake County A (Agriculture), City R-1-A (Single Family Residential) and ARD (Age Restricted Development). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, the proposed request is consistent with the surrounding properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the Planning Commission at the public hearing held on June 18, 2026.

Procurement Analysis:
N/A

Options:
1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 118.05 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 48, NORTH OF SHADY GROVE ROAD, AND EAST OF THE SUMTER COUNTY LINE, LYING IN SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (MERRITT RANCH ANNX)

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

Section 1.

Based upon the petition of Erika Hughes, RVi (Agent), on behalf of Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of September 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Parcel 07-21-24-0003-000-00800

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

Parcel 07-21-24-0002-000-01300

A PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE WEST 1/4 CORNER OF SAID SECTION 7 RUN N. 89°30'00" E. ALONG THE EAST-WEST MID-SECTION LINE 900.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN N. 0°57'50" W. 235.0 FEET; THENCE N. 89°30'00" E. 425.0 FEET; THENCE S. 0°57'50" E. 515.00 FEET; THENCE S. 89°30'00" W. 425.0 FEET; THENCE N. 0°57'50" W. 280.0 FEET TO THE POINT OF BEGINNING.

Parcel 07-21-24-0002-000-01400

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Parcel 07-21-24-0002-000-01500

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

FROM THE WEST 1/4 CORNER OF SAID SECTION 7, RUN EAST 900.48 FEET TO POINT OF BEGINNING, THENCE RUN NORTH 235 FEET, EAST 425 FEET, SOUTH 515 FEET, WEST 425 FEET, NORTH 280 FEET TO POINT OF BEGINNING, SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Parcel 07-21-24-0002-000-00603

FROM THE NORTHWEST CORNER SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, RUN SOUTH 1669.4 FEET; THENCE EAST 1155 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 315.69 FEET; THENCE EAST 660 FEET; THENCE NORTH 61.05 FEET; THENCE EAST 80 FEET; THENCE NORTH 380.20 FEET; THENCE WEST 80 FEET; THENCE NORTH 218.75 FEET; THENCE WEST 230 FEET; THENCE NORTH

475.6 FEET; THENCE S. 73°07'00" W., 366.5 FEET; THENCE S. 43°24'00" W., 426.34 FEET; THENCE SOUTH 407.82 FEET; THENCE N. 88°50'00" E. TO POINT OF BEGINNING.

Parcel 07-21-24-0003-000-02400

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 1/2 THEREOF, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

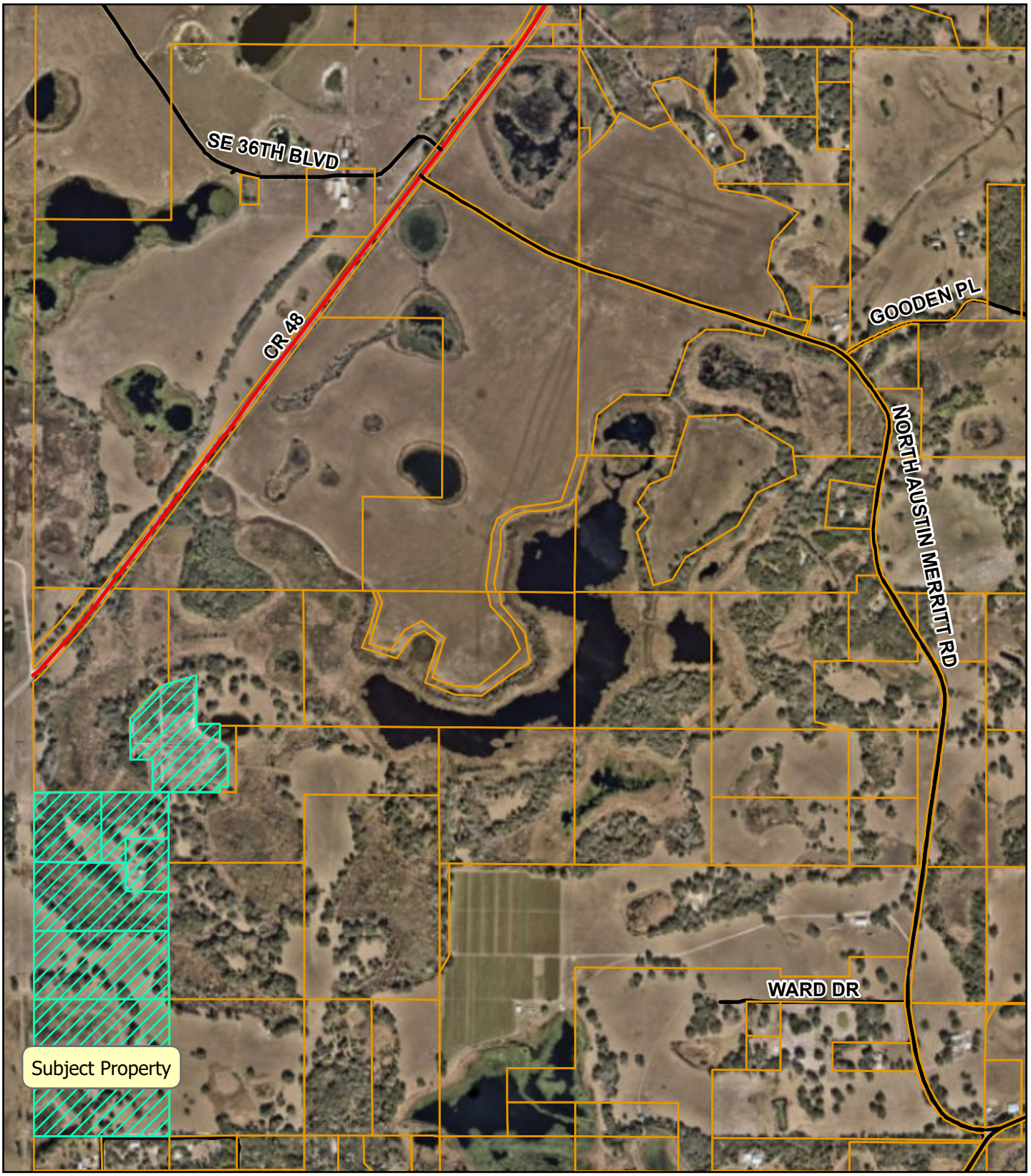
LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

Parcel 07-21-24-0003-000-00900

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Extended Aerial



Planning & Zoning Department

N

0 550 1,100 Feet

Merritt Ranch

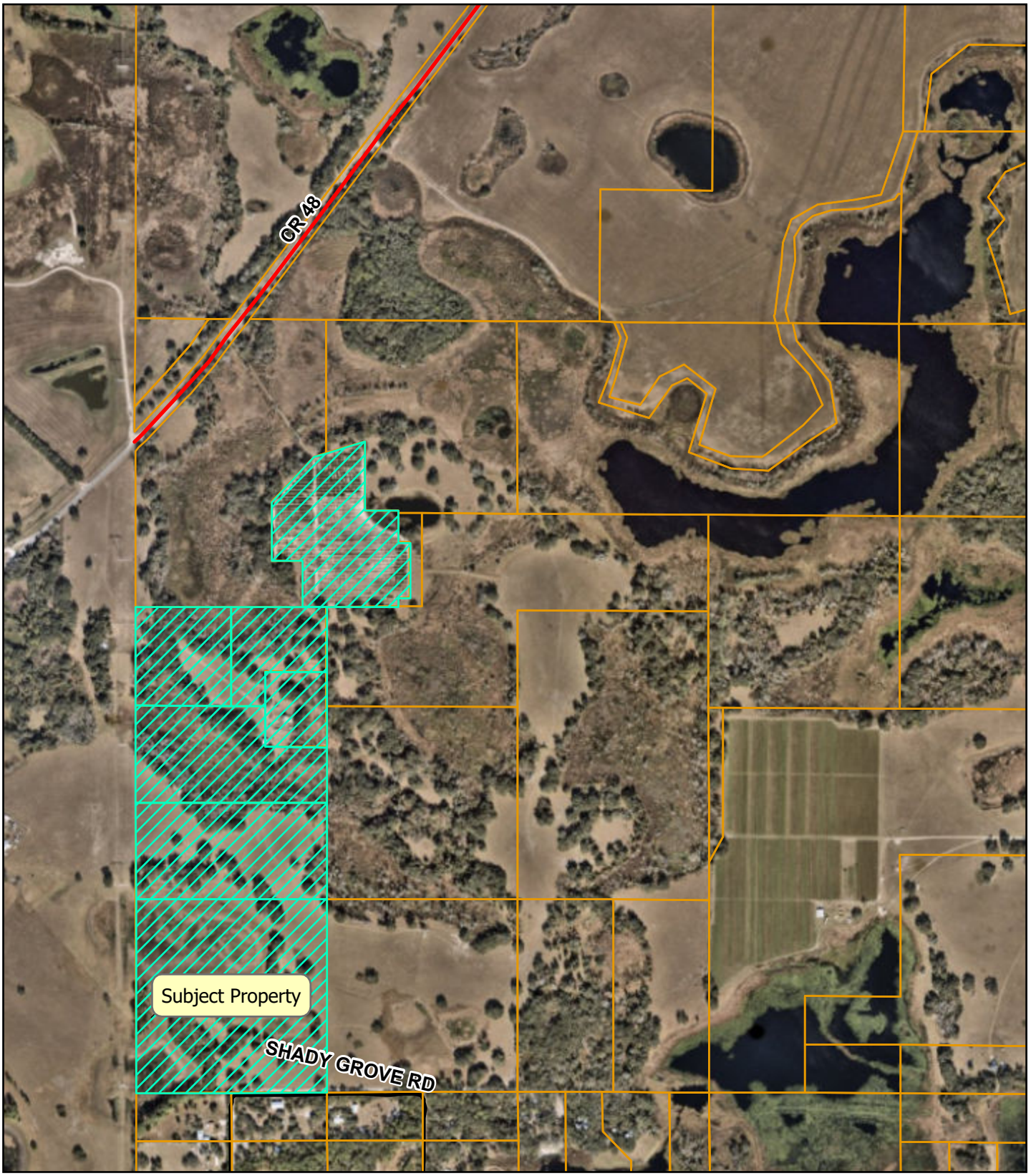
ANNX-26-904

1741912, 3357990, 3613422, 1741921, 3870239, 1088356, 1111358

Section 07, Township 21 South, Range 24 East

Date: 7/15/2026

Aerial



Planning & Zoning Department

N

0 410 820 Feet

Merritt Ranch

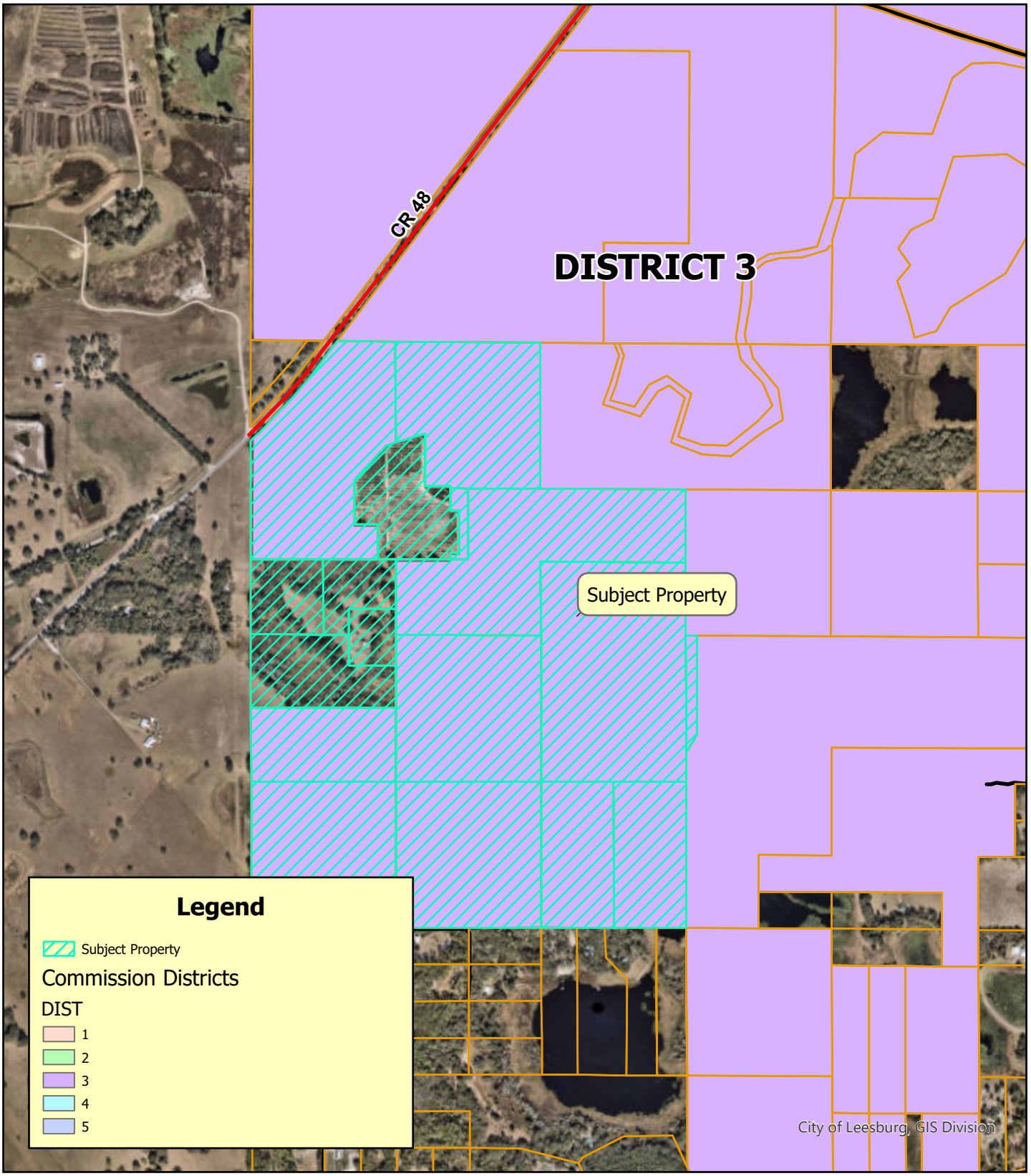
ANNX-26-904

1741912, 3357990, 3613422, 1741921, 3870239, 1088356, 1111358

Section 07, Township 21 South, Range 24 East

Date: 7/15/2026

Commission District



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

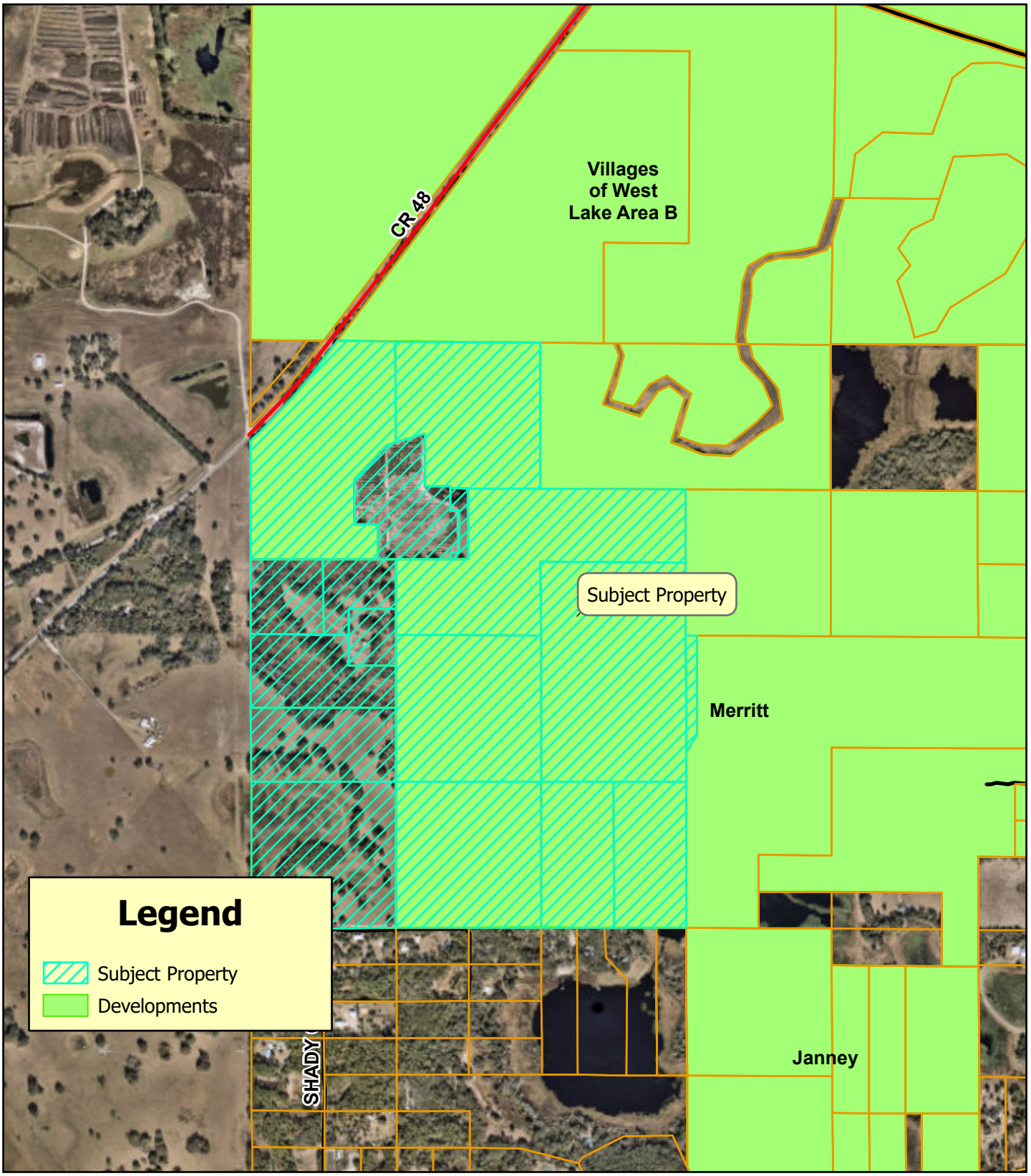
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Developments



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

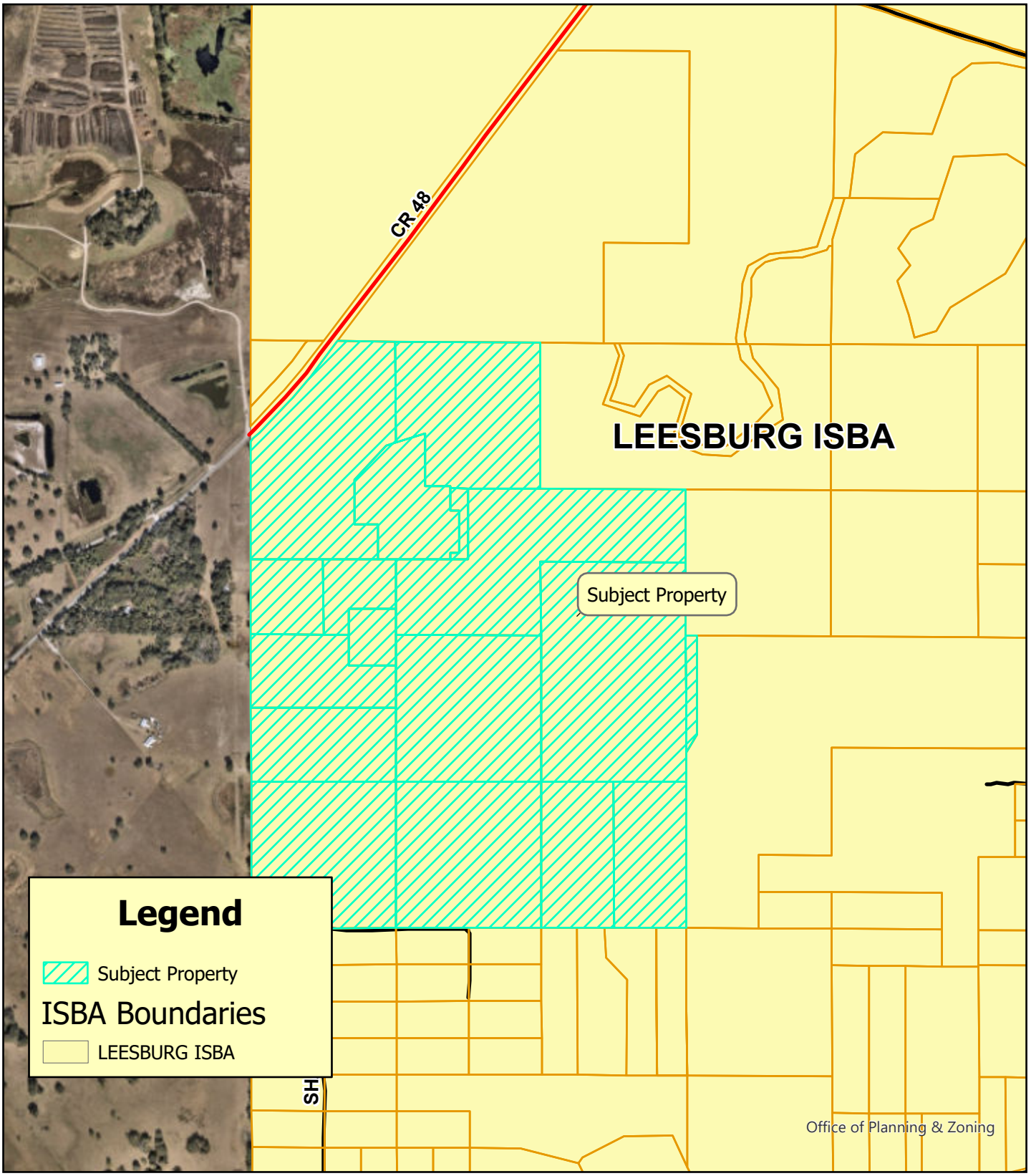
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

ISBA Boundaries



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: September 14, 2026

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain real property consisting of approximately 445.38 +/- acres; and being generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Merritt Ranch LSCP)

Staff Recommendation:
The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 445.38 +/- acres from Lake County Rural and City Neighborhood Mixed Use to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 445.38 acres. The property is generally located south of CR 48, west of North Austin Merritt Road, and east of the Sumter County Line. The property is undeveloped pasture, timberland, and residential. The proposed use is 523 single-family homes. The surrounding Future Land Use Map designations of City of Leesburg Estate Residential, Age Restricted Development, and Neighborhood Mixed Use are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on June 18, 2026, and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural and City Neighborhood Mixed Use to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will create a positive fiscal impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 445.38 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 48, WEST OF NORTH AUSTIN MERRITT ROAD, AND EAST OF SUMTER COUNTY LINE, LYING IN SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MERRITT RANCH LSCP)

WHEREAS, the City Commission has received recommendations and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 445.38 +/-acres of land generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line from Lake County Rural and City Neighborhood Mixed Use to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida;

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of September 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Merritt Ranch PUD - Legal Description

A PARCEL OF LAND LYING WITHIN SECTION 07, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 3:
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4:
THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

PARCEL 5:
THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND ALSO

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 6:
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 7:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF COUNTY ROAD 48; AND THE NORTH 1/2 OF THE SOUTHWEST ¼ OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 8:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 9:
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
AND ALSO THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 10:
THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 11:
THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 1/2 THEREOF, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO
THE POINT OF BEGINNING.

PARCEL 12:
A PARCEL OF LAND LYING IN PART IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N.88°58'14"W. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH,
RANGE 24 EAST, LAKE COUNTY, FLORIDA, A DISTANCE OF 1224.53 FEET TO A POINT 98.00 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.00°44'33"W. PARALLEL WITH AND 98.00 FEET PERPENDICULAR TO THE WEST LINE OF THE

EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 889.01 FEET; THENCE S.30°59'44"W., A DISTANCE OF 194.51 FEET TO
THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE N.00°44'33"E. ALONG THE WEST LINE OF THE EAST I/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1057.52 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE S.88°58'14"E. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING.

PARCEL 13:
A PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
FROM THE WEST 1/4 CORNER OF SAID SECTION 7 RUN N. 89°30'00" E. ALONG THE EAST-WEST MID-SECTION LINE 900.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN N. 0°57'50" W. 235.0 FEET; THENCE N. 89°30'00" E. 425.0 FEET; THENCE S. 0°57'50" E. 515.00 FEET; THENCE S. 89°30'00" W. 425.0 FEET; THENCE N. 0°57'50" W. 280.0 FEET TO THE POINT OF BEGINNING.

PARCEL 14:
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 15:
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST 1/4 CORNER OF SAID SECTION 7, RUN EAST 900.48 FEET TO POINT OF BEGINNING, THENCE RUN NORTH 235 FEET, EAST 425 FEET, SOUTH 515 FEET, WEST 425 FEET, NORTH 280 FEET TO POINT OF BEGINNING, SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 16: (NOT INCLUDED)
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT:
FROM THE NORTHWEST CORNER SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, RUN SOUTH 1669.4 FEET; THENCE EAST 1155 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 315.69 FEET; THENCE EAST 660 FEET; THENCE NORTH
61.05 FEET; THENCE EAST 80 FEET; THENCE NORTH 380.20 FEET; THENCE WEST 80 FEET; THENCE NORTH 218.75 FEET; THENCE WEST 230 FEET; THENCE NORTH 475.6 FEET; THENCE S. 73°07'00" W., 366.5 FEET; THENCE S. 43°24'00" W., 426.34 FEET; THENCE

SOUTH 407.82 FEET; THENCE N. 88°50'00" E. TO POINT OF BEGINNING.

OHNSTAD TRACT (CALDWELL PROPERTY):
FROM THE NORTHWEST CORNER SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, RUN SOUTH 1669.4 FEET; THENCE EAST 1155 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 315.69 FEET; THENCE EAST 660 FEET; THENCE NORTH
61.05 FEET; THENCE EAST 80 FEET; THENCE NORTH 380.20 FEET; THENCE WEST 80 FEET; THENCE NORTH 218.75 FEET; THENCE WEST 230 FEET; THENCE NORTH 475.6 FEET; THENCE S. 73°07'00" W., 366.5 FEET; THENCE S. 43°24'00" W., 426.34 FEET; THENCE
SOUTH 407.82 FEET; THENCE N. 88°50'00" E. TO POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN LAKE COUNTY, FLORIDA, CONTAINING 19,400,941 SQUARE FEET OR 445.38 ACRES MORE OR LESS.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT

RECOMMENDATIONS

DATE:	June 18, 2026
OWNERS:	Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC,
PETITIONER:	Richland Communities
PROJECT:	Merritt Ranch
REQUEST:	Large Scale Comprehensive Plan to City Estate Residential
CASE NO.:	LSCP-26-905

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City Age Restricted Development, Estate Residential, Neighborhood Mixed Use.

3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County A (Agriculture), City ARD (Age Restricted Development), City RE-1 (Estate Density Residential), City R-1-A (Single Family Residential).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Rural and City Neighborhood Mixed Use to City of Leesburg Estate Residential and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: June 18, 2026
OWNERS: Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC,
PETITIONER: Richland Communities/Richland Acquisition Fund, LLC
PROJECT: Merritt Ranch
REQUEST: Large Scale Comprehensive Plan to City Estate Residential and Rezoning to City PUD (Planned Unit Development)
CASE NO.: LSCP-26-905, PUD-26-906

GENERAL LOCATION: South of CR 48, west of North Austin Merritt Road, and east of Sumter County Line

FUTURE LAND USE DESIGNATION: Lake County Rural and City Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Age Restricted Development
South – City Estate Residential
East – City Neighborhood Mixed Use
West – Sumter County

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Lake County Rural & City Neighborhood Mixed Use	City Estate Residential	445.38 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and City R-1-A (Single Family Residential)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture), City ARD (Age Restricted Development)
South – Lake County A (Agriculture), City RE-1 (Estate Density Residential)
East – City R-1-A (Single Family Residential)
West – Sumter County

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Undeveloped pasture, timberland and residential

SURROUNDING LAND USE:
North – Vacant Residential, Pasture Improved
South – Vacant Residential, Single Family Residential
East – Pasture Improved
West – Single Family Residential

PROPOSED LAND USE: Residential Subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: June 18, 2026
OWNERS: Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC,
PETITIONER: Richland Communities/Richland Acquisition Fund, LLC
PROJECT: Merritt Ranch
REQUEST: Large Scale Comprehensive Plan to City Estate Residential and Rezoning to City PUD (Planned Unit Development)
CASE NO.: LSCP-26-905, PUD-26-906

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/12/2026

FIRE

In reference to Case Number LSCP-26-905, PUD-26-906

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-26-905, PUD-26-906 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.
4.1.2.1
The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

(1) Alarm handling time completion in accordance with 4.1.2.3
(2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
(3) 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
(4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
(5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
(8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson – 06/11/2026

ELECTRIC

"Electric has no objections. This is outside our Electric Service Area." Steve Davis - 5/26/2026

GAS

"Natural gas is directed per City Ordinance." Brandon Smith - 5/26/2026

GIS

"GIS has no comments." Nick Tota - 5/26/2026

BUILDING

No comments received as of 6/12/2026

PUBLIC WORKS

"Public Works has no issues with request, but the developer needs to know that they are at the end of the line of other developments that are installing water and sewer infrastructure down CR48. The sooner the developer requests a Utilities Intake Meeting and has wastewater modeling completed, we can better plan to ensure the installed infrastructure can meet their capacity needs. Otherwise, they will be required to install their own infrastructure to a point in our system that can meet their capacity requirements."

Cliff Kelsey – 05/26/2026

ADDRESSING

No comments received as of 6/12/2026

ECONOMIC DEVELOPMENT

No comments received as of 6/12/2026

LAKE COUNTY PUBLIC WORKS

No comments received as of 6/12/2026

LAKE COUNTY SCHOOLS

No comments received as of 6/12/2026

PUBLIC RESPONSES

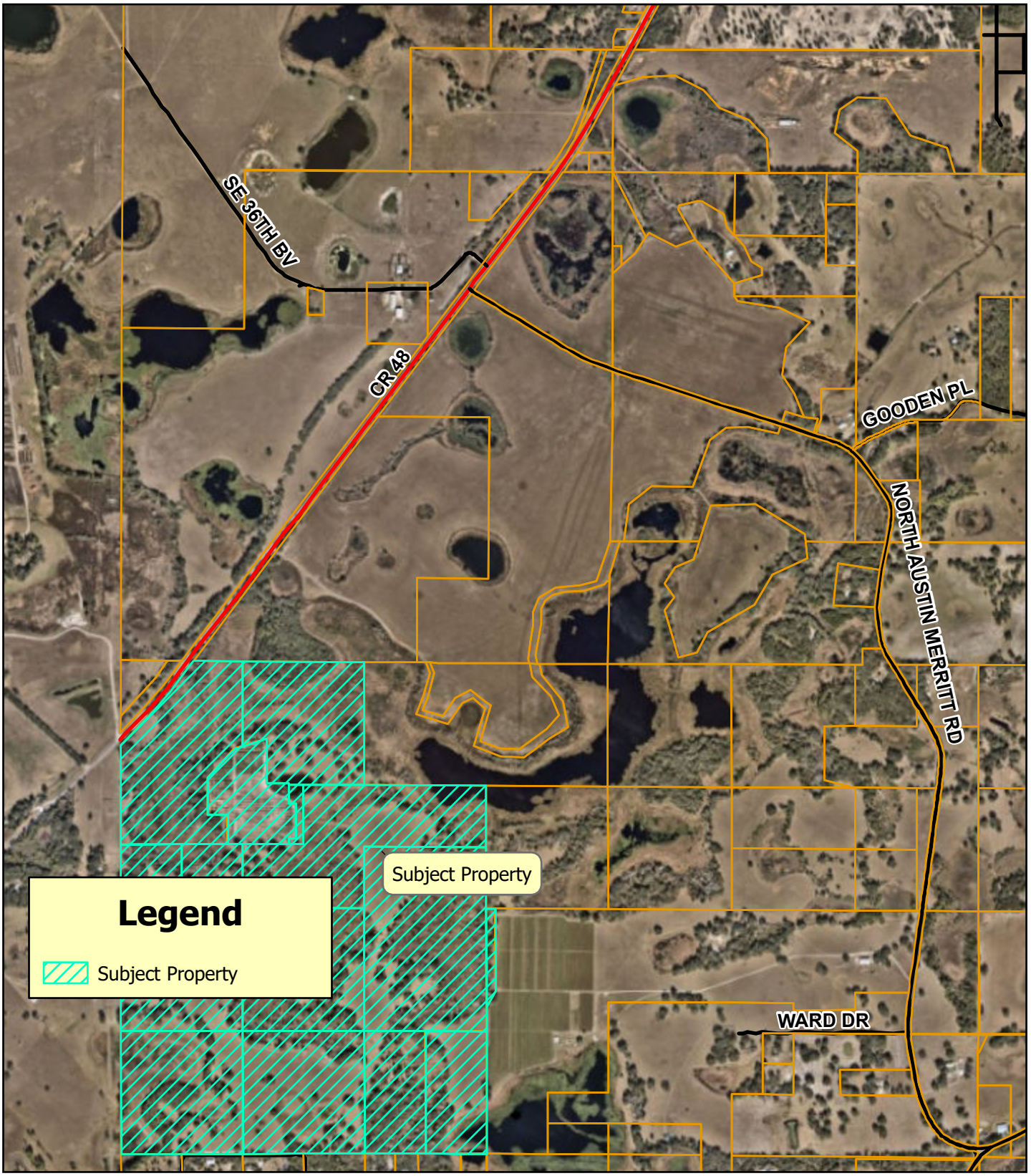
Approval

No comments received as of 6/12/2026

Disapproval

No comments received as of 6/12/2026

Extended Aerial



Planning & Zoning Department

N

0 625 1,250 Feet

Merritt Ranch

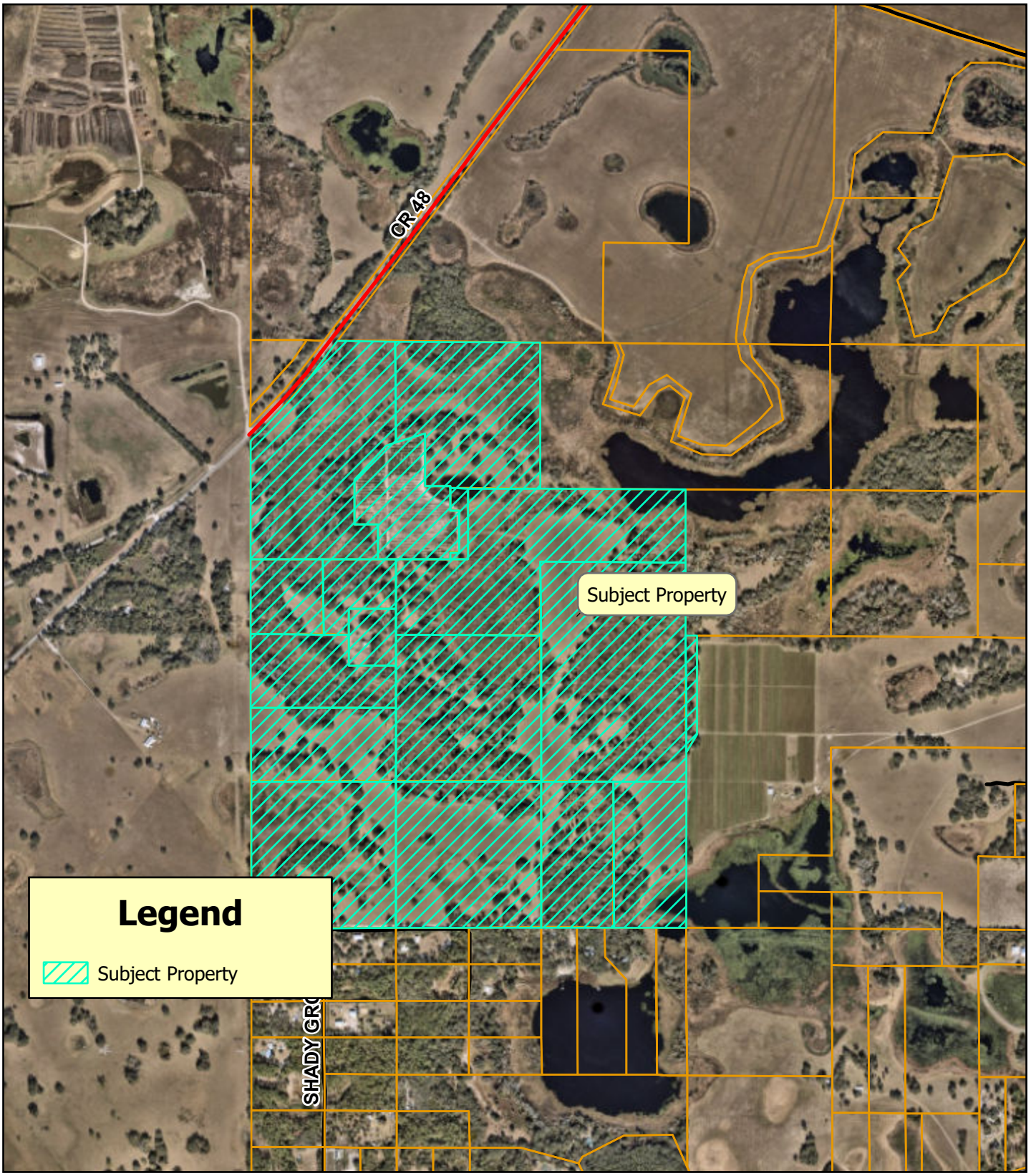
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Aerial



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

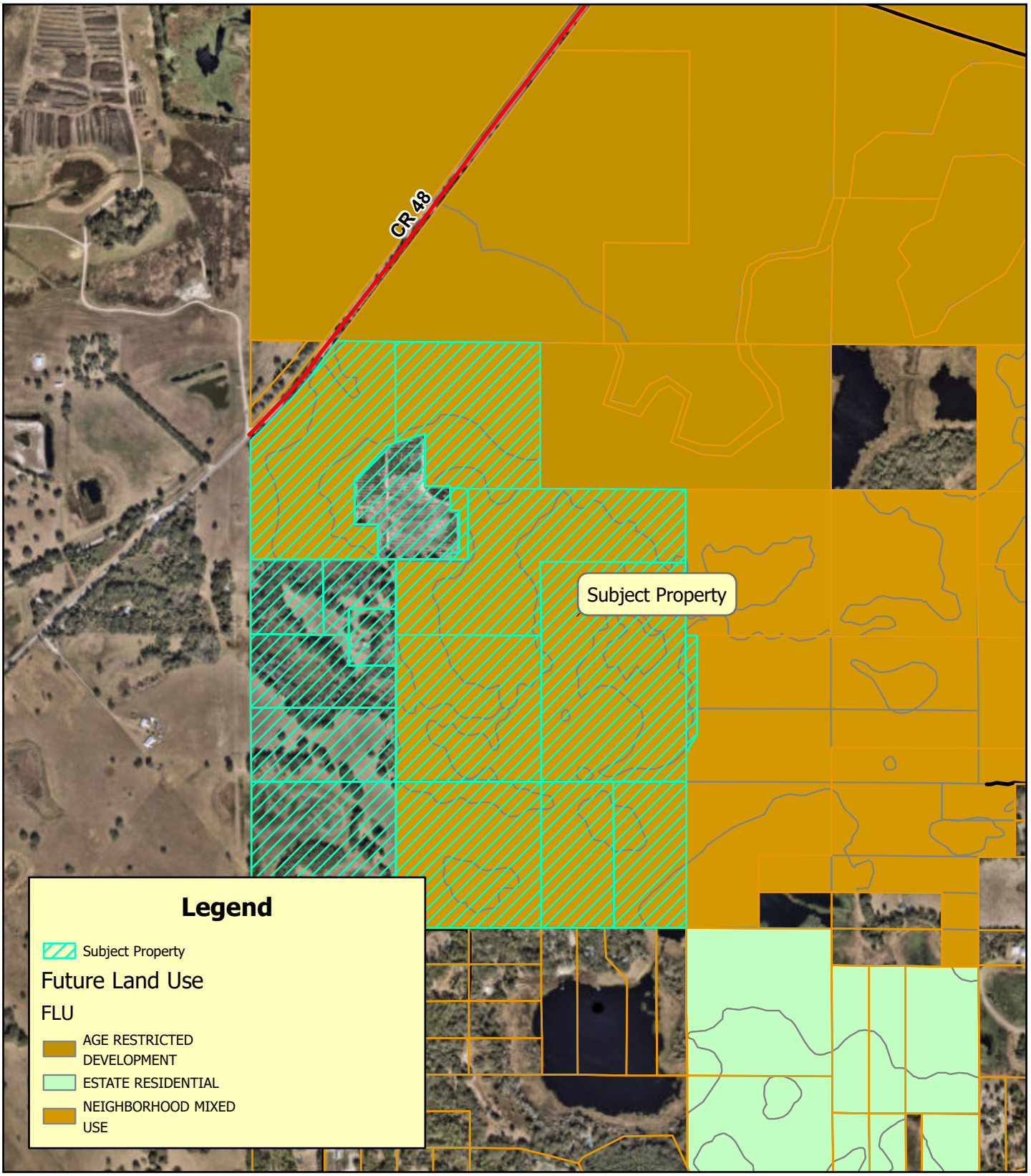
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Future Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

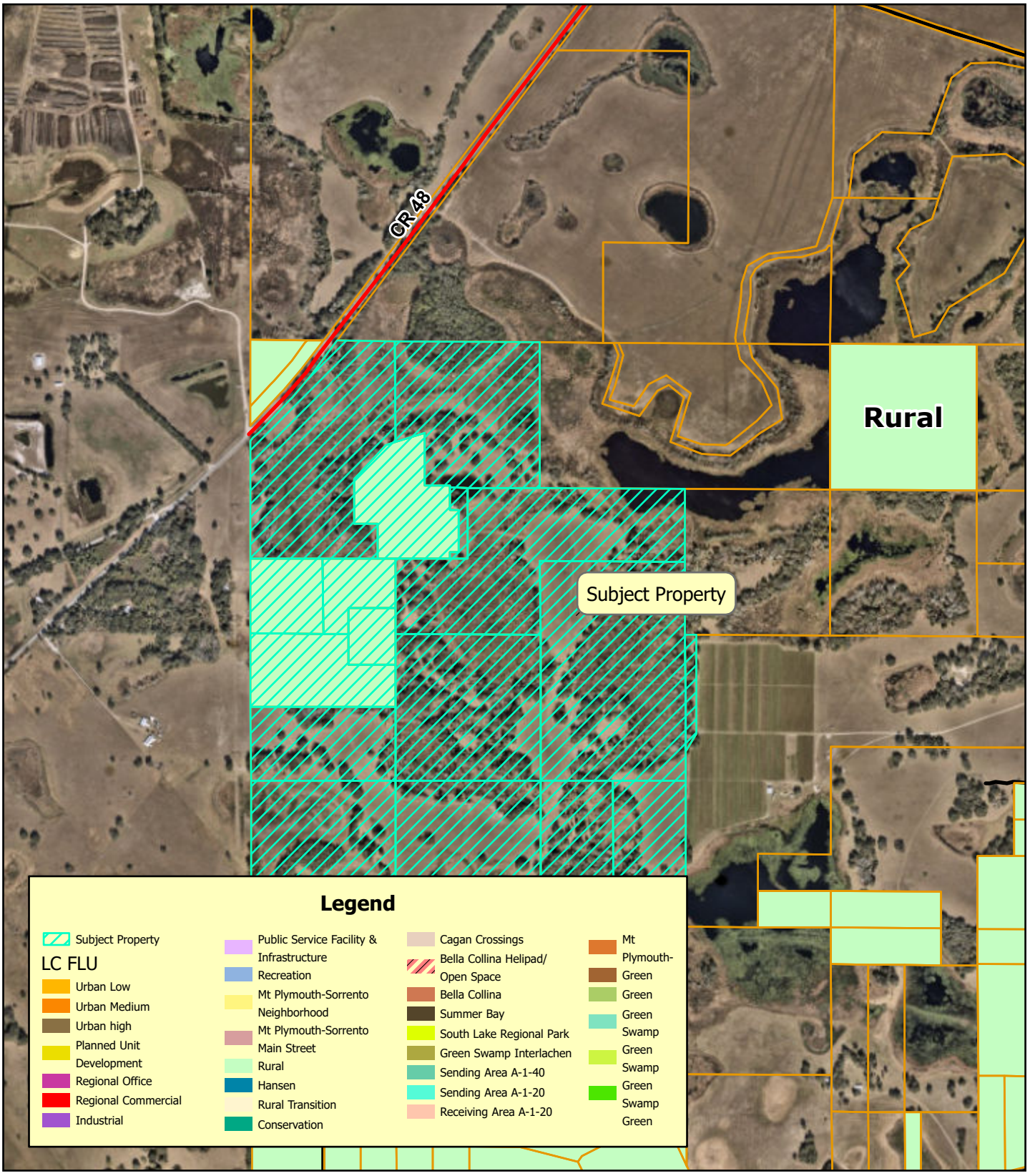
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Lake County Future Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

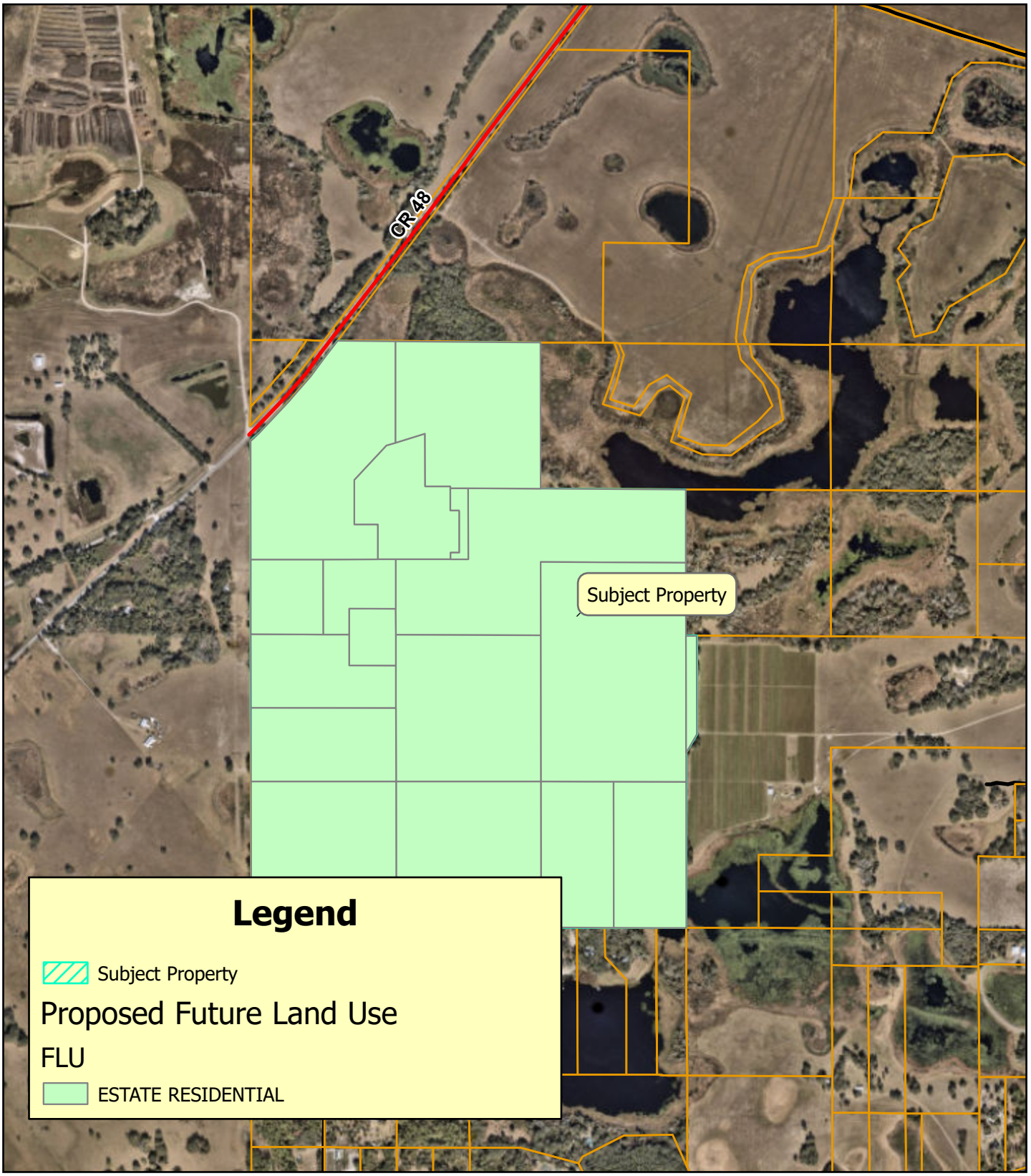
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Proposed Future Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

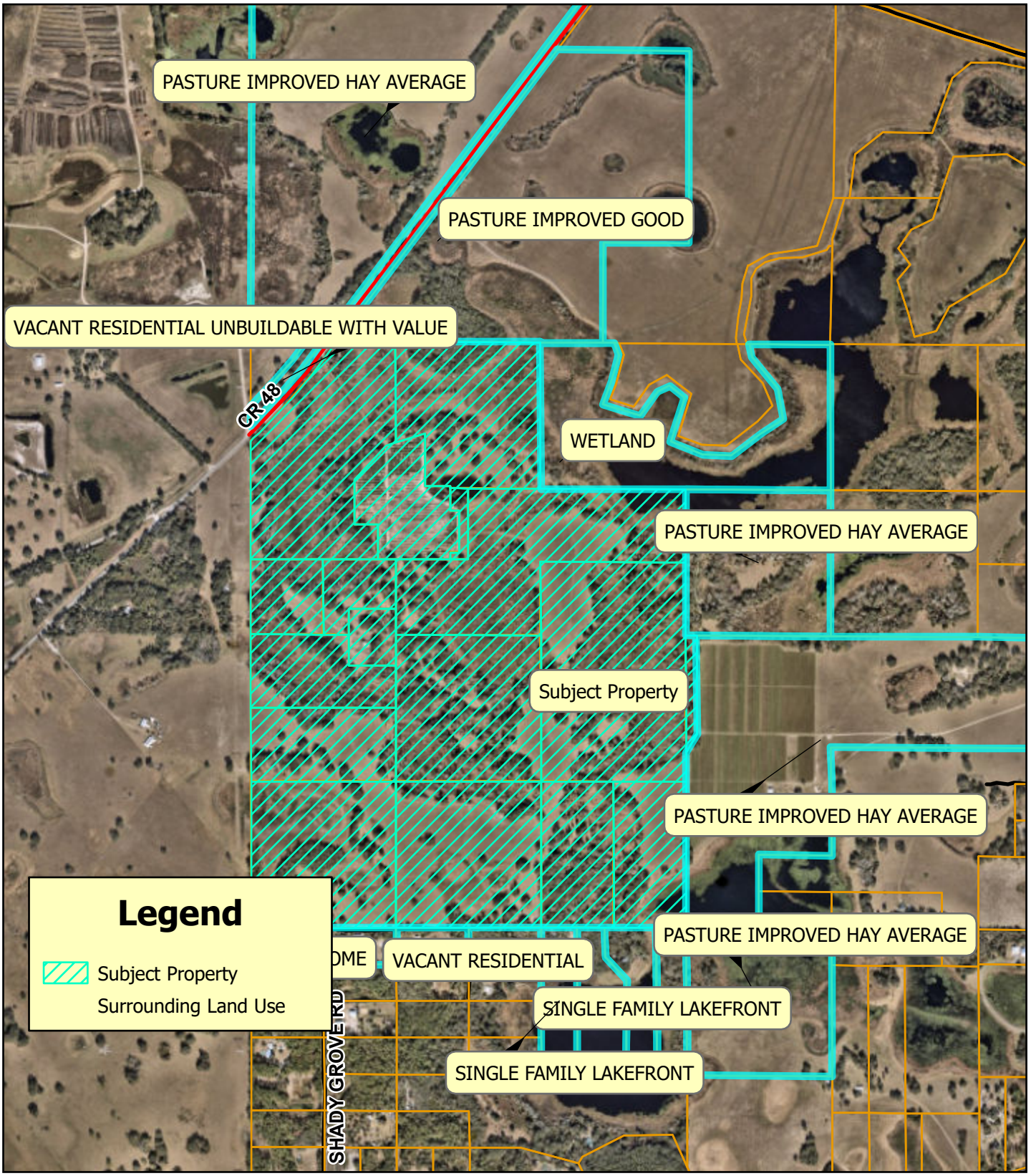
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Surrounding Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

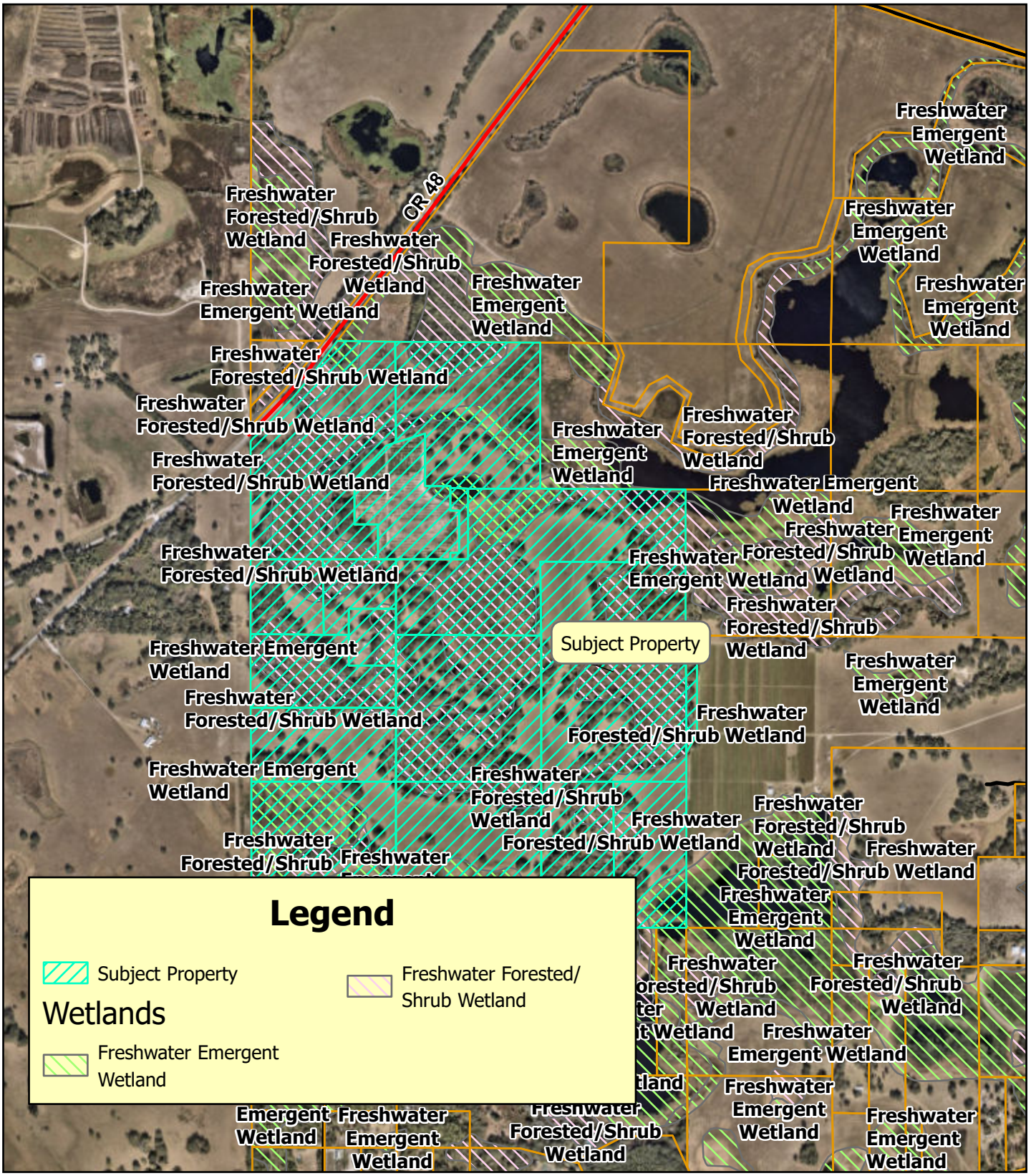
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Wetlands



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

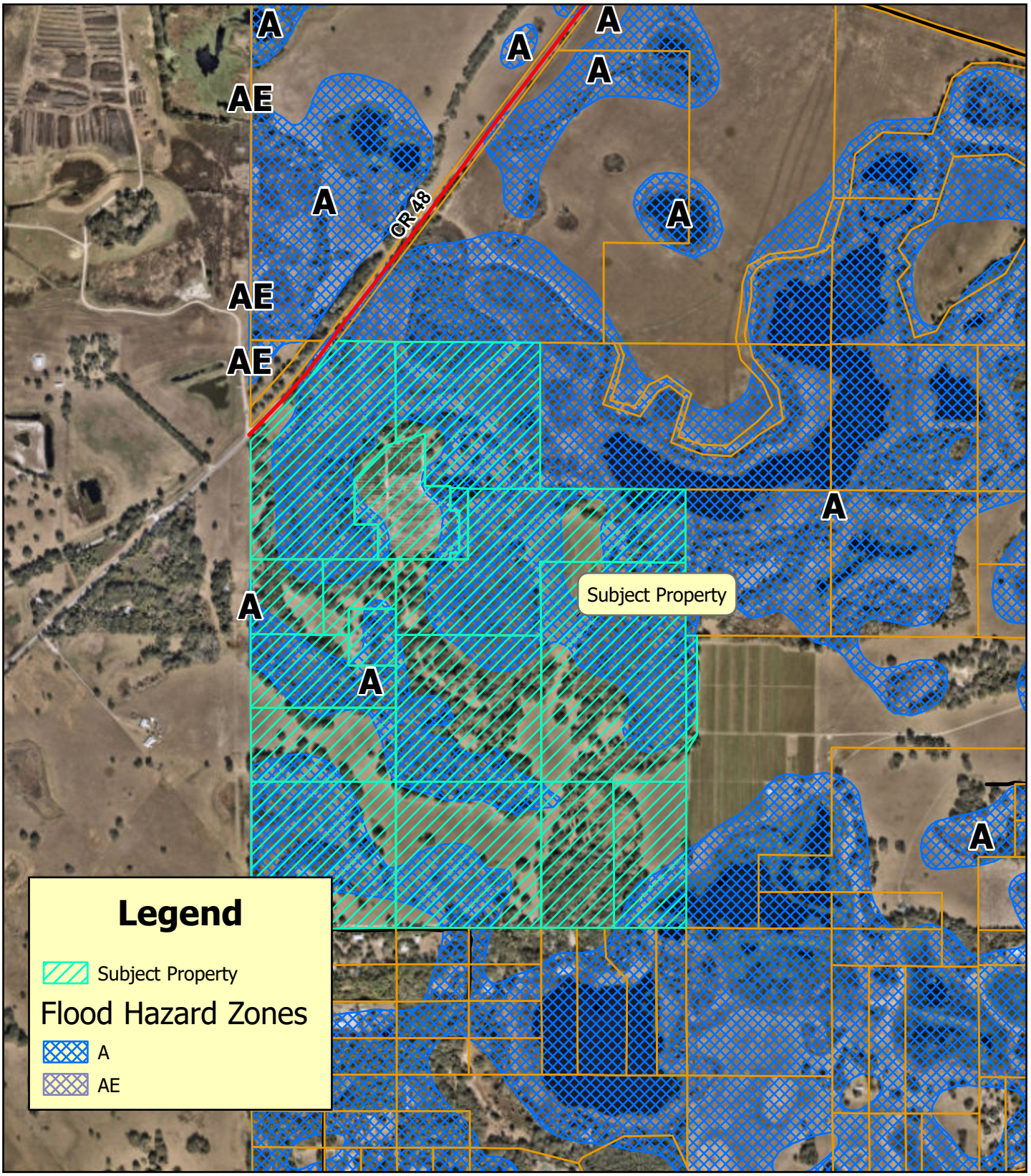
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Flood Zones



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

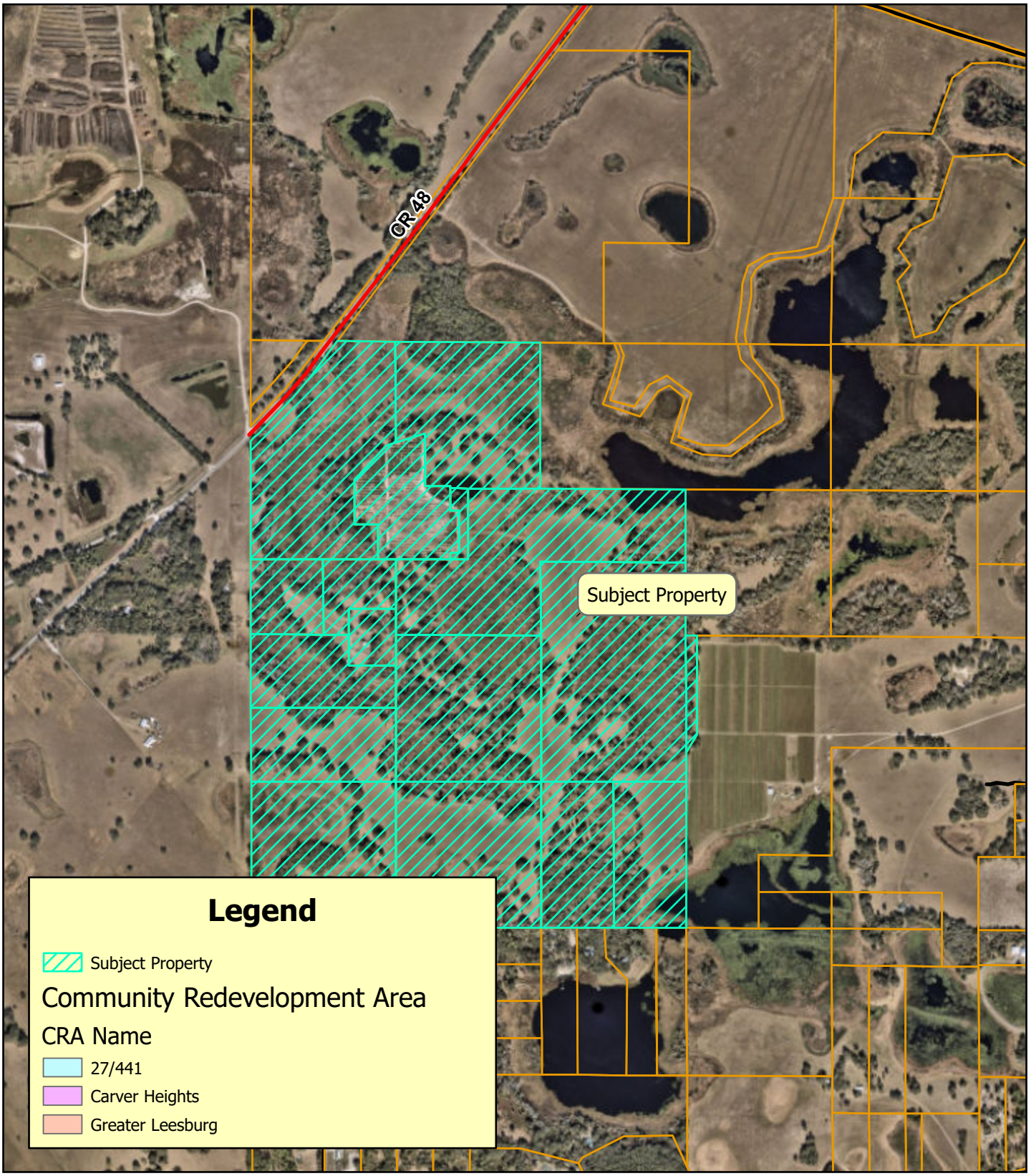
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Community Redevelopment Area



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

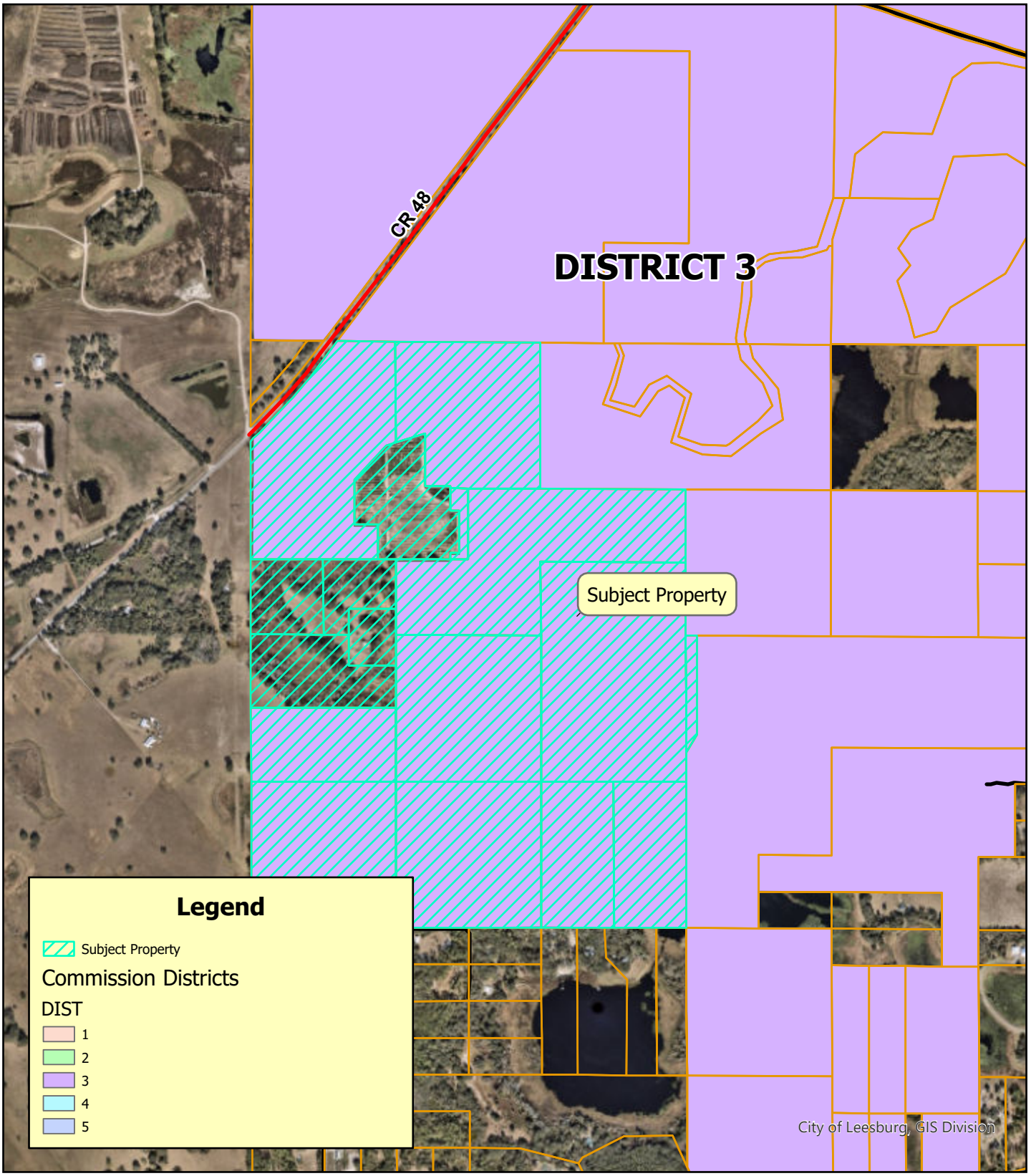
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Commission District



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.6.
Meeting Date:	September 14, 2026
From:	Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 445.38 +/- acres from Lake County A (Agriculture) and City R-1-A (Single Family Residential) to City of Leesburg PUD (Planned Unit Development) to allow for 523 single-family homes, for a property generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Merritt Ranch PUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) and City R-1-A (Single Family Residential) to City of Leesburg PUD (Planned Unit Development).

Analysis:
The project site is approximately 445.38 +/- acres, and is generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line as shown on the attached maps. At this time, the property is undeveloped pasture, timberland, and residential. The proposal will allow for 523 single-family homes. The existing land uses surrounding the property are Vacant Residential, Pasture Improved, and Single Family Residential. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

The Planning Commission held a public hearing on the application on June 18, 2026, and recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 445.38 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) AND CITY R-1-A (SINGLE FAMILY RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 523 SINGLE-FAMILY HOMES, FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, WEST OF NORTH AUSTIN MERRITT ROAD, AND EAST OF SUMTER COUNTY LINE, LYING IN SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MERRITT RANCH PUD)

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

Section 1.

Based upon the petition of Erika Hughes, RVi (Agent), on behalf of Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) and City R-1-A (Single Family Residential) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 14th day of September 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Merritt Ranch PUD - Legal Description

A PARCEL OF LAND LYING WITHIN SECTION 07, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 3:
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4:
THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

PARCEL 5:
THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND ALSO

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 6:
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 7:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF COUNTY ROAD 48; AND THE NORTH 1/2 OF THE SOUTHWEST ¼ OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 8:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 9:
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
AND ALSO THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 10:
THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 11:
THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 1/2 THEREOF, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO
THE POINT OF BEGINNING.

PARCEL 12:
A PARCEL OF LAND LYING IN PART IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N.88°58'14"W. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH,
RANGE 24 EAST, LAKE COUNTY, FLORIDA, A DISTANCE OF 1224.53 FEET TO A POINT 98.00 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.00°44'33"W. PARALLEL WITH AND 98.00 FEET PERPENDICULAR TO THE WEST LINE OF THE

EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 889.01 FEET; THENCE S.30°59'44"W., A DISTANCE OF 194.51 FEET TO
THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE N.00°44'33"E. ALONG THE WEST LINE OF THE EAST I/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1057.52 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE S.88°58'14"E. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING.

PARCEL 13:
A PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
FROM THE WEST 1/4 CORNER OF SAID SECTION 7 RUN N. 89°30'00" E. ALONG THE EAST-WEST MID-SECTION LINE 900.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN N. 0°57'50" W. 235.0 FEET; THENCE N. 89°30'00" E. 425.0 FEET; THENCE S. 0°57'50" E. 515.00 FEET; THENCE S. 89°30'00" W. 425.0 FEET; THENCE N. 0°57'50" W. 280.0 FEET TO THE POINT OF BEGINNING.

PARCEL 14:
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 15:
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST 1/4 CORNER OF SAID SECTION 7, RUN EAST 900.48 FEET TO POINT OF BEGINNING, THENCE RUN NORTH 235 FEET, EAST 425 FEET, SOUTH 515 FEET, WEST 425 FEET, NORTH 280 FEET TO POINT OF BEGINNING, SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 16: (NOT INCLUDED)
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT:
FROM THE NORTHWEST CORNER SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, RUN SOUTH 1669.4 FEET; THENCE EAST 1155 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 315.69 FEET; THENCE EAST 660 FEET; THENCE NORTH
61.05 FEET; THENCE EAST 80 FEET; THENCE NORTH 380.20 FEET; THENCE WEST 80 FEET; THENCE NORTH 218.75 FEET; THENCE WEST 230 FEET; THENCE NORTH 475.6 FEET; THENCE S. 73°07'00" W., 366.5 FEET; THENCE S. 43°24'00" W., 426.34 FEET; THENCE

SOUTH 407.82 FEET; THENCE N. 88°50'00" E. TO POINT OF BEGINNING.

OHNSTAD TRACT (CALDWELL PROPERTY):
FROM THE NORTHWEST CORNER SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, RUN SOUTH 1669.4 FEET; THENCE EAST 1155 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 315.69 FEET; THENCE EAST 660 FEET; THENCE NORTH
61.05 FEET; THENCE EAST 80 FEET; THENCE NORTH 380.20 FEET; THENCE WEST 80 FEET; THENCE NORTH 218.75 FEET; THENCE WEST 230 FEET; THENCE NORTH 475.6 FEET; THENCE S. 73°07'00" W., 366.5 FEET; THENCE S. 43°24'00" W., 426.34 FEET; THENCE
SOUTH 407.82 FEET; THENCE N. 88°50'00" E. TO POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN LAKE COUNTY, FLORIDA, CONTAINING 19,400,941 SQUARE FEET OR 445.38 ACRES MORE OR LESS.

MERRITT RANCH
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
JUNE 18, 2026

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, P.O. Box 57, Center Hill, FL 33514-0057, Caldwell Citrus Grove Management, LLC, P.O. Box 490197, Leesburg, FL 34749-0197 (Erika Hughes, RVi, Agent), "Permittee,"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 445.38 acres containing a maximum of 523 detached single-family residential units, generally located south of CR48, west of North Austin Merritt Road, and east of Sumter County Line, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, P.O. Box 57, Center Hill, FL 33514-0057, Caldwell Citrus Grove Management, LLC, P.O. Box 490197, Leesburg, FL 34749-0197 (Erika Hughes, RVi, Agent), "Permittee,"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

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

3. **LAND USE**

The above-described property, containing approximately 445.38 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses
   1. Detached single family residential units
   2. Accessory structures for residential uses
   3. Sales office in a single-family unit
   4. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses
   1. Attached single family units (Townhouses)
   2. Duplex/Triplex uses
   3. Multi-family units (Apartments)
   4. Commercial uses (as a primary use)
   5. The developer or their assigns or heirs, or site owners or their assigns or heirs or successors in title, acknowledge and agree that the lands lying under the development standards set forth in this Planned Unit Development Agreement or lands zoned as industrial or commercial uses shall not be developed as a Live Local Act development pursuant to Florida Statute Section 166.04151(7) and Florida Statute Section 420.
   6. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 523 detached single-family residential units, at a gross density of 1.17, on the approximately 445.38-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums as described herein.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:
   1. For 50-foot lots:
      a. A maximum of 383 lots shall have a minimum lot width of fifty (50) feet.
      b. Minimum house size: 1,700 square feet living area (under roof).
      c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
      d. Minimum lot size shall be 6,000 square feet.

e. Minimum lot width 50 feet, as measured at the front setback line.
f. Minimum lot depth 120 feet
g. Minimum building setbacks, as measured from property line to vertical wall of structure:
Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.

2. For 60-foot lots:
   a. A maximum of 103 lots shall have a minimum lot width of sixty (60) feet.
   b. Minimum lot size shall be 7.200 square feet.
   c. Minimum house size: 1,800 square feet.
   d. 65% impervious surface per lot.
   e. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
   f. Minimum lot size shall be 7,200 square feet.
   g. Minimum lot width 60 feet, as measured at the front setback line.
   h. Minimum depth 120 feet
   i. Minimum building setbacks, as measured from property line to vertical wall of structure:
   Front – 25 feet;
   Porch – 20 feet (porch must be a minimum width of 5 feet).
   Rear – 18 feet;
   Side – 5 feet;
   Corner Side – 15 feet.

3. For 70-foot lots:
   a. No less than 37 lots shall have a minimum lot width of seventy (70) feet.
   b. Minimum house size: 1,900 square feet (under roof).
   c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
   d. Minimum lot size shall be 8,400 square feet.
   e. Minimum width 70 feet, as measured at the front setback line.
   f. Minimum depth 120 feet
   g. Minimum building setbacks, as measured from property line to vertical wall of structure:
   Front – 25 feet;
   Porch – 20 feet (porch must be a minimum width of 5 feet).
   Rear – 18 feet;
   Side – 7.5 feet;
   Corner Side – 15 feet.

4. For all structures:
   a. Each residential structure shall have a minimum two car garage.

b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
c. Each residential structure shall have eaves, with a minimum 6-inch projection.
d. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
e. Maximum building height: two (2) stories or 35 feet.
f. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
g. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
h. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
i. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

E. Easements:

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

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Front windows with arched glass tops and minimum 4-inch trim.
9. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
10. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
11. Stone accents
12. Shutters
13. Board and batten siding
14. Hardy board siding
15. Raised banding

16. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
   1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
   2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
   3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
   4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director, or designee, for compliance prior at time of site plan review.

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

D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.

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

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association. Opaque natural buffer may be considered to meet this requirement.

C. A split-rail fence, of wood, wrought iron, vinyl/synthetic, or comparable construction, as approved by Planning & Zoning Director, or designee, shall be

installed shall be installed along all property boundaries not adjacent to an existing wetland or preserved area. The split-rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association.

D. A double row silt fence shall be required as development and construction occur on any portion of the property. The first row shall be placed on the property line and the second shall be placed at the internal boundary of the 25-foot required buffer. No clear cutting shall be permitted between the two silt fences within the 25-foot buffer, with the exception of the primary access to the property.

E. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and subsequent Phasing Plan.

F. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.

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

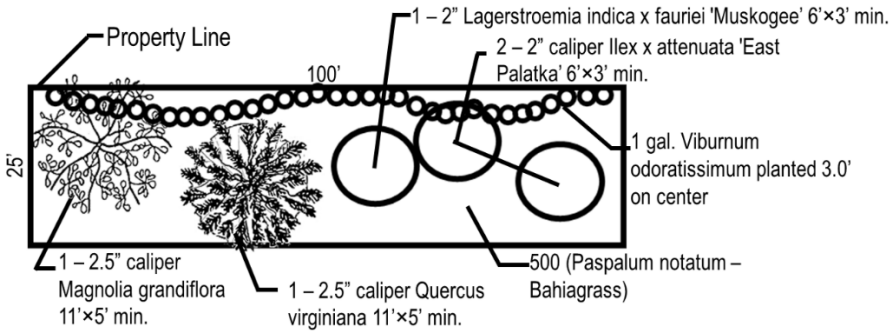
H. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B

100 Feet of
Typical 25' Landscape Buffer



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

I. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director, or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" and "Perfect Plants for Pollinators" will also be acceptable.

J. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.

K. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

L. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

M. Private wells shall not be permitted within the site, or within individual lots, or within common areas under the control of an HOA or other like entity, lying under the jurisdiction of this Planned Unit Development Agreement.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least two (2) primary access point on County Road 48, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. The primary access point on County Road 48 shall be constructed as a "boulevard-type" roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

D. The required primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended. The two (2) decorative entry features may be substituted for a single monument in the planted median used for signage per City of Leesburg Code of Ordinances, as amended, provided the median meets all landscaping requirements.

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

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City Road design requirements; OR

2. The Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to own and maintain the roads, transportation improvements, and stormwater system(s) to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, Community Development District, or other such legal entity will be considered acceptable.

H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

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

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

C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended. One of the following options, or a combination of the below two options, shall be considered to satisfy the above requirement:
   1. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
   2. A natural gas water heater and natural gas stove, or natural gas dryer.

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

10. STORMWATER/DRAINAGE MANAGEMENT

A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

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

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

(c) A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

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

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

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

B. The Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. The Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the stormwater system(s) to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, Community Development District, or other such legal entity will be considered acceptable.

C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

11. WETLANDS, FLOOD ZONES & WILDLIFE

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

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association.

The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary, or as required by SJRWMD.

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

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

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

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

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

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

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 104,600 square feet, or 2.4 total acres, whichever is greater.

B. Recreational requirements shall include at least one primary active recreation area to include a swimming pool, trails, a children's playground with equipment, and a fenced dog park area. Other additional recreation areas may include uses such as outdoor exercise equipment, trails, benches, gazebos, and other shade structures. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units.

1) Retention parks may be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails. Other similar uses which will meet the intent of this document may be supplied by the developer, if approved by the Planning and Zoning Director, or designee, at the time of site plan approval.

14. PERPETUAL MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

B. Common areas – The owner an all successors in title to the common areas of the property shall be responsible for perpetual maintenance of the land described in this document. This shall include the continual care and maintenance of all common areas, lands owned, dedicated or otherwise committed or dedicated to the Property Owner's Association, Home Owner's Association, Community Development District, or other management entity.

C. Individual residential lots—The owners and all successors in title to individual residential lots shall be responsible for perpetual maintenance of the land described in this document. Individual residential lot owners may be exempt from this section if maintenance for individual residential lots is otherwise provided for in legally recorded covenants and restrictions, agreements, Property Owner's Association, Home Owner's Association, Community Development District, or other management entity which assigns maintenance.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

ii. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

D. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

IN WITNESS WHEREOF, Permittee has signed this Agreement.

WITNESSES:	PERMITTEE:
_____	_____
Signature	Signature
_____	_____
Type or print name of witness	Type or print name of party

_____	_____
Signature	Signature
_____	_____
Type or print name of witness	Type or print name of party

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____, 20___,

By _____.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____.

_____
Notary Signature

_____

Notary Seal Notary Printed Name

EXHIBIT B **LEGAL DESCRIPTION**

AK #: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 3801635, 1741912, 3357990, 3613422, 1111358

A PARCEL OF LAND LYING WITHIN SECTION 07, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 3:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND ALSO

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 6:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 7:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF COUNTY ROAD 48; AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 8:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 9:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND ALSO THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 10:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 11:

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 1/2 THEREOF, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

PARCEL 12: (DETAIL C, SHEET 12)

A PARCEL OF LAND LYING IN PART IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N.88°58'14"W. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, A DISTANCE OF 1224.53 FEET TO A POINT 98.00 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.00°44'33"W. PARALLEL WITH AND 98.00 FEET PERPENDICULAR TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 889.01 FEET; THENCE S.30°59'44"W., A DISTANCE OF 194.51 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE N.00°44'33"E. ALONG THE WEST LINE OF THE EAST I/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1057.52 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE S.88°58'14"E. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING.

PARCEL 13: (DETAIL B, SHEET 11)

A PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE WEST 1/4 CORNER OF SAID SECTION 7 RUN N. 89°30'00" E. ALONG THE EAST-WEST MID-SECTION LINE 900.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN N. 0°57'50" W. 235.0 FEET; THENCE N. 89°30'00" E. 425.0 FEET; THENCE S. 0°57'50" E. 515.00 FEET; THENCE S. 89°30'00" W. 425.0 FEET; THENCE N. 0°57'50" W. 280.0 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 15:

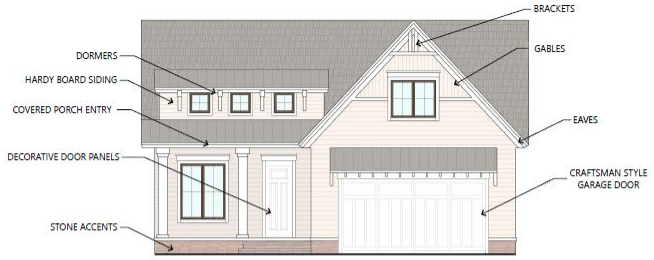
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

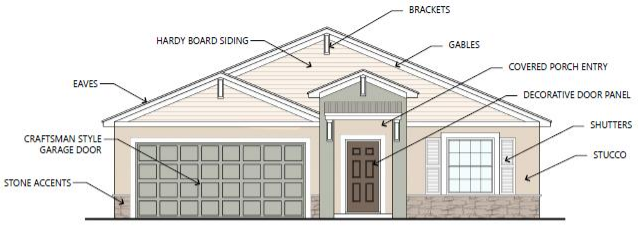
FROM THE WEST 1/4 CORNER OF SAID SECTION 7, RUN EAST 900.48 FEET TO POINT OF BEGINNING, THENCE RUN NORTH 235 FEET, EAST 425 FEET, SOUTH 515 FEET, WEST 425 FEET, NORTH 280 FEET TO POINT OF BEGINNING, SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT C **CONCEPTUAL SITE PLAN**

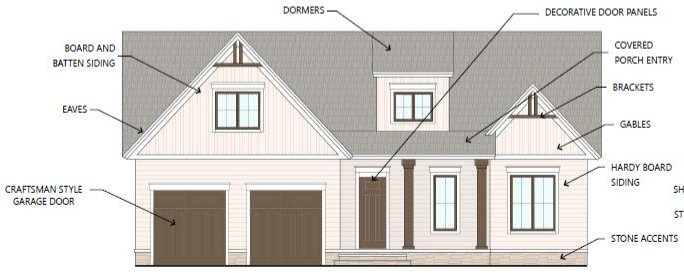
EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**



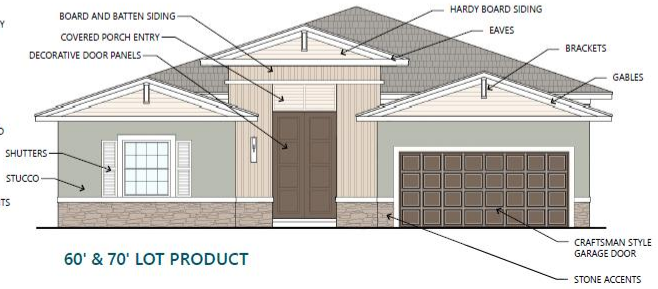
50' LOT PRODUCT



50' LOT PRODUCT



60' & 70' LOT PRODUCT



60' & 70' LOT PRODUCT

Examples of Acceptable / Unacceptable Lighting Fixtures
Unacceptable / Discouraged
Fixtures that produce glare and light trespass
Unshielded Floodlights or Poorly-shielded Floodlights
Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures
Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens
Unshielded Bollards
Unshielded Streetlight
Unshielded Barn Light
Louvered 'Marine' style Fixtures
Unshielded 'Period' Style Fixtures
Unshielded PAR Floodlights
Drop-Lens Canopy Fixtures
Acceptable
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night
Full Cutoff Fixtures
Fully Shielded Wallpack & Wall Mount Fixtures
Fully Shielded Fixtures
Full Cutoff Streetlight
Fully Shielded Barn Light
Fully Shielded Walkway Bollards
Fully Shielded Decorative Fixtures
Fully Shielded 'Period' Style Fixtures
Shielded / Properly-aimed PAR Floodlights
Flush Mounted or Side Shielded Under Canopy Fixtures
Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission.

EXHIBIT F **REPRESENTATIVE FENCE EXAMPLES**

Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence & Shoreline Vinyl

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

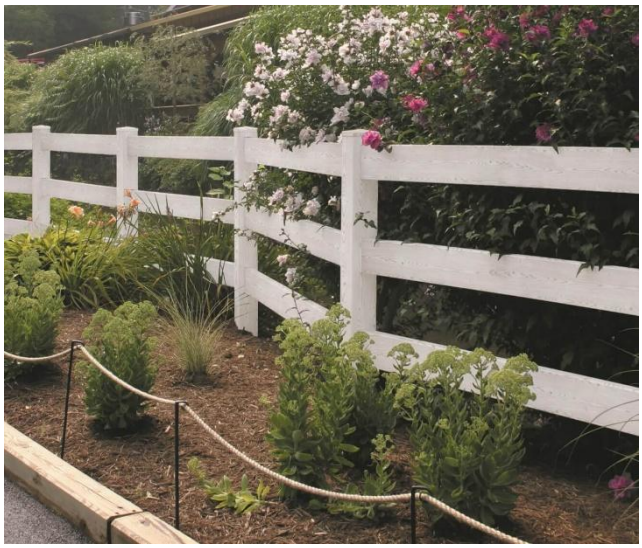


Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products & Peerless Fence

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

EXHIBIT G **DIVIDED BOULEVARD AND PLANTINGS EXAMPLES**

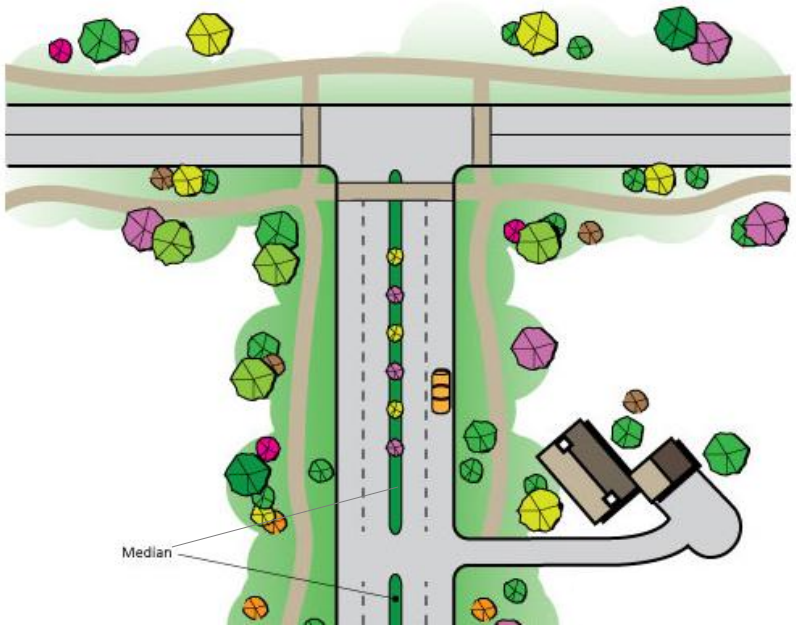


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

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

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

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	June 18, 2026
OWNERS:	Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC
PETITIONER:	Richland Acquisition Fund, LLC
PROJECT:	Merritt Ranch
REQUEST:	Rezoning to City PUD (Planned Unit Development)
CASE NO.:	PUD-26-906

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of this request **for the following reason(s):**

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County A (Agriculture), City ARD (Age Restricted Development), City RE-1 (Estate Density Residential), City R-1-A (Single Family Residential).

2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City Age Restricted Development, Estate Residential, Neighborhood Mixed Use.

3. The proposed request, as conditioned, does not appear to create a detriment to surrounding properties, based on the conditions, location and proximity to future compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture) and City R-1-A (Single Family Residential) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: June 18, 2026
OWNERS: Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC,
PETITIONER: Richland Communities/Richland Acquisition Fund, LLC
PROJECT: Merritt Ranch
REQUEST: Large Scale Comprehensive Plan to City Estate Residential and Rezoning to City PUD (Planned Unit Development)
CASE NO.: LSCP-26-905, PUD-26-906

GENERAL LOCATION: South of CR 48, west of North Austin Merritt Road, and east of Sumter County Line

FUTURE LAND USE DESIGNATION: Lake County Rural and City Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Age Restricted Development
South – City Estate Residential
East – City Neighborhood Mixed Use
West – Sumter County

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Lake County Rural & City Neighborhood Mixed Use	City Estate Residential	445.38 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and City R-1-A (Single Family Residential)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture), City ARD (Age Restricted Development)
South – Lake County A (Agriculture), City RE-1 (Estate Density Residential)
East – City R-1-A (Single Family Residential)
West – Sumter County

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Undeveloped pasture, timberland and residential

SURROUNDING LAND USE:
North – Vacant Residential, Pasture Improved
South – Vacant Residential, Single Family Residential
East – Pasture Improved
West – Single Family Residential

PROPOSED LAND USE: Residential Subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: June 18, 2026
OWNERS: Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC,
PETITIONER: Richland Communities/Richland Acquisition Fund, LLC
PROJECT: Merritt Ranch
REQUEST: Large Scale Comprehensive Plan to City Estate Residential and Rezoning to City PUD (Planned Unit Development)
CASE NO.: LSCP-26-905, PUD-26-906

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/12/2026

FIRE

In reference to Case Number LSCP-26-905, PUD-26-906

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-26-905, PUD-26-906 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.
4.1.2.1
The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

(1) Alarm handling time completion in accordance with 4.1.2.3
(2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
(3) 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
(4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
(5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
(8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson – 06/11/2026

ELECTRIC

"Electric has no objections. This is outside our Electric Service Area." Steve Davis - 5/26/2026

GAS

"Natural gas is directed per City Ordinance." Brandon Smith - 5/26/2026

GIS

"GIS has no comments." Nick Tota - 5/26/2026

BUILDING

No comments received as of 6/12/2026

PUBLIC WORKS

"Public Works has no issues with request, but the developer needs to know that they are at the end of the line of other developments that are installing water and sewer infrastructure down CR48. The sooner the developer requests a Utilities Intake Meeting and has wastewater modeling completed, we can better plan to ensure the installed infrastructure can meet their capacity needs. Otherwise, they will be required to install their own infrastructure to a point in our system that can meet their capacity requirements."

