

**AMENDED AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MAY 23, 2022 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held May 9, 2022.

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida

authorizing the Mayor and City Clerk to execute a Piggyback Agreement for Consumer Debt Collection services with I.C. System, Inc.; and providing an effective date.

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement for Labor and Equipment with Team Fishel, Inc. to provide labor and equipment to the City of Leesburg Electric Department for the reconductoring of circuit L59 which generally runs along 14th Street for an amount of \$1,066,029.45; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 40, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 40)**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 41, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 41)**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 42, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 42)**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 43, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 43)**

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 45, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 45)**
6. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 46, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 46)**
7. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 47, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 47)**
8. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 50, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 50)**
9. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 51, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 51)**
10. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 52, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 52)**

11. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 53, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 53)**
12. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 54, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 54)**
13. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 57, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 57)**
14. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Coachwood East Homeowners Association, Inc., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
15. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Liberty Preserve Phase Two, a subdivision of the City of Leesburg, Florida, being a portion of Section 10, Township 19 South, Range 25 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Liberty Preserve Phase Two)**
16. **Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2022-2023 school year starting in August 2022; and providing an effective date.**
17. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from FBCL**

Properties, Inc., a Florida Corporation, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

- 18. Resolution of the City Commission of the City of Leesburg, Florida, establishing the Public Art Advisory Committee, Appointing initial members, Specifying the procedures, duties, responsibilities, and authority of the committee; and providing an effective date.**

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

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.59 acres; and being generally located on the west side of County Road 468 and north of Schoolview Street, lying in Section 21, Township 19 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 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 2; and providing an effective date. (Schoolview AX)**
- 2. An Ordinance Amending the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Designation of certain property containing approximately 0.59 acres, from Lake County Urban Medium Density to City of Leesburg Medium Density Residential for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)**
- 3. An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.59 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)**

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of March 2022

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, MAY 9, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, May 9, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:31 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner John Christian
Commissioner Jay Connell
Commissioner Dan Robuck
Mayor Mike Pederson

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

INVOCATION

Mayor Pederson 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. Water Reuse Week

Mayor Pederson read a proclamation into the record proclaiming May 15th through May 22nd 2022 as Water Resuse Week. He called upon each citizen and business to help protect our precious water resources by practicing water conservation and efficient and effective use of reclaimed water. He presented the proclamation to PWD Cliff Kelsey and Chief Plant Operator (CPO) Al Purvis.

3. PRESENTATIONS:

A. Fire Chief David Johnson Retirement Recognition

CM Minner and Deputy Fire Chief (DFC) Mera wanted to recognize recently retired Fire Chief David Johnson. Unfortunately, Deputy Chief Mera could not be present, he is currently out of town. He is near

his hometown of Emmitsburg, Maryland, attending the National Fire Academy, receiving some additional training. However, as everyone knows, David Johnson is unfortunately leaving the City of Leesburg after serving twenty-eight years. Jokingly, he said he was convinced that David Johnson decided to retire at the dawn of the new fiscal year budget process because he did not want to enlist for all the fire sustainability plans, crazy talks and budget meetings, things of that nature. This past Friday, the Fire Department presented Chief Johnson with a plaque and fire axe which represented his years of service to the City of Leesburg. However, he thought it was really important that he came back on his first Monday into retirement to come before the affectionately "gang of five" as we call it, to be recognized for his years of service. David was the first African-American Fire Chief. He did a tremendous amount of work for the Fire Department in terms of training, advancing certain projects and working with the budget. David really is an all-around good dude. We will really miss him around here. He will really be missed at the emergency management meetings when they have to come in for the EOC because they have to be up all night and David was always there. He believes David had fun with hurricanes. In any case, he wanted to recognize David and thank him for his years of service with the City of Leesburg. **David Johnson** thanked him and said that he appreciated his comments.

4. PUBLIC COMMENTS:

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

There were no public comments.

5. CONSENT AGENDA:

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

Item pulled for discussion:

5.C.5 = Authorization to submit an Application and Accept a Grant, if awarded, for the Community Development Block Grant program for the Fiscal year 2023

Commissioner Christian moved to adopt the Consent Agenda except for 5.C.5, and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Burry	Yes
Commissioner Robuck	Yes
Commissioner Connell	Yes
Mayor Pederson	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 April 25, 2022**

B. PURCHASING ITEMS:

- 1. Purchase request by the Information Technology Department for the purchase of a new network core switch infrastructure from High Performance Technologies (HPT) for an amount of \$79,660.00.**
- 2. Purchase request by the Public Works Department for demolition services to remove the old HO Dabney Pool for an amount of \$59,844.75 and an estimated \$15,000 for material disposal costs.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lake County Water Authority Stormwater Grant Program Agreement to help fund the Center Street Stormwater Retrofit Project Land Acquisition and Design; and providing an effective date.**

ADOPTED RESOLUTION 11,065

- 2. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2021-22 Budget for the General, Stormwater, Greater Leesburg CRA, Electric, Gas, Solid Waste, Airport and Health Insurance Funds for the Second Quarter; and providing an effective date.**

ADOPTED RESOLUTION 11,066

- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from C. Ryan Bernard and Leah S. Bernard, his wife, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,067

- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Joseph Richard Kauker, Individually, and Joseph Kauker and Sherri Kauker, Individually**

and as Trustees, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

ADOPTED RESOLUTION 11,068

- 5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to submit an Application and Accept a Grant, if awarded, for the Community Development Block Grant program for the Fiscal Year 2023; and providing an effective date.**

ADOPTED RESOLUTION 11,069

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

Commissioner Burry made a motion to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry stated the reason he pulled this was because, when reading the estimated cost for the five buildings, it is one-point-nine, almost two million dollars. If we are only asking for one million dollars, what is this going to coincide with in the future? **CM Minner** replied that would be something we would have to weave out as we move along. They want to go with CDBG funds and the CDC essentially. The way the project was presented to him was that the CDC would like to continue redevelopment efforts at the Snow Apartment complex. He believes there are three or four quads there now and they are in the process of redeveloping those and that is a good thing. The CDC went out and sought a professional consultant to redevelop that site plan so they could submit it to the CDBG. That site plan called for five quads. As part of the CDBG application, it required a consultant to signoff on the construction project. That estimate was obviously way too high. When we reviewed the breakdown from the consultants, that was just under two million dollars for five quads, which, in turn, is about twenty apartments. That averaged out to be roughly four hundred grand for the design, permitting and impact fees. Then there is another four hundred thousand dollars for the site work, roads, lighting, the infrastructure and drainage. We then have another four hundred thousand dollars per quad, so if we do the math correctly, that should add up to about one point eight million. At this stage, he was unsure of where the commission stood in the process. He believes the best way to get this project kicked off was to submit this CDBG grant. The CDC is submitting two hundred and fifty thousand dollars to go with the CDBG's grant money of seven hundred and fifty thousand dollars. That would set their budget at one million dollars. The CDC is aware that the one million dollars will not get the project done, but it will get this project started. The feedback he has received is that they are reasonably happy with doing the project at the current one million dollar level. They will move forward in the future with a second phase of the project. Again, the one thing that is in the process which will dictate the one-million dollar budget is the grant application, which needs to be submitted and we hope that it will get awarded. Obviously, this is HUD money which goes through the federal government first, then the state, to the county and then the city. All CDBG applications are due by May 27th. He believes that the grant application request of seven hundred and fifty thousand dollars is not asking for everything, but it is a little more than what we may get funded for with the hope that we get the funding. One million dollars would be enough money to at least get this project started. He does not believe there would be a reason at this time to bring it back to the Commission to fill in the gaps or that the CDC would have to fill in the gaps. We have outlined

everything in the grant application. We even included the phasing plan. If we had the one million dollar budget to work with, we would be able to get this moving. The city would do all the admittance work. We would then turn the keys over to CDC to manage, lease and maintain that complex in the future. The CDC has proven that they can do a good job of that. At this time the city will not be putting money into the project, but we will be putting together the RFPs for the consultant design and the construction. It would then shift over to the public works department for the construction management portion of the project. Based on the numbers, we would come back and revisit how much engineering is needed along with the design to get the facilities constructed. His best guess is that one million dollars might get two or three facilities built at this time and that is the hard ceiling. Hopefully, we will receive the seven hundred and fifty thousand dollar grant money to go with the two hundred and fifty thousand dollars from the CDC. **Commissioner Christian** remarked that on behalf of the CDC they wanted to thank the city manager and city staff for submitting the grant application. The CDC is currently working to secure further funding from other organizations. They have hired a consultant who submitted a photo application to a community housing development organization who is working with the county. He met with them on Wednesday when they were talking to another consultant at the county commission meeting. They dolled out about three million dollars on just one project, which included a twelve duplex complex. The City of Leesburg should be in the position to receive these funds, so we want to make sure they were aware of that. However, we are also seeking funding from other sources. The CDC is not planning to come back to the city unless the city manager can find money from somewhere that he just needs to spend. They are prepared to go out and look to other organizations to help fund the affordable housing development. **Commissioner Connell** questioned if we did not receive the seven hundred and fifty thousand dollars, what would happen. **CM Minner** responded that he did not have an answer to that. **Commissioner Connell** wondered if it would come back to this board and where the funding would come from. **CM Minner** replied that the way he read the tea leaves is that the city would not be a big contributor to this. He did not know if there would even be three votes for that. That would be something which if we did not receive the seven hundred and fifty thousand dollar funding he is sure he would hear from Commissioner Christian. Right now, that is an undetermined step. **Commissioner Christian** stated that even if the CDC received five hundred thousand dollars, they would be happy. The CDC will be looking into other avenues and resources for funding. There are other sources of funding out there which could help with this type of redevelopment. The CDC is very happy that we are in the process of submitting this grant. They had until May 22nd to come to the city to receive a vote to submit the grant. If we do not submit, the City of Tavares and Minneola will submit their grants. Minneola is one of the urban partners and our city will not get any funding. The CDC felt that this was a good project to put in front of the county and they did not want to miss the grant cycle. The CDC was pushing to get this in. **Commissioner Connell** commented that he understood. **Commissioner Christian** commented that they would be looking at other resources for funding because prices are not going down on anything. They would like to get started on this project. They have other people looking into other state housing finances and other groups to help. He believes that the CDC is in a good position where, if they had to, they could go out and borrow funds to complete some projects. **Commissioner Robuck** pointed out for clarity, especially for the people watching who may not know, it is not that the city does not want to contribute, because the city has already contributed money to the CDC with the two hundred and fifty thousand dollars that came from the city. He further commented that he fully supports this project. It is great that the CDC is taking that money and trying to leverage it to bring back more money into the City of Leesburg. The CDC has a long history of managing properties and they are doing a great job. He hopes this goes through with the county. If the CDC needs the city or commission to send letters to any organizations stating that they are in full support, he would be more than happy to do so. That way, the county knows the city is in full support of this redevelopment and that we want to see this happen.

The roll call vote was:

Commissioner Burry

Yes

Commissioner Robuck	Yes
Commissioner Connell	Yes
Commissioner Christian	Abstain
Mayor Pederson	Yes

Four yeas, no nays, one abstain, the Commission adopted the resolution.

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

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33 +/- acres; and being generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, lying in Sections 14 & 15, 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 3; and providing an effective date. (Sundance AX)**

This item was pulled from the agenda. The applicant has asked for a continuance and the applicant will be required to cover the cost of the readvertisement.

- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 33 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as legally described in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision SSCP)**

This item was pulled from the agenda per the applicant's request for a continuance.

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33 +/- acres from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a mixed use development of single-family residential and mini-warehouse storage units for a property**

generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as legally described in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance PUD)

This item was pulled from the agenda per the applicant's request for a continuance.

4. **An Ordinance of the City of Leesburg, Ratifying the establishment of The Villages Community Development District No. 14 (District) pursuant to Ordinance No. 21-30 and the Boundary Amendment of the District pursuant to Ordinance No. 22-10; affirming and certifying the establishment of the District, the external boundaries of the District, the initial members of the Board of Supervisors, the name of the District, the location of water and sewer connections, the time table and cost estimates, and the statement of estimated regulatory costs; providing for conflicts; providing for severability; and providing for an effective date.**

ADOPTED ORDINANCE 22-34

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

Commissioner Robuck made a motion to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Pederson requested comments from the audience. **CA Watson** asked if there was anyone in attendance who wished to provide testimony on this item to stand and he would swear them in. There were none. **Mayor Pederson** closed the public portion and requested comments from the commission. There were no comments from the commission.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Connell	Yes
Commissioner Christian	Yes
Commissioner Burry	Yes
Mayor Pederson	Yes

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

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no items to comment on tonight.

9. CITY MANAGER ITEMS:

CM Minner had no comment tonight.

10. ROLL CALL:

Commissioner Christian commented that it is exciting to see everything happening on Pine Street with the new Aquatic Center. He believes the staff is doing a good job. He drove by on Saturday and the parking lot was full and everyone looked like they were really enjoying themselves. He then drove by the Teen Center and saw that the construction was almost complete. He noticed the air conditioners sitting outside and wondered if we were still waiting for certain parts to connect the air conditioner. Other than that, the construction looks like it is moving along well. We have now lost David Johnson from the Fire Department with his retirement and Ken Thomas from the Housing Department to the City of Daytona. Now it is time for the City of Leesburg to look at new adventures. He met with the county to talk about the City of Leesburg. They discussed some things that the city has been coming up with. He believes it would be good to develop a better relationship with the county because they have new staff on board who are still learning how the county is run. He believes there is funding available and it will be coming. He has discussed this with the city manager and the city manager will submit the CDBG application. The county is aware that the City of Leesburg is progressive and the county said we are progressive. It was good to hear the county staff say how progressive the City of Leesburg was. He commended city staff for being progressive-minded because that will continue to push the city to be better. He gave hats off to the city manager and the staff because he knew he was doing a good job. Of course, if all the commissioners are like him, they give the city manager lots of things to do and he just keeps smiling.

Commissioner Burry had no comment tonight.

Commissioner Robuck handed out two informational sheets which provided data for the traffic funding that the Lake-Sumter MPO will be using for this year's funding. These are new forms that he received at the last meeting he attended. He said everyone is aware US 441 is a four-lane highway and they have been trying to make it a six-lane highway. It has been in the works for a long time. It has been on the

Lake-Sumter MPO priority project list since 2004. It is the oldest project on that list. It is not entirely their fault that it has not yet been funded. Back in 2012, we had that big utility relocation project and we were just coming out of the recession. We had to ask them to hold off on the project because we did not have the money to relocate the utilities at that time. The Lake-Sumter MPO put it back on the backburner. A few years later, we said okay, we are ready, so they started pushing it through again. This project got as high as number one on the priority projects list in 2018, but for some reason, it was moved down. He was not sure why it was moved down then, but right now we are currently sitting in the number five position. He asked the commission to direct the city manager to write a letter to the Lake-Sumter MPO to discuss this project. This project has been sitting on this list far too long. We need to move forward with this project. There is another section of US 441 where Lake-Sumter MPO just did a new study which shows no congestion. This section of US 441 is in Mount Dora and that project is currently in the third spot. Plus, that project is twice as expensive as ours. He believes our project should be in the number three project spot. The reason he says number three is because the number one project is located on Highway 50 in Groveland. That is a CST project which is funded completely differently and we would not be competing with that project at all. The number two project is located in Sumter County, so we would not be competing against that one either. At this point, we should be the highest Lake County priority project for local roads, given how long we have been on that list and how long we have been looking for funding. Plus, with the status of that portion of US 441 being more congested than any other portion of that road that Lake-Sumter MPO has put ahead of us. **Commissioner Burry** asked if this section was from Perkins Street to US 44. **Commissioner Robuck** replied yes. We are currently sitting at number five on the list and we need to push Lake-Sumter MPO to move us to number three on the project list. If we can get to number three on the projects list, he would feel very comfortable about receiving funding this year. Even if we were to receive funding this year, this project would not be funded until 2024. So in all respects, we need this to go through now because if they fund it this year, we would not be looking at having this project completed until 2026 or 2027.

With the amount of traffic we have now and with the amount of new growth coming, it is time that the Lake-Sumter MPO gave the City of Leesburg more attention. **Commissioner Christian** asked if he served on the Lake-Sumter MPO board and if he was our representative for the City of Leesburg. **Commissioner Robuck** responded yes. **Commissioner Christian** remarked that with the Mount Dora location not being congested, that should be a no-brainer. They have one project that is congested and one that is not. They also have one that is twice as much money. **Commissioner Robuck** agreed, you would think they would see that. Plus, these handouts are a new process this year. This is the first year they provided this data on what is congested and what is not. In years past, they had to guess where the worst congestion was. **Commissioner Burry** asked what the status was with US 27 heading down towards Okahumpka; is that on the Lake-Sumter MPO radar. **Commissioner Robuck** replied no, that was not on the radar. They looked at it pretty hard. Especially at the intersection of US 27 and Dixie. However, the problem was there was no solution under fifty-million dollars. They had the same problem with US 27 given the congestion and the expenses. Right now, there is no doable project, at least that was his understanding. He will bring that up again at the next meeting to get an update on where it sits. **Commissioner Burry** mentioned that with all the new growth, northbound US 27 is pretty bad. **Commissioner Robuck** commented that right now the only solution is to flyover. **Commissioner Christian** mentioned that, unfortunately, they will not do anything until it gets extremely congested. That road will stay just as it is and the Lake-Sumter MPO will say that it is alright. **Commissioner Robuck** stated that they still have the rather controversial roundabout project on the list, but that one is a safety project and it gets funded differently. **Commissioner Burry** asked if that was the roundabout at Dixie? **Commissioner Robuck** answered no, this was on US 27 north of Dixie. Hopefully, it would help some, but it would not be at that intersection. **Mayor Pederson** wondered why we would be ranked below a project in Mount Dora when that area is not even marked as being congested. **Commissioner Robuck** answered that this was the first time they were provided with the list and data. That is why he

wanted to bring it to the commission's attention so they could try to get this project moved to the number three spot. That way we could try to get this funded. **Commissioner Christian** wondered if they could get everyone in a room to look at this data and maybe they could get them to change this around.

Commissioner Robuck said that other cities would say no even though they are not shown as being congested. It was like the time when Groveland had their big CST project. At that time, we said to Groveland, you are receiving the state funding, so jump ahead of us. However, right now, it should be the City of Leesburg's turn.

Commissioner Connell had no comment tonight.

Mayor Pederson had nothing to comment on tonight.

11. ADJOURN:

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

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

The meeting adjourned at 5:59 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: May 23, 2022

From: Mike Thornton, (Purchasing Manager), James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Piggyback Agreement for Consumer Debt Collection services with I.C. System, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Piggyback Agreement with I.C. System, Inc.

Analysis:

The purpose of this item is to contract with an experienced and qualified company to provide Consumer Debt Collection Services to the City. The City regularly sends past due utility accounts to debt collection. The company the City has used for the past 27 years has decided to close its business in response to recent regulatory changes in the industry. Recent regulatory requirements have made it difficult for smaller companies to meet the requirements.

The Procurement Division has identified an existing agreement between the City of Ocala and I.C. System, Inc. Like Leesburg, Ocala operates several utilities, including an electric utility. Ocala has awarded a contract to I.C. System, Inc. for debt collection services. I.C. System, Inc. was founded in 1938 and is based in St. Paul, MN. I.C. System employs 570 employees having direct phone contact with more than 2 million people annually. I.C. System is credentialed with IRS 1075, SOC2 Type II, PCI-DSS Level 1, S2Score of 'Excellent,' prestigious PPMS certification from ACA International, BBB A+ rating, ISO/IEC 27002, and more. Their achievements reflect the dedication of I.C. System, Inc. to provide the most professional collection service.

Procurement Analysis:

This agreement is a Piggyback Agreement using a competitively solicited and awarded contract by the City of Ocala. The City's purchasing policy allows for the use of contracts awarded by other government entities.

Staff have deemed use of a Piggyback Agreement the best method to procure the necessary services in a short amount of time.

I.C. System, Inc. will retain a flat fee of SEVEN PERCENT (7%) of the principal amount of any delinquent account collected. The fee is collected from the delinquent customer in addition to the principal amount.

Options:

1. Approve the resolution authorizing execution of the Piggyback Agreement with I.C. System, Inc. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Fiscal Impact of this item would have a positive impact when the Contractor collects outstanding past due amounts. The individual or business that owes the money would also pay the 7% collection fee so there is no cost for the services to the City.

Submission Date and Time: 4/6/2022 12:42:58 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
PIGGYBACK AGREEMENT FOR CONSUMER DEBT COLLECTION
SERVICES WITH I.C. SYSTEM, 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 a Piggyback Agreement with I.C. SYSTEM, INC. whose address is 444 Highway 96 East, St. Paul, MN 55127 for consumer debt collection services pursuant to the terms of the piggyback agreement..

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

ATTEST:

City Clerk

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES
BID BY ANOTHER PUBLIC ENTITY**

THIS AGREEMENT is made as of the 23rd day of May in the year 2022, 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 I.C. SYSTEM, INC. whose address is 444 Highway 96 East, St. Paul, MN 55127 (hereinafter referred to as the “Collector”).

RECITALS:

WHEREAS, I.C. SYSTEM, INC. (“Collector”), with its principal place of business at 444 Highway 96 East, St. Paul, MN 55127 entered into an Agreement dated August 18, 2021 and ending August 17, 2025 with the City of Ocala, Florida and included here as Exhibit ‘1’.

WHEREAS, The City of Leesburg, a Florida municipal corporation (“CITY”) has the legal authority to “piggyback” onto a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

WHEREAS, the CITY desires to “piggyback” onto the above referenced Contract between the Collector and the City of Ocala, Florida for utilization of the same or similar services for Utility Debt Collection Services and I.C. System, Inc. consents to the “piggybacking” of the named Agreement.

NOW THEREFORE, having found it to be in the public interest,

1. AFFIRMATION

Collector affirms and ratifies the terms and conditions of the above referenced Master Service Agreement (Exhibit ‘1’) with City of Ocala, Florida and agrees to perform the services set forth in the Master Service Agreement for the CITY in accordance with the terms of said Master Service Agreement.

2. CHANGES

Services will be provided in accordance with the terms of the Master Service Agreement with except for the following changes. All other terms shall remain.

- a. **Party Substitution.** References to “City of Ocala,” or “Client” will be replaced with City of Leesburg (CITY).
- b. **Added Services.** The CITY may request additional similar services be added to the Scope of Services. Any such addition will be documented in writing and acknowledged with a signature by both parties. Such Acknowledgement will become part of the Agreement.
- c. **Effective Date and Term.** This Agreement will become effective on the date stated in the preamble to this Agreement and continue through August 17, 2025. The original Agreement may be renewed for up to TWO (2) additional ONE-YEAR (1-year) periods by written consent between the City of Ocala and Collector. Should the City of Ocala renew their Agreement this Agreement to Piggyback will automatically renew.
- d. **Miscellaneous Insurance Provisions. C. Certificates of Insurance.** Certificates of Insurance. Collector shall provide a Certificate of Insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the “City of Leesburg” as an Additional Insured. Shown on the certificate

as the certificate holder should be: CITY OF LEESBURG, PURCHASING DEPARTMENT, 204 N. 5TH STREET, LEESBURG, FL 34748, e-mail: purch@leesburgflorida.gov. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. TEN (10) days written notice must be provided to the CITY in the event of cancellation.

- e. **Section 25 - Public Records** – Revise public records notice to read:

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

- f. **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. All notices shall be addressed to the respective parties as follows:

If to Collector:

I.C. System, Inc.
Attention: Phil Aune
444 Highway 96 East
St. Paul, Minnesota 55127
Phone: 651-481-6505
E-mail: paune@icsystem.com

If to City of Leesburg:

Mike Thornton, Purchasing Manager
501 W. Meadow Street
Leesburg, Florida 34748
Phone: 352-728-9880
e-mail: mike.thornton@leesburgflorida.gov

- g. **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 and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected 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.

3. **AMENDMENT**

Any Amendments to “piggybacked” Master Service Agreement act between I.C. System, Inc. and City of Ocala, Florida will be automatically incorporated into this Agreement.

Should the Master Service Agreement be terminated by either the City of Ocala, Florida or I. C. Systems, Inc. regardless of reason, this Agreement to Piggyback will remain in effect unless terminated by either the CITY or I.C. System, Inc. in accordance with the Master Service Agreement Term & Termination clause.

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.

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

I.C. SYSTEMS, INC.

By: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to Form:

William Watson, City Attorney

AGREEMENT FOR UTILITY DEBT COLLECTION SERVICES

THIS AGREEMENT FOR UTILITY DEBT COLLECTION SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **I.C. SYSTEM, INC.**, a foreign for-profit corporation duly organized in Minnesota and authorized to do business in the State of Florida (EIN: 41-0739183) ("Collector").

WHEREAS, on April 28, 2021, City issued an Invitation to Bid ("ITB") for the provision of utility debt collection services, ITB No.: FIN/210257 (the "Solicitation"); and

WHEREAS, a total of nine (9) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by I.C. System, Inc. was found to be the lowest; and

WHEREAS, I.C. System, Inc. was chosen as the intended awardee to utility debt collection services (the "Services"); and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Collector agree as follows:

1. **RECITALS.** City and Collector hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Collector shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Services (A-1 through A-3)
- Exhibit B: Collector's Proposal (B-1 through B-9)

If there is a conflict between the individual Exhibits regarding the scope of services to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Collector shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Collector to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Services** The Scope of Services under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** As full and complete compensation for Collector's services under this Agreement Collector shall be entitled to a flat fee of **SEVEN PERCENT (7%)** of the principal amount of any delinquent account collected by Collector (the "Collection Fee"). This Collection Fee shall be paid directly by the delinquent customer in addition to the principal balance due and owing by said customer. The Collection Fee shall remain firm for the initial term of this Agreement. City reserves the right to negotiate the Collection Fee for any subsequent or renewal term.
 - A. **No Authority to Settle or Compromise.** Collector shall have no authority to accept a compromise or settlement on any delinquent account without the prior approval of the City's Finance Director. Collector shall notify the City Project Manager upon receipt of any offer to settle or compromise on any delinquent account. City may work with Collector in rendering a decision concerning any offer to settle or compromise but the right to make any final determination regarding settlement or compromise rests solely with City.
 - B. **Payments Made Directly to City by Delinquent Customers.** In the event that a delinquent customer remits payment directly to City on a delinquent account, City agrees to: (i) notify Collector of the receipt of said payment by the end of the business day that the payment was received; and (ii) hold the Collection Fee attributable to said payment in escrow for Collector. Any funds so collected and held by City shall be transferred to Collector on a monthly basis.
 - C. **Return of Delinquent Accounts Sent in Error.** Upon City's request, Collector shall return to City and discontinue performing any further collection services for any delinquent account sent to Collector in error. The return of any erroneously issued delinquent account shall not be subject to any charge or billed commission to City.
 - D. **Return of Uncollected Accounts.** All accounts placed with Collector which remain uncollected after **ONE (1) YEAR** shall be returned to City with no collection efforts made by the Collector thereafter. The return of any uncollected account shall not be subject to any charge or billed commission to City.
 - E. **Expenses.** Collector shall furnish, at its own expense, any and all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, printing, binding, postage and delivery, travel, and advertising required for the performance of its obligations under this Agreement
 - F. **Invoice Submission.** All invoices submitted by Collector shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Collector shall submit the

original invoice through the responsible City Project Manager at: **City of Ocala Customer Service Office, Attn: Veronica Martinez, E-Mail: vmartinez@ocalafl.org.**

- G. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - H. **Excess Funds.** If due to mistake or any other reason Collector receives payment under this Agreement in excess of what is provided for by the Agreement, Collector shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Collector's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
 - I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Collector shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Collector be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **AUGUST 18, 2021** and continue for a term of **FOUR (4) YEARS** through and including **AUGUST 17, 2025**. This Agreement may be renewed for up to **TWO (2)** additional **ONE-YEAR** (1-year) periods by written consent between City and Collector.
 6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, pandemics, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Collector performance shall be extended for a number of days equal to the duration of the force majeure. Collector shall be entitled to an extension of time only and, in no event, shall Collector be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Collector to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Collector written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Collector by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Collector fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Collector fails to complete the services required within the time stipulated in the Agreement; or
- (3) Collector fails to make progress in the performance of the Agreement and/or gives City reason to believe that Collector cannot or will not perform to the requirements of the Agreement.

- B. **Collector 's Opportunity to Cure Default.** City may, in its sole discretion, provide Collector with an opportunity to cure the violations set forth in City's notice of default to Collector. Collector shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Collector to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

- C. **City's Remedies Upon Collector Default.** In the event that Collector fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another collector to complete the required services in accordance with the needs of City;
 - (3) City shall be entitled to recover from Collector all damages, costs, and attorney's fees arising from Collector 's default prior to termination; and
 - (4) City shall be entitled to recovery from Collector any actual excess costs by: (i) deduction from any unpaid balances owed to Collector; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Collector without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Collector shall immediately discontinue all services as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Collector shall be entitled to receive compensation solely for: (1) the actual cost of the services completed in conformity with this Agreement; and/or (2) such other costs incurred by Collector as permitted under this Agreement and approved by City.
8. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Collector's performance. Any such evaluation will become public record.
9. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any firm who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
10. **COLLECTOR REPRESENTATIONS.** Collector expressly represents that:
- A. Collector has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they

are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the services to be performed by Collector under this Agreement.

- B. Collector has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Collector in the Contract Documents, and that the City's written resolution of same is acceptable to Collector.
- C. Collector is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. Neither Collector, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Collector understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Collector further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform services as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. COLLECTOR RESPONSIBILITIES. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Collector:

- A. Collector shall competently and efficiently supervise, inspect, and direct all services to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the services in accordance with the Contract Documents.
- B. Collector shall be solely responsible for the means, methods, techniques, sequences, or procedures incident thereto.
- C. Collector shall be responsible to see that the services provided comply accurately with the contract and the intent thereof.

- D. Collector shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Collector shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Collector and City may otherwise agree in writing.
12. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Collector or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
13. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Collector. City has the authority to request changes in the service in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop services or to suspend any services.
14. **GENERAL LIABILITY INSURANCE.** Collector shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Coverage for contractual liability is also required.
 - D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Collector. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
15. **EMPLOYEE DISHONESTY/FIDELITY BOND, INSIDE MONEY AND SECURITIES COVERAGE.** For the term of this Agreement and any subsequent renewals, Collector shall be required to obtain and maintain, at Collector's expense, Employee Dishonesty, Third Party Fidelity Bond and Inside Money and Securities coverage for City-owned property in the care, custody, or

control of the Collector. Coverage limits shall not be less than \$ 1,000,000. The policy shall include as loss payee the City of Ocala.

16. **ERRORS AND OMISSIONS.** For the term of this Agreement and any subsequent renewals, Collector shall be required to obtain and maintain, at Collector's expense, Errors and Omissions Insurance providing coverage to Collector and its agents with limits of at least \$1,000,000. This insurance shall be written by an insurer who possess an A.M. Best rating of at least an "A" and shall include the City of Ocala as loss payee.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Collector shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Collector shall ensure any and all subcontractors have coverage as required by applicable statutes. Collector is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. **Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.**
18. **MISCELLANEOUS INSURANCE PROVISIONS.**
 - A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Collector. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Collector's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Collector. **No services shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Services shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
 - B. Deductibles. Collector's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Collector is responsible for the amount of any deductible or self-insured retention.
 - C. Certificates of Insurance. Collector shall provide a Certificate of Insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department-3rd Floor, 110 SE Watula Ave, Ocala, FL 34471, e-mail: vendors@ocalafl.org.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Collector fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Collector under this Agreement, Collector shall be considered to be in default of this Agreement.
 - E. Severability of Interests. Collector shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
 - F. Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.
19. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Collector shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
 20. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Collector or any other persons or organizations having a direct contract with Collector, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Collector or any other persons or organizations having a direct contract with Collector , except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Collector, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
 21. **DELAYS AND DAMAGES.** The Collector agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract

occasioned by any act or omission to act by the City except as provided in the Agreement. The Collector also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the services in accordance with the provision in the standard specification.

22. **INDEPENDENT CONTRACTOR STATUS.** Collector acknowledges and agrees that under this Agreement, Collector and any agent or employee of Collector shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and services required under this Agreement. Neither Collector nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Collector nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Collector in its performance of its obligations under this Agreement.
23. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
24. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the services to be performed by Collector under this Agreement be abandoned, or should Collector become insolvent, or if Collector shall assign or sublet the services to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such services as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
25. **PUBLIC RECORDS.** Collector shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Collector shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Collector does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Collector or keep and maintain public records required by the public agency to perform the service. If Collector transfers all public records to the public agency upon completion of the contract, Collector shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Collector keeps and maintains public records upon completion of the contract, Collector shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF COLLECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COLLECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 26. **AUDIT.** Collector shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 27. **PUBLICITY.** Collector shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 28. **E-VERIFY.** In accordance with Executive Order 11-116, Collector shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Collector

shall also require all subcontractors performing services under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

29. **CONFLICT OF INTEREST.** Collector is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Collector shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Collector 's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
30. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
31. **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.
32. **INDEMNITY.** Collector shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Collector , its agents, and employees.
33. **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.

34. **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. All notices shall be addressed to the respective parties as follows:

If to Collector:

I.C. System, Inc.
Attention: Phil Aune
444 Highway 96 East
St. Paul, Minnesota 55127
Phone: 651-481-6505
E-mail: paune@icsystem.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel, & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

35. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees,

administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

36. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

37. 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.

38. JURISDICTION AND VENUE. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion 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 Marion 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 and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected 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.

39. REFERENCE TO PARTIES. Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

40. **MUTUALITY OF NEGOTIATION.** Collector and City acknowledge that this Agreement is a result of negotiations between Collector and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
41. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
42. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
43. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
44. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
45. **ELECTRONIC SIGNATURE(S).** Collector, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
46. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
47. **LEGAL AUTHORITY.** 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 to bind and obligate such party with respect to all provisions contained in this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on 08 / 19 / 2021.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Justin Grabelle

Justin Grabelle
City Council President

Approved as to form and legality:

I.C. SYSTEM, INC.

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Michelle K Dove

By: Michelle Dove
(Printed Name)

Title: General Counsel /
CCO
(Title of Authorized Signatory)

Collector will provide consumer debt collection services.

All work shall be coordinated through City Project Manager Veronica Martinez, (352) 629- 8246, e-mail: VMartinez@ocalafl.org. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

Background

The City of Ocala provides utility billing and collection of all utility accounts for an approximate 60,000 utility customers. The accounts currently submitted for collections are 60-day past due utility accounts. Services provided by the City are electric, water and sewer, garbage, stormwater, and telecommunications.

Collector Qualifications

1. Collector must be licensed in all states (unless the state requires an office or representative domiciled within that state) have a minimum of five (5) years' experience with collections and skip tracing.
2. Bilingual collectors (fluent in English and Spanish) must be available during regular business hours as needed for City accounts.
3. Collector must be capable of providing all the services requested and shall be fully responsible for all work performed under the Contract. No portion of the Contract may be subcontracted. This agreement is neither assignable nor acquirable should the Collector be acquired by another company, unless prior written consent is acquired by the City of Ocala.
4. Collector must be fully compliant with the Red Flag Rules (Section 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003).
5. Collector shall fully comply with state and federal consumer and collection practice laws, including the Fair Debt Collection Practice Act, and all the Truth and Lending Laws.

Collector Responsibilities

1. Perform all necessary services on the City's behalf to obtain collection of amounts due to the City on utility accounts that are a minimum of sixty (60) days old and submitted to the Collector.
2. Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, and credit bureau reporting.
3. Provide monthly reports to the City detailing monthly collections by account type (e.g. commercial or residential).
4. Collector shall provide a summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.
5. Remit the amount due to the City resulting from payments made directly to Collector by 15th of each month.

6. Return to the City at no charge or billed commission any account previously submitted or sent in error, which is requested to be returned by the City and if not collected within 90 days.
7. Provide notification to the City during same business day of any file transmission error or system interruption, and verification to the City of receipt of the completed file transmission.
8. Provide a primary and secondary contact person for daily operational issues.
9. Meet with the City a minimum of once a year. These meetings shall be conducted in person or by other electronic means to discuss the successes and/or failures in that year and all future goals for the following year.
10. Maintain confidentiality of all documents and information provided by the City, except to disclosure required by State and Federal laws and regulations.
11. Maintain a complete, separate and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transaction and communications, for a period of no less than seven (7) years after termination of the collection action of each account. These records shall be available for inspection purposed during reasonable business hours for seven (7) years after termination of the collection Contract.
12. Employ a Certified Public Accountant firm to perform an annual financial audit. A copy of the audit report shall be sent annually to the City's Finance Director.
13. Allow for time payment arrangements and place this statement on all collection notices.
14. Collector shall not have the authority to accept a compromise settlement on any account without written consent of the City's Finance Director.
15. The principal amount of the debt shall include a collection fee and will be remitted upon collection to the City. The City may modify its collection methods via changes to the City's Ordinances. Collector will have to modify accordingly.
16. Collector's dishonored check fee shall not exceed the customary acceptable dishonored check fees in the industry.
17. Provide access to Collector's database for real-time account view.
18. Provide list of accounts no longer being pursued, and the reason why.
19. Accept any account submitted to Collector regardless of account amount or age of the receivable.
20. Return uncollected accounts after one-year with Collector.
21. Accept demographic information of: Name, Address, Phone Number, Social Security Number, and amount to collect.
22. City shall not pay Collector for any payments received directly to the City.
23. Maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS).

Exhibit '1'

Exhibit A – Scope of Service

CONTRACT# CSO/210257

24. Collector must secure stored cardholder data in accordance with the PCI Data Storage guidelines.
25. Collector must acknowledge and agree that cardholder data will only be used for executing and completing the specified contracted services, or as required by the PCI DSS, or to comply with applicable laws and regulations.
26. Validate data sanitization with a certificate of data destruction to contract-designated City personnel within a reasonable timeframe, not to exceed 60 days.
27. Notify the City within 72 hours of discovering a data breach, intrusion, or otherwise unauthorized access to stored cardholder data.
28. Agree to assume responsibility for any/all costs related to breach, intrusion, or unauthorized access to cardholder data that the service provider has entrusted to Collector.
29. Agree to assume responsibility for informing affected individuals as per applicable law.



Proposal to
City of Ocala
Consumer Debt Collections
May 3, 2021
Attn: Office of the City Clerk

Submitted by:
IC System
Karen Jonas
Senior Vice President Business
Development
651.201.8393
KJonas@ICSystem.com

@ 444 Highway 96 E.
St. Paul, MN 55127



1.800.443.4123



www.icsystem.com

Cover Letter

Office of the City Clerk
City of Ocala
City Hall
110 SE Watula Avenue
Ocala, FL 34471

RE: Consumer Debt Collection – Turnkey Solution

To Whom it May Concern:

I am pleased to submit our response to the City of Ocala for consumer debt collection recovery of delinquent commercial and residential accounts.

After a careful review of the requirements outlined in the Scope of Work, we fully understand the work to be performed and are well prepared to provide exceptional debt collection services to the City of Ocala with our turnkey solution.

From our founding in 1938 in St. Paul, MN, as a privately held receivables management 'C' corporation, IC System has maintained sound business practices, long-term financial stability, and fostered a reputation of excellence that grows every day. With clients throughout the United States, Puerto Rico, and Canada, we have been in continuous operation since our founding.

IC System employs 570 employees having direct phone contact with more than 2 million people annually. The company's growth and reputation are some of the best in our industry, reflecting the dedication of our employees and the visionary leadership of our management team.

Credentialed with IRS 1075, SOC2 Type II, PCI-DSS Level 1, S2Score of 'Excellent,' prestigious PPMS certification from ACA International, BBB A+ rating, ISO/IEC 27002, and more, our achievements reflect the dedication of IC System to provide the most professional collection service guided by core values of:

People: We treat PEOPLE with dignity and respect.

Integrity: We do the RIGHT THING.

Performance: We deliver RESULTS that exceed expectations.

Pride: We are PROUD of what we do and how we do it.

Innovation: We find BETTER WAYS to get things done.



IC System is a positive, open, inviting place to work. It is a culture to be envied, which is appreciated by our clients and the consumer as recorded in our CSAT (Customer Satisfaction Survey) results that indicates over 98% of those responding agree they have been treated professionally.

In a world where secure financial data is mandated, IC System stands tall. Our comprehensive proprietary software, ICET[™] (Intelligent Collections Engine), is built from the hardware up for data protection and transmission speed. Designed specifically to streamline collection activities with embedded compliance routines, automated monitoring, and smart data intelligent algorithms, ICET[™] delivers easy-to-use web tools maximizing efficiencies for both the consumer and our clients. Our ability to accelerate contact with the consumer using ICET[™] results in larger recovered revenue for our clients. We know speed counts. The quicker we are able to speak with the consumer, the higher the return ratio. That's why we emphasize ongoing professional training for our people and invest so heavily in technology tools. We are smarter and faster than the competition. We are better.

Thank you again for the opportunity of submitting our response to your RFP. Should you have any questions about our response, or the company, please feel free to contact Senior Vice President of Business Development, Karen Jonas, whose contact information appears on the cover. We have reviewed your Terms and Conditions as well as your insurance requirements, and we take no exception.

We look forward to building a partnership of success together.

Sincerely,



Mr. John Erickson, Jr.
President and CEO



Exhibit A - Scope of Work

Bidder Qualifications

1. **The agency must be licensed in all states (unless the state requires an office or representative domiciled within that state) have a minimum of five (5) years' experience with collections and skip tracing.**

IC System, a financial services management company, was founded in 1938 in the State of MN as a 'C' corporation. We are licensed and bonded in all 50 states, Puerto Rico, and Canada.

2. **Bilingual collectors (fluent in English and Spanish) must be available during regular business hours as needed for City accounts.**

Yes, IC System employs collection representatives who are fluent in English and Spanish. They are available during regular business hours as needed for City accounts.

3. **The agency must be capable of providing all the services requested and shall be fully responsible for all work performed under the contract. No portion of the contract may be subcontracted. This agreement is neither assignable nor acquirable should the winning bidder be acquired by another company, unless prior written consent is acquired by the City of Ocala.**

IC System agrees and will comply.

4. **The collection agency must be fully compliant with the Red Flag Rules (Section 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003).**

Yes, IC System is fully compliant with Red Flag Rules, (Section 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003), an amendment to the Fair Credit Reporting Act.

5. **The agency shall fully comply with state and federal consumer and collection practice laws, including the Fair Debt Collection Practice Act, and all the Truth and Lending Laws.**

Yes, IC System complies with all federal and state consumer and collection practice laws, including the Fair Debt Collection Act, and all the Truth and Lending Laws.

Bidder Responsibilities

Perform all necessary services on the City's behalf to obtain collection of amounts due to the City on utility accounts that are a minimum of sixty (60) days old and submitted to the collection agency.

IC System understands and agrees.



IC System

Proposal for Consumer Debt Collections

Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, and credit bureau reporting.

IC System understands and agrees. IC System's collection solution for City of Ocala will take place over the following steps.

Segment	Collection Efforts
Segment 1 Balance of \$1500 or more	Day 1-30 2 call attempts per day, first 2 weeks from placement, up to 40 call attempts - Inbound IVR available 24/7 - Manual work effort weekly - Manual skip tracing - Automated skip efforts - Validation Letter sent
	Day 31-60 1 call attempt per day, up to 20 call attempts - Inbound IVR available 24/7 - Automated skip efforts - Manual work effort by descending balance, bi-weekly - Compromise offer letter sent (if applicable)
	Day 61-120 1 call attempt every other day - Inbound IVR available 24/7 - Automated skip efforts - Manual work effort by descending balance, monthly
	Day 121-365 1 call attempt per week - Inbound IVR available 24/7 - Manual work effort by descending balance, monthly
	Day 365+ Work efforts resume when new or additional information is acquired.
Segment 2 Balance between \$750 and \$1499	Day 1-30 2 call attempts per day, first 2 weeks from placement, up to 40 call attempts - Inbound IVR available 24/7 - Manual work effort weekly - Manual skip tracing - Automated skip efforts - Validation Letter sent
	Day 31-60 1 call attempt per day, up to 20 call attempts - Inbound IVR available 24/7 - Automated skip efforts - Manual work effort by descending balance, bi-weekly - Compromise offer letter sent (if applicable)
	Day 61-120 1 call attempt every other day - Inbound IVR available 24/7 - Automated skip efforts - Manual work effort by descending balance, monthly
	Day 121-365 1 call attempt per week



www.icsystem.com



1.800.443.4123

IC System

Proposal for Consumer Debt Collections

	- Inbound IVR available 24/7 - Manual work effort by descending balance, monthly
	Day 365+ Work efforts resume when new or additional information is acquired
Segment 3 Balance between \$500 and \$749	Day 1-30 1 call attempt per day, first 2 weeks from placement, up to 20 calls/attempts - Inbound IVR available 24/7 - Manual work effort weekly - Automated skip efforts - Validation Letter sent
	Day 31-60 1 call attempt every other day, up to 10 call attempts - Inbound IVR available 24/7 - Automated skip efforts - Manual work effort by descending balance, monthly - Compromise offer letter sent (if applicable)
	Day 61-120 1 call attempt every other week - Inbound IVR available 24/7 - Manual work effort by descending balance, monthly
	Day 121-365 1 call attempt monthly - Inbound IVR available 24/7
	Day 365+ Work efforts resume when new or additional information is acquired
Segment 4 Balance between \$125 and \$499	Day 1-30 1 call attempt per day, first 2 weeks from placement, up to 20 calls/attempts - Inbound IVR available 24/7 - Manual work effort weekly - Automated skip efforts - Validation Letter sent
	Day 31-60 1 call attempt every other day, up to 10 call attempts - Inbound IVR available 24/7 - Automated skip efforts - Compromise offer letter sent (if applicable)
	Day 61-120 1 call attempt every other week dialer rotation - Inbound IVR available 24/7
	Day 121-365 1 call attempt monthly - Inbound IVR available 24/7
	Day 365+ Work efforts resume when new or additional information is acquired
Segment 5 Balance equal to or less than \$124.99	Day 1-30 1 call attempt every other day dialer rotation, up to 10 call attempts - Inbound IVR available 24/7 - Automated skip efforts



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IC System

Proposal for Consumer Debt Collections

	Validation Letter sent
Day 31-60	1 call attempt every other day dialer rotation, up to 10 call attempts - Inbound IVR available 24/7
Day 61-120	1 call attempt monthly - Inbound IVR available 24/7
Day 121-365	1 call attempt monthly dialer rotation - Inbound IVR available 24/7
Day 365+	Work efforts resume when new or additional information is acquired

Provide monthly reports to the City detailing monthly collections by account type (e.g. commercial or residential).

IC System understands and agrees. Reports may be generated by account type. This is a standard feature of our proprietary software, ICE™.

Summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.

IC System will provide this report.

Remit the amount due to the City resulting from payments made directly to the agency by 15th of each month.

IC System understands and agrees.

Return to the City at no charge or billed commission any account previously submitted or sent in error, which is requested to be returned by the City and if not collected within 90 days.

IC System understands and agrees.

Provide notification to the City during same business day of any file transmission error or system interruption, and verification to the City of receipt of the completed file transmission.

IC System notifies the client via email the completion status of each file transmitted - within minutes.

Provide a primary and secondary contact person for daily operational issues.

IC System provides the following Primary and Secondary contact person for daily operational issues. Primary Contact: Jenna Grendahl, Secondary Contact: Kimberly Dickinson



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1.800.443.4123

Meet with the City a minimum of once a year. These meetings shall be conducted in person or by other electronic means to discuss the successes and/or failures in that year and all future goals for the following year.

IC System looks forward to regularly scheduled meetings with our clients. Whether in-person or remotely, good communication is the key to building relationships

Maintain confidentiality of all documents and information provided by the City, except to disclosure required by State and Federal laws and regulations.

IC System will comply.

Maintain a complete, separate and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transaction and communications, for a period of no less than seven years after termination of the collection action of each account. These records shall be available for inspection purposed during reasonable business hours for seven years after termination of the collection contract.

IC System maintains a separate, secure detailed electronic record for each account in our proprietary software, ICET[™] (Intelligent Collections Engine).

Employ a Certified Public Accountant firm to perform an annual financial audit. A copy of the audit report shall be sent to the City's Finance Director Annually.

IC System's public accounting firm is RSM, US, LLP, 801 Nicollet Mall UNIT 1100, Minneapolis, MN 55402. Our company undergoes a financial audit annually.

Allow for time payment arrangements and place this statement on all collection notices.

IC System understands and agrees. A time payment statement that informs the consumer of available arrangements will be placed on all collection notices.

Shall not have the authority to accept a compromise settlement on any account without written consent of the City's Finance Director.

IC System will not accept a compromised settlement on any account without written consent from the City's Finance Director.

The principal amount of the debt shall include a collection fee and will be remitted upon collection to the City. The City may modify its collection methods via changes to the City's Ordinances. The successful bidder will have to modify accordingly.

IC System understands and agrees.

The agency's dishonored check fee shall not exceed the customary acceptable dishonored check fees in the industry.

IC System understands and agrees.

Provide access to agency's database for real-time account view.

IC System understands and agrees.



IC System

Proposal for Consumer Debt Collections

Provide list of accounts no longer being pursued, and the reason why.

IC System will comply.

Accept any account submitted to the agency regardless of account amount or age of the receivable.

IC System understands and agrees.

Return uncollected accounts after one-year with collection agency.

IC System understands and agrees.

Accept demographic information of Name, Address, Phone Number, Social Security Number, and amount to collect.

IC System understands and agrees.

City shall not pay bidder for any payments received directly to the City.

IC System understands and agrees

Price Proposal

Fees shall be proposed as percentages of principle amounts on submitted accounts. Fees shall be charged only as a percentage of the principle amount of collection items collected by the Vendor.

Fees shall be firm for the initial term. The City reserves the right to negotiate prices with the selected firm.

Pricing should be full compensation for the bidder's services and shall include all travel required by the bidder to meet with City staff. No additional reimbursement for expenses incurred by the bidder will be paid by the City including, but not limited to the following: bidder travel, advertising, printing, binding, postage and delivery, clerical and long-distance telephone charges.

IC System understands and agrees.

IC System **proposes a contingency fee of 7% on all payments realized.** Please note that this fee is based upon our own analytical modeling, our pricing strategies, and an estimated liquidation rate. If any of our assumptions are inaccurate, we are open to an adjustment of these fee suggestions in light of the actual historical performance of the portfolio.



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TITLE	For Signature: Agreement for Utility Debt Collection...
FILE NAME	For Signature - U... - CSO 210257.pdf
DOCUMENT ID	10a0ada7aae793e93992a7b8a9f27cd6fc6157ae
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

08 / 12 / 2021

09:06:06 UTC-4

Sent for signature to Robert W. Batsel, Jr.
(rbatsel@ocalalaw.com) and I.C. System, Inc.
(paune@icsystem.com) from plewis@ocalafl.org
IP: 67.231.55.34



VIEWED

08 / 12 / 2021

13:07:19 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51

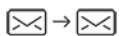


SIGNED

08 / 12 / 2021

13:11:23 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51

EMAIL
CHANGED**08 / 16 / 2021**

07:48:40 UTC-4

paune@icsystem.com was changed to kjonas@icsystem.com after
requester reassignment.
IP: 67.231.55.34



VIEWED

08 / 16 / 2021

08:55:51 UTC-4

Viewed by I.C. System, Inc. (kjonas@icsystem.com)
IP: 66.162.227.230

TITLE	For Signature: Agreement for Utility Debt Collection...
FILE NAME	For Signature - U... - CSO 210257.pdf
DOCUMENT ID	10a0ada7aae793e93992a7b8a9f27cd6fc6157ae
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



08 / 16 / 2021
08:58:48 UTC-4

The document has been reassigned by I.C. System, Inc.
(kjonas@icsystem.com) to Michelle Dove (MDove@icsystem.com)
IP: 66.162.227.230



08 / 17 / 2021
10:59:39 UTC-4

Viewed by Michelle Dove (mdove@icsystem.com)
IP: 66.162.227.230



08 / 17 / 2021
15:00:21 UTC-4

Signed by Michelle Dove (mdove@icsystem.com)
IP: 66.162.227.230



08 / 17 / 2021
15:00:21 UTC-4

The document has been completed.

TITLE	For Signature: Utility Debt Collection Services (CSO/210257)
FILE NAME	For_Signature__Ag...__CSO_210257_.pdf
DOCUMENT ID	acb12eda6c8047eb3734a48d716b92dea8c969f9
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

08 / 18 / 2021

09:21:48 UTC-4

Sent for signature to Justin Grabelle
(jgrabelle@ocalafl.org) and Angel B. Jacobs
(ajacobs@ocalafl.org) from plewis@ocalafl.org
IP: 67.231.55.34



VIEWED

08 / 19 / 2021

10:15:26 UTC-4

Viewed by Justin Grabelle (jgrabelle@ocalafl.org)
IP: 64.238.190.30



SIGNED

08 / 19 / 2021

10:15:42 UTC-4

Signed by Justin Grabelle (jgrabelle@ocalafl.org)
IP: 64.238.190.30



VIEWED

08 / 19 / 2021

10:20:15 UTC-4

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 40.94.29.212



SIGNED

08 / 19 / 2021

10:23:54 UTC-4

Signed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



COMPLETED

08 / 19 / 2021

10:23:54 UTC-4

The document has been completed.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: May 23, 2022

From: Mike Thornton, (Purchasing Manager), Brad Chase, (Electric 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 for Labor and Equipment with Team Fishel, Inc. to provide labor and equipment to the City of Leesburg Electric Department for the reconductoring of circuit L59 which generally runs along 14th Street for an amount of \$1,066,029.45; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the construction services agreement with Team Fishel, Inc. for the reconductoring of circuit L59 for an amount of \$1,066,029.45.

Analysis:

N/A

Procurement Analysis:

In June of last year, the Procurement Division issued a request for qualifications to pre-qualify electric utility contractors to bid on the City's electric utility construction projects. There were no responses to the request. The contractors that regularly engage in this type of work were not able to mobilize and meet the schedule established by the City.

The same factors that existed last year still exist. Electric utility construction resources throughout Florida and the rest of the United States are limited. For example, the Investor Owned Utilities within Florida have been given permission by the FPSC to construct and improve numerous reliability improvement projects over the next ten years, further pulling on contractor and material resources.

The Contractor is currently wrapping up two projects previously approved by the commission. The Contractor would be able to move right into this new project without demobilizing and remobilizing crews. The Electric Department has cited several significant advantages to continuing with Team Fishel, Inc. Continuing with Team Fishel would provide crew continuity, familiarity with Leesburg Electric operations, safety protocol, switching and tagging, and familiarity with warehouse operations for material.

Procurement request the City Commission waive the competitive procurement process and approve execution of the Agreement with Team Fishel, Inc.

Options:

1. Approve the resolution authorizing execution of the Agreement with Team Fishel, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There are remaining funds in the 2020 Electric Revenue Note to cover most of this expenditure. An additional \$500,000 in Distribution Lines has been identified in the current Electric Capital Projects plan from available Renewal & Replacement funds which will complete the necessary funding for this project.

Account No. 041-1099-531.34-10

Project No. 410011

WF No. WF1293795 / 003

Requisition 54446

Submission Date and Time: 5/18/2022 3:55:08 PM

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 FOR LABOR AND EQUIPMENT WITH TEAM FISHEL, INC. TO PROVIDE LABOR AND EQUIPMENT TO THE CITY OF LEESBURG ELECTRIC DEPARTMENT FOR THE RECONDUCTORING OF CIRCUIT L59 WHICH GENERALLY RUNS ALONG 14TH STREET FOR AN AMOUNT OF \$1,066,029.45; 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 THE FISHEL COMPANY whose address is 19543 Democracy Street, Groveland, Florida 34736 for construction services related to the reconductoring of circuit L59 and removal of poles.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES LABOR & EQUIPMENT

THIS AGREEMENT is made as of the 23rd day of May in the year 2022, 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 **THE FISHEL COMPANY** whose address is 19543 Democracy Street, Groveland, Florida 34736 (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. Supplemental Conditions incorporated by reference and included here as Attachment ‘A’; and
- c. CONTRACTOR proposal included as Attachment ‘B’; and
- d. Electric Department Construction Standards incorporated by reference and made part of these Contract Documents; and
- e. Construction Maps provided to CONTRACTOR by the CITY included her as Attachment ‘C’.

2. **Scope of Services.** The CONTRACTOR shall furnish all labor, supervision and equipment necessary to construct the projects generally described as:

- a. Project 3 – WO 1293795 – Reconductor L59 (Attachment ‘C3’)
 - i Also known as City WF1293795.

Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work. Scope of Services are as detailed in Construction Packages provided to the CONTRACTOR.

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

- a. **Project 3, Part 1** - \$1,033,917.80 – Reconductor Construction
- b. **Project 3, Part 2** - \$32,111.65 – Pole Removal

Total Parts 1 & 2 - \$1,066,029.45

4. **Invoices and Payment.** Payment will be made based on accurate invoices submitted by the CONTRACTOR no more frequently than twice monthly. Invoice amount will be based on the percentage of work completed multiplied by the Construction Cost of the Project being invoiced. CITY and CONTRACTOR will mutually agree to the amount of work and the

percent of work completed for each Invoice prior to CONTRACTOR submitting an invoice for payment.

5. **Materials.** The CITY will furnish all material necessary for the CONTRACTOR to construct the contract project in accordance with the Construction Packages. Any surplus material, scrap material, and removed material will remain the property of the CITY and be transported from the jobsite to the Material Yard setup by the CITY or the or Municipal Operations Center located at 2010 Griffin Road, Leesburg, FL 34748.

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

7. **Commencement and Completion.** Following Contract execution, the CITY and the CONTRACTOR will mutually agree upon a project schedule for the projects and work to be completed. Prior discussions between the CITY and CONTRACTOR indicate the time for performance will be approximately 5-1/2 months or 180 continuous calendar days.

8. **Liquidated Damages. None**

9. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FOURTEEN (14) 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 notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should 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 will 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.

10. **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.

11. **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 subcontractors 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.
- iv 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.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii 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: Purchasing 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.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and equipment 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.

13. **Indemnification.** 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 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.

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

15. **Permits, Licenses, or Fees.** The CITY is not award of any permits, licenses, or fees applicable to this work. Should any be identified in the future the CITY will be responsible for obtaining and paying for any permits, licenses, or fees.

16. **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 REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

17. **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.

18. **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.

19. **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.

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

21. **Jurisdiction.** 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. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Thad Lopez, Area Manager

Address: 19543 Democracy Street

City, State & Zip: Groveland, Florida 34736

Telephone: (352)429-4007

Email Address: tslopez@teamfishel.com

CITY Contact Information

Name/Title: Mike Thornton, Purchasing Manager

Telephone: (352)728-9864

Email Address: mike.thornton@leesburgflorida.gov

23. **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.

24. **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.

25. **Risk of Loss.** 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 except to the extent caused by acts or omissions of the CITY or those under its control. 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.

26. **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.

27. **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 is following 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.

28. **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.

29. **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.

THE FISHEL COMPANY

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Attachment 'A'
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 insure 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 Purchasing 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 insure 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. 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.

4. 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.

5. MAINTENANCE OF TRAFFIC

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 MOT training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

6. 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.

7. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. 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.

8. 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 its 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

14. 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.

15. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The City Project Representative, 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.
- 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, City Project Representative and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to City Project Representative as providing an orderly progression of the Work to completion within the agreed to Project Schedule, 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 City Project Representative as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to City Project Representative as to form and substance.

16. 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.

17. 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 attachments 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.

18. 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 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 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.

- g. Damage to CITY facilities or assets resulting from the negligence of the CONTRACTOR.

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

30. 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.

31. 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.

32. 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.

33. 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.

34. TREES

It shall be the responsibility of the CITY to protect all trees within the limits of the work and as determined by the CITY.

35. 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 material installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, and physical defects, for a period of ONE(1) year 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. 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.

36. 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.

37. 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.

38. 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.

39. 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 insure 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.

40. 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.

41. 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.

42. 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.

43. 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

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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 make an inspection of 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.

52. 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.

53. 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.

54. 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 ATTACHMENT 'A']

Attachment 'B'



19543 Democracy St.
Groveland, FL 34736
(352) 429-4007

April 7, 2021

Attn: Mike Thornton

RE: City of Leesburg work order WF1293795

Dear Mr. Thornton,

The following price reflects our cost proposal for the scope of work outlined in work order WF1293795 provided by the City of Leesburg. Since the poles will need to be removed at an undetermined later date we have split the pricing to reflect that.

WF1293795 - \$1,033,917.80

WF1293795 Pole Removal - \$32,111.65

The below exceptions are not included in the pricing above:

If System Operator is unwilling or unable to provide line clearance, system switching or work clearance will result in charges based on T&E.

Delays due to design errors or unrelated scope changes will result in charges based on T&E.

Delays due to customer impact or interference will result in charges based on T&E.

Pricing assumes normal working hours to be 8pm – 7am. Any working hours required outside of the stipulated hours will be charged based on T&E.

If you have any questions or need any other information, please don't hesitate to call.

Sincerely,

Tracy Pate
Area Manager
Groveland, Florida
352-429-4007 Office
407-448-1418 Cellular

teamfishel.com



Printed Date: 2/7/2022

Customer:

Job Description:

Reconductor L59

Worksite:

Reconductor feeder L59

Comments:

[WR Comments]

Feeder, Substation, and Cross Street:

Central Sub, L59

- INSTALL
- REMOVE
- REPLACE
- TRANSFER

SOC # _____
Start Date: _____ Update By: _____
SOC # _____
Start Date: _____ Update By: _____

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

DOT Permit #: None
County Permit #: None

Engineer: Steve



Printed Date: 2/7/2022

[WR Customer]

Reconductor L59

Reconductor feeder L59

[WR Comments]

Central Sub, L59

SOC # _____
Start Date: _____ Update By: _____
SOC # _____
Start Date: _____ Update By: _____

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

DOT Permit #: None
County Permit #: None

Engineer: Steve

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 40, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 40)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 40 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 14 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 40 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:37:15 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 40, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 40)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 40, is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN N00°39'41"E, 1595.06 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 490.00 FEET AND A CHORD BEARING AND DISTANCE OF S53°35'28"E, 26.43 FEET TO WHICH A RADIAL LINE BEARS N34°51'50"E; THENCE DEPARTING SAID WEST LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°05'26", AN ARC DISTANCE OF 26.43 FEET TO THE POINT OF TANGENCY; THENCE S52°02'45"E, 47.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 428.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°47'25", AN ARC DISTANCE OF 252.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 521.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'06", AN ARC DISTANCE OF 369.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 478.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°37'16", AN ARC DISTANCE OF 255.73 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°11'04", AN ARC DISTANCE OF 31.83 FEET TO THE POINT OF TANGENCY; THENCE S62°54'55"W, 59.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 106.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°22'07", AN ARC DISTANCE OF 112.21 FEET TO THE POINT OF TANGENCY; THENCE S02°32'48"W, 346.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00", AN ARC DISTANCE OF 157.08 FEET; THENCE ALONG A RADIAL LINE RUN

S87°27'12"E, 11.46 FEET; THENCE S02°44'45"W, 41.88 FEET; THENCE S14°52'35"E, 86.49 FEET; THENCE S72°14'45"E, 98.60 FEET; THENCE S76°11'27"W, 16.13 FEET; THENCE S74°11'40"W, 78.98 FEET; THENCE S68°43'00"W, 79.08 FEET; THENCE S63°14'20"W, 79.08 FEET; THENCE S57°45'41"W, 79.08 FEET; THENCE S53°28'55"W, 79.18 FEET; THENCE S45°55'17"W, 393.13 FEET; THENCE N89°14'46"W, 65.00 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG SAID WEST LINE RUN N00°45'14"E, 222.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.99 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 40 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

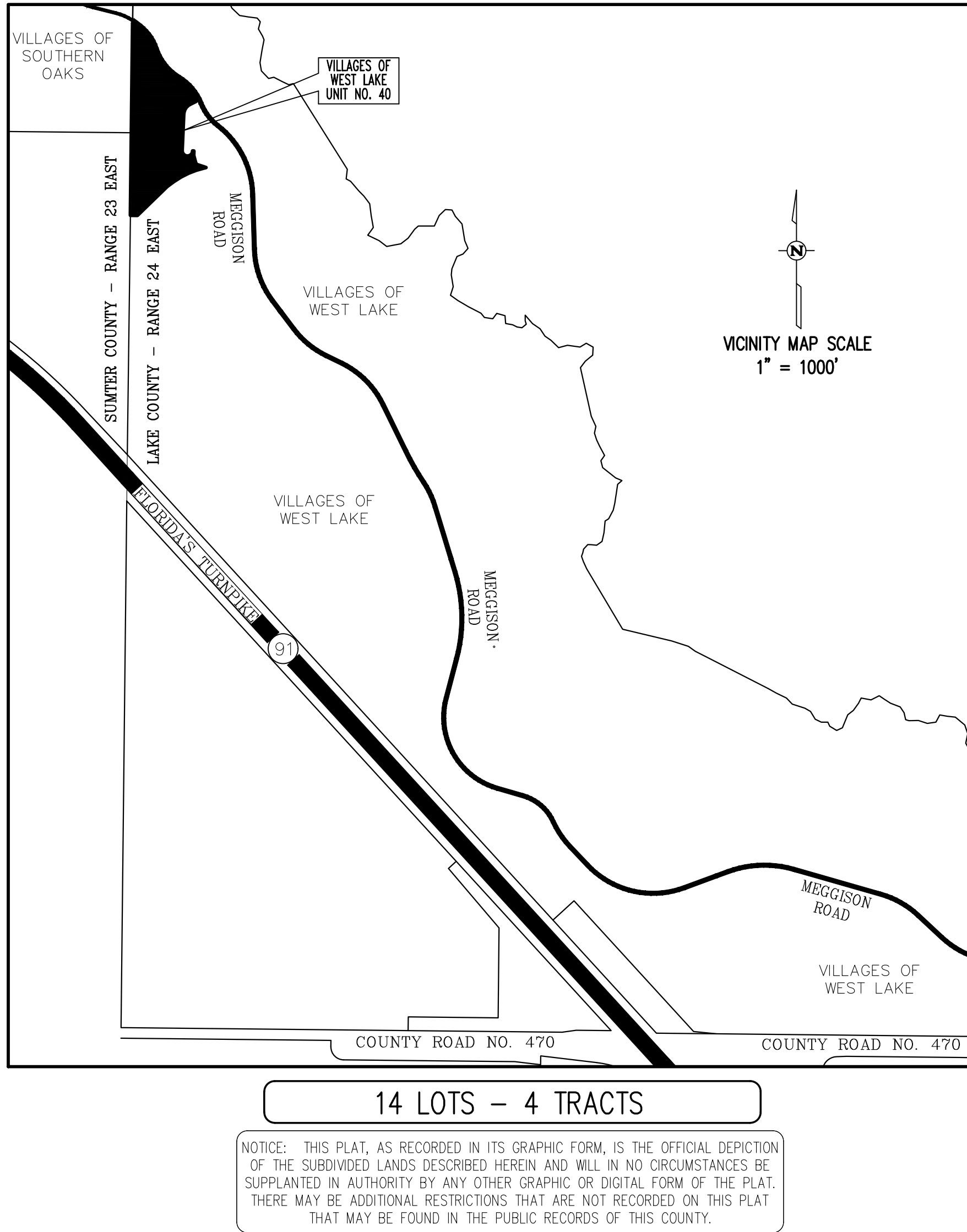
ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 40

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

VICINITY MAP



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN N00°39'41"E, 1595.06 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 490.00 FEET AND A CHORD BEARING AND DISTANCE OF S53°35'28"E, 26.43 FEET TO WHICH A RADIAL LINE BEARS N34°51'50"E; THENCE DEPARTING SAID WEST LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°05'26", AN ARC DISTANCE OF 26.43 FEET TO THE POINT OF TANGENCY; THENCE S52°02'45"E, 47.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 428.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°47'25", AN ARC DISTANCE OF 252.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 521.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'06", AN ARC DISTANCE OF 369.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 478.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°37'16", AN ARC DISTANCE OF 255.73 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°11'04", AN ARC DISTANCE OF 31.83 FEET TO THE POINT OF TANGENCY; THENCE S62°54'55"W, 59.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 106.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°22'07", AN ARC DISTANCE OF 112.21 FEET TO THE POINT OF TANGENCY; THENCE S02°32'48"W, 346.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00", AN ARC DISTANCE OF 157.08 FEET; THENCE ALONG A RADIAL LINE RUN S87°27'12"E, 11.46 FEET; THENCE S02°44'45"W, 41.88 FEET; THENCE S14°52'35"E, 86.49 FEET; THENCE S72°14'45"E, 98.60 FEET; THENCE S76°11'27"W, 16.13 FEET; THENCE S74°11'40"W, 78.98 FEET; THENCE S68°43'00"W, 79.08 FEET; THENCE S63°14'20"W, 79.08 FEET; THENCE S57°45'41"W, 79.08 FEET; THENCE S53°28'55"W, 79.18 FEET; THENCE S45°55'17"W, 393.13 FEET; THENCE N89°14'46"W, 65.00 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG SAID WEST LINE RUN N00°45'14"E, 222.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.99 ACRES, MORE OR LESS.

