AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET, LEESBURG, FL
MONDAY, OCTOBER 10, 2022 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. White Cane Safety Day 2022

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 September 26, 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 Second Amendment to an existing Agreement for park, neighborhood, wayfinding, and other signage with Sign Design of Florida, Inc. d/b/a Mid-Florida Signs & Graphics; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for the Delivery and Use of Reclaimed Water between Southeast Wildwood Water Conservation Authority, LLC and the City of Leesburg; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an amendment to the Development Agreement for the Provision of Public Facilities between The Villages Land Company, LLC and the City of Leesburg; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from DRJ Land Company, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from Truist Bank joining and consenting to the Utility Easement; and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing paygrade changes to the Police Emergency Services Dispatch division; and providing an effective date.

5. Resolution of the City Commission of the City of Leesburg, Florida authorizing a position modification within the Geographic Information Systems (GIS) division; 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 7.93 +/- acres, and being generally located east of County Road 468 and north of Griffin Road, 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 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 2; and providing an effective date. (Lake Co Holdings)

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 7.93 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located east of County Road 468 and north of Griffin Road, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)**

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.93 +/- acres from Lake County R-7 (Mixed Residential District) and Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for mixed use development for a property generally located east of County Road 468 and north of Griffin Road, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)**

4. **An Ordinance of the City of Leesburg, Florida; Amending Part II, Chapter 5 of the Municipal Code, Amending Section 5-2 as to the zoning areas where alcoholic sales are permitted and Section 5-6 as to the areas exempt from open container prohibitions, Amending Section 5-16 as to the zoning for Medical Marijuana Dispensaries, Amending Part II Chapter 12 of the Municipal Code, Amending Section 12-19 adding an Exemption, Amending Part II, Chapter 14 of the Municipal Code, Amending Section 14-71 adding an Exemption, Amending Part II Chapter 15 of the Municipal Code, Amending Section 15-5, adding an Exemption and Amending Section 15-8 adding an Exemption, Amending Part II, Chapter 18 of the Municipal Code, Amending Section 18-3, adding an Exemption and Amending Section 18-7 Exempting the Operation of Golf Carts and Utility Vehicles from certain provision, Amending Part II, Chapter 25 of the Municipal Code, Amending Section 25-121, adding an Exemption, Amending Section 25-288, adding an Exemption, Amending Section 25-292, adding an Exemption, and Amending Section 25-362, adding an Exemption, Amending Part II, Chapter 26 of the Municipal Code, Amending Section 26-3 as to the Exceptions to Special Event Permit requirements, repealing conflicting ordinances; and providing an effective date. (VOWL code amendment)**

5. **An Ordinance of the City of Leesburg, Florida, Vacating approximately 6,100.80 square feet of Walker Road unconstructed easement consisting of an area 203.36 feet long by 30.00 feet wide MOL lying north of Tuller**

Road, and Vacating approximately 4,723.05 square feet of Seng Road unconstructed easement consisting of 314.87 feet long by 15.00 feet wide MOL lying north of Tuller Road and Vacating approximately 6,480.60 square feet of Tuller Road unconstructed easement consisting of an area approximately 216.02 feet long by 30.00 feet wide MOL lying east of Seng Road, said property being generally located in an unconstructed portion of Silver Lake Estates Plat as recorded in Plat Book 10, Page 66; Section 9, Township 19 South, Range 25 East; Public Records of Lake County, Florida; and providing an effective date. (The Hills of Leesburg Residential Subdivision)

6. An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error in Ordinance 22-17, by amending the language in Section D.1.f. from "7.5 feet" to "5 feet" for the side setback requirement, and amending the language in Section D.2.b. to read '"10 feet" instead of "15 feet" for building separation requirements, for a property consisting of approximately 41.69 acres, and being generally located west of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County Florida; and providing an effective date. (Hills of Leesburg)

7. An Ordinance of the City of Leesburg, Florida, amending the conditions of a PUD (Planned Unit Development) to revise the buffer requirements and allow for bungalows and cottage sites on a property generally located north of U.S. Highway 441 and east of Pemble Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Blue Gill Marina)

8. An Ordinance of the City of Leesburg, Florida ratifying revisions to the form of Ballot Question Number 1 from the version appearing in Ordinance Number 22-43; providing for inclusion in the Code of Ordinances; providing for severability; providing for conflict; and for providing an effective date.

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 August 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, SEPTEMBER 26, 2022 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, September 26, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner John Christian (5:31 p.m.)
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. 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.

Joannie Smalley, Leesburg Partnership, wanted to inform everyone that the end of summer splash that was scheduled for this Saturday was cancelled. They plan to do it again next year in 2023.

Dr. Erika Jasper commented that they are postponing the neighborhood cleanup that was scheduled for this Saturday, October 1st. They will notify everyone when they have a new date.

5. CONSENT AGENDA:

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

Commissioner Burry moved to adopt the Consent Agenda as presented 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 September 12, 2022

2. Special Meeting (Tentative Millage & Budget) held September 15, 2022

B. PURCHASING ITEMS:

1. Fiscal Year 2023 Vehicle Purchase Approval

2. Purchase request by Public Works to Mid-Florida Signs & Graphics for the installation of a monument sign and a monument sign with a digital message board for the H.O. Dabney Aquatic Center for a total purchase cost of $70,167.63.

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment with SWI Software Install, Inc. amending certain terms of an existing agreement for

meter reading services; and providing an effective date.

ADOPTED RESOLUTION 11,172

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment with NFP Retirement, Inc. (fka Fiduciary First, LLC) for investment advisor services to the City's employee 401(a) Defined Contribution and 457(b) Deferred Compensation plans; and providing an effective date.

ADOPTED RESOLUTION 11,173

5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to use the Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) to Osmose Utilities Services, Inc. to provide services related to system assessment and associated documentation and reporting; and providing an effective date.

ADOPTED RESOLUTION 11,174

6. Resolutions authorizing an Amendment to an existing Agreement for Tree Removal, Trimming & Related Services with Tip Top Tree Experts LLC., and with Native Land and Tree, Inc.

a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to an existing Agreement for Tree Removal, Trimming & Related Services with Tip Top Tree Experts, LLC; and providing an effective date.

ADOPTED RESOLUTION 11,175

b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an amendment to an existing Agreement for Tree Removal, Trimming & Related Services with Native Land and Tree, Inc.; and providing an effective date.

ADOPTED RESOLUTION 11,176

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. 55, a subdivision of the City of Leesburg, Florida, being a portion of Sections 6 and 7, 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. 55)

ADOPTED RESOLUTION 11,177

2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 61, a subdivision of the City of Leesburg, Florida, being a portion of Section 7, 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. 61)

ADOPTED RESOLUTION 11,178

3. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 63, a subdivision of the City of Leesburg, Florida, being a portion of Sections 7 and 8, 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. 63)

ADOPTED RESOLUTION 11,179

4. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 64, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, 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. 64)

ADOPTED RESOLUTION 11,180

5. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 68, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, 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. 68)

ADOPTED RESOLUTION 11,181

6. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Renewal Agreement, between the City of Leesburg and Michael R. Dominick, Personal Representative of the Estate of Raymond D. Dominick, M.D.; and providing an effective date.

ADOPTED RESOLUTION 11,182

7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing Park Square Enterprises, LLC to include certain City Property within a Sand Skink Permit Application; authorizing the City Manager and City Clerk to execute the Owner's Authorization Form; and providing an effective date.

ADOPTED RESOLUTION 11,183

8. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving an Interlocal Agreement for the Right-of-Way Transfer from Lake County, Florida for the public right-of-way known as Blackstarr Road and more particularly described in the document; and providing an effective date.

ADOPTED RESOLUTION 11,184

9. Resolution of the City Commission of the City of Leesburg, Florida suspending carrying charges for delinquent payment of utility charges; providing for conflict; and providing an effective date.

ADOPTED RESOLUTION 11,185

10. Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Hanover 623 Holdings LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development referred to as Eagletail Landing (McElyea) Phase 3; and providing an effective date.

ADOPTED RESOLUTION 11,186

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

AVAILABLE

A. Public Hearing on the proposed millage and proposed budget for Fiscal Year 2022-23

1. Announce the name of the taxing authority, the rolled back rate, and the millage rate to be levied

BD McDaniel stated the name of the Taxing Authority, the City of Leeburg, Florida, the current year rolled back rate is 3.6583. The proposed millage rate of 4.0192 is 9.87% higher than the current year's rolled back rate. The millage rate to be levied: 4.0192 mills per $1,000.

2. Discuss the proposed aggregate millage rate

BD McDaniel said on July 11th, the Commission approved the tentative millage rate of 4.0192 mills per $1,000. This is an increase from the prior fiscal year. Whereas, the proposed budget was developed using 4.0192 mills per $1,000. Therefore, the tentative millage rate of 4.0192 mills per $1,000 represents a 9.87% increase from the current year's rolled back rate, which is attributable to additional expenses and is a tax increase under TRIM guidelines.

3. Request comments from the public regarding the millage rate

There were no comments.

4. Resolution of the City Commission of the City of Leesburg, Florida finally adopting 4.0192 mills as the Fiscal Year 2022-23 Millage Rate for the City of Leesburg, Florida, representing the current year proposed aggregate Millage Rate of 4.0192 mills which is 9.87% more than the current year rolled back rate of 3.6583 mills; and providing an effective date.

ADOPTED RESOLUTION 11,187

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

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

Mayor Pederson requested comments from the Commission and the audience. There were none.

The roll call vote was:

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

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

5. Request comments from the public regarding the Fiscal Year 2022-23 budget

Mayor Pederson requested comments from the public regarding the adoption of the final 2022-23 Budget. There were none.

6. Resolution finally adopting the Fiscal Year 2022-23 budget

ADOPTED RESOLUTION 11,188

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

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

Mayor Pederson requested comments from the Commission and the audience.

CM Minner stated he had a PowerPoint presentation which everyone had already seen at the workshops and first reading. However, he wanted to add a few comments, but if the Commission wanted him to go point by point through the budget, he would. During the first reading of the budget he failed to mention it, but it was discussed at the workshops. The proposed budget calls for the stopping of the recycling in the solid waste fund. He wanted to remind everyone of that. Assuming the budget is approved in its current form, in the first quarter of the fiscal year 2023, which is the last quarter of 2022, there would be a campaign with Lakefront TV to get the residents informed. It would be about ninety (90) days. They would get information out regarding what is happening with recycling and how the city is moving forward. They do not anticipate starting the new process until January 1st. **Commissioner Robuck** wanted to clarify to the residents who may be hearing about this for the first time that the city is not stopping the recycling program. We are stopping with the use of a separate truck picking up the recycling, because everything including the garbage is taken to the incinerator for recycling. **CM Minner** replied that was correct. The recycling program, in terms of using a two-streamed collection, will stop. Those recyclable materials will be able to be thrown away effective January 1st. We will have further discussions on this and we will have a full quarter to prepare for it. The residents will keep their recycling cans and they will be able to throw anything in there. They could throw away whatever they have in their existing trash or recycling can. The only difference is that just one collection truck will come by and pick up both cans. That truck will then take everything to the incinerator. That is how the new program will work in the foreseeable future. The city uses the incinerator as our source because the incinerator burns trash/recycling at such a high BTU rate, which turns it into energy. It is then credited to the city in the program. Whether we physically recycle the materials or go through the incinerator, the city still receives credit as being a green waste source. **Commissioner Connell** asked if the city would be leaving the

residents with the recycling cans or if we would be picking them up. **CM Minner** answered that the city would leave the cans for the residents. **Commissioner Connell** inquired if they would be able to put household garbage in the recycling cans. **CM Minner** replied they could put household garbage or recycling in either can. **Commissioner Connell** wanted to confirm that the regular solid waste would pick them both up. **CM Minner** agreed and said that they would discuss this more in the next quarter as part of the updates. **Commissioner Connell** questioned if we did away with this program how many employees would that affect? **CM Minner** replied none. In fact, it will help the city out in the future. As we get new growth, instead of having to add more trucks for solid waste and recycling, we can use the same trucks and the same number of employees. We would not lose employees because what they see on the other side of the house with the solid waste stream as it continues to pickup is not affecting our employee count at all. **Commissioner Connell** wanted to confirm that we are not losing any employees by making this move. **CM Minner** answered no. This move actually came from the solid waste department. That is where this was birthed.

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 resolution.

7. Announce the adopted millage rate

BD McDaniel announced the adopted millage rate represents the current year's proposed aggregate millage rate of 4.0192 mills per $1,000.

B. SECOND READING OF ORDINANCES

1. None

C. FIRST READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida; Amending Part II, Chapter 5 of the Municipal Code, Amending Section 5-2 as to the zoning areas where alcoholic sales are permitted and Section 5-6 as to the areas exempt from open container prohibitions, Amending Section 5-16 as to the zoning for Medical Marijuana Dispensaries, Amending Part II Chapter 12 of the Municipal Code, Amending Section 12-19 adding an Exemption, Amending Part II, Chapter 14 of the Municipal Code, Amending Section 14-71 adding an Exemption, Amending Part II Chapter 15 of the Municipal Code, Amending Section 15-5, adding an Exemption and Amending Section 15-8 adding an Exemption, Amending Part II, Chapter 18 of the Municipal Code, Amending Section 18-3, adding an Exemption and Amending Section 18-7 Exempting the Operation of Golf Carts and Utility Vehicles from

certain provision, Amending Part II, Chapter 25 of the Municipal Code, Amending Section 25-121, adding an Exemption, Amending Section 25-288, adding an Exemption, Amending Section 25-292, adding an Exemption, and Amending Section 25-362, adding an Exemption, Amending Part II, Chapter 26 of the Municipal Code, Amending Section 26-3 as to the Exceptions to Special Event Permit requirements, repealing conflicting ordinances; and providing an effective date. (VOWL code amendment)

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He stated this item would lay over.

2. An Ordinance of the City of Leesburg, Florida, Vacating approximately 6,100.80 square feet of Walker Road unconstructed easement consisting of an area 203.36 feet long by 30.00 feet wide MOL lying north of Tuller Road, and Vacating approximately 4,723.05 square feet of Seng Road unconstructed easement consisting of 314.87 feet long by 15.00 feet wide MOL lying north of Tuller Road and Vacating approximately 6,480.60 square feet of Tuller Road unconstructed easement consisting of an area approximately 216.02 feet long by 30.00 feet wide MOL lying east of Seng Road, said property being generally located in an unconstructed portion of Silver Lake Estates Plat as recorded in Plat Book 10, Page 66; Section 9, Township 19 South, Range 25 East; Public Records of Lake County, Florida; and providing an effective date. (The Hills of Leesburg Residential Subdivision)

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He stated this item would lay over.

3. An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error in Ordinance 22-17, by amending the language in Section D.1.f. from "7.5 feet" to "5 feet" for the side setback requirement, and amending the language in Section D.2.b. to read '"10 feet" instead of "15 feet" for building separation requirements, for a property consisting of approximately 41.69 acres, and being generally located west of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County Florida; and providing an effective date. (Hills of Leesburg)

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian questioned for clarity if the minutes reflected that they voted for five feet instead of seven and a half. **PZD Miller** replied no. They had discussions with the developer prior to the planning commission meeting and they took it to the planning commission with a scrivener's error stating seven and a half feet and it should have been five feet. That error went all the way through the process. He is here now asking for that correction. It should have been corrected prior to going to the planning commission. That corrected document should have been in the packets when it was first voted on. It should have said five feet for the separation of the side set backs and ten feet for the building separation. **Commissioner Christian** asked if they normally grant PUDs at five feet or seven and a half. **PZD Miller** answered it ranges depending on the lot sizes. Anything under sixty feet would be five feet and over sixty feet would be seven and a half. **Commissioner Christian** questioned if the back separation being ten to fifteen is normal or is that something the developer is asking for. **PZD Miller** replied that the building separation is when you have a five-foot side setback that building separation would be ten feet automatically. If you have seven and a half, that would be a fifteen-foot side setback. This was a scriveners' error where they failed to make the correction before it went to the planning commission. **Commissioner Chrisitan** asked if he was recommending five feet. **PZD Miller** replied yes. They generally have to put gutters down the side now, so that would take care of that. **Commissioner Burry** asked if this PUD requires gutters. **PZD Miller** replied yes. This was approved back in December 2021. They could also add side gutters and that would resolve that issue. **Commissioner Burry** said he would like that to be done.

Commissioner Robuck made a motion to amend to add the requirements for side gutters and Commissioner Burry 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 approved the amendment to the original motion.

4. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49 +/- acres; and being generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Swan Capital).

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He

stated this item would lay over.

5. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 49 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Swan Capital)

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian asked about the disapproval letter received from Renato Jaber that talks about Cutrale owning and operating the property on the western border and he disapproves of the development because of the incompatibility with the disposal site activities. Are you familiar with that? **PZD Miller** answered that Cutrale sent a letter stating they felt this was not compatible with the use. The staff took that into consideration and added in the buffer language. With that added buffer, staff feels it is compatible with their use. **Commissioner Burry** said there was a comment from the public works department regarding the impact on the existing water sewer pioneering agreement. He was curious about what impact they were referring to. **DPW Kelsey** answered they were informing them that these homes would have to reimburse the pioneering agreement that exists.

6. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Swan Capital PUD)

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry commented that this PUD specifically states there would be either one hundred and sixty two single family units or one hundred and thirty five detached with sixty attached single family units. As long as he has been on the commission, they have never approved multiple options for a PUD. He is not comfortable with starting that process. The builder should bring the plan and he should stand on merit and not variety. **PZD Miller** replied that they have done this occasionally in the past. However, he would do whatever the commission wanted. They have had situations where they can have multiple uses and they tell the developer to decide and bring that back to staff. They have to let them know which one they are going to do before starting the development process with the pre-application meeting. **Mayor Pederson** remarked that he must have misread it because he thought it included both. **PZD Miller** stated it is an either or. The applicant has to do one or the other. **Commissioner Christian** mentioned that

between now and the second reading, the developer needs to tell them what they want to do. The residents ask the commissioners about what is going in around them and if we tell them there will be one hundred and sixty houses and the developer turns around and puts in townhouses, that makes a difference. It will look like the commission does not know what we are doing. **Commissioner Burry** agrees, the applicants need to make a decision on what they want to do. **Mayor Pederson** stated this item would lay over.

7. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 59.6 +/- acres from City of Leesburg Industrial to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and north of Manor Oaks Court, lying in Section 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Cedar Creek LGCP)

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

Mayor Pederson stated this item would lay over. He requested comments from the Commission and the audience.

Commissioner Christian asked if these would be age restricted. **PZD Miller** answered no. **Commissioner Robuck** mentioned that we have done it in other areas when we think there may be an industrial nuisance like we had with the Arlington Ridge residents where we had complaints. There is much more residential out there surrounding this and he is okay with it being residential. However, we need something in writing. Maybe the city attorney could write something to help accomplish that. If the residents could sign something at the closing, where they acknowledge the commercial use nearby, so when they come back to complain, we can say they knew about it being there. **CA Watson** answered that was doable and they can notify the public of what is possibly coming in there so there would be no surprises.

8. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 59.6 +/- acres from City of Leesburg M-1 (Industrial) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of County Road 33 and north of Manor Oaks Court, lying in Section 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Cedar Creek PUD)

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell asked what the density was for this development. **PZD Miller** answered it was two point three seven. **Commissioner Connell** inquired what the lots were and if they varied. **PZD Miller** replied there was a maximum of seventy lots and there were different lot sizes. There are seventy lots at fifty feet for sixty thousand square feet and a minimum of seventy-one lots at sixty for seventy-two hundred square feet. Yielding two point three seven units per acre. They have thirty-five percent open

space, dark sky lighting and trees in every yard. **Commissioner Connell** asked what the setbacks were. **PZD Miller** responded twenty five feet on the front, eighteen on the rear and five feet on the sides with gutters. **Commissioner Connell** asked if they were all single-family detached homes. **PZD Miller** replied yes. **Commissioner Christian** inquired if the developer was retired. He then asked if DR Horton was the builder.

Greg Belliveau, LPG, 1162 Camp Avenue, Mount Dora stated at that time there was no designated builder. When they looked at this they had to redesign the project because they had to save a lot of trees greater than thirty-six inches and forty-eight inches. The tree canopy was saved, but they had to realign the roads. In doing that, they had to take out some of the lots. One of the design criteria was the preservation of the larger trees, which included the open space and parks. That is against the industrial area. There are no lots anywhere near the industrial neighbors. That was another consideration they made in recognition of the industrial properties to the north. They included a large buffer there. The planning and zoning department acknowledged the properties to the northeast as industrial and we acknowledged the condition in the PUD for that recognition and there would be a deed notification to acknowledge them. They also remembered years ago experiencing issues with Arlington Ridge and a neighboring concrete or asphalt plant. There were expressed concerns about that. They recalled that experience and they did not want them to come back to the commission with this project, so they went ahead and added extra buffering. On the south side, those neighbors expressed concerns about them not being a fifty-five plus community. They wanted to make sure they had a buffer with a fence on the south end to keep the children encased in the community. That way they would not bother the fifty-five plus folks. They agreed to that condition. **Commissioner Connell** asked if the entrance and exits were all off CR 33. **Mr. Belliveau** replied yes, they are all off CR 33. **Commissioner Connell** wanted to know if they would require any turning deceleration lanes. **Mr. Belliveau** answered most likely, but they will know more once they get with the public works department. All their traffic studies were completed and they showed no problems.

Commissioner Burry thanked Mr. Belliveau for all he has done for the City of Leesburg and helping Lake County become a better place. He told him to enjoy his retirement. **Mr. Belliveau** thanked him and said he had a few more cases to close out. Once he sent out his retirement notification, he had clients calling and emailing in less than ten minutes. **Mayor Pederson** congratulated him. He stated this item would lay over.

9. An Ordinance of the City of Leesburg, Florida, amending the conditions of a PUD (Planned Unit Development) to revise the buffer requirements and allow for bungalows and cottage sites on a property generally located north of U.S. Highway 441 and east of Pemble Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Blue Gill Marina)

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

Mayor Pederson stated this item would lay over. He requested comments from the Commission and the audience.

Commissioner Burry asked about the revisions to the buffers. **PZD Miller** stated this is an existing PUD that came before the commission last year as an upscale RV resort. They would like to keep that PUD in place, but they have some specific changes. The most important change for them is to reduce the buffer

on the western side of the property from eighty to thirty feet. City staff agreed to it. They still need to meet with the adjoining property owners. Once they get their approval or consent, they would have a four-foot berm with a fence instead of a broad buffer. They would have a planted buffer of thirty feet instead of eighty, but there would be a four-foot berm with the fence on top. City staff made that change along with some other things they wanted to change, including the number of garbage receptacles. The applicant has done some research and they showed staff some different types of units. They want to do something creative here. They call it "glamping", which is glamour camping. They would use some tents, yurts and different types of structures. They want to make it a fun place to go for a few days. It will be a very interesting project. They will also have a marina. They should be selling gas there because he had not seen where else on Griffin they could go to get fuel. There will be some boat slips and recreation areas. **Commissioner Burry** inquired if the neighbors to the west had signed an agreement. **PZD Miller** answered that right now they did not have anything in writing. They had a meeting, but he was sure he would hear something from the neighbors. **Commissioner Burry** remarked that they would need that before moving forward. **PZD Miller** said they have Tara Tedro working with them on this case, so he is confident everything will be good. **Mayor Pederson** remembered at one point there was a restaurant planned for this PUD. Is that still included? **PZD Miller** answered yes, it is still there.

10. An Ordinance of the City of Leesburg, Florida ratifying revisions to the form of Ballot Question Number 1 from the version appearing in Ordinance Number 22-43; providing for inclusion in the Code of Ordinances; providing for severability; providing for conflict; and for providing an effective date.

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell mentioned that there may have been some misunderstandings. He has fielded numerous phone calls. He asked the city manager to inform the public what a yes or a no vote on the changes would actually mean. The phone calls he has received are from residents who are confused about what a yes or no vote means. **CM Minner** commented that back in July the city commission approved an ordinance that asked two referendum questions regarding electric utility. The overall purpose of the referendums was to make it harder to sell the utilities. We wanted to ensure that the utility is managed by the city in perpetuity. As the city grows to the south, we will have a considerable number of new residents who will be Leesburg residents. However, they will not be on the Leesburg Electric System. The utilities are managed by the city commission and there could be elected officials who are interested in the utilities who do not use the utility services. The purpose of the referendum is to make it harder to sell the utilities. Now, where could a sale come from? It could be an investor in utilities, a merger with Seco or something like that. Our utilities are seen as the best responders in severe weather times. We have demonstrated that throughout history. It also serves a communitywide purpose to keep the public utility a public utility. We need to ensure that the public utility is run as a utility first. The best way a public utility or a municipal utility can do that is to control its transfer amounts. In the charter, that is limited and that is a good thing because, as the utility limits its transfer amounts, that amount is directly connected to the base rate, so there cannot be a need. For example, someone could say they need money in the general fund, so they increase the electric fee or increase the transfer, which puts a load on the electric fund to pay for general operations. In the past nine years, the city commission has done just the opposite. The city commission has reduced the transfer to represent what a typical franchise fee looks like. What is the franchise fee? A franchise fee is a municipal corporation's right, by state statute, to

control its rights-of-way. We have the ultimate franchise in what is considered a municipal service. A municipal service includes water, sewer, electric and solid waste service. Those are municipal services and state statutes give the municipal corporation the right inside its corporate limits to charge a franchise fee for an outside entity to come in and provide a municipal service. We can charge a fee for using the public rights-of-way to provide those easements. The typical franchise fee is six percent. In the case of Leesburg, we do not have a franchise fee for ourselves. That would be the city's general fund, which would charge a franchise to the electric fund. Instead, we have the transfer and we cap that number. Those are the two overall purposes.

Question one does two things. It says if the city ever considered selling any enterprise fund, which would be water, sewer, gas, and electric you would need a referendum. Right now, it could be sold by a simple majority vote. Three city commissioners could say they want to sell one of the enterprise funds. This city commission is trying to make it harder to do that. They want to make it harder to sell the electric utility. They want to protect it and keep it publicly owned and operated. Not only are they saying they want a referendum, they want a higher level of referendum. When we do a referendum there are two steps. Step one is that the city commission has to pass an ordinance calling for the question of a referendum. That question would then go to the people and a simple majority of the vote would clarify that. The next level would be a referendum. When three members of the commission pass an ordinance that sets a referendum for a simple majority. This commission went a step further on this referendum question because they want to make it a special referendum. They want the referendum to be a super majority of the city commission, which would make it a four-yes vote. That means four members of the commission would have to pass the referendum. It would then have to go for a super majority vote of the electors, which is sixty-six percent. That is what question number one does. It says any enterprise system of the City of Leesburg cannot be sold without a special referendum and a super majority vote of the city commission and a two-thirds vote of the electorate.

Question two is the financial one. It says the city will always keep by charter the franchise fee at six percent. The city cannot transfer more than six percent of the electric fund's money into the general fund. It will always be six percent or less. If it passes, that controls the amount of the electric fund that in perpetuity would fund the general fund. The question could not come at the worst time, because folks are probably thinking about getting rid of electric utility. He does not want to persuade the public, but actually it is the opposite. The position is that the electric utility needs to be more than just an enterprise fund to general fund services. It needs to be a utility first. He believes the history of the utility is that they have done that. When troubled times have come, they respond quickly. When you look at other communities which have changed from being publicly owned to investor-owned, the first thing you see is a reduction in time and service. You will see slow turn-ons during hurricanes and these types of things. Our utility has a very good history of being a great provider in responding in times of trouble. From that perspective, we do not want to lose that autonomy. Therefore, if a question were ever to be asked, we want to make it difficult to sell that utility. The second part of that question says we know it is critical to control the rates and part of the rate mechanism is when rates get high you can use too much electric money to fund non-electric things. In the charter, they would cap the transfer at six percent. With question two, there is no doubt it protects customer rates.

A yes vote on question number one makes it tougher to sell the utility. Question number two is a question that protects rate-making, it also protects using the electric fund to subsidize the general fund above six percent in revenues.

Mayor Pederson added that we have a long history of running a good utility company. This is awkward timing after the last month or so with electric rates, but this is good for our city. **Commissioner Robuck** pointed out that a big reason for doing this, at least from a fiscal conservative standpoint. If a commission

were to sell one of the utilities, that commission would get a bunch of money. However, the reason that Leesburg has been able to do things that other communities cannot is because we have different utilities. It is not just electric, we have other utilities. The worst thing Leesburg could do is sell any governmental entity for a lump sum and spend it. Then it will be gone and we will never see it again. These utilities have enabled us, through many ups and downs of the economy, to have steady revenues. It has allowed us to punch our way a little bit. In terms of why we should have a super majority, we are no longer, as a governmental body, able to spend any money on any questions. If we want to send a flyer out in favor of these, we are now prohibited. We used to be able to do that, but now we are not allowed. However, if Duke were to say they wanted to buy our utility, they could spend as much money as they wanted trying to convince the public to let them buy our utility and we are not allowed to spend anything to try and counteract anything they would say, whether it be true or not. That is why the idea of a super majority vote makes sense. It sets that bar higher, which is where it needs to be. **Mayor Pederson** inquired that even if someone else started it, we could not counter that. **Commissioner Robuck** stated that was his understanding. **CA Watson** mentioned there was some new legislation that came out of the last session, but unfortunately there was not a lot of case law to help with interpretation. It is a little troubling in terms of the limits it places on the local government and getting any kind of messaging out. There used to be exceptions for just fact-based information that could be shared, but that exception has been removed. It is very difficult to be able to combat it at all with any kind of information whatsoever coming from the city or on the city's behalf.

Dr. Erika Jasper questioned with question number one, does the commissioners have a vote of fifty percent and the public vote fifty percent. Is that what was said? **CM Minner** answered that would be for a typical referendum. This referendum would increase the bar. The referendum process for a question being put to a referendum asking for the public's input would require the passage of an ordinance and fifty percent of the voting electors. This question says to consider a sale of an enterprise system, it has to be approved by a four-fifths vote of the city commission and two-thirds of the city electors.

D. NON-ROUTINE ITEMS

1. Resolution Amending Utility Rates for Fiscal Year 2022-23

ADOPTED RESOLUTION 11,189

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell questioned the reasoning for why stormwater was being increased by ten percent. **CM Minner** replied he wanted to give a quick overview of all rate increases in this resolution. During the budget workshops they talked about the increases and it boiled down to three things. One, to continue to make capital improvements to each of the different funds, so increases are contemplated: gas, water, sewer, and electric. For example, in the water fund, that fund is getting behind in terms of making capital improvements to existing systems with changing water mains, keeping up with inflation, personnel costs and meter costs. That theme is reflective of gas. Prices for getting equipment have

increased, our personnel costs have increased and we are seeing inflation throughout all of our enterprise operations. None of the utilities have seen any type of increase since he has been here. In fact, we have gone the other way other than CIP increases. On the gas side, we are looking to increase the customer charge by four dollars and seventy cents a month to make us more competitive. We would be slightly underneath our biggest competitor, Teco. Even with the increase in gas, Leesburg will still be less than Teco. With water, that is a little more complicated. It will be about a ninety-six cent increase on the base. That is a ten percent increase, but in all it may be around eight dollars a month. It is about a penny more on the usage level per cubic foot. Sewer is a CIP increase. With the electric fund, they talked about that extensively. The two biggest issues that make up the electric rate are the power cost adjustment, which is where folks are really feeling it, and the base rate. The base rate goes directly into all the other issues. We have the power cost adjustment which is dictated by fuel costs and the Florida Municipal Power agency. There are a lot of misconceptions about where the city buys power. The city purchases power from the Florida Municipal Power agency's "all requirements project". It is a conglomeration of about thirteen municipal electric and we purchase our generation, spending generation and transmission. That is the all requirements project and it all goes into that bucket. Thirteen cities make up that conglomerate and the power bill has gone from two to four million dollars a month when the utility was buying power for around forty dollars a megawatt. This fiscal year the projection was fifty-seven million dollars a megawatt. Next year the projection is one hundred and twenty-five dollars a megawatt. We talked about power cost adjustments and we talked about the wholesale bill for the all requirements from FMPA, which is directly related to that. If FMPA's costs come down, the power cost adjustment comes down. If FMPA's costs go higher than that, the projection will go up. The second part of the bill is the base bill. The base bill can be seen under other charges, the customer charge and the use charge. There are three components to that bill; base, energy charge, and the power cost adjustment charge. The energy charge and base charge go into operations, capital and debt along with the fixed costs. As they increase over time, the utility contemplates increasing the costs. We have been extremely good for the last nine fiscal years at reducing that base cost. This is the first time we have contemplated an increase since the five percent increase trifecta in fiscal years 2012, 2013, and 2014. However, we decided against the last increase, which would have put the rate up to one forty. That number dropped, so when they talk about the base number and round numbers, right now, it is one hundred and two dollars per thousand kilowatts on the residential side. This increase contemplates pushing that up to one hundred and eight dollars in round numbers. It is actually one hundred and seven dollars and ninety-seven cents. It would be a six-dollar increase a month on the base rate. Unfortunately, we are still dealing with the fuel side, which is at seventy dollars or seven cents a killowatt. Those are the increases and the reasons for them. **Mayor Pederson** thanked him for the explanation. In the budget process, he was one of the commissioners pushing for the water rate increase. We are well below the market and even after the ten percent increase we are still below the average. **CM Minner** commented that on the water side we are significantly below the average. Groveland and Clermont are the only cities that remain lower than us. The average is eighteen ninety-five and that would bring us to fourteen fourteen for three thousand. The typical water usage is seventy-five hundred and that would be for a family of three or four. For just under ten thousand gallons, you would see about twenty-one-sixty and the average is thirty. We are still significantly under that number. Water is one of the areas where we are falling behind. Financially, we are hanging in there. We are starting to see the wear and tear on the mains and our breaks are going up. The Director of Public Works told him that the consumptive use permit needs another look, so there are a number of things in the house that need to be taken care of to keep the utilities from falling behind in terms of service. Ten percent sounds like a big number. He understands where everybody is at, there is justification and we are obviously still a competitive utility. Clermont, Minneola and Groveland will be about a dollar or two cheaper with the new rate. **Commissioner Robuck** mentioned what a lot of people do not realize about utilities when we talk about capital projects. These are basically construction companies. At the end of the day, that is what we do, we build stuff and we have to replace one hundred year-old water lines. The idea that you could have single digit increases is impressive. There are very few things that you can buy

that are less than that. We are only ten percent more than two or three years ago. Most things nowadays, are way more than that. It does not make it feel any better, but that is the reality of it.

The roll call vote was:

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

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

7. INFORMATIONAL REPORTS:

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

None

8. CITY ATTORNEY ITEMS:

CA Watson stated he does not have anything to report on this evening. However, as a reminder, there is a closed session coming up at the tail end of the normal agenda. If the commission wants him to stick around until after the closed session is over, he would be happy to hang around. **Mayor Pederson** commented that he appreciates the offer, but he was free to enjoy the rest of his evening. **CA Watson** said for everyone to stay safe through the upcoming storm.

9. CITY MANAGER ITEMS:

CM Minner stated that with the passing of the fiscal year twenty-three budget, he wanted to thank the budget director and finance director for their hard work throughout the budget process. He also thanked all the department heads. He is very proud of the folks that worked on the budget team. They put together tremendous numbers and each year they seem to get tighter and tighter before coming to his desk. Unfortunately, this was one of the unhappiest budget seasons they have seen in a while. Right now, these are tough circumstances; from taxes, electric rates, and inflation. We did a tremendous job tackling it in the past and we have been extremely good fiduciary to our citizens and our utility users. When he was first hired almost nine years ago, he wrote a letter that said the city needed to be a utility first, before we started going to the general fund and doing all the fun stuff. We have had a lot of success at that and we can stand on that record. If there is hope for the future, it is that if we look at the past track record, at least with him as the manager, we will endeavor to get back to that as quickly as we can. This was not a fun budget year. We can put that to bed and we can move on to the next thing, which is watching the weather and this storm we have brewing. He asked that everyone pay attention to their TV because good information comes out from Lake County and the city website. The city has the emergency operations going and he will touch base with Chief Mera and the team. The director of electric already has mutual aid folks calling in and he has his staff set up. The director of public works has his debris management going and the finance director is working on getting the customer service folks setup with the phone bank. We are getting some online video/visual stuff on our IVR. That means we are mapping out the outages and times for how that stuff could come down. He asked that everyone give the city a little time

right after the storm, especially if the storm is significant. They will need to do assessments, they will need to go out and see what all is down. They will then get some assessment on what they can get back up. However, remember the city gets the emergency lines back online first. That means if you live in the downtown area near the hospital you are a lucky customer. The hospital circuits are the first to get hooked back up and they work backwards with the schools and those types of stuff. The electric department does a great job on that. Keep in touch with the news and the weather channels. Watch the city and county websites for updates. Stay safe!

10. ROLL CALL:

Commissioner Robuck commented to the public that the FMP was able to lock in most of the October gas prices at about seventy-five percent and for November at the seven fifty-ish number. That is still historically high, but at least we are not talking about ten dollars. Especially depending on what happens with the hurricane. They were being proactive with getting out there. When the market fell off a little last week, they were able to lock in those prices. They are trying their best.