Cliff Kelsey – 05/26/2026

ADDRESSING

No comments received as of 6/12/2026

ECONOMIC DEVELOPMENT

No comments received as of 6/12/2026

LAKE COUNTY PUBLIC WORKS

No comments received as of 6/12/2026

LAKE COUNTY SCHOOLS

No comments received as of 6/12/2026

PUBLIC RESPONSES

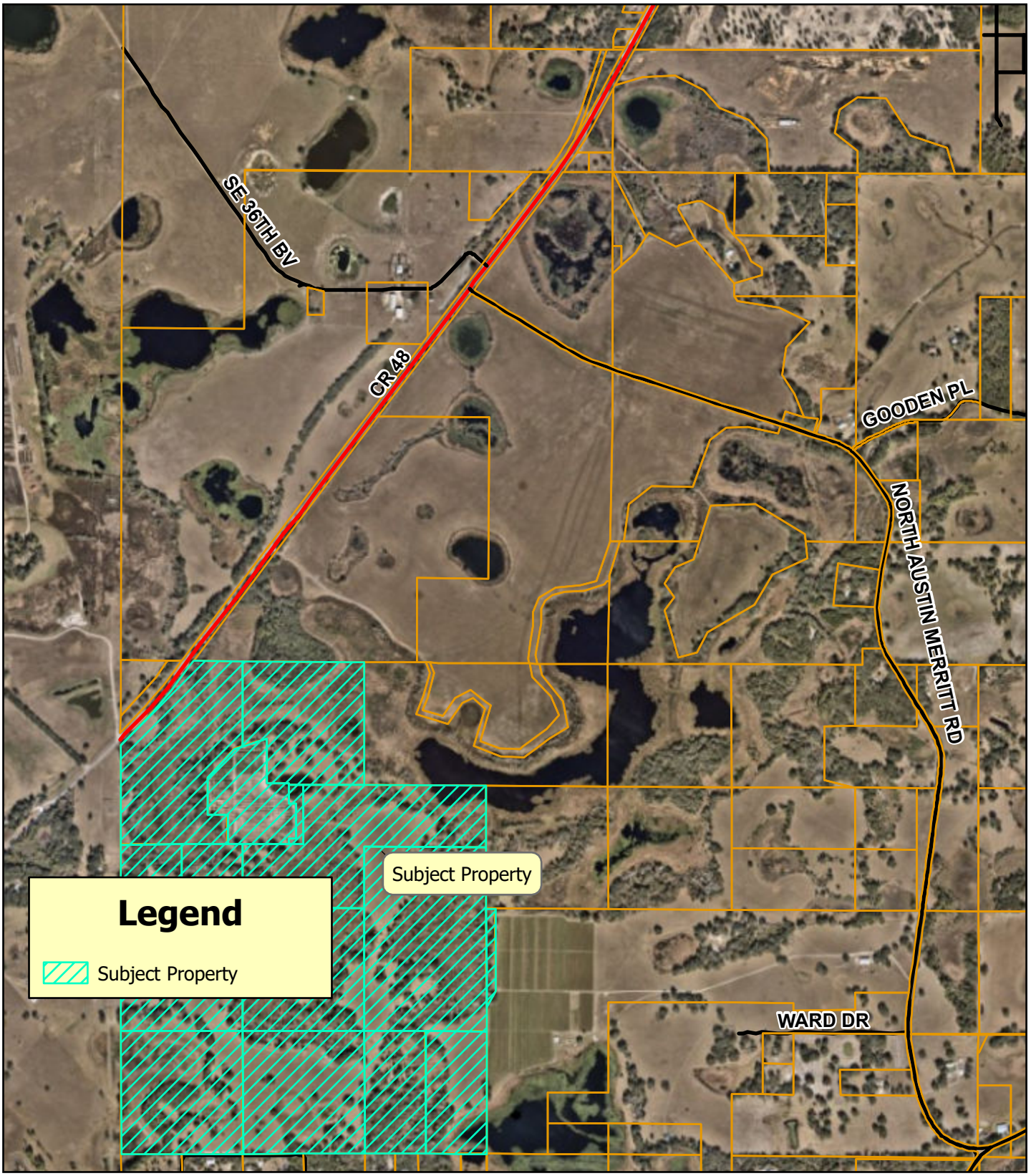
Approval

No comments received as of 6/12/2026

Disapproval

No comments received as of 6/12/2026

Extended Aerial



Planning & Zoning Department

N

0 625 1,250 Feet

Merritt Ranch

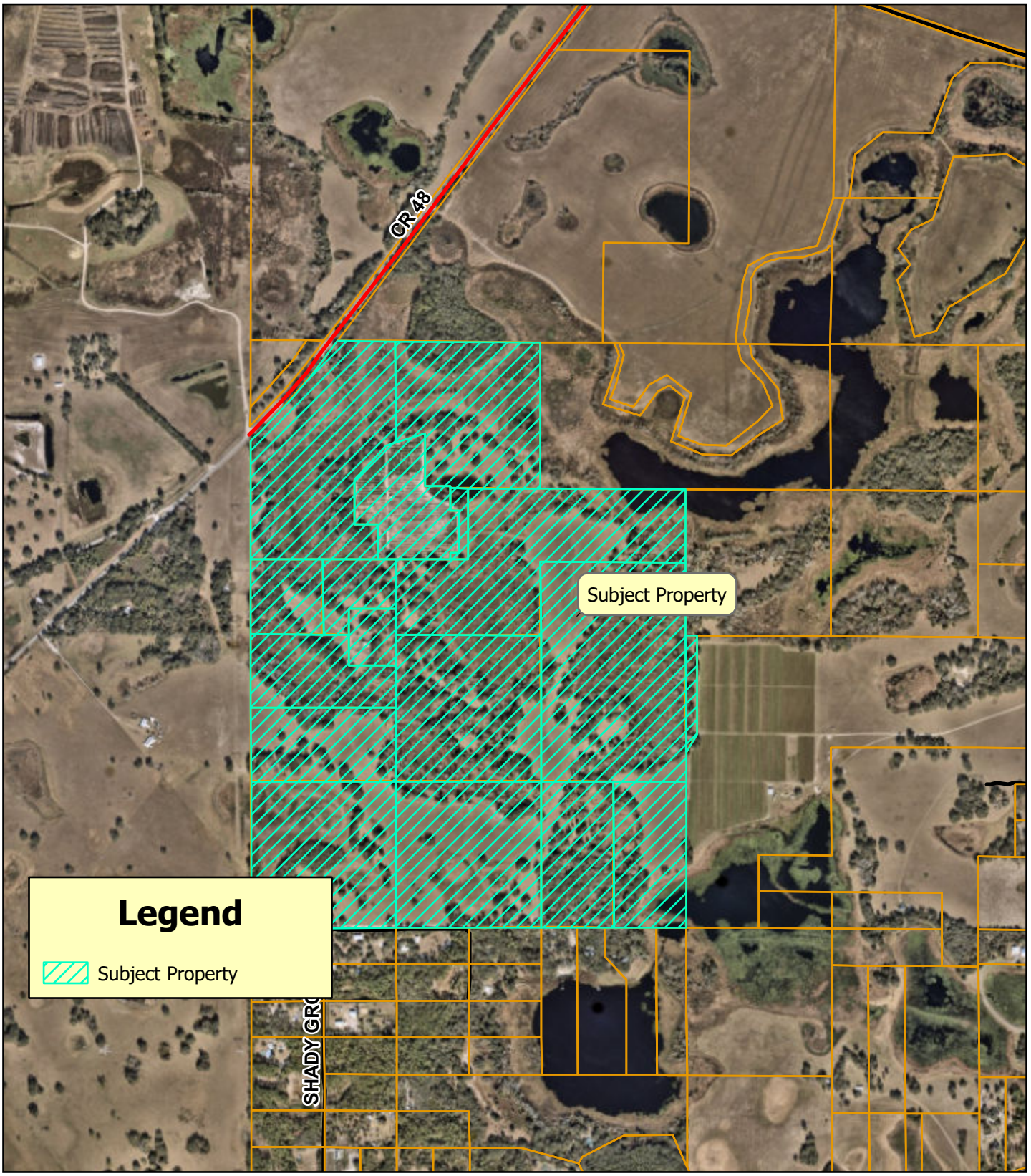
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Aerial



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

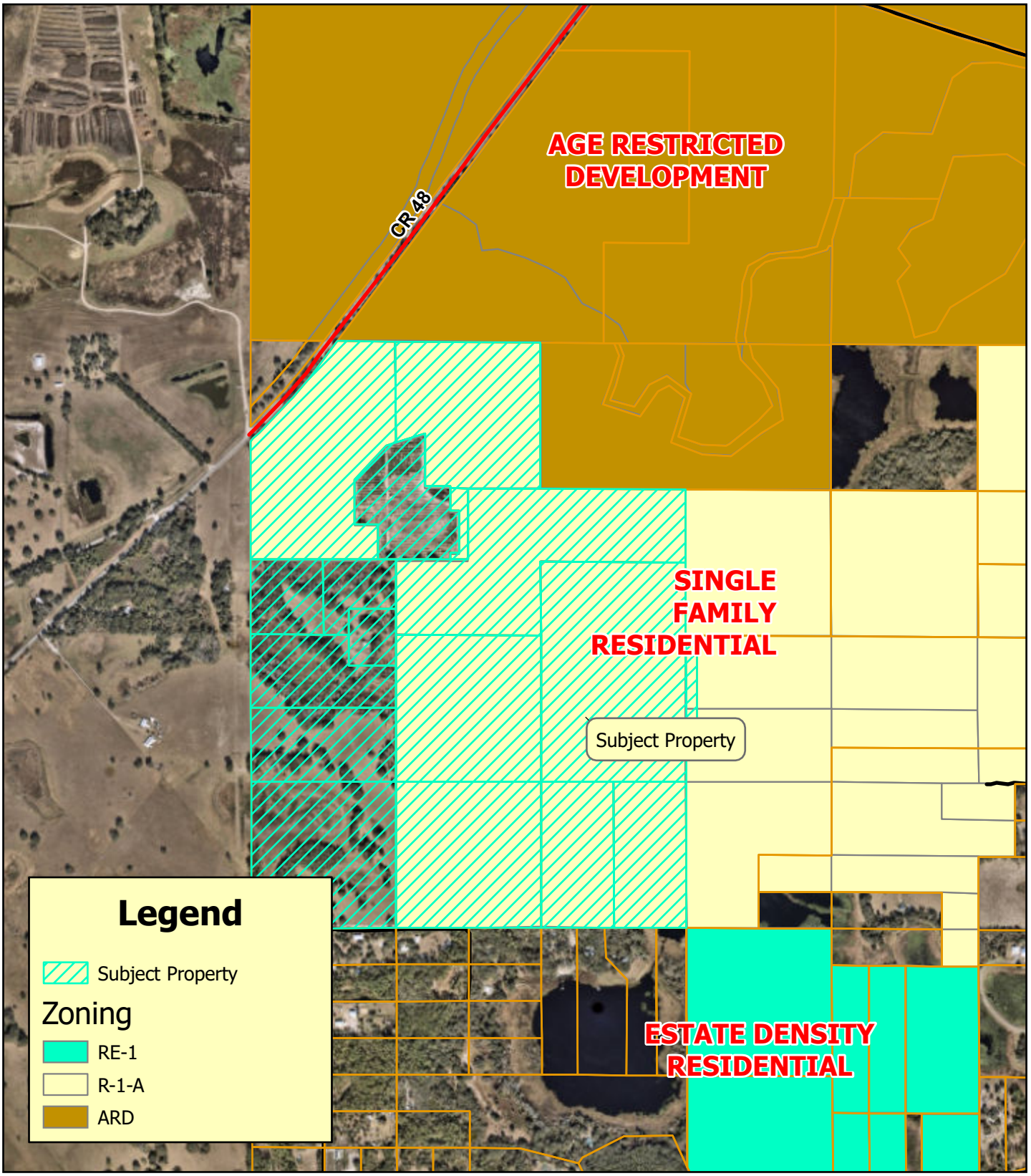
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Zoning



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

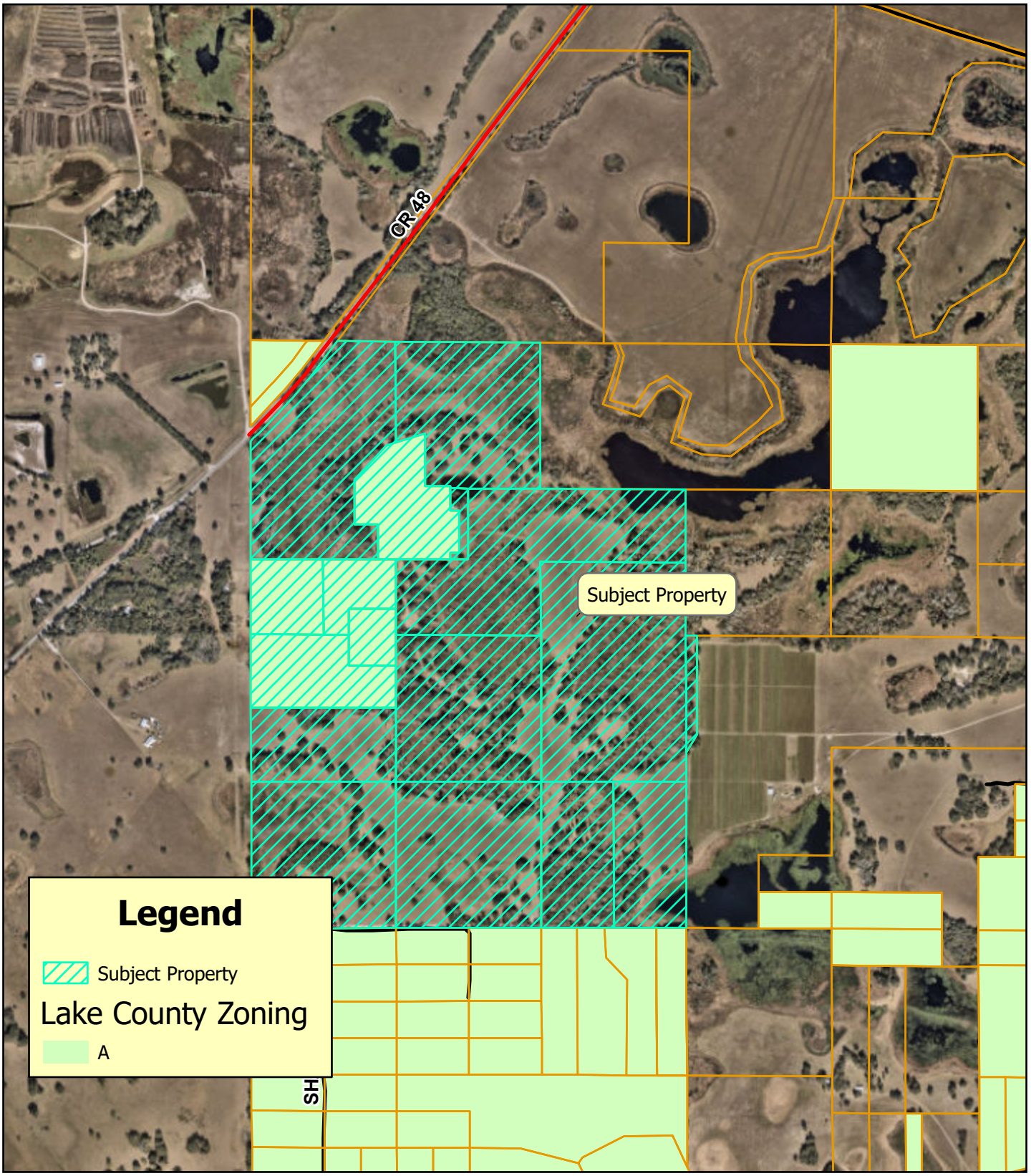
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Lake County Zoning



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Proposed Zoning

Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

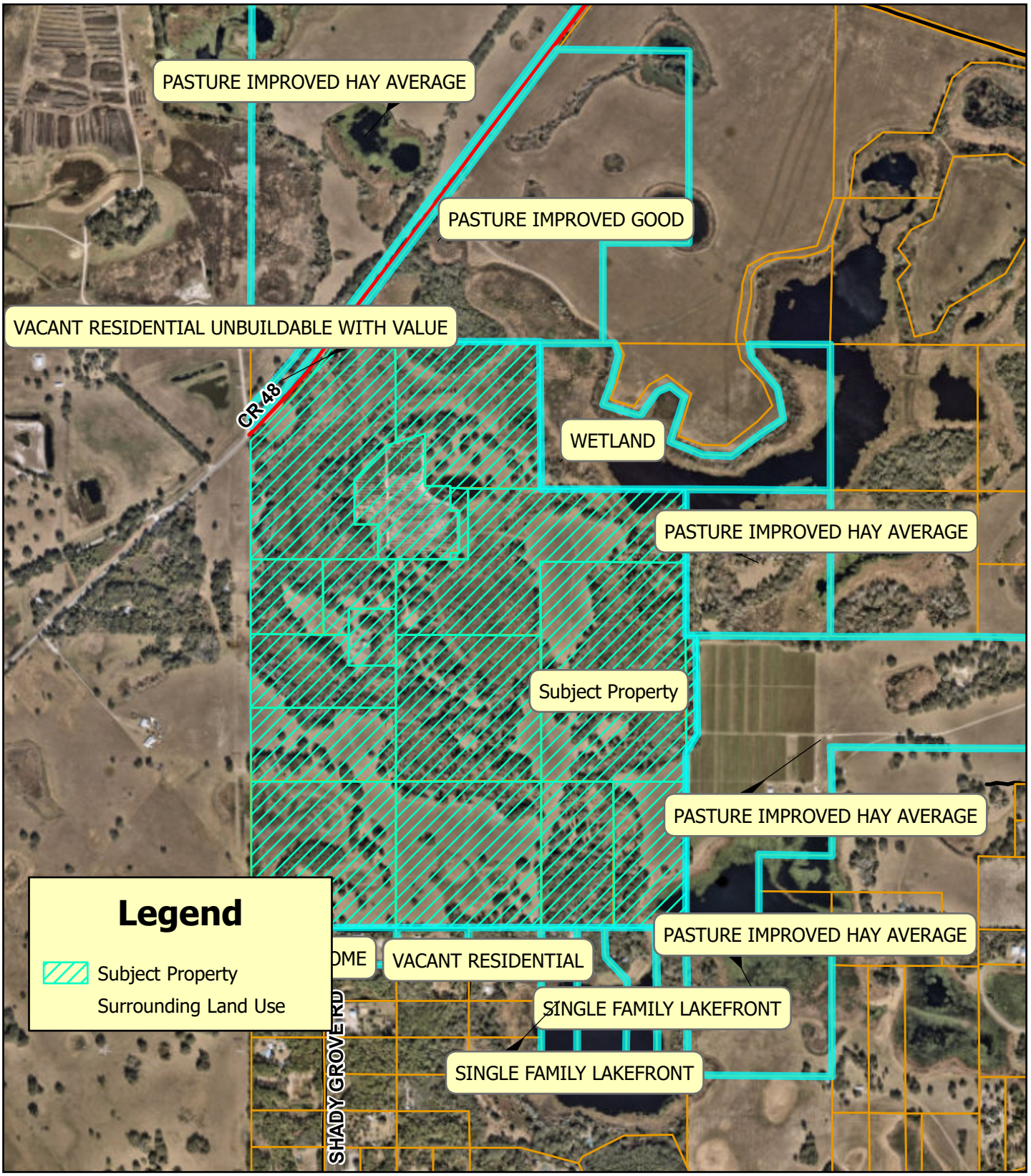
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Surrounding Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

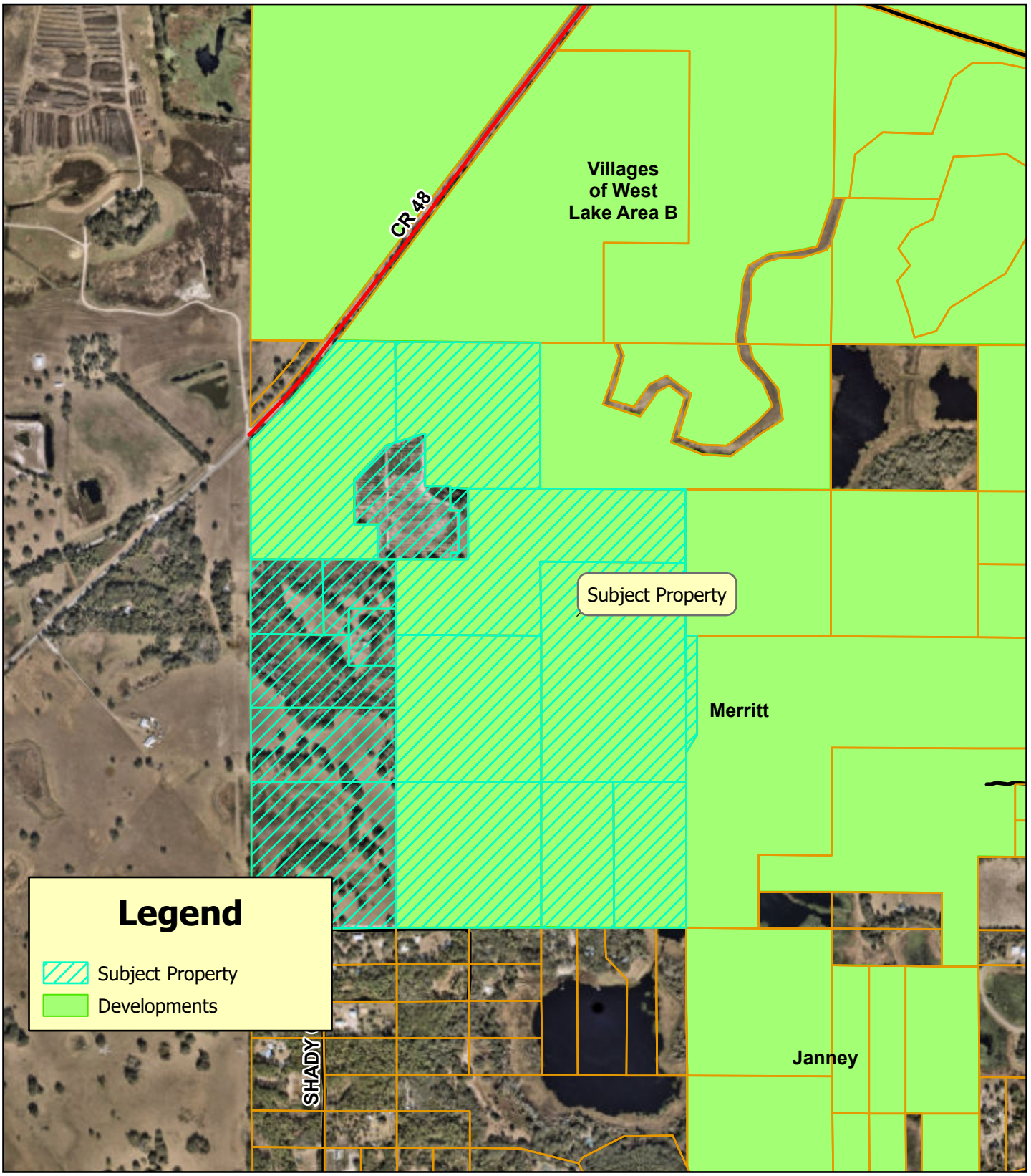
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Developments



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

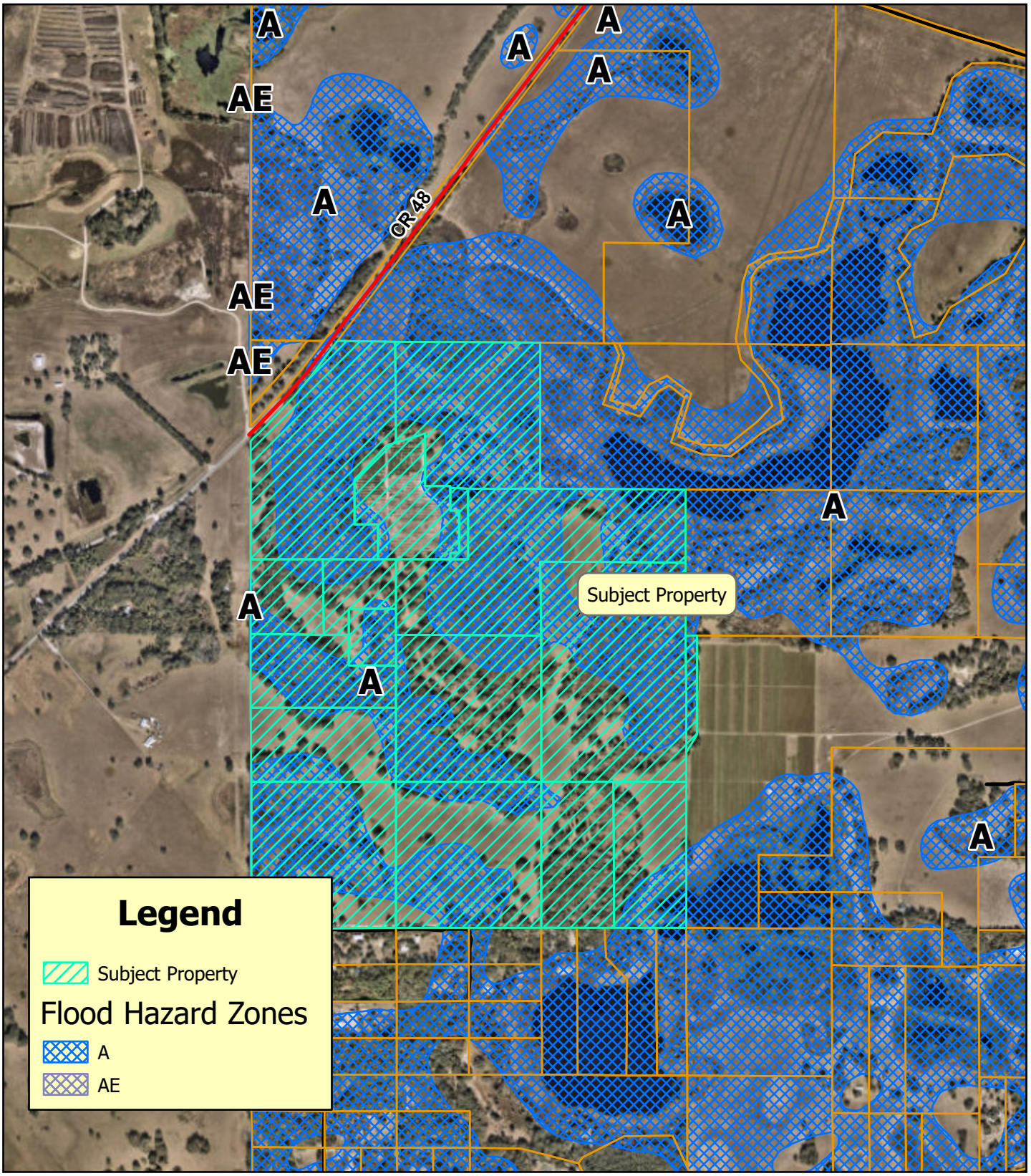
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Flood Zones



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

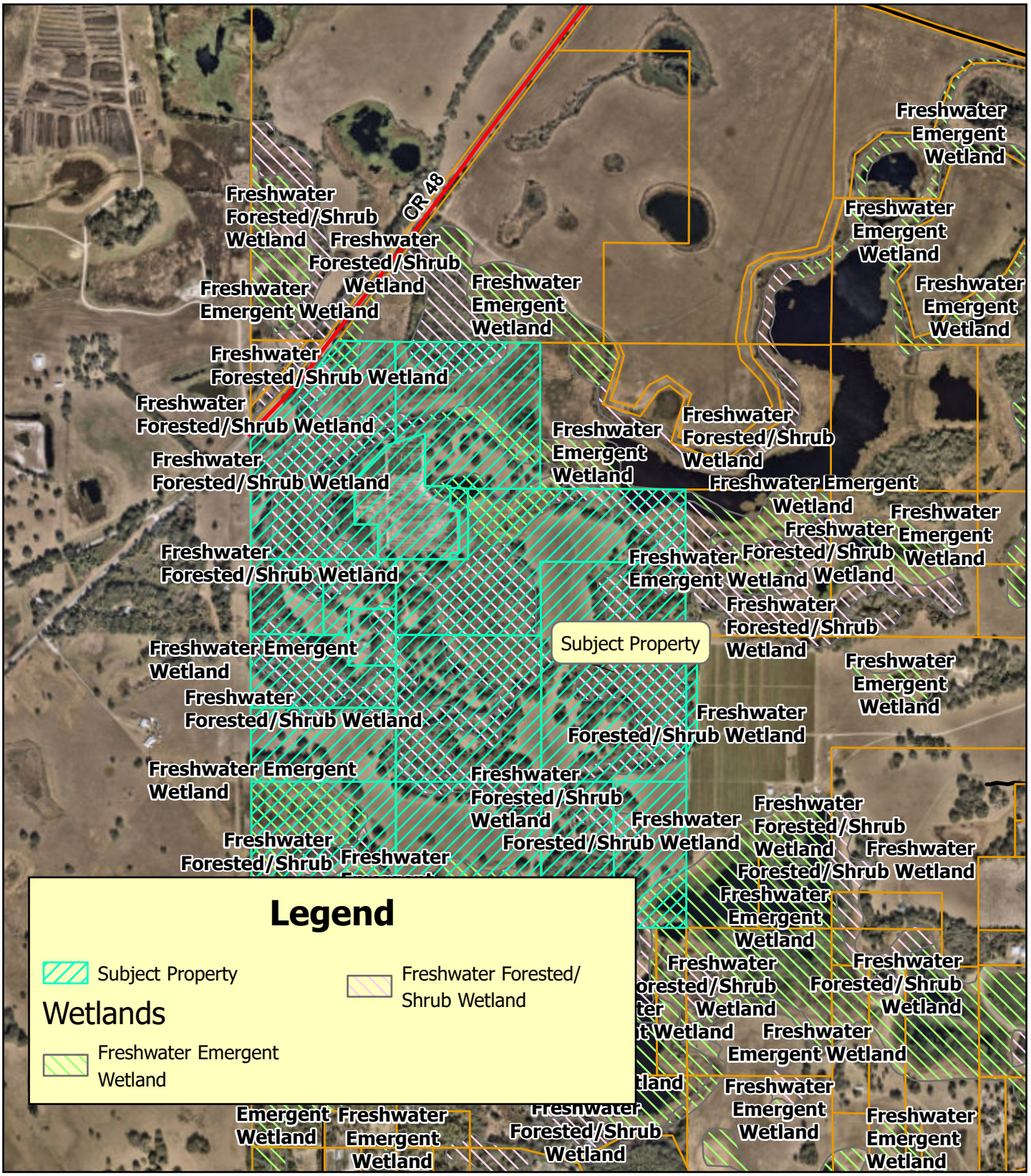
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Wetlands



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

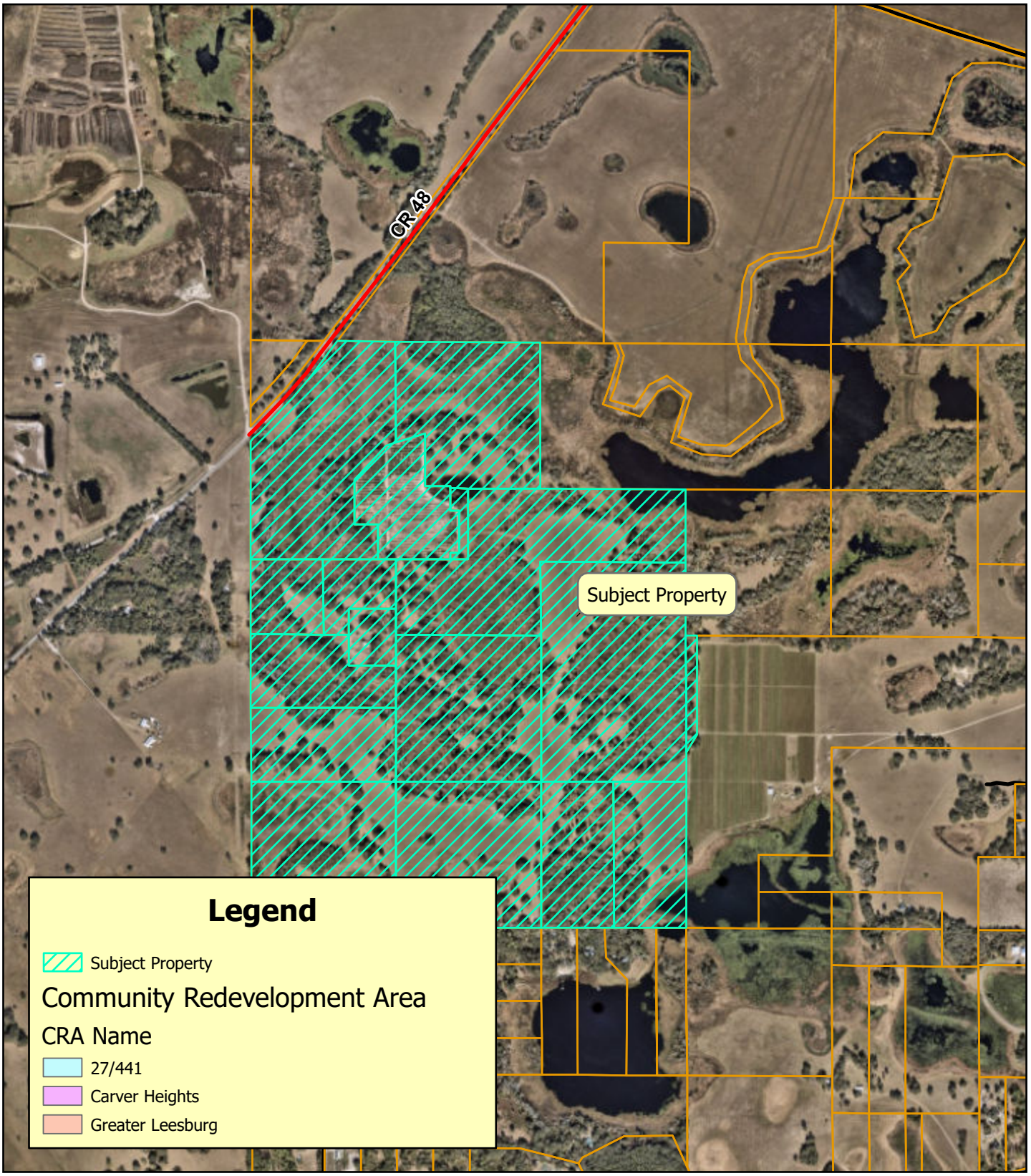
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Community Redevelopment Area



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

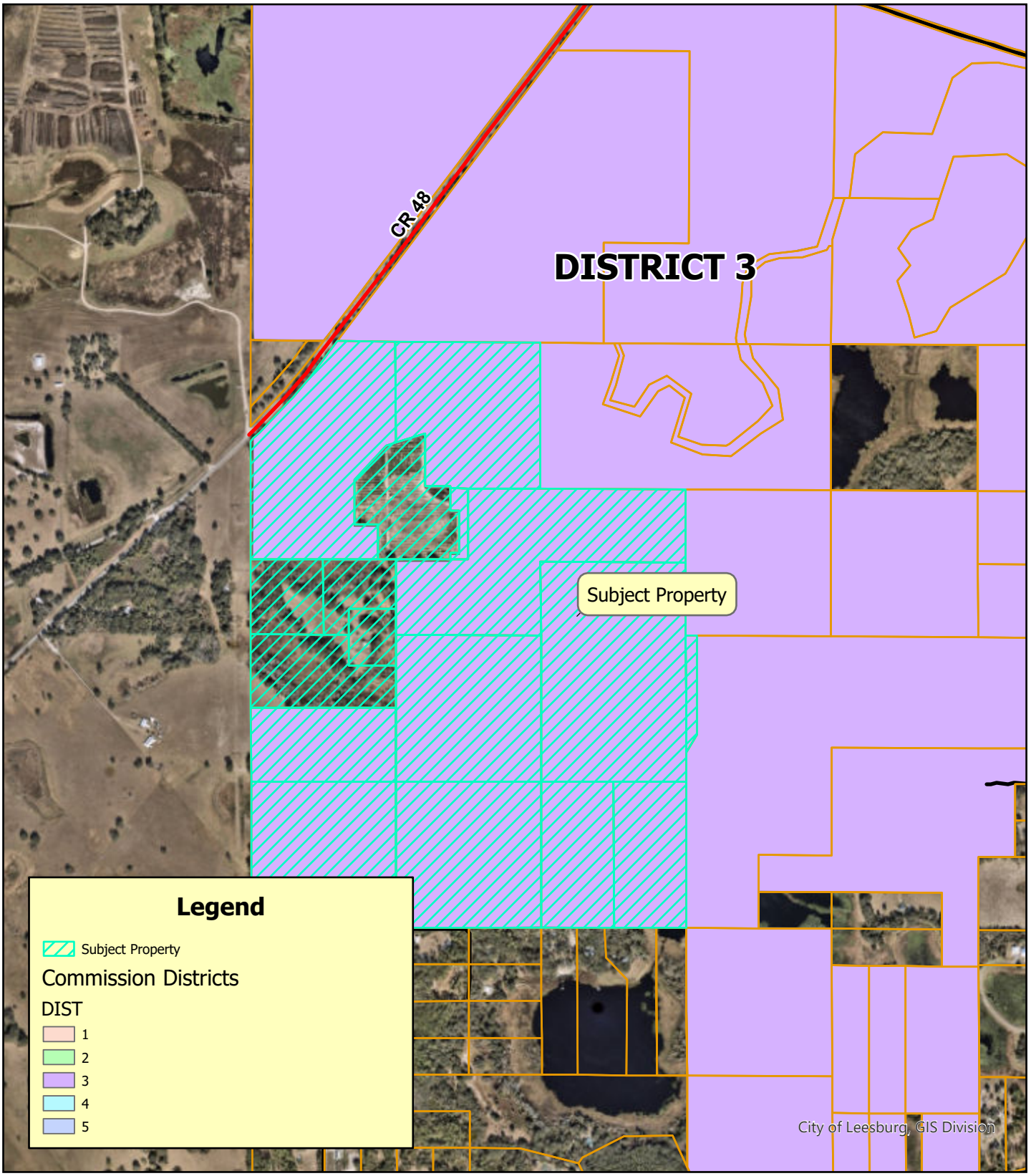
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Commission District



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

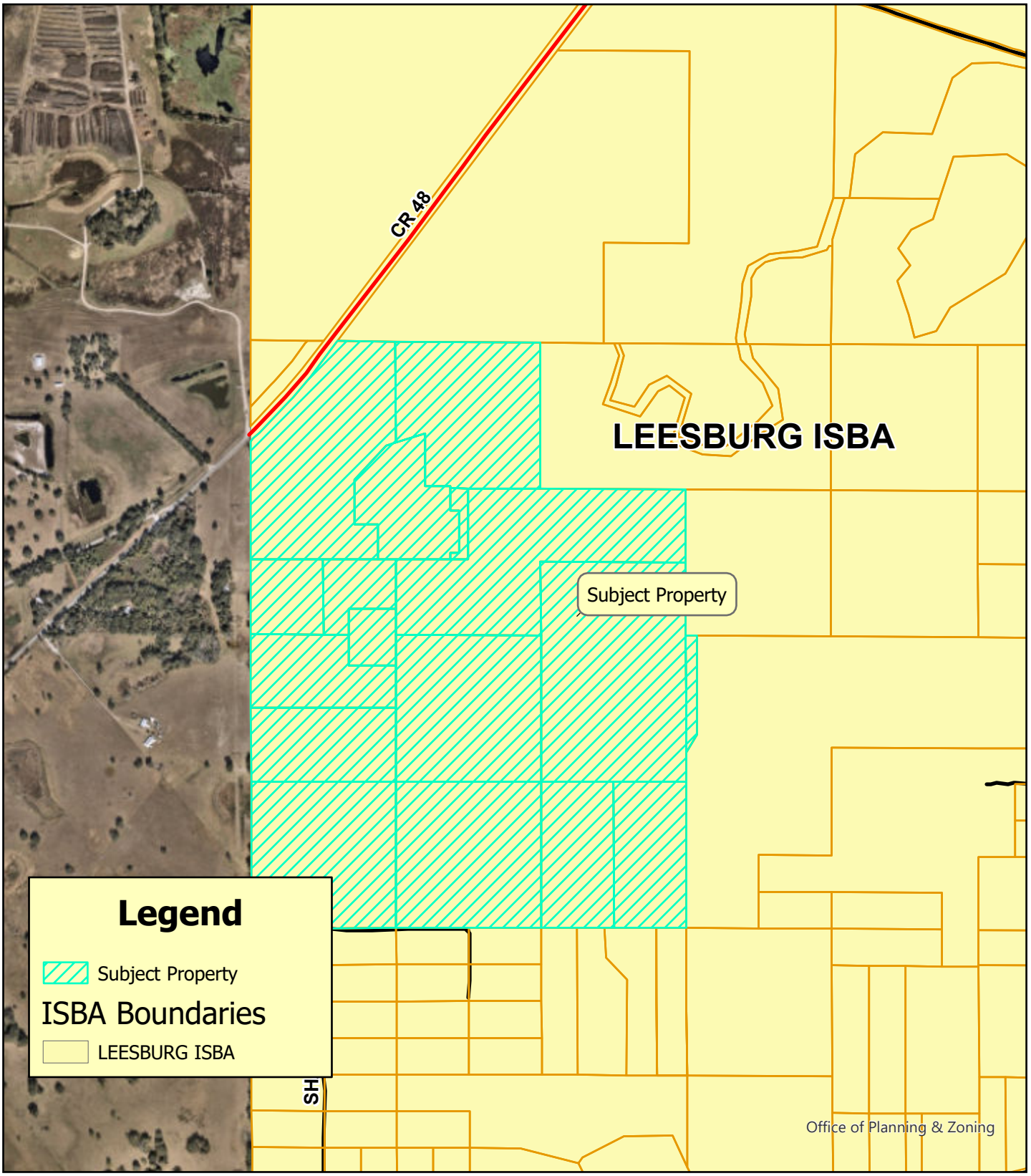
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

ISBA Boundaries



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: September 14, 2026

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 1, Definitions; amending Section 6, Benefit Amounts and Eligibility; amending Section 8, Disability; providing for Codification; providing for severability of provisions; repealing all Ordinances in conflict herewith; and providing an effective date.

Staff Recommendation:
Approve the City Ordinance amending the City of Leesburg Municipal Police Officers' Retirement Fund, amending Chapter 17.

Analysis:
This ordinance processes the retirement modification collectively agreed pursuant to the new CBA that will go into effect October 1, 2026. This specific retirement change lowered the retirement age. Currently, the "full" retirement age is 52 with 25 years of service. The new benefit will be 50 years old with 25 years of service.

Procurement Analysis:
N/A

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

Fiscal Impact:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AS FOLLOWS:

SECTION 1: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, Section 1, *Definitions*, is hereby amended to read as follows:

SECTION 1: DEFINITIONS

Salary means the total compensation for services rendered to the City as a Police Officer reportable on the Member's W-2 form, less Christmas bonuses and uniform allowances, but including any lump sum payment for accrued annual leave, accrued sick leave, accrued compensatory leave or paid time off, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or Salary reductions. For service earned after January 22, 2013 (the "effective date"), Salary shall not include more than three hundred (300) hours of overtime per calendar year and shall also not include payments for accrued unused sick or annual leave. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year or accrued unused sick or annual leave accrued as of the effective date and attributable to service earned prior to the effective date, may still be included in Salary for pension purposes even if the payment is not actually made until on or after the effective date. In any event, with respect to unused sick leave and unused annual leave accrued prior to the effective date, Salary will include the lesser of the amount of sick or annual leave time accrued on the effective date or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on the effective date. For service earned after [date] (the "effective date"), Salary shall not include more than one hundred (100) hours of off duty wages.

SECTION 2: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, Section 6, *Benefit amounts and eligibility*, subsections(1), (2) and (4), is hereby amended to read as follows:

SECTION 6: BENEFIT AMOUNTS AND ELIGIBILITY.

1. Normal Retirement Age and Date.

   For a Member who was eligible for normal retirement on or before September 30, 2015, the Member's normal retirement age is the earlier of the attainment of age fifty (50) and the completion of twenty-five (25) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. For a Member who is eligible for normal retirement on or after October 1, 2015, the Member's normal retirement age is the earlier of the attainment of age fifty-two (52) and the completion of twenty-five (25) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. For a Member who is eligible for normal retirement on or after October 1, 2026, the Member's normal retirement age is the attainment of age fifty (50) and the completion of twenty-five (25) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

2. Normal Retirement Benefit.

   A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during the Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service prior to May 27, 2003, two percent (2%) of Average Final Compensation for each year of Credited Service between May 27, 2003 and September 30, 2009, two and one-half percent (2.5%) of Average Final Compensation for each year of Credited Service between October 1, 2009 and September 30, 2015, and three percent (3.0%) of Average Final Compensation for each year of Credited Service thereafter. Notwithstanding, for Members who retire or enter the DROP on or after October 1, 2025, and for Members who are participating in the DROP as of October 1, 2025, the Normal Retirement Benefit

shall equal three and one-quarter percent (3.25%) for all years of Credited Service times Average Final Compensation.

***

4. Early Retirement Benefit

***

B. An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph A above, reduced by three percent (3%) for each year by which the commencement of benefits precedes the normal retirement date. Notwithstanding, for Members who are eligible for Early Retirement on or after October 1, 2025, the immediate monthly retirement benefit shall equal three and one-quarter percent (3.25%) of their Average Final Compensation for each year of Credited Service. For the avoidance of doubt this new benefit multiplier of three and one-quarter percent (3.25%) is intended to apply retroactively to all years of Credited Service completed in whole or in part as of October 1, 2025. The monthly retirement benefit of the aforementioned eligible participants shall be re-calculated by applying the change in increased benefit multiplier to all years of Credited Service and adjusting their respective monthly benefit amounts effective with the October 1, 2025 allocations and payable accordingly going forward.

SECTION 3: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, Section 8, *Disability*, subsections(1) and (3), is hereby amended to read as follows:

SECTION 8: DISABILITY

1. Disability Benefits In-Line of Duty.

Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability was directly caused by the performance of his duty as a Police Officer, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three percent (3%) of his Average Final Compensation for each year of Credited Service prior to May 27, 2003, plus two percent (2%) of Average Final Compensation for each year of Credited

Service between May 27, 2003 and September 30, 2009, plus two and one-half percent (2.5%) of Average Final Compensation for each year of Credited Service between October 1, 2009 and September 30, 2015, plus three percent (3%) of Average Final Compensation for each year of Credited Service on or after October 1, 2015. Notwithstanding, for Members who are eligible for an In-Line of Duty Disability Benefit on or after October 1, 2025, the monthly Disability Benefit shall equal three and one-quarter percent (3.25%) of their Average Final Compensation for each year of Credited Service. For the avoidance of doubt this new benefit multiplier of three and one-quarter percent (3.25%) is intended to apply retroactively to all years of Credited Service completed in whole or in part as of October 1, 2025. The monthly retirement benefit of the aforementioned eligible participants shall be re-calculated by applying the change in increased benefit multiplier to all years of Credited Service and adjusting their respective monthly benefit amounts effective with the October 1, 2025 allocations and payable accordingly going forward. ~~but~~ In any event the minimum amount paid to the Member shall be fifty percent (50%) of his Average Final Compensation. Eligibility requirements for disability benefits are set forth in subsection 7., below.

2. Disability Benefits Not-in Line of Duty.

Any Member with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability is not directly caused by the performance of his duties as a Police Officer shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three percent (3%) of his Average Final Compensation for each year of Credited Service prior to May 27, 2003, plus two percent (2%) of Average Final Compensation for each year of Credited Service between May 27, 2003 and September 30, 2009, plus two and one-half percent (2.5%) of Average Final Compensation for each year of Credited Service between October 1, 2009 and September 30, 2015, plus three percent (3%) of Average Final Compensation for each year of Credited Service on or after October 1, 2015. Notwithstanding, for Members who are eligible for an Not-In Line of Duty Disability Benefit on or after October 1, 2025, the monthly Disability Benefit shall equal three and one-quarter percent (3.25%) of their Average Final Compensation for each year of Credited Service. For the avoidance of doubt this new benefit multiplier of three and one-quarter percent (3.25%) is intended to apply retroactively to all years of Credited Service completed in whole or in part as of October 1, 2025. The monthly retirement benefit of the aforementioned eligible participants shall be re-calculated by applying the change in increased benefit multiplier to all years

of Credited Service and adjusting their respective monthly benefit amounts effective with the October 1, 2025 allocations and payable accordingly going forward ~~But~~ In any event the minimum amount paid to the Member shall be twenty-five percent (25%) of his Average Final Compensation. Eligibility requirements for disability benefits are set forth in subsection 7., below.

SECTION 4: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 5: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7: This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida, held at City Hall, Leesburg, Florida, on the ___ day of _____, 2026.

By:_____

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.1.
Meeting Date:	September 14, 2026
From:	Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)
Subject:	An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 36.99 +/- acres from City of Leesburg General Commercial to City of Leesburg Age Restricted Development, for a property generally located south of County Road 470 and east of Ronald Reagan Turnpike, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. **(VOWL 7th Site Plan SSCP)**

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission, by unanimous vote, recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 36.99 +/- acres, from City of Leesburg General Commercial to City of Leesburg Age Restricted Development.

Analysis:
The project site is approximately 36.99 acres. The property is generally located south of County Road 470 and east of Ronald Reagan Turnpike. Currently, the property is undeveloped acreage. The proposed use is to apply existing The Villages of West Lake Chapter 163 Codes, spread previously approved density across the proposed acreage, and provide consistent development patterns for the property. The surrounding Future Land Use Map designations of Lake County Urban Low, City of Leesburg Age Restricted Development, Institutional, Conservation, and Industry and Technology Commerce Park, are compatible, as conditioned in the Chapter 163 Agreements, with the proposed future land use designation of City Age Restricted Development. The proposed zoning designation of City ARD (Age Restricted Development) will provide for development that is consistent with the City’s adopted The Villages of West Lake Chapter 163 Codes and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement and was previously annexed under Ordinance 91-04. This agreement, which was approved by the City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on July 23, 2026, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested small-scale comprehensive plan amendment from City of Leesburg General Commercial to City of Leesburg Age Restricted Development; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 36.99 +/- ACRES FROM CITY OF LEESBURG GENERAL COMMERCIAL TO CITY OF LEESBURG AGE RESTRICTED DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 470 AND EAST OF RONALD REAGAN TURNPIKE, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL 7TH SITE PLAN SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on November 25, 2024, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 36.99 acres of land generally located south of County Road 470 and east of Ronald Reagan Turnpike, from City of Leesburg General Commercial to City of Leesburg Age Restricted Development, as shown on the revised map of said area, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida;

Section 2.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

THE VILLAGES OF WEST LAKE

SEVENTH AMENDMENT – COMPREHENSIVE PLAN

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°36'02" WEST 508.32 FEET; THENCE SOUTH 89°20'23" EAST 925.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC LENGTH OF 298.99 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 15°52'16" WEST, 294.96 FEET, TO THE END OF SAID CURVE; THENCE NORTH 00°26'37" EAST 226.40 FEET; THENCE NORTH 89°24'15" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AND ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING.

AND

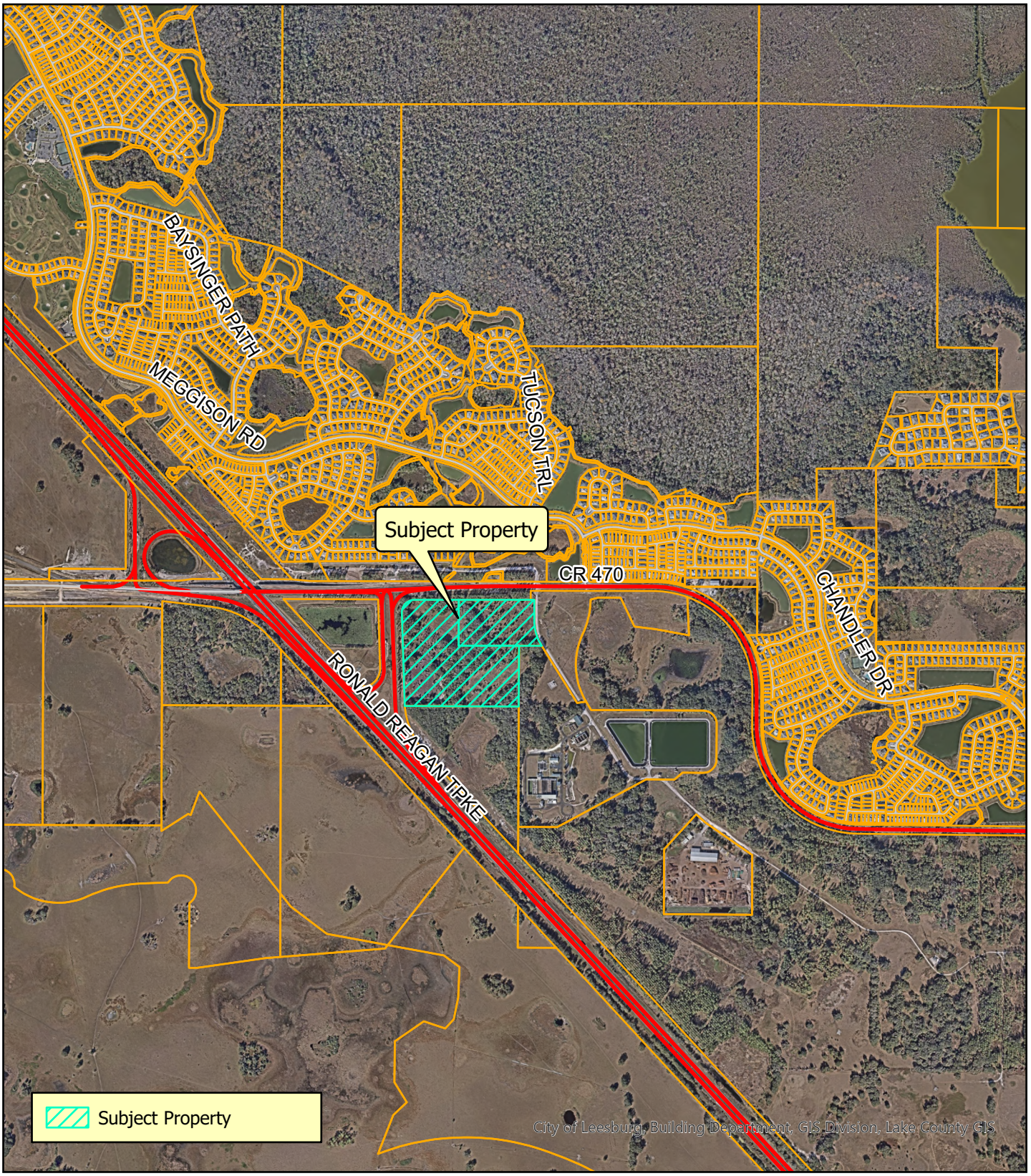
THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017; THENCE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°23'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 408.21 FEET; THENCE SOUTH 87°34'38" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 93.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 137.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE THROUGH A CENTRAL ANGLE OF 88°46'20", AN ARC LENGTH OF 213.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 43°11'28" WEST, 192.36 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 01°11'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE 975.91 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 890.63 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°37'55", AN ARC LENGTH OF 56.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°00'39"

EAST, 56.45 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE RUN SOUTH 89°18'21" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1269.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00°39'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 671.35 FEET; THENCE NORTH 89°20'23" WEST 672.53 FEET; THENCE NORTH 00°36'02" EAST 508.32 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 36.99 ACRES, MORE OR LESS

Extended Aerial



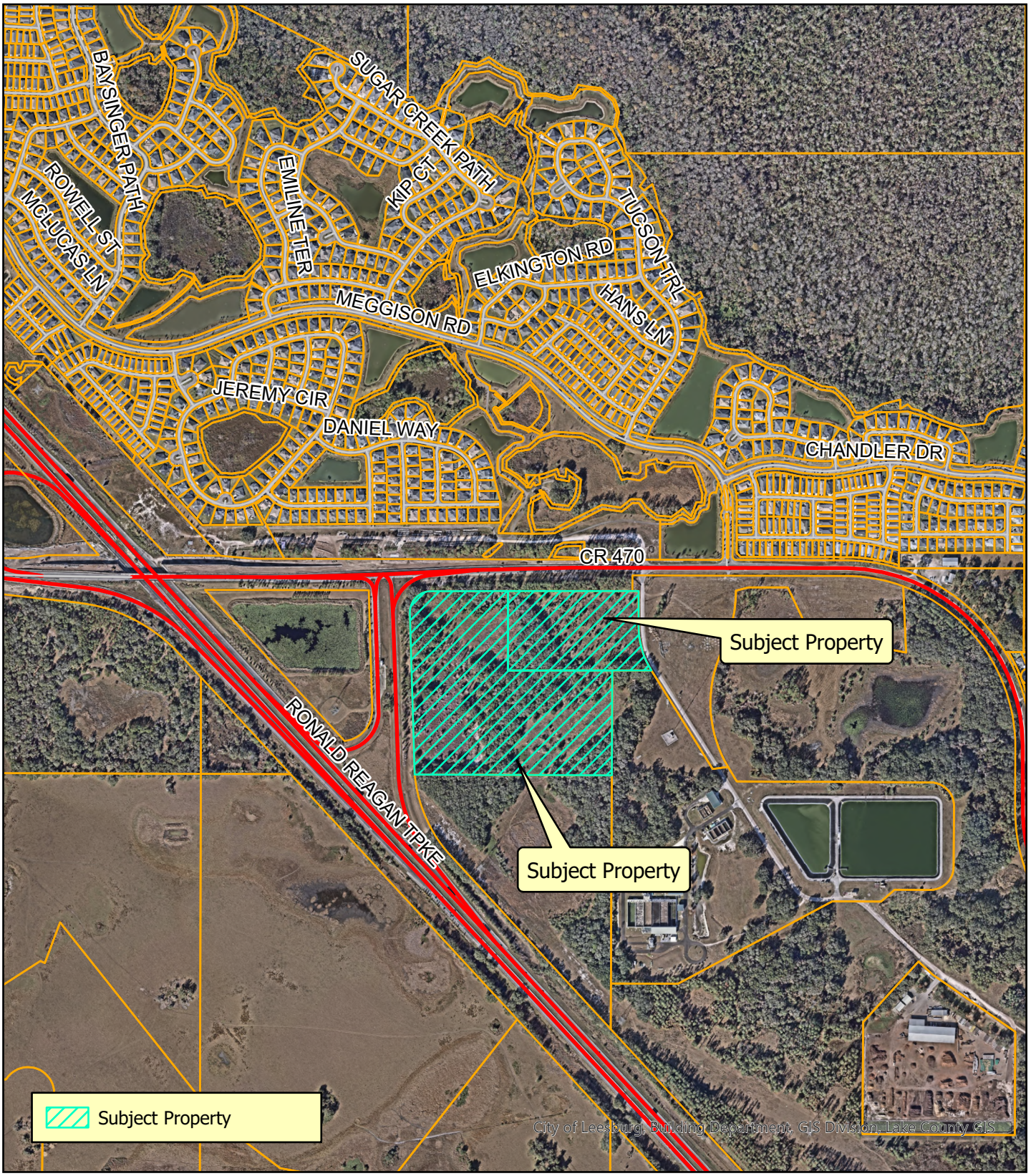
Planning & Zoning Department

N

0 650 1,300 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Aerial



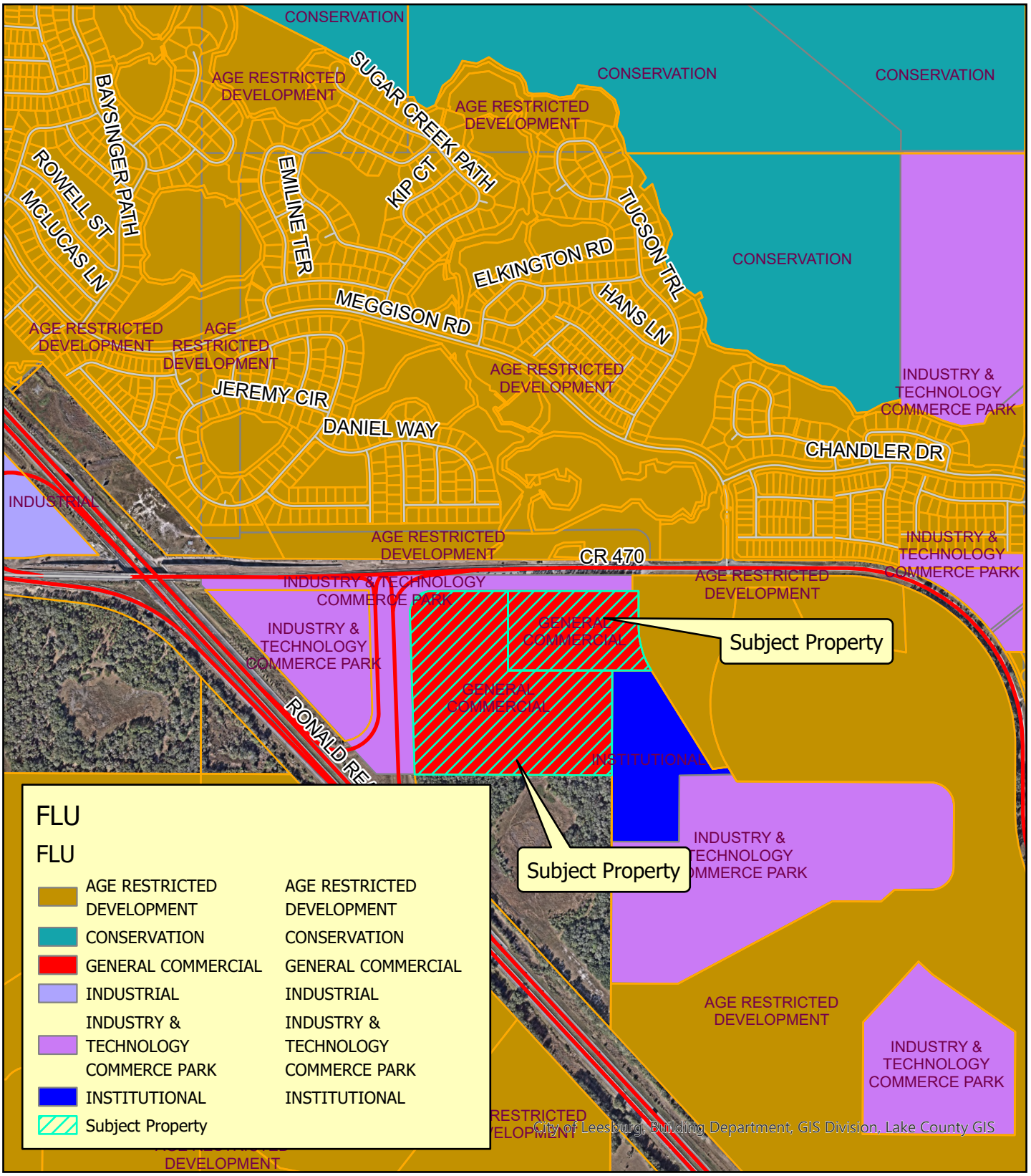
Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Future Land Use



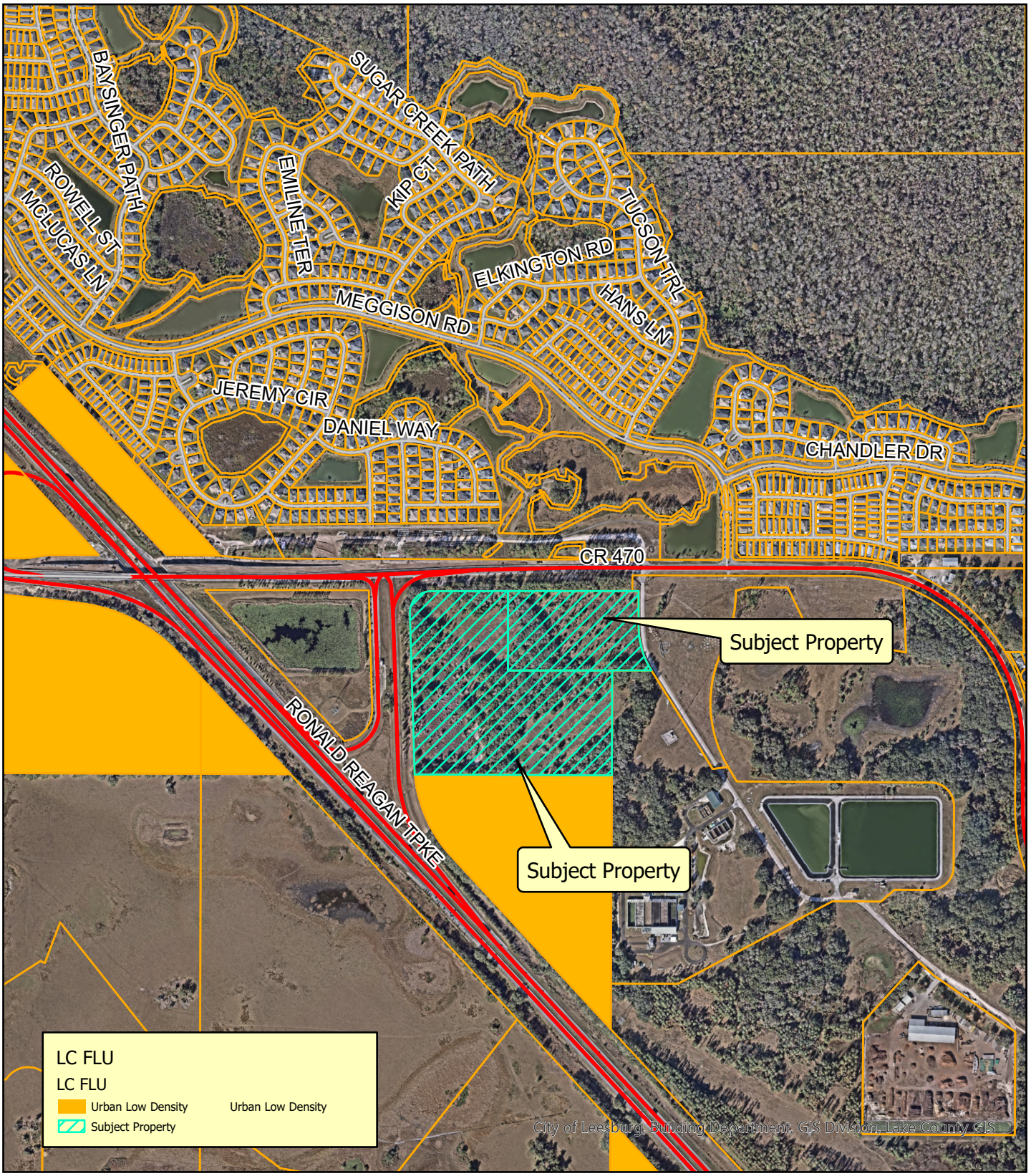
Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Lake County Future Land Use



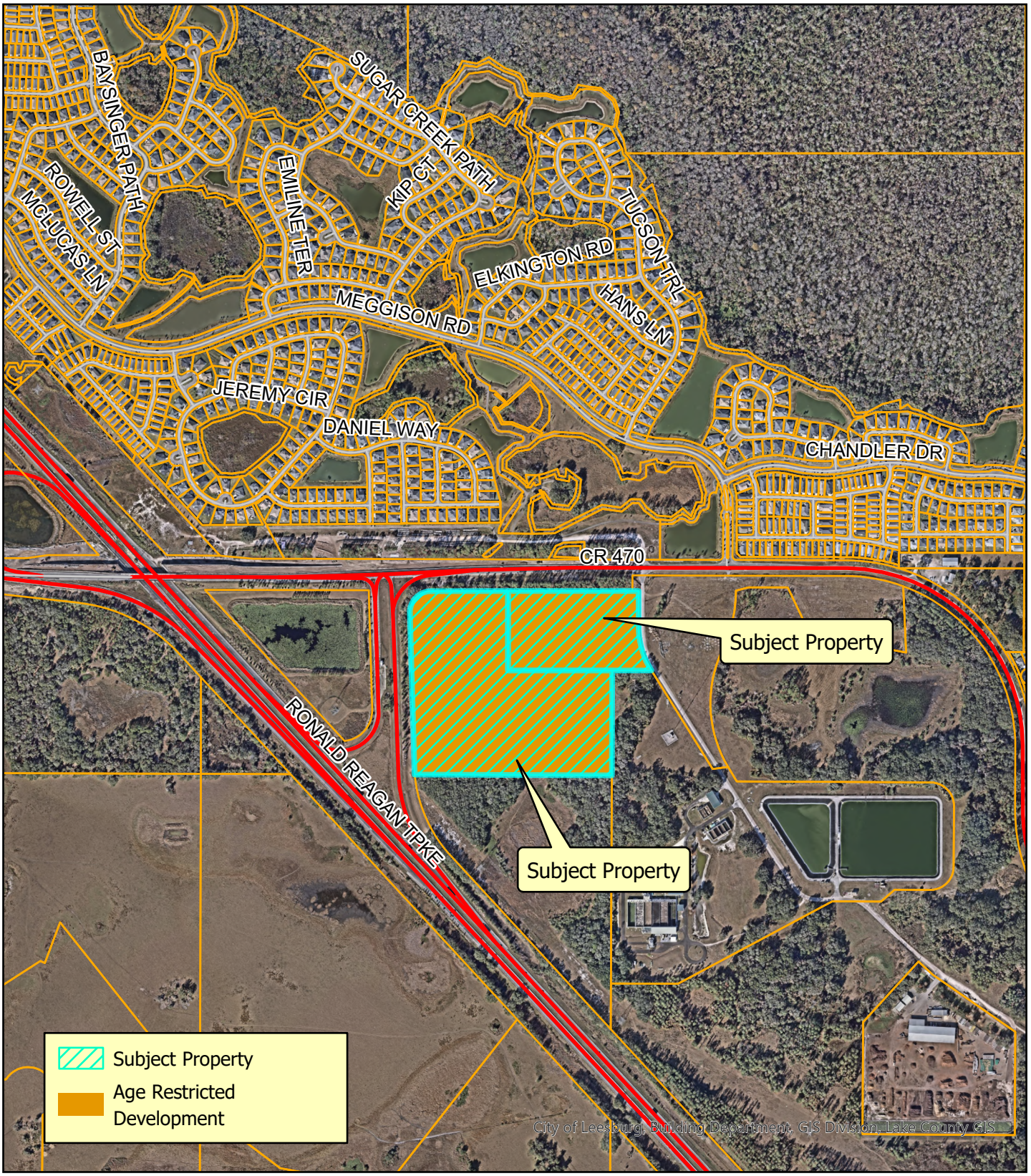
Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Proposed Future Land Use



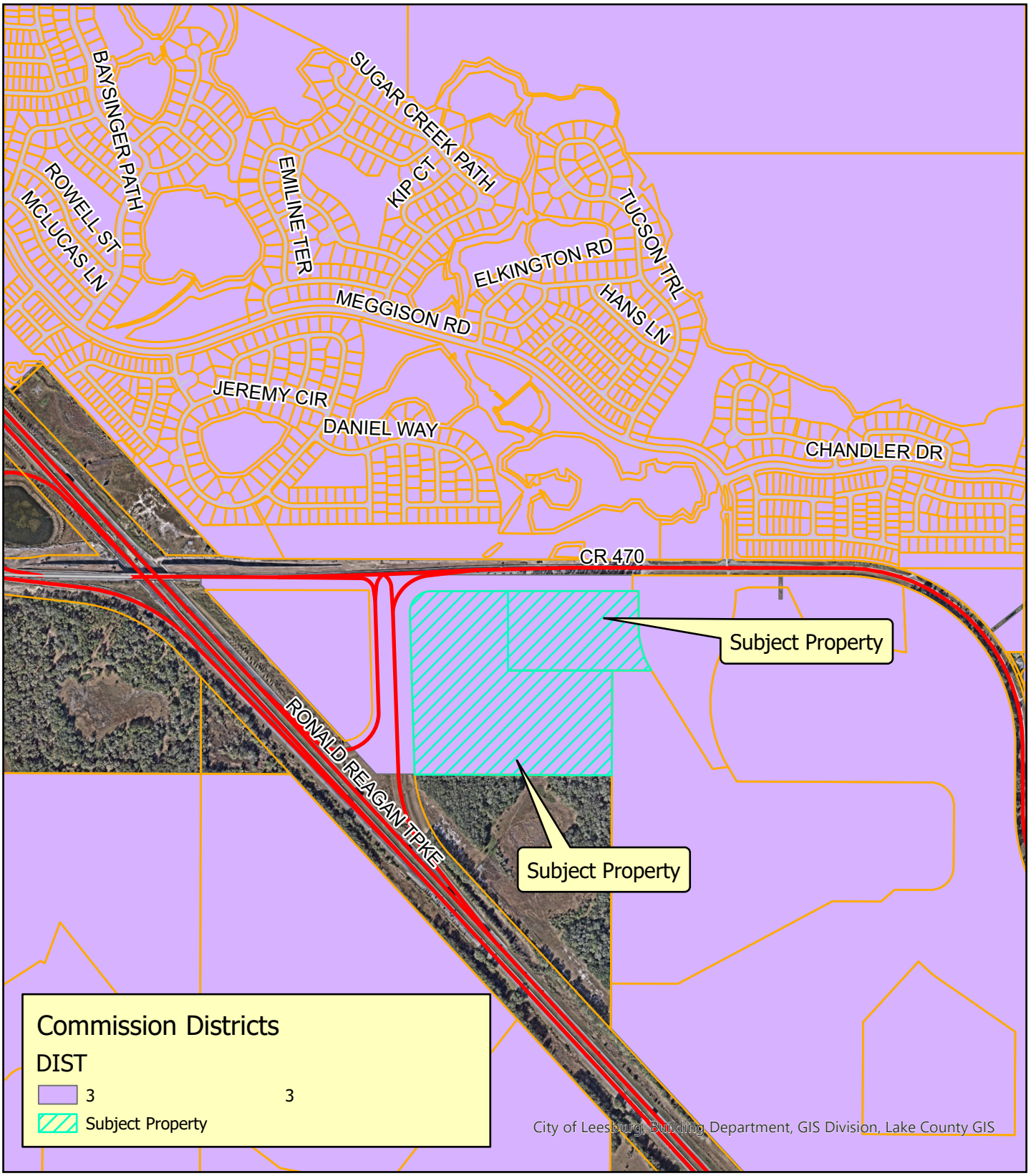
Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Commission District

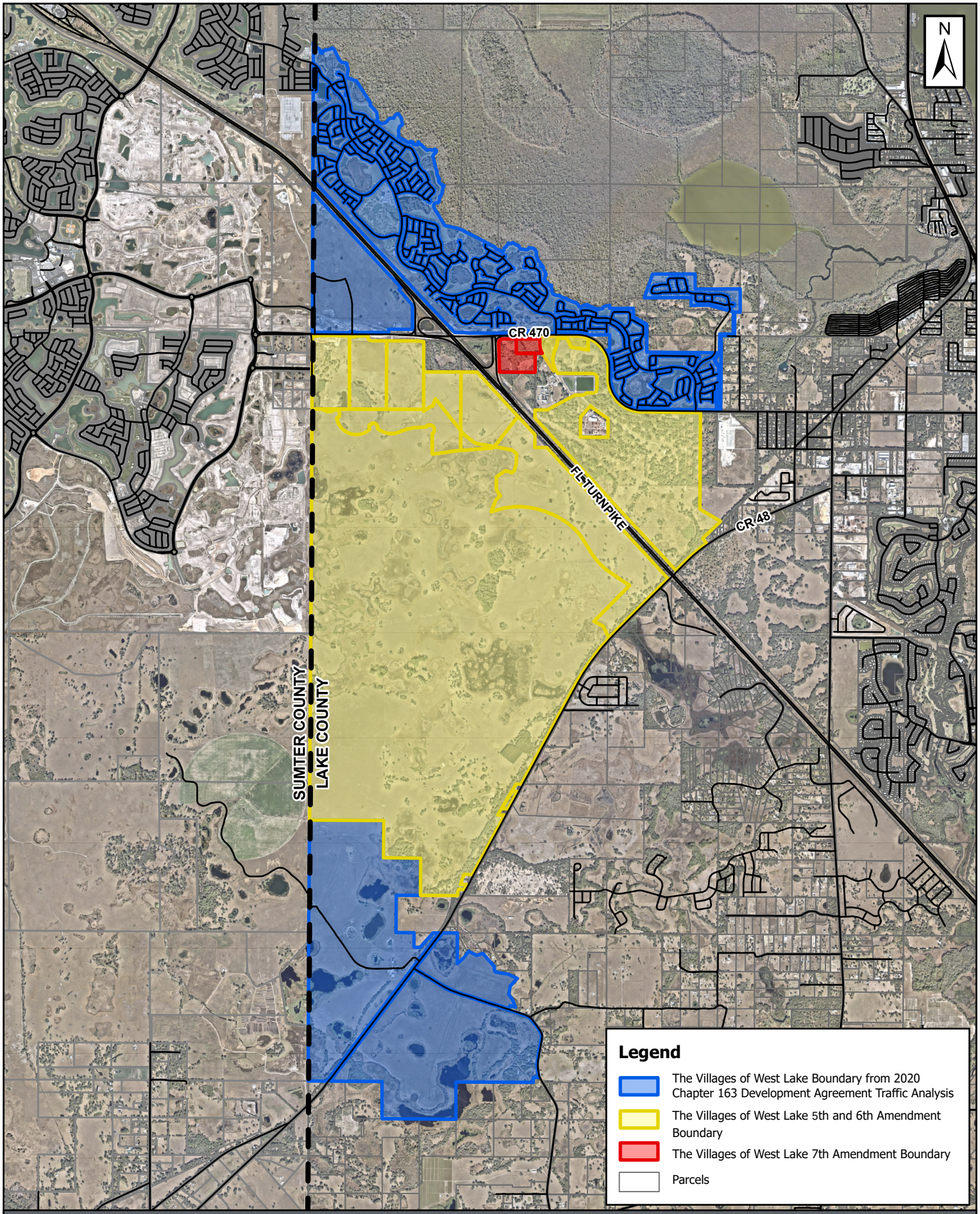


Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026



VILLAGES OF WEST LAKE

Kimley»Horn

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Exhibit 6 - Updated Chapter 163 Development Agreement Traffic Analysis Property Boundary Map

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: July 23, 2026
OWNER: 470 LEESBURG LLC
PETITIONER: The Villages Land Company, LLC
PROJECT: VOWL 7th SP
REQUEST: Small Scale Comprehensive Plan Amendment from City General Commercial to Age Restricted Development and Rezoning from City PUD (Planned Unit Development) to ARD (Age Restricted Development).
CASE NO.: SSCP-26-1343; RZ-26-1344

GENERAL LOCATION: South of County Road 470 and east of Ronald Reagan Turnpike.

FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Age Restricted Development, Conservation, Industry and Technology Commerce Park
South – Lake County Urban Low, City of Leesburg Age Restricted Development
East – City of Leesburg Institutional, Age Restricted Development, Industry and Technology Commerce Park
West – Lake County Urban Low; City of Leesburg Industrial, Age Restricted Development, Industry and Technology Commerce Park

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Age Restricted Development

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
General Commercial	Age Restricted Development	36.99 +/-

EXISTING ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg ARD (Age Restricted Development), P (Public)
South – Lake County A (Agriculture); City of Leesburg ARD (Age Restricted Development)
East – City of Leesburg Age Restricted Development), PUD (Planned Unit Development), SPUD (Small Planned Unit Development), and CIP (Commercial Industrial Planned)
West – Lake County A (Agriculture); City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City of Leesburg ARD (Age Restricted Development)

EXISTING LAND USE: Undeveloped acreage.

SURROUNDING LAND USE:

North – Age Restricted Residential
South – Vacant Government
East – Improved Government Municipal; Utility; Vacant Commercial
West – Government Wetland; Timber

PROPOSED LAND USE: ARD (Age Restricted Development) to apply existing Villages Chapter 163 Codes to provide consistent Villages development patterns.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: July 17, 2026
OWNER: 470 LEESBURG LLC
PETITIONER: The Villages Land Company, LLC
PROJECT: VOWL 7th SP
REQUEST: Small Scale Comprehensive Plan Amendment from City General Commercial to Age Restricted Development and Rezoning from City PUD (Planned Unit Development) to ARD (Age Restricted Development).
CASE NO.: SSCP-26-1343; RZ-26-1344

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/17/2026.

FIRE

No comments received as of 7/17/2026.

ELECTRIC

Leesburg Electric has no objections. This is outside of our Service territory. – Steve Davis, 7/2/2026.

GAS

As a reminder, the city ordinance is as follows for new developments:

Owner shall ensure that not less than eighty percent (80%) of the planned (Insert Number) units within the Development are equipped with:
A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
B. A natural gas water heater, and natural gas stove, and natural gas dryer.

No other comments at this time.

– Chris Matthews, 7/6/2026.

GIS/ADDRESSING

GIS has no comments. – Nicolas Tota, 7/2/2026.

BUILDING

No comments received as of 7/17/2026.

PUBLIC WORKS

Public Works has no issues with this request. – Cliff Kelsey, 7/2/2026.

HOUSING & REDEVELOPMENT

No comments received as of 7/17/2026.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 7/2/2026.

LAKE COUNTY SCHOOLS

The school district does not have any comment for the addition of acreage to the Villages of West Lake development. – Helen LaValley, 7/2/2026.

PUBLIC RESPONSES

Approval

No comments received as of 7/17/2026.

Disapproval

No comments received as of 7/17/2026.

No comment

No comments received as of 7/17/2026.

Notice of Appearance filed:

No comments received as of 7/17/2026.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 7/17/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 7/17/2026.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 7/17/2026.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	July 23, 2026
OWNER:	470 LEESBURG LLC
PETITIONER:	The Villages Land Company, LLC
PROJECT:	VOWL 7th SP
REQUEST:	Small Scale Comprehensive Plan Amendment from City General Commercial to Age Restricted Development
CASE NO.:	SSCP-26-1343

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed request is compatible with the adjacent Future Land Use designations of Lake County Urban Low, City of Leesburg Age Restricted Development, Institutional, Conservation, and Industry and Technology Commerce Park.

3. The proposed request is compatible with the proposed zoning of ARD (Age Restricted Development).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Small Scale Comprehensive Plan amendment from City General Commercial to City Age Restricted Development, and forward the recommendation to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: September 14, 2026

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 36.99 +/- acres from City of Leesburg PUD (Planned Unit Development) to City ARD (Age Restricted Development), to apply existing The Villages Chapter 163 Codes, spread previously approved density to across the proposed acreage, and provide consistent The Villages development patterns, for a property generally located south of County Road 470 and east of Ronald Reagan Turnpike, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. **(VOWL 7th Site Plan RZ)**

Staff Recommendation:
Planning and Zoning Staff and Planning Commission, by unanimous vote, recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to City ARD (Age Restricted Development) to provide consistent patterns of development for The Villages of West Lake.

Analysis:
The project site is approximately 36.99 +/- acres, and is generally located south of County Road 470 and east of Ronald Reagan Turnpike, as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow the application of existing The Villages Chapter 163 Codes, spread previously approved density to across the proposed acreage, and provide consistent The Villages development patterns. The existing land uses surrounding the property are Age Restricted Residential, Vacant Government, Improved Government Municipal; Utility; Vacant Commercial, Government Wetland, and Timber. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 23, 2026, and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the proposed rezoning from City of Leesburg PUD (Planned Unit Development) to City ARD (Age Restricted Development), or,
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 36.99 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY ARD (AGE RESTRICTED DEVELOPMENT), TO APPLY EXISTING THE VILLAGES CHAPTER 163 CODES, SPREAD PREVIOUSLY APPROVED DENSITY TO ACROSS THE PROPOSED ACREAGE, AND PROVIDE CONSISTENT THE VILLAGES DEVELOPMENT PATTERNS, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 470 AND EAST OF RONALD REAGAN TURNPIKE, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL 7TH SITE PLAN RZ)

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

Section 1.

Based upon the petition of Brandon Matulka, on behalf of The Villages Land Company, LLC, Petitioner, of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg PUD (Planned Unit Development) to City ARD (Age Restricted Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

THE VILLAGES OF WEST LAKE

SEVENTH AMENDMENT – REZONING

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°36'02" WEST 508.32 FEET; THENCE SOUTH 89°20'23" EAST 925.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC LENGTH OF 298.99 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 15°52'16" WEST, 294.96 FEET, TO THE END OF SAID CURVE; THENCE NORTH 00°26'37" EAST 226.40 FEET; THENCE NORTH 89°24'15" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AND ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017; THENCE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°23'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 408.21 FEET; THENCE SOUTH 87°34'38" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 93.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 137.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE THROUGH A CENTRAL ANGLE OF 88°46'20", AN ARC LENGTH OF 213.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 43°11'28" WEST, 192.36 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 01°11'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE 975.91 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 890.63 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°37'55", AN ARC LENGTH OF 56.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°00'39"

THE VILLAGES OF WEST LAKE

SEVENTH AMENDMENT – REZONING

EAST, 56.45 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE RUN SOUTH 89°18'21" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1269.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00°39'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 671.35 FEET; THENCE NORTH 89°20'23" WEST 672.53 FEET; THENCE NORTH 00°36'02" EAST 508.32 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 36.99 ACRES, MORE OR LESS

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: July 23, 2026
OWNER: 470 LEESBURG LLC
PETITIONER: The Villages Land Company, LLC
PROJECT: VOWL 7th SP
REQUEST: Small Scale Comprehensive Plan Amendment from City General Commercial to Age Restricted Development and Rezoning from City PUD (Planned Unit Development) to ARD (Age Restricted Development).
CASE NO.: SSCP-26-1343; RZ-26-1344

GENERAL LOCATION: South of County Road 470 and east of Ronald Reagan Turnpike.

FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Age Restricted Development, Conservation, Industry and Technology Commerce Park
South – Lake County Urban Low, City of Leesburg Age Restricted Development
East – City of Leesburg Institutional, Age Restricted Development, Industry and Technology Commerce Park
West – Lake County Urban Low; City of Leesburg Industrial, Age Restricted Development, Industry and Technology Commerce Park

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Age Restricted Development

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
General Commercial	Age Restricted Development	36.99 +/-

EXISTING ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg ARD (Age Restricted Development), P (Public)
South – Lake County A (Agriculture); City of Leesburg ARD (Age Restricted Development)
East – City of Leesburg Age Restricted Development), PUD (Planned Unit Development), SPUD (Small Planned Unit Development), and CIP (Commercial Industrial Planned)
West – Lake County A (Agriculture); City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City of Leesburg ARD (Age Restricted Development)

EXISTING LAND USE: Undeveloped acreage.

SURROUNDING LAND USE:

North – Age Restricted Residential
South – Vacant Government
East – Improved Government Municipal; Utility; Vacant Commercial
West – Government Wetland; Timber

PROPOSED LAND USE: ARD (Age Restricted Development) to apply existing Villages Chapter 163 Codes to provide consistent Villages development patterns.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	July 23, 2026
OWNER:	470 LEESBURG LLC
PETITIONER:	The Villages Land Company, LLC
PROJECT:	VOWL 7th SP
REQUEST:	Rezoning from City PUD (Planned Unit Development) to ARD (Age Restricted Development).
CASE NO.:	RZ-26-1344

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. The proposed request for an ARD (Age Restricted Development) zoning is compatible with the current surrounding zoning districts, including Lake County A (Agriculture); City of Leesburg Age Restricted Development), PUD (Planned Unit Development), SPUD (Small Planned Unit Development), CIP (Commercial Industrial Planned), and P (Public).

2. The proposed zoning, as conditioned in the adopted Chapter 163 agreement, is compatible with the proposed future land use designation amendment to City Age Restricted Development, and the current surrounding Future Land Use designations.

3. The site is compatible with existing The Villages of West Lake approved developments along CR 470.

4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned in the adopted Chapter 163 agreement.

Action Requested:

1. Vote to **approve** the proposed rezoning from City PUD (Planned Unit Development) to City ARD (Age Restricted Development), and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: July 17, 2026
OWNER: 470 LEESBURG LLC
PETITIONER: The Villages Land Company, LLC
PROJECT: VOWL 7th SP
REQUEST: Small Scale Comprehensive Plan Amendment from City General Commercial to Age Restricted Development and Rezoning from City PUD (Planned Unit Development) to ARD (Age Restricted Development).
CASE NO.: SSCP-26-1343; RZ-26-1344

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/17/2026.

FIRE

No comments received as of 7/17/2026.

ELECTRIC

Leesburg Electric has no objections. This is outside of our Service territory. – Steve Davis, 7/2/2026.

GAS

As a reminder, the city ordinance is as follows for new developments:

Owner shall ensure that not less than eighty percent (80%) of the planned (Insert Number) units within the Development are equipped with:
A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
B. A natural gas water heater, and natural gas stove, and natural gas dryer.

No other comments at this time.

– Chris Matthews, 7/6/2026.

GIS/ADDRESSING

GIS has no comments. – Nicolas Tota, 7/2/2026.

BUILDING

No comments received as of 7/17/2026.

PUBLIC WORKS

Public Works has no issues with this request. – Cliff Kelsey, 7/2/2026.

HOUSING & REDEVELOPMENT

No comments received as of 7/17/2026.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 7/2/2026.

LAKE COUNTY SCHOOLS

The school district does not have any comment for the addition of acreage to the Villages of West Lake development. – Helen LaValley, 7/2/2026.

PUBLIC RESPONSES

Approval

No comments received as of 7/17/2026.

Disapproval

No comments received as of 7/17/2026.

No comment

No comments received as of 7/17/2026.

Notice of Appearance filed:

No comments received as of 7/17/2026.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 7/17/2026.

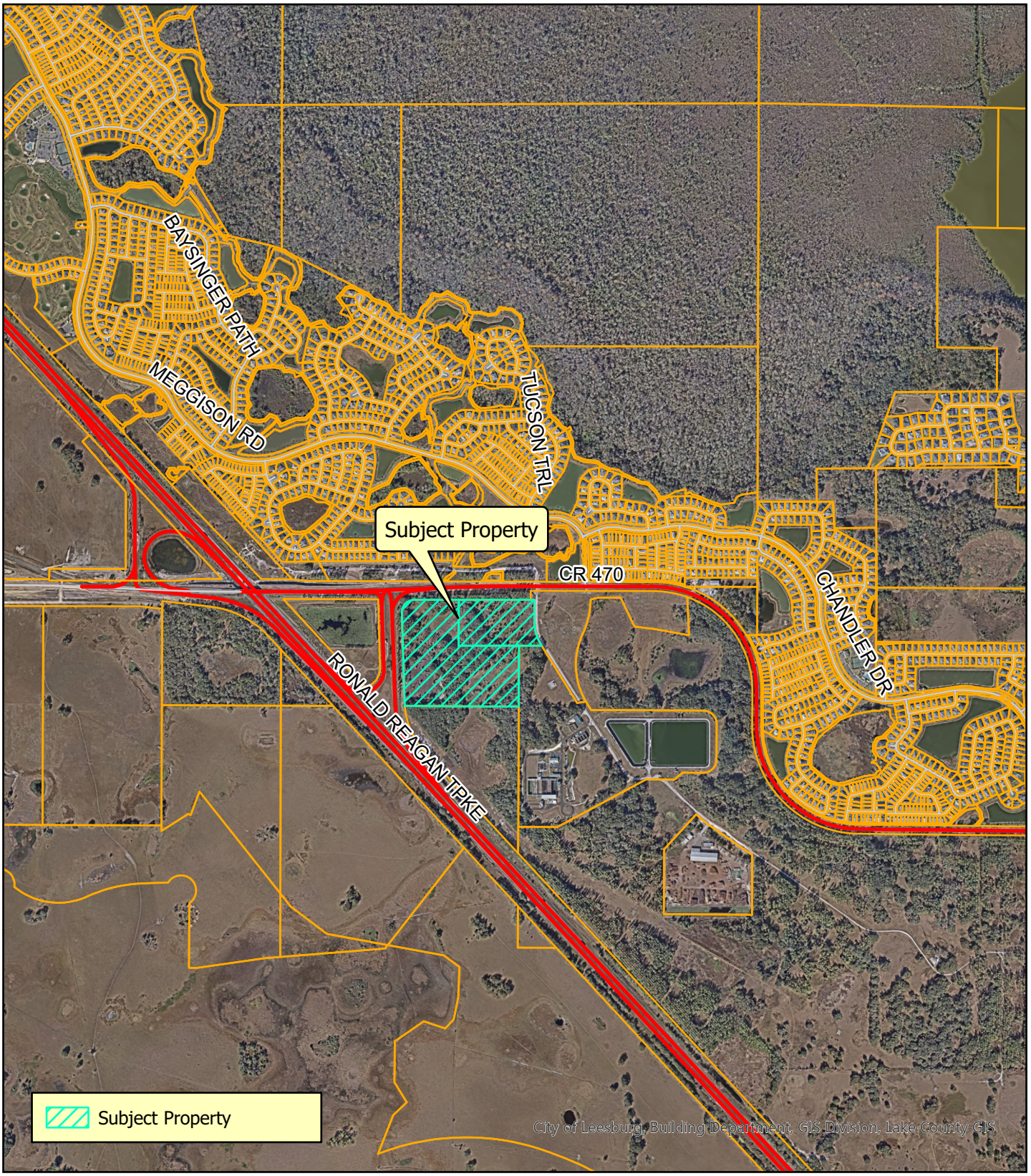
PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 7/17/2026.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 7/17/2026.

Extended Aerial



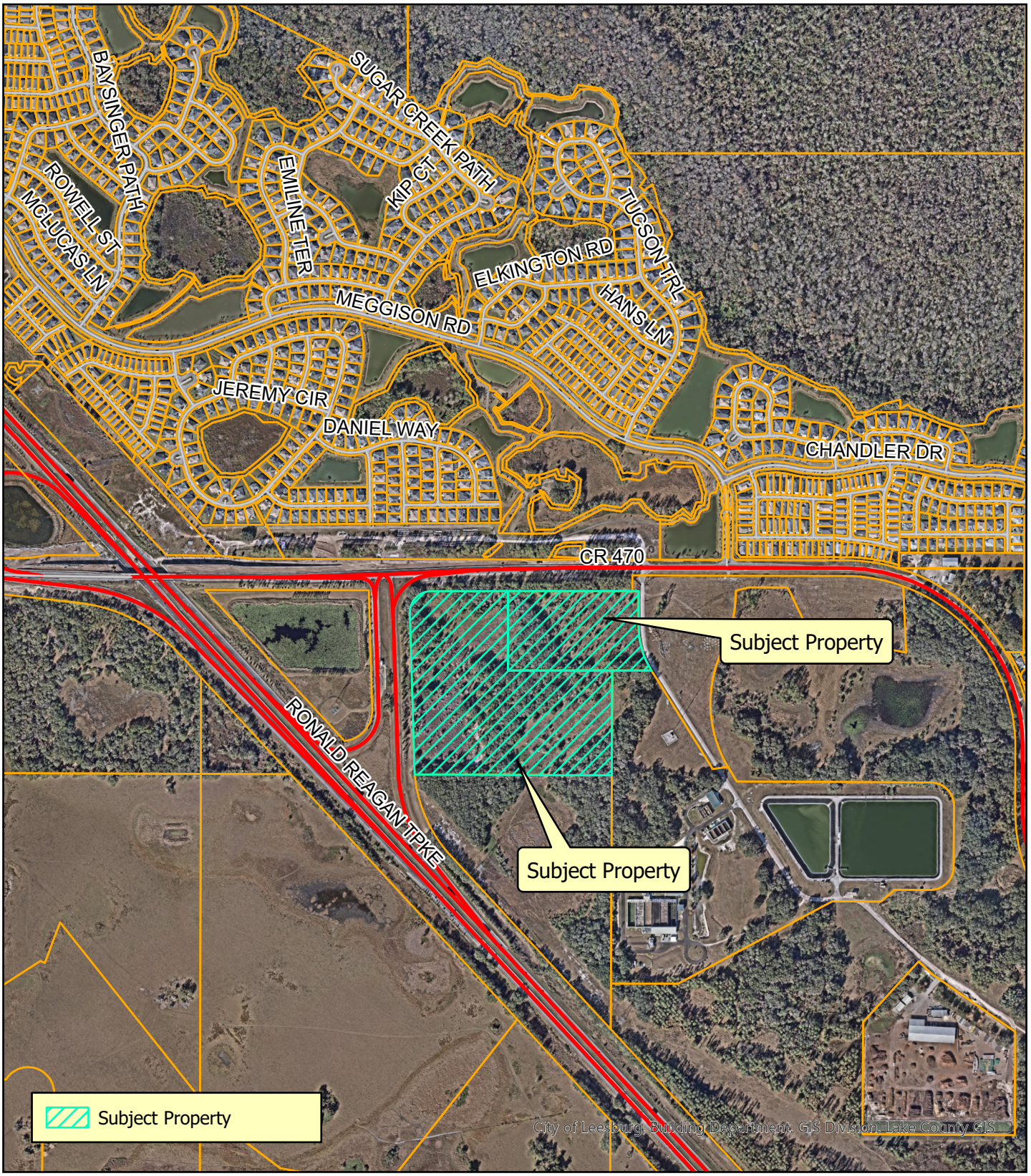
Planning & Zoning Department

N

0 650 1,300 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Aerial



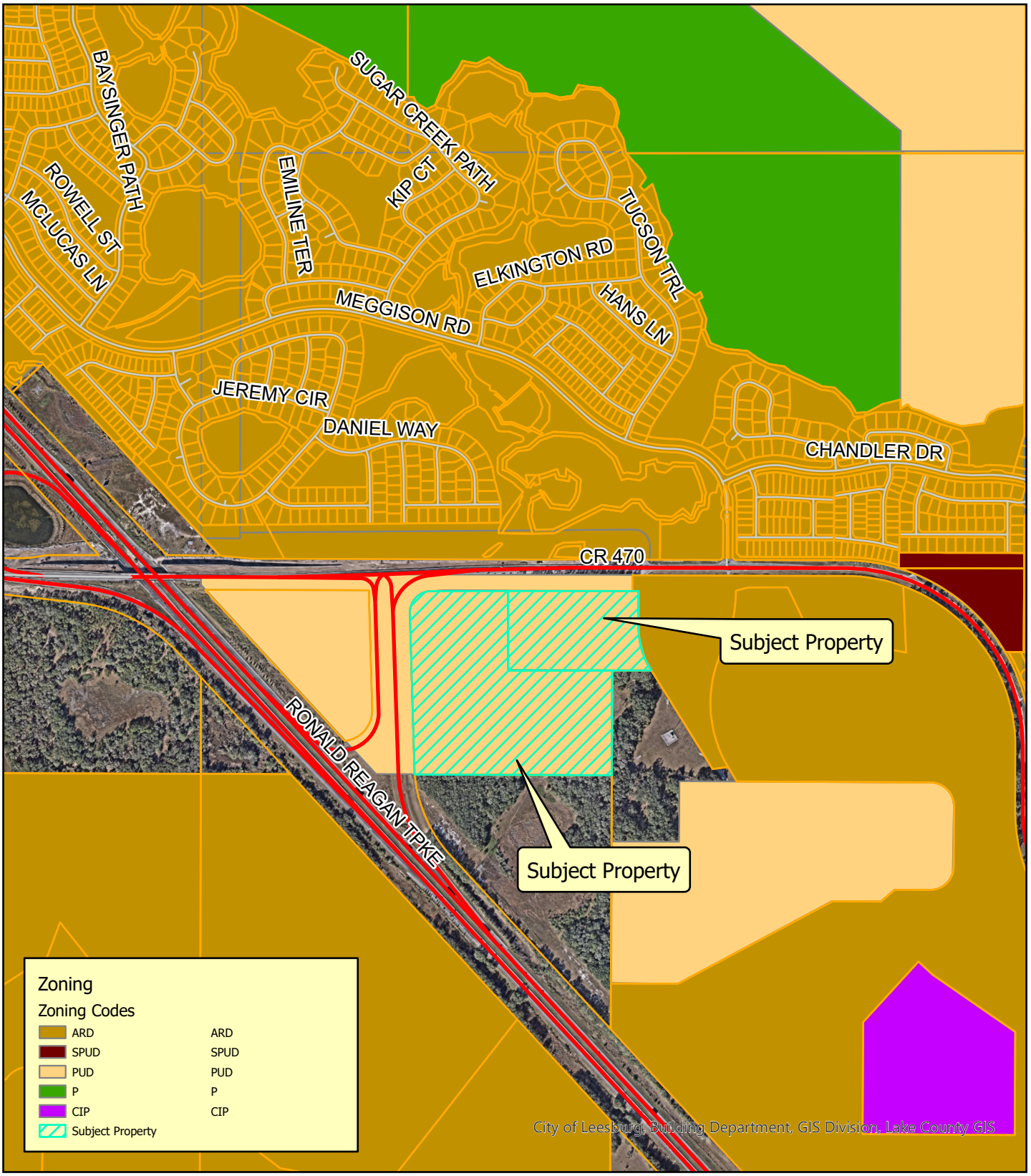
Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Zoning



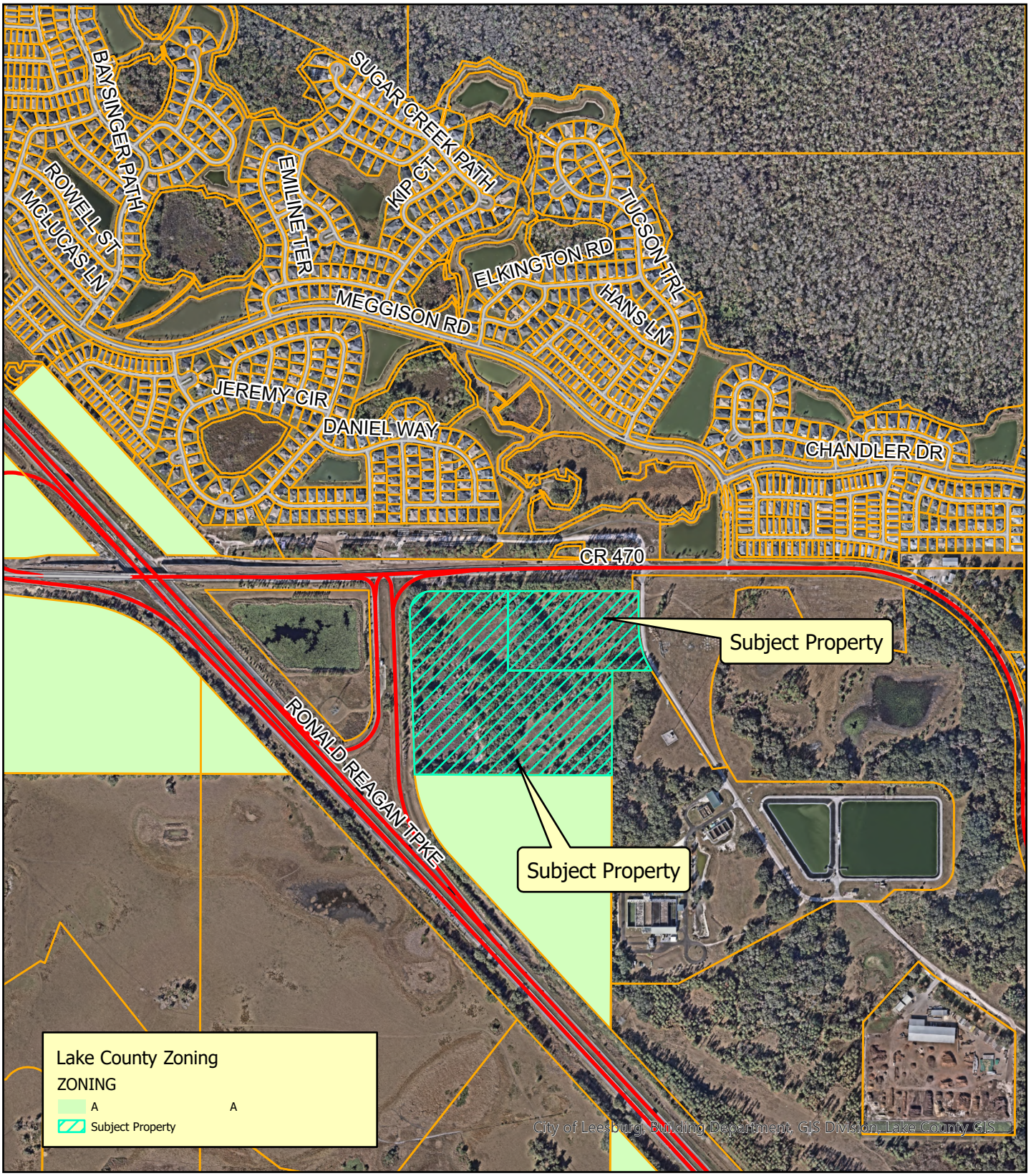
Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Lake County Zoning



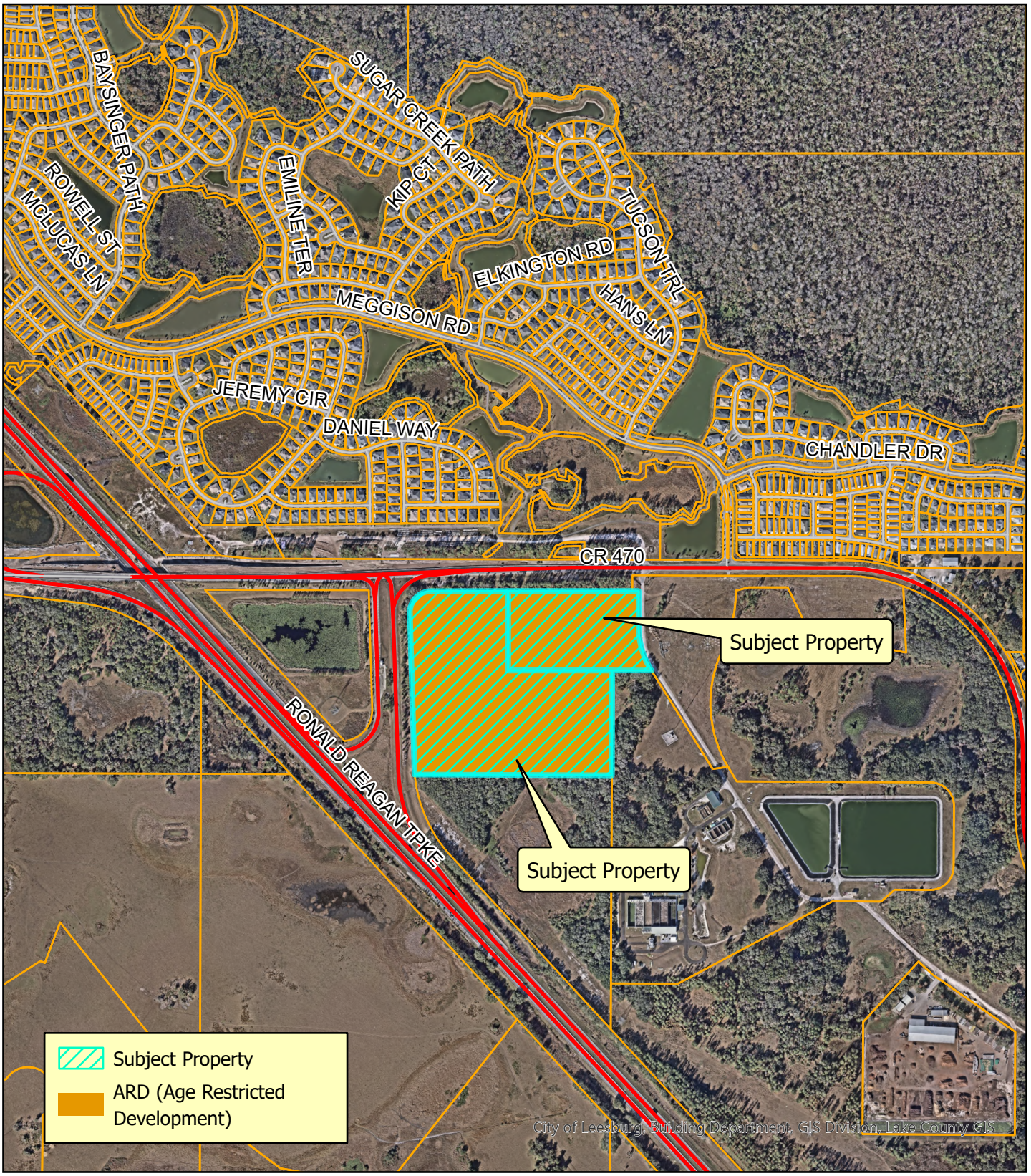
Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Proposed Zoning



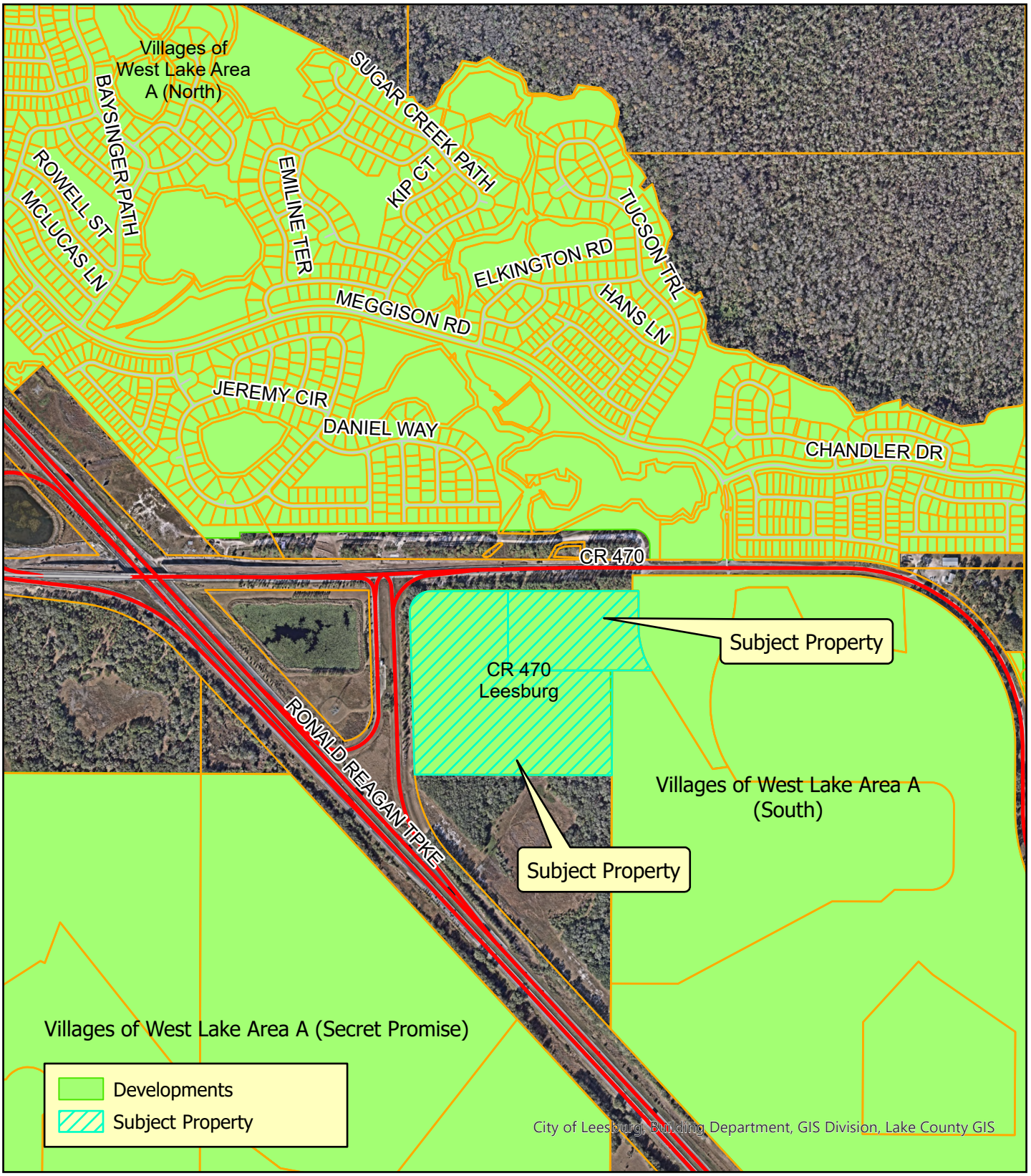
Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Developments



Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Surrounding Land Uses

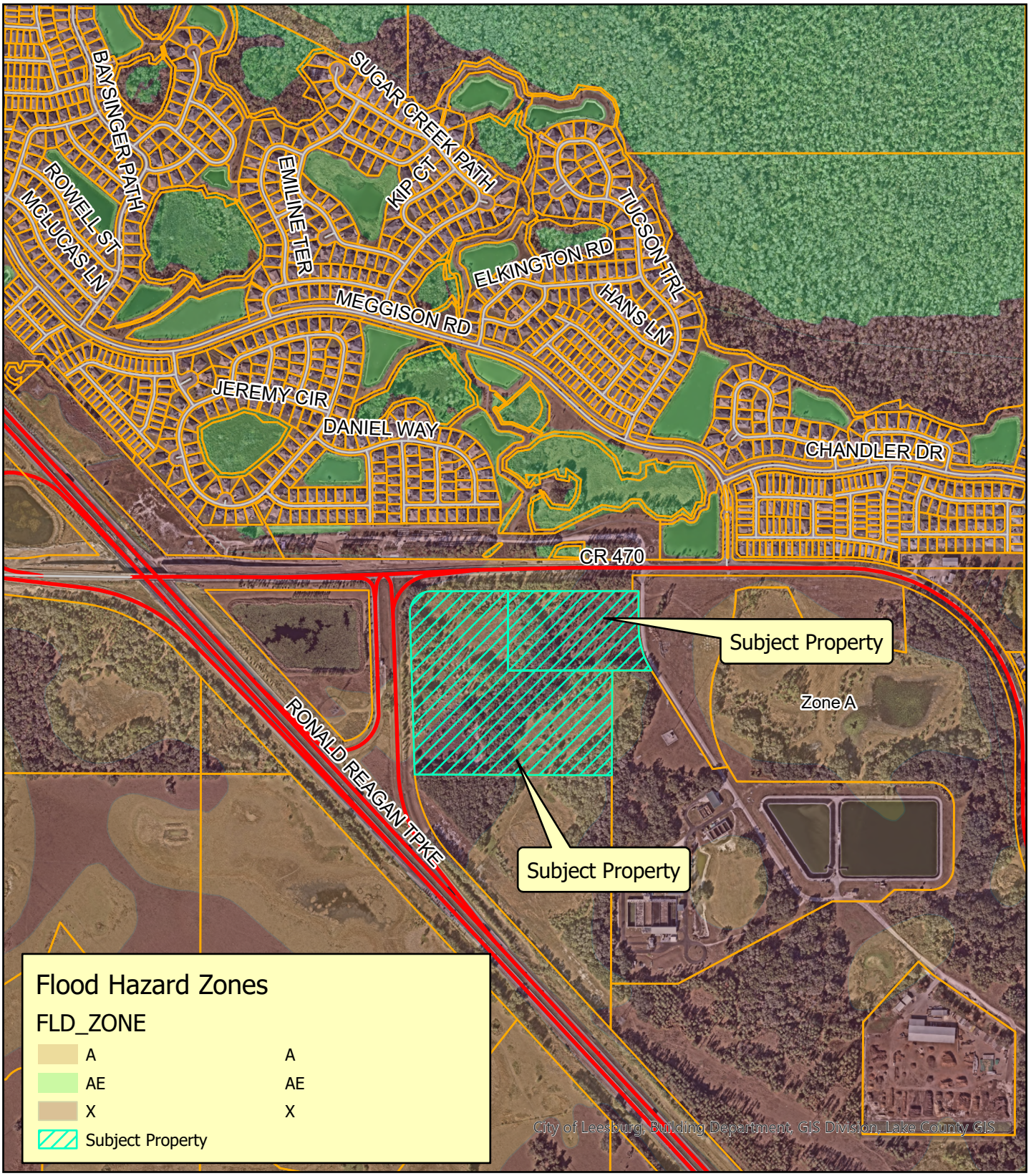
Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Flood Zone



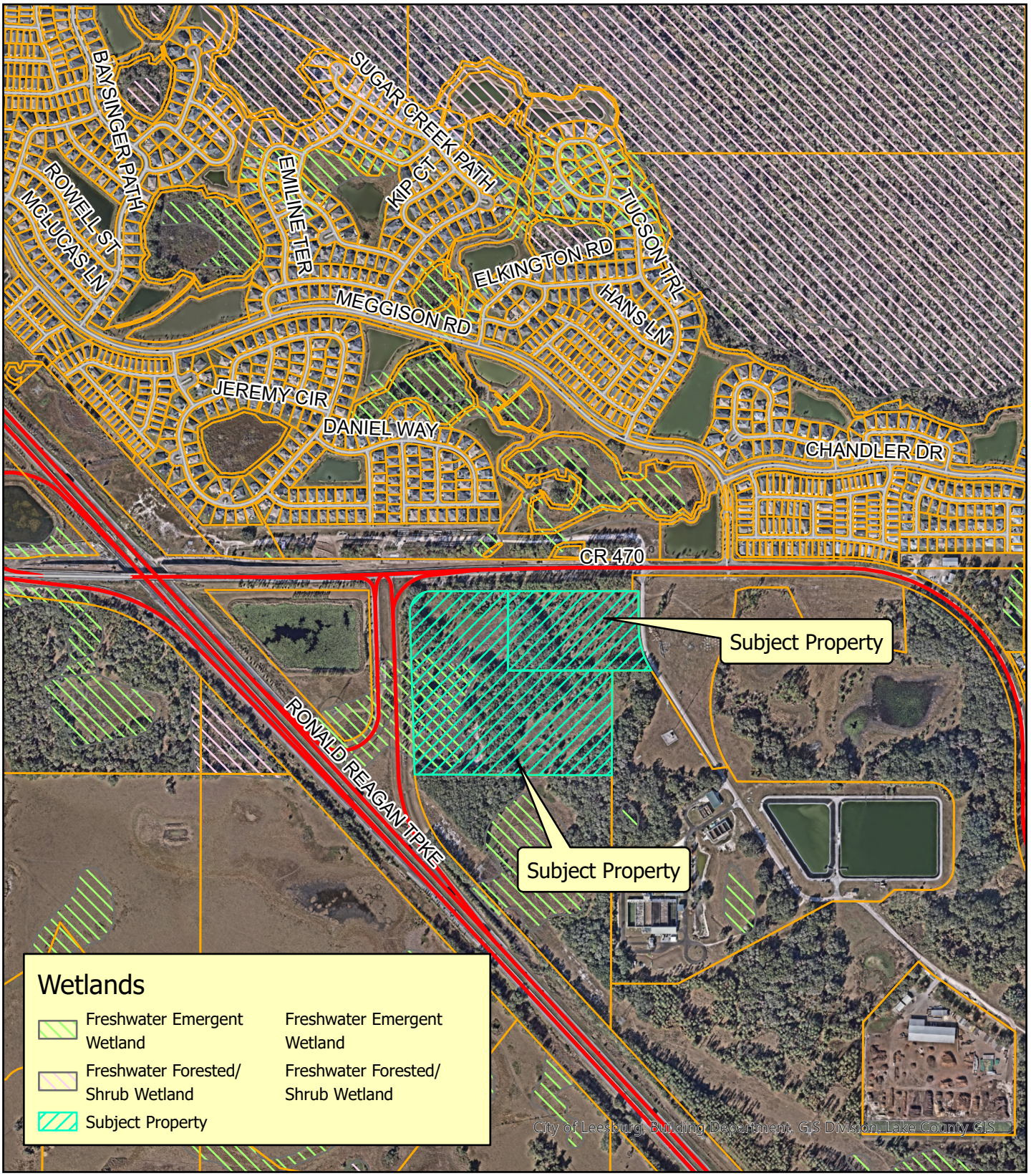
Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026

Wetlands

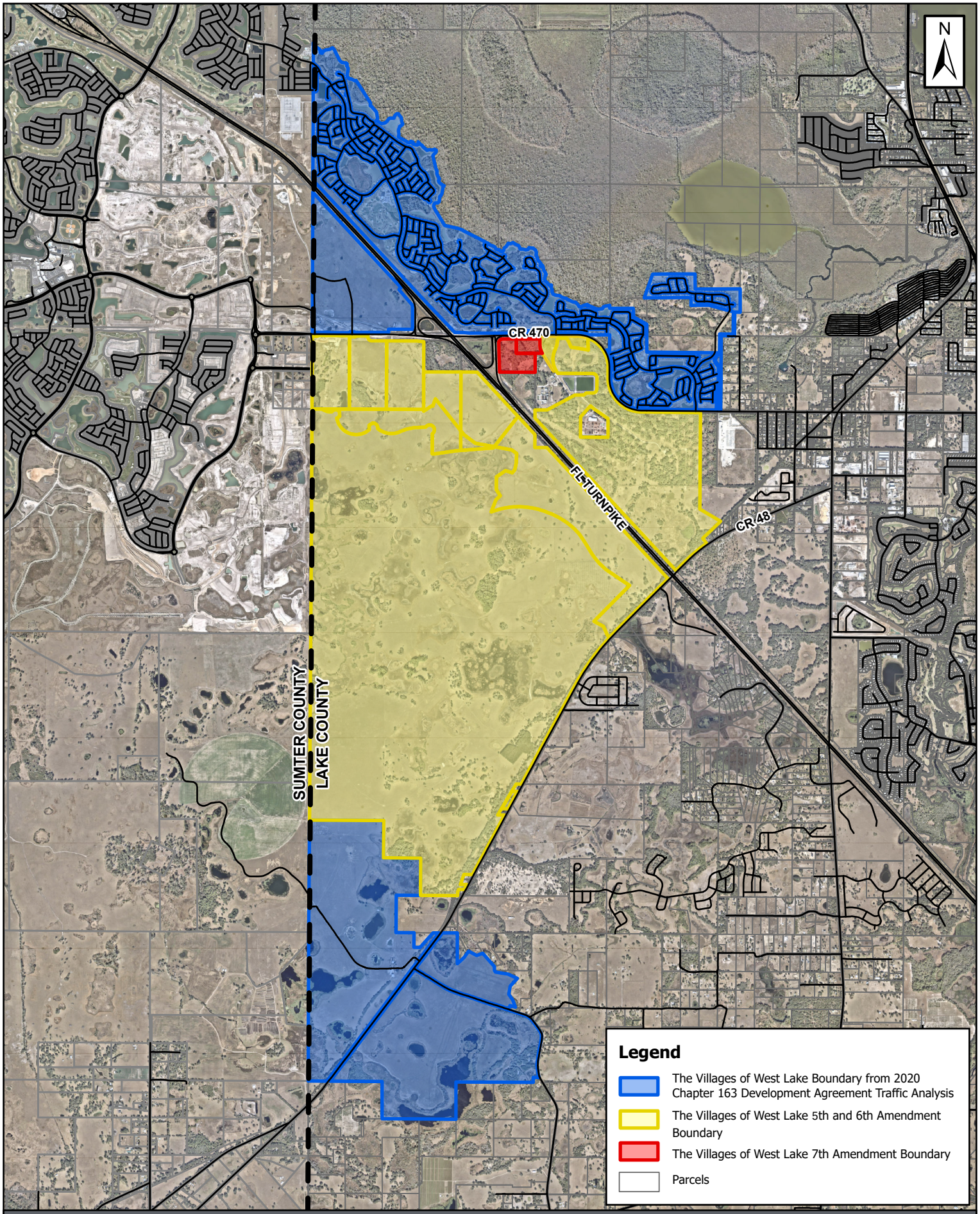


Planning & Zoning Department

N

0 385 770 Feet

VOWL 7th SP
SSCP-26-1343; RZ-26-1344
AK #s: 3913818, 3906202
Section 17, Township 20 South, Range 24 East
June 24, 2026



VILLAGES OF WEST LAKE

Kimley»Horn

© 2026 Kimley-Horn and Associates, Inc.