NOTES:

- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 00°45'14" EAST.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9.) TRACT "C" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- 10.) TRACT "D" IS RESERVED BY THE DEVELOPER.
- 11.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND OUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; AND (E) MAINTENANCE AND REPAIR TO THE EXTERIOR OF THE RETAINING WALLS (BUT NOT ANY RAILINGS LOCATED THEREON) LOCATED ON OR ADJACENT TO TRACT B OF THE SUBDIVISION.
- 12.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

VILLAGES OF WEST LAKE UNIT NO. 40 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B" AND "C" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 40, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: MARTIN L. DZURO, MANAGER

SIGNATURE _____
PRINT NAME _____
SIGNATURE _____
PRINT NAME _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE ____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK

MAYOR/COMMISSIONER

SIGNATURE _____

SIGNATURE _____

PRINT NAME _____

PRINT NAME _____

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 40, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B" AND "C" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) SIGNATURE _____

PRINT NAME _____

(2) SIGNATURE _____

BY: MARTIN L. DZURO,
MANAGER

PRINT NAME _____

WITNESSES:

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) SIGNATURE _____

BY: C. DALE BORROWMAN,
CHAIR

PRINT NAME _____

(2) SIGNATURE _____

PRINT NAME _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

DATE: _____

KAYE M. JAMESON, P.S.M. - REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. - REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

SIGNATURE _____ DATE: _____

PRINT NAME _____, REGISTRATION NUMBER _____

WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

PREPARED BY:



CFB

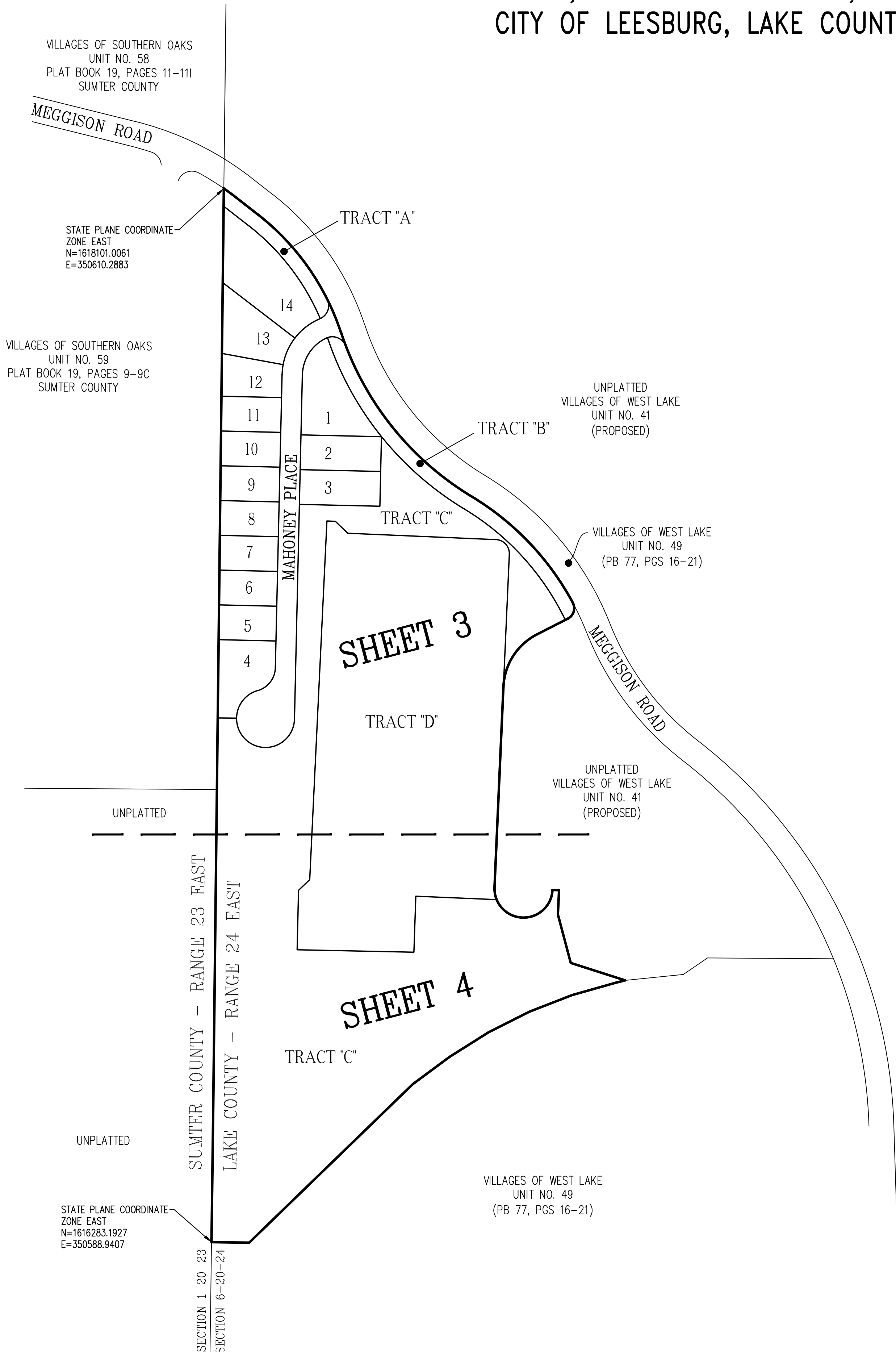
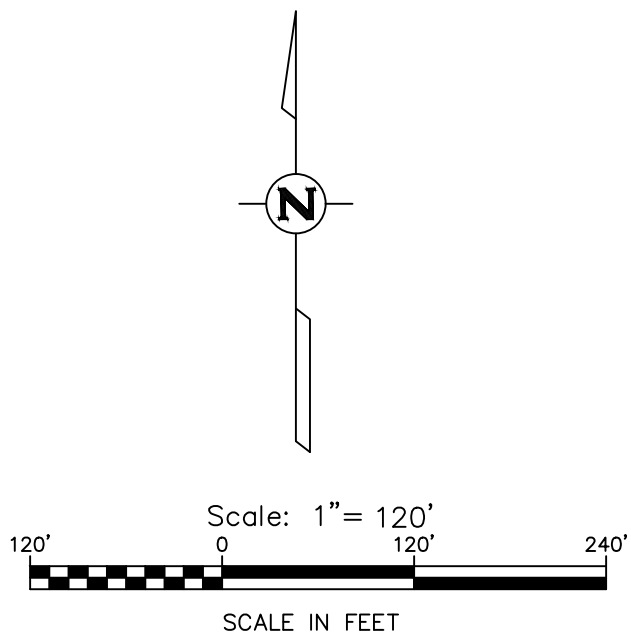
**CLYMER
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CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(850) 748-3196
WWW.CFB-INC.COM CA #4709

VILLAGES OF WEST LAKE
UNIT NO. 40

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

KEY MAP



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	6,726	0.15
B	15,962	0.37
C	305,331	7.01
D	218,022	5.01

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880, PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
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VILLAGES OF WEST LAKE UNIT NO. 40

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 3 OF 4

PLAT BOOK _____

PAGE _____

VILLAGES OF SOUTHERN OAKS
UNIT NO. 59
PLAT BOOK 19, PAGES 9-9C
SUMTER COUNTY

VILLAGES OF SOUTHERN OAKS
UNIT NO. 59
PLAT BOOK 19, PAGES 9-9C
SUMTER COUNTY

UNPLATTED
PERPETUAL EASEMENT TO
LEESBURG (ORB 5437, PG 1063)

VILLAGES OF WEST LAKE
UNIT NO. 49
(PB 77, PGS 16-21)

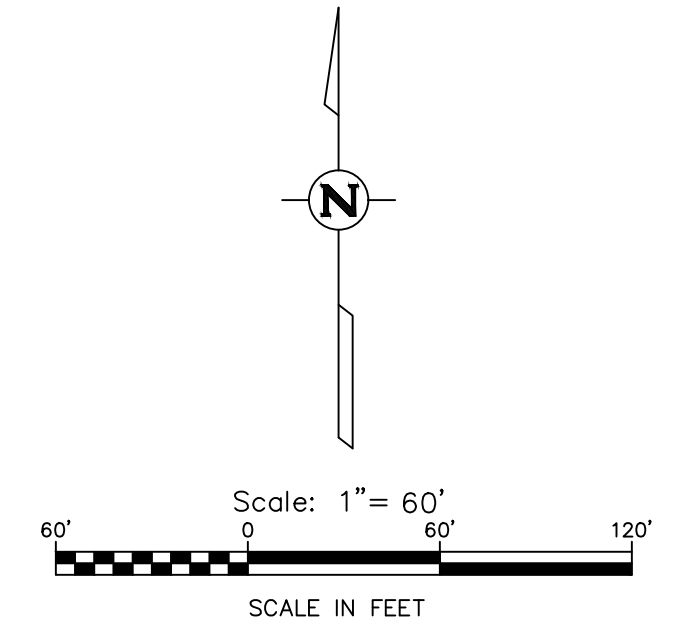
UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 41
(PROPOSED)

VILLAGES OF WEST LAKE
UNIT NO. 49
(PB 77, PGS 16-21)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 41
(PROPOSED)

LINE TABLE		
LINE	LENGTH	BEARING
L1	22.07'	N69°22'40"E
L2	8.14'	N46°52'20"E
L3	32.45'	S89°20'19"E
L4	47.58'	N52°02'45"W
L5	65.00'	N89°41'25"W
L6	35.00'	S89°41'25"E
L7	35.00'	N89°36'13"W
L8	54.32'	N47°49'55"E
L9	69.87'	S44°20'19"E
L10	53.46'	S47°49'55"W
L11	56.61'	N85°10'05"W
L13	14.57'	N86°57'04"W
L14	29.62'	N46°12'57"W
L18	23.47'	N1°22'38"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	45.11'	428.50'	6°01'54"	N23°38'19"W	45.09'
C2	17.70'	428.50'	2°22'03"	N19°26'21"W	17.70'
C3	24.81'	521.50'	2°43'31"	S19°37'05"E	24.80'
C4	105.73'	89.00'	68°03'56"	S35°20'42"W	99.62'
C5	70.77'	89.00'	45°33'36"	N24°05'32"E	68.92'
C6	38.70'	25.00'	88°41'22"	N65°19'31"W	34.95'
C7	2.42'	25.00'	5°33'24"	S67°33'06"W	2.42'
C8	79.19'	71.50'	63°27'40"	S33°02'34"W	75.21'
C9	156.51'	50.00'	179°20'57"	S89°00'47"E	100.00'
C10	64.21'	50.00'	73°35'04"	S37°27'14"W	59.89'
C11	53.46'	42.00'	72°56'01"	N37°46'45"E	49.93'
C12	16.77'	106.50'	9°01'19"	S05°49'24"W	16.75'
C13	50.60'	106.50'	27°13'17"	S23°56'42"W	50.12'
C14	54.96'	106.50'	29°34'12"	S52°20'27"W	54.36'
C15	0.87'	25.00'	2°00'16"	N66°07'26"E	0.87'
C16	189.90'	428.50'	25°23'29"	N39°21'00"W	188.35'
C17	7.87'	1135.44'	0°23'50"	N52°31'51"W	7.87'
C18	40.04'	25.00'	91°46'31"	N19°14'02"E	35.90'
C19	28.72'	453.50'	3°37'44"	N57°04'33"W	28.72'
C20	0.21'	453.50'	0°01'34"	N55°14'54"W	0.21'
C21	37.74'	24.00'	90°05'48"	N42°30'06"W	33.97'
C22	43.22'	50.00'	49°31'24"	N26°04'27"E	41.88'
C23	17.50'	50.00'	20°03'15"	N60°51'46"E	17.41'
C30	25.86'	65.50'	22°37'12"	N12°41'14"E	25.69'
C31	25.46'	64.50'	22°37'12"	N12°41'14"E	25.30'



TRACT TABLE		
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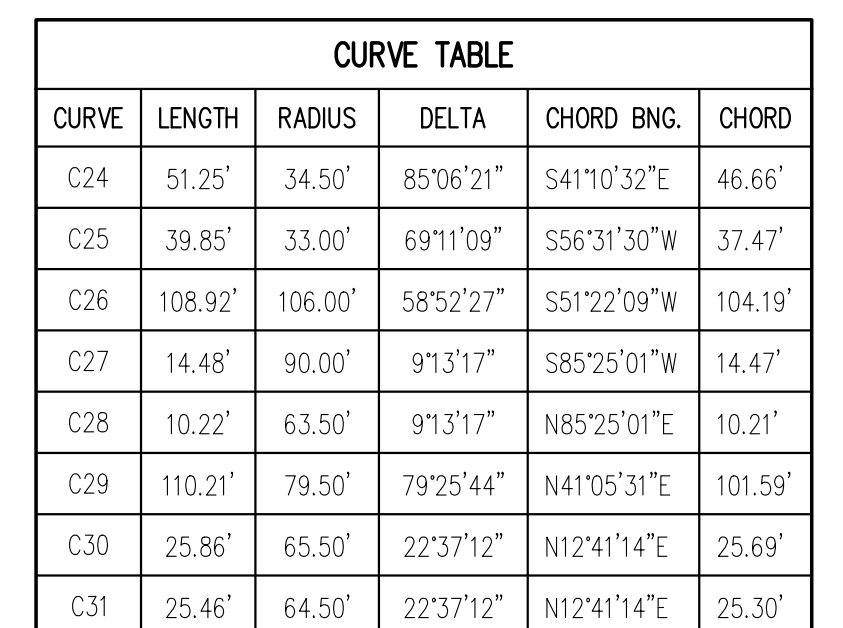
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PREPARED BY:



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PLAT BOOK _____
PAGE _____



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PREPARED BY:  **CFB** | **CLYMER
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 41, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 41)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 41 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 101 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 41 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:38:29 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 41, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 41)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 41, is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN N00°39'41"E, 1646.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N00°39'41"E, 714.37 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY BOUNDARY WITH THE FOLLOWING COURSES: RUN S30°29'04"E, 19.79 FEET; THENCE S20°37'14"E, 84.19 FEET; THENCE S76°53'11"E, 47.78 FEET; THENCE S36°10'15"E, 68.70 FEET; THENCE S53°58'30"E, 83.28 FEET; THENCE S44°52'44"E, 70.96 FEET; THENCE S03°00'03"W, 85.15 FEET; THENCE S64°52'10"E, 45.25 FEET; THENCE S88°04'24"E, 34.38 FEET; THENCE N09°21'14"E, 78.78 FEET; THENCE S88°37'45"E, 36.40 FEET; THENCE N61°16'45"E, 78.67 FEET; THENCE N79°11'16"E, 87.21 FEET; THENCE N82°04'48"E, 69.61 FEET; THENCE N60°17'41"E, 102.77 FEET; THENCE S46°03'35"E, 89.04 FEET; THENCE S25°57'33"E, 431.46 FEET; THENCE S46°18'25"E, 100.01 FEET; THENCE S80°46'10"E, 82.69 FEET; THENCE S82°49'12"E, 85.20 FEET; THENCE S39°42'02"E, 45.75 FEET; THENCE S14°23'50"W, 70.58 FEET; THENCE S29°58'34"E, 76.07 FEET; THENCE S23°08'46"E, 39.04 FEET; THENCE S11°00'19"W, 95.71 FEET; THENCE S09°22'14"W, 123.51 FEET; THENCE S09°41'56"E, 80.26 FEET; THENCE S43°34'44"E, 98.73 FEET; THENCE N76°35'25"E, 50.82 FEET; THENCE S62°33'16"E, 86.58 FEET; THENCE S64°36'42"E, 71.30 FEET; THENCE N76°42'30"E, 44.48 FEET; THENCE S32°12'12"E, 957.86 FEET; THENCE S07°10'01"W, 91.08 FEET; THENCE S61°21'16"E, 47.28 FEET; THENCE S40°28'15"E, 120.86 FEET; THENCE S44°33'11"E, 69.24 FEET; THENCE S37°26'37"E, 89.41 FEET; THENCE S07°06'18"E, 113.64 FEET; THENCE S09°52'34"E, 113.85 FEET; THENCE S35°28'16"W, 89.69 FEET; THENCE DEPARTING AFORESAID BOUNDARY OF RECORD RUN S62°41'57"W, 31.33 FEET; THENCE S55°30'08"W, 69.88 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 106.50 FEET AND A CHORD BEARING AND DISTANCE OF S20°29'57"E, 51.52 FEET TO WHICH A RADIAL LINE BEARS N55°30'08"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF

27°59'50", AN ARC DISTANCE OF 52.04 FEET TO THE POINT OF TANGENCY; THENCE S06°30'01"E, 11.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°44'55", AN ARC DISTANCE OF 25.74 FEET TO THE POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 114.00 FEET AND A CHORD BEARING AND DISTANCE OF S68°58'25"W, 116.67 FEET TO WHICH A RADIAL LINE BEARS N09°45'03"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°33'17", AN ARC DISTANCE OF 122.47 FEET TO THE POINT OF TANGENCY; THENCE S38°11'47"W, 152.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°47'04", AN ARC DISTANCE OF 64.53 FEET; THENCE ALONG A NON-TANGENT LINE RUN N51°48'13"W, 236.79 FEET; THENCE N52°03'11"W, 57.14 FEET; THENCE N29°34'50"W, 48.95 FEET; THENCE N26°22'05"W, 36.78 FEET; THENCE N17°23'20"W, 42.18 FEET; THENCE N10°06'56"W, 5.02 FEET; THENCE N07°46'45"W, 37.32 FEET; THENCE N01°08'04"E, 42.27 FEET; THENCE N08°40'26"E, 90.65 FEET; THENCE N81°19'34"W, 495.03 FEET; THENCE N01°46'11"W, 186.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°30'40", AN ARC DISTANCE OF 768.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 478.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'21", AN ARC DISTANCE OF 256.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 521.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°21'56", AN ARC DISTANCE OF 340.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 478.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'06", AN ARC DISTANCE OF 339.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 471.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°47'25", AN ARC DISTANCE OF 278.07 FEET TO THE POINT OF TANGENCY; THENCE N52°02'45"W, 47.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 533.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'38", AN ARC DISTANCE OF 57.46 FEET TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN N00°39'41"E, 1595.06 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 490.00 FEET AND A CHORD BEARING AND DISTANCE OF S53°35'28"E, 26.43 FEET TO WHICH A RADIAL LINE BEARS N34°51'50"E; THENCE DEPARTING SAID WEST LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°05'26", AN ARC DISTANCE OF 26.43 FEET TO THE POINT OF TANGENCY; THENCE S52°02'45"E, 47.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 428.50 FEET; THENCE SOUTHEASTERLY

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°47'25", AN ARC DISTANCE OF 252.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 521.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'06", AN ARC DISTANCE OF 369.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 478.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°37'16", AN ARC DISTANCE OF 255.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°44'39", AN ARC DISTANCE OF 56.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 521.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'21", AN ARC DISTANCE OF 279.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°03'04", AN ARC DISTANCE OF 434.54 FEET; THENCE ALONG A NON-TANGENT LINE RUN N89°36'56"W, 217.37 FEET; THENCE S55°35'11"W, 50.53 FEET; THENCE S84°12'54"W, 100.94 FEET; THENCE N72°14'45"W, 98.60 FEET; THENCE N14°52'35"W, 86.49 FEET; THENCE N02°44'45"E, 41.88 FEET; THENCE N87°27'12"W, 11.46 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N87°27'12"W, 100.00 FEET TO WHICH A RADIAL LINE BEARS S87°27'12"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180°00'00", AN ARC DISTANCE OF 157.08 FEET TO THE POINT OF TANGENCY; THENCE N02°32'48"E, 346.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 106.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°22'07", AN ARC DISTANCE OF 112.21 FEET TO THE POINT OF TANGENCY; THENCE N62°54'55"E, 59.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°11'04", AN ARC DISTANCE OF 31.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.02 TOTAL ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 41 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

ATTEST:

Mayor

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 41

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 1 OF 6

PLAT BOOK

PAGE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 41, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC, AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "L", "M", "N", "O", "P", "Q" AND "R" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) SIGNATURE
PRINT NAME
(2) SIGNATURE
PRINT NAME

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) SIGNATURE
PRINT NAME
(2) SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. – REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

STATEMENT OF REVIEWER

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

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN N00°39'41"E, 1646.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N00°39'41"E, 714.37 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY BOUNDARY WITH THE FOLLOWING COURSES: RUN S30°29'04"E, 19.79 FEET; THENCE S20°37'14"E, 84.19 FEET; THENCE S76°53'11"E, 47.78 FEET; THENCE S36°10'15"E, 68.70 FEET; THENCE S53°58'30"E, 83.28 FEET; THENCE S44°52'44"E, 70.96 FEET; THENCE S03°00'03"W, 85.15 FEET; THENCE S64°52'10"E, 45.25 FEET; THENCE S88°04'24"E, 34.38 FEET; THENCE N09°21'14"E, 78.78 FEET; THENCE S88°37'45"E, 36.40 FEET; THENCE N61°16'45"E, 78.67 FEET; THENCE N79°11'16"E, 87.21 FEET; THENCE N82°04'48"E, 69.61 FEET; THENCE N60°17'41"E, 102.77 FEET; THENCE S46°03'35"E, 89.04 FEET; THENCE S25°57'33"E, 431.46 FEET; THENCE S46°18'25"E, 100.01 FEET; THENCE S80°46'10"E, 82.69 FEET; THENCE S82°49'12"E, 85.20 FEET; THENCE S39°42'02"E, 45.75 FEET; THENCE S14°23'50"W, 70.58 FEET; THENCE S29°58'34"E, 76.07 FEET; THENCE S23°08'46"E, 39.04 FEET; THENCE S11°00'19"W, 95.71 FEET; THENCE S09°22'14"W, 123.51 FEET; THENCE S09°41'56"E, 80.26 FEET; THENCE S43°34'44"E, 98.73 FEET; THENCE N76°35'25"E, 50.82 FEET; THENCE S62°33'16"E, 86.58 FEET; THENCE S64°36'42"E, 71.30 FEET; THENCE N76°42'30"E, 44.48 FEET; THENCE S32°12'12"E, 957.86 FEET; THENCE S07°10'01"W, 91.08 FEET; THENCE S61°21'16"E, 47.28 FEET; THENCE S40°28'15"E, 120.86 FEET; THENCE S44°33'11"E, 69.24 FEET; THENCE S37°26'37"E, 89.41 FEET; THENCE S07°06'18"E, 113.64 FEET; THENCE S09°52'34"E, 113.85 FEET; THENCE S35°28'16"W, 89.69 FEET; THENCE DEPARTING AFORESAID BOUNDARY OF RECORD RUN S62°41'57"W, 31.33 FEET; THENCE S55°30'08"W, 69.88 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 106.50 FEET AND A CHORD BEARING AND DISTANCE OF S20°29'57"E, 51.52 FEET TO WHICH A RADIAL LINE BEARS N55°30'08"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°59'50", AN ARC DISTANCE OF 52.04 FEET TO THE POINT OF TANGENCY; THENCE S06°30'01"E, 11.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°44'55", AN ARC DISTANCE OF 25.74 FEET TO THE POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 114.00 FEET AND A CHORD BEARING AND DISTANCE OF S68°58'25"W, 116.67 FEET TO WHICH A RADIAL LINE BEARS N09°45'03"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°33'17", AN ARC DISTANCE OF 122.47 FEET TO THE POINT OF TANGENCY; THENCE S38°11'47"W, 152.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°47'04", AN ARC DISTANCE OF 64.53 FEET; THENCE ALONG A NON-TANGENT LINE RUN N51°48'13"W, 236.79 FEET; THENCE N52°03'11"W, 57.14 FEET; THENCE N29°34'50"W, 48.95 FEET; THENCE N26°22'05"W, 36.78 FEET; THENCE N17°23'20"W, 42.18 FEET; THENCE N10°06'56"W, 5.02 FEET; THENCE N07°46'45"W, 37.32 FEET; THENCE N01°08'04"E, 42.27 FEET; THENCE N08°40'26"E, 90.65 FEET; THENCE N81°19'34"W, 495.03 FEET; THENCE N01°46'11"W, 186.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°30'40", AN ARC DISTANCE OF 768.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 478.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'21", AN ARC DISTANCE OF 256.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 521.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°21'56", AN ARC DISTANCE OF 340.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 478.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'06", AN ARC DISTANCE OF 339.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 471.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°47'25", AN ARC DISTANCE OF 278.07 FEET TO THE POINT OF TANGENCY; THENCE N52°02'45"W, 47.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 533.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'38", AN ARC DISTANCE OF 57.46 FEET TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN N00°39'41"E, 1595.06 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 490.00 FEET AND A CHORD BEARING AND DISTANCE OF S53°35'28"E, 26.43 FEET TO WHICH A RADIAL LINE BEARS N34°51'50"E; THENCE DEPARTING SAID WEST LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°05'26", AN ARC DISTANCE OF 26.43 FEET TO THE POINT OF TANGENCY; THENCE S52°02'45"E, 47.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 428.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°47'25", AN ARC DISTANCE OF 252.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 521.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'06", AN ARC DISTANCE OF 369.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 478.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°37'16", AN ARC DISTANCE OF 255.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°44'39", AN ARC DISTANCE OF 56.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 521.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'21", AN ARC DISTANCE OF 279.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°03'04", AN ARC DISTANCE OF 434.54 FEET; THENCE ALONG A NON-TANGENT LINE RUN N89°36'56"W, 217.37 FEET; THENCE S55°35'11"W, 50.53 FEET; THENCE S84°12'54"W, 100.94 FEET; THENCE N72°14'45"W, 98.60 FEET; THENCE N14°52'35"W, 86.49 FEET; THENCE N02°44'45"E, 41.88 FEET; THENCE N87°27'12"W, 11.46 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N87°27'12"W, 100.00 FEET TO WHICH A RADIAL LINE BEARS S87°27'12"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180°00'00", AN ARC DISTANCE OF 157.08 FEET TO THE POINT OF TANGENCY; THENCE N02°32'48"E, 346.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 106.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°22'07", AN ARC DISTANCE OF 112.21 FEET TO THE POINT OF TANGENCY; THENCE N62°54'55"E, 59.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°11'04", AN ARC DISTANCE OF 31.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.02 TOTAL ACRES, MORE OR LESS.

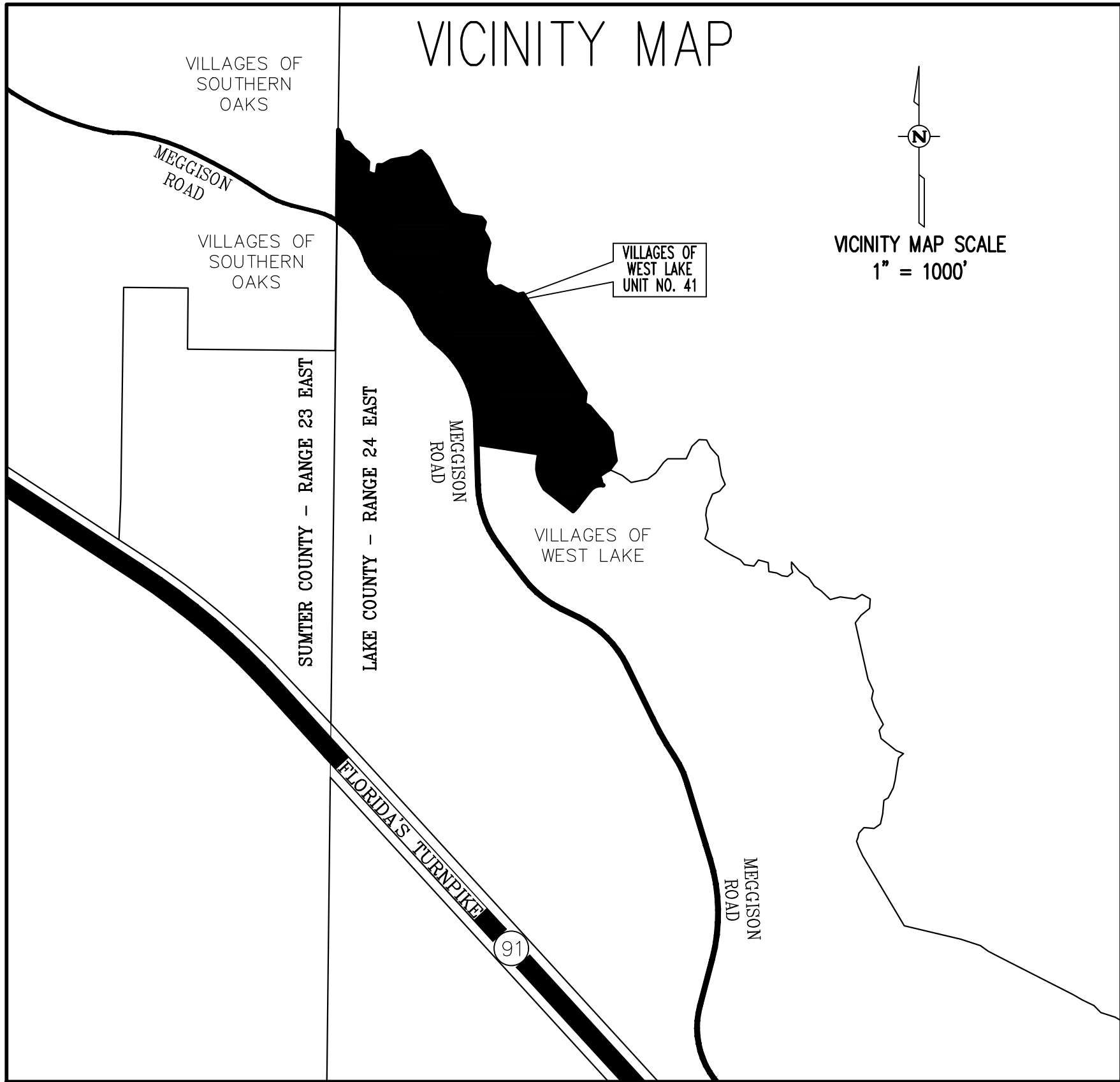
PREPARED BY:



CFB

**CLYMER
FARNER
BARLEY**

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD, WILDWOOD, FL 34785
(850) 748-3196
WWW.CFB-INC.COM CA #4709



101 LOTS – 18 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 00°39'41" EAST.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL DISTANCES SHOWN ARE IN FEET.
- WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- TRACTS "C", "D", "E", "F" AND "G" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- TRACTS "A", "B", "H", "I", "J", "L", "M", "N", "O", "P", "Q" AND "R" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- TRACT "K" IS RESERVED BY THE DEVELOPER.
- THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; AND (E) MAINTENANCE AND REPAIR TO THE EXTERIOR OF THE RETAINING WALLS (BUT NOT ANY RAILINGS LOCATED THEREON) LOCATED ON OR ADJACENT TO: (I) THE WESTERN BOUNDARY OF HOMESITES 1, 70, 71, AND 75 THROUGH 79, AND (II) THE EASTERN BOUNDARY OF HOMESITES 80 AND 81 OF THE SUBDIVISION.
- THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

VILLAGES OF WEST LAKE UNIT NO. 41 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "L", "M", "N", "O", "P", "Q" AND "R" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 41, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE ____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK MAYOR/COMMISSIONER
SIGNATURE SIGNATURE
PRINT NAME PRINT NAME

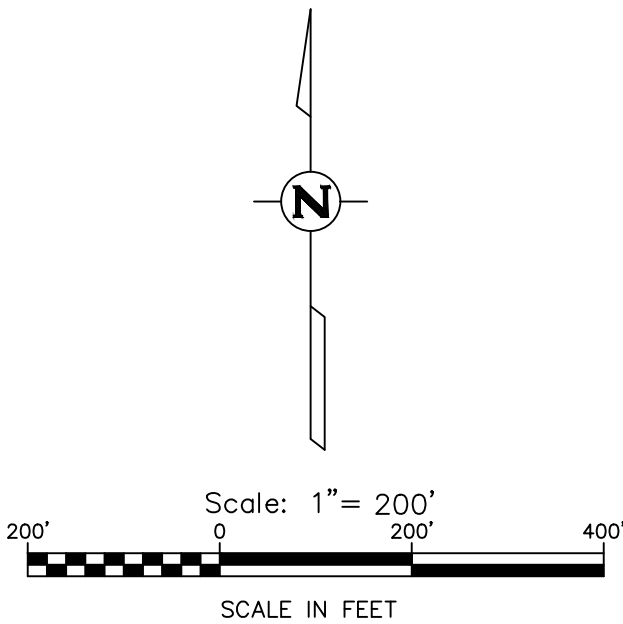
VILLAGES OF WEST LAKE UNIT NO. 41

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 6

PLAT BOOK _____
PAGE _____

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880,
PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)



KEY MAP

SHEET 3

SHEET 4

SHEET 5

SHEET 6

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,772	0.041
B	1,760	0.040
C	68,859	1.581
D	39,079	0.897
E	51,562	1.184
F	17,625	0.405
G	15,765	0.362
H	28,346	0.651
I	71,695	1.646
J	113,393	2.603
K	178,099	4.089
L	55,456	1.273
M	237,160	5.444
N	114,792	2.635
O	64,233	1.475
P	191,741	4.402
Q	240,913	5.531
R	180,007	4.132

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #6.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

SUMTER COUNTY - RANGE 23 EAST

SECTION 1-20-23

LAKE COUNTY - RANGE 24 EAST

SECTION 6-20-24

PLAT BOOK _____
PAGE _____

LINE TABLE		
LINE	LENGTH	BEARING
L8	13.85'	N89°22'07"W
L9	53.86'	S89°22'07"E
L10	34.91'	S11°27'24"W
L11	32.41'	S51°37'00"E
L12	65.31'	S53°08'48"E
L13	23.72'	N0°15'43"W

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880, PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



PREPARED BY:  **CFB** | **CLYMER
FARNER
BARLEY**

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

VILLAGES OF WEST LAKE UNIT NO. 41

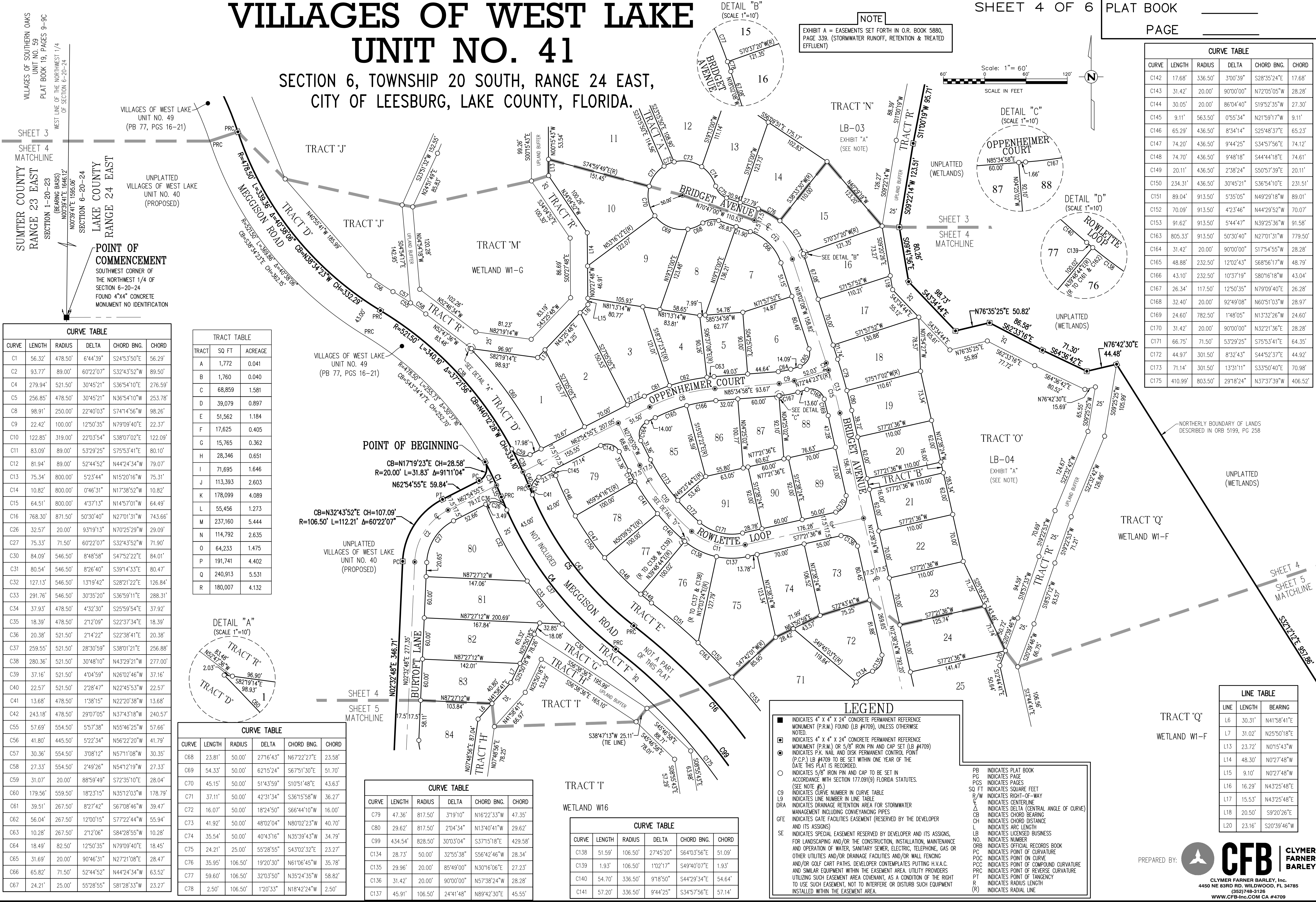
SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 4 OF 6

PLAT BOOK

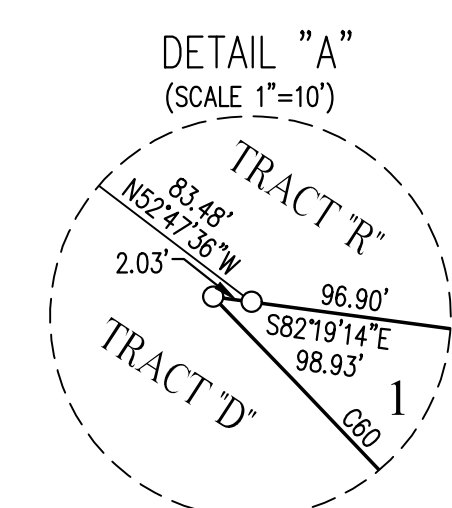
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C142	17.68'	336.50'	3'00"39"	S28°35'24"E	17.68'
C143	31.42'	20.00'	90°00'00"	N72°05'05"W	28.28'
C144	30.05'	20.00'	86°04'40"	S19°52'35"W	27.30'
C145	9.11'	563.50'	0°55'34"	N21°59'17"W	9.11'
C146	65.29'	436.50'	8°34'14"	S25°48'37"E	65.23'
C147	74.20'	436.50'	9°44'25"	S34°57'56"E	74.12'
C148	74.70'	436.50'	9°48'18"	S44°44'18"E	74.61'
C149	20.11'	436.50'	2°38'24"	S50°57'39"E	20.11'
C150	234.31'	436.50'	30°45'21"	S36°54'10"E	231.51'
C151	89.04'	913.50'	5°35'05"	N49°29'18"W	89.01'
C152	70.09'	913.50'	4°23'46"	N44°29'52"W	70.07'
C153	91.62'	913.50'	5°44'47"	N39°25'36"W	91.58'
C163	805.33'	913.50'	50°30'40"	N27°01'31"W	779.50'
C164	31.42'	20.00'	90°00'00"	S17°54'55"W	28.28'
C165	48.88'	232.50'	12°02'43"	S68°56'17"W	48.79'
C166	43.10'	232.50'	10°37'19"	S80°16'18"W	43.04'
C167	26.34'	117.50'	12°50'35"	N79°09'40"E	26.28'
C168	32.40'	20.00'	92°49'08"	N60°51'03"W	28.97'
C169	24.60'	782.50'	1°48'05"	N13°32'26"W	24.60'
C170	31.42'	20.00'	90°00'00"	S32°21'36"E	28.28'
C171	66.75'	71.50'	53°29'25"	S75°53'41"E	64.35'
C172	44.97'	301.50'	8°32'43"	S44°52'37"E	44.92'
C173	71.14'	301.50'	13°31'11"	S33°50'40"E	70.98'
C175	410.99'	803.50'	29°18'24"	N37°37'39"W	406.52'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	56.32'	478.50'	6°44'39"	S24°53'50"E	56.29'
C2	93.77'	89.00'	60°22'07"	S32°43'52"W	89.50'
C4	279.94'	521.50'	30°45'21"	S36°54'10"E	276.59'
C5	256.85'	478.50'	30°45'21"	N36°54'10"W	253.78'
C8	98.91'	250.00'	22°40'03"	S74°14'56"W	98.26'
C9	22.42'	100.00'	12°50'35"	N79°09'40"E	22.37'
C10	122.85'	319.00'	22°03'54"	S38°07'02"E	122.09'
C11	83.09'	89.00'	53°29'25"	S75°53'41"E	80.10'
C12	81.94'	89.00'	52°44'52"	N44°24'34"W	79.07'
C13	75.34'	800.00'	5°23'44"	N15°20'16"W	75.31'
C14	10.82'	800.00'	0°46'31"	N17°38'52"W	10.82'
C15	64.51'	800.00'	4°37'13"	N14°57'01"W	64.49'
C16	768.30'	871.50'	50°30'40"	N27°01'31"W	743.66'
C26	32.57'	20.00'	93°19'13"	N70°25'29"W	29.09'
C27	75.33'	71.50'	60°22'07"	S32°43'52"W	71.90'
C30	84.09'	546.50'	8°48'58"	S47°52'22"E	84.01'
C31	80.54'	546.50'	8°26'40"	S39°14'33"E	80.47'
C32	127.13'	546.50'	13°19'42"	S28°21'22"E	126.84'
C33	291.76'	546.50'	30°35'20"	S36°59'11"E	288.31'
C34	37.93'	478.50'	4°32'30"	S25°59'54"E	37.92'
C35	18.39'	478.50'	2°12'09"	S22°37'34"E	18.39'
C36	20.38'	521.50'	2°14'22"	S22°38'41"E	20.38'
C37	259.55'	521.50'	28°30'59"	S38°01'21"E	256.88'
C38	280.36'	521.50'	30°48'10"	N43°29'21"W	277.00'
C39	37.16'	521.50'	4°04'59"	N26°02'46"W	37.16'
C40	22.57'	521.50'	2°28'47"	N22°45'53"W	22.57'
C41	13.68'	478.50'	1°38'15"	N22°20'38"W	13.68'
C42	243.18'	478.50'	29°07'05"	N37°43'18"W	240.57'
C45	57.69'	554.50'	5°57'38"	N55°46'25"W	57.66'
C46	41.80'	445.50'	5°22'34"	N56°22'20"W	41.79'
C47	30.36'	554.50'	3°08'12"	N57°11'08"W	30.35'
C48	27.33'	554.50'	2°49'26"	N54°12'19"W	27.33'
C49	31.07'	20.00'	88°59'49"	S72°35'10"E	28.04'
C60	179.56'	559.50'	18°23'15"	N35°12'03"W	178.79'
C61	39.51'	267.50'	8°27'42"	S67°08'46"W	39.47'
C62	56.04'	267.50'	12°00'15"	S77°22'44"W	55.94'
C63	10.28'	267.50'	2°12'06"	S84°28'55"W	10.28'
C64	18.49'	82.50'	12°50'35"	N79°09'40"E	18.45'
C65	31.69'	20.00'	90°46'31"	N27°21'08"E	28.47'
C66	65.82'	71.50'	52°44'52"	N44°24'34"W	63.52'
C67	24.21'	25.00'	55°28'55"	S81°28'33"W	23.27'

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	1,772	0.041
B	1,760	0.040
C	68,859	1.581
D	39,079	0.897
E	51,562	1.184
F	17,625	0.405
G	15,765	0.362
H	28,346	0.651
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N	114,792	2.635
O	64,233	1.475
P	191,741	4.402
Q	240,913	5.531
R	180,007	4.132



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C68	23.81'	50.00'	27°16'43"	N67°22'27"E	23.58'
C69	54.33'	50.00'	62°15'24"	S67°51'30"E	51.70'
C70	45.15'	50.00'	51°43'59"	S10°51'48"E	43.63'
C71	37.11'	50.00'	42°31'34"	S36°15'58"W	36.27'
C72	16.07'	50.00'	18°24'50"	S66°44'10"W	16.00'
C73	41.92'	50.00'	48°02'04"	N80°02'23"W	40.70'
C74	35.54'	50.00'	40°43'16"	N35°39'43"W	34.79'
C75	24.21'	25.00'	55°28'55"	S43°02'32"E	23.27'
C76	35.95'	106.50'	19°20'30"	N61°06'45"W	35.78'
C77	59.60'	106.50'	32°03'50"	N35°24'35"W	58.82'
C78	2.50'	106.50'	1°20'33"	N18°42'24"W	2.50'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C79	47.36'	817.50'	3°19'10"	N16°22'33"W	47.35'
C80	29.62'	817.50'	2°04'34"	N13°40'41"W	29.62'
C134	28.73'	50.00'	32°55'38"	S56°42'46"W	28.34'
C135	29.96'	20.00'	85°49'00"	N30°16'06"E	27.23'
C136	31.42'	20.00'	90°00'00"	N57°38'24"W	28.28'
C137	45.91'	106.50'	24°41'48"	N89°42'30"E	45.55'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C138	51.59'	106.50'	27°45'20"	S64°03'56"E	51.09'
C139	1.93'	106.50'	1°02'17"	S49°40'07"E	1.93'
C140	54.70'	336.50'	91°8'50"	S44°29'34"E	54.64'
C141	57.20'	336.50'	9°44'25"	S34°57'56"E	57.14'

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
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- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYING PIPES
- INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTemplates PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB INDICATES PLAT BOOK
PG INDICATES PAGE
POS INDICATES SQUARE FEET
SQ. FT. INDICATES SQUARE FEET
R/W INDICATES RIGHT-OF-WAY
C INDICATES CENTERLINE
Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB INDICATES CHORD BEARING
CH INDICATES CHORD DISTANCE
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PT INDICATES POINT OF TANGENCY
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PREPARED BY:



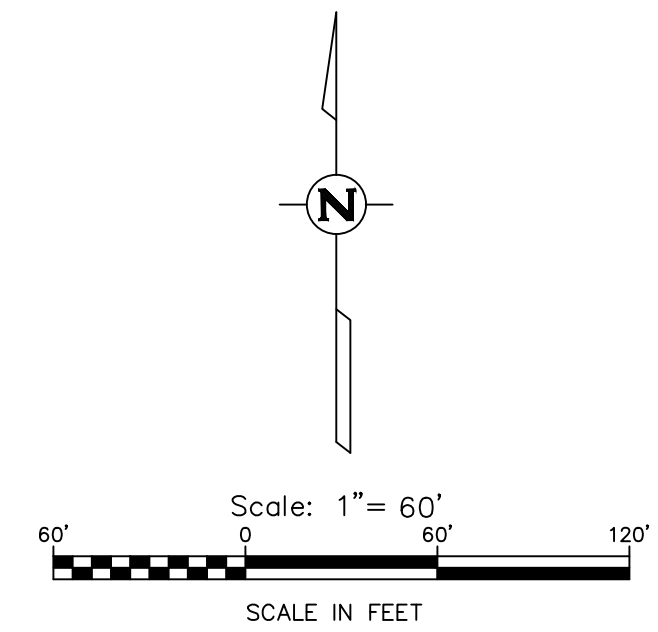
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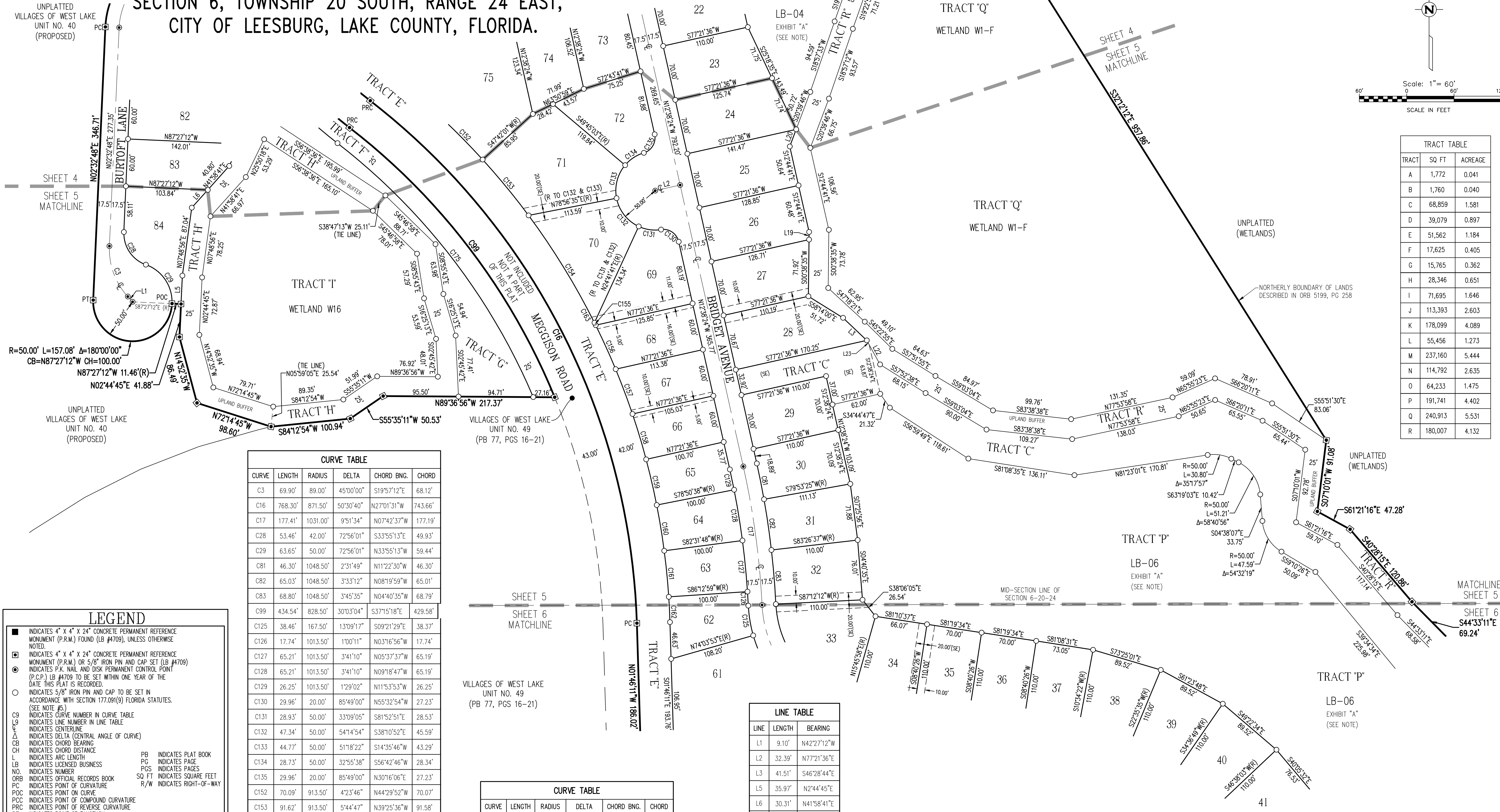
SHEET 5 OF 6

PLAT BOOK

PAGE



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TRACT	SQ FT	ACREAGE
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- INDICATES PLAT BOOK
- INDICATES PAGE
- INDICATES PAGES
- INDICATES SQUARE FEET
- INDICATES RIGHT-OF-WAY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C3	69.90'	89.00'	45°00'00"	S19°57'12"E	68.12'
C16	768.30'	871.50'	50°30'40"	N27°01'31"W	743.66'
C17	177.41'	1031.00'	9°51'34"	N07°42'37"W	177.19'
C28	53.46'	42.00'	72°56'01"	S33°55'13"E	49.93'
C29	63.65'	50.00'	72°56'01"	N33°55'13"W	59.44'
C81	46.30'	1048.50'	2°31'49"	N11°22'30"W	46.30'
C82	65.03'	1048.50'	3°33'12"	N08°19'59"W	65.01'
C83	68.80'	1048.50'	3°45'35"	N04°40'35"W	68.79'
C99	434.54'	828.50'	30°03'04"	S37°15'18"E	429.58'
C125	38.46'	167.50'	1°30'917"	S09°21'29"E	38.37'
C126	17.74'	1013.50'	1°00'11"	N03°16'56"W	17.74'
C127	65.21'	1013.50'	3°41'10"	N05°37'37"W	65.19'
C128	65.21'	1013.50'	3°41'10"	N09°18'47"W	65.19'
C129	26.25'	1013.50'	1°29'02"	N11°53'53"W	26.25'
C130	29.96'	20.00'	85°49'00"	N55°32'54"W	27.23'
C131	28.93'	50.00'	33°09'05"	S81°52'51"E	28.53'
C132	47.34'	50.00'	54°14'54"	S38°10'52"E	45.59'
C133	44.77'	50.00'	51°18'22"	S14°35'46"W	43.29'
C134	28.73'	50.00'	32°55'38"	S56°42'46"W	28.34'
C135	29.96'	20.00'	85°49'00"	N30°16'06"E	27.23'
C152	70.09'	913.50'	4°23'46"	N44°29'52"W	70.07'
C153	91.62'	913.50'	5°44'47"	N39°25'36"W	91.58'
C154	159.90'	913.50'	10°01'45"	N31°32'20"W	159.70'
C155	3.53'	913.50'	0°13'18"	N26°24'49"W	3.53'
C156	61.29'	913.50'	3°50'40"	N24°22'50"W	61.28'
C157	60.59'	913.50'	3°48'01"	N20°33'30"W	60.58'
C158	60.17'	913.50'	3°46'26"	N16°46'17"W	60.16'
C159	59.44'	913.50'	3°43'41"	N13°01'13"W	59.43'
C160	58.77'	913.50'	3°41'10"	N09°18'47"W	58.76'
C161	58.77'	913.50'	3°41'10"	N05°37'37"W	58.76'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C162	32.11'	913.50'	2°00'51"	N02°46'36"W	32.11'
C163	805.33'	913.50'	50°30'40"	N27°01'31"W	779.50'
C175	410.99'	803.50'	2°18'24"	N37°37'39"W	406.52'

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.10'	N42°27'12"W
L2	32.39'	N77°21'36"E
L3	41.51'	S46°28'44"E
L5	35.97'	N2°44'45"E
L6	30.31'	N41°58'41"E
L19	9.78'	S0°38'35"W
L20	23.16'	S20°39'46"W
L22	34.89'	S28°45'16"E
L23	6.30'	S28°45'16"E

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880, PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

VILLAGES OF WEST LAKE UNIT NO. 41

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 6 OF 6

PLAT BOOK

PAGE

LINE TABLE		
LINE	LENGTH	BEARING
L4	25.91'	N6°30'01"W
L21	10.82'	S64°22'33"E

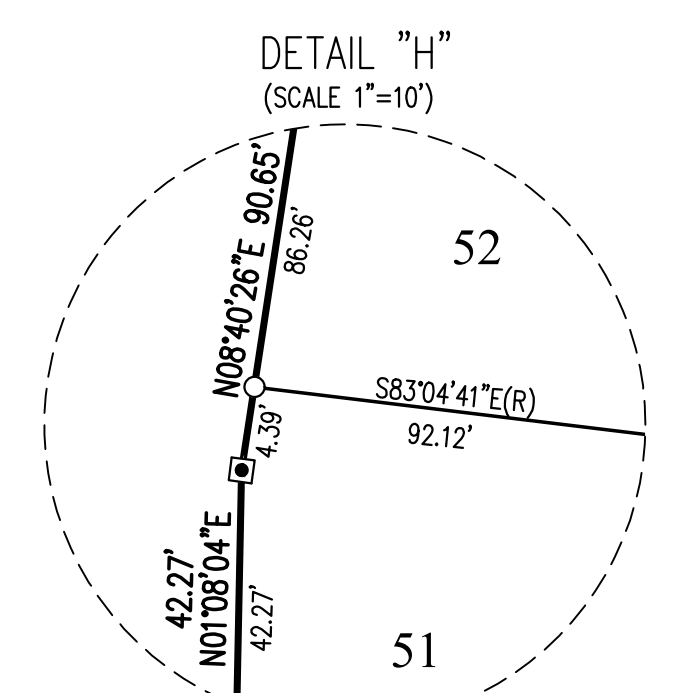
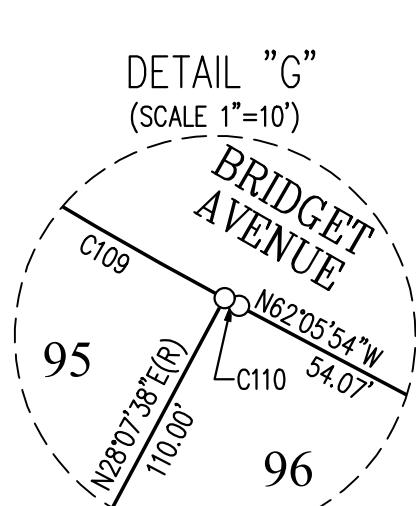
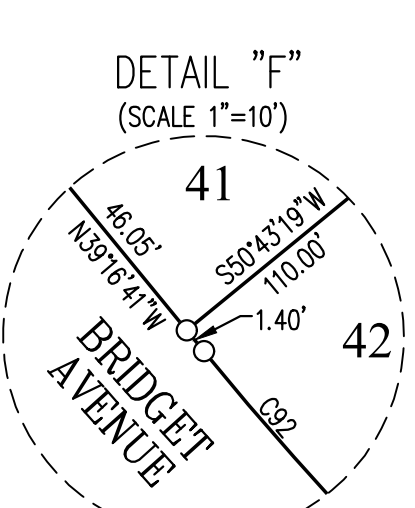
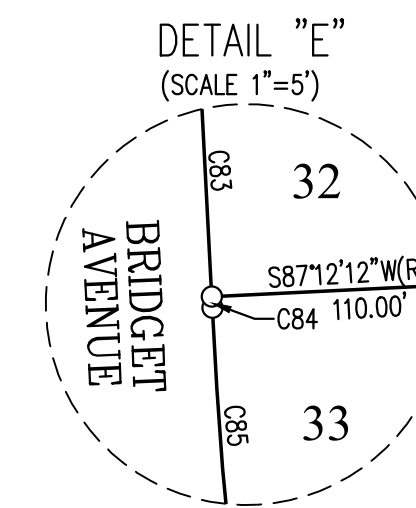
NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880,
PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

Scale: 1" = 60'
60' 0' 60' 120'
SCALE IN FEET

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	1,772	0.041
B	1,760	0.040
C	68,859	1.581
D	39,079	0.897
E	51,562	1.184
F	17,625	0.405
G	15,765	0.362
H	28,346	0.651
I	71,695	1.646
J	113,393	2.603
K	178,099	4.089
L	55,456	1.273
M	237,160	5.444
N	114,792	2.635
O	64,233	1.475
P	191,741	4.402
Q	240,913	5.531
R	180,007	4.132

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C6	122.47'	114.00'	61°33'17"	S68°58'25"W	116.67'
C7	64.53'	475.00'	7°47'04"	S42°05'19"W	64.49'
C18	205.63'	150.00'	78°32'44"	S42°03'12"E	189.90'
C19	220.16'	300.00'	42°02'53"	N60°18'08"W	215.26'
C20	141.57'	300.00'	27°02'13"	N67°48'28"W	140.26'
C21	78.60'	300.00'	15°00'40"	N46°47°01"W	78.37'
C22	43.72'	200.00'	12°31'32"	S45°32'27"E	43.64'
C23	35.94'	200.00'	10°17'41"	S56°57°04"E	35.89'
C24	86.36'	89.00'	55°35'53"	N34°17'58"W	83.01'
C25	229.11'	150.00'	87°30'52"	S08°02'47"E	207.48'
C83	68.80'	1048.50'	3°45'35"	N04°40'35"W	68.79'
C84	0.29'	1048.50'	0°00'57"	N02°47'19"W	0.29'
C85	165.24'	132.50'	71°27'12"	S38°30'26"E	154.74'
C86	16.40'	132.50'	7°05'32"	S77°46'48"E	16.39'
C87	10.52'	317.50'	1°53'56"	N80°22'36"W	10.52'
C88	66.61'	317.50'	12°01'14"	N73°25'01"W	66.49'
C89	66.61'	317.50'	12°01'14"	N61°23'48"W	66.49'
C90	66.61'	317.50'	12°01'14"	N49°22'34"W	66.49'
C91	22.65'	317.50'	4°05'16"	N41°19'19"W	22.65'
C92	39.90'	182.50'	12°31'32"	S45°32'27"E	39.82'
C93	32.79'	182.50'	10°17'41"	S56°57°04"E	32.75'
C94	26.25'	106.50'	14°07'12"	N55°02'19"W	26.18'
C95	25.06'	106.50'	13°28'51"	N41°14'17"W	25.00'
C96	32.33'	114.00'	16°15'05"	N88°22'29"W	32.23'
C97	32.33'	114.00'	16°15'04"	S75°22'26"W	32.23'
C98	57.80'	114.00'	29°03'07"	S52°43'21"W	57.19'
C100	69.38'	71.50'	55°35'53"	N34°17'58"W	66.89'
C101	25.74'	20.00'	73°44'55"	N30°22'26"E	24.00'
C102	31.42'	20.00'	90°00'00"	N83°11'47"E	28.28'
C103	85.79'	132.50'	37°05'49"	S30°12'19"E	84.30'
C104	109.54'	132.50'	47°22'03"	S12°01'37"W	106.45'
C105	34.28'	20.00'	98°12'48"	S84°49'03"W	30.24'
C106	33.52'	282.50'	6°47'53"	N42°40'37"W	33.50'
C107	40.19'	217.50'	10°35'11"	S44°34'17"E	40.13'
C108	7.36'	217.50'	1°56'21"	S50°50'03"E	7.36'
C109	38.22'	217.50'	10°04'08"	S56°50'17"E	38.17'
C110	0.86'	217.50'	0°13'33"	S61°59'08"E	0.86'
C111	31.42'	20.00'	90°00'00"	N06°48'13"W	28.28'
C112	9.02'	167.50'	3°05'11"	S50°15'38"E	9.02'
C113	54.22'	167.50'	18°32'47"	S39°26'39"E	53.98'
C114	54.22'	167.50'	18°32'47"	S20°53'52"E	53.98'
C115	54.22'	167.50'	18°32'47"	S02°21'04"E	53.98'
C116	54.22'	167.50'	18°32'47"	S16°11'43"W	53.98'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C117	29.94'	167.50'	10°14'33"	S30°35'23"W	29.90'
C118	34.28'	20.00'	98°12'48"	N13°23'45"W	30.24'
C119	75.20'	282.50'	15°15'08"	N70°07'43"W	74.98'
C120	17.61'	282.50'	3°34'17"	N79°32'26"W	17.61'
C121	22.56'	167.50'	7°42'55"	S77°28'07"E	22.54'
C122	53.83'	167.50'	18°24'45"	S64°24'17"E	53.60'
C123	59.36'	167.50'	20°18'19"	S45°02'45"E	59.05'
C124	55.42'	167.50'	18°57'28"	S25°24'51"E	55.17'
C125	38.46'	167.50'	13°09'17"	S09°21'29"E	38.37'
C126	17.74'	1013.50'	1°00'11"	N03°16'56"W	17.74'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C127	65.21'	1013.50'	3°41'10"	N05°37'37"W	65.19'
C161	58.77'	913.50'	3°41'10"	N05°37'37"W	58.76'
C162	32.11'	913.50'	2°00'51"	N02°46'36"W	32.11'
C163	805.33'	913.50'	50°30'40"	N27°01'31"W	779.50'
C174	7.05'	132.50'	3°02'59"	S50°16'44"E	7.05'

LEGEND

■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.

□ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)

● INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.

○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)

C9 INDICATES CURVE NUMBER IN CURVE TABLE

L9 INDICATES LINE NUMBER IN LINE TABLE

Δ INDICATES CENTERLINE

 CB INDICATES DELTA (CENTRAL ANGLE OF CURVE) CH INDICATES CHORD BEARING CH INDICATES CHORD DISTANCE L INDICATES ARC LENGTH LB INDICATES LICENSED BUSINESS NO. INDICATES NUMBER ORB INDICATES OFFICIAL RECORDS BOOK PC INDICATES POINT OF CURVATURE POC INDICATES POINT ON CURVE PRC INDICATES POINT OF REVERSE CURVATURE PT INDICATES POINT OF TANGENCY R INDICATES RADIUS LENGTH (R) INDICATES RADIAL LINE DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS) SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. | PB INDICATES PLAT BOOK PC INDICATES PAGE PCS INDICATES PAGES SO FT INDICATES SQUARE FEET R/W INDICATES RIGHT-OF-WAY |

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 42, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 42)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 42 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 57 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 42 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:39:30 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 42, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 42)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 42 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 190.89 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 1182.95 FEET TO THE POINT OF BEGINNING; THENCE S81°19'34"E, 495.03 FEET; THENCE S08°40'26"W, 90.65 FEET; THENCE S01°08'04"W, 42.27 FEET; THENCE S07°46'45"E, 37.32 FEET; THENCE S10°06'56"E, 5.02 FEET; THENCE S17°23'20"E, 42.18 FEET; THENCE S26°22'05"E, 36.78 FEET; THENCE S29°34'50"E, 48.95 FEET; THENCE S52°03'11"E, 57.14 FEET; THENCE S51°48'13"E, 132.87 FEET; THENCE S60°25'10"W, 314.45 FEET; THENCE S33°43'29"E, 101.26 FEET; THENCE S63°06'57"W, 273.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°53'35", AN ARC DISTANCE OF 27.89 FEET TO THE POINT OF TANGENCY; THENCE N36°59'27"W, 34.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°13'17", AN ARC DISTANCE OF 509.30 FEET TO THE POINT OF TANGENCY; THENCE N01°46'11"W, 338.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.18 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 42 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

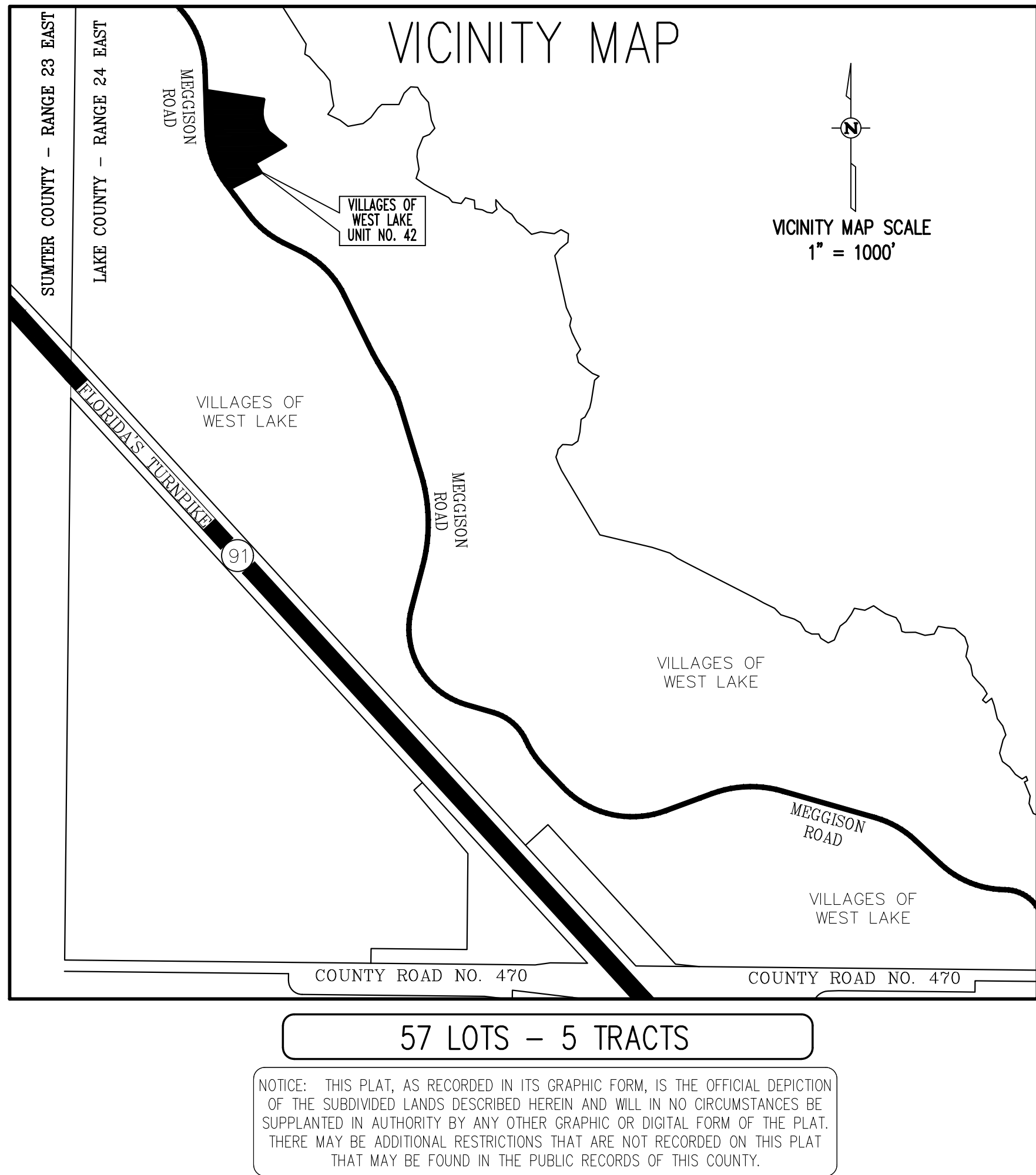
Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 42

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



57 LOTS – 5 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°46'14"W, 100.89 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 1182.95 FEET TO THE POINT OF BEGINNING; THENCE S81°19'34"E, 495.03 FEET; THENCE S08°40'26"W, 90.65 FEET; THENCE S01°08'04"W, 42.27 FEET; THENCE S07°46'45"E, 37.32 FEET; THENCE S10°06'56"E, 5.02 FEET; THENCE S17°23'20"E, 42.18 FEET; THENCE S26°22'05"E, 36.78 FEET; THENCE S29°34'50"E, 48.95 FEET; THENCE S52°03'11"E, 57.14 FEET; THENCE S51°48'13"E, 132.87 FEET; THENCE S60°25'10"W, 314.45 FEET; THENCE S33°43'29"E, 101.26 FEET; THENCE S63°06'57"W, 273.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°53'35", AN ARC DISTANCE OF 27.89 FEET TO THE POINT OF TANGENCY; THENCE N36°59'27"W, 34.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°13'17", AN ARC DISTANCE OF 509.30 FEET TO THE POINT OF TANGENCY; THENCE N01°46'11"W, 338.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.18 ACRES, MORE OR LESS.