Commissioner Connell asked, other than emergency services, has there been a decision made regarding the general employees and their schedule for the week? **CM Minner** answered they would most likely follow suit, but he would first get with the commission before making a determination. He has a meeting with Chief Mera tomorrow mid-morning to make that decision. The storm looks like it will impact Pinellas and Hillsborough around eight in the morning on Wednesday. The projection seems to be moving a little faster and more east, so that has their attention. He believes by mid-morning tomorrow they will make the call. There would most likely be a Wednesday to Thursday shutdown. They are looking at a tomorrow or a Wednesday for opening the USC and the EOC Emergency Operations Center, which will be held at the police department. They also have the EOC at Lake County staffed by some of our folks. We issued a declaration of state of emergency that went into effect at seven o'clock this morning. It basically prepared us for FEMA reimbursement, which included our storm preparations as part of that calculation. The declaration at this stage is a standard operating procedure (SOP) more than anything.

Commissioner Christian stated he knows the EOC will be doing something for Lake County, but who from the city will be putting the information out to the Leesburg public. **CM Minner** replied that it would either be himself and Pam Hester. They would be working on that, especially on the electric side. They would work directly with the Electric Director.

Commissioner Burry commented that during his first year as commissioner he was asked why Leesburg no longer put fluoride in the water. He brought that to the city manager and they talked about it a little. Since that time, other members of the community have brought it to his attention, so he has endeavored to look up some information about why we would or would not do it. It is his belief that it is something we should be doing just from a community health standpoint. He did not want it put on the agenda tonight, but maybe in the next two weeks everyone could all look up a little information and brush up on it. Maybe the city manager can bring back some numbers regarding costs because that will be an issue. He strongly advised that the City of Leesburg to go back to putting fluoride in their water. **CM Minner** said he does not want to undermind Commissioner Burry's angle, but he also does not want folks thinking we do not have safe water because we do have safe water; we have good water. There has been a debate on whether or not to put fluoride back in our public water. They started putting fluoride in the public water supply in 1945. At that time, it was deemed one of the best things for public health reasons in the United States because it prevented cavities and dental decay. However, as we entered into the eighties and ninties there was some thought to stopping it. They thought maybe too much of it was a bad thing.

There was another school of thought that said too much fluoride could result in thyroid issues, brittle bones and those types of issues. That thought went back and forth on whether it was good or bad. However, the FDEP does not mandate whether you do it or not, but they do mandate levels. If you use fluoride in the water, you are supposed to keep it at a certain level, which is 7.7 MML's. Other folks pointed out that fluoride is naturally in the water and our level hangs around 0.2 MML's. The data from the health department and FDEP shows that about seventy-eight percent of all public water systems in the State of Florida put fluoride in their water. Region to region varies and our region, which is Lake County, is very small. There is natural phosphorus in the ground, and that is what fluoride is. Long story short, Leesburg stopped. We stopped in 2000 for financial reasons and safety reasons. When we upgraded the SCADA system, we saw it as a big cost with the monitoring and the SCADA equipment. There was a safety precaution too, because our folks did not have to deal with it and it made their jobs a little easier. The question had not been kicked around until Commissioner Burry brought it to his attention. Even though Bill Mathias also brought it to his attention, he must have had a conversation with the same dentist. Now, Commissioner Burry is correct, this is a public health issue. He will put together the financial data and bring it back to the commission. The rough house number will be around six digits to get the hardware, software, and pumps back up. It will be somewhere between two hundred and fifty and half a million dollars. Operationally we are looking at fifty to seventy-five grand. We will not use that much fluoride because of our natural resources. Those are just guesses from a quick conversation he had with the chief at the water plant, Al Purvis. He will bring the data back for direction. In the interim, he informed them that if you have any problems sleeping, there is a whole bunch of data online you can read up on regarding the fluoride issue. Commissioner Burry does have a good point that it is a source of fluoride for the financially hard-struck part of the community who does not have access to dentists or good fluoride. They could get it from the public water supply and that is important. We did unplug that when we unplugged the pump. So there will be more information to come on that. **Commissioner Christian** asked if the data would include the surrounding cities that use fluoride in their water. **CM Minner** replied that around us there are none. He cannot think of any off the top of his head, but he would get that data. Clermont, Mount Dora, and Tavares are a no. **Commissioner Burry** followed up by saying the Department of Health has good information regarding community water fluoridation and seventy-eight percent of providers in the state put fluoride in the water and that should tell you something. **CM Minner** added that the Florida Department does almost everything except tell you to do it. **Commissioner Burry** said it says water fluoridation is safe, effective, and healthy. The American Dental Association, the American Medical Association, the Academy of Pediatrics, and the World Health Organization endorse this and the list goes on. This is something we should look at. He understands finances are always something. Nonetheless, this is important and we should provide it for our citizens.

Mayor Pederson had no comment tonight.

11. SUSPEND REGULAR MEETING

Mayor Pederson suspended the regular meeting at 6:40 p.m.

12. OPEN the CLOSED ATTORNEY-CLIENT SESSION

The closed meeting convened at 6:49 p.m.

13. EXIT all BUT THE FOLLOWING INDIVIDUALS:

A. Mike Pederson - Jimmy Burry - John Christian - Jay Connell - Dan Robuck, III - Mark Brionez - Stephanie Brionez - John Metcalf - Al Minner - Court Reporter

14. END CLOSED SESSION and REOPEN COMMISSION MEETING

Mayor Pederson ended the closed session and reopened the regular meeting at 7:15 p.m.

15. 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 7:15 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.1.
Meeting Date:	October 10, 2022
From:	Aaliyah Davis, Senior Buyer, Cliff Kelsey, (Public Works Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Second Amendment to an existing Agreement for park, neighborhood, wayfinding, and other signage with Sign Design of Florida, Inc. d/b/a Mid-Florida Signs & Graphics; and providing an effective date.

Staff Recommendation:
Staff recommends execution of Amendment Two to an existing Agreement and approval of the resolution authorizing execution of the amendment to extend the existing term to September 30, 2025 with Mid-Florida Signs & Graphics.

Analysis:
The City currently has an Agreement with Mid-Florida Signs for production and installation of signs used for parks, neighborhoods, gateway entrances and wayfinding. Staff recommends extending the Agreement for an additional term through September 30, 2025. The fixed unit pricing is revised per Attachment 'A'; all other terms of the Agreement will remain the same. The Contractor has performed well in providing their services when requested.

Procurement Analysis:
On June 11, 2018, pursuant to Resolution 10,217, the City Commission approved execution of a Fixed Unit Price Agreement with Mid-Florida Signs & Graphics for neighborhood, parks, wayfinding, and other signage as needed by the City. Both parties wish to extend the Agreement terms as permitted in the original Agreement.

Options:
1. Approve Resolution authorizing execution of Amendment 2 to the Fixed Unit Price Agreement with Mid Florida Signs & Graphics.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funding for any signs is either budgeted or will be identified at the time the need arises.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SECOND AMENDMENT TO AN EXISTING AGREEMENT FOR PARK, NEIGHBORHOOD, WAYFINDING, AND OTHER SIGNAGE WITH SIGN DESIGN OF FLORIDA, INC. D/B/A MID-FLORIDA SIGNS & GRAPHICS; 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 Second Amendment to an agreement with SIGN DESIGN of FLORIDA, INC. d/b/a MID-FLORIDA SIGNS & GRAPHICS, whose address is 3602 Parkway Boulevard, Leesburg, Florida 34748 for park, neighborhood, wayfinding and other signage to the City.

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 10th day of October 2022.

_____
Mayor

ATTEST:

_____
City Clerk

SECOND AMENDMENT
OF A FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 10th day of October 2022, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **SIGN DESIGN OF FLORIDA, INC. d/b/a/ MID-FLORIDA SIGNS & GRAPHICS** whose address is 3602 Parkway Boulevard, Leesburg, Florida 34748 (hereinafter referred to as the "CONTRACTOR").

THAT, on June 11, 2018, the CITY and CONTRACTOR entered into a unit price supply agreement whereby the CONTRACTOR agreed to provide park, neighborhood, wayfinding and other signage to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, on August 24, 2020 the CITY and CONTRACTOR executed Amendment One extending the term and adjusting pricing.

WHEREAS, the parties wish to extend the term of the Agreement, adjust pricing, and have entered into this Amendment Two for that purpose.

WITNESSETH:

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

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

2. **Amendment.** The parties wish to modify the existing Agreement and previous Amendments as follows:

    a. **Term of Agreement.** The parties agree to extend the term of the agreement to September 30, 2025.

    b. **Attachment 'A'.** The new unit prices are reflected on the revised Attachment 'A'.

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

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

[*Signature page follows.*]

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

SIGN DESIGN OF FLORIDA, INC. d/b/a/
MID-FLORIDA SIGNS & GRAPHICS

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

_____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

SCHEDULE OF BID ITEMS

ATTACHMENT 'A'

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	BID PRICE
1	**NEIGHBORHOOD & PARK SIGN** As specified with dimensions provided. Price includes minimal site work. Pricing based on sign dimensions provided in Section 2.	12	EA	$ 4,667.85
1A	**NEIGHBORHOOD & PARK SIGN** Sign faces of varying sizes. Some Park signs may need a 'landscape' oriented sign. Sign face dimension may vary but assume column dimensions will remain the same.	1	Square Inch	$ 0.035
2	**Sign Type A** – Furnish and Install Complete	1	EA	$ 5,706.30
2A	**Sign Type A** – Face and Mounting only no pole or installation	1	EA	$ 2,025.15
3	**Sign Type B** Furnish and Install Complete	1	EA	$ 5,129.00
3A	**Sign Type B** – Face and Mounting only no pole or installation	1	EA	$ 1,775.60
4	**Sign Type C** Furnish and Install Complete	1	EA	$ 3,224.60
4A	**Sign Type C** – Face and Mounting only no pole or installation	1	EA	$ 1,175.30
5	**Sign Type D** Furnish and Install Complete	1	EA	$ 2,429.95
5A	**Sign Type D** – Face and Mounting only no pole or installation	1	EA	$ 1,003.95

This contract may be used by the City for all signs and sign types required by the City. This contract is not restricted to those signs listed above.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.1.
Meeting Date:	October 10, 2022
From:	Cliff Kelsey, (Public Works Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for the Delivery and Use of Reclaimed Water between Southeast Wildwood Water Conservation Authority, LLC and the City of Leesburg; and providing an effective date.

Staff Recommendation:
Staff recommends execution of an agreement for the delivery and use of reclaimed water between Southeast Wildwood Water Conservation Authority, LLC and the City of Leesburg.

Analysis:
The City of Leesburg and The Villages Land Development Company, LLC already have a pre-existing agreement on the delivery and use of reclaimed water. As the agreement has now been in place for a few years, FDEP is now requiring some clarifications and modifications to the established transfer of the City's reclaimed water to the Villages for the following reasons;

1. While the delivery point of water from the City to the Villages has always been the "North Pond", the agreement did not specially state this point. FDEP wants the delivery point specifically mentioned.

2. Because the Villages can not reuse all the effluent at one time, the effluent is held in the "North Pond" until it can be used. This time lapse causes the characteristics of the effluent to change due to normal environmental conditions such as rain water, sunlight, etc. Therefore, FDEP requires that before effluent re-enters the Village's effluent distribution system, minor, normal, water quality adjustments need to be made. These costs will be absorbed by the Villages.

3. The agreement also extends the term to 30 years.

The attached amendment to the agreement addresses the above three points.

Procurement Analysis:
N/A

Options:

1. Execute the Agreement for the Delivery and Use of Reclaimed Water between Southeast Wildwood Water Conservation Authority, LLC and the City of Leesburg; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED WATER BETWEEN SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC AND THE CITY OF LEESBURG; 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 Southeast Wildwood Water Conservation Authority, LLC, whose address is 3619 Kiessel Road, The Villages, FL 32163, for the delivery and use of reclaimed water.

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 10th day of October 2022.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED WATER

THIS AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED WATER ("Agreement") is made and entered into this _____ day of _____, 2022 (the "Effective Date") by and between **SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC,** a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, FL 32163 ("SEWWCA"), and **the CITY OF LEESBURG,** a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 ("CITY" or "LEESBURG").

RECITALS

A. LEESBURG and The Villages Land Company, LLC have entered into a development agreement for the provision of public facilities effective October 8, 2018 and adopted as Resolution No. 10,287 (hereinafter "Resolution").

B. As described in the Resolution, the agreement between the VLC includes its affiliated private utility company SEWWCA.

C. LEESBURG owns, maintains, and operates two wastewater treatment facilities, Canal Street WWTP and Turnpike WWTP ("WWTPs"), and intends to produce reclaimed water of a quality suitable for public access reuse purposes as defined by the Florida Department of Environmental Protection (FDEP).

D. Resolution No. 10,287 sets forth the terms and conditions between LEESBURG and SEWWCA for Irrigation Reclaimed Water Reservation and Allocations, Minimum Water Quality for Reclaimed Water, Operational Coordination, Wet Weather Event Operations, and the Reclaimed Water Operational Control Strategy.

E. LEESBURG is capable of providing reclaimed water in accordance with the terms and meeting the quality standards set forth in the Resolution.

F. LEESBURG needs to secure a means for disposal of a portion of the reclaimed water it produces and SEWWCA has access to irrigation areas that will be adequate to dispose of the reclaimed water generated by LEESBURG in accordance with the allocations as set forth in the Resolution.

G. SEWWCA intends to construct or has constructed and will operate a non-potable irrigation water system.

H. LEESBURG desires to deliver to SEWWCA reclaimed water from its WWTPs, and SEWWCA desires to receive reclaimed water from LEESBURG into its non-potable irrigation water system, all pursuant to the terms and conditions set forth in the Resolution and herein.

NOW, THERFORE, in consideration of the foregoing and the mutual covenants contained herein, LEESBURG and SEWWCA do hereby agree that the Recitals set forth above are true and correct and hereby incorporate them herein in full by reference, and further agree as follows:

1. The term of this Agreement shall commence on the Effective Date and continue for a period of thirty (30) years (the "Term"). Thereafter, the Term may be extended for successive periods of thirty (30) years by mutual consent of LEESBURG and SEWWCA.

2. The following Exhibits are attached hereto and hereby incorporated into this Agreement by reference:

   Exhibit A – Sketch Identifying Points of Delivery of Reclaimed Water

   Exhibit B – Leesburg Reclaimed Water Operating Protocols

   Exhibit C – Development Agreement for the Provision of Public Facilities

3. LEESBURG shall make available to SEWWCA, to the best of its ability, reclaimed water produced by the Leesburg WWTPs. Reclaimed Water delivered by the City to SEWWCA at the locations shown on Exhibit A, shall at a minimum meet the water quality standards as specified in the Resolution. To assist City in meeting this requirement, SEWWCA will construct and the City will provide reclaimed water as outlined below:

   a. SEWWCA will construct pumps (the "New SEWWCA Pumps") that will connect to the existing reuse main from City's Turnpike Wastewater Treatment Plant ("WWTP") to the SEWWCA storage system and dedicate the facilities to the City after construction.

   b. Once these facilities are complete and in service, the New SEWWCA Pumps shall solely be utilized to send flow to SEWWCA. The existing SEWWCA pumping facilities can be used by the City for existing and future City customers. The existing SEWWCA pumping facilities will only be used to send flow to SEWWCA in emergency conditions and after approval by SEWWCA representatives.

   c. Any gallons supplied to SEWWCA by the City from the existing SEWWCA pumping facilities without prior approval by SEWWCA representatives, will be considered a breach of this Agreement by City and payment will be made from the City to SEWWCA at the rate as established by Section II. (A) 4) (a) i. of the Resolution. Payment will be requested and remitted in accordance with the provisions of Section II. (A) 5) of the Resolution.

4. LEESBURG shall be responsible for the design, permitting, construction, operation and maintenance of the reclaimed water delivery system up to the Point of Delivery, attached hereto as **Exhibit A**. LEESBURG shall bear all cost of operation, maintenance and repair of the reclaimed water delivery system up to and including the Point of Delivery.

5. LEESBURG will be responsible for delivering reclaimed water in compliance with applicable regulatory agency requirements to the Points of Delivery and LEESBURG agrees that the reclaimed water shall be delivered in accordance with the Leesburg Reclaimed Water Operating Protocols for the applicable WWTP, attached hereto as **Exhibit B**.

6. SEWWCA agrees to accept all reclaimed water delivered to SEWWCA that meets the quality standards described in Paragraph 3 and delivered in compliance with the Resolution and the LEESBURG Reclaimed Water Operating Protocols. SEWWCA agrees to use its non-potable irrigation water in a responsible manner that meets the applicable portions of the FDEP Rule 62-610 Part III, Florida Administrative Code.

7. SEWWCA shall be responsible for all facilities downstream of the Points of Delivery depicted on **Exhibit A**.

8. SEWWCA shall use reasonable efforts to develop and maintain alternate water production facilities capable of supplying its irrigation needs, including those needs to be supplied via reclaimed water from LEESBURG.

9. SEWWCA shall construct, own, operate and maintain all facilities necessary for the storage and utilization of all non-potable irrigation water downstream of the Point of Delivery. Any costs arising out of such facilities shall be the sole responsibility of SEWWCA.

10. SEWWCA shall follow the cross-connection protocols as set forth in the Wildwood Utility Dependent District (WUDD) Cross-Connection Control Handbook.

11. SEWWCA shall accept all reclaimed water delivered by LEESBURG in accordance with the Resolution.

12. SEWWCA's use of reclaimed water shall be consistent with local, state and federal regulations. SEWWCA shall take all reasonable precautions in the operation and maintenance of its non-potable irrigation system to protect public health and safety and the environment.

13. SEWWCA management and utilization of its non-potable irrigation water shall include the following:

    a. Filtration and disinfection of any contribution to the non-potable irrigation system from storm water or a combination of sources withdrawn from a storm water retention basin.

    b. Application of non-potable irrigation water in such a way to prevent off-site surface runoff or surface runoff to any Water of the State.

    c. Notice to all users of the non-potable irrigation water that it cannot be utilized to irrigate edible crops.

14. CONTACT INFORMATION. In the event of a circumstance that would impact the delivery or receipt of reclaimed water, contact will be made to the following individuals:

    a. SEWWCA Operations: Ryan Schoel, 352-753-4747, ryan.schoel@arnettenvironmental.com
    Allen Hayes, 352-753-4747, allen.hayes@arnettenvironmental.com
    Randy Oliver, 352-259-2802, randall.oliver@jacobs.com

    b. SEWWCA Management: Robert Chandler, 352-753-6220, iv.chandler@thevillages.com

    c. Leesburg WWTPs Operations: Rick Harris, 352-728-9841, rick.harris@leesburgflorida.gov
    Tony Bracco, 352-728-9841, tony.bracco@leesburgflorida.gov
    Al Purvis, 352-728-9841, al.purvis@leesburgflorida.gov

    d. Leesburg Management: Cliff Kelsey, Director of Public Works, 352-435-9442, cliff.kelsey@leesburgflorida.gov
    Al Minner, City Manager, 352-728-9786, al.minner@leesburgflorida.gov

If and when situations occur, LEESBURG will notify SEWWCA, or SEWWCA will notify LEESBURG, by telephone and follow up with written communication describing the nature of the situation and the anticipated duration.

15. BINDING EFFECT OF THE AGREEMENT. This Agreement shall be binding upon and shall inure to the benefit of LEESBURG and SEWWCA, and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

16. NOTICE. Until further written notice by any Party to the other, all notices provided for herein shall be in writing and sent certified mail to the following addresses:

    CITY OF LEESBURG
    Attn: Cliff Kelsey
    550 S. 14th Street
    Leesburg, FL 34749

    With a copy to:
    CITY OF LEESBURG
    City Attorney
    City Hall
    501 West Meadow Street
    Leesburg, FL 34749

    SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC
    Attn: Robert L. Chandler, IV
    3619 Kiessel Road
    The Villages, FL 32163

    With a copy to:
    SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC
    Attn: Brian D. Hudson, Esq.
    3619 Kiessel Road
    The Villages, FL 32163

    Notice shall be considered effective upon receipt, or if refused, as of the date offered for receipt.

17. LAWS OF FLORIDA. This Agreement shall be governed by the laws of the State of Florida, and it shall be effective immediately upon the execution hereto. Jurisdiction and Venue shall be in a court of competent jurisdiction in Sumter County, Florida.

18. FORCE MAJEURE. In the event that the performance of this Agreement by any Party is prevented or interrupted in consequence of any cause beyond the control of any Party, including but not limited to, Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer (unless such government is a party hereto), the enactment of any statute

or ordinance or resolution or regulation or rule or ruling or order other than those passed by a government that is a party hereto, order or decree or judgment or restraining order or injunction of any court, said Party shall not be liable for such non-performance..

19. NON-RESPONSIBILITY. No Party shall be liable for the actions or inactions of the officers, agents or employees of the other Parties, or any other actions or inactions attributable to the other Parties, but shall instead only be liable for actions or inactions attributable to its own officers, agents or employees or otherwise attributable to itself, and then only to the extent permitted by law. The Parties acknowledge that the foregoing shall not constitute an agreement by any Party to indemnify the others, nor shall it constitute a waiver of any immunities enjoyed by any Party, nor a waiver of any defense a Party may have, nor shall it be construed as consent by any Party to be sued by third Parties.

20. DEFAULT. The Parties expressly covenant and agree that in the event any Party is in default of its obligation herein, the Party not in default shall provide to the Party in default thirty (30) days written notice to cure said default before exercising any of its rights to seek judicial or other relief. Failure to cure said default within thirty (30) days following notice shall be grounds for the Party not in default to seek relief. In the event any Party shall be in default under this Agreement, or if any dispute shall arise between the Parties concerning the interpretation of this Agreement, and if an action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that any Party was in default, or that the court agrees with one Party's interpretation of the disputed provision of this Agreement, the Party determined by the court to be in default, or with whose interpretation of this Agreement the court does not agree, shall pay to the other Party all attorneys' fees and litigation expenses incurred or paid by the other Party in connection therewith.

21. WAIVER. The failure of any Party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said Party may have for any subsequent breach, default, or non-performance, and said Party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

22. NO TRANSFER OF POWERS. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. The governing bodies of each Party to the Agreement shall each maintain all authority, privileges and immunities from liability, exemption from laws, ordinances and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for the respective agencies to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

23. NO THIRD-PARTY BENEFICIARY. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a Party to this Agreement including, but not limited to, any customer, officer, agent or employee of a Party, or to any resident or property owner within the Parties' respective service territories.

24. REVIEW. The Parties and their counsel have reviewed and revised this Agreement, and the normal rule of construction (ambiguities are to be resolved against the drafting Party) shall not be employed in the interpretation of this Agreement

25. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. No amendment hereto is effective unless made in writing and signed by all Parties.

IN WITNESS WHEREOF, LEESBURG and SEWWCA hereby execute this Agreement as of the date first set forth above.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By:_____
Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence this ____day of _____, 2022 by _____, as Manager of and on behalf of TVL Company, LLC, a Florida limited liability company, the Manager of **Southeast Wildwood Water Conservation Authority, LLC**, a Florida limited liability company, who is personally known to me.

_____
Notary Public
Print Name:_____

[City of Leesburg signature page to follow]

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

_____
_____, Mayor

ATTEST:_____
_____, City Clerk

Approved as to form:

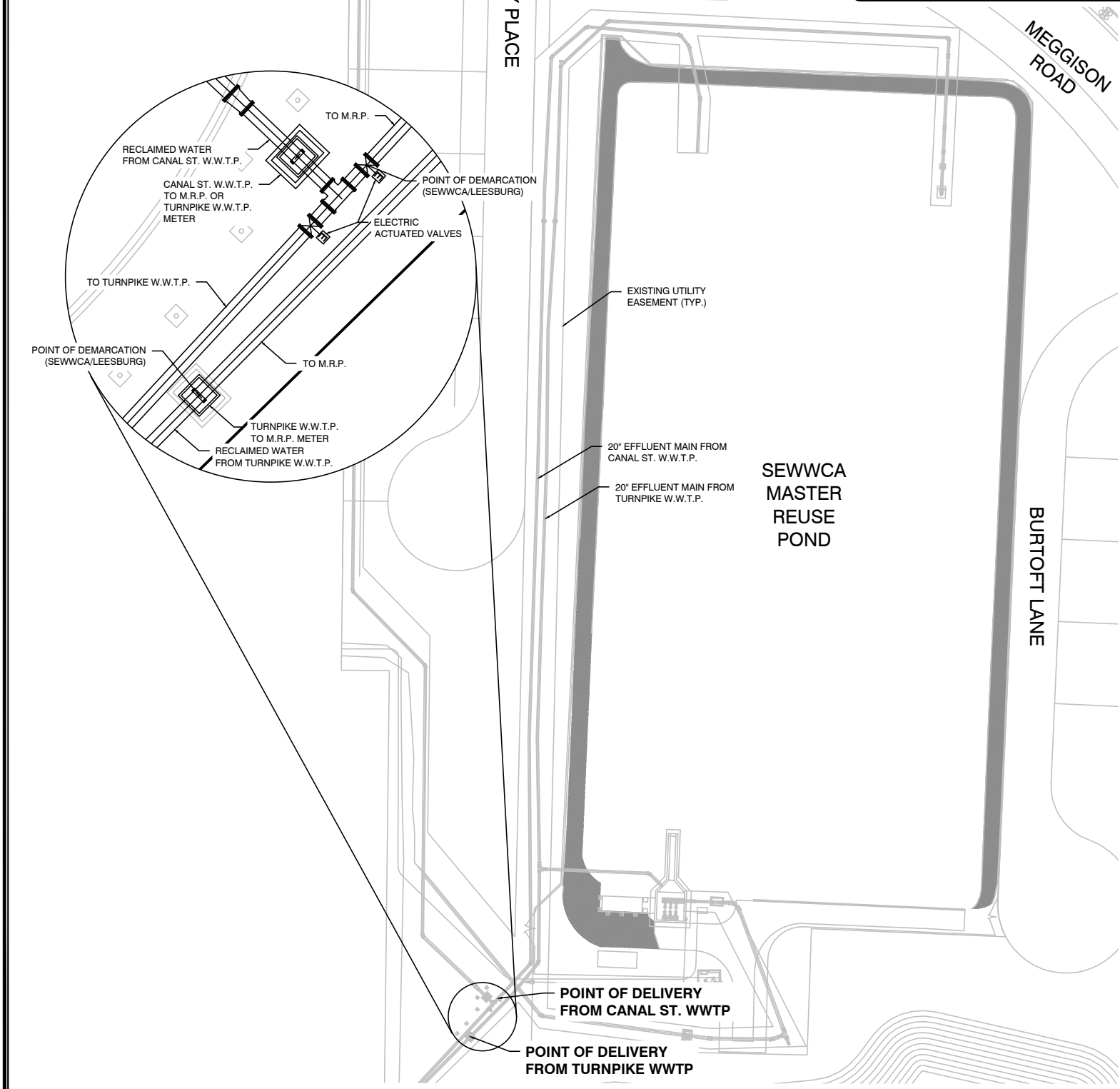
_____
_____, City Attorney

EXHIBIT A

SKETCH IDENTIFYING POINTS OF DELIVERY OF RECLAIMED WATER

© Holding Company of The Villages, Inc., All Rights Reserved

EXHIBIT A
SEWWCA-LEESBURG
RECLAIMED WATER AGREEMENT
SEPTEMBER 2022



1"=100'

CFB CLYMER FARNER BARLEY

SHEET 1 OF 1

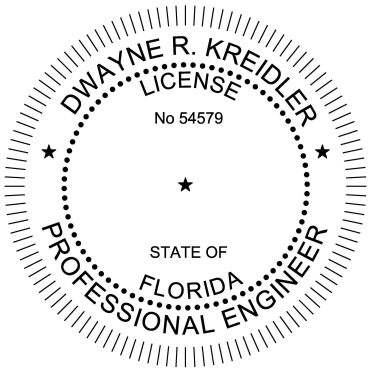
EXHIBIT B

LEESBURG RECLAIMED WATER OPERATING PROTOCOLS

City of Leesburg
Turnpike
Water Reclamation Facility
(FLA105147)

RECLAIMED WATER MONITORING AND OPERATING PROTOCOL

Effective Date: May 8, 2020
Revision Date: May 21, 2020



Dwayne Kreidler, PE
54579

RECLAIMED WATER MONITORING AND OPERATING PROTOCOL

1. Introduction

The purpose of the monitoring and operating protocol is to reduce the possibility of substandard reclaimed water being used for irrigation in areas that have public access. Substandard reclaimed water is defined as reclaimed water that is not in compliance with the total chlorine residual and total suspended solids (TSS) regulations specified in the Water Reclamation Facility's FDEP operating permit. The protocol- contains procedures to be followed by operational staff when substandard reclaimed water is detected. A monitoring and operating protocol is required for water reclamation plants by the Florida Department of Environmental Protection (FDEP) under Rule 62-610.463, Florida Administrative Code (F.A.C.). The FDEP requires the Protocol to be reviewed and updated when the operations permit is renewed or when changes are made at the facility, respectively.

2. Process Schematic

The City of Leesburg Turnpike Water Reclamation Facility (WRF) is designed to treat an annual average daily flow (AADF) of 3.0 million gallons per day (mgd). Off-site lift stations pump the raw wastewater to the preliminary treatment structure (Process 10) for fine screening and grit removal. After the preliminary treatment structure, the wastewater flows by gravity to the sequencing batch reactors (SBR) (Process 30). From the SBRs the wastewater flows by gravity to the decant basins (Process 40) and is pumped via screw pumps (Process 45) to the up-flow, continuous backwash effluent filters (Process 50). The filtered effluent flows by gravity to the chlorine contact basins (Process 60) and then into the effluent transfer pump station wet well where it's pumped via the effluent transfer pumps (Process 75).

Water meeting public access reuse standards is pumped from the effluent transfer wetwell to the effluent storage pond (Process 85). From the effluent storage pond, the reclaimed water is pumped via the reclaimed water pumps to the coarse reclaimed filter station (Process 85). This facility provides removal of larger debris that potentially enters from the effluent storage pond. Further disinfection of the reclaimed water is provided prior to discharge to the public access reclaimed water system (R-002). The reclaimed water pumps provide flow into the irrigation system for the south spray field site, which is restricted access disposal.

Figure 1 is a schematic diagram of the effluent disposal system at the WRF.

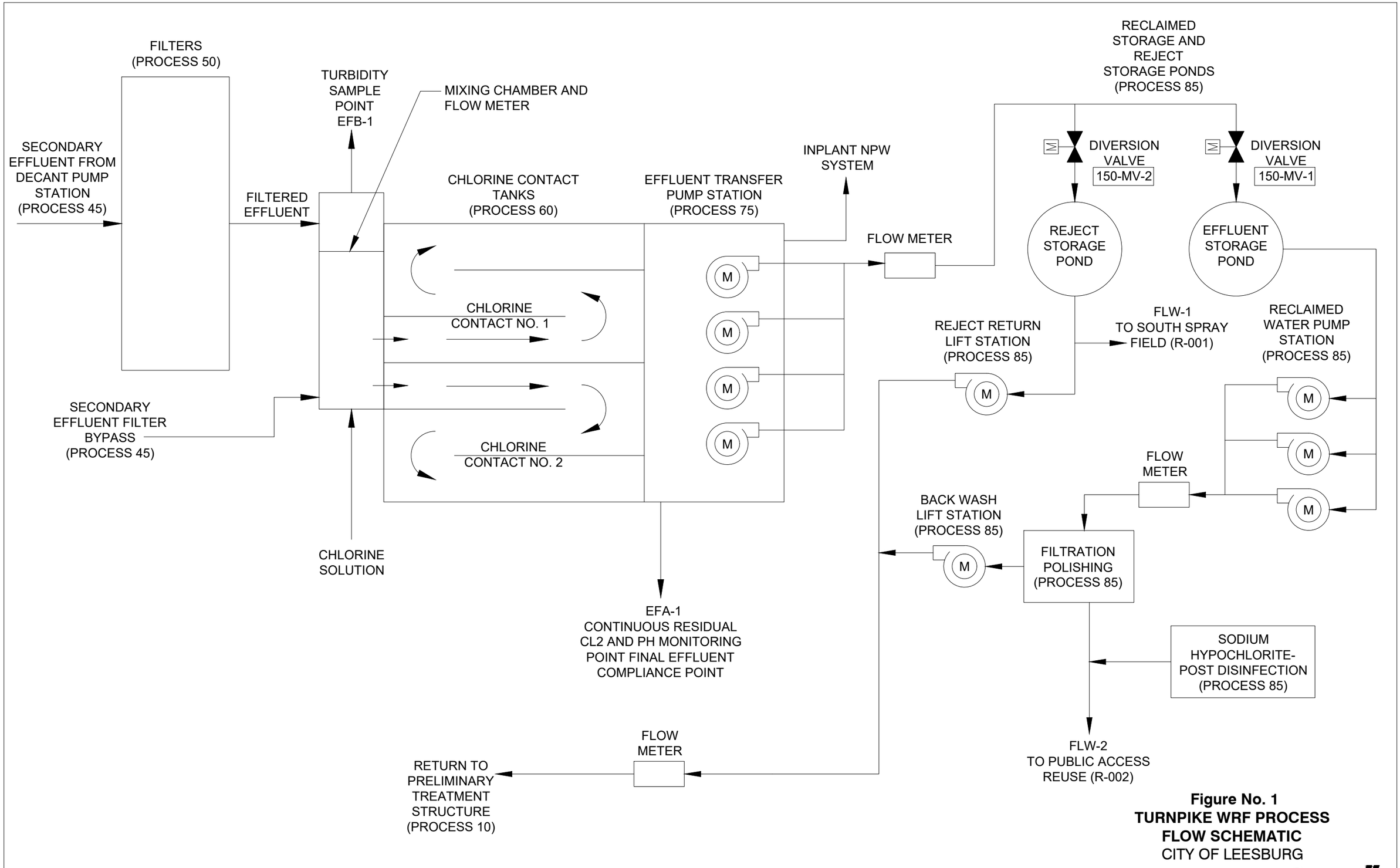


Figure No. 1
TURNPIKE WRF PROCESS FLOW SCHEMATIC
CITY OF LEESBURG

carollo
Engineers...Working Wonders With Water

There are two (2) automatic valves (150-MV-1 and 150-MV-2) that divert the effluent, pumped via the effluent transfer pumps (Process 75), to either the effluent storage pond (eastern pond, Process 85) or to the reject storage pond (western pond, Process 85) depending on effluent water quality.

When the effluent storage diversion valve (150-MV-l) is open, the reject diversion valve (150-MV-2) is closed and vice versa. Water meeting FDEP permit requirements at the Chlorine Contact Basin (Process 60) is pumped to the effluent storage pond (Process 85) via the effluent transfer pumps (Process 75). From the effluent storage pond the reclaimed water is pumped to the reclaimed filter station via the reclaimed water pumps.

When the disinfected effluent fails to meet the necessary FDEP requirements at the Chlorine Contact Basins (Process 60), the effluent is pumped to the reject storage pond via the effluent transfer pumps. From the reject pond, the reject water is pumped via the reject water pumps to the· preliminary treatment structure for re-treatment.

3. Chlorine Contact Basins (Process 60)

Bacteria 111 wastewater can cause diseases such as cholera, dysentery, typhoid, and tuberculosis. Viruses in wastewater can cause such diseases as polio and hepatitis. Disease-causing microorganisms can cause health problems. As a result, reclaimed water is disinfected with chlorine to prevent the spread of these disease-causing microorganisms.

At the WRF, chlorine gas is used to disinfect the reclaimed water supply. Chlorine gas is injected into the in-plant non-potable water system to produce a high liquid chlorine solution. This liquid is fed into the filtered effluent prior to entrance into the chlorine contact basins. Each basin provides an appropriate "reaction time" for the necessary disinfection to occur. The disinfection process is described in greater detail in the O&M manual prepared by Chastain-Skillman, Incorporated for the City of Leesburg Turnpike Wastewater Reclamation Facility in 2001.

The effectiveness of a disinfection process is measured by the presence or absence of fecal coliforms, which are part of the coliform bacteria group. Coliform organisms are typically hardier to inactivate than most disease causing organisms. For this reason, the absence of fecal coliform bacteria is used to indicate that other disease causing organisms are also inactive. The presence of fecal coliform bacteria indicates that disease-causing bacteria may be present in the effluent.

Testing for the presence of fecal coliforms, however, requires two (2) days to complete. As a result, to continually measure the effectiveness of the disinfection process, another method must be used. According to Chapter 62-610, high level disinfection should produce an effluent with no detectable fecal coliforms. A minimum chlorine residual of 1.0 mg/L should be attained for public access following high level disinfection. The required detention time in the chlorine contact tank is reliant on the concentration of fecal coliforms in the influent prior to the disinfection process. The State's regulatory criteria (Chapter 62-600.(440)) is summarized below:

- For a reclaimed water or effluent containing 1,000 fecal coliforms, or less, per 100 mL before disinfection, the product of the total chlorine residual used for design (expressed in mg/L) and the contact time (CT) at peak hourly flow (expressed in minutes) shall be at least 25.