Exhibit 6 - Updated Chapter 163 Development Agreement Traffic Analysis Property Boundary Map

SIGN POSTING PHOTOS **VOWL 7TH SP**
Posted on 7/10/2026

Sign 1 - Close up of Sign on Property from CR 470 (east corner)

Looking north across CR 470.

SIGN POSTING PHOTOS **VOWL 7TH SP**
Posted on 7/10/2026

Looking east along CR 470.

Looking south into the property from CR 470.

SIGN POSTING PHOTOS **VOWL 7TH SP**
Posted on 7/10/2026

Looking west along CR 470.

Sign 2 - Close up of Sign on Property from CR 470. (west corner)

SIGN POSTING PHOTOS **VOWL 7TH SP**
Posted on 7/10/2026

Looking north across CR 470.

Looking east along CR 470.

SIGN POSTING PHOTOS **VOWL 7TH SP**
Posted on 7/10/2026

Looking south into the subject property from CR 470.

Looking west along CR 470.

Weekend

Continued from Page 2A

offer special menus in addition to their regular offerings, giving diners a chance to try featured dishes, revisit favorite spots, and discover something new. The event comes as Mount Dora continues to receive national recognition for its dining scene. Lunches are capped at **$30** per person and dinners at **$50** per person. Details: MountDora.com.

July 25 | Groveland Back 2 School Backpack Bash

Join parents, officials and local organizations for the annual **Groveland Back 2 School Backpack Bash** to help students start the year off right! Families can enjoy a fun-filled morning featuring a Kids Zone, free ice cream and local vendors. Students in grades K-8 will receive free backpacks and school supplies (while supplies last; children must be present to receive a backpack). The event kicks off at 10 a.m. on Saturday, July 25, at the Nathaniel Community Gymnasium at Hope International Church, 13806 State Road 33, Groveland. Admission is free. Details: Groveland-FL.gov

Aug. 1 | Clermont Summer Family Food Fest

Get ready to chow down and chill with your crew at this ultimate summer family food fete in the heart of downtown. The **Clermont Summer Family Food Fest** features a fleet of food trucks, live entertainment, local vendors, sweet treats and games for all ages. The festival runs from 10 a.m. to 8 p.m. at Historic Downtown Clermont, 670 W. Montrose St. Admission is free. Details: ClermontDowntown.com

Aug. 1 | Florida Blue back to school event

Join Florida Blue in Clermont for **Florida Blue: Mission Ready**, a space-themed free school-supply giveaway, cosmic activities for the kids and resources to help students reach for the stars. Everyone is welcome. You do not need to be a Florida Blue member to participate, and there is no cost to attend. Takes place Saturday, Aug. 1, from 10 a.m. to 1 p.m. at the Clermont Center, 2601 S. U.S. 27, Clermont. Details: 352-242-6800. RSVP at https://appointments.floridablue.com/fbevents/s/event-details?eventId=a2Wan0000015CJJEA2

Aug. 7 | Eustis First Friday

Get the weekend started early at the Eustis First Friday Street Party on Friday, Aug. 7. Held on the first Friday of every month, this family-friendly block party takes over Historic Downtown Eustis with a wide variety of food, local vendors, and live music. The party runs from 6 to 9 p.m. at the intersection of East Magnolia Avenue and North Eustis Street. Admission is free. Details: Eustis.org

Aug. 1 | Road Trip Summer Concert in Montverde

Does your heart yearn for the open road? Lake Community Arts understands this feeling all too well and performs tunes you will relate to in their **Road Trip Summer Concert** at 6 p.m. on Saturday, Aug. 1, at Woodlands Lutheran Church in Montverde.

"This exciting evening will take audiences on a musical journey across highways, backroads, and unexpected destinations through songs that celebrate adventure, travel, and the joy of hitting the open road," the group posted on social media. "Featuring the talented voices of Lake Community Choir, this concert is packed with energy, fun, and music the whole family will enjoy." Woodlands Lutheran Church is located at 15333 County Rd 455, Montverde. Tickets at LakeCommunityArts.org/tickets

Aug. 10 | Mount Dora Back-to-School Bash, Vol. 5

Peachy Enterprises, along with local community partners, presents its fifth annual **Back-to-School Bash at the Mount Dora High School Cafeteria**. Families are invited out for an afternoon of fun activities, helpful resources from local schools, and free backpacks filled with school supplies and personal hygiene items (while supplies last). Includes free food, free haircuts for children 17 and younger, and a live DJ. The bash takes place from 3:30 to 7 p.m. Sunday, Aug. 10, at Mount Dora High School, 700 N. Highland St. Pre-registration is encouraged. Details: Email PeachyBTSBash@gmail.com

Aug. 14 | Barron Ryan performs in The Villages

Enjoy an evening of genre-blending music with piano virtuoso **Barron Ryan** at The Sharon L. Morse Performing Arts Center. Having grown up in a home filled with the sounds of amazing artists ranging from Chopin to Michael Jackson, Ryan masterfully combines a wide array of musical influences into a captivating live performance. No wonder his tagline is "classic meets cool." The concert takes place at 7 p.m. on Friday, Aug. 14, in The Villages. Details and tickets: TheSharon.com

Aug. 21 | Dokken at Mount Dora Music Hall

Get ready to rock out with '80s hard rock legends **Dokken** as they return to Central Florida for an explosive night at the Mount Dora Music Hall. Opening the night is special guest Hairborn, a tribute band celebrating the biggest anthems of '80s hair metal. It's the perfect lead-in to a night of head-banging and singing along in a rare, intimate venue. Doors open at 7 p.m. on Friday, Aug. 21, at the Community Building, 520 N. Baker St., Mount Dora. Details and tickets: https://www.mountdora.gov

From left, Jasmine Nuñez, Roland Nuñez and Elba Barnaby pose during the 2nd annual Fiesta de las Americas put on by the Hispanics of Lake County Association at the Lake Square Mall in Leesburg on July 20, 2024. Roland Nuñez is president of the Hispanics of Lake County Association.
PROVIDED BY PAUL RYAN

Did we forget anything? This list will be updated throughout the summer. Email us your event at news@dailycommercial.com

NOTICE OF PUBLIC HEARING
REZONING

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, July 23, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # RZ-26-1344) from Brandon Matulka, The Villages Land Company, LLC, Petitioner, for an ARD (Age Restricted Development) rezoning as described below.

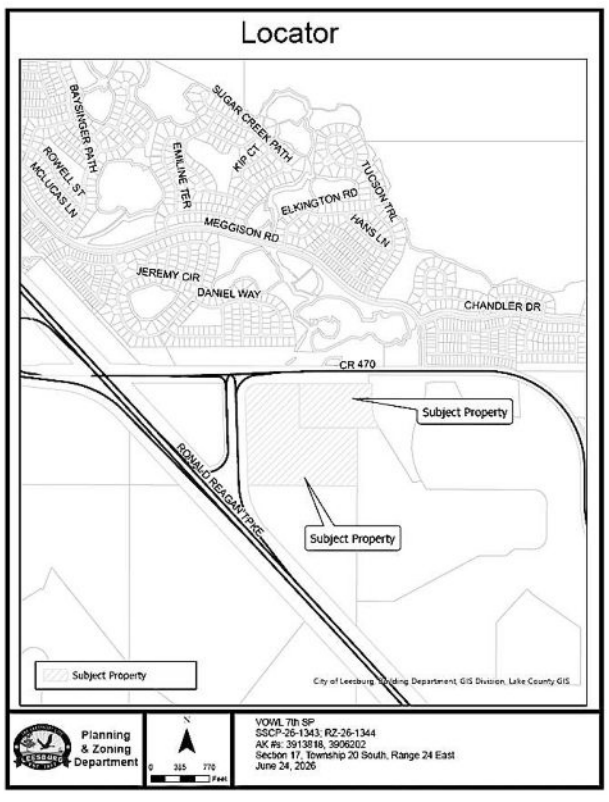
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, September 14, 2026** and the 2nd Reading is tentatively scheduled for **Monday, September 18, 2026 at 5:30 p.m.**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 36.99 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG ARD (AGE RESTRICTED DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 470 AND EAST OF RONALD REAGAN TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



NOTICE OF PUBLIC HEARING
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, July 23, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # SSCP-26-1343) from Brandon Matulka, The Villages Land Company, LLC, Petitioner, for a small-scale comprehensive plan map amendment as described below.

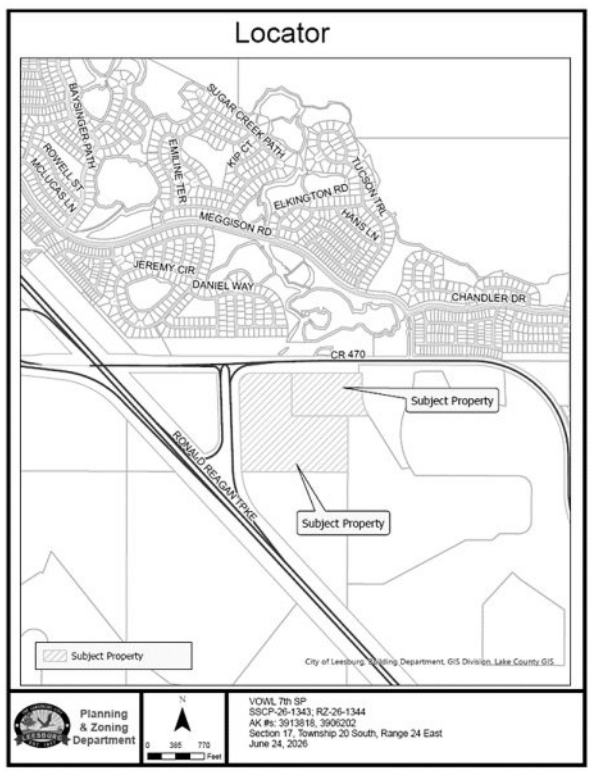
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, September 14, 2026** and the 2nd Reading is tentatively scheduled for **Monday, September 18, 2026 at 5:30 p.m.**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 36.99 +/- ACRES FROM CITY OF LEESBURG GENERAL COMMERCIAL TO CITY OF LEESBURG AGE RESTRICTED DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 470 AND EAST OF RONALD REAGAN TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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

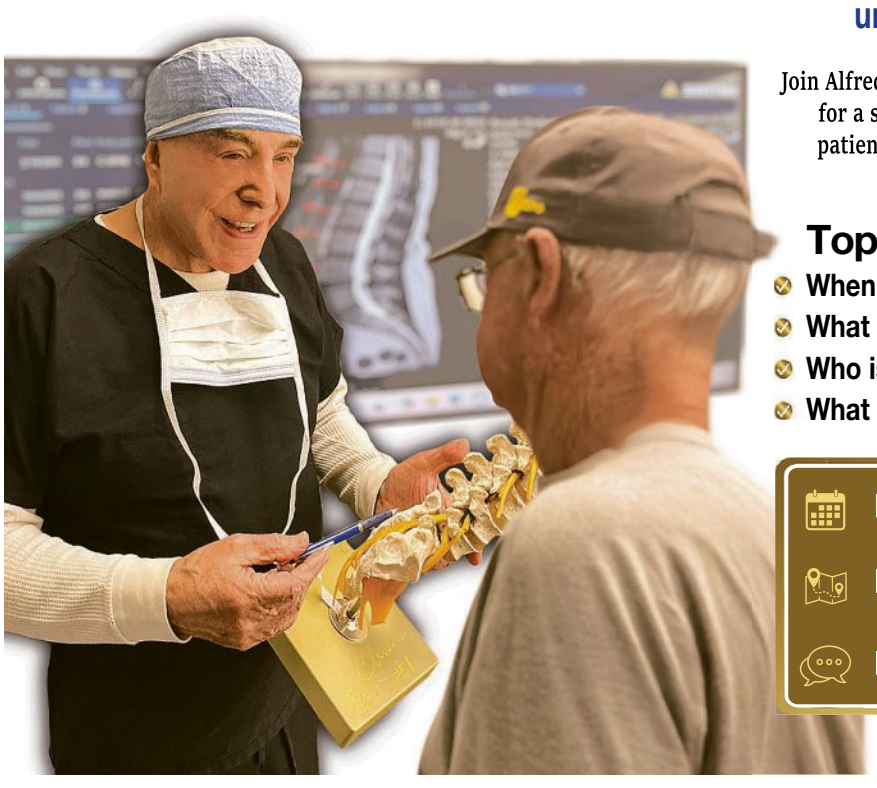
Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



THE Bonati Institute®
Where Minimally Invasive Spine Surgery Began

Break Free From Chronic/Radiating Back & Neck Pain

If therapy and injections haven't given you lasting relief, you may want to understand whether a minimally invasive spine procedure could help.



Join Alfred Bonati, MD and Thomas Nowak, MD for a small group discussion focused on patients currently dealing with ongoing back, neck or sciatic pain.

Topics include:
- When surgery is truly necessary
- What "minimally invasive" really means
- Who is - and is not - a candidate
- What recovery typically looks like

Presented by:
Alfred O. Bonati, MD
World-renowned Orthopaedic Spine Surgeon
and
Thomas P. Nowak, MD
Board Certified Neurosurgeon

40+ Yrs expertise
80,000+
Exclusive & Patented
Procedures performed
98.75% patient satisfaction

This event is intended for individuals actively experiencing moderate to severe spine-related pain.

Scan QR or Call to Register

Space is limited and reserved for patients currently experiencing moderate to severe back/neck or leg/arm pain. Please call to see if this seminar is right for you before attending.

Date: Friday, July 17th 1:15pm - 3:30pm (Check-in begins 1pm)
Location: Circle Square Commons - Live Oak Hall
8405 SW 80th Street, Ocala FL, 34481
RSVP: (727) 868-9326 Bring your most recent MRI

http://www.bonati.com/seminars/registration

scan to register

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.3.
Meeting Date:	September 14, 2026
From:	Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, to modify the Chapter 163 Development Agreement between The Villages of West Lake, Area A; for the development of approximately 5,631 acres; providing a binding agreement and amendments for long-term development; including but not limited to density, intensity, land uses and process; approving development rights and land development regulations; for a property generally located near Florida's Turnpike, the Lake and Sumter County line; and north of CR 470; as legally described in Sections 6, 7, 8, 9, and 16, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. **(VOWL 163 Area A Amendment 2026)**

Staff Recommendation:
Staff recommends approval on the amended Chapter 163 Agreement between the City of Leesburg and The Villages Land Company, LLC for Area A.

Analysis:
The proposed requests are text amendments to update the existing Chapter 163 Agreements between the City of Leesburg and The Villages Land Company, LLC, also known as “The Villages of West Lake” (VOWL). The Villages of West Lake within city limits are covered by two (2) separate Agreements, coordinating with two (2) land areas, referred to as Area A and Area B. These agreements were last amended in 2024. Area A was last adopted under Ordinance 24-18.

Chapter 163.3220-163.3243, Florida Statues, is known as the "Florida Local Government Development Agreement Act." This area of law is intended to authorize local governments to enter into agreements with developers to create provisions for specific long-term certainty regarding development rights and responsibilities for all concerned, to include the local government, the developer as well as the general public. Both the City of Leesburg and the Villages Land Company, LLC, by entering into, or amending such an agreement, incur specific obligations regarding development rights, land uses, density and intensity of development, plus other issues which may address or obligate terms to each party. In the event of an amendment, the City Commission has review authority.

In review of this document, staff found only minor wording changes and clarifications which do not

substantially alter or impact the overall conditions or terms of the currently approved Chapter 163 Agreement between the City of Leesburg and The Villages Land Company, LLC for Area A. The only notable change for Area A is an acreage update to reflect the proposed addition of 36.99 +/- acres via the VOWL 7th Site Plan (the previous two cases). There is no change to approved permitted land uses, overall density, or intensity of land use, other than the correction for the additional acreage proposed.

Procurement Analysis:
N/A

Options:
1. Approve the request to amend the Chapter 163 Agreement for Area A of The Villages of West Lake; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
There is no direct fiscal impact for this action. Future development of this property will have a significant positive impact on the City of Leesburg from ad valorem taxes, and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, TO MODIFY THE CHAPTER 163 DEVELOPMENT AGREEMENT BETWEEN THE VILLAGES OF WEST LAKE, AREA A; FOR THE DEVELOPMENT OF APPROXIMATELY 5,631 ACRES; PROVIDING A BINDING AGREEMENT AND AMENDMENTS FOR LONG-TERM DEVELOPMENT; INCLUDING BUT NOT LIMITED TO DENSITY, INTENSITY, LAND USES AND PROCESS; APPROVING DEVELOPMENT RIGHTS AND LAND DEVELOPMENT REGULATIONS; FOR A PROPERTY GENERALLY LOCATED NEAR FLORIDA'S TURNPIKE, THE LAKE AND SUMTER COUNTY LINE; AND NORTH OF CR 470; AS LEGALLY DESCRIBED IN SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL 163 AREA A AMENDMENT 2026)

BE IT ENACTED BY THE PEOPLE OF LEESBURG, FLORIDA:

Section 1.
Based upon the petition of The Villages Land Company, LLC;

THAT the Mayor and City Clerk are hereby authorized to execute a Development Agreement with **THE VILLAGES LAND COMPANY, LLC, whose address is 7580 Middleton Drive, Middleton, Florida 34762** for a development agreement pursuant to Chapter 163.3220 - 163.3243, Florida Statutes.

THAT this ordinance shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SEVENTH AMENDMENT

AREA "A" 5,631.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL A):

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN

NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A

DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72

FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH

22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF

807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL B):

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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AREA "A" 5,631.0 ACRES+/-

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL C):

ALL OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE WEST BOUNDARY OF THE SUNSHINE STATE PARKWAY, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 470 IN LAKE COUNTY, FLORIDA;

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AREA "A" 5,631.0 ACRES+/-

LESS

COMMENCE AT A 3" X 3" LIGHTER WOOD POST MARKING THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS SHOWN ON THE SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP FOR LAKE COUNTY, PROJECT NO. 2, CONTRACT NO. 13.4, SHEET NO. 2; THENCE N01°01'02" WEST ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 2658.28 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON THE SAID SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP; THENCE S89°00'55" WEST ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 593.64 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE LEAVING THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, N44°00'55" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.76 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 470 AS SHOWN ON STATE ROAD RIGHT-OF-WAY MAP, SECTION 11670-2601, SHEET 2; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, S89°00'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 329.45 FEET; THENCE S80°29'04" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 134.83 FEET; THENCE S89°00'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1456.67 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°59'05" WEST A DISTANCE OF 130.00 FEET; THENCE N89°00'55" EAST A DISTANCE OF 850.00 FEET; THENCE N00°59'05" WEST A DISTANCE OF 850.00 FEET; THENCE N41°56'49" WEST A DISTANCE OF 738.95 FEET; THENCE N45°59'05" EAST A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55" EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

LESS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THEN N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

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AREA "A" 5,631.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL D):

A PARCEL OF LAND LYING THE SOUTH HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" X 6" CONCRETE MONUMENT INSCRIBED 8, 9, 16 & 17 MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN NORTH 89°24'15' WEST, ALONG THE SOUTH LINE OF SECTION 8, A DISTANCE OF 2649.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°31'36" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; SAID POINT LYING ON THE NORTH EXISTING RIGHT OF WAY OF STATE ROAD 470; THENCE RUN NORTH 89°23'48" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2315.46 FEET; THENCE RUN NORTH 84°15'10" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 213.34 FEET; THENCE DEPARTING SAID NORTH EXISTING RIGHT OF WAY LINE, RUN NORTH 42°26'19"WEST, A DISTANCE OF 152.54 FEET; THENCE RUN SOUTH 89°23'48" EAST, A DISTANCE OF 232.57 FEET; THENCE RUN NORTH 00°32'45" EAST, A DISTANCE OF 36.20 FEET; THENCE RUN SOUTH 90°00'00" EAST, A DISTANCE OF 2399.39 FEET TO THE AFOREMENTIONED EAST LINE; THENCE CONTINUE SOUTH 90°00'00" EAST, A DISTANCE OF 134.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 90°35'45'; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°35'45" WEST, A DISTANCE OF 88.47 FEET TO THE AFOREMENTIONED NORTH EXISTING RIGHT OF WAY LINE; THENCE RUN NORTH 89°24'15" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL E)

THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF

BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL F (INGRESS/EGRESS/UTILITIES EASEMENT)):

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A

POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL G):

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL H):

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF

378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL I):

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°46'15", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

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1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°16'18" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 62°25'06" EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03 FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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AREA "A" 5,631.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL J):

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.
AND
ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

SAID PARCEL J IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

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AREA "A" 5,631.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL K):

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST,

A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50 FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A

168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18,; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL L):

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE

OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE

ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID

NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SEVENTH AMENDMENT

AREA "A" 5,631.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL M):

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°36'02" WEST 508.32 FEET; THENCE SOUTH 89°20'23" EAST 925.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC LENGTH OF 298.99 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 15°52'16" WEST, 294.96 FEET, TO THE END OF SAID CURVE; THENCE NORTH 00°26'37" EAST 226.40 FEET; THENCE NORTH 89°24'15" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AND ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017; THENCE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET TO THE POINT OF

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SEVENTH AMENDMENT

AREA "A" 5,631.0 ACRES+/-

BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°23'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 408.21 FEET; THENCE SOUTH 87°34'38" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 93.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 137.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE THROUGH A CENTRAL ANGLE OF 88°46'20", AN ARC LENGTH OF 213.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 43°11'28" WEST, 192.36 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 01°11'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE 975.91 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 890.63 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°37'55", AN ARC LENGTH OF 56.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°00'39" EAST, 56.45 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE RUN SOUTH 89°18'21" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1269.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00°39'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 671.35 FEET; THENCE NORTH 89°20'23" WEST 672.53 FEET; THENCE NORTH 00°36'02" EAST 508.32 FEET TO THE POINT OF BEGINNING.

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

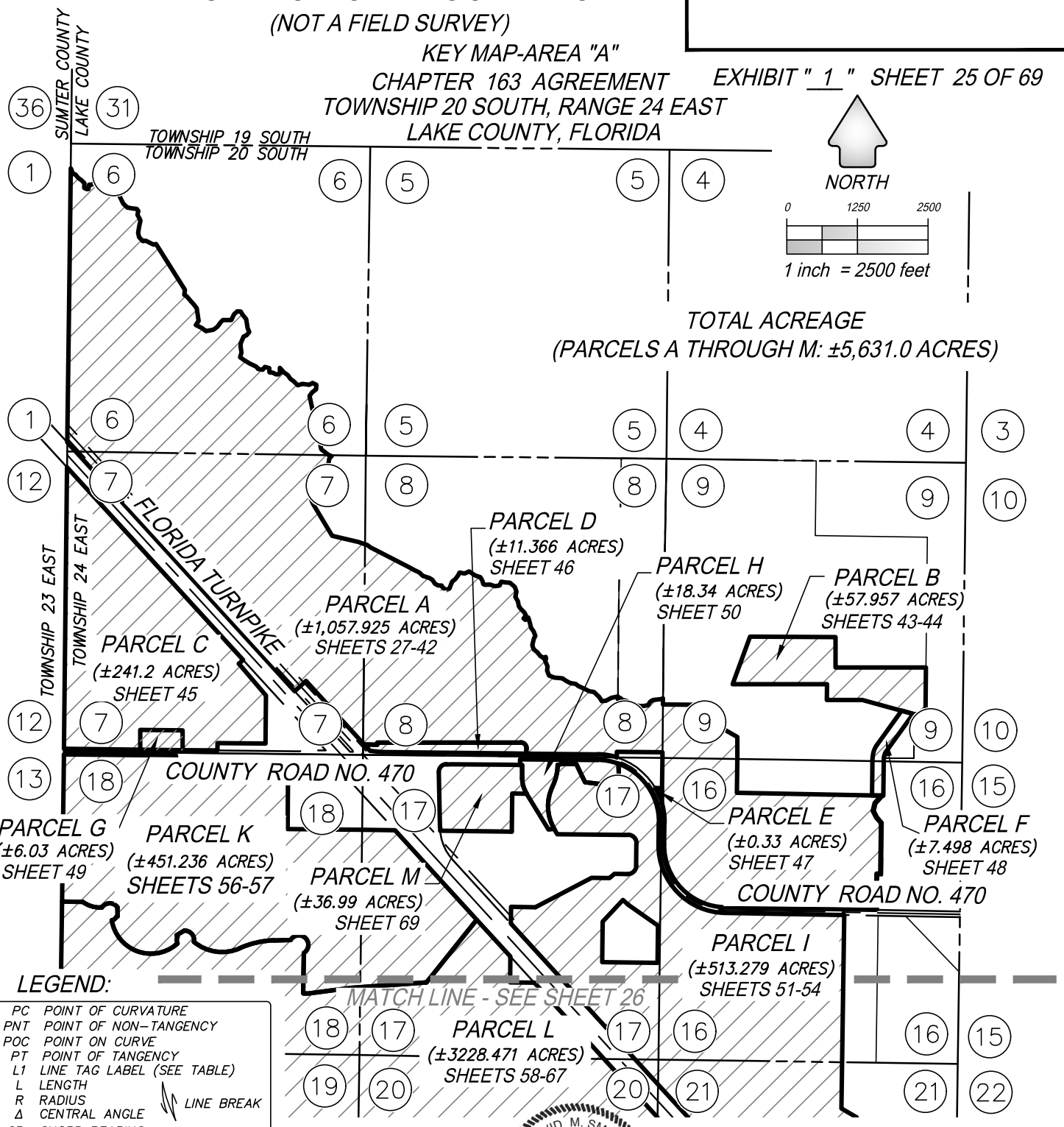
KEY MAP-AREA "A"

CHAPTER 163 AGREEMENT

TOWNSHIP 20 SOUTH, RANGE 24 EAST

LAKE COUNTY, FLORIDA

EXHIBIT " 1 " SHEET 25 OF 69



LEGEND:

PC	POINT OF CURVATURE
PNT	POINT OF NON-TANGENCY
POC	POINT ON CURVE
PT	POINT OF TANGENCY
L1	LINE TAG LABEL (SEE TABLE)
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
O	CHANGE IN DIRECTION
6	SECTION NUMBER LABEL

LINE BREAK

DAVID M. SMITH License Number 7622 STATE OF FLORIDA Professional Surveyor and Mapper

DAVID M. SMITH, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 7622

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. UNLESS OTHERWISE STATED, AS A REFERENCE FOR THIS SKETCH, THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST HAS A BEARING OF NORTH 00°39'41" EAST.

SEE SHEETS 1–24 FOR LEGAL DESCRIPTION
SEE SHEETS 25–26 FOR KEY MAP AND LEGEND
SEE SHEETS 27–69 FOR SKETCHES

CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498

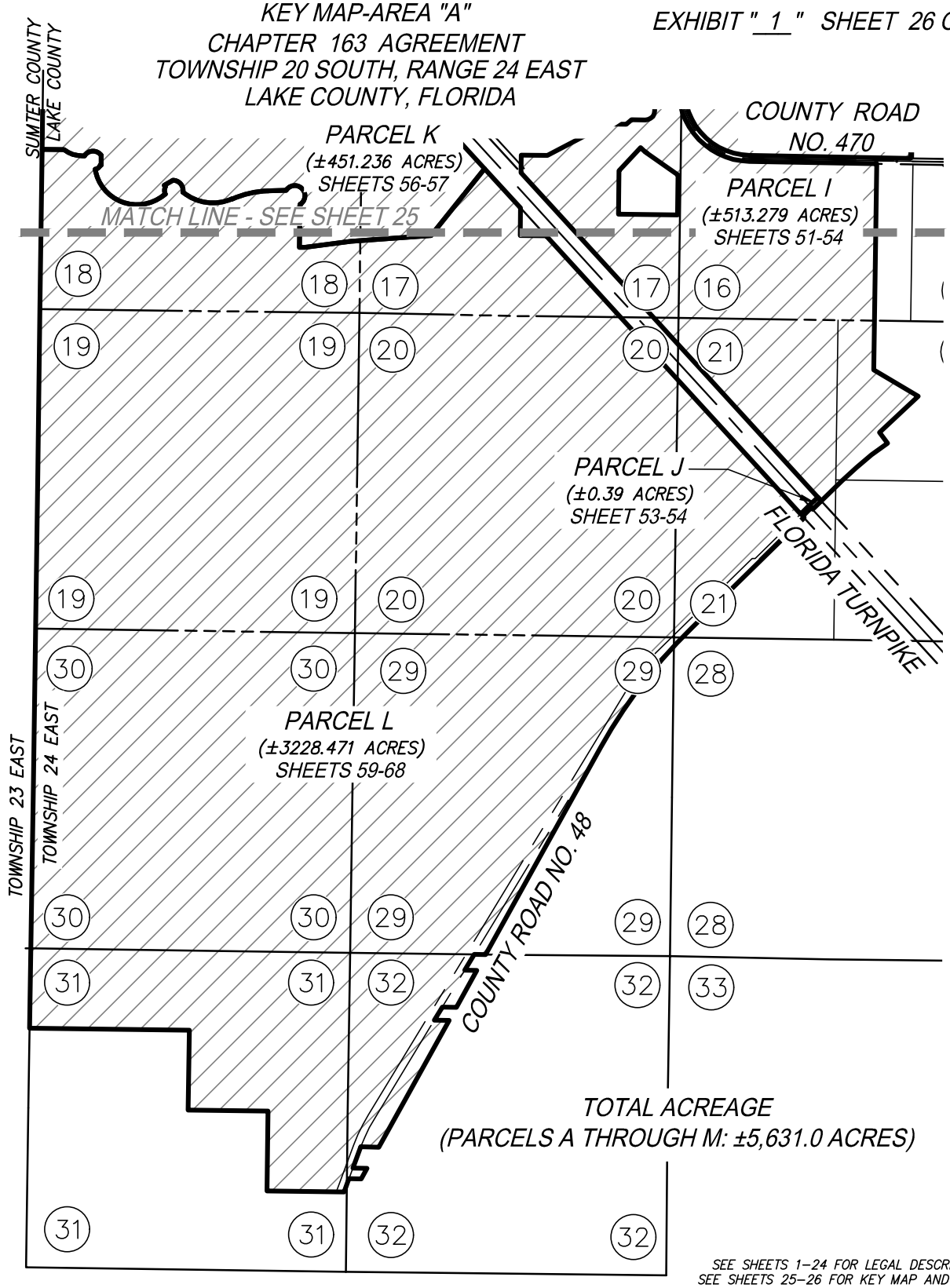
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA A\VOWL 7_CH163 AREA A_SHEETS 25-44.DWG : SHEET 25-44 6/1/2026 4:43 PM BY: DSMITH ---- : CFB_Survey_Standard.ctb

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

KEY MAP-AREA "A"
CHAPTER 163 AGREEMENT
TOWNSHIP 20 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

EXHIBIT "_1_" SHEET 26 OF 69



TOTAL ACREAGE
(PARCELS A THROUGH M: ±5,631.0 ACRES)

NORTH

0 1250 2500

1 inch = 2500 feet

SEE SHEETS 1–24 FOR LEGAL DESCRIPTION
SEE SHEETS 25–26 FOR KEY MAP AND LEGEND
SEE SHEETS 27–69 FOR SKETCHES

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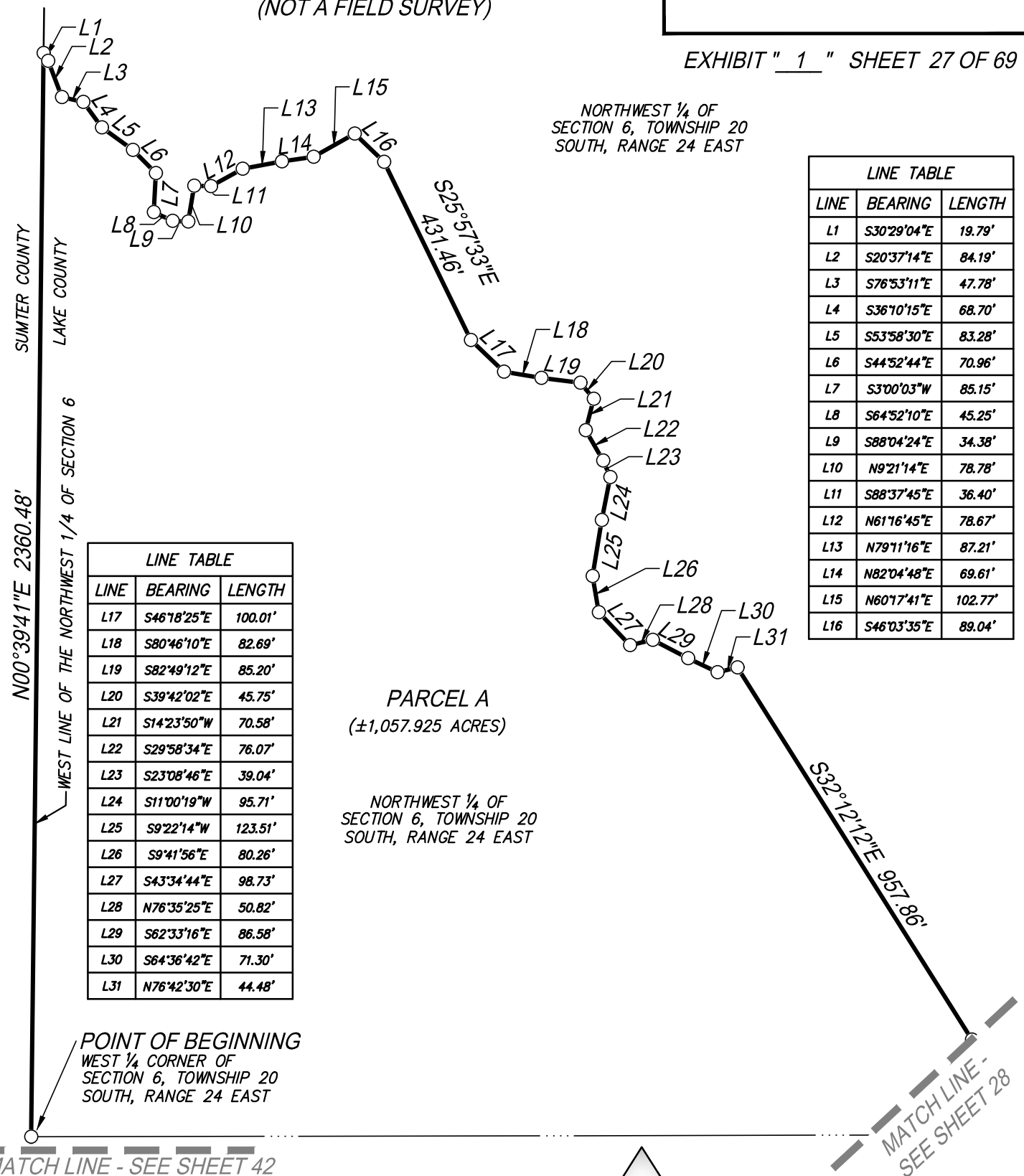
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA A\VOWL 7_CH163 AREA A_SHEETS 25-44.DWG : SHEET 25-44 6/1/2026 4:44 PM BY: DSMITH ---- : CFB_Survey_Standard.ctb

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 27 OF 69



LINE TABLE		
LINE	BEARING	LENGTH
L1	S30°29'04"E	19.79'
L2	S20°37'14"E	84.19'
L3	S76°53'11"E	47.78'
L4	S36°10'15"E	68.70'
L5	S53°58'30"E	83.28'
L6	S44°52'44"E	70.96'
L7	S3°00'03"W	85.15'
L8	S64°52'10"E	45.25'
L9	S88°04'24"E	34.38'
L10	N9°21'14"E	78.78'
L11	S88°37'45"E	36.40'
L12	N61°16'45"E	78.67'
L13	N79°11'16"E	87.21'
L14	N82°04'48"E	69.61'
L15	N60°17'41"E	102.77'
L16	S46°03'35"E	89.04'

LINE TABLE		
LINE	BEARING	LENGTH
L17	S46°18'25"E	100.01'
L18	S80°46'10"E	82.69'
L19	S82°49'12"E	85.20'
L20	S39°42'02"E	45.75'
L21	S14°23'50"W	70.58'
L22	S29°58'34"E	76.07'
L23	S23°08'46"E	39.04'
L24	S11°00'19"W	95.71'
L25	S9°22'14"W	123.51'
L26	S9°41'56"E	80.26'
L27	S43°34'44"E	98.73'
L28	N76°35'25"E	50.82'
L29	S62°33'16"E	86.58'
L30	S64°36'42"E	71.30'
L31	N76°42'30"E	44.48'

NORTH

0 150 300

1 inch = 300 feet

SEE SHEETS 1–24 FOR LEGAL DESCRIPTION
SEE SHEETS 25–26 FOR KEY MAP AND LEGEND
SEE SHEETS 27–69 FOR SKETCHES

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(352) 748-3126 LB8498

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SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

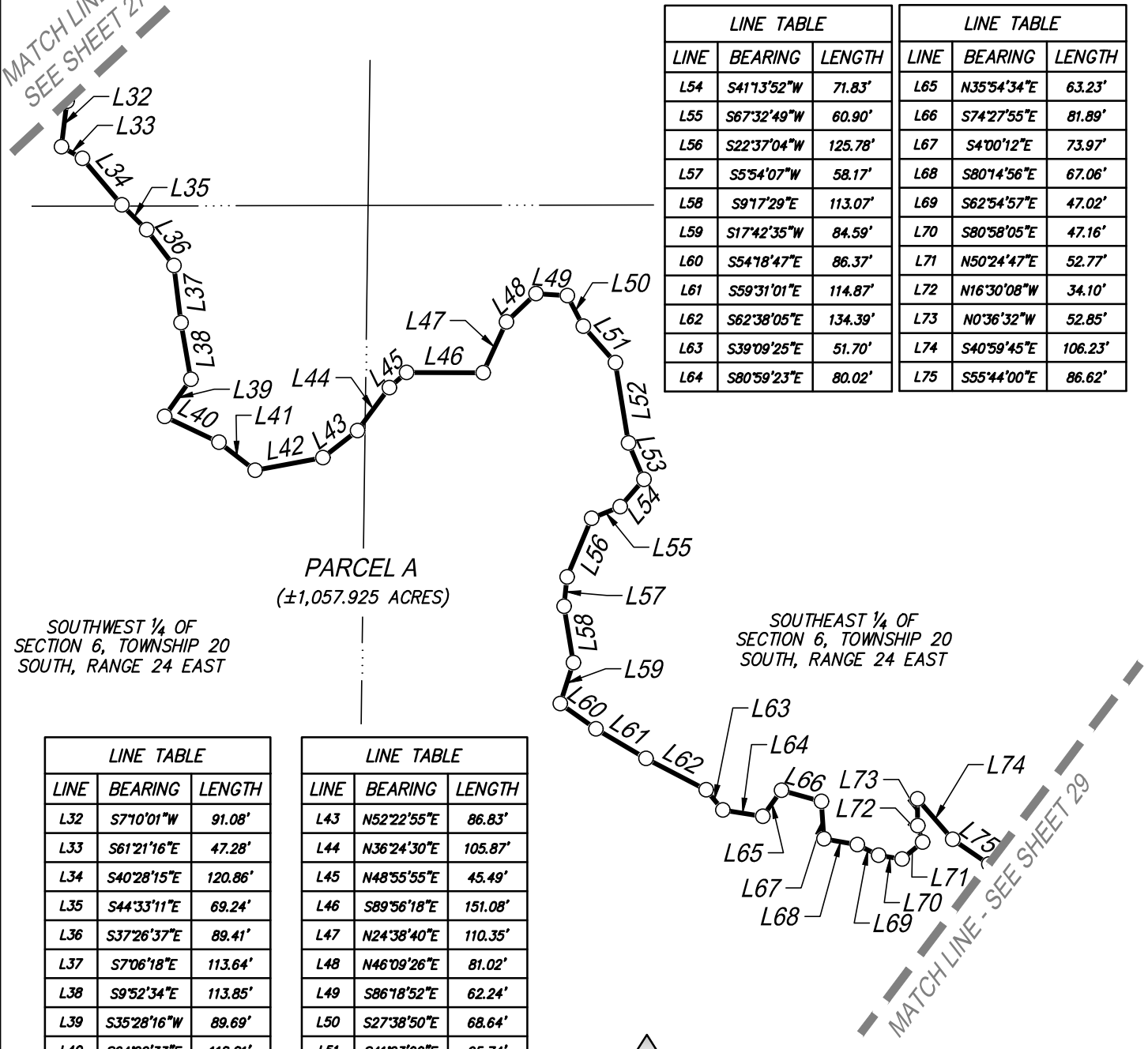
EXHIBIT "__1__" SHEET 28 OF 69

NORTHWEST ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTHEAST ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST

SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST

SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST



LINE TABLE		
LINE	BEARING	LENGTH
L54	S41°13'52"W	71.83'
L55	S67°32'49"W	60.90'
L56	S22°37'04"W	125.78'
L57	S5°54'07"W	58.17'
L58	S9°17'29"E	113.07'
L59	S17°42'35"W	84.59'
L60	S54°18'47"E	86.37'
L61	S59°31'01"E	114.87'
L62	S62°38'05"E	134.39'
L63	S39°09'25"E	51.70'
L64	S80°59'23"E	80.02'

LINE TABLE		
LINE	BEARING	LENGTH
L65	N35°54'34"E	63.23'
L66	S74°27'55"E	81.89'
L67	S4°00'12"E	73.97'
L68	S80°14'56"E	67.06'
L69	S62°54'57"E	47.02'
L70	S80°58'05"E	47.16'
L71	N50°24'47"E	52.77'
L72	N16°30'08"W	34.10'
L73	N0°36'32"W	52.85'
L74	S40°59'45"E	106.23'
L75	S55°44'00"E	86.62'

LINE TABLE		
LINE	BEARING	LENGTH
L32	S7°10'01"W	91.08'
L33	S61°21'16"E	47.28'
L34	S40°28'15"E	120.86'
L35	S44°33'11"E	69.24'
L36	S37°26'37"E	89.41'
L37	S7°06'18"E	113.64'
L38	S9°52'34"E	113.85'
L39	S35°28'16"W	89.69'
L40	S64°22'33"E	118.81'
L41	S52°22'56"E	90.58'
L42	N79°20'02"E	136.10'

LINE TABLE		
LINE	BEARING	LENGTH
L43	N52°22'55"E	86.83'
L44	N36°24'30"E	105.87'
L45	N48°55'55"E	45.49'
L46	S89°56'18"E	151.08'
L47	N24°38'40"E	110.35'
L48	N46°09'26"E	81.02'
L49	S86°18'52"E	62.24'
L50	S27°38'50"E	68.64'
L51	S41°23'00"E	95.74'
L52	S9°19'22"E	161.00'
L53	S22°58'56"E	78.10'

NORTH

0 150 300

1 inch = 300 feet

SEE SHEETS 1–24 FOR LEGAL DESCRIPTION
SEE SHEETS 25–26 FOR KEY MAP AND LEGEND
SEE SHEETS 27–69 FOR SKETCHES

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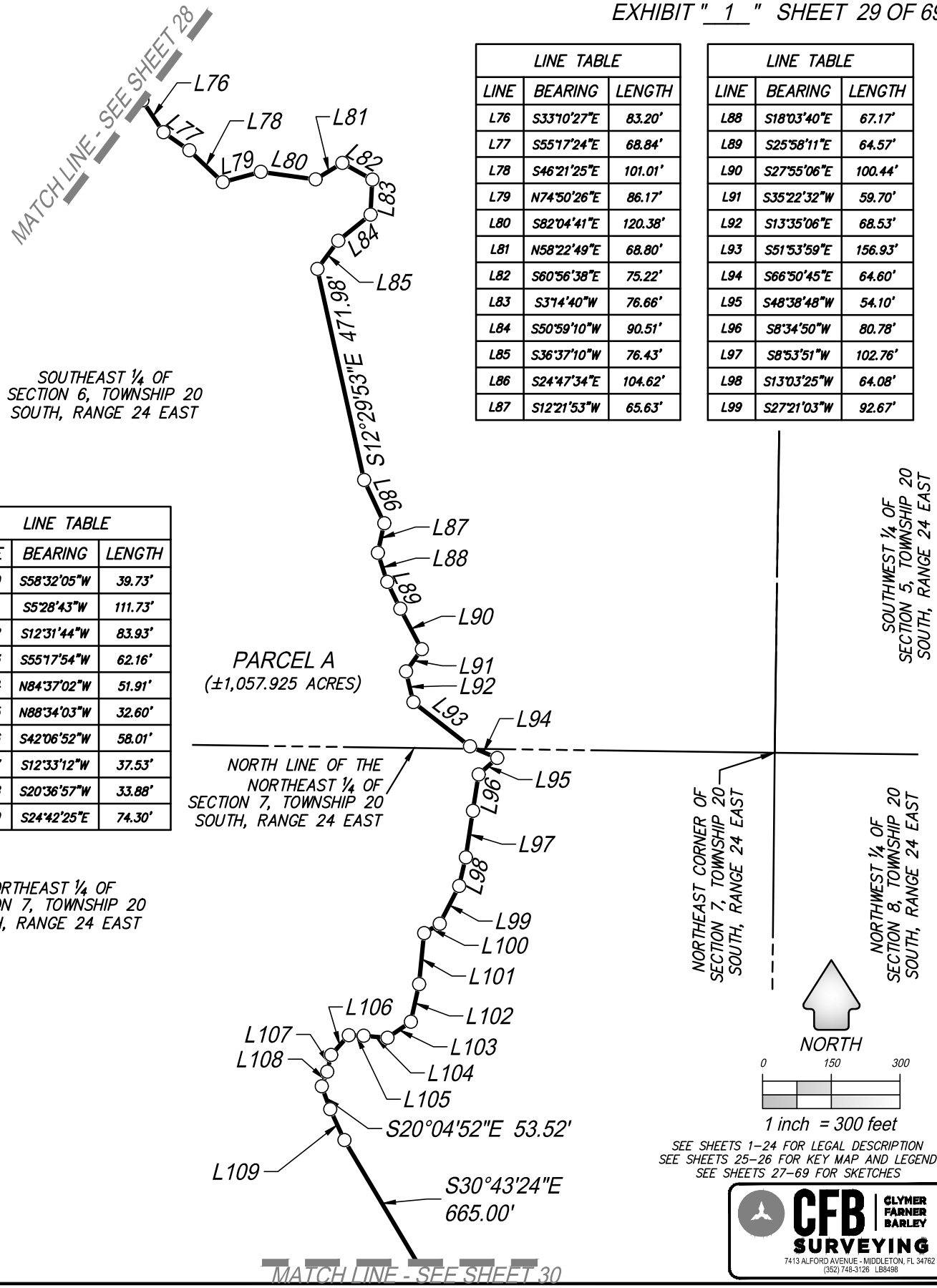
SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 29 OF 69



LINE TABLE		
LINE	BEARING	LENGTH
L76	S33°10'27"E	83.20'
L77	S55°17'24"E	68.84'
L78	S46°21'25"E	101.01'
L79	N74°50'26"E	86.17'
L80	S82°04'41"E	120.38'
L81	N58°22'49"E	68.80'
L82	S60°56'38"E	75.22'
L83	S3°14'40"W	76.66'
L84	S50°59'10"W	90.51'
L85	S36°37'10"W	76.43'
L86	S24°47'34"E	104.62'
L87	S12°21'53"W	65.63'

LINE TABLE		
LINE	BEARING	LENGTH
L88	S18°03'40"E	67.17'
L89	S25°58'11"E	64.57'
L90	S27°55'06"E	100.44'
L91	S35°22'32"W	59.70'
L92	S13°35'06"E	68.53'
L93	S51°53'59"E	156.93'
L94	S66°50'45"E	64.60'
L95	S48°38'48"W	54.10'
L96	S8°34'50"W	80.78'
L97	S8°53'51"W	102.76'
L98	S13°03'25"W	64.08'
L99	S27°21'03"W	92.67'

LINE TABLE		
LINE	BEARING	LENGTH
L100	S58°32'05"W	39.73'
L101	S5°28'43"W	111.73'
L102	S12°31'44"W	83.93'
L103	S55°17'54"W	62.16'
L104	N84°37'02"W	51.91'
L105	N88°34'03"W	32.60'
L106	S42°06'52"W	58.01'
L107	S12°33'12"W	37.53'
L108	S20°36'57"W	33.88'
L109	S24°42'25"E	74.30'

NORTHEAST ¼ OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST

SEE SHEETS 1–24 FOR LEGAL DESCRIPTION
SEE SHEETS 25–26 FOR KEY MAP AND LEGEND
SEE SHEETS 27–69 FOR SKETCHES

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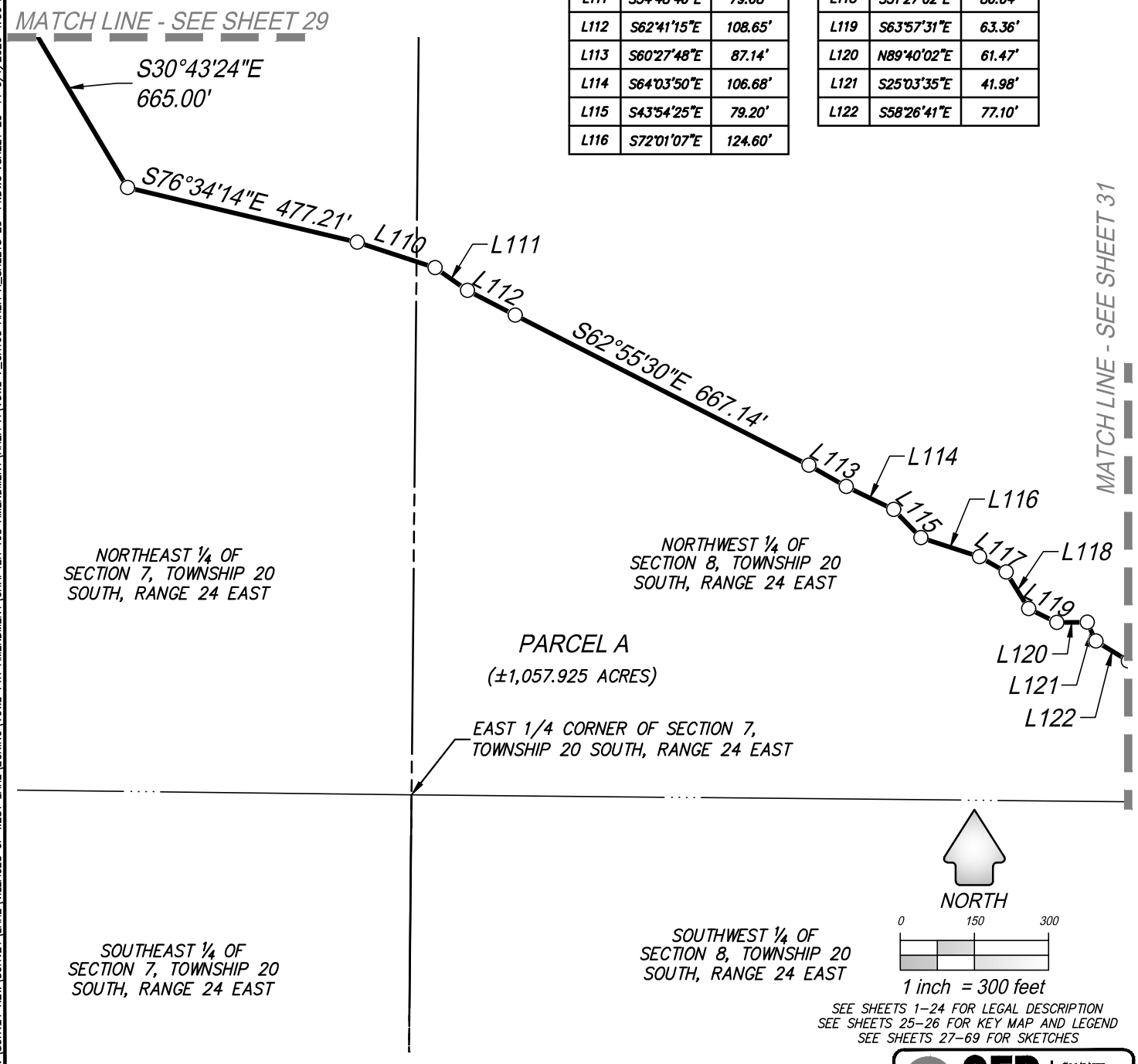
SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "__1__" SHEET 30 OF 69

LINE TABLE		
LINE	BEARING	LENGTH
L110	S71°58'41"E	165.94'
L111	S54°48'46"E	79.68'
L112	S62°41'15"E	108.65'
L113	S60°27'48"E	87.14'
L114	S64°03'50"E	106.68'
L115	S43°54'25"E	79.20'
L116	S72°01'07"E	124.60'

LINE TABLE		
LINE	BEARING	LENGTH
L117	S60°09'14"E	62.29'
L118	S31°27'02"E	86.64'
L119	S63°57'31"E	63.36'
L120	N89°40'02"E	61.47'
L121	S25°03'35"E	41.98'
L122	S58°26'41"E	77.10'



SEE SHEETS 1–24 FOR LEGAL DESCRIPTION
SEE SHEETS 25–26 FOR KEY MAP AND LEGEND
SEE SHEETS 27–69 FOR SKETCHES

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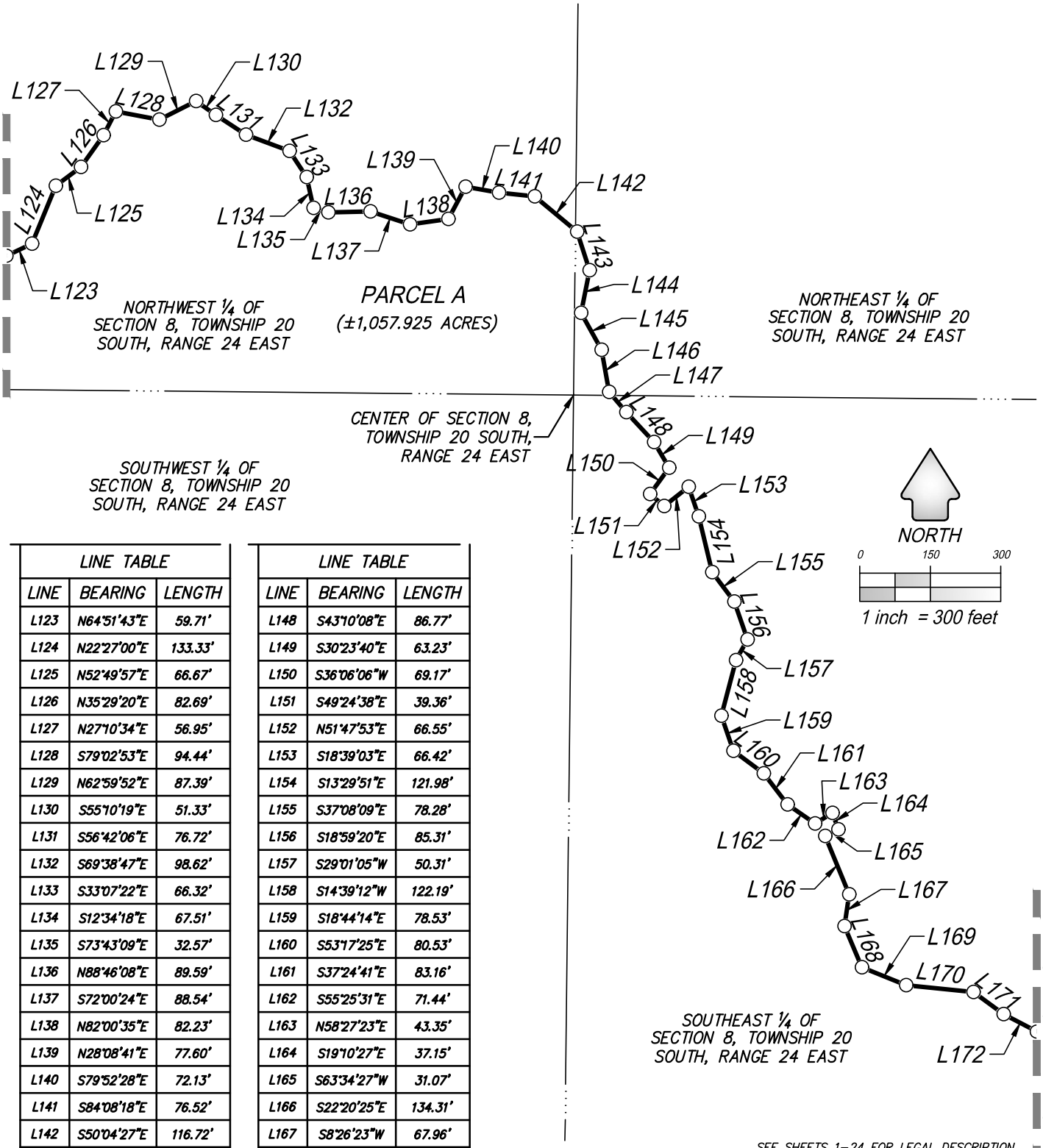
SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 31 OF 69



LINE TABLE		
LINE	BEARING	LENGTH
L123	N64°51'43"E	59.71'
L124	N22°27'00"E	133.33'
L125	N52°49'57"E	66.67'
L126	N35°29'20"E	82.69'
L127	N27°10'34"E	56.95'
L128	S79°02'53"E	94.44'
L129	N62°59'52"E	87.39'
L130	S55°10'19"E	51.33'
L131	S56°42'06"E	76.72'
L132	S69°38'47"E	98.62'
L133	S33°07'22"E	66.32'
L134	S12°34'18"E	67.51'
L135	S73°43'09"E	32.57'
L136	N88°46'08"E	89.59'
L137	S72°00'24"E	88.54'
L138	N82°00'35"E	82.23'
L139	N28°08'41"E	77.60'
L140	S79°52'28"E	72.13'
L141	S84°08'18"E	76.52'
L142	S50°04'27"E	116.72'
L143	S18°05'38"E	86.72'
L144	S11°26'26"W	91.89'
L145	S29°04'26"E	89.79'
L146	S9°58'55"E	91.28'
L147	S40°14'22"E	56.45'

LINE TABLE		
LINE	BEARING	LENGTH
L148	S43°10'08"E	86.77'
L149	S30°23'40"E	63.23'
L150	S36°06'06"W	69.17'
L151	S49°24'38"E	39.36'
L152	N51°47'53"E	66.55'
L153	S18°39'03"E	66.42'
L154	S13°29'51"E	121.98'
L155	S37°08'09"E	78.28'
L156	S18°59'20"E	85.31'
L157	S29°01'05"W	50.31'
L158	S14°39'12"W	122.19'
L159	S18°44'14"E	78.53'
L160	S53°17'25"E	80.53'
L161	S37°24'41"E	83.16'
L162	S55°25'31"E	71.44'
L163	N58°27'23"E	43.35'
L164	S19°10'27"E	37.15'
L165	S63°34'27"W	31.07'
L166	S22°20'25"E	134.31'
L167	S8°26'23"W	67.96'
L168	S22°50'36"E	95.16'
L169	S68°08'39"E	101.39'
L170	S84°06'33"E	143.78'
L171	S53°36'32"E	79.23'
L172	S62°30'27"E	79.89'

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

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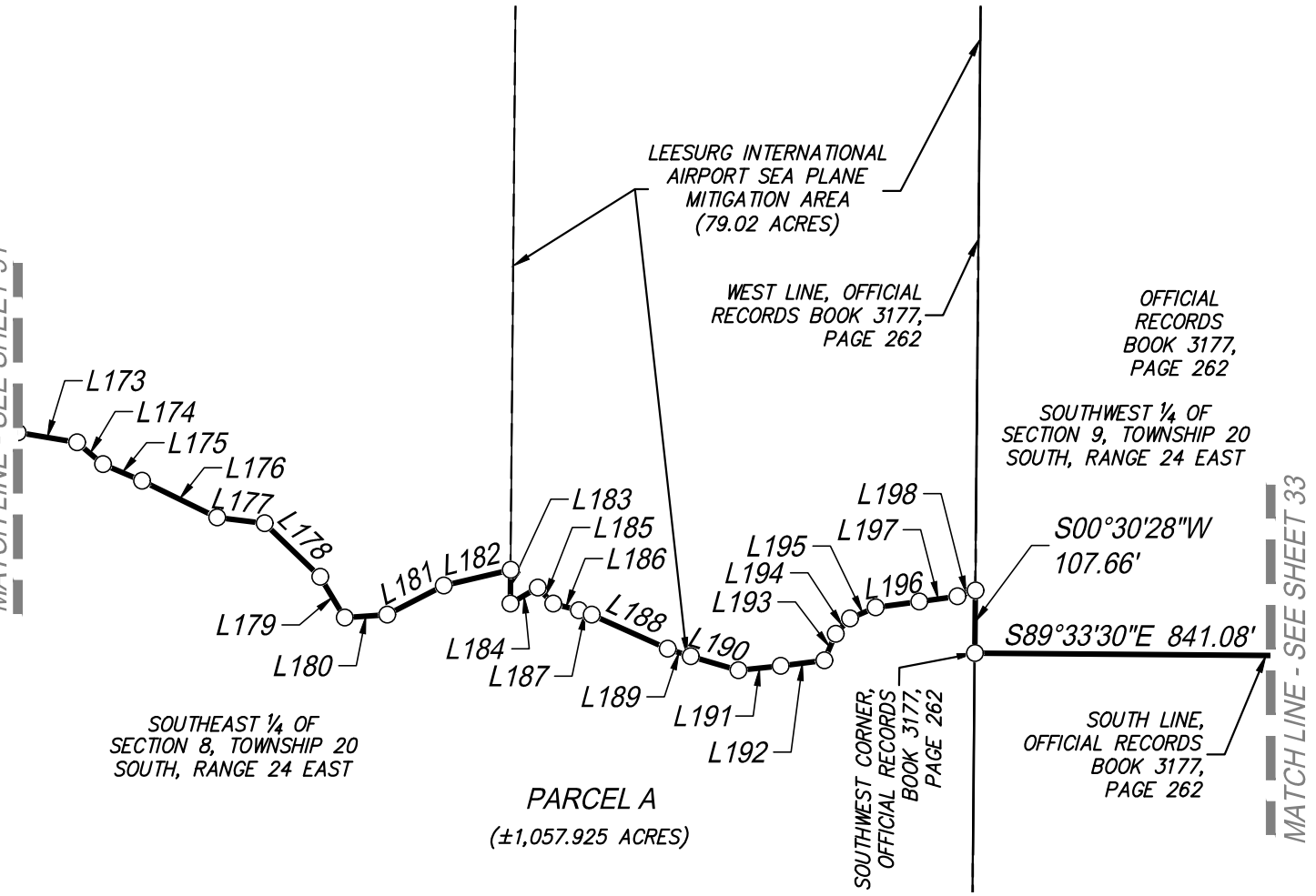
SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 32 OF 69



LINE TABLE		
LINE	BEARING	LENGTH
L173	S80°26'17"E	103.16'
L174	S50°11'10"E	58.15'
L175	S66°52'59"E	72.77'
L176	S63°53'24"E	143.33'
L177	S83°14'16"E	82.39'
L178	S46°01'21"E	132.57'
L179	S30°59'41"E	81.79'
L180	N86°11'27"E	73.17'
L181	N62°36'40"E	109.25'
L182	N76°42'21"E	117.81'

LINE TABLE		
LINE	BEARING	LENGTH
L183	S0°30'28"W	58.37'
L184	N59°53'32"E	54.81'
L185	S43°52'35"E	38.23'
L186	S75°34'26"E	45.20'
L187	S70°37'50"E	23.34'
L188	S65°59'05"E	142.77'
L189	S71°48'27"E	41.59'
L190	S73°29'01"E	85.77'
L191	N83°59'28"E	72.88'
L192	N82°39'04"E	75.52'

LINE TABLE		
LINE	BEARING	LENGTH
L193	N22°53'15"E	49.24'
L194	N42°47'28"E	36.32'
L195	N66°51'09"E	48.16'
L196	N82°25'46"E	75.22'
L197	N82°09'15"E	66.23'
L198	N72°05'31"E	32.56'

NORTH

0 150 300

1 inch = 300 feet

SEE SHEETS 1–24 FOR LEGAL DESCRIPTION
SEE SHEETS 25–26 FOR KEY MAP AND LEGEND
SEE SHEETS 27–69 FOR SKETCHES

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SKETCH OF DESCRIPTION

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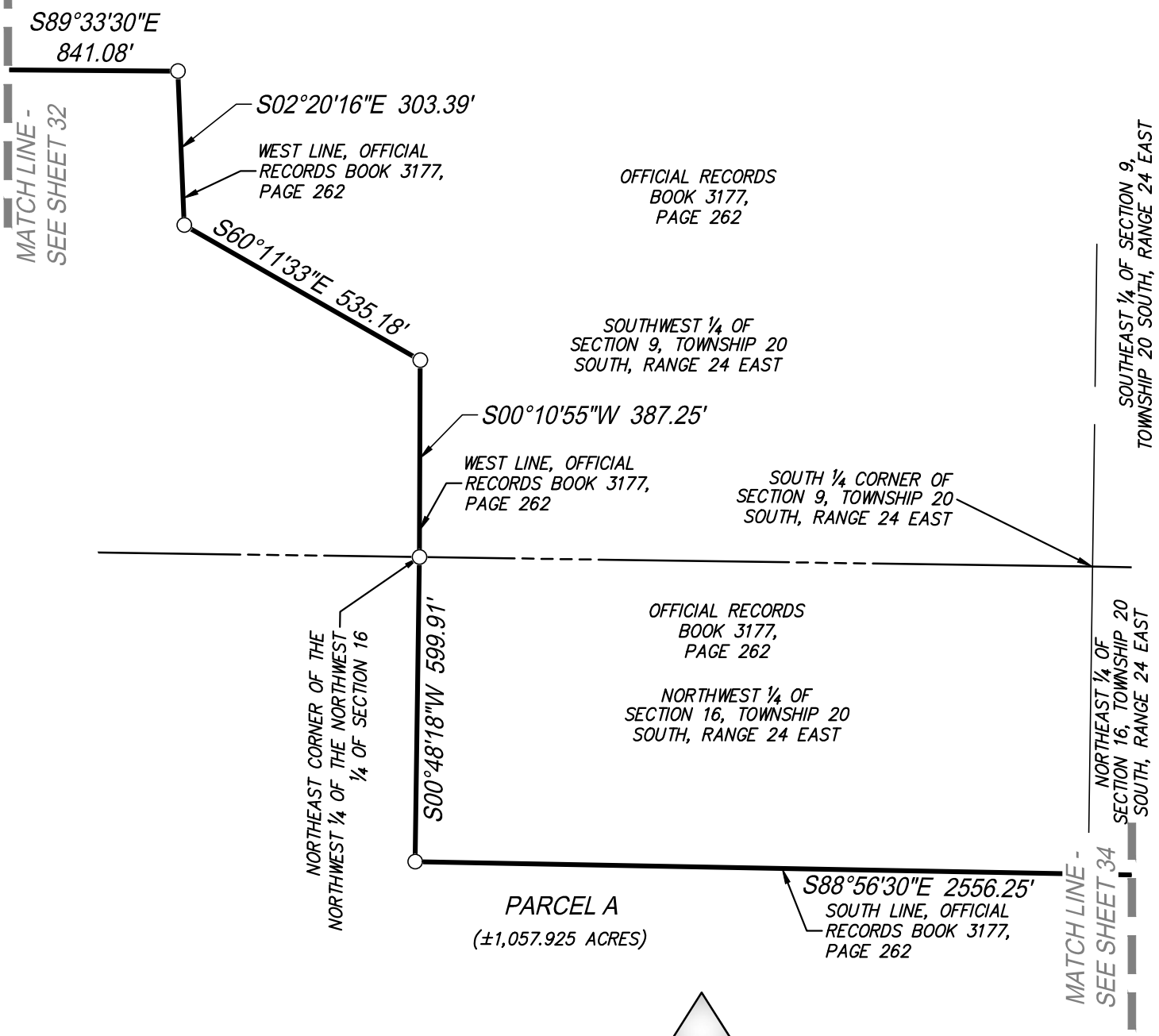
EXHIBIT "__1__" SHEET 33 OF 69



SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
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SKETCH OF DESCRIPTION

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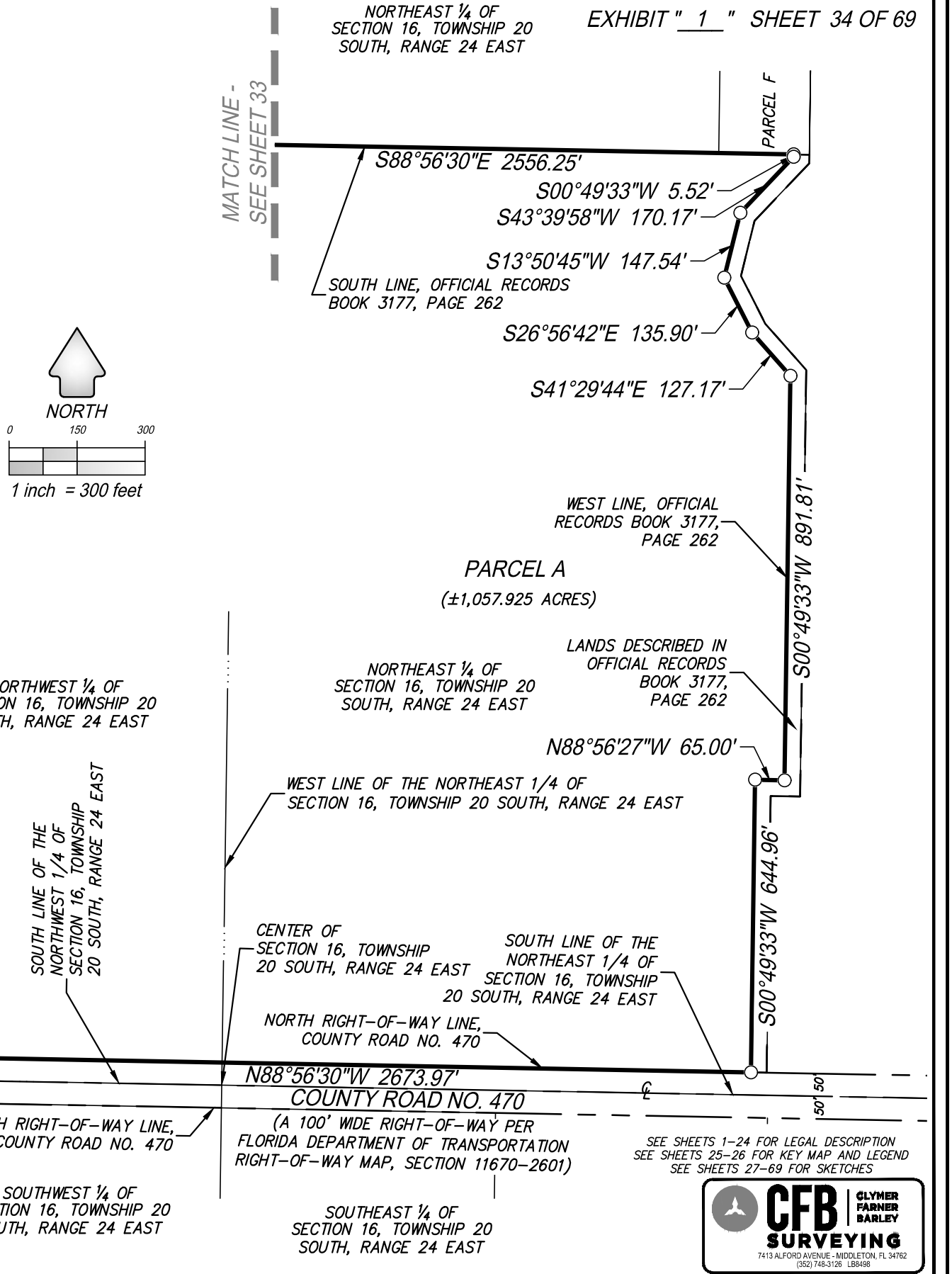
EXHIBIT "1" SHEET 34 OF 69



SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

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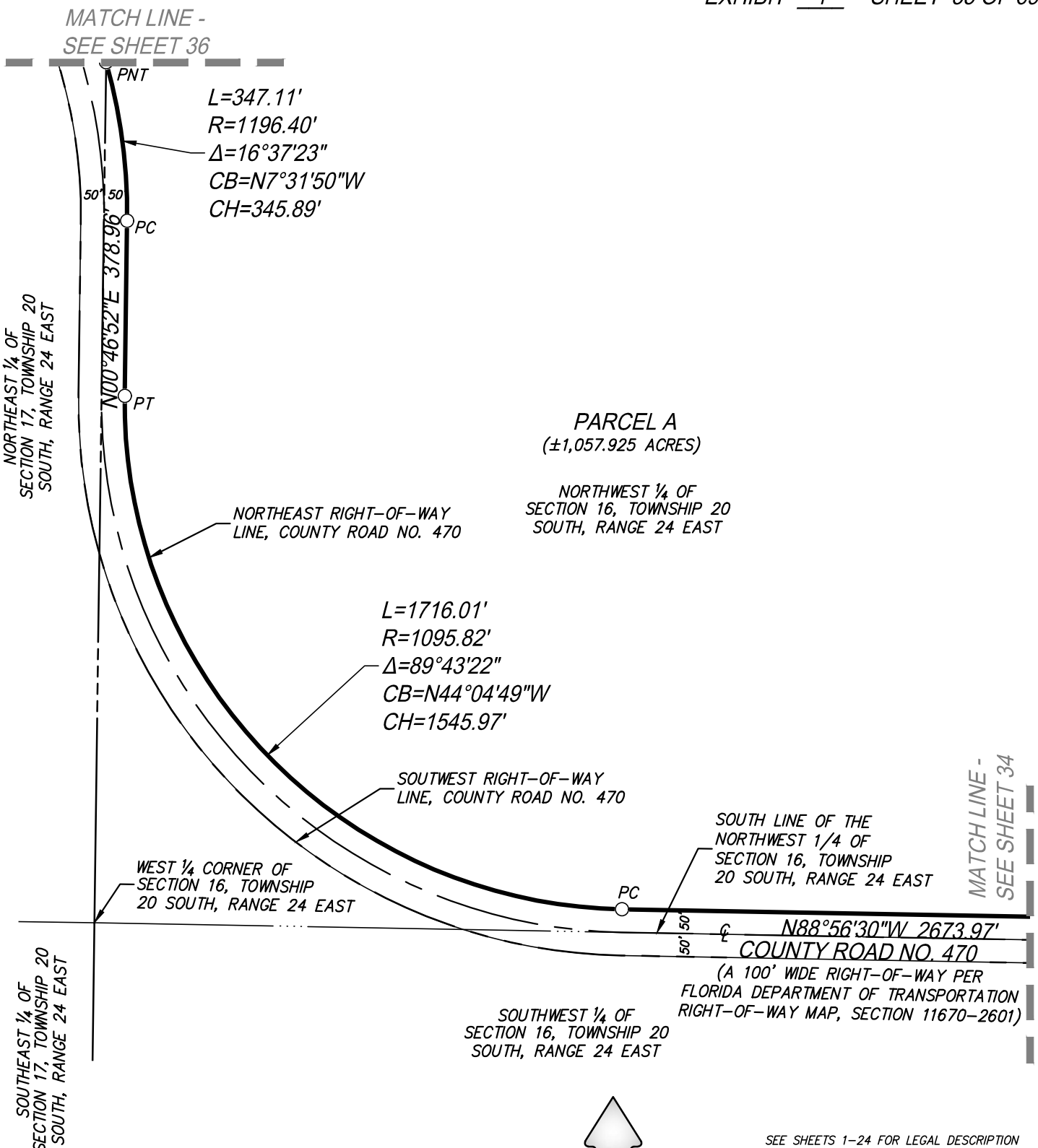
SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 35 OF 69



SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

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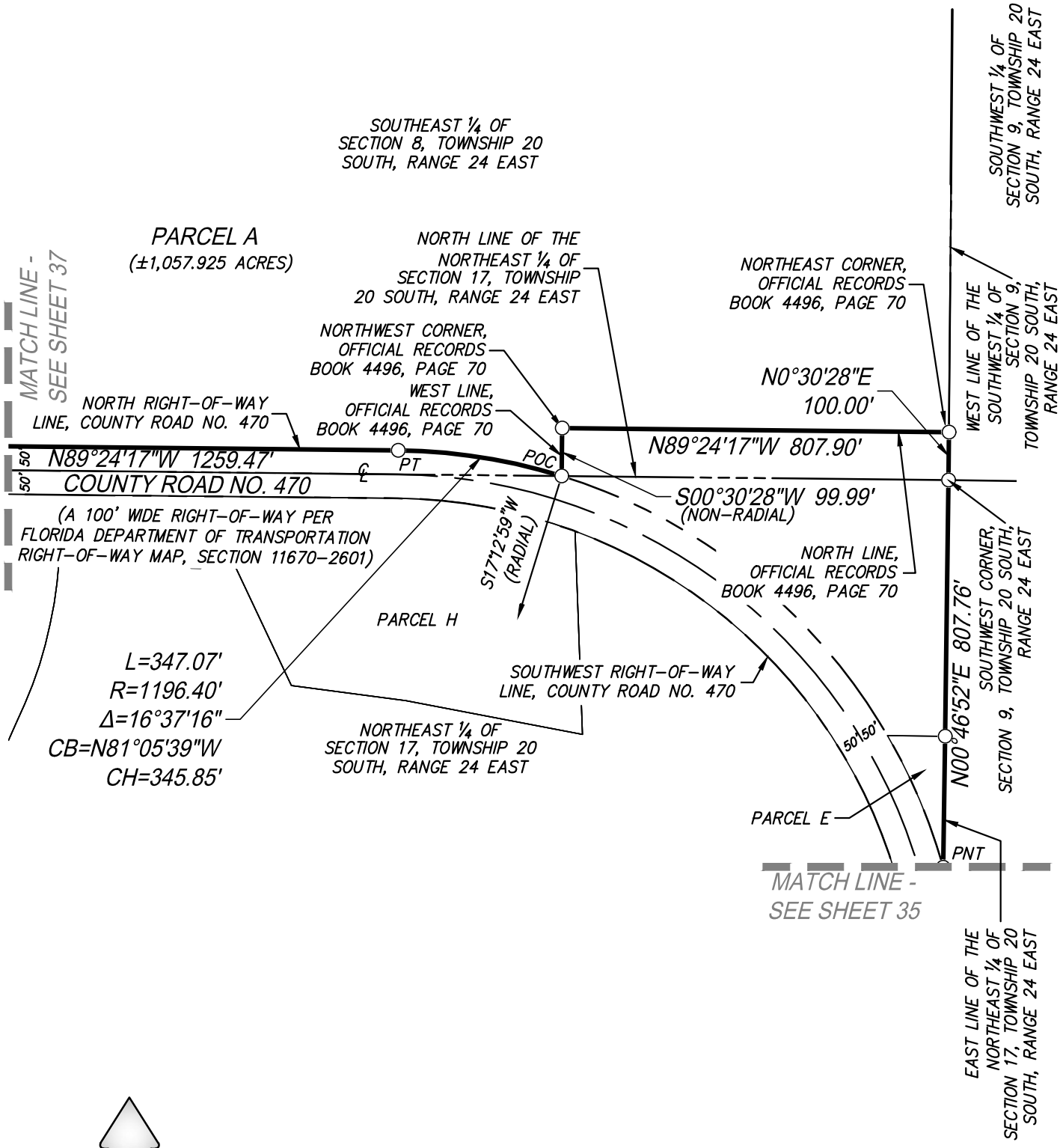
SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 36 OF 69



SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
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SKETCH OF DESCRIPTION

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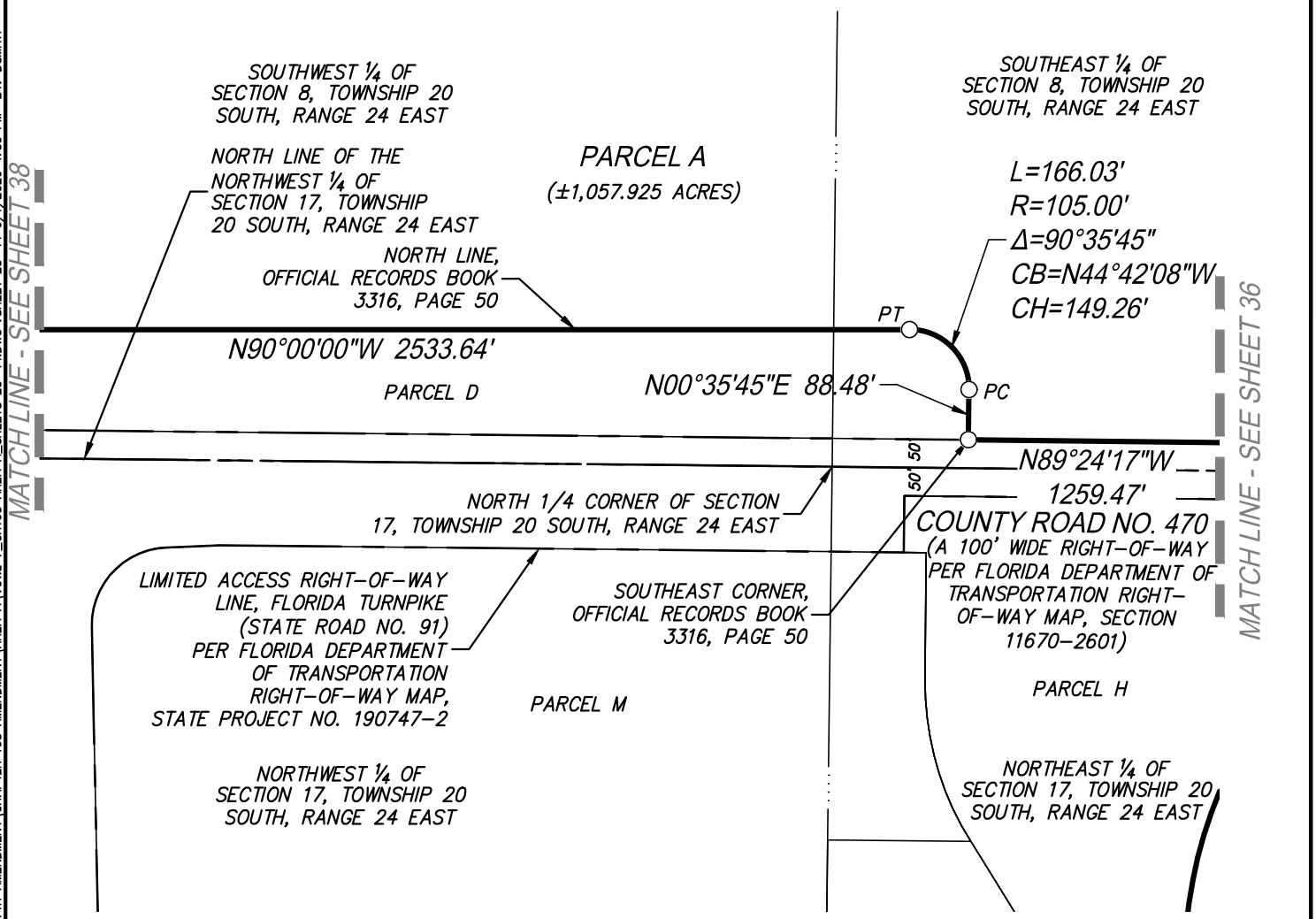
EXHIBIT "_1_" SHEET 37 OF 69



NORTH

0 150 300

1 inch = 300 feet

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
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SKETCH OF DESCRIPTION

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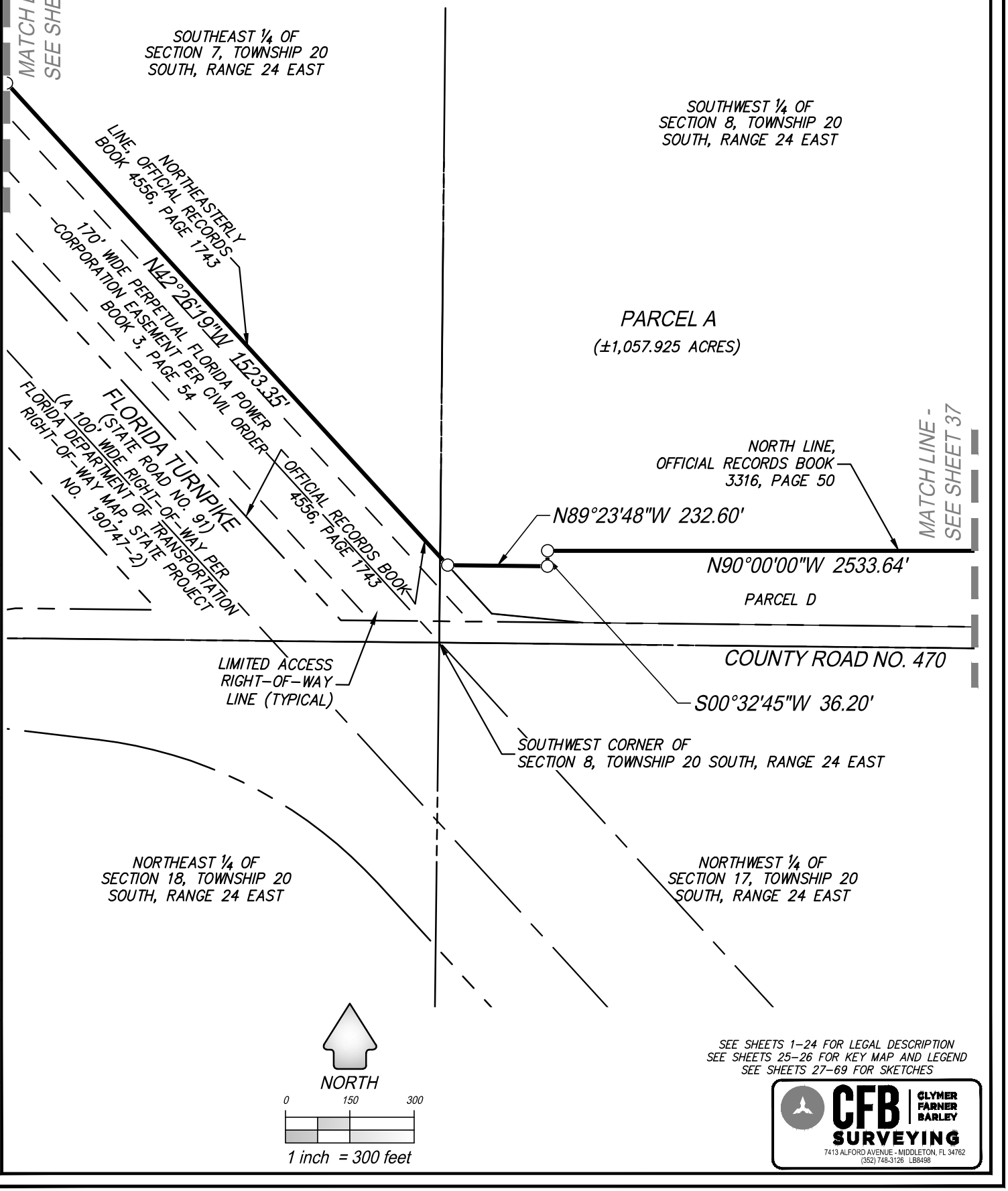
EXHIBIT "_1_" SHEET 38 OF 69



SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

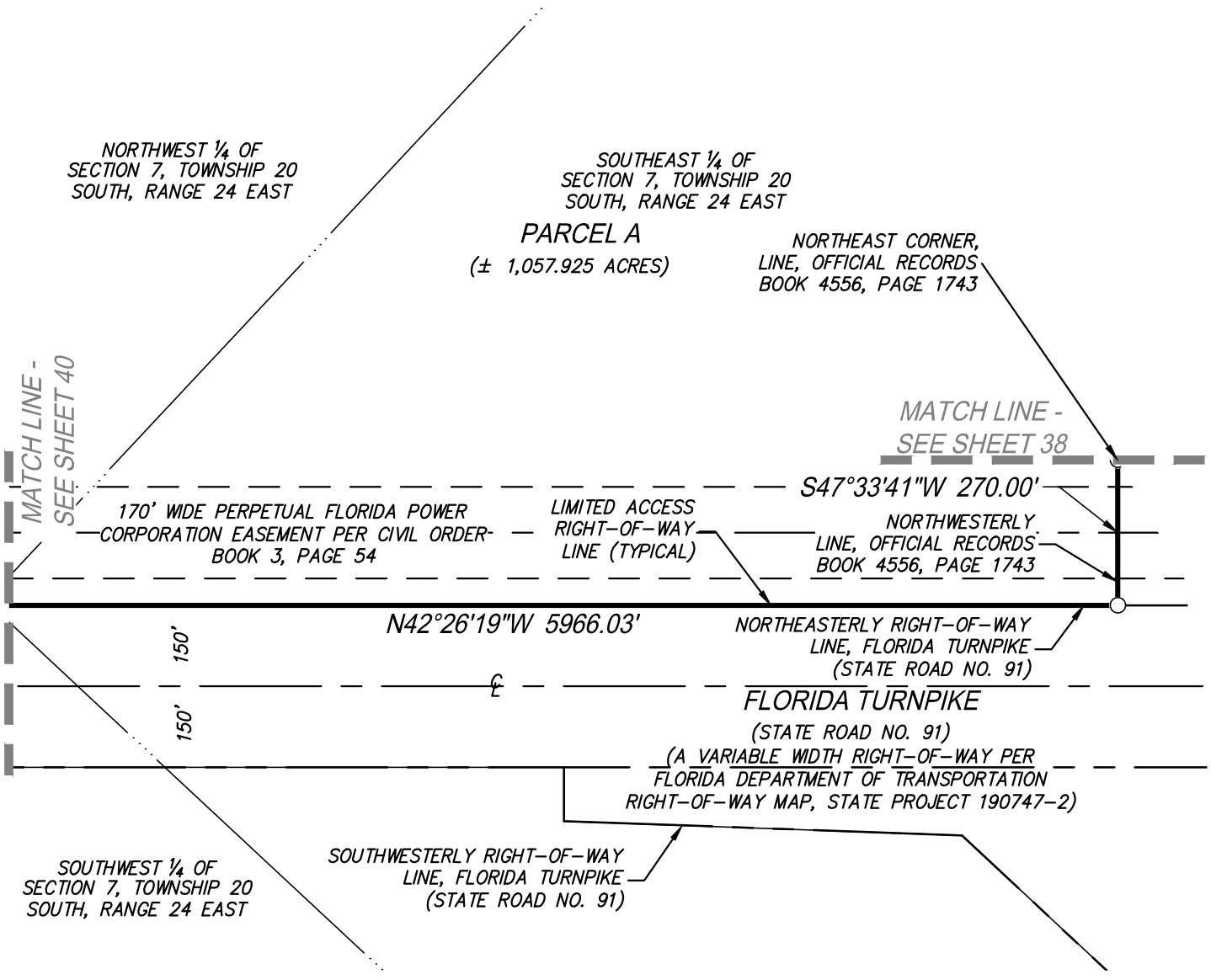
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA A\VOWL 7_CH163 AREA A_SHEETS 25-44.DWG : SHEET 25-44 6/1/2026 5:02 PM BY: DSMITH ---- : CFB_Survey_Standard.ctb

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 39 OF 69



SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

CFB CLYMER FARNER BARLEY SURVEYING
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(352) 748-3126 LB8498

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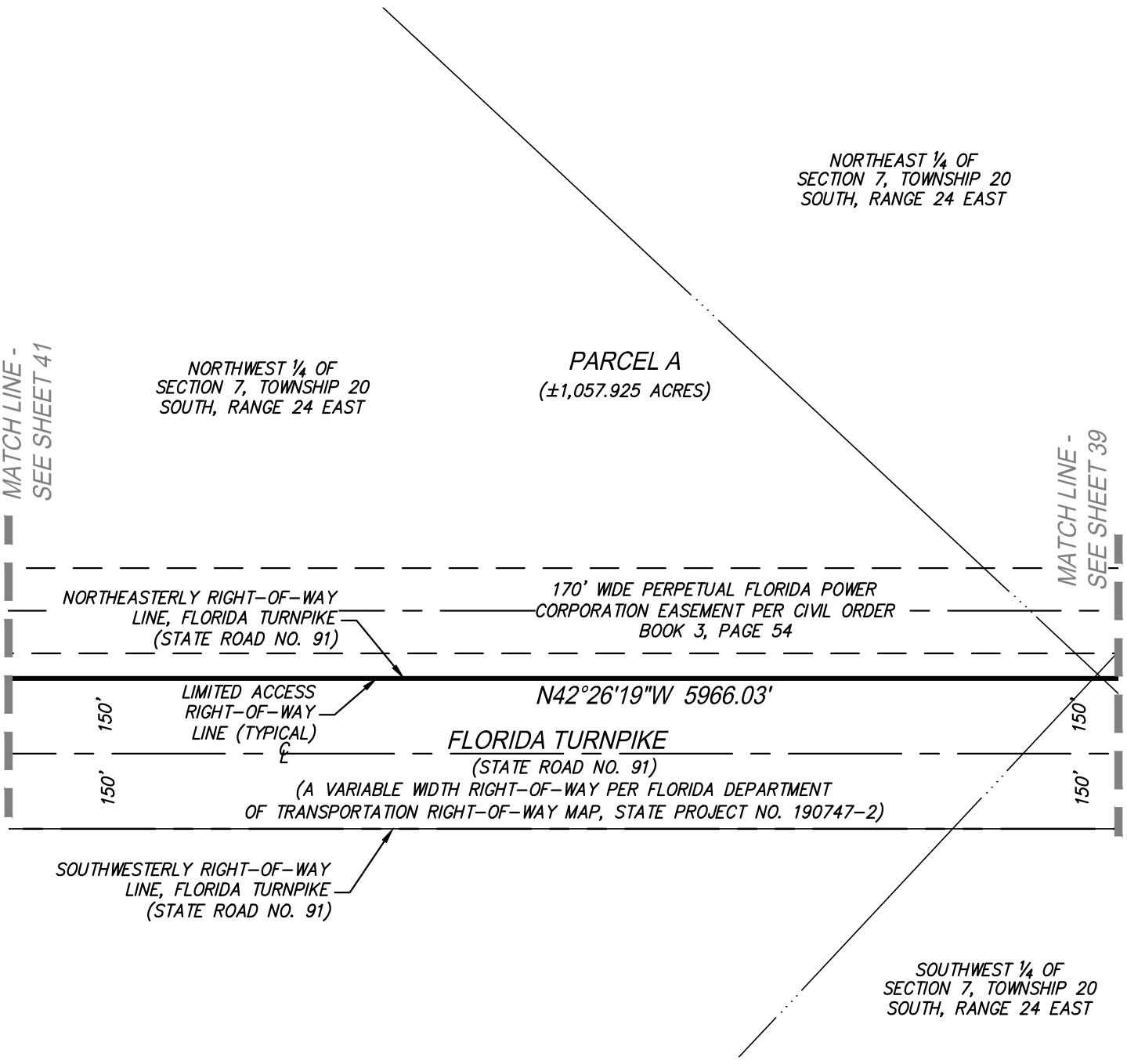
SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 40 OF 69



NORTH

0 150 300

1 inch = 300 feet

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

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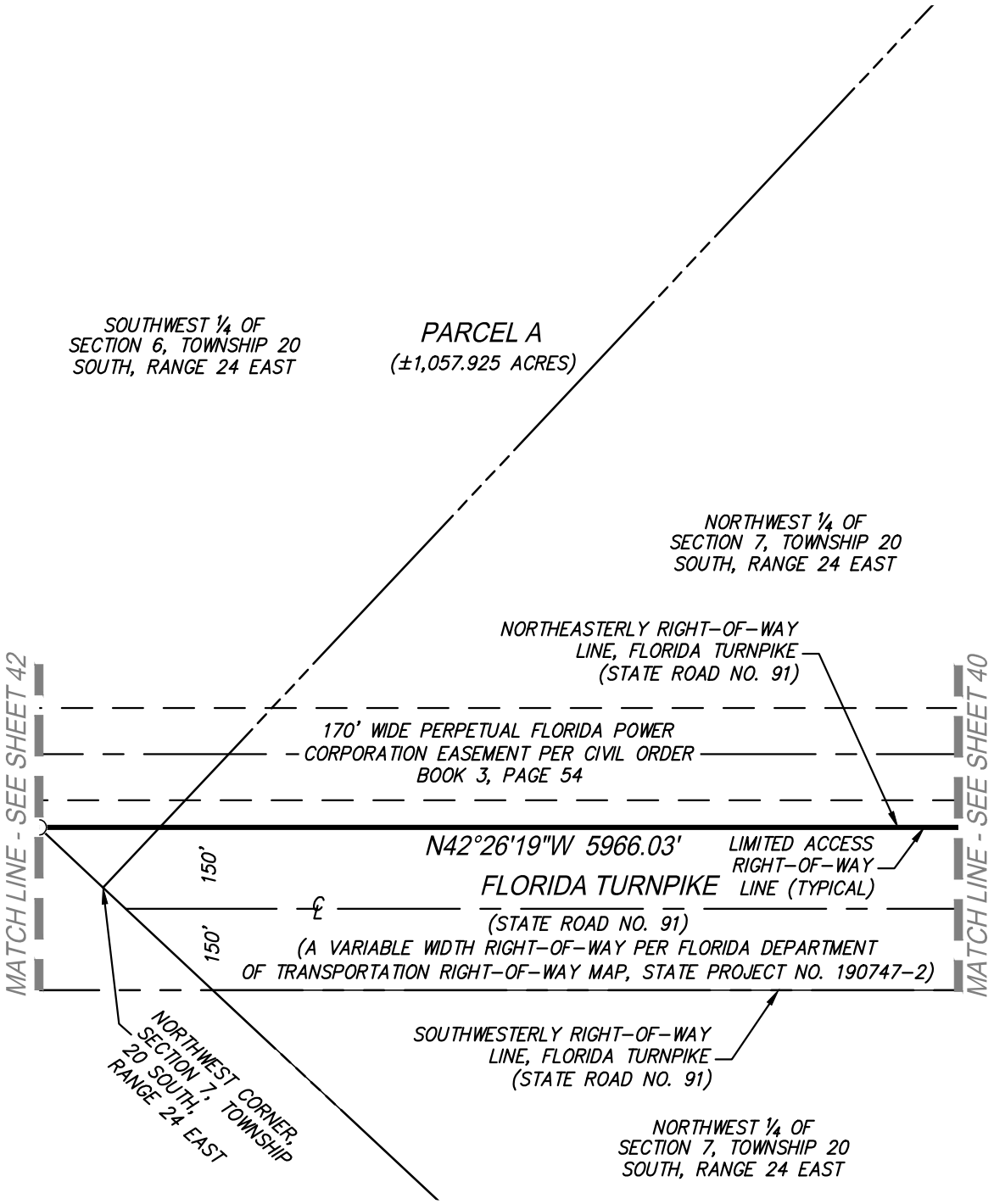
SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 41 OF 69



SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

CFB CLYMER FARNER BARLEY SURVEYING
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(352) 748-3126 LB8498

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SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

MATCH LINE - SEE SHEET 27

EXHIBIT "__1__" SHEET 42 OF 69

POINT OF BEGINNING
WEST ¼ CORNER OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SUMTER COUNTY

LAKE COUNTY

N00°45'14"E 2487.91'

WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6

SOUTHWEST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHEAST ¼ OF
SECTION 1, TOWNSHIP 20
SOUTH, RANGE 23 EAST

PARCEL A

(±1,057.925 ACRES)

170' WIDE PERPETUAL
FLORIDA POWER
CORPORATION EASEMENT
PER CIVIL ORDER
BOOK 3, PAGE 54

FLORIDA
TURNPIKE

NORTH

0 150 300

1 inch = 300 feet

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

MATCH LINE - SEE SHEET 41

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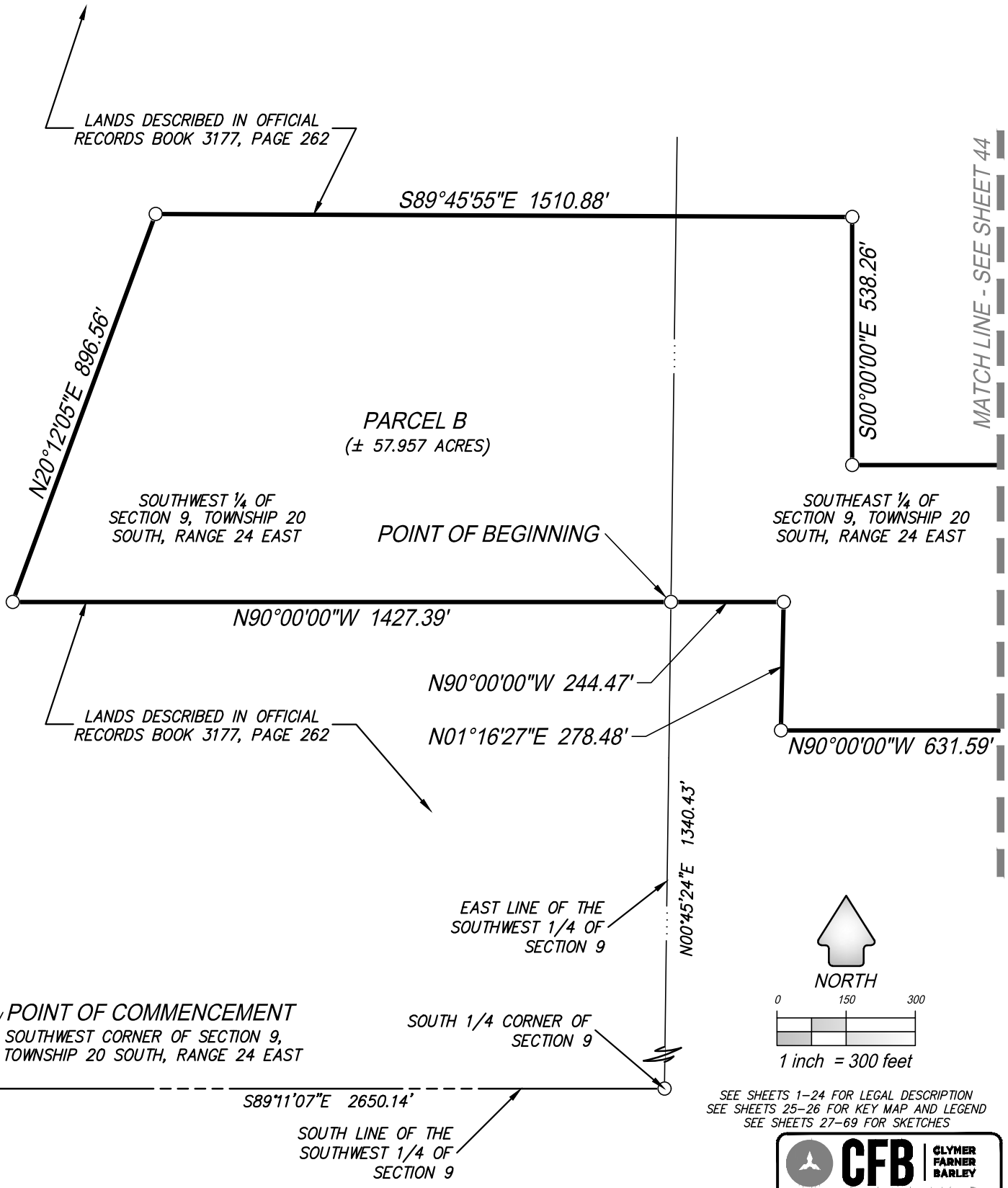
SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 43 OF 69



SEE SHEETS 1–24 FOR LEGAL DESCRIPTION
SEE SHEETS 25–26 FOR KEY MAP AND LEGEND
SEE SHEETS 27–69 FOR SKETCHES

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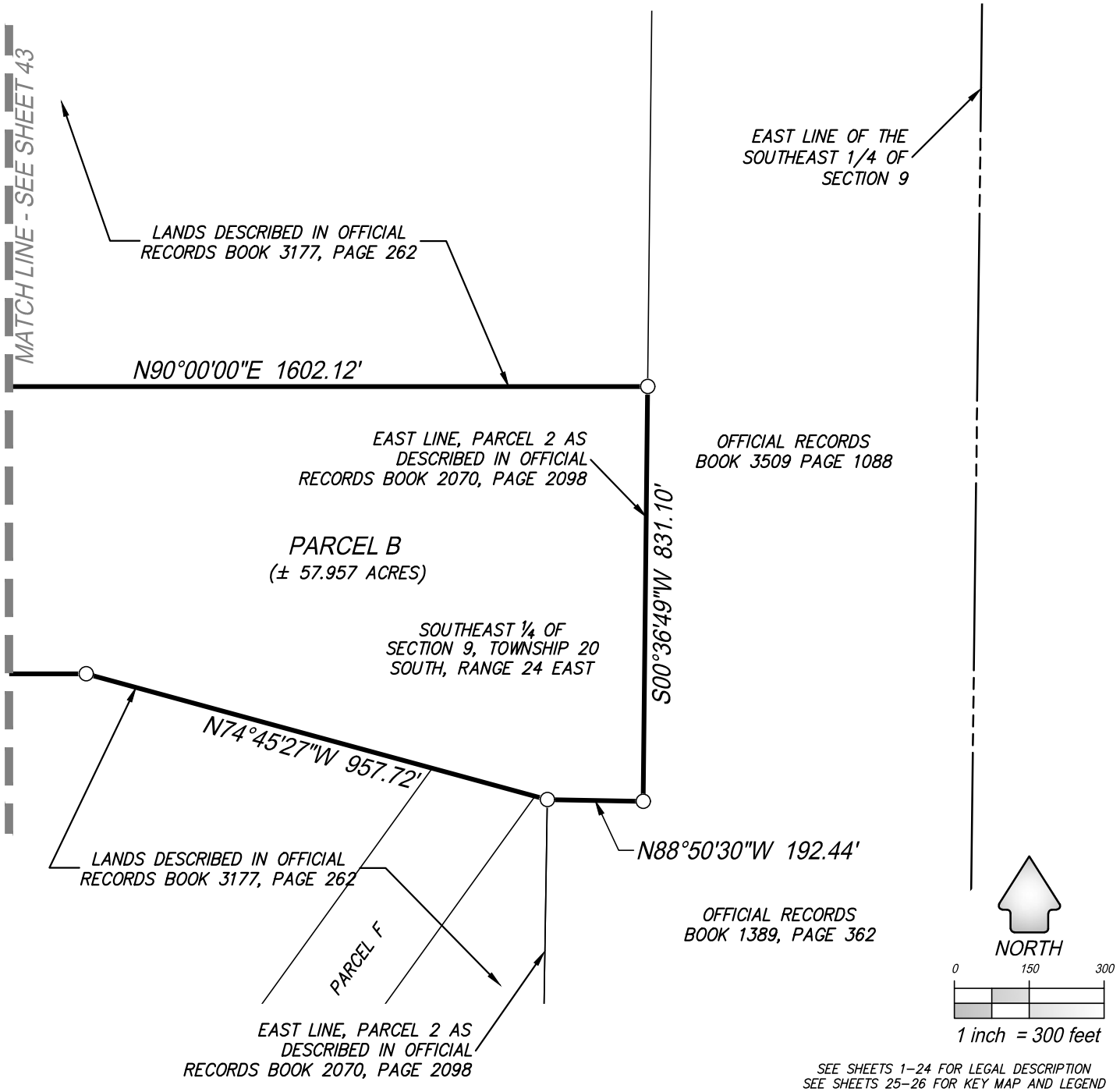
SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 44 OF 69



SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

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SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 " SHEET 45 OF 69

NORTH LINE OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST

LEGEND:

- LINE BREAK
- L1 LINE TAG LABEL (SEE TABLE)
- CHANGE IN DIRECTION
- (D) DEED MEASUREMENT
- ℄ CENTERLINE

NORTH

0 300 600

1 inch = 600 feet

150' 150'

(RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT #190747-2)

(SUNSHINE STATE PARKWAY)

EASTERLY RIGHT-OF-WAY LINE

FLOIRDA TURNPIKE

WESTERLY RIGHT-OF-WAY LINE

S42°26'19"E 4618.14'

N00°36'58"E 4981.67'

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST

WEST ¼ CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTH LINE OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST

SUMTER COUNTY
LAKE COUNTY

PARCEL C
(±241.2 ACRES)

WEST BOUNDARY OF SECTION 7

S47°33'41"W 100.00'
N45°59'05"E 100.00'(D)

NORTH LINE OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST

S40°22'13"E 738.95'
N41°56'49"W 738.95'(D)

150' 150'

S44°00'55"E 2170.00'(D)

N89°23'45"W 750.00'
N89°02'38"E 750.00'(D)

S00°36'15"W 350.00'
N00°57'22"W 350.00'(D)

POINT OF BEGINNING LESS AND EXCEPT #2
N89°02'38"E 1347.80'(D)
N89°23'45"W 1347.80'

LESS AND EXCEPT #2
S89°02'38"W 750.00'(D)

L4

L3

L2

L1

N89°00'55"E 850.00'(D)
N89°24'47"W 850.00'

N00°59'05"W 850.00'(D)

S00°35'33"W 850.09'

LESS AND EXCEPT #1
S80°29'04"W 134.83'(D)

S89°00'55"W 1456.67'(D)

MATCH LINE-SEE THIS SHEET

LINE TABLE

L1: S00°35'13"W 130.00'
N00°59'05"W 130.00'(D)

L2: N89°24'47"W 65.18'

L3: N89°23'45"W 551.82'

L4: N00°36'15"E 350.00'
S00°57'22"E 350.00'(D)

EXHIBIT " 1 " SHEET 45 OF 69

NORTHERLY RIGHT-OF-WAY LINE, COUNTY ROAD NO. 470

WESTERLY RIGHT-OF-WAY LINE, SUNSHINE STATE PARKWAY

POINT OF BEGINNING LESS AND EXCEPT #1

N44°00'55"W 95.76'(D)

NE CORNER OF SECTION 18

S89°00'55"W 329.45'(D)

S89°00'55"W 593.64'(D)

NORTH LINE OF THE NE 1/4 OF SECTION 18

EAST LINE OF THE NE 1/4 OF SECTION 18

N01°01'02"W 2658.28'(D)

POINT OF COMMENCEMENT LESS AND EXCEPT #1
EAST 1/4 CORNER OF SECTION 18

MATCH LINE-SEE THIS SHEET

N00°36'58"E 50.00'
N00°55'51"W 50.00'(D)

POINT OF COMMENCEMENT
LESS AND EXCEPT #2
SOUTHWEST CORNER OF SECTION 7

COUNTY ROAD NO. 470
(RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT #190747-2)
(FORMERLY STATE ROAD NO. 470)

NORTHERLY RIGHT-OF-WAY LINE, COUNTY ROAD NO. 470

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

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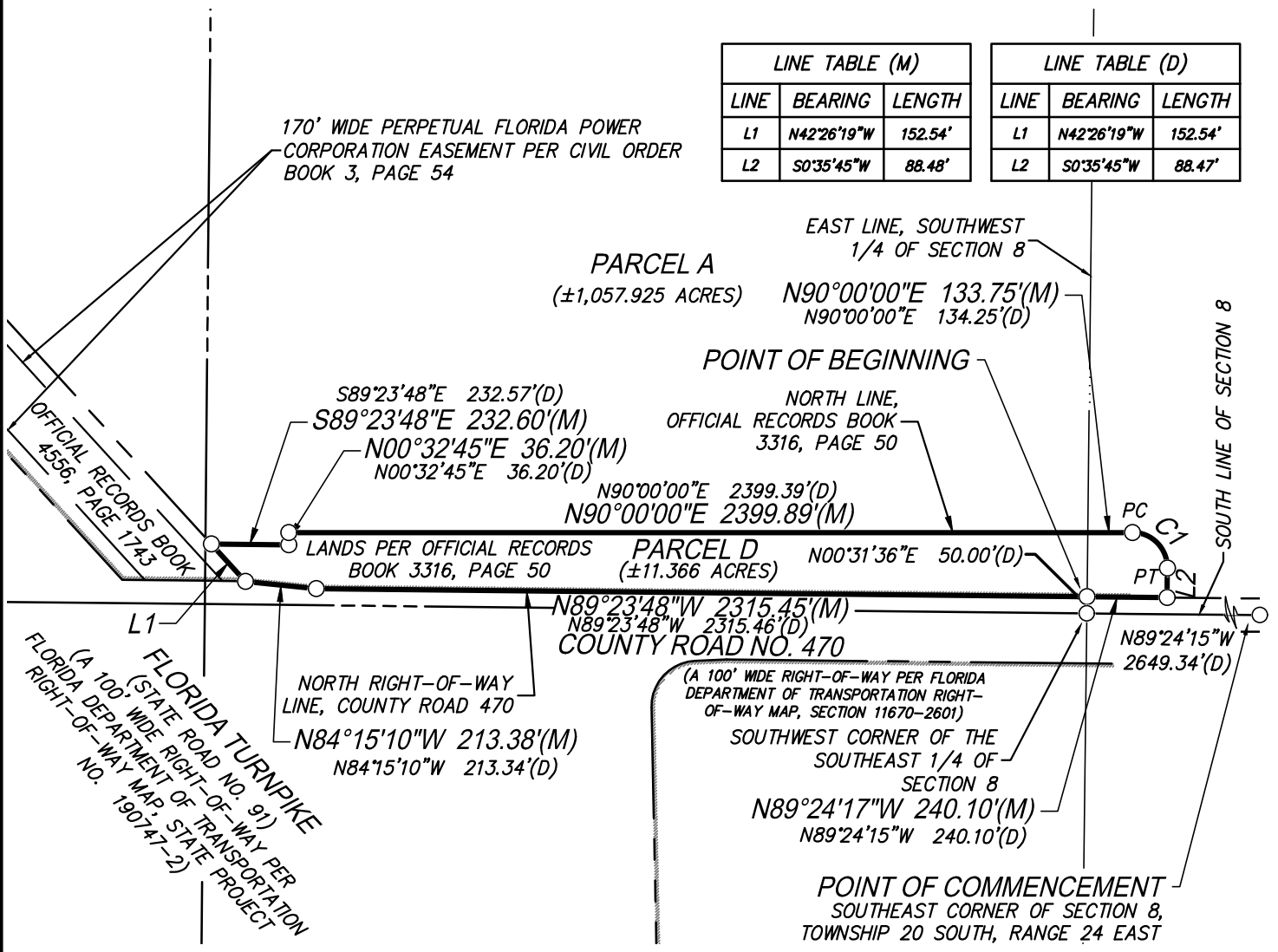
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT "__1__" SHEET 46 OF 69



LINE TABLE (M)		
LINE	BEARING	LENGTH
L1	N42°26'19"W	152.54'
L2	S0°35'45"W	88.48'

LINE TABLE (D)		
LINE	BEARING	LENGTH
L1	N42°26'19"W	152.54'
L2	S0°35'45"W	88.47'

CURVE TABLE (M)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	166.03'	105.00	090°35'45"	149.26'	S44°42'08"E

CURVE TABLE (D)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	166.03'	105.00	090°35'45"	149.26'	S44°42'07"E

LEGEND:

—\/—	LINE BREAK
(M)	FIELD MEASUREMENT
(D)	DEED MEASUREMENT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
L1	LINE TAG LABEL (SEE TABLE)
C1	CURVE TAG LABEL (SEE TABLE)
○	CHANGE IN DIRECTION

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

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(352) 748-3126 LB8498

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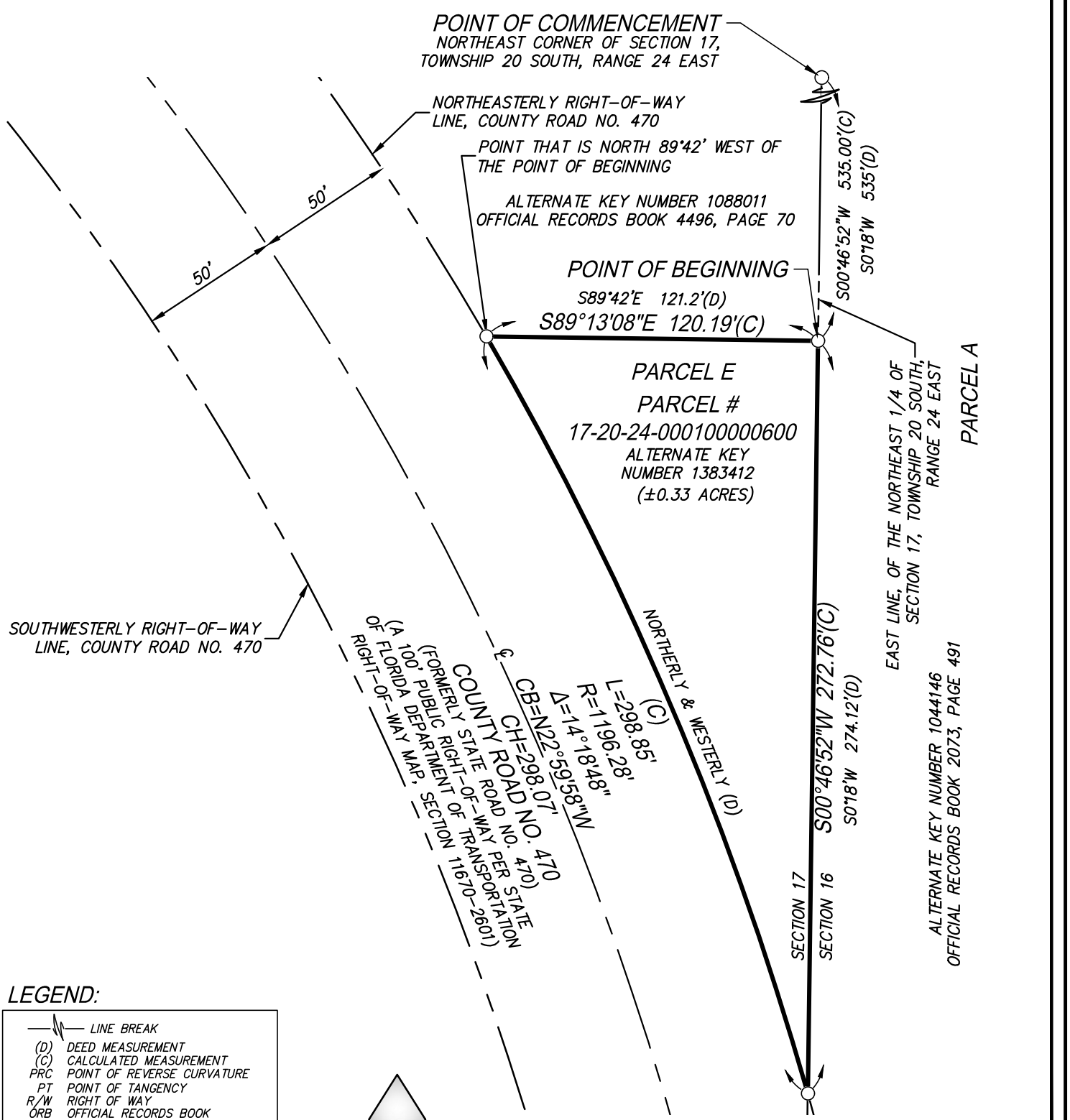
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 " SHEET 47 OF 69



LEGEND:

	LINE BREAK
(D)	DEED MEASUREMENT
(C)	CALCULATED MEASUREMENT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE (DELTA)
CB	CHORD BEARING
CH	CHORD LENGTH
L1	LINE TAG LABEL (SEE TABLE)
C1	CURVE TAG LABEL (SEE TABLE)
	CHANGE IN DIRECTION

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

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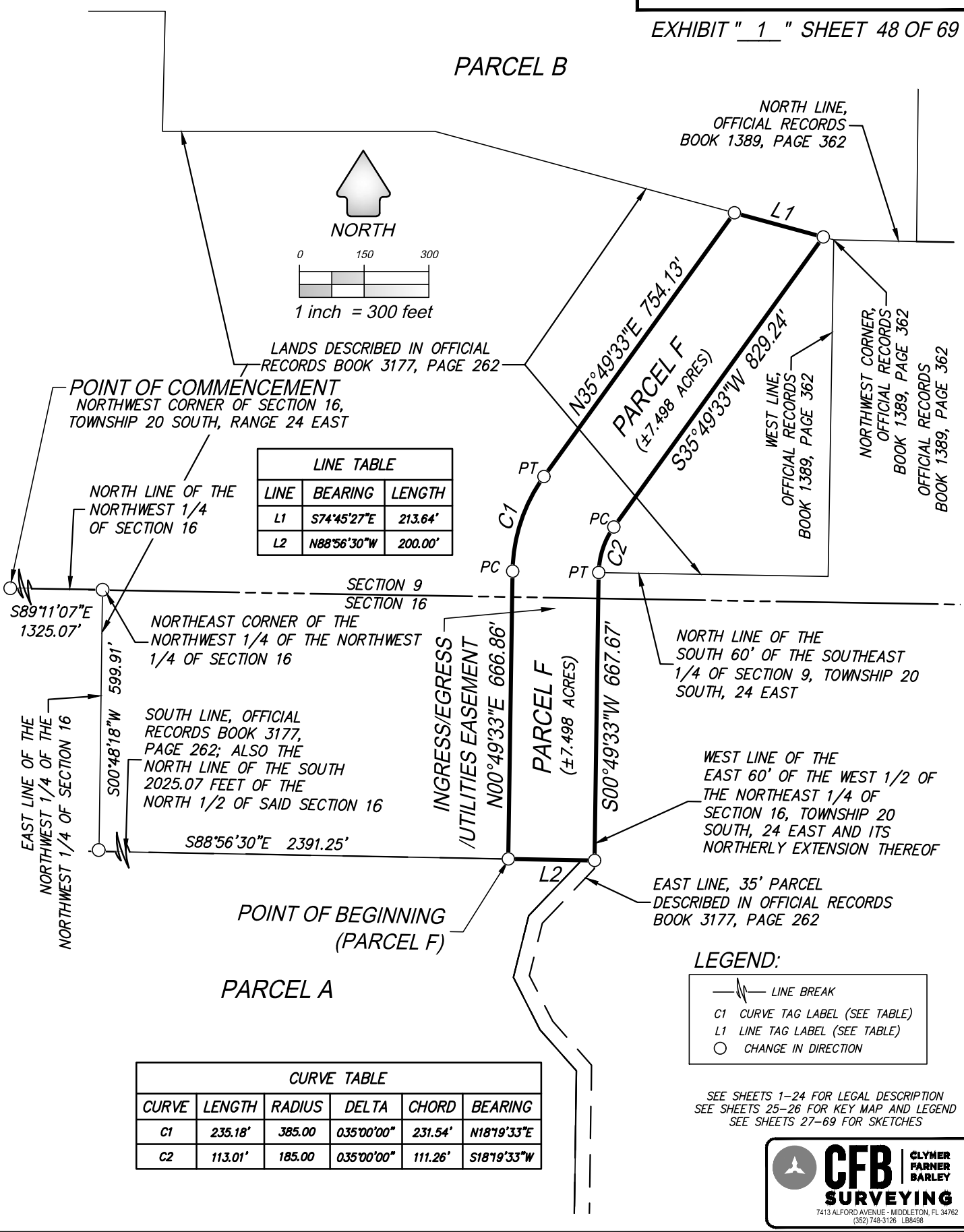
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA A\VOWL 7_CH163 AREA A_SHEET 47.DWG : 47 6/1/2026 10:47 AM BY: RBALTHASER ---- : CFB_Survey_Standard.ctb

SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT "_1_" SHEET 48 OF 69



LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°45'27"E	213.64'
L2	N88°56'30"W	200.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	235.18'	385.00	035°00'00"	231.54'	N18°19'33"E
C2	113.01'	185.00	035°00'00"	111.26'	S18°19'33"W

LEGEND:

- LINE BREAK
- C1 CURVE TAG LABEL (SEE TABLE)
- L1 LINE TAG LABEL (SEE TABLE)
- CHANGE IN DIRECTION

SEE SHEETS 1–24 FOR LEGAL DESCRIPTION
SEE SHEETS 25–26 FOR KEY MAP AND LEGEND
SEE SHEETS 27–69 FOR SKETCHES

CFB CLYMER FARNER BARLEY SURVEYING
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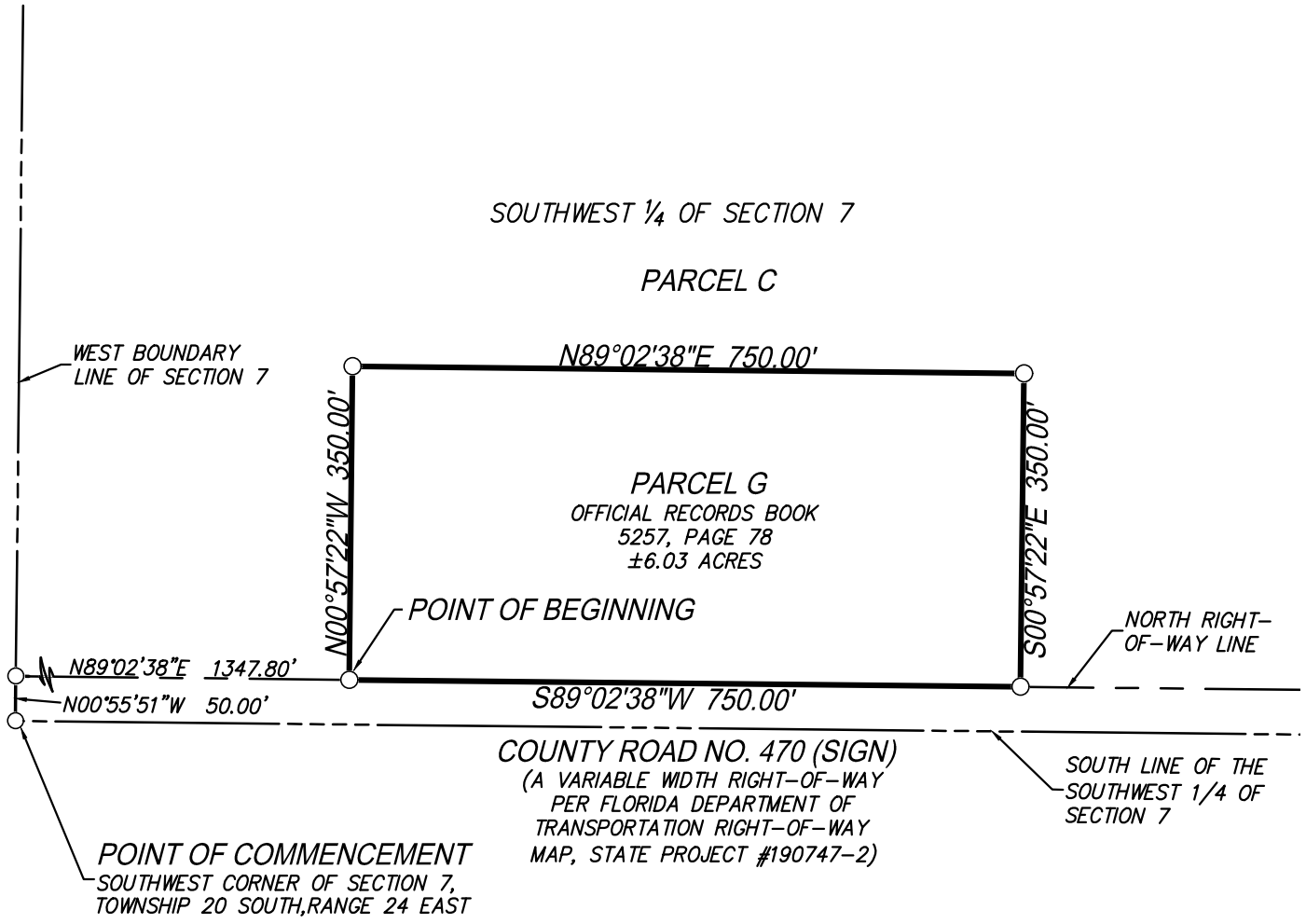
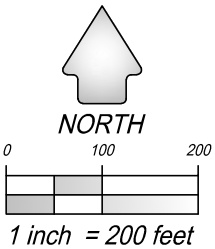
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA A\VOWL 7_CH163 AREA A_SHEET 48.DWG - 48 6/1/2026 11:02 AM BY: RBALTHASER ---- : CFB_Survey_Standard.ctb

SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT "__1__" SHEET 49 OF 69





LEGEND:

LINE BREAK

CHANGE IN DIRECTION

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

CFB CLYMER FARNER BARLEY SURVEYING
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(352) 748-3126 LB8498

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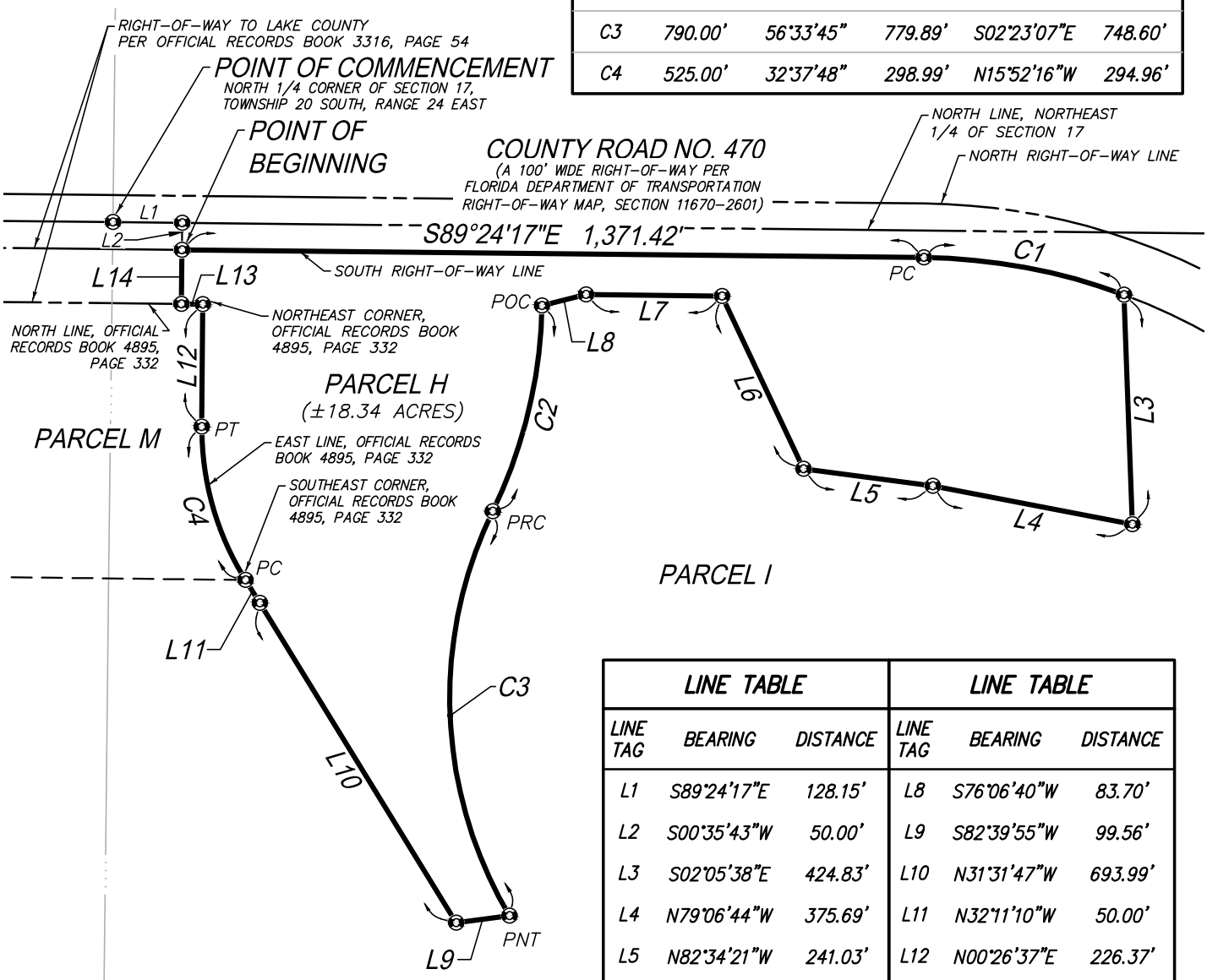
SKETCH OF DESCRIPTION
(NOT A SURVEY)

LEGEND:

LB	= LICENSED BUSINESS
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
⊙	= CHANGE IN DIRECTION

EXHIBIT " 1 "
SHEET 50 OF 69

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1096.40'	19°46'47"	378.50'	S79°30'54"E	376.62'
C2	910.00'	24°51'03"	394.69'	S13°28'14"W	391.61'
C3	790.00'	56°33'45"	779.89'	S02°23'07"E	748.60'
C4	525.00'	32°37'48"	298.99'	N15°52'16"W	294.96'



LINE TABLE			LINE TABLE		
LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'	L8	S76°06'40"W	83.70'
L2	S00°35'43"W	50.00'	L9	S82°39'55"W	99.56'
L3	S02°05'38"E	424.83'	L10	N31°31'47"W	693.99'
L4	N79°06'44"W	375.69'	L11	N32°11'10"W	50.00'
L5	N82°34'21"W	241.03'	L12	N00°26'37"E	226.37'
L6	N25°13'16"W	353.53'	L13	N89°23'51"W	39.47'
L7	N89°24'17"W	251.69'	L14	N00°35'43"E	100.00'

NORTH

0 150 300

1 inch = 300 feet

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEET 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

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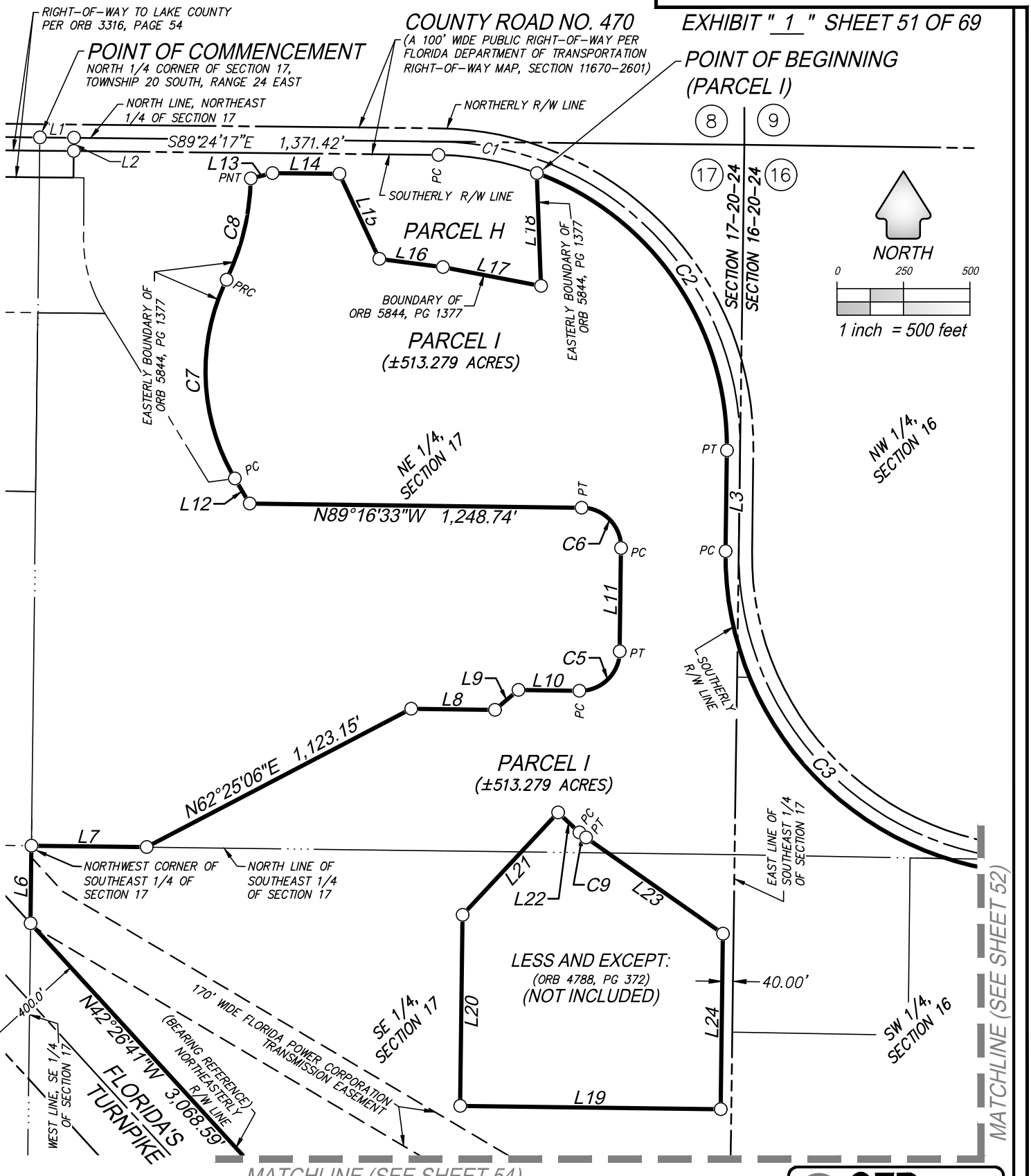
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA A\VOWL 7_CH163 AREA A_SHEET 50.DWG :50 6/1/2026 11:30 AM BY: RBALTHASER ---- : CFB_Survey_Standard.ctb

SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 " SHEET 51 OF 69



SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP
SEE SHEETS 27-69 FOR SKETCHES

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(352) 748-3126 LB8498

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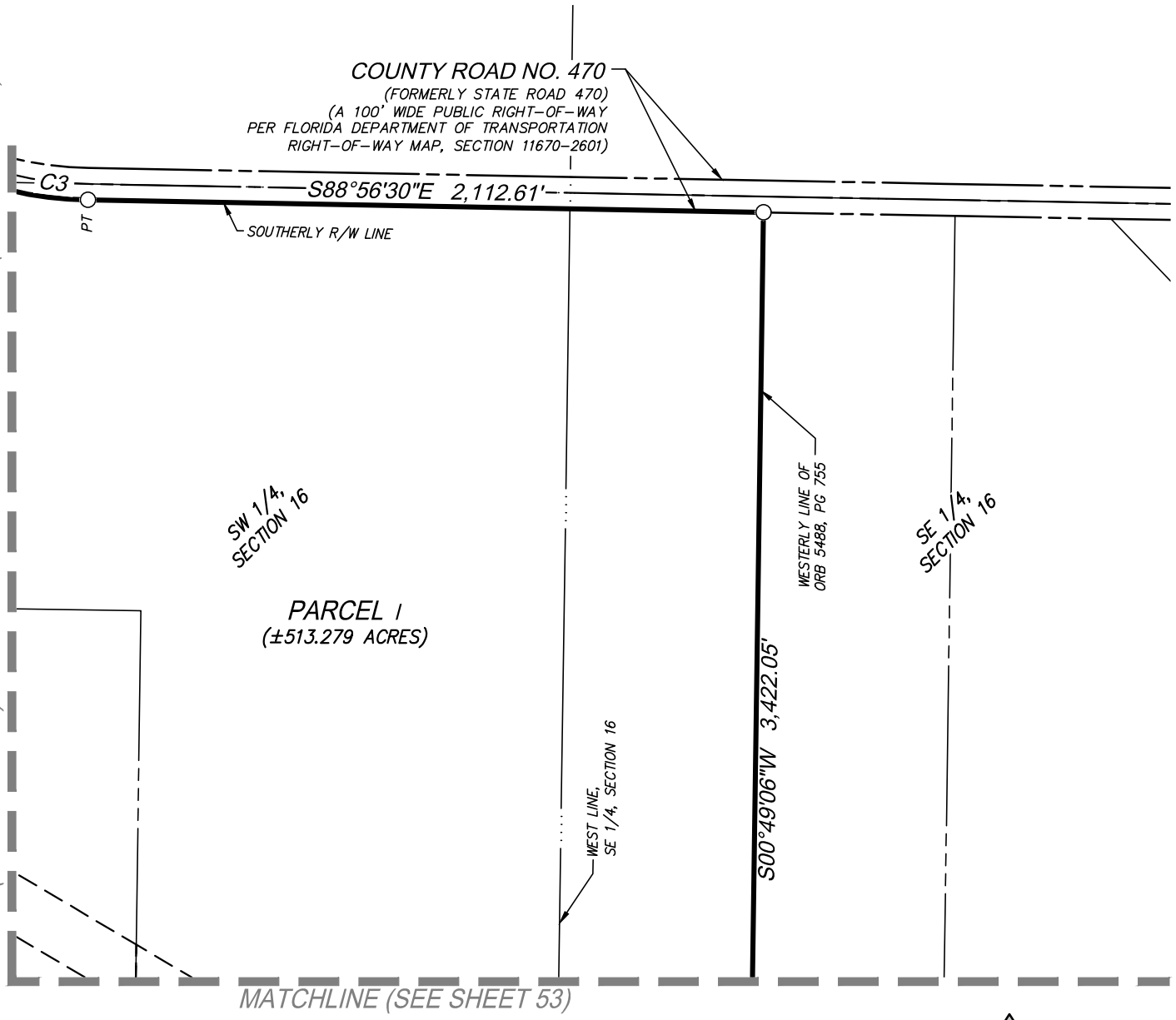
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 52 OF 69



LEGEND:

ALTKEY= ALTERNATE KEY NUMBER (LAKE COUNTY PROPERTY APPRAISER)
LB = LICENSED BUSINESS
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
R/W = RIGHT-OF-WAY
○ = CHANGE IN DIRECTION
(#) = SECTION NUMBER

NORTH

0 250 500

1 inch = 500 feet

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP
SEE SHEETS 27-69 FOR SKETCHES

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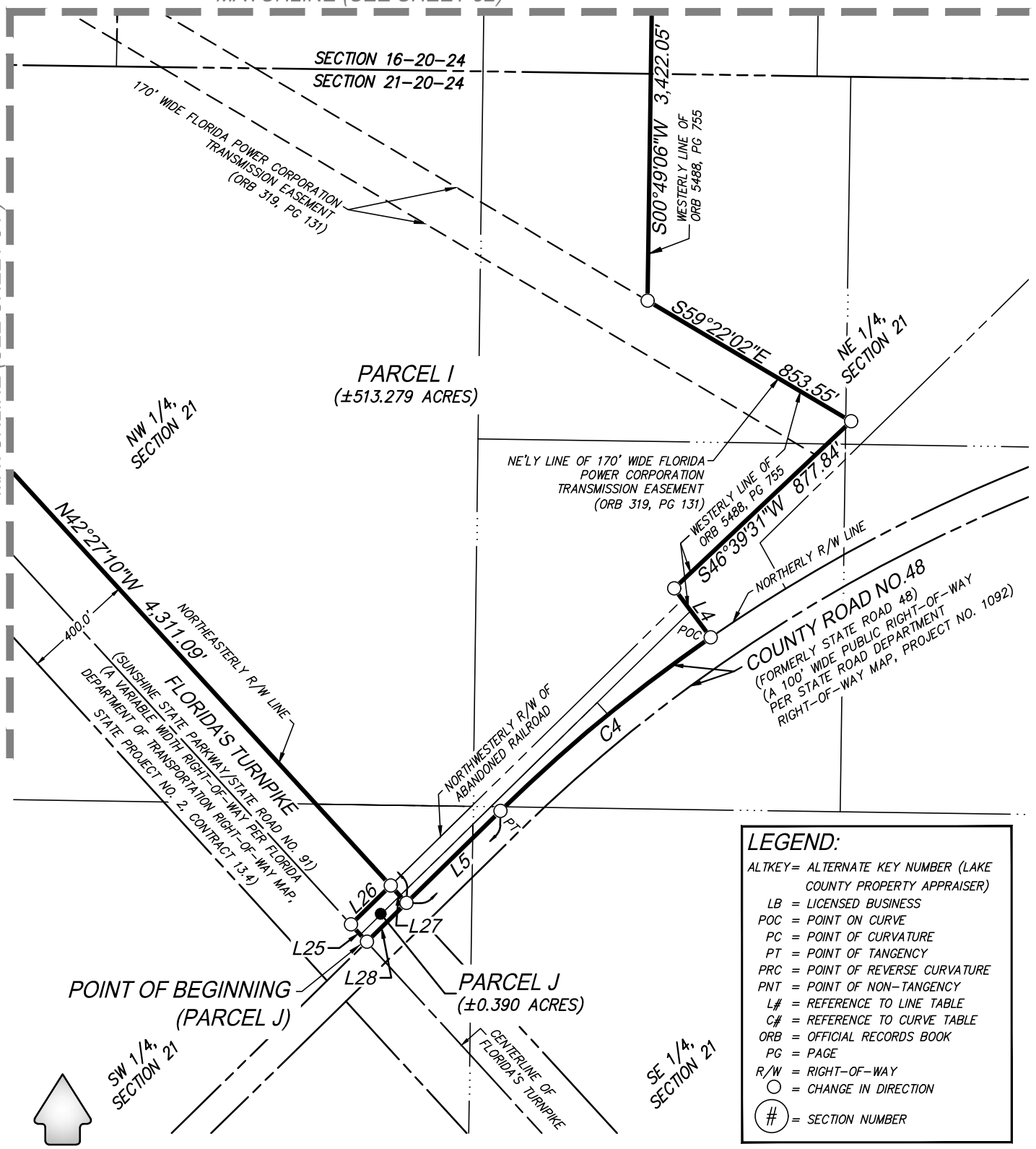
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA A\VOWL 7_RIBIT COL SURSKETCH_REV1 SHEETS 51-55.DWG :52 6/1/2026 11:40 AM BY: RBALTHASER ---- : CFB_Survey_Standard.ctb

SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 53 OF 69



LEGEND:

ALTKEY	= ALTERNATE KEY NUMBER (LAKE COUNTY PROPERTY APPRAISER)
LB	= LICENSED BUSINESS
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
ORB	= OFFICIAL RECORDS BOOK
PG	= PAGE
R/W	= RIGHT-OF-WAY
○	= CHANGE IN DIRECTION
(#)	= SECTION NUMBER

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP
SEE SHEETS 27-69 FOR SKETCHES

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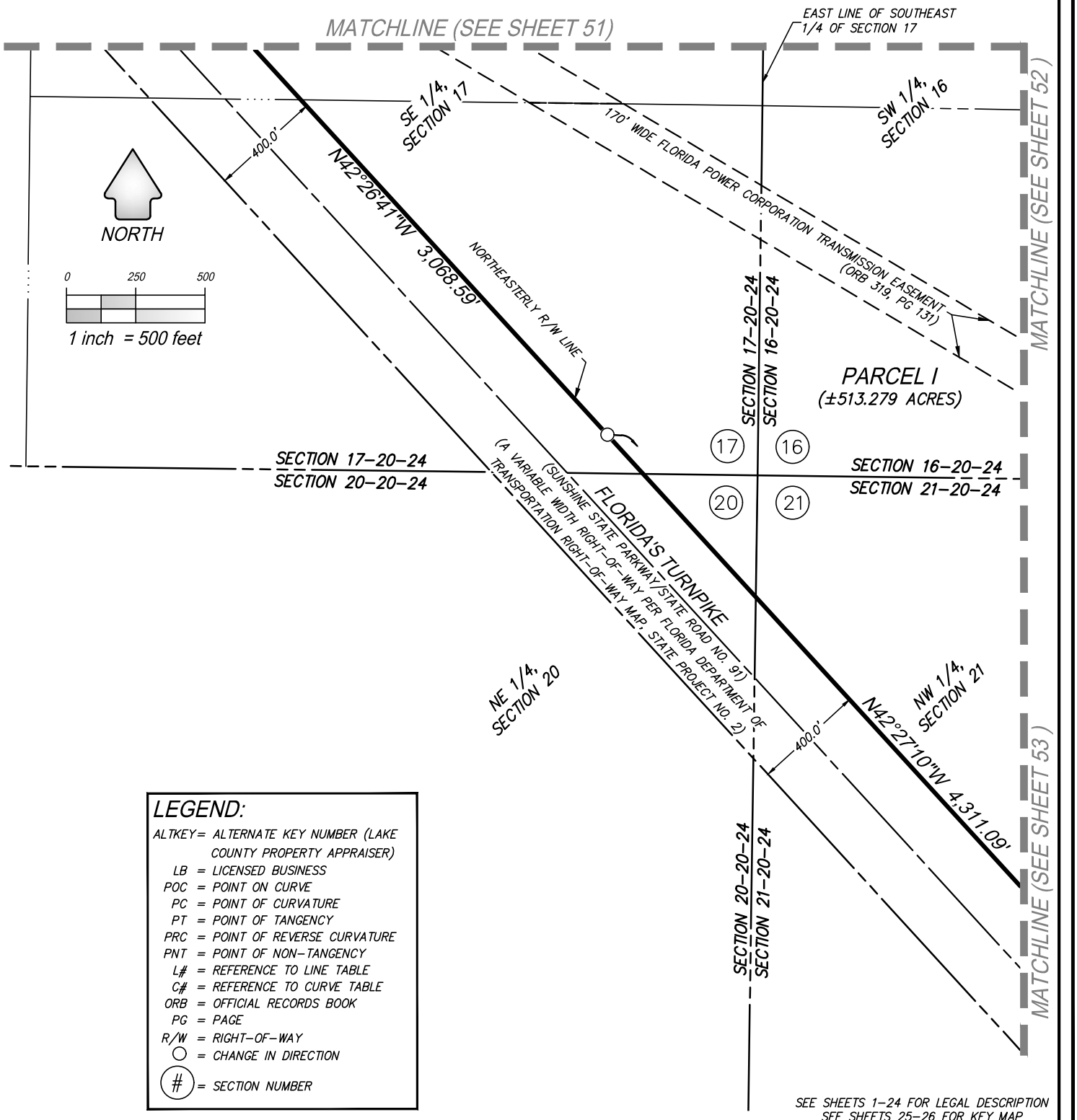
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 54 OF 69



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(#) = SECTION NUMBER

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SEE SHEETS 25-26 FOR KEY MAP
SEE SHEETS 27-69 FOR SKETCHES

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SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 55 OF 69

PARCELS I & J - LINE & CURVE TABLES

LINE TABLE			LINE TABLE		
LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'	L15	S25°13'16"E	353.53'
L2	S00°35'43"W	50.00'	L16	S82°34'21"E	241.03'
L3	S00°46'52"W	378.96'	L17	S79°06'44"E	375.69'
L4	S36°40'00"E	220.60'	L18	N02°05'38"W	424.83'
L5	S45°35'30"W	474.19'	L19	N89°14'36"W	979.99'
L6	N00°40'32"E	292.28'	L20	N00°45'24"E	718.13'
L7	S89°16'18"E	432.67'	L21	N43°01'55"E	526.51'
L8	S89°16'33"E	314.79'	L22	S47°01'21"E	109.30'
L9	N49°47'08"E	115.47'	L23	S54°59'07"E	629.54'
L10	S89°16'33"E	229.01'	L24	S00°45'24"W	660.53'
L11	N00°43'27"E	388.57'	L25	N42°27'10"W	85.05'
L12	N30°39'59"W	108.77'	L26	N45°35'30"E	200.12'
L13	N76°06'40"E	83.70'	L27	S42°27'10"E	85.05'
L14	S89°24'17"E	251.69'	L28	S45°35'30"W	200.12'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1096.40'	19°46'47"	378.50'	S79°30'54"E	376.62'
C2	1096.40'	70°24'22"	1,347.27'	S34°25'19"E	1,264.09'
C3	1195.82'	89°43'22"	1,872.61'	S44°04'49"E	1,687.05'
C4	5774.76'	9°46'15"	984.78'	S50°28'35"W	983.58'
C5	150.00'	90°00'00"	235.62'	N45°43'27"E	212.13'
C6	150.00'	90°00'00"	235.62'	N44°16'33"W	212.13'
C7	790.00'	56°33'45"	779.89'	N02°23'07"W	748.60'
C8	910.00'	24°51'03"	394.69'	N13°28'14"E	391.61'
C9	225.00'	7°57'47"	31.27'	S51°00'14"E	31.25'

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP
SEE SHEETS 27-69 FOR SKETCHES

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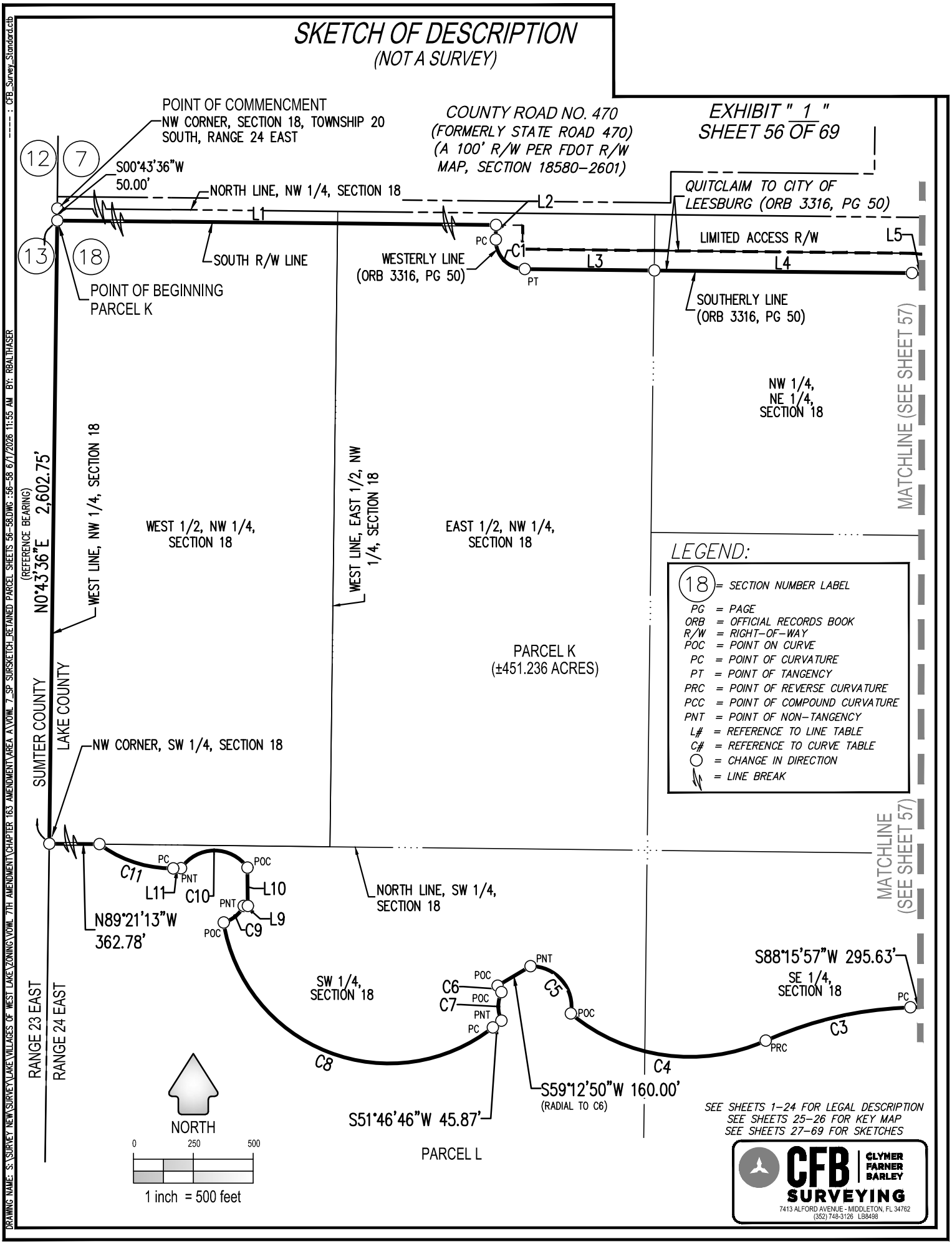
SKETCH OF DESCRIPTION
(NOT A SURVEY)
EXHIBIT " 1 "
SHEET 56 OF 69
POINT OF COMMENCMENT
NW CORNER, SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST
S00°43'36"W 50.00'
NORTH LINE, NW 1/4, SECTION 18
COUNTY ROAD NO. 470
(FORMERLY STATE ROAD 470)
(A 100' R/W PER FDOT R/W MAP, SECTION 18580-2601)
QUITCLAIM TO CITY OF LEESBURG (ORB 3316, PG 50)
LIMITED ACCESS R/W
SOUTH R/W LINE
WESTERLY LINE (ORB 3316, PG 50)
SOUTHERLY LINE (ORB 3316, PG 50)
POINT OF BEGINNING
PARCEL K
MATCHLINE (SEE SHEET 57)
NW 1/4, NE 1/4, SECTION 18
WEST LINE, NW 1/4, SECTION 18
N0°43'36"E 2,602.75'
(REFERENCE BEARING)
WEST 1/2, NW 1/4, SECTION 18
WEST LINE, EAST 1/2, NW 1/4, SECTION 18
EAST 1/2, NW 1/4, SECTION 18
PARCEL K
(±451.236 ACRES)
LEGEND:
18 = SECTION NUMBER LABEL
PG = PAGE
ORB = OFFICIAL RECORDS BOOK
R/W = RIGHT-OF-WAY
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
= CHANGE IN DIRECTION
= LINE BREAK
SUMTER COUNTY
LAKE COUNTY
NW CORNER, SW 1/4, SECTION 18
NORTH LINE, SW 1/4, SECTION 18
MATCHLINE (SEE SHEET 57)
N89°21'13"W 362.78'
SW 1/4, SECTION 18
SE 1/4, SECTION 18
S88°15'57"W 295.63'
S59°12'50"W 160.00'
(RADIAL TO C6)
S51°46'46"W 45.87'
PARCEL L
RANGE 23 EAST
RANGE 24 EAST
NORTH
0 250 500
1 inch = 500 feet
SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP
SEE SHEETS 27-69 FOR SKETCHES
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA A\VOL 7_SP SURSKETCH_RETAINED PARCEL SHEETS 56-58.DWG 1:56:58 6/1/2026 11:55 AM BY: RBALTHASER
---- : CFB_Survey_Standard.ctb

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SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 57 OF 69

7 8 18 17

MATCHLINE (SEE SHEET 56)

L5

SOUTHERLY LINE
(ORB 3316, PG 50)

WEST LINE, NE 1/4, NE 1/4, SECTION 18

S00°37'44"W 1,068.09'

NE 1/4,
NE 1/4,
SECTION 18

NW CORNER, SOUTH 1/2, NW 1/4, SECTION 17

S89°23'00"E 1,323.45'

L6

NORTH LINE, SE 1/4, NE 1/4, SECTION 18

NORTH LINE, SOUTH 1/2, NW 1/4, SECTION 17

NORTH 1/2,
NW 1/4,
SECTION 17

NORTH
0 250 500
1 inch = 500 feet

FLORIDA TURNPIKE (SUNSHINE STATE PARKWAY/ STATE ROAD NO. 91) (A VARIABLE WIDTH R/W PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP, STATE PROJECT NO. 190747-2)

SOUTHWESTERLY R/W LINE

S42°26'41"E 2,143.37'

SE 1/4,
NE 1/4,
SECTION 18

SOUTH 1/2,
NW 1/4,
SECTION 17

PARCEL K
(±451.236 ACRES)

MATCHLINE (SEE SHEET 56)

S88°15'57"W 295.63'

PNT

C2

SE 1/4,
SECTION 18

POC

N00°54'46"E
714.45'

L8

L7

S82°24'15"W 767.50'

S85°54'19"W 1,334.19'

PARCEL L

SW 1/4,
SECTION 17

S38°39'54"W 1,419.60'

LEGEND:

(18)	= SECTION NUMBER LABEL
PG	= PAGE
ORB	= OFFICIAL RECORDS BOOK
R/W	= RIGHT-OF-WAY
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
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L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
○	= CHANGE IN DIRECTION
≈	= LINE BREAK

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP
SEE SHEETS 27-69 FOR SKETCHES

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(352) 748-3126 LB8498

SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 58 OF 69

PARCEL K - LINE & CURVE TABLES

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S89°23'45"E	1985.90'
L2	S00°36'15"W	61.00'
L3	S89°23'45"E	541.47'
L4	S89°24'47"E	1075.81'
L5	S83°10'13"E	247.82'
L6	S89°20'03"E	578.34'
L7	S89°40'26"W	86.96'
L8	N63°08'28"W	6.16'
L9	N89°28'17"E	16.83'
L10	N00°31'43"W	160.00'
L11	S89°28'17"W	32.87'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	122.00'	90°00'00"	191.64'	S44°23'45"E	172.53'
C2	168.00'	203°46'34"	597.50'	N45°24'39"W	328.79'
C3	1595.00'	22°23'35"	623.38'	S77°04'09"W	619.42'
C4	775.00'	64°01'58"	866.13'	N82°06'39"W	821.75'
C5	168.00'	101°21'38"	297.20'	N40°26'25"W	259.94'
C6	935.00'	1°54'03"	31.02'	S31°44'12"E	31.02'
C7	138.00'	51°17'40"	123.55'	S00°01'03"E	119.46'
C8	700.00'	119°06'05"	1,455.10'	N68°40'11"W	1,206.91'
C9	138.00'	46°10'17"	111.21'	N50°39'26"E	108.22'
C10	168.00'	111°07'45"	325.85'	S89°28'17"W	277.12'
C11	505.00'	37°27'07"	330.10'	N71°48'09"W	324.25'

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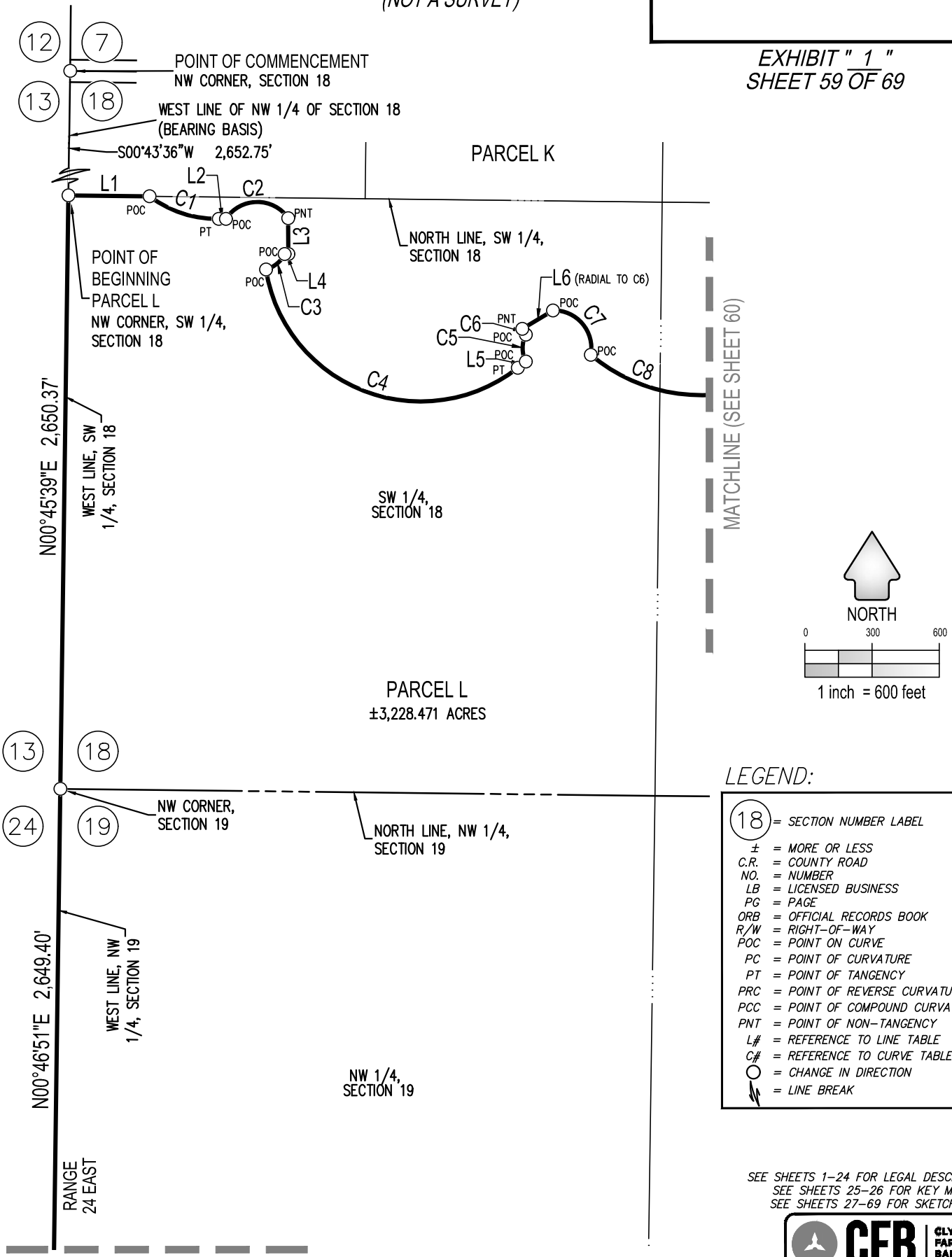
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 59 OF 69



LEGEND:

(18)	= SECTION NUMBER LABEL
±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
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L#	= REFERENCE TO LINE TABLE
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	= LINE BREAK

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
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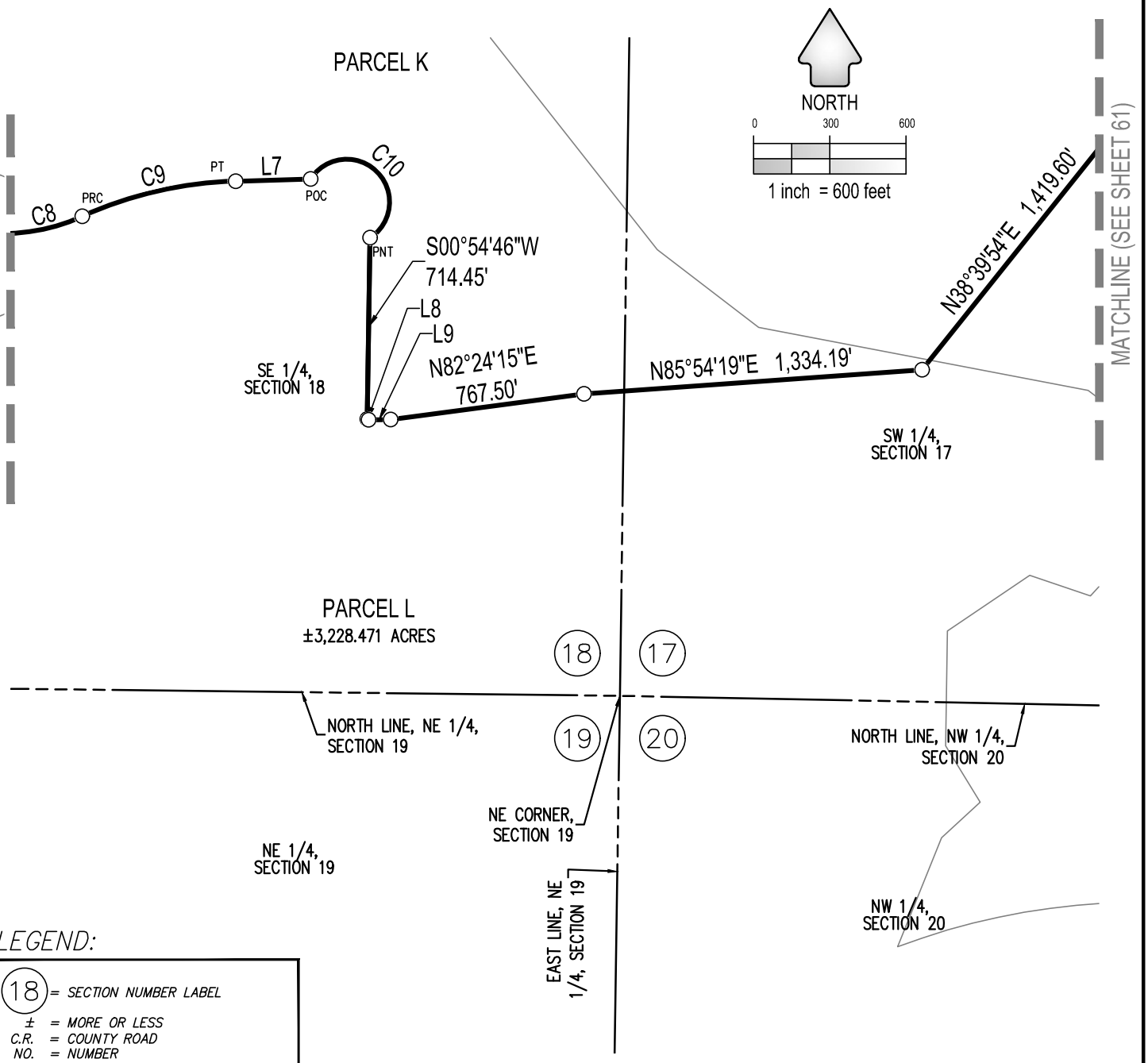
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 60 OF 69



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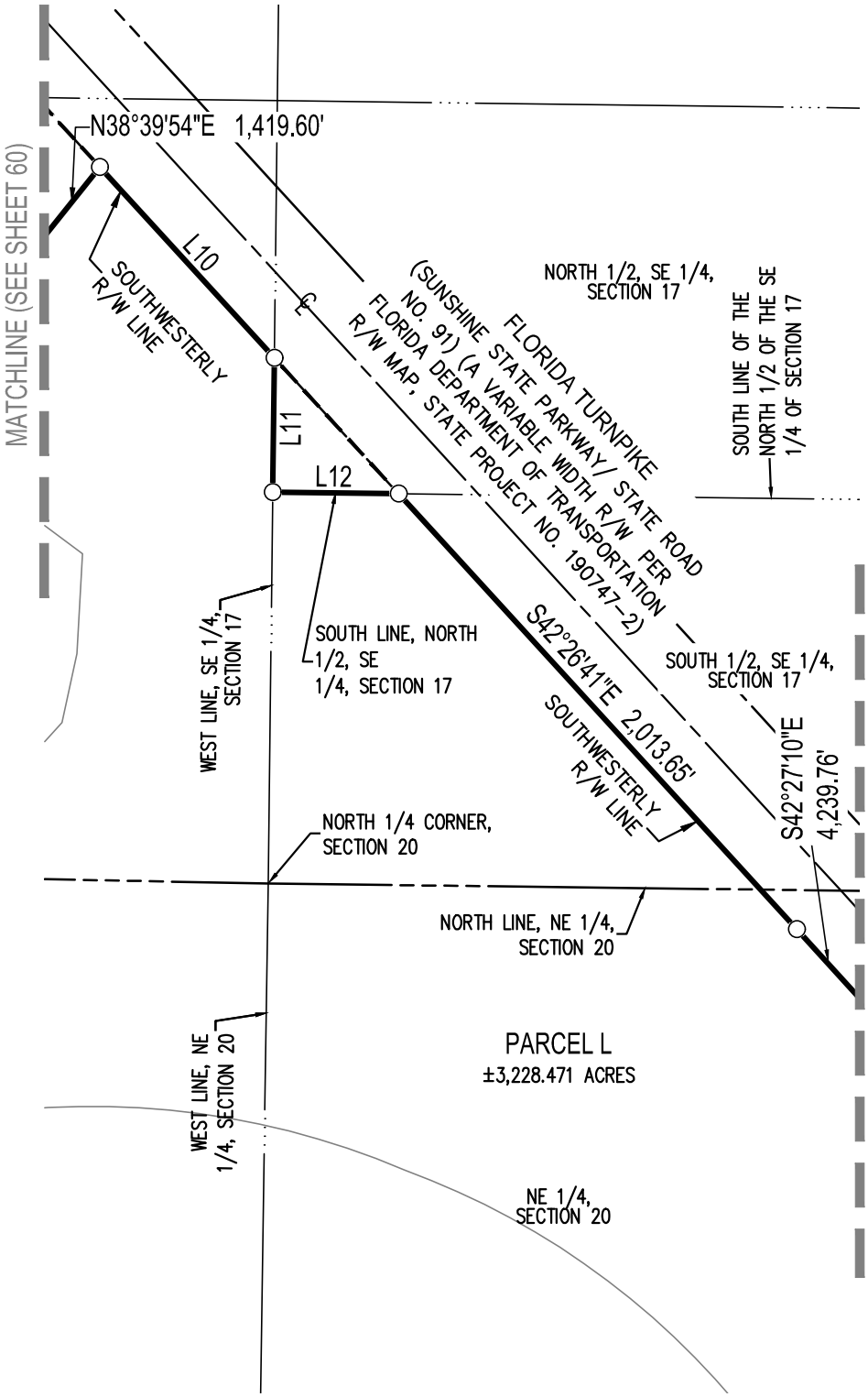
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 61 OF 69



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L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
	= CHANGE IN DIRECTION
	= LINE BREAK

NORTH
0 300 600
1 inch = 600 feet

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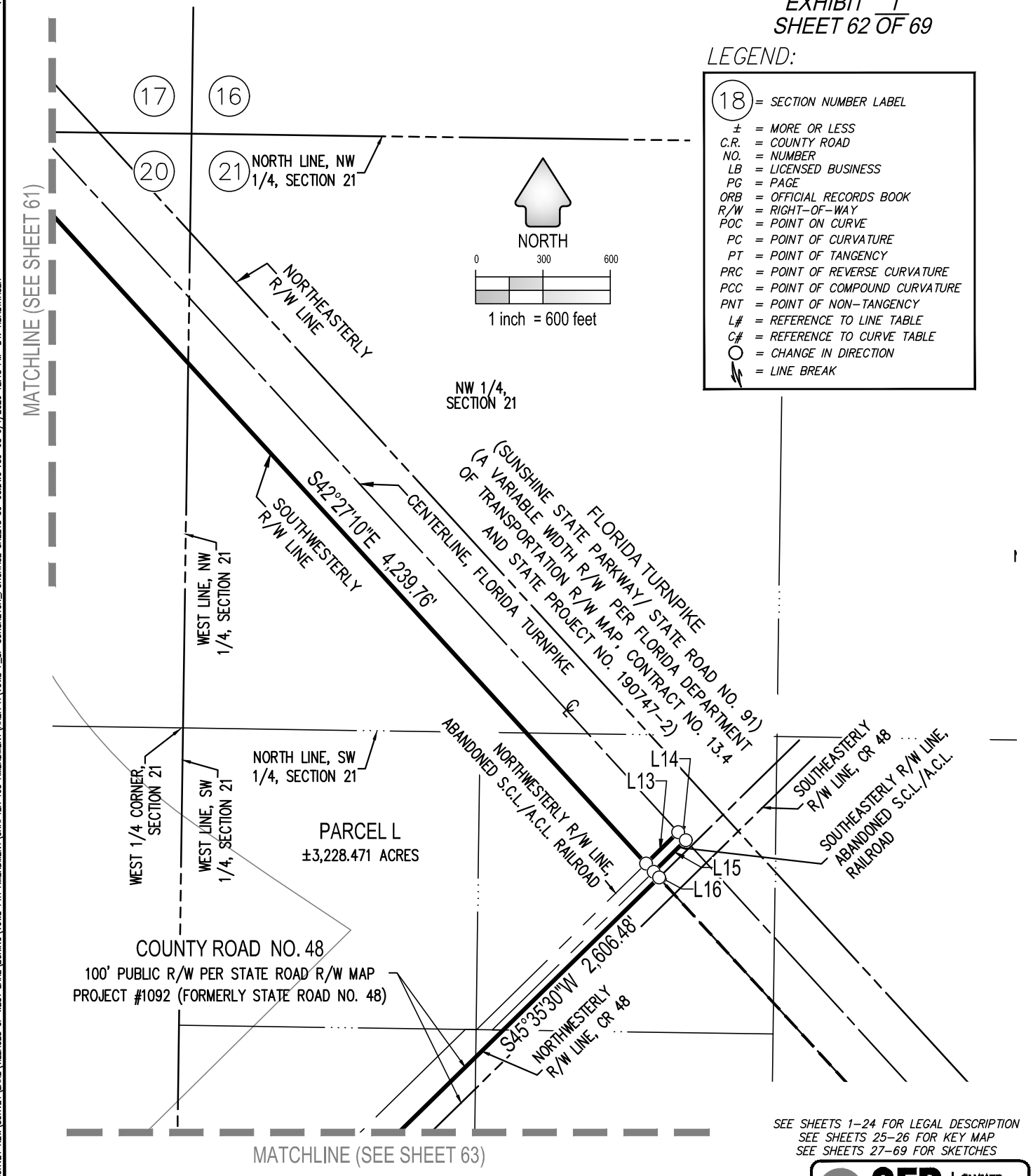
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 62 OF 69



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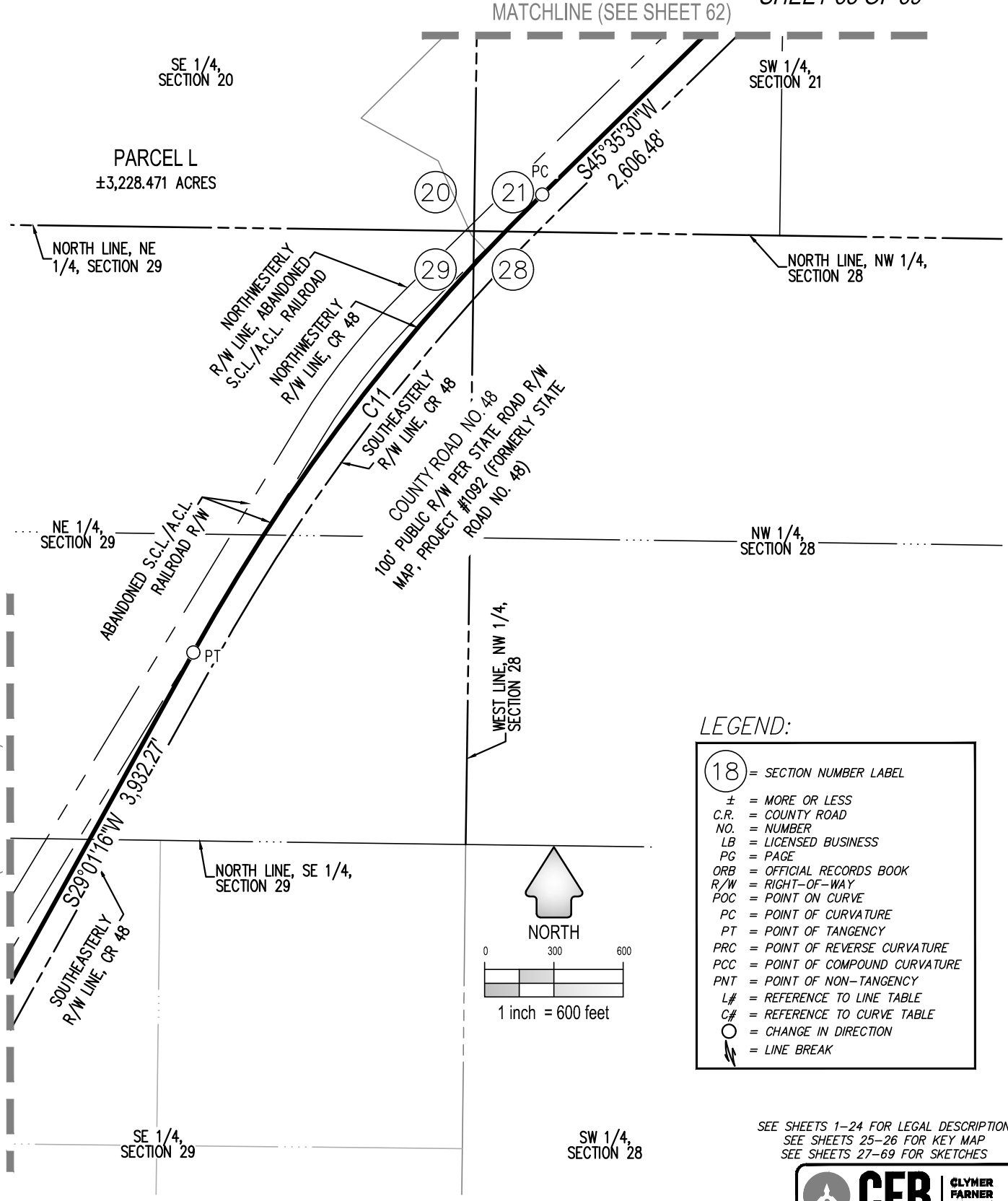
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 63 OF 69



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SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
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SKETCH OF DESCRIPTION
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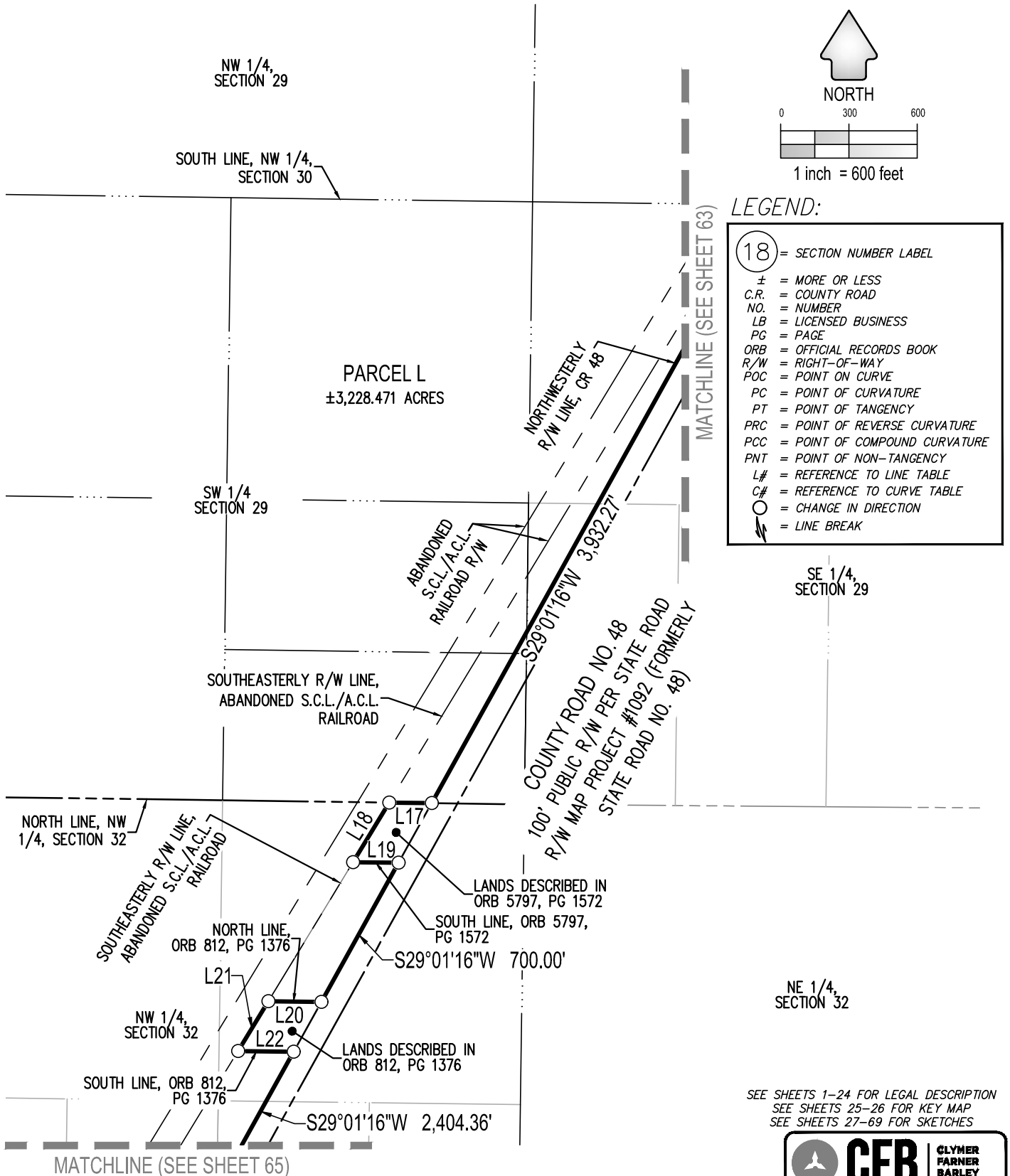
EXHIBIT " 1 "
SHEET 64 OF 69



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PRC	= POINT OF REVERSE CURVATURE
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PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
○	= CHANGE IN DIRECTION
	= LINE BREAK

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP
SEE SHEETS 27-69 FOR SKETCHES

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DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA A\VOL 7_SP SURSKETCH_PURCHASE SHEETS 59-68.DWG :59-68 6/1/2026 12:19 PM BY: RBALTHASER
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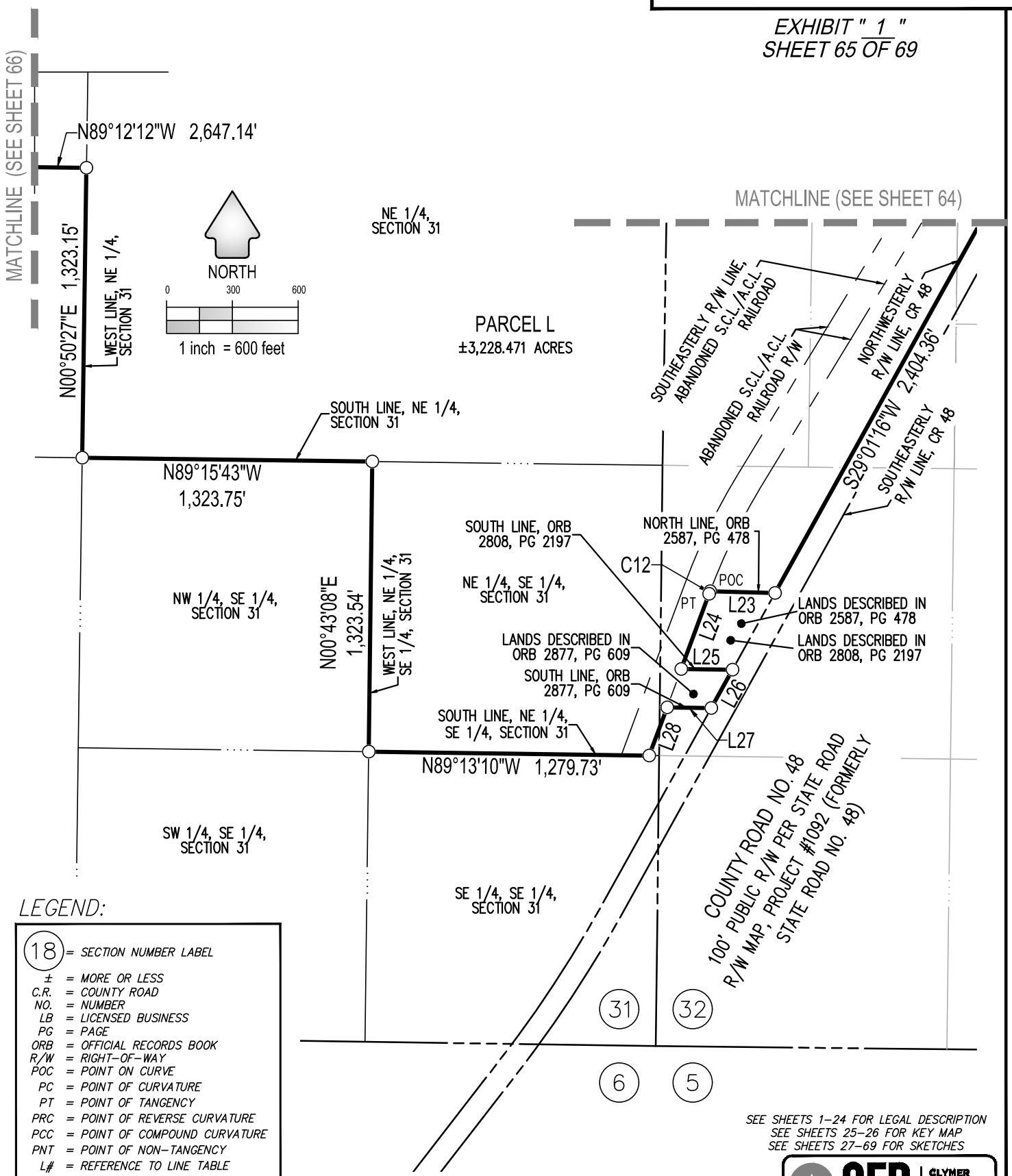
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 65 OF 69



LEGEND:

(18)	= SECTION NUMBER LABEL
±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
ORB	= OFFICIAL RECORDS BOOK
R/W	= RIGHT-OF-WAY
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
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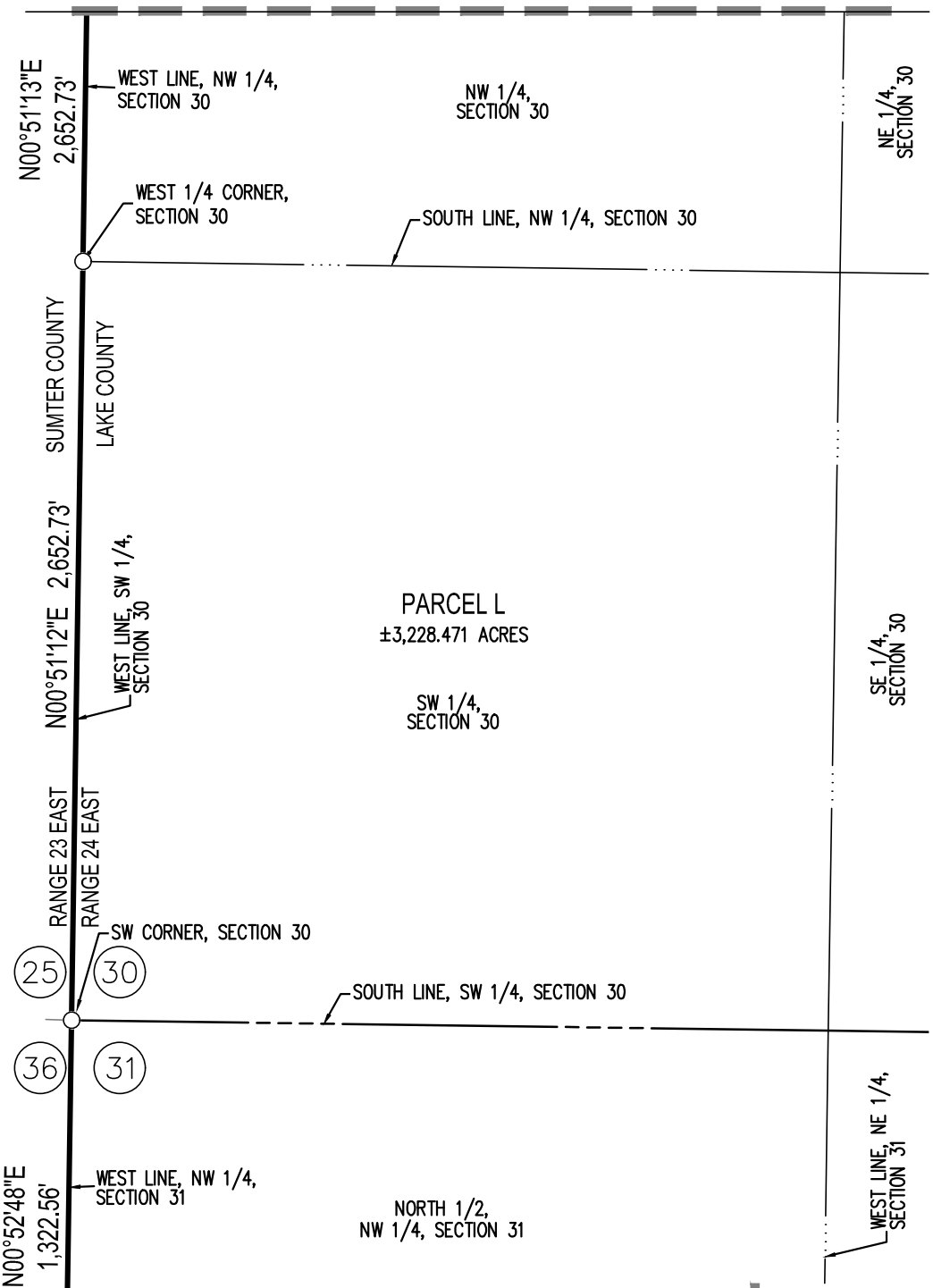
EXHIBIT " 1 "
SHEET 66 OF 69



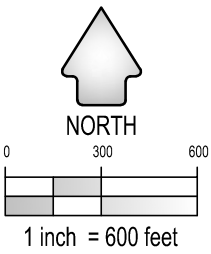


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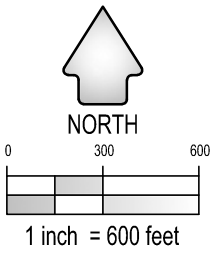
EXHIBIT " 1 "
SHEET 67 OF 69

MATCHLINE (SEE SHEET 59)



N00°46'51"E 2,649.40'

WEST LINE, NW 1/4, SECTION 19

NW 1/4, SECTION 19

SOUTH LINE, NW 1/4, SECTION 19

NE 1/4, SECTION 19

WEST 1/4 CORNER, SECTION 19

SUMTER COUNTY

LAKE COUNTY

WEST LINE, SW 1/4, SECTION 19

N00°45'33"E 2,649.79'

SW 1/4, SECTION 19

PARCEL L
±3,228.471 ACRES

SE 1/4, SECTION 19

RANGE 23 EAST

RANGE 24 EAST

24 19

SOUTH LINE, SW 1/4, SECTION 19

SOUTH 1/4 CORNER, SECTION 19

25 30

SW CORNER, SECTION 19

N00°51'13"E 2,652.73'

WEST LINE, NW 1/4, SECTION 30

NW 1/4, SECTION 30

NE 1/4, SECTION 30

MATCHLINE (SEE SHEET 66)

LEGEND:

(18)	= SECTION NUMBER LABEL
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SKETCH OF DESCRIPTION
(NOT A SURVEY)

PARCEL L - LINE & CURVE TABLES

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	505.00'	37°27'07"	330.10'	S71°48'09"E	324.25'
C2	168.00'	111°07'45"	325.85'	N89°28'17"E	277.12'
C3	138.00'	46°10'17"	111.21'	S50°39'26"W	108.22'
C4	700.00'	119°06'05"	1,455.10'	S68°40'11"E	1,206.91'
C5	138.00'	51°17'40"	123.55'	N00°01'03"W	119.46'
C6	935.00'	1°54'03"	31.02'	N31°44'12"W	31.02'
C7	168.00'	101°21'38"	297.20'	S40°26'25"E	259.94'
C8	775.00'	64°01'58"	866.13'	S82°06'39"E	821.75'
C9	1595.00'	22°23'35"	623.38'	N77°04'09"E	619.42'
C10	168.00'	203°46'34"	597.50'	S45°24'39"E	328.79'
C11	8651.25'	16°34'14"	2,502.04'	S37°18'23"W	2,493.32'
C12	2809.20'	0°16'44"	13.67'	S20°27'23"W	13.67'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S89°21'13"E	362.78'
L2	N89°28'17"E	32.87'
L3	S00°31'43"E	160.00'
L4	S89°28'17"W	16.83'
L5	N51°46'46"E	45.87'
L6	N59°12'50"E	160.00'
L7	N88°15'57"E	295.63'
L8	S63°08'28"E	6.16'
L9	N89°40'26"E	86.96'
L10	S42°26'41"E	882.62'
L11	S00°40'32"W	457.93'
L12	S89°17'01"E	429.12'
L13	N45°35'30"E	200.12'
L14	S42°27'10"E	50.03'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L15	S45°35'30"W	200.12'
L16	S42°27'10"E	35.02'
L17	N89°13'15"W	186.77'
L18	S31°18'14"W	306.81'
L19	S89°13'15"E	200.65'
L20	N89°13'15"W	233.01'
L21	S31°18'14"W	255.67'
L22	S89°13'15"E	244.57'
L23	N88°24'41"W	296.53'
L24	S20°19'01"W	365.24'
L25	S89°21'24"E	234.00'
L26	S29°01'16"W	200.06'
L27	N89°21'24"W	201.84'
L28	S20°19'01"W	233.77'

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
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SEE SHEETS 27-69 FOR SKETCHES

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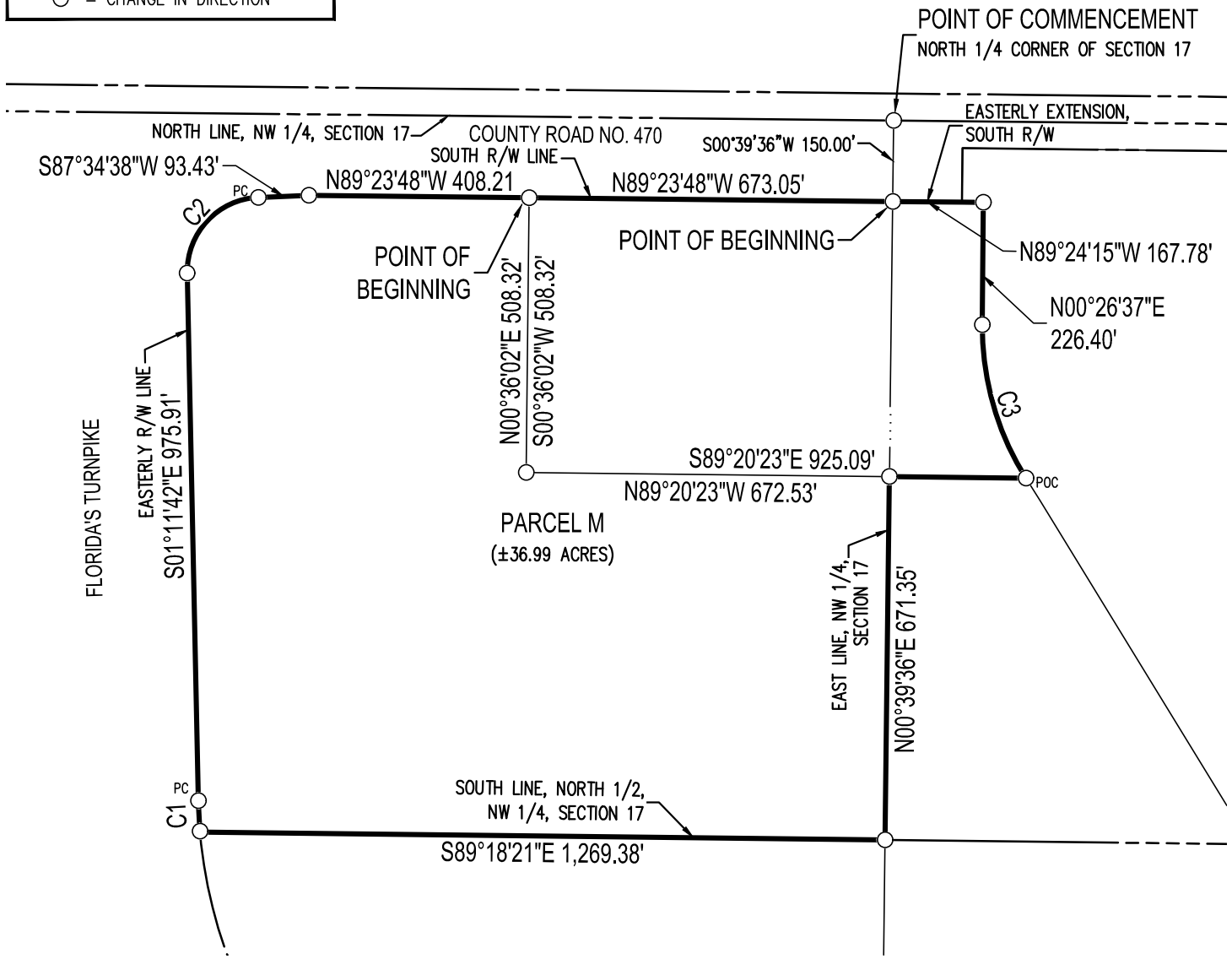
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 " SHEET 69 OF 69

LEGEND:

ALTKEY = ALTERNATE KEY NUMBER
POC = POINT ON CURVE
PC = POINT OF CURVATURE
C# = REFERENCE TO CURVE TABLE
R/W = RIGHT-OF-WAY
○ = CHANGE IN DIRECTION



NORTH

0 150 300

1 inch = 300 feet

CURVE TABLE

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	890.63'	3°37'55"	56.46'	S03°00'39"E	56.45'
C2	137.50'	88°46'20"	213.04'	S43°11'28"W	192.36'
C3	525.00'	32°37'48"	298.99'	N15°52'16"W	294.96'

SEE SHEETS 1-24 FOR LEGAL DESCRIPTION
SEE SHEETS 25-26 FOR KEY MAP AND LEGEND
SEE SHEETS 27-69 FOR SKETCHES

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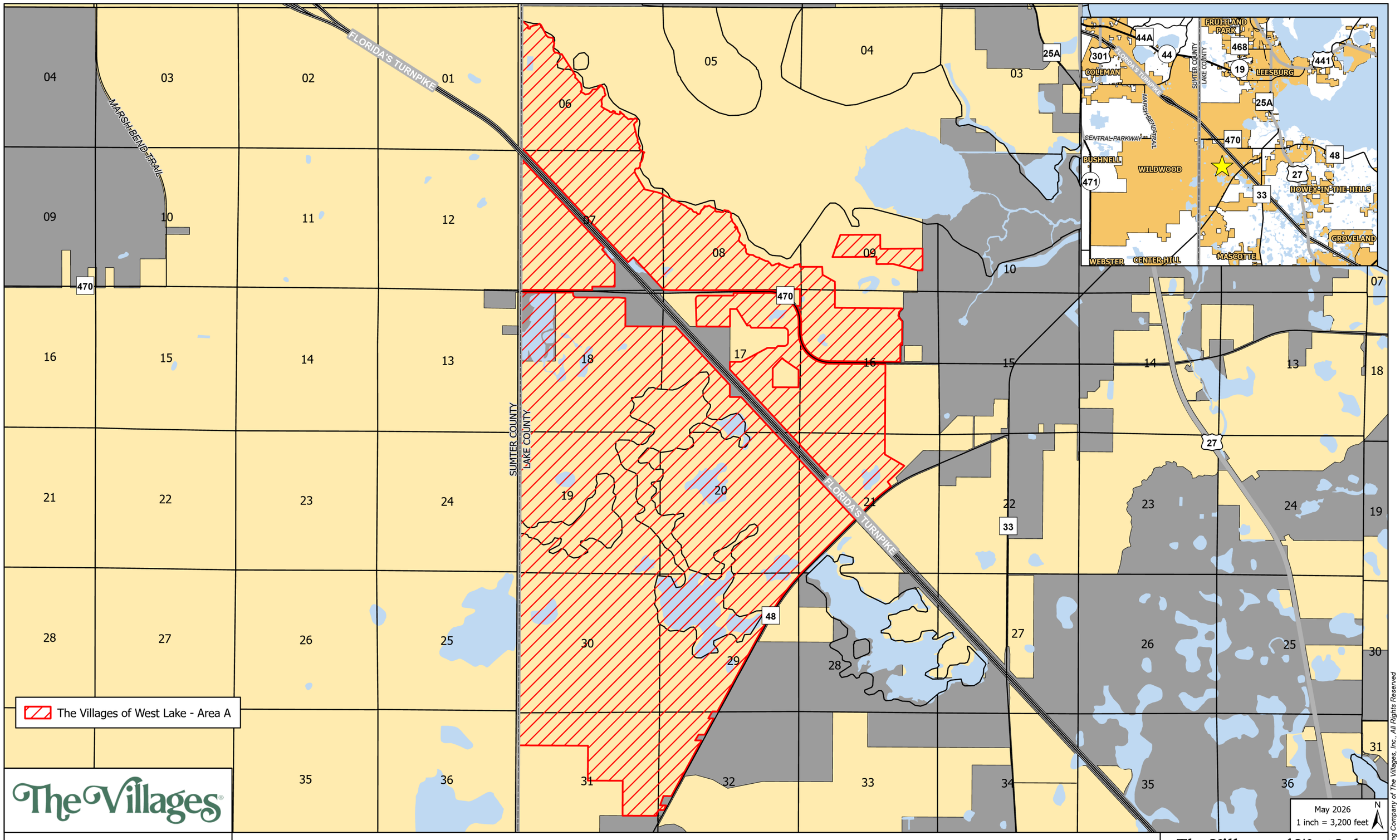

Location Map

The Villages of West Lake Chapter 163

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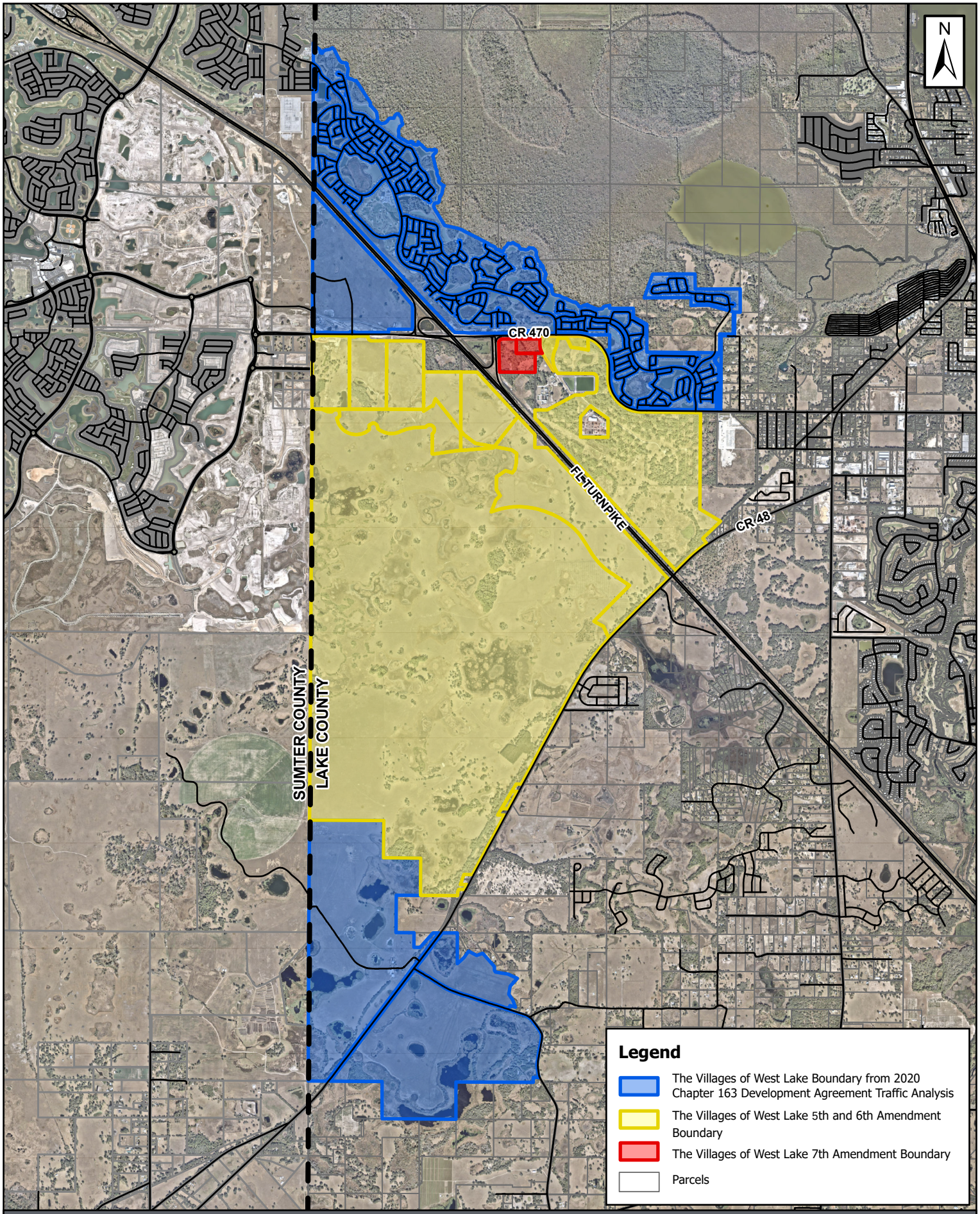

VILLAGES OF WEST LAKE

Kimley»Horn

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Exhibit 6 - Updated Chapter 163 Development Agreement Traffic Analysis Property Boundary Map

THE VILLAGES OF WEST LAKE AREA A
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2026, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC" and sometimes as "Developer", or "Master Developer" as hereafter described including its affiliates), whose mailing address is 7580 Middleton Drive, Middleton, Florida 34762 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as "City" or "Leesburg"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, the Villages of Sumter Development of Regional Impact (DRI), the Villages of Marion Florida Quality Development (FQD), Tri-County Villages DRI, the Villages of Fruitland Park DRI, the Villages of Wildwood DRI, Village of Fenney, the Villages of Southern Oaks and the Villages of West Lake are together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages has been developed as a self-contained predominately age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with significant residential, recreational and non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

WHEREAS, the properties within the existing portions of The Villages are proceeding to buildout; and

WHEREAS, VLC and its affiliates, have acquired property in south Leesburg that has been designated Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of West Lake (herein after referred to as the "Property" or the "Project"); and

WHEREAS, the City's Comprehensive Plan includes Future Land Use Element Policy 1.1.6 which is a site-specific policy that establishes development requirements for the Project. Policy 1.1.6 refers to The Villages of West Lake Area A Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with VLC; and

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in The Villages communities; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area A is identified in **EXHIBIT 1**; and

WHEREAS, this Agreement is solely for Area A with a legal description and location map sketch attached as **EXHIBIT 1.** The Property may in the future, be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is needed to establish standards for how Area A and other areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 12, 2018, along with subsequent amendments, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

WHEREAS, VLC, or an affiliate, may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) provide assurances that VLC will be able to rely on for the life of this Agreement regarding certain development rights as identified herein; and

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

WHEREAS, the City and VLC have agreed on a term of thirty (30) years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and VLC for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Leesburg the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing;

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The property subject to this Agreement is shown by a location map, a sketch of the property and legal description in attached and incorporated as **EXHIBIT 1.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The future land use and zoning designation of the Property is ARD. The City has also adopted Future Land Use Policy 1.1.6 which is a site-specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA A PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	8,000 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	3,550,000

(B) Entitlements and Conversion Matrix.

1) The Area A Project Entitlements are shown in **TABLE 1.**

2) The **TABLE 1** entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.

4) VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in **TABLE 1** above for Area A. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior written authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area A to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in TABLE 1 by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of VLC, entering into a separate 163 Agreement for future land. If additional property is added, either through an amendment to this Agreement or at the election of VLC, a new development agreement, VLC will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in **EXHIBIT 4**, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

2) Agricultural. The Property has historically been used for agricultural activities and VLC may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan and vertical construction commences. For purposes of this Agreement, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Site Plan is approved for one area and vertical construction commences, then agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project. Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

4) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses.

5) Additional Land Uses. Additional land uses other than those permitted under the Comprehensive Plan require approval by the City through an amendment to the City's Comprehensive Plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the Comprehensive Plan amendment process.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis (see **EXHIBIT 6**) was the following:

a) No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.
b) The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

2) Concurrency Reservation. Pursuant to Capital Improvement Element Policy 1.8.7, the City agrees to reserve traffic concurrency for roadways within the City of Leesburg, for the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis (see **EXHIBIT 6**).

3) Traffic Assumptions. The City agrees that VLC may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by the Florida Department of Transportation (FDOT) for The Villages. These analyses showed a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

b) VLC may assume that the City will permit VLC in the future to assume the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis are approved (see EXHIBIT 6).

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least thirty (30) days in advance of using the Conversion Table with no approval required by the City.

5) New Traffic Analysis. If VLC proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 5. of this Agreement and conversions pursuant to Section IV (A) 4. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

6) Transportation Modes. VLC will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages in order to provide for golf cart access and other modes of transportation for the purpose of reducing reliance on automobiles.

7) VLC acknowledges that development on the Property will be subject to Lake County's impact fee ordinances and also any agreements entered into between VLC and its affiliates, and the County for credits against such ordinances.

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulations, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and rights-of-way will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the rights-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and rights-of-way will not include maintenance for landscaping or stormwater, which will be performed by VLC, a community development district (CDD), defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such rights-of-way shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Reclaimed Water – Current Allocation. Wildwood Utility Dependent District (WUDD) took over the reclaimed water responsibilities of South Sumter Utility Company, LLC (SSU) and Southeast Wildwood Water Conservation Authority (SEWWCA) and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references.

The Reclaimed Water section and all figures and values contained within apply to the Property collectively as defined in this agreement. Similar language is in both the VOWL A and B Development Agreements for consistency.

1) The City's collective wastewater treatment plant generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers with reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. VLC, at its discretion, may also divert reuse water to WUDD-SEWWCA, Blue Goose Water Conservation Authority (BGWCA), Okeehumkee Water Conservation Authority (OWCA), Gibson Place Water Conservation Authority (GPWCA), or other water conservation authorities affiliated with VLC, as needed. In the event that reuse water is delivered to VLC and its affiliates, the City and VLC agree to implement an operations strategy that is acceptable to both parties**.** The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter referred to as "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 8.0 million gallons per day (MGD) on an annual average daily flow basis (AADF) to supply such irrigation water to its customers including this Property for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, or other City disposal area. The City also acknowledges that it shall not deliver more than 14.0 MG in any 24-hour period or an average delivery that exceeds 11.0 MGD in any 7-day period to VLC and its affiliates unless expressly approved in writing by VLC representatives. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGDAADF and up to 2.0 MGD on a maximum month average daily flow basis (MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 8.0 MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, or other City disposal area, and such action may result in the amount supplied to VLC to exceed 8.0 MGD AADF.

Reclaimed water generated from the City's wastewater treatment plants (WWTP) above a total capacity of 8.0 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 8.0 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

3) New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 3.5 MGD at the City's Canal Street WWTP or 6.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

4) Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see EXHIBIT 7) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

a) Annual Flow to VLC (AADF) During Wet Weather Period:

The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 9.5 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

b) Maximum Month Flow to VLC (MADF) During Wet Weather Period:

The most recent monthly average daily flow to all City WWTPs up to a maximum of 9.5 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than one (1) month in any 12-month period.

5) In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to 10 consecutive days. During months when reclaimed water is discharged to the South Sprayfield, or other City disposal area, because of a Wet Weather Event, the days of discharge will not be included in the calculations of Section IV.(B)2).

6) The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 8.0 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of

Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

7) Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

a) The City shall reimburse VLC for exceedances of both the AADF and MMADF basis for an amount equal to the result of the formula of:

i. Average Annual Daily Flow Basis (AADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield or other City disposal area because of a Wet Weather Event, the days of discharge to the South Sprayfield or other City disposal area will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. The City shall provide separate records of all discharges during the Wet Weather Event.

b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

8) The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South Sprayfield or other City disposal area, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by Florida Department of Environmental Protection (FDEP) permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

9) The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

10) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the WUDD-SSU/SEWWCA ponds, to VLC and its affiliates, or to the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the FDEP, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street WWTP to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the WUDD-SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

11) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in WUDD-SSU/SEWWCA reuse ponds, as generally described in EXHIBIT 8. If reuse water is delivered to VLC and its affiliates, the City and VLC agree to implement an operations strategy that is acceptable to both parties. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the WUDD-SSU/SEWWCA Reuse Pond 1, VLC and its affiliates, as applicable, and VLC agrees to operate the Reclaimed Water storage and distribution systems in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to WUDD-SSU/SEWWCA or VLC and its affiliates. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to WUDD-SSU/SEWWCA or VLC and its affiliates that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield, other City disposal area, or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

12) Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 9.5 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, or other City disposal areas, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

13) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Sprayfield or other City disposal area can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

1) The total quantity of reclaimed water reserved by the City from its Canal Street and Turnpike WWTPs will be limited to 1.5 MGD on an AADF basis. All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and the City.

(D) Fire and Life Support (Non-Transport)

1) The Developer and City agree that primary Fire Service within the Property, to include fire prevention and suppression, rescue services and life support (non-transport) ("Fire Service") shall be provided by the Village Center Community Development District, or its assigns (VCCDD) through The Villages Public Safety Department, pursuant to that certain separate Interlocal Agreement dated May 22, 2023, as amended and/or restated from time to time, between the City and VCCDD (the "Interlocal Agreement"). The City will contribute to the costs of VCCDD Fire Service within the Project pursuant to the Interlocal Agreement. Primary Fire Service in areas of the City outside the Project will be provided by the City, funded from sources other than assessments or taxes on parcels within the Project. The Developer and VCCDD shall be relieved of all responsibility for the provision of Fire Service within the Project during any period when the City does not provide funding to VCCDD pursuant to the Interlocal Agreement.

(E) Solid Waste Collection and Disposal Services

1) In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant

to VLC, or its affiliated utility company(ies), a franchise as may be necessary for the provision of such solid waste collection and disposal within the Property. The solid waste collection within the Property may be "single stream" recycling and plastic bags rather than containers.

(F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the Project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with (a) that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (as subsequently amended from time to time, the "SSUC Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC, and its assigns ("SSUC") two million (2,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"), and (b) that certain Agreement for Reservation and Provision of Wastewater Services dated July 26, 2021 (as amended from time to time, the "VDC Wastewater Agreement"), the City has reserved for the benefit of VLC affiliate The Villages Development Company, LLC, and its assigns ("VDC") one million (1,000,000) gallons per day of wastewater treatment capacity at the Turnpike Plant. The SSUC Wastewater Agreement and VDC Wastewater Agreement are referred to collectively as the "Wastewater Agreements". In accordance with the Wastewater Agreements, SSUC has already paid the City Six Million Dollars ($6,000,000.00) as provided for the SSUC Wastewater Agreement, and VDC shall pay the City Three Million Dollars ($3,000,000.00) as provided for in the VDC Wastewater Agreement (hereinafter, collectively, the "Wastewater Reservation Fees"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the total annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreements so long as such advanced credits do not exceed the Wastewater Reservation Fees.

2) Water System Capacity Impact Fee. Pursuant to (a) Ordinance 2014-37, adopted on August 9, 2021 (the "WUDD Ordinance"), the City granted a non-exclusive franchise to SSUC's utility purchaser and successor, Wildwood Utility Dependent District, a dependent district of the City of Wildwood ("WUDD"), and (b) Ordinance 24-24, adopted on June 10, 2024 (the "Private Utility Ordinance"), the City granted a non-exclusive franchise to VLC affiliates Gibson Place Utility Company, LLC ("GPU"), Okeehumkee Utility Company, LLC ("OU"), and Blue Goose Utility Company, LLC ("BGU"), each to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property. The WUDD Ordinance and Private Utility Ordinance are referred to collectively as the "Ordinances". In accordance with such Ordinances, WUDD, GPU, OU, and BGU shall provide potable water to the Property under the franchises granted by the City. Since potable water will be provided to the Property through such utilities under the Ordinances, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property.

(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached EXHIBIT 9, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

(J) Community Development District (CDD) Or Other Municipal Taxing District

1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

(K) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Lake County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria along with The Villages Construction and Development Manual to establish the development standards that apply to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

VI. GOVERNING LAWS AND POLICIES. The Project is governed by this Agreement and the City of Leesburg Code of Ordinances for the duration of this Agreement. The City of Leesburg Code of Ordinances applicable to the Project are those in effect as of October 24, 2022. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to VLC offices or by certified mail, return receipt requested. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Development Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the required comprehensive plan amendment goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior 163 agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be The Villages Land Company, LLC. Only the Master Developer or its assigns may seek an amendment to this Agreement and no consent of the other property owners within the Project shall be required. All property owners within the Project shall receive notice of any proposed amendments pursuant to Section 163.3225, Florida Statutes.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749

With copy to:

City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Master Developer:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
7580 Middleton Drive
Middleton, Florida 34762

Brandon Matulka, Manager
The Villages Land Company, LLC
MS#2234 7580 Middleton Drive
Middleton, Florida 34762

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2026 and _____, 2026.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC

_____
(Witness Signature)

By: VDC Manager, LLC its Manager

_____
(Witness Printed Name)

By: _____
Brandon Matulka, Manager

Date: _____

_____
(Witness Signature)

_____
(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by means of physical presence, by Brandon Matulka as Manager of VDC Manager, LLC, Manager of The Villages Land Company, LLC, who is personally known to me.

_____
Notary Public

_____
Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By:_____
MAYOR

ATTEST:

_____
Date

_____
ANDI PURVIS, CLERK

Approved as to Form:

_____
CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description and Location Map
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis and Supplemental Documents
Exhibit 7	Facility Location Map
Exhibit 8	Reclaimed Water Operational Control Strategy
Exhibit 9	Franchise Agreement Form Detail
Exhibit 10	Building Permitting and Inspection Service Delivery Agreement
Exhibit 11	Development Permitting

EXHIBIT 1

LEGAL DESCRIPTION AND LOCATION MAP

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

PERMITTED USES IN THE VILLAGES OF WEST LAKE

1. **PURSUANT TO FUTURE LAND USE POLICY 1.1.1:**

    1. RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
    2. NON-RESIDENTIAL INCLUDING MEDICAL CAMPUS AND TOWN CENTER.

2. **PURSUANT TO FUTURE LAND USE ELEMENT Objective 1.1K:**

    1. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
    2. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, INDEPENDENT LIVING FACILITY, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY, HOSPICE AND OTHER SIMILAR USES
    3. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL/RECREATIONAL INCLUDING BUT NOT LIMITED TO CIVIC AND COMMUNITY FACILITIES, STORMWATER FACILITIES, WASTEWATER, WATER TREATMENT PLANTS AND WELL SITE, RECREATION, PARKS, GOLF COURSE, MULTI-USE TRAILS AND OTHER SIMILAR USES
    4. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CONTINUING CARE RETIREMENT COMMUNITY (CCRC) AND OTHER SIMILAR USES

3. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:**

    1. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE AND COMMUNITY FARMING, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
    2. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING ARE PERMITTED ON UNDEVELOPED LAND, BEFORE URBAN DEVELOPMENT COMMENCES PROVIDED SUCH ACTIVITIES ARE NOT IN CONFLICT WITH THE CITY'S COMPREHENSIVE PLAN. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVICULTURAL, FARMING AND ANIMAL HUSBANDRY.
    3. Community Support District

4. **WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS**

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS AND SUPPLEMENTAL DOCUMENTS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

THE VILLAGES OF WEST LAKE AREA A
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2026~~4~~, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC" and sometimes as "Developer", or "Master Developer" as hereafter described including its affiliates), whose mailing address is ~~3619 Kiessel Road, The Villages, Florida 32163~~7580 Middleton Drive, Middleton, Florida 34762 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as "City" or "Leesburg"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, The Villages of Sumter Development of Regional Impact (DRI), the Villages of Marion Florida Quality Development (FQD), ~~the~~ Tri-County Villages DRI, the Villages of Fruitland Park DRI, ~~T~~the Villages of Wildwood DRI, ~~The~~ Village of Fenney, ~~T~~the Villages of Southern Oaks and ~~T~~the Villages of West Lake are together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages has been developed as a self-contained predominately age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with significant residential, recreational and non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

WHEREAS, the properties within the existing portions of The Villages are proceeding to buildout; and

WHEREAS, VLC and its affiliates, have acquired property in south Leesburg that has been designated Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of West Lake (herein after referred to as the "Property" or the "Project"); and

WHEREAS, the City's Comprehensive Plan includes Future Land Use Element Policy 1.1.6 which is a site-specific policy that establishes development requirements for the Project. Policy 1.1.6 refers to The Villages of West Lake Area A Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with VLC; and

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in The Villages communities; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area A is identified in **EXHIBIT 1**; and

WHEREAS, this Agreement is solely for Area A with a legal description and location map sketch attached as **EXHIBIT 1.** The Property may in the future, be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is needed to establish standards for how Area A and other areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 12~~3~~, 2018, ~~and~~ along with subsequent amendments~~ adopted on November 13, 2018, February 24, 2020, December 14, 2020, February~~March 13, 2023, and May~~ June 13~~10, 2024~~, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

WHEREAS, VLC, or an affiliate, may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) provide assurances that VLC will be able to rely on for the life of this Agreement regarding certain development rights as identified herein; and

~~**WHEREAS**, the Chapter 163 Public Facilities Agreement between VLC and the City which was approved through Resolutions 10,287, 11,192 and 11,350 is terminated; and~~

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

WHEREAS, the City and VLC have agreed on a term of thirty (30) years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and VLC for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Leesburg the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing;

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The property subject to this Agreement is shown by a location map, a sketch of the property and legal description in attached and incorporated as **EXHIBIT 1.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The future land use and zoning designation of the Property is ARD. The City has also adopted Future Land Use Policy 1.1.6 which is a site-specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA A PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	8,000 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	3,550,000

(B) Entitlements and Conversion Matrix.

1) The Area A Project Entitlements are shown in **TABLE 1.**

2) The **TABLE 1** entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

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3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.

4) VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in **TABLE 1** above for Area A. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior written authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area A to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of VLC, entering into a separate 163 Agreement for future land. If additional property is added, either through an amendment to this Agreement or at the election of VLC, a new development agreement, VLC will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in **EXHIBIT 4**, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

2) Agricultural. The Property has historically been used for agricultural activities and VLC may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan and vertical construction commences. For purposes of this Agreement, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City.

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There may be numerous Site Plans on the Property so if a Site Plan is approved for one area and vertical construction commences, then agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project. Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

4) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses.

5) Additional Land Uses. Additional land uses other than those permitted under the Comprehensive Plan require approval by the City through an amendment to the City's Comprehensive Plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the Comprehensive Plan amendment process.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis (see **EXHIBIT 6**) was the following:

1. No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.
2. The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

Commented [KM2]: IV. 1) Traffic Generation/Analysis the sub-tasks should be (a) and (b) no 1. and 2.

2) Concurrency Reservation. Pursuant to Capital Improvement Element Policy 1.8.7, the City agrees to reserve traffic concurrency for roadways within the City of Leesburg, for the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis (see **EXHIBIT 6**).

3) Traffic Assumptions. The City agrees that VLC may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by the Florida Department of Transportation (FDOT) for The Villages. These analyse~~i~~s showed a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

b) VLC may assume that the City will permit VLC in the future to assume the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis are approved (see **EXHIBIT 6**).

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least thirty (30) days in advance of using the Conversion Table with no approval required by the City.

5) New Traffic Analysis. If VLC proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 5. of this Agreement and conversions pursuant to Section IV (A) 4. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

6) Transportation Modes. VLC will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages~~' DRI's~~ in order to provide for golf cart access and other modes of transportation for the purpose of reducing reliance on automobiles.

7) VLC acknowledges that development on the Property will be subject to Lake County's impact fee ordinances and also any agreements entered into between VLC and its affiliates, and the County for credits against such ordinances.

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulations, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and ~~right-of-ways~~rights-of-way will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the rights-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and ~~right-of-ways~~rights-of-way will not include maintenance for landscaping or stormwater, which will be performed by VLC, a community development district (CDD), defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including

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telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such ~~right-of-ways~~rights-of-way shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Reclaimed Water – Current Allocation. -Wildwood Utility Dependent District (WUDD) took over the reclaimed water responsibilities of South Sumter Utility Company, LLC ("SSU") and Southeast Wildwood Water Conservation Authority ("SEWWCA") and now owns SSU and SEWWCA. -SSU and SEWWCA are still present in text and exhibits for ease of historical references.

The Reclaimed Water section and all figures and values contained within apply to the Property collectively as defined in this agreement. Similar language is in both the VOWL A and B Development Agreements for consistency.

1) The City's collective wastewater treatment plants~~'~~ generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. -Under the City's consumptive use authorization, the City is required to provide its customers with reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated ~~private~~ utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. -VLC, at its discretion, may also divert reuse water to WUDD-SEWWCA, Blue Goose Water Conservation Authority (BGWCA), Okeehumkee Water Conservation Authority (OWCA), ~~or~~ Gibson Place Water Conservation Authority (GPWCA), or other water conservation authorities affiliated with VLC, as needed. -In the event that reuse water is delivered to VLC and its ~~BGWCA, OWCA or GPWCA,~~ affiliates, the City and VLC agree to implement an operations strategy that is acceptable to both parties. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter referred to as "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 8.06~~.50~~ million gallons per day ("MGD") on an annual average daily flow basis ("AADF") to supply such irrigation water to its customers including this Property for such irrigation purposes. -The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, or other City disposal area. The City also acknowledges that it shall not deliver more than 14.0 MG in any 24-hour period or an average delivery that exceeds 11.0 MGD in any 7-day period to VLC and its affiliates unless expressly approved in writing by VLC representatives. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

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2) Irrigation Reclaimed Water Reservation and Allocations. ~~-~~In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD~~-~~AADF and up to 2.0 MGD on a maximum month average daily flow basis (~~"~~MMADF") (collectively the "Maximum Non-VLC Demand"). ~~-~~The maximum quantity of reclaimed water supplied to VLC shall be 8.0~~6.50~~ MGD AADF. ~~-~~However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, or other City disposal area, and such action may result in the amount supplied to VLC to exceed 8.0~~6.50~~ MGD AADF. ~~-~~Reclaimed water generated from the City's wastewater treatment plants (~~"~~WWTP~~s~~~~"~~) above a total capacity of 8.0~~6.5~~ MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 8.0~~6.50~~ MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

3) New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 3.5~~2.5~~ MGD at the City's Canal Street WWTP or 6.0~~4.0~~ MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

~~1.~~ 4)Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see **EXHIBIT 7**) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. ~~-~~However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. ~~-~~During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

~~a.~~ a)Annual Flow to VLC (AADF) During Wet Weather Period:

The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 9.5~~8.0~~ MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

~~b.~~ b)Maximum Month Flow to VLC (MADF) During Wet Weather Period:

The most recent monthly average daily flow to all City WWTPs up to a maximum of 9.5~~8.0~~ MGD minus 2.5 MGD. ~~-~~VLC shall not be required to receive such quantity of Reclaimed for longer than one (1) month in any ~~12 month~~12-month period.

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~~c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD~~

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i.2. 5.2.In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield, or other City disposal area, because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculations of Section IV.(B)2).

3. 6.The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 8.06.50 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

4. 7. Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

(a) a)The City shall reimburse VLC ofor exceedancesfor exceedances of both the AADF and MMADF basis for an amount equal to the result of the formula of:

i. Average Annual Daily Flow Basis (AADF)

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Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

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ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

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Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield or other City disposal area because of a Wet Weather Event, the days of discharge to the South Sprayfield or other City disposal area will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. The City shall provide separate records of all discharges during the Wet Weather Event.

~~(b)~~ b). Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

~~5.~~ 8.The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South S~~s~~prayfield or other City disposal area, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30~~)~~) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by Florida Department of Environmental Protection ("FDEP") permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

9. The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

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~~1.1~~ 10. 3) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the WUDD-SSU/SEWWCA ponds, to ~~BGWCA, OWCA or GPWCA~~VLC and its affiliates, or to the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the ~~Florida Department of Environmental Protection~~FDEP, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street ~~Wastewater Treatment Plant ("~~WWTP~~")~~ to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the WUDD-SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

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~~1.2~~ 11) ~~4)~~ Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in WUDD-SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. If reuse water is delivered to ~~BGWCA, OWCA or GPWCA~~VLC and its affiliates, the City and VLC agree to implement an operations strategy that is acceptable to both parties. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the WUDD-SSU/SEWWCA Reuse Pond 1, ~~BGWCA, OWCA and GPWCA~~VLC and its affiliates, as applicable, and VLC agrees to operate the Reclaimed Water storage and distribution systems in order to receive the Reclaimed Water to the extent reasonably practical. -VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. -The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to WUDD-SSU/SEWWCA or VLC and its affiliates~~, BGWCA, OWCA or GPWCA~~. -In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to WUDD-SSU/SEWWCA or VLC and its affiliates~~, BGWCA, OWCA or GPWCA~~ that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield, other City disposal area, or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. -City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. -City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

~~1.3~~ 12)~~5)~~ Alternate Reclaimed Water Disposal System. -At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 9.5~~8.0~~ MGD for a maximum ten (10) day period. -The capacity may be at the South Sprayfield, or other City disposal areas, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

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~~1.4~~ ~~13)6)~~ Wet Weather Event Operations. ~~-~~Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray~~f Field~~ or other City ~~dispsosal~~disposal area can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

1) The total quantity of reclaimed water reserved by ~~Leesburg~~ the City from its Canal Street and Turnpike ~~Wastewater Treatment Plants~~WWTPs will be limited to 1.5 MGD on an ~~annual average daily flow~~AADF basis ~~(AADF)~~. All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and ~~Leesburg~~the City.

(D) Fire and Life Support (Non-Transport)~~Emergency Medical Service~~

1) The Developer and City agree that primary Fire ~~and Emergency Medical~~ Service within the Property, to include fire prevention and suppression, rescue services and life support ~~emergency medical services~~ (non-transport) ("Fire Service") shall be provided by the Village Center Community Development District, or its assigns ("VCCDD") through The Villages Public Safety Department, pursuant to that certain~~a~~ separate Interlocal Agreement dated May 22, 2023, as amended and/or restated from time to time, between the City and VCCDD~~. The City agrees that~~ (the "Interlocal Agreement")~~Leesburg Fire Assessment Fee, as applicable,~~. The City will contribute to the costs of VCCDD Fire Service within the Project pursuant to ~~shall be the same as~~ the Interlocal Agreement. Primary Fire Service in areas of ~~Leesburg Fire Assessment Fee imposed by~~ the City outside ~~of~~ the Project will be provided by the City, funded ~~and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made~~ from sources other than assessments or taxes on parcels within the Project. The Developer and VCCDD shall be relieved of all responsibility for the provision of Fire Service within the Project during any period when the City does not provide funding to VCCDD pursuant to the Interlocal Agreement.~~revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.~~

(E) Solid Waste Collection and Disposal Services

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1) In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company (ies), a franchise as may be necessary for the provision of such solid waste collection and disposal within the Property. The solid waste collection within the Property may be "single stream" recycling and plastic bags rather than containers.

(F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1)

1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with (a) that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (as subsequently amended from time to time, the "SSUC Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC, and its assigns ("SSUC") two million (2,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"), and (b) that certain Agreement for Reservation and Provision of Wastewater Services dated July 26, 2021 (as amended from time to time, the "VDC Wastewater Agreement"), the City has reserved for the benefit of VLC affiliate The Villages Development Company, LLC, and its assigns ("VDC") one million (1,000,000) gallons per day of wastewater treatment capacity at the Turnpike Plant. The SSUC Wastewater Agreement and VDC Wastewater Agreement are referred to collectively as the "Wastewater Agreements". In accordance with the Wastewater Agreements, SSUC has already paid the City Six Million Dollars ($6,000,000.00) as provided for the SSUC Wastewater Agreement, and VDC shall pay the City Three Million Dollars ($3,000,000.00) as provided for in the VDC Wastewater Agreement (hereinafter, collectively, the "Wastewater Reservation Fees"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the total annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreements so long as such advanced credits do not exceed the Wastewater Reservation Fees.

~~Wastewater Collection and Treatment Impact Fee Credit. Managed in accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement") and its subsequent amendments. In accordance with that~~

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certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017July 26, 2021 (the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC ("SSUC")WUDD SSU three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement, SSUC WUDD SSU shall pay the City Nine Million Dollars ($9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits todo not exceed the Wastewater Reservation Fee.

2) Water System Capacity Impact Fee. Pursuant to (a) Ordinance 2014-37, adopted on August 9, 2021 (the "WUDD Ordinance"), the City granted a non-exclusive franchise to SSUC's utility purchaser and successor, Wildwood Utility Dependent District, a dependent district of the City of Wildwood ("WUDD"), and (b) Ordinance 24-24, adopted on June 10, 2024 (the "Private Utility Ordinance"), the City granted a non-exclusive franchise to VLC affiliates Gibson Place Utility Company, LLC ("GPU"), Okeehumkee Utility Company, LLC ("OU"), and Blue Goose Utility Company, LLC ("BGU"), each to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property. The WUDD Ordinance and Private Utility Ordinance are referred to collectively as the "Ordinances". In accordance with such Ordinances, WUDD, GPU, OU, and BGU shall provide potable water to the Property under the franchises granted by the City. Since potable water will be provided to the Property through such utilities under the Ordinances, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property.

2) Water System Capacity Impact Fee. Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the "Ordinance"), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, WUDD SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLC WUDD SSU is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC WUDD SSU Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC WUDD SSU shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.

(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

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(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

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1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached **EXHIBIT 9**, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

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(J) Community Development District ("CDD") Or Other Municipal Taxing District

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1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

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(K) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Lake County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria along with The Villages Construction and Development Manual to establish the development standards that apply to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

VI. GOVERNING LAWS AND POLICIES. The Project is governed by this Agreement and the City of Leesburg Code of Ordinances for the duration of this Agreement. The City of Leesburg Code of Ordinances applicable to the Project are those in effect as of October 24, 2022. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to VLC offices or by certified mail, return receipt requested. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Development Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the required comprehensive plan amendment goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior 163 agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be The Villages Land Company, LLC. Only the Master Developer or its assigns may seek an amendment to this Agreement and no consent of the other property owners within the Project shall be required. All property owners within the Project shall receive notice of any proposed amendments pursuant to Section 163.3225, Florida Statutes.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749
With copy to:

City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Master Developer:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
~~3619 Kiessel Road~~
~~The Villages, Florida 32163~~7580 Middleton Drive
Middleton, Florida 34762

~~Martin L. Dzuro~~Brandon Matulka, Manager
The Villages Land Company, LLC
MS#2234 7580 Middleton Drive
Middleton, Florida 34762
~~3619 Kiessel Road~~
~~The Villages, Florida 32163~~

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2026~~4~~ and _____, 2026~~4~~.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC

_____
its Manager
(Witness Signature)

By: VDC Manager, LLC ~~TVL Company, LLC,~~

_____
(Witness Printed Name)

By: _____
~~Martin L. Dzuro~~Brandon Matulka, Manager

Date: _____

_____
(Witness Signature)

_____
(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2026~~4~~ by means of physical presence, by ~~Martin L. Dzuro~~Brandon Matulka as Manager of VDC Manager,~~TVL Company,~~ LLC, Manager of The Villages Land Company, LLC, who is personally known to me.

_____
Notary Public

_____
Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By:_____
MAYOR

ATTEST: _____
Date

_____
ANDI PURVIS, CLERK

Approved as to Form:

_____
CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description and Location Map
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis and Supplemental Documents
Exhibit 7	Facility Location Map
Exhibit 8	Reclaimed Water Operational Control Strategy
Exhibit 9	Franchise Agreement Form Detail
Exhibit 10	Building Permitting and Inspection Service Delivery Agreement
Exhibit 11	Development Permitting

EXHIBIT 1

LEGAL DESCRIPTION AND LOCATION MAP

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

PERMITTED USES IN THE VILLAGES OF WEST LAKE

1. **PURSUANT TO FUTURE LAND USE POLICY 1.1.1:**
   ~~1.~~a. RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
   ~~a.~~b. NON-RESIDENTIAL INCLUDING MEDICAL CAMPUS AND TOWN CENTER.

2. **PURSUANT TO FUTURE LAND USE ELEMENT Objective 1.1K:**

   a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
   b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, INDEPENDENT LIVING FACILITY, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY, HOSPICE AND OTHER SIMILAR USES
   c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL/RECREATIONAL INCLUDING BUT NOT LIMITED TO CIVIC AND COMMUNITY FACILITIES, STORMWATER FACILITIES, WASTEWATER, WATER TREATMENT PLANTS AND WELL SITE, RECREATION, PARKS, GOLF COURSE, MULTI-USE TRAILS AND OTHER SIMILAR USES
   d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CONTINUING CARE RETIREMENT COMMUNITY (CCRC) AND OTHER SIMILAR USES

3. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:**

   a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE AND COMMUNITY FARMING, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
   b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING ARE PERMITTED ON UNDEVELOPED LAND, BEFORE URBAN DEVELOPMENT COMMENCES PROVIDED SUCH ACTIVITIES ARE NOT IN CONFLICT WITH THE CITY'S COMPREHENSIVE PLAN. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVICULTURAL, FARMING AND ANIMAL HUSBANDRY.
   c. Community Support District

4. **WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS**

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EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS AND SUPPLEMENTAL DOCUMENTS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND
INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.4.
Meeting Date:	September 14, 2026
From:	Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, to modify the chapter 163 Development Agreement between The Villages of West Lake, Area B; for the development of approximately 1,230 acres; providing a binding agreement and amendments for long-term development; including but not limited to density, intensity, land uses and process; approving development rights and land development regulations; for a property generally located near Florida's Turnpike, the Lake and Sumter County line; and east and west of CR 48; as legally described in Sections 31, Township 20 South, Range 24 East; and Sections 5, 6, and 7, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. **(VOWL 163 Area B Amendment 2026)**

Staff Recommendation:
Staff recommends approval on the amended Chapter 163 Agreement between the City of Leesburg and The Villages Land Company, LLC for Area B.

Analysis:
The proposed requests are text amendments to update the existing Chapter 163 Agreements between the City of Leesburg and The Villages Land Company, LLC, also known as “The Villages of West Lake” (VOWL). The Villages of West Lake within city limits are covered by two (2) separate Agreements, coordinating with two (2) land areas, referred to as Area A and Area B. These agreements were last Amended in 2024. Area B was last adopted under Ordinance 24-19.

Chapter 163.3220-163.3243, Florida Statues, is known as the "Florida Local Government Development Agreement Act." This area of law is intended to authorize local governments to enter into agreements with developers to create provisions for specific long-term certainty regarding development rights and responsibilities for all concerned, to include the local government, the developer as well as the general public. Both the City of Leesburg and the Villages Land Company, LLC, by entering into, or amending such an agreement, incur specific obligations regarding development rights, land uses, density and intensity of development, plus other issues which may address or obligate terms to each party. In the event of an amendment, the City Commission has review authority.

In review of this document, staff found only minor wording changes and clarifications which do not

substantially alter or impact the overall conditions or terms of the currently approved Chapter 163 Agreement between the City of Leesburg and The Villages Land Company, LLC for Area B. There is no change to approved permitted land uses, overall density, or intensity of land use contemplated for Area B.

Procurement Analysis:
N/A

Options:
1. Approve the request to amend the Chapter 163 Agreement for Area B of The Villages of West Lake; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
There is no direct fiscal impact for this action. Future development of this property will have a significant positive impact on the City of Leesburg from ad valorem taxes, and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, TO MODIFY THE CHAPTER 163 DEVELOPMENT AGREEMENT BETWEEN THE VILLAGES OF WEST LAKE, AREA B; FOR THE DEVELOPMENT OF APPROXIMATELY 1,230 ACRES; PROVIDING A BINDING AGREEMENT AND AMENDMENTS FOR LONG-TERM DEVELOPMENT; INCLUDING BUT NOT LIMITED TO DENSITY, INTENSITY, LAND USES AND PROCESS; APPROVING DEVELOPMENT RIGHTS AND LAND DEVELOPMENT REGULATIONS; FOR A PROPERTY GENERALLY LOCATED NEAR FLORIDA'S TURNPIKE, THE LAKE AND SUMTER COUNTY LINE; AND EAST AND WEST OF CR 48; AS LEGALLY DESCRIBED IN SECTIONS 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST; AND SECTIONS 5, 6, AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL 163 AREA B AMENDMENT 2026)

BE IT ENACTED BY THE PEOPLE OF LEESBURG, FLORIDA:

Section 1.
Based upon the petition of The Villages Land Company, LLC;

THAT the Mayor and City Clerk are hereby authorized to execute a Development Agreement with **THE VILLAGES LAND COMPANY, LLC, whose address is 7580 Middleton Drive, Middleton, Florida 34762** for a development agreement pursuant to Chapter 163.3220 - 163.3243, Florida Statutes.

THAT this ordinance shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SEVENTH AMENDMENT

AREA "B" 1,230.42 ACRES±

LEGAL DESCRIPTION:

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET

TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD N0. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY,

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AREA "B" 1,230.42 ACRES±

PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE VILLAGES OF WEST LAKE

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TRACT 3:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY

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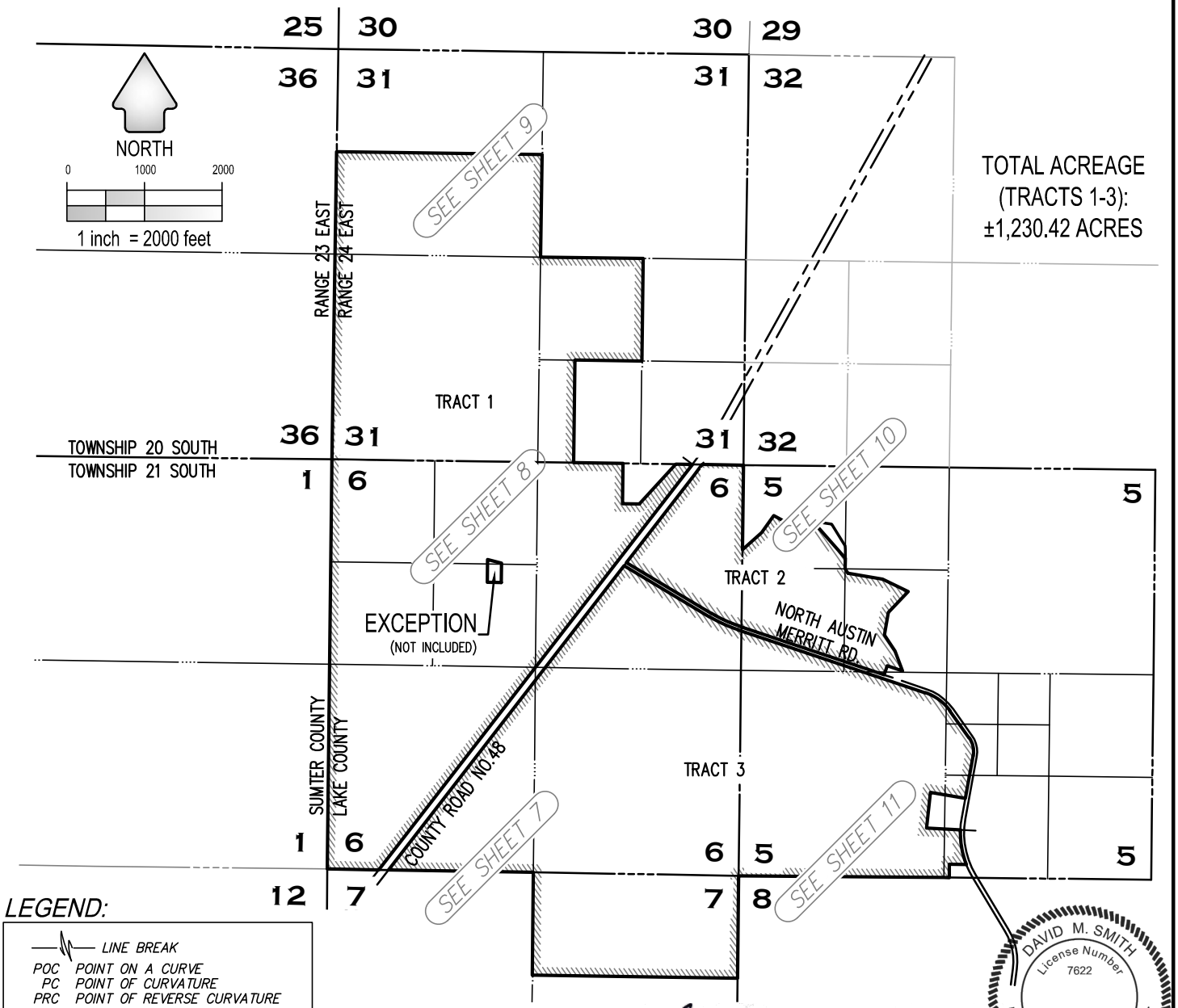
LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SKETCH OF DESCRIPTION
(NOT A SURVEY)

KEY MAP- AREA "B"
CHAPTER 163 AGREEMENT
TOWNSHIP 20 & 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

EXHIBIT " 1 "
SHEET 6 OF 12



LEGEND:

⌇	LINE BREAK
POC	POINT ON A CURVE
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
L1	LINE TAG LABEL (SEE TABLE)
C1	CURVE TAG LABEL (SEE TABLE)
O	CHANGE IN DIRECTION
6	SECTION NUMBER

DAVID M. SMITH
License Number 7622
STATE OF FLORIDA
Professional Surveyor and Mapper

DAVID M. SMITH, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 7622

SEE SHEETS 1–5 FOR DESCRIPTION
SEE SHEETS 7–11 FOR SKETCH
SEE SHEET 12 FOR CURVE & LINE TABLES

GENERAL NOTES:

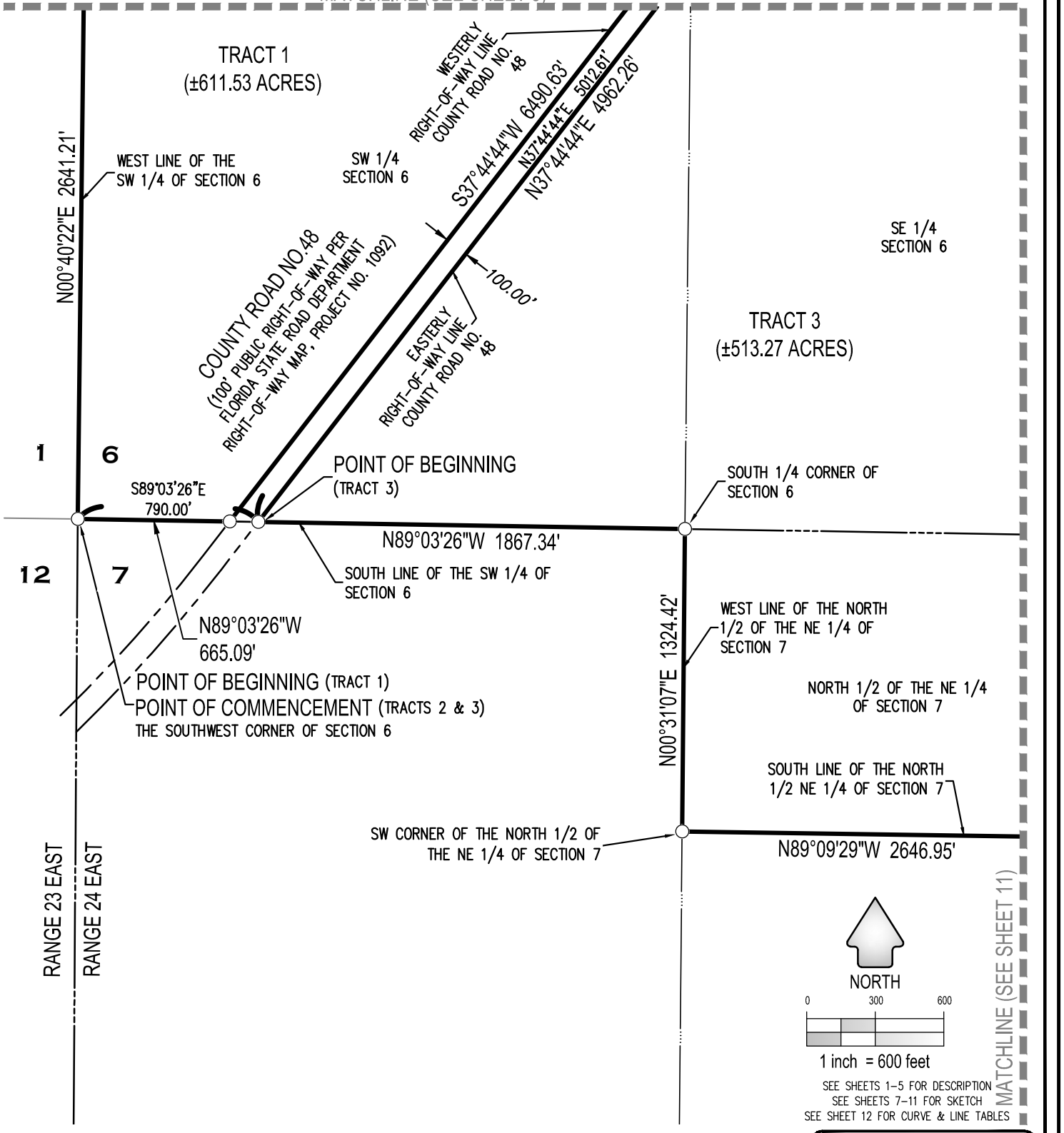
1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT.

CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA B\VOWL 7_CH163 AREA B.DWG - 8.5X11 6/1/2026 12:36 PM BY: DSMITH ---- : CFB_Survey_Standard.ctb

SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 7 OF 12



SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEETS 7-11 FOR SKETCH
SEE SHEET 12 FOR CURVE & LINE TABLES

CFB CLYMER FARNER BARLEY SURVEYING
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DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\AREA B\VOWL 7_CH163 AREA B.DWG - 8.5X11 6/1/2026 12:37 PM BY: DSMITH
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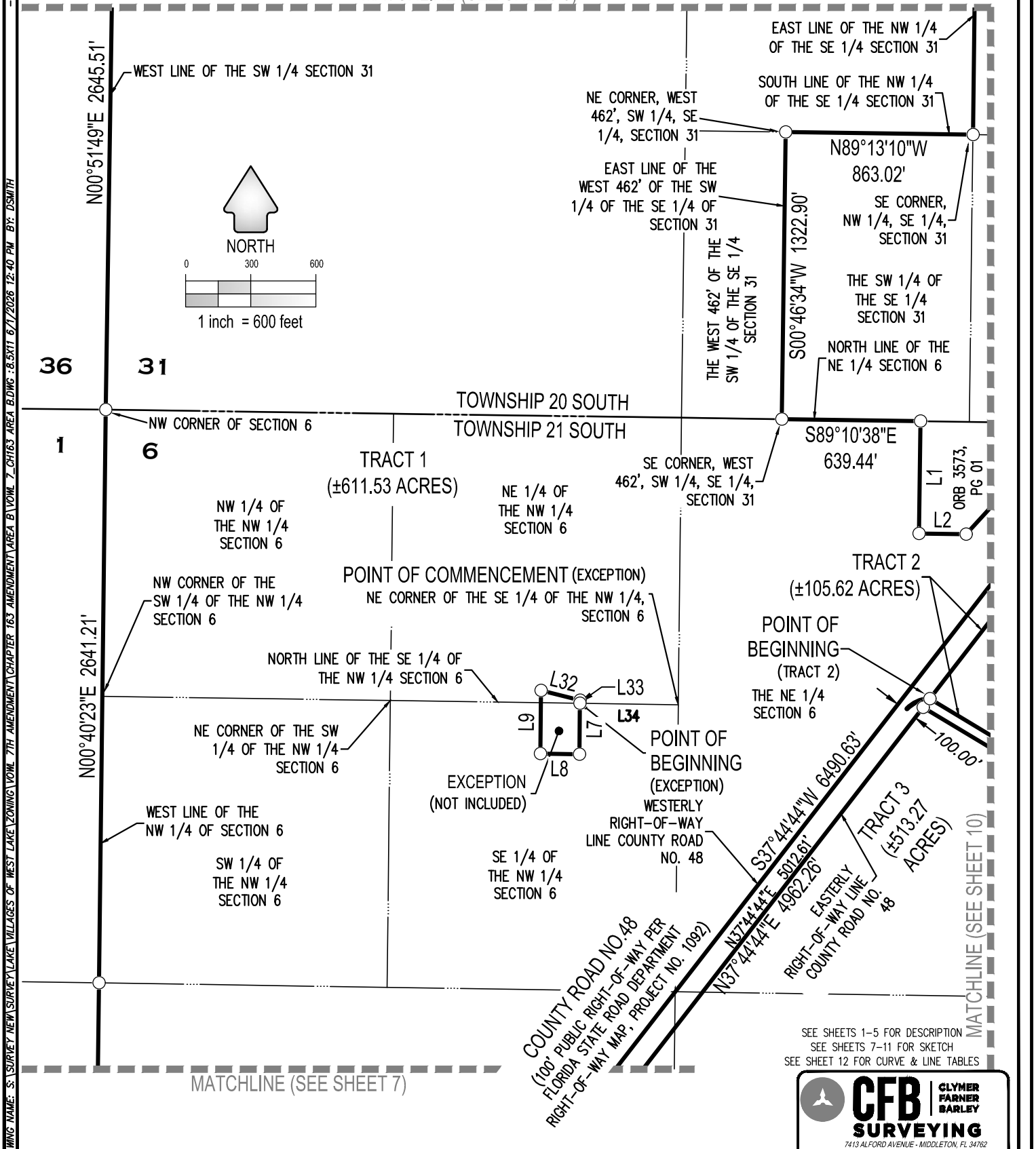
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 8 OF 12



SEE SHEETS 1–5 FOR DESCRIPTION
SEE SHEETS 7–11 FOR SKETCH
SEE SHEET 12 FOR CURVE & LINE TABLES

CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA B\VOWL 7_CH163 AREA B.DWG - 8.5X11 6/1/2026 12:40 PM BY: DSMITH
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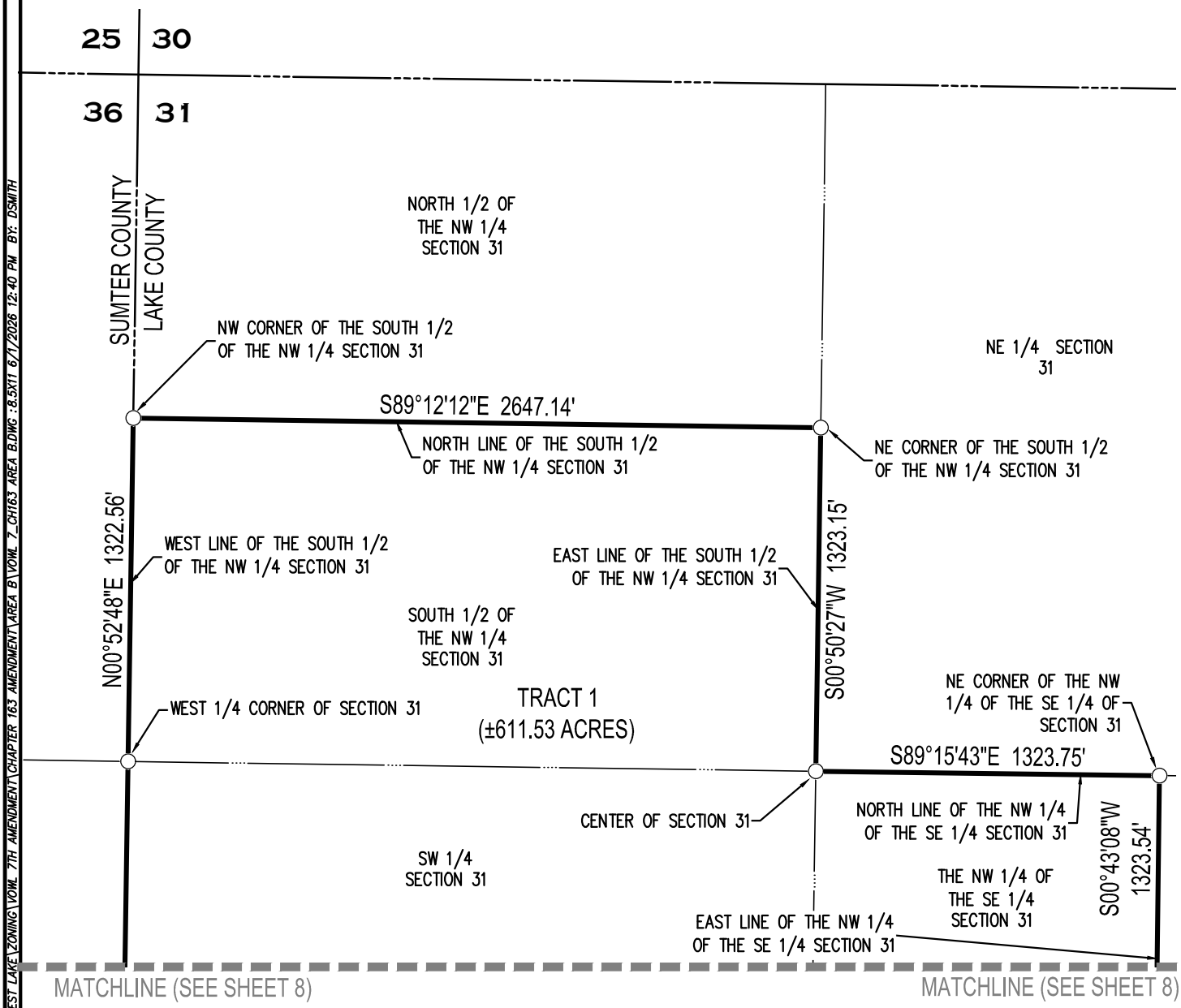
SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 9 OF 12



NORTH

0 300 600

1 inch = 600 feet

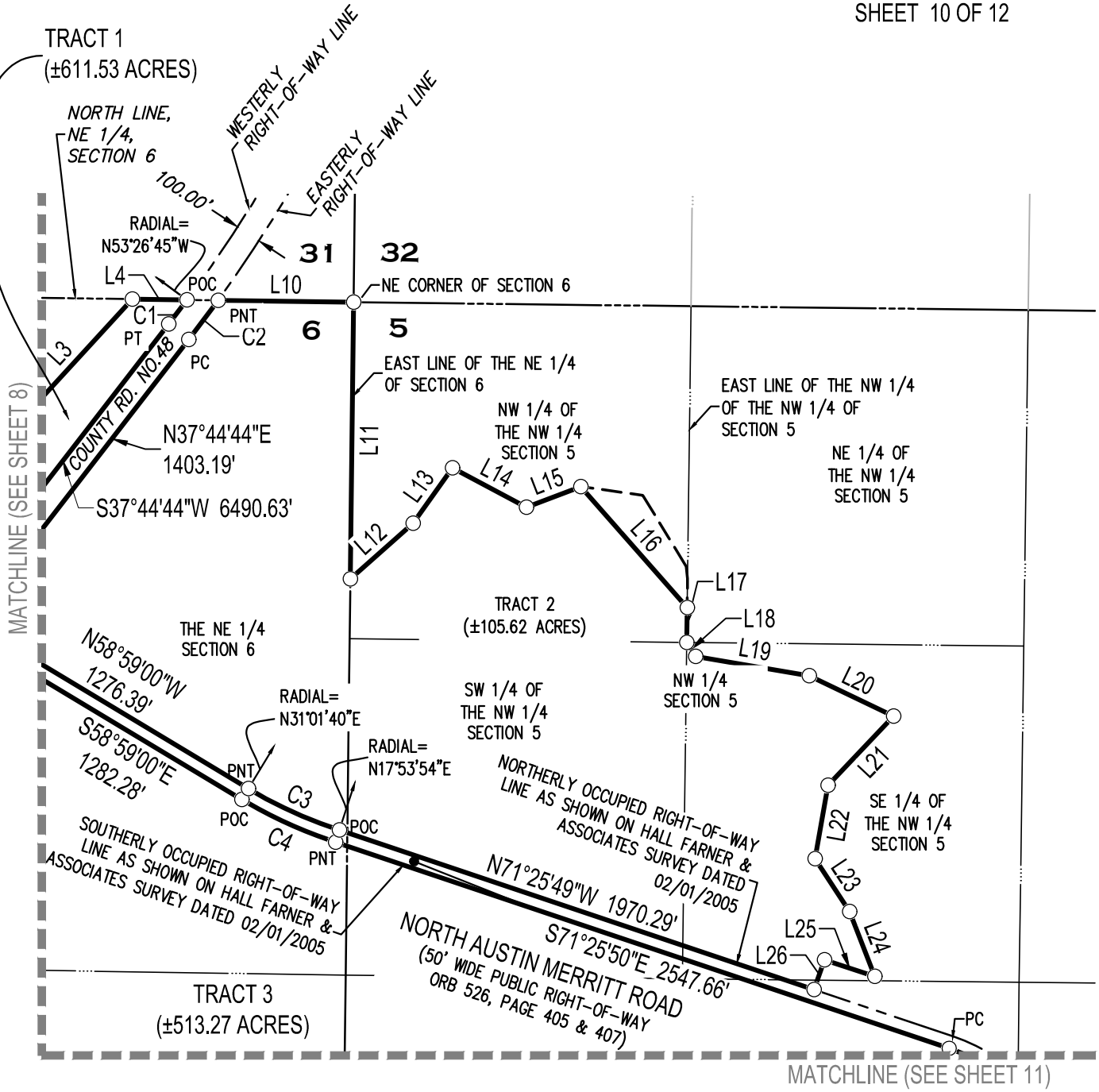
SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEETS 7-11 FOR SKETCH
SEE SHEET 12 FOR CURVE & LINE TABLES

CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 7TH AMENDMENT\CHAPTER 163 AMENDMENT\AREA B\VOWL 7_CH163 AREA B.DWG - 8.5X11 6/1/2026 12:40 PM BY: DSMITH ---- : CFB_Survey_Standard.ctb

SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 10 OF 12



NORTH

0 300 600

1 inch = 600 feet

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEETS 7-11 FOR SKETCH
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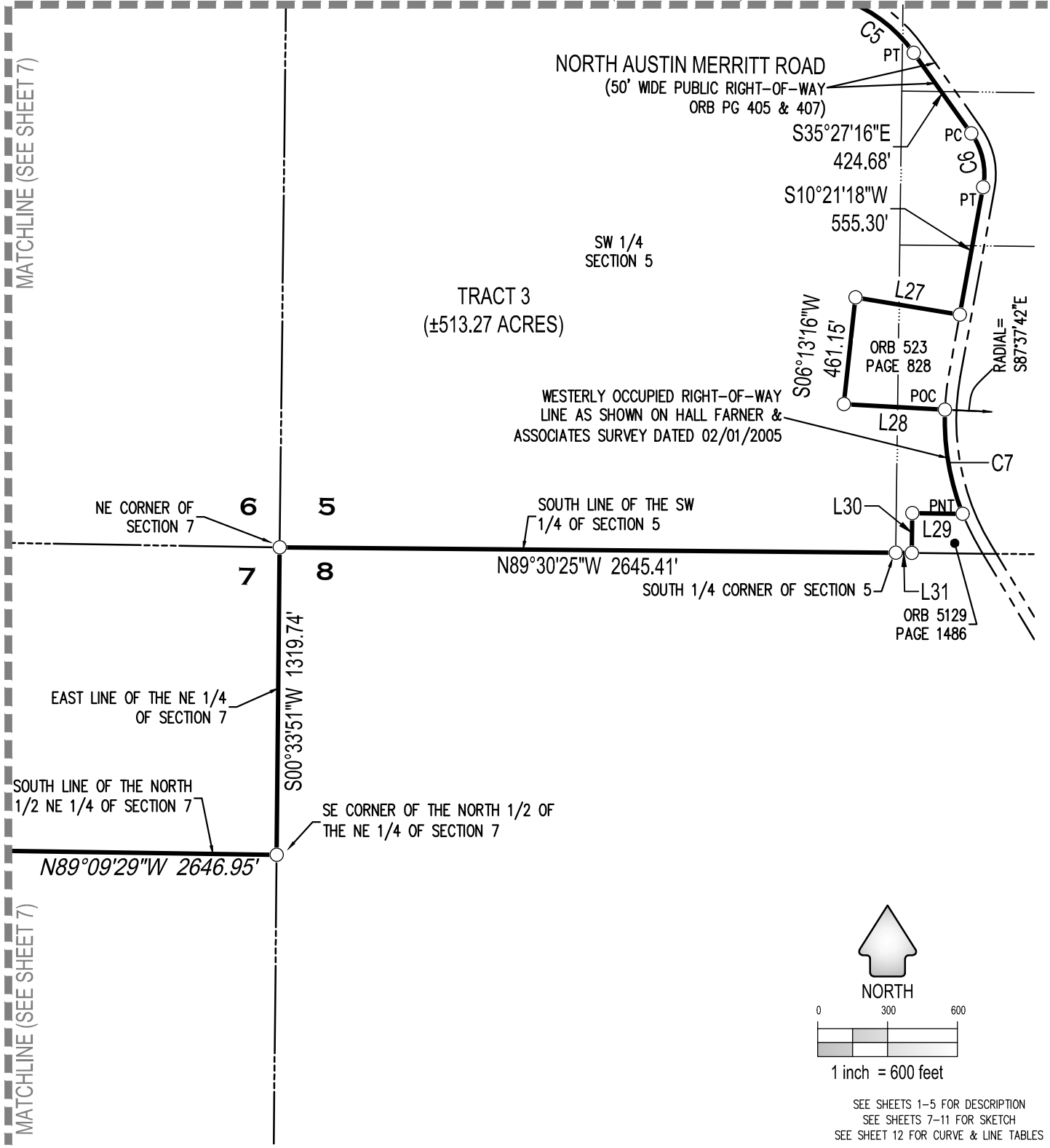
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 11 OF 12



NORTH

0 300 600

1 inch = 600 feet

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEETS 7-11 FOR SKETCH
SEE SHEET 12 FOR CURVE & LINE TABLES

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SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " 1 "
SHEET 12 OF 12

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S00°49'22"W	518.18'
L2	S89°10'38"E	217.51'
L3	N42°32'39"E	694.25'
L4	S89°10'38"E	215.45'
L7	S00°36'59"W	235.00'
L8	N89°09'35"W	180.00'
L9	N00°36'59"E	291.57'
L10	S89°10'38"E	533.63'
L11	S00°40'53"W	1089.08'
L12	N48°17'18"E	330.19'
L13	N35°31'22"E	267.42'
L14	S61°51'03"E	329.31'
L15	N69°07'56"E	229.87'
L16	S41°18'04"E	633.63'
L17	S00°41'46"W	137.17'
L18	S32°14'13"E	65.43'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L19	S80°20'05"E	454.05'
L20	S64°21'57"E	367.76'
L21	S43°33'02"W	374.77'
L22	S10°02'01"W	293.45'
L23	S33°21'10"E	248.66'
L24	S21°00'41"E	273.95'
L25	N71°39'22"W	207.87'
L26	S19°19'17"W	123.83'
L27	N80°39'04"W	454.13'
L28	S86°49'44"E	434.73'
L29	N89°23'30"W	216.28'
L30	S00°34'26"W	170.37'
L31	N89°23'24"W	69.69'
L32	S75°50'19"E	185.15'
L33	S00°36'59"W	13.91'
L34	N89°09'35"W	453.05'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5724.15'	1°11'29"	119.03'	S37°08'59"W	119.03'
C2	5824.16'	1°53'46"	192.75'	N36°47'51"E	192.74'
C3	1721.98'	13°07'45"	394.59'	N65°32'13"W	393.73'
C4	1771.98'	13°07'11"	405.75'	S65°31'56"E	404.87'
C5	639.96'	35°58'34"	401.83'	S53°26'33"E	395.26'
C6	304.60'	45°48'34"	243.53'	S12°32'59"E	237.10'
C7	1084.17'	24°05'34"	455.89'	S09°40'29"E	452.54'

SEE SHEETS 1–5 FOR DESCRIPTION
SEE SHEETS 7–11 FOR SKETCH
SEE SHEET 12 FOR CURVE & LINE TABLES

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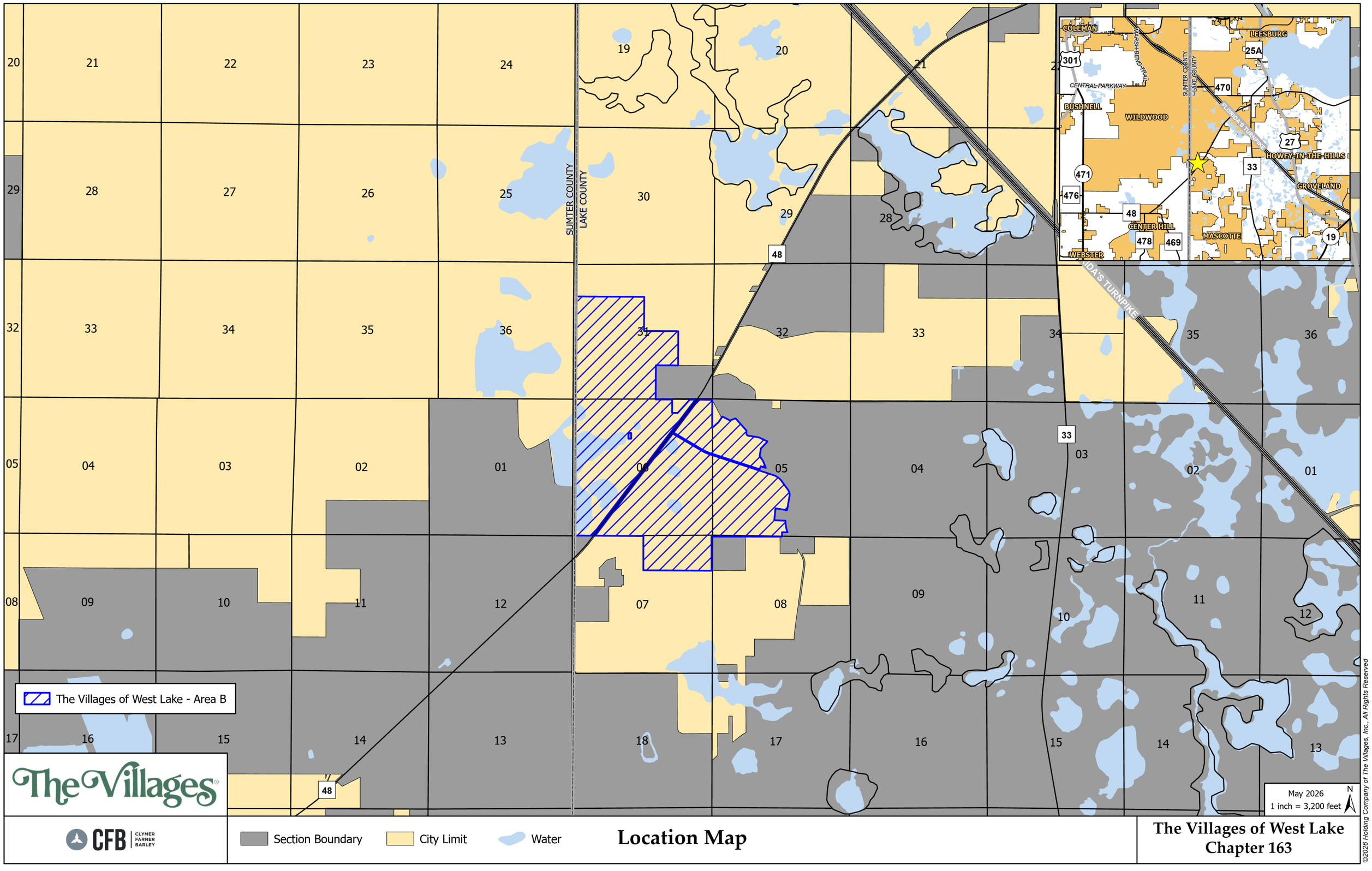

The Villages

CFB CLYMER FARNER BARLEY

Section Boundary | City Limit | Water

Location Map

May 2026
1 inch = 3,200 feet

The Villages of West Lake
Chapter 163

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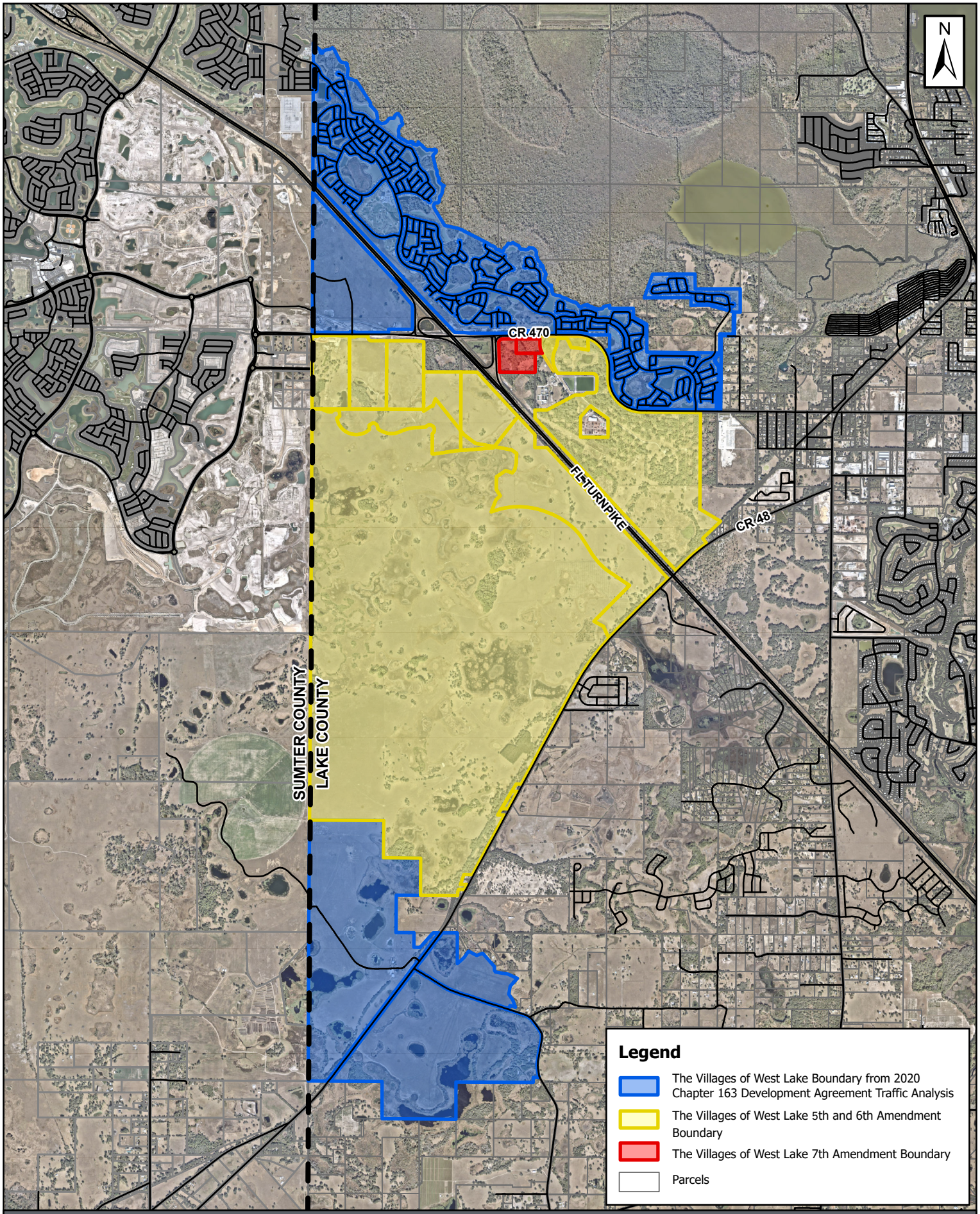

VILLAGES OF WEST LAKE

Kimley»Horn

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Exhibit 6 - Updated Chapter 163 Development Agreement Traffic Analysis Property Boundary Map

THE VILLAGES OF WEST LAKE AREA B
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2026, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC" and sometimes as "Developer", or "Master Developer" as hereafter described including its affiliates), whose mailing address is 7580 Middleton Drive, Middleton, Florida 34762 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as "City" or "Leesburg"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, the Villages of Sumter Development of Regional Impact (DRI), the Villages of Marion Florida Quality Development (FQD), Tri-County Villages DRI, the Villages of Fruitland Park DRI, the Villages of Wildwood DRI, Village of Fenney, the Villages of Southern Oaks and the Villages of West Lake are together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages has been developed as a self-contained predominately age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with significant residential, recreational and non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

WHEREAS, the properties within the existing portions of The Villages are proceeding to buildout; and

WHEREAS, VLC and its affiliates, have acquired property in south Leesburg that has been designated Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of West Lake (herein after referred to as the "Property" or the "Project"); and

WHEREAS, the City's Comprehensive Plan includes Future Land Use Element Policy 1.1.6 which is a site-specific policy that establishes development requirements for the Project. Policy 1.1.6 refers to The Villages of West Lake Area B Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with VLC; and

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in The Villages communities; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area B is identified in **EXHIBIT 1**; and

WHEREAS, this Agreement is solely for Area B with a legal description and location map sketch attached as **EXHIBIT 1.** The Property may in the future, be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is needed to establish standards for how Area B and other areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 12, 2018, along with subsequent amendments, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

WHEREAS, VLC, or an affiliate, may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) provide assurances that VLC will be able to rely on for the life of this Agreement regarding certain development rights as identified herein; and

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

WHEREAS, the City and VLC have agreed on a term of thirty (30) years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and VLC for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Leesburg the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing;

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The property subject to this Agreement is shown by a location map, a sketch of the property and legal description in attached and incorporated as **EXHIBIT 1.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The future land use and zoning designation of the Property is ARD. The City has also adopted Future Land Use Policy 1.1.6 which is a site-specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA B PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	6,185 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	550,000

(B) Entitlements and Conversion Matrix.

1) The Area B Project Entitlements are shown in **TABLE 1.**

2) The **TABLE 1** entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.

4) VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in **TABLE 1** above for Area B. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior written authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area B to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of VLC, entering into a separate 163 Agreement for future land. If additional property is added, either through an amendment to this Agreement or at the election of VLC, a new development agreement, VLC will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in **EXHIBIT 4**, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

2) Agricultural. The Property has historically been used for agricultural activities and VLC may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan and vertical construction commences. For purposes of this Agreement, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Site Plan is approved for one area and vertical construction commences, then agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project. Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

4) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses.

5) Mining. Mining within the Project is a permitted use. The Developer must receive the required FDEP and SWFWMD permits as applicable prior to construction and provide copies to the City prior to construction. The mining operation does not require approval from the City.

6) Additional Land Uses. Additional land uses other than those permitted under the Comprehensive Plan require approval by the City through an amendment to the City's Comprehensive Plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the Comprehensive Plan amendment process.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis (see **EXHIBIT 6**) was the following:

a. No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.
b. The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

2) Concurrency Reservation. Pursuant to Capital Improvement Element Policy 1.8.7, the City agrees to reserve traffic concurrency for roadways within the City of Leesburg, for the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis (see **EXHIBIT 6**).

3) Traffic Assumptions. The City agrees that VLC may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by Florida Department of Transportation (FDOT) for The Villages. These analyses showed a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

b) VLC may assume that the City will permit VLC in the future to assume the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis are approved (see **EXHIBIT 6**).

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least thirty (30) days in advance of using the Conversion Table with no approval required by the City.

5) New Traffic Analysis. If VLC proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 5. of this Agreement and conversions pursuant to Section IV (A) 4. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

6) Transportation Modes. VLC will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' in order to provide for golf cart access and other modes of transportation for the purpose of reducing reliance on automobiles.

7) VLC acknowledges that development on the Property will be subject to Lake County's impact fee ordinances and also any agreements entered into between VLC and its affiliates, and the County for credits against such ordinances.

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulations, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and rights-of-way will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the rights-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and rights-of-way will not include maintenance for landscaping or stormwater, which will be performed by VLC, a community development district (CDD), defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC,

the dedication of such rights-of-way shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Reclaimed Water – Current Allocation. Wildwood Utility Dependent District (WUDD) took over the reclaimed water responsibilities of South Sumter Utility Company, LLC (SSU) and Southeast Wildwood Water Conservation Authority (SEWWCA) and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references.

The Reclaimed Water section and all figures and values contained within apply to the Property collectively as defined in this agreement. Similar language is reflected in both the VOWL A and B Development Agreements for consistency.

1) The City's collective wastewater treatment plant generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers with reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. VLC, at its discretion, may also divert reuse water to WUDD-SEWWCA, Blue Goose Water Conservation Authority (BGWCA), Okeehumkee Water Conservation Authority (OWCA), Gibson Place Water Conservation Authority (GPWCA), or other water conservation authorities affiliated with VLC as needed. In the event that reuse water is delivered to VLC affiliates, the City and VLC agree to implement an operations strategy that is acceptable to both parties. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter referred to as "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 8.0 million gallons per day (MGD) on an annual average daily flow basis (AADF) to supply such irrigation water to its customers including this Property for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, or other City disposal area. The City also acknowledges that it shall not deliver more than 14.0 MG in any 24-hour period or an average delivery that exceeds 11.0 MGD in any 7-day period to VLC and its affiliates unless expressly approved in writing by VLC representatives. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis (MMADF) (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 8.0 MGD AADF. However, the City

acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, or other City disposal area, and such action may result in the amount supplied to VLC to exceed 8.0 MGD AADF. Reclaimed water generated from the City's wastewater treatment plants (WWTP) above a total capacity of 8.0 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 8.0 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

3) New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 3.5 MGD at the City's Canal Street WWTP or 6.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

4) Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see **EXHIBIT 7**) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

a. Annual Flow to VLC (AADF) During Wet Weather Period:

The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 9.5 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

b. Maximum Month Flow to VLC (MADF) During Wet Weather Period:

The most recent monthly average daily flow to all City WWTPs up to a maximum of 9.5 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than one (1) month in any 12-month period.

5) In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield, or other City disposal area, because of a Wet Weather Event, the days of discharge will not be included in the calculations of Section IV.(B)2).

6) The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 8.0 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

7) Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

a) The City shall reimburse VLC for exceedances of both the AADF and MMADF basis for an amount equal to the result of the formula of:

i. Average Annual Daily Flow Basis (AADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers

or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield or other City disposal area because of a Wet Weather Event, the days of discharge to the South Sprayfield or other City disposal area will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. The City shall provide separate records of all discharges during the Wet Weather Event.

b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

(8) The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South Sprayfield or other City disposal area, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by Florida Department of Environmental Protection (FDEP) permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

9) The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and

consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

10) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the WUDD-SSU/SEWWCA ponds, to VLC and its affiliates or to the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the FDEP, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street WWTP to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the WUDD-SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

11) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in WUDD-SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. If reuse water is delivered to VLC and its affiliates, the City and VLC agree to implement an operations strategy that is acceptable to both parties. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the WUDD-SSU/SEWWCA Reuse Pond 1, VLC and its affiliates, as applicable, and VLC agrees to operate the Reclaimed Water storage and distribution systems in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to WUDD-SSU/SEWWCA, VLC and its affiliates. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to WUDD-SSU/SEWWCA or VLC and its affiliates that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield, other City disposal area or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

12) Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 9.5 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, or other City disposal areas, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

13) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Sprayfield or other City disposal area can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

1) The total quantity of reclaimed water reserved by the City from its Canal Street and Turnpike WWTPs will be limited to 1.5 MGD on an AADF basis. All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and the City.

(D) Fire and Life Support (Non-Transport)

1) The Developer and City agree that primary Fire Service within the Property, to include fire prevention and suppression, rescue services and life support (non-transport) ("Fire Service") shall be provided by the Village Center Community Development District, or its assigns (VCCDD) through The Villages Public Safety Department, pursuant to that certain separate Interlocal Agreement dated May 22, 2023, as amended and/or restated from time to time, between the City and VCCDD (the "Interlocal Agreement"). The City will contribute to the costs of VCCDD Fire Service within the Project pursuant to the Interlocal Agreement. Primary Fire Service in areas of the City outside the Project will be provided by the City, funded from sources other than assessments or taxes on parcels within the Project. The Developer and VCCDD shall be relieved of all responsibility for the provision of Fire Service within the Project during any period when the City does not provide funding to VCCDD pursuant to the Interlocal Agreement.

(E) Solid Waste Collection and Disposal Services

1) In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), a franchise as may be necessary for the provision of

such solid waste collection and disposal within the Property. The solid waste collection within the Property may be "single stream" recycling and plastic bags rather than containers.

(F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with (a) that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (as subsequently amended from time to time, the "SSUC Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC, and its assigns ("SSUC") two million (2,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"), and (b) that certain Agreement for Reservation and Provision of Wastewater Services dated July 26, 2021 (as amended from time to time, the "VDC Wastewater Agreement"), the City has reserved for the benefit of VLC affiliate The Villages Development Company, LLC, and its assigns ("VDC") one million (1,000,000) gallons per day of wastewater treatment capacity at the Turnpike Plant. The SSUC Wastewater Agreement and VDC Wastewater Agreement are referred to collectively as the "Wastewater Agreements". In accordance with the Wastewater Agreements, SSUC has already paid the City Six Million Dollars ($6,000,000.00) as provided for the SSUC Wastewater Agreement, and VDC shall pay the City Three Million Dollars ($3,000,000.00) as provided for in the VDC Wastewater Agreement (hereinafter, collectively, the "Wastewater Reservation Fees"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the total annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreements so long as such advanced credits do not exceed the Wastewater Reservation Fees.

2) Water System Capacity Impact Fee. Pursuant to (a) Ordinance 2014-37, adopted on August 9, 2021 (the "WUDD Ordinance"), the City granted a non-exclusive franchise to SSUC's utility purchaser and successor, Wildwood Utility Dependent District, a dependent district of the City of Wildwood ("WUDD"), and (b) Ordinance 24-24, adopted on June 10, 2024 (the "Private Utility Ordinance"), the City granted a non-exclusive franchise to VLC affiliates Gibson Place Utility Company, LLC ("GPU"), Okeehumkee Utility Company, LLC ("OU"), and Blue Goose Utility Company, LLC ("BGU"), each to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property. The WUDD Ordinance and Private Utility Ordinance are referred to collectively as the "Ordinances". In accordance with such Ordinances, WUDD, GPU, OU, and BGU shall provide potable water to the Property under the franchises granted by the City. Since potable water will be provided to the Property through such utilities under the Ordinances, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property.

(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached **EXHIBIT 9**, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

(J) Community Development District (CDD) Or Other Municipal Taxing District

1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

(K) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Lake County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria along with The Villages Construction and Development Manual to establish the development standards that apply to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

VI. GOVERNING LAWS AND POLICIES. The Project is governed by this Agreement and the City of Leesburg Code of Ordinances for the duration of this Agreement. The City of Leesburg Code of Ordinances applicable to the Project are those in effect as of October 24, 2022. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to VLC offices or by certified mail, return receipt requested. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Development Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the required comprehensive plan amendment goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior 163 agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be The Villages Land Company, LLC. Only the Master Developer or its assigns may seek an amendment to this Agreement and no consent of the other property owners within the Project shall be required. All property owners within the Project shall receive notice of any proposed amendments pursuant to Section 163.3225, Florida Statutes.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749

With copy to:

City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Master Developer:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
7580 Middleton Drive
Middleton, Florida 34762

Brandon Matulka, Manager
The Villages Land Company, LLC
MS#2234 7580 Middleton Drive
Middleton, Florida 34762

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2026 and _____, 2026.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

WITNESSES:

_____
(Witness Signature)

_____
(Witness Printed Name)

_____
(Witness Signature)

_____
(Witness Printed Name)

THE VILLAGES LAND COMPANY, LLC

By: VDC Manager, LLC, its Manager

By: _____
Brandon Matulka, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by means of physical presence, by Brandon Matulka as Manager of VDC Manager, LLC, Manager of The Villages Land Company, LLC, who is personally known to me.