VILLAGES OF WEST LAKE UNIT NO. 42 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D" AND "E" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 42, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: MARTIN L. DZURO, MANAGER

SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

PREPARED BY:



CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(852) 748-3126
WWW.CFB-INC.COM CA #4709

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 42, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) SIGNATURE

PRINT NAME

(2) SIGNATURE

PRINT NAME

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) SIGNATURE

PRINT NAME

(2) SIGNATURE

PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

BY: C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

DATE:

KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. – REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

SIGNATURE DATE:

PRINT NAME, REGISTRATION NUMBER
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 00°45'14" EAST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "C", "D" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE EXTERIOR OF THE RETAINING WALLS (BUT NOT ANY RAILINGS LOCATED THEREON) LOCATED ON OR ADJACENT TO TRACT A OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS D AND E OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE ____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK

MAYOR/COMMISSIONER

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

VILLAGES OF WEST LAKE
UNIT NO. 42

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2

PLAT BOOK

PAGE

POINT OF
COMMENCEMENT

NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

SUMTER COUNTY - RANGE 23 EAST

WEST LINE OF THE SOUTHWEST 1/4
OF SECTION 6-20-24

SECTION 1-20-23

SECTION 6-20-24

LAKE COUNTY - RANGE 24 EAST

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	39,416	0.905
B	1,712	0.039
C	71	0.002
D	70	0.002
E	76	0.002

LINE TABLE		
LINE	LENGTH	BEARING
L1	42.50'	N8°40'26"E
L2	38.20'	N36°59'27"W
L3	40.36'	S8°48'17"E
L4	40.00'	S1°46'11"E

LEGEND

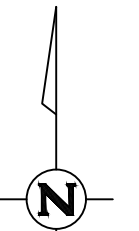
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. WALL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(1)(9) FLORIDA STATUTES. (SEE NOTE #6.)
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- INDICATES CHORD BEARING
- INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- INDICATES LICENSED BUSINESS
- INDICATES NUMBER
- INDICATES OFFICIAL RECORDS BOOK
- INDICATES POINT OF CURVATURE
- INDICATES POINT ON CURVE
- INDICATES POINT OF COMPOUND CURVATURE
- INDICATES POINT OF REVERSE CURVATURE
- INDICATES POINT OF TANGENCY
- INDICATES RADIUS LENGTH
- INDICATES RADIAL LINE
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

PREPARED BY:



CLYMER FARNER BARLEY, INC.
4450 NE 83RD RD, WILDOOD, FL 34785
(889) 748-3126
WWW.CFB-INC.COM CA #4709

CLYMER FARNER BARLEY



Scale: 1" = 60'
0 60 120
SCALE IN FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	28.02'	700.00'	2°17'35"	S32°34'42"E	28.01'
C2	362.39'	700.00'	29°39'44"	S16°36'02"E	358.36'
C3	7.75'	42.50'	10°26'36"	S03°27'08"W	7.74'
C4	245.04'	367.00'	38°15'17"	S10°27'11"E	240.51'
C5	29.21'	367.00'	4°33'39"	S06°23'38"W	29.21'
C6	215.82'	367.00'	33°41'39"	S12°44'00"E	212.73'
C7	34.24'	25.00'	78°27'47"	N23°53'04"E	31.62'
C8	8.02'	25.00'	18°22'40"	N24°32'10"W	7.98'
C9	1.36'	786.50'	0°05'56"	S36°56'29"E	1.36'
C10	40.02'	786.50'	2°54'56"	S35°26'03"E	40.02'
C11	47.07'	786.50'	3°25'44"	S32°15'43"E	47.06'
C12	47.52'	786.50'	3°27'42"	S28°49'01"E	47.51'
C13	29.33'	717.50'	2°20'33"	S32°33'13"E	29.33'
C14	40.15'	717.50'	3°12'21"	S29°46'46"E	40.14'
C15	46.87'	786.50'	3°24'51"	S25°22'44"E	46.86'
C16	46.82'	786.50'	3°24'38"	S21°58'00"E	46.81'
C17	40.26'	717.50'	3°12'55"	S26°34'08"E	40.26'
C18	40.28'	717.50'	3°12'59"	S23°21'10"E	40.27'
C19	46.63'	786.50'	3°23'50"	S18°33'46"E	46.63'
C20	46.42'	786.50'	3°22'54"	S15°10'24"E	46.41'
C21	40.27'	717.50'	3°12'57"	S20°08'12"E	40.27'
C22	40.24'	717.50'	3°12'49"	S16°55'19"E	40.24'
C23	46.17'	786.50'	3°21'49"	S11°48'03"E	46.17'
C24	45.96'	786.50'	3°20'54"	S08°26'41"E	45.96'
C25	40.25'	717.50'	3°12'51"	S13°42'29"E	40.25'
C26	40.24'	717.50'	3°12'48"	S10°29'40"E	40.23'
C27	45.72'	786.50'	3°19'51"	S05°06'19"E	45.72'
C28	22.93'	786.50'	1°40'13"	S02°36'17"E	22.93'
C29	40.10'	717.50'	3°12'09"	S07°17'12"E	40.10'
C30	40.14'	717.50'	3°12'20"	S04°04'57"E	40.14'
C31	8.90'	717.50'	0°42'37"	S02°07'29"E	8.90'
C32	10.94'	60.00'	10°26'36"	S03°27'08"W	10.92'
C33	23.56'	15.00'	90°00'00"	N36°19'34"W	21.21'
C34	23.56'	15.00'	90°00'00"	N53°40'26"E	21.21'
C35	22.87'	349.50'	3°44'55"	S06°47'58"W	22.86'
C36	56.95'	349.50'	9°20'11"	S00°15'25"W	56.89'
C37	57.03'	349.50'	9°20'58"	S09°05'09"E	56.97'
C38	56.83'	349.50'	9°19'00"	S18°25'08"E	56.77'
C39	39.67'	349.50'	6°30'12"	S26°19'44"E	39.65'
C40	23.56'	15.00'	90°00'00"	S74°34'50"E	21.21'
C41	41.08'	25.00'	94°08'40"	S13°20'51"W	36.61'
C42	2.05'	25.00'	4°41'46"	S36°04'23"E	2.05'
C43	34.24'	25.00'	78°27'47"	S77°39'09"E	31.62'
C44	40.03'	25.00'	91°43'59"	S73°42'50"E	35.89'
C45	40.57'	682.50'	3°24'22"	S26°08'39"E	40.57'
C46	48.28'	682.50'	4°03'12"	S22°24'53"E	48.27'
C47	45.93'	682.50'	3°51'22"	S18°27'36"E	45.92'
C48	46.45'	682.50'	3°53'58"	S14°34'56"E	46.44'
C49	46.59'	682.50'	3°54'40"	S10°40'37"E	46.58'
C50	46.07'	682.50'	3°52'04"	S06°47'15"E	46.06'
C51	36.74'	682.50'	3°05'03"	S03°18'42"E	36.73'
C52	43.83'	25.00'	100°28'36"	S48°27'08"W	38.43'
C53	34.87'	25.00'	79°55'08"	N41°22'00"W	32.11'
C54	25.03'	384.50'	3°43'46"	S03°16'19"E	25.02'
C55	40.30'	384.50'	6°00'21"	S08°08'23"E	40.29'
C56	43.18'	384.50'	6°26'03"	S14°21'35"E	43.16'
C57	42.82'	384.50'	6°22'52"	S20°46'03"E	42.80'
C58	37.73'	384.50'	5°37'21"	S26°46'09"E	37.72'
C59	39.27'	25.00'	90°00'00"	N15°25'10"E	35.36'

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 43, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 43)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 43 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 45 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 43 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:40:25 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 43, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 43)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 43 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1264.40 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 1575.25 FEET TO THE POINT OF BEGINNING; THENCE N36°59'27"W, 208.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°06'25", AN ARC DISTANCE OF 34.94 FEET TO THE POINT OF TANGENCY; THENCE N63°06'57"E, 291.35 FEET; THENCE S33°43'29"E, 92.66 FEET; THENCE N63°06'57"E, 185.78 FEET; THENCE N68°55'28"E, 66.46 FEET; THENCE S52°34'21"E, 450.89 FEET; THENCE S37°25'39"W, 518.69 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 871.50 FEET AND A CHORD BEARING AND DISTANCE OF N63°21'52"W, 19.52 FEET TO WHICH A RADIAL LINE BEARS N27°16'39"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°17'01", AN ARC DISTANCE OF 19.52 FEET TO THE POINT OF TANGENCY; THENCE N64°00'22"W, 163.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°00'55", AN ARC DISTANCE OF 390.64 FEET TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

CONTAINING 8.07 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 43 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 43

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 43, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE BY: _____
PRINT NAME MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE BY: _____
PRINT NAME C. DALE BORROWMAN,
CHAIR

(2) _____
SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. – REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1264.40 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 1575.25 FEET TO THE POINT OF BEGINNING; THENCE N36°59'27"W, 208.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°06'25", AN ARC DISTANCE OF 34.94 FEET TO THE POINT OF TANGENCY; THENCE N63°06'57"E, 291.35 FEET; THENCE S33°43'29"E, 92.66 FEET; THENCE N63°06'57"E, 185.78 FEET; THENCE N68°55'28"E, 66.46 FEET; THENCE S52°34'21"E, 450.89 FEET; THENCE S37°25'39"W, 518.69 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 871.50 FEET AND A CHORD BEARING AND DISTANCE OF N63°21'52"W, 19.52 FEET TO WHICH A RADIAL LINE BEARS N27°16'39"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°17'01", AN ARC DISTANCE OF 19.52 FEET TO THE POINT OF TANGENCY; THENCE N64°00'22"W, 163.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°00'55", AN ARC DISTANCE OF 390.64 FEET TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

CONTAINING 8.07 ACRES, MORE OR LESS.

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°45'14" WEST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

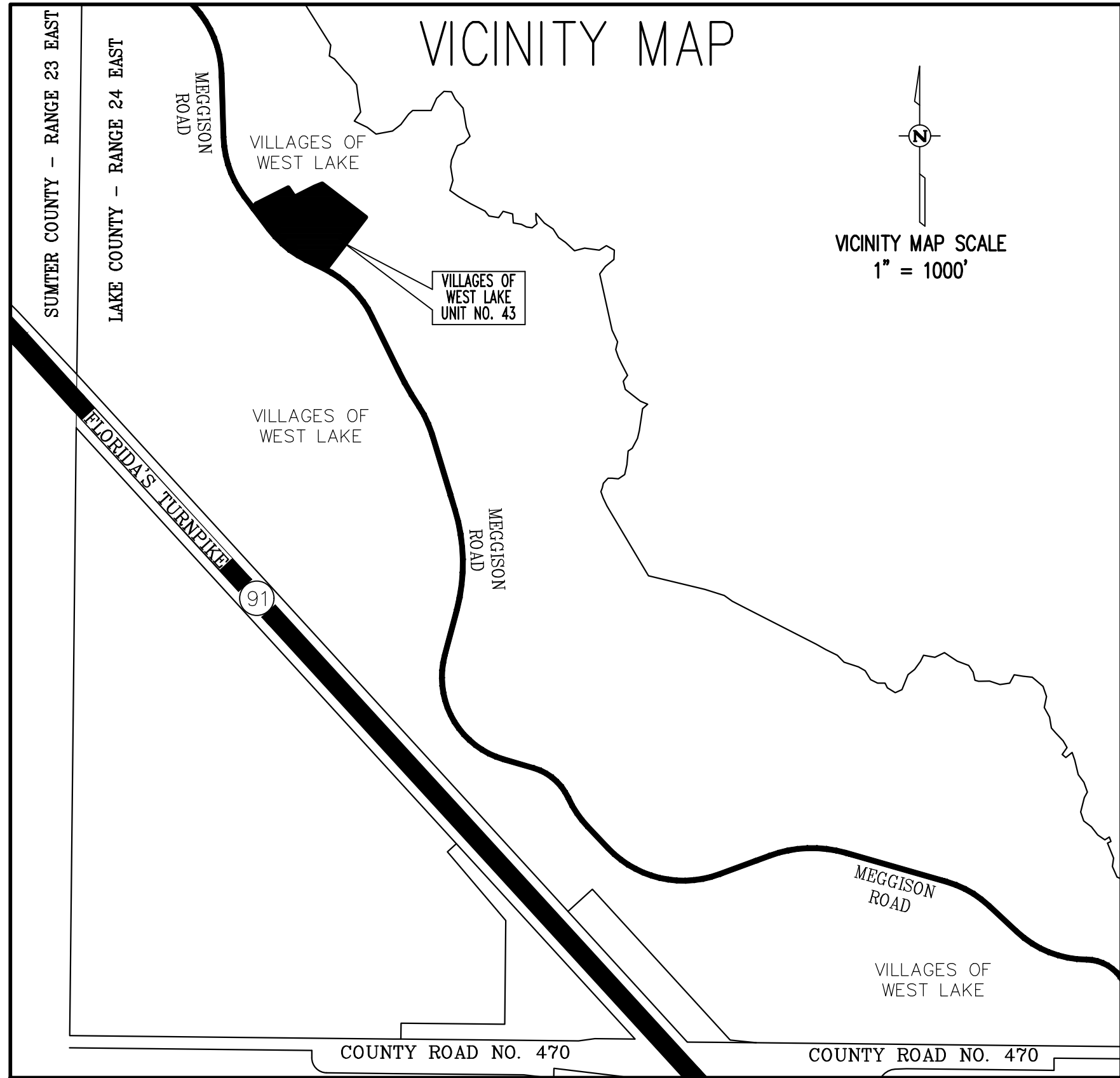
7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "C" "D" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS A AND B OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C, D, AND E OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.



45 LOTS – 5 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

VILLAGES OF WEST LAKE UNIT NO. 43 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D" AND "E" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 43, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME
BY: _____
MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE _____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK MAYOR/COMMISSIONER
SIGNATURE SIGNATURE
PRINT NAME PRINT NAME

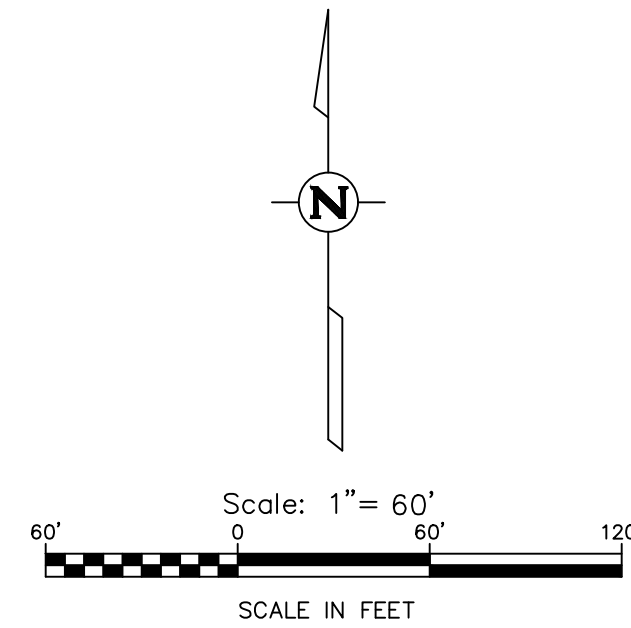
VILLAGES OF WEST LAKE UNIT NO. 43

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2

PLAT BOOK

PAGE



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	34,536	0.793
B	1,101	0.025
C	78	0.002
D	70	0.002
E	71	0.002

POINT OF COMMENCEMENT
NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

WEST LINE OF THE SOUTHWEST 1/4
OF SECTION 6-20-24

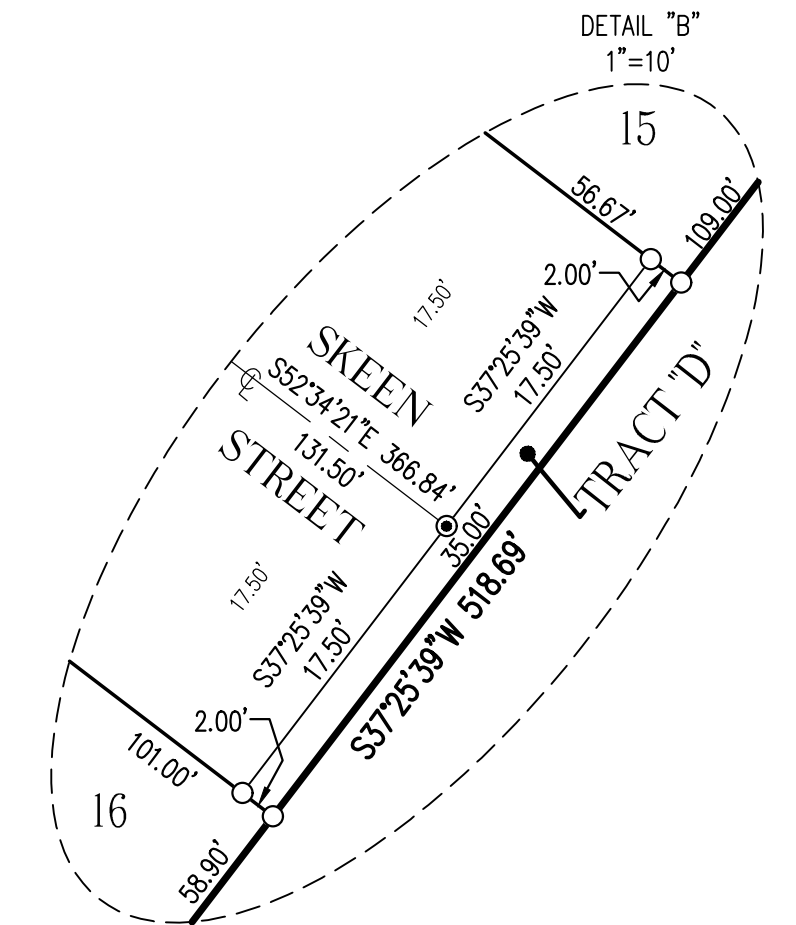
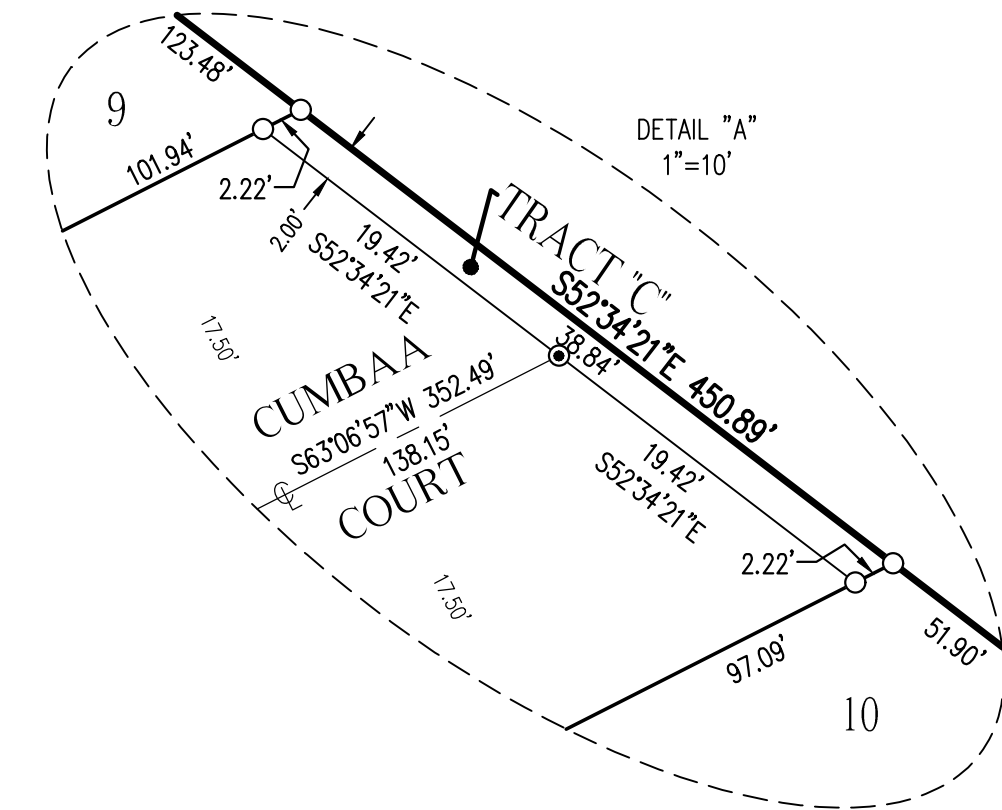
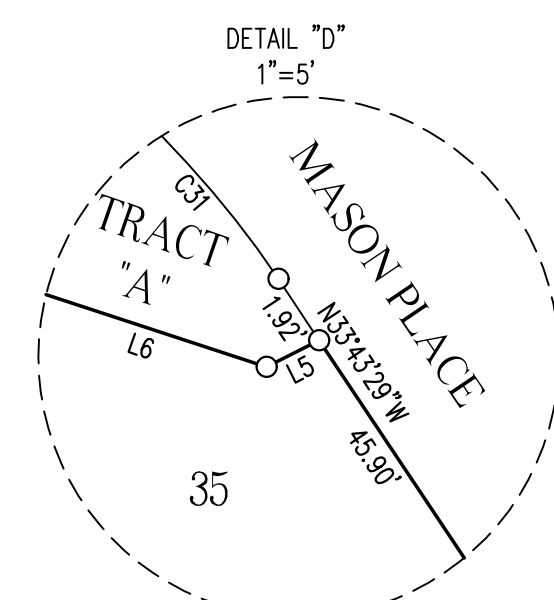
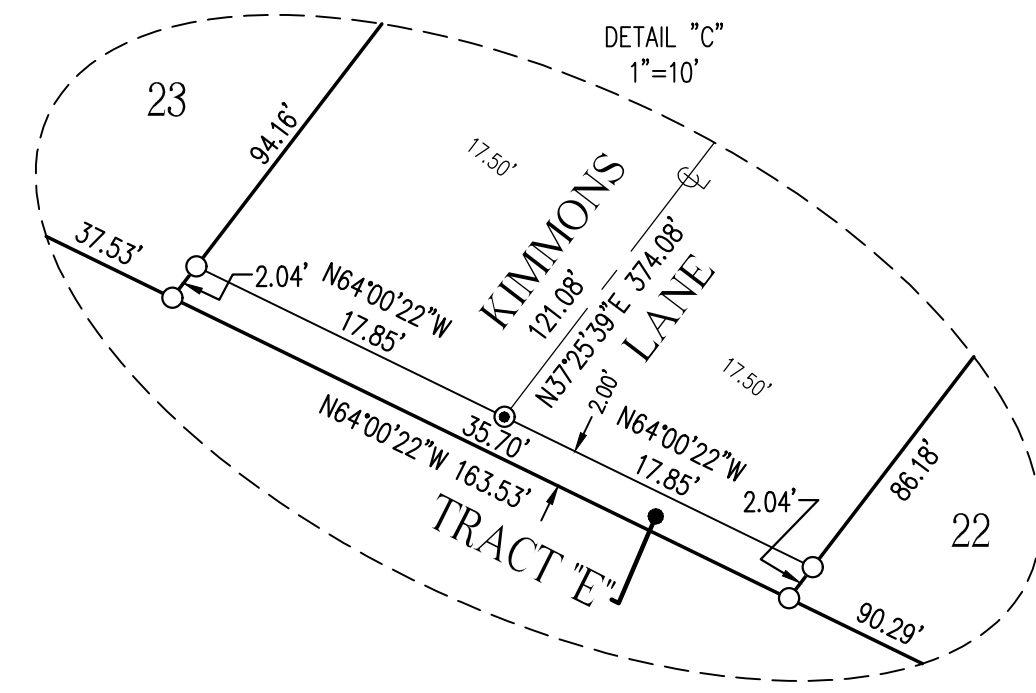
S00°45'14"W 1264.40'
(BEARING BASIS)

R=20.00' L=34.94'
Δ=100°06'25"
CB=N13°03'45"E
CH=30.67'

POINT OF BEGINNING

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- CB INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CH INDICATES CHORD BEARING
- L INDICATES CHORD DISTANCE
- LB INDICATES ARC LENGTH
- NO. INDICATES LICENSED BUSINESS
- ORB INDICATES INDICATES NUMBER
- PC INDICATES OFFICIAL RECORDS BOOK
- POC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PRC INDICATES POINT OF COMPOUND CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SO FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY



LINE TABLE		
LINE	LENGTH	BEARING
L1	16.68'	S18°06'57\"W
L2	2.91'	N33°43'29\"W
L3	25.29'	N63°06'57\"E
L4	17.80'	N68°55'28\"E
L5	1.53'	S63°06'57\"W
L6	19.69'	N71°53'03\"W
L7	39.81'	N63°06'57\"E
L8	45.80'	N63°06'57\"E
L9	22.78'	S38°26'09\"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	6.20'	25.00'	14°12'48"	S26°37'05"E	6.19'
C2	37.15'	382.50'	5°33'54"	S36°30'26"E	37.14'
C3	38.37'	382.50'	5°44'49"	S42°09'48"E	38.35'
C4	37.91'	25.00'	86°52'42"	S88°28'34"E	34.38'
C5	27.94'	106.50'	15°01'52"	S55°36'02"W	27.86'
C6	30.29'	15.00'	115°41'19"	S05°16'18"W	25.40'
C7	23.56'	15.00'	90°00'00"	S82°25'39"W	21.21'
C8	27.98'	913.50'	1°45'17"	S63°07'43"W	27.98'
C9	18.20'	786.50'	1°19'34"	S63°20'35"E	18.20'
C10	23.56'	15.00'	90°00'00"	N07°34'21"W	21.21'
C11	40.46'	786.50'	2°56'51"	S61°12'23"E	40.46'
C12	40.20'	786.50'	2°55'43"	S58°16'05"E	40.20'
C13	40.05'	786.50'	2°55'04"	S55°20'42"E	40.05'
C14	50.01'	786.50'	3°38'36"	S52°03'52"E	50.00'
C15	40.09'	786.50'	2°55'14"	S48°46'57"E	40.09'
C16	46.47'	786.50'	3°23'07"	S45°37'46"E	46.46'
C17	39.20'	417.50'	5°22'48"	S49°52'57"E	39.19'
C18	59.89'	786.50'	4°21'47"	S41°45'20"E	59.88'
C19	35.46'	786.50'	2°34'59"	S38°16'57"E	35.46'
C20	38.43'	417.50'	5°16'27"	S44°33'19"E	38.42'
C21	38.46'	417.50'	5°16'43"	S39°16'44"E	38.45'
C22	21.24'	417.50'	2°54'53"	S35°10'56"E	21.24'
C23	50.48'	25.00'	115°41'19"	S05°16'18"W	42.33'
C24	39.27'	25.00'	90°00'00"	N82°25'39"E	35.36'
C25	39.27'	25.00'	90°00'00"	N07°34'21"W	35.36'
C26	28.06'	25.00'	64°18'42"	N84°43'42"W	26.61'
C27	131.58'	400.00'	18°50'52"	S43°08'55"E	130.99'
C28	124.54'	400.00'	17°50'22"	S42°38'40"E	124.04'
C29	7.04'	400.00'	1°00'30"	S52°04'06"E	7.04'
C30	38.34'	89.00'	24°40'49"	S50°46'33"W	38.04'
C31	36.29'	25.00'	83°09'33"	N75°18'16"W	33.18'
C32	36.05'	25.00'	82°37'38"	S21°48'08"W	33.01'

PREPARED BY:



CLYMER FARNIER BARLEY
CLYMER FARNIER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 45, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 45)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 45 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 45 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 45 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:41:03 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 45, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 45)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 45 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1486.52 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 2413.69 FEET TO THE POINT OF BEGINNING; THENCE N37°25'39"E, 504.96 FEET; THENCE S52°34'21"E, 498.00 FEET; THENCE S37°25'39"W, 390.16 FEET; THENCE S32°39'57"E, 95.67 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 382.50 FEET AND A CHORD BEARING AND DISTANCE OF S51°09'56"W, 169.83 FEET TO WHICH A RADIAL LINE BEARS S51°39'40"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°39'12", AN ARC DISTANCE OF 171.26 FEET TO THE POINT OF TANGENCY; THENCE S63°59'32"W, 80.70 FEET; THENCE N32°39'57"W, 309.84 FEET; THENCE N39°09'00"W, 152.09 FEET; THENCE N41°30'52"W, 73.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.90 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 45 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

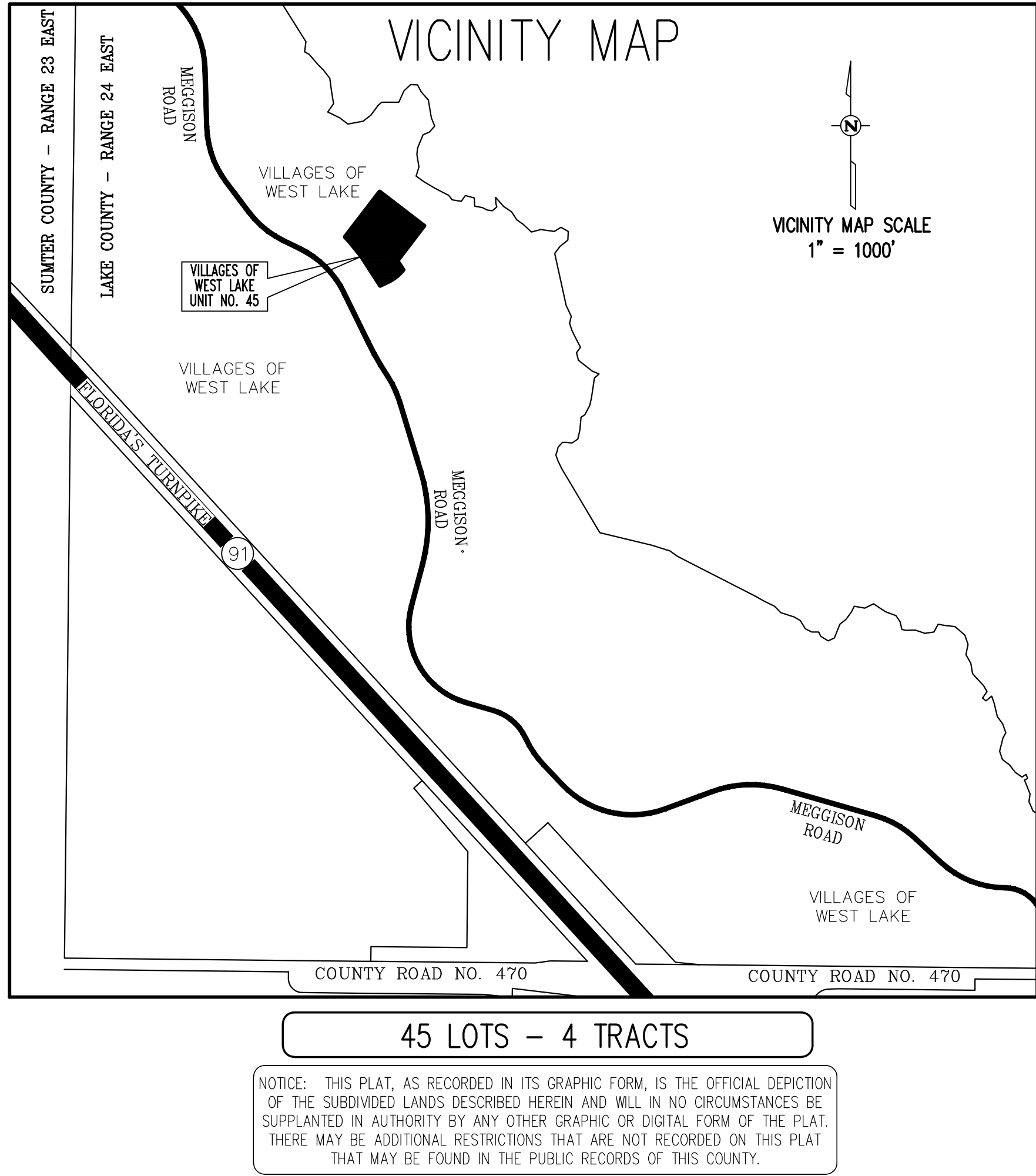
Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 45

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1486.52 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 2413.69 FEET TO THE POINT OF BEGINNING; THENCE N37°25'39"E, 504.96 FEET; THENCE S52°34'21"E, 498.00 FEET; THENCE S37°25'39"W, 390.16 FEET; THENCE S32°39'57"E, 95.67 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 382.50 FEET AND A CHORD BEARING AND DISTANCE OF S51°09'56"W, 169.83 FEET TO WHICH A RADIAL LINE BEARS S51°39'40"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°39'12", AN ARC DISTANCE OF 171.26 FEET TO THE POINT OF TANGENCY; THENCE S63°59'32"W, 80.70 FEET; THENCE N32°39'57"W, 309.84 FEET; THENCE N39°09'00"W, 152.09 FEET; THENCE N41°30'52"W, 73.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.90 ACRES, MORE OR LESS.

VILLAGES OF WEST LAKE UNIT NO. 45 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C" AND "D" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 45, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
MARTIN L. DZURO, MANAGER

SIGNATURE _____
PRINT NAME _____
SIGNATURE _____
PRINT NAME _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°45'14" WEST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "C" AND "D" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS A AND B OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C AND D OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 45, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C" AND "D" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) SIGNATURE _____
PRINT NAME _____
(2) SIGNATURE _____
PRINT NAME _____
BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) SIGNATURE _____
PRINT NAME _____
BY: _____
C. DALE BORROWMAN,
CHAIR

(2) SIGNATURE _____
PRINT NAME _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. - REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. - REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

_____, DATE: _____
SIGNATURE _____
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

PREPARED BY:



CFB

**CLYMER
FARNER
BARLEY**

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(850) 748-3196
WWW.CFB-INC.COM CA #4709

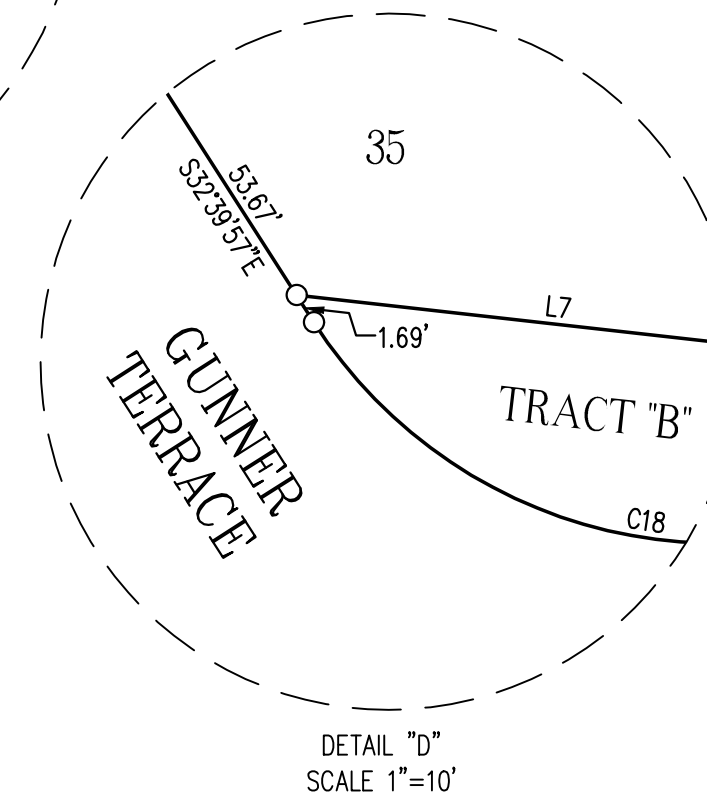
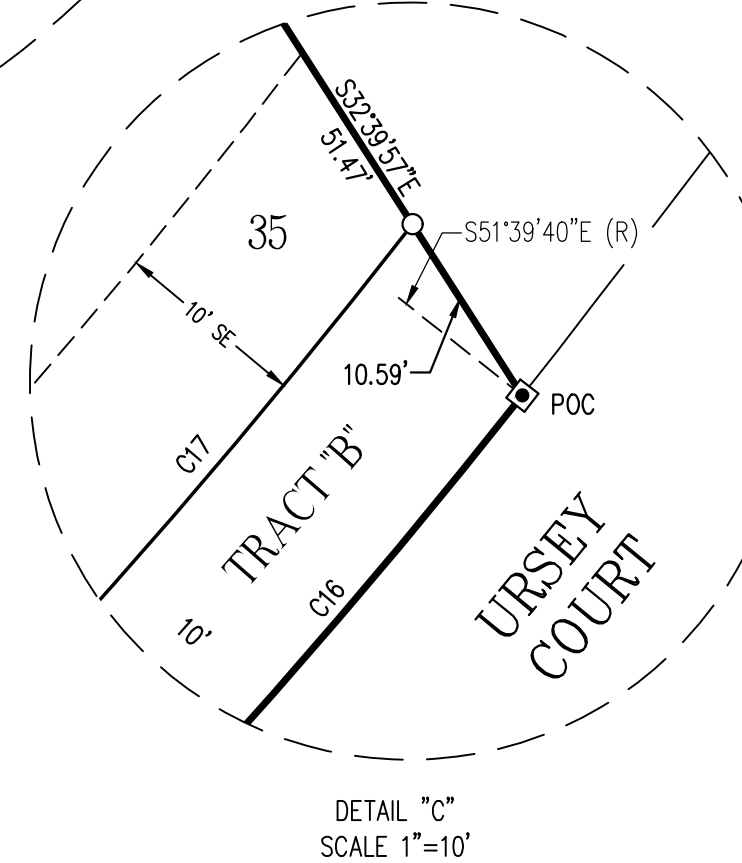
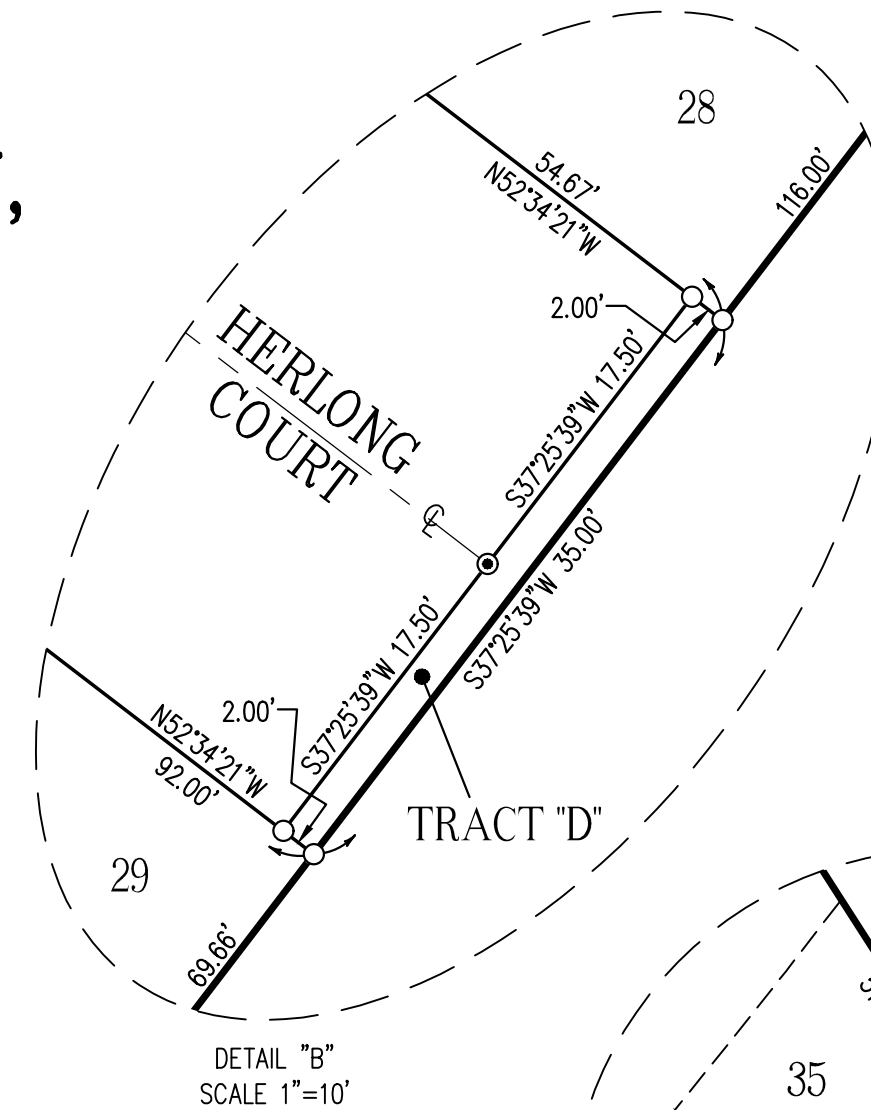
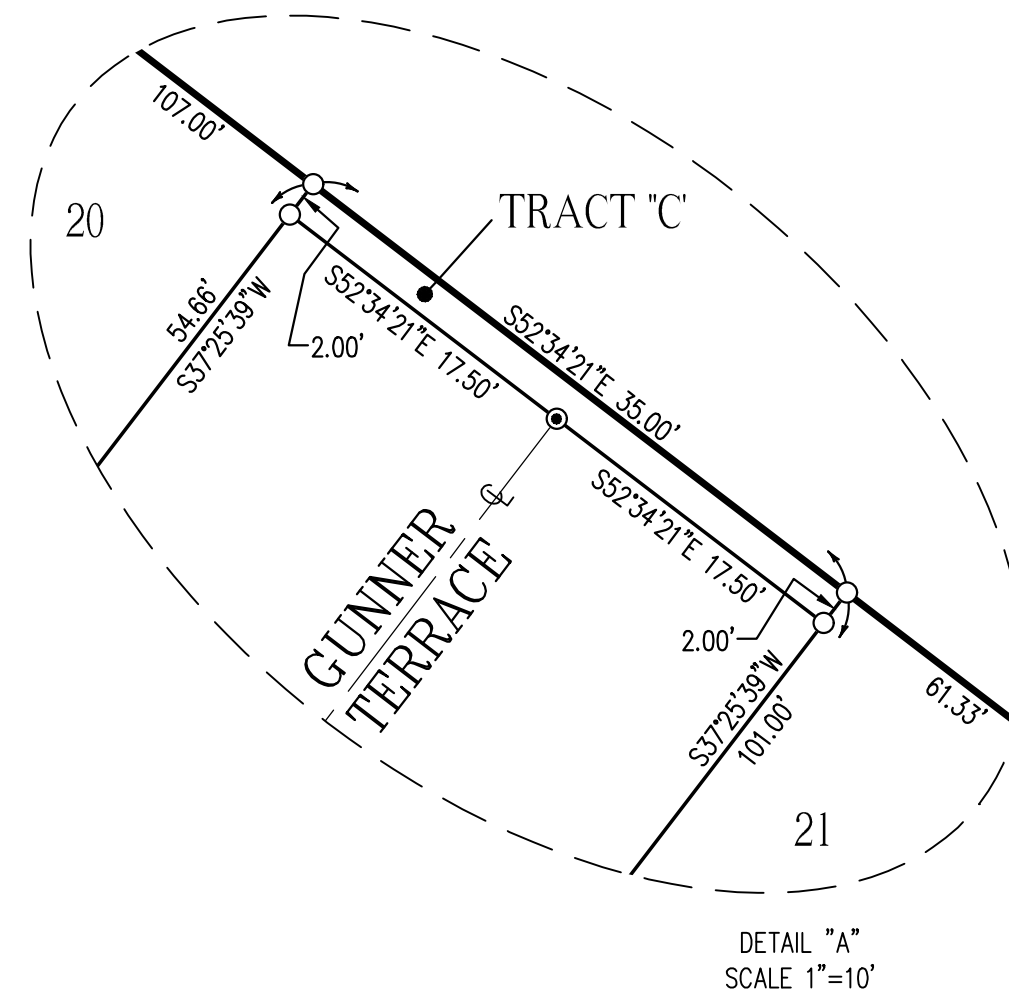
VILLAGES OF WEST LAKE UNIT NO. 45

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2

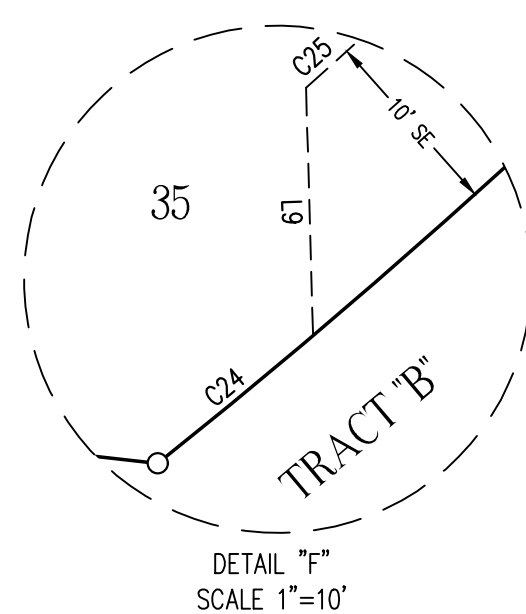
PLAT BOOK

PAGE



POINT OF
COMMENCEMENT
NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

SUMTER COUNTY - RANGE 23 EAST
LAKE COUNTY - RANGE 24 EAST



POINT OF
BEGINNING

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 44
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 44
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 44
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 44
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 46
(PROPOSED)

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C1	44.45'	382.50'	6°39'29"	N60°39'47"E
C2	45.58'	382.50'	6°49'39"	N53°55'13"E
C3	30.92'	89.00'	19°54'24"	N47°22'51"E
C4	11.73'	100.00'	6°43'24"	N36°01'39"W
C5	56.98'	42.50'	76°49'00"	S00°58'51"E
C6	41.12'	25.00'	94°14'30"	N14°27'17"E
C7	4.58'	372.50'	0°42'15"	N63°38'24"E
C8	9.68'	82.50'	6°43'24"	N36°01'39"W
C9	30.83'	60.00'	29°26'31"	S24°40'06"E
C10	31.89'	60.00'	30°27'22"	S05°16'50"W
C11	17.72'	60.00'	16°55'08"	S28°58'05"W
C12	23.56'	15.00'	90°00'00"	S07°34'21"E
C13	23.56'	15.00'	90°00'00"	S82°25'39"W
C14	20.21'	106.50'	10°52'16"	N42°51'47"E
C15	35.33'	25.00'	80°57'52"	S07°48'59"W
C16	81.23'	382.50'	12°10'04"	N44°25'22"E
C17	88.18'	372.50'	13°33'48"	N44°35'24"E
C18	42.25'	25.00'	96°49'39"	S81°04'47"E
C19	47.96'	25.00'	109°54'24"	S87°37'09"E
C20	39.27'	25.00'	90°00'00"	N07°34'21"W
C21	39.27'	25.00'	90°00'00"	S82°25'39"W
C22	33.52'	25.00'	76°49'00"	S00°58'51"E
C23	13.79'	117.50'	6°43'24"	N36°01'39"W
C24	10.47'	372.50'	1°36'40"	N50°33'58"E
C25	71.11'	362.50'	11°14'23"	N42°52'00"E

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,106	0.025
B	1,129	0.026
C	70	0.002
D	70	0.002

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) FOUND (LB #4709) TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- INDICATES CHORD BEARING
- INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- INDICATES LICENSED BUSINESS
- INDICATES NUMBER
- INDICATES OFFICIAL RECORDS BOOK
- INDICATES POINT OF CURVATURE
- INDICATES POINT ON CURVE
- INDICATES POINT OF COMPOUND CURVATURE
- INDICATES POINT OF REVERSE CURVATURE
- INDICATES POINT OF TANGENCY
- INDICATES RADIUS LENGTH
- INDICATES RADIAL LINE
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- INDICATES PLAT BOOK
- INDICATES PAGE
- INDICATES PAGES
- INDICATES SQUARE FEET
- INDICATES RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.85'	N57°20'03"E
L2	26.95'	N18°59'32"E
L3	81.86'	N63°59'32"E
L4	16.73'	S65°14'34"W
L5	18.43'	S83°37'46"E
L6	44.49'	N52°34'21"W
L7	27.30'	S83°35'38"E
L8	18.00'	N50°36'39"E
L9	12.91'	S1°37'15"E

PREPARED BY:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 46, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 46)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 46 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 59 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 46 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:41:45 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 46, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 46)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 46 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 2412.29 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 2653.46 FEET TO THE POINT OF BEGINNING; THENCE N26°00'28"W, 352.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY; THENCE N63°59'32"E, 257.26 FEET; THENCE S26°00'28"E, 92.00 FEET; THENCE N63°59'32"E, 129.87 FEET; THENCE N56°27'39"E, 31.00 FEET; THENCE N54°31'00"E, 39.73 FEET; THENCE N50°00'01"E, 40.57 FEET; THENCE N45°26'51"E, 40.38 FEET; THENCE N40°05'31"E, 55.13 FEET; THENCE S52°34'21"E, 429.99 FEET; THENCE S38°14'25"W, 34.72 FEET; THENCE S41°06'06"W, 59.11 FEET; THENCE S45°41'57"W, 91.61 FEET; THENCE S49°49'00"W, 43.39 FEET; THENCE S52°27'47"W, 43.39 FEET; THENCE S55°06'34"W, 43.40 FEET; THENCE S57°45'20"W, 43.37 FEET; THENCE S60°24'09"W, 43.43 FEET; THENCE S63°01'21"W, 43.38 FEET; THENCE S63°59'32"W, 362.91 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,478.50 FEET AND A CHORD BEARING AND DISTANCE OF N27°44'02"W, 149.31 FEET TO WHICH A RADIAL LINE BEARS S60°32'24"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°27'08", AN ARC DISTANCE OF 149.33 FEET TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

CONTAINING 7.62 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 46 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular

meeting held on the 23rd day of May 2022.

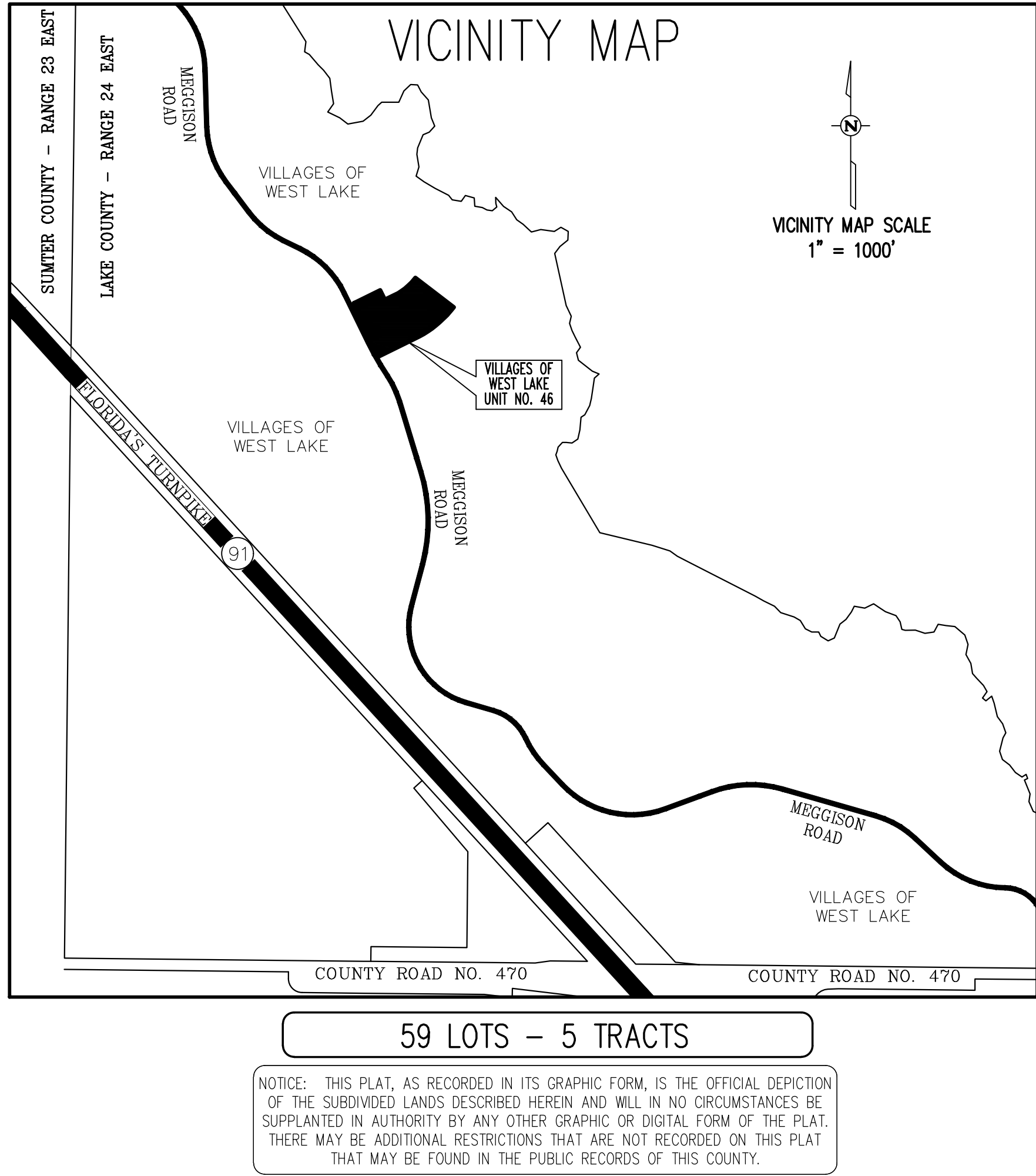
ATTEST:

Mayor

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 46

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 2412.29 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 2653.46 FEET TO THE POINT OF BEGINNING; THENCE N26°00'28"W, 352.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY; THENCE N63°59'32"E, 257.26 FEET; THENCE S26°00'28"E, 92.00 FEET; THENCE N63°59'32"E, 129.87 FEET; THENCE N56°27'39"E, 31.00 FEET; THENCE N54°31'00"E, 39.73 FEET; THENCE N50°00'01"E, 40.57 FEET; THENCE N45°26'51"E, 40.38 FEET; THENCE N40°05'31"E, 55.13 FEET; THENCE S52°34'21"E, 429.99 FEET; THENCE S38°14'25"W, 34.72 FEET; THENCE S41°06'06"W, 59.11 FEET; THENCE S45°41'57"W, 91.61 FEET; THENCE S49°49'00"W, 43.39 FEET; THENCE S52°27'47"W, 43.39 FEET; THENCE S55°06'34"W, 43.40 FEET; THENCE S57°45'20"W, 43.37 FEET; THENCE S60°24'09"W, 43.43 FEET; THENCE S63°01'21"W, 43.38 FEET; THENCE S63°59'32"W, 362.91 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,478.50 FEET AND A CHORD BEARING AND DISTANCE OF N27°44'02"W, 149.31 FEET TO WHICH A RADIAL LINE BEARS S60°32'24"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°27'08", AN ARC DISTANCE OF 149.33 FEET TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

CONTAINING 7.62 ACRES, MORE OR LESS.

VILLAGES OF WEST LAKE UNIT NO. 46 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D" AND "E" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 46, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

SIGNATURE

BY:

PRINT NAME

MARTIN L. DZURO, MANAGER

SIGNATURE

PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF ____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

PREPARED BY:



CFB
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(852) 748-3196
WWW.CFB-INC.COM CA #4709

**CLYMER
FARNER
BARLEY**

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 46, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) _____

SIGNATURE

PRINT NAME

(2) _____

SIGNATURE

PRINT NAME

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) _____

SIGNATURE

PRINT NAME

(2) _____

SIGNATURE

PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

BY: _____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF ____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF ____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. - REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. - REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

_____, DATE: _____

SIGNATURE

_____, REGISTRATION NUMBER _____

PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°45'14" WEST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "C", "D" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO THE REAR LOT LINE OF HOMESITES 34 THROUGH 38 OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C AND D OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE ____ DAY OF ____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK

MAYOR/COMMISSIONER

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

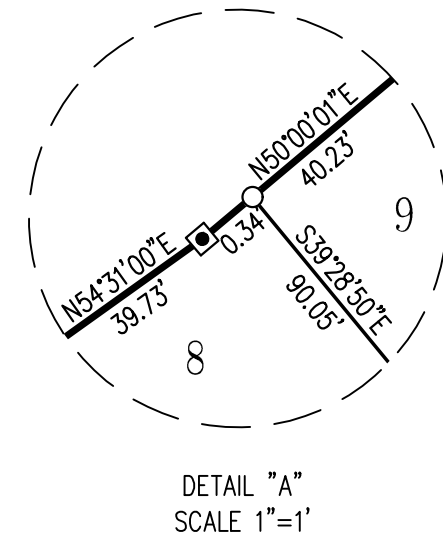
VILLAGES OF WEST LAKE UNIT NO. 46

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

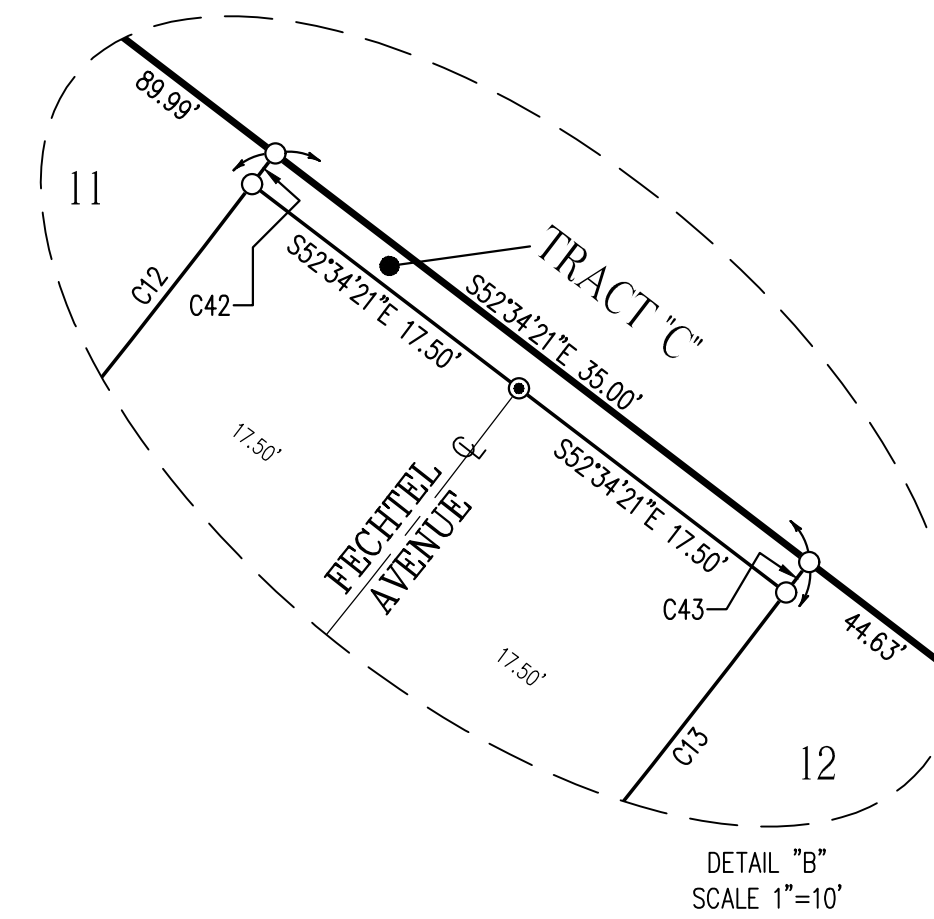
SHEET 2 OF 2

PLAT BOOK

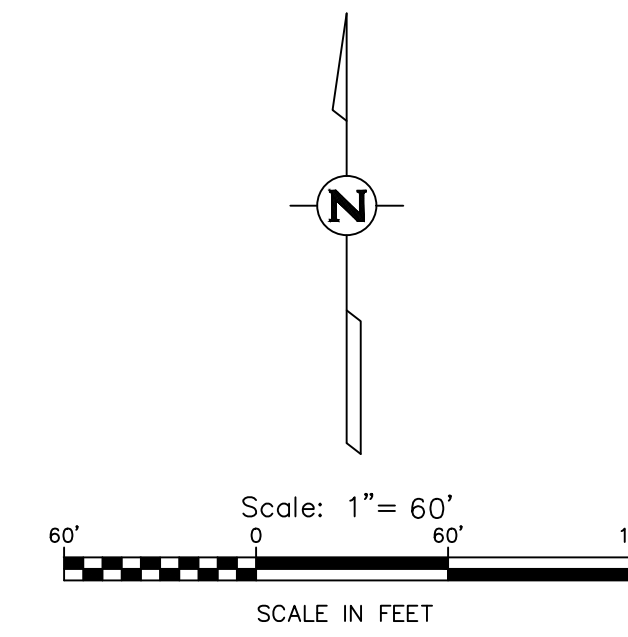
PAGE



DETAIL "A"
SCALE 1"=1'



DETAIL "B"
SCALE 1"=10'



POINT OF
COMMENCEMENT
NORTHWEST CORNER OF
THE SECTION 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

SUMTER COUNTY - RANGE 23 EAST

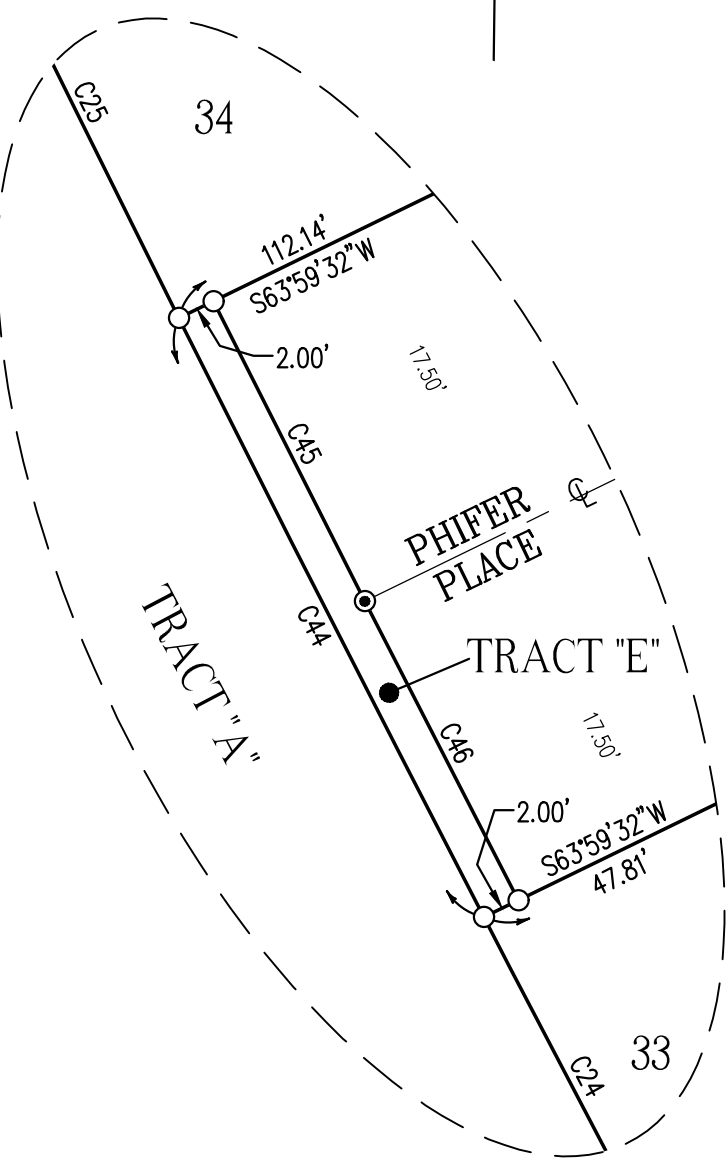
WEST LINE OF THE SOUTHWEST 1/4
OF SECTION 6-20-24

S30°45'14"W 2412.29'
(BEARING BASIS)

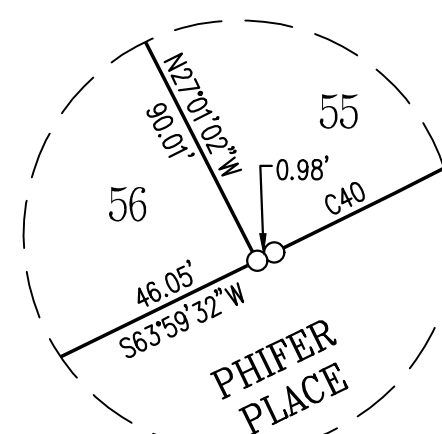
LAKE COUNTY - RANGE 24 EAST

POINT OF
BEGINNING

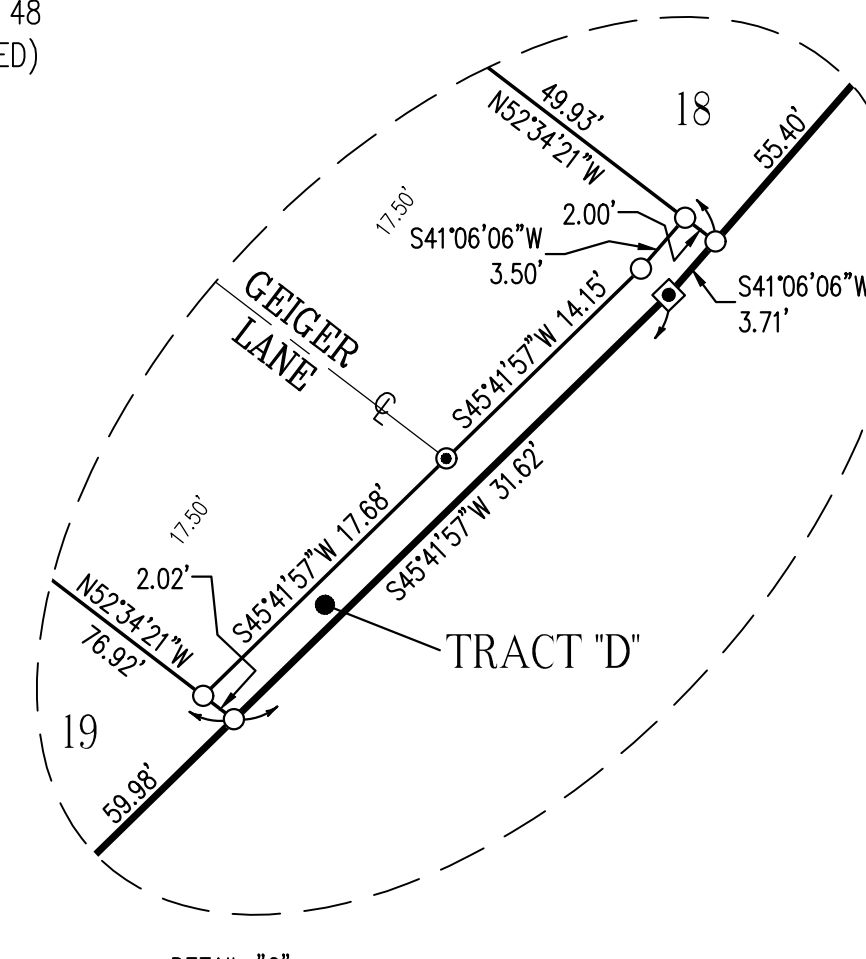
R=2478.50' L=149.33'
Δ=3°27'08"
CB=N27°44'02"W
CH=149.31'



DETAIL "D"
SCALE 1"=10'



DETAIL "E"
SCALE 1"=10'



DETAIL "C"
SCALE 1"=10'

LINE TABLE		
LINE	LENGTH	BEARING
L1	89.49'	S63°59'32"W
L2	43.06'	N62°22'36"E
L3	6.54'	N60°24'59"E
L4	37.95'	N58°39'25"E
L5	11.66'	N56°41'42"E
L6	31.99'	N54°58'08"E
L7	17.58'	N53°00'31"E
L8	24.10'	N51°21'38"E
L9	42.59'	N48°43'24"E

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	15,378	0.353
B	1,667	0.038
C	70	0.002
D	71	0.002
E	70	0.002

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C1	288.10'	617.00'	26°45'12"	N50°36'56"E
C2	182.11'	617.00'	16°54'38"	N55°32'13"E
C3	105.99'	617.00'	9°50'33"	N42°09'37"E
C4	34.24'	25.00'	78°27'47"	S24°45'38"W
C5	5.03'	25.00'	11°32'13"	S20°14'22"E
C6	39.27'	25.00'	90°00'00"	S71°00'28"E
C7	30.91'	599.50'	2°57'16"	N62°30'54"E
C8	47.56'	599.50'	4°32'45"	N58°45'54"E
C9	47.16'	599.50'	4°30'26"	N54°14'19"E
C10	47.35'	599.50'	4°31'31"	N49°43'20"E
C11	47.52'	599.50'	4°32'30"	N45°11'19"E
C12	61.48'	599.50'	5°52'32"	N39°58'46"E
C13	73.50'	634.50'	6°38'13"	N40°22'56"E
C14	25.20'	15.00'	96°16'24"	S04°26'10"E
C15	21.19'	15.00'	80°57'03"	S86°57'07"W
C16	31.37'	849.50'	2°06'58"	N47°32'05"E
C17	39.24'	849.50'	2°38'47"	N49°54'57"E
C18	39.23'	849.50'	2°38'46"	N52°33'43"E
C19	39.25'	849.50'	2°38'50"	N55°12'31"E
C20	39.22'	849.50'	2°38'42"	N57°51'17"E
C21	39.27'	849.50'	2°38'56"	N60°30'06"E
C22	32.12'	849.50'	2°09'58"	N62°54'33"E
C23	149.33'	2453.50'	3°29'14"	S27°45'05"E
C24	90.08'	2453.50'	2°06'14"	S28°26'36"E
C25	24.24'	2453.50'	0°33'58"	S26°17'27"E
C26	23.56'	15.00'	90°00'00"	N18°59'32"E
C27	5.03'	25.00'	11°32'13"	N31°46'35"W
C28	34.24'	25.00'	78°27'47"	N76°46'35"W
C29	39.27'	25.00'	90°00'00"	S18°59'32"E
C30	40.56'	634.50'	3°39'44"	N62°09'40"E
C31	43.46'	634.50'	3°55'26"	N58°22'04"E
C32	43.41'	634.50'	3°55'13"	N54°26'44"E
C33	25.15'	634.50'	2°16'14"	N51°21'01"E
C34	33.69'	25.00'	77°12'45"	S88°49'16"W
C35	43.92'	25.00'	100°39'17"	N02°14'43"W
C36	31.15'	814.50'	2°11'29"	N49°10'40"E
C37	46.86'	814.50'	3°17'46"	N51°55'18"E
C38	49.08'	814.50'	3°27'09"	N55°17'46"E
C39	50.02'	814.50'	3°31'07"	N58°46'54"E
C40	49.06'	814.50'	3°27'05"	N62°16'00"E
C41	39.27'	25.00'	90°00'00"	S71°00'28"E
C42	2.00'	599.50'	0°11'28"	N37°08'16"E
C43	2.00'	634.50'	0°10'50"	N37°09'14"E
C44	35.01'	2453.50'	0°49'03"	S26°58'57"E
C45	17.50'	2451.50'	0°24'33"	S26°46'44"E
C46	17.50'	2451.50'	0°24'33"	S27°11'17"E

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(19) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
 Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE) | CH INDICATES CHORD BEARING | CH INDICATES CHORD DISTANCE | L INDICATES ARC LENGTH | LB INDICATES LICENSED BUSINESS | NO. INDICATES NUMBER | ORB INDICATES OFFICIAL RECORDS BOOK | PC INDICATES POINT OF CURVATURE | PCC INDICATES POINT ON CURVE | PCC INDICATES POINT OF COMPOUND CURVATURE | PRC INDICATES POINT OF REVERSE CURVATURE | PT INDICATES POINT OF TANGENCY | R INDICATES RADIUS LENGTH | (R) INDICATES RADIAL LINE | DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES | GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS) | SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. |

PREPARED BY:



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 47, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 47)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 47 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 37 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 47 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:42:50 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 47, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06 AND 07, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 47)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 47 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 2509.94 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 3262.36 FEET TO THE POINT OF BEGINNING; THENCE N57°56'54"E, 148.59 FEET; THENCE N43°43'33"E, 429.78 FEET; THENCE S46°16'27"E, 354.29 FEET; THENCE S21°52'12"E, 121.11 FEET; THENCE S63°00'29"W, 79.16 FEET; THENCE S49°12'03"W, 76.64 FEET; THENCE S42°44'33"W, 354.11 FEET; THENCE S10°12'04"W, 68.41 FEET; THENCE N76°38'42"W, 64.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 775.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°49'53", AN ARC DISTANCE OF 146.51 FEET; THENCE ALONG A NON-TANGENT LINE RUN N01°00'58"E, 53.14 FEET; THENCE N23°07'01"W, 260.16 FEET; THENCE N32°15'17"W, 63.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.64 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 47 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

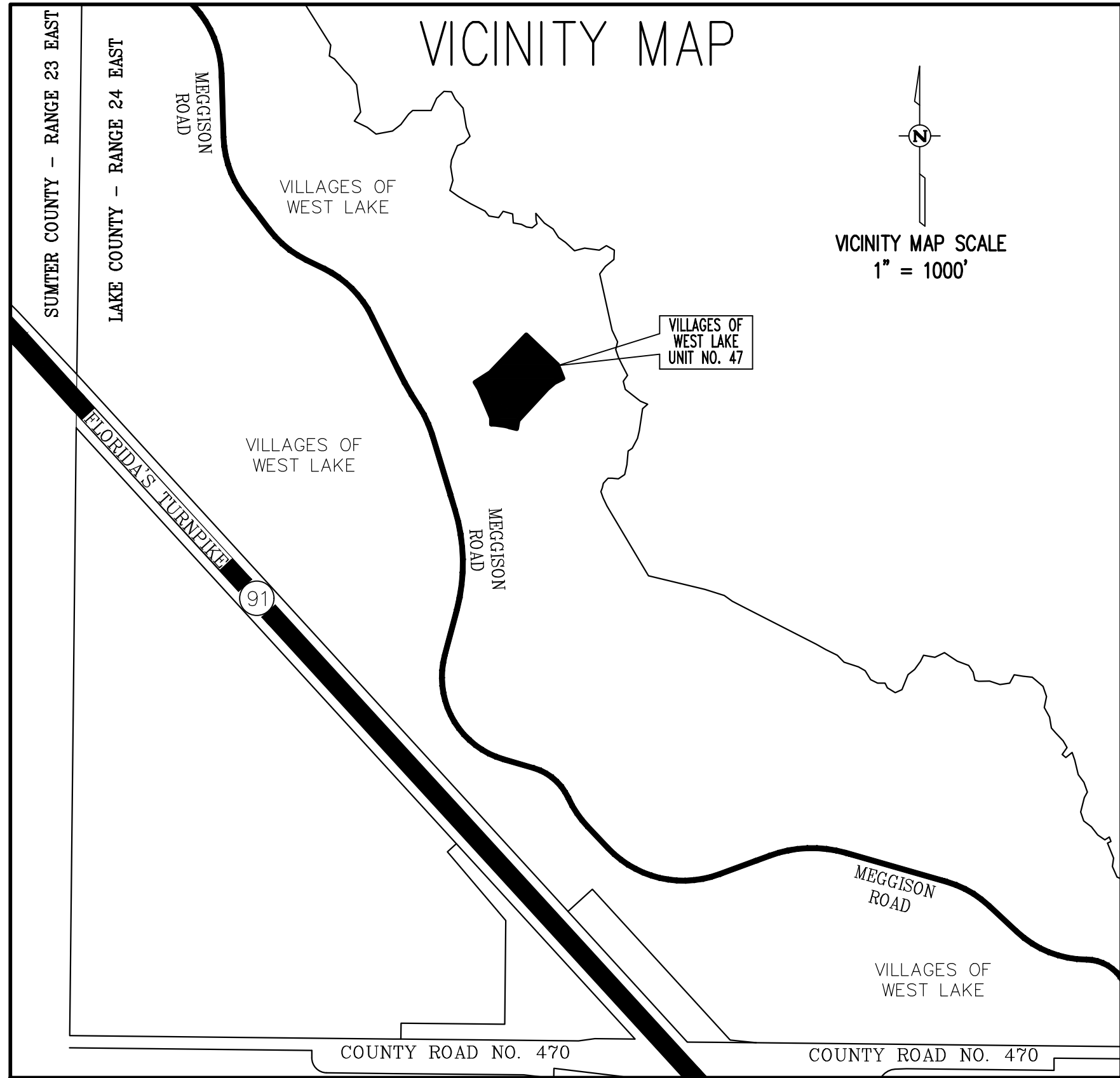
Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 47

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



37 LOTS – 5 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 2509.94 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 3262.36 FEET TO THE POINT OF BEGINNING; THENCE N57°56'54"E, 148.59 FEET; THENCE N43°43'33"E, 429.78 FEET; THENCE S46°16'27"E, 354.29 FEET; THENCE S21°52'12"E, 121.11 FEET; THENCE S63°00'29"W, 79.16 FEET; THENCE S49°12'03"W, 76.64 FEET; THENCE S42°44'33"W, 354.11 FEET; THENCE S10°12'04"W, 68.41 FEET; THENCE N76°38'42"W, 64.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 775.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°49'53", AN ARC DISTANCE OF 146.51 FEET; THENCE ALONG A NON-TANGENT LINE RUN N01°00'58"E, 53.14 FEET; THENCE N23°07'01"W, 260.16 FEET; THENCE N32°15'17"W, 63.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.64 ACRES, MORE OR LESS.