- For a reclaimed water or effluent containing greater than 1,000 and up to an including 10,000 fecal coliforms per 100 mL before disinfection, the product of the total chlorine residual used for design (expressed in mg/L) and the CT at peak hourly flow (expressed in minutes) shall be at least 40.

- For a reclaimed water or effluent containing greater than 10,000 fecal coliforms per 100 mL, before disinfection, the product of the total chlorine residual used for design (expressed in mg/L) and the CT at peak hourly flow (expressed in minutes) shall be at least 120.

The WRF was designed to at a CT of 40 at peak hourly flow. High-level disinfection criteria also require a total suspended solids (TSS) concentration of 5 mg/L or less in the reclaimed water.

The filter effluent turbidity, final effluent chlorine residual, and final effluent pH are monitored continuously. This monitoring system is located on top of the mixing chamber prior to the chlorine contact basins (Process 60). The turbidity analyzers receive a continuous measurement from a sample pump located in the influent to the Chlorine Contact Basin (Process 60). The chlorine residual analyzer and pH analyzer receive a continuous sample from a sample pump located in the effluent wet well (Process 75). The TSS and fecal coliform are monitored on a daily basis.

For more detailed information regarding sampling and monitoring refer to the O&M manual for the City of Leesburg Turnpike Wastewater Reclamation Facility.

4. Operating Protocol for Turbidity Monitoring

The total suspended solids (TSS) criterion for reclaimed water is 5 mg/L or less as specified in the FDEP operating permit for the WRF. Since the required analytical procedure for total suspended solids requires approximately 2 hours, continuous turbidity monitoring is only used as a surrogate indicator parameter. The operating protocol for turbidity monitoring at the WRF is as follows:

- The continuous turbidity analyzer located at the mixing chamber prior to the chlorine contact basins continuously monitors the effluent from the filtration process (Process 50). The sample pump provides continuous sample flow upstream of the disinfection point at the chlorine contact basins (Process 60). The continuous turbidity analyzer is a HACH TU5300sc unit with an HACH SC200 controller.

- Reclaimed water with a turbidity reading of less than 2.5 turbidity units (NTU) will be considered suitable for public access reuse.

- When the momentary turbidity reading reaches a value of 2.25 (+ or -) NTU an alarm will be issued. The intent of this alarm is to advise the operating staff that turbidity is approaching 2.5 NTU. The staff will acknowledge the alarm by making observations of treatment processes and equipment. Adjustments will be made as necessary to help prevent further increases in turbidity. Potential adjustments might include, putting additional filtration on-line, modifying filter backwash procedures, briefly stop cleaning weirs/structures until the turbidity has cleared, or adding polymer to the influent flow of the filters.

- Reclaimed water with a turbidity reading equal to or greater than 2.5 NTU may indicate declining treatment efficiency. If turbidity exceeds 2.5 NTU for a continuous period of 2 minutes then, the SCADA computer control system will automatically close and lock out the automatic valve (150-MV-1) to the reclaimed water effluent storage pond (Process 85) and open the automatic valve (150-MV-2) to the reject storage pond (Process 85).

- When a diversion of flow occurs to the reject storage pond (Process 85) the operator will investigate the cause.

    1. If the turbidity reading has dropped below 2.5 NTU (for example, this could happen if a clump of algae passed through the turbidity meter and adhered to the device for a short period of time), the diversion valves can be manually reset to direct reclaimed water to

the reclaimed effluent holding pond.

2. The operator will observe a grab sample of the filter effluent. If it appears to have a low turbidity (on the presumption of fouling or loss of calibration of the permanent turbidity analyzer), the operator will take a turbidity reading with a portable turbidity analyzer (Note: the operator must calibrate the portable turbidity analyzer prior to its use). If the reading with the portable turbidity analyzer unit is equal to or less than 2.5 NTU, the operator will clean the permanent turbidity analyzer. The operator will observe the turbidity readings over the next 15 minutes to verify that this was a momentary excursion, and then restore the diversion valves (150-MV-1 and 150-MV-2) to route reclaimed water into the reclaimed effluent holding pond (Process 85).

3. If the turbidity reading remains above 2.5 NTU, the operator will observe a grab sample of the filter effluent. If it appears to have a low turbidity, the operator will take a turbidity reading with a portable turbidity analyzer. If the reading with the portable unit is greater than 2.5 NTU, the operator will take a sample from the filter effluent for laboratory analysis of total suspended solids (TSS).

If the laboratory analysis shows that the TSS concentration is in compliance with the operating permit (less than or equal to 5 mg/L), then the operational staff may do the following:

- Resume flow to the reclaimed water system by manually resetting valves 150-MV-1 and 150-MV-2 (during attended hours of operation).
- Continue grab samples every 15 minutes of filter effluent for measurement of turbidity in a certified laboratory.
- Check the permanent turbidity analyzer, correct any malfunctions and recalibrate.
- Discontinue grab sampling when the turbidity measured by the analyzer corresponds to values measured in a certified laboratory.
- Place diversion valves 150-MV-1 and 150-MV-2 into automatic operation.

If the laboratory analysis shows that the TSS concentration is not in compliance with the operating permit, then the staff will do the following:

- Check or modify filter backwash operation and correct any malfunctions
- Check batch timers at the SBR process and correct any malfunctions
- Briefly stop cleaning weirs, or other upstream process equipment until the operation is in compliance,
- Add polymer to the influent flow of the filters, if necessary
- \Resume flow to the reclaimed water system if the turbidity and TSS concentrations are in compliance with the operating permit.

If the permanent turbidity analyzer fails to work, during hours of attended operation the staff can do the following when trying to maintain flow to the reclaimed water system:

- Check the turbidity using a calibrated portable turbidity meter or take grab samples every 15 minutes and analyze TSS in the laboratory.
- Resume flow to the reuse water system if the turbidity and the total suspended· · solids concentration is in compliance with the operating permit.
- Check the permanent turbidity analyzer, correct any malfunctions and recalibrate the analyzer.

The facility has a spare turbidity analyzer (HACH 1720E) along with a portable turbidity meter (HACH 2100Q) for use as part of the turbidity monitoring effort.

Figure 2 presents the monitoring and operation protocol for turbidity.

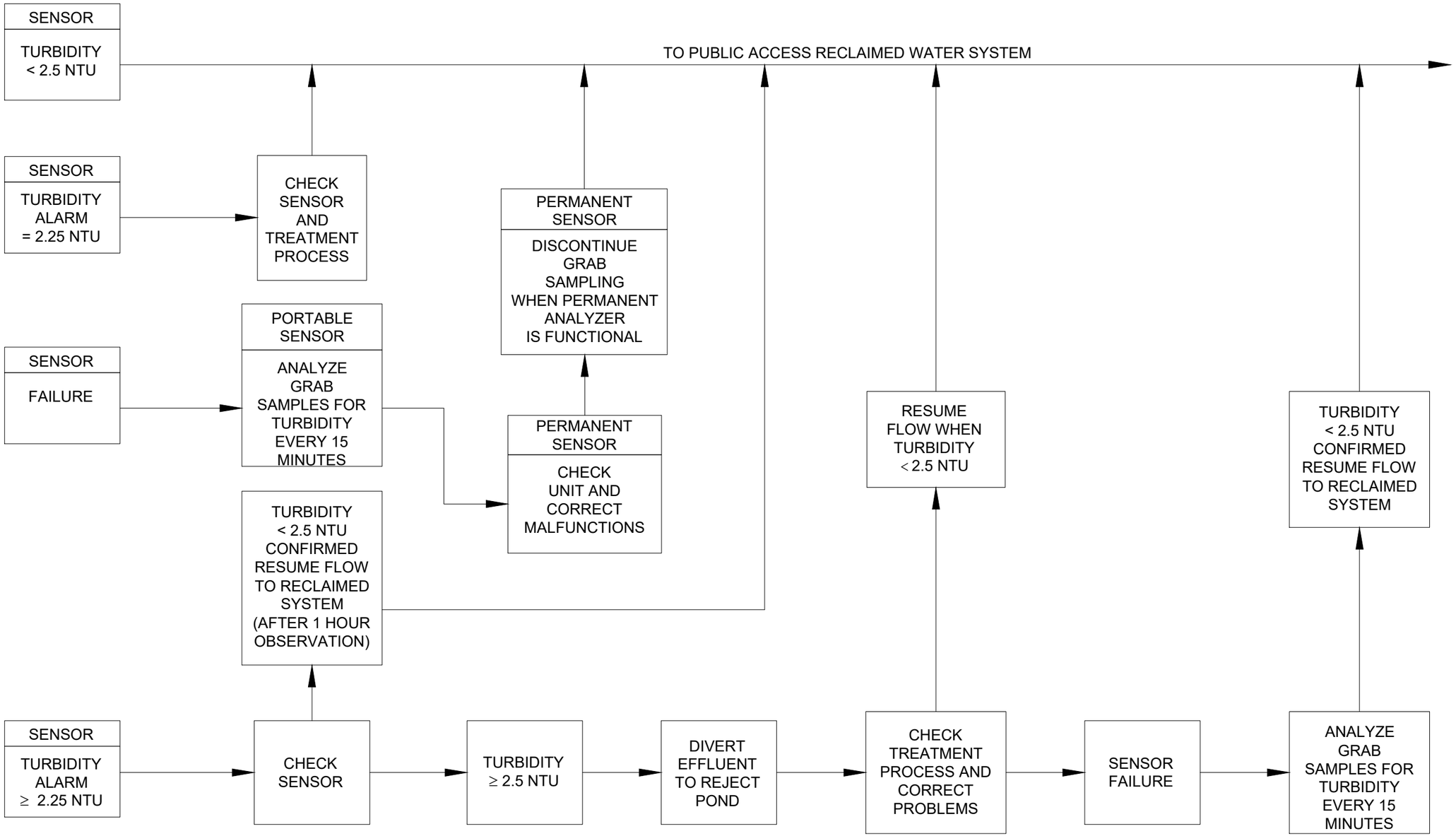


Figure No. 2
TURNPIKE WRF
OPERATING PROTOCOL FOR TURBIDITY
CITY OF LEESBURG

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A reject event may be due to a loss of power or control signal to the diversion valves (150-MV-1 and 150-MV-2). At this point, the valves will automatically modulate to reject all flows regardless of effluent quality at the facility. The valves will remain in this position until power and signal are restored and manual return to position by the operator.

Diversion of the flow into the reject storage pond (Process 85) for high turbidity shall be recorded in the Operation and Maintenance Log for the facility. If reclaimed water was not discharged to the reclaimed water system, no violation or noncompliance issue has occurred. There is no requirement to inform FDEP. A notation shall be placed on the Discharge Monitoring Report (DMR) (Part B) regarding this occurrence. However, if substandard water discharged to the reclaimed water system, the operator shall notify FDEP of the excursion by telephone. If required by FDEP, the operator shall prepare a follow-up letter.

Should the turbidity meter fail, the operator may initiate 15 minute samples for turbidity with the portable turbidity analyzer until the permanent turbidity analyzer is operating again.

Operation and Maintenance/Calibration of Turbidity Sensor and Analyzers

Plant operating staff will operate and maintain the analyzers as recommended by the manufacturer. The plant operator checks the turbidity analyzers once daily. Confirmation of daily readings of the turbidity analyzers can be performed by a grab sample analyzed by the City's laboratory or the portable turbidity meter (HACH 2100Q). The turbidity analyzer is checked daily and compared with manufacturer's bench scale. Once the unit drifts outside this bench scale, the unit is returned to the manufacturer for recalibration.

5. Operating Protocol for Chlorine Residual Monitoring

The fecal coliform criteria for public access reclaimed water are as follows (FDEP Chapter 62-600.440(5)(£), F.A.C.):

> To determine compliance with the high-level disinfection level, the following operational criteria (using membrane filter (MF) or equivalent most probable number (MPN) methods) are applicable.
>
> Slow-Rate Public Access, R-002
>
> 1. Fecal coliform samples shall be obtained as specified m Chapter 62-601, F.A.C. Over a 30 day period, 75 percent of the fecal coliform values shall be below the detection limits.
> 2. Any one sample shall not exceed 25 fecal coliform values per 100 mL of sample.
> 3. Any one sample shall not exceed 5.0 milligrams per liter of TSS at a point before application of the disinfection.

Daily fecal coliform tests are required (per FDEP Chapter 62-601.500(1), F.A.C.) for R-002. Since the analytical procedure for fecal coliform requires several days, continuous monitoring of total chlorine residual is used as a surrogate indicator parameter (in addition to the regulatory requirements of maintaining 1.0 mg/L for R-002 per FDEP Chapter 62-600.440(5)(b), F.A.C.).

The operating protocol for total chlorine residual monitoring at the WRF is as follows:

- The combined effluent from each of the chlorine contact basins is continuously monitored by a total chlorine residual analyzer. This data will be used to establish the operating protocol. The continuous total chlorine residual analyzer is the HACH CL17 unit. pH is measured at the same location using the HACH pHD probe with a HACH SC200 controller.
- Reclaimed water with a chlorine residual reading of 1.5 mg/L or greater is considered suitable for reuse and in compliance with the WRF's operating permit.
- When the total chlorine residual reaches a value of 1.8 mg/L (+ or-), an alarm will be issued to the operational staff by the SCADA computer control system. The intent of this alarm is to advise the operating staff that the total chlorine residual of the reclaimed water at the plant is approaching the limit of 1.5 mg/L. The staff will acknowledge the alarm by making observations of treatment processes and equipment. The operator will make

adjustments as necessary to help prevent a decline in total chlorine residual below the limit of 1.5 mg/L.

- Reclaimed water with a momentary (less than 1 minute duration) total chlorine residual reading of less than 1.5 mg/L indicates declining treatment efficiency. At this point, the SCADA system will automatically close and lock out the automatic valve (150-MV-1) to the reclaimed water system and open the automatic valve (150-MV-2) to the reject water pond.
- The operator will take a sample of reclaimed water for analysis of total chlorine residual using a test kit.
- Operational staff should review trends of fecal coliform levels in the reclaimed water.

If the analysis shows that total chlorine residual in the effluent is in compliance with the operating permit, then the operating staff will do the following:

- Resume flow to the reclaimed water system by manually resetting valves 150-MV-1 and 150-MV-2 (during attended hours of operation).
- Continue grab samples every 15 minutes to measure total chlorine residual using a test kit while discharging to the reclaimed water system.
- Check the total chlorine residual analyzer, correct any malfunctions and recalibrate the analyzer.
- Discontinue grab sampling when the total chlorine residual measured by the analyzer corresponds to values measured by the test kit.
- Place valves 150-MV-1 and 150-MV-2 into automatic operation.

If the analysis shows that the total chlorine residual levels are <u>not</u> in compliance with the criteria outlined in the WRF's operating permit, then the staff will do the following:

- Check disinfection feed system and correct any malfunctions.
- Continue grab sample every 15 minutes to measure total chlorine residual using a test kit.
- Resume flow to the reclaimed water system when total chlorine residual is in compliance with the operating permit.

If the permanent chlorine residual analyzer fails to work, during hours of attended operation the staff can do the following:

- Check the chlorine residual analyzer using a calibrated portable residual analyzer or take grab samples every 15 minutes and laboratory check chlorine residual when effluent is discharging to the reclaimed water system.
- Resume flow to the reclaimed water system if the chlorine residual concentration is in compliance with the operating permit.
- Check the permanent chlorine residual analyzer, correct any malfunctions and recalibrate the analyzer.

Figure 3 presents the operating protocol for total chlorine residual.

A reject event may be due to a loss of power or control signal to the diversion valves (150-MV-1 and 150-MV-2). At this point, the valves will automatically modulate to reject all flows regardless of effluent quality at the facility. The valves will remain in this position until power and signal are restored and manual return to position by the operator.

Diversion of the flow into the reject storage pond (Process 85) for low chlorine residual shall be recorded in the Operation and Maintenance Log for the facility.

If reclaimed water was not discharged to the reclaimed water system, no violation or noncompliance issue has occurred. There is no requirement to inform the FDEP. A notation shall be placed on the DMR (Part B) regarding this occurrence. However, if substandard water is discharged to the reclaimed water system, the operator shall notify the FDEP of the excursion by telephone. If required by FDEP, the operator shall prepare a follow-up letter.

If the chlorine residual analyzer fails, the operator must initiate sampling every 15 minutes of chlorine residual until the analyzers are functional again when effluent is discharging.

The facility has a spare meters and laboratory bench meters as follows:

For chlorine:

- HACH DR 890
- HACH pocketchlorimeter

For pH:

- HACH Sension 1
- Oakton pH testr-30

The above spare meters are for use as part of the chlorine and pH monitoring effort.

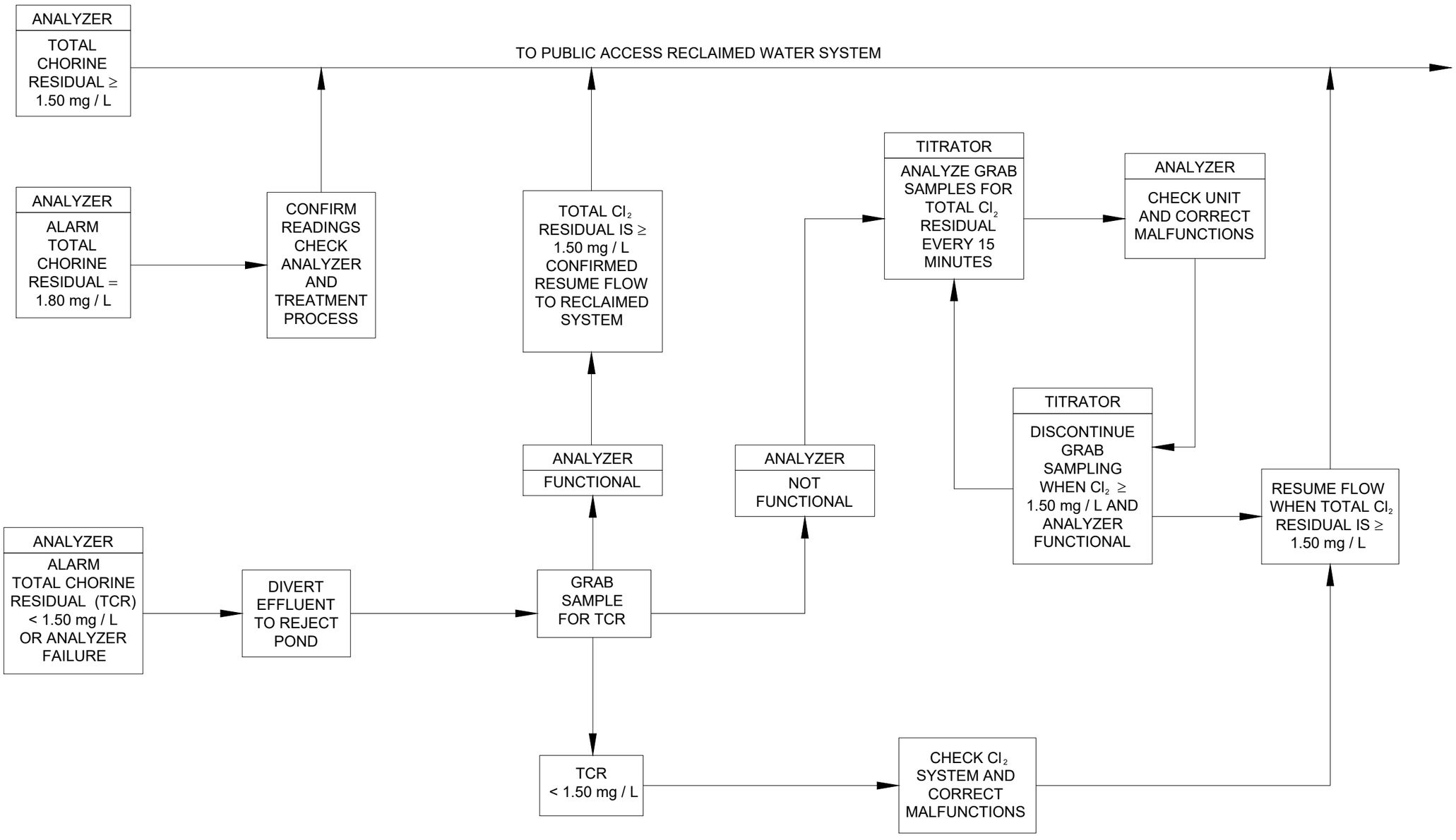

Figure No. 3
OPERATING PROTOCOL
FOR CHLORINE RESIDUAL
CITY OF LEESBURG TURNPIKE WRF REUSE SYSTEM

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6. Unattended Hours

Operator procedures prior to leaving the plant site:

1. Make complete walk through all of the plant structures and make sure all equipment is operating normally.

2. Check chlorine residual, TSS, and pH to make sure readings are correct.

3. Check to make sure plant alarm system and auto dialer are in operation.

4. Confirm diversion valves (150-MV-l and 150-MV-2) are set to correct operating position.

Operator procedures upon returning to the plant site:

I. Check computer trends for abnormal readings.

2. Make complete walk through all of the plant structures and make sure all equipment is operating normally.

3. Check chlorine residual, TSS, and pH to make sure readings are correct.

4. Check diversion valves (150-MV-l and 150-MV-2) are set to correct operating position.

City of Leesburg
Canal Street Wastewater Treatment Facility

REUSE MONITORING AND OPERATING PROTOCOL

Draft Date: January 2009
Revision Date: February 2015

REUSE MONITORING AND OPERATING PROTOCOL

1. Introduction

The purpose of the monitoring and operating protocol is to reduce the possibility of the use of substandard reclaimed water for irrigation in areas that have public access. Substandard reclaimed water is defined as reclaimed water that is not in compliance with the total chlorine residual and total suspended solids (TSS) regulations specified in the Wastewater Treatment Facility's FDEP operating permit. The protocol contains procedures to be followed by operational staff when substandard reclaimed water is detected. A monitoring and operating protocol is required for water reclamation plants by the Florida Department of Environmental Protection (FDEP) under Rule 62-610.463, Florida Administrative Code (F.A.C.). The FDEP requires the Protocol to be reviewed and updated at least once each year.

2. Process Schematic

The City of Leesburg Canal Street Wastewater Treatment Facility (WWTF) is designed to treat an average daily flow (ADF) of 3.5 million gallons per day (mgd). Raw wastewater is both gravity fed and pumped from offsite lift stations to the preliminary treatment structure. The raw wastewater enters the preliminary treatment structure (Process 10) for fine screening and grit removal. After the preliminary treatment structure, the influent pumping station (Process 20) pumps wastewater to the biological treatment process. Secondary treatment consists of a mechanically aerated activated sludge process with mixed liquor suspended solids (MLSS) return sludge pumps, and secondary clarifiers (Process 40). After secondary treatment, the water passes through cloth disk filters (Process 50), rapid mixers and chlorine contact tanks (Process 60) to an effluent transfer pump station (Process 75). At this pump station the effluent is either pumped to the ground storage tank or overflows by gravity to a lined reject holding pond. From the ground storage tank (Process 85) reclaimed quality water is discharged to the City's reclaimed customers where excess flows to the North Land Treatment Site (NLTS) Figure 1 is a schematic diagram of the effluent flows and monitoring system at the WWTF.

When effluent fails to meet the necessary criteria for use as reclaimed water (see additional description of criteria following this section); reject reclaimed water from the chlorine contact tank flows to the lined reject holding pond. The diversion of the reject water occurs when the transfer pumps automatically shut down. A reject pump station then transfers the reject water to the aeration junction box for re-treatment.

PUBLIC ACCESS RECLAIMED WATER
MONITORING AND OPERATING PROTOCOL
SCHEMATIC DIAGRAM OF EFFLUENT MONITORING SYSTEM

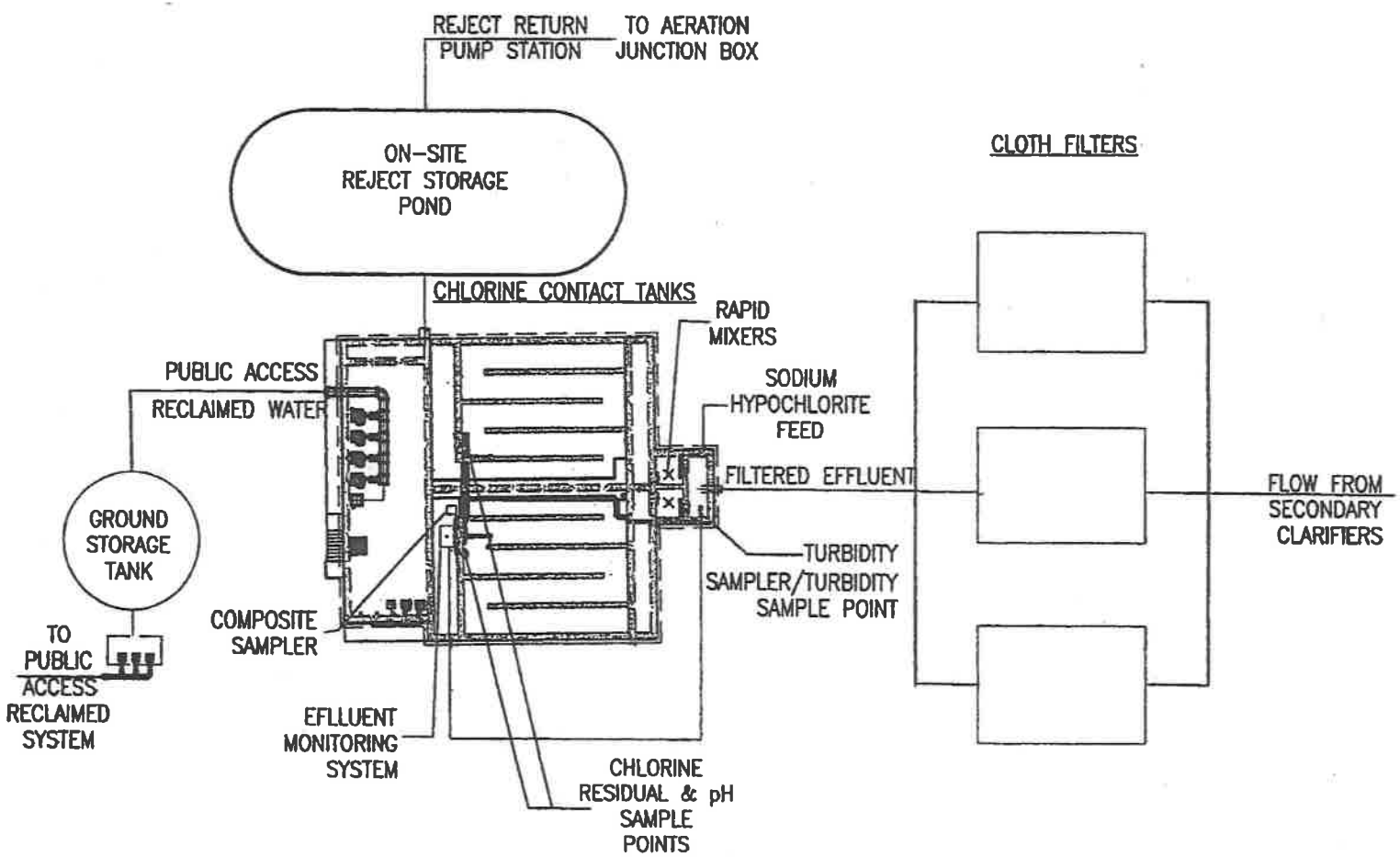


FIGURE 1	BEC PROJECT NO. 15628.06	CITY OF LEESBURG CANAL STREET WWTF REUSE MONITORING AND OPERATING PROTOCOL	BOYLE

3. Chlorine Contact Tanks

Bacteria in wastewater can cause diseases such as cholera, dysentery, typhoid, and tuberculosis. Viruses in wastewater can cause such diseases as polio and hepatitis. Disease-causing microorganisms can cause health problems. As a result, reclaimed water is disinfected with chlorine to prevent the spread of these disease-causing microorganisms.

At the WWTF, sodium hypochlorite is used to disinfect the reclaimed water supply. Sodium hypochlorite is added to the reclaimed water prior to entrance into the chlorine contact tanks. The tanks provide an appropriate "reaction time" for disinfection to occur. The chemical reactions are described in Section 2.10 of the Operations and Maintenance Manual.

The effectiveness of a disinfection process is measured by the presence or absence of fecal coliforms, which are part of the coliform bacteria group. Coliform organisms are hardier to inactivate than most disease causing organisms. For this reason, the absence of fecal coliform bacteria is used to indicate that other disease causing organisms are also inactive. The presence of fecal coliform bacteria indicates that disease-causing bacteria may be present in the effluent.

Testing for the presence of fecal coliforms, however, requires two days to complete. As a result, to continually measure the effectiveness of a disinfection process, another method must be used. According to Chapter 62-610, high level disinfection should produce an effluent with no detectable fecal coliforms. A minimum chlorine residual of 1.0 mg/L should be attained following high level disinfection. The required detention time in the chlorine contact tank is reliant on the concentration of fecal coliforms in the influent to the disinfection process. The State's regulatory criteria are summarized below:

- For a reclaimed water or effluent containing 1,000 fecal coliforms, or less, per 100 mL before disinfection, the product of the total chlorine residual used for design (expressed in mg/L) and the contact time (CT) at peak hourly flow (expressed in minutes) shall be at least 25.

- For a reclaimed water or effluent containing greater than 1,000 and up to and including 10,000 fecal coliforms per 100 mL before disinfection, the product of the total chlorine residual used for design (expressed in mg/L) and the CT at peak hourly flow (expressed in minutes) shall be at least 40.

- For a reclaimed water or effluent containing greater than 10,000 fecal coliforms per 100 mL, before disinfection, the product of the total chlorine residual used for design (expressed in mg/L) and the CT at peak hourly flow (expressed in minutes) shall be at least 120.

The chlorine contact tank's detention time must be at least 25 minutes at peak hour flow. A chlorine residual of 1.0 mg/L must be provided to produce CT value of 25. Current fecal coliform count provided by the City (7/2008) indicated less than 1000 fecal coliforms per 100 mL.

High-level disinfection criteria also require a total suspended solids (TSS) concentration of 5 mg/L or less in the reclaimed water. The WWTF was designed to produce an effluent that has a total chlorine residual of 1.0 mg/L or greater following the appropriate contact time.

The filter effluent turbidity, final effluent chlorine residual and final effluent pH are monitored continuously. This monitoring system is located on top of the effluent transfer pump station (Process 75) within a fiberglass enclosure. The turbidity analyzers receive a continuous sample from a sample pump located in the effluent channel of the filters. The chlorine residual analyzers and pH analyzers receive a continuous sample from a sample pump located in the effluent of each chlorine contact tank (Process 60).

4. Operating Protocol for Turbidity Monitoring

The total suspended solids (TSS) criterion for reclaimed water is 5 mg/L or less as specified in the FDEP operating permit for the WWTF. Since the required analytical procedure for total suspended solids requires approximately 2 hours, continuous turbidity monitoring is used only as a surrogate indicator parameter. The operating protocol for turbidity monitoring at the WWTF is as follows:

- The automatic turbidity analyzer located at the effluent transfer pump station continuously monitors the effluent from the filtration process. The sample pump provides continuous sample flow upstream of the disinfection point at the chlorine contact tank.

- Reclaimed water with a turbidity reading of less than 3.0 turbidity units will be considered suitable for public access reuse.

- When the momentary turbidity reading reaches a value of 2.75 units (+ or -) an alarm will be issued. The intent of this alarm is to advise the operating staff that turbidity is approaching 3.0 units. The staff will acknowledge the alarm by making observations of treatment processes and equipment. Adjustments will be made as necessary to help prevent further

increases in turbidity. Potential adjustments might include, putting additional filtration on-line, modifying filter backwash procedures, briefly stop cleaning weirs until the turbidity has cleared, or adding polymer to the influent flow of the filters.

- Reclaimed water with a turbidity reading equal to or greater than 3.0 turbidity units may indicate declining treatment efficiency. If turbidity exceeds 3.0 NTU for a continuous period of 1 minute then, the SCADA computer control system will automatically shut down the effluent transfer pump station (Process 75) to the public access reuse water system. The effluent is then directed by gravity to the lined reject holding pond (Process 70).

- When a diversion of flow occurs to the reject pond (Process 70), the operator will investigate the cause.

  1. If the turbidity reading has dropped below 3.0 turbidity units (for example, this could happen if a clump of algae passed through the turbidity meter and adhered to the device for a short period of time), the transfer pumps can be manually reset to pump reclaimed water to the public access reuse water system.

  2. The operator will observe a grab sample of the filter effluent. If it appears to have a low turbidity (on the presumption of fouling or loss of calibration of the permanent turbidity analyzer), the operator will take a turbidity reading with a portable turbidity analyzer (Note: the operator must calibrate the portable turbidity analyzer prior to its use). If the reading with the portable turbidity analyzer unit is equal to or less than 3.0 turbidity units, the operator will clean the permanent turbidity analyzer. The operator will observe the turbidity readings over the next 15 minutes to verify that this was a momentary excursion, and then restore the effluent transfer pumps to route reclaimed water into the public access reuse water system.

  3. If the turbidity reading remains above 3.0 turbidity units, the operator will observe a grab sample of the filter effluent. If it appears to have a low turbidity, the operator will take a turbidity reading with a portable turbidity analyzer. If the reading with the portable unit is greater than 3.0 turbidity units, the operator will take a sample from the filter effluent for laboratory analysis of total suspended solids (TSS).

  If the laboratory analysis shows that the TSS concentration is in compliance with the operating permit (less than or equal to 5 mg/L), then the operational staff will do the following:

- Resume flow to the reuse water system by manually resetting the effluent transfer pumps 75-P-1, 75-P-2, 70-P-3 and 75-P-4 (during attended hours of operation).
- Continue grab samples every 15 minutes of filter effluent for measurement of TSS/ turbidity in the laboratory.
- Check the permanent turbidity analyzer, correct any malfunctions and recalibrate the analyzer.
- Discontinue grab sampling when the turbidity measured by the analyzer corresponds to values measured in the laboratory.
- Place effluent transfer pumps (75-P-1, 75-P-2, 75-P-3 and 75-P-4) into automatic operation.

If the laboratory analysis shows that the TSS concentration is <u>not</u> in compliance with the operating permit, then the staff will do the following:

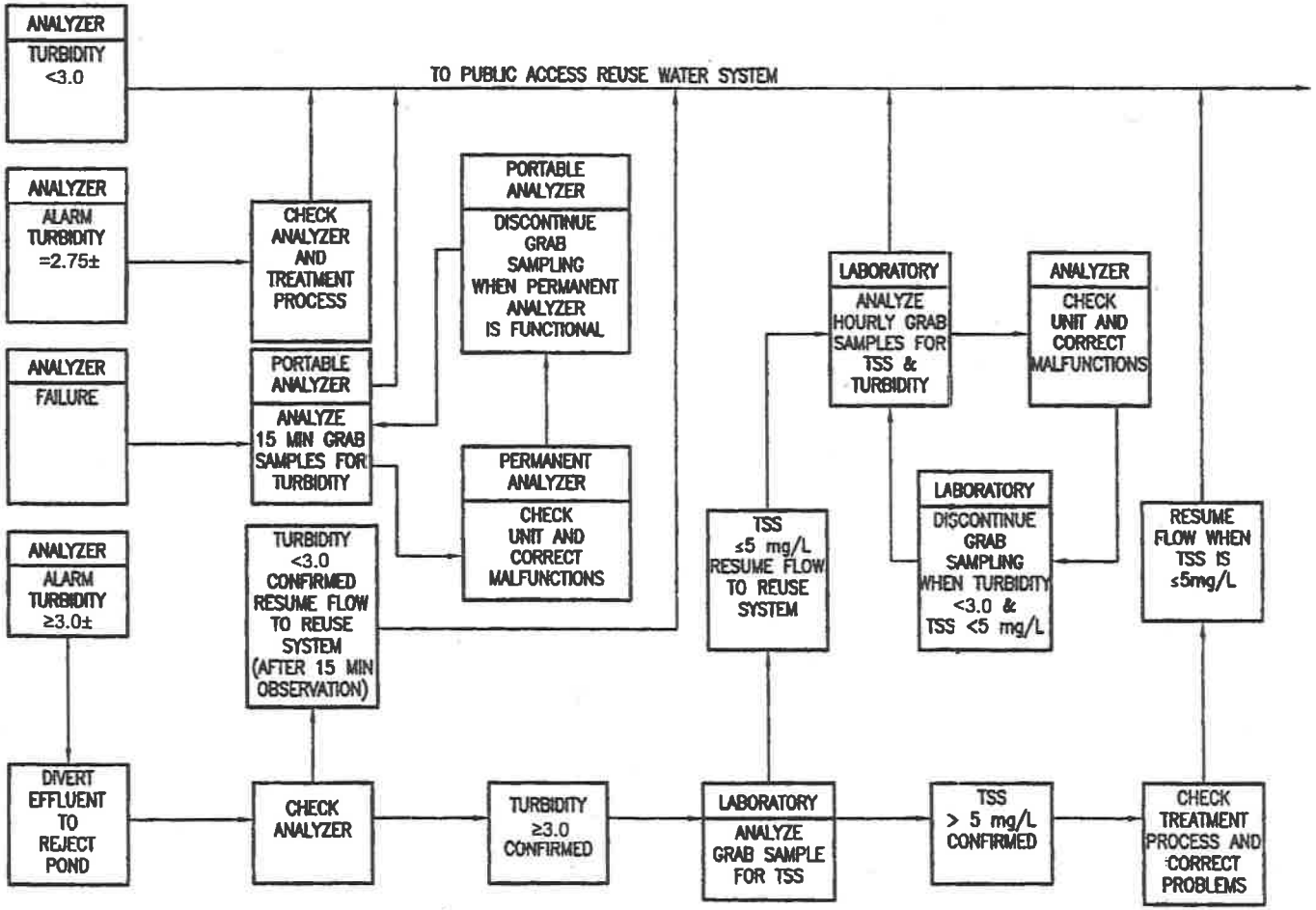
- Check treatment processes and correct any problems.
- Resume flow to the reuse water system if the turbidity and the total suspended solids concentration is in compliance with the operating permit.