_____
Notary Public

_____
Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By:_____
MAYOR

_____
Date

ATTEST:

_____
ANDI PURVIS, CLERK

Approved as to Form:

_____
CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description and Location Map
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis and Supplemental Documents
Exhibit 7	Facility Location Map
Exhibit 8	Reclaimed Water Operational Control Strategy
Exhibit 9	Franchise Agreement Form Detail
Exhibit 10	Building Permitting and Inspection Service Delivery Agreement
Exhibit 11	Development Permitting

EXHIBIT 1

LEGAL DESCRIPTION AND LOCATION MAP

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS AND SUPPLEMENTAL DOCUMENTS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

THE VILLAGES OF WEST LAKE AREA B
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2026~~4~~, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC" and sometimes as "Developer", or "Master Developer" as hereafter described including its affiliates), whose mailing address is ~~3619 Kiessel Road, The Villages, Florida 32163~~7580 Middleton Drive, Middleton, Florida 34762 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as "City" or "Leesburg"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, ~~T~~the Villages of Sumter Development of Regional Impact (DRI), the Villages of Marion Florida Quality Development (FQD), ~~the~~ Tri-County Villages DRI, the Villages of Fruitland Park DRI, ~~T~~the Villages of Wildwood DRI, ~~The~~ Village of Fenney, ~~T~~the Villages of Southern Oaks and ~~T~~the Villages of West Lake are together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages has been developed as a self-contained predominately age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with significant residential, recreational and non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

WHEREAS, the properties within the existing portions of The Villages are proceeding to buildout; and

WHEREAS, VLC and its affiliates, have acquired property in south Leesburg that has been designated Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of West Lake (herein after referred to as the "Property" or the "Project"); and

WHEREAS, the City's Comprehensive Plan includes Future Land Use Element Policy 1.1.6 which is a site-specific policy that establishes development requirements for the Project. Policy 1.1.6 refers to The Villages of West Lake Area B Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with VLC; and

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WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in The Villages communities; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area B is identified in **EXHIBIT 1**; and

WHEREAS, this Agreement is solely for Area B with a legal description and location map sketch attached as **EXHIBIT 1.** The Property may in the future, be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is needed to establish standards for how Area B and other areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 123, 2018, andalong with subsequent amendments adopted on November 13, 2018, February 24, 2020, December 14, 2020, FebruaryMarch 13, 2023, and May June 1310, 2024, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

WHEREAS, VLC, or an affiliate, may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) provide assurances that VLC will be able to rely on for the life of this Agreement regarding certain development rights as identified herein; and

~~**WHEREAS**, the Chapter 163 Public Facilities Agreement between VLC and the City which was approved through Resolutions 10,287, 11,192 and 11,350 is terminated; and~~

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

WHEREAS, the City and VLC have agreed on a term of thirty (30) years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and VLC for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Leesburg the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing;

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The property subject to this Agreement is shown by a location map, a sketch of the property and legal description in attached and incorporated as **EXHIBIT 1.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The future land use and zoning designation of the Property is ARD. The City has also adopted Future Land Use Policy 1.1.6 which is a site-specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA B PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	6,185 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	550,000

(B) Entitlements and Conversion Matrix.

1) The Area B Project Entitlements are shown in **TABLE 1.**

2) The **TABLE 1** entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

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3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.

4) VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in **TABLE 1** above for Area B. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior written authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

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5) VLC may transfer entitlements to and from Area B to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of VLC, entering into a separate 163 Agreement for future land. If additional property is added, either through an amendment to this Agreement or at the election of VLC, a new development agreement, VLC will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in **EXHIBIT 4**, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

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2) Agricultural. The Property has historically been used for agricultural activities and VLC may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan and vertical construction commences. For purposes of this Agreement, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City.

There may be numerous Site Plans on the Property so if a Site Plan is approved for one area and vertical construction commences, then agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project. Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

4) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses.

5) Mining. Mining within the Project is a permitted use. The Developer must receive the required FDEP and SWFWMD permits as applicable prior to construction and provide copies to the City prior to construction. The mining operation does not require approval from the City.

6) Additional Land Uses. Additional land uses other than those permitted under the Comprehensive Plan require approval by the City through an amendment to the City's Comprehensive Plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the Comprehensive Plan amendment process.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis (see **EXHIBIT 6**) was the following:

~~1.~~ a) No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.

~~2.~~ b)The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

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2) Concurrency Reservation. Pursuant to Capital Improvement Element Policy 1.8.7, the City agrees to reserve traffic concurrency for roadways within the City of Leesburg, for the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis (see **EXHIBIT 6**).

3) Traffic Assumptions. The City agrees that VLC may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by Florida Department of Transportation (FDOT) for The Villages. These analysies showed a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

b) VLC may assume that the City will permit VLC in the future to assume the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis are approved (see **EXHIBIT 6**).

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least thirty (30) days in advance of using the Conversion Table with no approval required by the City.

5) New Traffic Analysis. If VLC proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 5. of this Agreement and conversions pursuant to Section IV (A) 4. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

6) Transportation Modes. VLC will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' ~~DRI's~~ in order to provide for golf cart access and other modes of transportation for the purpose of reducing reliance on automobiles.

7) VLC acknowledges that development on the Property will be subject to Lake County's impact fee ordinances and also any agreements entered into between VLC and its affiliates, and the County for credits against such ordinances.

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulations, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and

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109, Leesburg Code of Ordinances, such roads and rights-of-ways will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the rights-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and rights-of-ways will not include maintenance for landscaping or stormwater, which will be performed by VLC, a community development district (CDD), defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such rights-of-ways shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Reclaimed Water – Current Allocation. Wildwood Utility Dependent District (WUDD) took over the reclaimed water responsibilities of South Sumter Utility Company, LLC (SSU) and Southeast Wildwood Water Conservation Authority (SEWWCA) and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references.

The Reclaimed Water section and all figures and values contained within apply to the Property collectively as defined in this agreement. Similar language is reflected in both the VOWL A and B Development Agreements for consistency.

1) The City's collective wastewater treatment plants' generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers with reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated ~~private~~ utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. VLC, at its discretion, may also divert reuse water to WUDD-SEWWCA, Blue Goose Water Conservation Authority (BGWCA), Okeehumkee Water Conservation Authority (OWCA), ~~or~~ Gibson Place Water Conservation Authority (GPWCA), or other water conservation authorities affiliated with VLC as needed. ~~-~~In the event that reuse water is delivered to VLC ~~BGWCA, OWCA or GPWCA~~affiliates, the City and VLC agree to implement an operations strategy that is acceptable to both parties. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter referred to as "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 8.0~~6.50~~ million gallons per day (MGD) on an annual average daily flow basis (~~"~~AADF~~"~~) to supply such irrigation water to its customers including this Property for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, or other City disposal area. The City also acknowledges that it shall not deliver more than 14.0 MG

in any 24-hour period or an average delivery that exceeds 11.0 MGD in any 7-day period to VLC and its affiliates unless expressly approved in writing by VLC representatives. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis ("MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 8.06.50 MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, or other City disposal area, and such action may result in the amount supplied to VLC to exceed 8.06.50 MGD AADF. Reclaimed water generated from the City's wastewater treatment plants (WWTP)s above a total capacity of 8.06.5 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 8.06.50 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

3)New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 3.52.5 MGD at the City's Canal Street WWTP or 6.04.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

1. 4)Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see **EXHIBIT 7**) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

a.)Annual Flow to VLC (AADF) During Wet Weather Period:

The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 9.58.0 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

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~~b.~~ b)Maximum Month Flow to VLC (MADF) During Wet Weather Period:

The most recent monthly average daily flow to all City WWTPs up to a maximum of 9.5~~8.0~~ MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than one (1) month in any ~~12 month~~12-month period.

~~c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD~~

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~~2~~5).In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield, or other City disposal area, because of a Wet Weather Event, the days of discharge ~~to the South Sprayfield~~ will not be included in the calculations of Section IV.(B)2).

~~3.~~ 6)The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 8.0~~6.50~~ MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

~~4.~~ 7)Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

~~(a)~~ a)The City shall reimburse VLC for exceedances of both the AADF and MMADF basis for an amount equal to the result of the formula of:

i. Average Annual Daily Flow Basis (AADF)

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Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield or other City disposal area because of a Wet Weather Event, the days of discharge to the South Sprayfield or other City disposal area will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. The City shall provide separate records of all discharges during the Wet Weather Event.

~~(b)~~ b)Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

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~~5.~~ 8)The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South S~~s~~prayfield or other City disposal area, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by Florida Department of Environmental Protection (FDEP) permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

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9)The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

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~~3~~10)~~)~~ Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the WUDD-SSU/SEWWCA ponds, to ~~BGWCA, OWCA or GPWCA~~VLC and its affiliates or to the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the ~~Florida Department of Environmental Protection~~FDEP, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street ~~Wastewater Treatment Plant ("~~WWTP~~")~~ to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the WUDD-SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

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11)~~4)~~ Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in WUDD-SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. If reuse water is delivered to ~~BGWCA, OWCA or GPWCA~~VLC and its affiliates, the City and VLC agree to implement an operations strategy that is acceptable to both parties. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the WUDD-SSU/SEWWCA Reuse Pond 1, ~~BGWCA, OWCA and GPWCA~~VLC and its affiliates, as applicable, and VLC agrees to operate the Reclaimed Water storage and distribution systems in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to WUDD-SSU/SEWWCA, ~~BGWCA, OWCA or GPWCA~~VLC and its affiliates. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to WUDD-SSU/SEWWCA~~, BGWCA, OWCA or GPWCA~~ or VLC and its affiliates that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield, other City disposal area or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

12)~~5)~~ Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 9.5~~8.0~~ MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, or other City disposal areas, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

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13)~~6)~~ Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray~~f F~~ield or other City disposal area can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

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(C) Reclaimed Water – Future Allocation

1) The total quantity of reclaimed water reserved by ~~Leesburg~~the City from its Canal Street and Turnpike ~~Wastewater Treatment Plants~~WWTPs will be limited to 1.5 MGD on an ~~annual average daily flow~~ AADF basis ~~(AADF)~~. All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and ~~Leesburg~~the City.

(D) Fire and Life Support (Non-Transport)~~Emergency Medical Service~~

1) The Developer and City agree that primary Fire ~~and Emergency Medical~~ Service within the Property, to include fire prevention and suppression, rescue services and life support ~~emergency medical services~~ (non-transport) ("Fire Service") shall be provided by the Village Center Community Development District, or its assigns ("~~"~~VCCDD"~~"~~) through The Villages Public Safety Department, pursuant to that certain~~a~~ separate Interlocal Agreement dated May 22, 2023, as amended and/or restated from time to time, between the City and VCCDD~~. The City agrees that~~ (the "Interlocal Agreement")~~Leesburg Fire Assessment Fee, as applicable,~~. The City will contribute to the costs of VCCDD Fire Service within the Project pursuant to ~~shall be the same as~~ the Interlocal Agreement. Primary Fire Service in areas of ~~Leesburg Fire Assessment Fee imposed by~~ the City outside ~~of~~ the Project will be provided by the City, funded ~~and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made~~ from sources other than assessments or taxes on parcels within the Project. The Developer and VCCDD shall be relieved of all responsibility for the provision of Fire Service within the Project during any period when the City does not provide funding to VCCDD pursuant to the Interlocal Agreement.~~revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.~~

(E) Solid Waste Collection and Disposal Services

1) In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company-(ies), a franchise as may be necessary for the provision of such solid waste collection and disposal within the Property. The solid waste collection within the Property may be "single stream" recycling and plastic bags rather than containers.

(F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

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1) ~~Wastewater Collection and Treatment Impact Fee Credit. Managed in accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement") and its subsequent amendments. In accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017~~July 26, 2021 ~~(the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC ("SSUC")~~WUDD SSU ~~three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement,~~ WUDD ~~SSUC shall pay the City Nine Million Dollars ($9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits dto not exceed the Wastewater Reservation Fee.~~ 1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with (a) that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (as subsequently amended from time to time, the "SSUC Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC, and its assigns ("SSUC") two million (2,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"), and (b) that certain Agreement for Reservation and Provision of Wastewater Services dated July 26, 2021 (as amended from time to time, the "VDC Wastewater Agreement"), the City has reserved for the benefit of VLC affiliate The Villages Development Company, LLC, and its assigns ("VDC") one million (1,000,000) gallons per day of wastewater treatment capacity at the Turnpike Plant. The SSUC Wastewater Agreement and VDC Wastewater Agreement are referred to collectively as the "Wastewater Agreements". In accordance with the Wastewater Agreements, SSUC has already paid the City Six Million Dollars ($6,000,000.00) as provided for the SSUC Wastewater Agreement, and VDC shall pay the City Three Million Dollars ($3,000,000.00) as provided for in the VDC Wastewater Agreement (hereinafter, collectively, the "Wastewater Reservation Fees"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the total annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreements so long as such advanced credits do not exceed the Wastewater Reservation Fees.

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2) Water System Capacity Impact Fee. Pursuant to (a) Ordinance 2014-37, adopted on August 9, 2021 (the "WUDD Ordinance"), the City granted a non-exclusive franchise to SSUC's utility purchaser and successor, Wildwood Utility Dependent District, a dependent district of the City of Wildwood ("WUDD"), and (b) Ordinance 24-24, adopted on June 10, 2024 (the "Private Utility Ordinance"), the City granted a non-exclusive franchise to VLC affiliates Gibson Place Utility Company, LLC ("GPU"), Okeehumkee Utility Company, LLC ("OU"), and Blue Goose Utility Company, LLC ("BGU"), each to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property. The WUDD Ordinance and Private Utility Ordinance are referred to collectively as the "Ordinances". In accordance with such Ordinances, WUDD, GPU, OU, and BGU shall provide potable water to the Property under the franchises granted by the City. Since potable water will be provided to the Property through such utilities under the Ordinances, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property.

~~2) Water System Capacity Impact Fee. Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the "Ordinance"), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, WUDD SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLCWUDD SSU is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.~~

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(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

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(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

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1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached **EXHIBIT 9**, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

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(J) Community Development District ("CDD") Or Other Municipal Taxing District

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1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

(K) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Lake County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria along with The Villages Construction and Development Manual to establish the development standards that apply

to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

VI. GOVERNING LAWS AND POLICIES. The Project is governed by this Agreement and the City of Leesburg Code of Ordinances for the duration of this Agreement. The City of Leesburg Code of Ordinances applicable to the Project are those in effect as of October 24, 2022. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to VLC offices or by certified mail, return receipt requested. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Development Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement. The failure of this Agreement to address a particular permit,

condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the required comprehensive plan amendment goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior 163 agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be The Villages Land Company, LLC. Only the Master Developer or its assigns may seek an amendment to this Agreement and no consent of the other property owners within the Project shall be required. All property owners within the Project shall receive notice of any proposed amendments pursuant to Section 163.3225, Florida Statutes.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out

the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749

With copy to:

City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Master Developer:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
~~3619 Kiessel Road~~
~~The Villages, Florida 32163~~
7580 Middleton Drive
Middleton, Florida 34762

~~Martin L. Dzuro~~Brandon Matulka, Manager
The Villages Land Company, LLC
MS#22345~~.~~ 7580 Middleton Drive
Middleton, Florida 34762
~~3619 Kiessel Road~~
~~The Villages, Florida 32163~~

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2026~~4~~ and _____, 2026~~4~~.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

WITNESSES:	**THE VILLAGES LAND COMPANY, LLC**
_____	By: VDC Manager, LLC ~~TVL Company, LLC,~~
its Manager (Witness Signature)	
_____	By: _____
(Witness Printed Name)	~~Martin L. Dzuro~~Brandon Matulka, Manager
	Date: _____
_____	
(Witness Signature)	
_____	
(Witness Printed Name)	

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2026~~4~~ by means of physical presence, by ~~Martin L. Dzuro~~Brandon Matulka as Manager of ~~TVL Company~~VDC Manager, LLC, Manager of The Villages Land Company, LLC, who is personally known to me.

_____
Notary Public

_____
Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By:_____
MAYOR

ATTEST: _____
Date

_____
ANDI PURVIS, CLERK

Approved as to Form:

_____
CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description and Location Map
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis and Supplemental Documents
Exhibit 7	Facility Location Map
Exhibit 8	Reclaimed Water Operational Control Strategy
Exhibit 9	Franchise Agreement Form Detail
Exhibit 10	Building Permitting and Inspection Service Delivery Agreement
Exhibit 11	Development Permitting

EXHIBIT 1

LEGAL DESCRIPTION AND LOCATION MAP

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

PERMITTED USES IN THE VILLAGES OF WEST LAKE

1. **PURSUANT TO FUTURE LAND USE POLICY 1.1.1:**
    a. RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
    b. NON-RESIDENTIAL INCLUDING MEDICAL CAMPUS AND TOWN CENTER.

2. **PURSUANT TO FUTURE LAND USE ELEMENT Objective 1.1K:**

    a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
    b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, INDEPENDENT LIVING FACILITY, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY, HOSPICE AND OTHER SIMILAR USES
    c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL/RECREATIONAL INCLUDING BUT NOT LIMITED TO CIVIC AND COMMUNITY FACILITIES, STORMWATER FACILITIES, WASTEWATER, WATER TREATMENT PLANTS AND WELL SITE, RECREATION, PARKS, GOLF COURSE, MULTI-USE TRAILS AND OTHER SIMILAR USES
    d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CONTINUING CARE RETIREMENT COMMUNITY (CCRC) AND OTHER SIMILAR USES

3. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:**

    a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE AND COMMUNITY FARMING, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
    b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING ARE PERMITTED ON UNDEVELOPED LAND, BEFORE URBAN DEVELOPMENT COMMENCES PROVIDED SUCH ACTIVITIES ARE NOT IN CONFLICT WITH THE CITY'S COMPREHENSIVE PLAN. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVICULTURAL, FARMING AND ANIMAL HUSBANDRY.
    c. MINING (SEE SECTION III (A) 5) CONTAINED WITHIN THIS AGREEMENT).
    d. COMMUNITY SUPPORT DISTRICT

4. WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS

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EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS AND SUPPLEMENTAL DOCUMENTS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND
INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: September 14, 2026

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, amending and restating Ordinance No. 24-25, as amended by Ordinance No. 25-40; providing a short title; providing findings and intent; granting a non-exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns ("Franchisee"); a Franchise for a period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchise shall operate; amending the Franchise territory; amending notice provisions; providing for conflict and severability; and providing an effective date.

Staff Recommendation:
Conduct first reading of the ordinance and set second reading and public hearing for September 28, 2026.

Analysis:
This ordinance continues all the agreements previously approved for The Villages area currently and recently approved.

Procurement Analysis:
N/A

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

Fiscal Impact:
This is a future revenue item.

ORDINANCE NO. ~~2426~~-____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING AND RESTATING ORDINANCE NO. 24-25, AS AMENDED BY ORDINANCE NO. 25-40; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING A NON-EXCLUSIVE FRANCHISE TO TRI-COUNTY SANITATION, LLC, AND ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted a non-exclusive solid waste collection and disposal franchise to Owner's affiliate, Tri-County Sanitation, LLC ("Tri-County"), pursuant to Ordinance No. ~~20-14~~20-14 and Ordinance No. 24-25, as amended by Ordinance No. 25-40 (the "Prior Ordinance"); and

~~**WHEREAS**, the Prior Ordinance also granted non-exclusive franchises to Owner's other affiliates for water, wastewater, irrigation, and reclaimed water; and~~

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property (as defined herein), and in connection with that prior and future development, Tri-County has provided, and will continue to provide solid waste collection and disposal services to customers within the Leesburg Property, and has established a consistent track record of quality and efficient services; and

~~**WHEREAS**, in order to keep solid waste collection and disposal franchises separate from water, wastewater, irrigation, and reclaimed water franchises, the City is, on or about the same date as this Ordinance, amending and restating the Prior Ordinance to limit it to water, wastewater, irrigation, and reclaimed water services; and~~

WHEREAS, Owner has requested that the City grant, and the City wishes to grant, a non-exclusive franchise specifically for solid waste collection and disposal to Tri-County to serve the Leesburg Property ~~by this separate Ordinance, all for easier administration and consistency; and~~ ; and

WHEREAS, it is in the best interest of the City to provide a non-exclusive franchise to ~~Owner's affiliate,~~ Tri-County~~, all~~ to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is the intent of the City that as additional land is added to the Leesburg Property, the City will approve further amendments to the Prior Ordinance expanding the boundary; and

WHEREAS, the City has considered a request submitted by Tri-County to amend certain terms of the Franchise granted to Tri-County pursuant to the Prior Ordinance; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal ~~impact~~impacts to the City infrastructure~~.~~; and

WHEREAS, after due deliberation and full consideration the City has determined to amend and restate the Prior Ordinance which granted a franchise to Tri-County to provide solid waste collection and disposal services to the Leesburg Property, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. ~~**SECTION 1.**~~ **SHORT TITLE.** This Ordinance shall be known and may be cited as the "Amended and Restated Villages ARD Solid Waste Franchise Ordinance."

~~**SECTION 2.**~~

SECTION 2. **FINDINGS AND INTENT.** The City Commission makes the following findings and intent:

~~(a)~~

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

~~(b)~~

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve solid waste collection and disposal services to that certain real property located in the City of Leesburg being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Leesburg Property").

~~(c)~~

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

~~(d)~~

(d) The Leesburg Property is currently located within the City's exclusive solid waste collection and disposal area.

~~(e)~~

(e) The City Commission has considered a request submitted by the proposed Franchisee to provide solid waste collection and disposal services to serve the Leesburg Property.

~~(f)~~

(f) The aforesaid rights-of-way to be used by the Franchisee are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

~~(g)~~

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

~~(h)~~

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

~~(i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee to provide such services, subject to the terms and conditions set forth below.~~

~~(j)~~

(i) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

~~**SECTION 3.**~~

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) ~~(a)~~ The term "City" shall mean the City of Leesburg, Florida.

(b) ~~(b)~~ The term "Curbside Recycling and Yard Waste Services" may include yard trash, clean debris, and recycling materials.

(c) ~~(c)~~ The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Solid Waste Collection Services within the Franchise Territory.

(d) ~~(d)~~ The term "Franchisee" shall mean Tri-County Sanitation, LLC, a Florida limited liability company, including employees, servants, partners, principals, and agents, or any entity who is assigned the franchise rights of Tri-County Sanitation, LLC, in accordance with this Ordinance.

(e) ~~(e)~~ The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Solid Waste Franchise Ordinance, as passed and adopted by the City and accepted by the Franchisee.

(f) ~~(f)~~ The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in Exhibit "A~~", attached hereto and incorporated herein, together with such other areas within the City incorporated within the community generally known as "The Villages" and "Middleton", as described in various The Villages of Southern Oaks Development Agreements entered into between the City and Franchisee's affiliate, The Villages Land Company, LLC, and/or The Villages Development Company, LLC, and~~" attached hereto and incorporated herein, which area includes the Leesburg Property and certain public right-of-way located adjacent to the Leesburg Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the ~~area of the City subject to this agreement. As such additional areas within the City are included within "The Villages" and "Middleton", the City Commission and the Franchisee shall enter into an amendment to this Ordinance by amending the Franchise Territory to include the additional portion of the City brought within "The Villages" and "Middleton".~~Franchise Territory; and (iii) any other property that

may be approved by the City from time to time for development as part of the Villages ARD Development, provided such additional property must be added as an amendment to this ~~f~~Franchise by ordinance.

(g) ~~(g)~~ The term "Operating Revenues" shall mean all user fees collected by Franchisee from the Solid Waste Collection Services by the Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits or other non-user fees or charges not derived from the operation of the solid waste collection activities.

(h) ~~(h)~~ The term "Solid Waste and Garbage Collection Service" may include garbage, refuse, white goods, or other discarded material, including solid or semisolid material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(i) ~~(i)~~ The term "Solid Waste Collection Services" shall mean the Curbside Recycling and Yard Waste Services and Solid Waste and Garbage Collection Service.

SECTION 4. ~~SECTION 4.~~ **AUTHORITY.** This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2023).

~~**SECTION 5.**~~

SECTION 5. **GRANT OF AUTHORITY.** There is hereby granted by the City to the Franchisee the exclusive right, privilege, and franchise to operate the Solid Waste Collection Services within the Franchise Territory.

~~**SECTION 6.**~~

SECTION 6. **NATURE OF FRANCHISE; POWERS RETAINED BY CITY.** Once this Franchise becomes final, it shall be deemed both a contract and legislative act as provided under Florida law. This Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of this Franchise is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. The Franchisee shall, at all times, during the life of this Franchise, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide.

SECTION 7. ~~SECTION 7.~~ **INDEMNIFICATION; INSURANCE.**

(a) ~~(a)~~ Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses,

fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) ~~(b)~~ Franchisee, or its subcontractor, shall procure and maintain, for the duration of this Franchise, insurance for the Solid Waste Collection Services of the types and limits specified below:

1) ~~1)~~ The Franchisee, or its subcontractor, shall not commence work under this Franchise Agreement until Franchisee has obtained all insurance required under and such insurance coverage has been approved by the City, nor shall the Franchisee allow any subcontractor or sub-subcontractor to commence work on subcontracts or sub-subcontracts until similar insurance of the subcontractor or sub-subcontractor has been obtained and approved in writing by the City. All insurance required by this Section shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to the City. All insurance shall be issued by companies rated by A. H. Best's Rating Guide as A+ or better with a financial quality rating of VII or better. Insurance shall not be claims made insurance but shall be occurrence based.

2) ~~2)~~ The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at the Franchisee's own expense, Workers' Compensation Insurance for all his employees, who are employed in connection with the work, and in case the work is sublet or sub-sublet, the Franchisee shall require the subcontractor or sub-subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Franchisee. In case any class of employees engaged in hazardous work under this Franchise Agreement are not protected under the Workers' Compensation Statute, the Franchisee shall provide and shall cause each subcontractor or sub-subcontractor to provide adequate insurance coverage for the workers' compensation protection of his employees not under or otherwise protected.

3) ~~3)~~ The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at its own expense, such public liability and property damage insurance, with the City being named as an additional insured, as shall protect the Franchisee and any subcontractor or sub-subcontractor performing work covered by this Franchise Agreement, from claims for property damage, which may arise from operations under this Franchise Agreement, whether such operations be by itself or by a subcontractor or sub-subcontractor, or anyone directly employed by the Franchisee, or subcontractor, or sub-subcontractor and the amount of such insurance shall be as follows:

i. ~~i.~~ Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an

"occurrence" basis insuring the Franchisee and any other interests, including but not limited to any associated or subsidiary companies involved in the work, with limits of $5,000,000 per occurrence and in the aggregate.

ii. ~~ii.~~ Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Franchisee or in any way connected with the work which is the subject of this Franchise Agreement. The insurance shall include coverage for owned, hired, and non-owned vehicles. THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability shall be a combined single limit for bodily injury and property damage of no less than $2,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000.

4) ~~4)~~ The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisee shall have the right to present any information that it deems relevant to the City Commission's determination regarding the same.

SECTION 8. ~~SECTION 8.~~ **SERVICE STANDARDS.** Franchisee shall maintain and operate its Solid Waste Collection Services and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisee's operations.

SECTION 9. ~~SECTION 9.~~ **PAYMENTS TO THE CITY.**

(a) ~~(a)~~ Since the City is responsible for the cost of billing, accounting, and bad debt expense on all other solid waste collection franchise agreements of the City, and the Franchisee pursuant to this Franchise Agreement shall perform all such billing, collection, accounting, and assume liability for bad debt expense, a lower Franchise rate is both fair and justifiable. In consideration for the granting of this Franchise, the Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of Franchisee's annual gross Operating Revenues taken in and received by it for providing all aspects of Solid Waste Collection Services to its Customers within the Franchise Territory, as now or hereafter constituted. The Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving Solid Waste Collection Services as a line item on its retail bills. The Franchisee may not incorporate any franchise fee into its other rates for service.

(b) ~~(b)~~ The Franchisee shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee within twenty (20) days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) ~~(c)~~ The Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) ~~(d)~~ The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 10. ~~SECTION 10.~~ **RECORDS AND REPORTS.** The City or its designated representative shall have the right during the term of this Franchise to examine, at all reasonable business hours, all of Franchisee's plans, contracts, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, Franchisee shall provide directly to the City an annual summary report showing gross revenues received by Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to Franchisee's service within the City. The City may audit the financial records of the Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by Franchisee in accordance with this Ordinance at the City's initial expense. Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, the Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 11. ~~SECTION 11.~~ **RATES.** All rates and fees charged by Franchisee to both commercial and residential Customers of Solid Waste Collection Services prior to the Effective Date of this Franchise are hereby approved, and Franchisee may continue to charge such rates and fees. Increases to such rates and fees in accordance with the limitations contained herein shall not require further City approval.

(a) ~~(a)~~ Residential Rates. Franchisee may charge to residential Customers of Solid Waste Collection Services rates and fees that consist of a Collection Fee, a Disposal Fee, and a Fuel Fee.

1) Collection Fee. On October 1, 2024, the Collection Fee for residential accounts shall equal $23.00 per month. On October 1, 2025, and on every anniversary of

that date throughout the term of this Franchise (each, a "Fee Adjustment Date"), the Collection Fee may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index for All Urban Consumers, Not Seasonally Adjusted, or the Employment Cost Index for Total Compensation, All Civilian Workers, Not Seasonally Adjusted, each as published by the U.S. Department of Labor, or any combination thereof, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.

2) Disposal Fee. Franchise may charge to residential accounts as a Disposal Fee, only the amount that Franchisee actually pays to a non-affiliated, third-party solid waste subcontractor (a "Subcontractor") for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.

3) Fuel Fee. Franchise may charge to residential accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(b) ~~(b)~~ Commercial Rates. Commercial customer rates shall similarly consist of a Collection Fee, a Disposal Fee, and a Fuel Fee. On October 1, 2024, the solid waste rates for commercial accounts shall be as set forth in the attached **Exhibit "B"**.

1) Collection Fee. On October 1, 2025, and on every Fee Adjustment Date occurring thereafter, the Collection Fee for commercial accounts may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index, Urban Wage Earners and Clerical Workers, United States, South Urban, not Seasonally Adjusted, as published by the U.S. Department of Labor, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.

2) Disposal Fee. ~~Franchise~~Franchisee may charge to commercial accounts as a Disposal Fee, only the amount that Franchisee actually pays to a Subcontractor for disposal services. Increases to the Disposal Fee shall be subject to these limitations

(i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.

3) Fuel Fee. Franchise may charge to commercial accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(c) ~~(c)~~ In addition to permitted rate increases as set forth above, if performance of Solid Waste Collection Services is made unreasonably impractical, unreasonably difficult, or excessively costly as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, governmental action, pandemic or other occurrences, beyond Franchisee's and its Subcontractor's reasonable control, and Franchisee's Subcontractor passes additional costs through to Franchisee, Franchisee may further pass those increased costs along to Customers. Franchisee shall endeavor in good faith to limit any such increases to only those necessary to make Subcontractor whole, and only to the period during which such unforeseen occurrences persist.

(d) ~~(d)~~ Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of Solid Waste Collection Services.

SECTION 12. ~~SECTION 12.~~ **TRANSFER OR ENCUMBRANCE OF FRANCHISE.** Franchisee may not assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee; (ii) any assignment of Franchisee's franchise rights to the Community Development District that has been created pursuant to Section 190, Florida Statutes or a Special District created pursuant to Section 189, Florida Statutes, for the Property; and (iii) any collateral assignment of Franchisee's franchise rights to any lender as part of any financing placed on all or part of the Property, provided that any change in ownership resulting from a collateral assignment to a lender shall not become absolute until approved by the City, as evidenced by an ordinance. Franchisee shall be released from all obligations set forth in this ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee.

SECTION 13. ~~SECTION 13.~~ **FORFEITURE OF FRANCHISE; NON-COMPLIANCE.** In the event of a material default by Franchisee with respect to its obligations under this ordinance, the City

shall provide written notice of such default to Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against Franchisee for specific performance of its obligations under this ordinance; (ii) to file an action against Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise.

SECTION 14. ~~**SECTION 14.**~~ **TERM OF FRANCHISE.** This Franchise and the rights herein granted shall take effect after final passage of this ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 15 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 15 below. As additional areas are brought within the Franchise Territory, the amendment to this Franchise Agreement shall extend the term of the Franchise to thirty (30) years from the effective date of each such amendment.

SECTION 15. ~~**SECTION 15.**~~ **ACCEPTANCE.** This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 16. ~~**SECTION 16.**~~ **SEVERABILITY.** Should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 17. ~~**SECTION 17.**~~ **GOVERNING LAW AND VENUE.** The rights and privileges granted to Franchisee by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida.

SECTION 18. ~~**SECTION 18.**~~ **NOTICES.** Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean

Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays ~~accepted~~excepted. All notices shall be addressed as follows:

As To City:	City of Leesburg Attn: Al Minner City Manager 501 W. Meadow Street Leesburg, FL 34749
With Copy to:	Stone & Gerken, P.A. Attn: William Grant Watson, Esq. 4850 N. Highway 19A Mount Dora, FL 32757
As To Franchisee:	Tri-County Sanitation, LLC Attn: ~~Robert L. Chandler IV~~Brandon Matulka ~~3619 Kiessel Road~~ ~~The Villages, FL 32163~~ 7580 Middleton Drive Middleton, Florida 34762
With Copy to:	Tri-County Sanitation, LLC Attn: Legal Department ~~3619 Kiessel Road~~ ~~The Villages~~7580 Middleton Drive Middleton, Florida ~~32163~~34762

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 19. ~~**SECTION 19.**~~ **NON-WAIVER PROVISION.** The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 20. ~~**SECTION 20.**~~ **COMPLETE AGREEMENT.** This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 21. ~~**SECTION 21.**~~ **AMENDMENTS TO FRANCHISE AGREEMENT.** Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 22. ~~SECTION 22.~~ **ORDINANCES REPEALED.** All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 23. ~~SECTION 23.~~ **EFFECTIVE DATE.** This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 14 and 15 hereinabove.

DONE AND ORDAINED this _____ day of _____, ~~2024~~2026, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

_____
~~James A. Burry, Jr.,~~Allyson Berry, Mayor

ATTEST:_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

TRI-COUNTY SANITATION, LLC,
a Florida limited liability company

BY: ~~TVL Company~~VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

Exhibit "A"

Leesburg Property and Franchise Territory

Exhibit "B"

Solid Waste Rates for Commercial Accounts

Size	4	4	4	4	4	4	4
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	$134.80	$269.59	$404.39	$539.17	$673.98	$808.75	$23.33
Disposal	$31.20	$62.39	$93.59	$124.79	$155.99	$187.19	
Fuel Surcharge	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total	$166.00	$331.98	$497.98	$663.96	$829.97	$995.94	$23.33
Size	6	6	6	6	6	6	6
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	$193.20	$325.16	$487.00	$649.61	$812.96	$975.58	$34.21
Disposal	$46.80	$93.59	$140.39	$187.19	$233.98	$280.78	
Fuel Surcharge	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total	$240.00	$418.75	$627.39	$836.80	$1,046.94	$1,256.36	$34.21
Size	8	8	8	8	8	8	8
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	$211.63	$408.00	$604.38	$800.77	$997.14	$1,193.52	$43.33
Disposal	$62.40	$124.79	$187.19	$249.58	$311.98	$374.37	
Fuel Surcharge	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total	$274.03	$532.79	$791.57	$1,050.35	$1,309.12	$1,567.89	$43.33

ORDINANCE NO. 26-____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING AND RESTATING ORDINANCE NO. 24-25, AS AMENDED BY ORDINANCE NO. 25-40; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING A NON-EXCLUSIVE FRANCHISE TO TRI-COUNTY SANITATION, LLC, AND ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted a non-exclusive solid waste collection and disposal franchise to Owner's affiliate, Tri-County Sanitation, LLC ("Tri-County"), pursuant to Ordinance No. 20-14 and Ordinance No. 24-25, as amended by Ordinance No. 25-40 (the "Prior Ordinance"); and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property (as defined herein), and in connection with that prior and future development, Tri-County has provided, and will continue to provide solid waste collection and disposal services to customers within the Leesburg Property, and has established a consistent track record of quality and efficient services; and

WHEREAS, Owner has requested that the City grant, and the City wishes to grant, a non-exclusive franchise specifically for solid waste collection and disposal to Tri-County to serve the Leesburg Property; and

WHEREAS, it is in the best interest of the City to provide a non-exclusive franchise to Tri-County to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is the intent of the City that as additional land is added to the Leesburg Property, the City will approve further amendments to the Prior Ordinance expanding the boundary; and

WHEREAS, the City has considered a request submitted by Tri-County to amend certain terms of the Franchise granted to Tri-County pursuant to the Prior Ordinance; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impacts to the City infrastructure; and

WHEREAS, after due deliberation and full consideration the City has determined to amend and restate the Prior Ordinance which granted a franchise to Tri-County to provide solid waste collection and disposal services to the Leesburg Property, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Amended and Restated Villages ARD Solid Waste Franchise Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve solid waste collection and disposal services to that certain real property located in the City of Leesburg being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Leesburg Property").

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(d) The Leesburg Property is currently located within the City's exclusive solid waste collection and disposal area.

(e) The City Commission has considered a request submitted by the proposed Franchisee to provide solid waste collection and disposal services to serve the Leesburg Property.

(f) The aforesaid rights-of-way to be used by the Franchisee are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(i) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Curbside Recycling and Yard Waste Services" may include yard trash, clean debris, and recycling materials.

(c) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Solid Waste Collection Services within the Franchise Territory.

(d) The term "Franchisee" shall mean Tri-County Sanitation, LLC, a Florida limited liability company, including employees, servants, partners, principals, and agents, or any entity who is assigned the franchise rights of Tri-County Sanitation, LLC, in accordance with this Ordinance.

(e) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Solid Waste Franchise Ordinance, as passed and adopted by the City and accepted by the Franchisee.

(f) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in Exhibit "A" attached hereto and incorporated herein, which area includes the Leesburg Property and certain public right-of-way located adjacent to the Leesburg Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the Franchise Territory; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Development, provided such additional property must be added as an amendment to this Franchise by ordinance.

(g) The term "Operating Revenues" shall mean all user fees collected by Franchisee from the Solid Waste Collection Services by the Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits or other non-user fees or charges not derived from the operation of the solid waste collection activities.

(h) The term "Solid Waste and Garbage Collection Service" may include garbage, refuse, white goods, or other discarded material, including solid or semisolid material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(i) The term "Solid Waste Collection Services" shall mean the Curbside Recycling and Yard Waste Services and Solid Waste and Garbage Collection Service.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2023).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to the Franchisee the exclusive right, privilege, and franchise to operate the Solid Waste Collection Services within the Franchise Territory.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Franchise becomes final, it shall be deemed both a contract and legislative act as provided under Florida law. This Franchise is subject to all franchises and permits heretofore granted by the City Commission to

use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of this Franchise is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. The Franchisee shall, at all times, during the life of this Franchise, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide.

SECTION 7. INDEMNIFICATION; INSURANCE.

(a) Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) Franchisee, or its subcontractor, shall procure and maintain, for the duration of this Franchise, insurance for the Solid Waste Collection Services of the types and limits specified below:

1) The Franchisee, or its subcontractor, shall not commence work under this Franchise Agreement until Franchisee has obtained all insurance required under and such insurance coverage has been approved by the City, nor shall the Franchisee allow any subcontractor or sub-subcontractor to commence work on subcontracts or sub-subcontracts until similar insurance of the subcontractor or sub-subcontractor has been obtained and approved in writing by the City. All insurance required by this Section shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to the City. All insurance shall be issued by companies rated by A. H. Best's Rating Guide as A+ or better with a financial quality rating of VII or better. Insurance shall not be claims made insurance but shall be occurrence based.

2) The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at the Franchisee's own expense, Workers' Compensation Insurance for all his employees, who are employed in connection with the work, and in case the work is sublet or sub-sublet, the Franchisee shall require the subcontractor or sub-subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Franchisee. In case any class of employees engaged in hazardous work under this Franchise Agreement are not protected under the Workers' Compensation Statute, the Franchisee shall provide and shall cause each subcontractor or sub-subcontractor to provide adequate

insurance coverage for the workers' compensation protection of his employees not under or otherwise protected.

3) The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at its own expense, such public liability and property damage insurance, with the City being named as an additional insured, as shall protect the Franchisee and any subcontractor or sub-subcontractor performing work covered by this Franchise Agreement, from claims for property damage, which may arise from operations under this Franchise Agreement, whether such operations be by itself or by a subcontractor or sub-subcontractor, or anyone directly employed by the Franchisee, or subcontractor, or sub-subcontractor and the amount of such insurance shall be as follows:

   i. Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Franchisee and any other interests, including but not limited to any associated or subsidiary companies involved in the work, with limits of $5,000,000 per occurrence and in the aggregate.

   ii. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Franchisee or in any way connected with the work which is the subject of this Franchise Agreement. The insurance shall include coverage for owned, hired, and non-owned vehicles. THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability shall be a combined single limit for bodily injury and property damage of no less than $2,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000.

4) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisee shall have the right to present any information that it deems relevant to the City Commission's determination regarding the same.

SECTION 8. SERVICE STANDARDS. Franchisee shall maintain and operate its Solid Waste Collection Services and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisee's operations.

SECTION 9. PAYMENTS TO THE CITY.

(a) Since the City is responsible for the cost of billing, accounting, and bad debt expense on all other solid waste collection franchise agreements of the City, and the Franchisee pursuant to this Franchise Agreement shall perform all such billing, collection, accounting, and assume liability for bad debt expense, a lower Franchise rate is both fair and justifiable. In consideration for the granting of this Franchise, the Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of Franchisee's annual gross Operating Revenues taken in and received by it for providing all aspects of Solid Waste Collection Services to its Customers within the Franchise Territory, as now or hereafter constituted. The Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving Solid Waste Collection Services as a line item on its retail bills. The Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisee shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee within twenty (20) days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) The Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 10. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of this Franchise to examine, at all reasonable business hours, all of Franchisee's plans, contracts, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, Franchisee shall provide directly to the City an annual summary report showing gross revenues received by Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to Franchisee's service within the City. The City may audit the financial records of the Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by Franchisee in accordance with this Ordinance at the City's initial expense. Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have

been paid or collected, the Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 11. RATES. All rates and fees charged by Franchisee to both commercial and residential Customers of Solid Waste Collection Services prior to the Effective Date of this Franchise are hereby approved, and Franchisee may continue to charge such rates and fees. Increases to such rates and fees in accordance with the limitations contained herein shall not require further City approval.

(a) Residential Rates. Franchisee may charge to residential Customers of Solid Waste Collection Services rates and fees that consist of a Collection Fee, a Disposal Fee, and a Fuel Fee.

1) Collection Fee. On October 1, 2024, the Collection Fee for residential accounts shall equal $23.00 per month. On October 1, 2025, and on every anniversary of that date throughout the term of this Franchise (each, a "Fee Adjustment Date"), the Collection Fee may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index for All Urban Consumers, Not Seasonally Adjusted, or the Employment Cost Index for Total Compensation, All Civilian Workers, Not Seasonally Adjusted, each as published by the U.S. Department of Labor, or any combination thereof, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.

2) Disposal Fee. Franchise may charge to residential accounts as a Disposal Fee, only the amount that Franchisee actually pays to a non-affiliated, third-party solid waste subcontractor (a "Subcontractor") for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.

3) Fuel Fee. Franchise may charge to residential accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(b) Commercial Rates. Commercial customer rates shall similarly consist of a Collection Fee, a Disposal Fee, and a Fuel Fee. On October 1, 2024, the solid waste rates for commercial accounts shall be as set forth in the attached **Exhibit "B"**.

1) Collection Fee. On October 1, 2025, and on every Fee Adjustment Date occurring thereafter, the Collection Fee for commercial accounts may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index, Urban Wage Earners and Clerical Workers, United States, South Urban, not Seasonally Adjusted, as published by the U.S. Department of Labor, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.

2) Disposal Fee. Franchisee may charge to commercial accounts as a Disposal Fee, only the amount that Franchisee actually pays to a Subcontractor for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.

3) Fuel Fee. Franchise may charge to commercial accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(c) In addition to permitted rate increases as set forth above, if performance of Solid Waste Collection Services is made unreasonably impractical, unreasonably difficult, or excessively costly as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, governmental action, pandemic or other occurrences, beyond Franchisee's and its Subcontractor's reasonable control, and Franchisee's Subcontractor passes additional costs through to Franchisee, Franchisee may further pass those increased costs along to Customers. Franchisee shall endeavor in good faith to limit any such increases to only those necessary to make Subcontractor whole, and only to the period during which such unforeseen occurrences persist.

(d) Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of Solid Waste Collection Services.

SECTION 12. TRANSFER OR ENCUMBRANCE OF FRANCHISE. Franchisee may not assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by

Franchisee; (ii) any assignment of Franchisee's franchise rights to the Community Development District that has been created pursuant to Section 190, Florida Statutes or a Special District created pursuant to Section 189, Florida Statutes, for the Property; and (iii) any collateral assignment of Franchisee's franchise rights to any lender as part of any financing placed on all or part of the Property, provided that any change in ownership resulting from a collateral assignment to a lender shall not become absolute until approved by the City, as evidenced by an ordinance. Franchisee shall be released from all obligations set forth in this ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee.

SECTION 13. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by Franchisee with respect to its obligations under this ordinance, the City shall provide written notice of such default to Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against Franchisee for specific performance of its obligations under this ordinance; (ii) to file an action against Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise.

SECTION 14. TERM OF FRANCHISE. This Franchise and the rights herein granted shall take effect after final passage of this ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 15 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 15 below. As additional areas are brought within the Franchise Territory, the amendment to this Franchise Agreement shall extend the term of the Franchise to thirty (30) years from the effective date of each such amendment.

SECTION 15. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 16. SEVERABILITY. Should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 17. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisee by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that

any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida.

SECTION 18. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City:	City of Leesburg Attn: Al Minner City Manager 501 W. Meadow Street Leesburg, FL 34749
With Copy to:	Stone & Gerken, P.A. Attn: William Grant Watson, Esq. 4850 N. Highway 19A Mount Dora, FL 32757
As To Franchisee:	Tri-County Sanitation, LLC Attn: Brandon Matulka 7580 Middleton Drive Middleton, Florida 34762
With Copy to:	Tri-County Sanitation, LLC Attn: Legal Department 7580 Middleton Drive Middleton, Florida 34762

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 19. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 20. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 21. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 22. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 23. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 14 and 15 hereinabove.

DONE AND ORDAINED this _____ day of _____, 2026, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

_____
Allyson Berry, Mayor

ATTEST:_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

TRI-COUNTY SANITATION, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

Exhibit "A"

Leesburg Property and Franchise Territory

Exhibit "B"

Solid Waste Rates for Commercial Accounts

Size	4	4	4	4	4	4	4
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	$134.80	$269.59	$404.39	$539.17	$673.98	$808.75	$23.33
Disposal	$31.20	$62.39	$93.59	$124.79	$155.99	$187.19	
Fuel Surcharge	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total	$166.00	$331.98	$497.98	$663.96	$829.97	$995.94	$23.33
Size	6	6	6	6	6	6	6
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	$193.20	$325.16	$487.00	$649.61	$812.96	$975.58	$34.21
Disposal	$46.80	$93.59	$140.39	$187.19	$233.98	$280.78	
Fuel Surcharge	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total	$240.00	$418.75	$627.39	$836.80	$1,046.94	$1,256.36	$34.21
Size	8	8	8	8	8	8	8
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	$211.63	$408.00	$604.38	$800.77	$997.14	$1,193.52	$43.33
Disposal	$62.40	$124.79	$187.19	$249.58	$311.98	$374.37	
Fuel Surcharge	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total	$274.03	$532.79	$791.57	$1,050.35	$1,309.12	$1,567.89	$43.33

ORDINANCE NO. 26-____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING AND RESTATING ORDINANCE NO. 24-25, AS AMENDED BY ORDINANCE NO. 25-40; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING A NON-EXCLUSIVE FRANCHISE TO TRI-COUNTY SANITATION, LLC, AND ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted a non-exclusive solid waste collection and disposal franchise to Owner's affiliate, Tri-County Sanitation, LLC ("Tri-County"), pursuant to Ordinance No. 20-14 and Ordinance No. 24-25, as amended by Ordinance No. 25-40 (the "Prior Ordinance"); and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property (as defined herein), and in connection with that prior and future development, Tri-County has provided, and will continue to provide solid waste collection and disposal services to customers within the Leesburg Property, and has established a consistent track record of quality and efficient services; and

WHEREAS, Owner has requested that the City grant, and the City wishes to grant, a non-exclusive franchise specifically for solid waste collection and disposal to Tri-County to serve the Leesburg Property; and

WHEREAS, it is in the best interest of the City to provide a non-exclusive franchise to Tri-County to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is the intent of the City that as additional land is added to the Leesburg Property, the City will approve further amendments to the Prior Ordinance expanding the boundary; and

WHEREAS, the City has considered a request submitted by Tri-County to amend certain terms of the Franchise granted to Tri-County pursuant to the Prior Ordinance; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impacts to the City infrastructure; and

WHEREAS, after due deliberation and full consideration the City has determined to amend and restate the Prior Ordinance which granted a franchise to Tri-County to provide solid waste collection and disposal services to the Leesburg Property, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Amended and Restated Villages ARD Solid Waste Franchise Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve solid waste collection and disposal services to that certain real property located in the City of Leesburg being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Leesburg Property").

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(d) The Leesburg Property is currently located within the City's exclusive solid waste collection and disposal area.

(e) The City Commission has considered a request submitted by the proposed Franchisee to provide solid waste collection and disposal services to serve the Leesburg Property.

(f) The aforesaid rights-of-way to be used by the Franchisee are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(i) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Curbside Recycling and Yard Waste Services" may include yard trash, clean debris, and recycling materials.

(c) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Solid Waste Collection Services within the Franchise Territory.

(d) The term "Franchisee" shall mean Tri-County Sanitation, LLC, a Florida limited liability company, including employees, servants, partners, principals, and agents, or any entity who is assigned the franchise rights of Tri-County Sanitation, LLC, in accordance with this Ordinance.

(e) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Solid Waste Franchise Ordinance, as passed and adopted by the City and accepted by the Franchisee.

(f) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in Exhibit "A" attached hereto and incorporated herein, which area includes the Leesburg Property and certain public right-of-way located adjacent to the Leesburg Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the Franchise Territory; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Development, provided such additional property must be added as an amendment to this franchise by ordinance.

(g) The term "Operating Revenues" shall mean all user fees collected by Franchisee from the Solid Waste Collection Services by the Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits or other non-user fees or charges not derived from the operation of the solid waste collection activities.

(h) The term "Solid Waste and Garbage Collection Service" may include garbage, refuse, white goods, or other discarded material, including solid or semisolid material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(i) The term "Solid Waste Collection Services" shall mean the Curbside Recycling and Yard Waste Services and Solid Waste and Garbage Collection Service.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2023).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to the Franchisee the exclusive right, privilege, and franchise to operate the Solid Waste Collection Services within the Franchise Territory.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Franchise becomes final, it shall be deemed both a contract and legislative act as provided under Florida law. This Franchise is subject to all franchises and permits heretofore granted by the City Commission to

use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of this Franchise is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. The Franchisee shall, at all times, during the life of this Franchise, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide.

SECTION 7. INDEMNIFICATION; INSURANCE.

(a) Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) Franchisee, or its subcontractor, shall procure and maintain, for the duration of this Franchise, insurance for the Solid Waste Collection Services of the types and limits specified below:

1) The Franchisee, or its subcontractor, shall not commence work under this Franchise Agreement until Franchisee has obtained all insurance required under and such insurance coverage has been approved by the City, nor shall the Franchisee allow any subcontractor or sub-subcontractor to commence work on subcontracts or sub-subcontracts until similar insurance of the subcontractor or sub-subcontractor has been obtained and approved in writing by the City. All insurance required by this Section shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to the City. All insurance shall be issued by companies rated by A. H. Best's Rating Guide as A+ or better with a financial quality rating of VII or better. Insurance shall not be claims made insurance but shall be occurrence based.

2) The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at the Franchisee's own expense, Workers' Compensation Insurance for all his employees, who are employed in connection with the work, and in case the work is sublet or sub-sublet, the Franchisee shall require the subcontractor or sub-subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Franchisee. In case any class of employees engaged in hazardous work under this Franchise Agreement are not protected under the Workers' Compensation Statute, the Franchisee shall provide and shall cause each subcontractor or sub-subcontractor to provide adequate

insurance coverage for the workers' compensation protection of his employees not under or otherwise protected.

3) The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at its own expense, such public liability and property damage insurance, with the City being named as an additional insured, as shall protect the Franchisee and any subcontractor or sub-subcontractor performing work covered by this Franchise Agreement, from claims for property damage, which may arise from operations under this Franchise Agreement, whether such operations be by itself or by a subcontractor or sub-subcontractor, or anyone directly employed by the Franchisee, or subcontractor, or sub-subcontractor and the amount of such insurance shall be as follows:

   i. Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Franchisee and any other interests, including but not limited to any associated or subsidiary companies involved in the work, with limits of $5,000,000 per occurrence and in the aggregate.

   ii. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Franchisee or in any way connected with the work which is the subject of this Franchise Agreement. The insurance shall include coverage for owned, hired, and non-owned vehicles. THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability shall be a combined single limit for bodily injury and property damage of no less than $2,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000.

4) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisee shall have the right to present any information that it deems relevant to the City Commission's determination regarding the same.

SECTION 8. SERVICE STANDARDS. Franchisee shall maintain and operate its Solid Waste Collection Services and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisee's operations.

SECTION 9. PAYMENTS TO THE CITY.

(a) Since the City is responsible for the cost of billing, accounting, and bad debt expense on all other solid waste collection franchise agreements of the City, and the Franchisee pursuant to this Franchise Agreement shall perform all such billing, collection, accounting, and assume liability for bad debt expense, a lower Franchise rate is both fair and justifiable. In consideration for the granting of this Franchise, the Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of Franchisee's annual gross Operating Revenues taken in and received by it for providing all aspects of Solid Waste Collection Services to its Customers within the Franchise Territory, as now or hereafter constituted. The Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving Solid Waste Collection Services as a line item on its retail bills. The Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisee shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee within twenty (20) days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) The Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 10. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of this Franchise to examine, at all reasonable business hours, all of Franchisee's plans, contracts, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, Franchisee shall provide directly to the City an annual summary report showing gross revenues received by Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to Franchisee's service within the City. The City may audit the financial records of the Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by Franchisee in accordance with this Ordinance at the City's initial expense. Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid

or collected, the Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 11. RATES. All rates and fees charged by Franchisee to both commercial and residential Customers of Solid Waste Collection Services prior to the Effective Date of this Franchise are hereby approved, and Franchisee may continue to charge such rates and fees. Increases to such rates and fees in accordance with the limitations contained herein shall not require further City approval.

(a) Residential Rates. Franchisee may charge to residential Customers of Solid Waste Collection Services rates and fees that consist of a Collection Fee, a Disposal Fee, and a Fuel Fee.

1) Collection Fee. On October 1, 2024, the Collection Fee for residential accounts shall equal $23.00 per month. On October 1, 2025, and on every anniversary of that date throughout the term of this Franchise (each, a "Fee Adjustment Date"), the Collection Fee may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index for All Urban Consumers, Not Seasonally Adjusted, or the Employment Cost Index for Total Compensation, All Civilian Workers, Not Seasonally Adjusted, each as published by the U.S. Department of Labor, or any combination thereof, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.

2) Disposal Fee. Franchise may charge to residential accounts as a Disposal Fee, only the amount that Franchisee actually pays to a non-affiliated, third-party solid waste subcontractor (a "Subcontractor") for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.

3) Fuel Fee. Franchise may charge to residential accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(b) Commercial Rates. Commercial customer rates shall similarly consist of a Collection Fee, a Disposal Fee, and a Fuel Fee. On October 1, 2024, the solid waste rates for commercial accounts shall be as set forth in the attached **Exhibit "B"**.

1) Collection Fee. On October 1, 2025, and on every Fee Adjustment Date occurring thereafter, the Collection Fee for commercial accounts may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index, Urban Wage Earners and Clerical Workers, United States, South Urban, not Seasonally Adjusted, as published by the U.S. Department of Labor, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.

2) Disposal Fee. Franchisee may charge to commercial accounts as a Disposal Fee, only the amount that Franchisee actually pays to a Subcontractor for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.

3) Fuel Fee. Franchise may charge to commercial accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(c) In addition to permitted rate increases as set forth above, if performance of Solid Waste Collection Services is made unreasonably impractical, unreasonably difficult, or excessively costly as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, governmental action, pandemic or other occurrences, beyond Franchisee's and its Subcontractor's reasonable control, and Franchisee's Subcontractor passes additional costs through to Franchisee, Franchisee may further pass those increased costs along to Customers. Franchisee shall endeavor in good faith to limit any such increases to only those necessary to make Subcontractor whole, and only to the period during which such unforeseen occurrences persist.

(d) Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of Solid Waste Collection Services.

SECTION 12. TRANSFER OR ENCUMBRANCE OF FRANCHISE. Franchisee may not assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by

Franchisee; (ii) any assignment of Franchisee's franchise rights to the Community Development District that has been created pursuant to Section 190, Florida Statutes or a Special District created pursuant to Section 189, Florida Statutes, for the Property; and (iii) any collateral assignment of Franchisee's franchise rights to any lender as part of any financing placed on all or part of the Property, provided that any change in ownership resulting from a collateral assignment to a lender shall not become absolute until approved by the City, as evidenced by an ordinance. Franchisee shall be released from all obligations set forth in this ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee.

SECTION 13. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by Franchisee with respect to its obligations under this ordinance, the City shall provide written notice of such default to Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against Franchisee for specific performance of its obligations under this ordinance; (ii) to file an action against Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise.

SECTION 14. TERM OF FRANCHISE. This Franchise and the rights herein granted shall take effect after final passage of this ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 15 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 15 below. As additional areas are brought within the Franchise Territory, the amendment to this Franchise Agreement shall extend the term of the Franchise to thirty (30) years from the effective date of each such amendment.

SECTION 15. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 16. SEVERABILITY. Should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 17. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisee by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that

any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida.

SECTION 18. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City:	City of Leesburg Attn: Al Minner City Manager 501 W. Meadow Street Leesburg, FL 34749
With Copy to:	Stone & Gerken, P.A. Attn: William Grant Watson, Esq. 4850 N. Highway 19A Mount Dora, FL 32757
As To Franchisee:	Tri-County Sanitation, LLC Attn: Brandon Matulka 7580 Middleton Drive Middleton, Florida 34762
With Copy to:	Tri-County Sanitation, LLC Attn: Legal Department 7580 Middleton Drive Middleton, Florida 34762

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 19. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 20. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 21. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 22. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 23. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 14 and 15 hereinabove.

DONE AND ORDAINED this _____ day of _____, 2026, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

_____
Allyson Berry, Mayor

ATTEST:_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

WITNESSES:

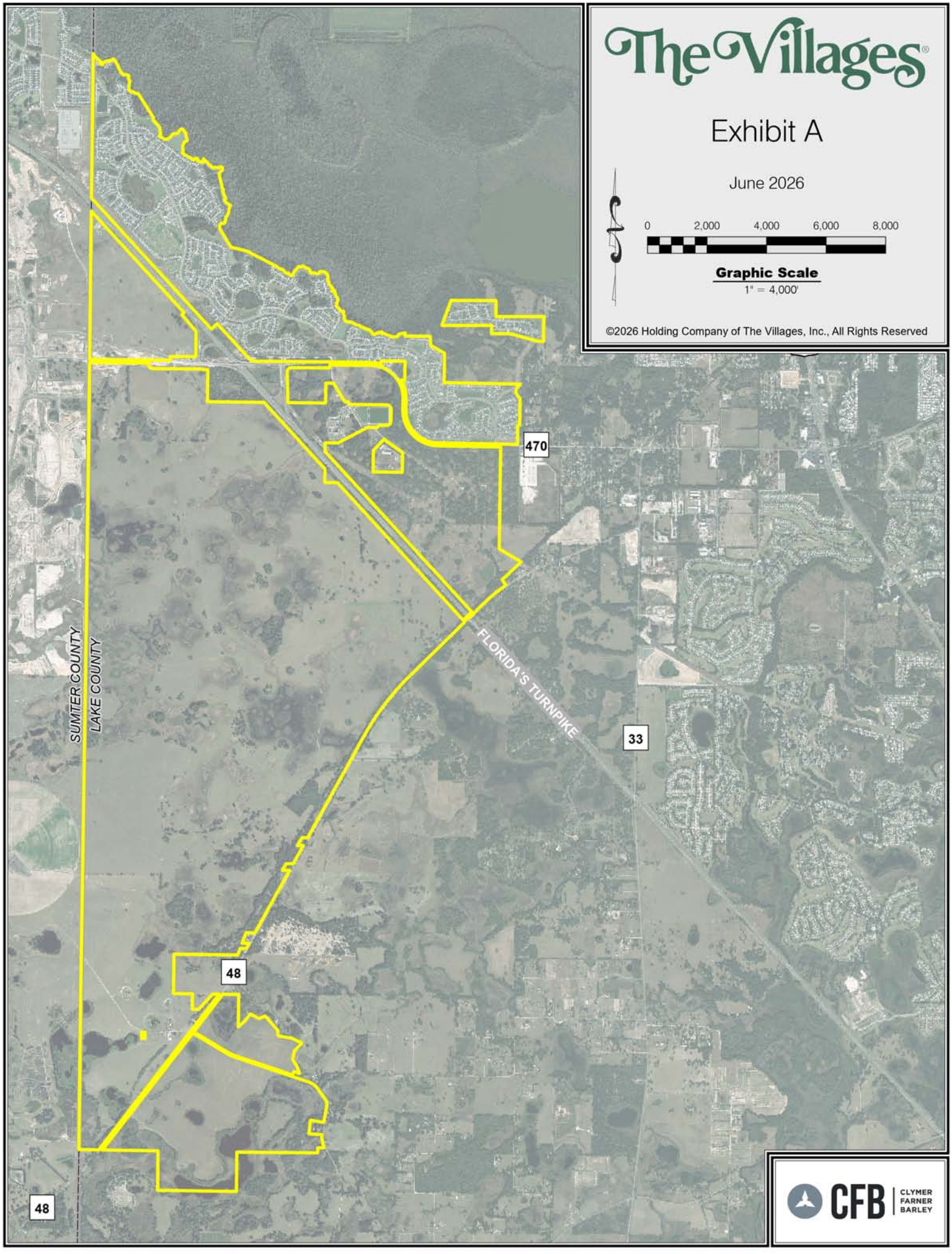
Print Name: Tara A. Bursa

Print Name: Vicki C. Suber

TRI-COUNTY SANITATION, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:
Print Name: Brandon Matulka
Title: Manager


The Villages®
Exhibit A
June 2026
0
2,000
4,000
6,000
8,000
Graphic Scale
1" = 4,000'
©2026 Holding Company of The Villages, Inc., All Rights Reserved
470
SUMTER COUNTY
LAKE COUNTY
FLORIDA'S TURNPIKE
33
48
48
CFB
CLYMER
FARNER
BARLEY

UTILITY AGREEMENT (LEESBURG)

AMENDED AND RESTATED

EXHIBIT A

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET;

THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET;

THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET;

THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG

INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN

NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID

NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND

EXHIBIT A

DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE WEST BOUNDARY OF THE SUNSHINE STATE PARKWAY, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 470 IN LAKE COUNTY, FLORIDA;

LESS

COMMENCE AT A 3” X 3” LIGHTER WOOD POST MARKING THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS SHOWN ON THE SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP FOR LAKE COUNTY, PROJECT NO. 2, CONTRACT NO. 13.4, SHEET NO. 2; THENCE N01°01'02” WEST ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 2658.28 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON THE SAID SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP; THENCE S89°00'55” WEST ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 593.64 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE LEAVING THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, N44°00'55” WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.76 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 470 AS SHOWN ON STATE ROAD RIGHT-OF-WAY MAP, SECTION 11670-2601, SHEET 2; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 329.45 FEET; THENCE S80°29'04” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 134.83 FEET; THENCE S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1456.67 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°59'05” WEST A DISTANCE OF 130.00 FEET; THENCE N89°00'55” EAST A DISTANCE OF 850.00 FEET; THENCE N00°59'05" WEST A DISTANCE OF 850.00 FEET; THENCE N41°56'49” WEST A DISTANCE OF 738.95 FEET; THENCE N45°59'05” EAST A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55” EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

LESS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THEN N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING THE SOUTH HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" X 6" CONCRETE MONUMENT INSCRIBED 8, 9, 16 & 17 MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN NORTH 89°24'15' WEST, ALONG THE SOUTH LINE OF SECTION 8, A DISTANCE OF 2649.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°31'36" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; SAID POINT LYING ON THE NORTH EXISTING RIGHT OF WAY OF STATE ROAD 470; THENCE RUN NORTH 89°23'48" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2315.46 FEET; THENCE RUN NORTH 84°15'10" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 213.34 FEET; THENCE DEPARTING SAID NORTH EXISTING RIGHT OF WAY LINE, RUN NORTH 42°26'19"WEST, A DISTANCE OF 152.54 FEET; THENCE RUN SOUTH 89°23'48" EAST, A DISTANCE OF 232.57 FEET; THENCE RUN NORTH 00°32'45" EAST, A DISTANCE OF 36.20 FEET; THENCE RUN SOUTH 90°00'00" EAST, A DISTANCE OF 2399.39 FEET TO THE AFOREMENTIONED EAST LINE; THENCE CONTINUE SOUTH 90°00'00" EAST, A DISTANCE OF 134.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 90°35'45'; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°35'45" WEST, A DISTANCE OF 88.47 FEET TO THE AFOREMENTIONED NORTH EXISTING RIGHT OF WAY LINE; THENCE RUN NORTH 89°24'15" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING.

AND:

THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A

DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE N00°55'51” WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE N89°02'38” EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22” WEST 350.00 FEET; THENCE N89°02'38” EAST 750.00 FEET; THENCE S00°57'22” EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE S89°02'38” WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA

DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT

BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°46'15", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°16'18" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 62°25'06" EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03 FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.

AND:

ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S

TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND:

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC

DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST, A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50 FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A

CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18,; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL

LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY

RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH

LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A

POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

AND:

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°36'02" WEST 508.32 FEET; THENCE SOUTH 89°20'23" EAST 925.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN

ARC LENGTH OF 298.99 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 15°52'16" WEST, 294.96 FEET, TO THE END OF SAID CURVE; THENCE NORTH 00°26'37" EAST 226.40 FEET; THENCE NORTH 89°24'15" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AND ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING.
AND

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017; THENCE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°23'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 408.21 FEET; THENCE SOUTH 87°34'38" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 93.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 137.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE THROUGH A CENTRAL ANGLE OF 88°46'20", AN ARC LENGTH OF 213.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 43°11'28" WEST, 192.36 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 01°11'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE 975.91 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 890.63 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°37'55", AN ARC LENGTH OF 56.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°00'39" EAST, 56.45 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE RUN SOUTH 89°18'21" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1269.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00°39'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 671.35 FEET; THENCE NORTH 89°20'23" WEST 672.53 FEET; THENCE NORTH 00°36'02" EAST 508.32 FEET TO THE POINT OF BEGINNING.

AND:

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID

SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF

790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD N0. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF

13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 3:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15

FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: September 14, 2026

From: al minne r

Subject: An Ordinance of the City of Leesburg, Florida, amending and restating Ordinance No. 2018-2, as amended by Ordinance No. 2018-35, as further amended by Ordinance No. 20-14, and amended and restated by Ordinance No. 24-24; providing short title; providing findings and intent; granting certain non-exclusive Franchises to Gibson Place Utility Company, LLC, Gibsn Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, Okeehumkee Water Conservation Authority, LLC, and their successors and assigns (each a Franchisee, and sometimes collectively referred to herein as the "Franchisees"); a Franchise for a period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchises shall operate; amending the Franchise Territory; amending notice provisions; providing for conflict and severability; and providing an effective date.

Staff Recommendation:
Conduct the first reading of the ordinance and set a public hearing and second reading for September 28, 2026.

Analysis:
This ordinance continues all the agreements previously approved for The Villages area currently and recently approved.

Procurement Analysis:
N/A

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

Fiscal Impact:

This is a future revenue item.

ORDINANCE NO. ~~24-24~~26-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING AND RESTATING ORDINANCE NO. 2018-2, AS AMENDED BY ORDINANCE NO. 2018-35, ~~AND~~ AS FURTHER AMENDED BY ORDINANCE NO. 20-14, AND AMENDED AND RESTATED BY ORDINANCE NO. 24-24; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO GIBSON PLACE UTILITY COMPANY, LLC, GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, BLUE GOOSE UTILITY COMPANY, LLC, BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC, OKEEHUMKEE UTILITY COMPANY, LLC, OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC, AND THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted non-exclusive potable water, wastewater, irrigation, and reclaimed water~~, and solid waste collection and disposal~~ franchises to ~~the following~~Owner's affiliates ~~of Owner: South Sumter~~, Gibson Place Utility Company, LLC ~~("SSU"), Southeast Wildwood~~, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC ~~("SEWWCA"), and Tri-County Sanitation, LLC ("Tri-County~~, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company, (collectively, "Owner Affiliates"), all pursuant to Ordinance No. 2018-2, as amended by Ordinance No. 2018-35, ~~and~~as further amended by Ordinance No. 20-14; and

~~**WHEREAS**, SSU and SEWWCA have since sold substantially all of their utility system assets to Wildwood Utility Dependent District, a dependent district of City of Wildwood, Florida, as authorized by Chapter 189, Florida Statutes, and Article VIII Section 2, Florida Constitution and created pursuant to Ordinance No. 2021-16~~ as amended and restated by Ordinance No. ~~02021-44, duly adopted by the Wildwood City Commission on March 22, 2021 and August 23, 2021, respectively ("WUDD"), and in connection therewith, the City granted to WUDD a non-exclusive franchise to operate those same utility systems within certain portions of the Leesburg Property (defined below); and~~24-24 (the "Prior Ordinance"); and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property~~,~~ (as defined herein), and in connection with that prior and future development, Owner ~~affiliates~~ Affiliates have provided, and will continue to provide, services for water, wastewater, irrigation, and reclaimed water~~, and these affiliates~~ to customers within the Leesburg Property, and Owner Affiliates have established a consistent track record of quality and efficient services; and

WHEREAS, Owner has requested that the City grant ~~to those affiliates~~, and the City wishes to grant ~~to those affiliates~~, non-exclusive franchises ~~in one ordinance~~specifically for ~~easier administration~~potable water, wastewater, irrigation, and ~~consistency in order~~reclaimed water to Owner Affiliates to serve the Leesburg Property; and

~~**WHEREAS**, in order to keep solid waste collection and disposal franchises separate from water, wastewater, irrigation, and reclaimed water franchises, the City also wishes to grant a non-exclusive solid waste collection and disposal franchise to Tri-County by separate Ordinance, on or about the same date as this Ordinance.~~

WHEREAS, it is in the best interest of the City to provide non-exclusive franchises to ~~Owner's affiliates, Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC, all~~Owner Affiliates to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is the intent of the City that as additional land is added to the Leesburg Property, the City will approve further amendments to the Prior Ordinance expanding the boundary; and

WHEREAS, the City has considered a request submitted by Owner Affiliates to amend certain terms of the Franchise granted to Owner Affiliates pursuant to the Prior Ordinance; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure~~.~~; and

WHEREAS, after due deliberation and full consideration the City has determined to amend and restate the Prior Ordinance which granted a franchise to the Owner Affiliates to provide potable water, wastewater, irrigation, and reclaimed water services to the Leesburg Property, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Amended and Restated Villages ARD Water Franchisee Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve water, wastewater, irrigation, and reclaimed water utilities to that certain real property located in the City of Leesburg being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Leesburg Property").

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(d) The Leesburg Property is currently located within the City's exclusive water, wastewater, irrigation and reclaimed water service area.

(e) The City Commission has considered a request submitted by the proposed Franchisees, which are Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC, to provide potable water, wastewater, irrigation and reclaimed water to serve the Leesburg Property.

(f) The aforesaid rights-of-way to be used by the ~~Franchisees~~Franchisee(s) are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee(s) are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee(s) to provide such services, subject to the terms and conditions set forth below.

(j) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Franchisees' services for property located within the Franchise Territory.

(c) The term "Franchisee(s)" shall mean Gibson Place Utility Company, LLC, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company, or any entity who is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Ordinance," "Franchise," or "Franchise Agreement" shall mean this Amended and Restated Villages ARD Water Franchisee Ordinance, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Leesburg Property and certain public right-of-way located adjacent to the Leesburg Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the Franchise Territory; and (iii) any other property that may be approved by the

City from time to time for development as part of the Villages ARD Development, provided such additional property must be added as an amendment to this franchise by ordinance.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisee(s) from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, or other nonuser fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes.

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate and maintain the Systems and related facilities, including but not be limited to pump stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying, distributing or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The ~~Franchisees~~Franchisee(s) shall only self-serve within the Territory unless mutually agreeable by both parties. The foregoing rights granted to the ~~Franchisees~~Franchisee(s) shall be non-exclusive, but the City agrees, as part of the consideration for the granting of these Franchises, not to provide service from any of the City systems in the Franchise Territory and to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the

ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all times, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(b) **Franchise Granted to Blue Goose Utility Company, LLC.** The Franchise being granted to Blue Goose Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(c) **Franchise Granted to Okeehumkee Utility Company, LLC.** The Franchise being granted to Okeehumkee Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(d) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Gibson Place Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(e) **Franchise Granted to Blue Goose Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Blue Goose Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be

derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(f) **Franchise Granted to Okeehumkee Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Okeehumkee Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

1) Comprehensive General Liability bodily injury and property damage coverage shall be for not less than $1,000,000.00 per occurrence and not less than

$1,000.000.00 in the aggregate. The City shall be named as an additional insured on the policy.

2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than $500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

3) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. ~~Franchisees~~Each Franchisee shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/~~-~~or other agency and/~~-~~or entity with jurisdiction to regulate and/~~-~~or promulgate rules regarding Franchisee's operations.

~~**SECTION 9.**~~

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisee's annual gross Operating Revenues, as defined in Section 3~~.~~(f~~.~~), taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. No Franchisee is permitted to incorporate any franchise fee into its other rates for service.

(b) The Franchisee(s) shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this ~~franchise~~Franchise. Any payments not made by the Franchisee(s) within 20 business days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/–or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross Operating Revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission ("FPSC") to the extent regulated by FPSC, or if not governed by the FPSC, then as permitted herein (hereinafter the "Approved Rates and Fee Schedule"). The initial Approved Rates and Fee Schedule for each Franchisee shall be as determined by the Franchisee and shall not require approval by the City. If the Franchisee desires to increase their Approved Rates and Fee Schedule, then such increases shall be subject to the limitations set forth in paragraph (b) below.

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule not governed by the FPSC. Requests for increases

to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January l st to December 31st) preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing.

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee(s); (ii) any assignment of Franchisee's (or Franchisees') franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Leesburg Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning ~~Franchise~~Franchisee. Franchisee(s) shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee(s).

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against that Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that ~~Franchise~~Franchisee.

In the event of a material default by City with respect to its obligations under this Ordinance, Franchisee(s) shall provide written notice of such default to the City. In the event City fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the Franchisee~~,~~(s), then Franchisee(s) shall be entitled: (i) to file an action against the City for specific performance of its obligations under this Ordinance; or (ii) to file an action against City for damages actually incurred by Franchisee(s) by reason of the City's default of its obligations under this Ordinance, provided in no

event shall ~~Franchisees~~Franchisee(s) be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from the City; or (iii) terminate that Franchisee's Franchise, by giving written notice to the City, at least sixty (60) days prior to the effective date of termination.

SECTION 15. TERM OF FRANCHISE. This Franchise to each Franchisee and the rights herein granted shall take effect after final passage of this Ordinance, as required by law, and fully executed by ~~both~~all parties, and acceptance by each Franchisee in accordance with Section 16 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by each Franchisee in accordance with Section 16 below. The City recognizes that this Amended and Restated Villages ARD Water Franchisee Ordinance may incorporate additional property in the future which pursuant to Section 3(e) will become part of the Franchise Territory. Upon the addition of any property to this Amended and Restated Villages ARD Water Franchisee Ordinance, the term of the franchise shall be thirty (30) years from the date of approval by the City of such addition by amendment hereto to incorporate such lands herein.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee(s) shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee(s) and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee(s) shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to ~~Franchisees~~Franchisee(s) by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida. The laws of the State of Florida shall govern.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee(s) to the other shall be

made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays ~~accepted~~excepted. All notices shall be addressed as follows:

As to the City:
City of Leesburg
Attn: Al Minner
City Manager
501 W. Meadow St.
Leesburg, FL 34749

With Copy to:
Stone & Gerken, P.A.
Attn: William Grant Watson. Esq.
4850 N. Highway 19A
Mount Dora, FL 32757

As Franchisees:
Gibson Place Utility Company, LLC
Attn: ~~Robert L. Chandler IV~~Brandon Matulka~~[~~

~~3619 Kiessel Road~~
~~The Villages~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Gibson Place Water Conservation Authority, LLC
Attn: ~~Robert L. Chandler IV~~Brandon Matulka
~~3619 Kiessel Road~~
~~The Villages~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Blue Goose Utility Company, LLC
Attn: ~~Robert L. Chandler IV~~Brandon Matulka
~~3619 Kiessel Road~~
~~The Villages~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Blue Goose Water Conservation Authority, LLC
Attn: ~~Robert L. Chandler IV~~Brandon Matulka

~~3619 Kiessel Road~~
~~The Villages.~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Okeehumkee Utility Company, LLC
Attn: ~~Robert L. Chandler IV~~Brandon Matulka
~~3619 Kiessel Road~~
~~The Villages~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Okeehumkee Water Conservation Authority. LLC
Attn: ~~Robert L. Chandler IV~~Brandon Matulka
~~3619 Kiessel Road~~
~~The Villages~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

With Copy to:

Gibson Place Utility Company, LLC
Attn: Legal Department
~~3619 Kiessel Road~~
~~The Villages.~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Gibson Place Water Conservation Authority, LLC
Attn: Legal Department
~~3619 Kiessel Road~~
~~The Villages~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Blue Goose Utility Company, LLC
Attn: Legal Department
~~3619 Kiessel Road~~
~~The Villages~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Blue Goose Water Conservation Authority, LLC
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~~3619 Kiessel Road~~
~~The Villages~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Okeehumkee Utility Company, LLC
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~~3619 Kiessel Road~~
~~The Villages~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Okeehumkee Water Conservation Authority, LLC
Attn: Legal Department
~~3619 Kiessel Road~~
~~The Villages~~7580 Middleton Drive
Middleton, FL ~~3216~~34762

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee~~.~~(s).

SECTION 20. NON-WAIVER PROVISION. The failure of ~~either Party~~any party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by ~~either~~any party unless said waiver or relinquishment is in writing and signed by the ~~Parties~~parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the ~~Parties~~parties and supersedes all prior representations whether oral or in writing with respect to the rights of the ~~Parties~~parties.

SECTION 22. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee(s) unless legally required to be accomplished by amendment to this Ordinance.

SECTION 23. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 24. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee(s) shall take effect immediately upon becoming a law.

~~[Signature Pages Follow]~~

DONE AND ORDAINED this ____ day of _____, ~~2024~~2026, by the City Commission of the City of Leesburg, Florida.

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

_____
~~James A. Burry, Jr.,~~Allyson Berry, Mayor

ATTEST:_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

GIBSON PLACE UTILITY COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

BLUE GOOSE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OKEEHUMKEE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

Exhibit "A"

Leesburg Property and Franchise Territory

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING AND RESTATING ORDINANCE NO. 2018-2, AS AMENDED BY ORDINANCE NO. 2018-35, AS FURTHER AMENDED BY ORDINANCE NO. 20-14, AND AMENDED AND RESTATED BY ORDINANCE NO. 24-24; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO GIBSON PLACE UTILITY COMPANY, LLC, GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, BLUE GOOSE UTILITY COMPANY, LLC, BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC, OKEEHUMKEE UTILITY COMPANY, LLC, OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC, AND THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted non-exclusive potable water, wastewater, irrigation, and reclaimed water franchises to Owner's affiliates, Gibson Place Utility Company, LLC, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company, (collectively, "Owner Affiliates"), all pursuant to Ordinance No. 2018-2, as amended by Ordinance No. 2018-35, as further amended by Ordinance No. 20-14; and as amended and restated by Ordinance No. 24-24 (the "Prior Ordinance"); and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property (as defined herein), and in connection with that prior and future development, Owner Affiliates have provided, and will continue to provide, services for water, wastewater, irrigation, and reclaimed water to customers within the Leesburg Property, and Owner Affiliates have established a consistent track record of quality and efficient services; and

WHEREAS, Owner has requested that the City grant, and the City wishes to grant, non-exclusive franchises specifically for potable water, wastewater, irrigation, and reclaimed water to Owner Affiliates to serve the Leesburg Property; and

WHEREAS, it is in the best interest of the City to provide non-exclusive franchises to Owner Affiliates to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is the intent of the City that as additional land is added to the Leesburg Property, the City will approve further amendments to the Prior Ordinance expanding the boundary; and

WHEREAS, the City has considered a request submitted by Owner Affiliates to amend certain terms of the Franchise granted to Owner Affiliates pursuant to the Prior Ordinance; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure; and

WHEREAS, after due deliberation and full consideration the City has determined to amend and restate the Prior Ordinance which granted a franchise to the Owner Affiliates to provide potable water, wastewater, irrigation, and reclaimed water services to the Leesburg Property, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Amended and Restated Villages ARD Water Franchisee Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve water, wastewater, irrigation, and reclaimed water utilities to that certain real property located in the City of Leesburg being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Leesburg Property").

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(d) The Leesburg Property is currently located within the City's exclusive water, wastewater, irrigation and reclaimed water service area.

(e) The City Commission has considered a request submitted by the proposed Franchisees, which are Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC, to provide potable water, wastewater, irrigation and reclaimed water to serve the Leesburg Property.

(f) The aforesaid rights-of-way to be used by the Franchisee(s) are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee(s) are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee(s) to provide such services, subject to the terms and conditions set forth below.

(j) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Franchisees' services for property located within the Franchise Territory.

(c) The term "Franchisee(s)" shall mean Gibson Place Utility Company, LLC, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company, or any entity who is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Ordinance," "Franchise," or "Franchise Agreement" shall mean this Amended and Restated Villages ARD Water Franchisee Ordinance, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Leesburg Property and certain public right-of-way located adjacent to the Leesburg Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the Franchise Territory; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Development, provided such additional property must be added as an amendment to this franchise by ordinance.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisee(s) from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, or other nonuser fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes.

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate and maintain the Systems and related facilities, including but not be limited to pump stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying, distributing or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each

Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The Franchisee(s) shall only self-serve within the Territory unless mutually agreeable by both parties. The foregoing rights granted to the Franchisee(s) shall be non-exclusive, but the City agrees, as part of the consideration for the granting of these Franchises, not to provide service from any of the City systems in the Franchise Territory and to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all times, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(b) **Franchise Granted to Blue Goose Utility Company, LLC.** The Franchise being granted to Blue Goose Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and

charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(c) **Franchise Granted to Okeehumkee Utility Company, LLC.** The Franchise being granted to Okeehumkee Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(d) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Gibson Place Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be

derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(e) **Franchise Granted to Blue Goose Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Blue Goose Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(f) **Franchise Granted to Okeehumkee Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Okeehumkee Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees

and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

1) Comprehensive General Liability bodily injury and property damage coverage shall be for not less than $1,000,000.00 per occurrence and not less than $1,000.000.00 in the aggregate. The City shall be named as an additional insured on the policy.

2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than $500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

3) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Each Franchisee shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisee's operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisee's annual gross Operating Revenues, as defined in Section 3(f), taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. No Franchisee is permitted to incorporate any franchise fee into its other rates for service.

(b) The Franchisee(s) shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this Franchise. Any payments not made by the Franchisee(s) within 20 business days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross Operating Revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit

demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission ("FPSC") to the extent regulated by FPSC, or if not governed by the FPSC, then as permitted herein (hereinafter the "Approved Rates and Fee Schedule"). The initial Approved Rates and Fee Schedule for each Franchisee shall be as determined by the Franchisee and shall not require approval by the City. If the Franchisee desires to increase their Approved Rates and Fee Schedule, then such increases shall be subject to the limitations set forth in paragraph (b) below.

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule not governed by the FPSC. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January l st to December 31st) preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing.

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee(s); (ii) any assignment of Franchisee's (or Franchisees') franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Leesburg Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchisee. Franchisee(s) shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee(s).

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against that Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchisee.

In the event of a material default by City with respect to its obligations under this Ordinance, Franchisee(s) shall provide written notice of such default to the City. In the event City fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the Franchisee(s), then Franchisee(s) shall be entitled: (i) to file an action against the City for specific performance of its obligations under this Ordinance; or (ii) to file an action against City for damages actually incurred by Franchisee(s) by reason of the City's default of its obligations under this Ordinance, provided in no event shall Franchisee(s) be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from the City; or (iii) terminate that Franchisee's Franchise, by giving written notice to the City, at least sixty (60) days prior to the effective date of termination.

SECTION 15. TERM OF FRANCHISE. This Franchise to each Franchisee and the rights herein granted shall take effect after final passage of this Ordinance, as required by law, and fully executed by all parties, and acceptance by each Franchisee in accordance with Section 16 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by each Franchisee in accordance with Section 16 below. The City recognizes that this Amended and Restated Villages ARD Water Franchisee Ordinance may incorporate additional property in the future which pursuant to Section 3(e) will become part of the Franchise Territory. Upon the addition of any property to this Amended and Restated Villages ARD Water Franchisee Ordinance, the term of the franchise shall be thirty (30) years from the date of approval by the City of such addition by amendment hereto to incorporate such lands herein.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee(s) shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee(s) and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or

administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee(s) shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisee(s) by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida. The laws of the State of Florida shall govern.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee(s) to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As to the City:
City of Leesburg
Attn: Al Minner
City Manager
501 W. Meadow St.
Leesburg, FL 34749

With Copy to:
Stone & Gerken, P.A.
Attn: William Grant Watson. Esq.
4850 N. Highway 19A
Mount Dora, FL 32757

As Franchisees:
Gibson Place Utility Company, LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

Gibson Place Water Conservation Authority, LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

Blue Goose Utility Company, LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

Blue Goose Water Conservation Authority, LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

Okeehumkee Utility Company, LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

Okeehumkee Water Conservation Authority. LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

With Copy to: Gibson Place Utility Company, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Gibson Place Water Conservation Authority, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Blue Goose Utility Company, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Blue Goose Water Conservation Authority, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Okeehumkee Utility Company, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Okeehumkee Water Conservation Authority, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee(s).

SECTION 20. NON-WAIVER PROVISION. The failure of any party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by any party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the parties and supersedes all prior representations whether oral or in writing with respect to the rights of the parties.

SECTION 22. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee(s) unless legally required to be accomplished by amendment to this Ordinance.

SECTION 23. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 24. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee(s) shall take effect immediately upon becoming a law.

DONE AND ORDAINED this ____ day of _____, 2026, by the City Commission of the City of Leesburg, Florida.

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

_____
Allyson Berry, Mayor

ATTEST:_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

GIBSON PLACE UTILITY COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

BLUE GOOSE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OKEEHUMKEE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By:_____
Print Name:_____
Title: Manager

Exhibit "A"

Leesburg Property and Franchise Territory

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING AND RESTATING ORDINANCE NO. 2018-2, AS AMENDED BY ORDINANCE NO. 2018-35, AS FURTHER AMENDED BY ORDINANCE NO. 20-14, AND AMENDED AND RESTATED BY ORDINANCE NO. 24-24; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO GIBSON PLACE UTILITY COMPANY, LLC, GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, BLUE GOOSE UTILITY COMPANY, LLC, BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC, OKEEHUMKEE UTILITY COMPANY, LLC, OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC, AND THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted non-exclusive potable water, wastewater, irrigation, and reclaimed water franchises to Owner's affiliates, Gibson Place Utility Company, LLC, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company, (collectively, "Owner Affiliates"), all pursuant to Ordinance No. 2018-2, as amended by Ordinance No. 2018-35, as further amended by Ordinance No. 20-14; and as amended and restated by Ordinance No. 24-24 (the "Prior Ordinance"); and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property (as defined herein), and in connection with that prior and future development, Owner's Affiliates have provided, and will continue to provide, services for water, wastewater, irrigation, and reclaimed water to customers within the Leesburg Property, and Owner Affiliates have established a consistent track record of quality and efficient services; and

WHEREAS, Owner has requested that the City grant, and the City wishes to grant, non-exclusive franchises specifically for potable water, wastewater, irrigation, and reclaimed water to Owner's Affiliates to serve the Leesburg Property; and

WHEREAS, it is in the best interest of the City to provide non-exclusive franchises to Owner Affiliates to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is the intent of the City that as additional land is added to the Leesburg Property, the City will approve further amendments to the Prior Ordinance expanding the boundary; and

WHEREAS, the City has considered a request submitted by Owner Affiliates to amend certain terms of the Franchise granted to Owner Affiliates pursuant to the Prior Ordinance; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure; and

WHEREAS, after due deliberation and full consideration the City has determined to amend and restate the Prior Ordinance which granted a franchise to the Owner Affiliates to provide potable water, wastewater, irrigation, and reclaimed water services to the Leesburg Property, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Amended and Restated Villages ARD Water Franchisee Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve water, wastewater, irrigation, and reclaimed water utilities to that certain real property located in the City of Leesburg being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Leesburg Property").

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(d) The Leesburg Property is currently located within the City's exclusive water, wastewater, irrigation and reclaimed water service area.

(e) The City Commission has considered a request submitted by the proposed Franchisees, which are Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC, to provide potable water, wastewater, irrigation and reclaimed water to serve the Leesburg Property.

(f) The aforesaid rights-of-way to be used by the Franchisee(s) are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee(s) are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee(s) to provide such services, subject to the terms and conditions set forth below.

(j) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Franchisees' services for property located within the Franchise Territory.

(c) The term "Franchisee(s)" shall mean Gibson Place Utility Company, LLC, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company, or any entity who is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Ordinance," "Franchise," or "Franchise Agreement" shall mean this Amended and Restated Villages ARD Water Franchisee Ordinance, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Leesburg Property and certain public right-of-way located adjacent to the Leesburg Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the Franchise Territory; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Development, provided such additional property must be added as an amendment to this franchise by ordinance.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisee(s) from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, or other nonuser fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes.

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate and maintain the Systems and related facilities, including but not be limited to pump stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying, distributing or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each

Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The Franchisee(s) shall only self-serve within the Territory unless mutually agreeable by both parties. The foregoing rights granted to the Franchisee(s) shall be non-exclusive, but the City agrees, as part of the consideration for the granting of these Franchises, not to provide service from any of the City systems in the Franchise Territory and to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all times, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(b) **Franchise Granted to Blue Goose Utility Company, LLC.** The Franchise being granted to Blue Goose Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and

charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(c) **Franchise Granted to Okeehumkee Utility Company, LLC.** The Franchise being granted to Okeehumkee Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(d) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Gibson Place Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be

derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(e) **Franchise Granted to Blue Goose Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Blue Goose Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(f) **Franchise Granted to Okeehumkee Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Okeehumkee Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees

and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

1) Comprehensive General Liability bodily injury and property damage coverage shall be for not less than $1,000,000.00 per occurrence and not less than $1,000.000.00 in the aggregate. The City shall be named as an additional insured on the policy.

2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than $500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

3) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Each Franchisee shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisee's operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisee's annual gross Operating Revenues, as defined in Section 3(f), taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. No Franchisee is permitted to incorporate any franchise fee into its other rates for service.

(b) The Franchisee(s) shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this Franchise. Any payments not made by the Franchisee(s) within 20 business days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross Operating Revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit

demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission ("FPSC") to the extent regulated by FPSC, or if not governed by the FPSC, then as permitted herein (hereinafter the "Approved Rates and Fee Schedule"). The initial Approved Rates and Fee Schedule for each Franchisee shall be as determined by the Franchisee and shall not require approval by the City. If the Franchisee desires to increase their Approved Rates and Fee Schedule, then such increases shall be subject to the limitations set forth in paragraph (b) below.

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule not governed by the FPSC. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January l st to December 31st) preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing.

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee(s); (ii) any assignment of Franchisee's (or Franchisees') franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Leesburg Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchisee. Franchisee(s) shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee(s).

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against that Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchisee.

In the event of a material default by City with respect to its obligations under this Ordinance, Franchisee(s) shall provide written notice of such default to the City. In the event City fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the Franchisee(s), then Franchisee(s) shall be entitled: (i) to file an action against the City for specific performance of its obligations under this Ordinance; or (ii) to file an action against City for damages actually incurred by Franchisee(s) by reason of the City's default of its obligations under this Ordinance, provided in no event shall Franchisee(s) be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from the City; or (iii) terminate that Franchisee's Franchise, by giving written notice to the City, at least sixty (60) days prior to the effective date of termination.

SECTION 15. TERM OF FRANCHISE. This Franchise to each Franchisee and the rights herein granted shall take effect after final passage of this Ordinance, as required by law, and fully executed by all parties, and acceptance by each Franchisee in accordance with Section 16 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by each Franchisee in accordance with Section 16 below. The City recognizes that this Amended and Restated Villages ARD Water Franchisee Ordinance may incorporate additional property in the future which pursuant to Section 3(e) will become part of the Franchise Territory. Upon the addition of any property to this Amended and Restated Villages ARD Water Franchisee Ordinance, the term of the franchise shall be thirty (30) years from the date of approval by the City of such addition by amendment hereto to incorporate such lands herein.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee(s) shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee(s) and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or

administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee(s) shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisee(s) by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida. The laws of the State of Florida shall govern.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee(s) to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As to the City:
City of Leesburg
Attn: Al Minner
City Manager
501 W. Meadow St.
Leesburg, FL 34749

With Copy to:
Stone & Gerken, P.A.
Attn: William Grant Watson. Esq.
4850 N. Highway 19A
Mount Dora, FL 32757

As Franchisees:
Gibson Place Utility Company, LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

Gibson Place Water Conservation Authority, LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

Blue Goose Utility Company, LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

Blue Goose Water Conservation Authority, LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

Okeehumkee Utility Company, LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

Okeehumkee Water Conservation Authority. LLC
Attn: Brandon Matulka
7580 Middleton Drive
Middleton, FL 34762

With Copy to:

Gibson Place Utility Company, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Gibson Place Water Conservation Authority, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Blue Goose Utility Company, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Blue Goose Water Conservation Authority, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Okeehumkee Utility Company, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Okeehumkee Water Conservation Authority, LLC
Attn: Legal Department
7580 Middleton Drive
Middleton, FL 34762

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee(s).

SECTION 20. NON-WAIVER PROVISION. The failure of any party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by any party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the parties and supersedes all prior representations whether oral or in writing with respect to the rights of the parties.

SECTION 22. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee(s) unless legally required to be accomplished by amendment to this Ordinance.

SECTION 23. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 24. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee(s) shall take effect immediately upon becoming a law.

DONE AND ORDAINED this ____ day of _____, 2026, by the City Commission of the City of Leesburg, Florida.

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

_____
Allyson Berry, Mayor

ATTEST:_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

WITNESSES:

Print Name: Tara A. Bursa

Print Name: Vicki C. Suber

GIBSON PLACE UTILITY COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By: _____
Print Name: Brandon Matulka
Title: Manager

WITNESSES:

Print Name: Tara A. Bursa

Print Name: Vicki C. Suber

GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By: _____
Print Name: Brandon Matulka
Title: Manager

WITNESSES:

Print Name: Tara A. Bursa

Print Name: Vicki C. Suber

BLUE GOOSE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By: _____
Print Name: Brandon Matulka
Title: Manager

WITNESSES:

Print Name: Tara A. Bursa

Print Name: Vicki C. Suber

BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By: _____
Print Name: Brandon Matulka
Title: Manager

WITNESSES:

Print Name: Tara A. Bursa

Print Name: Vicki C. Suber

OKEEHUMKEE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By: _____
Print Name: Brandon Matulka
Title: Manager

WITNESSES:

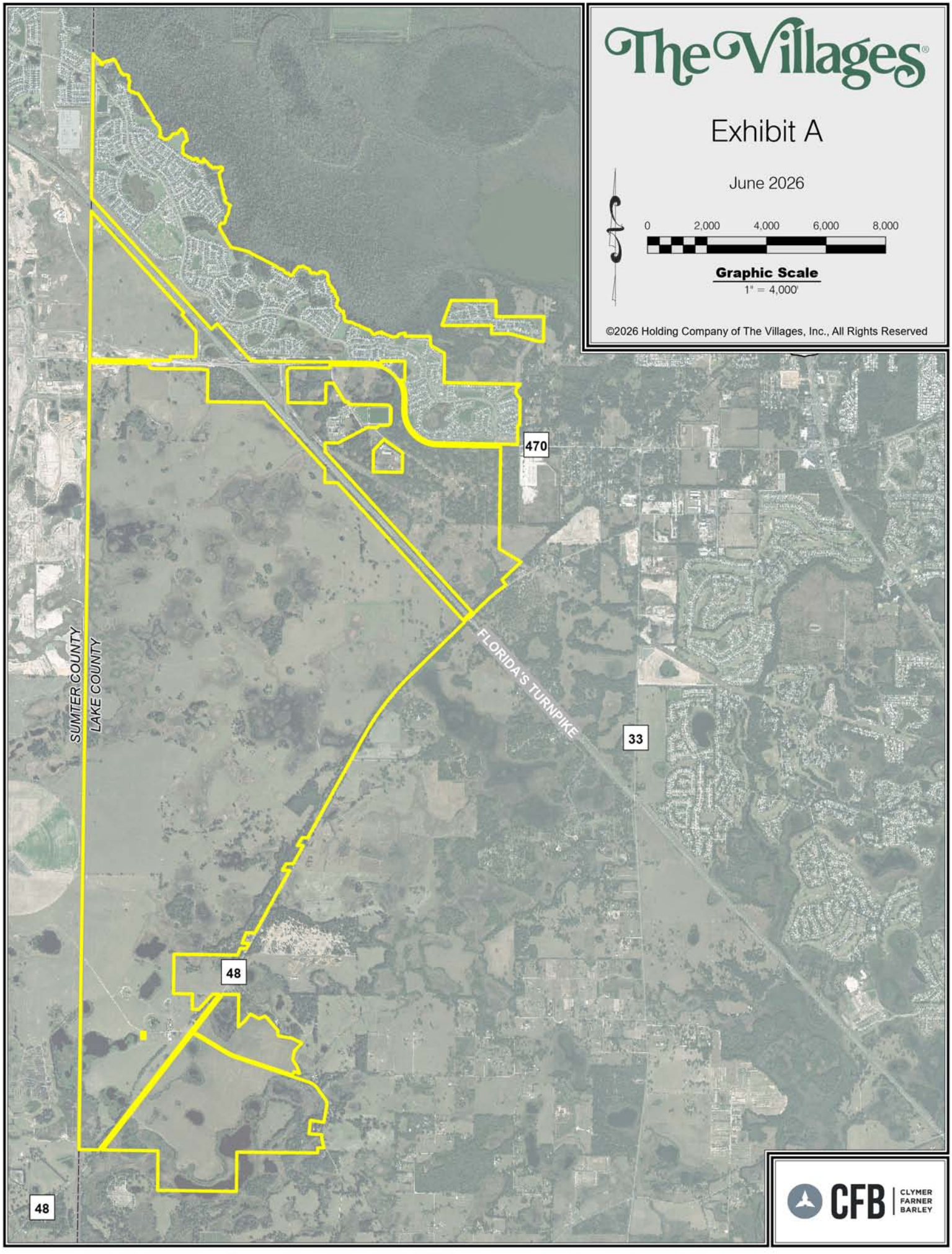
Print Name: Tara A. Bursa

Print Name: Vicki C. Suber

OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC
a Florida limited liability company
its Manager

By: _____
Print Name: Brandon Matulka
Title: Manager


The Villages®
Exhibit A
June 2026
0
2,000
4,000
6,000
8,000
Graphic Scale
1" = 4,000'
©2026 Holding Company of The Villages, Inc., All Rights Reserved
470
SUMTER COUNTY
LAKE COUNTY
FLORIDA'S TURNPIKE
33
48
48
CFB
CLYMER
FARNER
BARLEY

UTILITY AGREEMENT (LEESBURG)

AMENDED AND RESTATED

EXHIBIT A

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET;

THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET;

THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET;

THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG

INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN

NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID

NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND

EXHIBIT A

DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE WEST BOUNDARY OF THE SUNSHINE STATE PARKWAY, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 470 IN LAKE COUNTY, FLORIDA;

LESS

COMMENCE AT A 3” X 3” LIGHTER WOOD POST MARKING THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS SHOWN ON THE SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP FOR LAKE COUNTY, PROJECT NO. 2, CONTRACT NO. 13.4, SHEET NO. 2; THENCE N01°01'02” WEST ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 2658.28 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON THE SAID SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP; THENCE S89°00'55” WEST ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 593.64 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE LEAVING THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, N44°00'55” WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.76 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 470 AS SHOWN ON STATE ROAD RIGHT-OF-WAY MAP, SECTION 11670-2601, SHEET 2; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 329.45 FEET; THENCE S80°29'04” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 134.83 FEET; THENCE S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1456.67 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°59'05” WEST A DISTANCE OF 130.00 FEET; THENCE N89°00'55” EAST A DISTANCE OF 850.00 FEET; THENCE N00°59'05" WEST A DISTANCE OF 850.00 FEET; THENCE N41°56'49” WEST A DISTANCE OF 738.95 FEET; THENCE N45°59'05” EAST A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55” EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

LESS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THEN N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING THE SOUTH HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" X 6" CONCRETE MONUMENT INSCRIBED 8, 9, 16 & 17 MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN NORTH 89°24'15' WEST, ALONG THE SOUTH LINE OF SECTION 8, A DISTANCE OF 2649.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°31'36" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; SAID POINT LYING ON THE NORTH EXISTING RIGHT OF WAY OF STATE ROAD 470; THENCE RUN NORTH 89°23'48" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2315.46 FEET; THENCE RUN NORTH 84°15'10" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 213.34 FEET; THENCE DEPARTING SAID NORTH EXISTING RIGHT OF WAY LINE, RUN NORTH 42°26'19"WEST, A DISTANCE OF 152.54 FEET; THENCE RUN SOUTH 89°23'48" EAST, A DISTANCE OF 232.57 FEET; THENCE RUN NORTH 00°32'45" EAST, A DISTANCE OF 36.20 FEET; THENCE RUN SOUTH 90°00'00" EAST, A DISTANCE OF 2399.39 FEET TO THE AFOREMENTIONED EAST LINE; THENCE CONTINUE SOUTH 90°00'00" EAST, A DISTANCE OF 134.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 90°35'45'; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°35'45" WEST, A DISTANCE OF 88.47 FEET TO THE AFOREMENTIONED NORTH EXISTING RIGHT OF WAY LINE; THENCE RUN NORTH 89°24'15" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING.