VILLAGES OF WEST LAKE UNIT NO. 47 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D" AND "E" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 47, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: MARTIN L. DZURO, MANAGER

SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF ____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°45'14" WEST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "C", "D" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS A AND B OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C, D, AND E OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE ____ DAY OF ____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK

MAYOR/COMMISSIONER

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 47, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) SIGNATURE

PRINT NAME

(2) SIGNATURE

PRINT NAME

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) SIGNATURE

PRINT NAME

(2) SIGNATURE

PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

BY: C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF ____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF ____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. – REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

_____, DATE: _____
SIGNATURE

_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

PREPARED BY:



CFB

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(850) 748-3126
WWW.CFB-INC.COM CA #4709

**CLYMER
FARNER
BARLEY**

SHEET 2 OF 2 PLAT BOOK _____
PAGE _____

Scale: 1" = 60'

60' 0 60' 120'

SCALE IN FEET

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.88'	N10°12'04"W
L2	28.74'	S66°52'59"W
L3	11.00'	S52°02'57"W
L4	3.93'	N79°47'56"W
L5	3.84'	N79°47'56"W
L6	11.00'	N31°47'46"W
L7	78.16'	N76°38'42"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD BEG.
C1	41.19'	775.00'	3'02"43"	N78°16'35"W	41.19'
C2	41.19'	775.00'	3'02"43"	N81°18'18"W	41.19'
C3	58.15'	1000.00'	33'19"05"	N06°27'28"W	57.34'
C4	42.13'	1000.00'	24'08"26"	N54°48'46"E	41.82'
C5	37.91'	89.00'	24'24"15"	N34°04'19"E	37.62'
C6	15.14'	89.00'	9'44"59"	N41°23'57"W	15.13'
C7	22.76'	89.00'	14'39"16"	N29°11'50"W	22.70'
C8	62.66'	775.00'	4'37"56"	N85°09'37"W	62.64'
C9	75.88'	785.00'	5'32"18"	N84°43'35"W	75.85'
C10	31.64'	25.00'	72'31"03"	N69°33'50"E	29.57'
C11	6.30'	25.00'	14'26"14"	N17°25"11"E	6.28'
C12	47.97'	82.50'	33'19"05"	N06°27'28"W	47.30'
C13	29.62'	15.00'	113°09'26"	S79°41'44"E	25.04'
C14	23.56'	15.00'	90°00'00"	S01°16'27"E	21.21'
C15	4.03'	106.50'	2'10'06"	N45°11'24"W	4.03'
C16	41.33'	106.50'	22'14"09"	N32°59'16"E	41.07'
C17	30.21'	15.00'	115°23'15"	N79°33'49"W	25.36'
C18	41.83'	117.50'	20°23'56"	N52°56'32"E	41.61'
C19	31.37'	25.00'	71°53'15"	S27°11'52"W	29.35'
C20	1.93'	117.50'	0°56'25"	N08°16'33"W	1.93'
C21	36.93'	117.50'	18°00'24"	N01°11'52"E	36.78'
C22	61.19'	25.00'	141°11'19"	S03°06'24"E	61.68'
C23	31.75'	25.00'	72°45'58"	S40°22'14"E	29.81'
C24	1.47'	775.00'	0°06'31"	N76°41'57"W	1.47'
C25	45.31'	25.00'	103°50'35"	S75°02'19"E	39.36'
C26	14.83'	82.50'	101°7'50"	N47°53'29"E	14.81'
C27	38.84'	25.00'	89°01'00"	N01°45'57"W	35.05'
C28	39.27'	25.00'	90°00'00"	S88°43'33"W	35.36'
C29	29.17'	25.00'	66°50'34"	S10°18'16"W	27.54'

PREPARED BY:  **CFB** | **CLYMER FARNER BARLEY**

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

SUMTER COUNTY - RANGE 23 EAST

SECTION 1-20-23

SECTION 6-20-24

WEST LINE OF THE SOUTHWEST 1/4
OF SECTION 6-20-24

30°45'14"W 2509.94'
(BEARING BASIS)

LAKE COUNTY - RANGE 24 EAST

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	818	0.019
B	848	0.019
C	71	0.002
D	70	0.002
E	74	0.002

POINT OF
BEGINNING

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(1) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO INDICATES NUMBER
- ORB INDICATES ORIGINAL RECORDS BOOK
- POC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- R INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING
- OR OR GOLF CART PATH: DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILIZERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 50, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 50)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 50 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 42 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 50 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:43:26 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 50, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 50)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 50 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 691.90 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 606.43 FEET TO THE POINT OF BEGINNING; THENCE N24°52'24"E, 46.84 FEET; THENCE N40°10'42"E, 91.20 FEET; THENCE N44°33'37"E, 27.38 FEET; THENCE N49°26'08"E, 45.29 FEET; THENCE N55°42'19"E, 40.13 FEET; THENCE N60°52'56"E, 30.41 FEET; THENCE N67°43'50"E, 62.86 FEET; THENCE N17°39'10"W, 92.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 482.50 FEET AND A CHORD BEARING AND DISTANCE OF N80°17'20"E, 133.33 FEET TO WHICH A RADIAL LINE BEARS N17°39'10"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°53'00", AN ARC DISTANCE OF 133.76 FEET TO THE POINT OF TANGENCY; THENCE N88°13'49"E, 166.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S01°46'11"E, 159.86 FEET; THENCE N88°13'49"E, 43.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 828.50 FEET AND A CHORD BEARING AND DISTANCE OF S17°23'04"E, 446.01 FEET TO WHICH A RADIAL LINE BEARS S88°13'49"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°13'46", AN ARC DISTANCE OF 451.58 FEET; THENCE ALONG A RADIAL LINE RUN S57°00'03"W, 68.00 FEET; THENCE S53°00'33"W, 254.81 FEET; THENCE S46°18'00"W, 92.96 FEET; THENCE S30°43'24"W, 91.24 FEET; THENCE S17°26'16"W, 26.27 FEET; THENCE N69°36'47"W, 228.38 FEET; THENCE N06°49'04"W, 103.40 FEET; THENCE N14°49'31"W, 461.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.18 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 50 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

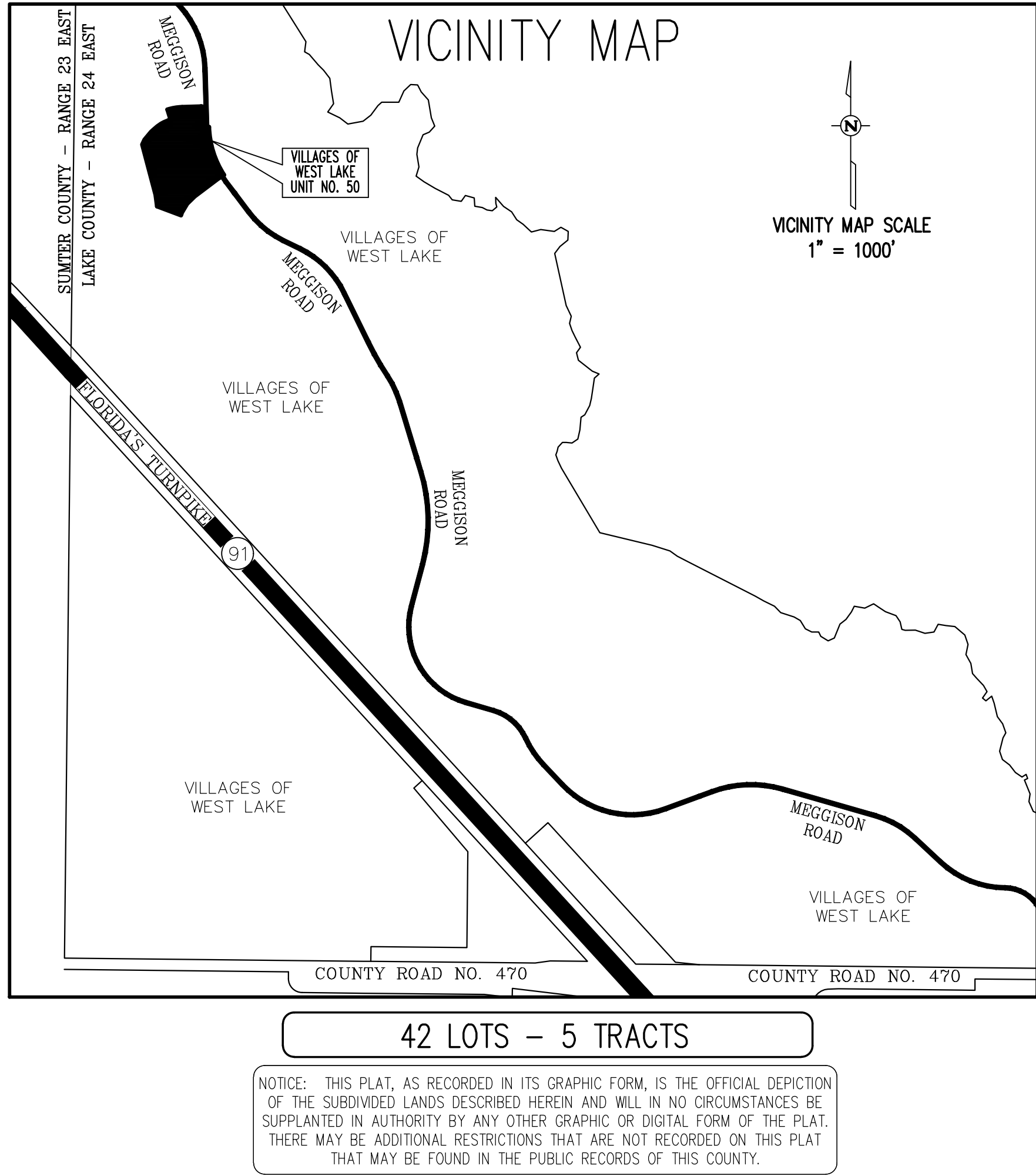
Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 50

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 691.90 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 606.43 FEET TO THE POINT OF BEGINNING; THENCE N24°52'24"E, 46.84 FEET; THENCE N40°10'42"E, 91.20 FEET; THENCE N44°33'37"E, 27.38 FEET; THENCE N49°26'08"E, 45.29 FEET; THENCE N55°42'19"E, 40.13 FEET; THENCE N60°52'56"E, 30.41 FEET; THENCE N67°43'50"E, 62.86 FEET; THENCE N17°39'10"W, 92.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 482.50 FEET AND A CHORD BEARING AND DISTANCE OF N80°17'20"E, 133.33 FEET TO WHICH A RADIAL LINE BEARS N17°39'10"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°53'00", AN ARC DISTANCE OF 133.76 FEET TO THE POINT OF TANGENCY; THENCE N88°13'49"E, 166.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S01°46'11"E, 159.86 FEET; THENCE N88°13'49"E, 43.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 828.50 FEET AND A CHORD BEARING AND DISTANCE OF S17°23'04"E, 446.01 FEET TO WHICH A RADIAL LINE BEARS S88°13'49"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°13'46", AN ARC DISTANCE OF 451.58 FEET; THENCE ALONG A RADIAL LINE RUN S57°00'03"W, 68.00 FEET; THENCE S53°00'33"W, 254.81 FEET; THENCE S46°18'00"W, 92.96 FEET; THENCE S30°43'24"W, 91.24 FEET; THENCE S17°26'16"W, 26.27 FEET; THENCE N69°36'47"W, 228.38 FEET; THENCE N06°49'04"W, 103.40 FEET; THENCE N14°49'31"W, 461.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.18 ACRES, MORE OR LESS.

VILLAGES OF WEST LAKE UNIT NO. 50 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D" AND "E" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 50, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
MARTIN L. DZURO, MANAGER

SIGNATURE _____
PRINT NAME _____
SIGNATURE _____
PRINT NAME _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°45'14" WEST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "C", "D" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS A AND B OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS D AND E OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 50, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: _____
THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) SIGNATURE _____
PRINT NAME _____
(2) SIGNATURE _____
PRINT NAME _____
BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES: _____
VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) SIGNATURE _____
PRINT NAME _____
BY: _____
C. DALE BORROWMAN,
CHAIR
(2) SIGNATURE _____
PRINT NAME _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. - REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. - REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

_____, DATE: _____
SIGNATURE _____
RONALD W. HERR, P.L.S., REGISTRATION NUMBER 4907
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

PREPARED BY:



CFB

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD, WILDWOOD, FL 34785
(852) 748-3196
WWW.CFB-INC.COM CA #4709

**CLYMER
FARNER
BARLEY**

VILLAGES OF WEST LAKE UNIT NO. 50

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2

PLAT BOOK

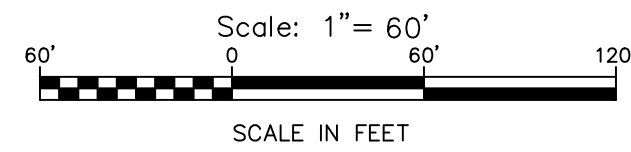
PAGE

SECTION 1-20-23
SECTION 6-20-24

WEST LINE OF THE SOUTHWEST 1/4
OF SECTION 6-20-24
S89°45'14"W 691.90'
(BEARING BASIS)

SUNTER COUNTY
LAKE COUNTY

POINT OF
COMMENCEMENT
NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION



LINE TABLE		
LINE	LENGTH	BEARING
L1	14.99'	S43°12'14"W
L2	13.48'	N1°46'11"W
L3	8.53'	N11°02'11"W
L4	18.00'	N65°20'36"W
L5	8.17'	N60°23'57"E
L6	18.00'	S29°36'03"E
L7	10.49'	N60°23'57"E
L8	46.32'	S29°36'03"E
L9	16.90'	S81°00'42"W
L10	5.48'	N1°46'11"W
L11	15.00'	S46°24'50"E
L12	16.40'	S81°00'42"W
L13	0.06'	N11°02'11"W
L14	19.63'	N88°13'49"E
L15	42.50'	N88°13'49"E

NOTE

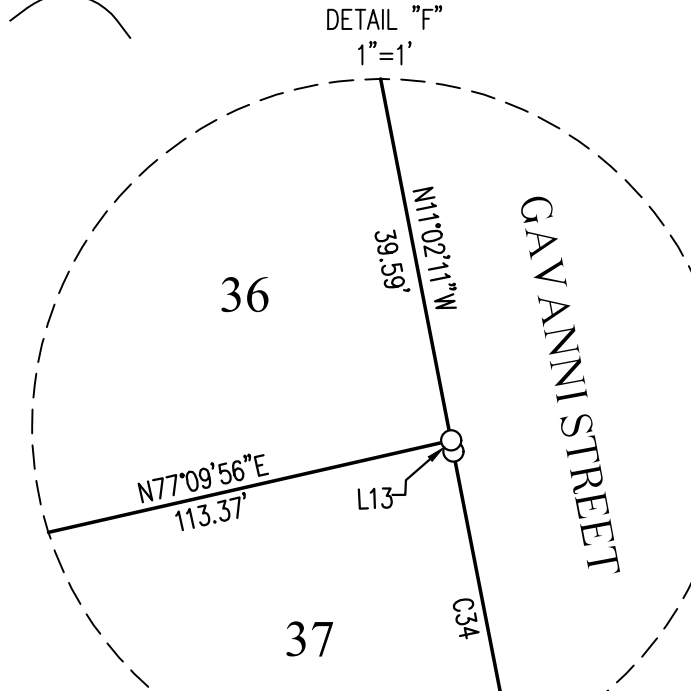
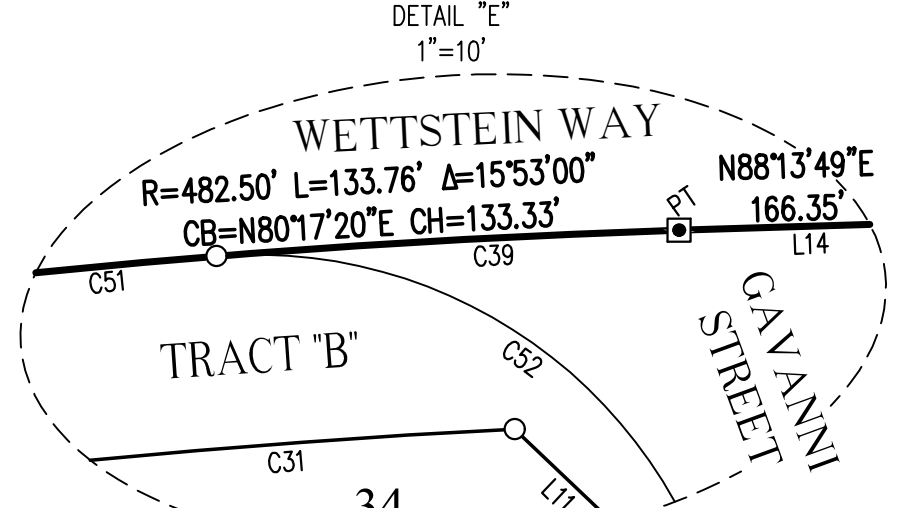
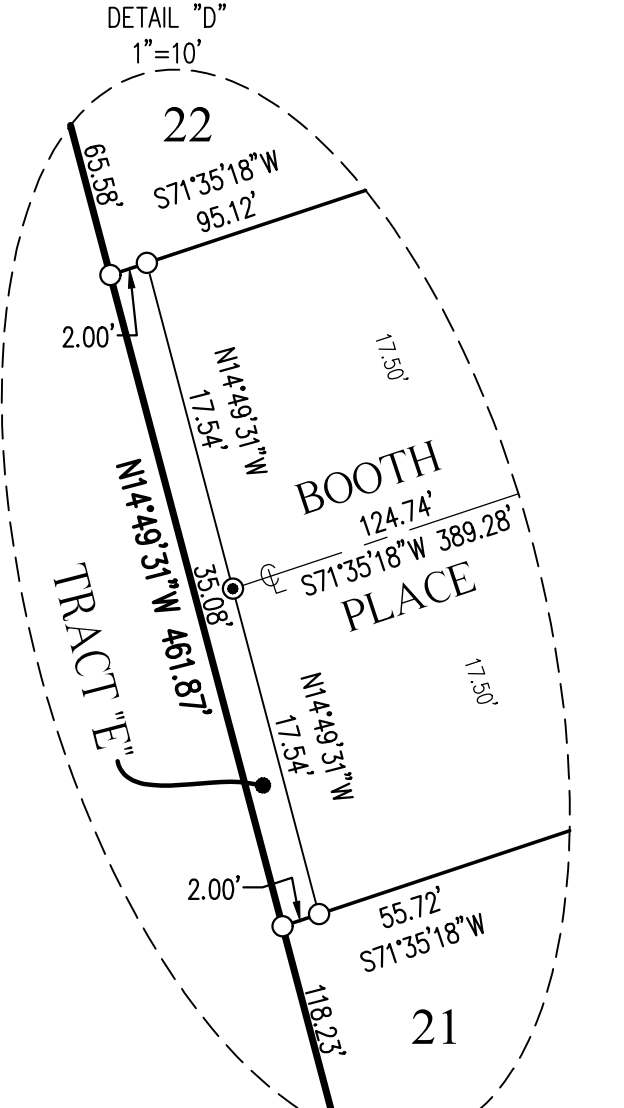
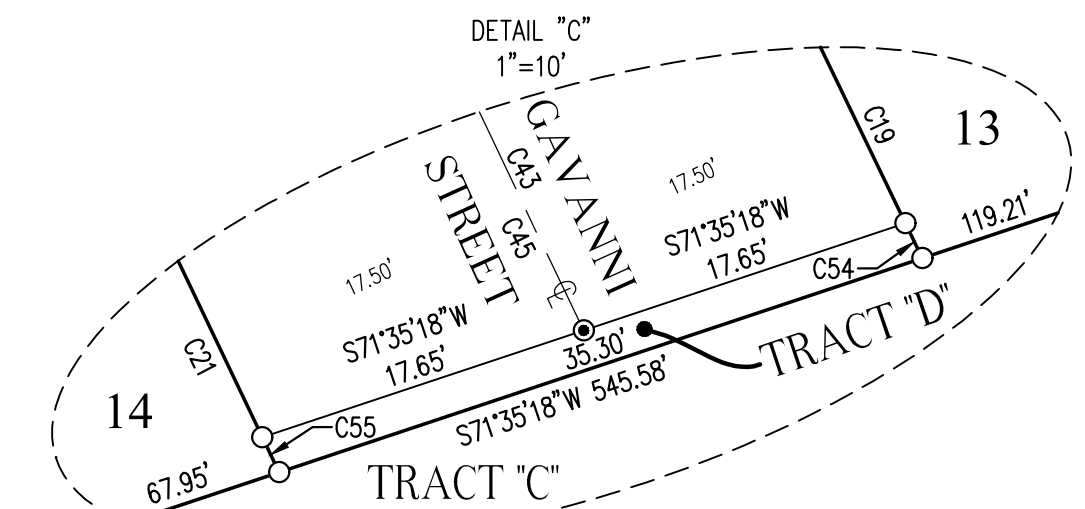
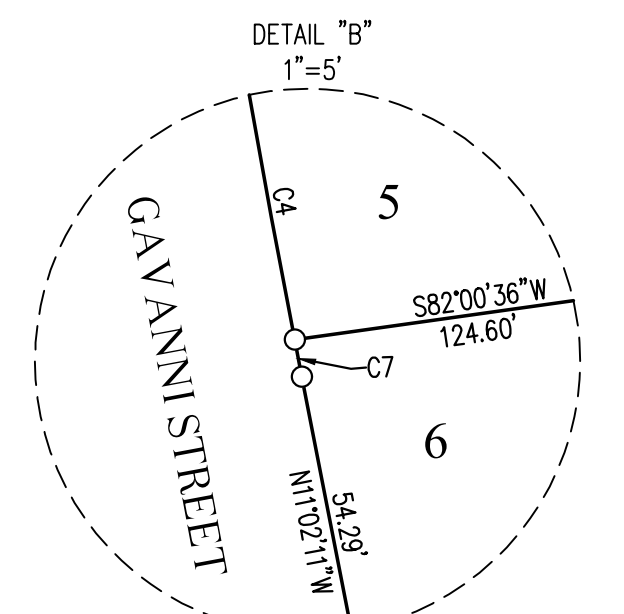
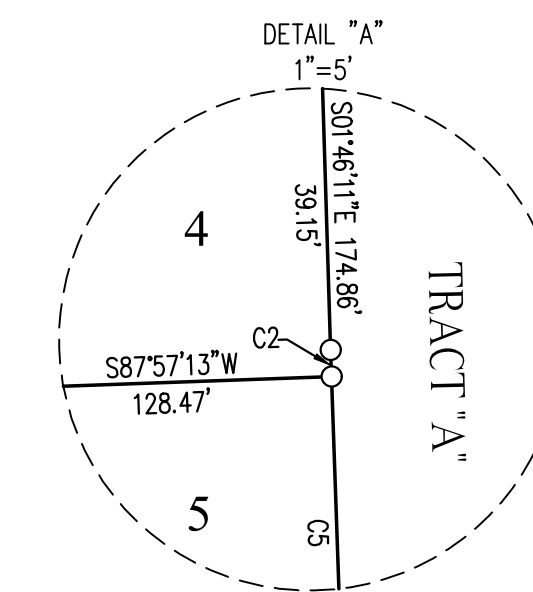
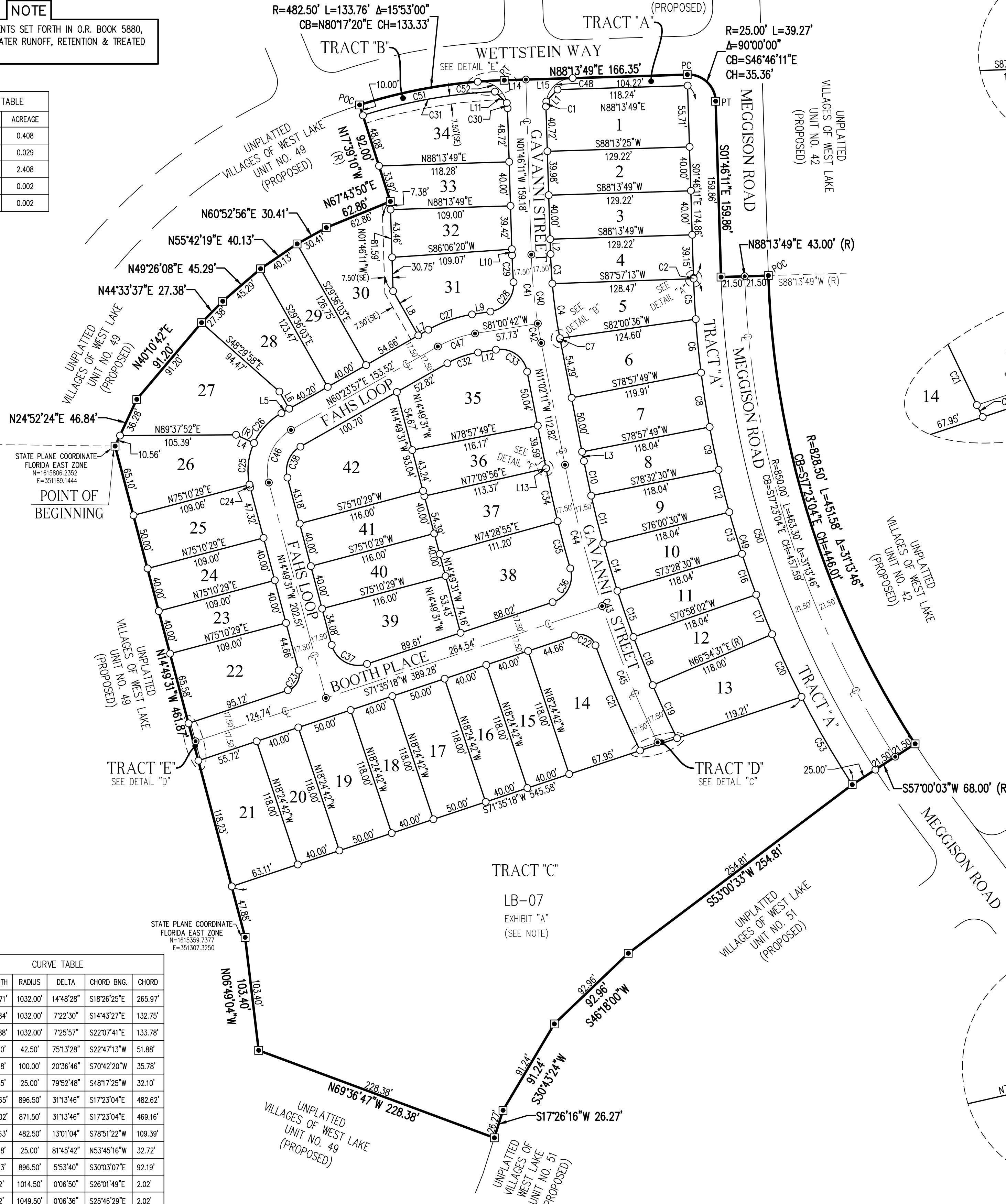
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880,
PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	17,752	0.408
B	1,263	0.029
C	104,897	2.408
D	71	0.002
E	70	0.002

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	4.42'	25.00'	100°12'	S03°17'25"W	4.41'
C2	0.69'	896.50'	0°02'40"	S01°47'30"E	0.69'
C3	27.00'	482.50'	31°24'	S03°22'23"E	27.00'
C4	50.05'	482.50'	5°56'37"	S07°36'53"E	50.03'
C5	36.87'	896.50'	2°21'23"	S02°59'32"E	36.87'
C6	48.86'	896.50'	3°07'22"	S05°43'54"E	48.86'
C7	0.98'	482.50'	0°07'00"	S10°58'42"E	0.98'
C8	50.04'	896.50'	3°11'53"	S08°53'32"E	50.04'
C9	39.80'	896.50'	2°32'36"	S11°45'47"E	39.79'
C10	32.13'	1014.50'	1°48'53"	S11°56'38"E	32.13'
C11	44.86'	1014.50'	2°32'00"	S14°07'05"E	44.85'
C12	39.64'	896.50'	2°32'00"	S14°18'05"E	39.64'
C13	39.64'	896.50'	2°32'00"	S16°50'05"E	39.64'
C14	44.86'	1014.50'	2°32'00"	S16°39'05"E	44.85'
C15	44.40'	1014.50'	2°30'28"	S19°10'19"E	44.40'
C16	39.24'	896.50'	2°30'28"	S19°21'19"E	39.24'
C17	38.84'	896.50'	2°28'56"	S21°51'01"E	38.84'
C18	47.20'	1014.50'	2°39'56"	S21°45'31"E	47.19'
C19	53.04'	1014.50'	2°59'44"	S24°35'22"E	53.04'
C20	62.80'	896.50'	4°00'46"	S25°05'53"E	62.78'
C21	103.83'	1049.50'	5°40'07"	S22°59'44"E	103.79'
C22	23.10'	15.00'	88°15'02"	N64°17'11"W	20.89'
C23	22.62'	15.00'	86°24'50"	N28°22'54"E	20.54'
C24	2.68'	60.00'	2°33'33"	S13°32'45"E	2.68'
C25	36.67'	60.00'	36°55'22"	S06°11'43"W	38.00'
C26	37.43'	60.00'	35°44'33"	S42°31'40"W	36.83'
C27	42.27'	117.50'	20°36'46"	S70°42'20"W	42.04'
C28	37.31'	25.00'	85°30'24"	N38°15'30"E	33.94'
C29	24.62'	517.50'	24°33'32"	S03°07'56"E	24.61'
C30	4.85'	25.00'	11°06'14"	N07°19'18"W	4.84'
C31	122.10'	472.50'	14°48'22"	S79°45'01"W	121.76'
C32	29.68'	82.50'	20°36'46"	S70°42'20"W	29.52'
C33	38.38'	25.00'	87°57'06"	N55°00'44"W	34.72'
C34	49.10'	1049.50'	2°40'50"	S12°22'36"E	49.09'
C35	44.47'	1049.50'	2°25'40"	S14°55'51"E	44.47'
C36	38.28'	25.00'	87°43'59"	N27°43'18"E	34.65'
C37	40.83'	25.00'	93°35'11"	S61°37'06"E	36.44'
C38	32.82'	25.00'	75°13'28"	S22°47'13"W	30.52'
C39	24.13'	482.50'	2°51'56"	S86°47'51"W	24.13'
C40	80.87'	500.00'	9°16'01"	S06°24'11"E	80.78'
C41	62.99'	500.00'	7°13'07"	S05°22'44"E	62.95'
C42	17.87'	500.00'	2°02'54"	S10°00'44"E	17.87'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C43	266.71'	1032.00'	14°48'28"	S18°26'25"E	265.97'
C44	132.84'	1032.00'	7°22'30"	S14°43'27"E	132.75'
C45	133.88'	1032.00'	7°25'57"	S22°07'41"E	133.78'
C46	55.80'	42.50'	75°15'28"	S22°47'13"W	51.88'
C47	35.98'	100.00'	20°36'46"	S70°42'20"W	35.78'
C48	34.85'	25.00'	79°52'48"	S48°17'25"W	32.10'
C49	488.65'	896.50'	3°13'46"	S17°23'04"E	482.62'
C50	475.02'	871.50'	3°13'46"	S17°23'04"E	469.16'
C51	109.63'	482.50'	13°01'04"	S78°51'22"W	109.39'
C52	35.68'	25.00'	81°45'42"	N53°45'16"W	32.72'
C53	92.23'	896.50'	5°53'40"	S30°30'07"E	92.19'
C54	2.02'	1014.50'	0°06'50"	S26°01'49"E	2.02'
C55	2.02'	1049.50'	0°06'36"	S25°46'29"E	2.02'

LEGEND	
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
□	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709).
●	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
CA	INDICATES CENTERLINE
CB	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CH	INDICATES CHORD BEARING
CL	INDICATES CHORD DISTANCE
LB	INDICATES ARC LENGTH
NO.	INDICATES LICENSED BUSINESS
ORB	INDICATES NUMBER
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PRC	INDICATES POINT OF COMPOUND CURVATURE
PT	INDICATES POINT OF REVERSE CURVATURE
R	INDICATES POINT OF TANGENCY
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PCS	INDICATES PAGES
SO FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 51, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 51)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 51 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 117 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 51 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:44:09 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 51, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06 AND 07, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 51)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 51 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1419.76 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 922.12 FEET TO THE POINT OF BEGINNING; THENCE N21°46'20"E, 75.96 FEET; THENCE N17°26'16"E, 60.53 FEET; THENCE N30°43'24"E, 91.24 FEET; THENCE N46°18'00"E, 92.96 FEET; THENCE N53°00'33"E, 254.81 FEET; THENCE N57°00'03"E, 68.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 828.50 FEET AND A CHORD BEARING AND DISTANCE OF S34°59'42"E, 57.71 FEET TO WHICH A RADIAL LINE BEARS S57°00'03"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°59'30", AN ARC DISTANCE OF 57.72 FEET TO THE POINT OF TANGENCY; THENCE S36°59'27"E, 334.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°00'55", AN ARC DISTANCE OF 390.64 FEET TO THE POINT OF TANGENCY; THENCE S64°00'22"E, 163.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°59'54", AN ARC DISTANCE OF 577.98 FEET TO THE POINT OF TANGENCY; THENCE S26°00'28"E, 492.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,478.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°27'08", AN ARC DISTANCE OF 149.33 FEET; THENCE ALONG A NON-TANGENT LINE RUN S70°42'50"W, 86.31 FEET; THENCE S63°53'58"W, 72.16 FEET; THENCE S49°53'15"W, 61.10 FEET; THENCE S42°43'33"W, 442.43 FEET; THENCE S47°16'36"W, 84.28 FEET; THENCE S55°31'41"W, 84.28 FEET; THENCE S63°47'21"W, 84.28 FEET; THENCE S72°03'02"W, 84.28 FEET; THENCE S81°26'26"W, 107.25 FEET; THENCE N07°17'19"E, 112.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF N82°42'41"W, 215.00 FEET TO WHICH A RADIAL LINE

BEARS S05°47'29"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°09'38", AN ARC DISTANCE OF 216.88 FEET; THENCE ALONG A NON-TANGENT LINE RUN S07°17'19"W, 116.73 FEET; THENCE N56°23'20"W, 653.50 FEET; THENCE N47°00'38"E, 100.08 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 875.00 FEET AND A CHORD BEARING AND DISTANCE OF N36°04'43"W, 422.41 FEET TO WHICH A RADIAL LINE BEARS S39°57'13"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°56'09", AN ARC DISTANCE OF 426.62 FEET; THENCE ALONG A NON-TANGENT LINE RUN S60°42'01"W, 73.50 FEET; THENCE S49°46'32"W, 38.76 FEET; THENCE N20°04'01"W, 122.86 FEET; THENCE N78°54'53"E, 111.13 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 875.00 FEET AND A CHORD BEARING AND DISTANCE OF N13°57'57"W, 87.95 FEET TO WHICH A RADIAL LINE BEARS S73°09'13"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°45'40", AN ARC DISTANCE OF 87.98 FEET TO THE POINT OF TANGENCY; THENCE N11°05'07"W, 130.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'31", AN ARC DISTANCE OF 0.62 FEET; THENCE ALONG A RADIAL LINE RUN S78°59'24"W, 100.00 FEET; THENCE N06°48'27"W, 196.57 FEET; THENCE S71°18'25"E, 121.40 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF N15°19'09"E, 160.17 FEET TO WHICH A RADIAL LINE BEARS N84°23'14"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°24'45", AN ARC DISTANCE OF 160.94 FEET TO THE POINT OF TANGENCY; THENCE N25°01'32"E, 395.02 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S70°01'32"W, 28.28 FEET TO WHICH A RADIAL LINE BEARS S64°58'28"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY; THENCE N64°58'28"W, 48.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 517.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'12", AN ARC DISTANCE OF 29.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 58.42 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 51 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 51

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 1 OF 7

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 51, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I" AND "J" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. – REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

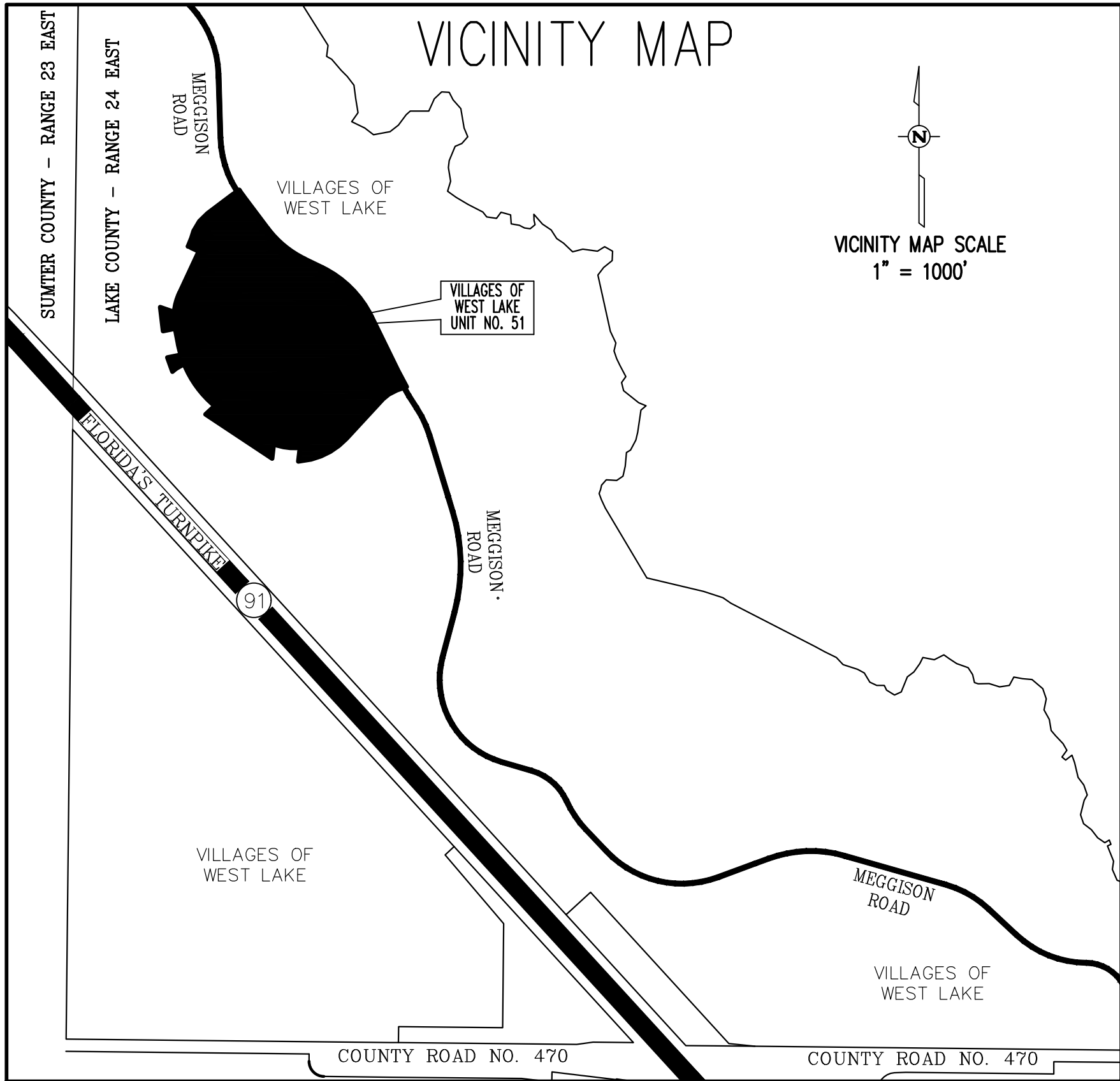
SEAL

STATEMENT OF REVIEWER

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

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL



117 LOTS – 10 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°45'14" WEST.

2) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3) ALL DISTANCES SHOWN ARE IN FEET.

4) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8) TRACTS "A", "B", "C", "D", "H", "I" AND "J" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9) TRACTS "E", "F" AND "G" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; AND (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT I OF THE SUBDIVISION.

11) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1419.76 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 922.12 FEET TO THE POINT OF BEGINNING; THENCE N21°46'20"E, 75.96 FEET; THENCE N17°26'16"E, 60.53 FEET; THENCE N30°43'24"E, 91.24 FEET; THENCE N46°18'00"E, 92.96 FEET; THENCE N53°00'33"E, 254.81 FEET; THENCE N57°00'03"E, 68.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 828.50 FEET AND A CHORD BEARING AND DISTANCE OF S34°59'42"E, 57.71 FEET TO WHICH A RADIAL LINE BEARS S57°00'03"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°59'30", AN ARC DISTANCE OF 57.72 FEET TO THE POINT OF TANGENCY; THENCE S36°59'27"E, 334.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°00'55", AN ARC DISTANCE OF 390.64 FEET TO THE POINT OF TANGENCY; THENCE S64°00'22"E, 163.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°59'54", AN ARC DISTANCE OF 577.98 FEET TO THE POINT OF TANGENCY; THENCE S26°00'28"E, 492.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,478.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°27'08", AN ARC DISTANCE OF 149.33 FEET; THENCE ALONG A NON-TANGENT LINE RUN S70°42'50"W, 86.31 FEET; THENCE S63°53'58"W, 72.16 FEET; THENCE S49°53'15"W, 61.10 FEET; THENCE S42°43'33"W, 442.43 FEET; THENCE S47°16'36"W, 84.28 FEET; THENCE S55°31'41"W, 84.28 FEET; THENCE S63°47'21"W, 84.28 FEET; THENCE S72°03'02"W, 84.28 FEET; THENCE S81°26'26"W, 107.25 FEET; THENCE N07°17'19"E, 112.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF N82°42'41"W, 215.00 FEET TO WHICH A RADIAL LINE BEARS S05°47'29"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°09'38", AN ARC DISTANCE OF 216.88 FEET; THENCE ALONG A NON-TANGENT LINE RUN S07°17'19"W, 116.73 FEET; THENCE N56°23'20"W, 653.50 FEET; THENCE N47°00'38"E, 100.08 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 875.00 FEET AND A CHORD BEARING AND DISTANCE OF N36°04'43"W, 422.41 FEET TO WHICH A RADIAL LINE BEARS S39°57'13"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°56'09", AN ARC DISTANCE OF 426.62 FEET; THENCE ALONG A NON-TANGENT LINE RUN S60°42'01"W, 73.50 FEET; THENCE S49°46'32"W, 38.76 FEET; THENCE N20°04'01"W, 122.86 FEET; THENCE N78°54'53"E, 111.13 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 875.00 FEET AND A CHORD BEARING AND DISTANCE OF N13°57'57"W, 87.95 FEET TO WHICH A RADIAL LINE BEARS S73°09'13"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°45'40", AN ARC DISTANCE OF 87.98 FEET TO THE POINT OF TANGENCY; THENCE N11°05'07"W, 130.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'31", AN ARC DISTANCE OF 0.62 FEET; THENCE ALONG A RADIAL LINE RUN S78°59'24"W, 100.00 FEET; THENCE N06°48'27"W, 196.57 FEET; THENCE S71°18'25"E, 121.40 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF N15°19'09"E, 160.17 FEET TO WHICH A RADIAL LINE BEARS N84°23'14"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°24'45", AN ARC DISTANCE OF 160.94 FEET TO THE POINT OF TANGENCY; THENCE N25°01'32"E, 395.02 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S70°01'32"W, 28.28 FEET TO WHICH A RADIAL LINE BEARS S64°58'28"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY; THENCE N64°58'28"W, 48.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 517.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'12", AN ARC DISTANCE OF 29.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 58.42 ACRES, MORE OR LESS.

PREPARED BY:



CFB

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD., WILDWOOD, FL 34785
(882) 748-3196
WWW.CFB-INC.COM CA #4709

CLYMER FARNER BARLEY

VILLAGES OF WEST LAKE UNIT NO. 51

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

KEY MAP

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,644	0.061
B	29,966	0.688
C	30,809	0.707
D	4,646	0.107
E	420,686	9.658
F	101,278	2.325
G	656,695	15.076
H	1,540	0.035
I	1,540	0.035
J	1,772	0.041

LEGEND

- INDICATES FOUND 4" X 4" CONCRETE MONUMENT NO IDENTIFICATION
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #6.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- CB INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CH INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- POC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

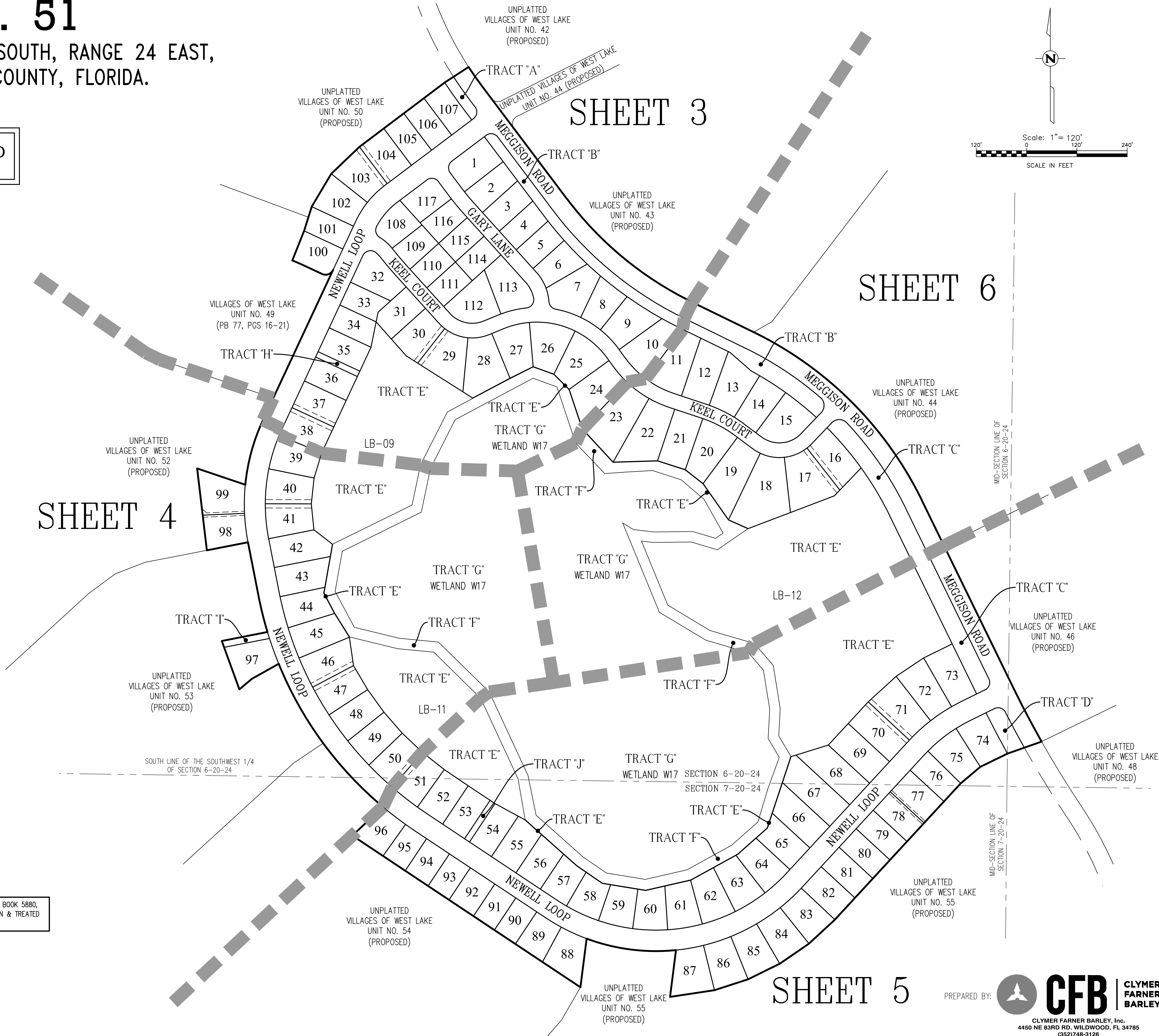
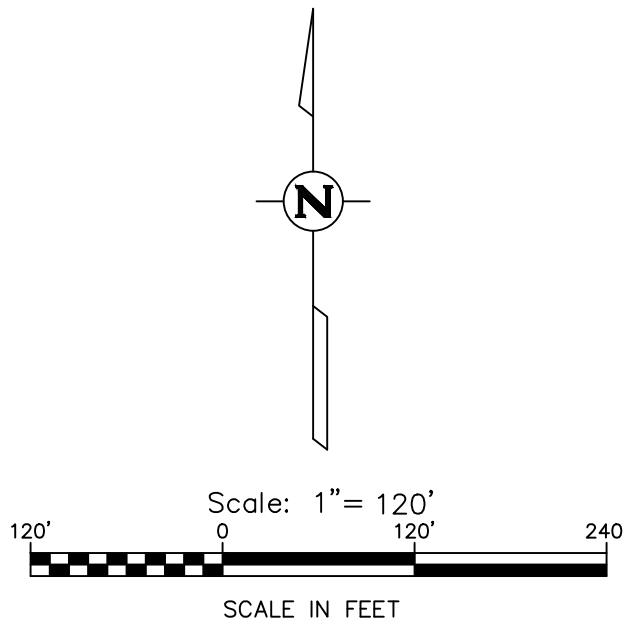
NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880, PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

SHEET 2 OF 7

PLAT BOOK

PAGE



SHEET 5

PREPARED BY:



CLYMER FARNIER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

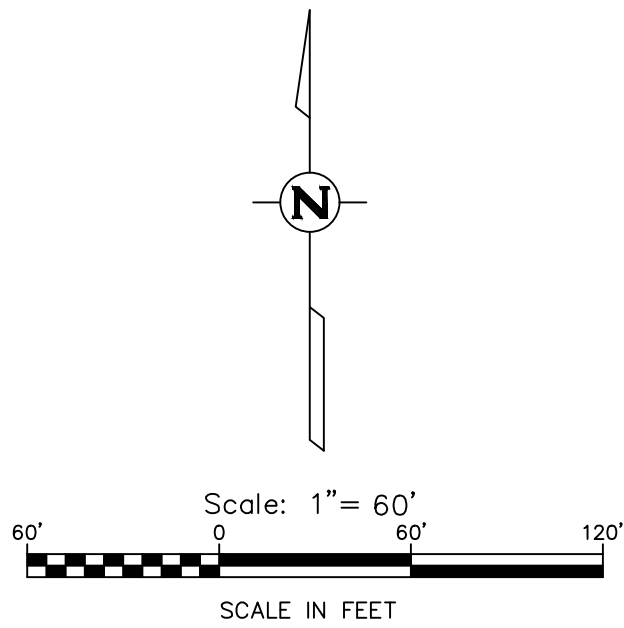
VILLAGES OF WEST LAKE UNIT NO. 51

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 3 OF 7 PLAT BOOK

PAGE

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,644	0.061
B	29,966	0.688
C	30,809	0.707
D	4,646	0.107
E	420,686	9.658
F	101,278	2.325
G	656,695	15.076
H	1,540	0.035
I	1,540	0.035
J	1,772	0.041



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C77	31.42'	20.00'	90°00'00"	N81°59'27"W	28.28'
C78	3.29'	517.50'	0°21'50"	S37°10'22"E	3.29'
C79	42.51'	517.50'	4°42'24"	S39°42'29"E	42.50'
C80	42.97'	82.50'	29°50'23"	N27°08'30"W	42.48'
C81	33.61'	20.00'	96°17'27"	N35°55'24"E	29.79'
C82	62.14'	242.50'	14°40'52"	S76°43'42"W	61.97'
C83	6.68'	242.50'	1°34'41"	S68°35'56"W	6.68'
C84	87.51'	71.50'	70°07'43"	S77°07'33"E	82.15'
C85	57.45'	225.00'	14°37'45"	S45°41'40"W	57.29'
C86	52.44'	225.00'	13°21'16"	S31°42'09"W	52.32'
C87	16.69'	425.00'	2°14'59"	S23°54'02"W	16.69'
C88	83.92'	425.00'	11°18'47"	S17°07'09"W	83.78'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	59.22'	850.00'	3°59'30"	S34°59'42"E	59.21'
C4	97.68'	200.00'	27°59'01"	S39°01'02"W	96.71'
C5	44.25'	500.00'	5°04'14"	S39°31'34"E	44.23'
C6	78.21'	100.00'	44°48'42"	N19°39'20"W	76.23'
C7	46.77'	100.00'	26°47'51"	N51°34'33"W	46.35'
C8	48.75'	719.00'	3°53'04"	S40°07'09"E	48.74'
C9	108.93'	89.00'	70°07'43"	S77°07'33"E	102.26'
C10	299.27'	225.00'	76°12'32"	N74°05'09"W	277.69'
C11	97.94'	225.00'	24°56'26"	S80°16'48"W	97.17'
C12	201.33'	225.00'	51°16'06"	N61°36'56"W	194.68'
C13	155.33'	250.00'	35°35'58"	S53°46'52"E	152.85'
C16	60.72'	871.50'	3°59'30"	S34°59'42"E	60.71'
C17	31.42'	20.00'	90°00'00"	N08°00'33"E	28.28'
C18	62.46'	896.50'	3°59'30"	S34°59'42"E	62.45'
C19	31.42'	20.00'	90°00'00"	N81°59'27"W	28.28'
C20	31.42'	20.00'	90°00'00"	S08°00'33"W	28.28'
C21	8.71'	482.50'	1°02'02"	S37°30'28"E	8.71'
C22	33.99'	482.50'	4°02'12"	S40°02'35"E	33.99'
C23	44.78'	117.50'	21°50'09"	N31°08'37"W	44.51'
C24	32.89'	117.50'	16°02'23"	N12°12'21"W	32.79'
C25	26.21'	20.00'	75°04'21"	S41°43'20"E	24.37'
C26	62.80'	242.50'	14°50'16"	N71°50'22"W	62.62'
C27	55.67'	242.50'	13°09'12"	N57°50'38"W	55.55'
C28	64.70'	242.50'	15°17'10"	N43°37'28"W	64.51'
C29	69.14'	232.50'	17°02'15"	S44°30'00"E	68.88'
C30	75.32'	232.50'	18°33'44"	S62°17'59"E	74.99'
C39	47.54'	896.50'	3°02'17"	S62°29'13"E	47.53'
C40	98.46'	896.50'	6°17'33"	S57°49'18"E	98.41'
C41	80.18'	896.50'	5°07'27"	S52°06'48"E	80.15'
C42	42.43'	896.50'	2°42'42"	S48°11'44"E	42.42'
C43	78.84'	896.50'	5°02'19"	S44°19'13"E	78.81'
C44	60.05'	896.50'	3°50'17"	S39°52'55"E	60.04'
C45	15.21'	896.50'	0°58'19"	S37°28'37"E	15.21'
C46	422.70'	896.50'	27°00'55"	S50°29'55"E	418.80'
C61	65.85'	267.50'	14°06'17"	S53°29'31"E	65.69'
C62	48.83'	267.50'	10°27'30"	S41°12'38"E	48.76'
C63	100.75'	207.50'	27°49'11"	N49°53'28"W	99.76'
C64	112.58'	207.50'	31°05'12"	N79°20'40"W	111.21'
C65	62.66'	207.50'	17°18'09"	S76°27'40"W	62.42'
C66	51.22'	106.50'	27°33'26"	N81°35'18"E	50.73'
C67	60.55'	106.50'	32°34'23"	S68°20'47"E	59.73'
C68	18.58'	106.50'	9°59'54"	S47°03'39"E	18.56'
C69	49.93'	736.50'	3°53'04"	S40°07'09"E	49.92'
C70	18.12'	82.50'	12°34'57"	N44°28'06"W	18.08'
C71	36.38'	80.00'	104°12'54"	S77°07'58"W	31.57'
C72	47.56'	701.50'	3°53'04"	S40°07'09"E	47.55'
C73	2.09'	117.50'	1°01'05"	N38°41'10"W	2.09'
C74	39.52'	117.50'	19°16'18"	N48°49'51"W	39.34'
C75	30.25'	20.00'	86°39'30"	S15°08'15"E	27.45'
C76	75.80'	175.00'	24°49'03"	S40°36'01"W	75.21'

POINT OF COMMENCEMENT
NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

SUMTER COUNTY - RANGE 23 EAST
WEST LINE OF THE SOUTHWEST 1/4
OF SECTION 6-20-24
(BEARING BASIS)
LAKE COUNTY - RANGE 24 EAST

LINE TABLE		
LINE	LENGTH	BEARING
L1	29.65'	S64°58'28"E
L2	25.53'	S35°58'53"E
L3	18.35'	N2°45'01"E
L4	38.46'	N67°48'35"E
L5	47.59'	N36°59'27"W
L8	50.90'	S45°07'53"E
L9	52.22'	S70°09'47"E
L10	61.33'	N63°27'18"E
L11	27.57'	S57°14'32"E
L12	23.71'	N11°29'08"E

LEGEND

INDICATES FOUND 4" X 4" CONCRETE MONUMENT NO IDENTIFICATION

INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)

INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.

INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE 45.)