If the permanent turbidity analyzer fails to work, during hours of attended operation the staff can do the following:

- Check the turbidity using a calibrated portable turbidity meter or take grab samples every 15 minutes and analyze TSS in the labratory.
- Resume flow to the reuse water system if the turbidity and the total suspended solids concentration is in compliance with the operating permit.
- Check the permanent turbidity analyzer, correct any malfunctions and recalibrate the analyzer.

Figure 2 presents the monitoring and operation protocol for turbidity.

PUBLIC ACCESS REUSE WATER
MONITORING AND OPERATING PROTOCOL
TURBIDITY
CITY OF LEESBURG CANAL STREET REUSE SYSTEM



Rev. 4/3/2015

FIGURE 2	BEC PROJECT NO. 15628.06	CITY OF LEESBURG CANAL STREET WWTF REUSE MONITORING AND OPERATING PROTOCOL	BOYLE

Diversion of the flow into the on-site reject holding pond for high turbidity shall be recorded in the Operation and Maintenance Log for the facility.

If reclaimed water was not discharged to the public access reuse water system, no violation or noncompliance issue has occurred. There is no requirement to inform the FDEP. A notation shall be placed on the DMR (Part B) regarding this occurrence. However, if substandard water is discharged to the public access reuse water system, the operator shall notify the FDEP of the excursion by telephone. If required by the FDEP, the operator shall prepare a follow-up letter.

Should the turbidity meter fail, the operator shall initiate samples every 15 minutes for turbidity with the portable turbidity analyzer until the permanent turbidity analyzer is operating again.

Operation and Maintenance/Calibration of Turbidity Analyzers

Plant operating staff will operate and maintain the analyzers as recommended by the manufacturer. The plant operator checks the turbidity analyzers once daily by use of a calibrated bench meter from secondary standards. The turbidity analyzers must be calibrated every 30 days (or sooner if values reported drift from anticipated/normal) by the plant operator. The standards must be checked quarterly by the laboratory and a certificate prepared for documentation.

5. Operating Protocol for Chlorine Residual Monitoring

The fecal coliform criteria for reclaimed water are as follows (FDEP Chapter 62-600.440(5)(f), F.A.C.):

> To determine compliance with the high-level disinfection level, the following operational criteria (using MF or equivalent MPN methods) shall be applicable.
>
> 1. Fecal coliform samples shall be obtained as specified in Chapter 62-601, F.A.C. Over a 30 day period, 75 percent of the fecal coliform values shall be below the detection limits.
> 2. Any one sample shall not exceed 25 fecal coliform values per 100 mL of sample.
> 3. Any one sample shall not exceed 5.0 milligrams per liter of TSS at a point before application of the disinfection.

Daily fecal coliform tests are required (per FDEP Chapter 62-601.500(1), F.A.C.). Since the analytical procedure for fecal coliform requires several days, continuous monitoring of total chlorine residual is used as a surrogate indicator parameter (in addition to the regulatory requirements of maintaining 1.0 mg/L per FDEP Chapter 62-600.440(5)(b), F.A.C.).

The operating protocol for total chlorine residual monitoring at the WWTF is as follows:

- The effluent from each of the chlorine contact tanks is continuously monitored by a total chlorine residual analyzer. This data will be used to establish the operating protocol.
- Reclaimed water with a chlorine residual reading of 1.6 mg/L or greater is considered suitable for public access reuse and in compliance with the WWTF's operating permit.
- When the total chlorine residual reaches a value of 1.9 mg/L (+ or -), an alarm will be issued to the operational staff by the SCADA computer control system. The intent of this alarm is to advise the operating staff that the total chlorine residual of the reclaimed water at the plant is approaching the limit of 1.6 mg/L. The staff will acknowledge the alarm by making observations of treatment processes and equipment. The operator will make adjustments as necessary to help prevent a decline in total chlorine residual below the limit of 1.6 mg/L.
- Reclaimed water with a momentary (less than 1 minute duration) total chlorine residual reading of less than 1.6 mg/L indicates declining treatment efficiency. At this point, the SCADA system will automatically shut down the effluent transfer pump station (Process 75) to the reuse water system and the substandard effluent will overflow to the reject holding pond (Process 70).
- The operator will take a sample of reclaimed water for analysis of total chlorine residual using a test kit.
- Operational staff should review trends of fecal coliform levels in the reclaimed water.

If the analysis shows that total chlorine residual in the effluent is in compliance with the operating permit, then the operating staff will do the following:

- Resume flow to the public access reuse water system by manually resetting the effluent transfer pumps (during attended hours of operation).
- Continue grab samples every 15 minutes to measure total chlorine residual using a test kit.

- Check the total chlorine residual analyzer, correct any malfunctions and recalibrate the analyzer.
- Discontinue grab sampling when the total chlorine residual measured by the analyzer corresponds to values measured by the test kit.
- Place effluent transfer pumps (75-P-1, 75-P-2, 75-P-3, and 75-P-4) into automatic operation.

If the laboratory analysis shows that the total chlorine residual levels are not in compliance with the criteria outlined in the WWTF's operating permit, then the staff will do the following:

- Check sodium hypochlorite system and correct any malfunctions.
- Resume flow to the public access reuse water system when total chlorine residual is in compliance with the operating permit.

If the permanent chlorine residual analyzer fails to work, during hours of attended operation the staff can do the following:

- Check the chlorine residual analyzer using a calibrated portable residual analyzer or take grab samples every 15 minutes and laboratory check chlorine residual.
- Resume flow to the public access reuse water system if the chlorine residual concentration is in compliance with the operating permit.
- Check the permanent chlorine residual analyzer, correct any malfunctions and recalibrate the analyzer.

Figure 3 presents the operating protocol for total chlorine residual.

Diversion of the flow into the on-site lined reject ponds for low chlorine residual shall be recorded in the Operation and Maintenance Log for the facility.

If reclaimed water was not discharged to the public access reuse water system, no violation or noncompliance issue has occurred. There is no requirement to inform the FDEP. A notation shall be placed on the DMR (Part B) regarding this occurrence. However, if substandard water is discharged to the public access reuse water system, the operator shall notify the FDEP of the excursion by telephone. If required by the FDEP, the operator shall prepare a follow-up letter.

If the chlorine residual analyzer fails, the operator must initiate sampling every 15 minutes of chlorine residual until the analyzers are functional again.

PUBLIC ACCESS REUSE WATER
MONITORING AND OPERATING PROTOCOL
TOTAL CHORINE RESIDUAL
CITY OF LEESBURG CANAL STREET REUSE SYSTEM

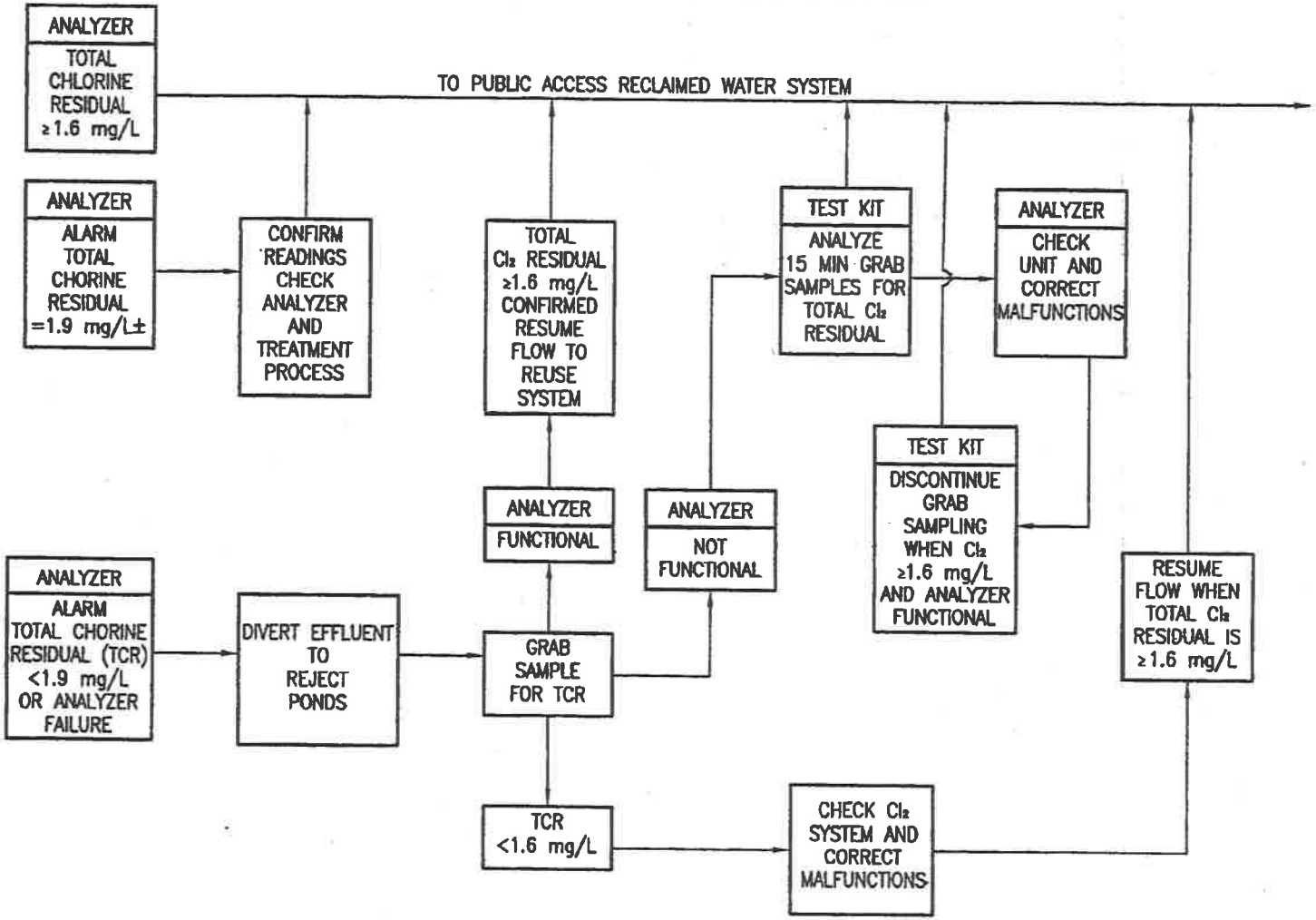


FIGURE 3

BEC PROJECT NO. 15628.06

CITY OF LEESBURG CANAL STREET WWTF
REUSE MONITORING AND OPERATING PROTOCOL

BOYLE

Operation and Maintenance/Calibration of Total Chlorine Residual Analyzer

Plant operating staff will operate and maintain the analyzers as recommended by the manufacturer including a daily operational check. The plant operator checks the chlorine residual analyzers once daily. The chlorine residual analyzers must be calibrated every 30 days by the plant operator (or sooner if values reported drift from anticipated/normal). A certificate must be prepared for documentation of the standards check as well as the instrument calibration.

6. Monitoring and Operating Protocol Update

Under the FDEP permit, the monitoring and operating protocol for the WWTF will need to be evaluated and modified periodically based on actual plant operational experience and with each permit application. Any modifications to the monitoring and operating protocol for the WWTF must be submitted to the Central District office of FDEP for review prior to implementation.

Ideally, TSS test results and turbidity data should be compared to identify a correlation between TSS and turbidity readings for the WWTF. Also, fecal coliform test data should be compared to chlorine residual concentrations to identify a correlation between those two parameters. It may prove necessary to maintain a total chlorine residual greater than 1.0 mg/L to reduce the fecal coliform to the non-detectable limits.

7. Unattended Hours/Shift Changes

The WWTF is required to be manned 16 hours/day, 7 days/week by a certified operator class "C" or higher as required initially by the FDEP permit. This facility is also monitored 24 hours per day by a computer. The City provides staffing 24 hours/day, 7 days/week by an operator. The SCADA system and facility personnel monitors all reject conditions. Attending staff manually notify "stand-by or additional personnel".

Operator procedures prior to leaving the plant site:

1. Make complete walk through all of the plant structures and make sure all equipment is operating normally.
2. Check chlorine residual, turbidity and pH to make sure readings are correct.
3. Check to make sure plant alarm system and auto dialer are in operation.

8. Emergency Conditions

During an adverse plant upset, the substandard reclaimed water will be directed to the reject pond. The reject pond is sized for one day of storage, 3.5 mgd average daily flow. In the case of an extreme event, the facility may use the existing vertical turbine pumps at the reject return pump station (Process 70) to discharge the substandard water to the North Land Treatment Site (NLTS). This will keep the ground storage and reclaimed water pumps (Process 85) from being contaminated with substandard water quality. In order for this event to occur the following steps must be followed:

- Shut down the pumps at the reclaimed water pump station (Process 85).
- Close all valves to the reuse customers from the main 20-inch distribution pipe for isolation.
- Start the vertical turbine pumps at the reject pump station to send the substandard water to the NLTS.

When the effluent quality returns public access standards the reclaimed water can return to the normal discharge routine with the following steps:

- Shut down the vertical turbine pumps at the reject return pump station (Process 70).
- Start the reclaimed water pumps (Process 85) to discharge into the main transmission to the NLTS.
- Flush the 20-inch main for an 8 hour period at 2500 gpm minimum continuously. Higher flow rates will reduce the time proportionally (minimum volume is 1.2 mg). This duration at this flow rate will flush all substandard effluent water to the NLTS.
- Once flushing is complete open the isolation valves to the public access reuse customers.

EXHIBIT C

DEVELOPMENT AGREEMENT FOR THE PROVISION OF PUBLIC FACILITIES

EXHIBIT "C"

THE VILLAGES LAND COMPANY, LLC DEVELOPMENT AGREEMENT
PUBLIC FACILITIES

THIS DEVELOPMENT AGREEMENT FOR THE PROVISION OF PUBLIC FACILITIES ("Agreement") is entered into this 8th day of October, 2018 ("Effective Date") by and between **The Villages Land Company, LLC**, a Florida limited liability company, (hereinafter referred to as "VLC" and sometimes as "Developer"), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the **City of Leesburg**, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as "City" or "Leesburg"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

RECITALS

A. VLC and the City have executed that certain agreement between the Parties dated May 8, 2017, as has been amended, to purchase land owned by the City located at County Road 470 and the Florida Turnpike interchange that are included within the land generally described and depicted on **EXHIBIT 1** attached hereto and fully incorporated herein (said land hereinafter referred to as the "Property"), portions of which had been zoned or designated by the City as Technology/Business Park; and

B. The Villages of Lake-Sumter, Inc. has served as the developer of the Villages of Sumter Development of Regional Impact ("DRI"), the Villages of Marion, the Tri-County Villages DRI, the Villages of Fruitland Park DRI and the Villages of Wildwood DRI, together commonly known and referred to as "The Villages"; and

C. The Villages has been developed as a self-contained age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

D. The Villages has developed into a well-designed community with a population of over 100,000 with significant recreational opportunities on site and approximately 6 million square feet of non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

E. The properties within the existing portions of The Villages are proceeding to build-out; and

F. VLC also owns a 241 acre parcel, located to the south of the City's property subject to the agreement referenced in A above, that is included within the land generally described and depicted in **EXHIBIT 1** and shall be included in and is subject to this Agreement; and

G. VLC or another entity affiliated with The Villages of Lake-Sumter, Inc. seeks to develop the Property which is tentatively referred to as The Villages of West Lake (such development hereinafter referred to as the "Property" or the "Project"); and

H. In accordance with an application submitted VLC, Leesburg adopted an amendment to the City future land use map to designate the Property as Age Restricted Development ("ARD") to provide for a mixed-use age restricted community consistent with the historical development of The Villages; and

I. VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

J. The Property depicted and described in **EXHIBIT 1** is currently owned by VLC and the City (such City-owned property being subject to purchase by VLC under the agreement referenced in A above), may, in whole or part, in the future be transferred to another entity or subdivided and sold; and

K. This Agreement provides a format or template for long-term certainty and predictability of VLC's development endeavors and a process for working with the City for the provision of utilities and infrastructure within the Property. VLC or another entity affiliated with The Villages of Lake-Sumter, Inc. may acquire additional property within south Leesburg in the future and the Parties contemplate that this Agreement may be amended to encompass any such VLC – later acquired property ; and

L. The City and VLC agree that a term of thirty (30) years is sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act, as set out in Section 163.3229, Florida Statutes; and

M. Sections 163.3220-163.3243, Florida Statutes, authorize local governments and developers to enter into certain types of development agreements with long duration of up to thirty (30) years to provide certainty to both Parties in terms of current and future process and entitlements under such statutes; and

N. While development plans for the Project are currently only conceptual, it is important to both Parties to: (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) provide assurances that VLC will be able to retain for the life of this Agreement certain development rights as identified herein; and

O. Developing the Property on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

P. The Property is planned to be integrated over time into The Villages, but will not be a DRI; and

Q. This Agreement provides a binding template much like a DRI Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing, and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

R. Leesburg and VLC wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

S. VLC and the City executed that certain The Villages Land Company, LLC Development Agreement, dated February 13, 2018 (the "Development Agreement"), which governs various matters related to the Property, including land use and development rights, transportation, and general requirements and design criteria; and

T. The Development Agreement provided that the provision of public facilities will be addressed in a separate development agreement with the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties hereto agree as follows:

I. PURPOSE, AUTHORITY, LEGAL DESCRIPTION; FRANCHISE

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is to ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The Property subject to this Agreement is shown by the location map, sketch, and legal description that is attached as **EXHIBIT 1**, and incorporated herein.

II. RECLAIMED WATER. The City's wastewater treatment plants' generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or an affiliated private utility, will provide irrigation water service to the Property through a separate grant of a franchise for such service. The City agrees to supply VLC, through its affiliate SSU or SEWWCA, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in II.A. up to a maximum of 6.50 MGD on an annual average daily flow basis ("AADF") to supply such irrigation water to its customers for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section II of this Agreement, the term VLC shall include its affiliated private utility companies SSU or SEWWCA, unless the context of that term would indicate otherwise.

(A) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis ("MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 6.50 MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, and such action may result in the amount supplied to VLC to exceed 6.50 MGD AADF. Reclaimed water generated from the City's WWTPs above a total capacity of 6.5 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 6.50 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 2.5 MGD at the City's Canal Street WWTP or 4.0 MGD at the City's Turnpike WWTP shall require: (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

1) Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive reclaimed water into the North Pond (see **EXHIBIT 2**) and/or other VLC basins as

they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

a. Annual Flow to VLC (AADF) During Wet Weather Period:

The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 8.0 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

b. Maximum Month Flow to VLC (MADF) During Wet Weather Period:

The most recent monthly average daily flow to all City WWTPs up to a maximum of 8.0 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than 1 month in any 12 month period.

c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD.

2) In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days.During months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculations of Section II (A) 1).

3) The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 6.50 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections II and II(A) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the

delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

4) Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

(a) The City shall reimburse VLC on exceedances of both AADF and MMADF basis an amount equal to the result of the formula of:

i. Average Annual Daily Flow Basis (AADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. City shall provide separate records of all discharges during the Wet Weather Event.

(b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

5) The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South sprayfield, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by FDEP permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

6) The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections II and II(A) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

(B) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the SSU/SEWWCA ponds or the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the Florida Department of Environmental Protection, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street Wastewater Treatment Plant ("WWTP") to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be

responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

(C) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 3.** The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the SSU/SEWWCA Reuse Pond 1, and VLC agrees to operate the Reclaimed Water storage and distribution system in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to SSU/SEWWCA. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section II (A) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to SSU/SEWWCA that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue nogotiations with the regulatory agency to minimize the potential for a fine to be assessedAlternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 8.0 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, generally depicted on EXHIBIT 2, or through other means such as deep injection wells, rapid infiltration basin or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

(D) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray Field can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(E) North Spray Field Decommission. Prior to January 1, 2019, the City shall use its best efforts to deliver to VLC documentation from the Florida Department of Environmental Protection that demonstrates, to the satisfaction of VLC, that the North Spray Field has satisfied all applicable regulatory requirements for closure, that any and all permits have been terminated, institutional or engineering controls affecting all or any portion of the Property are not required and that the Property can be developed by VLC as contemplated in this Agreement without restriction or limitation because of its prior use as an effluent disposal site. Monitoring well abandonment shall commence only if the Florida Department of Environmental Protection has released the monitoring wells from all future monitoring. The VLC shall, at the City's expense, decommission the North Spray Field, including any associated surface water discharges, and all associated components located in, on, above or below the Property, including removal of all main lines, service lines, valves, irrigation risers, irrigation pedestals, irrigation heads, and abandonment of all associated monitoring wells, and shall satisfy all governmental permit and other regulatory requirements in which to close, without conditions, including institutional or engineering controls, so as to allow the redevelopment of the Property as contemplated by VLC. The City shall reimburse VLC for all costs, including fees, expenses or charges, associated with decommissioning of the City's North Spray Field as provided above (the "Spray Field Decommissioning Costs"). The City shall pay VLC such Spray Field Decommissioning Costs to VLC no later thirty (30) days after the date VLC delivers to the City such documents establishing to the reasonable satisfaction of the City that such Spray Field Decommissioning Costs were paid or incurred by VLC (the "VLC Payment Request"). Unless the City delivers to VLC a written notice of disputed costs that identifies by individual cost or expense paid or incurred by VLC and providing the basis for such dispute within thirty (30) days from receipt of the VLC Payment Request, the City shall be deemed to waive it rights to dispute VLC Payment Request, and shall pay the VLC Payment Request in full within the time frame noted above. In the event the City timely delivers a written notice of dispute, the City shall pay all undisputed costs included in the VLC Payment Request, and the Parties agree resolve any such disputed costs through the exercise of good faith in negotiating an amicable resolution, and if not resolved through non-binding mediation and judicial resolution.

III. FIRE AND EMERGENCY MEDICAL SERVICE. The Developer and City agree that Fire and Emergency Medical Service within the Property, to include fire prevention and suppression, rescue services and emergency medical services (non-transport) shall be provided by the Village Center Community Development District through The Villages Public Safety Department. In consideration of the provision of such services, the City agrees to pay to The Villages Public Safety Department an Annual Fee (based on City's October 1 through September 30 fiscal year) payable in monthly installments. The monthly payment of the initial Annual Fee shall commence on October 1, 2018. The payment of the Annual Fee for that fiscal year shall be the number of residences issued a certificate of occupancy, times $160.00 per residence. When build out of residential units within the Property has been completed, the amount due will be adjusted annually according to the change in the United States Department of Commerce, Consumer Price Index (All Items U.S. City Average) occurring over the preceding year, according to the most recent data available from the Bureau of Rates and Statistics of the Department of Labor. Notwithstanding the foregoing, in no event shall the amount due be increased by greater than 3% in a single year. However, in years where the annual increase

exceeds 3%, then the difference between that annual increase and 3% shall be reserved, and the Developer may request that the nominal value of that increase be applied to the amount due in years where the annual increase is less than 3%, so long as the new annual increase does not exceed 3%. The City agrees that the Leesburg Fire Assessment Fee, as applicable, within the Project shall be the same as the Leesburg Fire Assessment Fee imposed by the City outside of the Project, and that payments for the Annuall Fee shall not be made from revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.

For all non-residential properties the City shall assess in accordance with their annually adopted non-residential fire assessment fee schedule. Such collections shall be paid to the Developer and may increase from time to time pursuant to the assessment modification process currenly imposed by the City Commission.

IV. SOLID WASTE COLLECTION AND DISPOSAL SERVICES. In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provide in Section IX, the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company (ies), a franchise as may be necessary for the provision of such solid waste collection and disposal within the Property. The solid waste collection within the Property may be "single stream" recycling and plastic bags rather than containers.

V. IMPACT FEES. VLC will pay impact fees in the amounts provided in **EXHIBIT 4**, attached hereto. Such impact fees shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

(A) Wastewater Collection and Treatment Impact Fee Credit. In accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC ("SSUC") three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement, SSUC shall pay the City Nine Million and 00/100 Dollars ($9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits to not exceed the Wastewater Reservation Fee.

(B) Water System Capacity Impact Fee. Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the "Ordinance"), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.

VI. BUILDING CODE INSPECTION AND PLAN REVIEW. Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached hereto as **EXHIBIT 6**.

VII. RECREATION. The City and Developer agree that Recreational facilities for the Property shall be provided by the Village Center Community District Recreation and Parks Department. Accordingly, the Developer shall pay no Recreation Impact Fees for the Project.

VIII. ROADS. The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulation, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and right-of-ways will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the right-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and right-of-ways will not include maintenance for landscaping or storm water, which will be performed by VLC, a CDD, defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such right-of-ways shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

IX. FRANCHISE AND FRANCHISE FEE. The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached **EXHIBIT 5**,

incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

X. COMMUNITY DEVELOPMENT DISTRICT ("CDD") OR OTHER MUNICIPAL TAXING DISTRICT. Upon request of VLC, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of a CDD or other type of municipal special taxing district as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

XI. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDRs.

XII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

XIII. DURATION. The duration of this Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer as provided for by law.

XIV. BINDING EFFECT. The burdens of this Agreement shall run with the land and be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement, whether by lease or purchase of a portion of the Property.

XV. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the

resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XVI. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XVII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XVIII. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XIX. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XX. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

XXI. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties and a copy is filed with the City Clerk in the Official Records.

XXII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended as provided by law, or as may be terminated by mutual consent of the Parties.

XXIII. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the Parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S.

XXIV. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXV. NOTICES. Written notice shall be deemed to have been duly served if hand delivered, mailed by U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the person and address set forth below. Any such notice shall be deemed to

have been delivered upon actual hand delivery, one (1) day following submission to a nationally recognized overnight delivery service for next day delivery, or three (3) days following submission by U.S. Certified Mail. Any notices or reports required by this Agreement shall be sent to the following:

For the City:
City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Developer:
Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

With copy to:
City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

With copy to:
Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXVI. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on _____, 2018 and _____, 2018.

XXVII. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

XXVIII.CALCULATION OF TIME. Unless otherwise expressly provided otherwise, any reference in this Agreement to a day or days shall mean calendar day. To the extent the end of any time period provided in this Agreement shall fall on a weekend or a federally designated holiday, the expiration of such period shall occur on the next occurring normal business day.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

(Witness Signature)

Amy L. Young
(Witness Printed Name)

(Witness Signature)

Doris A. Pardo
(Witness Printed Name)

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

By: TVL Company, LLC, a Florida limited liability company, its Manager

By:
Name: Martin L. Dzuro
Title: Manager

Date: October 8, 2018

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 8 day of October, 2018 by Martin L. Dzuro, as Manager of TVL Company, LLC, a Florida limited liability company the Manager of The Villages Land Company, LLC, a Florida limited liability company who is personally known to me.

NOTARY PUBLIC STATE OF FLORIDA
AMY L. YOUNG
MY COMMISSION # FF 978971
EXPIRES: June 21, 2020
Bonded Thru Budget Notary Services

Notary Public

Amy L. Young
Name (typed, printed or stamped)

4827-8992-9837.255102/0012

LEESBURG CITY COMMISSION

By: _____
H. D. Robuck, III, MAYOR

October 8, 2018
Date

ATTEST:

_____
J. ANDI PURVIS, CLERK

Approved as to Form:

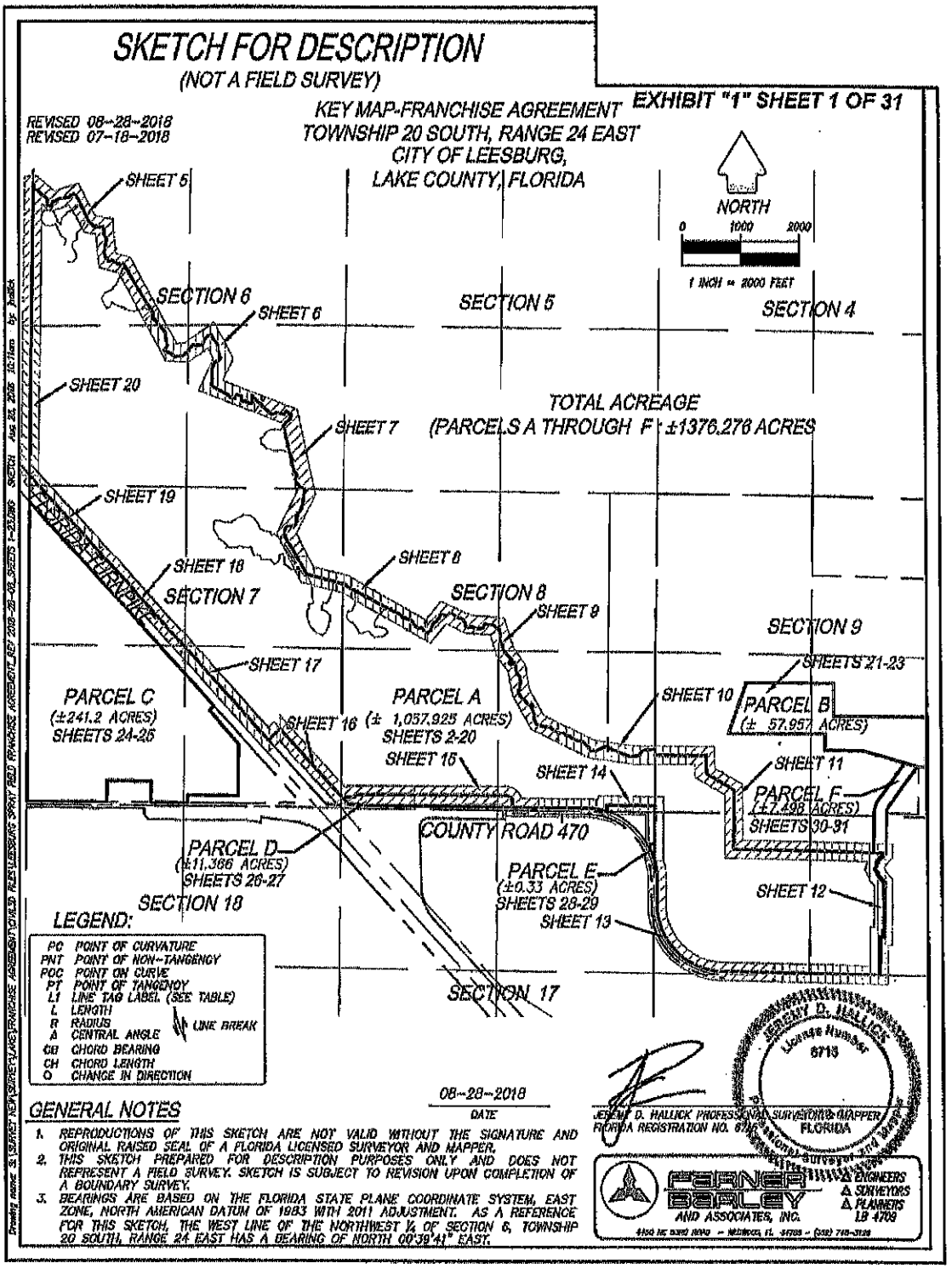
_____
CITY ATTORNEY

4827-8992-9837.255102/0012

EXHIBIT LIST

Exhibit 1	Property Sketch and Legal Description
Exhibit 2	Facility Location Map
Exhibit 3	Reclaimed Water Operational Control Strategy
Exhibit 4	VLC Impact Fees
Exhibit 5	Franchise Agreement
Exhibit 6	Building Permitting and Inspection Service Delivery Agreement

EXHIBIT 1
Property Sketch and Legal Description



SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 2 OF 31

LEGAL DESCRIPTION (PARCEL A):

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 80°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 109.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.56 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 88.58 FEET; THENCE RUN SOUTH 64°38'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.86 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 84°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'56" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 38°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 88°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'56" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 87.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 88.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 80°56'38" EAST, A DISTANCE OF 79.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51

(CONTINUED ON SHEET 3)

SEE SHEET 1 FOR KEY MAP AND LEGEND

PARNER BARLEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS
LB 4709
4450 NE 63RD ROAD — WILDWOOD, FL 34785 — (352) 748-3126

Drawing name: S:\SURVEY NEW SURVEY\LAKE FRANCHISE ASSESSMENT\VILLAGE FIELD\ASSESSING SPRAY FIELD FRANCHISE AGREEMENT_REV 2015-08-06\SHEETS P-2\DWG SECTION Aug 23, 2015 10:17am by: jbudde

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

LEGAL DESCRIPTION (PARCEL A) : (CONTINUED FROM SHEET 2) **EXHIBIT "1" SHEET 3 OF 31**

FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'33" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.12 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°38'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 68°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°56'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 84°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 86.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 58.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 78.72 FEET; THENCE RUN SOUTH 89°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 86.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35". EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 88.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 83.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 78°39'03" EAST, A DISTANCE OF 68.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 82°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.13 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

(CONTINUED ON SHEET 4)

FERNER BARLEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS
LB 4709
4450 NE 53RD ROAD – WILDWOOD, FL 34785 – (352) 748-3199

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 4 OF 31

LEGAL DESCRIPTION (PARCEL A) :(CONTINUED FROM SHEET 3)

1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 34.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 EEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 699.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 136.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100' FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.88 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

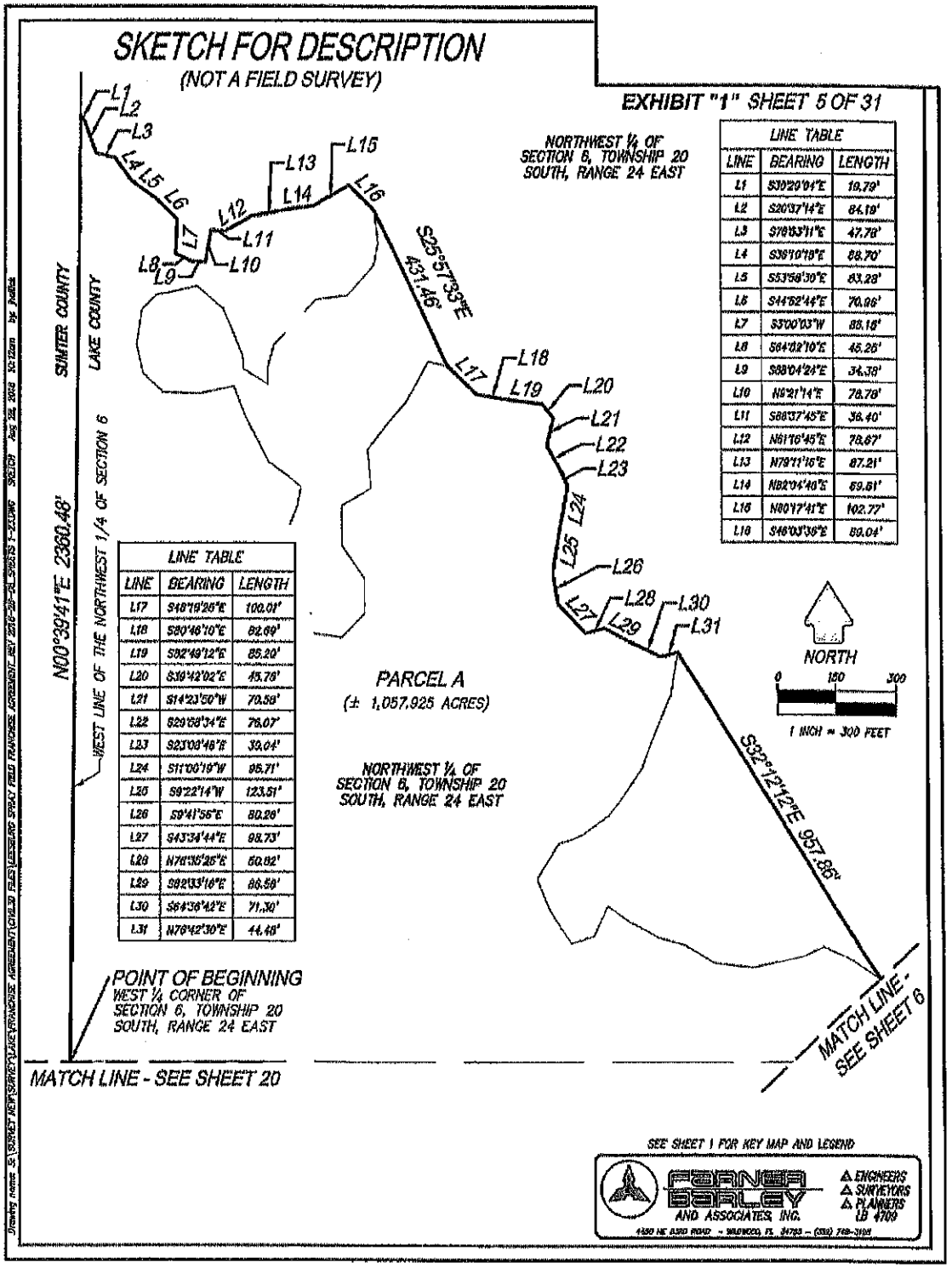
SAID LANDS CONTAINING 1,057.925 ACRES, MORE OR LESS.