AND:

THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A

DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE N00°55'51” WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE N89°02'38” EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22” WEST 350.00 FEET; THENCE N89°02'38” EAST 750.00 FEET; THENCE S00°57'22” EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE S89°02'38” WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA

DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT

BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°46'15", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°16'18" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 62°25'06" EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03 FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.

AND:

ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S

TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND:

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC

DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST, A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50 FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A

CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18,; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL

LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY

RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH

LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A

POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

AND:

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°36'02" WEST 508.32 FEET; THENCE SOUTH 89°20'23" EAST 925.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN

ARC LENGTH OF 298.99 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 15°52'16" WEST, 294.96 FEET, TO THE END OF SAID CURVE; THENCE NORTH 00°26'37" EAST 226.40 FEET; THENCE NORTH 89°24'15" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AND ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING.
AND

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017; THENCE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°23'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 408.21 FEET; THENCE SOUTH 87°34'38" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 93.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 137.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE THROUGH A CENTRAL ANGLE OF 88°46'20", AN ARC LENGTH OF 213.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 43°11'28" WEST, 192.36 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 01°11'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE 975.91 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 890.63 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°37'55", AN ARC LENGTH OF 56.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°00'39" EAST, 56.45 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE RUN SOUTH 89°18'21" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1269.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00°39'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 671.35 FEET; THENCE NORTH 89°20'23" WEST 672.53 FEET; THENCE NORTH 00°36'02" EAST 508.32 FEET TO THE POINT OF BEGINNING.

AND:

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID

SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF

790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD N0. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF

13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 3:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15

FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.7.
Meeting Date:	September 14, 2026
From:	Dan Miller, (Planning and Zoning Director)
Subject:	An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 2.62 +/- acres from City of Leesburg Low Density Residential to Medium Density Residential, for a property generally located south of South Street and west of Lucas Street, lying in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (TFS Lucas Street Multi-Family SSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend **denial** of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 2.62 +/- acres from City of Leesburg Low Density Residential to Medium Density Residential.

Analysis:
The project site is approximately 2.62 acres. The property is generally located south of South Street and west of Lucas Street. Currently, the property is undeveloped acreage. The proposed use is for 30 apartment units. The surrounding Future Land Use Map designation of City of Leesburg Low Density Residential is not considered compatible with the proposed future land use designation of City Medium Density Residential as this location would create a "spot" of higher density future land use within a Low Density area. The proposed zoning designation of R-3 (Medium Density Residential) will also create a "spot zoning" of higher density zoning within an area of lower density zoning.

The Planning Commission, at the public hearing held on August 20th, 2026, recommended **denial**, by a vote of 5-0, citing concerns regarding parcel size, proposed density, and traffic.

Procurement Analysis:
N/A

Options:
1.Deny the requested small-scale comprehensive plan amendment from City of Leesburg Low Density Residential to Medium Density Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 2.62 +/- ACRES FROM CITY OF LEESBURG LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF SOUTH STREET AND WEST OF LUCAS STREET, LYING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TFS LUCAS STREET MULTI-FAMILY SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agency, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on November 25, 2024, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 2.62 acres of land generally located south of South Street and west of Lucas Street from City of Leesburg Low Density Residential to Medium Density Residential, as shown on the revised map of said area, lying in Section 27, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

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

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION
TSF INVESTMENTS, LLC

All of Lot 7 and the North 80 feet of Lot 8, Block “A”, W.C. Wilkins Subdivisdin, a subdivision in the City of Leesburg, Florida, and recorded in Plat Book 5, page 11, Public Records of Lake County, Florida.

LESS AND EXCEPT:

The South 70 feet of the East 100 feet of Lot 7, the North 80 feet of the East 100 feet of Lot 8, all lying in Block “A” of W.C. Wilkins Subdivision, a subdivision in the City of Leesburg, Florida, and recorded in Plat Book 5, Page 11, in the Public Records of Lake County, Florida.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	August 20, 2026
OWNER:	TFS Investments LLC
PETITIONER:	Michael Rankin, Land Planning Group (LPG)
PROJECT:	TFS Lucas Street Multi-Family
REQUEST:	Small-Scale Comprehensive Plan Amendment from Low Density Residential to Medium Density Residential
CASE NO.:	SSCP-26-1378

BACKGROUND

The subject property is located on the west side of Lucas Street, lying south of the intersection of South Street and Lucas Street. The applicant has requested to amend the Future Land Use Map from Low Density Residential (8 u/a) to Medium Density Residential (12 u/a), along with an accompanying rezoning, for the purpose of developing a 30-unit apartment complex on a 2.63 +/- acre parcel, at a proposed density of 11.4 units per acre. The current future land use category of Medium Density will allow up to twenty-one (21) units, while the requested future land use category of Medium Density will allow up to thirty-one (31) units. There are apartments at the corner of South Street and Lucas Street, along with single family development surrounding the subject property. Lucas Street is considered a substandard roadway.

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

<u>DENIAL</u> of the request for the following reason(s):

1. While the proposed request does contemplate a residential use, inserting a higher density future land use at this location is not recommended as it does create a "spot" of higher density within an existing area of lower density future land use.

2. The proposed request increases the allowable density further from South Street on Lucas Street, which is a sub-standard roadway.

3. The proposed future land use designation for the site is not consistent with policies of the City's 2045 Comprehensive Plan as detailed in Exhibit A below. These policies include:

ELEMENT	GOAL	OBJECTIVE	POLICY	SUBJECT
Future Land Use	1	1.2	1.2.10	Compatible Densities
Future Land Use	1	1.6	1.6.5	Compatibility (Land Use)
Future Land Use	1	1.6	1.6.1	Inconsistencies
Transportation	1	1.7	1.7.3	New development

Action Requested:

1. Vote to **DENY** the Small-Scale Comprehensive Plan Amendment from Low Density Residential to Medium Density Residential, and forward the recommendation to the City Commission for consideration.

EXHIBIT A **Staff Recommendation of Denial Narrative**

4. The proposed future land use designation for the site is not consistent with the following Objectives and Policies in the City's Growth Management Plan:

   a. **Future Land Use Element, Goal I, Objective 1.2., Policy 1.2.10.**
   Compatible Densities. Require that proposed residential densities be compatible with existing development in the area, and that it be regulated or conditioned so as to avoid detrimental effects on the existing development and the environment
      - ***The proposed density of thirty (30) multi-family units is of a higher density than the immediately surrounding uses, and has the potential to create detrimental impacts on existing surrounding properties.***

   b. **Future Land Use Element, Goal I, Objective 1.6.**
   Land Use Compatibility. Future development must be consistent with the adopted Future Land Use Map and support the City's Water Supply Facilities Work Plan. Existing incompatible uses shall not be allowed to expand and shall be eliminated, when feasible.
      - ***The proposed request is not consistent with the density allowed under the adopted Future Land Use Map by creating a new expansion of a higher density at this site.***

   c. **Future Land Use Element, Goal I, Objective 1.6., Policy 1.6.1.**
   Inconsistencies. Proposed land use amendments which are inconsistent with the character of the community or inconsistent with adjacent future land uses shall not be approved by the City.
      - ***The proposed request is inconsistent with adjacent future land uses of Low Density Residential and Institutional, and with the character of the surrounding, existing community.***

   d. **Transportation Element, Goal I, Objective 1.7, Policy 1.7.3.**
   New developments, regardless of size, shall provide operational improvements to the City' transportation system to mitigate their impacts on the system, to ensure smooth traffic flow, and to aid in the elimination of hazards. Improvements may include, but are not limited to, the addition of turn lanes, acceleration lanes and/or deceleration lanes, signage, signals, pedestrian tables, and pavement markings.
      - ***The proposed request does not account for the roadway improvements required to serve the density requested on Lucas Street, a city-owned and maintained road.***

SUMMARY

While staff recognizes and applauds the effort to create new, attainable housing in the area, the request does contemplate a "spot" zoning and future land use on a substandard roadway. Staff respectfully recommends that the applicant consider utilizing the current entitlements for single family or duplex development, or apply for a Conditional Use Permit to allow an apartment use at a lower density.

APPROVED

OFFICE USE ONLY
Permit #: HP - 26 - 1041
APPROVED 08/19/2026

CITY OF LEESBURG
CERTIFICATE OF APPROPRIATENESS
HISTORIC DISTRICT APPLICATION FORM

Please type or print legibly (use blue or black ink). All blanks must be complete. Use N/A where not applicable.

Application Date: May 4 2026

Property Owner's Name	Rosangela Cobitla / Ruben Tur				
Property Street Address	1115 Herndon St				
City	Leesburg	**State**	Florida	**Zip**	34748
Contact Phone	7863002446	**Fax Number**			
Cell Phone	786 3002446	**E-mail Address**	Rcobitlla3@gmail.com		

Petitioner's Name	Rosangela cobitla				
Mailing Address	1115 Herndon st				
City	Leesburg	**State**	FL	**Zip**	34748
Contact Phone	786 300 2446	**Fax Number**			
Cell Phone	786 300 2446	**E-mail Address**	Rcobitlla3@gmail.com		

Agent's Name	N/A				
Mailing Address					
City		**State**		**Zip**	
Contact Phone		**Fax Number**			
Cell Phone		**E-mail Address**			

TYPE OF REQUEST

Exterior Alternation of Building / Structure	☒ Yes	☐ No	☐ **Other** *(Signs, etc.)*:
New Construction	☐ Yes	☐ No	
Relocation	☐ Yes	☐ No	
Demolition (see below)	☐ Yes	☐ No	
Alteration of an Archaeological Site	☐ Yes	☐ No	

PROPERTY INFORMATION

Alternate Key #	1164991				
Section	26	**Township**	19	**Range**	24

General location of the property is:	Located on the north side of Herndon St.			
Existing Zoning	R1			
Size of Property	16,552	**+ / - Square Feet**	0.38	**+ / - Acres**

Is the Property Served by:	**Central Water & Sewer**	☒ **Yes**	☐ **No**
	Well & Septic	☐ **Yes**	☒ **No**

STRUCTURE INFORMATION

Number of Existing Structures on Property:	
Present Use Structure #1	Primary Residence
Present Use Structure #2	N/A
Present Use Structure #3	N/A

Details of the proposed change:	

Painting existing exterior white columns and white borders/trims to a black finish. All structural elements, materials, and architectural details will be kept exactly as is. The project is stricly a cosmetic color update to enhance the existing historic features of the home.

Any previous applications filed within last 12 months of subject property? *If Yes, describe nature of previous request:*		**Yes**	✓	**No**

Legal Description of Property

Leesburg, Montview Addition Sub
Lots 5, 6, 7 Block 75 PB 3 PG 61 ORB
5328 PG 1599

Exact Legal Description for the property MUST be submitted above with application.
Please attach an additional sheet if needed for the legal description.
A copy of Warranty Deed showing ownership of property MUST be submitted with application.

OFFICIAL USE ONLY	
Historic Preservation Board Meeting Date	N/A
Staff Review Date	08/19/2026
Application has been reviewed and	[X] APPROVED [ ] DENIED
If approved, any conditions are attached.	

Melissa Medders De Los Santos	mkmeddersdelossantos	08/19/2026
City Planner's Name	Signature	Date
XXXXXXXXXXXXXX		
Board Chairperson's Name	Signature	Date

FOR DEMOLITION IN HISTORIC DISTRICT

Please complete if applicable. If this does not apply, please include "N/A" in all areas.

What is the purpose of the proposed demolition?

N/A

What is the proposed use of the property after demolition?

N/A

Describe condition of the structure: (Photos Required)

N/A

What are the alternatives to demolition (*i.e. selling the property, relocation, mothballing or partial demo*)**?**

N/A

Provide evidence that other alternatives have been fully explored:

N/A

Provide evidence that renovation of the structure has been fully explored:
Include a professional economic and / or structural feasibility study for rehabilitation of the structure.

N/A

PROPERTY OWNER & AGENT AFFIDAVIT*

DATE: 5.4.26

Before me, the undersigned authority personally appeared Rosangela Cobiella (property owner's name) who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. The said authority desires a **HISTORIC DISTRICT REQUEST** for EXTERIOR color change.
3. That said authority (property owner) has appointed N/A (agent's name) to act in his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:
   A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Leesburg, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Leesburg, Florida, and are not returnable.
   B. That the submittal requirements for the application have been completed and attached hereto as part of that application.
   C. That the HISTORIC DISTRICT REQUEST sign will be posted, in accordance with Section 25-282 (b)(2) of the City of Leesburg Code of Ordinances, at least ten (10) days prior to the scheduled meeting date at which the case will be considered by the Planning & Zoning Commission and will remain posted until final determination by the City Commission.

PROPERTY OWNER'S SIGNATURE

STATE OF FLORIDA
COUNTY OF Lake

Subscribed and sworn to (or affirmed) before me on May 27, 2026 (date) by Rosangela Cobiella
(name of affiant, deponent, or other signer).
She/He is personally known to me or has presented driver's license as identification.

NOTARY PUBLIC SEAL:

D'ANNA TOLER
Notary Public - State of Florida
Commission # HH 580153
My Comm. Expires Aug 8, 2028
Bonded through National Notary Assn.

AGENT'S SIGNATURE

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on _____ (date) by _____
(name of affiant, deponent, or other signer).
She/He is personally known to me or has presented _____ as identification.

NOTARY PUBLIC SEAL:

***NOTE: PROPERTY OWNER MUST SIGN AFFIDAVIT. WHEN AGENT IS REPRESENTING CASE, BOTH AGENT AND PROPERTY OWNER MUST SIGN AFFIDAVIT.**

CHECKLIST FOR HISTORIC DISTRICT APPLICATION COMPLETION

New Construction, Additions or Extensive Renovation or Repair to Existing Structures			
	Site Plan, illustrating location, with dimensions, required setbacks, landscaping and other site facilities		Drawing, with dimensions, of all affected exterior elevations
	Notes describing materials to be used on exterior, such as walls, roof trim, cornice, windows, etc. (Samples of materials are required)		Detailed drawings or photographs of any decorative architectural details. Such as columns, balustrades, and modillions, etc.
	Paint samples and plan keyed to location of each color to be used		

Photographs of the subject property to be worked on and surrounding buildings are required			
	Subject property photographs		Photographs of surrounding property and buildings

Minor Renovations or Repairs to Existing Buildings, work that entails changes to the exterior of building			
	Elevations		Photographs of each face of the building to be renovated with details of the affected areas

Painting (Commercial Only), Period color schemes are encouraged, however other colors may be acceptable Color samples must be submitted for the following			
	Main body		Trim or decorative features
	Accent areas (i.e. such as lattice, shutters, porch deck, etc.)		

Drives, Fences, Walls, Gates and Swimming Pools			
	Drawing or photograph of the type of fence, wall or gate with height and scale noted		Site plan, with dimensions, illustrating the placement of any proposed change to the property as is relates to property boundaries and all other buildings or other site facilities
	Description of the materials to be used		Paint samples, if the fence, wall or gate is to be painted

Demolition of an Existing Building (*see Application for Demolition*):			
	Drawings and descriptive material of the proposed new structure and/or site improvements for the site, including a site plan showing the existing above-ground structures, property lines, and how the new building is superimposed onto the site over existing conditions		Current photographs of the building

Signs, Murals, etc.			
	Drawings of the proposed sign illustrating overall size with dimensions, material of signboard and supports, type of lettering and color scheme, and proposed lighting, if any		A site plan of the property illustrating sign location with dimensions
	Submit paint color samples for: • Main body • Trim or decorative features • Letters, logos, designs, etc.		

Current / Existing Facade

Current / Existing Facade and Mock-up

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: August 20, 2026
OWNER: TFS Investments LLC
PETITIONER: Michael Rankin, Land Planning Group (LPG)
PROJECT: TFS Lucas Street Multi-Family
REQUEST: Small-Scale Comprehensive Plan Amendment to Medium Density Residential Future Land Use and R-3 (High Density Residential) Rezoning to allow a multifamily complex.
CASE NO.: SSCP-26-1378; RZ-26-1379

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 08/14/2026

FIRE

No comments – As of 08/14/2026

ELECTRIC

Electric has no objections. Easements will be required. There could be Make ready work involved as well. Before they submit a final site plan, they are strongly recommended to reach out to us at the Electric Department to work on easements and transformer locations. – Steven C. Davis, 08/03/2026

GAS

No comment from planning. – Christopher Matthews, 08/04/2026

GIS/ADDRESSING

GIS has no comments. – Nicholas Tota, 08/03/2026

BUILDING

No comments – As of 08/14/2026

PUBLIC WORKS

No comments – As of 08/14/2026

HOUSING & REDEVELOPMENT

No comments – As of 08/14/2026

LAKE COUNTY PUBLIC WORKS

The proposed 30-unit apartment complex is subject to school concurrency review. Please refer the applicant to the school district for more information on the process. – Helen LaValley, 08/03/2026

LAKE COUNTY SCHOOLS

No comments – As of 08/14/2026

PUBLIC RESPONSES

Approval

No comments – As of 08/14/2026

Disapproval

No comments – As of 08/14/2026

No comment

No comments – As of 08/14/2026

Notice of Appearance filed:

No comments – As of 08/14/2026

PUBLIC COMMENTS (APPROVAL)

No comments – As of 08/14/2026

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments – As of 08/14/2026

PUBLIC COMMENTS (DISAPPROVAL)

No comments – As of 08/14/2026

Extended Aerial

Planning & Zoning Department

N

0 205 410 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Aerial

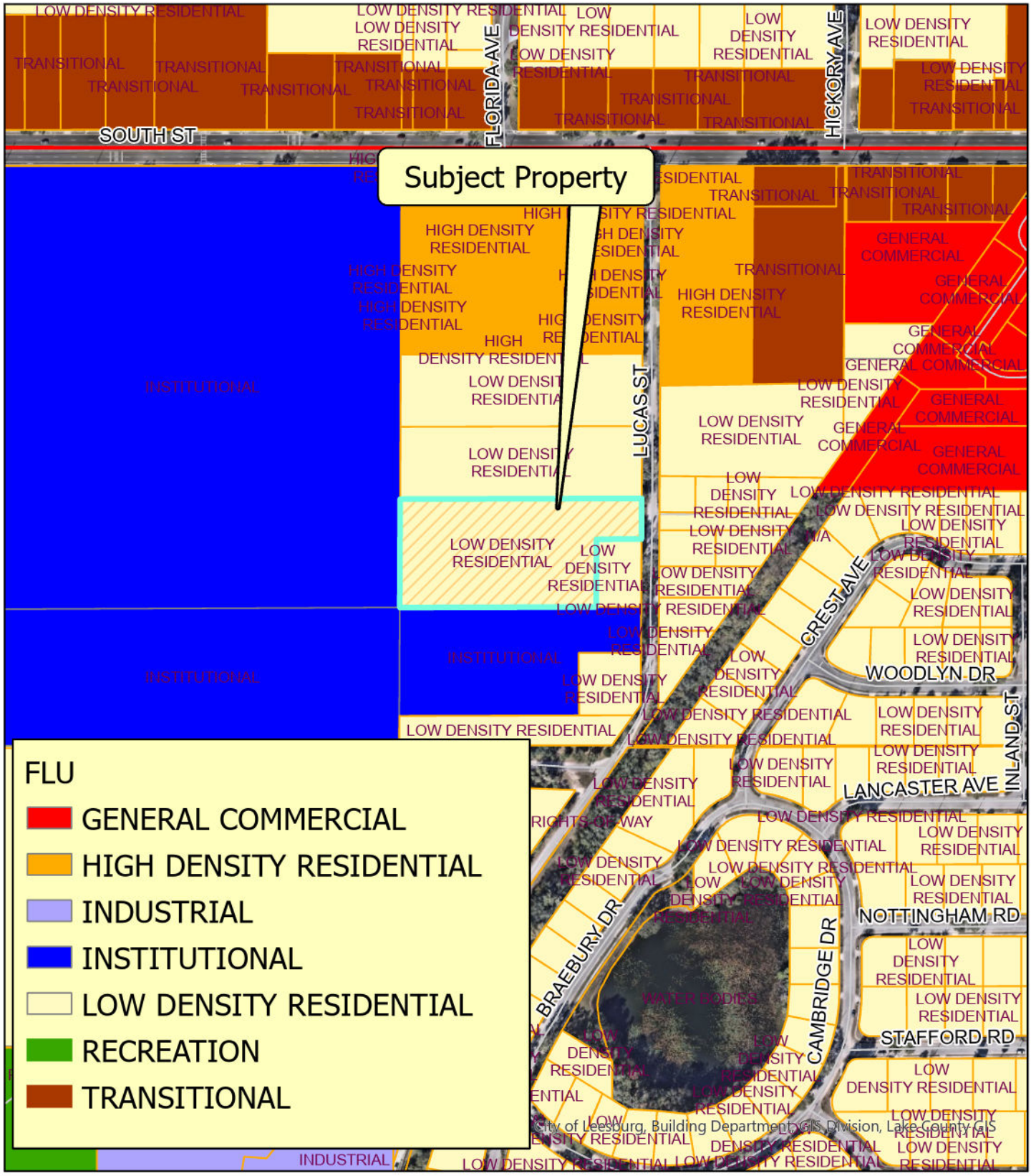
Planning & Zoning Department

N

0 130 260 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/30/2026

Future Land Use



Planning & Zoning Department

N

0 130 260 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Proposed Future Land Use

Planning & Zoning Department

N

0 130 260 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Surrounding Land Uses

Planning & Zoning Department

N

0 130 260 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Developments

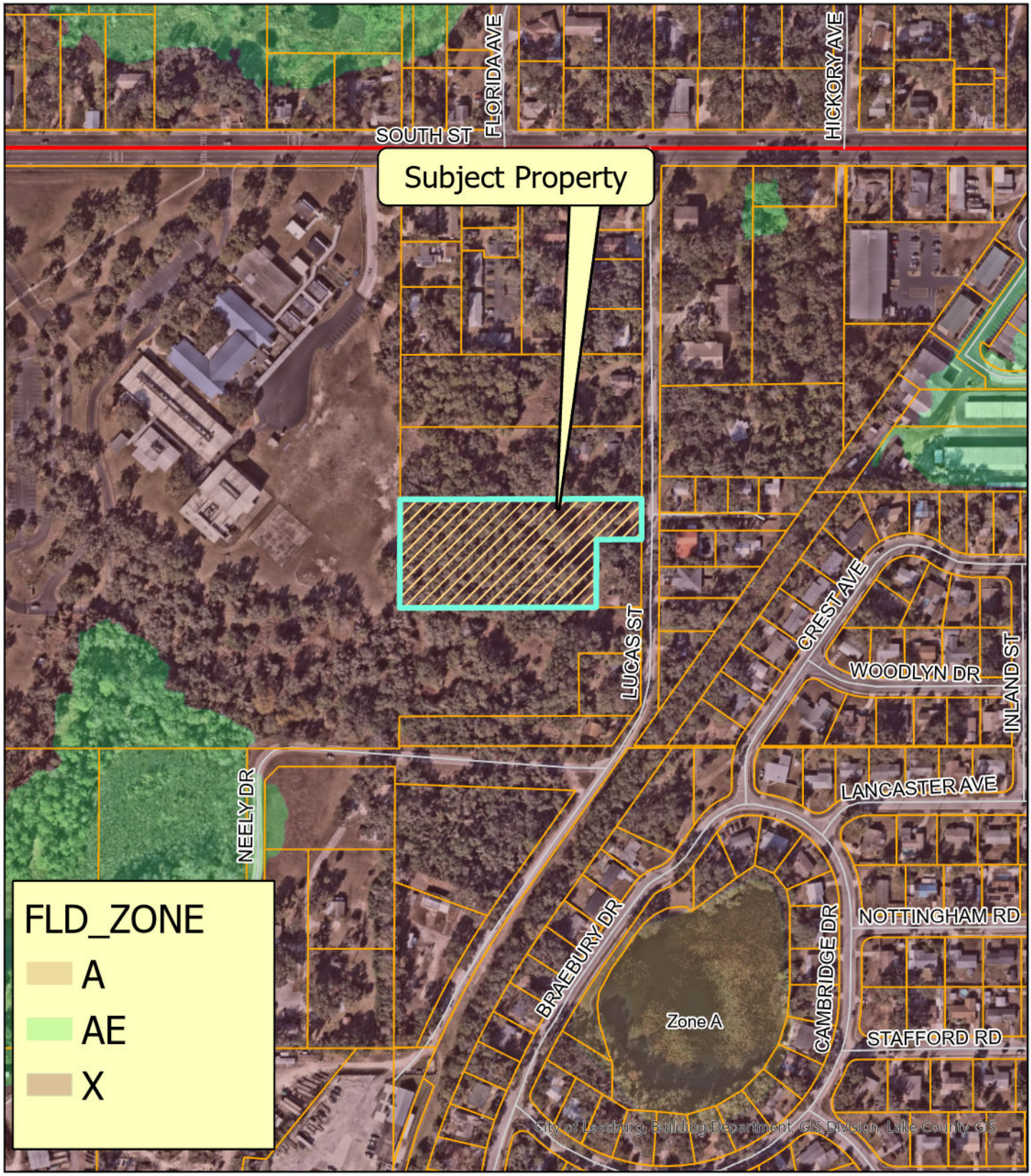
Planning & Zoning Department

N

0 205 410 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Flood Hazard Zone



Planning & Zoning Department

N

0 130 260 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Wetlands

Planning & Zoning Department

N

0 130 260 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.8.

Meeting Date: September 14, 2026

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.62 +/- acres from City R-2 (Medium Density Residential) to R-3 (High Density Residential) to allow for a multi-family development, for a property generally located south of South Street and west of Lucas Street, lying in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (TFS Lucas Street Multi-Family RZ)

Staff Recommendation:
Planning and Zoning Staff and the Planning Commission recommend **denial** of the request to rezone the subject property from City R-2 (Medium Density Residential) to R-3 (High Density Residential).

Analysis:
The project site is approximately 2.62 acres, and is generally located south of South Street and west of Lucas Street as shown on the attached maps. At this time, the property is undeveloped, vacant land. The surrounding Zoning Map designations of City of Leesburg R-1 (Low Density Residential), (Low R-2 (Medium Density Residential), SPUD (Small Planned Unit Development), and P (Public). Staff review indicates that this zoning request would allow for up to 30 units, and create a spot of higher density residential within a lower density area along Lucas Street, which is a substandard street. The existing land uses surrounding the property are school, single family residential, and multifamily (under 10 units).

The Planning Commission held a public hearing on the application on August 20th, 2026, and recommended **denial**, 5-0.

Procurement Analysis:
N/A

Options:
1. Deny the proposed rezoning from City R-2 (Medium Density Residential) to R-3 (High Density Residential); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this property would create a small positive fical impact on the city in the form of impact fees, utility fees, and ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 2.62 +/- ACRES FROM CITY R-2 (MEDIUM DENSITY RESIDENTIAL) TO R-3 (HIGH DENSITY RESIDENTIAL) TO ALLOW FOR A MULTI-FAMILY DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED SOUTH OF SOUTH STREET AND WEST OF LUCAS STREET, LYING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TFS LUCAS STREET MULTI-FAMILY RZ)

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

Section 1.

Based upon the petition of Michael Rankin, Land Planning Group (LPG), Petitioner, "Permittee," for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City R-2 (Medium Density Residential) to R-3 (High Density Residential), to-wit:

Legal Description:

All of Lot 7 and the North 80 feet of Lot 8, Block “A”, W.C. Wilkins Subdivision, a subdivision in the City of Leesburg, Florida, and recorded in Plat Book 5, page 11, Public Records of Lake County, Florida.

LESS AND EXCEPT:

The South 70 feet of the East 100 feet of Lot 7, the North 80 feet of the East 100 feet of Lot 8, all lying in Block “A” of W.C. Wilkins Subdivision, a subdivision in the City of Leesburg, Florida, and recorded in Plat Book 5, Page 11, in the Public Records of Lake County, Florida.

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED

OFFICE USE ONLY
Permit #: HP - 26 - 1041
APPROVED 08/19/2026

CITY OF LEESBURG
CERTIFICATE OF APPROPRIATENESS
HISTORIC DISTRICT APPLICATION FORM

Please type or print legibly (use blue or black ink). All blanks must be complete. Use N/A where not applicable.

Application Date: May 4 2026

Property Owner's Name	Rosangela Cobitla / Ruben Tur				
Property Street Address	1115 Herndon St				
City	Leesburg	**State**	Florida	**Zip**	34748
Contact Phone	7863002446	**Fax Number**			
Cell Phone	786 3002446	**E-mail Address**	Rcobitlla3@gmail.com		

Petitioner's Name	Rosangela cobitla				
Mailing Address	1115 Herndon st				
City	Leesburg	**State**	FL	**Zip**	34748
Contact Phone	786 300 2446	**Fax Number**			
Cell Phone	786 300 2446	**E-mail Address**	Rcobitlla3@gmail.com		

Agent's Name	N/A				
Mailing Address					
City		**State**		**Zip**	
Contact Phone		**Fax Number**			
Cell Phone		**E-mail Address**			

TYPE OF REQUEST

Exterior Alternation of Building / Structure	☒ Yes	☐ No	☐ **Other** *(Signs, etc.)*:
New Construction	☐ Yes	☐ No	
Relocation	☐ Yes	☐ No	
Demolition (see below)	☐ Yes	☐ No	
Alteration of an Archaeological Site	☐ Yes	☐ No	

PROPERTY INFORMATION

Alternate Key #	1164991				
Section	26	**Township**	19	**Range**	24

General location of the property is:	Located on the north side of Herndon St.			
Existing Zoning	R1			
Size of Property	16,552	**+ / - Square Feet**	0.38	**+ / - Acres**

Is the Property Served by:	**Central Water & Sewer**	☒ **Yes**	☐ **No**
	Well & Septic	☐ **Yes**	☒ **No**

STRUCTURE INFORMATION

Number of Existing Structures on Property:	
Present Use Structure #1	Primary Residence
Present Use Structure #2	N/A
Present Use Structure #3	N/A

Details of the proposed change:	

Painting existing exterior white columns and white borders/trims to a black finish. All structural elements, materials, and architectural details will be kept exactly as is. The project is stricly a cosmetic color update to enhance the existing historic features of the home.

Any previous applications filed within last 12 months of subject property? *If Yes, describe nature of previous request:*		**Yes**	✓	**No**

Legal Description of Property

Leesburg, Montview Addition Sub
Lots 5, 6, 7 Block 75 PB 3 PG 61 ORB
5328 PG 1599

Exact Legal Description for the property MUST be submitted above with application.
Please attach an additional sheet if needed for the legal description.
A copy of Warranty Deed showing ownership of property MUST be submitted with application.

OFFICIAL USE ONLY	
Historic Preservation Board Meeting Date	N/A
Staff Review Date	08/19/2026
Application has been reviewed and	[X] APPROVED [ ] DENIED
If approved, any conditions are attached.	

Melissa Medders De Los Santos	mkmeddersdelossantos	08/19/2026
City Planner's Name	Signature	Date
XXXXXXXXXXXXXX		
Board Chairperson's Name	Signature	Date

FOR DEMOLITION IN HISTORIC DISTRICT

Please complete if applicable. If this does not apply, please include "N/A" in all areas.

What is the purpose of the proposed demolition?

N/A

What is the proposed use of the property after demolition?

N/A

Describe condition of the structure: (Photos Required)

N/A

What are the alternatives to demolition (*i.e. selling the property, relocation, mothballing or partial demo*)**?**

N/A

Provide evidence that other alternatives have been fully explored:

N/A

Provide evidence that renovation of the structure has been fully explored:
Include a professional economic and / or structural feasibility study for rehabilitation of the structure.

N/A

PROPERTY OWNER & AGENT AFFIDAVIT*

DATE: 5.4.26

Before me, the undersigned authority personally appeared Rosangela Cobiella (property owner's name) who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. The said authority desires a **HISTORIC DISTRICT REQUEST** for EXTERIOR color change.
3. That said authority (property owner) has appointed N/A (agent's name) to act in his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:
   A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Leesburg, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Leesburg, Florida, and are not returnable.
   B. That the submittal requirements for the application have been completed and attached hereto as part of that application.
   C. That the HISTORIC DISTRICT REQUEST sign will be posted, in accordance with Section 25-282 (b)(2) of the City of Leesburg Code of Ordinances, at least ten (10) days prior to the scheduled meeting date at which the case will be considered by the Planning & Zoning Commission and will remain posted until final determination by the City Commission.

PROPERTY OWNER'S SIGNATURE

STATE OF FLORIDA
COUNTY OF Lake

Subscribed and sworn to (or affirmed) before me on May 27, 2026 (date) by Rosangela Cobiella
(name of affiant, deponent, or other signer).
She/He is personally known to me or has presented driver's license as identification.

NOTARY PUBLIC SEAL:

D'ANNA TOLER
Notary Public - State of Florida
Commission # HH 580153
My Comm. Expires Aug 8, 2028
Bonded through National Notary Assn.

AGENT'S SIGNATURE

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on _____ (date) by _____
(name of affiant, deponent, or other signer).
She/He is personally known to me or has presented _____ as identification.

NOTARY PUBLIC SEAL:

***NOTE: PROPERTY OWNER MUST SIGN AFFIDAVIT. WHEN AGENT IS REPRESENTING CASE, BOTH AGENT AND PROPERTY OWNER MUST SIGN AFFIDAVIT.**

CHECKLIST FOR HISTORIC DISTRICT APPLICATION COMPLETION

New Construction, Additions or Extensive Renovation or Repair to Existing Structures			
	Site Plan, illustrating location, with dimensions, required setbacks, landscaping and other site facilities		Drawing, with dimensions, of all affected exterior elevations
	Notes describing materials to be used on exterior, such as walls, roof trim, cornice, windows, etc. (Samples of materials are required)		Detailed drawings or photographs of any decorative architectural details. Such as columns, balustrades, and modillions, etc.
	Paint samples and plan keyed to location of each color to be used		

Photographs of the subject property to be worked on and surrounding buildings are required			
	Subject property photographs		Photographs of surrounding property and buildings

Minor Renovations or Repairs to Existing Buildings, work that entails changes to the exterior of building			
	Elevations		Photographs of each face of the building to be renovated with details of the affected areas

Painting (Commercial Only), Period color schemes are encouraged, however other colors may be acceptable Color samples must be submitted for the following			
	Main body		Trim or decorative features
	Accent areas (i.e. such as lattice, shutters, porch deck, etc.)		

Drives, Fences, Walls, Gates and Swimming Pools			
	Drawing or photograph of the type of fence, wall or gate with height and scale noted		Site plan, with dimensions, illustrating the placement of any proposed change to the property as is relates to property boundaries and all other buildings or other site facilities
	Description of the materials to be used		Paint samples, if the fence, wall or gate is to be painted

Demolition of an Existing Building (*see Application for Demolition*):			
	Drawings and descriptive material of the proposed new structure and/or site improvements for the site, including a site plan showing the existing above-ground structures, property lines, and how the new building is superimposed onto the site over existing conditions		Current photographs of the building

Signs, Murals, etc.			
	Drawings of the proposed sign illustrating overall size with dimensions, material of signboard and supports, type of lettering and color scheme, and proposed lighting, if any		A site plan of the property illustrating sign location with dimensions
	Submit paint color samples for: • Main body • Trim or decorative features • Letters, logos, designs, etc.		

Current / Existing Facade

Current / Existing Facade and Mock-up

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: August 20, 2026
OWNER: TFS Investments LLC
PETITIONER: Michael Rankin, Land Planning Group (LPG)
PROJECT: TFS Lucas Street Multi-Family
REQUEST: Small-Scale Comprehensive Plan Amendment to Medium Density Residential Future Land Use and R-3 (High Density Residential) Rezoning to allow a multifamily complex.
CASE NO.: SSCP-26-1378; RZ-26-1379

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 08/14/2026

FIRE

No comments – As of 08/14/2026

ELECTRIC

Electric has no objections. Easements will be required. There could be Make ready work involved as well. Before they submit a final site plan, they are strongly recommended to reach out to us at the Electric Department to work on easements and transformer locations. – Steven C. Davis, 08/03/2026

GAS

No comment from planning. – Christopher Matthews, 08/04/2026

GIS/ADDRESSING

GIS has no comments. – Nicholas Tota, 08/03/2026

BUILDING

No comments – As of 08/14/2026

PUBLIC WORKS

No comments – As of 08/14/2026

HOUSING & REDEVELOPMENT

No comments – As of 08/14/2026

LAKE COUNTY PUBLIC WORKS

The proposed 30-unit apartment complex is subject to school concurrency review. Please refer the applicant to the school district for more information on the process. – Helen LaValley, 08/03/2026

LAKE COUNTY SCHOOLS

No comments – As of 08/14/2026

PUBLIC RESPONSES

Approval

No comments – As of 08/14/2026

Disapproval

No comments – As of 08/14/2026

No comment

No comments – As of 08/14/2026

Notice of Appearance filed:

No comments – As of 08/14/2026

PUBLIC COMMENTS (APPROVAL)

No comments – As of 08/14/2026

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments – As of 08/14/2026

PUBLIC COMMENTS (DISAPPROVAL)

No comments – As of 08/14/2026

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE:	August 20, 2026
OWNER:	TFS Investments LLC
PETITIONER:	Michael Rankin, Land Planning Group (LPG)
PROJECT:	TFS Lucas Street Multi-Family
REQUEST:	Rezoning from R-2 (Medium Density Residential) to R-3 (High Density Residential)
CASE NO.:	RZ-26-1379

BACKGROUND:
The subject property is located on the west side of Lucas Street, lying south of the intersection of South Street and Lucas Street. The applicant has requested to rezone the subject property from R-2 (Medium Density Residential) to R-3 (High Density Residential), with an accompanying future land use amendment, for the purpose of developing a 30-unit apartment complex on a 2.63 +/- acre parcel, at a proposed density of 11.4 units per acre. There are apartments at the corner of South Street and Lucas Street, along with single family development surrounding the subject property. Lucas Street is considered a substandard roadway.

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

DENIAL of the request for the following reason(s):

1. Under the current zoning and future land use, the maximum allowable density is eight (8) units per acre. This request would exceed that density level on a substandard road.

2. Rezoning the property to R-3 (High Density Residential), will create a "spot" zoning which is considered a zoning of higher density or intensity surrounded by lower density or intensity uses.

3. This request for a higher density use lies further from the main arterial roadway (South Street) than existing lower density uses.

4. The proposed density of thirty (30) multi-family units is not clearly compatible with existing, lower density City of Leesburg residential development along Lucas Street.

5. Lucas Street is substandard street which needs significant upgrades prior to any increase in allowable density in the area.

Action Requested:
1. Vote to **DENY** the proposed rezoning from R-2 (Medium Density Residential) to R-3 (High Density Residential), and forward this recommendation to the City Commission for consideration.

Extended Aerial

Planning & Zoning Department

N

0 205 410 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Aerial

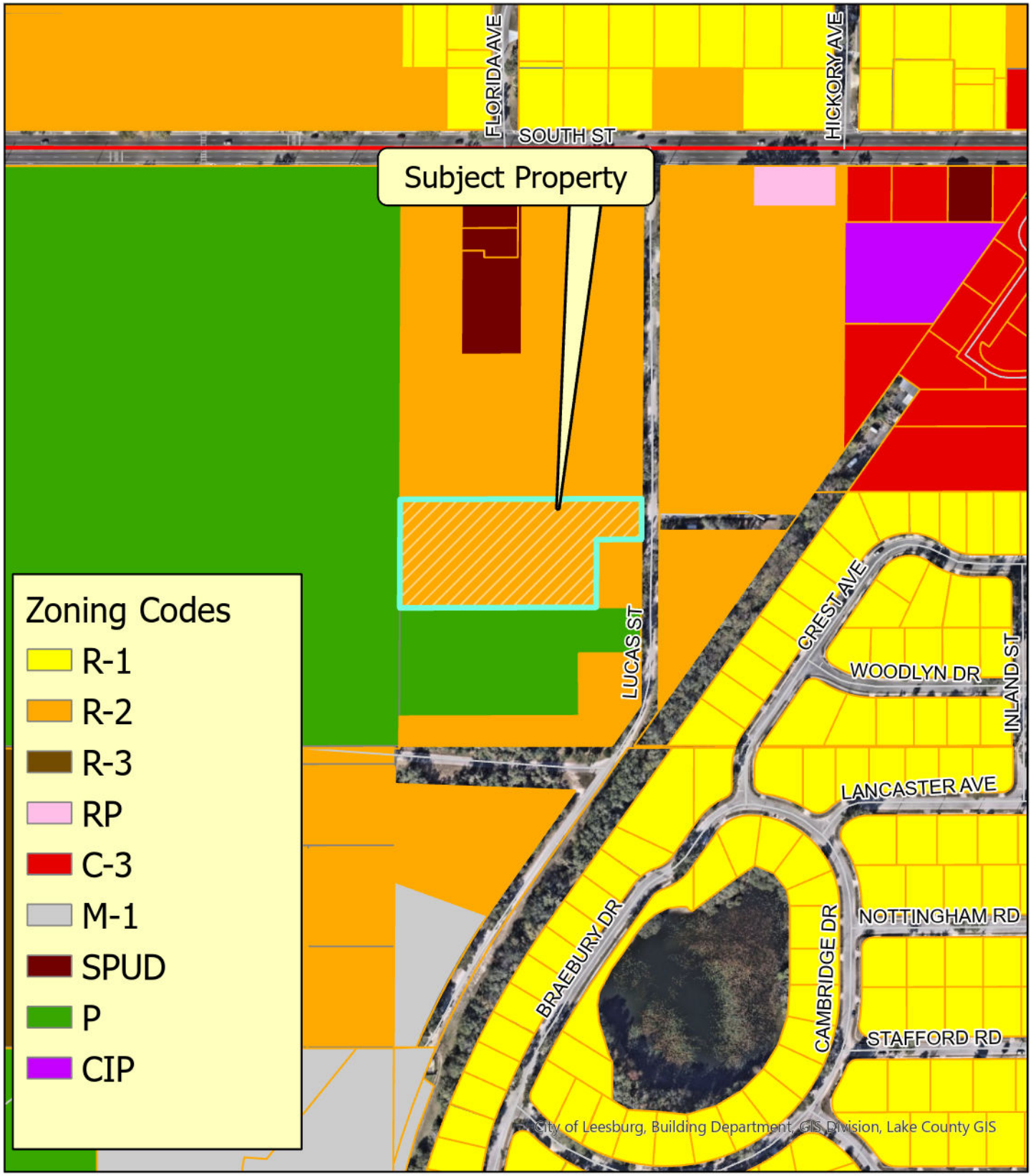
Planning & Zoning Department

N

0 130 260 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/30/2026

Zoning



Planning & Zoning Department

N

0 130 260 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Proposed Zoning

Planning & Zoning Department

N

0 130 260 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Developments

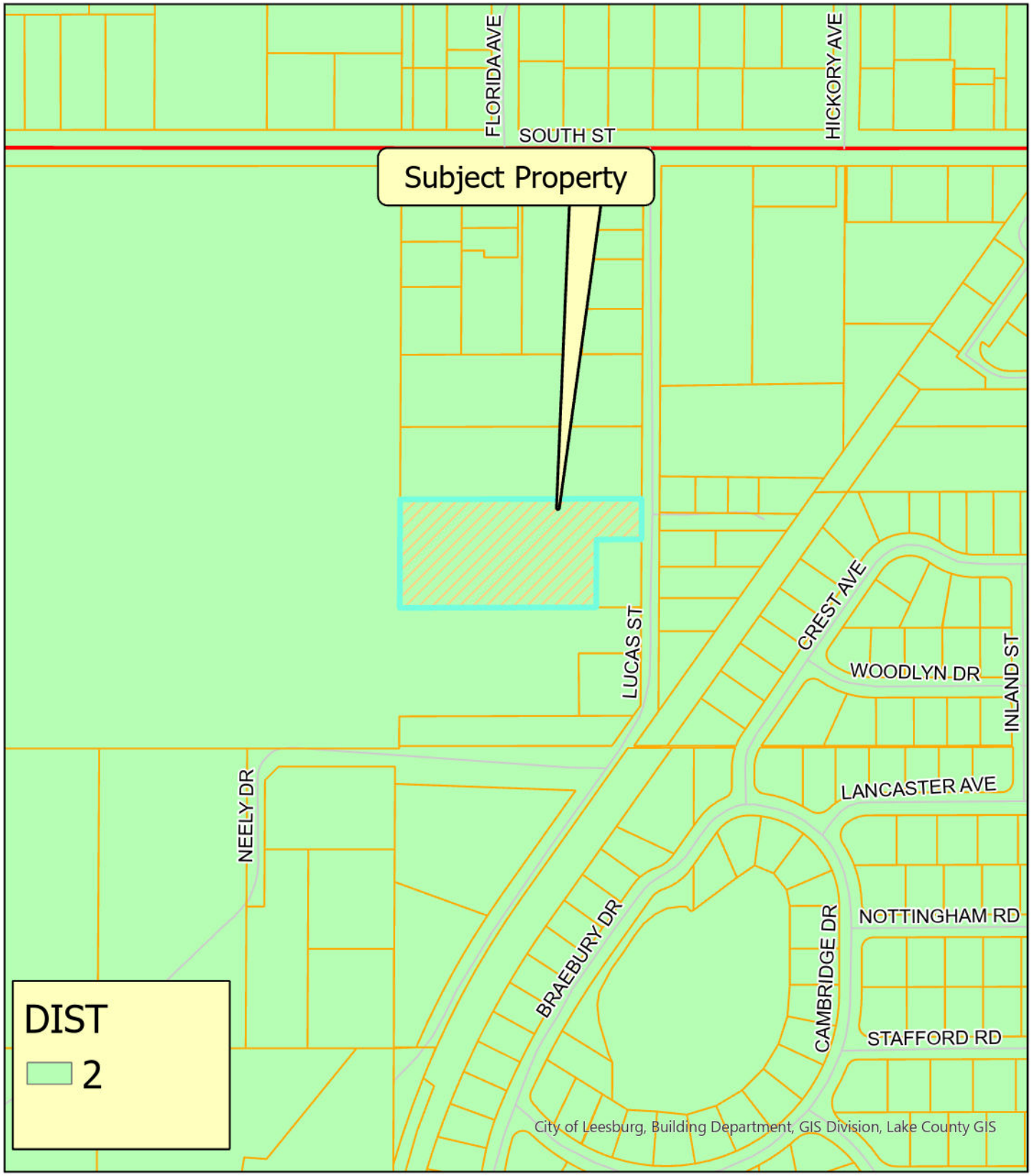
Planning & Zoning Department

N

0 205 410 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Commission District



Planning & Zoning Department

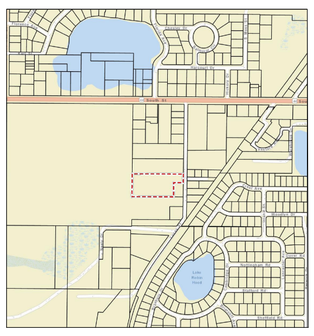
N

0 130 260 Feet

TFS Lucas Street Multifamily SSCP RZ
SSCP-26-1378, RZ-26-1379
Alternate Key: 1354790
Section 27, Township 19 South, Range 24 East
7/31/2026

Owner:
TFS Investments LLC
7409 Sunnyside Drive,
Leesburg, FL 34748

Agent/Consultant:
LPG Urban & Regional Planners, LLC
Michael Rankin,
Managing Member
1162 Camp Ave.
Mount Dora, FL 32757
352-385-1940



Location

Notes:

Site: 2.63 acres (114,562.80 sf)
Flood Zone: X
Community Panel Number: 120136-12069C0317E

Existing FLU: Low Density Residential
Existing Zoning: R-2

Proposed FLU: Medium Density Residential
Proposed Zoning: R-3

Adjacent Land Use and Zoning
North: Low Density Residential/Medium Density Residential
South: Public/Institutional
East: Low Density Residential/Medium Density Residential
West: Public/Institutional

Proposed Uses:
Multifamily
Water Retention Areas
Paths/Trails
Grilling Area

Density :
Maximum: 12 Units/Acre MDR
Proposed: 11.4 Units/Acre

*This plan is conceptual in nature and is subject to changes due to engineering and other influences.

Maximum FAR: 2.0
Proposed FAR: 0.27

Maximum ISR: 50%
Proposed ISR: 50%

Open Space
Required: 50%
Proposed: 50%

Multifamily Setbacks
Front: 30'
Rear: 20'
Side: 25/10'

Total Number of Spaces:
Handicap Parking 1 space per 25 total:
Parking Required
Multifamily Parking Spaces: 2
(Proposed at 1.5 spaces/unit)

Parking Proposed: 53
(Proposed at 1.5 spaces/unit)
Bike Parking:
Required
Multifamily: 1 sheltered bike parking space for each unit- spaces 30

Proposed
Multifamily: 1 sheltered bike parking space for each unit-spaces 30

Maximum Building Height
Allowed: 45' 3 Stories
Proposed: 35' 2 Stories

Site Lighting shall comply with IESNA Guidelines

Utilities
Water and Sewer Provider: City of Leesburg
Electric & Natural Gas Provider: City of Leesburg
Fire Protection: Provided by the City of Leesburg

Buffers(Type and Width)
North -25 feet
South-25 feet
East-10 feet
West-25 feet

Legal Description:

All of Lot 7 and the North 80 feet of Lot 8, Block "A", W.C. WILKINS SUBDIVISION, a subdivision in the City of Leesburg, Florida, and recorded in Plat Book 5, page 11, Public Records of Lake County, Florida.

LESS AND EXCEPT:

The South 70 feet of the East 100 feet of Lot 7, the North 80 feet of the East 100 feet of Lot 8, all lying in Block "A" of W.C. WILKINS SUBDIVISION, a subdivision in the City of Leesburg, Florida, and recorded in Plat Book 5, page 11, in the Public Records of Lake county, Florida.

N
W E
S

GRAPHIC SCALE
0 15 30 60 120
(IN FEET)
1 inch = 20 ft.
Scale: 1:30

TSF Investments

Conceptual Plan

Leesburg, FL

LAND PLANNING GROUP
ENTITLEMENT · PRINTING · CONSULTING
URBAN AND REGIONAL PLANNERS

Project #: 2107/1
Alt Key #: 1354790
6/10/2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.9.
Meeting Date:	September 14, 2026
From:	Nathan Barlow, (Deputy Fire Chief)
Subject:	An Ordinance of the City of Leesburg, Florida consenting to the inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the provision of Ambulance and Emergency Medical Services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the city to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the ordinance extending participation in the countywide MSTU for ambulance and emergency medical services.

Analysis:
The Lake County Board of County Commissioners enacted an ordinance creating a municipal service taxing unit (the "MSTU") to fund the provision of ambulance and emergency medical services within the MSTU. On July 25, 2000, the City passed Ordinance No. 00-29 which included the City within the MSTU. The current term expires on September 30, 2026, and it is appropriate to extend the City's participation in the MSTU for an additional year.

Procurement Analysis:
N/A

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

Fiscal Impact:
The MSTU provides the funding source for the provision of ambulance service in Leesburg and Lake County.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA CONSENTING TO THE INCLUSION OF THE CITY OF LEESBURG, FLORIDA, WITHIN THE COUNTYWIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID M.S.T.U. FOR A SPECIFIC TERM OF YEARS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners for Lake County determined that the best mechanism to secure the necessary funding to provide ambulance service was to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(1)(q), Florida Statutes, provides that boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipality consents, by ordinance, to be included therein; and

WHEREAS, the City Commission of the City of Leesburg, Florida has determined that it is in the best interest of and serves the health, safety, and general welfare of the residents of Leesburg to include the City of Leesburg within the Lake County municipal service taxing unit for ambulance and emergency medical services; and

WHEREAS, Lake County's ordinance expressed its intent to include the City of Leesburg within the boundaries of the Lake County Municipal Taxing Unity for Ambulance and Emergency Medical Services (The "MSTU"), subject to the adoption of an approving ordinance by the City Commission of the City of Leesburg; and

WHEREAS, the City Commission of the City of Leesburg, Florida, previously agreed by Ordinance No. 00-29, and subsequent ordinances extending the approval, to be included in the MSTU, which has been mutually beneficial; and

WHEREAS, the City once again wishes to extend its inclusion within the MSTU for an additional one (1) year term upon expiration of the current term on September 30, 2026.

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

SECTION I. The City Commission of the City of Leesburg hereby consents to the inclusion of the City of Leesburg within the boundaries of the "Lake County Municipal Service Taxing Unity for Ambulance and Emergency Medical Services."

SECTION II. The date on which Ordinance No. 00-29 expires is hereby amended to September 30, 2027.

SECTION III. All ordinances or parts of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV. If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION VI. This Ordinance shall become effective upon its passage and adoption according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: September 14, 2026

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Ratification of the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; and providing an effective date.

Staff Recommendation:
Staff recommends ratification of the Collective Bargaining Agreement.

Analysis:
A tentative agreement has been reached with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC. The union membership has ratified the tentative agreement. The next step in the CBA process is for the Commission to ratify the tentative agreement.

Assuming approval by the City Commission, the agreement will be effective from October 1, 2026, until September 30, 2029. Beyond September 30, 2029, the terms become "status quo" until a new agreement is reached. The City is obligated to continue the bargaining process.

Modifications to the existing contract have been underlined in the attached document. Most notable changes are as follows:

- Article 3 - Union Rights - added 100-hour time bank language, Weingarten Rights language, and Union communication language.
- Article 4 - Employee Rights - added language pertaining to inspection of official personnel file by employee.
- Article 6 - Compensation - agreed to 0% wage increases in year 1; 5% wage increases in year 2; 5% wage increase; and remove old contract language.
- Article 7 - Hours of Work/Overtime - remove old contract language; modify language under section 7.13.
- Article 10 - Holidays - added new holidays to mirror the City's holiday policy.
- Article 14 - Physical Examinations - added language regarding modified duty due to annual physical examinations; corrected Tobacco statute reference.
- Article 25 - Retirement - added. 3.25% multiplier effective October 1, 2026, to also include DROP participants; remove old contract language.
- Article 31 - Shift Exchanges - remove Perpetual Swap language.

- Article 33 - Promotions - clean up language.
- Article 46 - Duration - updated contract dates.
- Appendix E - Tobacco Affidavit - correct statute reference.

Procurement Analysis:
N/A

Options:
1. Ratify the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The proposed agreement represents an estimated impact of $250,000 in the first year of this agreement. This increase is included in the FY 27 budget.
Account No. 001-2220-522-2211

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF LEESBURG LOCAL 2957, IAFF, AFL-CFO-CLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT an agreement has been reached with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC.

THAT this Union Membership has approved the Agreement, and

THAT this Agreement is hereby Ratified and Accepted by the City of Leesburg, and

THAT the Mayor and City Clerk are hereby authorized to execute an agreement on behalf of the City.

THAT this resolution shall become effective October 1, 2026.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of September 2026.

_____
Mayor

ATTEST:

_____
City Clerk

COLLECTIVE BARGAINING AGREEMENT

CITY OF LEESBURG

AND

PROFESSIONAL FIREFIGHTERS OF LEESBURG

LOCAL 2957, IAFF,

AFL-CIO-CLC

October 1, 2026~~3~~ through September 30, 2029~~6~~

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Article 1

Recognition

1.1. The City recognizes the Union's status by virtue of the Florida Statutes, Section 447.307 and its certification by the Florida Public Employees Relation Commission in Case No OR 86 250 and certification No. 675 as established June 25, 1985 and as subsequently amended. In consequence, thereof, the City recognizes the Union as the exclusive collective bargaining representative of all sworn firefighters in the classification of Firefighter/Engineer, Fire Lieutenant, Firefighter; and excluding all sworn firefighters in the classifications of Fire Chief/EOC Commander, Deputy Fire Chief, Division Chief, Battalion Chief, and Captain. Fire Chief's Administrative Assistants, and all other employees of the City of Leesburg.

1.2. The City agrees that any employees hired into one of the above-referenced classifications will be covered in all aspects by the provisions of this collective bargaining agreement and shall enjoy all rights and privileges afforded by this agreement without restriction.

Article 2

Management Rights

2.1. "Pursuant to Section 447.209, Florida Statutes – It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Fire Department, set standards of services to be offered to the public, and exercise control and discretion over the department's organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement."

Article 3

Union Rights

3.1. Stewards:

a. The City recognizes the right of the Union to designate a steward for each shift. The Union will keep the City advised in writing of the name of such steward or stewards.

b. The steward is authorized and empowered to represent the Union in dealing with the City in the administration of this Agreement.

c. A Union steward shall be an employee in the bargaining unit who has satisfactorily completed his probationary period.

d. The Union recognizes that a Union Steward is not entitled to any specific benefit or treatment because of his role as a steward.

e. The activities of a Union steward shall be performed during non-working hours except as specifically provided herein. Non-working hours shall include lunchtime, break time and hours before 8:00 a.m. and after 5:00 p.m. Monday through Sunday.

f. A Union steward may investigate, handle or adjust a formal grievance during working hours under the following conditions:

1. Activity will be conducted with a minimum of interference with normal work.
2. In no event will it be done beyond the conclusion of his normal shift, and will only be on a regular rate of pay status.
3. Must obtain permission from the Fire Chief before conducting an investigation during working hours.
4. Shall not leave the station(s) to conduct any part of the investigation.

g. A Union steward shall not spend an unreasonable amount of time investigating a grievance or performing other duties for the Union. The Fire Chief shall have the right to request of the Union that it stop any excessive activity of the Union steward and/or replace the employee with another employee as steward.

3.2. Off Shift Visitation:

Where, in the opinion of the City, it is reasonable and necessary for a local Union Officer, other than an employee on shift to enter upon the City's property or buildings to investigate a previously filed grievance, such agent shall first secure permission from the Fire Chief, or his designee in his absence, and may then set/select a mutually satisfactory date and time for the visit.

3.3. General:

a. Each employee covered by this Agreement shall have the right to have a Union representative of his choosing present at any time the employee is subjected to questioning which the employee reasonably believes could lead to discipline and/or in any meeting where any disciplinary action is to be taken.

3.4 Union Time Bank:

The City shall provide a bank of one hundred (100) hours per fiscal year for Union business, to be used by Union officers or stewards.

3.5 Weingarten Rights

Employees shall have representation rights consistent with applicable law.

3.6 Union Communication:

The Union may utilize the City's email system for official Union business on a limited basis, consistent with City policies governing electronic communications, cybersecurity, public records retention, and acceptable use. The use of City email shall not interfere with business operations or result in additional costs to the City.

Article 4

Employee Rights

4.1. An employee shall have the right to join or refuse to join in Union activity without interference or intimidation by either the City or the Union. See Appendix "B."

4.2. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in the Union, or by the Union because of any employee's lack of such activity or membership.

4.3. The Union agrees that no employee will solicit Union membership during working hours. Working hours shall exclude the non-working hours listed in Article 3.1 e.

4.4 Each employee covered by this Agreement shall have the right to inspect their official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The City adheres to Florida Statute 119 and ensures that exempt or confidential information is not disclosed when a request is made to view an employee's official personnel file, except as otherwise permitted by law. A reasonable effort will be made to inform employees when a request is made to view their personnel file by anyone not employed by the City.

Article 5

Strikes

5.1. The City shall have the right to discipline up to and including discharge any employee who instigates, participates in or gives leadership to any strike, sit-down, stay-in or slowdown of Leesburg public safety employees while employed by the City, and will not be involved with any curtailment of work or restriction of service or interference with the operations of the City during the terms of this agreement.

Article 6

Compensation

~~*(ratified on 7/14/2025)*~~

6.1. ~~Effective October 1, 2023, the below ranges are adopted.~~

~~October 1, 2023 @ 2704 hours per year~~				
~~Position~~	~~Hourly Min~~	~~Hourly Max~~	~~Annual Min~~	~~Annual Max~~
~~Firefighter 520~~	~~$16.34~~	~~$23.69~~	~~$44,183.36~~	~~$64,057.76~~
~~Firefighter/Engineer 524~~	~~$18.59~~	~~$26.91~~	~~$50,267.36~~	~~$72,764.64~~
~~Fire Lieutenant 529~~	~~$22.43~~	~~$32.58~~	~~$60,650.72~~	~~$88,096.32~~

~~Effective October 1, 2024, the below ranges are adopted.~~

~~October 1, 2024 @ 2704 hours per year~~				
~~Position~~	~~Hourly Min~~	~~Hourly Max~~	~~Annual Min~~	~~Annual Max~~
~~Firefighter 520~~	~~$17.00~~	~~$24.64~~	~~$45,968.00~~	~~$66,626.56~~
~~Firefighter/Engineer 524~~	~~$19.34~~	~~$27.99~~	~~$52,295.36~~	~~$75,684.96~~
~~Fire Lieutenant 529~~	~~$23.33~~	~~$33.89~~	~~$63,084.32~~	~~$91,638.56~~

~~Effective April 1, 2025, or before, the below ranges are adopted.~~

~~April 1, 2025 (or before) @ 2496 hours per year~~				
~~Position~~	~~Hourly Min~~	~~Hourly Max~~	~~Annual Min~~	~~Annual Max~~
~~Firefighter 520~~	~~$18.42~~	~~$26.70~~	~~$45,976.32~~	~~$66,643.20~~
~~Firefighter/Engineer 524~~	~~$20.96~~	~~$30.33~~	~~$52,316.16~~	~~$75,703.68~~
~~Fire Lieutenant 529~~	~~$25.28~~	~~$36.72~~	~~$63,098.88~~	~~$91,653.12~~

Effective October 1, 2026~~5~~, the below ranges are adopted.

October 1, 2026~~5~~ @ 2496 hours per year				
Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Firefighter 520	$20.63	$29.90	$51,492.48	$74,630.40
Firefighter/Engineer 524	$23.48	$33.97	$58,606.08	$84,789.12
Fire Lieutenant 529	$28.31	$41.13	$70,661.76	$102,660.48

Effective October 1, 2027, the below ranges are adopted.

October 1, 2027 @ 2496 hours per year				
Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Firefighter 520	$21.66	$31.40	$54,063.36	$78,374.40
Firefighter/Engineer 524	$24.65	$35.67	$61,526.40	$89,032.32
Fire Lieutenant 529	$29.73	$43.19	$74,206.08	$107,802.24

Effective October 1, 2028, the below ranges are adopted.

October 1, 2028 @ 2496 hours per year				
Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Firefighter 520	$22.74	$32.97	$56,759.04	$82,293.12
Firefighter/Engineer 524	$25.88	$37.45	$64,596.48	$93,475.20
Fire Lieutenant 529	$31.22	$45.35	$77,925.12	$113,193.60

6.2. ~~Effective on October 1, 2023, all employees in this bargaining unit shall receive a maximum of a five percent (5%) increase or be moved to the starting pay range for their job classification, whichever is greater.~~

~~Effective on October 1, 2024, all employees in this bargaining unit shall receive a maximum of a four percent (4%) increase or be moved to the starting pay range for their job classification, whichever is greater.~~

~~Effective on October 1, 2025, all employees in this bargaining unit shall receive a maximum of a twelve percent (12%) increase or be moved to the starting pay range for their job classification, whichever is greater. In addition, members will receive longevity pay calculated at half a percent (0.50%) per year (up to 20 years) of Leesburg Fire Service as a member of this bargaining unit, as of October 1, 2025.~~

Effective on October 1, 2026, all employees in this bargaining unit shall not receive a salary increase, in lieu of changes made to Article 25 (Retirement).

Effective on October 1, 2027, all employees in this bargaining unit shall receive a maximum of a five percent (5%) increase or be moved to the starting pay range for their job classification, whichever is greater.

Effective on October 1, 2028, all employees in this bargaining unit shall receive a maximum of a five percent (5%) increase or be moved to the starting pay range for their job classification, whichever is greater.

The salaries and wages depicted in Section 6.1 of this Agreement provide for a zero ~~five~~ percent (0~~5~~%) ~~step~~ wage increase in year one (1)~~,~~; a five percent (5%) wage increase in year two (2); ~~and a wage opener in years two (2) and three (3)~~and a wage increase of five percent (5%) in year three (3) ~~,~~. ~~t~~These pay increases per year shall not exceed the ~~new~~ salary ranges for all bargaining members, ~~which becomes~~ effective October 1, 202~~6~~3, ~~updated on October 1, 2024,~~ and updated again on October 1, 202~~7~~5 and October 1, 2028. Newly hired probationary employees shall not be eligible for the ~~step~~ wage increase until successful completion of the six (6) months evaluation period. Once the new employee has completed the probationary period, he shall receive the ~~step~~wage increase in accordance with this article. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. Further, the parties agree that there is no entitlement or guarantee to wages/salary adjustments not specifically provided for in this agreement.

~~The parties agree to re-open this Agreement for the sole purposes of bargaining about compensation and one additional article to be determined by the collective bargaining union for fiscal year 2024-2025 (beginning October 1, 2024 and ending September 30, 2025) and for fiscal year 2025-2026 (beginning October 1, 2025 and ending September 30, 2026). Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.~~

6.3. A current bargaining unit employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

6.4. An employee hired into the bargaining unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

6.5. The City's classification and pay plan do not apply to bargaining unit employees; base compensation Paramedic, Field Training Officer (FTO), and Coordinator "Add Pay" of employees is governed exclusively by this Article 6.

6.6. Each bargaining unit employee will be evaluated at 90 days, six (6) months, and one (1) year from his hire date. The evaluation completed one year from the date of hire is the end of probation and the first annual evaluation. Annual evaluations will occur thereafter on the anniversary of the initial employment date. Documents used and prepared in the process of evaluation shall be of the City's choosing, and may be modified at the City's sole discretion. If over the term of this contract the City considers the entirety of the general fund non-union-represented workforce for merit, bonuses, step increases or COLA increases, the same consideration shall apply to bargaining unit employees.

6.7. Bargaining unit employees shall not exceed the maximum annual salary amount listed in Article 6.1~~as 2023-2026 paygrades~~ of this contract. Should the ~~step~~wage increase

outlined in Article 6.1 result in a unit member being placed above the maximum salary range, the unit member shall receive the difference of the ~~step~~wage increase in the form of a bonus check paid in the first pay period of October.

6.8. State Certified or Regionally Certified Paramedics recognized by the Leesburg Fire Department and cleared by the Lake County Medical Director may be considered for additional compensation. To receive such pay, bargaining unit personnel assigned as paramedics must maintain their paramedic certifications and cleared to work under Lake County Medical Direction. The Paramedic compensation will be paid as an "Add Pay" in the amount of $5.22~~4.81~~ per hour for actual hours worked and scheduled shift time ~~effective October 1, 2023~~, and will not be included in the base rate of pay for any position at the Fire Department. ~~The Paramedic compensation pay for years two (2) and three (3) of the contract will be discussed during wage openers as outlined in Article 6.2.~~

~~Effective April 1, 2025, or before, Paramedic compensation will be $5.22 per hour, based on 2496 hours per year.~~

6.9. EMS Coordinator and Field Training Officers are supplementary title responsibilities and pay assigned to another recognized bargaining unit position.

6.10. Field Training Officers' (FTO's) compensation shall be $~~.74~~.81 per hour. To receive such pay, bargaining unit personnel assigned as FTO's must maintain all required certifications, as deemed by the Training Division. The FTO incentive will be paid as an "Add Pay" for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

~~Effective April 1, 2025, or before, FTO compensation shall be $.81 per hour, based on 2496 hours per year.~~

6.11. EMS and Fire Training Coordinators compensation shall be $~~1.11~~1.21 per hour. To receive such pay, bargaining unit personnel assigned as Coordinators must maintain all

required certifications, as deemed by the Training Division. The Coordinator incentive will be paid as an "Add Pay" for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

~~Effective April 1, 2025, or before, EMS and FTO Coordinators compensation shall be $1.21 per hour, based on 2496 hours per year.~~

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Article 7

~~*(ratified on 7/22/2024)*~~

Hours of Work/Overtime

7.1. The variable work schedule for members of the bargaining unit shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

7.2. Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), the parties acknowledge that, as of January 1, 2018, the Bargaining Unit ~~has~~ made an election of a twenty-one (21) day work cycle for FLSA overtime purposes, and that overtime must be paid at the rate of time and one-half (1 ½) the regular rate of pay to employees of the department for work actually performed in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle. Such work may be compensated at either the regular rate or time and one-half (1 ½) rate depending upon whether the employee actually works all scheduled hours in the applicable work cycle.

~~Effective January 1, 2018 f~~Firefighter unit employees are~~will be~~ on a twenty-one (21) day work cycle for determining overtime pursuant to FLSA and are granted a twenty-four (24) hour Kelly Day (furlough) every seventh (7th) shift; one twenty-four (24) hour Kelly Day every twenty-one (21) day work cycle. ~~the granting of a twelve-hour Kelly Day (furlough); the newly selected Kelly Day schedule will be implemented the first full twenty-one (21) day work cycle.~~ The Kelly Day is based on scheduled hours and will be granted during the twenty-one (21) day work cycle. Only hours actually worked, not hours paid, will count towards determining any overtime owed during the twenty-one (21) day work cycle pursuant to FLSA the threshold of 159 hours.

~~Effective April 1, 2025, or before, firefighter unit employees will be granted a twenty-four (24) hour Kelly Day (furlough) every seventh (7th) shift; one twenty-four (24) hour Kelly Day every twenty-one (21) day work cycle.~~

7.3. The "24" on "48" off three-platoon variable work schedule results in a scheduled 2496~~2704~~ hours per year for combat personnel.

~~Effective April 1. 2025, or before, the scheduled hours for combat personnel will be 2496 hours per year.~~

7.4 The City agrees to pay each member of the bargaining unit actual hours worked at his current hourly rate in each of the twenty-six (26) pay periods. This results in payment for 24962~~704~~ hours per year. The payment for 24962~~704~~ hour per year does not include~~s~~ payment for FLSA overtime hours in the work cycle.

~~Effective April 1, 2025, or before, the hours per year will be adjusted to 2496 hours per year. The payment for 2496 hours per year does not include payment for FLSA overtime hours in the work cycle.~~

7.5. An employee shall be required to work overtime when ordered.

7.6. Overtime compensation will be paid in accordance with Federal Labor Standards Act (FLSA) 7k for actual hours worked beyond 159 hours within the twenty-one (21) day work cycle. For the purposes of the computations of overtime compensation, the following shall not be deemed hours worked, namely unscheduled PTO leave, Time Trade "Worked" ("Swap On"), Kelly Days, ~~"Perpetual Swaps,"~~ holiday time, LTB leave, funeral leave, Jury duty, off-duty doctors' appointments, off-duty annual physicals, time spent in school or in class on the employee's own initiative and any other time paid but not worked.

7.7. In the event that a variable workweek 24-hour shift personnel is temporarily reassigned for a special project or light-duty, approved by the Fire Chief, to a 40-hour workweek; the employee's calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins work project. Additional compensation shall be in accordance with Article 11.

7.8. Personnel temporarily assigned to the special projects shall receive compensation in accordance with FLSA.

7.9. Personnel temporarily assigned shall not be eligible for shift work during the temporary assignment.

7.10 Bargaining unit members shall have the option to receive payment for overtime worked or compensatory time in accordance with FLSA for actual hours worked. If bargaining unit member chooses compensatory time instead of payment, they shall receive it at the rate of one and one-half (1-1/2) hours. Bargaining unit members shall indicate their preference to the on-duty Battalion prior to the completion of the assigned shift.

7.11 The maximum accrual compensatory time balance shall be one hundred twenty (120) hours. Any hours worked above the compensatory time accrual cap shall be paid in accordance with FLSA.

7.12 Bargaining unit members may choose to sell back compensatory time throughout the fiscal year. Any remaining comp-time balance in September shall be paid out the last paycheck of the fiscal year.

7.13 Bargaining unit members who have ~~an~~ approved time off the following shift~~"exemption" found in SOG 200.016 (as recognized on the date of the ratification of this Agreement)~~ and who are ordered in to work mandatory overtime ~~despite the exemption~~ shall be paid double their regular hourly rate of pay for each hour so worked, regardless of the number of other hours worked in that FLSA pay cycle.

7.14 Bargaining unit members will be afforded the opportunity to work back on their assigned Kelly Day if the daily minimum staffing for their shift would require an overtime person. This will be counted as actual hours worked.

7.15 Bargaining unit members will be allowed to do Kelly Day swaps within the same twenty-one (21) day work cycle, as long as it does not create any overtime, and with the approval of the Battalion Chief.

Article 8

Work Shift

8.1. Shift starting times and shift rescheduling are exclusively the prerogative of the City. However, an employee shall be given reasonable advance notice of any change in his regularly scheduled hours except in the event of an emergency.

8.2. The starting time for bargaining unit employees shall normally be 8:00 a.m. However, in the event the City decides to change the start time and/or the shift schedule, they shall be changed accordingly and the Union shall be so notified in writing.

8.3. The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be reserved for training, equipment maintenance, scheduled work assignments, and station cleaning. The hours of 8:00 a.m. to 12:00 noon on Saturday and Sunday shall be reserved for equipment maintenance, scheduled work assignments, and station cleaning. During these hours, and all other hours on duty, bargaining unit employee members shall maintain a state of readiness for emergency call response and special assignments.

Article 9

Paid Time Off

9.1. The City furnishes paid time off (PTO) to all full-time bargaining unit employees. PTO is to be used for vacation, medical absence leaves, and other paid leave for the purposes set forth below. See Appendix "A."

Eligibility/Administration

9.2. City of Leesburg Personnel Policy 365.

9.3. In any situation in which a medical absence will exceed two shifts due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to the eligibility for PTO or LTB.

9.4. In addition to an employee's own earned PTO time, all bargaining unit employees who have completed six months of employment are eligible for participation in the PTO Donation and Exchange Program as outlined in 9.21.

9.5. Newly hired employees accrue PTO time entitlement, but are not permitted to take PTO leave during their first six months of service.

9.6. PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

9.7. PTO time entitlement will not accrue once an employee has reached the maximum accrual permitted as outlined in Article 9.19.

9.8. During PTO/LTB for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements); in order for the supervisor to know the employee's estimated date of return to work, except when on FMLA. PTO/LTB for illness is contingent upon maintenance of regular contact. If the PTO/LTB for illness qualifies as leave under FMLA, the employee must comply with all aspects of the City's FMLA policy, including, but not limited to, maintaining regular contact with Human Resources who will keep the Fire Chief informed of the employee's date of return.

9.9. Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

9.10. A supervisor, with the concurrence of the Battalion Chief or Fire Chief, may send an employee home due to illness without recourse in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO/LTB. If the employee does not have a sufficient balance in his PTO or other leave bank, this time shall be charged as leave without pay.

9.11. All accruals formerly known as sick leave banks or long-term banks will remain frozen on the date this article becomes effective and must be used in the event of need for medical absence leave as defined in this article until exhausted before any other available benefit accruals is are used for that purpose.

9.12. PTO leave shall be scheduled and taken as approved by the employee's shift supervisor. The request shall be required in writing, a minimum of forty-eight (48) hours in advance, and may be denied if not timely made, if granting PTO would leave the City understaffed or if scheduled work cannot be performed in the absence of the employee.

9.13. Annual PTO date selection shall be based upon rank and years of service (in that order). Preference in selection of other leave dates will be granted by the shift supervisor on a first request basis.

9.14. If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

9.15. PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken, exclusive of any other factors.

9.16 An employee may take accrued PTO or comp time in increments of at least four (4) hours and less than twenty-four (24) hours away from the Fire station. The leave shall be contiguous to shift change until 1700. Example: Firefighter "A" requests PTO time off that starts at 10:00 a.m. and concludes at 2:00 p.m. Firefighter "A" will need to request a minimum of 6 PTO hours to cover all hours starting from shift change, at the discretion of, and when approved by the shift commander. The Fire Chief or his designee has final

authority to approve or disapprove PTO leave and may exercise that authority when appropriate. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

9.17 The Personal Leave Day:

A. The Personal Leave Day shall continue to be recognized as a full shift away from work, on the following conditions:

1. The employee's request for a personal leave day off shall be made to the Battalion Chief, at least forty-eight hours in advance of the beginning of the day off. The Fire Chief or his designee has the final authority to approve or disapprove the personal day off. The leave request shall be contiguous to shift change.

2. The request shall not be granted for, among other reasons, when to do so would create an overtime expense to the City.

B. Bargaining unit employees shall receive one (1) 24-hour Personal Leave ~~d~~Day off per calendar year, January 1. Newly hired probationary employees shall not receive the Personal Leave Day until successful completion of the probationary period. Once the new employee has completed the probationary period he shall receive the Personal Leave Day in accordance with this article.

No more than three (3) personal leave days may be deferred and accrued during the term of this Agreement. Any personal leave days in excess of three (3) as of December 31 of any year are abandoned.

C. In lieu of actually taking time off from work, an employee may take payment for any accrued personal leave day.

PTO Sell Back

Accrual

9.18. PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates outlined in Appendix "A".

Maximum Accrual Permitted

9.19. Unused PTO may be accrued to a maximum of 904 hours.

9.20. Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

a. The employee must complete a written request in a form acceptable to Human Resources.
b. A maximum of two hundred twenty-four (224) hours may be sold back to the City in any one fiscal year.
c. A minimum of eight (8) hours must be sold on each occasion.
d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell back.
e. Employees may exercise this option a maximum of two (2) times a fiscal year.
f. Payment may be made in a supplemental check or in a contribution to the employee's Deferred Comp account, subject to any applicable plan limitations.
g. PTO Sell Back pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO Sell Back is requested, pursuant to Article 6.1.

PTO Donation and Exchange Policy

9.21. The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

All regular full-time and part-time employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

a. Donated PTO hours are to be used per City's Policy 365 referenced (Paid Time off) and Policy 20 Family and Medical Leave Policy. Employees using such donated PTO hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.
b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.
c. Any employee shall be eligible to request the assistance of donated PTO leave when:

    1. All accumulated leave and comp time has been exhausted; and

    2. The employee has been absent for at least 14 consecutive calendar days in either paid or unpaid leave status.

d. Each request for assistance from the PTO donation exchange program must be VERIFIABLE. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury).
e. PTO shall be per City Policy 365.

f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO donations/leave.

g. Any employee wishing to donate PTO leave hours will need to complete the necessary allowing a transfer of PTO leave hours from their account to the needy party's account. This form is available on the intranet.

h. All donations must be in whole amounts. (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)

i. The hours donated will not be taken from the donor's account until they are actually used.

Leave in "Good Standing"

9.22. To leave in "good standing" an employee is expected to provide the City with a minimum of two weeks' written notice, return all City equipment and keys in good condition (ordinary wear and tear excepted), and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline, conduct, or work performance does not leave in good standing.

Benefits on Termination

9.23. The following benefits are provided upon termination. However, an employee who does not leave in "good standing" as outlined in Article 9.22 or is discharged for any reason related to discipline, conduct, or work performance, is not entitled to the benefits outlined below.

a. Any employee who leaves in good standing shall be entitled to payment of up to 504 hours of accumulated PTO/LTB and Personal Leave Days.

b. Any employee who leaves employment due to retirement or death shall be entitled to payment of up to 704 hours of accumulated PTO/LTB. For the purposes of this section, "retirement" shall mean anyone who leaves employment who qualifies for retirement benefits under the City's retirement plan.

Article 10

Holidays

10.1. The City observes the following holidays for employees:

New Year's Eve	New Year's Day
Martin Luther King's Birthday	Leesburg Bikefest (last Friday of April)
Memorial Day	Juneteenth
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving Holiday	Christmas Eve
Christmas Day	

In the event the City declares a day to be a City-wide holiday, such day shall be treated for the purposes of this Article as a holiday.

The City recognizes the last Friday in April as a paid holiday in observance of Leesburg Bikefest. Should Leesburg Bikefest no longer be held, this holiday shall be discontinued for all City employees.

10.2. Pay for the Holiday shall be for twelve (12) hours at the eligible shift employee's straight time hourly rate.

10.3. If any employee is required to work any hours on a holiday, he shall receive pay at his regular straight time hourly rate for all time worked.

10.4. If an employee otherwise eligible is scheduled for work on any such holiday but fails to report or perform his scheduled or assigned work, he shall forfeit holiday pay for the unworked holiday unless he has failed to perform such work because of illness or death in the immediate family or because of similar good cause as evidence by written certification of a physician or other proof if requested by the City.

10.5. Since the necessity exists within the Fire Department for some employees to work on holidays, the Fire Chief may require an employee to work on a holiday.

10.6. An employee eligible for holiday pay is a full-time employee who:

a. Performs work in the pay period in which the holiday is observed; and / or holiday falls;

b. Is on PTO approved leave the day on which the holiday occurs, and / or;

c. Works as scheduled or assigned both on his last scheduled work day prior to, the day of, or his first scheduled work day following the day on which the holiday falls; unless he has good cause as evidenced by written certification of a physician or other proof if requested by the City.

10.7. Holiday pay shall not be considered as hours worked for the purposes of calculating overtime.

Article 11

Working Out of Class

11.1. A bargaining unit employee who is temporarily assigned to a position higher than his normal job classification shall be paid $1.35 per hour above his base rate for the hours worked in such higher classification.

11.2. No employee in his first one (1) year of probation shall work out of classification as a firefighter/engineer; nor shall newly promoted employees be eligible for this compensation prior to successfully completing the six (6) month probationary period. To be eligible to work out of classification a probationary firefighter must pass the first one (1) year of probation and shall have completed his probationary training package found in Department SOPs.

Article 12

Compensation While Injured

12.1. Bargaining unit employees who, because of an injury or illness covered by the Florida Workers' Compensation Law are required to be away from work will receive full salary during the time they are required to be away from work because of such injury. During such time they will also accrue Paid Time Off (PTO). During such time light duty is mandatory if assigned. All wage loss benefits received during such time shall be endorsed and delivered to the City.

12.2. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job, except whereas otherwise covered by law. Light duty assignments are intended to be temporary and are not considered to create a permanent position or placement into a permanent position. In order to be considered for a light-duty assignment as the result of an on-the-job injury or illness, the employee must provide a DWC-25 form or other acceptable documentation from an authorized treating physician. This documentation must be provided to the City within 24 hours of being issued by the authorized treating physician. Employees that are offered but refuse a light-duty assignment may lose their wage loss benefits in accordance with F.S.S. 440. All light-duty assignments must be approved in advance by the Human Resources Department.

12.3. Employees assigned light-duty restrictions by their medical provider due to a non-work-related injury or illness may be offered light duty assignments, at the sole discretion of the Fire Chief and consistent with applicable law. Employees that have been given long term or permanent restrictions or restrictions due to a non-work-related injury or illness will be treated in compliance with the Rehabilitation Act of 1973, Section 504, Title 1 of the Americans with Disabilities Act as Amended (ADA and ADAA), the Family and Medical Leave Act (FMLA), and Chapter 440, Florida Statutes, and other applicable laws and regulations.

Article 13

Job Related Physician's Visit

13.1. An employee injured during his shift will be paid for the hours lost while receiving medical care for the shift he was injured, if the attending physician recommends that the employee not complete the balance of the shift. His pay for time not worked shall not be considered hours worked for the purposes of calculating overtime.

Article 14

Physical Examinations

14.1. Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines established by the City, and conducted in accordance with the standards set forth in the most current edition of the NFPA. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing any applicable limitation or restrictions. Consistent with applicable law, the City is not required to maintain or hire any employee who is determined to lack fitness for duty. It is the responsibility of the employee to ensure that he receives an annual fit for duty from the physician at or within 60 days after his birthday. If the City-selected physician determines that additional medical evaluation, testing, or consultation with a specialist is necessary before a final fitness-for-duty determination can be made, the employee shall be placed on modified duty, provided the employee is medically capable of performing such duty. The employee shall, within thirty (30) calendar days of receiving notice of the need for additional medical evaluation, testing, or specialist consultation, take the necessary steps to schedule all required follow-up appointments and shall thereafter timely and actively pursue completion of the required evaluation, testing, or consultation, and shall provide the documentation necessary for the City-selected physician to make a final fitness-for-duty determination. The employee shall remain in paid status while performing modified duty during this follow-up process.

An employee who has not received final clearance for duty shall not be permitted to return to active shift duty until such clearance has been obtained. Modified duty under this provision shall continue only while the employee is medically capable of performing modified duty and is in compliance with the requirements above. If a final determination is made that a ~~B~~bargaining unit employee~~s not receiving a~~is not fit for duty, the employee's work and leave status shall be addressed in accordance with applicable provisions of this Agreement, City policy, and applicable law. ~~from the physician will be deemed not fit for~~

~~duty and not allowed to return to active~~ shift ~~duty until such form has been attained. The City will not be responsible for compensation during this period that the employee has not been cleared by the physician for his annual physical.~~

14.2. An employee shall achieve and maintain a state of personal physical condition that allows him to perform all aspects of the job description promulgated by the City for his job or rank. The current job description may be changed due to the requirements of the Federal Americans with Disabilities ~~of~~ Act of 1990.

14.3. Regardless of whether an employee passes the pre-employment or annual physical, if at any time the City has reason to believe an employee is not able to perform all essential functions of his job because of a reason related to his physical or mental condition, the City may require an employee to be examined by a physician.

14.4. In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Fire Chief or his designee.

14.5. In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness exercise program shall be binding on the City, the employee, and the Union. His expense shall be equally divided between the City and the Union.

14.6. No employee shall be ordered to participate in a City provided physical fitness program without first having a physician conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, a blood chemical profile (SMAC test) paid for by the City.

14.7. If the City-selected physician determines that an employee is permanently unable to execute the regular duties of a firefighter, but the City considers the employee be qualified by reason of his training, education, or experience to perform in some other position or job with the City, the City may offer the employee the opportunity to seek such a full time position within five (5) month of the date of the medical decision determining the employee's unfitness for duty as a firefighter. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a firefighter and for whom another position cannot be found may be terminated.

14.8. Firefighter Wellness Initiative Program

All Administrative and Union personnel who participate in fire pension plan agree to create and participate in a proactive mandatory wellness/physical fitness program within the first twelve (12) months of this agreement. The parties agree that the program seeks to improve the quality of life of all personnel. The Union agrees that it must work to ensure that each member has the opportunity to attain and maintain a healthy body and mind so each member can perform their work duties. This program is based not only on physical fitness and wellness, but is a supplement to competency within firefighting drill standards and the ability for firefighters to carry out their duties.

The wellness/fitness program shall be a positive program and not punitive in any way, no employee will be disciplined for failure to meet each and every goal that may be established as long as the employee makes a good faith effort to meet any such goals, and any failure to physically perform does not demonstrate a substantial risk exists that the employee cannot perform the essential duties of his job at an acceptable level.

Both parties agree to use the IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative, Current Edition in its entirety, and reserve the right to review and adopt, subject to mutual agreement, new versions as published in part or in total. The program will be administered by the physical fitness committee. Employees who are not able to meet the standards within the Wellness-Fitness Initiative will be counseled and will seek the assistance from a physical fitness committee peer fitness trainer who will provide specific guidelines for rehabilitation and remedial support for meeting the standards.

All unit employees shall participate in a mandatory, annual, non-punitive fitness assessment, as a part of this data gathering process, to assess their individual fitness capacity.

14.9. Upon adoption, to be eligible for promotion, employees in special risk positions at a minimum must have successfully passed the Incumbent Physical Agility Test (IPAT) or have passed the IPAT within the previous twenty-four (24) months and have received a Fit-For-Duty sheet from the City's appointed physician within the same time period.

14.10. All employees hired as of October 1, 2017 under this Collective Bargaining Agreement shall comply with Florida State Statute ~~633.046(6)~~633.412(6) regarding tobacco products and during their term of employment shall remain tobacco free as a contingency of employment. City of Leesburg Firefighters shall sign the affidavit and affirm compliance with the F.S.S. ~~633.046(6)~~633.412(6). See Appendix "E".

Article 15

Substance Abuse Policy

15.1. The Union accepts the current City of Leesburg Drug Free Workplace Policy contained in the City of Leesburg Personnel Policy Manual as in effect on the date of ratification of this Agreement.

Article 16

Assignment During Disability

16.1. In the event an employee is injured, whether on-the-job work related, covered or not covered by Workers' Compensation or otherwise, he shall be returned to the City's active, paid, full-time duty status without work restrictions only upon delivery and acceptance by the City of a doctor's release clearly stating that the employee is capable of performing all essential functions of the job duties in which he was classified prior to his medical leave of absence. The City shall have the prerogative of determining the sufficiency of the release.

16.2. If any doubt exists concerning the employee's current ability to return, the City may require that the employee be examined by a doctor of its selection to determine the medical status of the employee. The employee shall cooperate with the City in its efforts to obtain a second opinion. This second opinion shall be at the expense of the City.

16.3. Bargaining unit employees who, while restricted from performing their assigned duties by an injury covered by Workers' Compensation, and who are working on light duty status, shall receive compensation for actual hours worked, without interruption. LTB and vacation PTO leave accrual shall remain unchanged. Any light duty available, offered and able to be performed by the injured employee shall be completed as required by the Fire Chief. Any and all workers' compensation benefits received by the injured employee must be signed over to the City of Leesburg upon receipt.

16.4. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job and/or who are pregnant and have requested (in consult with their treating physician) to be accommodated in a temporary light-duty assignment, except whereas otherwise covered by law.

Article 17

Paramedic Bridge Program

17.1. When an employee currently employed in the City's Fire Department obtains the necessary education and successfully passes the required State Paramedic examination, completes all additional requirements established by the State of Florida for Paramedic certification, and the employee seeks to become a Paramedic in an open or vacant budgeted position the following shall apply:

a. The provisional probationary employee shall have a maximum of six (6) months to complete the provisional process.

b. The provisional period will begin on the date the employee is assigned duties as a Provisional Paramedic.

c. If the provisional probationary employee is unable to perform his duties at the assigned level at the conclusion of the provisional period, he shall be returned to the former position of EMT and shall not be eligible to receive paramedic "Add Pay" pursuant to Article 6.8.

d. The employee shall be eligible for Paramedic incentive pay upon successful completion of the provisional period and clearance to perform by the Lake County Medical Director.

e. The provisional paramedic will be eligible to take a promotional exam during the provisional period.

Article 18

Jury Duty

18.1. An employee serving on jury duty will be granted time off and paid the difference between payment received from the court and his regular hourly rate for those hours, which would normally have been scheduled as a workday or a paid holiday.

18.2. The maximum period for this reimbursement shall be two (2) calendar weeks.

18.3. If an employee is released from jury duty within four (4) hours before his normal quitting time for that shift, he shall be required to report to his station for completion of his shift within one (1) hour of his release from jury duty, unless he takes the remainder of his shift as PTO.

18.4. Paid jury duty time shall not be considered hours worked for the purposes of calculating overtime.

Article 19

Funeral Bereavement Leave

19.1. When a death occurs in a full-time employee's immediate family, defined as the employee's legal spouse, mother, father, legal guardian, mother-in-law, father-in-law, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparents (including great grandparents as long as documentation showing relationship is provided), grandchildren or other dependents living in the same household, the employee may upon request be excused and paid for 24 hours bereavement leave. Employees may, when necessary, use LTB or PTO leave to extend funeral bereavement.

19.2. An employee will not receive funeral pay when it duplicates pay received for time not worked for any reason.

19.3. Paid funeral leave shall not be considered hours worked for the purposes of calculating overtime.

Article 20

Tuition Reimbursement

20.1. The Fire Department will reimburse an employee attending approved course/class for the cost of tuition, books and fees. If the employee does not receive a passing grade of "C" or above in a course/class, or equivalent numerical representation, which issues a letter grade, the employee must reimburse the Fire Department for the course prior to being eligible for further tuition reimbursement consideration. If the employee is enrolled in a course/class which requires "pass/fail" criteria the employee must demonstrate evidence of "passing" the course. If the employee "fails" the course or receives a letter grade below a "C," or equivalent numerical representation, the employee will reimburse the Fire Department the cost of the class. If an employee "fails" a course or class and wishes to re-take it, the Fire Department will pay the cost of the tuition, books, and fees in accordance with City Personnel Policy 720, if the employee has reimbursed the Fire Department in its entirety for the failed course.

20.2. All tuition, books and fees reimbursement require prior approval of the Fire Chief and are subject to availability of funds.

20.3 Employees receiving these funds are obligated to remain employed with the City of Leesburg Fire Department for a period of no less than two (2) years after completion of the course. In the event the employee is terminated or resigns with the City of Leesburg Fire Department before the expiration of the two (2) year period, the employee shall reimburse the City of Leesburg the entire amount paid on his behalf for this course.

Article 21

Educational Leave

21.1. If an employee is directed by the City to enroll in a course, the City shall pay the time spent in attending the course. The Fire Chief shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any leave time.

21.2. If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Fire Chief. Approval of such application must be made by the City Manager. An employee may request to use comp time or leave time to attend courses not required by the City.

21.3. If an employee elects to enroll in a job-related academic course sponsored by the Florida State Fire College, and the approval for the reimbursement of the cost of tuition, books, and fees in accordance with the City's Educational Assistance Policy has been obtained, the employee may request, through the Fire Chief, time off to attend the course. With the Fire Chief's approval, the employee may attend such course while on duty without a loss of pay, provided he reports back to duty at the conclusion of the class and reports to work for the balance of the shift. When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid up to eight hours at straight time for all hours spent attending class.

21.4. If an employee elects to continue his certified status as Paramedic, and such continuation is approved by the Fire Chief in writing, he may attend such formal classes on a scheduled work day without loss of pay provided he reports to work at the conclusion of his class schedule and work for the balance of his shift. On days when such classes are scheduled but he is not scheduled to work, he shall receive his regular straight time pay for all hours spend attend such classes.

Article 22

Educational Supplemental Compensation

22.1. The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

22.2. Educational differential pay shall not be considered part of the regular hourly rate of any employee.

22.3. Employees may be granted internet access via the Department's computers for the purposes of continuing their education in fire related fields. Such access shall be subject to the following conditions:

a. The employee agrees to comply with the current City of Leesburg's Internet Usage Policy, which is contained in the City of Leesburg Personnel Policy Manual.

b. Internet courses must be approved in advance by the Fire Chief.

c. Internet access for the above purposes shall not be during normal duty hours, i.e. 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday and Sunday.

d. During emergency situations, internet access can be denied by the Fire Chief. Violation of any of the above conditions shall be grounds for disciplinary action.

22.4. An employee may take accrued PTO or comp time in increments of not less than four (4) hours to attend, an approved Fire or EMS academic class away from the Fire station in accordance with this agreement. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

Article 23

Call Back Pay

23.1. An employee called back to work to perform unscheduled, unforeseen or emergency work after leaving the station area at the conclusion of his scheduled work shift shall receive a minimum of two (2) hours pay at their regular hourly rate.

23.2. This benefit shall not apply when an employee is called back early to his regular shift and works continuously from the time of reporting into his regular shift.

23.3. Only such hours actually worked shall be included in calculating overtime hours, if any, in a work period.

Article 24

Clothing Allowance

24.1. The cost and maintenance of wearing apparel, furnished by the City shall be paid by the City. The City will replace, at its cost, such items when, at the discretion of the City, such replacement is considered necessary. The employee shall pay for the replacement of negligent damage to or lost articles.

24.2. Upon termination of employment, the wearing apparel will be surrendered by the employee in like condition as when issued, reasonable wear and tear is expected.

24.3. Safety shoes/boots shall be covered in the same manner as described in the current City of Leesburg Personnel Policy Manual.

Article 25
Retirement

~~*(ratified on 7/14/2025)*~~

25.1. The City and the members shall continue to participate in and contribute to the municipal firemen's retirement plan for the City of Leesburg on each employee covered by this Agreement in accordance with the requirements of the Plan, all Plan Documents, State Law, and with the recommendation of the Pension Board of Trustees and the approval of the City Commission.

25.2 The multiplier used to calculate the fire pension shall be as follows:

Three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2026. This shall apply to all current and future active members of the pension plan, including all DROP participants.

25.3~~2~~ As of ~~Effective~~ October 1, 2025, member contributions ~~will increase from 6.5% to~~are 7.5%.

25.4~~3~~ As of ~~Effective~~ October 1, 2025, the following language ~~will~~was ~~be~~ added to the plan:

"Salary shall not include more than 100 hours of overtime per calendar year and shall not include payments for accrued unused sick or annual leave."

25.5~~4~~ As of ~~Effective~~ October 1, 2025, ~~there will be~~ a Deferred Retirement Option Plan (DROP) was added to the City of Leesburg's Municipal Firemen's Retirement Plan.

The following language was ~~will be~~ added to the plan:

Deferred Retirement Option Plan (DROP)

a. If you become eligible for normal retirement on or after October 1, 2025, and are still employed by the City as a Firefighter, you have the option of "retiring" from the pension plan but continuing your employment as a Firefighter for an additional five (5) years. An election to participate in the DROP constitutes an irrevocable election to resign from the service of the City not later than five (5) years from the commencement of DROP participation. You must request, in writing, to enter the DROP.

b. Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account. Your account earns an investment return equal to the net investment return realized by the system for that quarter. You could experience losses as well as gains.

c. At the time of termination of employment at the end of the DROP period, you will receive your account balance in a lump sum or in another optional form and you will also begin receiving your monthly retirement benefit.

d. Once you enter the DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter the DROP.

e. Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

f. Additional information about the DROP can be obtained from the Board.

Article 26

Insurance

26.1. The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to bargaining unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including executive staff. The City shall have the same rights with respect to bargaining unit employees to make, or to agree with the provider or providers to, change in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Provided all City employees, including bargaining unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over such changes or their effects during the term of this Agreement.

Article 27
Seniority

27.1. Seniority for the purposes of this article shall be by job classification. In any case of layoff, recall, or scheduling of vacation the following factors shall be considered:

a. Continuous service with the City, and

b. Ability to perform the work, and

27.2. Continuous service with the City for seniority purposes shall continue to accrue during all types of leave, except that leave of absence without pay for thirty (30) calendar days or more.

27.3. Seniority shall be used only for the purpose of layoff and recall and scheduling vacations.

27.4. In the event of a layoff for any reason at any rank, employees shall be laid off in accordance with the factors set forth in Section 27.1 (above). Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given the opportunity to displace an employee in the lower classification in the same department regardless of that employee's continuous service with the City.

27.5. An employee on layoff shall be recalled to available job accordance with the factors set forth in Section 27.1 (above). The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work, to the Human Resources Director and the Fire Chief. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person, shall be terminated for all purposes.

27.6. An employee shall lose his seniority as a result of the following:

a. Resignation,

b. Termination,

c. Retirement,

d. Layoff exceeding twelve (12) months, or the number of months of Fire Department service, whichever is less, or

e. Violation of the provisions of the current City of Leesburg Personnel Policies and the published Leesburg Fire Department Rules and Regulations, Operating Procedures and General Orders and rules and regulations issued by the Fire Chief or his designee where those provisions provide penalties for failure to adhere to them.

27.7. No new employees shall be hired until all laid-off employees have been notified of recall as specified in Article 27.5 (above). Employees "down bumped" as the result of a lay-off will be returned to their prior classification before any new promotions are made.

Article 28

Probationary Period

28.1. An employee initially employed into the bargaining unit shall be on probationary status for one year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time during the probationary period. Such termination shall not be reviewable under the grievance-arbitration procedure.

28.2 New firefighters, during the firefighter orientation period, shall be compensated based on a 40-hour work week for actual hours worked; the employee's calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins.

28.3 Personnel who successfully complete the orientation period shall have their compensation rate converted back to contractual rates.

28.4 A current bargaining unit employee promoted into a higher position shall be placed on a six (6) month probationary period.

a. The probationary period will begin on the date the employee is assigned his new duties.
b. The employee shall be subject to a 6-month performance evaluation. Interim written performance consultation shall be at ninety (90) days.
c. If the probationary employee is unable to perform his duties at the assigned level at the conclusion of the probationary period, he shall be returned to the former position and forfeit all compensation related to the promotion.

Article 29

Work Rules

29.1. Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Fire Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures (SOP's) and the Fire Chief's Directives as they may be amended from time to time.

29.2. Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Fire Chief provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on the departmental bulletin board.

29.3. Changes proposed by the City to Personnel Policies, Rules & Regulations, General Orders, Departmental Procedures, or Standard Operating Procedures or Guidelines that would impact wages, hours and/or terms and conditions of employment shall be provided to the union a minimum of 14 days prior to implementation. If after review, the Union requests bargaining over the impacts the proposed change will have on wages, hours and/or terms and conditions of employment, the City agrees not to implement the proposed change until the collective bargaining procedures as out lined in F.S.S. Chapter 447, have been completed.

Article 30

Bulletin Boards

30.1. The Union shall be allowed to mount a suitable bulletin board, measuring 3' x 4' next to the City's bulletin board, one at each station, for the following notices only;

a. Union literature;

b. Notices of Union meetings;

c. Recreational and social affairs of the Union: and

d. The Union's Charter.