PC INDICATES POINT OF CURVATURE

POC INDICATES POINT ON CURVE

PCC INDICATES POINT OF COMPOUND CURVATURE

PRC INDICATES POINT OF REVERSE CURVATURE

PT INDICATES POINT OF TANGENCY

DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES

GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)

SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

LB INDICATES LICENSED BUSINESS

NO. INDICATES NUMBER

6 INDICATES CENTERLINE

PG INDICATES PAGE

PGS INDICATES PAGES

SQ. FT. INDICATES SQUARE FEET

R INDICATES RIGHT-OF-WAY

W INDICATES WIDTH

(R) INDICATES RADIAL LINE

CB INDICATES CHORD BEARING

CH INDICATES CHORD DISTANCE

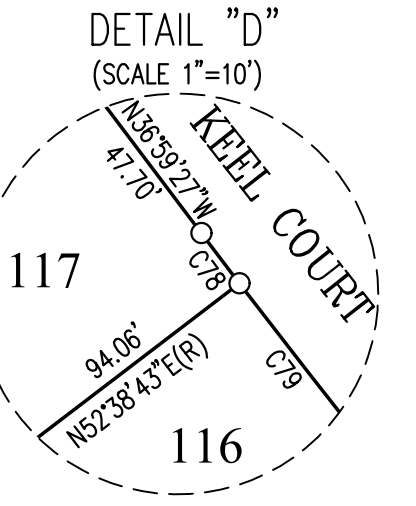
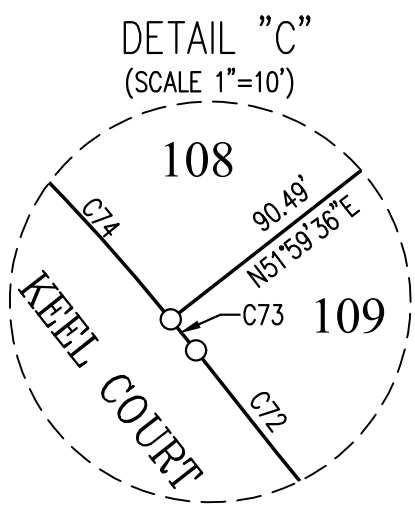
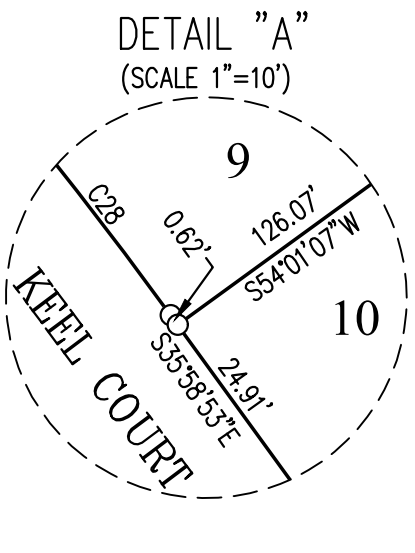
L INDICATES ARC LENGTH

Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)

C9 INDICATES CURVE NUMBER IN CURVE TABLE

LB9 INDICATES LINE NUMBER IN LINE TABLE

ORB INDICATES OFFICIAL RECORDS BOOK



NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880,
PAGE 339, (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

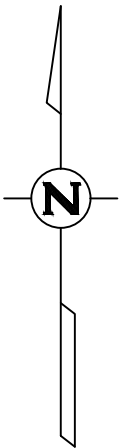
VILLAGES OF WEST LAKE UNIT NO. 51

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

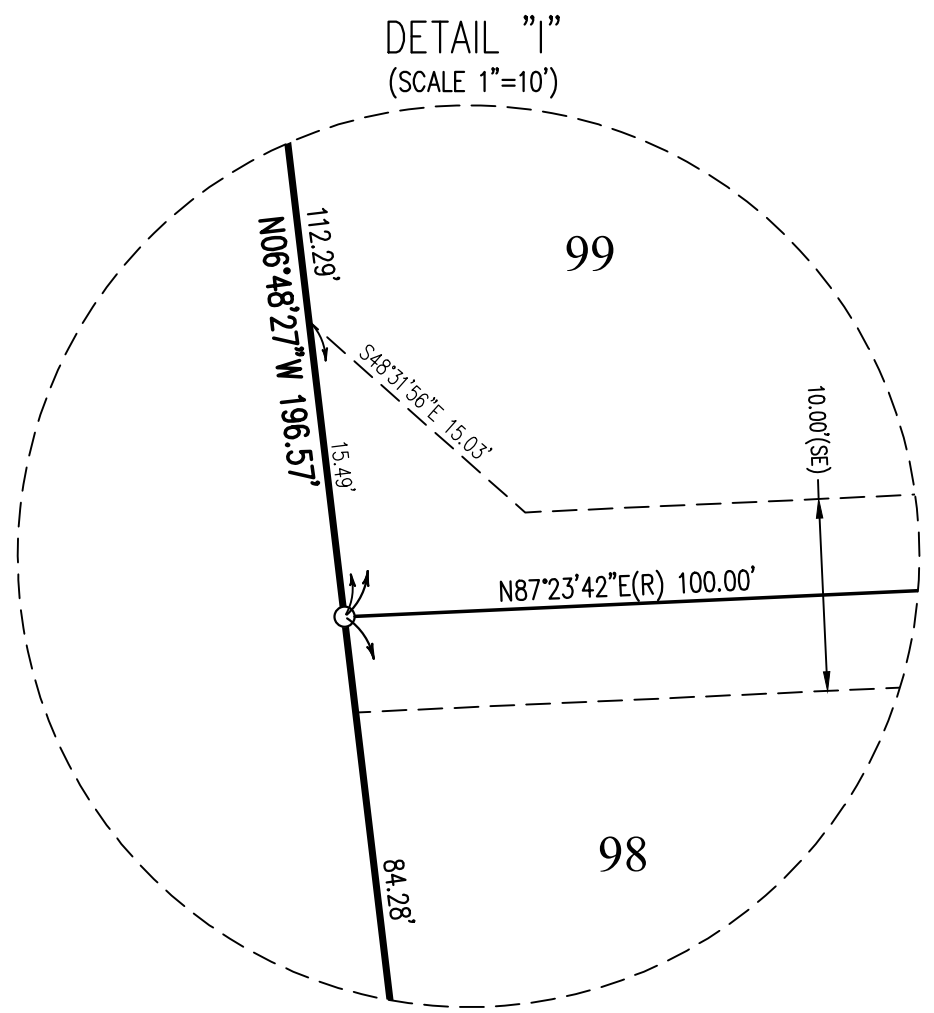
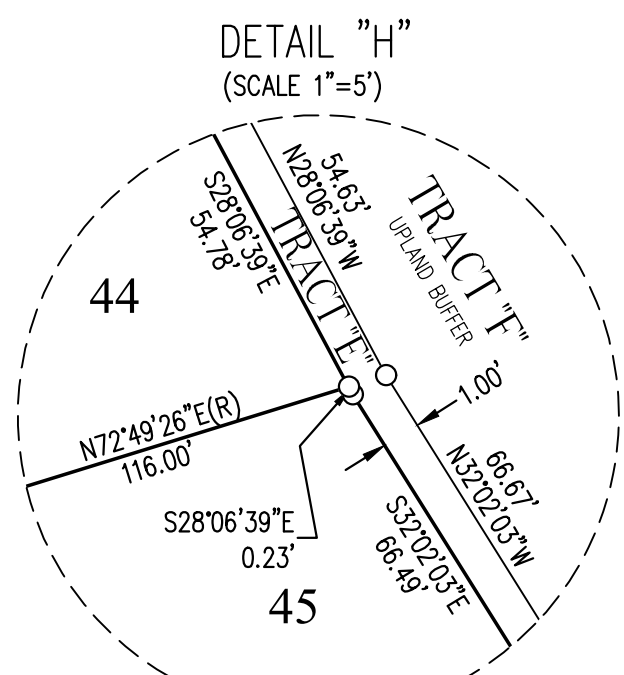
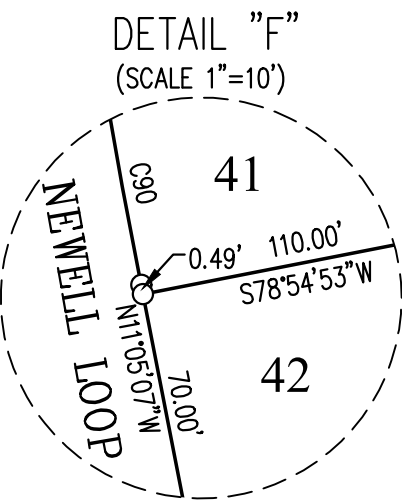
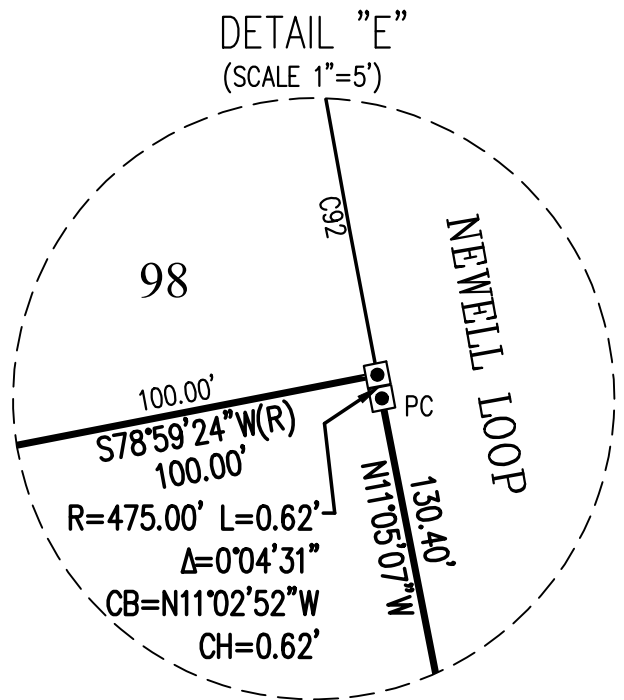
SHEET 4 OF 7

PLAT BOOK

PAGE



Scale: 1" = 60'
0 60' 120'
SCALE IN FEET

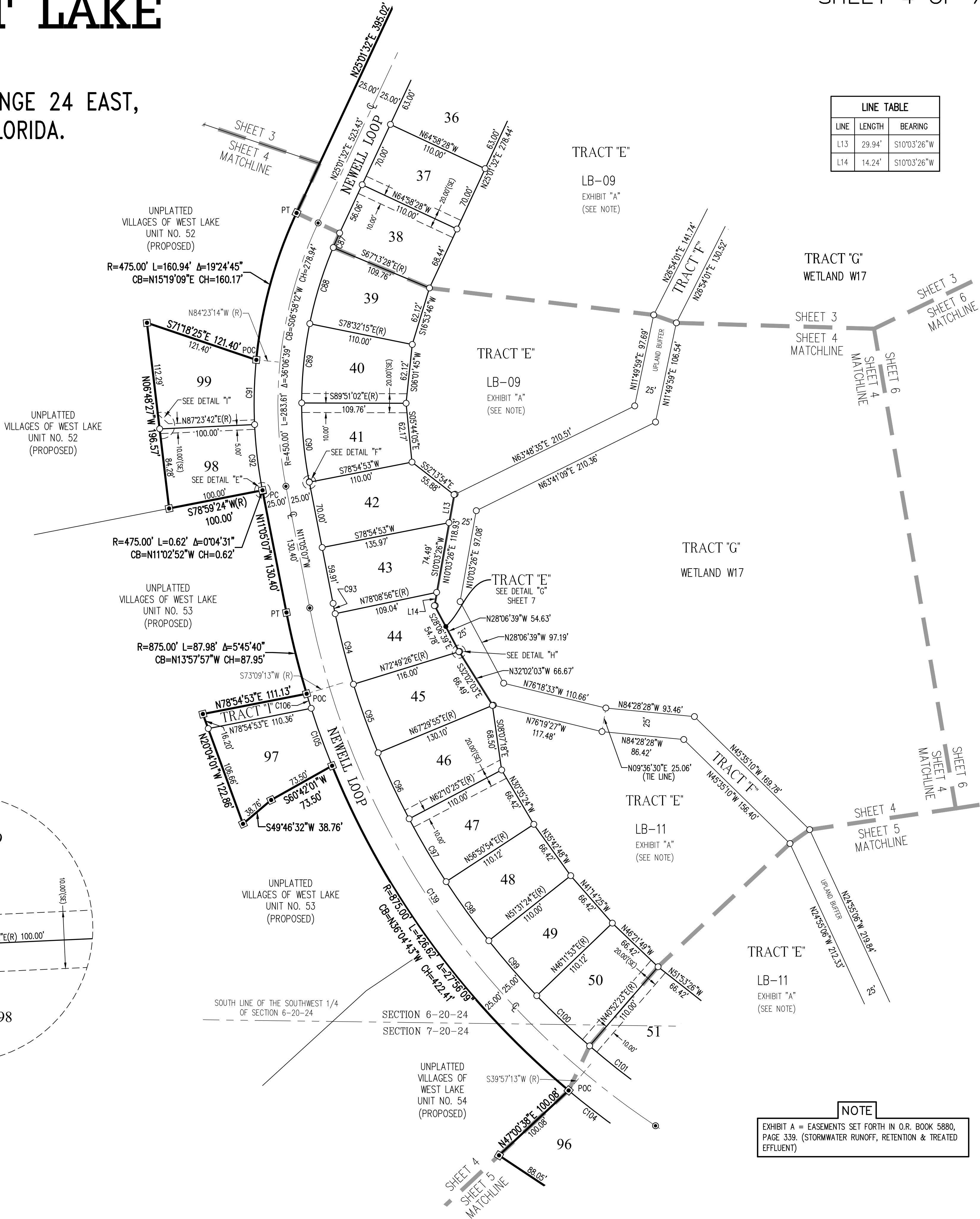


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C87	16.69'	425.00'	2°14'59"	S23°54'02"W	16.69'
C88	83.92'	425.00'	1°11'8"47"	S17°07'09"W	83.78'
C89	83.92'	425.00'	1°11'8"47"	S05°48'22"W	83.78'
C90	83.34'	425.00'	1°11'4"05"	S05°28'04"E	83.20'
C91	68.13'	475.00'	8°13'04"	S01°30'14"W	68.07'
C92	69.68'	475.00'	8°24'19"	S06°48'27"E	69.62'
C93	11.03'	825.00'	0°45'57"	S11°28'05"E	11.03'
C94	76.68'	825.00'	5°19'31"	S14°30'49"E	76.65'
C95	76.68'	825.00'	5°19'31"	S19°50'19"E	76.65'
C96	76.68'	825.00'	5°19'31"	S25°09'50"E	76.65'
C97	76.68'	825.00'	5°19'31"	S30°29'20"E	76.65'
C98	76.68'	825.00'	5°19'31"	S35°48'51"E	76.65'
C99	76.68'	825.00'	5°19'31"	S41°08'22"E	76.65'
C100	76.68'	825.00'	5°19'31"	S46°27'52"E	76.65'
C101	76.68'	825.00'	5°19'31"	S51°47'23"E	76.65'
C104	68.09'	875.00'	4°27'31"	S52°16'33"E	68.07'
C105	64.30'	875.00'	4°12'37"	S20°00'20"E	64.28'
C106	16.10'	875.00'	1°03'15"	S17°22'25"E	16.10'
C139	672.09'	850.00'	45°18'13"	S33°44'14"E	654.72'

LEGEND	
■	INDICATES FOUND 4" X 4" CONCRETE MONUMENT NO IDENTIFICATION
□	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.P.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
●	INDICATES P.V. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
PCC	INDICATES POINT ON CURVE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L13	29.94'	S10°03'26"W
L14	14.24'	S10°03'26"W

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,644	0.061
B	29,966	0.688
C	30,809	0.707
D	4,646	0.107
E	420,686	9.658
F	101,278	2.325
G	656,695	15.076
H	1,540	0.035
I	1,540	0.035
J	1,772	0.041



NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880, PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

VILLAGES OF WEST LAKE UNIT NO. 51

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

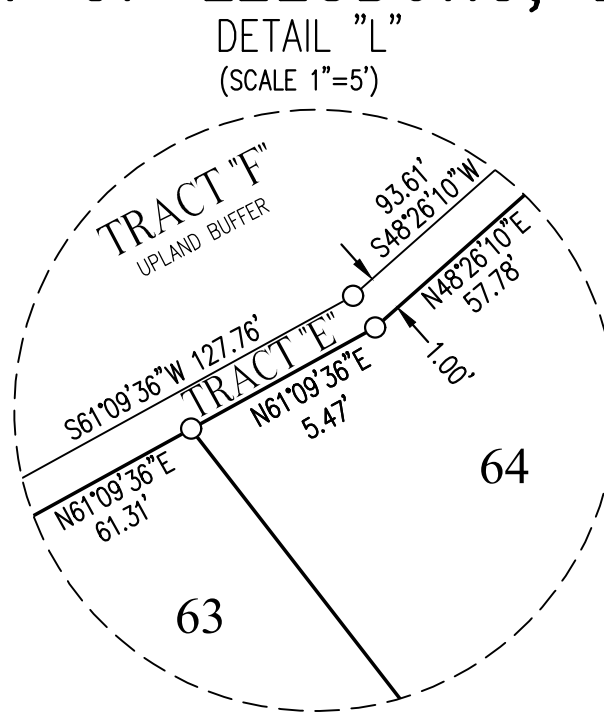
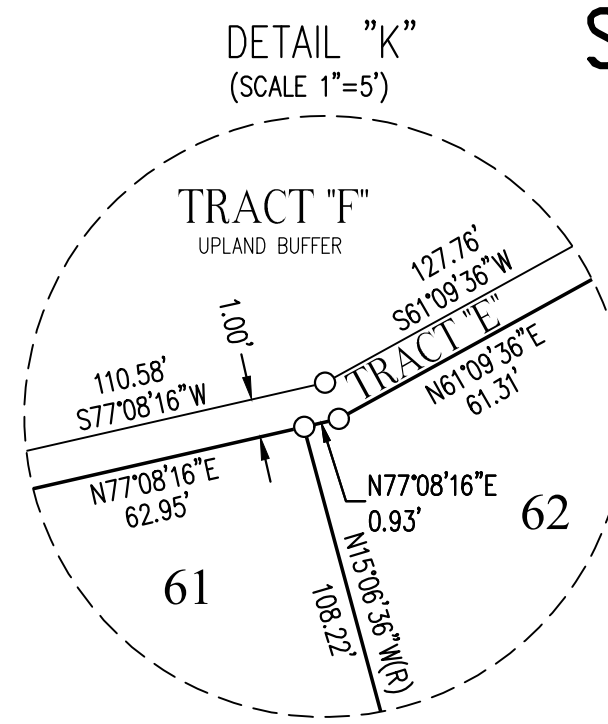
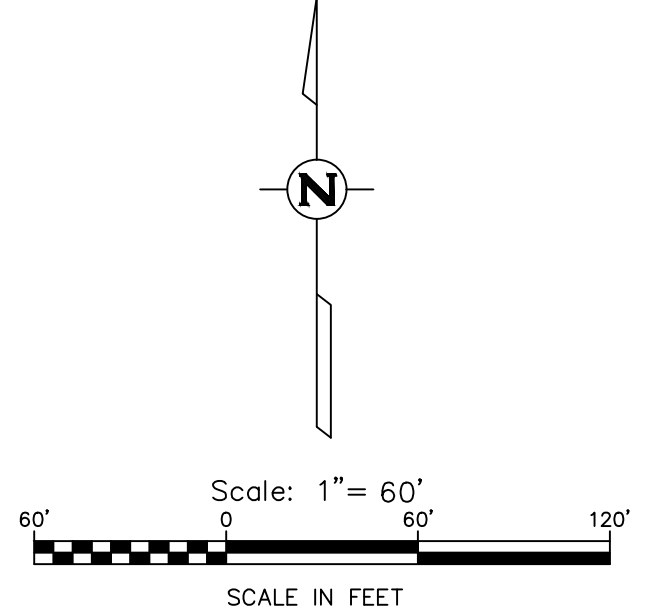
SHEET 5 OF 7

PLAT BOOK

PAGE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C2	146.77'	2500.00'	321°49'	S27°41'23"E	146.75'
C3	147.82'	400.00'	211°02'55"	S53°18'46"W	146.98'
C100	76.68'	825.00'	51°9'31"	S46°27'52"E	76.65'
C101	76.68'	825.00'	51°9'31"	S51°47'23"E	76.65'
C102	27.89'	825.00'	1°56'12"	S55°25'14"E	27.89'
C103	28.77'	875.00'	1°53'01"	S55°26'50"E	28.77'
C104	68.09'	875.00'	4°27'31"	S52°16'33"E	68.07'
C107	25.63'	425.00'	3°27'20"	S58°07'00"E	25.63'
C108	83.94'	425.00'	11°18'59"	S65°30'09"E	83.80'
C109	83.94'	425.00'	11°18'59"	S76°49'09"E	83.80'
C110	83.94'	425.00'	11°18'59"	S88°08'08"E	83.80'
C111	83.94'	425.00'	11°18'59"	N80°32'53"E	83.80'
C112	83.94'	425.00'	11°18'59"	N69°13'54"E	83.80'
C113	83.94'	425.00'	11°18'59"	N57°54'55"E	83.80'
C114	70.70'	425.00'	9°31'52"	N47°29'29"E	70.62'
C115	68.49'	475.00'	8°15'41"	N47°16'00"E	68.43'
C116	68.49'	475.00'	8°15'41"	N55°31'41"E	68.43'
C117	68.49'	475.00'	8°15'41"	N63°47'21"E	68.43'
C118	68.49'	475.00'	8°15'41"	N72°03'02"E	68.43'
C119	66.55'	475.00'	8°01'38"	N80°11'41"E	66.49'
C120	66.53'	475.00'	8°01'31"	S65°37'06"E	66.48'
C121	43.25'	475.00'	5°13'01"	S58°59'50"E	43.23'
C122	3.40'	475.00'	0°24'36"	N42°55'51"E	3.40'
C123	1.36'	425.00'	0°11'01"	S42°49'04"W	1.36'
C124	68.54'	425.00'	9°14'23"	S47°31'46"W	68.46'
C125	60.22'	425.00'	8°07'05"	S56°12'30"W	60.17'
C126	26.94'	425.00'	3°37'56"	S62°05'01"W	26.94'
C127	40.10'	375.00'	6°07'34"	S60°50'11"W	40.08'

LINE TABLE		
LINE	LENGTH	BEARING
L15	41.71'	S48°23'38"E
L16	27.29'	S55°30'40"E
L17	20.24'	S80°44'18"E
L18	18.82'	S80°44'18"E
L19	36.20'	N48°26'10"E
L20	37.31'	N18°19'35"E
L21	12.03'	N73°31'08"E



TRACT "E"
LB-12
EXHIBIT "A"
(SEE NOTE)

TRACT "E"
LB-12
EXHIBIT "A"
(SEE NOTE)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 46
(PROPOSED)

R=2478.50' L=149.33'
A=327°08"
CB=S27°44'02"E
CH=149.31'

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 48
(PROPOSED)

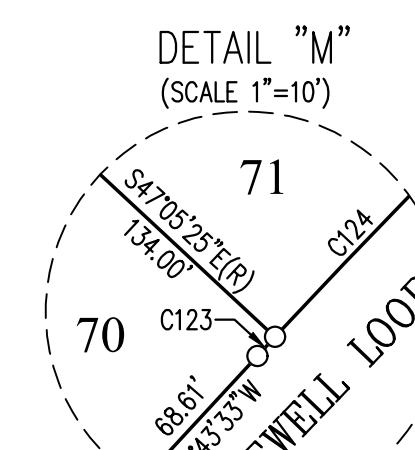
SOUTH LINE OF THE
SOUTHEAST 1/4
OF SECTION 6-20-24

LEGEND

- INDICATES FOUND 4" x 4" x 4" CONCRETE MONUMENT NO IDENTIFICATION
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(19) FLORIDA STATUTES. (SEE NOTE #5.)
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- INDICATES LICENSED BUSINESS
- INDICATES NUMBER
- INDICATES OFFICIAL RECORDS BOOK
- INDICATES POINT OF CURVATURE
- INDICATES POINT ON CURVE
- INDICATES POINT OF COMPOUND CURVATURE
- INDICATES POINT OF REVERSE CURVATURE
- INDICATES POINT OF TANGENCY
- INDICATES RADIAL LINE
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,644	0.061
B	29,966	0.688
C	30,809	0.707
D	4,646	0.107
E	420,686	9.658
F	101,278	2.325
G	656,695	15.076
H	1,540	0.035
I	1,540	0.035
J	1,772	0.041

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C128	86.36'	375.00'	131°11'40"	S51°10'34"W	86.17'
C129	12.13'	375.00'	1°51'11"	S43°39'09"W	12.13'
C130	31.38'	20.00'	89°54'27"	N18°56'45"E	28.26'
C131	31.06'	20.00'	88°59'08"	N71°36'28"W	28.03'
C132	95.48'	2521.50'	2°10'11"	S28°11'59"E	95.48'
C133	110.06'	2563.50'	2°27'36"	S27°53'21"E	110.05'
C137	142.73'	2500.00'	3°16'16"	S27°44'09"E	142.71'
C138	4.04'	2500.00'	0°05'33"	S26°03'15"E	4.04'
C139	672.09'	850.00'	45°18'13"	S33°44'14"E	654.72'



NOTE

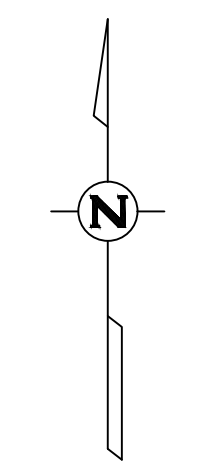
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880, PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

VILLAGES OF WEST LAKE UNIT NO. 51

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 6 OF 7

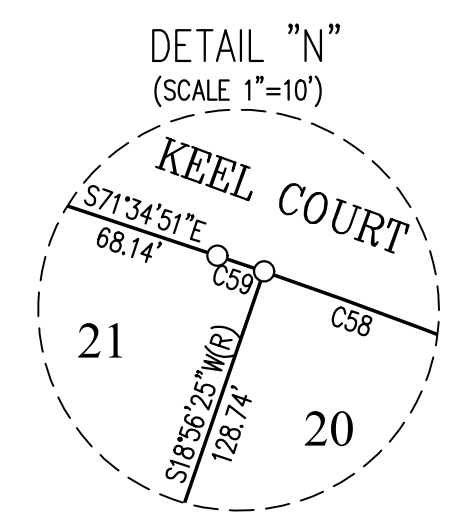
PLAT BOOK _____
PAGE _____



Scale: 1" = 60'
0 60 120
SCALE IN FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C13	155.33'	250.00'	35°35'58"	S53°46'52"E	152.85'
C14	95.40'	300.00'	18°13'15"	N62°28'14"W	95.00'
C15	128.69'	89.00'	82°50'45"	N85°13'01"E	117.77'
C29	69.14'	232.50'	17°02'15"	S44°30'00"E	68.88'
C30	75.32'	232.50'	18°33'44"	S62°17'59"E	74.99'
C31	6.81'	317.50'	1°13'44"	N70°57'59"W	6.81'
C32	66.31'	317.50'	11°57'59"	N64°22'08"W	66.19'
C33	27.85'	317.50'	5°01'33"	N55°52'22"W	27.84'
C34	103.38'	71.50'	82°50'45"	N85°13'01"E	94.61'
C35	94.67'	786.50'	6°53'47"	N50°55'44"W	94.61'
C36	73.70'	786.50'	5°22'09"	N57°03'42"W	73.68'
C37	22.58'	786.50'	1°38'42"	N60°34'08"W	22.58'
C38	190.95'	786.50'	1°35'43"	N54°26'10"W	190.48'
C39	47.54'	896.50'	3°02'17"	S62°29'13"E	47.53'
C47	213.55'	828.50'	14°46'06"	N56°37'19"W	212.96'
C48	40.59'	25.00'	93°01'55"	N02°43'19"W	36.28'
C49	248.22'	828.50'	17°09'58"	N34°35'27"W	247.30'
C50	40.59'	25.00'	93°01'55"	N89°41'24"W	36.28'
C51	125.79'	786.50'	9°09'49"	N40°20'57"W	125.66'
C52	133.97'	786.50'	9°45'34"	N30°53'15"W	133.81'
C53	259.76'	786.50'	18°55'23"	N35°28'10"W	258.58'
C54	15.07'	106.50'	8°06'24"	N47°50'51"E	15.06'
C55	59.05'	106.50'	31°46'00"	N67°47'03"E	58.29'
C56	59.05'	106.50'	31°46'00"	S80°26'57"E	58.29'
C57	20.83'	106.50'	11°12'21"	S58°57'47"E	20.80'
C58	87.27'	282.50'	17°41'59"	N62°12'36"W	86.92'
C59	2.57'	282.50'	0°31'16"	N71°19'13"W	2.57'
C60	51.53'	267.50'	11°02'11"	S66°03'46"E	51.45'
C61	65.85'	267.50'	14°06'17"	S53°29'31"E	65.69'
C62	48.83'	267.50'	10°27'30"	S41°12'38"E	48.76'
C134	563.72'	850.00'	37°59'54"	N45°00'25"W	553.44'
C135	264.07'	850.00'	17°48'01"	N55°06'22"W	263.01'
C136	299.64'	850.00'	20°11'53"	N36°06'25"W	298.10'

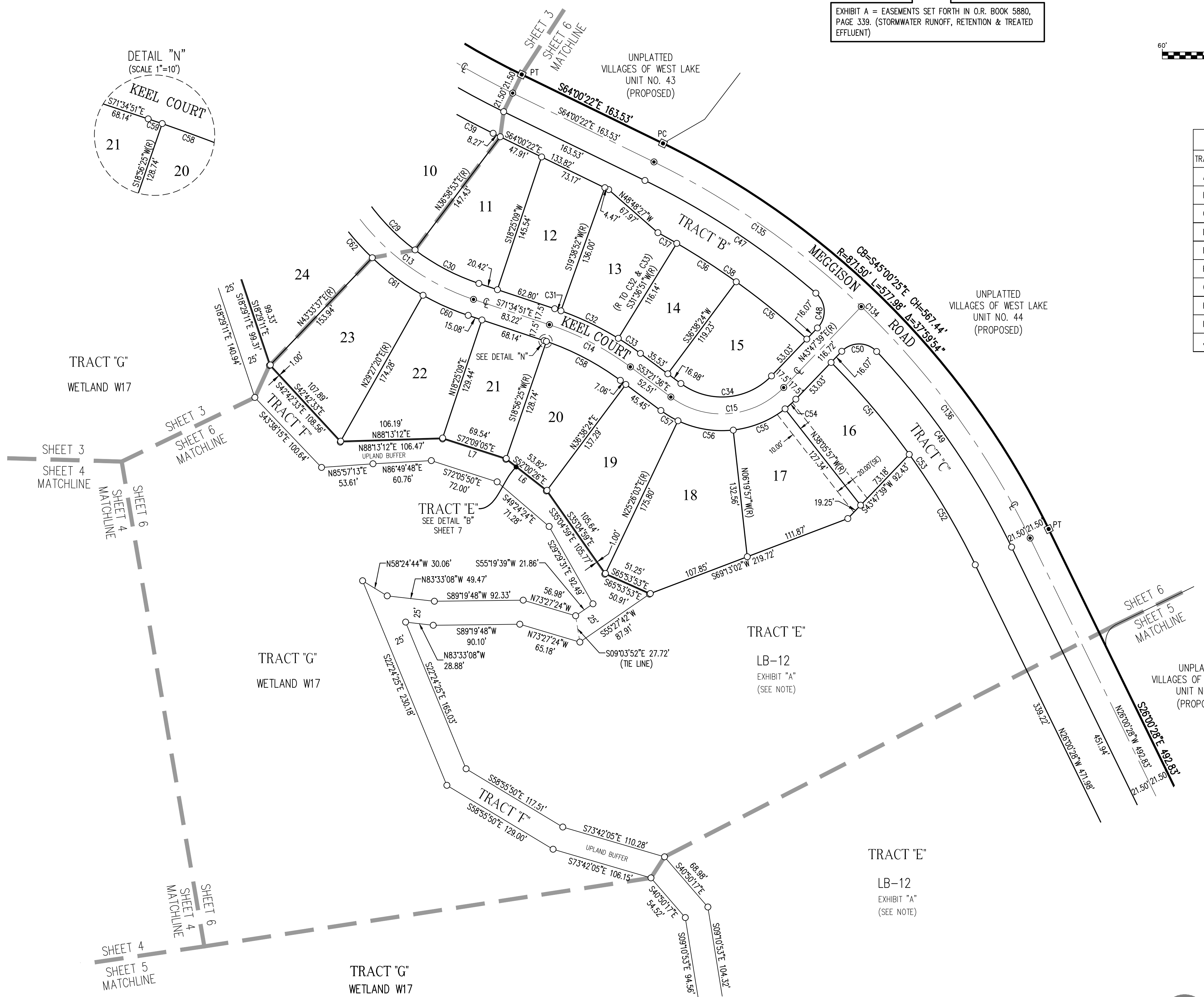
LINE TABLE		
LINE	LENGTH	BEARING
L6	53.49'	S52°00'26"E
L7	69.19'	S72°09'05"E



NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880, PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

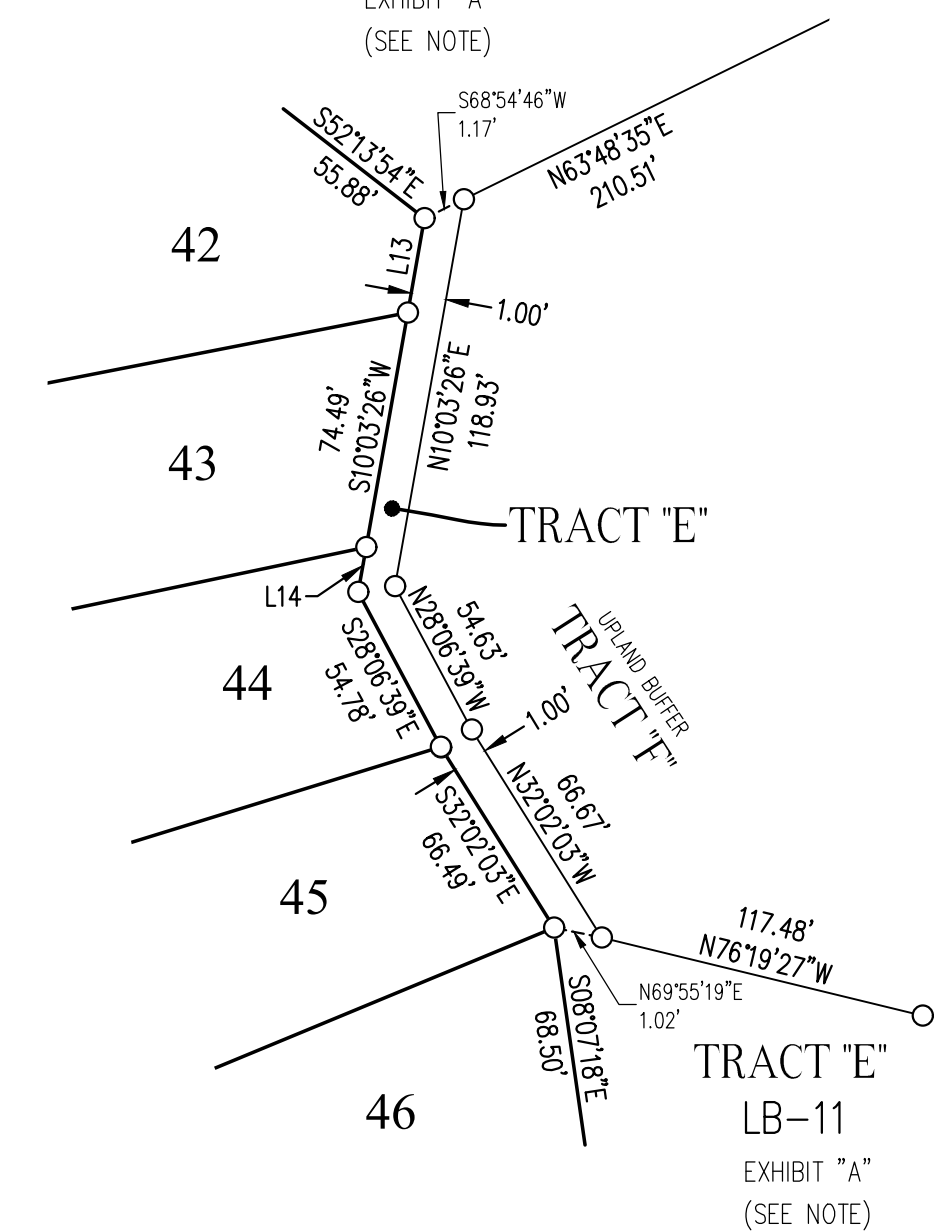
TRACT TABLE		
TRACT	SQ FT	ACREAGE
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C	30,809	0.707
D	4,646	0.107
E	420,686	9.658
F	101,278	2.325
G	656,695	15.076
H	1,540	0.035
I	1,540	0.035
J	1,772	0.041

LEGEND	
■	INDICATES FOUND 4" X 4" CONCRETE MONUMENT NO IDENTIFICATION
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.P.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
●	INDICATES P.V. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
PCC	INDICATES POINT ON CURVE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

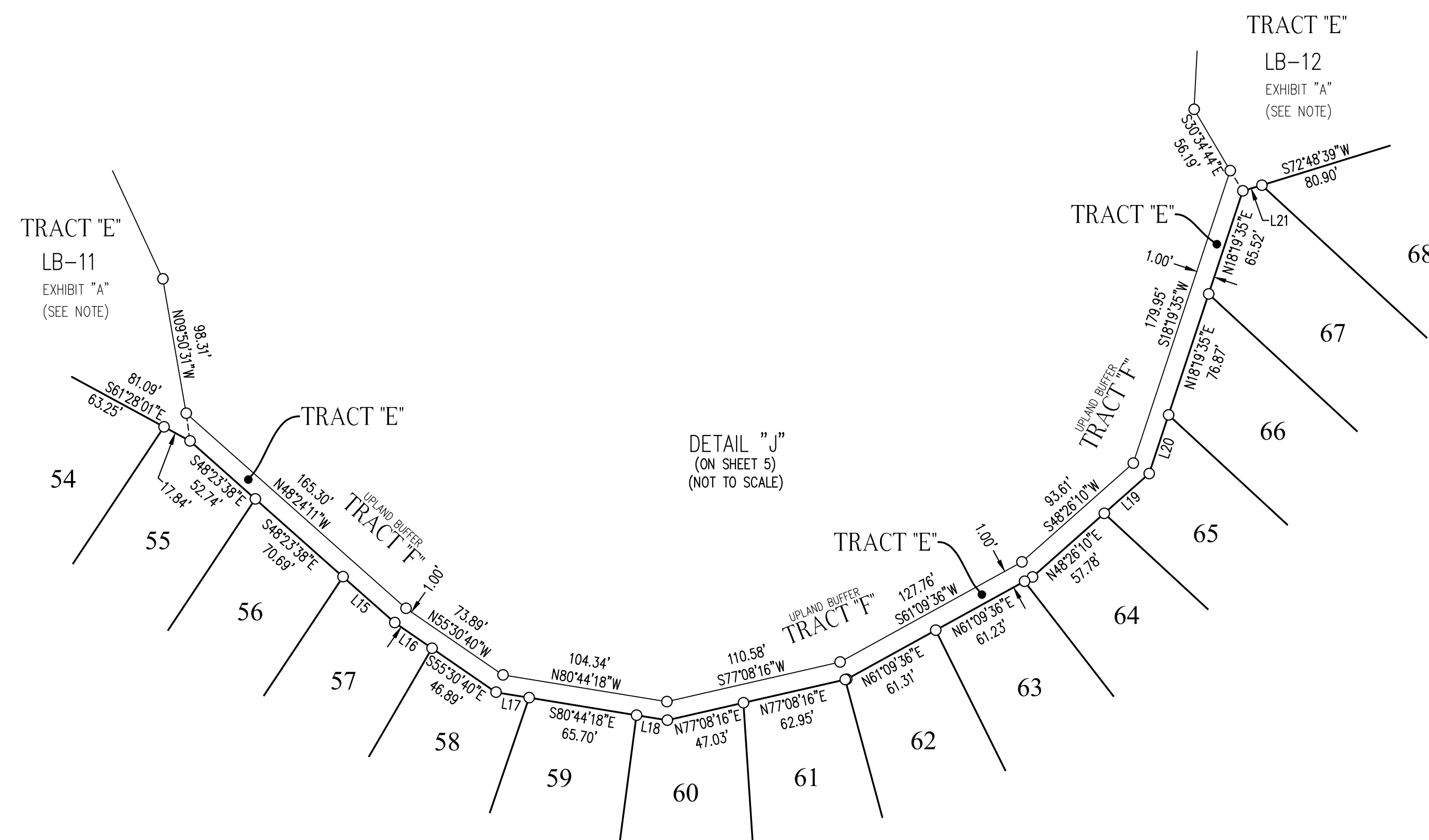


PLAT BOOK _____
PAGE _____

A north arrow pointing upwards, with a circle containing the letter 'N' at its base. Below the arrow is a graphic scale bar. The bar is divided into segments: a checkered segment from 0 to 60 feet, and a solid black segment from 60 to 120 feet. The text 'Scale: 1" = 60\'' is centered above the bar, and 'SCALE IN FEET' is centered below it.



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,644	0.061
B	29,966	0.688
C	30,809	0.707
D	4,646	0.107
E	420,686	9.658
F	101,278	2.325
G	656,695	15.076
H	1,540	0.035
I	1,540	0.035
J	1,772	0.041



 **CFB** | **CLYMER FARNER BARLEY**

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 52, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 52)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 52 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 55 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 52 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:44:48 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 52, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 52)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 52 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1528.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 336.75 FEET; THENCE S74°35'28"E, 76.27 FEET; THENCE S64°25'31"E, 74.14 FEET; THENCE S55°16'47"E, 117.83 FEET; THENCE S64°03'01"E, 38.33 FEET; THENCE S71°18'25"E, 284.59 FEET; THENCE S25°01'32"W, 57.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°24'45", AN ARC DISTANCE OF 160.94 FEET; THENCE ALONG A NON-TANGENT LINE RUN N71°18'25"W, 121.40 FEET; THENCE S06°48'27"E, 196.57 FEET; THENCE S78°59'24"W, 150.00 FEET; THENCE S68°57'12"W, 76.22 FEET; THENCE S53°29'52"W, 79.34 FEET; THENCE S47°33'41"W, 508.74 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N42°26'19"W, 110.73 FEET TO AFORESAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6; THENCE ALONG SAID WEST LINE RUN N00°45'14"E, 959.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.91 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 52 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 52

SECTIONS 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 52, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E" AND "F" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. – REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

VILLAGES OF WEST LAKE UNIT NO. 52 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E" AND "F" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 52, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME
BY: MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE _____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

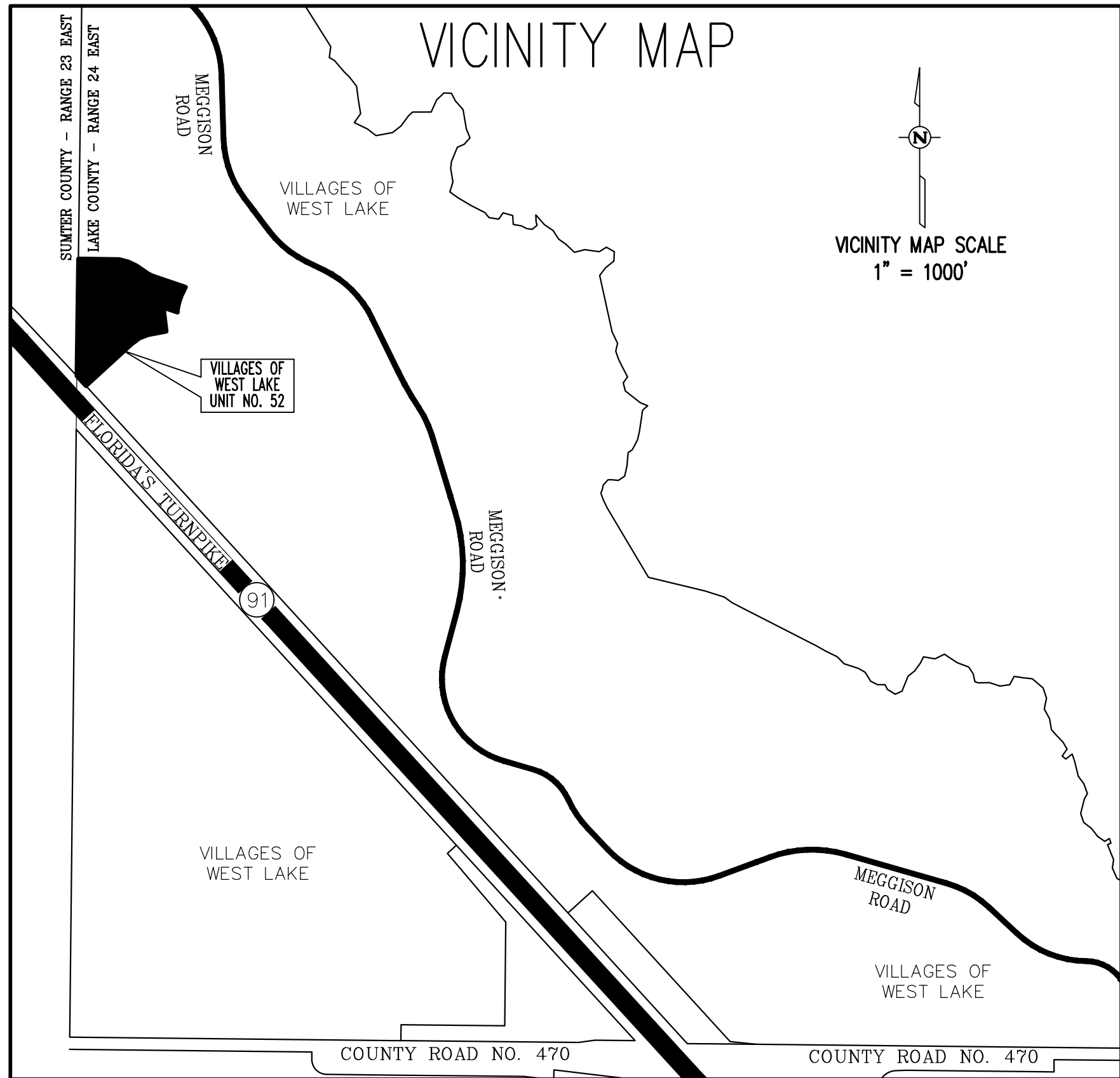
ATTEST: CITY CLERK MAYOR/COMMISSIONER
SIGNATURE SIGNATURE
PRINT NAME PRINT NAME

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 1528.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 336.75 FEET; THENCE S74°35'28"E, 76.27 FEET; THENCE S64°25'31"E, 74.14 FEET; THENCE S55°16'47"E, 117.83 FEET; THENCE S64°03'01"E, 38.33 FEET; THENCE S71°18'25"E, 284.59 FEET; THENCE S25°01'32"W, 57.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°24'45", AN ARC DISTANCE OF 160.94 FEET; THENCE ALONG A NON-TANGENT LINE RUN N71°18'25"W, 121.40 FEET; THENCE S06°48'27"E, 196.57 FEET; THENCE S78°59'24"W, 150.00 FEET; THENCE S68°57'12"W, 76.22 FEET; THENCE S53°29'52"W, 79.34 FEET; THENCE S47°33'41"W, 508.74 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N42°26'19"W, 110.73 FEET TO AFORESAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6; THENCE ALONG SAID WEST LINE RUN N00°45'14"E, 959.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.91 ACRES, MORE OR LESS.



55 LOTS – 6 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°45'14" WEST.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9.) TRACTS "C", "D", "E" AND "F" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- 10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT; THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS A, B, AND D OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C, F, AND E OF THE SUBDIVISION.
- 11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

PREPARED BY:



CFB

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD., WILDWOOD, FL 34785
(852) 748-3196
WWW.CFB-INC.COM CA #4709

CLYMER
FARNER
BARLEY

VILLAGES OF WEST LAKE UNIT NO. 52

SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2

PLAT BOOK

PAGE

POINT OF
COMMENCEMENT
NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

POINT OF
BEGINNING

VILLAGES OF WEST LAKE
UNIT NO. 49
(PB 77, PGS 16-21)

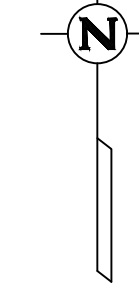
VILLAGES OF WEST LAKE
UNIT NO. 49
(PB 77, PGS 16-21)

VILLAGES OF WEST LAKE
UNIT NO. 49
(PB 77, PGS 16-21)

VILLAGES OF WEST LAKE
UNIT NO. 51
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 51
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 53
(PROPOSED)



Scale: 1" = 60'
60' 0 60' 120'
SCALE IN FEET

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	852	0.020
B	868	0.020
C	70	0.002
D	127,732	2.932
E	70	0.002
F	70	0.002

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.85'	N26°18'17"W
L2	3.81'	N71°18'25"W
L3	31.77'	N55°16'47"W
L4	3.03'	S78°59'24"W
L5	21.34'	S78°59'24"W
L6	38.68'	S68°57'12"W
L7	37.54'	S68°57'12"W
L8	22.63'	S53°29'52"W
L9	3.03'	S47°33'41"W
L10	23.29'	N42°26'19"W
L11	10.00'	S42°26'19"E
L12	29.90'	S52°10'05"E
L13	10.00'	N0°45'14"E
L14	23.29'	S71°18'25"E
L15	24.68'	N71°18'25"W
L16	7.92'	S63°41'43"W
L17	56.35'	N25°01'32"E
L18	25.45'	S52°10'05"E
L19	20.42'	S47°33'41"W
L20	32.89'	N34°43'13"E
L21	42.50'	N0°45'14"E
L22	42.50'	S42°26'19"E
L23	14.51'	N89°14'46"W
L24	28.67'	N42°26'19"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	85.02'	485.00'	10°02'36"	S10°54'32"W	84.91'
C2	3.61'	20.00'	10°20'45"	N66°08'02"W	3.61'
C3	31.92'	267.50'	6°50'10"	S67°53'20"E	31.90'
C4	42.91'	267.50'	9°11'28"	S59°52'31"E	42.86'
C5	44.48'	25.00'	101°55'56"	S73°45'16"W	38.84'
C6	35.12'	71.50'	28°08'22"	S08°43'07"W	34.76'
C7	28.28'	15.00'	108°02'18"	S59°22'14"E	24.28'
C8	72.38'	437.50'	9°28'43"	S71°20'59"W	72.29'
C9	22.15'	437.50'	2°54'04"	S77°32'22"W	22.15'
C10	64.98'	402.50'	9°14'59"	S74°21'54"W	64.91'
C11	77.84'	402.50'	11°04'52"	S64°11'59"W	77.72'
C12	77.84'	402.50'	11°04'52"	S53°07'07"W	77.72'
C13	0.12'	402.50'	0°01'00"	S47°34'11"W	0.12'
C14	23.56'	15.00'	90°00'00"	N02°33'41"E	21.21'
C15	32.04'	60.00'	30°35'53"	S27°08'23"E	31.66'
C16	6.80'	60.00'	6°29'22"	S08°35'46"E	6.79'
C17	6.39'	60.00'	6°06'19"	S02°17'55"E	6.39'
C18	23.56'	15.00'	90°00'00"	N44°14'46"W	21.21'
C19	24.56'	267.50'	5°15'34"	N86°36'59"W	24.55'
C20	56.73'	267.50'	12°09'06"	N77°54'39"W	56.63'
C21	57.72'	267.50'	12°21'46"	N65°39'13"W	57.61'
C22	19.57'	267.50'	4°11'33"	N57°22'33"W	19.57'
C23	23.20'	232.50'	5°42'59"	S58°08'16"E	23.19'
C24	41.84'	232.50'	10°18'40"	S66°09'05"E	41.78'
C25	3.56'	20.00'	101°24'1"	S76°24'44"E	3.56'
C26	30.18'	485.00'	3°33'55"	S23°14'34"W	30.18'
C27	111.37'	232.50'	27°26'44"	N74°53'46"W	110.31'
C28	39.80'	25.00'	91°13'18"	N15°33'45"W	35.73'
C29	40.54'	106.50'	21°48'38"	S19°08'35"W	40.30'
C30	25.26'	106.50'	13°35'21"	S01°26'36"W	25.20'
C31	27.18'	25.00'	62°16'55"	N25°47'23"E	25.86'
C32	71.54'	437.50'	9°22'10"	S52°14'46"W	71.46'
C33	55.45'	25.00'	127°05'14"	S68°53'42"E	44.76'
C34	41.93'	25.00'	96°06'20"	S42°42'06"W	37.19'
C35	2.54'	232.50'	0°37'38"	N88°55'57"W	2.54'
C36	36.02'	475.00'	4°20'41"	S20°51'56"W	36.01'
C37	36.02'	475.00'	4°20'41"	S16°31'15"W	36.01'
C38	69.93'	250.00'	16°01'38"	S63°17'36"E	69.70'
C39	148.21'	250.00'	33°58'00"	N72°15'46"W	146.05'
C40	62.25'	89.00'	40°04'18"	S14°41'04"W	60.98'
C41	4.53'	42.50'	6°06'19"	S02°17'55"E	4.53'
C42	27.51'	42.50'	37°05'15"	S23°53'42"E	27.03'
C43	230.38'	420.00'	31°25'43"	S63°16'33"W	227.51'
C44	93.98'	420.00'	12°49'12"	S53°58'17"W	93.78'
C45	136.41'	420.00'	18°36'31"	S69°41'08"W	135.81'
C46	26.29'	20.00'	75°18'33"	N23°18'23"W	24.44'
C47	72.42'	475.00'	8°44'08"	S09°58'50"W	72.35'
C48	26.33'	20.00'	75°26'39"	N60°45'36"E	24.47'
C49	16.48'	475.00'	1°59'15"	S24°01'54"W	16.48'

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- INDICATES CHORD BEARING
- INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
| ORB | INDICATES OFFICIAL RECORDS BOOK | PB | INDICATES PLAT BOOK |
| PC | INDICATES POINT OF CURVATURE | PG | INDICATES PAGE |
| POC | INDICATES POINT ON CURVE | PGS | INDICATES PAGES |
| PCC | INDICATES POINT OF COMPOUND CURVATURE | SQ FT | INDICATES SQUARE FEET |
| PRC | INDICATES POINT OF REVERSE CURVATURE | R/W | INDICATES RIGHT-OF-WAY |
| PT | INDICATES POINT OF TANGENCY | | |
| R | INDICATES RADIUS LENGTH | | |
| (R) | INDICATES RADIAL LINE | | |
| DRA | INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES | | |
| GFE | INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS) | | |
| SE | INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. | | |

PREPARED BY:



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 53, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 53)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 53 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 36 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 53 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:45:21 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 53, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06 AND 07, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 53)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 53 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 2487.91 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN S42°26'19"E, 110.73 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N47°33'41"E, 508.74 FEET; THENCE N53°29'52"E, 79.34 FEET; THENCE N68°57'12"E, 76.22 FEET; THENCE N78°59'24"E, 250.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF S11°02'52"E, 0.62 FEET TO WHICH A RADIAL LINE BEARS S78°59'24"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°04'31", AN ARC DISTANCE OF 0.62 FEET TO THE POINT OF TANGENCY; THENCE S11°05'07"E, 130.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 875.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°45'40", AN ARC DISTANCE OF 87.98 FEET; THENCE ALONG A NON-TANGENT LINE RUN S78°54'53"W, 111.13 FEET; THENCE S20°04'01"E, 122.86 FEET; THENCE N49°46'32"E, 38.76 FEET; THENCE N60°42'01"E, 73.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 875.00 FEET AND A CHORD BEARING AND DISTANCE OF S29°14'02"E, 217.00 FEET TO WHICH A RADIAL LINE BEARS S67°53'21"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°14'46", AN ARC DISTANCE OF 217.56 FEET; THENCE ALONG A NON-TANGENT LINE RUN S56°02'43"W, 84.52 FEET; THENCE S47°33'41"W, 597.33 FEET TO AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N42°26'19"W, 628.35 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.57 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 53 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 53

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 53, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E" AND "F" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE BY: _____
PRINT NAME MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE BY: _____
PRINT NAME C. DALE BORROWMAN,
CHAIR
(2) _____
SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. – REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

_____, DATE: _____
SIGNATURE
RONALD W. HERR, P.L.S., REGISTRATION NUMBER 4907
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 2487.91 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN S42°26'19"E, 110.73 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N47°33'41"E, 508.74 FEET; THENCE N53°29'52"E, 79.34 FEET; THENCE N68°57'12"E, 76.22 FEET; THENCE N78°59'24"E, 250.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF S11°02'52"E, 0.62 FEET TO WHICH A RADIAL LINE BEARS S78°59'24"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°04'31", AN ARC DISTANCE OF 0.62 FEET TO THE POINT OF TANGENCY; THENCE S11°05'07"E, 130.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 875.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°45'40", AN ARC DISTANCE OF 87.98 FEET; THENCE ALONG A NON-TANGENT LINE RUN S78°54'53"W, 111.13 FEET; THENCE S20°04'01"E, 122.86 FEET; THENCE N49°46'32"E, 38.76 FEET; THENCE N60°42'01"E, 73.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 875.00 FEET AND A CHORD BEARING AND DISTANCE OF S29°14'02"E, 217.00 FEET TO WHICH A RADIAL LINE BEARS S67°53'21"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°14'46", AN ARC DISTANCE OF 217.56 FEET; THENCE ALONG A NON-TANGENT LINE RUN S56°02'43"W, 84.52 FEET; THENCE S47°33'41"W, 597.33 FEET TO AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N42°26'19"W, 628.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.57 ACRES, MORE OR LESS.

VILLAGES OF WEST LAKE UNIT NO. 53 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E" AND "F" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 53, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

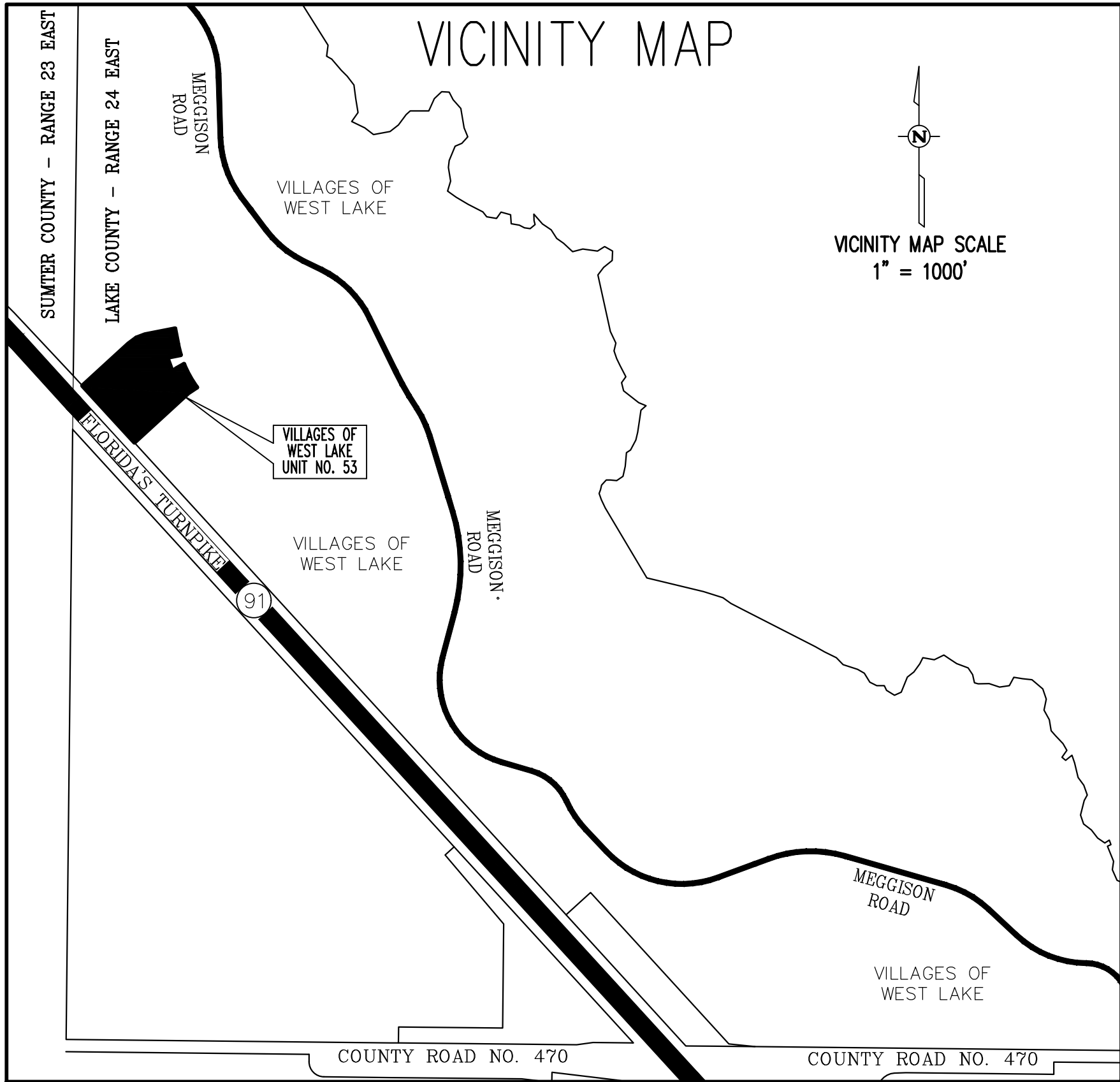
WITNESSES AS TO ALL THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME
BY: _____
MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL



36 LOTS – 6 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 00°45'14" EAST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A", "B", "C" AND "D" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "E" AND "F" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO: (I) TRACTS A, B, C, AND D; (II) THE SOUTHERN BOUNDARY OF HOMESITES 1 AND 2; AND (III) THE SOUTHWESTERN BOUNDARY OF HOMESITES 26 AND 27 OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO THAT PORTION OF MARY LOOP BETWEEN HOMESITES 26 AND 27 OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE _____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK MAYOR/COMMISSIONER
SIGNATURE SIGNATURE
PRINT NAME PRINT NAME

PREPARED BY:



CFB

**CLYMER
FARNER
BARLEY**

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(852) 748-3196
WWW.CFB-INC.COM CA #4709

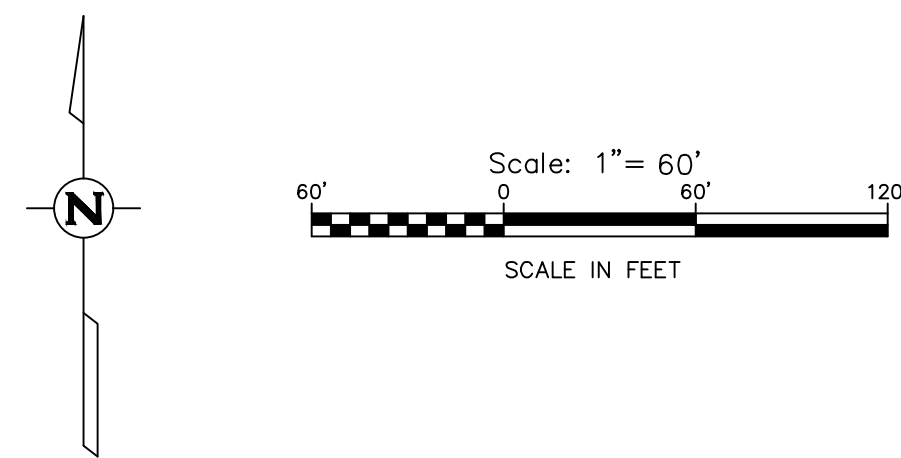
VILLAGES OF WEST LAKE
UNIT NO. 53

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2

PLAT BOOK

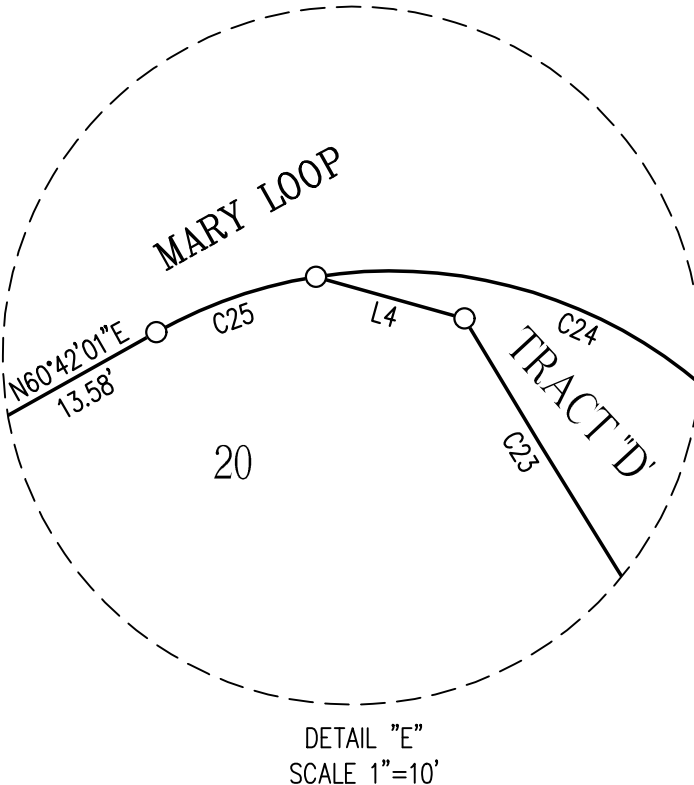
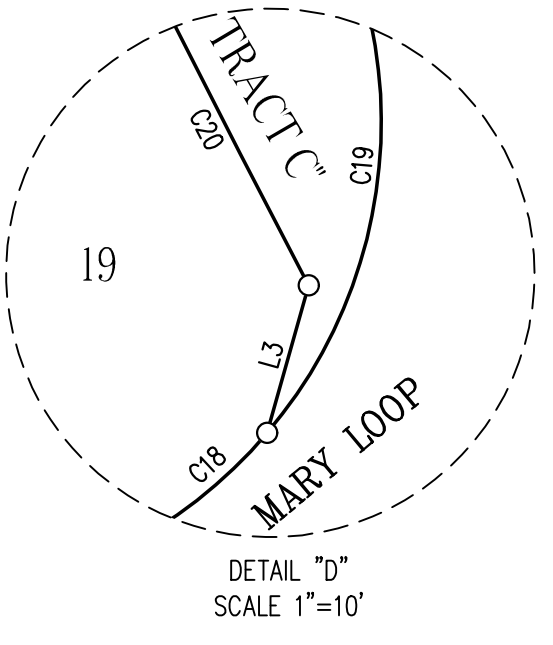
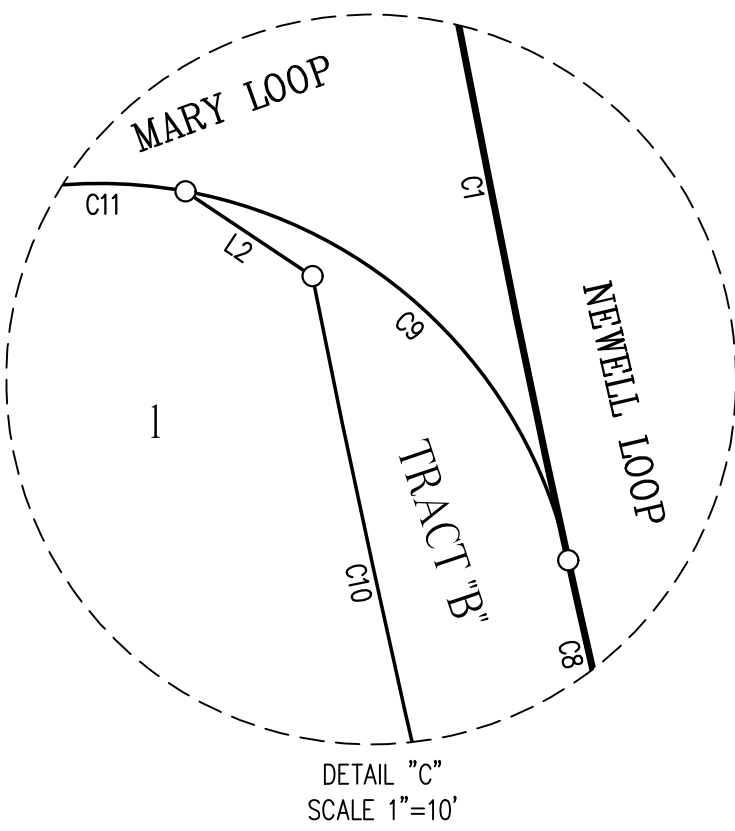
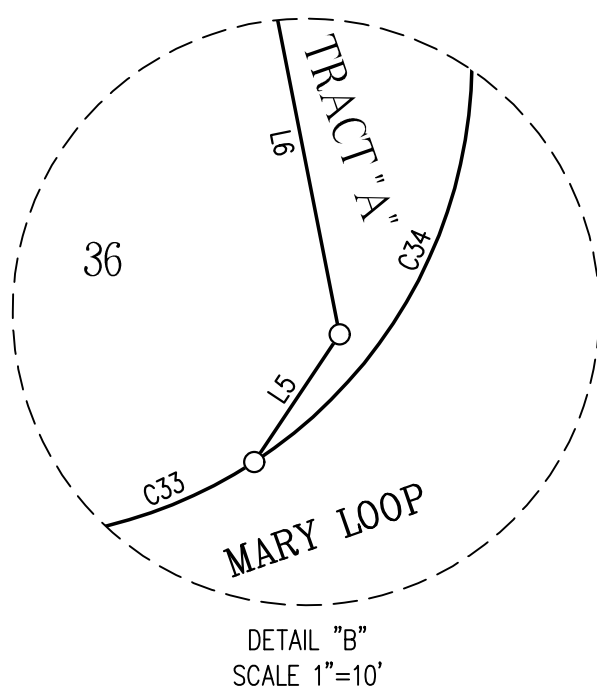
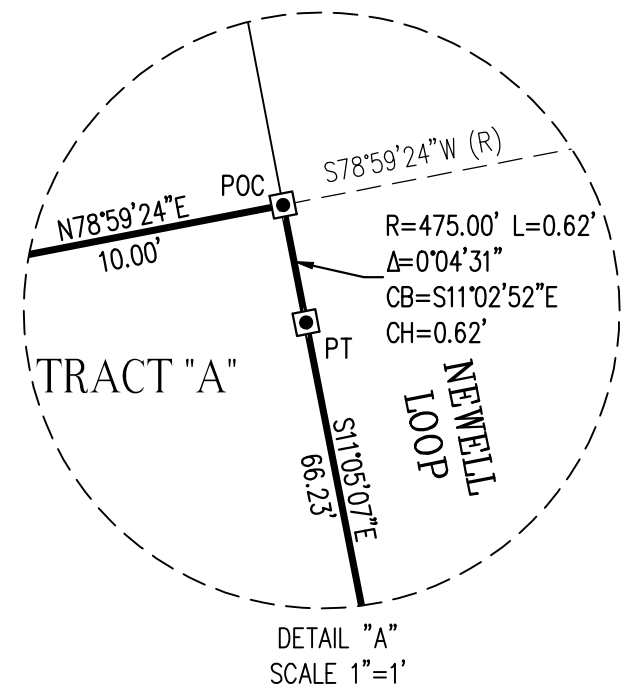
PAGE



LINE TABLE		
LINE	LENGTH	BEARING
L1	37.57'	S60°42'01"W
L2	7.95'	N56°12'27"W
L3	7.96'	S15°43'19"W
L4	8.03'	N74°16'41"W
L5	8.00'	N33°47'33"E
L6	84.38'	N11°05'07"W

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5880,
PAGE 339. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)



SUMTER COUNTY - RANGE 23 EAST

SECTION 1-20-23
OF SECTION 6-20-24
(BEARING BASIS)

LAKE COUNTY - RANGE 24 EAST

POINT OF
COMMENCEMENT
NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

POINT OF
BEGINNING

STATE PLANE COORDINATE
ZONE EAST
N=1613936.6464
E=350633.8632

707 Florida Power
Corporation Easement
(See 19a Pg 12)

FLORIDA'S TURNPIKE
(A 300' WIDE RIGHT-OF-WAY
PER FLORIDA TURNPIKE AUTHORITY
RIGHT-OF-WAY MAP)

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	816	0.02
B	822	0.02
C	829	0.02
D	813	0.02
E	150,805	3.46
F	49,755	1.14

PREPARED BY:



CFB
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD, WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

**CLYMER
FARNER
BARLEY**

STATE PLANE COORDINATE
ZONE EAST
N=1613472.9207
E=351057.8764

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	20.26'	875.00'	11°19'35"	S11°44'55"E	20.26'
C2	109.44'	200.00'	31°21'12"	S63°14'17"W	108.08'
C3	66.76'	42.50'	90°00'00"	S02°33'41"W	60.10'
C4	66.76'	42.50'	90°00'00"	S87°26'19"E	60.10'
C5	45.86'	200.00'	13°08'20"	S54°07'51"W	45.76'
C6	41.33'	875.00'	2°42'24"	S27°56'47"E	41.33'
C7	41.33'	875.00'	2°42'24"	S30°39'11"E	41.33'
C8	67.73'	875.00'	4°26'05"	S14°37'45"E	67.71'
C9	29.35'	25.00'	67°15'14"	N46°02'20"W	27.69'
C10	84.81'	885.00'	5°29'26"	S14°02'09"E	84.78'
C11	9.35'	25.00'	21°25'10"	S89°37'28"W	9.29'
C12	73.00'	182.50'	22°55'10"	S67°27'18"W	72.52'
C13	26.86'	182.50'	8°26'03"	S51°46'42"W	26.84'
C14	39.27'	25.00'	90°00'00"	S02°33'41"W	35.36'
C15	39.27'	25.00'	90°00'00"	S87°26'19"E	35.36'
C16	20.73'	217.50'	5°27'44"	S50°17'33"W	20.73'
C17	29.14'	217.50'	7°40'36"	S56°51'43"W	29.12'
C18	8.89'	25.00'	20°22'56"	N50°30'33"E	8.85'
C19	29.20'	25.00'	66°54'40"	N06°51'45"E	27.56'
C20	85.08'	885.00'	5°30'30"	S24°56'48"E	85.05'
C21	68.45'	875.00'	4°28'57"	S24°21'07"E	68.44'
C22	66.44'	875.00'	4°21'01"	S34°10'54"E	66.42'
C23	63.85'	885.00'	5°25'43"	S33°36'55"E	63.82'
C24	29.24'	25.00'	67°00'40"	N65°30'43"W	27.60'
C25	8.85'	25.00'	20°16'56"	S70°50'29"W	8.80'
C26	34.67'	182.50'	10°53'00"	S55°15'31"W	34.61'
C27	7.18'	182.50'	2°15'20"	S48°41'21"W	7.18'
C28	94.25'	60.00'	90°00'00"	S87°26'19"E	84.85'
C29	94.25'	60.00'	90°00'00"	S02°33'41"W	84.85'
C30	45.36'	217.50'	11°56'55"	S53°32'08"W	45.28'
C31	56.28'	217.50'	14°49'34"	S66°55'23"W	56.12'
C32	17.38'	217.50'	4°34'43"	S76°37'32"W	17.38'
C33	9.59'	25.00'	21°58'36"	N67°55'35"E	9.53'
C34	29.68'	25.00'	68°01'24"	N22°55'35"E	27.97'

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.R.M. AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #3.)
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- INDICATES CHORD BEARING
- INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- INDICATES LICENSED BUSINESS
- INDICATES NUMBER
- INDICATES OFFICIAL RECORDS BOOK
- INDICATES POINT OF CURVATURE
- INDICATES POINT ON CURVE
- INDICATES POINT OF COMPOUND CURVATURE
- INDICATES POINT OF REVERSE CURVATURE
- INDICATES POINT OF TANGENCY
- INDICATES RADIAL LINE
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- INDICATES PLAT BOOK
- INDICATES PAGE
- INDICATES PAGES
- INDICATES SQUARE FEET
- INDICATES RIGHT-OF-WAY

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 54, a subdivision of the City of Leesburg, Florida, being a portion of Section 06 and 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 54)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 54 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 72 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 54 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:46:01 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 54, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 06 AND 07, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 54)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 54 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 2487.91 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN S42°26'19"E, 739.09 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N47°33'41"E, 597.33 FEET; THENCE N56°02'43"E, 84.52 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 875.00 FEET AND A CHORD BEARING AND DISTANCE OF S43°12'06"E, 208.57 FEET TO WHICH A RADIAL LINE BEARS S53°38'35"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°41'23", AN ARC DISTANCE OF 209.06 FEET; THENCE ALONG A NON-TANGENT LINE RUN S47°00'38"W, 100.08 FEET; THENCE S56°23'20"E, 653.50 FEET; THENCE S29°54'13"W, 90.19 FEET; THENCE S41°14'47"W, 292.00 FEET; THENCE S42°26'19"E, 3.87 FEET; THENCE S47°33'41"W, 35.00 FEET; THENCE S41°14'47"W, 332.01 FEET TO AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N42°26'19"W, 956.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.07 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 54 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

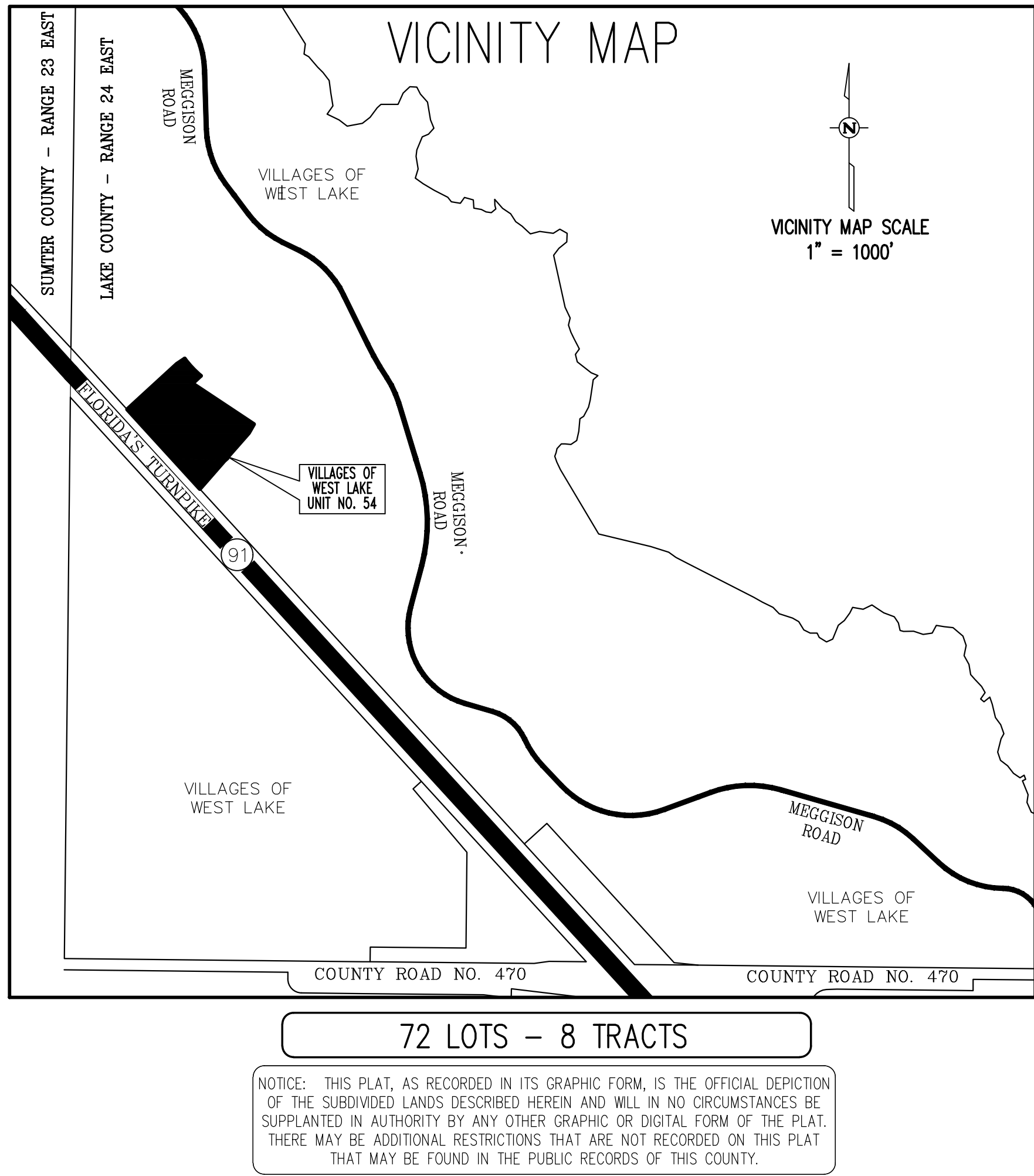
Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 54

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



NOTES:

- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°45'14" WEST.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9.) TRACTS "C", "D", "E", "F", "G" AND "H" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- 10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT C OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS D, E, G, AND H OF THE SUBDIVISION.
- 11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

SHEET 1 OF 4

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 54, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G" AND "H" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: _____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. – REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

_____, DATE: _____
SIGNATURE

RONALD W. HERR, P.L.S., REGISTRATION NUMBER 4907
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 2487.91 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN S42°26'19"E, 739.09 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N47°33'41"E, 597.33 FEET; THENCE N56°02'43"E, 84.52 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 875.00 FEET AND A CHORD BEARING AND DISTANCE OF S43°12'06"E, 208.57 FEET TO WHICH A RADIAL LINE BEARS S53°38'35"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°41'23", AN ARC DISTANCE OF 209.06 FEET; THENCE ALONG A NON-TANGENT LINE RUN S47°00'38"W, 100.08 FEET; THENCE S56°23'20"E, 653.50 FEET; THENCE S29°54'13"W, 90.19 FEET; THENCE S41°14'47"W, 292.00 FEET; THENCE S42°26'19"E, 3.87 FEET; THENCE S47°33'41"W, 35.00 FEET; THENCE S41°14'47"W, 332.01 FEET TO AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN N42°26'19"W, 956.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.07 ACRES, MORE OR LESS.