SEE SHEET 1 FOR KEY MAP AND LEGEND

PENNER BARLEY AND ASSOCIATES, INC.
△ ENGINEERS △ SURVEYORS △ PLANNERS LB 4709
4490 NE 49th ROAD – WILDWOOD, FL 34785 – (352) 748-3120

Drawing name: S:\STREET NEA\STREET LAKE\FRANCHISE AGREEMENT\DWG\PLAT\1-SSB.DWG STRAT FIELD FRANCHISE AGREEMENT_LAKE 2016-08-08_SHEETS 1-31.DWG SKETCH AUG 08, 2016 10:18am SA_Jackie

The Villages Land Company LLC Development Agreement
Public Facilities
Exhibit 1



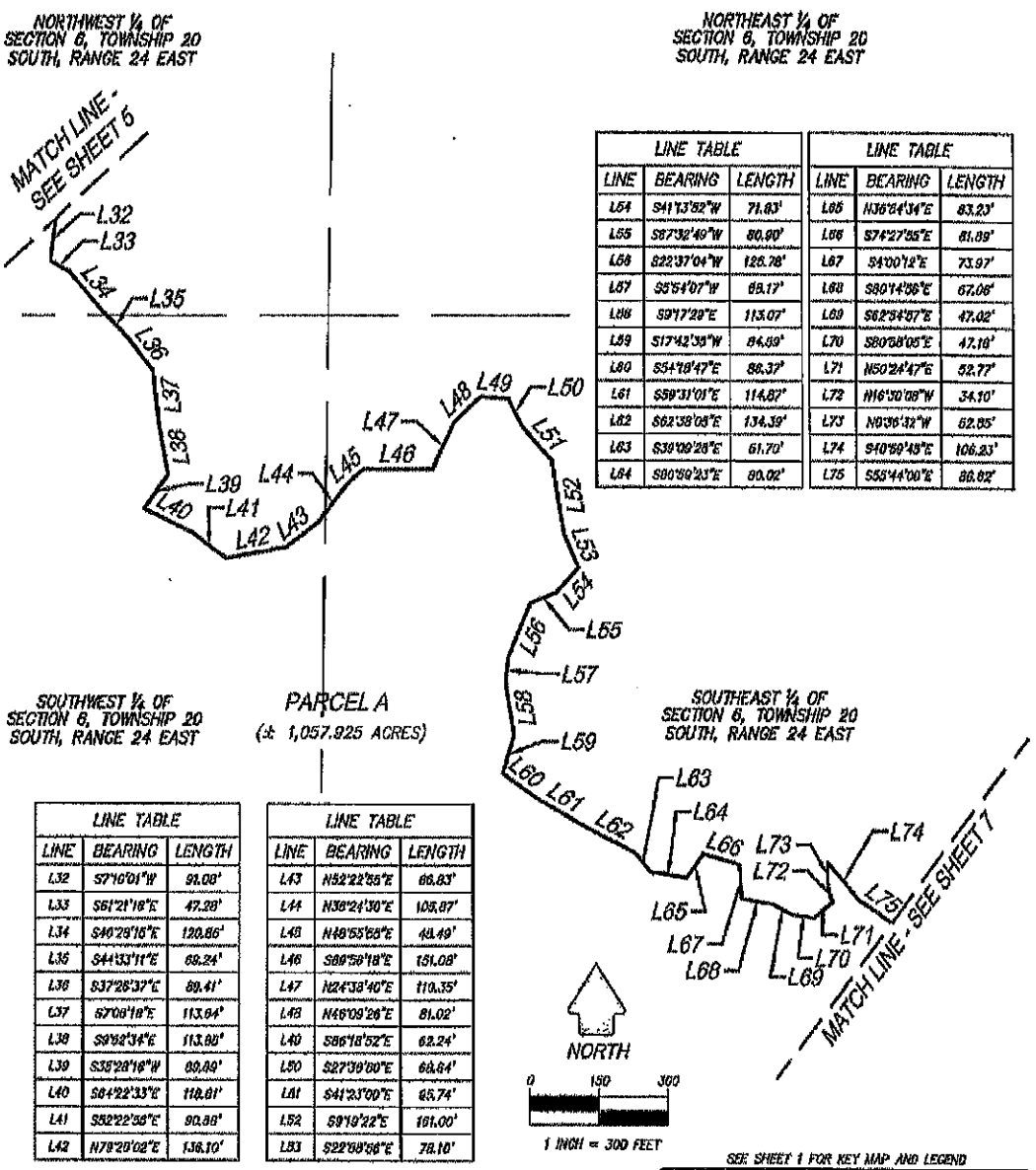
The Villages Land Company LLC Development Agreement
Public Facilities
Exhibit 1

4827-8992-9837.255102/0012

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 6 OF 31



LINE TABLE		
LINE	BEARING	LENGTH
L32	S7°16'01"W	91.08'
L33	S61°21'18"E	47.28'
L34	S40°28'15"E	120.86'
L35	S44°33'11"E	69.24'
L36	S37°28'37"E	89.41'
L37	S7°06'18"E	113.94'
L38	S9°53'34"E	113.80'
L39	S35°28'16"W	80.49'
L40	S64°22'33"E	110.61'
L41	S52°22'56"E	90.36'
L42	N79°20'02"E	136.10'

LINE TABLE		
LINE	BEARING	LENGTH
L43	N52°22'56"E	66.83'
L44	N38°24'30"E	105.87'
L45	N48°55'55"E	49.49'
L46	S86°58'18"E	151.08'
L47	N24°38'40"E	110.35'
L48	N46°09'26"E	81.02'
L49	S86°18'52"E	62.24'
L50	S27°39'00"E	60.64'
L51	S41°23'00"E	65.74'
L52	S9°19'22"E	161.00'
L53	S22°59'56"E	78.10'

LINE TABLE		
LINE	BEARING	LENGTH
L54	S41°13'52"W	71.83'
L55	S67°32'49"W	80.90'
L56	S22°37'04"W	126.78'
L57	S5°54'07"W	69.17'
L58	S9°17'29"E	113.07'
L59	S17°42'39"W	84.89'
L60	S54°18'47"E	88.37'
L61	S59°31'01"E	114.87'
L62	S62°38'05"E	134.39'
L63	S39°09'28"E	61.70'
L64	S80°50'23"E	80.02'

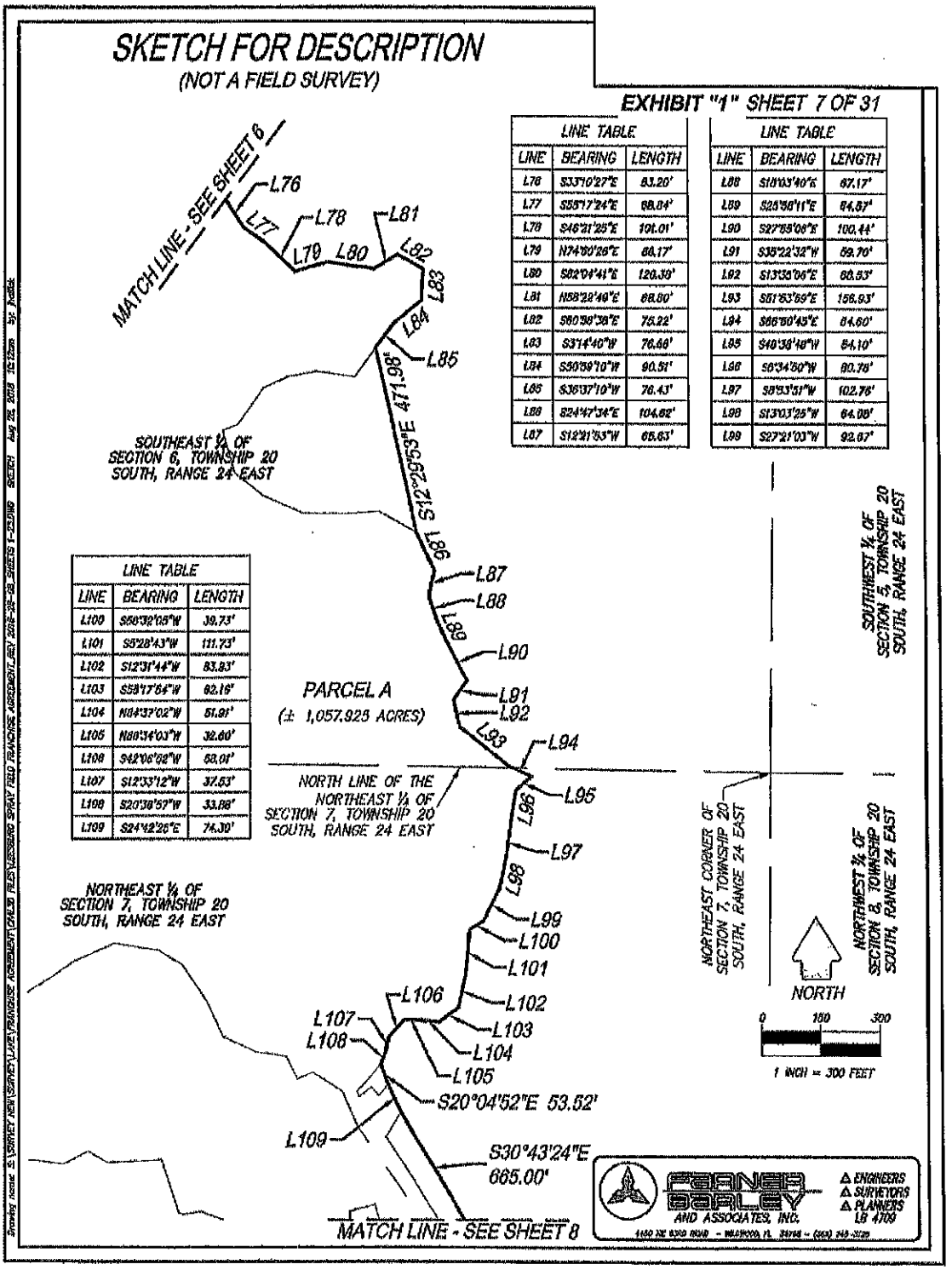
LINE TABLE		
LINE	BEARING	LENGTH
L65	N36°24'34"E	83.23'
L66	S74°27'55"E	81.09'
L67	S4°00'12"E	73.97'
L68	S80°14'56"E	67.06'
L69	S62°54'57"E	47.02'
L70	S80°58'05"E	47.10'
L71	N50°24'47"E	52.77'
L72	N16°30'08"W	34.10'
L73	N0°36'32"W	62.85'
L74	S10°50'45"E	106.23'
L75	S53°44'00"E	80.62'

SEE SHEET 1 FOR KEY MAP AND LEGEND

BARNES BARLEY AND ASSOCIATES, INC.
△ ENGINEERS
△ SURVEYORS
△ PLANNERS
LB 4709

Drawing name: S:\SURVEY NEW\SANDY LAKE FRANCHISE AGREEMENT\DWG\D FIELD\LEESBURG SPRAY FIELD FRANCHISE AGREEMENT_JULY 2012-09-06_SHEET3-EXHIBIT SKETCH Aug 28, 2012 10:23am by jhollick

The Villages Land Company LLC Development Agreement
Public Facilities
Exhibit 1



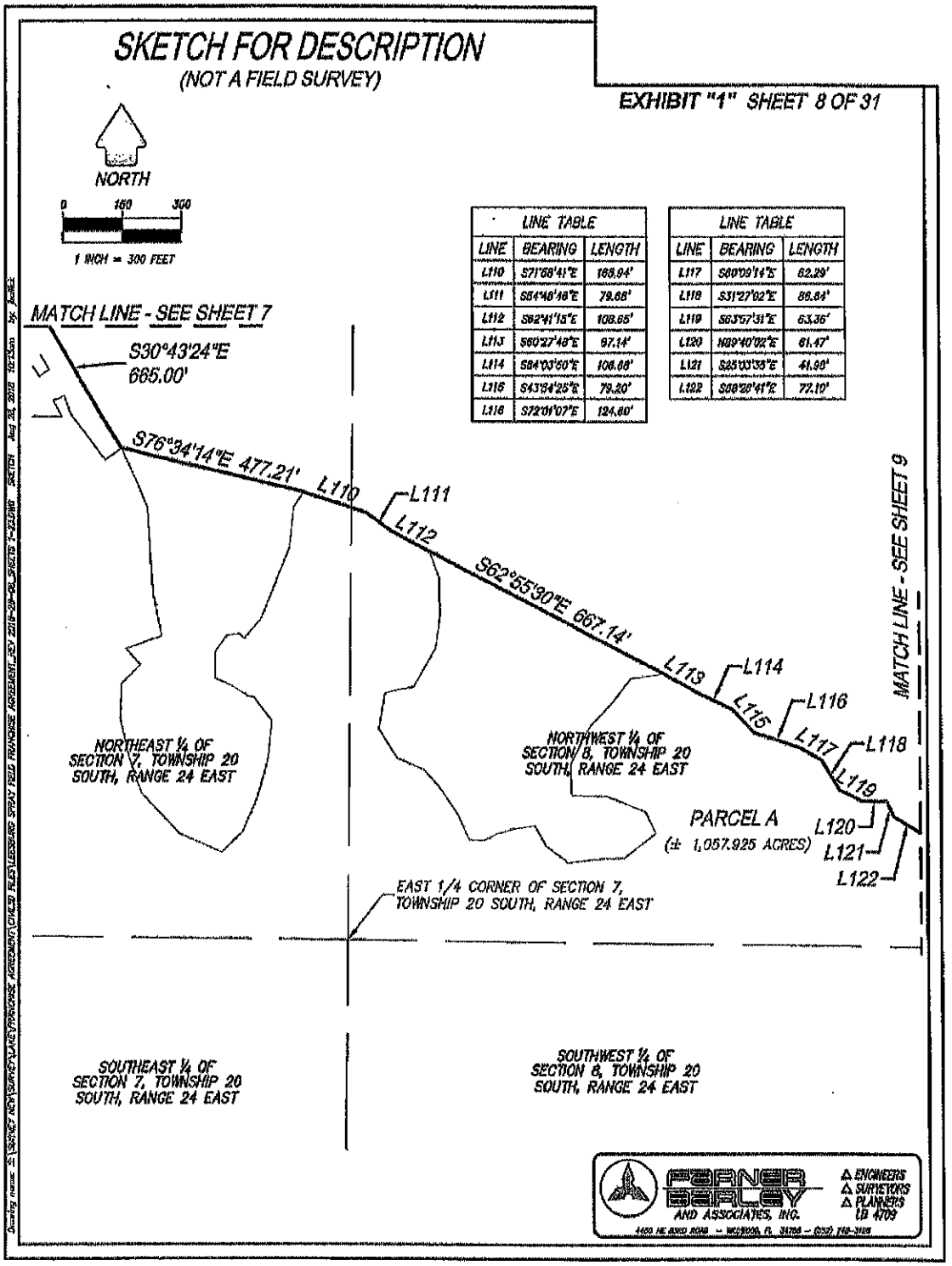
LINE TABLE		
LINE	BEARING	LENGTH
L76	S33°10'27"E	83.20'
L77	S55°17'24"E	68.84'
L78	S46°21'25"E	191.01'
L79	N74°50'26"E	60.17'
L80	S82°04'41"E	120.39'
L81	N58°22'40"E	88.80'
L82	S60°56'38"E	75.22'
L83	S3°14'40"W	76.66'
L84	S30°59'10"W	90.51'
L85	S36°37'10"W	76.43'
L86	S24°47'34"E	104.62'
L87	S12°21'53"W	65.63'

LINE TABLE		
LINE	BEARING	LENGTH
L88	S18°03'40"E	67.17'
L89	S25°56'11"E	84.87'
L90	S27°55'09"E	100.44'
L91	S35°22'32"W	69.70'
L92	S13°33'06"E	68.53'
L93	S51°53'59"E	158.93'
L94	S66°50'45"E	84.60'
L95	S40°38'49"W	54.10'
L96	S6°34'50"W	80.78'
L97	S8°53'51"W	102.76'
L98	S13°03'25"W	64.08'
L99	S27°21'03"W	92.87'

LINE TABLE		
LINE	BEARING	LENGTH
L100	S50°32'05"W	39.73'
L101	S5°28'43"W	111.73'
L102	S12°31'44"W	83.83'
L103	S58°17'54"W	62.16'
L104	N04°37'02"W	51.91'
L105	N88°34'03"W	32.60'
L106	S42°06'52"W	58.01'
L107	S12°33'12"W	37.53'
L108	S20°38'57"W	33.88'
L109	S24°42'26"E	74.30'

The Villages Land Company LLC Development Agreement
Public Facilities
Exhibit 1

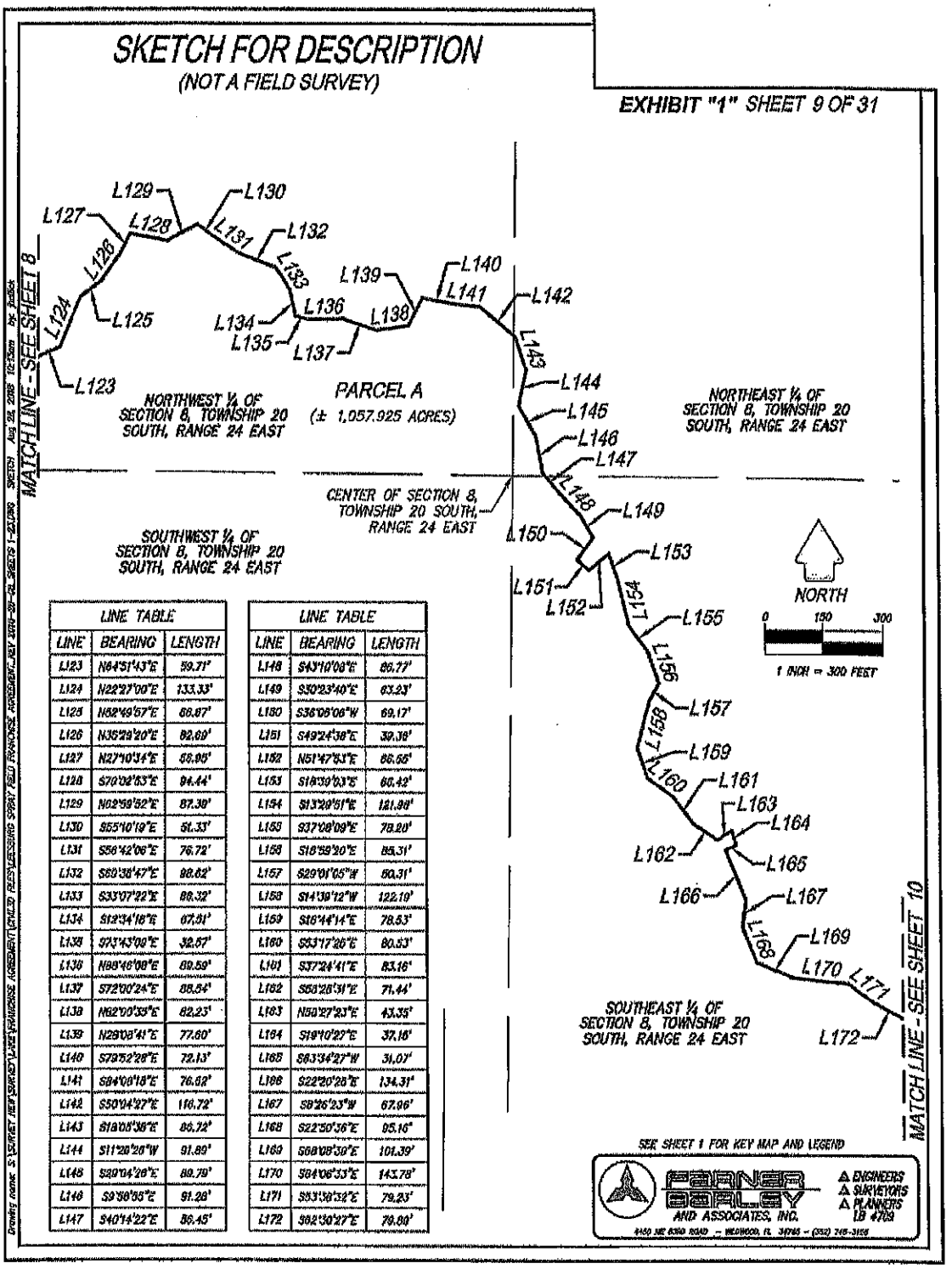
4827-8992-9837.255102/0012



LINE TABLE		
LINE	BEARING	LENGTH
L110	S71°58'41"E	168.94'
L111	S54°48'18"E	79.68'
L112	S62°41'15"E	108.65'
L113	S60°27'48"E	97.14'
L114	S84°03'50"E	106.88'
L115	S43°34'25"E	79.20'
L116	S72°01'07"E	124.60'

LINE TABLE		
LINE	BEARING	LENGTH
L117	S60°09'14"E	62.29'
L118	S31°27'02"E	86.84'
L119	S63°57'31"E	63.36'
L120	N89°40'02"E	61.47'
L121	S25°03'38"E	41.90'
L122	S08°28'41"E	77.10'

The Villages Land Company LLC Development Agreement
Public Facilities
Exhibit 1



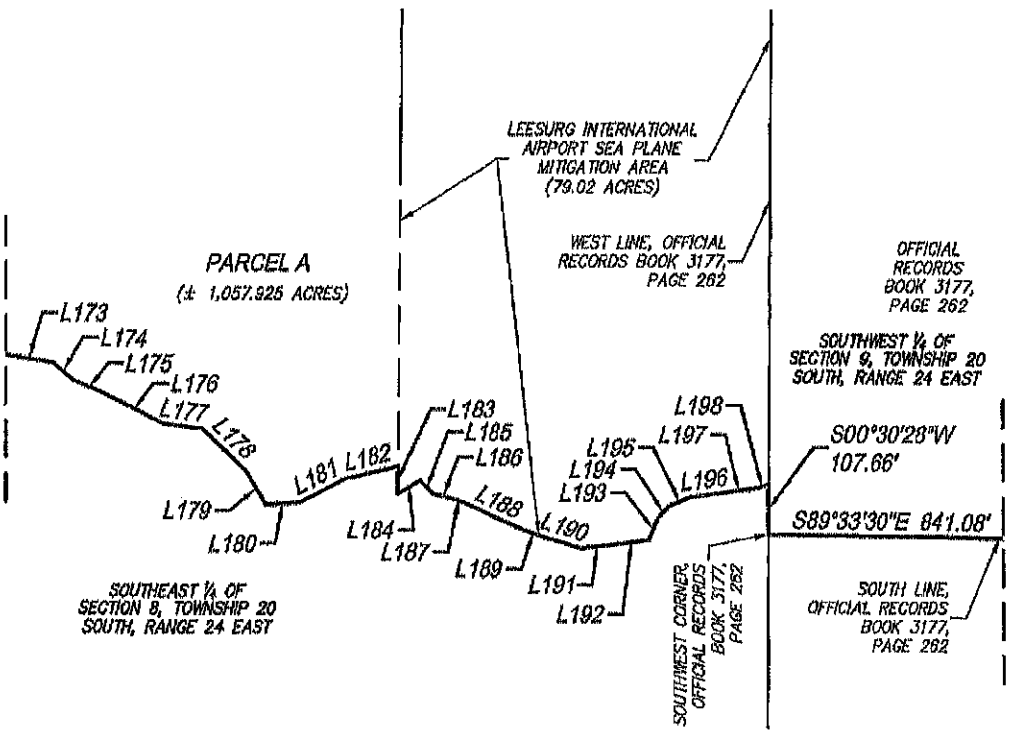
LINE TABLE		
LINE	BEARING	LENGTH
L123	N64°51'43"E	59.71'
L124	N22°27'00"E	133.33'
L125	N52°49'57"E	68.87'
L126	N35°29'20"E	92.69'
L127	N27°10'34"E	68.95'
L128	S70°02'53"E	94.44'
L129	N02°59'52"E	87.30'
L130	S55°10'19"E	51.33'
L131	S56°42'06"E	76.72'
L132	S59°38'47"E	98.62'
L133	S33°07'22"E	88.32'
L134	S12°34'18"E	67.51'
L135	S73°43'09"E	32.57'
L136	N88°46'08"E	69.59'
L137	S72°00'24"E	88.54'
L138	N62°00'35"E	62.23'
L139	N29°08'41"E	77.60'
L140	S73°52'28"E	72.13'
L141	S84°06'18"E	76.62'
L142	S50°04'27"E	116.72'
L143	S19°05'36"E	86.72'
L144	S11°20'26"W	91.89'
L145	S20°04'26"E	89.79'
L146	S3°58'55"E	91.28'
L147	S40°14'22"E	86.45'

LINE TABLE		
LINE	BEARING	LENGTH
L148	S43°10'06"E	86.77'
L149	S30°23'40"E	63.23'
L150	S36°06'06"W	69.17'
L151	S49°24'38"E	39.38'
L152	N51°47'53"E	86.66'
L153	S18°39'03"E	66.42'
L154	S13°29'51"E	121.98'
L155	S37°08'09"E	79.20'
L156	S16°59'20"E	85.31'
L157	S29°01'05"W	50.31'
L158	S14°39'12"W	122.19'
L159	S16°44'14"E	78.53'
L160	S53°17'26"E	80.53'
L161	S37°24'41"E	83.16'
L162	S53°26'31"E	71.44'
L163	N50°27'23"E	43.35'
L164	S19°10'27"E	37.16'
L165	S63°34'27"W	31.07'
L166	S22°20'28"E	134.31'
L167	S8°26'23"W	67.96'
L168	S22°50'36"E	95.16'
L169	S68°08'39"E	101.39'
L170	S84°06'53"E	143.78'
L171	S53°38'32"E	79.23'
L172	S82°30'27"E	79.80'

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 10 OF 31



LINE TABLE		
LINE	BEARING	LENGTH
L173	S00°26'17"E	103.16'
L174	S50°11'10"E	88.18'
L175	S66°52'59"E	72.77'
L176	S63°53'24"E	143.33'
L177	S63°14'16"E	92.39'
L178	S46°01'21"E	132.57'
L179	S30°59'41"E	81.79'
L180	N86°11'27"E	73.17'
L181	N62°36'40"E	105.25'
L182	N79°42'21"E	117.01'

LINE TABLE		
LINE	BEARING	LENGTH
L183	S0°30'28"W	58.37'
L184	N59°53'32"E	54.81'
L185	S43°52'38"E	38.23'
L186	S75°34'26"E	49.20'
L187	S70°37'50"E	23.34'
L188	S65°59'05"E	142.77'
L189	S71°48'27"E	41.59'
L190	S73°29'01"E	85.77'
L191	N83°59'29"E	72.88'
L192	N82°39'04"E	76.62'

LINE TABLE		
LINE	BEARING	LENGTH
L193	N22°53'15"E	49.24'
L194	N42°47'26"E	36.32'
L195	N68°51'09"E	48.18'
L196	N82°26'48"E	76.22'
L197	N82°09'13"E	86.23'
L198	N72°05'31"E	32.58'

SEE SHEET 1 FOR KEY MAP AND LEGEND

PANER BAILEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS
LB 4709

The Villages Land Company LLC Development Agreement
Public Facilities
Exhibit 1

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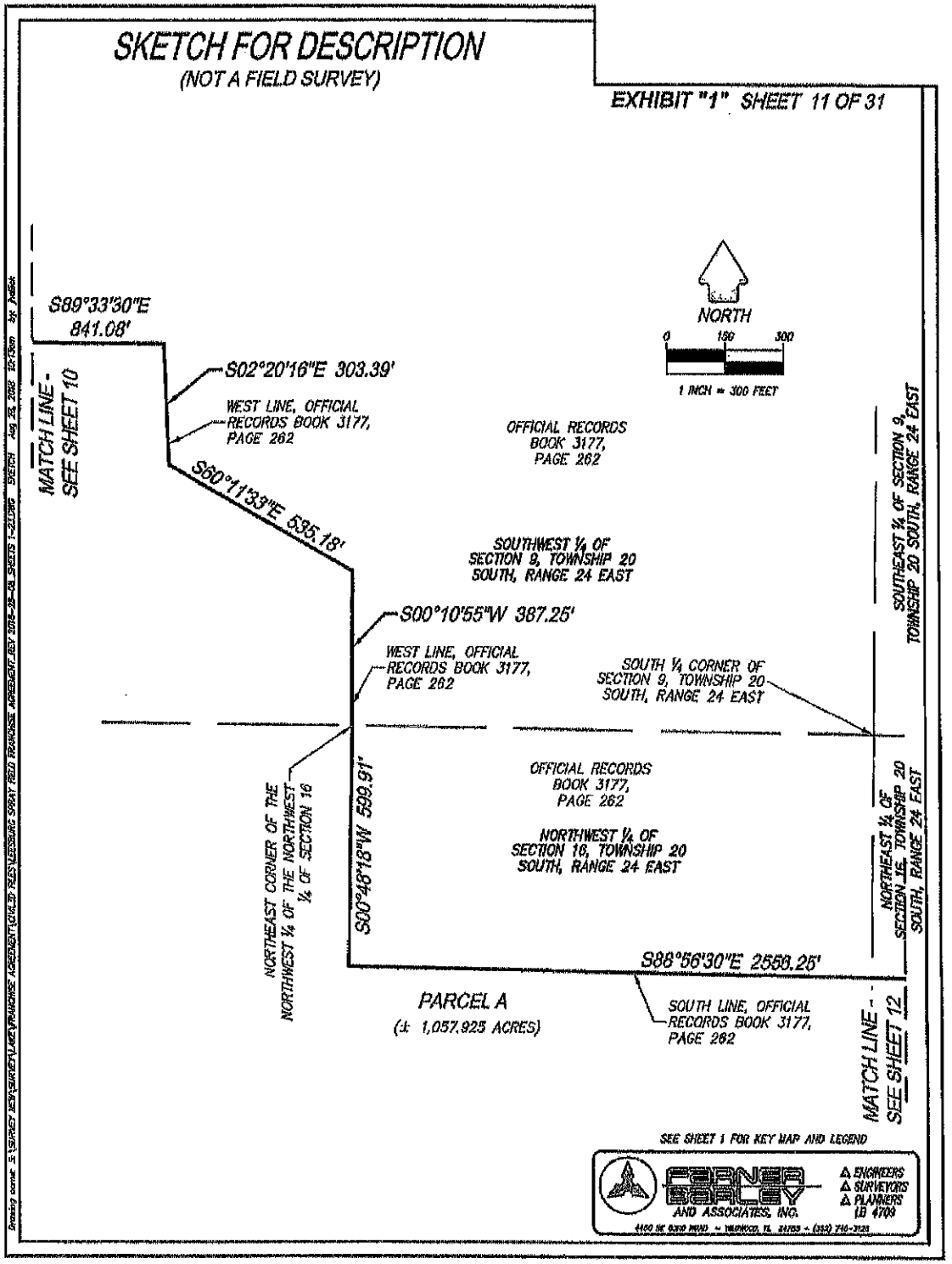

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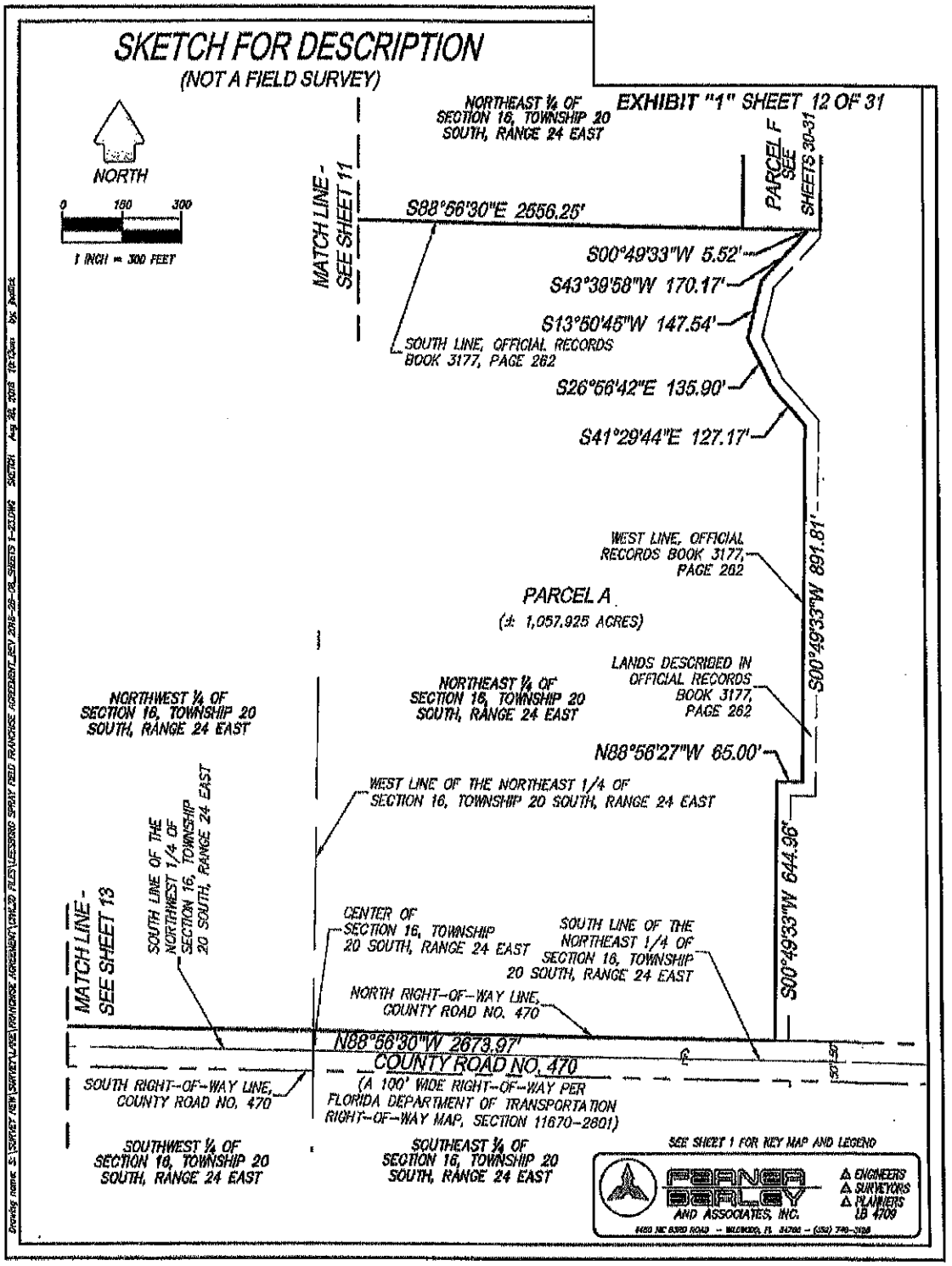