30.2. No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this Article shall be posted.

30.3. No material, notices or announcements shall be posted except as provided in this Section and unless signed by the Union President, or his designee, and approval by the Fire Chief or his designee is granted.

Article 31

Shift Exchanges

31.1. Shift exchange or time trade shall not be permitted where the swap creates any overtime pay obligation for the City. Time trade (Swaps) for another person will not constitute actual hours worked for the purposes of calculating FLSA. A shift exchange is done voluntarily by the employees and not at the command of the fire department. The reason for shift exchange is not due to the operational needs of the fire department. The fire department shall maintain records of applicable shift exchanges. Responsibility and liability for shift exchanges shall be solely that of the employees involved in the actual shift exchange.

31.2. Employees may exchange shifts subject to the following conditions:

a. Shift exchange requests must be made forty-eight (48) hours in advance.
b. Shift exchange requests shall be subject to advance approval by the Fire Chief or his designee.
c. Firefighters may exchange with Firefighters or Engineers.
d. Engineers may exchange with Engineers, Firefighters cleared to serve as WOC Engineers or Lieutenants.
e. Lieutenants may exchange with Lieutenants or with Engineers cleared to serve as WOC Lieutenants.

31.3. All requests for time trades or shift exchanges shall be submitted to the employee's Battalion Chief forty-eight (48) hours prior to the requested leave time. Requests for time trades for durations of less than six (6) hours may be submitted to the employee's Battalion Chief and approved verbally. The Fire Chief or his designee has the final authority to approve or disapprove shift time trades. All time trades will be recorded.

31.4 A person working in a higher rated classification shall not be deemed working out of classification.

31.5. Employees on their initial one (1) year probationary period are limited to a maximum of forty-eight (48) hours. for this article until they have successfully completed the one (1) year probationary period.

~~31.6 Perpetual Time Trades (Swaps) in Article 7 are not applicable in this Article.~~

Article 32

Union Dues

32.1 The City agrees that upon receipt of a voluntary written individual notice signed by a bargaining unit employee on the form set forth in Appendix "B-1" which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Union dues. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Union in the form set forth as Appendix "B-2" which is attached hereto and made a part hereof.

32.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union thereafter.

32.3 The Union agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City's compliance with the provisions of this article.

32.4 The Union will initially notify the City as to the amount of dues for an individual. Such notification will be provided to the City in writing signed by a representative of the Union. Any change in Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such changes.

Article 33

Promotions

~~*(ratified on 7/14/2025)*~~

33.1. This article applies to promotion to the ranks of Firefighter/Engineer and Lieutenant. It excludes administrative promotion to the rank of Fire Inspector, Training Officer, and Battalion Chief; these positions are appointed. In the event an Administrator seeks to move to an open position on shift (within the collective bargain unit positions), he shall NOT be permitted to return to an open position in the rank held before he was appointed to Administration.

33.2. A promotional test shall be administered once a promotional roster has been expired or has exhausted. The promotional test will be scheduled 90 days from when the promotional roster has been expired or has been exhausted. If the 90 days falls on a holiday or weekend, the test will be administered the next following business day. If there is an Engineer vacancy and a Lieutenant vacancy, the Engineer promotional exam will be administered first. The Lieutenant exam will be administered 90 days from the start of the Engineer promotional exam. The first scheduled Engineer exam will be on October 13, 2025. If both an Engineer and a Lieutenant promotional exam is needed, the exams will be scheduled 90 days apart, alternating between the two promotional exams.

33.3. Once established, promotional rosters shall remain in effect for twenty-four (24) months. In the event a roster becomes exhausted before its expiration date, the Fire Chief shall have the prerogative to appoint a person to work out of class in a vacant position until the next roster is established.

33.4. A promotional board shall be established to preside over promotional testing. The board shall be comprised of the Fire Chief or his designee, as chairperson, the Human Resources Director or designee, and an employee member of the bargaining unit. All applicants must meet eligibility requirements by the test date and time.

33.5. The Fire Chief or designee, shall have the responsibility for the composition of the written and practical tests, and other tests as appropriate and standard in the industry. The questions for the written exam shall be composed from questions provided by a certified testing agency or book publisher and shall be applicable to the City of Leesburg. The practical test shall be composed from industry standard textbooks and related materials.

33.6. A practical and oral committee shall be appointed by the promotional board. Each shall have at least three (3) members.

33.7. The test for Firefighter/Engineer shall be scored as follows (4-part exam):

- Written exam worth 100 points
- Practical street exam worth 100 points
- Driving course exam worth 100 points
- Pumping evolution exam worth 100 points

33.8. Each candidate must receive a minimum score of 70% on the four (4) exams collectively to be placed on the promotional roster.

33.9. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2023)

- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as "WOC" qualified as acting Driver Engineer and working in the position with the Leesburg Fire Department, to a maximum of 5 points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall "Exceeds", "Exemplary", or "Exceptional"; maximum of five (5) points.
- One half (.5) point for child car seat installation technician.
- One half (.5) point for current CPR Instructor (instructed a minimum of two (2) classes for the Leesburg Fire Department in the previous 18-month period).

- One (1) point for Fire Officer I Certification.
- One and a half (1.5) point for Fire Officer II Certification.
- One (1) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor.
- One (1) point for State Certified Pump Operator.
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two (2) points for Bachelor Degree (limited to one Bachelor Degree).

33.10. Minimum eligibility requirements for promotion to Firefighter/Engineer (Effective 2023)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years of service as a Leesburg firefighter since last date of hire.
- Current evaluation of at least "Meets Expectations" Or Satisfactory Job Performance Evaluation.
- 40-hour certificate in Aerial Apparatus Operations.
- 40-hour Apparatus Operator Certificate.
- 40-hour Fire Service Hydraulics Certificate.
- Valid Florida Driver's License with less than 7 points on the license.
- Completion of WOC/DE program.

33.11. The test for Lieutenant shall be scored as follows (4-part exam and record review):

- Written exam worth 100 points
- Fire based scenario test worth 100 points
- Oral interview worth 100 points
- Personnel supervisory skills evaluation worth 100 points

33.12. Each candidate must receive a minimum score of 70% on the four (4) exams collectively to be placed on the promotional roster.

33.13. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2023)

- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as "WOC" qualified as acting Lieutenant and working in the position with the Leesburg Fire Department, to a maximum of five (5) points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall "Exceeds", "Exemplary", or "Exceptional"; maximum of five (5) points.
- One (1) point for Live Fire Instructor I
- One and a half (1.5) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor; or
- One (1) point State Certified Fire Instructor II
- One half (.5) point NIMS ICS 400
- One and a half (1.5) points for Florida State Fire Officer II Certification.
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two and a half (2.5) points for Bachelor Degree (limited to one Bachelor Degree).

33.14 Minimum eligibility requirements for promotion to Lieutenant (Effective 2018)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years in grade as Leesburg Firefighter/Engineer since last date of promotion.
- Current evaluation of at least "Meets Expectations" Or Satisfactory Job Performance Evaluation.

- Florida State Fire Officer I
- NIMS ICS 100, 200, 300, 700, 800
- Incident Safety Officer Course Certificate
- Courage to be Safe Certificate

33.15. A current list of source materials to be used for promotional testing shall be posted at all times in each fire station. If the Fire Chief changes the materials to be used, the new materials shall be posted no less than 60 days prior to the next promotional test. Three copies of the current materials shall be kept at the public library reserved for combat personnel use.

33.16. The Fire Chief shall have the prerogative to choose from the top two candidates on the Engineer and Lieutenant promotional rosters.

Article 34

Grievance and Arbitration

34.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limit contained herein, nor shall compliance affect the ultimate resolution of the grievance. See Appendix "C."

34.2 A "grievance" is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Union. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The City need not entertain or process under this Article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

34.3 Any action or activity begun by the administration giving rise to a class action grievance, upon the filing of the grievance by the Union, shall be suspended until such time as the grievance process has been completed and resolved. If the activity/action is deemed to be in violation of this agreement, it shall be terminated.

34.4 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within ten (10) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and

communicate in writing to the grievant within ten (10) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within ten (10) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by any representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or Union, within ten (10) calendar days following receipt of the answer in the first step, may forward it to the Fire Chief. The Fire Chief shall, within ten (10) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Fire Chief shall notify the aggrieved employee in writing of the decision not later than ten (10) calendar days following the meeting date.

Step 3: If the grievance is not fully and conclusively resolved at the second step, the grievant or Union, within ten (10) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the City Manager. The City Manager shall hold a meeting with the grievant or Union regarding the grievance. The City shall notify the grievant and the Union of the City Manager's decision within ten (10) calendar days following the meeting. The decision of the City Manager shall be determinative of the grievance (unless modified by a decision made in compliance with the following arbitration procedure).

34.5 Arbitration: If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the City Manager's decision in Step 3, may give to the City Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written

statement of the position of the Union with respect to the unresolved grievance. The Union Executive Board maintains exclusive authority to determine whether a grievance is to be processed to arbitration.

a. Within fourteen (14) calendar days from receipt of such notice, the parties shall confer to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Services. The Union and then the City will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.

b. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be borne equally between the City and the Union. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

c. The submission to the arbitrator shall consist exclusively and entirely of the written grievance as submitted in Steps 1, 2, and 3 of the grievance procedures, and shall include a copy of this agreement.

d. The power and authority of the arbitrator shall be strictly limited to and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any said terms, or to limit or impair any right that is reserved by this agreement to the City or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.

e. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any case.

f. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from other sources that he may or might have received or did receive during the period for which the back pay was awarded. In settlement or

other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of thirty (30) calendar days prior to the date of the filing of the grievance at Step 1.

g. This decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

h. It is agreed, with respect to this grievance and arbitration procedure, that:

1. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ten (10) calendar days after knowledge of a final decision which results in the action which is the subject of the grievance.
2. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph "A" above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step and failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.
3. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the City Manager.
4. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

5. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following;
    a. a statement of the grievance and facts upon which it is based;
    b. the section or sections of this agreement claimed to have been violated; and
    c. the remedy or correction requested.
6. All grievance hearings will be during normal business hours.
7. All grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire bargaining unit it may describe the bargaining unit generally.
8. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service. Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this agreement, presentation or advancement shall be timely if made on the next business day following such Saturday, Sunday or holiday.
9. Nothing in this agreement shall prohibit the presence of a Union representative at any meeting held at Step 1, 2, or 3 of this procedure. In cases where a grievance has been presented by an employee without participation of the Union, the City and the aggrieved employee shall be obligated to give the Union reasonable prior notice of any and all meetings or other procedures involving the grievance, other than informal discussion between the aggrieved employee and his immediate supervisor. The Union will be permitted to be present at scheduled meetings, and any adjustments of the grievance will not be inconsistent with the express terms of this agreement.

Article 35

Notice

35.1 Any notice to be given under this Agreement shall be given by email and or certified mail; a written reply, from the receiver, acknowledging receipt is required to verify delivery. If notice is given by the Union to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, FL 34749-0630; and any such notice if given by the City to the Union shall be addressed to the Union President, Post Office Box 491350, Leesburg, FL 34749-1350.

Article 36

Sanitation, Maintenance and Upkeep

36.1 The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses.

36.2 The City and the Union agree that employees shall be required to perform repair, maintenance and routine tasks and duties relative to their equipment and fire stations. Routine tasks and duties shall include items such as sweeping, mopping, cleaning windows, washing and polishing apparatus. The City agrees that tasks normally requiring the expertise of a licensed professional of the trade shall not be required to be performed by a bargaining unit employee.

36.3 Nothing in Article 36.2 (above) shall prohibit an employee from performing any of the work if he elects to do so.

Article 37

Off-Duty Employment

37.1 The City permits bargaining unit employees to accept employment with other employees, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of bargaining unit employees. All bargaining unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any bargaining unit employee use his position with the City of his uniform for any personal advantage. At no time can other employment or any other work activity of a bargaining unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such bargaining unit employee. No off-duty work will take place when an employee is receiving PTO for any medical leave-related purpose related to illness or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Fire Chief with the concurrence of the Human Resources Department. It is understood that no employee will be covered by F.S.S. 440 Workers' Compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. As of October 1, 2020, no employee shall engage in secondary employment that is in direct contradiction of F.S.S. 112.1816.

No employee shall utilize other on-duty City employees, or City equipment, facilities or vehicles in connection with any off-duty employment.

Article 38

Uniform of the Day

38.1 The City and the Union agree that the uniform of the day shall consist of a Class "B" shirt, Polo, or optional T-shirt, pants and safety shoes. Shorts may be worn for special events and outside non-emergency activities. Examples include training and hydrants. Ball caps are acceptable when worn with t-shirts or polos. The City shall have the right to determine the color of the uniforms.

Article 39

Locker Space

39.1 The City's present practice of providing an employee a locker shall be continued as long as the current buildings are used for Fire protection purposes.

Article 40

Employee Parking

40.1 The City's present practice of providing an employee parking shall be continued so long as the current buildings are used for the protection purposes.

Article 41

Reproduction of Agreement

41.1. The City will furnish one "hard" copy and one electronic copy of this agreement and the current City of Leesburg Fire Department Rules and Regulations as issued and/or amended from time to time to each station and a hard copy or electronic copy to the Union Executive Board, as the latter may elect. The agreement shall also be made available on a shared City Network Drive.

Article 42

Severability

42.1. If any article or section of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the reminder of this Agreement shall not be affected thereby.

Article 43

Transportation

43.1 When an employee is directed to change stations while on duty, the City shall provide transportation.

43.2 If an employee changes stations during the work day, he shall be transported back to original work location not later than the end of his shift.

43.3 In the event an employee elects to use his own vehicle for transportation between stations, he shall not be reimbursed for such expense.

43.4 If an employee is directed to attend a program or participate in some Fire Department related activity outside the City of Leesburg, the City shall either provide transportation or reimburse an employee using his vehicle on the basis of the City's current mileage rate.

43.5 No other transportation at the City's expense is provided except as set forth herein.

Article 44

Union Meetings

44.1. The Union may make application to the City to use any public facility on the same terms and conditions as any other private or public organization.

44.2. The Union may hold Union meetings at a Fire Station. The meetings shall be limited to Union Representatives and Union members and shall be held only after 5:00 p.m. The meetings shall not last more than two (2) hours and shall not interfere with operational duties. The Union shall notify the Fire Chief in writing of the meeting dates.

44.3. Any off-duty time spent at a Union meeting by an employee is not City paid time for any purpose.

Article 45

Complete Agreement

45.1 The City and Union acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity and unlimited right to make proposals concerning any subject or matter required by law to be a mandatory subject of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that opportunity or right are set forth in this Agreement. Therefore, it is agreed that during the term of this Agreement, the parties shall not be required to engage in further collective bargaining covering any subject or issue either herein agreed upon or which was discussed by the parties during the negotiation of this Agreement. It is understood; however, that nothing herein shall prevent the parties from engaging in further collective bargaining should they mutually agree to do so.

Article 46

Duration

46.1 Upon adoption by resolution of the City, this Agreement shall be effective October 1, 2026~~3~~ and shall continue in full force and effect until midnight September 30, 2029~~6~~, when it shall terminate.

46.2 This Agreement shall automatically be renewed from year to year, unless either party notifies the other, in writing, not less than one hundred fifty (150) days, nor more than the beginning of the calendar year of the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be ratified by their duly authorized representatives this _____ day of _____, 2026~~5~~.

For the Union:

_____
Leonides Gonzalez, Union President

_____
Steve Allen, Union Vice President

_____
Nicholas Fisher, Secretary/Treasurer

For the City:

_____
Al Minner, City Manager

_____
Ryan Henry~~Joseph Mera~~, Fire Chief

This Agreement approved upon adoption by resolution of the City Commission of the City of Leesburg on the _____ day of _____, 2026~~5~~.

_____
Allyson E. Berry~~Alan Reisman~~,
Mayor

Attest: _____
Julie Purvis, City Clerk

365 PAID TIME OFF (PTO)

Paid Time Off (PTO) is an employee benefit that combines traditional vacation and sick leave programs into one plan. PTO provides the employee with a flexible method of scheduling time off work. Unscheduled PTO shall not be considered as "hours worked" for the purposes of calculating overtime.

Eligibility
The following employees are eligible for PTO:

a. regular full-time;

b. regular part-time working at least 20 hours per week (accrued PTO time will be prorated based upon hours worked); and

c. temporary employees who have held their position for 12 months or longer, and who have been determined in the City's sole discretion to be eligible for PTO benefits pursuant to Policy 405.

Accrual
Paid Time Off (PTO) shall accrue for eligible employees starting on the date of hire at the following rates *(employees covered by a CBA may accrue at a different rate – refer to respective collective bargaining agreement)*:

Less than 5 Years Service – 23 days (184 hours) of PTO a year.

5 to 10 Years Service – After 5 years of service, an employee earns one additional day of PTO (8 hours accrual) for each year of full-time service.

10 to 20 Years Service – After 10 years of service, an employee earns an additional half day of PTO (4 hours) for each year of full-time service.

20 Years of Service – After 20 years of service each employee has earned and continues to earn the maximum PTO accrual of 33 days (264 hours) of PTO a year.

PTO Annual Accrual Chart			Part-Time PTO Annual Accrual (Days)				
Full-Time Employees		Years of Service	*Based on Normal Scheduled Hours*				
Years of Service	PTO Days per Year		90% (36 hours)	80% (32 hours)	70% (28 hours)	60% (24 hours)	50% (20 hours)
0 - 5	23	0 - 5	20.7	18.4	16.1	13.8	11.5
6	24	6	21.6	19.2	16.8	14.4	12
7	25	7	22.5	20	17.5	15	12.5
8	26	8	23.4	20.8	18.2	15.6	13
9	27	9	24.3	21.6	18.9	16.2	13.5
10	28	10	25.2	22.4	19.6	16.8	14
11	28.5	11	25.7	22.8	20	17.1	14.3
12	29	12	26.1	23.2	20.3	17.4	14.5
13	29.5	13	26.6	23.6	20.7	17.7	14.8
14	30	14	27	24	21	18	15
15	30.5	15	27.5	24.4	21.4	18.3	15.3
16	31	16	27.9	24.8	21.7	18.6	15.5
17	31.5	17	28.4	25.2	22.1	18.9	15.8
18	32	18	28.8	25.6	22.4	19.2	16
19	32.5	19	29.3	26	22.8	19.5	16.3
20+	33	20+	29.7	26.4	23.1	19.8	16.5

Leesburg Fire PTO Accrual Chart (56hr work week)	
Full-Time Employees	
Years of Service	PTO Hours per Year
0-4	265.60
5	273.60
6	281.60
7	289.60
8	297.60
9	313.60
10	320.80
11	328.00
12	335.20
13	342.40
14	349.60
15	356.80
16	364.00
17	371.20
18	378.40
19+	385.60

1. Although PTO time is expressed as days accrued each year of service, PTO will be credited to employees on a prorated basis consistent with this policy as determined appropriate by Human Resources.

2. Newly hired employees will not be able to utilize PTO until they have completed 90 days of service.

3. PTO time is not earned during an unpaid leave of absence or when an employee is placed in a non-pay status.

Maximum Accrual Permitted

1. PTO may be accrued to a maximum of 560 hours (70 days). Employees covered by a CBA may accrue time to a maximum established by their collective bargaining agreement.

2. PTO time will not continue to accrue once an employee has reached the maximum accrual permitted.

Scheduling

1. PTO leave must be requested and approved by the employee's immediate supervisor prior to the start of the leave. Emergency requests for PTO that cannot be made in advance must follow the respective department's policies and procedures.

2. The City reserves the right to approve or deny a request for PTO based upon:

    a. the staffing and operational needs of the department,

    b. if the PTO leave request was or was not made in advance,

    c. and/or if there have been excessive occurrences of unscheduled absences.

3. Employees will not be permitted to use PTO that has not been earned. **Any leave time requested, not already accrued, will be denied by the supervisor or Department Head.**

4. Employees are responsible for monitoring their PTO balance and are encouraged to maintain a sufficient balance to cover emergencies.

5. Requested PTO shall be paid at the employee's regular hourly rate of earnings applicable at the time the PTO is taken, exclusive of shift or overtime payments.

6. Holidays which occur during the period selected by the employee for PTO shall not be charged against PTO.

7. Maintenance of Contact – During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.

8. An employee that uses PTO for more than three consecutive days for a medical condition must contact Human Resources in order to apply for a FMLA leave of

absence. The supervisor must also notify Human Resources. Employees are required to exhaust all LTB and PTO time while on FMLA.

9. Physician's Release Upon Return – Depending on the length and circumstances of an employee's illness or disability, the supervisor may require a physician's written release before the employee may return to work. Also, medical documentation may be required if there is an excessive use of PTO for medical reasons.

10. A supervisor may send an employee home due to illness without the ability of the employee to appeal, in order to maintain a healthy work environment. The time off will be charged to the employee's accrued PTO or LTB. If the employee does not have sufficient balance in their PTO or LTB account, this time shall be charged as leave without pay.

11. Employees who are absent for reasons covered under the Workers' Compensation Law will be permitted to use available PTO hours to supplement Workers' Compensation wage loss benefits received when off work due to a work-related injury or illness. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) days, except that if the injury results in a disability of more than 21 days, compensation shall be allowed from the commencement of the disability. If an employee is paid PTO or LTB (if applicable) for all or any part of the first seven (7) days of an absence covered and paid for by Workers' Compensation, the employee shall reimburse the City for the PTO paid and his accrual account will be credited accordingly. The combined payment of wage loss benefit, PTO and/or LTB time, and regular wages may not exceed 100% of the employee's regular base rate of pay. Any pay in excess of 100% of the employee's regular base rate of pay must be returned to the City.

12. For non-exempt employees with an insufficient accrued PTO balance taking unpaid leave, the actual amount of time used may be deducted from the employee's pay at the employee's regular hourly rate. However, for exempt (salaried) employees with insufficient accrued PTO balance taking unpaid leave, deductions from the employee's salary may only be made for absences of one or more full days for which the employee has insufficient accrued PTO balance available.

PTO Sell Back

Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

1. The employee must complete a written request in a form acceptable to Human Resources.

2. A maximum of 160 hours may be sold back to the City in any one fiscal year. Employees covered by a CBA may sell time to a maximum established by their collective bargaining agreement.

3. A minimum of 8 hours must be sold on each occasion.

4. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the 12-month period preceding the request for PTO sell-back. (Exempt employees may also include administrative time they have used towards the number of hours they may sell.) Once paid time off from work has been counted towards a sell back request, the same dates cannot be counted again towards a second sell back request.

5. Employees may exercise this option a maximum of two times a fiscal year (October 1st through September 30th).

6. Payment will be made in a supplemental check on the next regular pay day to the employee or in a contribution to the employee's deferred compensation account, subject to any applicable plan limitations.

PTO/LTB Donation & Exchange Policy

The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

The purpose of the PTO/LTB leave exchange policy is to provide time off with pay for employees during periods of personal prolonged medical leave (such as illness, accident, injury, etc.) not otherwise compensated by the City.

All regular full-time and part-time employees are eligible to participate after successfully completing their probationary period of employment (or six (6) months of employment as a Police Officer or Firefighter where the probationary period is greater than six (6) months).

All temporary employees who have held their position for 12 months or longer, and who have been determined in the City's sole discretion to be eligible for the PTO/LTB Donation & Exchange Policy pursuant to Policy 405, are also eligible to participate in the PTO/LTB Donation Exchange Policy in the same manner as regular full-time and part-time employees except as described herein.
The following are the guidelines for the use of this policy:

1. Donated PTO/LTB hours are to be used for medical leave (such as illness, accident, injury, maternity, etc.) only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same household). Employees using such donated PTO/LTB hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or

other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.

2. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from accumulated PTO.

3. An employee shall be eligible to request the assistance of donated PTO/LTB leave when:
   a. All available leave has been exhausted; and,

   b. The employee has been absent at least 14 calendar days in either paid or unpaid leave status, relating to the same condition.

4. Employees who have been instructed by their doctor to return to work on a limited basis (such as every other day or less than the employee's normal work day) shall be eligible for PTO/LTB donations provided they otherwise qualify pursuant to paragraph 3 above.

5. The primary purpose of the PTO/LTB Exchange program is to attempt to provide the employee in need with what they normally receive for regularly scheduled hours worked. No more, no less.

6. Each request for assistance under the PTO/LTB Exchange Program must be VERIFIED by the Human Resources Department

7. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO/LTB donations.

8. Any employee wishing to donate PTO/LTB leave will need to complete the necessary form allowing a transfer of PTO/LTB leave from their account to the requesting party's account. Forms are available on the intranet, in each department and in the Human Resources Department.

9. All donations must be in even amounts (whole numbers). (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)

10. If you have authorized the donation of some of your PTO/LTB leave, the hours will not be taken from your account until they are actually used.

Sick Leave/Long Term Sick

All accruals formerly known as sick leave banks or long-term banks have been frozen. Employees with remaining accrual balances must use these hours in the event of need for medical absence leave until exhausted before any other leave is used. Earned sick leave is

used for an absence from work by reason of personal illness (to include doctor and dental appointments only for the time necessary to meet such appointments), accident, pregnancy supported by a doctor's recommendation or serious illness in the immediate family (i.e., spouse, children or other dependents living in the same household). In some situations, sick leave may also qualify as leave under the Family and Medical Leave Act and be so treated accordingly.

Appendix "B-1"

PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC

I hereby authorize the City of Leesburg to deduct from wages each month the current normal monthly union dues and to transmit this amount to the Treasurer of the Professional Firefighters of Leesburg, Local 2957; I.A.F.F. AFL-CIO-CLC. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Received in Human Resources:

_____ _____

Date Employee Signature

_____

Date

_____

Print Employee Name

_____

Bi-weekly

Appendix "B-2"

REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC

I hereby revoke by previous written authorization for the withholding of union dues and hereby instruct the City of Leesburg to stop deducting from my wages each month the current normal monthly dues for the Professional Firefighters of Leesburg, Local 2957, AFL-CIO-CLC.

Received in Human Resources:

_____ _____

Date Employee Signature

_____

Date

_____

Print Employee Name

Appendix "C-1"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM
STEP ONE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP ONE: (Within ten (10) working day of occurrence of grievance.)

GRIEVANCE PRESENTED ORALLY OR IN WRITING TO SUPERVISOR:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

_____ ON _____
Steward's Signature Date

CONTACT PROVISION ALLEGEDLY VIOLATED: ART. ____ SEC. ___

DESCRIPTION OF GRIEVANCE: _____

_____

_____

_____

REMEDY SOUGHT: _____

_____

SUPERVISOR'S ANSWER IN WRITING (Within ten (10) working days from receipt date above.) GRANTED _____ DENIED _____

REASON:_____

_____

_____

PRESENTED BY: _____ ON _____
Supervisor's Signature Date

RECEIVED BY: _____ ON _____
Employees Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix "C-2"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP TWO

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP TWO: (Within ten (10) working days after receipt of reply in Step One.)

_____
Date of reply to Step One

GRIEVANCE PRESENTED IN WRITING TO THE FIRE CHIEF:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Fire Chief's Signature Date

DATE MEETING HELD BY FIRE CHIEF WITH EMPLOYEE: (Within ten (10) working days from date received above.)

_____
Meeting Date

FIRE CHIEF'S ANSWER IN WRITING: (Within ten (10) working days from date received above.) GRANTED ____ DENIED ____

REASON: _____

_____

_____

_____

PRESENTED BY: _____ ON _____
Fire Chief's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix "C-3"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP THREE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP THREE: (Within ten (10) working days after receipt of reply in Step Two.)

_____
Date of reply to Step Two

GRIEVANCE PRESENTED IN WRITING TO CITY MANAGER:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
City Manager's Signature Date

DATE MEETING HELD BY CITY MANAGER WITH EMPLOYEE (Within ten (10) working days from date received above.)

_____
Meeting Date

CITY MANAGER'S ANSWER IN WRITING (Within ten (10) working days meeting.)
GRANTED _____ DENIED _____

REASON: _____

_____

_____

_____

PRESENTED BY: _____ ON _____
City Manager's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix "D"
540
INTERNET USAGE

The City of Leesburg's Internet access is intended to further the business purposes of the City of Leesburg. Except as prohibited elsewhere in this policy, incidental (occasional) personal use of the Internet is permissible.

All information created, sent, or received via the City's computers, networks, internet access, and/or email system is the property of the City. The City reserves the right to monitor, filter, and/or review, at any time, all internet utilization.

The City further reserves the right to reveal any internet access related information to any party that it deems appropriate. The use of encryption, the labeling of a communication as private, the deletion of a communication, or any other such process or action, shall not diminish the City's rights in any manner. The City will also disclose internet access information to any party that it may be required to by law or regulation. This may include law enforcement search warrants and discovery requests in civil litigation. All internet access information is part of Public Record, as defined by Florida Public Record law.

Due to the potential for security breaches, employees will not download software from the internet unless prior written approval has been obtained from their Department Head and the Director of IT. For the purposes of this policy, the word software is defined as any executable program, screen saver, animated cursor or background image.

The use of any instant messaging or social networking service is not allowed, unless specifically authorized by the City Manager. Employees will not enter any internet chat rooms or chat channels. Employees will not post any comments or statements on any web page or send any messages to internet newsgroups without written permission from the City Manager.

Employees are responsible for ensuring that their use of the City's internet access is consistent with City policy and appropriate business practices. Internet sites containing jokes, pornography, sexist material, racist material, defamatory material, obscene material, pirated software, games or any other inappropriate material shall not be accessed. The internet access system shall not be used for any purposes in violation of law or regulation.

Employees should be mindful that internet sites they visit collect information about visitors. This information will link the user to the City of Leesburg. Employees will not visit any site that might in any way cause damage to the City of Leesburg's image or reputation.

Employees should be aware that much of the material available on the internet is copyrighted or trademarked. Other than viewing publicly available material, users will not use any material found on the internet in any manner without first establishing that use would not be in violation of a copyright or trademark.

IT staff will never ask for an employee's password. Employees will not reveal their passwords to anyone. Violations of this policy should be reported immediately to the Director of IT. Excluding members of IT, no employee will utilize or access internet accounts belonging to any other user.

Appendix "E"

Tobacco Affidavit

I _____ do herby affirm that I have not been a user of tobacco, tobacco-like products; including smoked and smoke-less tobacco, other smokable products, and electronic cigarettes for at least one (1) year immediately preceding my application for certification as a firefighter, in accordance with Section ~~633.34(6)~~633.412(6) Florida Statutes.

All employees hired after October 1, 2017 shall comply with Florida Statute ~~633.046(6)~~633.412(6) regarding tobacco products and during their term of employment shall remain tobacco free.

Under the penalties of perjury, I declare I have read foregoing affidavit and that the facts stated in it are true.

Date and signed this _____ day of_____ year_____.

_____
Print Name

_____ _____
Signature Date

Affidavit

State of: _____

County of: _____

Before me personally appeared the said _____who says that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Sworn and subscribed in my presence this_____ day of_____

year_____.

My commission expires: _____

Signature Notary Public: _____

COLLECTIVE BARGAINING AGREEMENT

CITY OF LEESBURG

AND

PROFESSIONAL FIREFIGHTERS OF LEESBURG

LOCAL 2957, IAFF,

AFL-CIO-CLC

October 1, 2026 through September 30, 2029

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Article 1

Recognition

1.1. The City recognizes the Union's status by virtue of the Florida Statutes, Section 447.307 and its certification by the Florida Public Employees Relation Commission in Case No OR 86 250 and certification No. 675 as established June 25, 1985 and as subsequently amended. In consequence, thereof, the City recognizes the Union as the exclusive collective bargaining representative of all sworn firefighters in the classification of Firefighter/Engineer, Fire Lieutenant, Firefighter; and excluding all sworn firefighters in the classifications of Fire Chief/EOC Commander, Deputy Fire Chief, Division Chief, Battalion Chief, and Captain. Fire Chief's Administrative Assistants, and all other employees of the City of Leesburg.

1.2. The City agrees that any employees hired into one of the above-referenced classifications will be covered in all aspects by the provisions of this collective bargaining agreement and shall enjoy all rights and privileges afforded by this agreement without restriction.

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Article 2

Management Rights

2.1. "Pursuant to Section 447.209, Florida Statutes – It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Fire Department, set standards of services to be offered to the public, and exercise control and discretion over the department's organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement."

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Article 3

Union Rights

3.1. Stewards:

a. The City recognizes the right of the Union to designate a steward for each shift. The Union will keep the City advised in writing of the name of such steward or stewards.

b. The steward is authorized and empowered to represent the Union in dealing with the City in the administration of this Agreement.

c. A Union steward shall be an employee in the bargaining unit who has satisfactorily completed his probationary period.

d. The Union recognizes that a Union Steward is not entitled to any specific benefit or treatment because of his role as a steward.

e. The activities of a Union steward shall be performed during non-working hours except as specifically provided herein. Non-working hours shall include lunchtime, break time and hours before 8:00 a.m. and after 5:00 p.m. Monday through Sunday.

f. A Union steward may investigate, handle or adjust a formal grievance during working hours under the following conditions:

1. Activity will be conducted with a minimum of interference with normal work.
2. In no event will it be done beyond the conclusion of his normal shift, and will only be on a regular rate of pay status.
3. Must obtain permission from the Fire Chief before conducting an investigation during working hours.
4. Shall not leave the station(s) to conduct any part of the investigation.

g. A Union steward shall not spend an unreasonable amount of time investigating a grievance or performing other duties for the Union. The Fire Chief shall have the right to request of the Union that it stop any excessive activity of the Union steward and/or replace the employee with another employee as steward.

3.2. Off Shift Visitation:

Where, in the opinion of the City, it is reasonable and necessary for a local Union Officer, other than an employee on shift to enter upon the City's property or buildings to investigate a previously filed grievance, such agent shall first secure permission from the Fire Chief, or his designee in his absence, and may then set/select a mutually satisfactory date and time for the visit.

3.3. General:

a. Each employee covered by this Agreement shall have the right to have a Union representative of his choosing present at any time the employee is subjected to questioning which the employee reasonably believes could lead to discipline and/or in any meeting where any disciplinary action is to be taken.

3.4 Union Time Bank:

The City shall provide a bank of one hundred (100) hours per fiscal year for Union business, to be used by Union officers or stewards.

3.5 Weingarten Rights

Employees shall have representation rights consistent with applicable law.

3.6 Union Communication:

The Union may utilize the City's email system for official Union business on a limited basis, consistent with City policies governing electronic communications, cybersecurity, public records retention, and acceptable use. The use of City email shall not interfere with business operations or result in additional costs to the City.

Article 4

Employee Rights

4.1. An employee shall have the right to join or refuse to join in Union activity without interference or intimidation by either the City or the Union. See Appendix "B."

4.2. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in the Union, or by the Union because of any employee's lack of such activity or membership.

4.3. The Union agrees that no employee will solicit Union membership during working hours. Working hours shall exclude the non-working hours listed in Article 3.1 e.

4.4 Each employee covered by this Agreement shall have the right to inspect their official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The City adheres to Florida Statute 119 and ensures that exempt or confidential information is not disclosed when a request is made to view an employee's official personnel file, except as otherwise permitted by law. A reasonable effort will be made to inform employees when a request is made to view their personnel file by anyone not employed by the City.

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Article 5

Strikes

5.1. The City shall have the right to discipline up to and including discharge any employee who instigates, participates in or gives leadership to any strike, sit-down, stay-in or slowdown of Leesburg public safety employees while employed by the City, and will not be involved with any curtailment of work or restriction of service or interference with the operations of the City during the terms of this agreement.

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Article 6

Compensation

6.1. Effective October 1, 2026, the below ranges are adopted.

October 1, 2026 @ 2496 hours per year				
Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Firefighter 520	$20.63	$29.90	$51,492.48	$74,630.40
Firefighter/Engineer 524	$23.48	$33.97	$58,606.08	$84,789.12
Fire Lieutenant 529	$28.31	$41.13	$70,661.76	$102,660.48

Effective October 1, 2027, the below ranges are adopted.

October 1, 2027 @ 2496 hours per year				
Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Firefighter 520	$21.66	$31.40	$54,063.36	$78,374.40
Firefighter/Engineer 524	$24.65	$35.67	$61,526.40	$89,032.32
Fire Lieutenant 529	$29.73	$43.19	$74,206.08	$107,802.24

Effective October 1, 2028, the below ranges are adopted.

October 1, 2028 @ 2496 hours per year				
Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Firefighter 520	$22.74	$32.97	$56,759.04	$82,293.12
Firefighter/Engineer 524	$25.88	$37.45	$64,596.48	$93,475.20
Fire Lieutenant 529	$31.22	$45.35	$77,925.12	$113,193.60

6.2. Effective on October 1, 2026, all employees in this bargaining unit shall not receive a salary increase, in lieu of changes made to Article 25 (Retirement).

Effective on October 1, 2027, all employees in this bargaining unit shall receive a maximum of a five percent (5%) increase or be moved to the starting pay range for their job classification, whichever is greater.

Effective on October 1, 2028, all employees in this bargaining unit shall receive a maximum of a five percent (5%) increase or be moved to the starting pay range for their job classification, whichever is greater.

The salaries and wages depicted in Section 6.1 of this Agreement provide for a zero percent (0%) wage increase in year one (1); a five percent (5%) wage increase in year two (2); and a wage increase of five percent (5%) in year three (3). These pay increases per year shall not exceed the salary ranges for all bargaining members, effective October 1, 2026, and updated again on October 1, 2027 and October 1, 2028. Newly hired probationary employees shall not be eligible for the wage increase until successful completion of the six (6) months evaluation period. Once the new employee has completed the probationary period, he shall receive the wage increase in accordance with this article. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. Further, the parties agree that there is no entitlement or guarantee to wages/salary adjustments not specifically provided for in this agreement.

6.3. A current bargaining unit employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

6.4. An employee hired into the bargaining unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

6.5. The City's classification and pay plan do not apply to bargaining unit employees; base compensation Paramedic, Field Training Officer (FTO), and Coordinator "Add Pay" of employees is governed exclusively by this Article 6.

6.6. Each bargaining unit employee will be evaluated at 90 days, six (6) months, and one (1) year from his hire date. The evaluation completed one year from the date of hire is the

end of probation and the first annual evaluation. Annual evaluations will occur thereafter on the anniversary of the initial employment date. Documents used and prepared in the process of evaluation shall be of the City's choosing, and may be modified at the City's sole discretion. If over the term of this contract the City considers the entirety of the general fund non-union-represented workforce for merit, bonuses, step increases or COLA increases, the same consideration shall apply to bargaining unit employees.

6.7. Bargaining unit employees shall not exceed the maximum annual salary amount listed in Article 6.1 of this contract. Should the wage increase outlined in Article 6.1 result in a unit member being placed above the maximum salary range, the unit member shall receive the difference of the wage increase in the form of a bonus check paid in the first pay period of October.

6.8. State Certified or Regionally Certified Paramedics recognized by the Leesburg Fire Department and cleared by the Lake County Medical Director may be considered for additional compensation. To receive such pay, bargaining unit personnel assigned as paramedics must maintain their paramedic certifications and cleared to work under Lake County Medical Direction. The Paramedic compensation will be paid as an "Add Pay" in the amount of $5.22 per hour for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

6.9. EMS Coordinator and Field Training Officers are supplementary title responsibilities and pay assigned to another recognized bargaining unit position.

6.10. Field Training Officers' (FTO's) compensation shall be $.81 per hour. To receive such pay, bargaining unit personnel assigned as FTO's must maintain all required certifications, as deemed by the Training Division. The FTO incentive will be paid as an "Add Pay" for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

6.11. EMS and Fire Training Coordinators compensation shall be $1.21 per hour. To receive such pay, bargaining unit personnel assigned as Coordinators must maintain all required certifications, as deemed by the Training Division. The Coordinator incentive will be paid as an “Add Pay” for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

Article 7

Hours of Work/Overtime

7.1. The variable work schedule for members of the bargaining unit shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

7.2. Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), the parties acknowledge that, as of January 1, 2018, the Bargaining Unit made an election of a twenty-one (21) day work cycle for FLSA overtime purposes, and that overtime must be paid at the rate of time and one-half (1 ½) the regular rate of pay to employees of the department for work actually performed in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle. Such work may be compensated at either the regular rate or time and one-half (1 ½) rate depending upon whether the employee actually works all scheduled hours in the applicable work cycle.

Firefighter unit employees are on a twenty-one (21) day work cycle for determining overtime pursuant to FLSA and are granted a twenty-four (24) hour Kelly Day (furlough) every seventh (7th) shift; one twenty-four (24) hour Kelly Day every twenty-one (21) day work cycle. The Kelly Day is based on scheduled hours and will be granted during the twenty-one (21) day work cycle. Only hours actually worked, not hours paid, will count towards determining any overtime owed during the twenty-one (21) day work cycle pursuant to FLSA the threshold of 159 hours.

7.3. The "24" on "48" off three-platoon variable work schedule results in a scheduled 2496 hours per year for combat personnel.

7.4 The City agrees to pay each member of the bargaining unit actual hours worked at his current hourly rate in each of the twenty-six (26) pay periods. This results in payment for 2496 hours per year. The payment for 2496 hour per year does not include payment for FLSA overtime hours in the work cycle.

7.5. An employee shall be required to work overtime when ordered.

7.6. Overtime compensation will be paid in accordance with Federal Labor Standards Act (FLSA) 7k for actual hours worked beyond 159 hours within the twenty-one (21) day work cycle. For the purposes of the computations of overtime compensation, the following shall not be deemed hours worked, namely unscheduled PTO leave, Time Trade "Worked" ("Swap On"), Kelly Days, holiday time, LTB leave, funeral leave, Jury duty, off-duty doctors' appointments, off-duty annual physicals, time spent in school or in class on the employee's own initiative and any other time paid but not worked.

7.7. In the event that a variable workweek 24-hour shift personnel is temporarily reassigned for a special project or light-duty, approved by the Fire Chief, to a 40-hour workweek; the employee's calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins work project. Additional compensation shall be in accordance with Article 11.

7.8. Personnel temporarily assigned to the special projects shall receive compensation in accordance with FLSA.

7.9. Personnel temporarily assigned shall not be eligible for shift work during the temporary assignment.

7.10 Bargaining unit members shall have the option to receive payment for overtime worked or compensatory time in accordance with FLSA for actual hours worked. If bargaining unit member chooses compensatory time instead of payment, they shall receive it at the rate of one and one-half (1-1/2) hours. Bargaining unit members shall indicate their preference to the on-duty Battalion prior to the completion of the assigned shift.

7.11 The maximum accrual compensatory time balance shall be one hundred twenty (120) hours. Any hours worked above the compensatory time accrual cap shall be paid in accordance with FLSA.

7.12 Bargaining unit members may choose to sell back compensatory time throughout the fiscal year. Any remaining comp-time balance in September shall be paid out the last paycheck of the fiscal year.

7.13 Bargaining unit members who have approved time off the following shift and who are ordered in to work mandatory overtime shall be paid double their regular hourly rate of pay for each hour so worked, regardless of the number of other hours worked in that FLSA pay cycle.

7.14 Bargaining unit members will be afforded the opportunity to work back on their assigned Kelly Day if the daily minimum staffing for their shift would require an overtime person. This will be counted as actual hours worked.

7.15 Bargaining unit members will be allowed to do Kelly Day swaps within the same twenty-one (21) day work cycle, as long as it does not create any overtime, and with the approval of the Battalion Chief.

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Article 8

Work Shift

8.1. Shift starting times and shift rescheduling are exclusively the prerogative of the City. However, an employee shall be given reasonable advance notice of any change in his regularly scheduled hours except in the event of an emergency.

8.2. The starting time for bargaining unit employees shall normally be 8:00 a.m. However, in the event the City decides to change the start time and/or the shift schedule, they shall be changed accordingly and the Union shall be so notified in writing.

8.3. The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be reserved for training, equipment maintenance, scheduled work assignments, and station cleaning. The hours of 8:00 a.m. to 12:00 noon on Saturday and Sunday shall be reserved for equipment maintenance, scheduled work assignments, and station cleaning. During these hours, and all other hours on duty, bargaining unit employee members shall maintain a state of readiness for emergency call response and special assignments.

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Article 9

Paid Time Off

9.1. The City furnishes paid time off (PTO) to all full-time bargaining unit employees. PTO is to be used for vacation, medical absence leaves, and other paid leave for the purposes set forth below. See Appendix "A."

Eligibility/Administration

9.2. City of Leesburg Personnel Policy 365.

9.3. In any situation in which a medical absence will exceed two shifts due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to the eligibility for PTO or LTB.

9.4. In addition to an employee's own earned PTO time, all bargaining unit employees who have completed six months of employment are eligible for participation in the PTO Donation and Exchange Program as outlined in 9.21.

9.5. Newly hired employees accrue PTO time entitlement, but are not permitted to take PTO leave during their first six months of service.

9.6. PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

9.7. PTO time entitlement will not accrue once an employee has reached the maximum accrual permitted as outlined in Article 9.19.

9.8. During PTO/LTB for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements); in order for the supervisor to know the employee's estimated date of return to work, except when on FMLA. PTO/LTB for illness is contingent upon maintenance of regular contact. If the PTO/LTB for illness qualifies as leave under FMLA, the employee must comply with all aspects of the City's FMLA policy, including, but not limited to, maintaining regular contact with Human Resources who will keep the Fire Chief informed of the employee's date of return.

9.9. Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

9.10. A supervisor, with the concurrence of the Battalion Chief or Fire Chief, may send an employee home due to illness without recourse in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO/LTB. If the employee does not have a sufficient balance in his PTO or other leave bank, this time shall be charged as leave without pay.

9.11. All accruals formerly known as sick leave banks or long-term banks will remain frozen on the date this article becomes effective and must be used in the event of need for medical absence leave as defined in this article until exhausted before any other available benefit accruals is are used for that purpose.

9.12. PTO leave shall be scheduled and taken as approved by the employee's shift supervisor. The request shall be required in writing, a minimum of forty-eight (48) hours in advance, and may be denied if not timely made, if granting PTO would leave the City understaffed or if scheduled work cannot be performed in the absence of the employee.

9.13. Annual PTO date selection shall be based upon rank and years of service (in that order). Preference in selection of other leave dates will be granted by the shift supervisor on a first request basis.

9.14. If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

9.15. PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken, exclusive of any other factors.

9.16 An employee may take accrued PTO or comp time in increments of at least four (4) hours and less than twenty-four (24) hours away from the Fire station. The leave shall be contiguous to shift change until 1700. Example: Firefighter "A" requests PTO time off that starts at 10:00 a.m. and concludes at 2:00 p.m. Firefighter "A" will need to request a minimum of 6 PTO hours to cover all hours starting from shift change, at the discretion of, and when approved by the shift commander. The Fire Chief or his designee has final

authority to approve or disapprove PTO leave and may exercise that authority when appropriate. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

9.17 The Personal Leave Day:

A. The Personal Leave Day shall continue to be recognized as a full shift away from work, on the following conditions:

1. The employee's request for a personal leave day off shall be made to the Battalion Chief, at least forty-eight hours in advance of the beginning of the day off. The Fire Chief or his designee has the final authority to approve or disapprove the personal day off. The leave request shall be contiguous to shift change.

2. The request shall not be granted for, among other reasons, when to do so would create an overtime expense to the City.

B. Bargaining unit employees shall receive one (1) 24-hour Personal Leave Day off per calendar year, January 1. Newly hired probationary employees shall not receive the Personal Leave Day until successful completion of the probationary period. Once the new employee has completed the probationary period he shall receive the Personal Leave Day in accordance with this article.

No more than three (3) personal leave days may be deferred and accrued during the term of this Agreement. Any personal leave days in excess of three (3) as of December 31 of any year are abandoned.

C. In lieu of actually taking time off from work, an employee may take payment for any accrued personal leave day.

PTO Sell Back

Accrual

9.18. PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates outlined in Appendix "A".

Maximum Accrual Permitted

9.19. Unused PTO may be accrued to a maximum of 904 hours.

9.20. Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

a. The employee must complete a written request in a form acceptable to Human Resources.
b. A maximum of two hundred twenty-four (224) hours may be sold back to the City in any one fiscal year.
c. A minimum of eight (8) hours must be sold on each occasion.
d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell back.
e. Employees may exercise this option a maximum of two (2) times a fiscal year.
f. Payment may be made in a supplemental check or in a contribution to the employee's Deferred Comp account, subject to any applicable plan limitations.
g. PTO Sell Back pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO Sell Back is requested, pursuant to Article 6.1.

PTO Donation and Exchange Policy

9.21. The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

All regular full-time and part-time employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

a. Donated PTO hours are to be used per City's Policy 365 referenced (Paid Time off) and Policy 20 Family and Medical Leave Policy. Employees using such donated PTO hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.
b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.
c. Any employee shall be eligible to request the assistance of donated PTO leave when:

    1. All accumulated leave and comp time has been exhausted; and

    2. The employee has been absent for at least 14 consecutive calendar days in either paid or unpaid leave status.

d. Each request for assistance from the PTO donation exchange program must be VERIFIABLE. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury).
e. PTO shall be per City Policy 365.

f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO donations/leave.

g. Any employee wishing to donate PTO leave hours will need to complete the necessary allowing a transfer of PTO leave hours from their account to the needy party's account. This form is available on the intranet.

h. All donations must be in whole amounts. (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)

i. The hours donated will not be taken from the donor's account until they are actually used.

Leave in "Good Standing"

9.22. To leave in "good standing" an employee is expected to provide the City with a minimum of two weeks' written notice, return all City equipment and keys in good condition (ordinary wear and tear excepted), and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline, conduct, or work performance does not leave in good standing.

Benefits on Termination

9.23. The following benefits are provided upon termination. However, an employee who does not leave in "good standing" as outlined in Article 9.22 or is discharged for any reason related to discipline, conduct, or work performance, is not entitled to the benefits outlined below.

a. Any employee who leaves in good standing shall be entitled to payment of up to 504 hours of accumulated PTO/LTB and Personal Leave Days.

b. Any employee who leaves employment due to retirement or death shall be entitled to payment of up to 704 hours of accumulated PTO/LTB. For the purposes of this section, "retirement" shall mean anyone who leaves employment who qualifies for retirement benefits under the City's retirement plan.

Article 10

Holidays

10.1. The City observes the following holidays for employees:

New Year's Eve	New Year's Day
Martin Luther King's Birthday	Leesburg Bikefest (last Friday of April)
Memorial Day	Juneteenth
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving Holiday	Christmas Eve
Christmas Day	

In the event the City declares a day to be a City-wide holiday, such day shall be treated for the purposes of this Article as a holiday.

The City recognizes the last Friday in April as a paid holiday in observance of Leesburg Bikefest. Should Leesburg Bikefest no longer be held, this holiday shall be discontinued for all City employees.

10.2. Pay for the Holiday shall be for twelve (12) hours at the eligible shift employee's straight time hourly rate.

10.3. If any employee is required to work any hours on a holiday, he shall receive pay at his regular straight time hourly rate for all time worked.

10.4. If an employee otherwise eligible is scheduled for work on any such holiday but fails to report or perform his scheduled or assigned work, he shall forfeit holiday pay for the unworked holiday unless he has failed to perform such work because of illness or death in the immediate family or because of similar good cause as evidence by written certification of a physician or other proof if requested by the City.

10.5. Since the necessity exists within the Fire Department for some employees to work on holidays, the Fire Chief may require an employee to work on a holiday.

10.6. An employee eligible for holiday pay is a full-time employee who:

a. Performs work in the pay period in which the holiday is observed; and / or holiday falls;

b. Is on PTO approved leave the day on which the holiday occurs, and / or;

c. Works as scheduled or assigned both on his last scheduled work day prior to, the day of, or his first scheduled work day following the day on which the holiday falls; unless he has good cause as evidenced by written certification of a physician or other proof if requested by the City.

10.7. Holiday pay shall not be considered as hours worked for the purposes of calculating overtime.

Article 11

Working Out of Class

11.1. A bargaining unit employee who is temporarily assigned to a position higher than his normal job classification shall be paid $1.35 per hour above his base rate for the hours worked in such higher classification.

11.2. No employee in his first one (1) year of probation shall work out of classification as a firefighter/engineer; nor shall newly promoted employees be eligible for this compensation prior to successfully completing the six (6) month probationary period. To be eligible to work out of classification a probationary firefighter must pass the first one (1) year of probation and shall have completed his probationary training package found in Department SOPs.

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Article 12

Compensation While Injured

12.1. Bargaining unit employees who, because of an injury or illness covered by the Florida Workers' Compensation Law are required to be away from work will receive full salary during the time they are required to be away from work because of such injury. During such time they will also accrue Paid Time Off (PTO). During such time light duty is mandatory if assigned. All wage loss benefits received during such time shall be endorsed and delivered to the City.

12.2. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job, except whereas otherwise covered by law. Light duty assignments are intended to be temporary and are not considered to create a permanent position or placement into a permanent position. In order to be considered for a light-duty assignment as the result of an on-the-job injury or illness, the employee must provide a DWC-25 form or other acceptable documentation from an authorized treating physician. This documentation must be provided to the City within 24 hours of being issued by the authorized treating physician. Employees that are offered but refuse a light-duty assignment may lose their wage loss benefits in accordance with F.S.S. 440. All light-duty assignments must be approved in advance by the Human Resources Department.

12.3. Employees assigned light-duty restrictions by their medical provider due to a non-work-related injury or illness may be offered light duty assignments, at the sole discretion of the Fire Chief and consistent with applicable law. Employees that have been given long term or permanent restrictions or restrictions due to a non-work-related injury or illness will be treated in compliance with the Rehabilitation Act of 1973, Section 504, Title 1 of the Americans with Disabilities Act as Amended (ADA and ADAA), the Family and Medical Leave Act (FMLA), and Chapter 440, Florida Statutes, and other applicable laws and regulations.

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Article 13

Job Related Physician's Visit

13.1. An employee injured during his shift will be paid for the hours lost while receiving medical care for the shift he was injured, if the attending physician recommends that the employee not complete the balance of the shift. His pay for time not worked shall not be considered hours worked for the purposes of calculating overtime.

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Article 14

Physical Examinations

14.1. Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines established by the City, and conducted in accordance with the standards set forth in the most current edition of the NFPA. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing any applicable limitation or restrictions. Consistent with applicable law, the City is not required to maintain or hire any employee who is determined to lack fitness for duty. It is the responsibility of the employee to ensure that he receives an annual fit for duty from the physician at or within 60 days after his birthday. If the City-selected physician determines that additional medical evaluation, testing, or consultation with a specialist is necessary before a final fitness-for-duty determination can be made, the employee shall be placed on modified duty, provided the employee is medically capable of performing such duty. The employee shall, within thirty (30) calendar days of receiving notice of the need for additional medical evaluation, testing, or specialist consultation, take the necessary steps to schedule all required follow-up appointments and shall thereafter timely and actively pursue completion of the required evaluation, testing, or consultation, and shall provide the documentation necessary for the City-selected physician to make a final fitness-for-duty determination. The employee shall remain in paid status while performing modified duty during this follow-up process.

An employee who has not received final clearance for duty shall not be permitted to return to active shift duty until such clearance has been obtained. Modified duty under this provision shall continue only while the employee is medically capable of performing modified duty and is in compliance with the requirements above. If a final determination is made that a bargaining unit employee is not fit for duty, the employee's work and leave status shall be addressed in accordance with applicable provisions of this Agreement, City policy, and applicable law.

14.2. An employee shall achieve and maintain a state of personal physical condition that allows him to perform all aspects of the job description promulgated by the City for his job or rank. The current job description may be changed due to the requirements of the Federal Americans with Disabilities Act of 1990.

14.3. Regardless of whether an employee passes the pre-employment or annual physical, if at any time the City has reason to believe an employee is not able to perform all essential functions of his job because of a reason related to his physical or mental condition, the City may require an employee to be examined by a physician.

14.4. In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Fire Chief or his designee.

14.5. In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness exercise program shall be binding on the City, the employee, and the Union. His expense shall be equally divided between the City and the Union.

14.6. No employee shall be ordered to participate in a City provided physical fitness program without first having a physician conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, a blood chemical profile (SMAC test) paid for by the City.

14.7. If the City-selected physician determines that an employee is permanently unable to execute the regular duties of a firefighter, but the City considers the employee be qualified by reason of his training, education, or experience to perform in some other position or job

with the City, the City may offer the employee the opportunity to seek such a full time position within five (5) month of the date of the medical decision determining the employee's unfitness for duty as a firefighter. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a firefighter and for whom another position cannot be found may be terminated.

14.8. Firefighter Wellness Initiative Program

All Administrative and Union personnel who participate in fire pension plan agree to create and participate in a proactive mandatory wellness/physical fitness program within the first twelve (12) months of this agreement. The parties agree that the program seeks to improve the quality of life of all personnel. The Union agrees that it must work to ensure that each member has the opportunity to attain and maintain a healthy body and mind so each member can perform their work duties. This program is based not only on physical fitness and wellness, but is a supplement to competency within firefighting drill standards and the ability for firefighters to carry out their duties.

The wellness/fitness program shall be a positive program and not punitive in any way, no employee will be disciplined for failure to meet each and every goal that may be established as long as the employee makes a good faith effort to meet any such goals, and any failure to physically perform does not demonstrate a substantial risk exists that the employee cannot perform the essential duties of his job at an acceptable level.

Both parties agree to use the IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative, Current Edition in its entirety, and reserve the right to review and adopt, subject to mutual agreement, new versions as published in part or in total. The program will be administered by the physical fitness committee. Employees who are not able to meet the standards within the Wellness-Fitness Initiative will be counseled and will seek the assistance from a physical fitness committee peer fitness trainer who will provide specific guidelines for rehabilitation and remedial support for meeting the standards.

All unit employees shall participate in a mandatory, annual, non-punitive fitness assessment, as a part of this data gathering process, to assess their individual fitness capacity.

14.9. Upon adoption, to be eligible for promotion, employees in special risk positions at a minimum must have successfully passed the Incumbent Physical Agility Test (IPAT) or have passed the IPAT within the previous twenty-four (24) months and have received a Fit-For-Duty sheet from the City's appointed physician within the same time period.

14.10. All employees hired as of October 1, 2017 under this Collective Bargaining Agreement shall comply with Florida State Statute 633.412(6) regarding tobacco products and during their term of employment shall remain tobacco free as a contingency of employment. City of Leesburg Firefighters shall sign the affidavit and affirm compliance with the F.S.S. 633.412(6). See Appendix "E".

Article 15

Substance Abuse Policy

15.1. The Union accepts the current City of Leesburg Drug Free Workplace Policy contained in the City of Leesburg Personnel Policy Manual as in effect on the date of ratification of this Agreement.

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Article 16

Assignment During Disability

16.1. In the event an employee is injured, whether on-the-job work related, covered or not covered by Workers' Compensation or otherwise, he shall be returned to the City's active, paid, full-time duty status without work restrictions only upon delivery and acceptance by the City of a doctor's release clearly stating that the employee is capable of performing all essential functions of the job duties in which he was classified prior to his medical leave of absence. The City shall have the prerogative of determining the sufficiency of the release.

16.2. If any doubt exists concerning the employee's current ability to return, the City may require that the employee be examined by a doctor of its selection to determine the medical status of the employee. The employee shall cooperate with the City in its efforts to obtain a second opinion. This second opinion shall be at the expense of the City.

16.3. Bargaining unit employees who, while restricted from performing their assigned duties by an injury covered by Workers' Compensation, and who are working on light duty status, shall receive compensation for actual hours worked, without interruption. LTB and vacation PTO leave accrual shall remain unchanged. Any light duty available, offered and able to be performed by the injured employee shall be completed as required by the Fire Chief. Any and all workers' compensation benefits received by the injured employee must be signed over to the City of Leesburg upon receipt.

16.4. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job and/or who are pregnant and have requested (in consult with their treating physician) to be accommodated in a temporary light-duty assignment, except whereas otherwise covered by law.

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Article 17

Paramedic Bridge Program

17.1. When an employee currently employed in the City's Fire Department obtains the necessary education and successfully passes the required State Paramedic examination, completes all additional requirements established by the State of Florida for Paramedic certification, and the employee seeks to become a Paramedic in an open or vacant budgeted position the following shall apply:

a. The provisional probationary employee shall have a maximum of six (6) months to complete the provisional process.

b. The provisional period will begin on the date the employee is assigned duties as a Provisional Paramedic.

c. If the provisional probationary employee is unable to perform his duties at the assigned level at the conclusion of the provisional period, he shall be returned to the former position of EMT and shall not be eligible to receive paramedic "Add Pay" pursuant to Article 6.8.

d. The employee shall be eligible for Paramedic incentive pay upon successful completion of the provisional period and clearance to perform by the Lake County Medical Director.

e. The provisional paramedic will be eligible to take a promotional exam during the provisional period.

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Article 18

Jury Duty

18.1. An employee serving on jury duty will be granted time off and paid the difference between payment received from the court and his regular hourly rate for those hours, which would normally have been scheduled as a workday or a paid holiday.

18.2. The maximum period for this reimbursement shall be two (2) calendar weeks.

18.3. If an employee is released from jury duty within four (4) hours before his normal quitting time for that shift, he shall be required to report to his station for completion of his shift within one (1) hour of his release from jury duty, unless he takes the remainder of his shift as PTO.

18.4. Paid jury duty time shall not be considered hours worked for the purposes of calculating overtime.

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Article 19

Funeral Bereavement Leave

19.1. When a death occurs in a full-time employee's immediate family, defined as the employee's legal spouse, mother, father, legal guardian, mother-in-law, father-in-law, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparents (including great grandparents as long as documentation showing relationship is provided), grandchildren or other dependents living in the same household, the employee may upon request be excused and paid for 24 hours bereavement leave. Employees may, when necessary, use LTB or PTO leave to extend funeral bereavement.

19.2. An employee will not receive funeral pay when it duplicates pay received for time not worked for any reason.

19.3. Paid funeral leave shall not be considered hours worked for the purposes of calculating overtime.

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Article 20

Tuition Reimbursement

20.1. The Fire Department will reimburse an employee attending approved course/class for the cost of tuition, books and fees. If the employee does not receive a passing grade of "C" or above in a course/class, or equivalent numerical representation, which issues a letter grade, the employee must reimburse the Fire Department for the course prior to being eligible for further tuition reimbursement consideration. If the employee is enrolled in a course/class which requires "pass/fail" criteria the employee must demonstrate evidence of "passing" the course. If the employee "fails" the course or receives a letter grade below a "C," or equivalent numerical representation, the employee will reimburse the Fire Department the cost of the class. If an employee "fails" a course or class and wishes to re-take it, the Fire Department will pay the cost of the tuition, books, and fees in accordance with City Personnel Policy 720, if the employee has reimbursed the Fire Department in its entirety for the failed course.

20.2. All tuition, books and fees reimbursement require prior approval of the Fire Chief and are subject to availability of funds.

20.3 Employees receiving these funds are obligated to remain employed with the City of Leesburg Fire Department for a period of no less than two (2) years after completion of the course. In the event the employee is terminated or resigns with the City of Leesburg Fire Department before the expiration of the two (2) year period, the employee shall reimburse the City of Leesburg the entire amount paid on his behalf for this course.

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Article 21

Educational Leave

21.1. If an employee is directed by the City to enroll in a course, the City shall pay the time spent in attending the course. The Fire Chief shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any leave time.

21.2. If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Fire Chief. Approval of such application must be made by the City Manager. An employee may request to use comp time or leave time to attend courses not required by the City.

21.3. If an employee elects to enroll in a job-related academic course sponsored by the Florida State Fire College, and the approval for the reimbursement of the cost of tuition, books, and fees in accordance with the City's Educational Assistance Policy has been obtained, the employee may request, through the Fire Chief, time off to attend the course. With the Fire Chief's approval, the employee may attend such course while on duty without a loss of pay, provided he reports back to duty at the conclusion of the class and reports to work for the balance of the shift. When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid up to eight hours at straight time for all hours spent attending class.

21.4. If an employee elects to continue his certified status as Paramedic, and such continuation is approved by the Fire Chief in writing, he may attend such formal classes on a scheduled work day without loss of pay provided he reports to work at the conclusion of his class schedule and work for the balance of his shift. On days when such classes are scheduled but he is not scheduled to work, he shall receive his regular straight time pay for all hours spend attend such classes.

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Article 22

Educational Supplemental Compensation

22.1. The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

22.2. Educational differential pay shall not be considered part of the regular hourly rate of any employee.

22.3. Employees may be granted internet access via the Department's computers for the purposes of continuing their education in fire related fields. Such access shall be subject to the following conditions:

a. The employee agrees to comply with the current City of Leesburg's Internet Usage Policy, which is contained in the City of Leesburg Personnel Policy Manual.

b. Internet courses must be approved in advance by the Fire Chief.

c. Internet access for the above purposes shall not be during normal duty hours, i.e. 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday and Sunday.

d. During emergency situations, internet access can be denied by the Fire Chief. Violation of any of the above conditions shall be grounds for disciplinary action.

22.4. An employee may take accrued PTO or comp time in increments of not less than four (4) hours to attend, an approved Fire or EMS academic class away from the Fire station in accordance with this agreement. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

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Article 23

Call Back Pay

23.1. An employee called back to work to perform unscheduled, unforeseen or emergency work after leaving the station area at the conclusion of his scheduled work shift shall receive a minimum of two (2) hours pay at their regular hourly rate.

23.2. This benefit shall not apply when an employee is called back early to his regular shift and works continuously from the time of reporting into his regular shift.

23.3. Only such hours actually worked shall be included in calculating overtime hours, if any, in a work period.

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Article 24

Clothing Allowance

24.1. The cost and maintenance of wearing apparel, furnished by the City shall be paid by the City. The City will replace, at its cost, such items when, at the discretion of the City, such replacement is considered necessary. The employee shall pay for the replacement of negligent damage to or lost articles.

24.2. Upon termination of employment, the wearing apparel will be surrendered by the employee in like condition as when issued, reasonable wear and tear is expected.

24.3. Safety shoes/boots shall be covered in the same manner as described in the current City of Leesburg Personnel Policy Manual.

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Article 25
Retirement

25.1. The City and the members shall continue to participate in and contribute to the municipal firemen's retirement plan for the City of Leesburg on each employee covered by this Agreement in accordance with the requirements of the Plan, all Plan Documents, State Law, and with the recommendation of the Pension Board of Trustees and the approval of the City Commission.

25.2 The multiplier used to calculate the fire pension shall be as follows:

Three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2026. This shall apply to all current and future active members of the pension plan, including all DROP participants.

25.3 As of October 1, 2025, member contributions are 7.5%.

25.4 As of October 1, 2025, the following language was added to the plan:

"Salary shall not include more than 100 hours of overtime per calendar year and shall not include payments for accrued unused sick or annual leave."

25.5 As of October 1, 2025, a Deferred Retirement Option Plan (DROP) was added to the City of Leesburg's Municipal Firemen's Retirement Plan.

The following language was added to the plan:

Deferred Retirement Option Plan (DROP)

a. If you become eligible for normal retirement on or after October 1, 2025, and are still employed by the City as a Firefighter, you have the option of "retiring" from the pension plan but continuing your employment as a Firefighter for an additional five

(5) years. An election to participate in the DROP constitutes an irrevocable election to resign from the service of the City not later than five (5) years from the commencement of DROP participation. You must request, in writing, to enter the DROP.

b. Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account. Your account earns an investment return equal to the net investment return realized by the system for that quarter. You could experience losses as well as gains.

c. At the time of termination of employment at the end of the DROP period, you will receive your account balance in a lump sum or in another optional form and you will also begin receiving your monthly retirement benefit.

d. Once you enter the DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter the DROP.

e. Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

f. Additional information about the DROP can be obtained from the Board.

Article 26

Insurance

26.1. The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to bargaining unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including executive staff. The City shall have the same rights with respect to bargaining unit employees to make, or to agree with the provider or providers to, change in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Provided all City employees, including bargaining unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over such changes or their effects during the term of this Agreement.

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Article 27
Seniority

27.1. Seniority for the purposes of this article shall be by job classification. In any case of layoff, recall, or scheduling of vacation the following factors shall be considered:

a. Continuous service with the City, and

b. Ability to perform the work, and

27.2. Continuous service with the City for seniority purposes shall continue to accrue during all types of leave, except that leave of absence without pay for thirty (30) calendar days or more.

27.3. Seniority shall be used only for the purpose of layoff and recall and scheduling vacations.

27.4. In the event of a layoff for any reason at any rank, employees shall be laid off in accordance with the factors set forth in Section 27.1 (above). Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given the opportunity to displace an employee in the lower classification in the same department regardless of that employee's continuous service with the City.

27.5. An employee on layoff shall be recalled to available job accordance with the factors set forth in Section 27.1 (above). The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work, to the Human Resources Director and the Fire Chief. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person, shall be terminated for all purposes.

27.6. An employee shall lose his seniority as a result of the following:

a. Resignation,

b. Termination,

c. Retirement,

d. Layoff exceeding twelve (12) months, or the number of months of Fire Department service, whichever is less, or

e. Violation of the provisions of the current City of Leesburg Personnel Policies and the published Leesburg Fire Department Rules and Regulations, Operating Procedures and General Orders and rules and regulations issued by the Fire Chief or his designee where those provisions provide penalties for failure to adhere to them.

27.7. No new employees shall be hired until all laid-off employees have been notified of recall as specified in Article 27.5 (above). Employees “down bumped” as the result of a lay-off will be returned to their prior classification before any new promotions are made.

Article 28

Probationary Period

28.1. An employee initially employed into the bargaining unit shall be on probationary status for one year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time during the probationary period. Such termination shall not be reviewable under the grievance-arbitration procedure.

28.2 New firefighters, during the firefighter orientation period, shall be compensated based on a 40-hour work week for actual hours worked; the employee's calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins.

28.3 Personnel who successfully complete the orientation period shall have their compensation rate converted back to contractual rates.

28.4 A current bargaining unit employee promoted into a higher position shall be placed on a six (6) month probationary period.

a. The probationary period will begin on the date the employee is assigned his new duties.
b. The employee shall be subject to a 6-month performance evaluation. Interim written performance consultation shall be at ninety (90) days.
c. If the probationary employee is unable to perform his duties at the assigned level at the conclusion of the probationary period, he shall be returned to the former position and forfeit all compensation related to the promotion.

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Article 29

Work Rules

29.1. Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Fire Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures (SOP's) and the Fire Chief's Directives as they may be amended from time to time.

29.2. Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Fire Chief provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on the departmental bulletin board.

29.3. Changes proposed by the City to Personnel Policies, Rules & Regulations, General Orders, Departmental Procedures, or Standard Operating Procedures or Guidelines that would impact wages, hours and/or terms and conditions of employment shall be provided to the union a minimum of 14 days prior to implementation. If after review, the Union requests bargaining over the impacts the proposed change will have on wages, hours and/or terms and conditions of employment, the City agrees not to implement the proposed change until the collective bargaining procedures as out lined in F.S.S. Chapter 447, have been completed.

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Article 30

Bulletin Boards

30.1. The Union shall be allowed to mount a suitable bulletin board, measuring 3’ x 4’ next to the City’s bulletin board, one at each station, for the following notices only;

a. Union literature;

b. Notices of Union meetings;

c. Recreational and social affairs of the Union: and

d. The Union’s Charter.

30.2. No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this Article shall be posted.

30.3. No material, notices or announcements shall be posted except as provided in this Section and unless signed by the Union President, or his designee, and approval by the Fire Chief or his designee is granted.

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Article 31

Shift Exchanges

31.1. Shift exchange or time trade shall not be permitted where the swap creates any overtime pay obligation for the City. Time trade (Swaps) for another person will not constitute actual hours worked for the purposes of calculating FLSA. A shift exchange is done voluntarily by the employees and not at the command of the fire department. The reason for shift exchange is not due to the operational needs of the fire department. The fire department shall maintain records of applicable shift exchanges. Responsibility and liability for shift exchanges shall be solely that of the employees involved in the actual shift exchange.

31.2. Employees may exchange shifts subject to the following conditions:

a. Shift exchange requests must be made forty-eight (48) hours in advance.
b. Shift exchange requests shall be subject to advance approval by the Fire Chief or his designee.
c. Firefighters may exchange with Firefighters or Engineers.
d. Engineers may exchange with Engineers, Firefighters cleared to serve as WOC Engineers or Lieutenants.
e. Lieutenants may exchange with Lieutenants or with Engineers cleared to serve as WOC Lieutenants.

31.3. All requests for time trades or shift exchanges shall be submitted to the employee's Battalion Chief forty-eight (48) hours prior to the requested leave time. Requests for time trades for durations of less than six (6) hours may be submitted to the employee's Battalion Chief and approved verbally. The Fire Chief or his designee has the final authority to approve or disapprove shift time trades. All time trades will be recorded.

31.4 A person working in a higher rated classification shall not be deemed working out of classification.

31.5. Employees on their initial one (1) year probationary period are limited to a maximum of forty-eight (48) hours. for this article until they have successfully completed the one (1) year probationary period.

Article 32

Union Dues

32.1 The City agrees that upon receipt of a voluntary written individual notice signed by a bargaining unit employee on the form set forth in Appendix "B-1" which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Union dues. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Union in the form set forth as Appendix "B-2" which is attached hereto and made a part hereof.

32.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union thereafter.

32.3 The Union agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City's compliance with the provisions of this article.

32.4 The Union will initially notify the City as to the amount of dues for an individual. Such notification will be provided to the City in writing signed by a representative of the Union. Any change in Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such changes.

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Article 33

Promotions

33.1. This article applies to promotion to the ranks of Firefighter/Engineer and Lieutenant. It excludes administrative promotion to the rank of Fire Inspector, Training Officer, and Battalion Chief; these positions are appointed. In the event an Administrator seeks to move to an open position on shift (within the collective bargain unit positions), he shall NOT be permitted to return to an open position in the rank held before he was appointed to Administration.

33.2. A promotional test shall be administered once a promotional roster has been expired or has exhausted. The promotional test will be scheduled 90 days from when the promotional roster has been expired or has been exhausted. If the 90 days falls on a holiday or weekend, the test will be administered the next following business day. If there is an Engineer vacancy and a Lieutenant vacancy, the Engineer promotional exam will be administered first. The Lieutenant exam will be administered 90 days from the start of the Engineer promotional exam. The first scheduled Engineer exam will be on October 13, 2025. If both an Engineer and a Lieutenant promotional exam is needed, the exams will be scheduled 90 days apart, alternating between the two promotional exams.

33.3. Once established, promotional rosters shall remain in effect for twenty-four (24) months. In the event a roster becomes exhausted before its expiration date, the Fire Chief shall have the prerogative to appoint a person to work out of class in a vacant position until the next roster is established.

33.4. A promotional board shall be established to preside over promotional testing. The board shall be comprised of the Fire Chief or his designee, as chairperson, the Human Resources Director or designee, and an employee member of the bargaining unit. All applicants must meet eligibility requirements by the test date and time.

33.5. The Fire Chief or designee, shall have the responsibility for the composition of the written and practical tests, and other tests as appropriate and standard in the industry. The questions for the written exam shall be composed from questions provided by a certified testing agency or book publisher and shall be applicable to the City of Leesburg. The practical test shall be composed from industry standard textbooks and related materials.

33.6. A practical and oral committee shall be appointed by the promotional board. Each shall have at least three (3) members.

33.7. The test for Firefighter/Engineer shall be scored as follows (4-part exam):

- Written exam worth 100 points
- Practical street exam worth 100 points
- Driving course exam worth 100 points
- Pumping evolution exam worth 100 points

33.8. Each candidate must receive a minimum score of 70% on the four (4) exams collectively to be placed on the promotional roster.

33.9. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2023)

- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as "WOC" qualified as acting Driver Engineer and working in the position with the Leesburg Fire Department, to a maximum of 5 points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall "Exceeds", "Exemplary", or "Exceptional"; maximum of five (5) points.
- One half (.5) point for child car seat installation technician.
- One half (.5) point for current CPR Instructor (instructed a minimum of two (2) classes for the Leesburg Fire Department in the previous 18-month period).

- One (1) point for Fire Officer I Certification.
- One and a half (1.5) point for Fire Officer II Certification.
- One (1) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor.
- One (1) point for State Certified Pump Operator.
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two (2) points for Bachelor Degree (limited to one Bachelor Degree).

33.10. Minimum eligibility requirements for promotion to Firefighter/Engineer (Effective 2023)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years of service as a Leesburg firefighter since last date of hire.
- Current evaluation of at least "Meets Expectations" Or Satisfactory Job Performance Evaluation.
- 40-hour certificate in Aerial Apparatus Operations.
- 40-hour Apparatus Operator Certificate.
- 40-hour Fire Service Hydraulics Certificate.
- Valid Florida Driver's License with less than 7 points on the license.
- Completion of WOC/DE program.

33.11. The test for Lieutenant shall be scored as follows (4-part exam and record review):

- Written exam worth 100 points
- Fire based scenario test worth 100 points
- Oral interview worth 100 points
- Personnel supervisory skills evaluation worth 100 points

33.12. Each candidate must receive a minimum score of 70% on the four (4) exams collectively to be placed on the promotional roster.

33.13. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2023)

- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as "WOC" qualified as acting Lieutenant and working in the position with the Leesburg Fire Department, to a maximum of five (5) points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall "Exceeds", "Exemplary", or "Exceptional"; maximum of five (5) points.
- One (1) point for Live Fire Instructor I
- One and a half (1.5) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor; or
- One (1) point State Certified Fire Instructor II
- One half (.5) point NIMS ICS 400
- One and a half (1.5) points for Florida State Fire Officer II Certification.
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two and a half (2.5) points for Bachelor Degree (limited to one Bachelor Degree).

33.14 Minimum eligibility requirements for promotion to Lieutenant (Effective 2018)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years in grade as Leesburg Firefighter/Engineer since last date of promotion.
- Current evaluation of at least "Meets Expectations" Or Satisfactory Job Performance Evaluation.

- Florida State Fire Officer I
- NIMS ICS 100, 200, 300, 700, 800
- Incident Safety Officer Course Certificate
- Courage to be Safe Certificate

33.15. A current list of source materials to be used for promotional testing shall be posted at all times in each fire station. If the Fire Chief changes the materials to be used, the new materials shall be posted no less than 60 days prior to the next promotional test. Three copies of the current materials shall be kept at the public library reserved for combat personnel use.

33.16. The Fire Chief shall have the prerogative to choose from the top two candidates on the Engineer and Lieutenant promotional rosters.

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Article 34

Grievance and Arbitration

34.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limit contained herein, nor shall compliance affect the ultimate resolution of the grievance. See Appendix "C."

34.2 A "grievance" is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Union. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The City need not entertain or process under this Article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

34.3 Any action or activity begun by the administration giving rise to a class action grievance, upon the filing of the grievance by the Union, shall be suspended until such time as the grievance process has been completed and resolved. If the activity/action is deemed to be in violation of this agreement, it shall be terminated.

34.4 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within ten (10) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and

communicate in writing to the grievant within ten (10) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within ten (10) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by any representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or Union, within ten (10) calendar days following receipt of the answer in the first step, may forward it to the Fire Chief. The Fire Chief shall, within ten (10) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Fire Chief shall notify the aggrieved employee in writing of the decision not later than ten (10) calendar days following the meeting date.

Step 3: If the grievance is not fully and conclusively resolved at the second step, the grievant or Union, within ten (10) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the City Manager. The City Manager shall hold a meeting with the grievant or Union regarding the grievance. The City shall notify the grievant and the Union of the City Manager's decision within ten (10) calendar days following the meeting. The decision of the City Manager shall be determinative of the grievance (unless modified by a decision made in compliance with the following arbitration procedure).

34.5 Arbitration: If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the City Manager's decision in Step 3, may give to the City Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written

statement of the position of the Union with respect to the unresolved grievance. The Union Executive Board maintains exclusive authority to determine whether a grievance is to be processed to arbitration.

a. Within fourteen (14) calendar days from receipt of such notice, the parties shall confer to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Services. The Union and then the City will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.

b. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be borne equally between the City and the Union. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

c. The submission to the arbitrator shall consist exclusively and entirely of the written grievance as submitted in Steps 1, 2, and 3 of the grievance procedures, and shall include a copy of this agreement.

d. The power and authority of the arbitrator shall be strictly limited to and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any said terms, or to limit or impair any right that is reserved by this agreement to the City or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.

e. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any case.

f. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from other sources that he may or might have received or did receive during the period for which the back pay was awarded. In settlement or

other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of thirty (30) calendar days prior to the date of the filing of the grievance at Step 1.

g. This decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

h. It is agreed, with respect to this grievance and arbitration procedure, that:

1. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ten (10) calendar days after knowledge of a final decision which results in the action which is the subject of the grievance.
2. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph "A" above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step and failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.
3. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the City Manager.
4. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

5. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following;
    a. a statement of the grievance and facts upon which it is based;
    b. the section or sections of this agreement claimed to have been violated; and
    c. the remedy or correction requested.
6. All grievance hearings will be during normal business hours.
7. All grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire bargaining unit it may describe the bargaining unit generally.
8. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service. Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this agreement, presentation or advancement shall be timely if made on the next business day following such Saturday, Sunday or holiday.
9. Nothing in this agreement shall prohibit the presence of a Union representative at any meeting held at Step 1, 2, or 3 of this procedure. In cases where a grievance has been presented by an employee without participation of the Union, the City and the aggrieved employee shall be obligated to give the Union reasonable prior notice of any and all meetings or other procedures involving the grievance, other than informal discussion between the aggrieved employee and his immediate supervisor. The Union will be permitted to be present at scheduled meetings, and any adjustments of the grievance will not be inconsistent with the express terms of this agreement.

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Article 35

Notice

35.1 Any notice to be given under this Agreement shall be given by email and or certified mail; a written reply, from the receiver, acknowledging receipt is required to verify delivery. If notice is given by the Union to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, FL 34749-0630; and any such notice if given by the City to the Union shall be addressed to the Union President, Post Office Box 491350, Leesburg, FL 34749-1350.

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Article 36

Sanitation, Maintenance and Upkeep

36.1 The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses.

36.2 The City and the Union agree that employees shall be required to perform repair, maintenance and routine tasks and duties relative to their equipment and fire stations. Routine tasks and duties shall include items such as sweeping, mopping, cleaning windows, washing and polishing apparatus. The City agrees that tasks normally requiring the expertise of a licensed professional of the trade shall not be required to be performed by a bargaining unit employee.

36.3 Nothing in Article 36.2 (above) shall prohibit an employee from performing any of the work if he elects to do so.

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Article 37

Off-Duty Employment

37.1 The City permits bargaining unit employees to accept employment with other employees, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of bargaining unit employees. All bargaining unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any bargaining unit employee use his position with the City of his uniform for any personal advantage. At no time can other employment or any other work activity of a bargaining unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such bargaining unit employee. No off-duty work will take place when an employee is receiving PTO for any medical leave-related purpose related to illness or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Fire Chief with the concurrence of the Human Resources Department. It is understood that no employee will be covered by F.S.S. 440 Workers' Compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. As of October 1, 2020, no employee shall engage in secondary employment that is in direct contradiction of F.S.S. 112.1816.

No employee shall utilize other on-duty City employees, or City equipment, facilities or vehicles in connection with any off-duty employment.

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Article 38

Uniform of the Day

38.1 The City and the Union agree that the uniform of the day shall consist of a Class "B" shirt, Polo, or optional T-shirt, pants and safety shoes. Shorts may be worn for special events and outside non-emergency activities. Examples include training and hydrants. Ball caps are acceptable when worn with t-shirts or polos. The City shall have the right to determine the color of the uniforms.

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Article 39

Locker Space

39.1 The City's present practice of providing an employee a locker shall be continued as long as the current buildings are used for Fire protection purposes.

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Article 40

Employee Parking

40.1 The City's present practice of providing an employee parking shall be continued so long as the current buildings are used for the protection purposes.

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Article 41

Reproduction of Agreement

41.1. The City will furnish one “hard” copy and one electronic copy of this agreement and the current City of Leesburg Fire Department Rules and Regulations as issued and/or amended from time to time to each station and a hard copy or electronic copy to the Union Executive Board, as the latter may elect. The agreement shall also be made available on a shared City Network Drive.

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Article 42

Severability

42.1. If any article or section of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the reminder of this Agreement shall not be affected thereby.

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Article 43

Transportation

43.1 When an employee is directed to change stations while on duty, the City shall provide transportation.

43.2 If an employee changes stations during the work day, he shall be transported back to original work location not later than the end of his shift.

43.3 In the event an employee elects to use his own vehicle for transportation between stations, he shall not be reimbursed for such expense.

43.4 If an employee is directed to attend a program or participate in some Fire Department related activity outside the City of Leesburg, the City shall either provide transportation or reimburse an employee using his vehicle on the basis of the City's current mileage rate.

43.5 No other transportation at the City's expense is provided except as set forth herein.

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Article 44

Union Meetings

44.1. The Union may make application to the City to use any public facility on the same terms and conditions as any other private or public organization.

44.2. The Union may hold Union meetings at a Fire Station. The meetings shall be limited to Union Representatives and Union members and shall be held only after 5:00 p.m. The meetings shall not last more than two (2) hours and shall not interfere with operational duties. The Union shall notify the Fire Chief in writing of the meeting dates.

44.3. Any off-duty time spent at a Union meeting by an employee is not City paid time for any purpose.

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Article 45

Complete Agreement

45.1 The City and Union acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity and unlimited right to make proposals concerning any subject or matter required by law to be a mandatory subject of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that opportunity or right are set forth in this Agreement. Therefore, it is agreed that during the term of this Agreement, the parties shall not be required to engage in further collective bargaining covering any subject or issue either herein agreed upon or which was discussed by the parties during the negotiation of this Agreement. It is understood; however, that nothing herein shall prevent the parties from engaging in further collective bargaining should they mutually agree to do so.

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Article 46

Duration

46.1 Upon adoption by resolution of the City, this Agreement shall be effective October 1, 2026 and shall continue in full force and effect until midnight September 30, 2029, when it shall terminate.

46.2 This Agreement shall automatically be renewed from year to year, unless either party notifies the other, in writing, not less than one hundred fifty (150) days, nor more than the beginning of the calendar year of the expiration date of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be ratified by their duly authorized representatives this _____ day of _____, 2026.

For the Union:

_____
Leonides Gonzalez, Union President

_____
Steve Allen, Union Vice President

_____
Nicholas Fisher, Secretary/Treasurer

For the City:

_____
Al Minner, City Manager

_____
Ryan Henry, Fire Chief

This Agreement approved upon adoption by resolution of the City Commission of the City of Leesburg on the _____ day of _____, 2026.

_____
Allyson E. Berry, Mayor

Attest: _____
Julie Purvis, City Clerk

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Appendix "A"

365 PAID TIME OFF (PTO)

Paid Time Off (PTO) is an employee benefit that combines traditional vacation and sick leave programs into one plan. PTO provides the employee with a flexible method of scheduling time off work. Unscheduled PTO shall not be considered as "hours worked" for the purposes of calculating overtime.

Eligibility
The following employees are eligible for PTO:

a. regular full-time;

b. regular part-time working at least 20 hours per week (accrued PTO time will be prorated based upon hours worked); and

c. temporary employees who have held their position for 12 months or longer, and who have been determined in the City's sole discretion to be eligible for PTO benefits pursuant to Policy 405.

Accrual
Paid Time Off (PTO) shall accrue for eligible employees starting on the date of hire at the following rates *(employees covered by a CBA may accrue at a different rate – refer to respective collective bargaining agreement)*:

Less than 5 Years Service – 23 days (184 hours) of PTO a year.

5 to 10 Years Service – After 5 years of service, an employee earns one additional day of PTO (8 hours accrual) for each year of full-time service.

10 to 20 Years Service – After 10 years of service, an employee earns an additional half day of PTO (4 hours) for each year of full-time service.

20 Years of Service – After 20 years of service each employee has earned and continues to earn the maximum PTO accrual of 33 days (264 hours) of PTO a year.

PTO Annual Accrual Chart				Part-Time PTO Annual Accrual (Days)				
Full-Time Employees			Years of Service	*Based on Normal Scheduled Hours*				
Years of Service	PTO Days per Year			90% (36 hours)	80% (32 hours)	70% (28 hours)	60% (24 hours)	50% (20 hours)
0 - 5	23		0 - 5	20.7	18.4	16.1	13.8	11.5
6	24		6	21.6	19.2	16.8	14.4	12
7	25		7	22.5	20	17.5	15	12.5
8	26		8	23.4	20.8	18.2	15.6	13
9	27		9	24.3	21.6	18.9	16.2	13.5
10	28		10	25.2	22.4	19.6	16.8	14
11	28.5		11	25.7	22.8	20	17.1	14.3
12	29		12	26.1	23.2	20.3	17.4	14.5
13	29.5		13	26.6	23.6	20.7	17.7	14.8
14	30		14	27	24	21	18	15
15	30.5		15	27.5	24.4	21.4	18.3	15.3
16	31		16	27.9	24.8	21.7	18.6	15.5
17	31.5		17	28.4	25.2	22.1	18.9	15.8
18	32		18	28.8	25.6	22.4	19.2	16
19	32.5		19	29.3	26	22.8	19.5	16.3
20+	33		20+	29.7	26.4	23.1	19.8	16.5

Leesburg Fire PTO Accrual Chart (56hr work week)	
Full-Time Employees	
Years of Service	PTO Hours per Year
0-4	265.60
5	273.60
6	281.60
7	289.60
8	297.60
9	313.60
10	320.80
11	328.00
12	335.20
13	342.40
14	349.60
15	356.80
16	364.00
17	371.20
18	378.40
19+	385.60

1. Although PTO time is expressed as days accrued each year of service, PTO will be credited to employees on a prorated basis consistent with this policy as determined appropriate by Human Resources.

2. Newly hired employees will not be able to utilize PTO until they have completed 90 days of service.

3. PTO time is not earned during an unpaid leave of absence or when an employee is placed in a non-pay status.

Maximum Accrual Permitted

1. PTO may be accrued to a maximum of 560 hours (70 days). Employees covered by a CBA may accrue time to a maximum established by their collective bargaining agreement.

2. PTO time will not continue to accrue once an employee has reached the maximum accrual permitted.

Scheduling

1. PTO leave must be requested and approved by the employee's immediate supervisor prior to the start of the leave. Emergency requests for PTO that cannot be made in advance must follow the respective department's policies and procedures.

2. The City reserves the right to approve or deny a request for PTO based upon:

    a. the staffing and operational needs of the department,

    b. if the PTO leave request was or was not made in advance,

    c. and/or if there have been excessive occurrences of unscheduled absences.

3. Employees will not be permitted to use PTO that has not been earned. **Any leave time requested, not already accrued, will be denied by the supervisor or Department Head.**

4. Employees are responsible for monitoring their PTO balance and are encouraged to maintain a sufficient balance to cover emergencies.

5. Requested PTO shall be paid at the employee's regular hourly rate of earnings applicable at the time the PTO is taken, exclusive of shift or overtime payments.

6. Holidays which occur during the period selected by the employee for PTO shall not be charged against PTO.

7. Maintenance of Contact – During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.

8. An employee that uses PTO for more than three consecutive days for a medical condition must contact Human Resources in order to apply for a FMLA leave of

absence. The supervisor must also notify Human Resources. Employees are required to exhaust all LTB and PTO time while on FMLA.

9. Physician's Release Upon Return – Depending on the length and circumstances of an employee's illness or disability, the supervisor may require a physician's written release before the employee may return to work. Also, medical documentation may be required if there is an excessive use of PTO for medical reasons.

10. A supervisor may send an employee home due to illness without the ability of the employee to appeal, in order to maintain a healthy work environment. The time off will be charged to the employee's accrued PTO or LTB. If the employee does not have sufficient balance in their PTO or LTB account, this time shall be charged as leave without pay.

11. Employees who are absent for reasons covered under the Workers' Compensation Law will be permitted to use available PTO hours to supplement Workers' Compensation wage loss benefits received when off work due to a work-related injury or illness. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) days, except that if the injury results in a disability of more than 21 days, compensation shall be allowed from the commencement of the disability. If an employee is paid PTO or LTB (if applicable) for all or any part of the first seven (7) days of an absence covered and paid for by Workers' Compensation, the employee shall reimburse the City for the PTO paid and his accrual account will be credited accordingly. The combined payment of wage loss benefit, PTO and/or LTB time, and regular wages may not exceed 100% of the employee's regular base rate of pay. Any pay in excess of 100% of the employee's regular base rate of pay must be returned to the City.

12. For non-exempt employees with an insufficient accrued PTO balance taking unpaid leave, the actual amount of time used may be deducted from the employee's pay at the employee's regular hourly rate. However, for exempt (salaried) employees with insufficient accrued PTO balance taking unpaid leave, deductions from the employee's salary may only be made for absences of one or more full days for which the employee has insufficient accrued PTO balance available.

PTO Sell Back

Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

1. The employee must complete a written request in a form acceptable to Human Resources.

2. A maximum of 160 hours may be sold back to the City in any one fiscal year. Employees covered by a CBA may sell time to a maximum established by their collective bargaining agreement.

3. A minimum of 8 hours must be sold on each occasion.

4. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the 12-month period preceding the request for PTO sell-back. (Exempt employees may also include administrative time they have used towards the number of hours they may sell.) Once paid time off from work has been counted towards a sell back request, the same dates cannot be counted again towards a second sell back request.

5. Employees may exercise this option a maximum of two times a fiscal year (October 1st through September 30th).

6. Payment will be made in a supplemental check on the next regular pay day to the employee or in a contribution to the employee's deferred compensation account, subject to any applicable plan limitations.

PTO/LTB Donation & Exchange Policy

The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

The purpose of the PTO/LTB leave exchange policy is to provide time off with pay for employees during periods of personal prolonged medical leave (such as illness, accident, injury, etc.) not otherwise compensated by the City.

All regular full-time and part-time employees are eligible to participate after successfully completing their probationary period of employment (or six (6) months of employment as a Police Officer or Firefighter where the probationary period is greater than six (6) months).

All temporary employees who have held their position for 12 months or longer, and who have been determined in the City's sole discretion to be eligible for the PTO/LTB Donation & Exchange Policy pursuant to Policy 405, are also eligible to participate in the PTO/LTB Donation Exchange Policy in the same manner as regular full-time and part-time employees except as described herein.
The following are the guidelines for the use of this policy:

1. Donated PTO/LTB hours are to be used for medical leave (such as illness, accident, injury, maternity, etc.) only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same household). Employees using such donated PTO/LTB hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or

other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.

2. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from accumulated PTO.

3. An employee shall be eligible to request the assistance of donated PTO/LTB leave when:
   a. All available leave has been exhausted; and,

   b. The employee has been absent at least 14 calendar days in either paid or unpaid leave status, relating to the same condition.

4. Employees who have been instructed by their doctor to return to work on a limited basis (such as every other day or less than the employee's normal work day) shall be eligible for PTO/LTB donations provided they otherwise qualify pursuant to paragraph 3 above.

5. The primary purpose of the PTO/LTB Exchange program is to attempt to provide the employee in need with what they normally receive for regularly scheduled hours worked. No more, no less.

6. Each request for assistance under the PTO/LTB Exchange Program must be VERIFIED by the Human Resources Department

7. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO/LTB donations.

8. Any employee wishing to donate PTO/LTB leave will need to complete the necessary form allowing a transfer of PTO/LTB leave from their account to the requesting party's account. Forms are available on the intranet, in each department and in the Human Resources Department.

9. All donations must be in even amounts (whole numbers). (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)

10. If you have authorized the donation of some of your PTO/LTB leave, the hours will not be taken from your account until they are actually used.

Sick Leave/Long Term Sick

All accruals formerly known as sick leave banks or long-term banks have been frozen. Employees with remaining accrual balances must use these hours in the event of need for medical absence leave until exhausted before any other leave is used. Earned sick leave is

used for an absence from work by reason of personal illness (to include doctor and dental appointments only for the time necessary to meet such appointments), accident, pregnancy supported by a doctor's recommendation or serious illness in the immediate family (i.e., spouse, children or other dependents living in the same household). In some situations, sick leave may also qualify as leave under the Family and Medical Leave Act and be so treated accordingly.

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Appendix "B-1"

PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC

I hereby authorize the City of Leesburg to deduct from wages each month the current normal monthly union dues and to transmit this amount to the Treasurer of the Professional Firefighters of Leesburg, Local 2957; I.A.F.F. AFL-CIO-CLC. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Received in Human Resources:

_____ _____

Date Employee Signature

_____

Date

_____

Print Employee Name

_____

Bi-weekly

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Appendix "B-2"

REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC

I hereby revoke by previous written authorization for the withholding of union dues and hereby instruct the City of Leesburg to stop deducting from my wages each month the current normal monthly dues for the Professional Firefighters of Leesburg, Local 2957, AFL-CIO-CLC.

Received in Human Resources:

_____ _____

Date Employee Signature

_____

Date

_____

Print Employee Name

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Appendix "C-1"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM
STEP ONE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP ONE: (Within ten (10) working day of occurrence of grievance.)

GRIEVANCE PRESENTED ORALLY OR IN WRITING TO SUPERVISOR:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

_____ ON _____
Steward's Signature Date

CONTACT PROVISION ALLEGEDLY VIOLATED: ART. ____ SEC. ___

DESCRIPTION OF GRIEVANCE: _____

_____

_____

_____

REMEDY SOUGHT: _____

_____

SUPERVISOR'S ANSWER IN WRITING (Within ten (10) working days from receipt date above.) GRANTED _____ DENIED _____

REASON:_____

_____

_____

PRESENTED BY: _____ ON _____
Supervisor's Signature Date

RECEIVED BY: _____ ON _____
Employees Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

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Appendix "C-2"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP TWO

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP TWO: (Within ten (10) working days after receipt of reply in Step One.)

_____
Date of reply to Step One

GRIEVANCE PRESENTED IN WRITING TO THE FIRE CHIEF:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Fire Chief's Signature Date

DATE MEETING HELD BY FIRE CHIEF WITH EMPLOYEE: (Within ten (10) working days from date received above.)

_____
Meeting Date

FIRE CHIEF'S ANSWER IN WRITING: (Within ten (10) working days from date received above.) GRANTED ____ DENIED ____

REASON: _____

_____

_____

_____

PRESENTED BY: _____ ON _____
Fire Chief's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

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Appendix "C-3"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP THREE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP THREE: (Within ten (10) working days after receipt of reply in Step Two.)

_____
Date of reply to Step Two

GRIEVANCE PRESENTED IN WRITING TO CITY MANAGER:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
City Manager's Signature Date

DATE MEETING HELD BY CITY MANAGER WITH EMPLOYEE (Within ten (10) working days from date received above.)

_____
Meeting Date

CITY MANAGER'S ANSWER IN WRITING (Within ten (10) working days meeting.)
GRANTED _____ DENIED _____

REASON: _____

_____

_____

_____

PRESENTED BY: _____ ON _____
City Manager's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

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Appendix "D"
540
INTERNET USAGE

The City of Leesburg's Internet access is intended to further the business purposes of the City of Leesburg. Except as prohibited elsewhere in this policy, incidental (occasional) personal use of the Internet is permissible.

All information created, sent, or received via the City's computers, networks, internet access, and/or email system is the property of the City. The City reserves the right to monitor, filter, and/or review, at any time, all internet utilization.

The City further reserves the right to reveal any internet access related information to any party that it deems appropriate. The use of encryption, the labeling of a communication as private, the deletion of a communication, or any other such process or action, shall not diminish the City's rights in any manner. The City will also disclose internet access information to any party that it may be required to by law or regulation. This may include law enforcement search warrants and discovery requests in civil litigation. All internet access information is part of Public Record, as defined by Florida Public Record law.

Due to the potential for security breaches, employees will not download software from the internet unless prior written approval has been obtained from their Department Head and the Director of IT. For the purposes of this policy, the word software is defined as any executable program, screen saver, animated cursor or background image.

The use of any instant messaging or social networking service is not allowed, unless specifically authorized by the City Manager. Employees will not enter any internet chat rooms or chat channels. Employees will not post any comments or statements on any web page or send any messages to internet newsgroups without written permission from the City Manager.

Employees are responsible for ensuring that their use of the City's internet access is consistent with City policy and appropriate business practices. Internet sites containing jokes, pornography, sexist material, racist material, defamatory material, obscene material, pirated software, games or any other inappropriate material shall not be accessed. The internet access system shall not be used for any purposes in violation of law or regulation.

Employees should be mindful that internet sites they visit collect information about visitors. This information will link the user to the City of Leesburg. Employees will not visit any site that might in any way cause damage to the City of Leesburg's image or reputation.

Employees should be aware that much of the material available on the internet is copyrighted or trademarked. Other than viewing publicly available material, users will not use any material found on the internet in any manner without first establishing that use would not be in violation of a copyright or trademark.

IT staff will never ask for an employee's password. Employees will not reveal their passwords to anyone. Violations of this policy should be reported immediately to the Director of IT. Excluding members of IT, no employee will utilize or access internet accounts belonging to any other user.

Appendix "E"

Tobacco Affidavit

I _____ do herby affirm that I have not been a user of tobacco, tobacco-like products; including smoked and smoke-less tobacco, other smokable products, and electronic cigarettes for at least one (1) year immediately preceding my application for certification as a firefighter, in accordance with Section 633.412(6) Florida Statutes.

All employees hired after October 1, 2017 shall comply with Florida Statute 633.412(6) regarding tobacco products and during their term of employment shall remain tobacco free.

Under the penalties of perjury, I declare I have read foregoing affidavit and that the facts stated in it are true.

Date and signed this _____ day of_____ year_____.

_____
Print Name

_____ _____
Signature Date

Affidavit

State of: _____

County of: _____

Before me personally appeared the said _____who says that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Sworn and subscribed in my presence this_____ day of_____

year_____.

My commission expires: _____

Signature Notary Public: _____