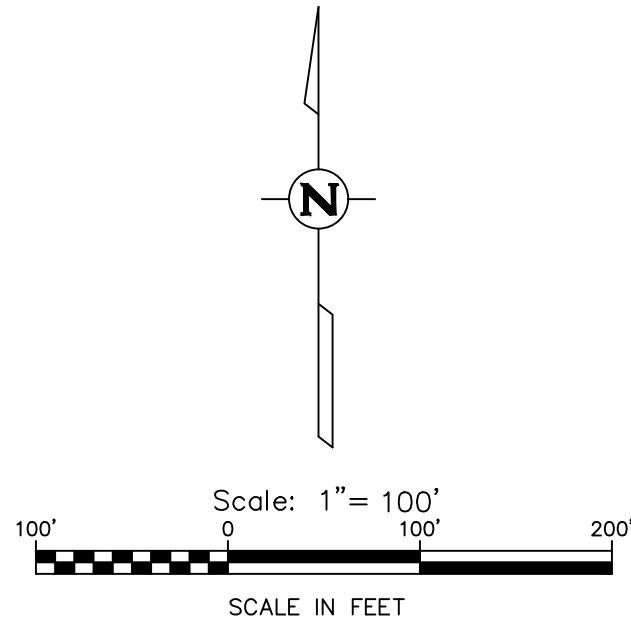
VILLAGES OF WEST LAKE UNIT NO. 54

SECTION 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 4

PLAT BOOK _____

PAGE _____

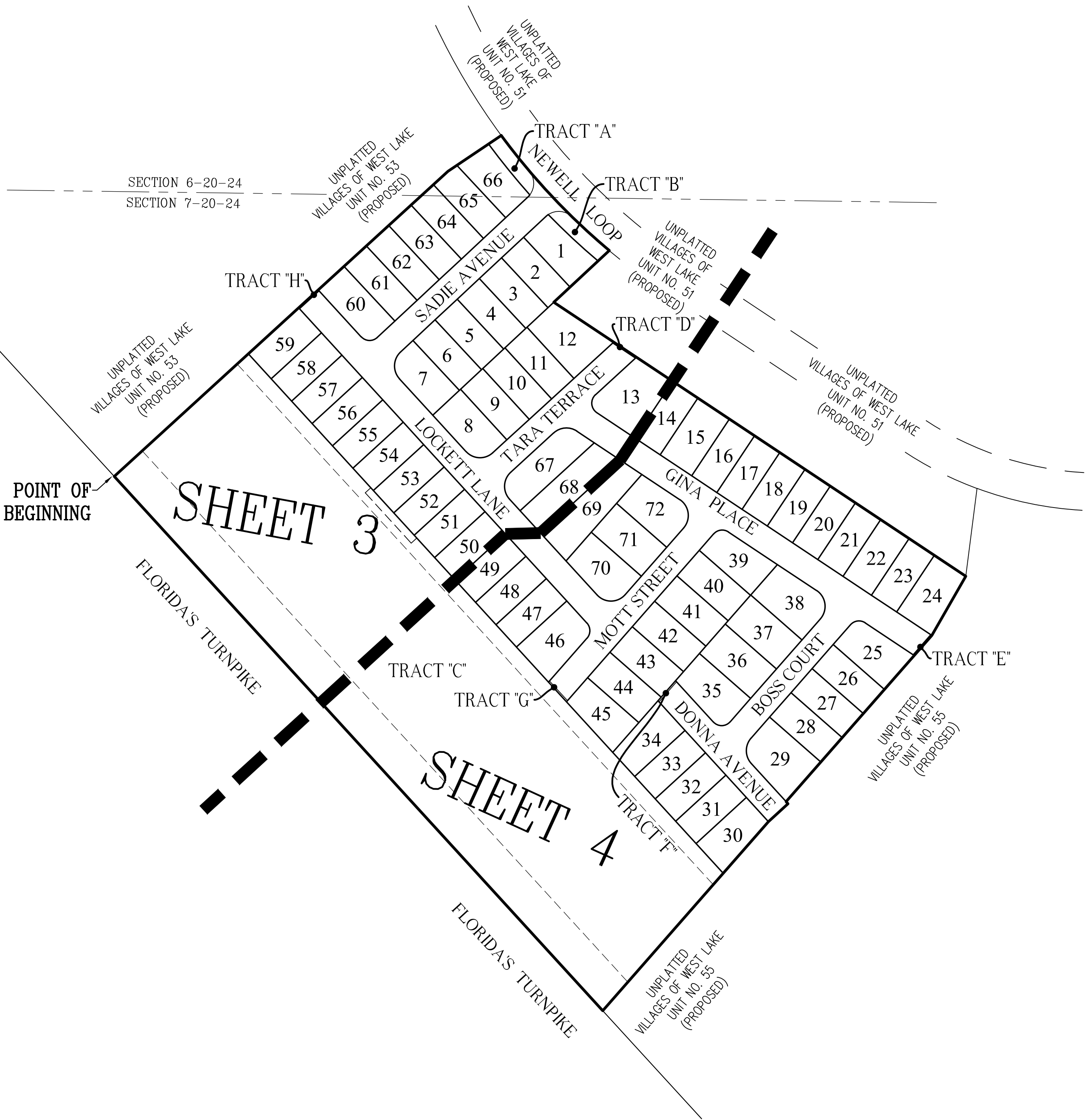


TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,585	0.036
B	1,683	0.039
C	226,270	5.194
D	72	0.002
E	71	0.002
F	70	0.002
G	70	0.002
H	70	0.002

SUMTER COUNTY - RANGE 23 EAST
LAKE COUNTY - RANGE 24 EAST
12 7

POINT OF
COMMENCEMENT
NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

KEY MAP



LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #6.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE, FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

PREPARED BY:



CFB
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

VILLAGES OF WEST LAKE UNIT NO. 54

SECTION 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 3 OF 4

PLAT BOOK

PAGE

SUMTER COUNTY - RANGE 23 EAST

WEST LINE OF THE SOUTHWEST 1/4
OF SECTION 6-20-24

SECTION 1-20-23

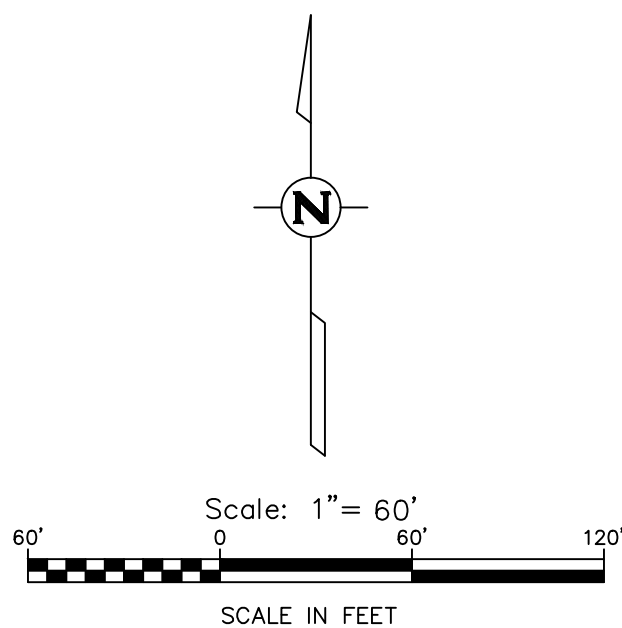
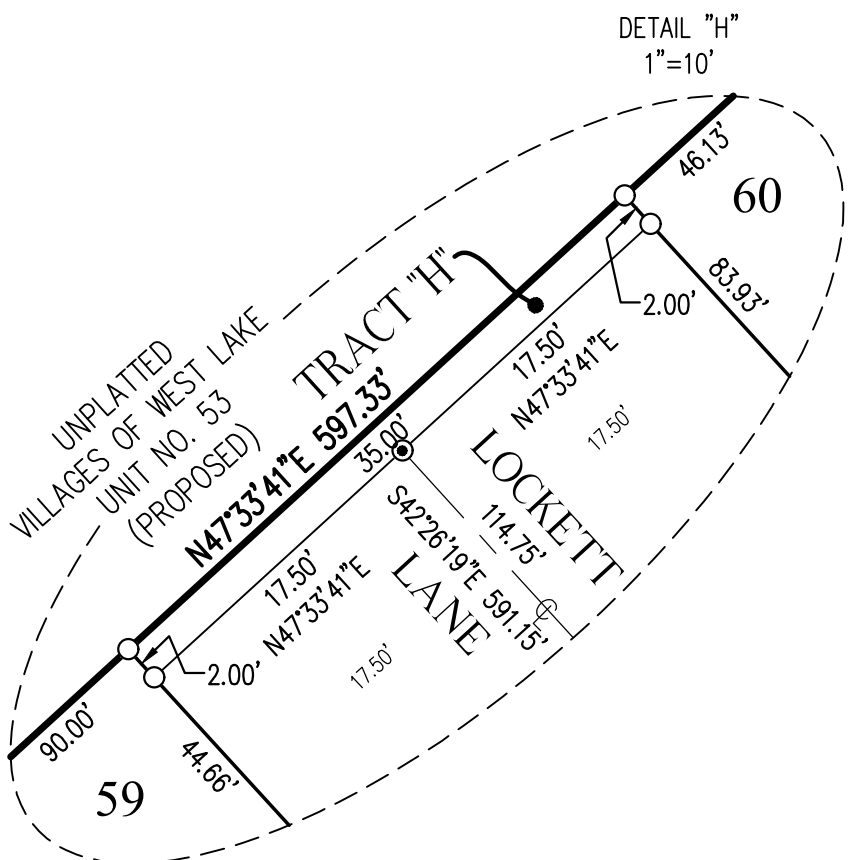
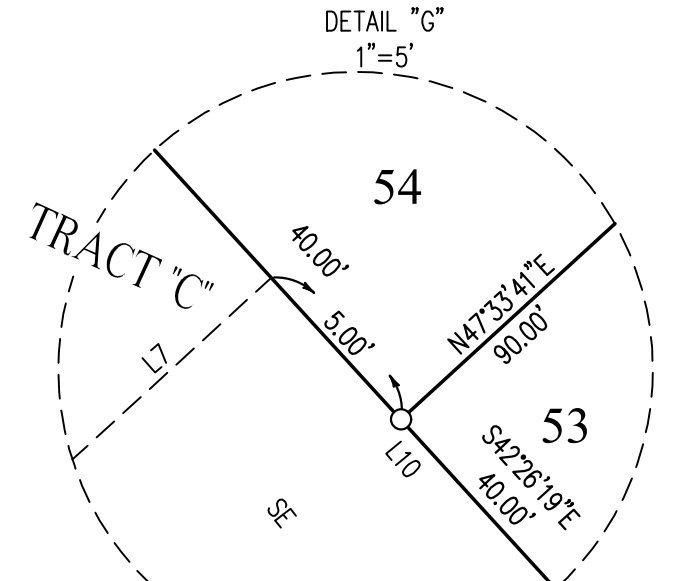
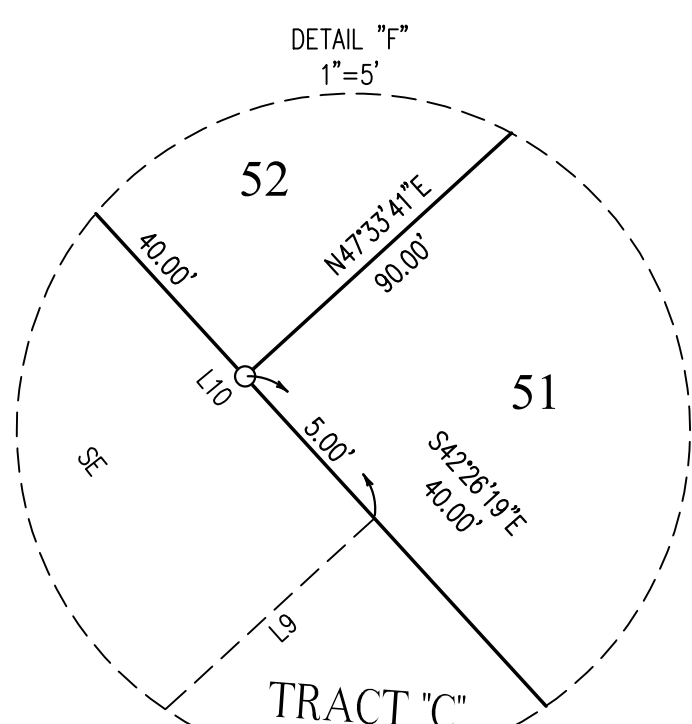
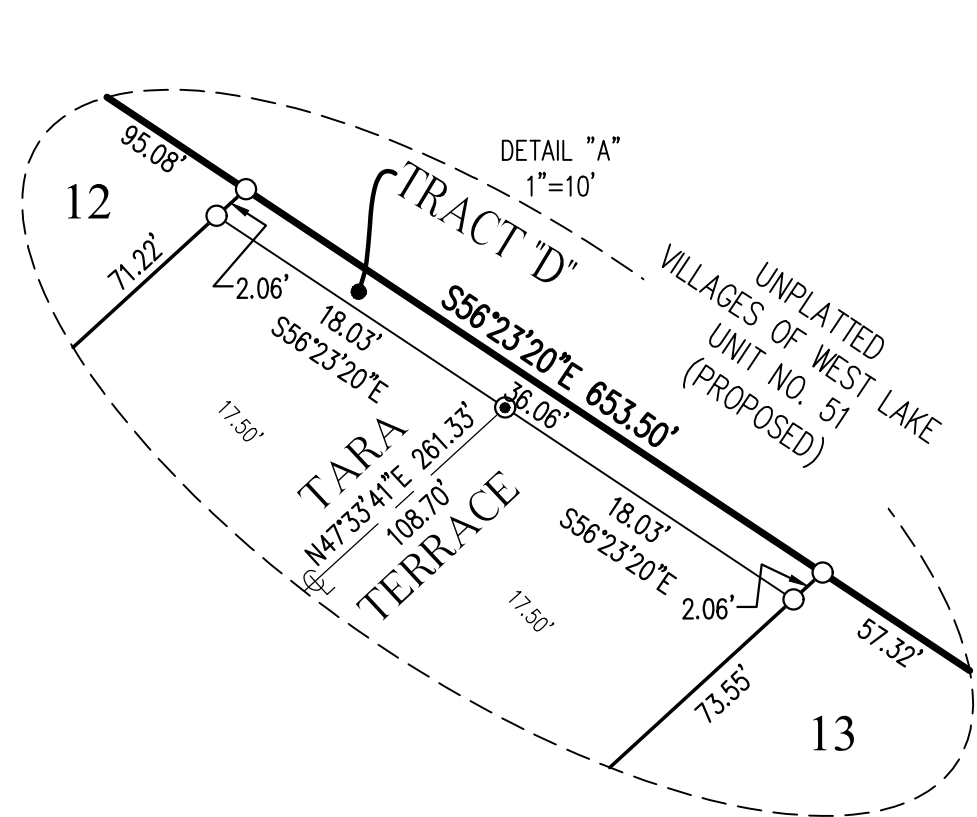
SECTION 6-20-24

LAKE COUNTY - RANGE 24 EAST

POINT OF
COMMENCEMENT
NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

1
12

6
7



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,585	0.036
B	1,683	0.039
C	226,270	5.194
D	72	0.002
E	71	0.002
F	70	0.002
G	70	0.002
H	70	0.002

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C1	89.91'	895.00'	5°45'21"	S47°00'37"E 89.87'
C2	4.19'	25.00'	9°36'41"	S51°48'57"W 4.19'
C3	39.03'	25.00'	89°27'00"	S02°17'09"W 35.19'
C4	39.27'	25.00'	90°00'01"	S87°26'19"E 35.36'
C5	27.21'	15.00'	103°57'03"	S04°24'49"E 23.63'
C12	23.71'	15.00'	90°33'03"	S87°42'51"E 21.31'
C13	4.19'	25.00'	9°36'40"	N42°12'18"E 4.19'
C14	86.59'	895.00'	5°32'37"	N39°04'30"W 86.56'
C15	33.18'	25.00'	76°02'59"	S85°35'10"W 30.80'
C16	39.27'	25.00'	90°00'00"	S02°33'41"W 35.36'
C19	59.96'	875.00'	3°55'34"	S38°19'11"E 59.94'
C20	33.90'	25.00'	77°40'56"	N01°26'30"W 31.36'
C21	33.90'	25.00'	77°40'56"	N84°32'14"W 31.36'
C22	66.44'	875.00'	4°21'01"	S47°52'17"E 66.42'
C23	41.33'	875.00'	2°42'24"	S41°38'10"E 41.33'
C24	41.33'	875.00'	2°42'24"	S44°20'34"E 41.33'

LINE TABLE		
LINE	LENGTH	BEARING
L1	26.19'	S47°33'41"W
L2	13.98'	S56°02'43"W
L3	27.67'	N56°23'20"W
L4	20.83'	S42°26'19"E
L5	20.02'	N56°02'43"E
L6	20.15'	S47°00'38"W
L7	10.00'	N47°33'41"E
L8	90.00'	S42°26'19"E
L9	10.00'	N47°33'41"E
L10	90.00'	S42°26'19"E

LEGEND

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- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709).
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- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

POINT OF
BEGINNING

STATE PLANE COORDINATE
FLORIDA EAST ZONE
N=1613472.9207
E=301057.8764

NORTH-EAST-TO-RIGHT
OF WAY LINE OF
FLORIDA'S TURNPIKE
FLORIDA'S TURNPIKE
PER FLORIDA TURNPIKE AUTHORITY
RIGHT-OF-WAY MAP

INDEMNITY EASEMENT (O&B, E&U, P&S)
FOR THE RELEASE OF THE VILLAGES OF WEST LAKE
ASSIGNMENT OF EASEMENT TO THE VILLAGES OF WEST LAKE
ASSIGNMENT OF EASEMENT TO THE VILLAGES OF WEST LAKE
ASSIGNMENT OF EASEMENT TO THE VILLAGES OF WEST LAKE

MATCHLINE
SHEET 2
SHEET 4

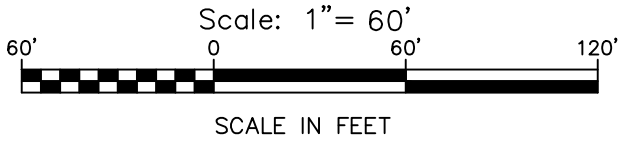
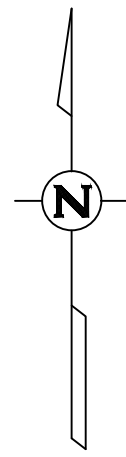
VILLAGES OF WEST LAKE UNIT NO. 54

SECTION 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

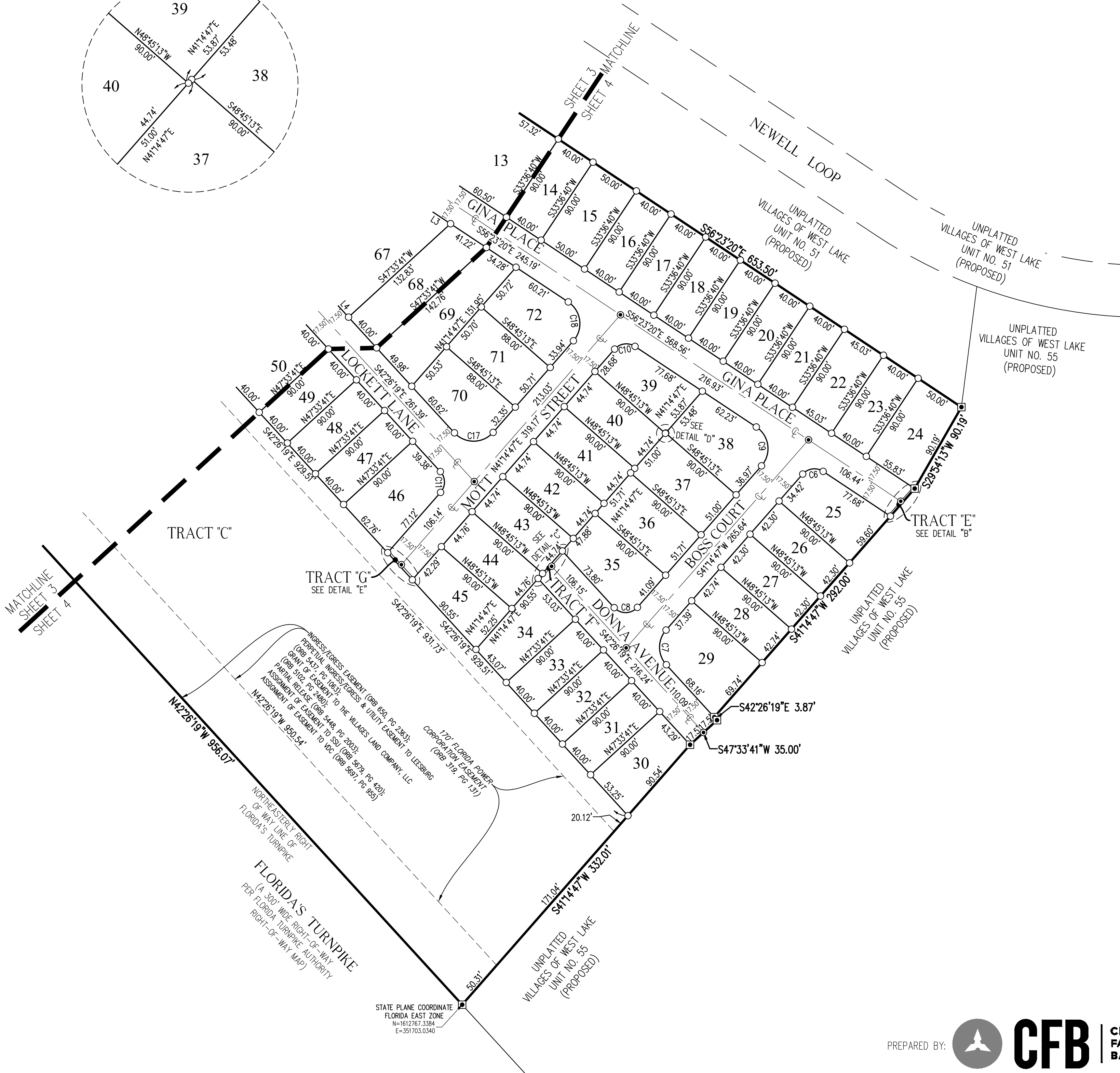
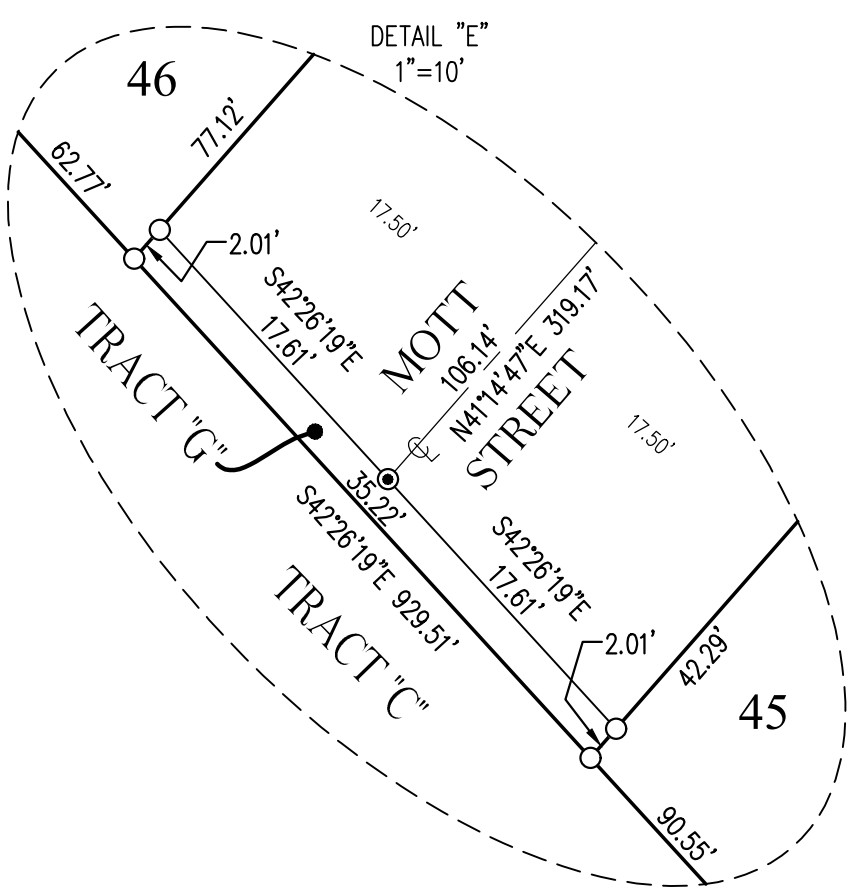
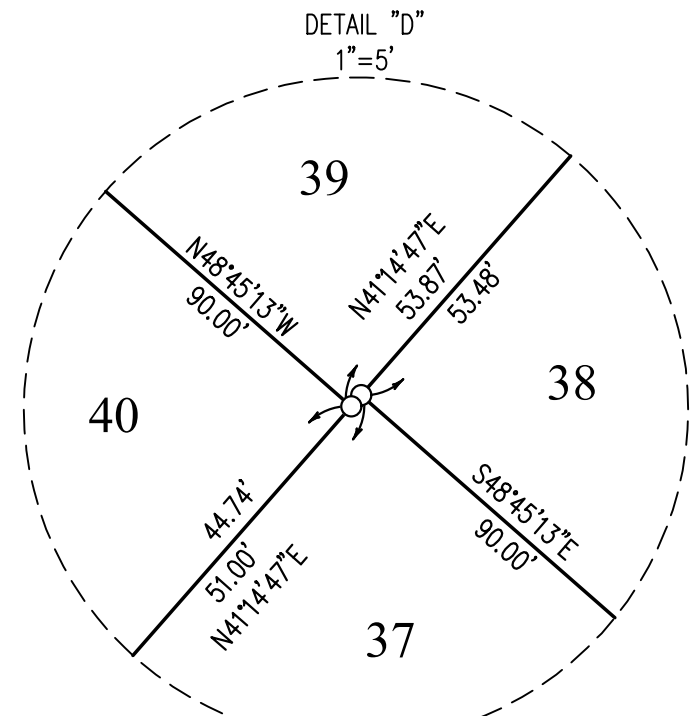
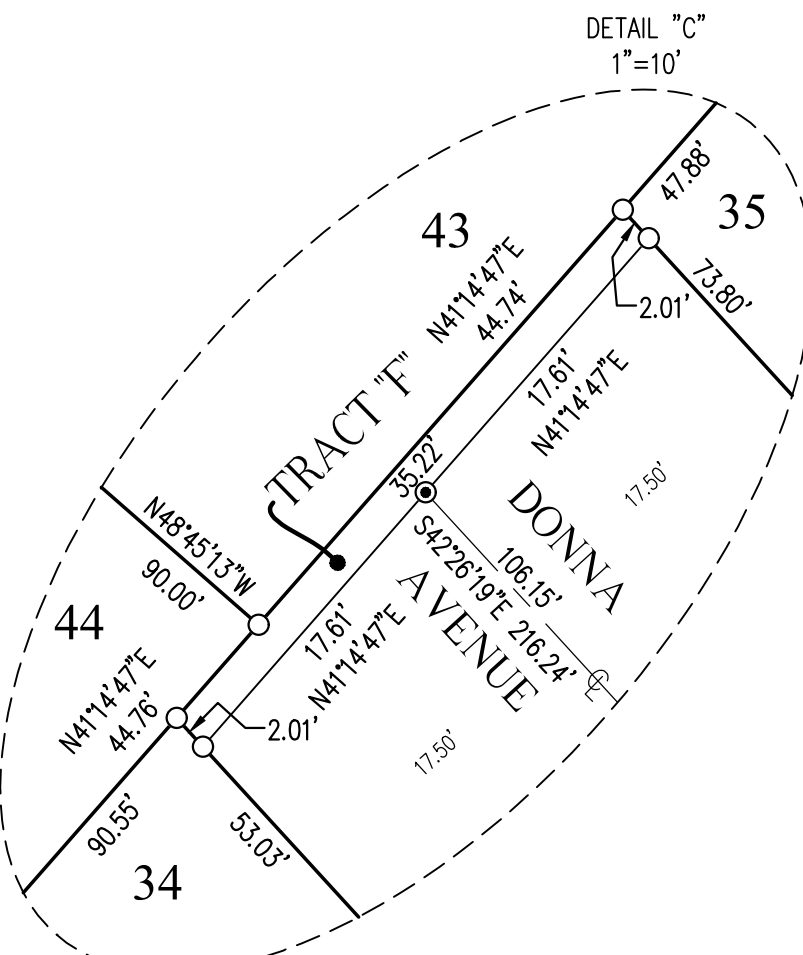
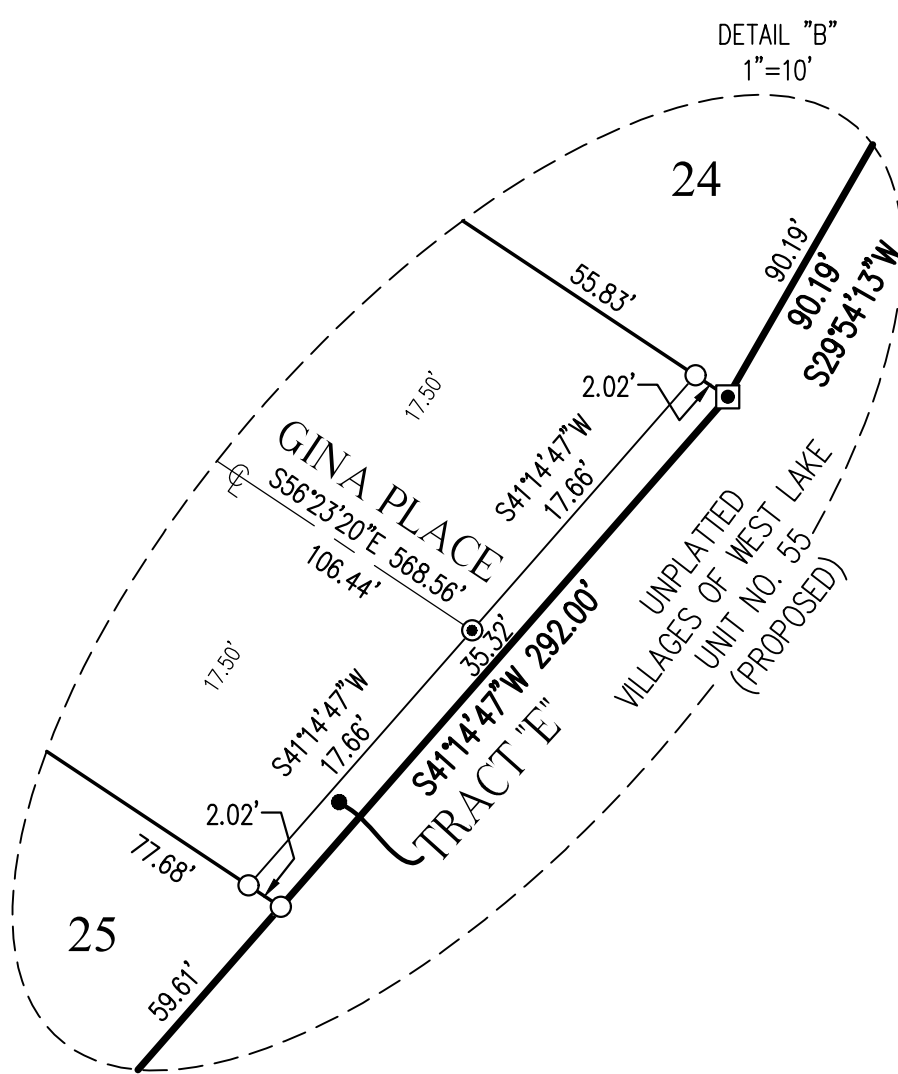
SHEET 4 OF 4

PLAT BOOK

PAGE



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
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B	1,683	0.039
C	226,270	5.194
D	72	0.002
E	71	0.002
F	70	0.002
G	70	0.002
H	70	0.002



LEGEND

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- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C6	21.56'	15.00'	82°21'53"	S82°25'43"W	19.75'
C7	36.51'	25.00'	83°41'07"	S00°35'46"E	33.35'
C8	25.22'	15.00'	96°18'55"	N89°24'14"E	22.35'
C9	42.60'	25.00'	97°38'08"	N07°34'17"W	37.63'
C10	21.56'	15.00'	82°21'53"	S82°25'43"W	19.75'
C11	21.91'	15.00'	83°41'06"	N00°35'46"W	20.01'
C17	42.03'	25.00'	96°18'54"	N89°24'14"E	37.25'
C18	42.60'	25.00'	97°38'07"	N07°34'17"W	37.63'

LINE TABLE

LINE	LENGTH	BEARING
L3	27.67'	N56°23'20"W
L4	20.83'	S42°26'19"E

PREPARED BY:



CFB
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.13.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 57, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 57)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 57 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of the Florida Turnpike. The proposal is for approval of a plat consisting of 43 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 57 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:46:49 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 57, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 07, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 57)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 57 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°18'50"W, 1433.81 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°41'10"E, 292.05 FEET; THENCE N04°03'37"E, 411.67 FEET TO THE POINT OF BEGINNING; THENCE N04°03'37"E, 635.50 FEET; THENCE S75°16'27"E, 220.51 FEET; THENCE S14°43'33"W, 20.00 FEET; THENCE S04°03'37"W, 71.23 FEET; THENCE S75°16'27"E, 199.43 FEET; THENCE S07°01'34"E, 94.75 FEET; THENCE S01°10'29"W, 139.08 FEET; THENCE S02°05'30"E, 37.03 FEET; THENCE S12°07'52"E, 136.98 FEET; THENCE S66°29'31"W, 123.00 FEET; THENCE N87°27'21"W, 367.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.42 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 57 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

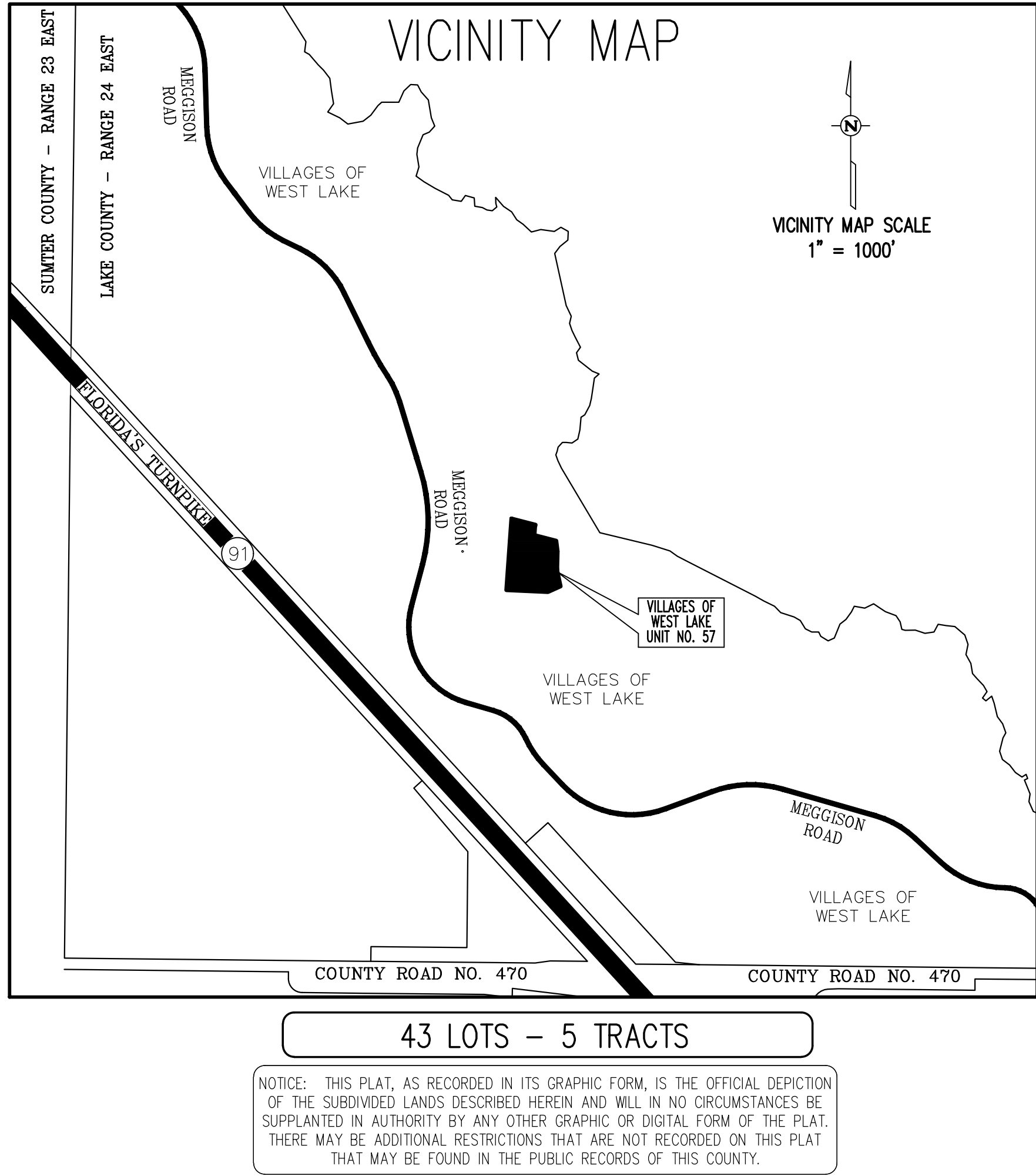
Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 57

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°18'50"W, 1433.81 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°41'10"E, 292.05 FEET; THENCE N04°03'37"E, 411.67 FEET TO THE POINT OF BEGINNING; THENCE N04°03'37"E, 635.50 FEET; THENCE S75°16'27"E, 220.51 FEET; THENCE S14°43'33"W, 20.00 FEET; THENCE S04°03'37"W, 71.23 FEET; THENCE S75°16'27"E, 199.43 FEET; THENCE S07°01'34"E, 94.75 FEET; THENCE S01°10'29"W, 139.08 FEET; THENCE S02°05'30"E, 37.03 FEET; THENCE S12°07'52"E, 136.98 FEET; THENCE S66°29'31"W, 123.00 FEET; THENCE N87°27'21"W, 367.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.42 ACRES, MORE OR LESS.

VILLAGES OF WEST LAKE UNIT NO. 57 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D" AND "E" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 57, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: MARTIN L. DZURO, MANAGER

SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 57, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

PRINT NAME

(2) SIGNATURE BY: MARTIN L. DZURO,
MANAGER
PRINT NAME

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) SIGNATURE BY: C. DALE BORROWMAN,
CHAIR
PRINT NAME

(2) SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, INC. – REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 89°18'50" WEST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "C", "D" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; AND (E) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C AND E OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE ____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK

MAYOR/COMMISSIONER

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

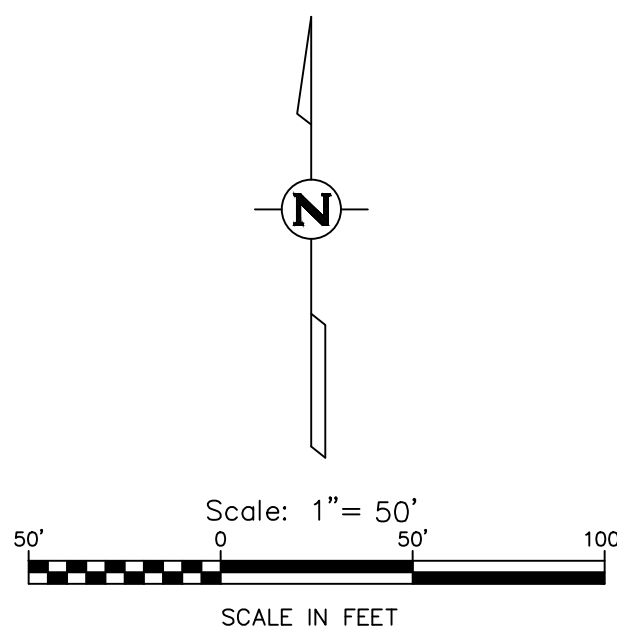
VILLAGES OF WEST LAKE UNIT NO. 57

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2

PLAT BOOK

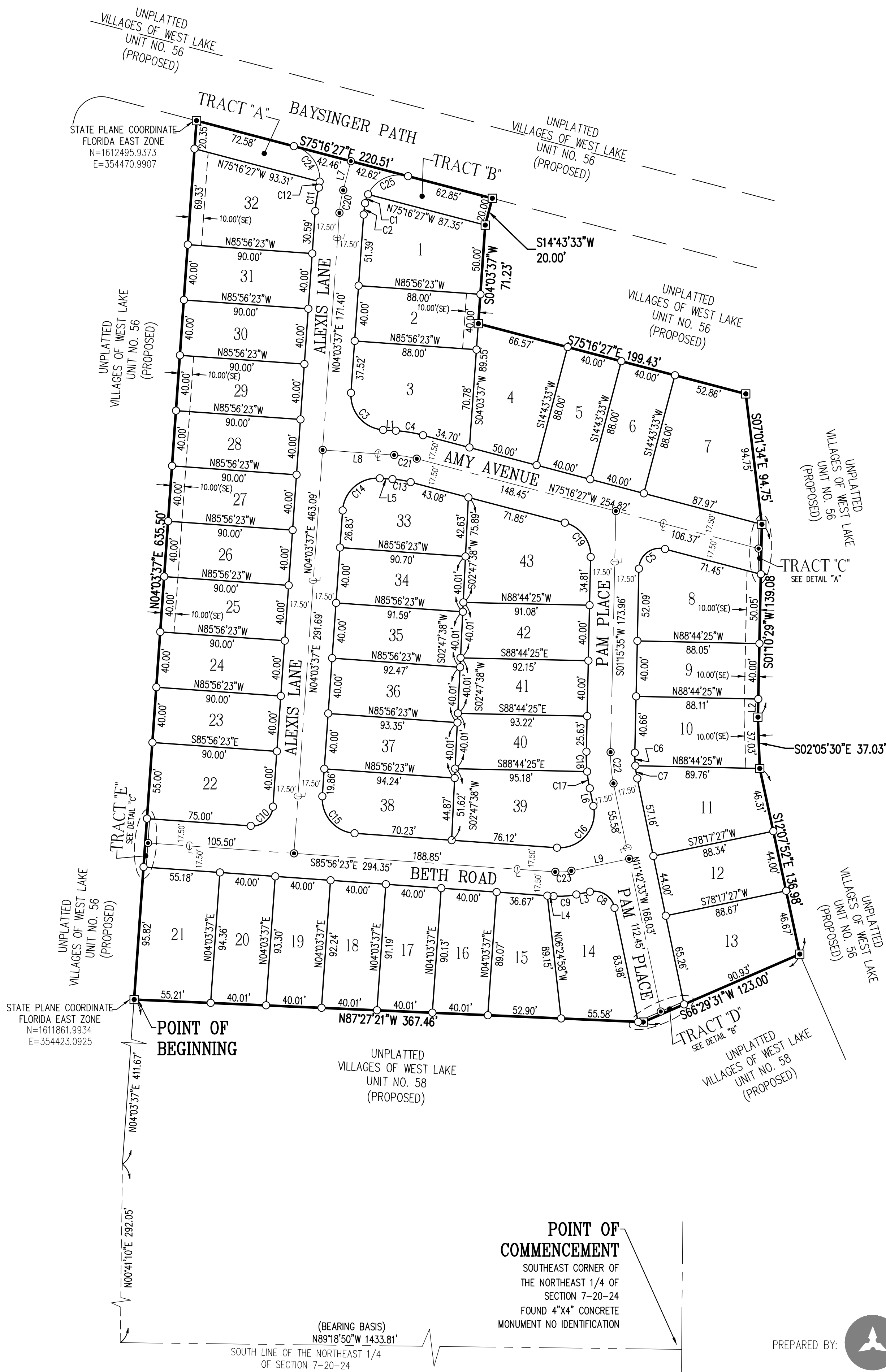
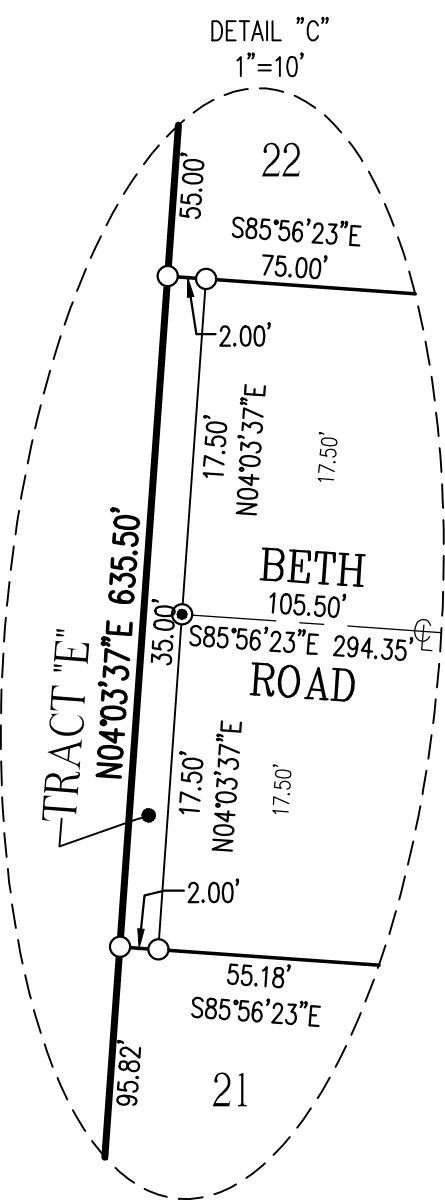
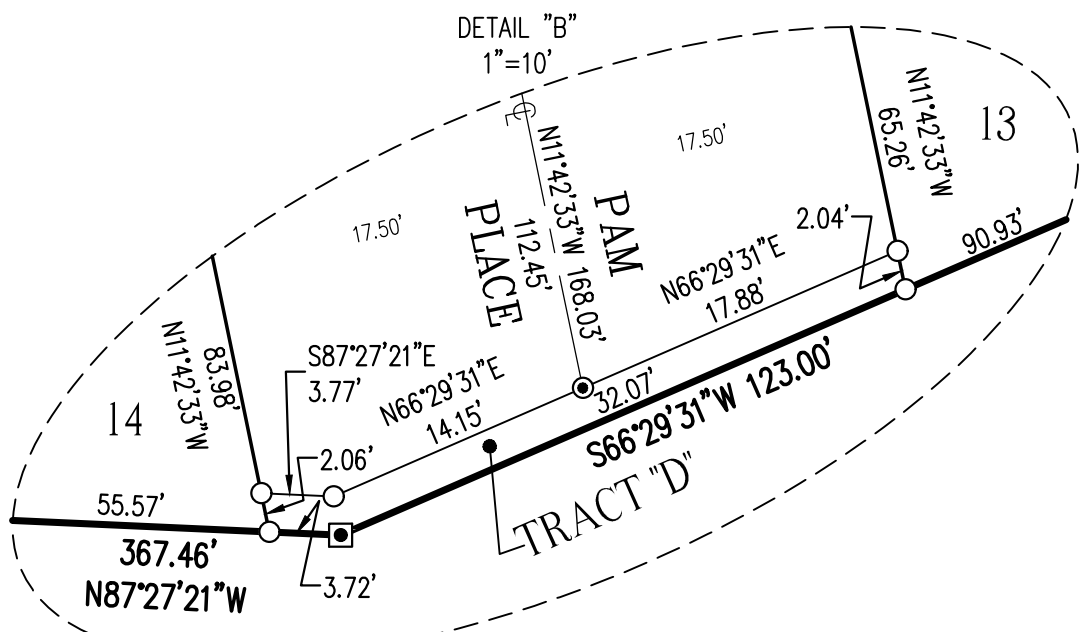
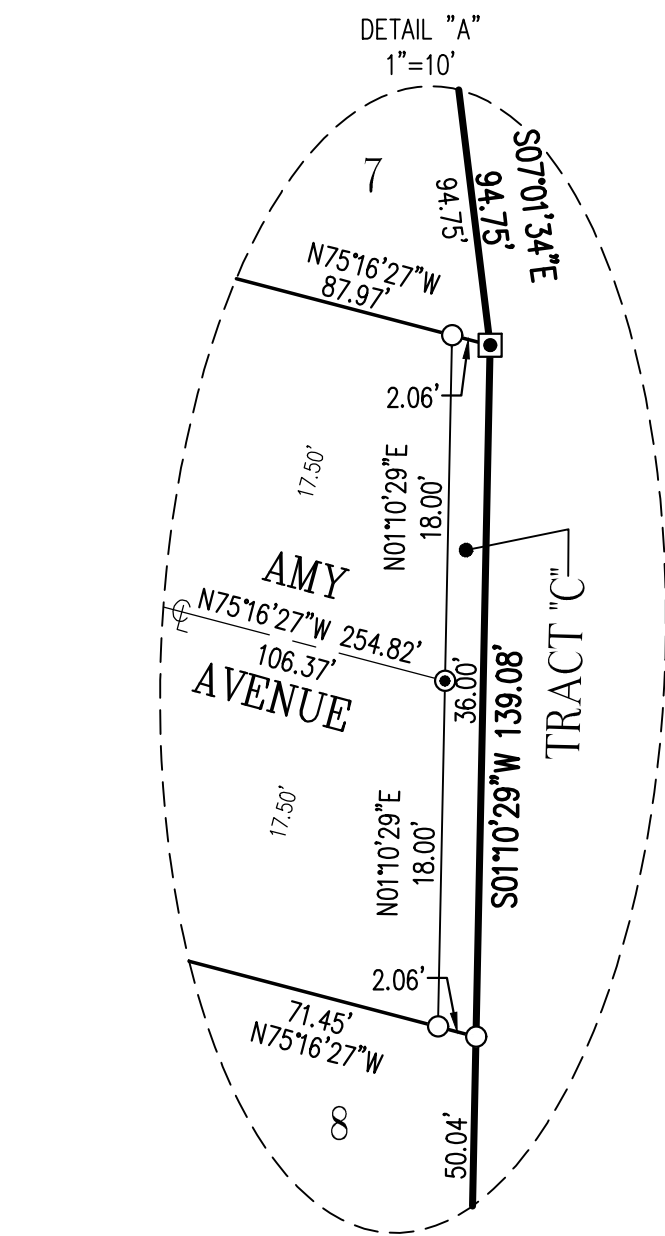
PAGE



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	6.81'	25.00'	15°36'57"	S18°27'17"W	6.79'
C2	8.22'	71.50'	6°35'12"	S07°21'13"W	8.21'
C3	39.27'	25.00'	90°00'01"	S40°56'23"E	35.36'
C4	19.82'	106.50'	10°39'56"	N80°36'25"W	19.80'
C5	27.09'	15.00'	103°27'59"	S52°59'34"W	23.55'
C6	9.36'	82.50'	6°29'50"	S01°59'20"E	9.35'
C7	9.32'	82.50'	6°28'18"	S08°28'24"E	9.31'
C8	23.56'	15.00'	90°00'00"	N56°42'33"W	21.21'
C9	16.51'	60.00'	15°46'10"	N86°10'32"E	16.46'
C10	23.56'	15.00'	90°00'00"	N49°03'37"E	21.21'
C11	17.15'	106.50'	9°13'27"	S08°40'20"W	17.13'
C12	4.41'	25.00'	10°05'44"	N08°14'12"E	4.40'
C13	13.31'	71.50'	10°39'56"	N80°36'25"W	13.29'
C14	39.27'	25.00'	90°00'00"	S49°03'37"W	35.36'
C15	39.27'	25.00'	90°00'00"	S40°56'23"E	35.36'
C16	46.15'	25.00'	105°46'10"	N41°10'32"E	39.87'
C17	12.19'	117.50'	5°56'35"	S08°44'15"E	12.18'
C18	14.41'	117.50'	7°01'33"	S02°15'11"E	14.40'
C19	33.39'	25.00'	76°32'02"	N37°00'26"W	30.97'
C20	16.57'	89.00'	10°39'56"	S09°23'35"W	16.54'
C21	16.57'	89.00'	10°39'56"	N80°36'25"W	16.54'
C22	22.64'	100.00'	12°58'08"	S05°13'29"E	22.59'
C23	11.70'	42.50'	15°46'10"	N86°10'32"E	11.66'
C24	34.24'	25.00'	78°27'47"	N36°02'34"W	31.62'
C25	34.24'	25.00'	78°27'47"	S65°29'39"W	31.62'

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.19'	N85°56'23"W
L2	13.03'	N11°10'29"E
L3	10.00'	N78°17'27"E
L4	4.50'	S85°56'23"E
L5	9.19'	N85°56'23"W
L6	13.08'	N11°42'33"W
L7	21.69'	N14°43'33"E
L8	51.69'	N85°56'23"W
L9	42.50'	N78°17'27"E

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	1,781	0.041
B	1,625	0.037
C	72	0.002
D	72	0.002
E	70	0.002



LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709).
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- INDICATES CHORD BEARING
- INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- INDICATES LICENSED BUSINESS
- INDICATES NUMBER
- INDICATES OFFICIAL RECORDS BOOK
- INDICATES POINT OF CURVATURE
- INDICATES POINT ON CURVE
- INDICATES POINT OF COMPOUND CURVATURE
- INDICATES POINT OF REVERSE CURVATURE
- INDICATES POINT OF TANGENCY
- INDICATES RADIAL LENGTH
- INDICATES RADIAL LINE
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- INDICATES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- INDICATES PLAT BOOK
- INDICATES PAGE
- INDICATES PAGES
- INDICATES SQUARE FEET
- INDICATES RIGHT-OF-WAY

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.14.

Meeting Date: May 23, 2022

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Coachwood East Homeowners Association, Inc., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting the Utility Easement from Coachwood East Homeowners Association, Inc., for the property described therein.

Analysis:

Due to a septic tank failure on the property associated with 2400 South Street, the property owner is requesting to connect to City sewer. The proposed easement from Coachwood Colony will permit the property owner to connect to City sewer as well as provide the City an easement for an existing watermain that was installed on their private property without the proper easement.

The customer at 2400 South Street will be paying wastewater impact fees, all connection fees, permit fees, and infrastructure construction costs necessary to connect.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution to accept the Utility Easement from Coachwood East Homeowners Association, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 5/18/2022 3:47:50 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT FROM COACHWOOD
EAST HOMEOWNERS ASSOCIATION, INC., FOR THE PURPOSE OF
GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED
THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City of Leesburg does hereby accept a Utility Easement from Coachwood East Homeowners Association, Inc., whose address is 2358 South Street, Leesburg, Florida 34748, for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities for the property described therein.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

ATTEST:

City Clerk

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

INSTRUMENT #2022037336
OR BK 5918 PG 526 - 528 (3 PGS)
DATE: 3/16/2022 3:49:35 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$27.00

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 7 day of March, 2021, by COACHWOOD EAST HOMEOWNERS ASSOCIATION, INC., whose address is 2358 South Street, Leesburg, Florida 34748, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

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

AS DESCRIBED ON EXHIBIT "A" ATTACHED

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

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

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

WITNESSES (two required)

GRANTOR: COACHWOOD EAST
HOMEOWNERS ASSOCIATION, INC.

Chad Conklin
(Type or print name of Witness)

BY: Isaac Moon
ISAAC MOON, President

GERDON RYAN
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared, either by means of ☒ physical presence, or ☐ online notarization, Isaac Moon, as President of Coachwood East Homeowners Association, Inc. and , who acknowledged before me that he executed this instrument on the 7th day of March, 2021, and who was either ☐ personally known to me, or who ☒ produced Florida Drivers License MS0D40351 0160 as identification.

Lorin Neil Gaines
NOTARY PUBLIC
Type or print name of Notary

256279
Commission Number
09-06-2022
Commission expiration date

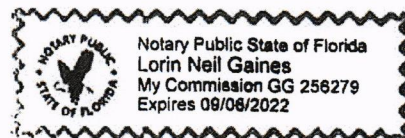
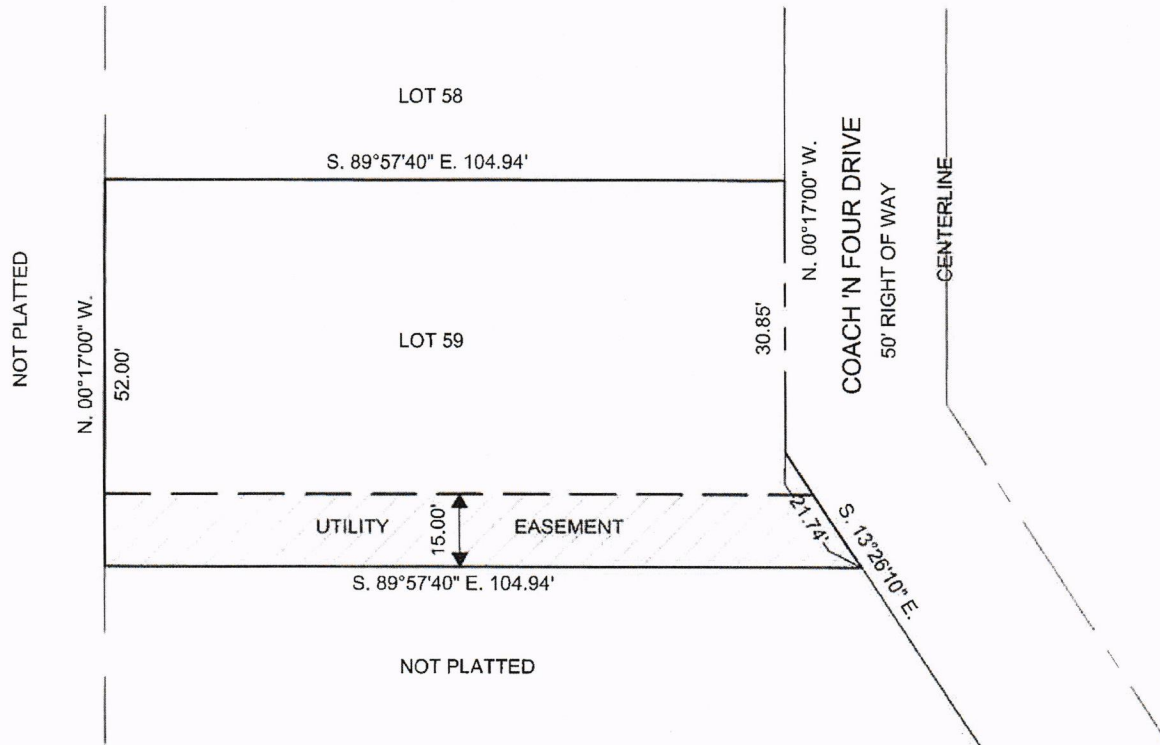


EXHIBIT "A"

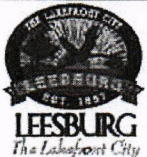
DESCRIPTION : 15' UTILITY EASEMENT

The South 15' of Lot 59 of East Coachwood Colony, as recorded in Plat Book 24, Page 21, of the Public Records of Lake County, Florida.



GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show an easement for utility installation and maintenance.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on Plat Book 24, page 21, of the public records of Lake County, Florida.
- 7: This sketch was prepared by the Leaders Land Management at the request of Neil Gaines, Deputy Director of Public Works.



CITY OF LEESBURG
501 W. MEADOW ST.
P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9760
FAX (352) 728-9879

SKETCH OF DESCRIPTION

15' UTILITY EASEMENT
COACHWOOD COLONY
To the CITY OF LEESBURG

DATE: 10/26/2021
DRAWN: ACP
CHECKED: ACP
APPROVED: NG
SCALE: NTS
FILE NO.: EA21001

SHEET
NUMBER
1
OF
1



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.15.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Liberty Preserve Phase Two, a subdivision of the City of Leesburg, Florida, being a portion of Section 10, Township 19 South, Range 25 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Liberty Preserve Phase Two)

Staff Recommendation:

Staff recommends approval of the plat for Liberty Preserve Phase Two Subdivision.

Analysis:

The property is generally located east of County Road 44 and west of Radio Road. The proposal is for approval of a plat consisting of 100 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

Submission Date and Time: 5/18/2022 3:48:54 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR LIBERTY PRESERVE PHASE TWO, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (LIBERTY PRESERVE PHASE TWO)

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

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

LEGAL DESCRIPTION:

City of Leesburg, Lake County, Florida.

PART OF BLOCK 6, SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF THE RE-SUBDIVISION THEREOF, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 89°19'59" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 884.18 FEET TO THE NORTHWEST CORNER OF LIBERTY PRESERVE RECORDED IN PLAT BOOK 74, PAGES 58 - 61 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING 5 COURSES AND DISTANCES RUN ALONG THE WEST BOUNDARY LINE OF SAID LIBERTY PRESERVE; THENCE RUN SOUTH 00°40'00" WEST, 145.00 FEET; THENCE NORTH 89°20'00" WEST, 109.57 FEET; THENCE SOUTH 00°49'09" WEST, 1041.08 FEET; THENCE SOUTH 89°19'18" EAST, 133.62 FEET; THENCE SOUTH 00°40'42" WEST, TO THE SOUTHWEST CORNER OF SAID LIBERTY PRESERVE, 145.09 FEET; THENCE NORTH 89°18'57" WEST, 909.19 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 10; THENCE NORTH 00°49'30" EAST ALONG SAID LINE, 1264.92 FEET; THENCE NORTH 89°22'04" WEST, 313.61 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 44 AS SHOWN ON THE FDOT MAINTENANCE MAP; THENCE NORTH 36°42'13" EAST, ALONG SAID LINE 82.57 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 10; THENCE SOUTH 89°12'31" EAST, 265.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.936 ACRES, MORE OR LESS.

SURVEY NOTES:

(See Exhibit A, Liberty Preserve Phase Two Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

ATTEST:

City Clerk

LIBERTY PRESERVE PHASE TWO
A REPLAT OF A PART OF BLOCK 6, SILVER LAKES, AS RECORDED IN PLAT BOOK
10, PAGES 66-69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
Section 10, Township 19 South, Range 25 East,
City of Leesburg, Lake County, Florida.

SHEET 1 OF 2

PLAT BOOK _____ PAGE _____

LIBERTY PRESERVE
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING PLAT, DO HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREON EXPRESSED AND DEDICATE ALL UTILITY EASEMENTS TO THE PERPETUAL USE OF THE PUBLIC AND PUBLIC UTILITIES, AND THE UTILITIES CONSTRUCTED THEREIN SHALL BE OWNED AND MAINTAINED BY THE PUBLIC UTILITIES ENTITY OR THE CITY OF LEESBURG.

TRACT RW-1, (RIGHT-OF-WAY TRACT) SHALL BE OWNED AND MAINTAINED BY THE LIBERTY PRESERVE HOMEOWNERS ASSOCIATION, INC. A NOT-FOR-PROFIT CORPORATION ("ASSOCIATION"). THERE IS A UTILITY EASEMENT OVER ITS ENTIRETY DEDICATED TO THE PROVIDERS OF PUBLIC UTILITIES FOR THE PURPOSES OF CONSTRUCTING, ACCESSING, REPLACING AND MAINTAINING THEIR RESPECTIVE FACILITIES, AND AN INGRESS/EGRESS EASEMENT OVER ITS ENTIRETY FOR THE BENEFIT OF PICK-UP AND DELIVERY SERVICES, POLICE SERVICES, FIRE PROTECTION SERVICES, AMBULANCE SERVICES, AND OTHER AUTHORITIES OF LAW, U.S. MAIL CARRIERS, AND REPRESENTATIVES OF UTILITIES.