The Villages Land Company LLC Development Agreement
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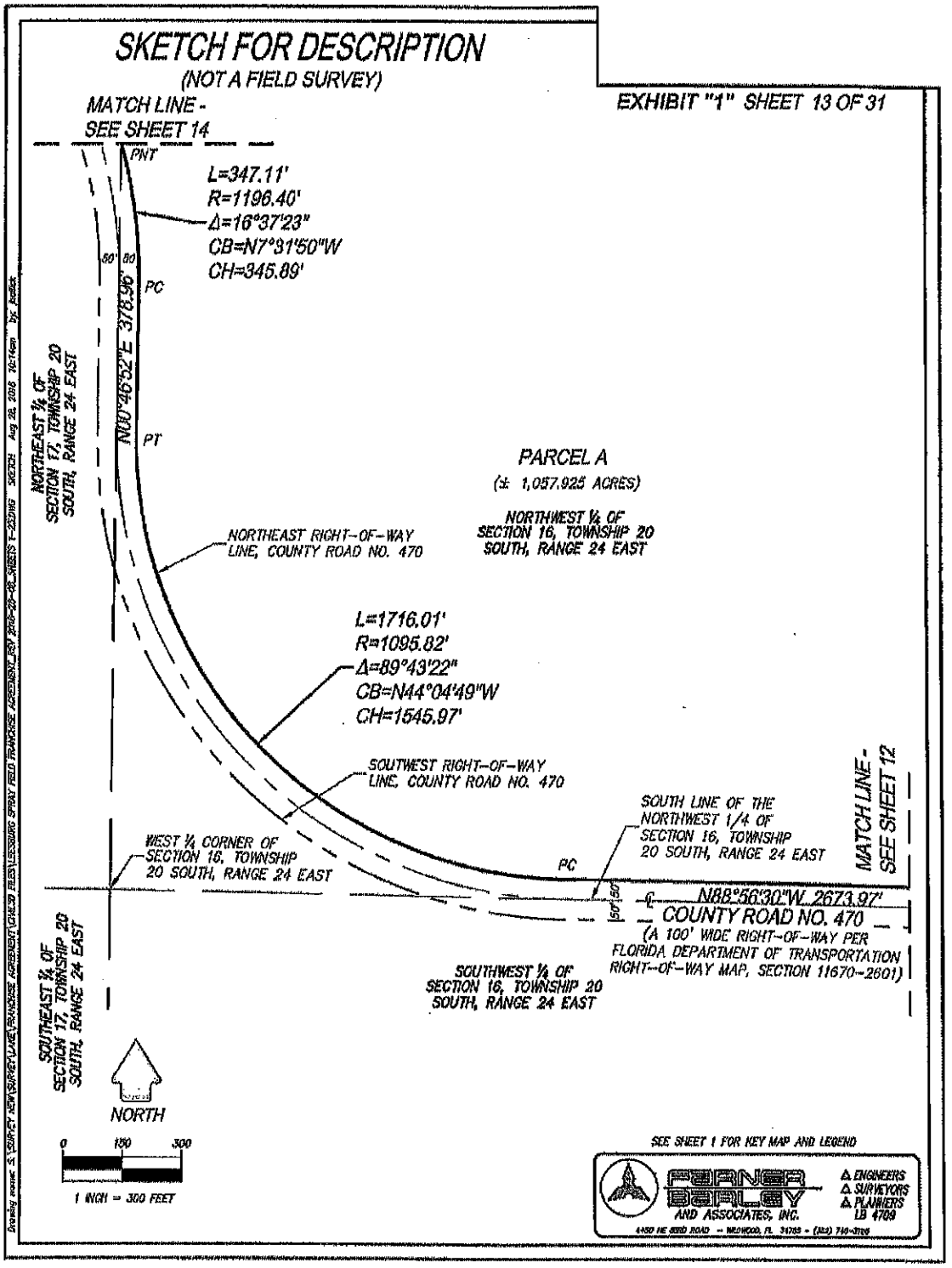
4827-8992-9837.255102/0012



The Villages Land Company LLC Development Agreement
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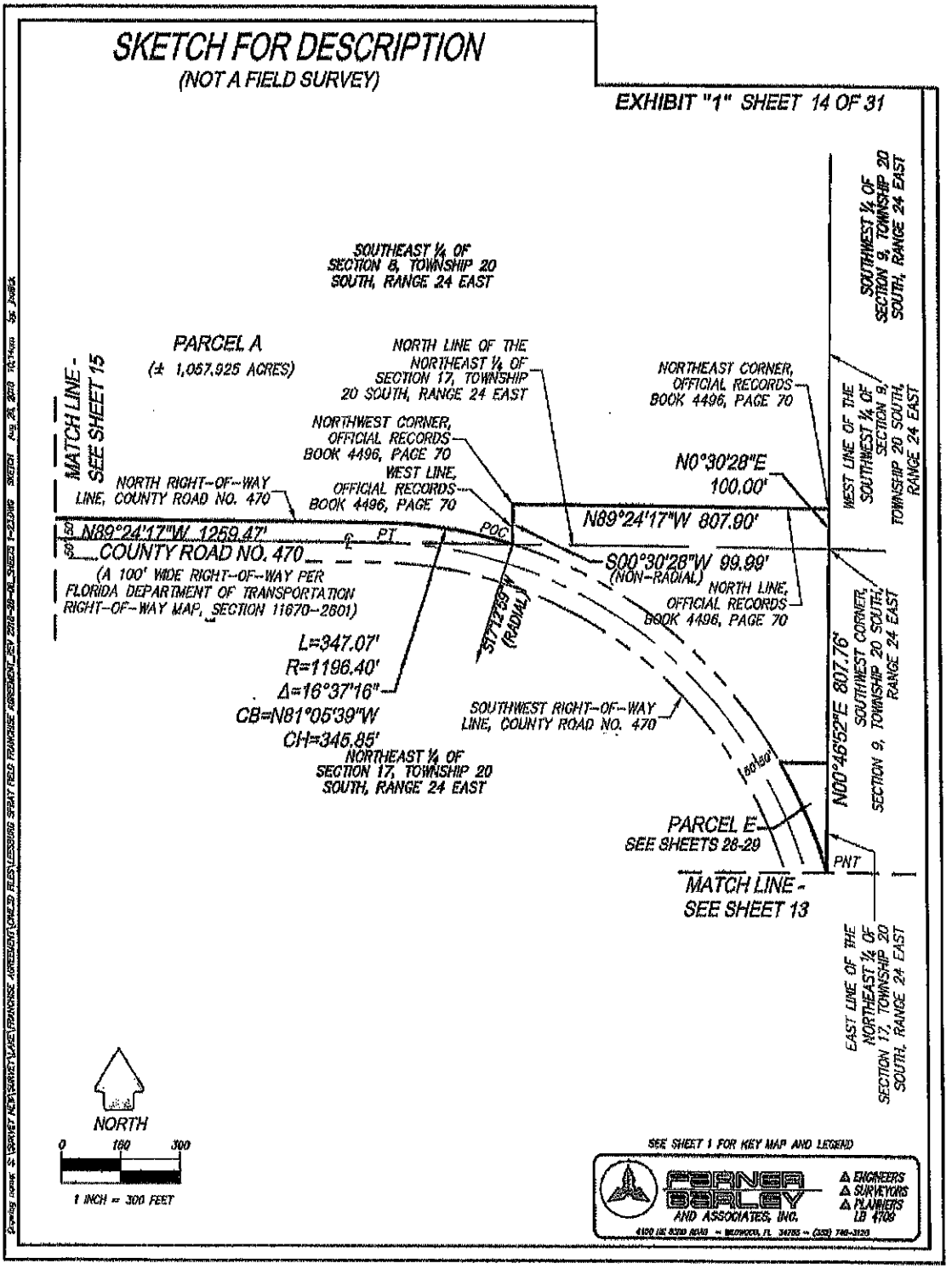

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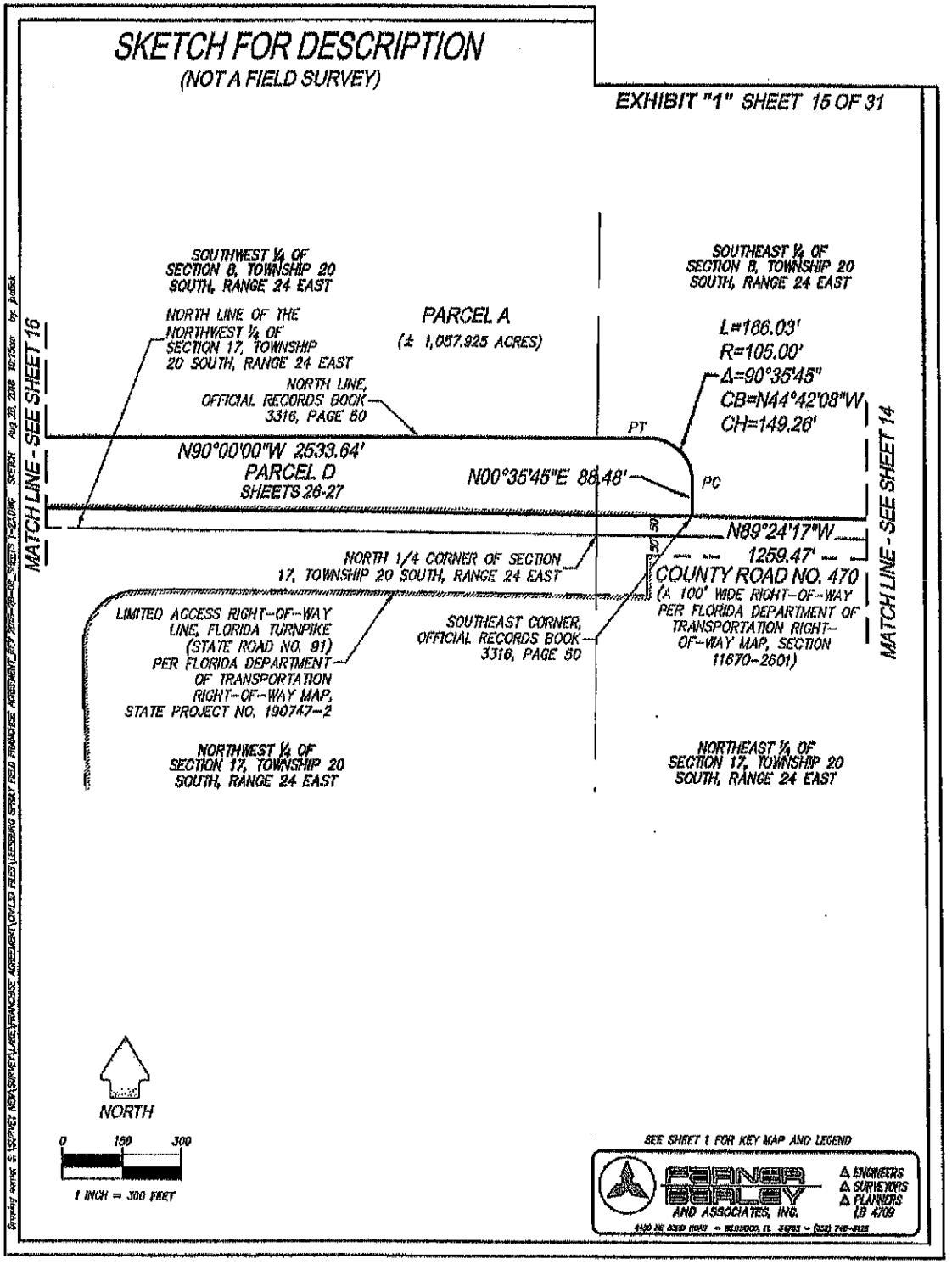

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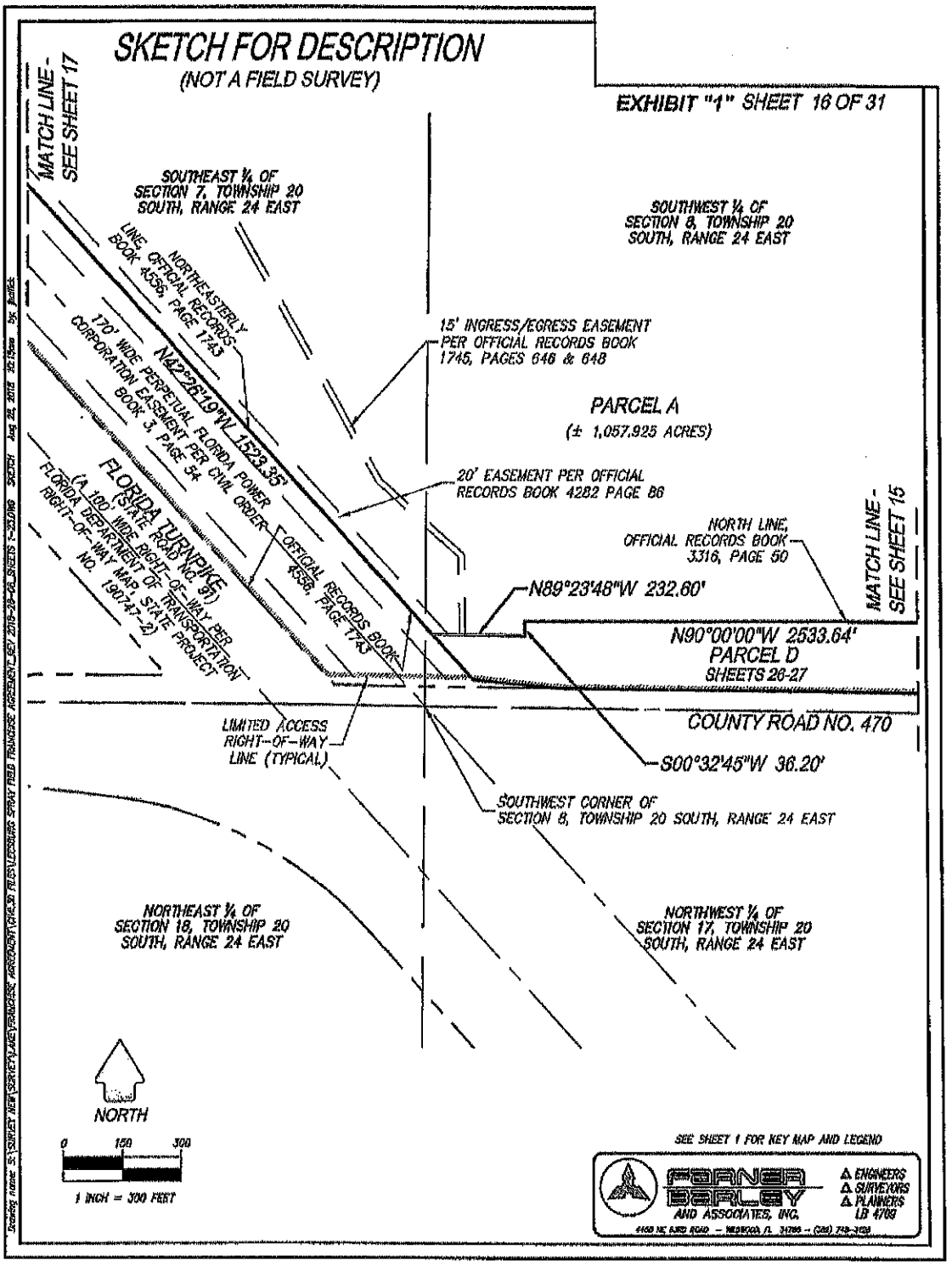

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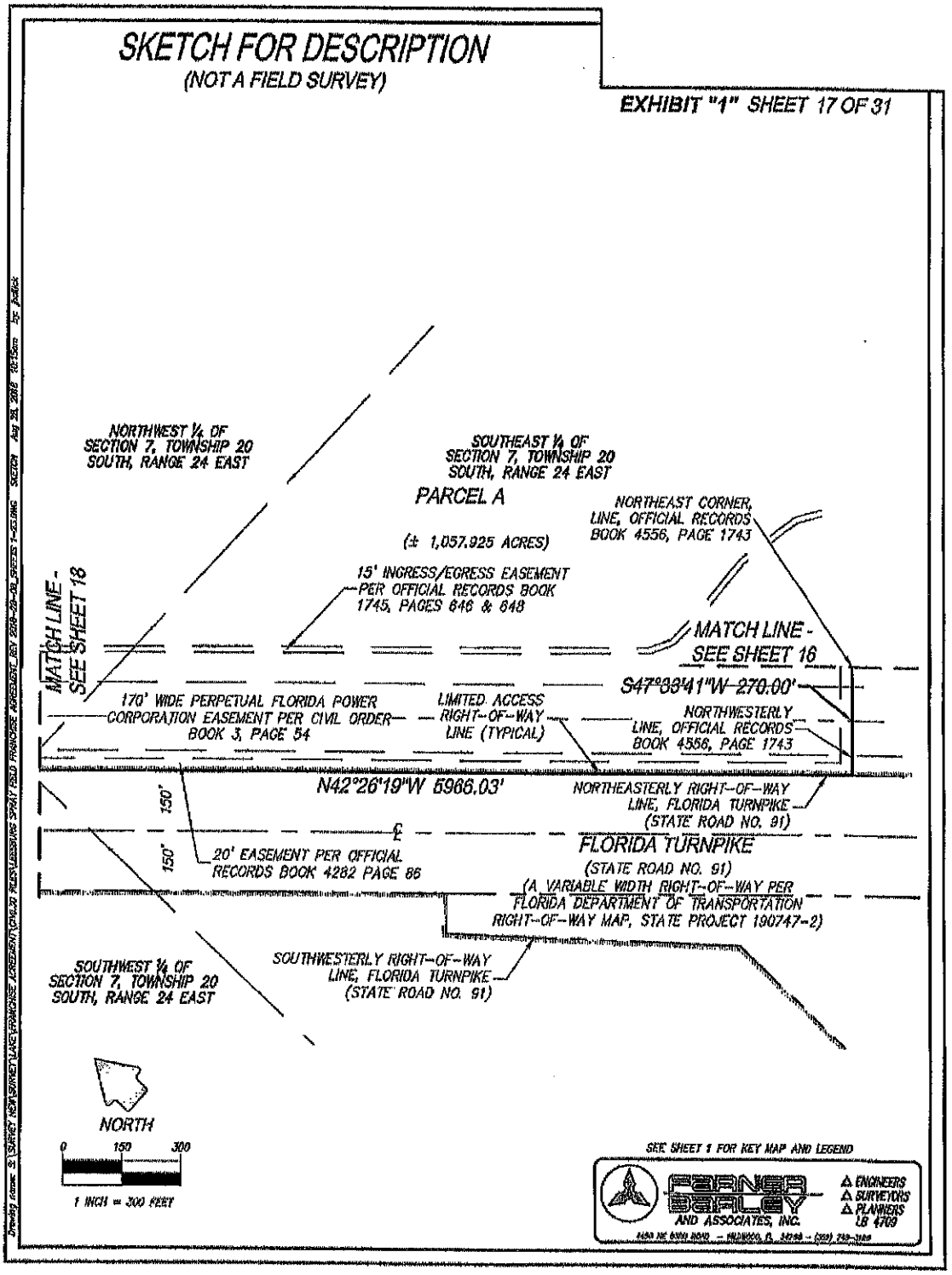

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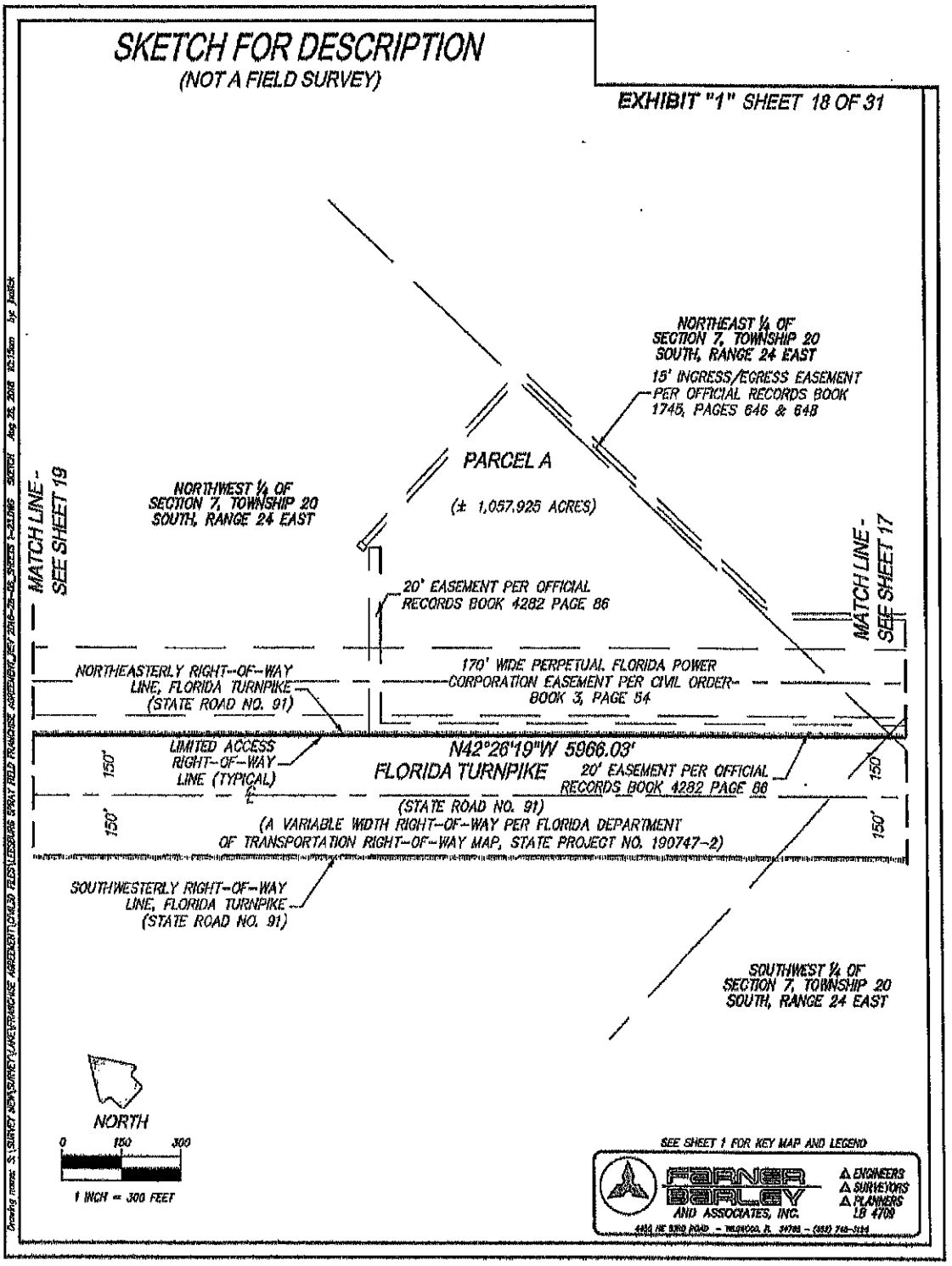

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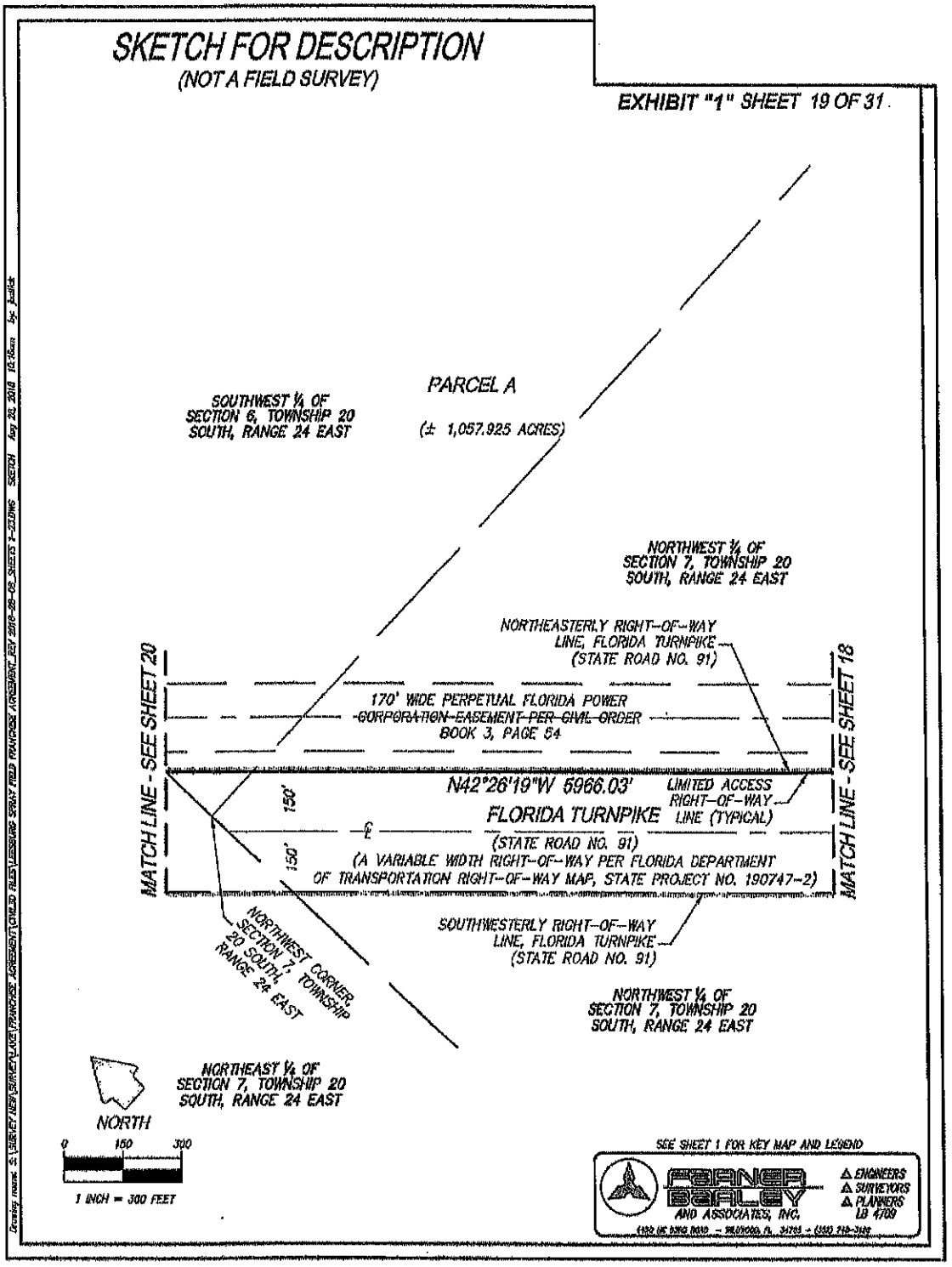

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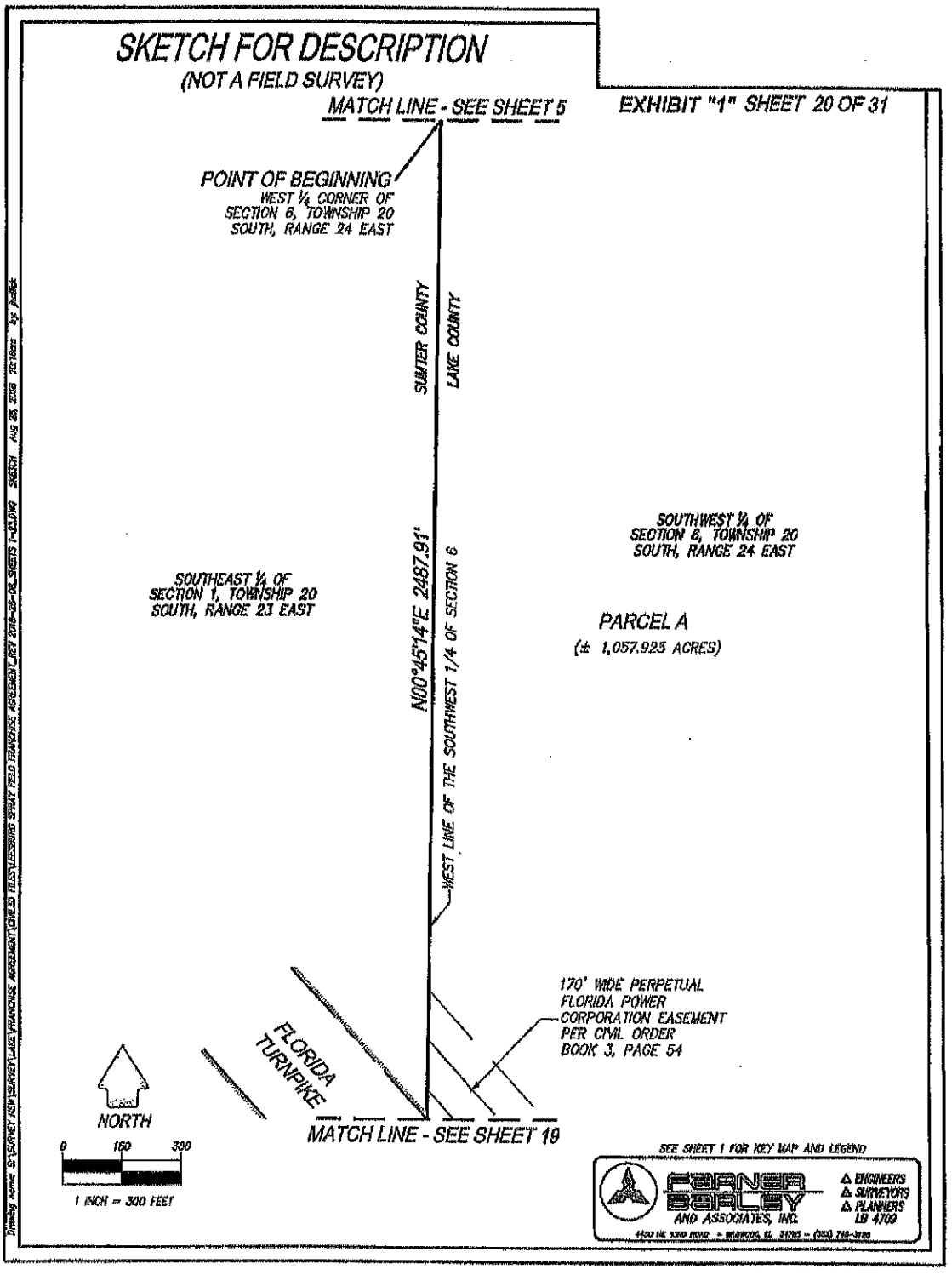

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Public Facilities
Exhibit 1

4827-8992-9837.255102/0012

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 21 OF 31

LEGAL DESCRIPTION (PARCEL B):

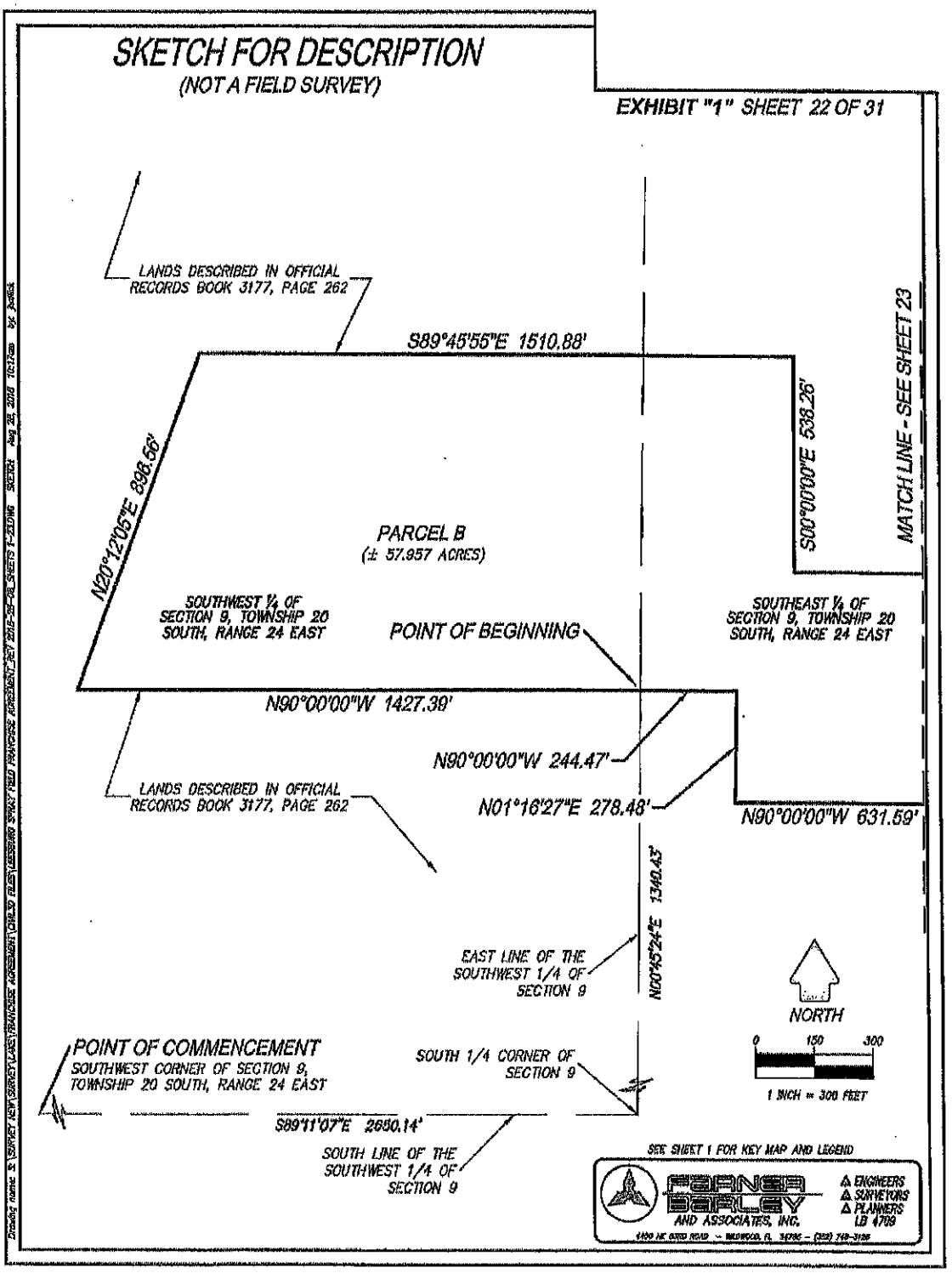
A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 898.58 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 57.957 ACRES, MORE OR LESS.

SEE SHEET 1 FOR KEY MAP AND LEGEND

CARNER BARLEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS
LB 4709
4450 NE 63RD ROAD – WILDWOOD, FL 34785 – (352) 748-3129



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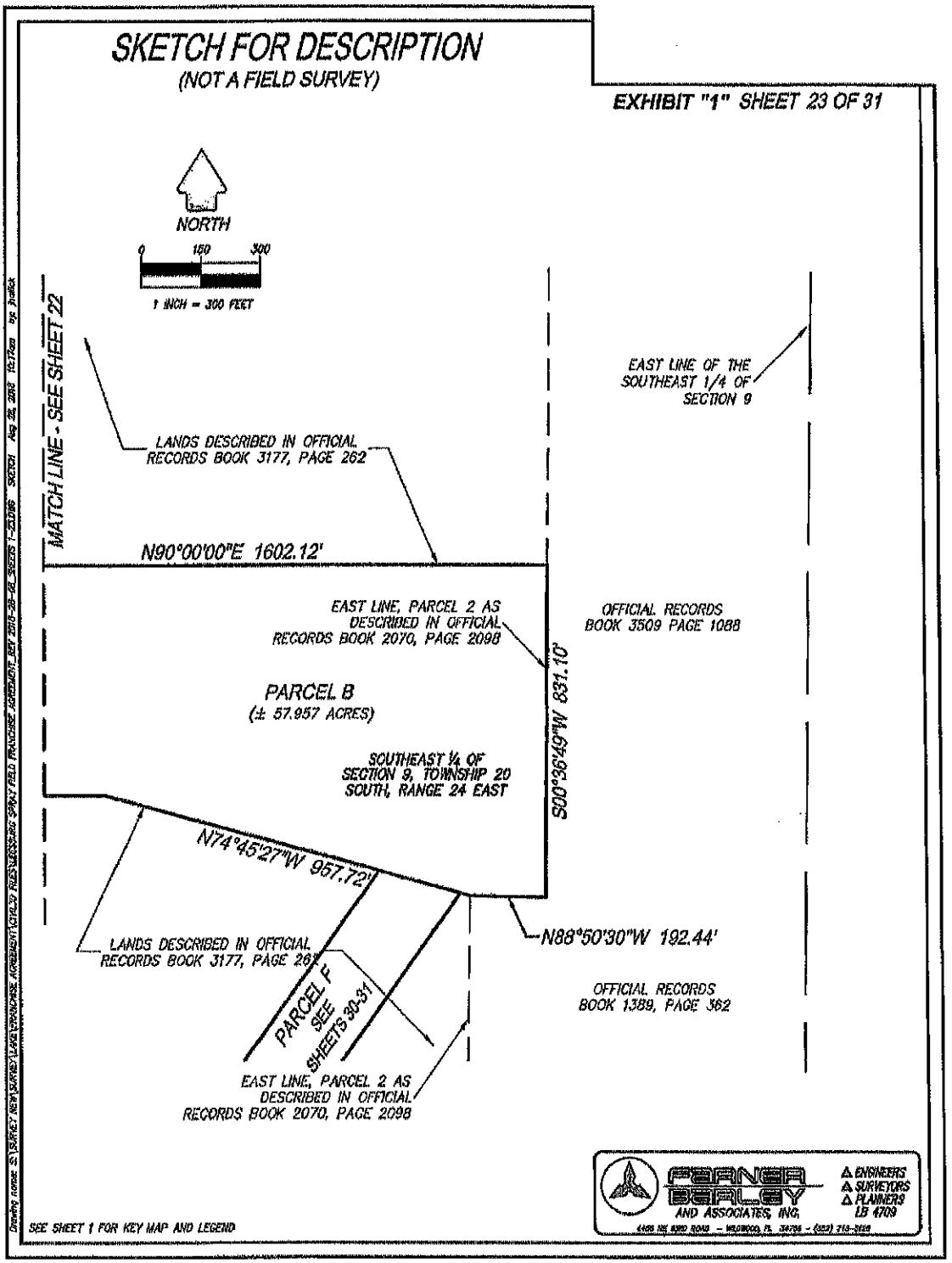

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Public Facilities
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SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "1"
SHEET 24 OF 31

LEGAL DESCRIPTION (PARCEL C):

ALL OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE WEST BOUNDARY OF THE SUNSHINE STATE PARKWAY, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 470 IN LAKE COUNTY, FLORIDA;

LESS

COMMENCE AT A 3" X 3" LIGHTER WOOD POST MARKING THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS SHOWN ON THE SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP FOR LAKE COUNTY, PROJECT NO. 2, CONTRACT NO. 134, SHEET NO. 2; THENCE N01°01'02" WEST ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 2658.28 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON THE SAID SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP; THENCE S89°00'55" WEST ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 593.64 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE LEAVING THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, N44°00'55" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.76 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 470 AS SHOWN ON STATE ROAD RIGHT-OF-WAY MAP, SECTION 11670-2601, SHEET 2; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, S89°00'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 329.45 FEET; THENCE S80°29'04" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 134.83 FEET; THENCE S89°00'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1456.67 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°59'05" WEST A DISTANCE OF 130.00 FEET; THENCE N89°00'55" EAST A DISTANCE OF 850.00 FEET; THENCE N00°59'05" WEST A DISTANCE OF 850.00 FEET; THENCE N41°56'49" WEST A DISTANCE OF 738.95 FEET; THENCE N45°59'05" EAST A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55" EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

LESS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THEN N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS NOT DENOTED WITH (D) ARE PER A FIELD SURVEY PREPARED BY THIS FIRM ON JANUARY 5, 2017 AND ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE HAS A BEARING OF SOUTH 42°26'19" EAST.

SEE SHEET 1 FOR KEY MAP AND LEGEND

FARNER BARLEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS
LB 4709
1430 W. 33RD ROAD – WILDWOOD, FL. 34785 – (352) 748-3126

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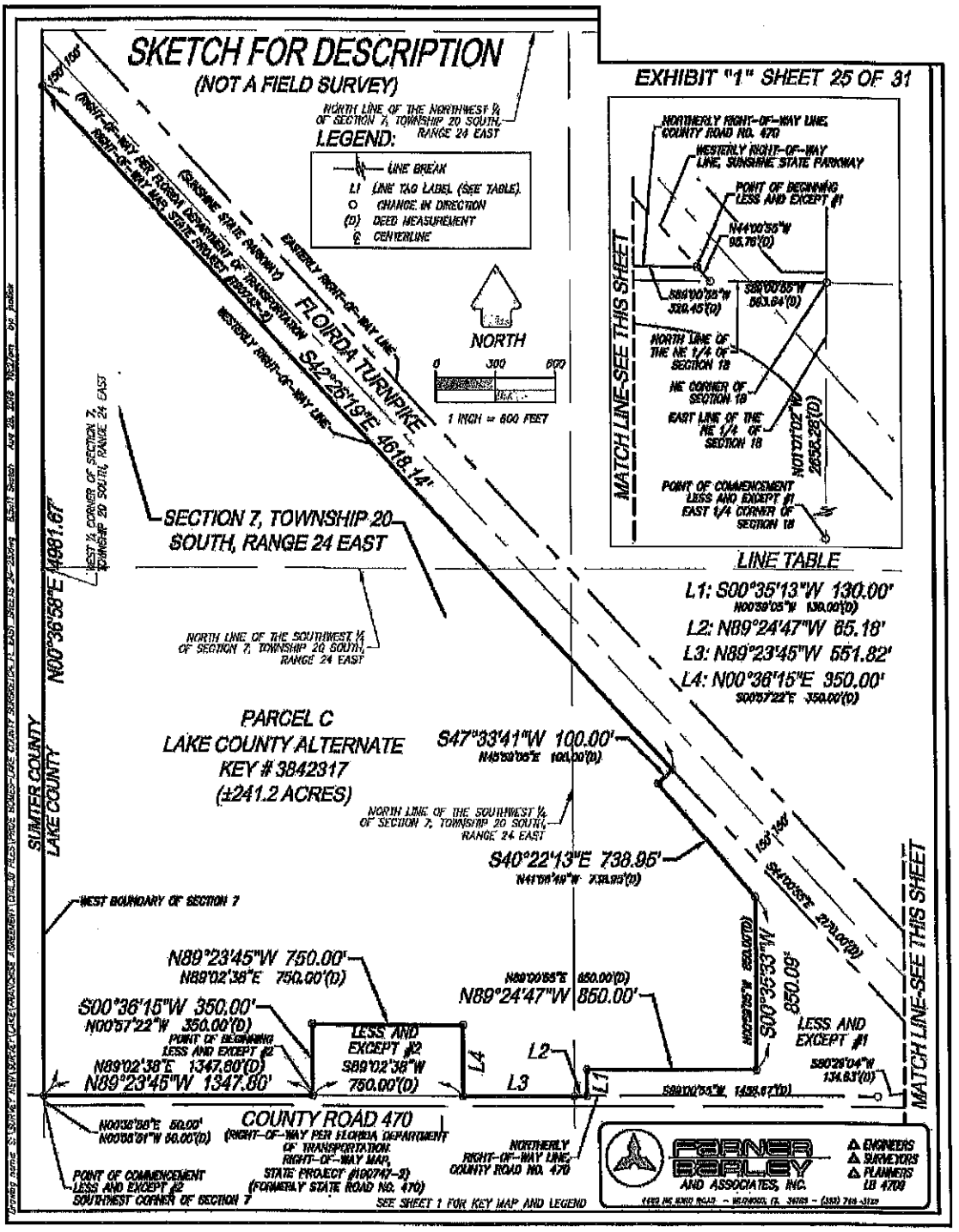
Exhibit 1



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1"
SHEET 26 OF 31

LEGAL DESCRIPTION (PARCEL D):

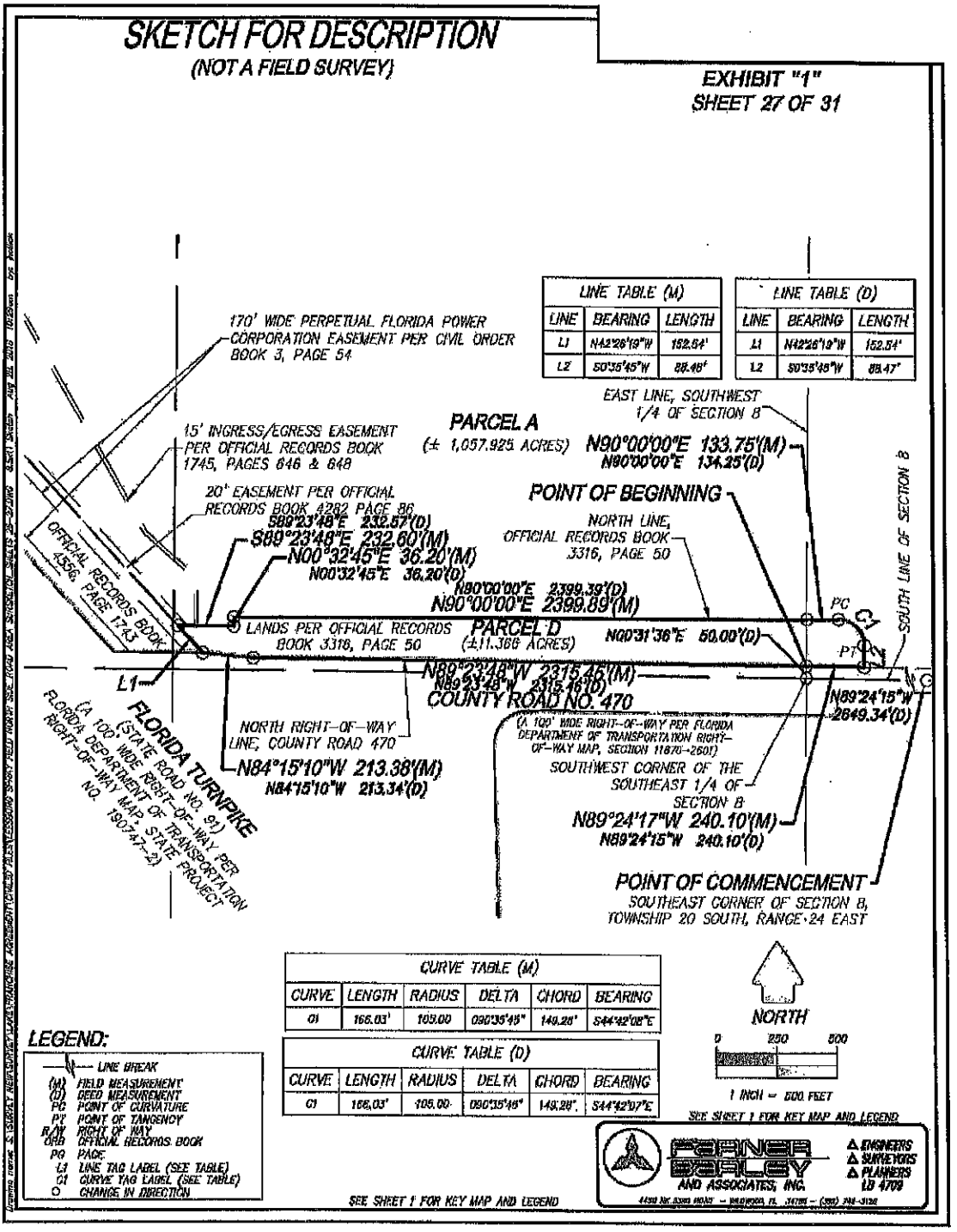
A PARCEL OF LAND LYING THE SOUTH HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" X 6" CONCRETE MONUMENT INSCRIBED 8, 9, 16 & 17 MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN NORTH 89°24'15" WEST, ALONG THE SOUTH LINE OF SECTION 8, A DISTANCE OF 2649.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°31'36" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; SAID POINT LYING ON THE NORTH EXISTING RIGHT OF WAY OF STATE ROAD 470; THENCE RUN NORTH 89°23'48" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2315.46 FEET; THENCE RUN NORTH 84°15'10" WEST; ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 213.34 FEET; THENCE DEPARTING SAID NORTH EXISTING RIGHT OF WAY LINE, RUN NORTH 42°26'19"WEST, A DISTANCE OF 152.54 FEET; THENCE RUN SOUTH 89°23'48" EAST, A DISTANCE OF 232.57 FEET; THENCE RUN NORTH 00°32'45" EAST, A DISTANCE OF 36.20 FEET; THENCE RUN SOUTH 90°00'00" EAST, A DISTANCE OF 2399.39 FEET TO THE AFOREMENTIONED EAST LINE; THENCE CONTINUE SOUTH 90°00'00" EAST, A DISTANCE OF 134.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 90°35'45"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°35'45" WEST, A DISTANCE OF 88.47 FEET TO THE AFOREMENTIONED NORTH EXISTING RIGHT OF WAY LINE; THENCE RUN NORTH 89°24'15" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 11.366 ACRES, MORE OR LESS.

SEE SHEET 1 FOR KEY MAP AND LEGEND

FERNER BARLEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS
LB 4709



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1"
SHEET 28 OF 31

LEGAL DESCRIPTION (PARCEL E)

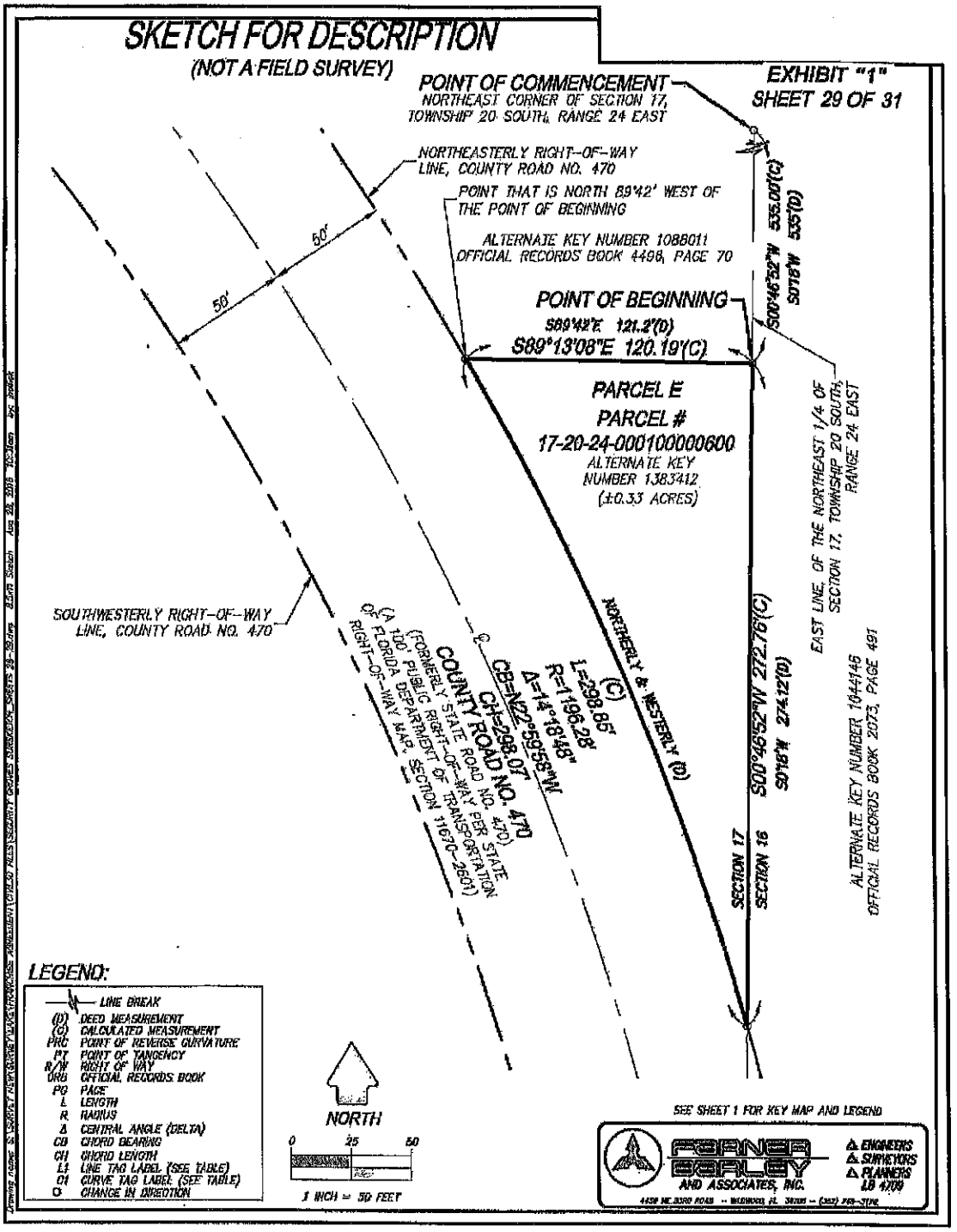
THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

SEE SHEET 1 FOR KEY MAP AND LEGEND

FARNER BARLEY AND ASSOCIATES, INC.
ENGINEERS
SURVEYORS
PLANNERS
LB 4709

4490 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3120



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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 30 OF 31

LEGAL DESCRIPTION (PARCEL F (INGRESS/EGRESS/UTILITIES EASEMENT)):

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

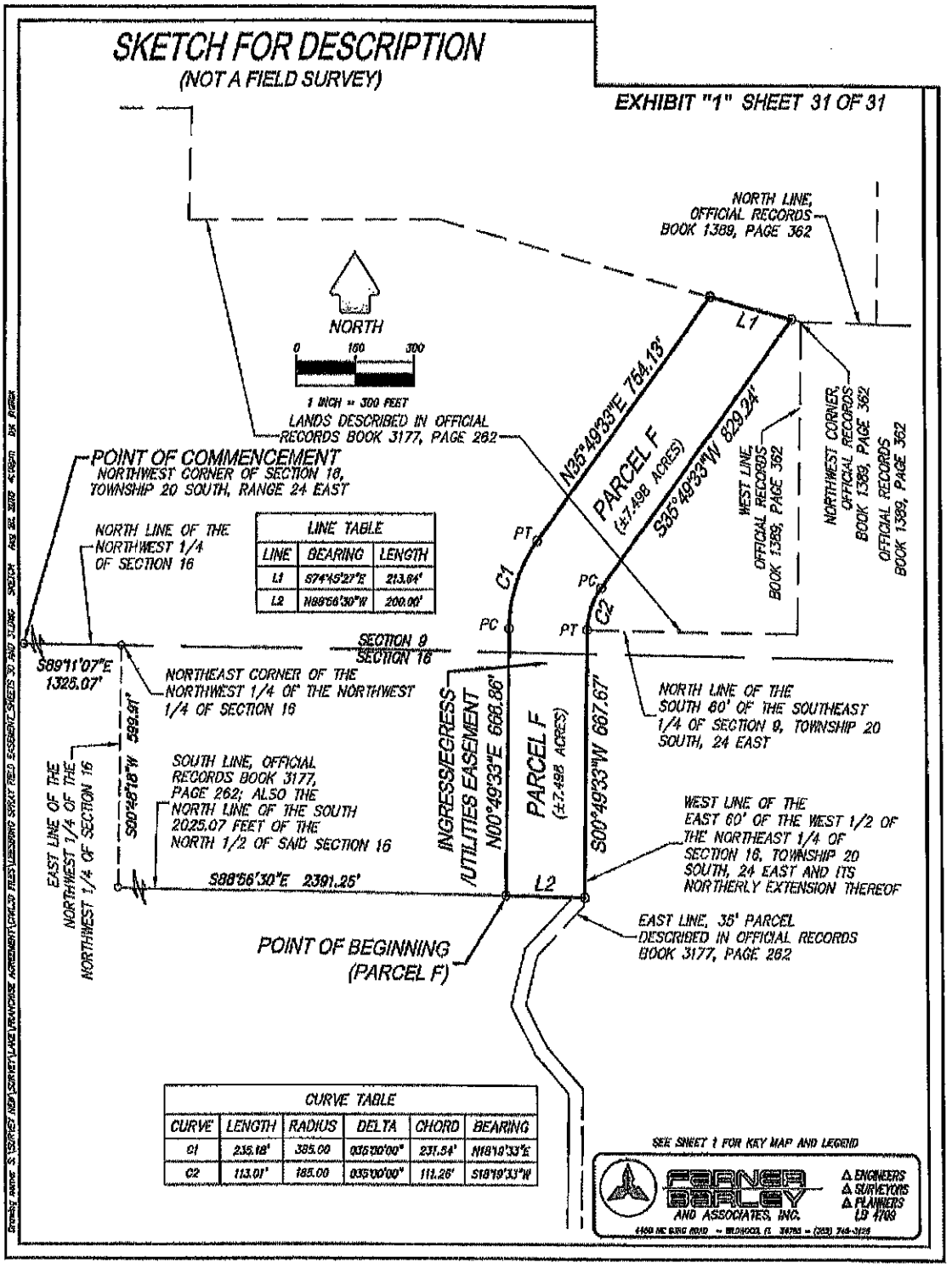
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 282, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°49'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 889.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2,791.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 254.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 7.498 ACRES, MORE OR LESS.

SEE SHEET 1 FOR KEY MAP AND LEGEND

PENNOYER PLACEY AND ASSOCIATES, INC.
△ ENGINEERS
△ SURVEYORS
△ PLANNERS
LB 4709
4700 NE 53RD ROAD – WILDWOOD, FL 34785 – (352) 748-3160

Drawing name: S:\SURVEY\NEW SURVEY\LAKE FRANCHISE AGREEMENT\DWG\ PLEASANTRY SPRAY FIELD EASEMENT\SHEETS 30 AND 31.DWG SKETCH Apr 26, 2016 11:21am DR JAMES



The Villages Land Company LLC Development Agreement
Public Facilities
Exhibit 1

4827-8992-9837.255102/0012

EXHIBIT 2
VLC Reuse Pond 1 (North Pond)

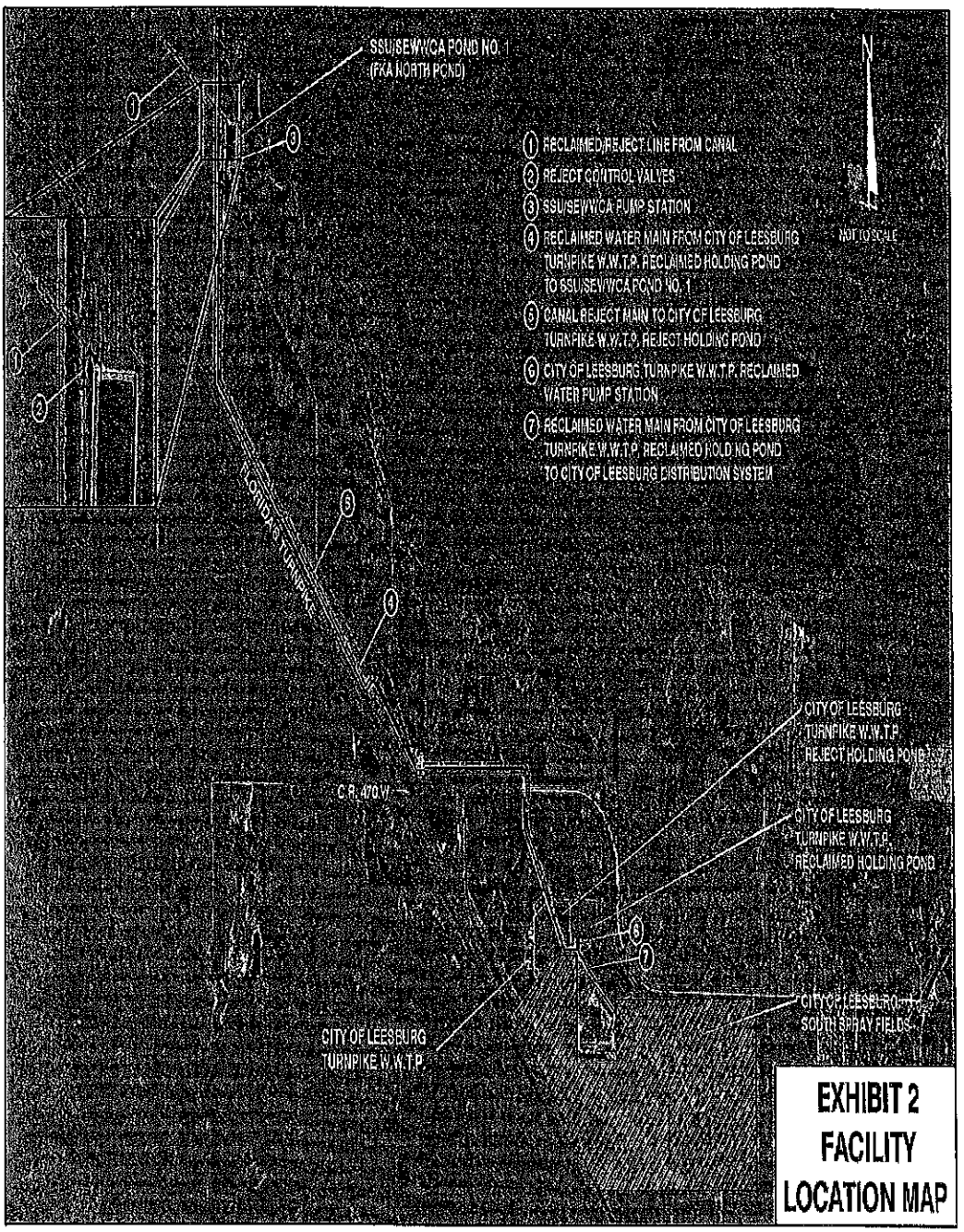


EXHIBIT 3

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY
CITY OF LEESBURG TURNPIKE & CANAL ST WWTP
AND SSU/SEWWCA PONDS

The intent of this reclaimed water control strategy is to provide a general framework for operation of the overall system between the City of Leesburg (City) and South Sumter Utilities/Southeast Wildwood Water Conservation Authority (SSU/SEWWCA). Due to the complexity of treatment, pumping and environmental systems, there are potential scenarios and events that cannot be addressed. When these atypical events occur parties shall agree to expeditiously pursue all necessary actions to resume normal effluent operations as soon as reasonably possible.

The SSU/SEWWCA operations are to be monitored and controlled via the existing SSU/SEWWCA Supervisory Control and Data Acquisition (SCADA) System. The Canal St and Turnpike Wastewater Treatment Plants (WWTPs) Operations are to be monitored and controlled via the City's SCADA System. In the descriptions which follow, all set-points will be adjustable through the associated City's SCADA system or the Operator Interface Terminals (OIT) located at each of the City's sites. There will be no connection between the City's and SSU/SEWWCA SCADA systems.

SSU/SEWWCA Permissive Signal: The SSU/SEWWCA SCADA system will monitor the level of the SSU/SEWWCA Pond no. 1 (i.e. North Pond). This system is responsible for providing a "permissive" command to the City's SCADA System to allow the transfer of reclaimed water to the SSU/SEWWCA Pond No. 1, via the City's SSU/SEWWCA dedicated transfer pump station. This permissive will be either manually initiated by the SSU/SEWWCA operator or automatically initiated through PLC logic. The automatic mode is based on the water level in the SSU/SEWWCA Pond No. 1being below the full level (high water level, HWL). This level will be adjustable via the SSU/SEWWCA SCADA system. This level will typically be set to between 2- to 4-feet of freeboard. After the pond reaches a full level, the pond must fall by an operator adjustable level before the permissive will be reinitiated, typically 3- to 6-inches. This will prevent short cycling of the City's SSU/SEWWCA transfer pump station. If additional basins are constructed adjacent to the reclaimed water main from Turnpike WWTP to the SSU/SEWWCA Pond No. 1, that can receive reuse. the permissive signal from SSU/SEWWCA will be modified to include level monitoring of these basins.

Canal St WWTP to SSU/SEWWCA Pond No. 1
The Canal St WWTP ground storage tank has associated effluent and reject pumping facilities. Both of the pumping stations can convey flow south to the SSU/SEWWCA Pond No. 1 or the Turnpike WWTP.

Normal Operation:
Upon receipt of permissive from SSU/SEWWCA system network, the City's high service pumps will convey reclaimed water to SSU/SEWWCA based on the water levels in the reclaimed tank.

SSU/SEWWCA Non-Permissive:
If no permissive from SSU/SEWWCA system network is received and a high water level (HWL) is reached in the Canal St. WWTP reclaimed tank, the City shall coordinate with SSU/SEWWCA to determine if permission can be manually initiated. If capacity is not available in the SSU/SEWWCA Pond No. 1, the City shall actuate the control valves at the SSU/SEWWCA Pond No. 1, the pond discharge valve will be closed and the reject valve will be opened. The reclaimed water will be diverted to either the reclaimed or reject reservoirs at the Turnpike WWTP for storage. Depending on where the reclaimed water was discharged, it will be sent for disposal on the City's South spray fields, conveyed to City's Public Access Reuse (PAR) system, or delivered to an SSU/SEWWCA storage basin once a permissive signal has been initiated.

Reject Operation:
Independent of the permissive condition of the SSU/SEWWCA system network and prior to the conveyance of non-compliance (reject) water from the Canal WWTP to the Turnpike WWTP, the City shall remote actuate and manually verify position of the valves at the SSU/SEWWCA Pond No. 1. If available SSU/SEWWCA will assist to manually verify valve position. The City shall immediately notify SSU/SEWWCA of a reject condition, and shall provide the estimate duration until normal operation will be resumed. The SSU/SEWWCA discharge valve will be closed and the reject valve will be opened. Reject water will be diverted to reject reservoirs at the Turnpike WWTP for retreatment or disposal on the South spray fields. The City shall be responsible to meet the FDEP requirements for flushing and disinfecting the reuse/reject water main from Canal St WWTP to the SSU/SEWWCA Pond prior changing the control valve position and sending reclaimed water to SSU/SEWWCA. Return to reclaimed shall be a City operator decision and not an automatic process. City shall notify SSU/SEWWCA prior to returning to normal reclaimed operation. SSU/SEWWCA SCADA operators shall not have control to actuate direct reclaimed effluent from the Canal Street WWTF into the North Pond or to bypass it to reject.

Turnpike WWTP to SSU/SEWWCA Pond No. 1 and Additional Reclaimed Ponds.
The Turnpike WWTP reclaimed reservoir has three (3) pump stations: the City's PAR system pump station, the SSU/SEWWCA transfer station and the reject pump station. The reject pump station conveys flow to the south spray field.

Normal Operation:
The City's effluent pump stations will generally convey reclaimed water to SSU/SEWWCA, City's PAR distribution and reject (spray fields) based on the water levels in the reclaimed storage reservoir as indicated in the table below:

Water Level Settings	PAR PS	SSU/SEWWCA Transfer PS	Reject PS
HWL	On(1)	On(2)	On
SSU/SEWWCA Level	On(1)	On(2)	Off
Leesburg Only Level	On(1)	Off	Off

LWL	Off	Off	Off

1. Assumes demand in City's PAR system
2. Assumes permissive signal from SSU/SEWWCA

The variable speed pump stations will run to maintain an adjustable levels in the Turnpike reclaimed reservoir. Any excess reclaimed water beyond the Leesburg level will be transferred to the SSU/SEWWCA. Pumping will be suspended to SSU/SEWWCA should the level fall to below the City Only water level. The City will operate the Turnpike reclaimed reservoir in such a way as to maximize turnover of the stored effluent.

The Leesburg PAR pump station and SSU/SEWWCA station can be interconnected to send additional flow SSU/SEWWCA. It will be the City's discretion to utilize the interconnection based on anticipated system demands. The City shall notify SSU/SEWWCA before the interconnection is opened and when the interconnection is closed.

SSU/SEWWCA Non-Permissive:
If a permissive is not received from SSU/SEWWCA system network the pump stations will generally convey reclaimed water to City's PAR distribution and reject system based on the water levels in the reclaimed reservoir as indicated in the table below:

Water Level	PAR PS	SSU/SEWWCA Transfer PS	Reject PS
HWL	On(1)	Off	On
SSU/SEWWCA Level	On(1)	Off	Off
Leesburg Only Level	On(1)	Off	Off
LWL	Off	Off	Off

1. Assumes demand in City's PAR system

Reject Operation:
If the Turnpike WWTP enters a reject condition the City shall immediately notify SSU/SEWWCA and shall provide the estimated duration until normal operation will be resumed. At no time shall the City utilize the reclaimed holding pond for reject water. The City shall notify SSU/SEWWCA when normal operations have resumed.

EXHIBIT 4

VLC Impact Fees

Police Services:	$217.00 per Equivalent Residential Unit ("ERU")
Library:	$191.00 per ERU
Roads (County):	Amount and Payment as provided in Lake County Fee Schedule
Recreation:	$0.00
Fire/EMS:	$0.00
Wastewater System:	$0.00
Water System:	$0.00

EXHIBIT 5
Franchise Agreement

The form of the franchise agreement shall be mutually agreed to by the parties for the following franchises which shall include audit rights:

Type of Franchise	Annual Payment from Gross Operating Revenues
Potable Water	5%
Wastewater Collection and Treatment	5%
Irrigation and Reclaimed Water	5%
Solid Waste Collection and Disposal	5%

EXHIBIT 6

Building Permitting and Inspection Service Delivery Agreement Between the City of Leesburg, Florida and Sumter County

This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this 11th day of September, 2018, by and between the City of Leesburg ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self-government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City each provide building permitting and inspection services within their respective jurisdictions; and,

WHEREAS, The Villages® Companies undertakes various planned development projects in the City and County which cross jurisdictional boundaries; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a unified approach to building permitting and inspection services for The Villages® Companies will result in a more efficient and cost effective method of service delivery, ultimately enhancing economic development and promoting the safety and welfare of all of the citizens of City/County Region:

1. Service Delivery Agreement:

a. The County shall serve as the single, unified point of service for building permitting and inspections services for development by The Villages® Companies within the portion of the City which is zoned ARD (Age Restricted Development). This Agreement shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and building code enforcement. The Sumter County Building Official shall serve as the Building Official for the City solely for

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development by The Villages® Companies within the portion of the City zoned ARD. The building permit processing, review, inspection services, and building code enforcement shall be provided consistent with State law and the The Villages® development agreement between the City and The Villages®.

b. The County shall be responsible for funding of the staff and operational costs of the services of this Agreement. Funding shall be generated from fees collected for building permit applications, reviews, and inspections for development by The Villages® Companies within the portion of the City which is zoned ARD. Fees collected for building permits, reviews, and inspections for development by The Villages® Companies within the portion of the City zoned ARD shall be the same as the then current County fee schedule.

c. The County and City agree to prepare and adopt unified operational procedures for building permit processing, review, and inspections to assure a high level of service to customers without undue delay.

d. The County shall provide for a building, permitting and inspection customer interface location within The Villages® development within the City.

2. Fire Inspections and Plan Review:

Consistent with The Villages® development agreement with the City, the County, through The Villages® Public Safety Department, shall, pursuant to Section 633.0215, Florida Statutes, and Section 901 of the Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire building plan reviews for development by The Villages® Companies within the portion of the City which is zoned ARD.

3. Term:

The term of this agreement shall commence upon the date set forth above and be for a period of thirty (30) years, unless otherwise amended or earlier terminated as provided herein. Either party may terminate this Agreement without cause by providing the other party one-hundred eighty (180) calendar days prior written notice.

4. Dispute Resolution:

The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

a. Notwithstanding the foregoing, in the event that either Party determines, in its sole discretion and good faith that it is necessary to file a lawsuit or other

formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph A, above, the Parties shall conduct a mediation in the presence of a neutral third party Florida Supreme Court certified mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Costs of mediation shall be shared equally among the parties participating in mediation.

d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

e. Any of the time requirements set forth in this dispute resolution provision of the agreement may be extended to a date certain by mutual agreement, in writing, of the primary conflicting governmental entities. To the extent such

agreement to extend time would cause any jurisdictional time requirements to run with regard to a particular claim, the agreement to extend shall have the effect of extending any jurisdictional time requirements with regard to that claim.

5. ***Hold Harmless; Sovereign Immunity.*** To the extent permitted by law, each party agrees to hold the other harmless from any and all claims, actions or suits which might arise out of its own neglect or default of the Agreement. The foregoing is not intended, and shall not be construed, as a waiver by either party of the benefits of Section 768.28, Florida Statutes.

6. ***Force Majeure.*** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

7. ***Notice.*** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below or communicated through electronic mail (E-Mail) with a Read Receipt. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

If to County: County Administrator
Sumter County
7375 Powell Road
Wildwood, FL 34785

If to City: City Manager
City of Leesburg
501 West Meadow Street
PO Box 490630

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Leesburg, Florida 34749

8. ***Entire Agreement; Modification.*** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

9. ***Assignment and Subcontracting.*** No assignment, delegation, or transfer of this Agreement, or part hereof, shall be made, unless approved in writing by the parties.

10. ***Jointly Drafted.*** The Parties agree that this Agreement is entered into knowingly and voluntarily. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

11. ***Parties Acknowledgement; Parties Bound.*** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, and assigns.

12. ***Waiver.*** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13. ***Time is of the Essence.*** Time shall be of the essence of this Agreement.

14. ***Severability.*** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

15. ***Counterparts.*** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of

this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

16. ***Law of the Agreement.*** The Parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising from or related to this Agreement.

17. ***Jurisdiction and Venue.*** The Parties to this Agreement agree that venue shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited by agreement of the parties. The Parties further agree that entry into this Agreement constitutes irrevocable consent and agreement that the exclusive venue and jurisdiction for any such dispute (including any dispute that is based on only a tenuous nexus to this Agreement) shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any and all right(s), to the removal of any such dispute to any federal court. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

18. ***Attorney's Fees; and Costs of Enforcement.*** Each Party shall at the conclusion of the resolution of any and all disputes arising from or based on this Agreement, shall pay all of its own cost and attorney's fees incurred in the prosecution or defense of said dispute. Each Party shall pay its own cost and attorney's fees without regard to which Party prevailed in the resolution dispute arising from or based on this provisions of this Agreement.

19. ***Section and Paragraph Headings.*** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

20. ***Cooperation; Supplementary Actions.*** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

21. ***Miscellaneous.*** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

IN WITNESS WHEREOF, the City and the County have caused this agreement to be duly executed by their authorized representatives on the dates set forth above.

THE CITY OF LEESBURG

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By: _____
Mayor H.D. Robinson, III

ATTEST: _____
City Clerk J. Andi Purvis

SUMTER COUNTY

By: _____
Al Butler, Chairman

ATTEST: _____
Caroline AlRestimawi, Deputy Clerk

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City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.2.
Meeting Date:	October 10, 2022
From:	Cliff Kelsey, (Public Works Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an amendment to the Development Agreement for the Provision of Public Facilities between The Villages Land Company, LLC and the City of Leesburg; and providing an effective date.

Staff Recommendation:
Staff Recommends execution of an amendment to the Development Agreement for the Provision of Public Facilities between The Villages Land Company, LLC and the City of Leesburg.