TRACT SW-6 (STORMWATER TRACT) AND ALL DRAINAGE EASEMENTS AND STRUCTURES CONSTRUCTED WITHIN SAID EASEMENTS SHALL BE OWNED AND MAINTAINED BY THE LIBERTY PRESERVE COMMUNITY ASSOCIATION, INC.

- RESTRICTIONS, THE LANDS WITHIN THIS PLAT ARE SUBJECT TO, AND THE UTILIZATION OF THE LANDS WITHIN THIS PLAT BY THE OWNERS, IS FURTHER LIMITED AND RESTRICTED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LIBERTY PRESERVE ("THE DECLARATION"), RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, TOGETHER WITH ALL THE RECORDED SUPPLEMENTS AND AMENDMENTS THERETO.
- DRAINAGE & ACCESS EASEMENTS. EASEMENTS DESIGNATED ON THIS PLAT AS DRAINAGE & ACCESS EASEMENTS ARE HEREWITHIN DEDICATED AS A PERPETUAL NON-EXCLUSIVE EASEMENT TO THE "ASSOCIATION".
- SURFACE WATER MANAGEMENT SYSTEM. THE "ASSOCIATION" SHALL MAINTAIN AND OPERATE THE SURFACE WATER MANAGEMENT SYSTEM WITH THE LANDS DESCRIBED IN THIS PLAT IN ACCORDANCE WITH THE PERMIT ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

IN WITNESS WHEREOF THE UNDERSIGNED HAS SET HIS HAND AND SEAL ON THIS _____ DAY OF _____, 20____.

LENNAR HOMES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

MARK McDONALD, VICE PRESIDENT

WITNESSES:

SIGNATURE _____ SIGNATURE _____

PRINT NAME _____ PRINT NAME _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME BY MEANS OF () PHYSICAL PRESENCE OR () ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARK McDONALD, AS VICE PRESIDENT OF LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER ON BEHALF OF THE COMPANY. HE / SHE IS () PERSONALLY KNOWN TO ME OR () HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 20____.

PRINT NAME _____

MY COMMISSION NUMBER IS: _____

MY COMMISSION EXPIRES: _____

SHEET INDEX:

SHEET 1 OF 2 - LEGAL DESCRIPTION, DEDICATION, VICINITY MAP AND LEGEND

SHEETS 2 & 2 - LOT GEOMETRY INFORMATION

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

This certifies that this Plat was presented to the City Commission of the City of Leesburg, Lake County, Florida, and approved by the said City Commission for record, and the dedication of the streets and public places accepted for municipal purposes of said City on the _____ day of _____, 20____; provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida, within ninety (90) days unless an extension is granted from the public record of approval by the said commission.

CITY OF LEESBURG, FLORIDA

By _____
Mayor-Commissioner

Attest:

City Clerk _____

STATEMENT OF REVIEWER

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signed: _____ Date: _____
Florida Professional Surveyor and Mapper
(employed by) (under contract to) City of Leesburg, Florida

Print name: _____ Registration No. _____

QUALIFICATION STATEMENT OF
SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered surveyor and mapper in the State of Florida, does hereby certify that on 01/05/22, a survey of the lands shown in the foregoing plat was completed; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Lake County requirements and regulations, the survey was prepared under the undersigned responsible direction and supervision and that the survey data complies with all requirements of Chapter 177, F.S.; that permanent control points will be placed as required by CH. 177 F.S.; and that said land is located in Section 10, Township 19 South, Range 25 East, Lake County, Florida.

James W. Quartel, P.S.M.
Florida License No. 6032

Date: _____

LEGAL DESCRIPTION:

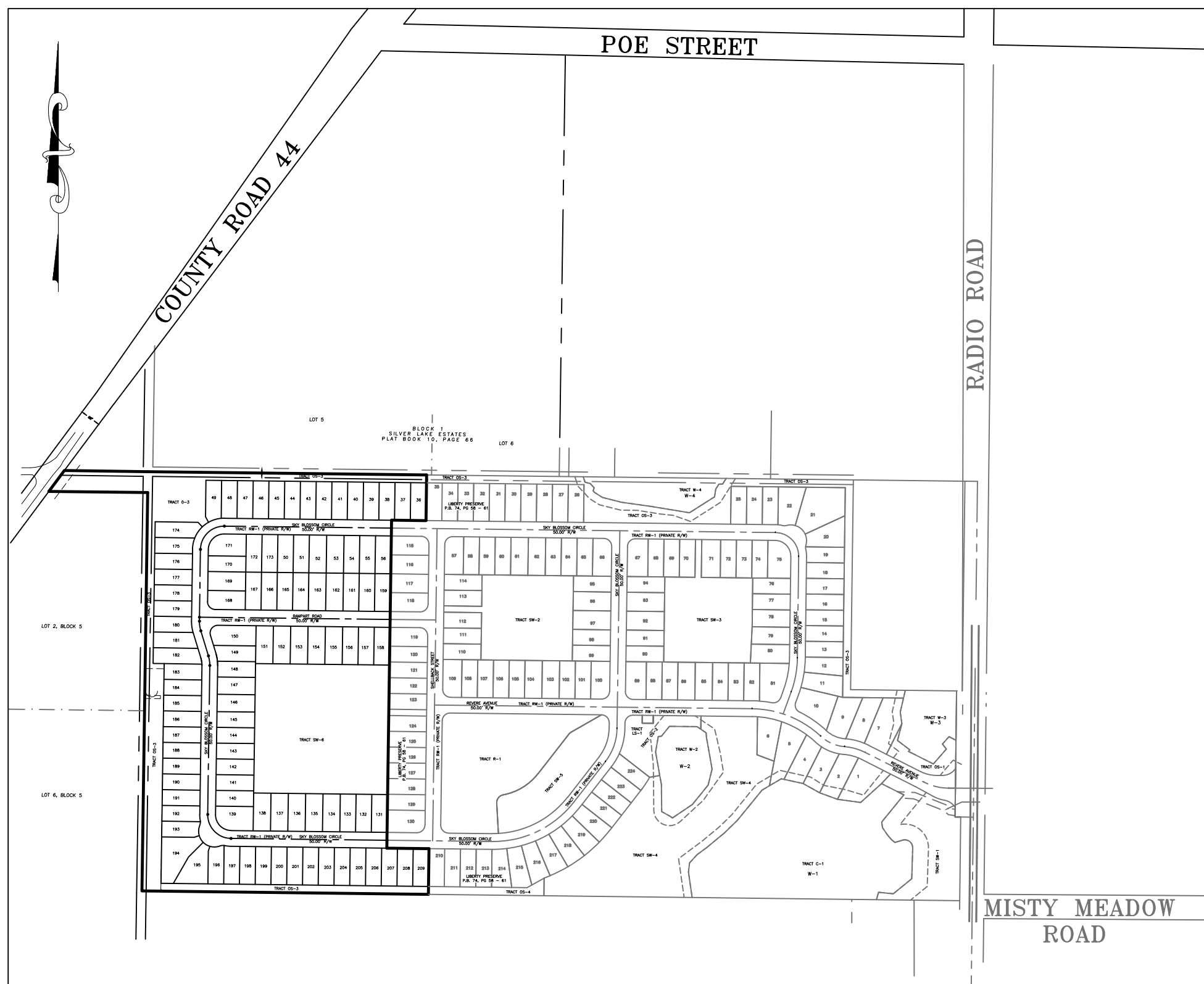
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CONTAINING 24.936 ACRES, MORE OR LESS.

LOCATION MAP:

NOT TO SCALE



SURVEY NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE N ¼ OF THE NE ¼ OF SECTION 10-19-25 AS BEING N 89°18'57" W.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE UTILITY SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- TRACT RW-1, BEING A 50.00 FOOT WIDE RIGHT-OF-WAY TRACT IS TO BE OWNED AND MAINTAINED BY THE LIBERTY PRESERVE HOMEOWNERS ASSOCIATION, INC. ("ASSOCIATION"). THERE IS A UTILITY EASEMENT OVER ITS ENTIRETY DEDICATED TO THE PROVIDERS OF PUBLIC UTILITIES FOR THE PURPOSES OF CONSTRUCTING, ACCESSING, REPLACING AND MAINTAINING THEIR RESPECTIVE FACILITIES; AND AN INGRESS/EGRESS EASEMENT OVER ITS ENTIRETY FOR THE BENEFIT OF PICK-UP AND DELIVERY SERVICES, POLICE SERVICES, FIRE PROTECTION SERVICES, AMBULANCE SERVICES, AND OTHER AUTHORITIES OF LAW, U.S. MAIL CARRIERS, AND REPRESENTATIVES OF UTILITIES.
- TRACT OS-3 (OPEN SPACE TRACT) IS COMMON AREA AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT SW-6 (STORMWATER TRACT) IS COMMON AREA AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS SHOWN AS NON-RADIAL (N.R.).
- ALL LOTS HAVE A 10.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ALONG THE ROAD RIGHT-OF-WAY AND A 5.00 FOOT WIDE DRAINAGE AND ACCESS EASEMENT ALONG THE SIDE AND REAR LOT LINES UNLESS OTHERWISE NOTED.
- LOT CORNERS SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES.
- THE STORMWATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE ASSOCIATION.
- STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NAD 83.
- STATE PLANE COORDINATES SHOWN HEREON ARE FOR GIS PURPOSES ONLY AND SHOULD NOT BE USED TO RECREATE THE PLAT BOUNDARY.
- ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION OR A SEPARATE PROVIDER PURSUANT TO AN AGREEMENT WITH THE ASSOCIATION.

LEGEND:

CCR # Denotes Certified Corner Record number
○ Denotes set iron rod and cap CPC PRM LB 2936
■ Denotes set 4"x4" Concrete Monument LB 2936 (PRM)
□ Denotes found monumentation description as noted
● Denotes set nail & disk LB # 2936 PCP, unless otherwise noted
NTL Denotes Non-tangent Line
PRM Denotes Permanent Reference Monument
LB Denotes Licensed Business
LS Denotes Lift Station
☪ Denotes centerline
PB Denotes Plat Book
LLC Denotes limited liability company
FDOT Denotes Florida Department of Transportation
ORB Denotes Official Records Book
(P) Denotes Plat
CM Denotes Concrete Monument
N.R. Denotes non-radial
PCP Denotes permanent control point
N: Denotes State Plane Coordinate Northing
E: Denotes State Plane Coordinate Easting
FND Denotes Found
P.S.M. Denotes Professional Surveyor and Mapper
PGS Denotes Pages

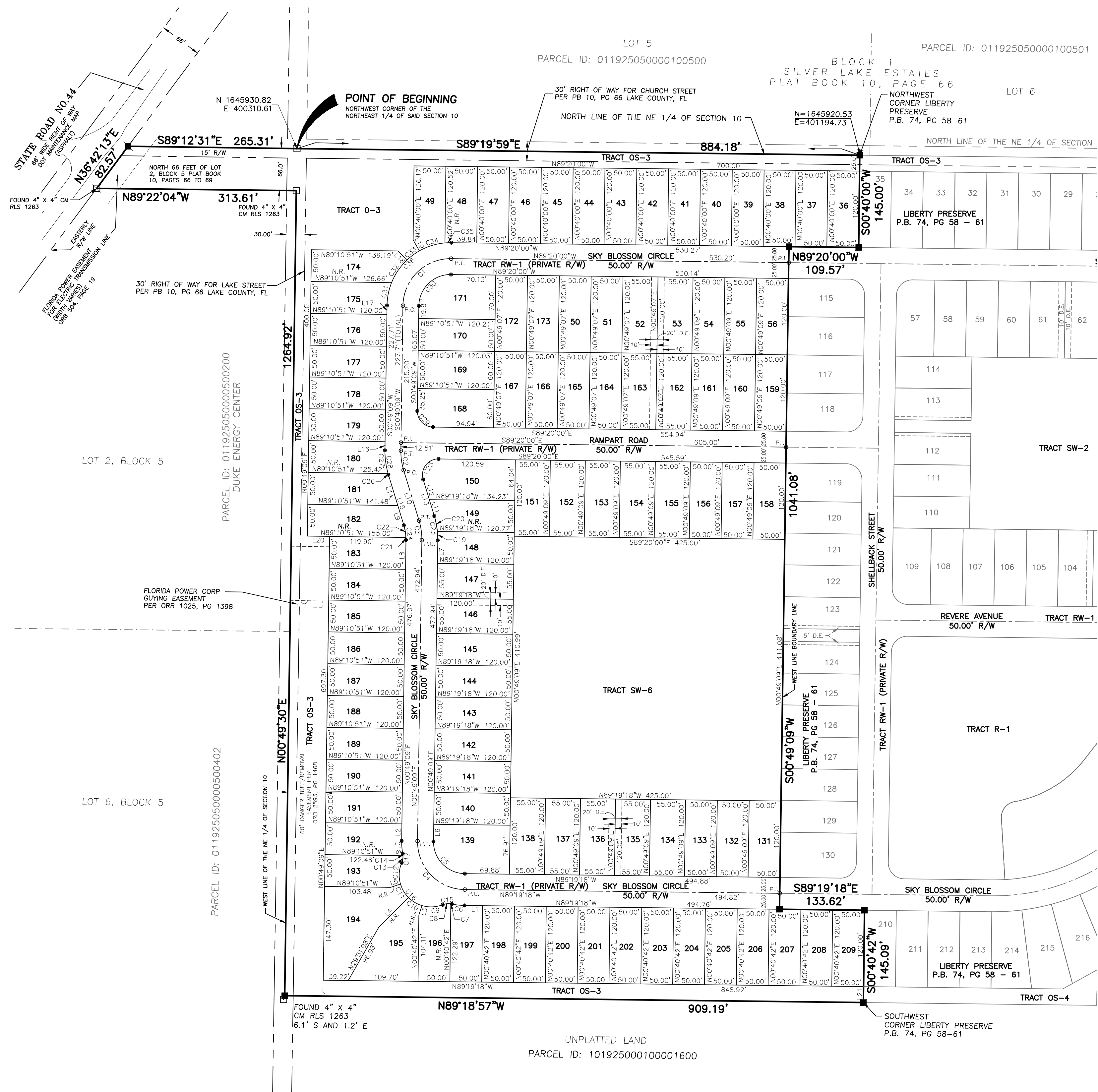
PC Denotes point of curvature
NAD 83 Denotes North American Datum of 1983
GIS Denotes Geographic Information System
PNTC Denotes point on a non tangent curve
PT Denotes point of tangency
PI Denotes point of intersection
PRC Denotes point of reverse curvature
RP Denotes radius point
U.E. Denotes utility easement
D.E. Denotes drainage easement
C.R. Denotes County Road
R Denotes radius
Δ Denotes interior angle
L Denotes arc length
CH Denotes chord length
CB Denotes chord bearing
R/W Denotes right-of-way
OS Denotes Open Space
NAVD Denotes North American Vertical Datum
PCC Denotes Point of Compound Curve
WL Wetland



604 COURTLAND STREET SUITE 101
PHONE : (407) 960-5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

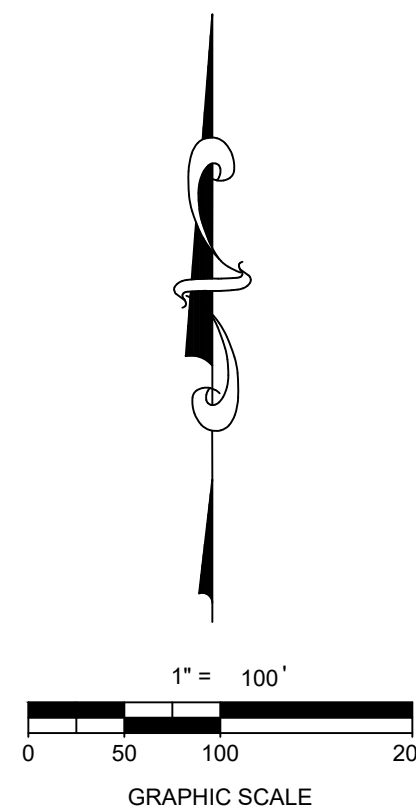
LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

LIBERTY PRESERVE PHASE TWO
A REPLAT OF A PART OF BLOCK 6, SILVER LAKES, AS RECORDED IN PLAT BOOK
10, PAGES 66-69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
Section 10, Township 19 South, Range 25 East,
City of Leesburg, Lake County, Florida.



CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	117.61'	75.00'	89°50'51"	S45°44'35"W	105.92'
C2	31.10'	100.00'	17°49'13"	S08°05'27"E	30.98'
C3	31.10'	100.00'	17°49'13"	N08°05'27"W	30.98'
C4	117.99'	75.00'	90°08'27"	S44°15'04"E	106.20'
C5	78.66'	50.00'	90°08'27"	S44°15'04"E	70.80'
C6	20.09'	100.00'	11°30'47"	S83°33'54"E	20.06'
C7	1.69'	25.00'	3°52'00"	N79°44'31"W	1.69'
C8	12.95'	25.00'	29°41'26"	S83°28'46"W	12.81'
C9	33.11'	50.00'	37°56'27"	N87°36'17"E	32.51'
C10	25.00'	50.00'	28°38'52"	S59°06'03"E	24.74'
C11	25.00'	50.00'	28°38'52"	S30°27'11"E	24.74'
C12	34.03'	50.00'	38°59'33"	S03°22'02"W	33.37'
C13	11.33'	25.00'	25°58'06"	N09°52'46"E	11.23'
C14	3.31'	25.00'	7°35'21"	N06°53'57"W	3.31'
C15	14.64'	25.00'	33°33'26"	S85°24'46"W	14.43'
C16	117.14'	50.00'	134°13'45"	S44°15'04"E	92.13'
C17	14.64'	25.00'	33°33'26"	N06°05'05"E	14.43'
C18	20.09'	100.00'	11°30'47"	S04°56'14"E	20.06'
C19	13.91'	125.00'	6°22'40"	N02°22'11"W	13.91'
C20	24.96'	125.00'	11°26'33"	N11°16'47"W	24.92'
C21	3.83'	75.00'	2°55'24"	N00°38'32"W	3.83'
C22	19.50'	75.00'	14°53'49"	N09°33'09"W	19.45'
C23	38.88'	125.00'	17°49'13"	N08°05'27"W	38.72'
C24	23.33'	75.00'	17°49'13"	N08°05'27"W	23.23'
C25	46.98'	25.00'	107°40'04"	S36°49'58"W	40.37'
C26	1.93'	125.00'	0°53'07"	S16°33'30"E	1.93'
C27	36.95'	125.00'	16°56'06"	S07°38'53"E	36.81'
C28	38.88'	125.00'	17°49'13"	S08°05'27"E	38.72'
C29	39.34'	25.00'	90°09'09"	S44°15'25"E	35.40'
C30	78.41'	50.00'	89°50'51"	S45°44'35"W	70.62'
C31	36.70'	100.00'	21°01'34"	S11°19'56"W	36.49'
C32	43.06'	100.00'	24°40'17"	S34°10'52"W	42.73'
C33	24.54'	100.00'	14°03'35"	S53°32'48"W	24.48'
C34	42.34'	100.00'	24°15'25"	S72°42'18"W	42.02'
C35	10.18'	100.00'	5°50'00"	S87°45'00"W	10.18'
C36	156.81'	100.00'	89°50'51"	S45°44'35"W	141.23'

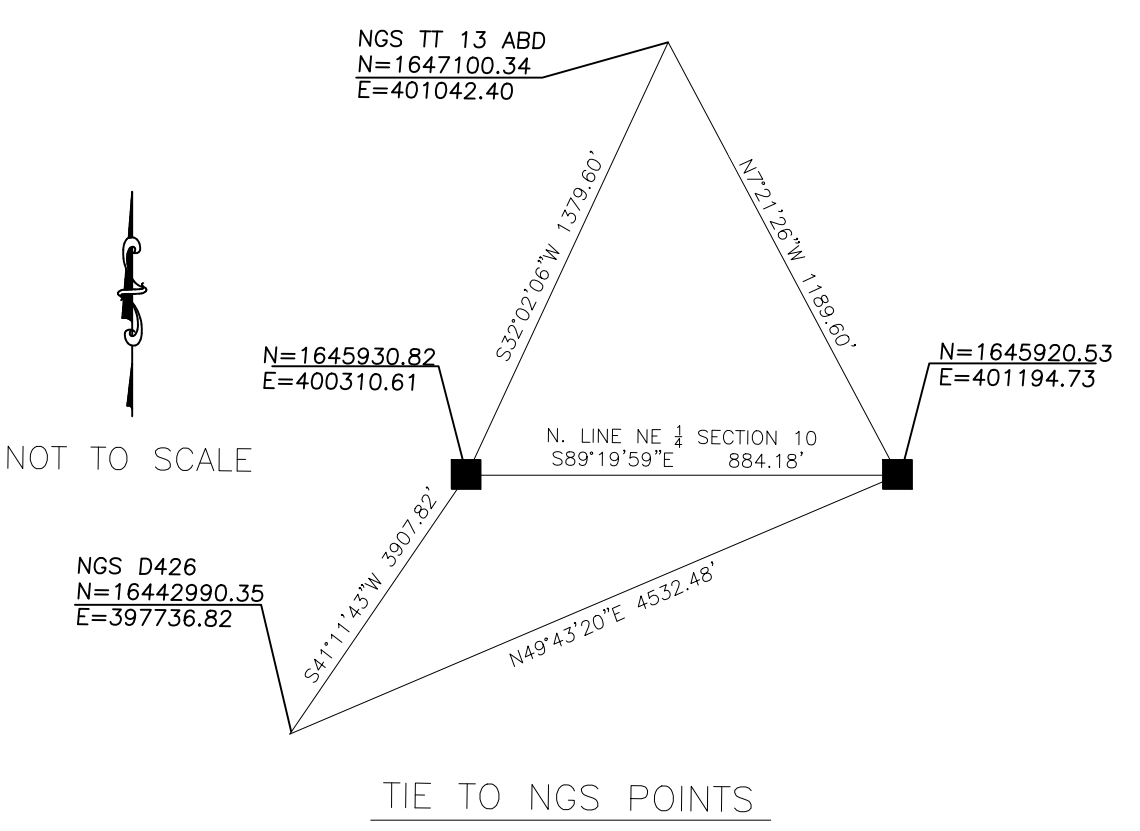
Line Table		
Line #	Length	Direction
L1	28.38	N89°19'18"W
L2	26.76	S00°49'09"W
L3	15.60	N18°42'22"E
L4	65.48	N45°09'33"E
L5	16.68	N71°19'51"E
L6	26.82	N00°49'09"E
L7	36.11	N00°49'09"E
L8	46.18	S00°49'09"W
L9	32.43	N17°00'03"W
L10	83.01	N17°00'03"W
L11	26.89	N17°00'03"W
L12	32.98	N17°00'03"W
L13	59.87	N17°00'03"W
L14	50.58	N17°00'03"W
L15	86.15	N17°00'03"W
L16	13.59	S00°49'09"W
L17	14.12	S00°49'09"W
L18	20.00	S43°29'00"E
L19	20.00	S29°25'25"E
L20	35.00	S89°10'51"E
L21	25.09	S00°40'58"W



604 COURTLAND STREET SUITE 101
PHONE : (407) 960-5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

SHEET INDEX:
SHEETS 1 OF 2 - LEGAL DESCRIPTION, VICINITY MAP, DEDICATION,
SURVEYOR'S NOTES AND LEGEND
SHEETS 2 & 2 - LOTS GEOMETRY INFORMATION



P:\PROJECTS\2019\190106.01 - LIBERTY PRESERVE -PHASE 2\DWG\SRV\PLAT\LIBERTY PRESERVE PHASE 2 PLAT

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.16.

Meeting Date: May 23, 2022

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2022-2023 school year starting in August 2022; and providing an effective date.

Staff Recommendation:

Approve and adopt an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2022-2023 school year starting in August 2022. The schools the SRO's will be assigned to are Leesburg High School (Two SRO's), Leesburg Elementary (One SRO) and Beverly Shores Elementary (One SRO).

Analysis:

This is a continuation of the contract between Leesburg Police Department and the Lake County School Board for four (4) School Resource Officers (SROs) to provide security to students, school personnel, the school community and school property. Additionally, SROs interact with students during the regular class schedule and at extra-curricular school activities so as to continue building positive relationships between police officers and the community youth.

The term of this Agreement shall be for the next school year, beginning on the first day of school, August 2022, through the last day of school for students in May 2023.

Unless otherwise requested by the school, the officers will return to their normal duties during school breaks.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The SCHOOL BOARD will pay the City of Leesburg the sum of \$260,534.00 for services of the four (4) SROs provided pursuant to the terms of this Agreement.

Account No. 001-0000-342-0200

Submission Date and Time: 5/18/2022 3:49:51 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO EXECUTE AN AGREEMENT FOR SCHOOL RESOURCE
OFFICER (SRO) SERVICES TO BE PROVIDED TO LAKE COUNTY SCHOOL
BOARD – LEESBURG SCHOOLS - FOR THE 2022-2023 SCHOOL YEAR
STARTING IN AUGUST 2022; 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 the Lake County School Board for a continuation of the contract between Leesburg Police Department and the Lake County school Board for four (4) School Resource Officers (SROs). Lake County to PROVIDE the sum of two hundred sixty thousand five hundred thirty-four (\$260,534) dollars.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

ATTEST:

City Clerk

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF LEESBURG, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2022-2023]**

This **AGREEMENT** is entered into by and between the **City of Leesburg**, a Florida municipal corporation, hereinafter referred to as “**LAW ENFORCEMENT AGENCY**” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “**SCHOOL BOARD**”.

WITNESSETH:

WHEREAS, the **SCHOOL BOARD** is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the **LAW ENFORCEMENT AGENCY** is willing to place four (4) **City of Leesburg** Police Officers at **Leesburg Elementary (1), Beverly Shores Elementary (1), Leesburg High (2)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the **LAW ENFORCEMENT AGENCY** will provide four (4) sworn **City of Leesburg** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the **SCHOOL BOARD** to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. **Term of Agreement.** The term of this Agreement shall be for the next school year, beginning the 10th day of August 2022 through the last day of school for students in May 2023.

2. **Compensation.** The **SCHOOL BOARD** will pay the **City of Leesburg** the sum of Two hundred sixty thousand five hundred thirty-four (\$260,534.00) Dollars for services of the four (4) SROs provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the **SCHOOL BOARD** by the **LAW ENFORCEMENT AGENCY** in equal quarterly installments (September, November, February and May) commencing on the 1st day of September 2022. Invoices shall be paid by the **SCHOOL BOARD** within fifteen (15) days of receipt. In the

event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school

to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Dismissal/Replacement/Absence.

The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage.

The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD'S Safety and Security Specialist.

LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

10. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers

Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the School Board's School Safety Specialist.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the School Board's School Safety Specialist to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
City of Leesburg Police Department

115 East Magnolia Street
Leesburg, FL 34748

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

By: _____
Stephanie Luke, Chairperson

Date: _____

Approved as to form:

Attest: _____
Diane S. Kornegay, Superintendent

School Board Attorney

"LAW ENFORCEMENT AGENCY"

CITY OF LEESBURG

By: _____
Mike Pederson, Mayor

Date: _____

Attest: _____
J. Andi Purvis, City Clerk

Approved as to form:

Grant Watson, City Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Leesburg Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Leesburg Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however, activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school's computer-based management system to sign in and out to verify attendance. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his/her designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated

school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.

19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.

21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the

attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.17.

Meeting Date: May 23, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from FBCL Properties, Inc., a Florida Corporation, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from FBCL Properties, Inc., a Florida corporation, for the property described therein.

Analysis:

FBCL Properties, Inc., a Florida corporation, is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 5/18/2022 3:50:33 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM FBCL PROPERTIES, INC., A FLORIDA CORPORATION,
FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE
PROPERTY DESCRIBED THEREIN; 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 FBCL Properties, Inc., a Florida corporation, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of May 2022.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by **FBCL PROPERTIES, INC.**, a Florida corporation whose mailing address is 220 North 13th Street, Leesburg, Florida 34748, ("**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**"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

Commence at the Intersection of the South Right of Way Line of High Street and Southeasterly Right of Way Line of the Atlantic Coast Line Railroad (Abandon); thence along the South Right of Way Line of High Street North 89°43'00" West 8.84 feet to the Point of Beginning; thence South 23°23'26" East 80.70 Feet to a point; thence South 66°36'34" West 30.00 feet to a point; thence North 23°23'26" West 16.50 feet to a point; thence North 66°36'34" East 20.00 feet to a point; thence North 23°23'26" West 68.59 feet to a point on the South Right of Way Line of High Street; thence along the said South Right of Way Line South 89°43'00" East 10.92 FEET to the Point of Beginning.

As further depicted in the sketch of description attached hereto as Exhibit "A" and incorporated herein by this reference.

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 (e) 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:

Marilyn C. Ramer
Signature
Marilyn C. Ramer
Printed Name
W.K. Humels
Signature
W.K. Humels
Printed Name

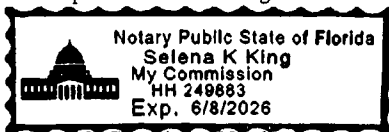
GRANTOR:

FBCL PROPERTIES, INC.,
a Florida corporation

By: Lee Simmons
Printed Name
Vice President
Title

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2nd day of May, 2022, by Lee Simmons, as Vice President of FBCL PROPERTIES, INC. who is ☒ personally known to me or ☐ who produced the following identification:



My Commission Number:
My Expiration Date:

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

(seal)

[illegible]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.18.

Meeting Date: May 23, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, establishing the Public Art Advisory Committee, Appointing initial members, Specifying the procedures, duties, responsibilities, and authority of the committee; and providing an effective date.

Staff Recommendation:

Approve resolution creating a Public Art Advisory Board.

Analysis:

At the request of the Leesburg Art Center, the attached resolution would create an Art Advisory Board. The board would review murals and consider other issues that progress issues associated with public art.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ESTABLISHING THE PUBLIC ART ADVISORY
COMMITTEE, APPOINTING INITIAL MEMBERS, SPECIFYING THE
PROCEDURES, DUTIES, RESPONSIBILITIES, AND AUTHORITY OF
THE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the City of Leesburg, Florida owns, acquires, maintains, disposes of, and displays art and artworks on public property and in City owned buildings, facilities and spaces; and

WHEREAS, the City Commission has determined that it would be in the best interests of the City of Leesburg, its employees and its citizens, to appoint a Public Art Advisory Committee to make recommendations to the City Commission regarding the acquisition, display, maintenance, and disposal of art and artworks on public property throughout the City.

NOW THEREFORE, BE IT RESOLVED THAT the Public Art Advisory Committee is hereby established.

Section 1. Purpose and Work of the Advisory Committee. The purpose of the Public Art Advisory Committee is to make recommendations to the City Commission regarding the acquisition, maintenance, curation, display and disposal of art and art works on public property and in buildings, facilities and other properties owned by the City.

Section 2. Composition and Membership of Advisory Committee. Membership and composition of the Advisory Committee shall be as follows:

(a) The Advisory Committee shall consist of not less than five (5) nor more than seven (7) individuals, appointed by and serving at the pleasure of the City Commission.

(b) The Advisory Committee shall include at least one City department representative; at least one representative from the Leesburg Center for the Arts or a similar non-profit organization dedicated to advancement of the arts; at least one professional or skilled artist or art instructor; and at least one citizen member. Otherwise, composition of the Advisory Committee shall be left to the discretion of the City Commission.

(c) All members of the Advisory Committee shall be a resident of the City of Leesburg.

(d) The terms of the initial members shall commence immediately upon passage of this Resolution and shall end on December 30, 2025. Thereafter members of the Advisory Committee shall hold office for three-year terms which shall run from the first (1st) day of January of the first (1st) year of the term through the thirtieth (30th) day of December of the third (3rd) year of the term. At the discretion of the City Commission, a member whose term expires may continue to serve until a replacement is appointed.

(e) If a vacancy occurs prior to the expiration of an Advisory Committee member's term, the City Commission may appoint a replacement to serve the former member's remaining term or may leave the position vacant provided at least five (5) members remain and all required membership categories are represented.

(f) The City Commission may, at its discretion, remove any member of the Advisory Committee at any time with or without cause.

Section 3. Organization and Procedures. The organization and procedures applicable to the Advisory Committee are as follows:

(a) The Advisory Committee shall elect a chairperson and vice-chairperson at its initial meeting and thereafter shall annually elect a chairperson and vice-chairperson from among its members at the first meeting held each calendar year. The initial chairperson and vice-chairperson shall each serve in their respective positions until the next election of chairperson and vice-chairperson is held according to the foregoing schedule. The chairperson will preside over the meetings of the Advisory Committee and the vice-chairperson will preside in the chairperson's absence. There shall be no term limit for a person to serve as chairperson.

(b) The Advisory Committee may adopt its own rules of procedure consistent with the City of Leesburg Code and Florida law and shall keep minutes of all meetings. The City will provide administrative staff, assistance, and support to the Advisory Committee as needed or requested. Subject to compliance with the City of Leesburg Code and Florida law, Roberts Rules of Order will apply if the Advisory Committee fails to otherwise adopt rules of procedure.

(c) The presence of a majority of the members of the Advisory Committee shall constitute a quorum necessary to take action or conduct business. Once a quorum has been established, the affirmative vote of a majority of the members present shall be required for the Advisory Committee to take action. A tie vote is not considered an affirmative vote.

(d) The Advisory Committee shall designate a member to act as liaison to the City Commission for purposes of communicating the Advisory Committee's recommendations and needs to the City Commission and for general communication and coordination between the City Commission and Advisory Committee.

Section 4. Meetings. The Advisory Committee shall establish its own schedule of meetings, which shall be held at least quarterly, and shall be open to the public. Notice of all regular and special meetings of the Advisory Committee shall be published to the public. The Chairperson may call a special meeting on his or her own initiative and shall call a special meeting upon request of any three (3) Advisory Committee members.

Section 5. Compliance with Applicable Laws. All Advisory Committee activities shall be conducted in conformance with federal, state, and local laws, codes, ordinances, rules, and regulations. All Advisory Committee meetings shall be open to the public and subject to the applicable provisions of the Florida open meetings ("Sunshine") laws, Chapter 286, Florida Statutes. The records of the Advisory Committee shall also be subject to the applicable provisions of the Florida Public Records Law, Chapter 119, Florida Statutes. The members of the Advisory Committee shall be subject to the applicable provisions of the Code of Ethics for Public Officers

and Employees, Chapter 112, Part III, Florida Statutes, including but not limited to sections 112.313 and 112.3143, Florida Statutes, as amended from time to time.

THIS RESOLUTION shall take effect immediately.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida, held on the ____ day of _____, 2022.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mike Pederson, Mayor

Dated: _____

Attest: _____
J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.59 acres; and being generally located on the west side of County Road 468 and north of Schoolview Street, lying in Section 21, Township 19 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 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 2; and providing an effective date. (Schoolview AX)

Staff Recommendation:

Planning and Zoning staff recommend approval of the request to annex the subject property, known as the Schoolview Property, into the City of Leesburg.

Analysis:

The applicant has submitted a request for annexation of approximately 0.59 acres of land generally located west of County Road 468 and north of Schoolview Street as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County RP (Residential -Professional) and the proposed zoning is City SPUD (Small Planned Unit Development). The proposal is for a mixed use development to include the potential for a maximum of six (6) residential single family units.

Also on this City Commission agenda is a Small Scale Comprehensive Plan Amendment and a Rezoning Application for this property, with recommendations for approval from the staff and the Planning Commission. Under the conditions of the aforementioned SPUD (Small Planned Unit Development) zoning case, no negative impacts are anticipated on adjacent properties.

The Planning Commission held a public hearing on these requests on February 24, 2022, and recommended approval by a vote of 6-1. City utilities are available in the area.

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 small fiscal impact will occur through the annexation of this property in the form of ad valorem taxes. Future development will increase the impact through the collection of impact and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.59 ACRES; AND BEING GENERALLY LOCATED ON THE WEST SIDE OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, LYING IN SECTION 21, TOWNSHIP 19 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 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 2; AND PROVIDING AN EFFECTIVE DATE. (SCHOOLVIEW AX)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LESSBURG, FLORIDA, THAT:

Section 1.

Based upon the application by School View Properties, LLC, (MLJ Trust & Bob Koch, petitioners) the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A)

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 2.

Section 3.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 23rd day of May 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

2129 School View Street

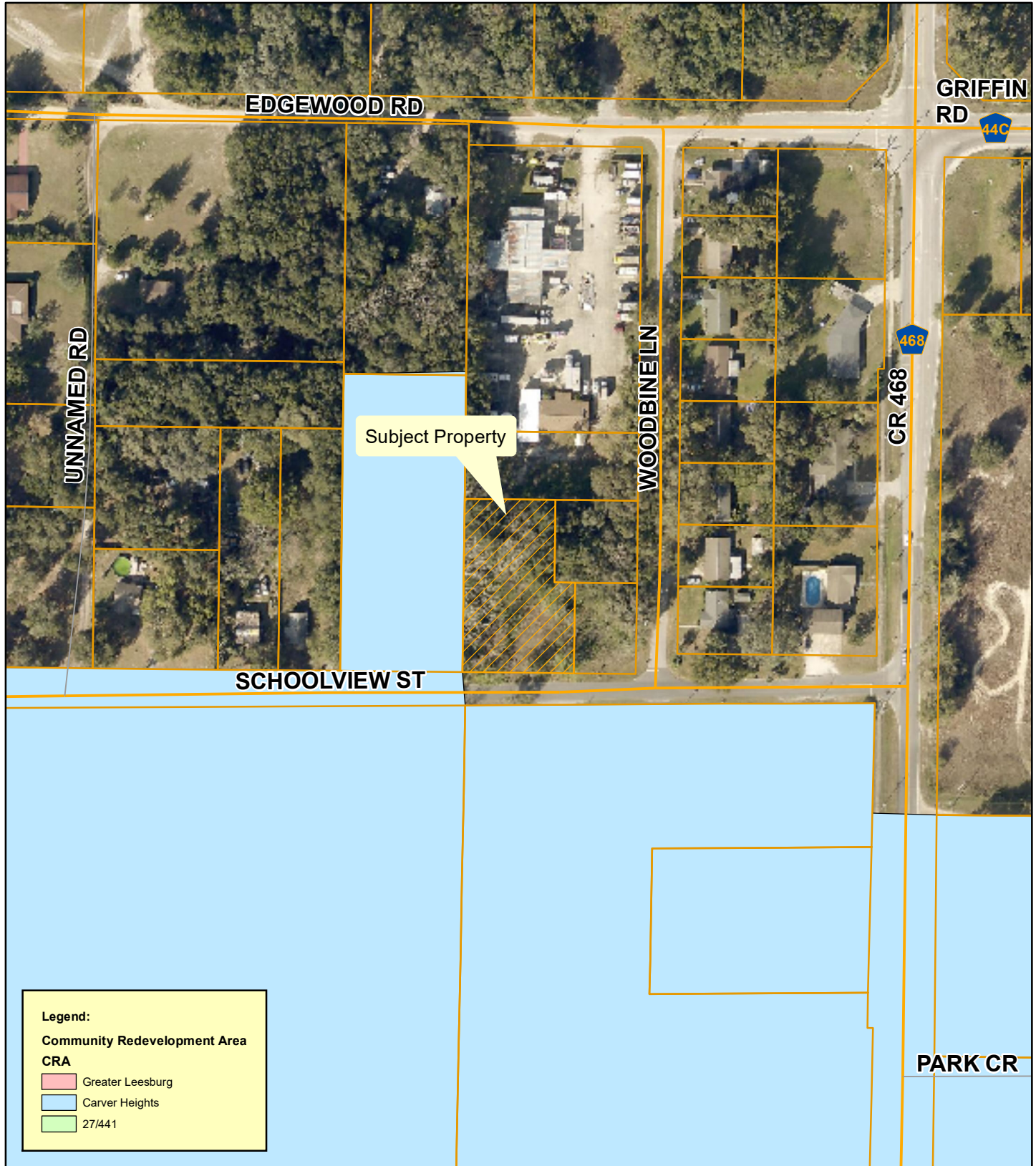
LEGAL DESCRIPTION

School View Properties, LLC.

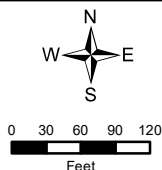
The West 110 feet of East 210 feet of South 210 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; AND the West 25 feet of the East 100 feet of the South 110 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: 21-19-24-00020005100

Community Redevelopment Area

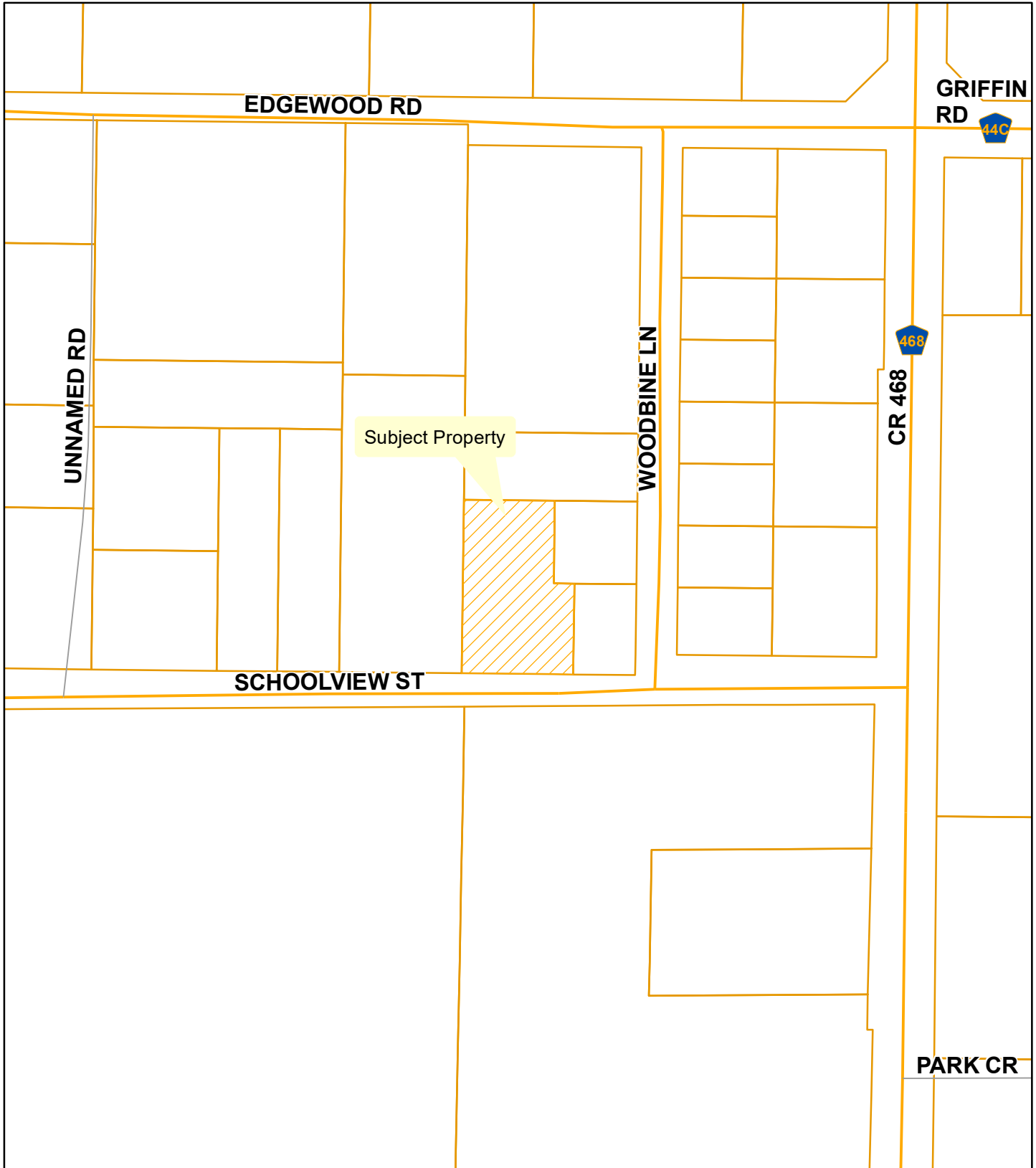


**Planning
& Zoning
Division**

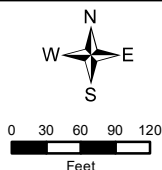


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Locator

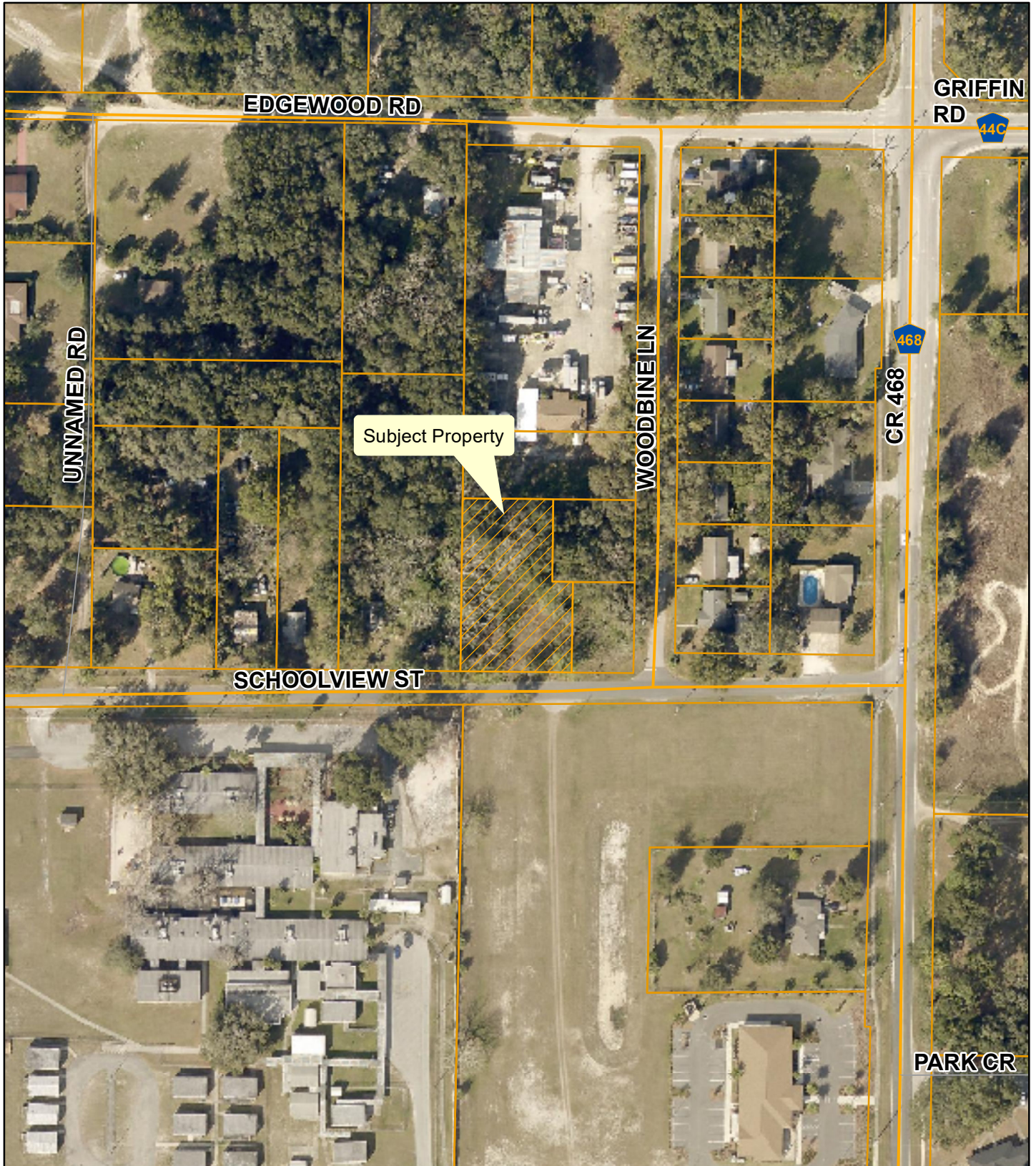


**Planning
& Zoning
Division**

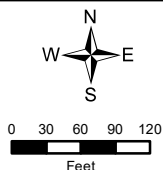


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
February 9, 2022

Aerial

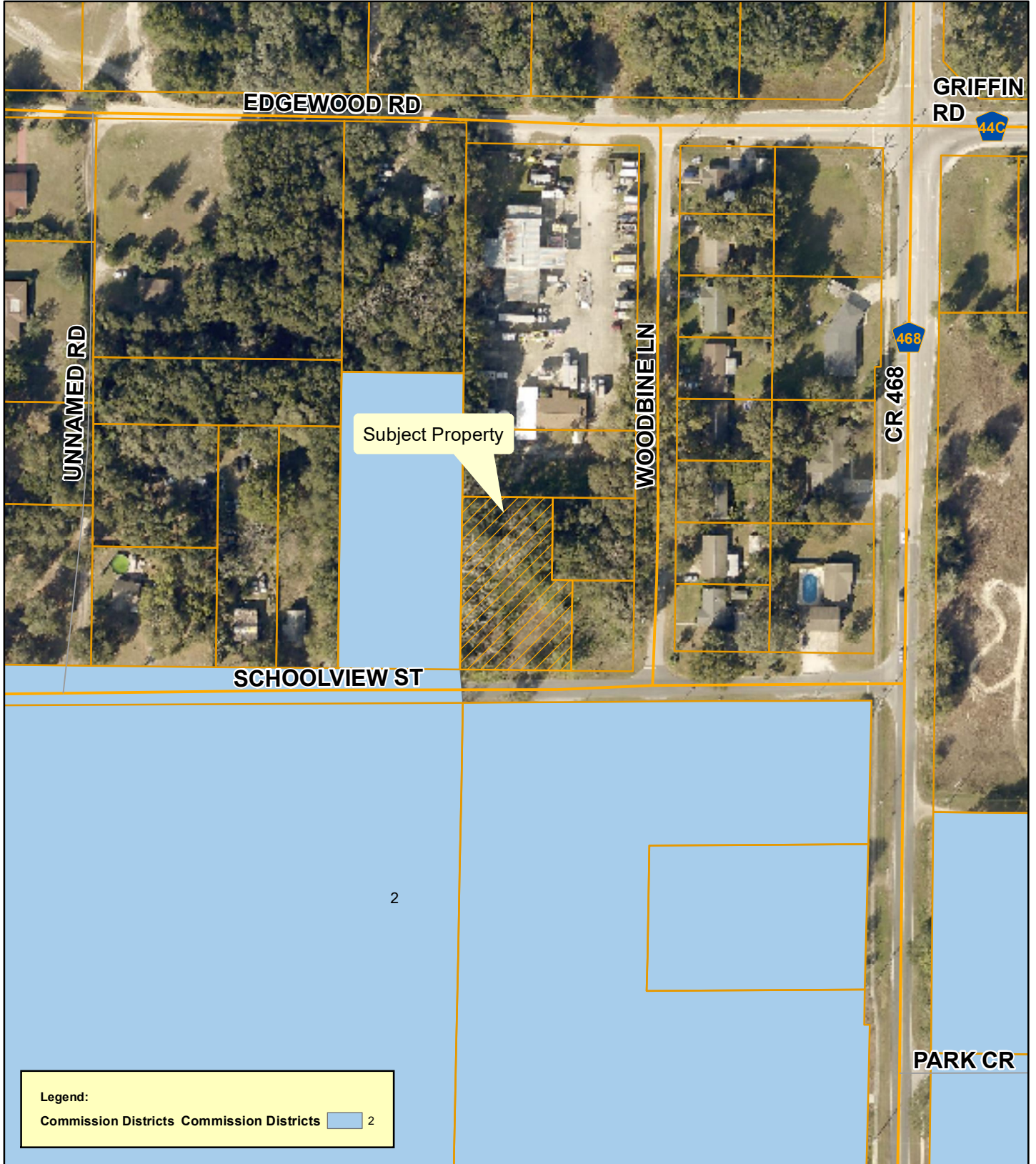


**Planning
& Zoning
Division**

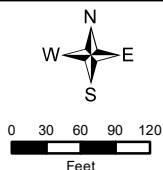


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Commission District



**Planning
& Zoning
Division**



Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022



Sign posting on Schoolview Street, looking north into the property.



Looking north into the property from Schoolview Street.



Picture taken on Schoolview Street looking east from the property.



Picture taken from the property looking south across Schoolview Street.



Looking west along Schoolview Street. Rimes Early Learning Center School is in the upper left hand corner of the picture.



Picture taken from the property looking west along Schoolview Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance Amending the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Designation of certain property containing approximately 0.59 acres, from Lake County Urban Medium Density to City of Leesburg Medium Density Residential for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.
(Schoolview Properties)

Staff Recommendation:

The Planning staff and Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment to the City's adopted Growth Management Plan.

Analysis:

The project site is approximately 0.59 acres. The property is generally located on the west side of County Road 468 and north of Schoolview Street, as seen on the attached maps.

Currently, the property is undeveloped. The proposed use is to construct a small single family residential development. The surrounding Future Land Use Map designation of Lake County Urban Medium Density is compatible with the proposed future land use designation of City Medium Density. The proposed zoning designation of SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate mix of uses for the property.

The Planning Commission held a public hearing on the application on February 24, 2022 and, by a vote of 6 to 1, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small scale comprehensive plan amendment from Lake County Urban Medium Density to City of Leesburg Medium Density, or

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

Fiscal Impact:

No fiscal impact will occur as a result of this action. A small positive fiscal impact is anticipated based on the future development of the subject property.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.59 ACRES, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SCHOOLVIEW PROPERTIES)

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 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 an approximate 0.59 acre parcel of land generally located on the west side of CR 468 and north of Schoolview Street, from Lake County Urban Medium Density to City of Leesburg Medium Density, as shown the attached maps of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida, legally described as:

Legal Description
(See Exhibit A)

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 at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 23rd day of May 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

2129 School View Street

LEGAL DESCRIPTION

School View Properties, LLC.

The West 110 feet of East 210 feet of South 210 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; AND the West 25 feet of the East 100 feet of the South 110 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: 21-19-24-00020005100



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: February 24, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation to Medium Density Residential to allow for single family residential construction
CASE NO.: SSCP-22-008

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD 22-025, is compatible with the adjacent future land use designations of Lake County Urban High Density, City of Leesburg High Density Residential and City of Leesburg Institutional.
3. The proposed request as conditioned in City of Leesburg Case number PUD 22-025, is compatible with the current surrounding zoning districts of Lake County MP (Planned Industrial District); Lake County RP (Residential Professional), City of Leesburg R-2 (Medium Density Residential) and City of Leesburg P (Public).
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 designation from Lake County Urban High Density to City of Leesburg Medium Density Residential and forward the recommendation to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER

THURSDAY, FEBRUARY 24, 2022 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, February 24th, 2022, at the Venetian Center. Chairman Ted Bowersox called the meeting to order at 4:30p.m. The following Commission members were present:

Ted Bowersox, Chairman
Tim Sennett, Vice-Chair
Frazier J. Marshall
Chris Wood
John O'Kelley
Michael Fitzpatrick
Alfred C. Haliday
Nathaniel Sanders

The following Commission members were absent:

Ze'Shieca Carter

City staff that was present included Dan Miller, Director of Planning & Zoning, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, and Dianne Pacewicz, Planner. Interim City Attorney Loren Vasquez was also present.

The meeting opened with an invocation given by Chairman Ted Bowersox and the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone wishing to speak.

DRAFT SUMMARY MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR JANUARY 20TH, 2022.

Commissioner Tim Sennett moved to APPROVE the minutes from the JANUARY 20TH, 2022 meeting. Commissioner Alfred C. Haliday SECONDED the motion, which was PASSED by a vote of 8 to 0.

NEW BUSINESS

- 1) **PUBLIC HEARING CASE # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF

3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Dan Miller noted that there were two typos in the PUD document. On page 2, under Development Standards, it states that there are six (6) acres and that should read as 0.6 acres. Also, on page 2, under Development Standards (4 F), there's a requirement for a minimum lot size of 6,000 square feet, which needs to be deleted. This development is going to be owned as a whole, with the houses built individually.

Tim Burns, representing the project, as well as Ken Thomas, Housing and CRA Director, were present to answer any questions.

Commissioner Tim Sennett asked if the units are going to be condominiums. Mr. Miller answered that it is going to be six (6) single-family units at a minimum of 1,100 square feet, with one driveway coming in. They will all be owned as one unit, and sold as one unit.

Chairman Bowersox asked about the 7 units on page 14 of the PUD. Mr. Miller answered that they originally wanted to get in 7 units on this property. It is only going to be 6 units with the 7th location being used for retention, parking, and playground.

Commissioner Haliday asked about the minimum lot size. Mr. Miller answered that there is not a minimum lot size. It is one lot but it will have six (6) homes on it. The potential for platting and rezoning does exist down the road.

Commissioner Holiday asked if they were going to be rental homes and if there is an HOA. Mr. Miller answered that the homes could be sold, and that there is an HOA requirement in the PUD.

Chairman Bowersox asked the applicant if he had anything to add to the discussion. Mr. Burns stated that it was a pleasure to deal with the Planning folks. He gave a brief history as to how they got to this point over the last three years.

Commissioner Sanders asked what the cost of the properties will be, as well as how many bedrooms and baths. Mr. Burns answered that they will be in the low \$200,000, and have 3 bedrooms and 2 baths.

Commissioner O'Kelley asked to clarify if they would be rentals. Mr. Burns said no, to think of them as a detached townhome.

This was the end of the discussion and the voting then took place.

Commissioner Tim Sennett made a motion to APPROVE case # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT with the amendments of fixing the typo on page two to 0.6 and to delete the requirement for a minimum lot size. Commissioner Nathaniel Carter SECONDED the motion which, PASSED by a vote of 7 to 1 (with the denial by Commissioner Haliday).

2) PUBLIC HEARING CASE # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.59 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A

LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.59 +/- ACRES, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022)** (Schoolview Properties)

Dan Miller gave a brief background of this project. The Carver Heights area of Leesburg, like many cities, needs good affordable housing. Staff has been working with the applicants for several months now, with the idea of providing a quality, safe starting point for people. In this case, the project is located across the street from an elementary school, and within easy walking distance of the City's Resource Center and a bus route. For this project, the applicant is requesting a small-scale comprehensive plan amendment from Lake County Urban High Density, at 12 units per acre, to City of Leesburg Medium Density, also 12 units per acre. They are also requesting rezoning from Lake County R-P (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development). The proposals, if approved at City Commission, would allow future development of this 0.6-acre lot to allow six (6) small single-family units ideally located on the north side of Schoolview Street and just west of its intersection with CR 468.

Dan Miller entered the exhibits into record. In order to expedite the meeting, the same exhibits for cases SSCP-22-008 and SPUD-22-025 were entered into the record at the same time. Kandi Harper presented the maps and photo exhibits, which included the aerial, zoning, future and surrounding land use, wetlands/flood zone and CRA maps. Other exhibit items included the staff summary, departmental review summary, and staff recommendations.

There were no substantive comments received from the departments, and there were no public responses received for either approval or disapproval.

The Planning & Zoning staff recommended approval of the request for the SMALL-SCALE COMPREHENSIVE PLAN AMEDEMMENT for the following reasons:

1. The proposed request is compatible with the current surrounding Future Land Use categories of Lake County Urban High Density, and with City of Leesburg Future Land Use categories of Institutional and High Density.
2. The proposed request will allow for single family residential development near a public elementary school with access to public transportation routes, and in close proximity to the City of Leesburg Resource Center.
3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County Urban High Density to City of Leesburg Medium Density and forward to the City Commission for consideration.

The Planning & Zoning staff recommended approval of the request for the SMALL PLANNED UNIT DEVELOPMENT for the following reasons:

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), and MP (Planned Industrial District); and with City of Leesburg P (Public), and R-2 (Medium Density Residential).
2. The proposed request will allow for single family residential development near a public elementary school, access to public transportation routes, and is in close proximity to the City of Leesburg Resource Center.

PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022) (Schoolview Properties)

Commissioner O'Kelley made a motion to APPROVE case # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT. Commissioner Sanders SECONDED the motion which, PASSED by a unanimous voice vote of 7 to 1 (with the denial by Commissioner Haliday).

DISCUSSION ITEM

Dan Miller spoke about the growth in Leesburg, stating that staff has been working on a map with upcoming and potential development that gives a good indication as to what is going on in the City. The population as of April 1, 2021 was about 27,000. Leesburg has the potential to add 50-60k people in the next ten to fifteen years.

Commissioner Haliday asked what the impact will be with DOT and 27. Mr. Miller answered that any project that is along a state road goes through DOT. Any larger projects (50 acres or above) have to go through the state. For any project, there is constant coordination with Lake County Public Works and Lake County School Board. Mr. Miller said that the Planning Commission has very influential voice with all that is happening, and staff wants to make sure that they are aware as to what the City Commission is talking about.

Mr. Miller stated that there are two items that have come up at City Commission.

1. Dark sky lighting – this is a principle of making sure that the lighting on a development stays as much as possible on that development property, and that it's not over lit so there is not abundant light pollution. Staff is starting to include dark sky lighting standards in some PUD Conditions, and what is acceptable and what is not acceptable. It can be affectively done without a lot of cost.
2. Lot size – This Commission has been expressing frustrating with the number of 40- and 50-foot lots. What does the City want to look like? We definitely need some smaller lots to allow for a price point because we need young families and they can't afford a \$350k house. We also have a need for those that want a larger lot. We have to find out what our citizens want, and we do that partially through the Planning Commission and partially through the City Commission.

Chairman Bowersox suggested having 40' lots on pie-shaped lots with the bigger back yards. Commissioner Sennett said that the size of the lot should depend on the design of the development.

Commissioner Haliday brought up working with DOT on the flow and synchronization of the traffic lights. Mr. Miller said that it comes down to the design and coordination with DOT.

Commissioner O'Kelley asked if the City Commission is pretty much in line with what Planning Commission recommends to them. Mr. Miller answered that generally they are, but occasionally there may be one that is different.

ANNOUNCEMENTS

The meeting adjourned at 5:33 p.m.


Ted Bowersox, Chairperson


Dianne Pacewicz, Planner

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: February 3, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/18/22

FIRE

No comments received as of 2/18/22

ELECTRIC

Electric has no objections. Easements will be required on the property to install new electric facilities. Steve Davis 2/3/22

GAS

No comments received as of 2/18/22

GIS

GIS has no comments. Tammy Magamoll 2/16/22

BUILDING

No comments received as of 2/18/22

PUBLIC WORKS

No comments received as of 2/18/22

ADDRESSING

No comments received as of 2/18/22

HOUSING & REDEVELOPMENT

No comments received as of 2/18/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/18/22

EXTERNAL EMAIL - USE CAUTION

Kandi:

The project consists of 6 dwelling units – please be advised that project of more than 4 units are subject to school concurrency review.

Please refer the applicant to me for more information on the process, as it may not require a full concurrency review.

Thanks,

Helen LaValley

Lake County Schools

352-253-6694



PUBLIC RESPONSES

Approval

none

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: February 24, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

GENERAL LOCATION: The property is generally located west of CR-468 and north of Schoolview Street.

FUTURE LAND USE DESIGNATION:
Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban High Density
South – Institutional
East – Lake County Urban High Density
West – High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION:
City of Leesburg Medium Density Residential

EXISTING ZONING DESIGNATION:
Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County MP (Planned Industrial District); Lake County RP (Residential Professional)
South – P (Public)
East – Lake County RP (Residential Professional)
West – R-2 (Medium Density Residential)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Mobile Home Park

SURROUNDING LAND USE:
North – Service Shop
South – Leesburg Community Center; School
East – Residential (Vacant)
West – Residential (Vacant)

PROPOSED LAND USE: Single Family Residential development



Sign posting on Schoolview Street, looking north into the property.



Looking north into the property from Schoolview Street.



Picture taken on Schoolview Street looking east from the property.



Picture taken from the property looking south across Schoolview Street.



Looking west along Schoolview Street. Rimes Early Learning Center School is in the upper left hand corner of the picture.



Picture taken from the property looking west along Schoolview Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: May 23, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.59 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)

Staff Recommendation:

The Planning staff and the Planning Commission recommend approval of the proposed rezoning on the subject property from Lake County RP (Residential Professional) to City SPUD (Small Planned Unit Development).

Analysis:

The project site is approximately 0.59+/- acres. The property is generally located on the west side of County Road 468 and north of Schoolview Street, as shown on the attached General Location Map. The present zoning for this property is Lake County R-P (Residential-Professional). The current use of the property is a vacant lot. The proposed use is for a small single family residential development. The proposed use is compatible with the surrounding zoning designations.

The proposed zoning district of City SPUD (Small Planned Unit Development) is compatible with the adjacent and nearby properties in the area. The proposed zoning will provide a good location for a small development, as it is near a bus route, the Leesburg Resource Center, and Rimes Early Learning Center. This request does not appear to create a detriment to the surrounding properties.

The existing land uses surrounding the property are industrial to the north, with undeveloped property to the south, east and west. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on February 24, 2022 and by a vote of 6 to 1, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from Lake County RP (Residential-Professional) to City (Small Planned Unit Development), thereby allowing consistent zoning and development standards for this property; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A small positive fiscal impact is anticipated as a result of the future development of this property.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.59 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SCHOOLVIEW PROPERTIES)

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

Section 1.

Based upon the application by School View Properties, LLC, (MLJ Trust & Bob Koch, petitioners) 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 RP (Residential Professional) to City SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 23rd day of May 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**SCHOOLVIEW PROPERTIES, LLC
SPUD (SMALL PLANNED UNIT DEVELOPMENT CONDITIONS)
February 24, 2022**

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Schoolview Properties, LLC, 2555 Temple Trail, Winter Park Florida, 32789 (MLJ Land Trust, 2555 Temple Trail, Winter Park Florida, 32789- Fernando Jones, Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a SPUD (Small Planned Unit Development) zoning district to allow future construction of a proposed residential development consisting of a maximum of six (6) single family residential units on approximately 0.6 acres, generally located west of County Road 468 and north of Schoolview Street, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for 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 **Schoolview Properties, LLC, 2555 Temple Trail, Winter Park Florida, 32789 (MLJ Land Trust, 2555 Temple Trail, Winter Park Florida, 32789- Fernando Jones, Agent)** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 0.6 acres, shall be used for 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. Townhouses
 - 2. Multi-family units (Apartments)
 - 3. Commercial uses
 - 4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
- C. One carport/garage structure, which contains at least one parking space for each residential structure shall be constructed on the property.
- D. In addition to the carport/garage, each residential unit shall have access to one parking space per unit

4. DEVELOPMENT STANDARDS

- A. The project shall allow a maximum of six (6) single family residential units, on a 0.6 +/- acre site, as shown on **Exhibit D, Conceptual Development Plan**.
- B. The project shall contain one (1) carport/garage structure, holding at least one parking space for each residential structure.
- C. In addition to the carport/garage noted above, each residential unit shall have access to one parking space per unit
- D. The design of this subdivision shall allow for a minimum of 10 feet between each residential unit.
- E. The maximum impervious surface for the project shall be 70%.
- F. The minimum lot development standards shall be:
 - 1. For all residential development:
 - a. Minimum house size: 1,100 square feet.
 - b. Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
 - c. Setbacks: (Setbacks for structures adjacent to Schoolview Street shall be measured from the Schoolview Street right of way, all other setbacks shall be measured from either the edge of the pavement of the interior roadway, or property line as applicable.

- d. Minimum building setbacks:
 - Front – 20 feet;
 - Porch – 15 feet (porch must be a minimum width of 5 feet).
 - Rear – 15 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
- 2. For all structures:
 - a. Minimum distance between structures shall be ten (10) feet; measured from building wall to building wall, and the roof overhang shall not exceed thirty (30) percent of the distance between the building wall and the property line.
 - b. Maximum building height: two (2) stories or 35 feet.
 - c. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - d. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line.
 - e. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - f. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved SPUD (Small Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. Each residential structure shall have a covered porch entry of at least five (5) feet in width, and each structure shall utilize metal roofing material.
- B. In addition, each residential structure shall utilize at least two (2) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Front windows with arched glass tops and minimum 4-inch trim.
 - 2. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 3. Dormers
 - 4. Shutters
 - 5. Gables
 - 6. Recessed or raised entries
 - 7. Cupolas
 - 8. Pillars or decorative posts
 - 9. Bay window (minimum 12-inch projections)
 - 10. Eaves (minimum 6-inch projections)
 - 11. Stone accents
 - 12. Board and batten siding
 - 13. Hardy board siding
 - 14. Raised banding
- C. 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.
- D. Other design variations meeting the overall intent of this section may be approved by the Planning and Zoning Director or designee.
- E. The architectural styles and facades shown in **(Exhibit F)** herein are considered to meet the requirements of this section.
- F. The Permittee shall utilize “Dark Sky” lighting principles **(Exhibit G)** 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.

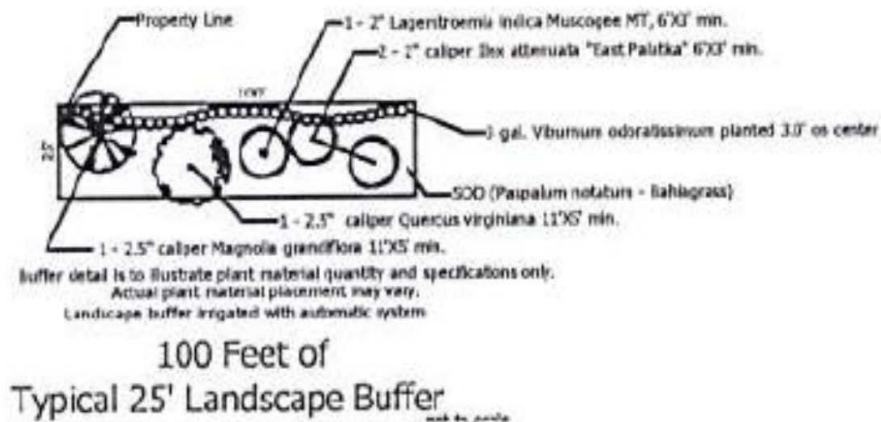
6. LANDSCAPING & BUFFER REQUIREMENTS:

- A. A minimum fifteen (15) foot buffer tract with plantings as shown in Figure A below, shall be provided along Schoolview Street. This landscape buffer shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- B. Each single-family residential unit shall contain a minimum of one canopy or understory tree, located within in the front yard, and selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees and Understory (Ornamental) Trees*. All other requirements for tree planting based on lot size shall remain in effect.
- C. A split-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- D. 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



- E. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- F. 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 or arborist.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall have at least one access point on Schoolview Street, as prescribed by Lake County Public Works, and shown on the Master Development Plan on 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.
 - 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 site plan, 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.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- C. The required 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.
- D. Alternative designs for access point signage 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, from shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee. Approval of a Request for Exemption provided procedures outlined by the Lake Sumter MPO shall be accepted in lieu of a full traffic study.

- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads and or driveways within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. 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.
- G. Sidewalks shall be provided along Schoolview Lane adjacent to the development. 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 water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines

and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- 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.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. Should wetlands exist on the project site, such areas 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 fifty (50) feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of twenty-five (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 items such as a children's playground, BBQ grilles, benches, a gazebo or other recreational uses.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the SPUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the SPUD approval or rezone the property to another appropriate zoning classification.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

- 1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

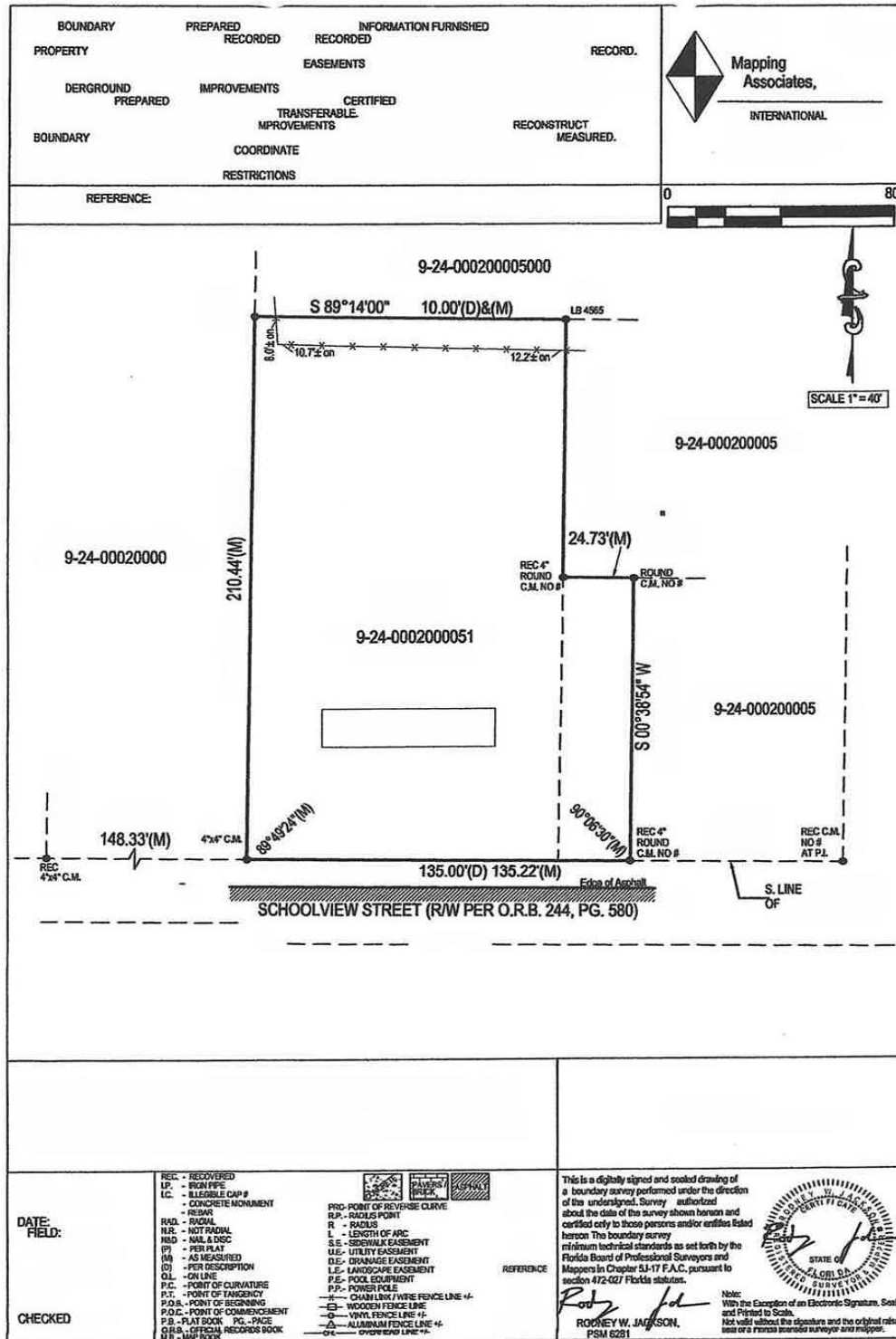
2129 School View Street

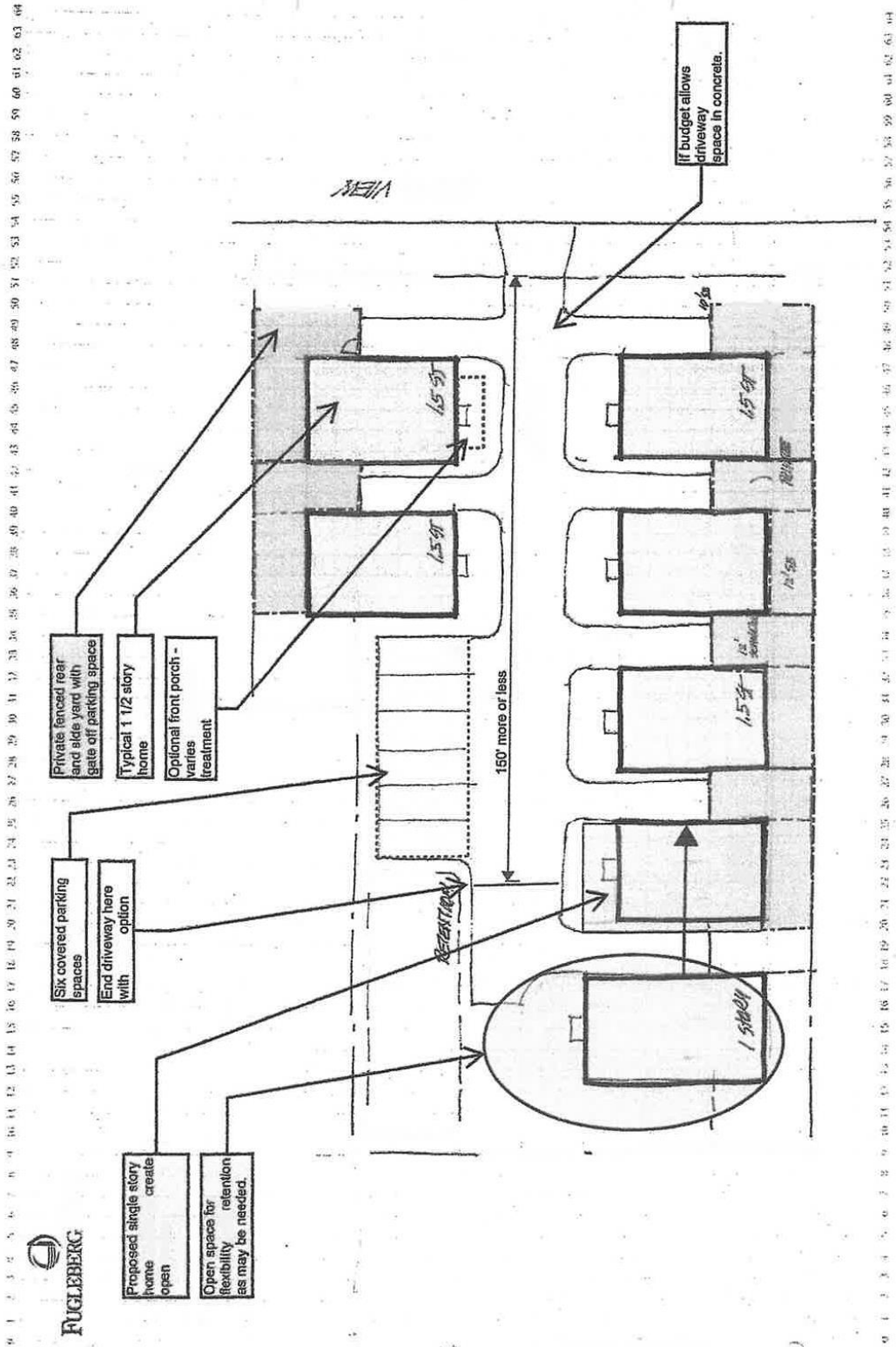
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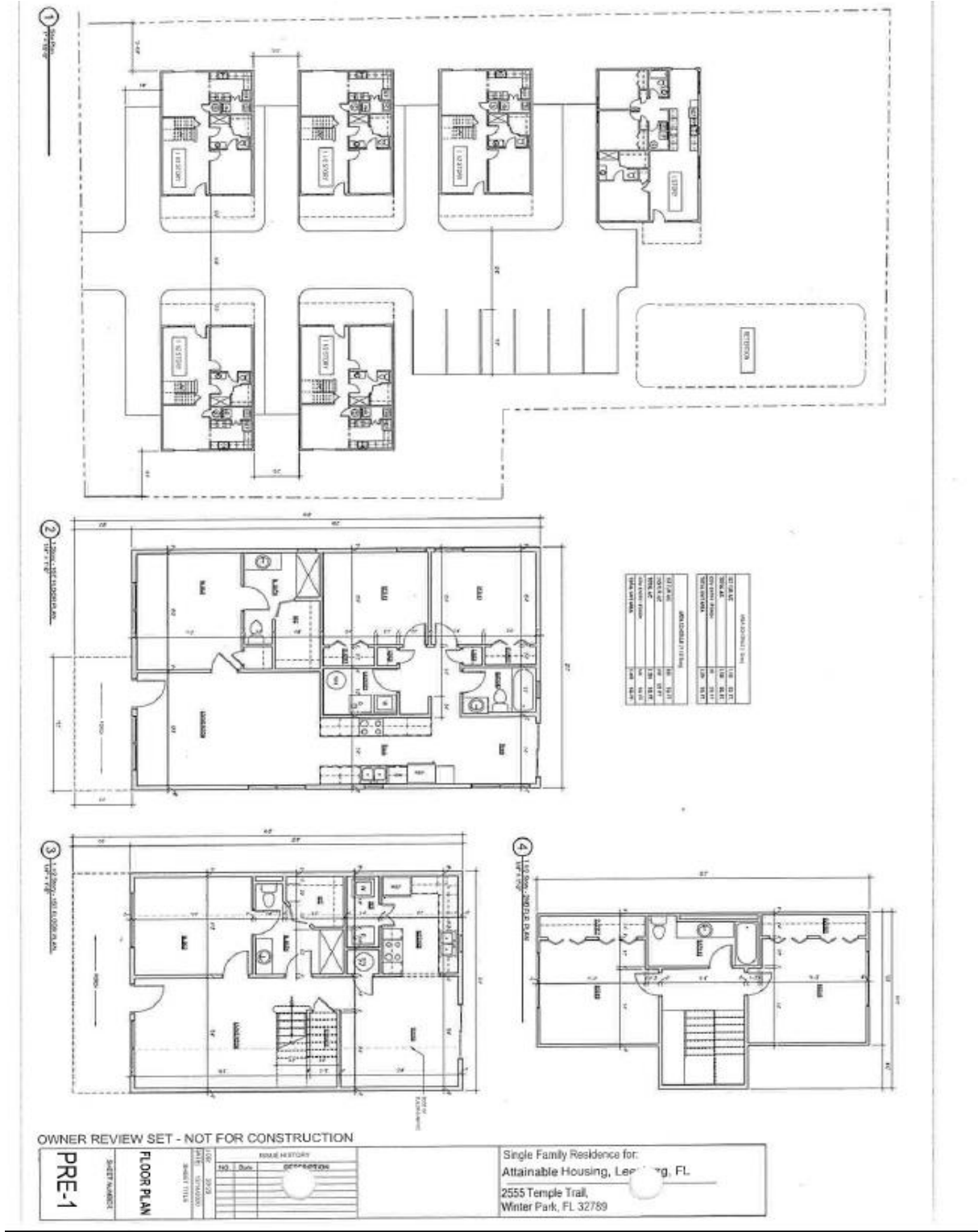
School View Properties. LLC

The West 110 feet of East 210 feet of South 210 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; AND the West 25 feet of the East 100 feet of the South 110 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: 21-19-24-000200005100









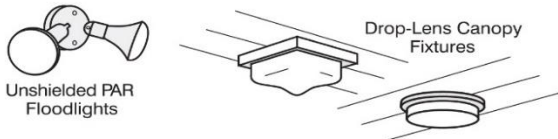
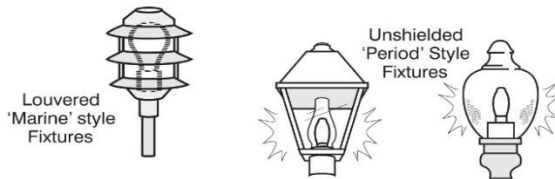
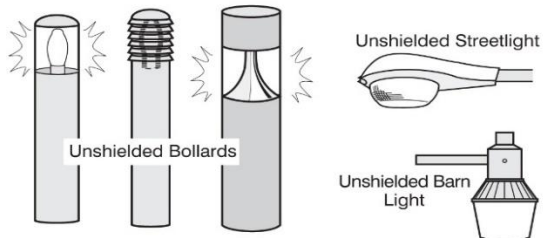
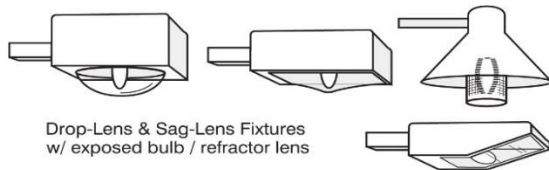
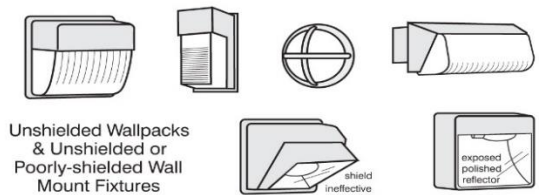
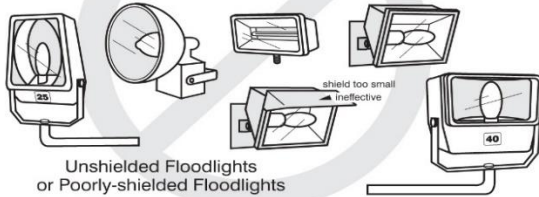


ELEVATION OPTION B

Examples of Acceptable / Unacceptable Lighting Fixtures

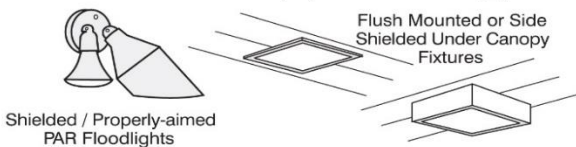
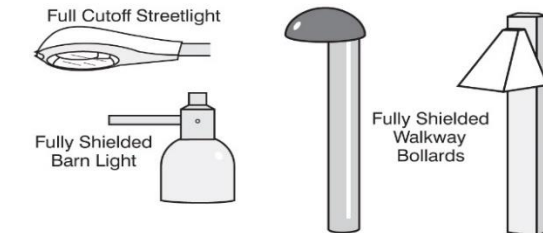
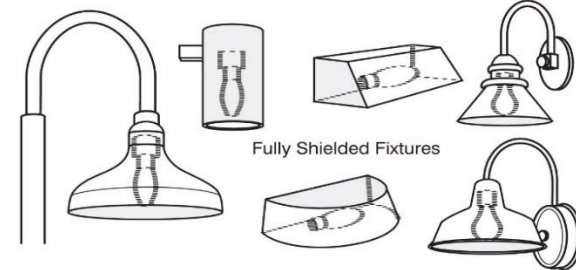
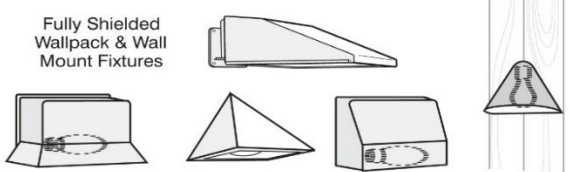
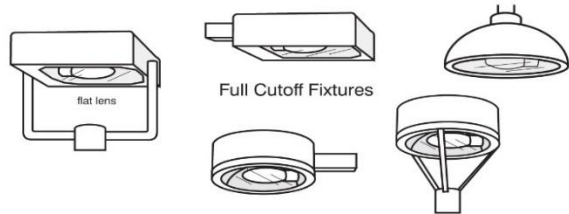
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission.

**SCHOOLVIEW COTTAGES
AFFORDABLE HOUSING DEVELOPMENT
PROJECT NARRATIVE**

INTRODUCTION:

As with all markets, affordable single family housing “for sale” is the most in demand and the least served proportionate that demand. New but basic starter homes suitable for a family of four (or more) are not offered in the price range the lower incomes can support without subsidy. The majority of major home builders preserve their talents and resources to the primary markets where price is less a buyer’s personal challenge.

To serve this objective, MLJ Trust has sought to identify small overlooked but suitable sites in terms of locational convenience, infrastructure, and entitlements supportive of the Trust’s mission. The subject property is an example of such a parcel.

This proposed project is intended to serve as a “beta test” for an approach that marries concerns of site selection, smart construction, distinctive physical character, and financial arrangement that invite individual home ownership with minimal public support.

SITE STRATEGY:

Land, along with public extractions such as impact fees, connection fees, permitting and entitlement fees have escalated in cost over the past decade even faster than the material and labor costs for the dwellings themselves. To that end the mechanism for offsetting some of the land burden is to seek parcels that allow “Clustering” such that within a given frontage and acreage, more dwellings can be served with smaller assigned land areas individually, while still providing some outdoor private and communal areas for the cluster to enjoy.

This clustering, by way of the smaller pad size and the limited road frontage it requires, can increase land yields from a conventional approach of 4 units per acre maximum in most jurisdictions to 8 units per acre without resorting to connected dwellings within a single larger structure.

Thus, a detached dwelling, sitting upon a small pad site with sufficient outdoor private area as might be found in a townhouse designs at the residents exclusive use. Concurrently, the total site allows for common drive, open space and parking to shoulder the needs of community space for residents to share.

BUILDING STRATEGY:

Construction cost efficiency is tied to simple designs. Historic designs from our nation's history represent smart solutions that have served the test of time successfully. They are often characterized by:

- Square or rectangular structures with modest elective appointments such as porches, stoops or shattered parking accessories.
- Clean lines and efficient use of materials that leave the scrap material pile smaller than conventional product.
- Exterior envelopes that invite living in attic volumes that add floor levels without increasing exterior wall areas proportionately.
- Mass produced building components that promote low maintenance, operating efficiency and cosmetic appeal.
- Variation in appearance that elevate the singular nature of each dwelling in pursuit of a village feel and not a mass produced project identity.
- Assembly techniques that allow a range of manufactured approaches where conditions warrant and utilize local trade capabilities found in the area workforce.

FINANCIAL ASSISTANCE OPPORTUNITIES:

Land for this venture comes to this transaction at a value below market value in part as a gift reflecting the discount from appraisal. This lower land cost extends to the purchase price as a pricing advantage for the total community.

Tax exemption on behalf of the sponsor (Trust) allows for materials to be "tax free", saving a measured percentage of the material budget that also flows through the buyer.

When public or private support is advanced to a project, whether by favorable terms or by discounts in price/materials, the amount advanced where possible is booked as a contributed equity on behalf of the buyer and not as a part of the capital required for the development by the developer under conventional processes. This equity equivalent allows for the closing to reflect the fair market value of the home while only obligating the buyer to bring residual equity (if any) and credit capacity to the closing. Upon closing with the fair market value

preserved the equity contributed becomes part of the Owner's net worth and allows for more favorable debt terms with the evidence of market value exceeding the debt needs by a greater amount than when funded conventionally.

Lot costs in most cases represents at least 25% of the total home purchase price. The unified approach to the site organization encourages the land to be owned by the Trust and leased per pad site to the Owner, lowering the purchase price, and allowing favorable lease terms to both reduce the mortgage payment even when the lease is added to the monthly expense. This process also allows the lease payments to fund the common area maintenance (front yards, and all common open area) assuring a uniform care and oversight to the development and stabilized value for the community/land component of the home value.

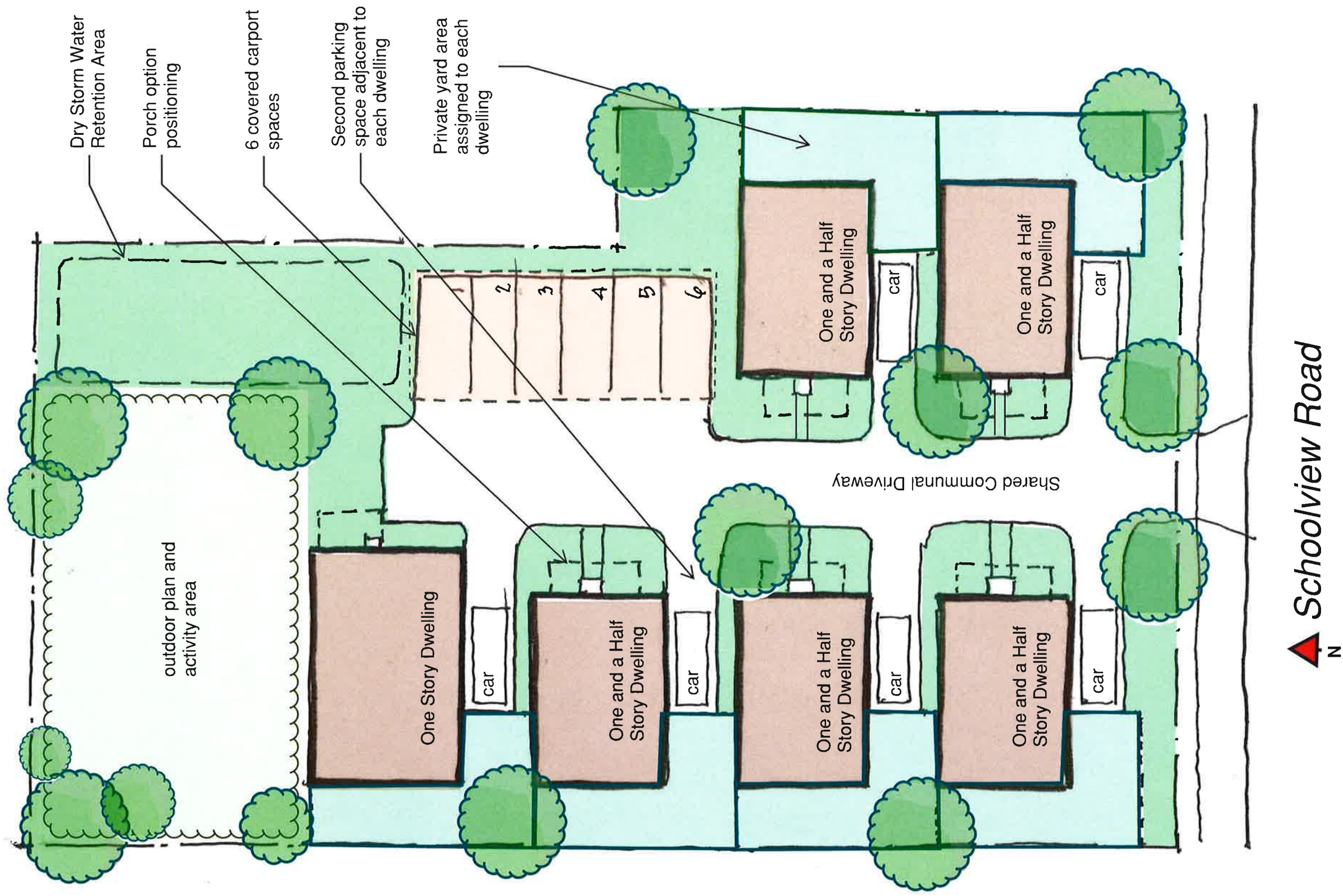
While each pad is leased it does not affect the fee interest in the dwelling, its ability to be homestead, or its property tax liability should one occur.

Through local public agency support, credit and home ownership counseling and education are offered as a qualifying requirement for ownership insuring both purchase and ongoing awareness of both benefits and obligations are fully understood by each purchaser.

SUMMARY;

Beyond the philanthropic actions of the Trust and its experienced sponsors, the valued discounts eligible to a non-profit enterprise, the incentives from public funding or discounted extractions from agency providers, and the additional gifts to buyers through the financial structure of the development, the resident themselves must demonstrate the need and the capacity to maintain their interests with responsible stewardship.

This project is intended as a development prototype that with initial success can readily be duplicated using the formulations initially proposed and any other measure that effects home ownership for those pursuing the American Dream.



CONCEPT SITE PLAN SCHOOLVIEW COMMONS

EXHIBIT B

2129 School View Street

LEGAL DESCRIPTION

School View Properties, LLC.

The West 110 feet of East 210 feet of South 210 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; AND the West 25 feet of the East 100 feet of the South 110 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: 21-19-24-00020005100



ELEVATION OPTION A



ELEVATION OPTION B



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER

THURSDAY, FEBRUARY 24, 2022 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, February 24th, 2022, at the Venetian Center. Chairman Ted Bowersox called the meeting to order at 4:30p.m. The following Commission members were present:

Ted Bowersox, Chairman
Tim Sennett, Vice-Chair
Frazier J. Marshall
Chris Wood
John O'Kelley
Michael Fitzpatrick
Alfred C. Haliday
Nathaniel Sanders

The following Commission members were absent:

Ze'Shieca Carter

City staff that was present included Dan Miller, Director of Planning & Zoning, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, and Dianne Pacewicz, Planner. Interim City Attorney Loren Vasquez was also present.

The meeting opened with an invocation given by Chairman Ted Bowersox and the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone wishing to speak.

DRAFT SUMMARY MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR JANUARY 20TH, 2022.

Commissioner Tim Sennett moved to APPROVE the minutes from the JANUARY 20TH, 2022 meeting. Commissioner Alfred C. Haliday SECONDED the motion, which was PASSED by a vote of 8 to 0.

NEW BUSINESS

- 1) PUBLIC HEARING CASE # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF

3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Dan Miller noted that there were two typos in the PUD document. On page 2, under Development Standards, it states that there are six (6) acres and that should read as 0.6 acres. Also, on page 2, under Development Standards (4 F), there's a requirement for a minimum lot size of 6,000 square feet, which needs to be deleted. This development is going to be owned as a whole, with the houses built individually.

Tim Burns, representing the project, as well as Ken Thomas, Housing and CRA Director, were present to answer any questions.

Commissioner Tim Sennett asked if the units are going to be condominiums. Mr. Miller answered that it is going to be six (6) single-family units at a minimum of 1,100 square feet, with one driveway coming in. They will all be owned as one unit, and sold as one unit.

Chairman Bowersox asked about the 7 units on page 14 of the PUD. Mr. Miller answered that they originally wanted to get in 7 units on this property. It is only going to be 6 units with the 7th location being used for retention, parking, and playground.

Commissioner Haliday asked about the minimum lot size. Mr. Miller answered that there is not a minimum lot size. It is one lot but it will have six (6) homes on it. The potential for platting and rezoning does exist down the road.

Commissioner Holiday asked if they were going to be rental homes and if there is an HOA. Mr. Miller answered that the homes could be sold, and that there is an HOA requirement in the PUD.

Chairman Bowersox asked the applicant if he had anything to add to the discussion. Mr. Burns stated that it was a pleasure to deal with the Planning folks. He gave a brief history as to how they got to this point over the last three years.

Commissioner Sanders asked what the cost of the properties will be, as well as how many bedrooms and baths. Mr. Burns answered that they will be in the low \$200,000, and have 3 bedrooms and 2 baths.

Commissioner O'Kelley asked to clarify if they would be rentals. Mr. Burns said no, to think of them as a detached townhome.

This was the end of the discussion and the voting then took place.

Commissioner Tim Sennett made a motion to APPROVE case # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT with the amendments of fixing the typo on page two to 0.6 and to delete the requirement for a minimum lot size. Commissioner Nathaniel Carter SECONDED the motion which, PASSED by a vote of 7 to 1 (with the denial by Commissioner Haliday).

2) PUBLIC HEARING CASE # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.59 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A

LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.59 +/- ACRES, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022)** (Schoolview Properties)

Dan Miller gave a brief background of this project. The Carver Heights area of Leesburg, like many cities, needs good affordable housing. Staff has been working with the applicants for several months now, with the idea of providing a quality, safe starting point for people. In this case, the project is located across the street from an elementary school, and within easy walking distance of the City's Resource Center and a bus route. For this project, the applicant is requesting a small-scale comprehensive plan amendment from Lake County Urban High Density, at 12 units per acre, to City of Leesburg Medium Density, also 12 units per acre. They are also requesting rezoning from Lake County R-P (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development). The proposals, if approved at City Commission, would allow future development of this 0.6-acre lot to allow six (6) small single-family units ideally located on the north side of Schoolview Street and just west of its intersection with CR 468.

Dan Miller entered the exhibits into record. In order to expedite the meeting, the same exhibits for cases SSCP-22-008 and SPUD-22-025 were entered into the record at the same time. Kandi Harper presented the maps and photo exhibits, which included the aerial, zoning, future and surrounding land use, wetlands/flood zone and CRA maps. Other exhibit items included the staff summary, departmental review summary, and staff recommendations.

There were no substantive comments received from the departments, and there were no public responses received for either approval or disapproval.

The Planning & Zoning staff recommended approval of the request for the SMALL-SCALE COMPREHENSIVE PLAN AMENDEMENT for the following reasons:

1. The proposed request is compatible with the current surrounding Future Land Use categories of Lake County Urban High Density, and with City of Leesburg Future Land Use categories of Institutional and High Density.
2. The proposed request will allow for single family residential development near a public elementary school with access to public transportation routes, and in close proximity to the City of Leesburg Resource Center.
3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County Urban High Density to City of Leesburg Medium Density and forward to the City Commission for consideration.

The Planning & Zoning staff recommended approval of the request for the SMALL PLANNED UNIT DEVELOPMENT for the following reasons:

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), and MP (Planned Industrial District); and with City of Leesburg P (Public), and R-2 (Medium Density Residential).
2. The proposed request will allow for single family residential development near a public elementary school, access to public transportation routes, and is in close proximity to the City of Leesburg Resource Center.

PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022) (Schoolview Properties)

Commissioner O'Kelley made a motion to APPROVE case # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT. Commissioner Sanders SECONDED the motion which, PASSED by a unanimous voice vote of 7 to 1 (with the denial by Commissioner Haliday).

DISCUSSION ITEM

Dan Miller spoke about the growth in Leesburg, stating that staff has been working on a map with upcoming and potential development that gives a good indication as to what is going on in the City. The population as of April 1, 2021 was about 27,000. Leesburg has the potential to add 50-60k people in the next ten to fifteen years.

Commissioner Haliday asked what the impact will be with DOT and 27. Mr. Miller answered that any project that is along a state road goes through DOT. Any larger projects (50 acres or above) have to go through the state. For any project, there is constant coordination with Lake County Public Works and Lake County School Board. Mr. Miller said that the Planning Commission has very influential voice with all that is happening, and staff wants to make sure that they are aware as to what the City Commission is talking about.

Mr. Miller stated that there are two items that have come up at City Commission.

1. Dark sky lighting – this is a principle of making sure that the lighting on a development stays as much as possible on that development property, and that it's not over lit so there is not abundant light pollution. Staff is starting to include dark sky lighting standards in some PUD Conditions, and what is acceptable and what is not acceptable. It can be affectively done without a lot of cost.
2. Lot size – This Commission has been expressing frustrating with the number of 40- and 50-foot lots. What does the City want to look like? We definitely need some smaller lots to allow for a price point because we need young families and they can't afford a \$350k house. We also have a need for those that want a larger lot. We have to find out what our citizens want, and we do that partially through the Planning Commission and partially through the City Commission.

Chairman Bowersox suggested having 40' lots on pie-shaped lots with the bigger back yards. Commissioner Sennett said that the size of the lot should depend on the design of the development.

Commissioner Haliday brought up working with DOT on the flow and synchronization of the traffic lights. Mr. Miller said that it comes down to the design and coordination with DOT.

Commissioner O'Kelley asked if the City Commission is pretty much in line with what Planning Commission recommends to them. Mr. Miller answered that generally they are, but occasionally there may be one that is different.

ANNOUNCEMENTS

The meeting adjourned at 5:33 p.m.


Ted Bowersox, Chairperson


Dianne Pacewicz, Planner

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: February 24, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

GENERAL LOCATION: The property is generally located west of CR-468 and north of Schoolview Street.

FUTURE LAND USE DESIGNATION:
Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban High Density
South – Institutional
East – Lake County Urban High Density
West – High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION:
City of Leesburg Medium Density Residential

EXISTING ZONING DESIGNATION:
Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County MP (Planned Industrial District); Lake County RP (Residential Professional)
South – P (Public)
East – Lake County RP (Residential Professional)
West – R-2 (Medium Density Residential)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Mobile Home Park

SURROUNDING LAND USE:
North – Service Shop
South – Leesburg Community Center; School
East – Residential (Vacant)
West – Residential (Vacant)

PROPOSED LAND USE: Single Family Residential development

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: February 3, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/18/22

FIRE

No comments received as of 2/18/22

ELECTRIC

Electric has no objections. Easements will be required on the property to install new electric facilities. Steve Davis 2/3/22

GAS

No comments received as of 2/18/22

GIS

GIS has no comments. Tammy Magamoll 2/16/22

BUILDING

No comments received as of 2/18/22

PUBLIC WORKS

No comments received as of 2/18/22

ADDRESSING

No comments received as of 2/18/22

HOUSING & REDEVELOPMENT

No comments received as of 2/18/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/18/22

EXTERNAL EMAIL - USE CAUTION

Kandi:

The project consists of 6 dwelling units – please be advised that project of more than 4 units are subject to school concurrency review.

Please refer the applicant to me for more information on the process, as it may not require a full concurrency review.

Thanks,

Helen LaValley

Lake County Schools

352-253-6694



PUBLIC RESPONSES

Approval

none

Disapproval

none

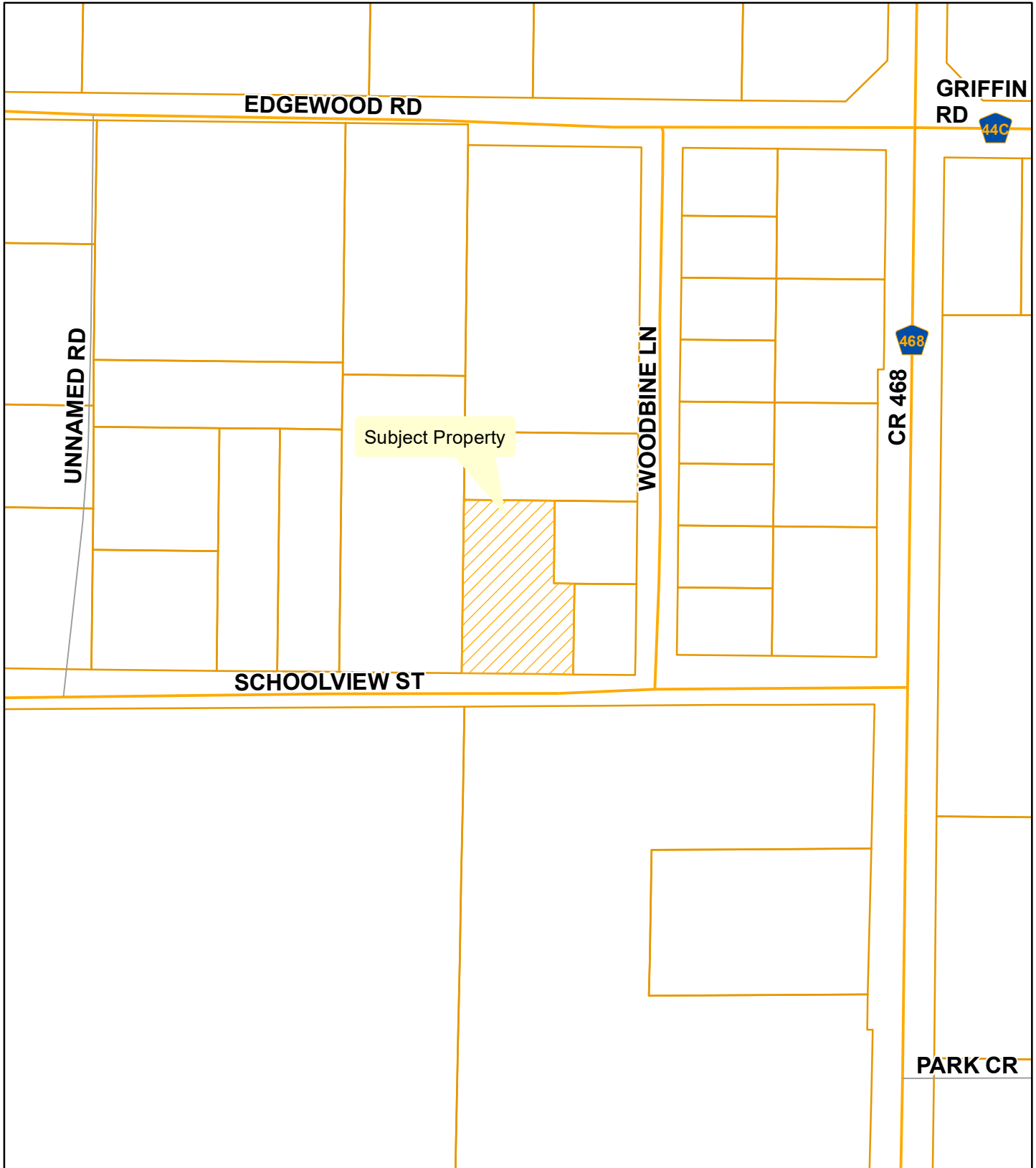
No comment

Notice of Appearance filed:

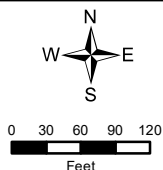
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Locator

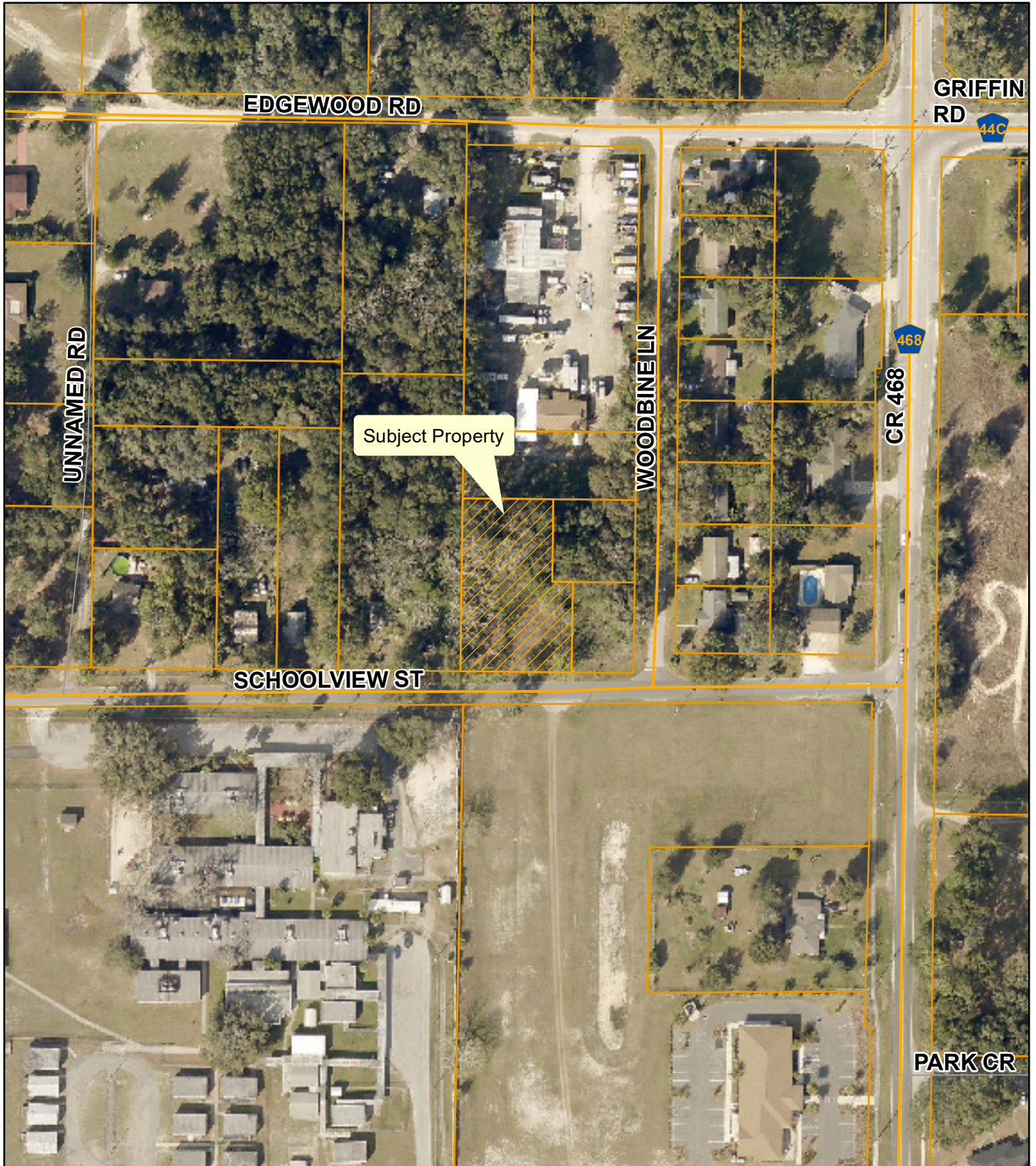


**Planning
& Zoning
Division**

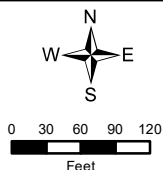


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
February 9, 2022

Aerial

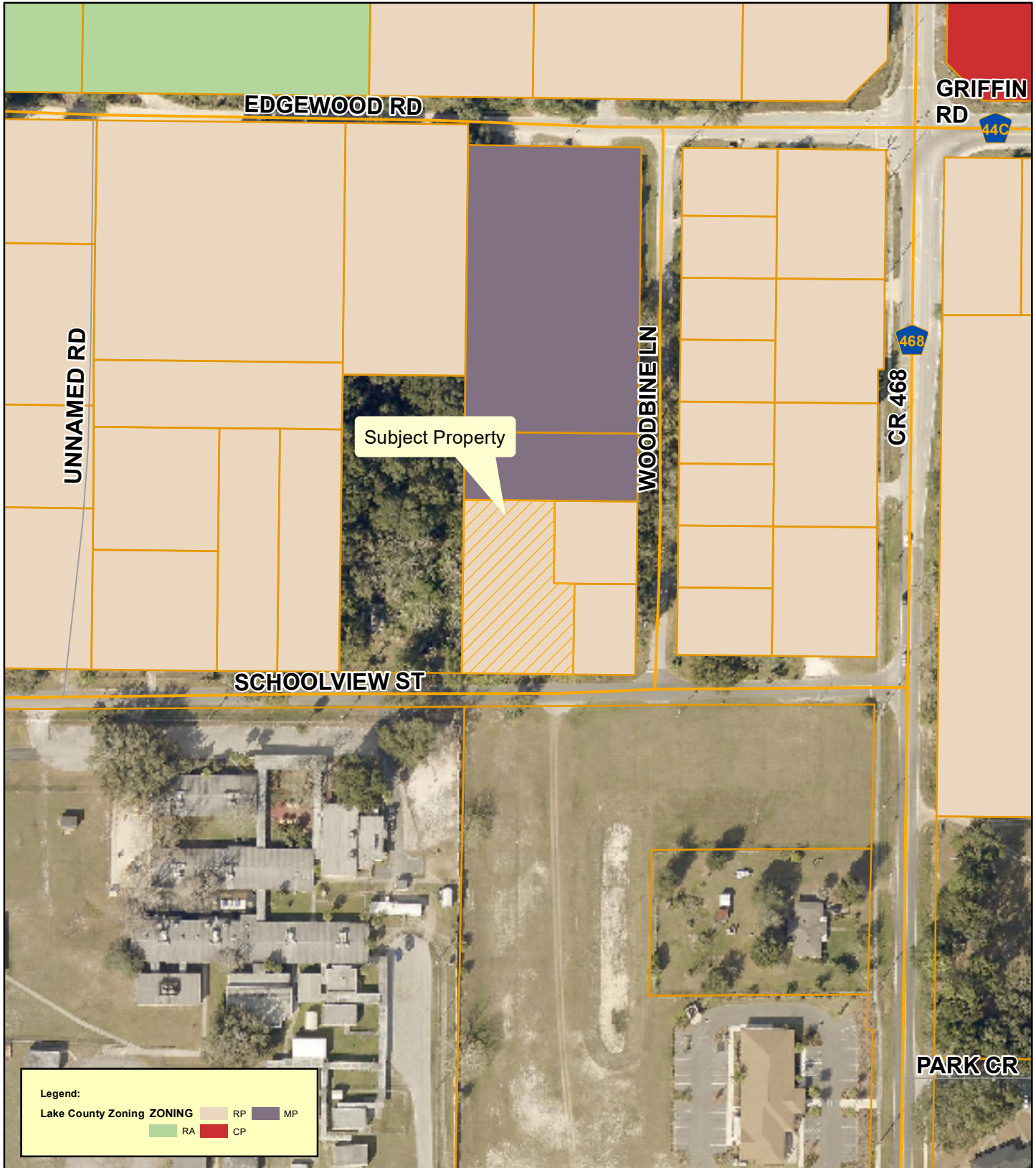


**Planning
& Zoning
Division**

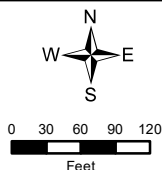


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Lake County Zoning

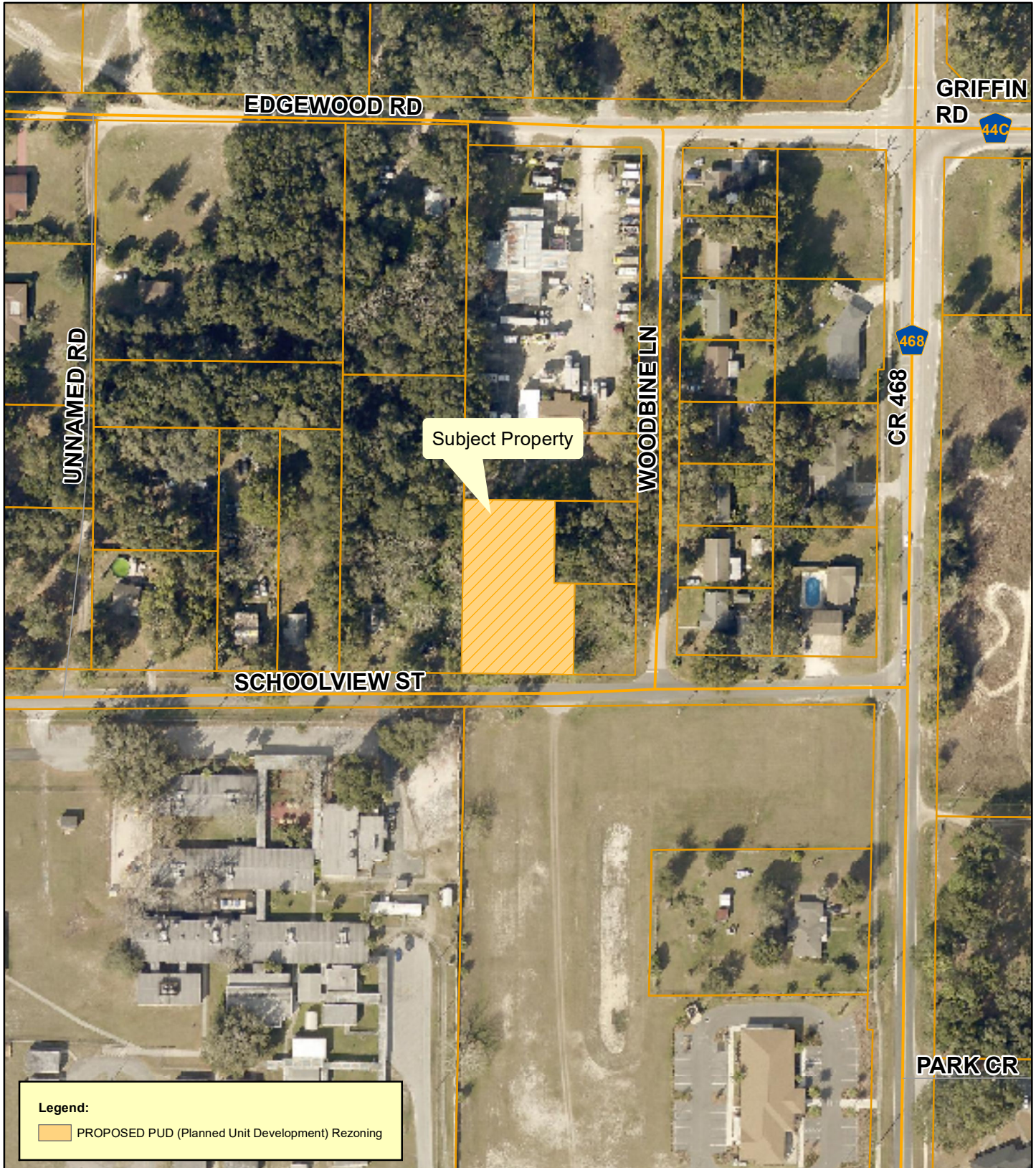


**Planning
& Zoning
Division**

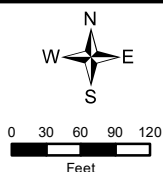


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

PROPOSED Planned Unit Development Rezoning



**Planning
& Zoning
Division**



Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022



Sign posting on Schoolview Street, looking north into the property.



Looking north into the property from Schoolview Street.



Picture taken on Schoolview Street looking east from the property.



Picture taken from the property looking south across Schoolview Street.



Looking west along Schoolview Street. Rimes Early Learning Center School is in the upper left hand corner of the picture.



Picture taken from the property looking west along Schoolview Street.

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

March 31, 2022

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Baraso, Ronald	Working with Marina	Marina Rent	283.92
A.A. Moukhtara Inc	Working with Planning & Zoning	P&Z Traffic Study MPO	10,679.00
Isaac, Jaremy	Working with Marina	Marina Rent	265.94
Traffic & Mobility Consultants	Working with Planning & Zoning	P&Z Traffic Study MPO	653.50
VPG Leesburg 1 LLC	Working with Planning & Zoning	P&Z Traffic Study MPO	5,147.50
			<u>17,029.86</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,048.00
			<u>2,048.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	3,550.59
Stiglianese, Margaret		Damage to City Property	381.26
			<u>3,931.85</u>

042 Fund

Team Fishel	Working with Gas Dept	Damage to gas line	1,128.09
			<u>1,128.09</u>

048 Fund

Greenslade, John	Working with Airport	Airport Rent	615.65
			<u>615.65</u>

064 Fund

Everts, Ray	Working with HR, deceased	Health Ins and Life Ins	1,226.25
			<u>1,226.25</u>

001 FUND TOTAL	\$	17,029.86		
013 FUND TOTAL	\$	2,048.00		
41 FUND TOTAL	\$	3,931.85		
42 FUND TOTAL	\$	1,128.09		
48 FUND TOTAL	\$	615.65		
64 FUND TOTAL	\$	1,226.25		
	\$	25,979.70		
			Total	<u>25,979.70</u>

Expected write offs as of Feb 28, 2022

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2020 and 2021.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2020-2021	\$ 307,041		
2019-2020	284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2021 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,918	3	53
November	41,356	6	79
December	36,068	3	77
January	40,881	4	77
February	41,591	2	85
March	24,850	1	51
April	29,628	2	62
May	15,228	1	45
June	23,799	2	64
July	12,964	1	54
August	12,097	3	34
September	8,661	1	41
Accounts to be written off*	\$ 307,042	29	722
Prior Yr to Date	\$ 284,281	36	821
difference - () negative	\$ (22,761)	7	99

Projected
Fiscal year 2020 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 18,445	3	67	511.79	346.85
November	19,468	6	65	247.65	504.69
December	25,734	3	71	546.70	445.82
January	18,428	1	60	107.41	530.92
February	21,646	2	62	333.51	481.46
March	17,878	0	43	28.37	496.43
April				84.85	475.14
May				1,033.28	315.46
June				220.87	364.96
July				86.00	238.48
August				1,915.35	186.80
September				212.09	206.09
Accounts to be written off*	\$ 121,599	15	368		
Prior Yr to Date	\$ 204,663	19	422		
difference - () negative	\$ (83,064)	(4)	(54)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Mar 31, 2022

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 15,585,980	\$ 12,263,486	\$ 5,422,522	\$ 17,686,008	113%	(\$ 2,100,028)
Special Revenue Funds						
013 Housing Assistance	75,846	50,232	0	50,232	66%	25,614
021 Debt Service Fund	874,998	0	1,614,659	1,614,659	185%	(739,661)
031 Capital Projects Fund	3,321,954	518,222	1,815,000	2,333,222	70%	988,732
132 Local Option Sales Tax	1,269,078	1,101,922	0	1,101,922	87%	167,156
121 Police Forfeiture Fund	20,784	187	0	187	1%	20,597
122 Police Education Fund	3,000	1,980	0	1,980	66%	1,020
133 Gas Tax	377,526	305,763	0	305,763	81%	71,763
141 Police Impact Fees	5,250	82,115	0	82,115	1564%	(76,865)
142 Fire Impact Fees	120	78,046	0	78,046	65038%	(77,926)
143 Recreation Impact Fees	90,498	139,059	0	139,059	154%	(48,561)
151 Building Fund	861,676	478,379	32,680	511,059	59%	350,617
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	339,154	557,916	0	557,916	165%	(218,762)
017 Carver Heights CRA Fund	348,896	506,934	0	506,934	145%	(158,038)
018 Highway 27/441 CRA Fund	702,978	1,357,902	0	1,357,902	193%	(654,924)
Total General Governmental Funds	23,877,738	17,442,142	8,884,861	26,327,002	110%	(2,449,264)
Enterprise Funds						
014 Stormwater Utility Fund	1,151,026	838,955	0	838,955	73%	312,071
041 Electric Utility Fund	34,533,242	33,067,669	146,665	33,214,334	96%	1,318,908
042 Gas Utility Fund	5,301,131	5,241,694	244,030	5,485,724	103%	(184,593)
043 Water Utility Fund	6,888,128	4,830,269	106,925	4,937,194	72%	1,950,934
044 Wastewater Utility Fund	14,419,054	7,786,777	5,500,000	13,286,777	92%	1,132,277
046 Sanitation Services Fund	2,575,609	2,372,369	0	2,372,369	92%	203,240
048 Airport Fund	3,467,496	817,038	20,000	837,038	24%	2,630,458
Internal Service Funds						
064 Health Insurance Fund	3,806,036	4,079,039	0	4,079,039	107%	(273,003)
065 Workers' Compensation Insurance Fund	336,018	442,786	0	442,786	132%	(106,768)
066 Risk Management Fund	438,438	918,442	0	918,442	209%	(480,004)
510 Fleet Maintenance Fund	2,156,740	1,377,966	13,529	1,391,495	65%	765,245
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	981,684	164,848	0	164,848	17%	816,836
062 Municipal Firemen's Retirement Trust Fund	838,482	229,356	0	229,356	27%	609,126
063 General Employees' Retirement Fund	1,622,700	803,682	0	803,682	50%	819,018
Total All Funds	\$ 102,393,522	\$ 80,413,032	\$ 14,916,010	\$ 95,329,043	93%	\$ 7,064,479

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Mar 31, 2022

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 15,585,980	\$ 15,216,629	98%	\$ 369,351	\$ 2,469,379
<u>Special Revenue Funds</u>					
Housing Assistance	75,846	62,762	83%	13,084	(12,530)
Debt Service Fund	874,998	1,341,672	153%	(466,674)	272,987
Capital Projects Fund	3,321,954	2,943,969	89%	377,985	(610,747)
Local Option Sales Tax	1,269,078	990,922	78%	278,156	111,000
Police Forfeiture Fund	20,784	0	0%	20,784	187
Police Education Fund	3,000	6,523	217%	(3,523)	(4,544)
Gas Tax	377,526	524,696	139%	(147,170)	(218,934)
Police Impact Fees	5,250	6,940	132%	(1,690)	75,175
Fire Impact Fees	120	6,060	5050%	(5,940)	71,986
Recreation Impact Fees	90,498	181,500	201%	(91,002)	(42,441)
Building Fund	861,676	664,171	77%	197,505	(153,112)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	339,154	614,522	181%	(275,368)	(56,606)
Carver Heights CRA Fund	348,896	437,566	125%	(88,670)	69,368
Highway 27/441 CRA Fund	702,978	176,656	25%	526,322	1,181,246
<u>Total General Governmental Funds</u>	23,877,738	23,174,588	97%	703,150	3,152,414
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,151,026	582,204	51%	568,822	256,751
Electric Utility Fund	34,533,242	33,695,236	98%	838,006	(480,902)
Gas Utility Fund	5,301,131	4,205,721	79%	1,095,410	1,280,003
Water Utility Fund	6,888,128	4,206,273	61%	2,681,855	730,921
Wastewater Utility Fund	14,419,054	5,628,414	39%	8,790,641	7,658,364
Sanitation Services Fund	2,575,609	2,666,535	104%	(90,926)	(294,166)
Airport Fund	3,467,496	1,331,895	38%	2,135,601	(494,857)
<u>Internal Service Funds</u>					
Health Insurance Fund	3,806,036	4,520,089	119%	(714,053)	(441,049)
Workers' Compensation Insurance Fund	336,018	333,062	99%	2,956	109,724
Risk Management Fund	438,438	921,864	210%	(483,426)	(3,422)
Fleet Maintenance Fund	2,156,740	1,489,858	69%	666,882	(98,363)
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	981,684	560,377	57%	421,307	(395,529)
Municipal Firemen's Retirement Trust Fund	838,482	676,818	81%	161,664	(447,462)
General Employees' Retirement Fund	1,622,700	1,536,703	95%	85,997	(733,021)
Total All Funds	\$ 102,393,522	\$ 85,529,636	84%	\$ 16,863,886	\$ 9,799,406

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct 1, 2020 and Ending on Mar 31, 2021

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 14,423,326	\$ 12,163,846	\$ 5,243,644	\$ 17,407,490	121%	(\$2,984,164)
Special Revenue Funds						
013 Housing Assistance	68,274	31,045	0	31,045	45%	37,229
021 Debt Service Fund	808,080	0	1,613,347	1,613,347	200%	(805,267)
031 Capital Projects Fund	4,856,596	43,043	817,985	861,027	18%	3,995,569
132 Local Option Sales Tax	913,490	1,016,798	0	1,016,798	111%	(103,308)
121 Police Forfeiture Fund	3,498	436	0	436	12%	3,062
122 Police Education Fund	3,000	1,655	0	1,655	55%	1,345
133 Gas Tax	571,995	301,037	0	301,037	53%	270,958
141 Police Impact Fees	56,096	111,962	0	111,962	200%	(55,866)
142 Fire Impact Fees	-	12,001	0	12,001	0%	(12,001)
143 Recreation Impact Fees	-	83,242	0	83,242	0%	(83,242)
151 Building Fund	637,134	432,588	21,020	453,608	71%	183,526
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	352,764	545,390	0	545,390	155%	(192,626)
017 Carver Heights CRA Fund	232,484	413,304	0	413,304	178%	(180,820)
018 Highway 27/441 CRA Fund	630,338	1,188,606	0	1,188,606	189%	(558,268)
Total General Governmental Funds	23,557,075	16,344,953	7,695,996	24,040,949	102%	(483,874)
Enterprise Funds						
014 Stormwater Utility Fund	936,782	811,056	0	811,056	87%	125,726
041 Electric Utility Fund	38,987,587	27,048,822	446,435	27,495,257	71%	11,492,330
042 Gas Utility Fund	4,197,938	3,733,773	69,682	3,803,455	91%	394,483
043 Water Utility Fund	5,925,398	4,436,611	87,605	4,524,216	76%	1,401,182
044 Wastewater Utility Fund	19,238,840	6,923,905	0	6,923,905	36%	12,314,935
046 Sanitation Services Fund	2,373,526	2,245,993	0	2,245,993	95%	127,533
048 Airport Fund	4,237,342	2,681,001	0	2,681,001	63%	1,556,341
Internal Service Funds						
064 Health Insurance Fund	3,634,266	3,343,115	0	3,343,115	92%	291,151
065 Workers' Compensation Insurance Fund	329,502	348,770	0	348,770	106%	(19,268)
066 Risk Management Fund	448,398	835,990	0	835,990	186%	(387,592)
510 Fleet Maintenance Fund	2,262,645	1,429,925	692,531	2,122,456	94%	140,189
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	954,384	3,938,758	0	3,938,758	413%	(2,984,374)
062 Municipal Firemen's Retirement Trust Fund	817,524	3,598,203	0	3,598,203	440%	(2,780,679)
063 General Employees' Retirement Fund	1,667,694	6,133,521	0	6,133,521	368%	(4,465,827)
Total All Funds	\$ 109,568,901	\$ 83,854,396	\$ 8,992,249	\$ 92,846,644	85%	\$ 16,722,257

NOTE - Amounts may not sum due to rounding.

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct 1, 2020 and Ending on Mar 31, 2021

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 14,423,326	\$ 14,253,713	99%	\$ 169,613	\$ 3,153,777
<u>Special Revenue Funds</u>					
Housing Assistance	68,274	57,765	85%	10,509	(26,720)
Debt Service Fund	808,080	1,318,448	163%	(510,368)	294,900
Capital Projects Fund	4,856,596	3,930,766	81%	925,830	(3,069,739)
Local Option Sales Tax	913,490	980,703	107%	(67,213)	36,095
Police Forfeiture Fund	3,498	0	0%	3,498	436
Police Education Fund	3,000	6,027	201%	(3,027)	(4,371)
Gas Tax	571,995	593,526	104%	(21,531)	(292,489)
Police Impact Fees	56,096	43,631	78%	12,465	68,330
Fire Impact Fees	0	160	0%	(160)	11,841
Recreation Impact Fees	0	4,100	0%	(4,100)	79,142
Building Fund	637,134	708,197	111%	(71,063)	(254,589)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	352,764	575,507	163%	(222,743)	(30,117)
Carver Heights CRA Fund	232,484	57,450	25%	175,034	355,854
Highway 27/441 CRA Fund	630,338	163,053	26%	467,285	1,025,553
<u>Total General Governmental Funds</u>	23,557,075	22,693,047	96%	864,028	1,347,902
<u>Enterprise Funds</u>					
Stormwater Utility Fund	936,782	521,932	56%	414,850	289,124
Electric Utility Fund	38,987,587	27,592,746	71%	11,394,841	(97,489)
Gas Utility Fund	4,197,938	3,155,306	75%	1,042,632	648,150
Water Utility Fund	5,925,398	3,879,433	65%	2,045,965	644,782
Wastewater Utility Fund	19,238,840	4,896,271	25%	14,342,569	2,027,634
Sanitation Services Fund	2,373,526	2,423,046	102%	(49,520)	(177,053)
Airport Fund	4,237,342	1,238,802	29%	2,998,540	1,442,199
<u>Internal Service Funds</u>					
Health Insurance Fund	3,634,266	4,429,895	122%	(795,629)	(1,086,781)
Workers' Compensation Insurance Fund	329,502	447,369	136%	(117,867)	(98,600)
Risk Management Fund	448,398	835,129	186%	(386,731)	861
Fleet Maintenance Fund	2,262,645	1,965,916	87%	296,729	156,540
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	954,384	579,388	61%	374,996	3,359,370
Municipal Firemen's Retirement Trust Fund	817,524	740,247	91%	77,277	2,857,956
General Employees' Retirement Fund	1,667,694	1,481,367	89%	186,327	4,652,154
Total All Funds	\$ 109,568,901	\$ 76,879,894	70%	\$ 32,689,007	\$ 15,966,750

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
3/31/2022**

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		\$81,852,295.01	\$15,287,906.12	\$5,729,463.90	\$ 643,107.98	\$ 282,046.78	\$ 14,184,985.10	\$ 3,849,951.65	\$ 7,204,908.99	\$ 16,162,870.70		\$ 1,959,065.68	\$3,342,175.87	\$4,023,150.29	\$ 2,134,779.40	\$ 7,047,882.55
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,751,874.44					4,918,632.69	1,218,490.29	609,956.46	1,950.00		2,845.00				
	RENEWL & REPLCMNT	22,831,661.83	3,425,558.94	14,832.36			3,313,326.27	998,461.92	2,379,779.85	11,426,993.71		850,000.00				422,708.78
	BOND/NOTE SINKING FUND	6,283,235.88		492,186.34			4,196,057.93	65,596.77	569,073.82	960,321.02						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP	360,773.13		360,773.13												
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
	IMPACT FEES	7,222,852.28				3,808,758.76			1,731,145.73	5,491,706.55						
	OTHER RESTRICTED CASH	4,350,981.65														
	DEVELOPER CONTRIBUTIONS	615,296.92		72,409.57												
	RATE STABILIZATION	(2,354,235.00)					610,167.52	5,129.40								
SUBTOTAL OF RESTRICTED CASH		46,662,441.13	3,425,558.94	1,540,201.40		3,808,758.76	10,683,949.41	2,287,678.38	5,289,955.86	17,880,971.28		852,845.00				422,708.78
TOTAL POOLED CASH		\$128,514,736.14	\$ 18,713,465.06	\$ 7,269,665.30	\$ 643,107.98	\$ 4,090,805.54	\$ 24,868,934.51	\$ 6,137,630.03	\$ 12,494,864.85	\$ 34,043,841.98	\$ -	\$ 2,811,910.68	\$ 3,342,175.87	\$ 4,023,150.29	\$ 2,134,779.40	\$ 7,470,591.33
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	1,561,294.33			813,791.08			125,374.54	260,788.94	361,339.77						
	DEPOSITORY TRUST ACCOUNT															
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		1,561,294.33			813,791.08			125,374.54	260,788.94	361,339.77						
TOTAL POOLED CASH AND INVEST		\$130,076,030.47	\$18,713,465.06	\$ 7,269,665.30	\$1,456,899.06	\$4,090,805.54	\$24,868,934.51	\$6,263,004.57	\$12,755,653.79	\$34,405,181.75		\$2,811,910.68	\$3,342,175.87	\$4,023,150.29	\$2,134,779.40	\$7,470,591.33

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 5,729,463.90	\$ 236,907.47	\$ 52,085.58	\$ 330,449.98	\$ 2,507,394.82	\$ 81,089.58	\$ (2,300.07)	\$ 1,259,799.43	\$ 260,247.65	\$ 676,781.77	\$ 119,313.70	\$ 207,693.99
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,409.57	72,409.57										
	BOND/NOTE SINKING FUND	492,186.34		50,809.82		441,376.52							
	SIGN GRANT	360,773.13		91,577.78	100,000.00	169,195.35							
	R&R / OTHER RESTRICTED	14,832.36	14,832.36										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,540,201.40	\$ 87,241.93	\$ 142,387.60	\$ 100,000.00	\$ 1,210,571.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 7,269,665.30	\$ 324,149.40	\$ 194,473.18	\$ 430,449.98	\$ 3,717,966.69	\$ 81,089.58	\$ (2,300.07)	\$ 1,259,799.43	\$ 260,247.65	\$ 676,781.77	\$ 119,313.70	\$ 207,693.99
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 7,269,665.30	\$ 324,149.40	\$ 194,473.18	\$ 430,449.98	\$ 3,717,966.69	\$ 81,089.58	\$ (2,300.07)	\$ 1,259,799.43	\$ 260,247.65	\$ 676,781.77	\$ 119,313.70	\$ 207,693.99

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 7,047,882.55	\$ 1,866,146.20	\$ 1,161,595.98	\$ 154,567.51	\$ 3,865,572.86
RESTRICTED CASH		422,708.78				422,708.78
SUBTOTAL OF RESTRICTED CASH		\$ 422,708.78	\$ -	\$ -	\$ -	\$ 422,708.78
TOTAL POOLED CASH		\$ 7,470,591.33	\$ 1,866,146.20	\$ 1,161,595.98	\$ 154,567.51	\$ 4,288,281.64
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,470,591.33	\$ 1,866,146.20	\$ 1,161,595.98	\$ 154,567.51	\$ 4,288,281.64

**CITY OF LEESBURG
INVESTMENT REPORT
3/31/2022**

DESCRIPTION	BALANCE 3/31/2022
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$49,128,963
TD Bank - Savings	4,009,477
CenterState Bank - Savings	5,770,000
Centerstate Bank - CD	0
Synovus - CD	0
	\$58,908,439
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,776,370
FLCLASS	9,843,364
FLPRIME	5,991,563
	23,611,297
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,561,294
CHANDLER ASSET MANAGEMENT (SECURITIES)	44,995,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000
	45,995,000
TOTAL INVESTMENTS	130,076,030
MARKET ADJUSTMENT	(560,748)
TOTAL VALUE OF INVESTMENTS	<u><u>\$129,515,283</u></u>