Analysis:
In amending the provisions of how effluent is transferred to the Villages, the term lengthening issue is completed in two steps. FDEP requires a separate agreement for the treatment and access points contemplated in item 5(c)1. This item now addresses the 30-year-term modification in the original agreement between the City and Villages.

Procurement Analysis:
N/A

Options:
1. Execute the amendment to the Development Agreement for the Provision of Public Facilities between The Villages Land Company, LLC and the City of Leesburg: or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE PROVISION OF PUBLIC FACILITIES BETWEEN THE VILLAGES LAND COMPANY, LLC AND THE CITY OF LEESBURG; 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 amendment to the agreement with The Villages Land Company, LLC, whose address is 3619 Kiessel Road, The Villages, FL 32163, for the Provision of Public Facilities between The Villages Land Company, LLC.

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 10th day of October 2022.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR THE PROVISION OF PUBLIC FACILITIES

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE PROVISION OF PUBLIC FACILITIES ("First Amendment") is entered into this _____ day of _____, 2022 ("Renewal Effective Date"), by and between **THE VILLAGES LAND COMPANY, LLC**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, FL 32163 ("VLC") and **CITY OF LEESBURG**, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, FL 34749 ("City").

RECITALS:

A. On October 8, 2018 (the "Effective Date"), VLC and City entered into a Development Agreement for Provision of Public Facilities ("Agreement") which was approved by City Commission Resolution No. 10,287.

B. At this time, VLC and City wish to renew the term of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, VLC and City agree as follows:

1. The term of the Agreement is hereby renewed and will terminate thirty (30) years from the Renewal Effective Date.

2. Except as modified by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

3. In the event of a conflict between this First Amendment and any provision in the Agreement, the provision of this First Amendment shall control.

IN WITNESS WHEREOF, VLC and City have executed this First Amendment as of the date and year first above written.

LEESBURG CITY COMMISSION

By:_____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, Clerk

Approved as to Form:

_____
City Attorney

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

BY: TVL Company, LLC, a Florida limited liability company, its Manager

By:_____
Name:_____
Title: Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2022, by _____ 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, who is personally known to me and who did not take an oath.

_____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.3.
Meeting Date:	October 10, 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 DRJ Land Company, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from Truist Bank joining and consenting to the Utility Easement; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Utility Easement from DRJ Land Company, LLC, for the property described therein, together with the Joinder and Consent to Utility Easement from Truist Bank joining and consenting to the Utility easement.

Analysis:
DRJ Land Company, LLC 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.

Truist Bank is the holder of a mortgage, lien, or other encumbrance upon the property described therein and joins and consents to the Utility Easement from DRJ Land Company, LLC and agrees that its mortgage, lien or other encumbrance shall be subordinated to said easement.

Procurement Analysis:
None

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

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM DRJ LAND COMPANY, LLC, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN, TOGETHER WITH THE JOINDER AND CONSENT TO UTILITY EASEMENT FROM TRUIST BANK JOINING AND CONSENTING TO THE UTILITY EASEMENT; 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 DRJ Land Company, LLC for the purpose of granting the City a Utility Easement over, under, upon, across, through, and within the real property described in the document, together with the Joinder and Consent to Utility Easement from Truist Bank joining and consenting to the Utility Easement, 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 10th day of October 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 **DRJ LAND COMPANY, LLC,** whose mailing address is 2025 SW College Road, Ocala, Florida 34471, ("**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:

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

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

Signature

James Hudson

Printed Name

Tiffany Porter

Signature

Tiffany Porter

Printed Name

GRANTOR:

DRJ LAND COMPANY, LLC

Donald R. Jenkins, Manager

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization this 26 day of July, 2022, by Donald R. Jenkins, Manager of DRJ Land Company, LLC, who is [X] personally known to me or [_] who produced the following identification:

Notary Public Signature

Amanda Alm

Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

AMANDA ALM
MY COMMISSION # HH 164204
EXPIRES: August 11, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

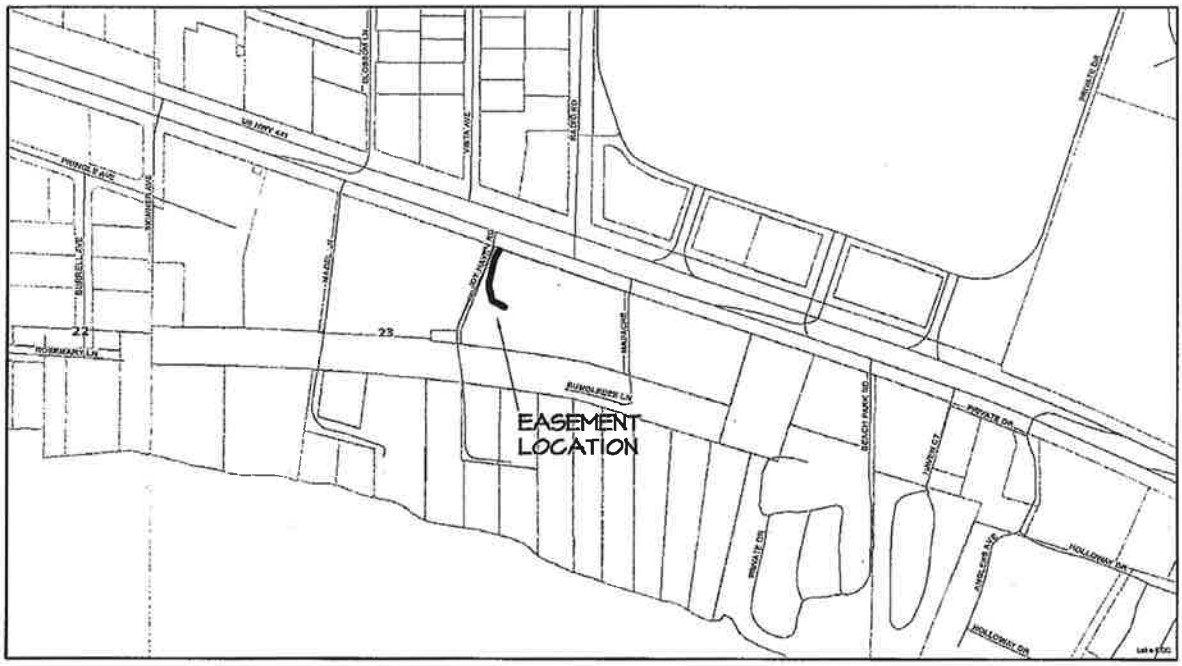
SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

DESCRIPTION:

BEING A 10.00 FEET WIDE UTILITY EASEMENT LYING IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE WEST 150 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441/ STATE ROAD 500, THENCE N. 71°09'25" W. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 405.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S. 30°07'01" W. DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.99 FEET; THENCE S. 13°09'11" W., A DISTANCE OF 71.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 54.23 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°38'55", AN ARC LENGTH OF 26.17 FEET TO THE POINT OF TANGENCY; THENCE S. 14°29'44" E., A DISTANCE OF 32.10 FEET; THENCE S. 62°39'55" E., A DISTANCE OF 44.27 FEET; THENCE S. 18°00'42" W., A DISTANCE OF 10.13 FEET; THENCE N. 62°39'55" W., A DISTANCE OF 50.39 FEET; THENCE N. 14°29'44" W., A DISTANCE OF 36.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 64.23 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°38'55", AN ARC LENGTH OF 30.99 FEET TO THE POINT OF TANGENCY; THENCE N. 13°09'11" E., A DISTANCE OF 73.33 FEET; THENCE N. 30°07'01" E., A DISTANCE OF 33.49 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441/STATE ROAD 500; THENCE S. 71°09'25" E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.20 FEET TO THE POINT OF BEGINNING. CONTAINING 2,166 SQUARE FEET, MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

NOTES:

1) BEARINGS ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441 / STATE ROAD 500 AS BEING N. 71°09'25" W., ASSUMED MERIDIAN.

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

3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.

4) REPRODUCTIONS OF THIS PLAT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5) THIS SKETCH HAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND DESCRIPTION.

SKETCH OF DESCRIPTIONS OF 10.00' WIDE UTILITY EASEMENT
certified to:
DRJ LAND COMPANY LLC
and
CITY OF LEESBURG

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

DRAWN BY: R.W.H.	DATE: 06/22/22		
CHECKED BY: D.C.W.	DRAWING NO.: B-16191		
FILE: SURVEY22\22-864	SHEET 1 or 2		

RONALD WILLIAM HERTA LICENSE NUMBER 4907 STATE OF FLORIDA
Ronald W. Herta 6/23/22
RONALD W. HERTA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4907

PHONE: (352)753-6511 FAX: (352)753-0374
WSI PROFESSIONAL SURVEYING & MAPPING
WADE SURVEYING, INC.
LB-6514
1608 TRACY AVENUE LADY LAKE, FLORIDA 32159

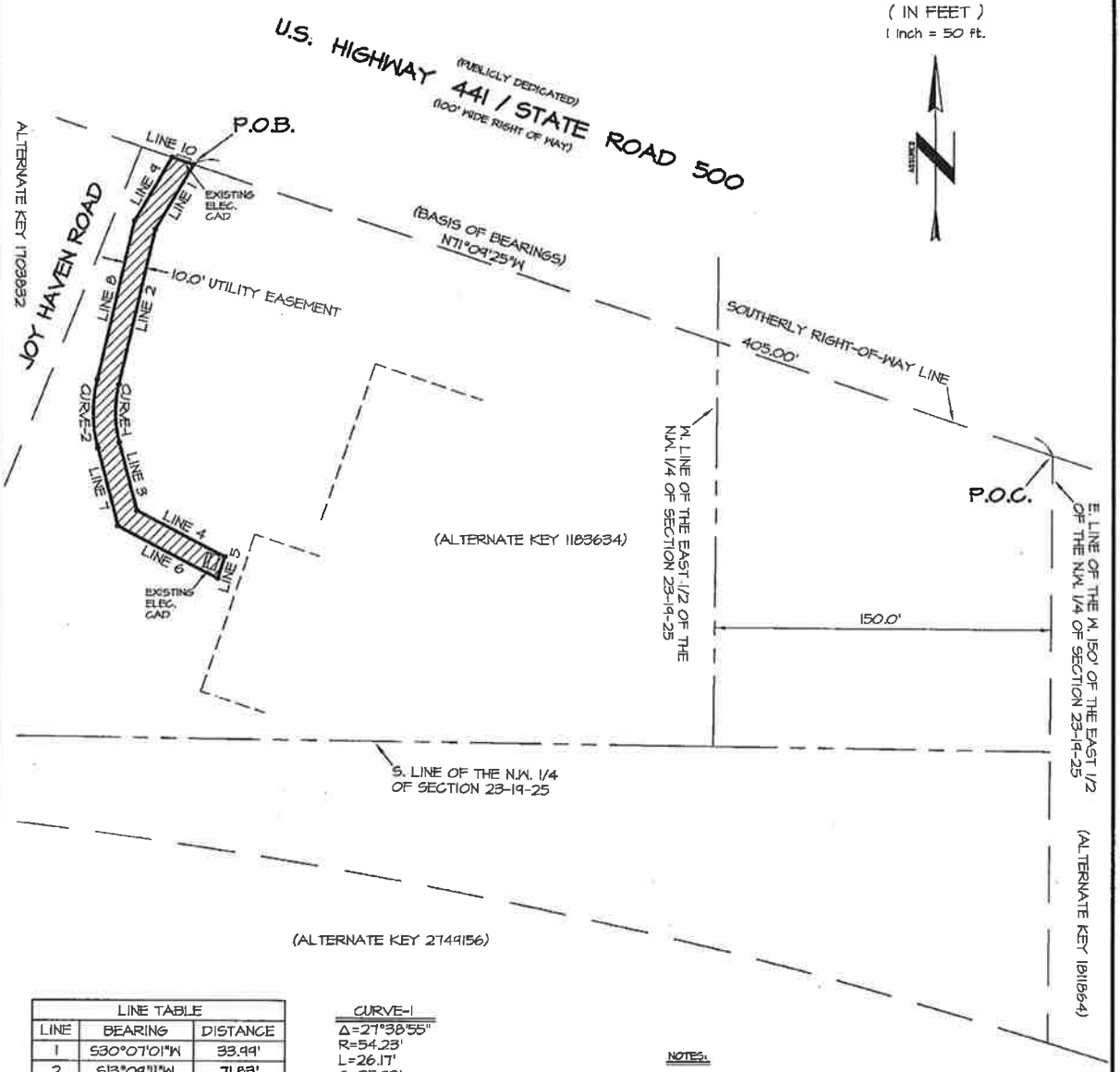
SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

GRAPHIC SCALE

50 0 25 50

(IN FEET)
1 inch = 50 ft.



LINE TABLE		
LINE	BEARING	DISTANCE
1	S30°07'01"W	33.99'
2	S13°09'11"W	71.83'
3	S14°29'44"E	32.10'
4	S62°39'55"E	44.27'
5	S18°00'42"W	10.13'
6	N62°39'55"W	50.39'
7	N14°29'44"W	36.57'
8	N13°09'11"E	73.33'
9	N30°07'01"E	33.44'
10	S71°09'25"E	10.20'

CURVE-1
Δ=27°38'55"
R=54.23'
L=26.17'
C=25.92'
CB=S00°40'17"E

CURVE-2
Δ=27°38'55"
R=64.23'
L=30.99'
C=30.69'
CB=S00°40'17"E

NOTES:

1) BEARINGS ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441 / STATE ROAD 500 AS BEING N. 71°09'25" W., ASSUMED MERIDIAN.
2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
4) REPRODUCTIONS OF THIS PLAT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND

ABBREVIATIONS:
N = NORTH
S = SOUTH
E = EAST
W = WEST
LB = LICENSED BUSINESS
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

SKETCH OF DESCRIPTIONS OF 10.00' WIDE UTILITY EASEMENT

certified to:
DRJ LAND COMPANY LLC
and
CITY OF LEESBURG

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

RONALD WILLIAM WADE
LICENSE NUMBER
STATE OF FLORIDA
LS 4907

Ronald W. Wade 6/23/22
RONALD W. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4907

DRAWN BY: R.W.H.	DATE: 06/22/22		
CHECKED BY: D.C.W.	DRAWING NO.: B-16194		
FILE: SURVEY22\22-864	SHEET 2 OF 2		

PHONE: (352)753-6511 FAX: (352)753-0374
WSI PROFESSIONAL SURVEYING & MAPPING
WADE SURVEYING, INC.
LB-6514
1608 TRACY AVENUE LADY LAKE, FLORIDA 32159

JOINDER AND CONSENT TO UTILITY EASEMENT

TRUIST BANK, a North Carolina banking corporation, hereby certifies that it is the holder of a mortgage, lien, or other encumbrance upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between DRJ LAND COMPANY, LLC and the CITY OF LEESBURG; and agrees that its mortgage, lien, or other encumbrance which is recorded in O.R. Book 5940, Page 1250, of the Public Records of Lake County, Florida, shall be subordinated to said easement.

Signed and sealed in the presence of:

Printed Name: Sarah Merchant

Printed Name: Jennifer Cuffee

TRUIST BANK,
A North Carolina banking corporation,

By: Glenn Stambaugh
Print Name: Glenn Stambaugh
Title: SVP

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this 30th day of August, 2022, by Glenn William Stambaugh, as Senior VP of TRUIST BANK, who is ___ personally known or produced FLDL 53512996202 01 as identification.

(Seal)

NOTARY PUBLIC

KAYLA STEVENSON
Notary Public - State of Florida
Commission # GG 927246
My Comm. Expires Apr 24, 2023
Bonded through National Notary Assn.

Exhibit "A"

Parcel 1

That part of the West 1/2 of Section 23, Township 19 South, Range 25 East, Lake County, Florida, described as follows:

Begin at the intersection of the East line of the West 150 feet of the East 1/2 of the Northwest 1/4 of said Section 23 with the East West midsection line of Section 23; run thence North 00°10'21" West, along said East line of the West 150 feet, a distance of 135.02 feet to a point on the Southerly right of way line of U.S. Highway 441 (State Road 500 as it exists this 14th day of January, 2004); and thence North 71°40'51" West, along said Southerly right of way line, a distance of 429.62 feet to a 4" square concrete monument with a disk in the top stamped RLS NO. 1916, (said concrete monument being on a line, said line being 25 feet, more or less, from and approximately parallel with, when measured at right angles thereto, the Easterly chain link fence of U- Haul's property); thence South 21°08'34" West, along said approximate parallel line, 286.62 feet to a 4" square concrete monument with a disk in top stamped RLS NO. 1916, said point being on the East West midsection line of Section 23 and herein designated as point "A"; begin again at the Point of Beginning and run South 00°10'21" East, along the East line of the West 150 feet of the East 1/2 of the Southwest 1/4 of said Section 23, a distance of 127.94 feet to a point on the Northerly right of way line of the abandoned C.S.X. Railroad; run thence Northwesterly, along said Northerly right of way line, said right of way line being on a curve, said curve concaved to the Southwest and having a radius of 2551.12 feet, through a central angle of 11°44'12", and a chord bearing of North 79°05'31" West, a distance of 522.58 feet to a 4" square concrete monument with a disk in the top stamped RLS NO. 1916; thence North 00°24'08" East, 31 .95 feet to Point "A", being the point of terminus.

Parcel 2

Together with non-exclusive easement for the benefit of Parcel 1 as created by Grant of Easement recorded in Official Records Book 700, page 788, of the Public Records of Lake County, Florida, for the purpose as described therein, over, under and across lands described therein.

Parcel 3

Together with non-exclusive easement for the benefit of Parcel 1 as created by Grant of Easement recorded in Official Records Book 875, page 1344, of the Public Records of Lake County, Florida, for the purpose as described therein, over, under and across lands described therein.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: October 10, 2022

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing paygrade changes to the Police Emergency Services Dispatch division; and providing an effective date.

Staff Recommendation:
Staff recommends changing the current paygrades and salaries for the Police Emergency Services Dispatch division.

Analysis:
Due to the current competitive Emergency Services Dispatch market, it is necessary to change the following paygrades and adjust salaries in order to retain and obtain employees:

Position	Current Paygrade	Proposed Paygrade
Emergency Services Dispatch Manager	125	133
Emergency Services Dispatcher I	120	124
Emergency Services Dispatcher II	121	126
Emergency Services DIspatcher III	123	128

Procurement Analysis:
N/A

Options:
1. Approve the recommended modification as presented, or;
2. Deny the recommended modification, or;
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Currently, the Police Emergency Services Dispatch division has four (4) vacancies which total $256,064. This would offset the cost of the requested changes, which amount to approximately $94,000.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING PAYGRADE CHANGES TO THE POLICE EMERGENCY SERVICES DISPATCH DIVISION; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes changing the Police Emergency Services Dispatch division paygrades as follows:

Position	Current Paygrade	Proposed Paygrade
Emergency Services Dispatch Manager	125	133
Emergency Services Dispatcher I	120	124
Emergency Services Dispatcher II	121	126
Emergency Services Dispatcher III	123	128

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 10th day of October 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.5.
Meeting Date:	October 10, 2022
From:	Tino Anthony , (IT Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing a position modification within the Geographic Information Systems (GIS) division; and providing an effective date.

Staff Recommendation:
Staff recommends replacement of the current position of a GIS Planning Specialist with a GIS Supervisor position.

Analysis:
Currently, the GIS staff of four (4) directly reports to the City's Network Manager. As a result of the impending retirement of senior staff and the increase in the volume of work over the last six (6) years, staff are requesting a GIS Supervisor (paygrade 135) position to aid in managing the increased workflow and staff. This position will replace the current open position, GIS Planning Specialist (paygrade 124). This position will report directly to the City's Network Manager.

Procurement Analysis:
N/A

Options:
1. Approve the recommended modification as presented, or;
2. Deny the recommended modification, or;
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
This change will increase the GIS division's personnel expenses by approximately $35,000.00.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING A POSITION MODIFICATION WITHIN THE GEOGRAPHIC INFORMATION SYSTEMS (GIS) DIVISION; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the approval of a modification to the Geographic Information Systems (GIS) staff classification from GIS Planning Specialist to GIS Supervisor.

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 10th day of October 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.1.
Meeting Date:	October 10, 2022
From:	Dan Miller, (Planning and Zoning Director), Dianne Pacewicz, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.93 +/- acres, and being generally located east of County Road 468 and north of Griffin Road, 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 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 2; and providing an effective date. (Lake Co Holdings)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Lake County Holdings Property.

Analysis:
The applicant has submitted a request for annexation of approximately 7.93 acres of land generally located east of County Road 468 and north of Griffin Road, as shown on the attached General Location Map. At this time, the property is vacant. The current zoning is Lake County R-7 (Mixed Residential District) and Lake County CP (Commercial Planned); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal of the property is for commercial use.

The property is surrounded by Lake County R-7 (Mixed Residential District), Lake County CP (Commercial Planned), and Lake County RP (Residential Professional). Under the conditions of the SPUD (Small Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on May 19, 2022.

Procurement Analysis:
N/A

Options:
1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:
A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 7.93 +/- ACRES, AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 468 AND NORTH OF GRIFFIN ROAD, 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 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 2; AND PROVIDING AN EFFECTIVE DATE. (LAKE CO HOLDINGS)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval 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.

Based upon the petition of Charles Everett, Lake County Holdings, LLC, (Michael Rankin, LPG Urban & Regional Planners, Inc, Agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or

hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 2;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

_____

Mayor

ATTEST:

_____

City Clerk

EXHIBIT A

LEGAL DESCRIPTION
LAKE LAND HOLDINGS, LLC

Parcel 1 (per Official Records Book 5690 Pages 104-105)
The South 25 feet of Lot 26 of Edgewood Park Addition No 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

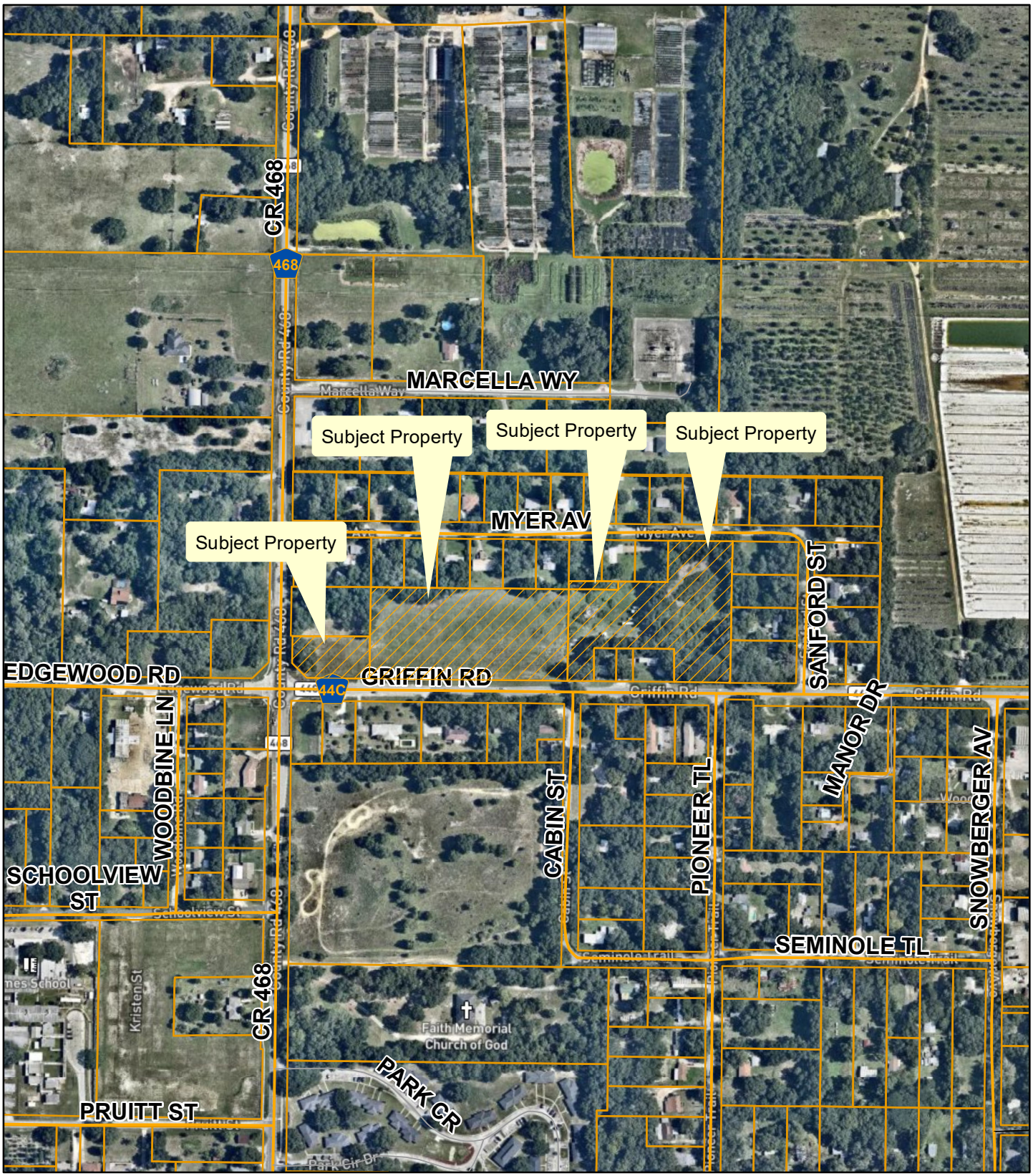
Parcel 2
A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest ¼ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest ¼, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N 89°48'50" W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N 00°13'10" E, for a distance of 100 feet; thence N 89°48'50" W a distance of 243.51 feet; thence S 00°13'10" W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N 89°48'50" W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S 89°48'50" E a distance of 150 feet; thence N 00°13'10" E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N 89°48'50" W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying West of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Parcel 1 (per Official Records Book 5600 Page 1287)
Lot 35 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida less and except the following described parcel: Begin at the Northwest corner of Lot 35, thence run S 89°52'50" E along the North line of Lot 35 for 5.00 feet, thence S 00°17'20" W a distance of 81.69 feet, thence S 44°45'45" E a distance of 63.58 feet, to the South line of said Lot 35, thence N 89°48'50" W a distance of 50.00 feet to the West line of Lot 35, thence N 00°17'20" E a distance of 126.80 feet to the Point of Beginning.

Parcel 3

A part of Tract “A” in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest ¼ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest ¼, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N 89°48’50” W, along the South line of Tract “A” (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N 00°13’10” E, for a distance of 100 feet; thence N 89°48’50” W a distance of 243.51 feet; thence S 00°13’10” W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N 89°48’50” W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S 89°48’50” E a distance of 150 feet; thence N 00°13’10” E a distance of 125 feet, to the North line of Tract “A”; thence run Easterly, to the Northeast corner of Tract “A”; thence run Southerly, along the East line of Tract “A”, to the North right of way line of Edgewood Road and the Southeast corner of Tract “A”, said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N 89°48’50” W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract “A” lying East of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Aerial



Planning & Zoning Division

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Lake County Holdings, LLC
ANNX-22-125; SSCP-22-126; SPUD-22-127
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Surrounding Land Uses

Planning & Zoning Division

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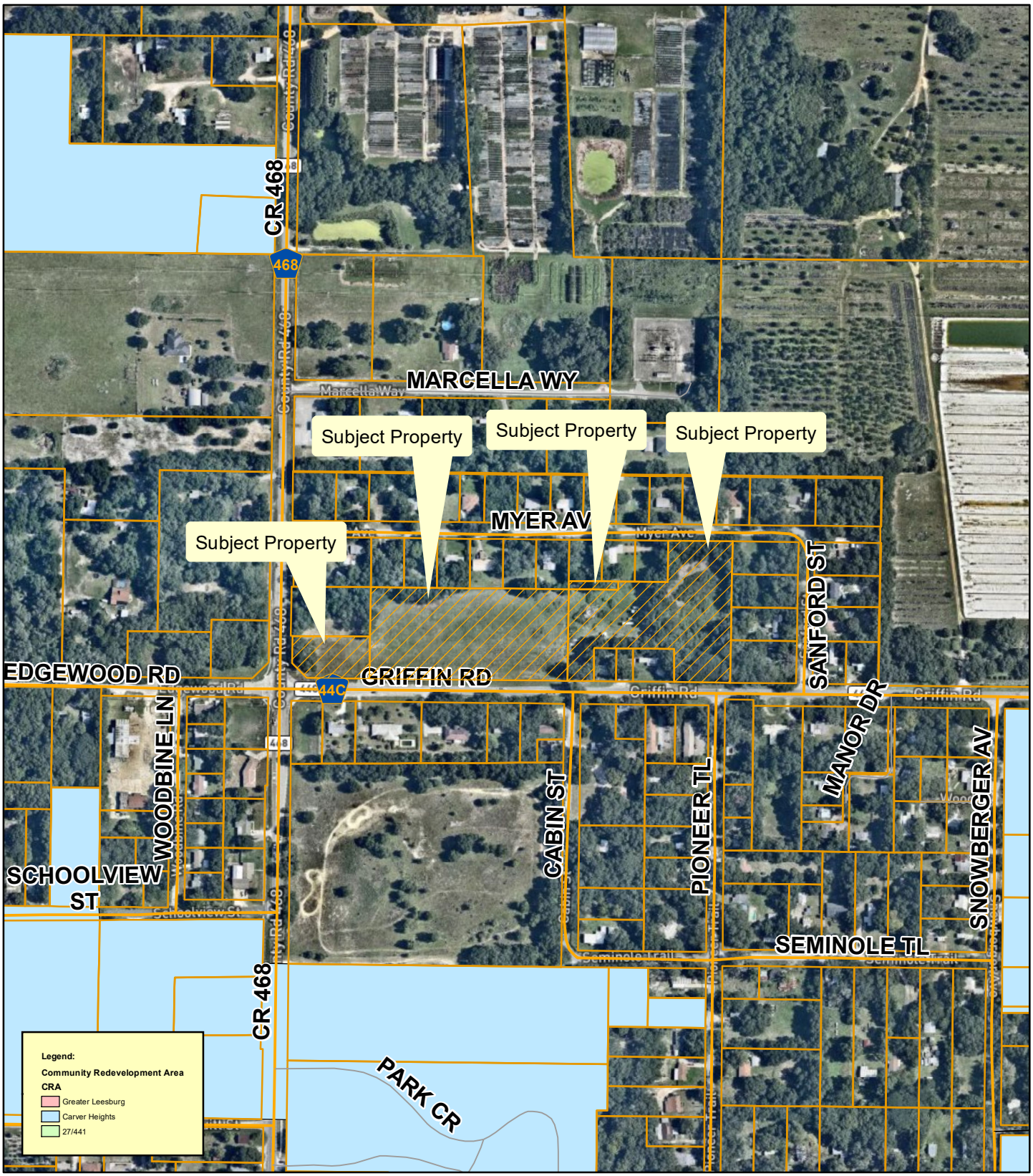
Lake County Holdings, LLC
ANNX-22-125; SSCP-22-126; SPUD-22-127
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Community Redevelopment Area



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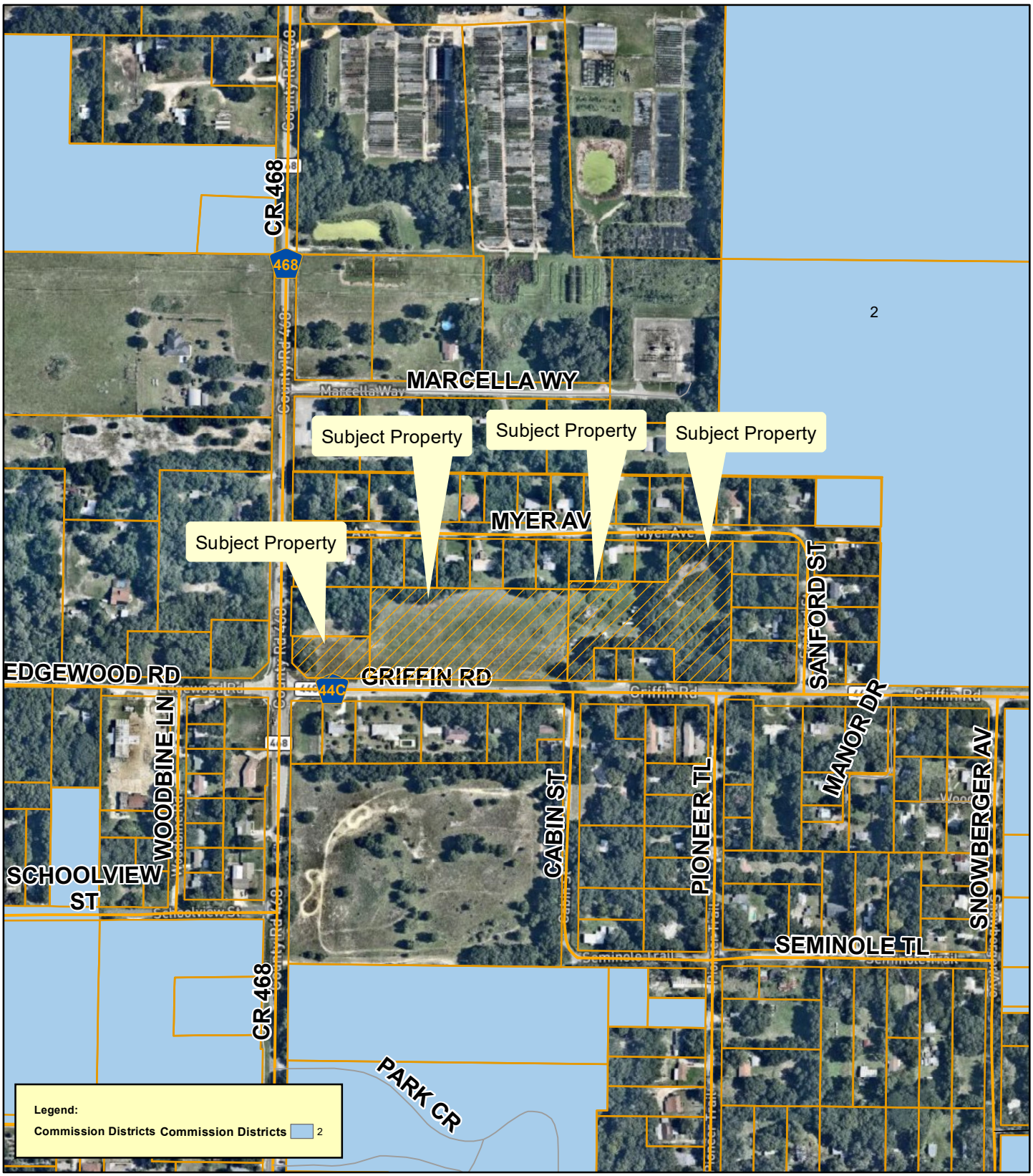
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Commission District



Planning & Zoning Division

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AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.2.
Meeting Date:	October 10, 2022
From:	Dan Miller, (Planning and Zoning Director), Dianne Pacewicz, (Senior Planner)
Subject:	An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 7.93 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located east of County Road 468 and north of Griffin Road, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 7.93 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial.

Analysis:
The project site is approximately 7.93 acres. The property is generally located east of County Road 468 and north of Griffin Road. Currently, the property is vacant. The proposed use is for commercial development. The surrounding Future Land Use Map designations of Lake County Urban High Density are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on May 19, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban High Density to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 7.93 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 468 AND NORTH OF GRIFFIN ROAD, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE CO HOLDINGS)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 7.93 acres of land generally located east of County Road 468 and north of Griffin Road from Lake County Urban High Density to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION
LAKE LAND HOLDINGS, LLC

Parcel 1 (per Official Records Book 5690 Pages 104-105)
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CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE:	May 19, 2022
OWNER:	Charles Everett, Lake County Holdings, LLC
PETITIONER:	Charles Everett, Lake County Holdings, LLC
PROJECT:	Lake County Holdings, LLC
REQUEST:	Change Future Land Use Designation and Rezone for commercial development
CASE NO.:	SSCP-22-126

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request

for the following reason(s):

1. The proposed request is compatible with the current surrounding Future Land Use category of Lake County Urban High Density.

2. The proposed request will allow for commercial activity that will create jobs.

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 General Commercial and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: May 19, 2022
OWNER: Charles Everett, Lake County Holdings, LLC
PETITIONER: Charles Everett, Lake County Holdings, LLC
PROJECT: Lake County Holdings, LLC
REQUEST: Change Future Land Use Designation and Rezone for commercial development
CASE NO.: SSCP-22-126; RZ-22-127

GENERAL LOCATION: The property is generally located east of CR-468 and north of Griffin Road.

FUTURE LAND USE DESIGNATION:
Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban High Density
South – Lake County Urban High Density
East – Lake County Urban High Density
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION:
General Commercial

EXISTING ZONING DESIGNATION:
Lake County R-7 (Mixed Residential District);
Lake County CP (Commercial Planned)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County R-7 (Mixed Residential District); Lake County CP (Commercial Planned)
South – Lake County R-7 (Mixed Residential District); Lake County RP (Residential Professional)
East – Lake County R-7 (Mixed Residential District)
West – Lake County RP (Residential Professional); Lake County CP (Commercial Planned)

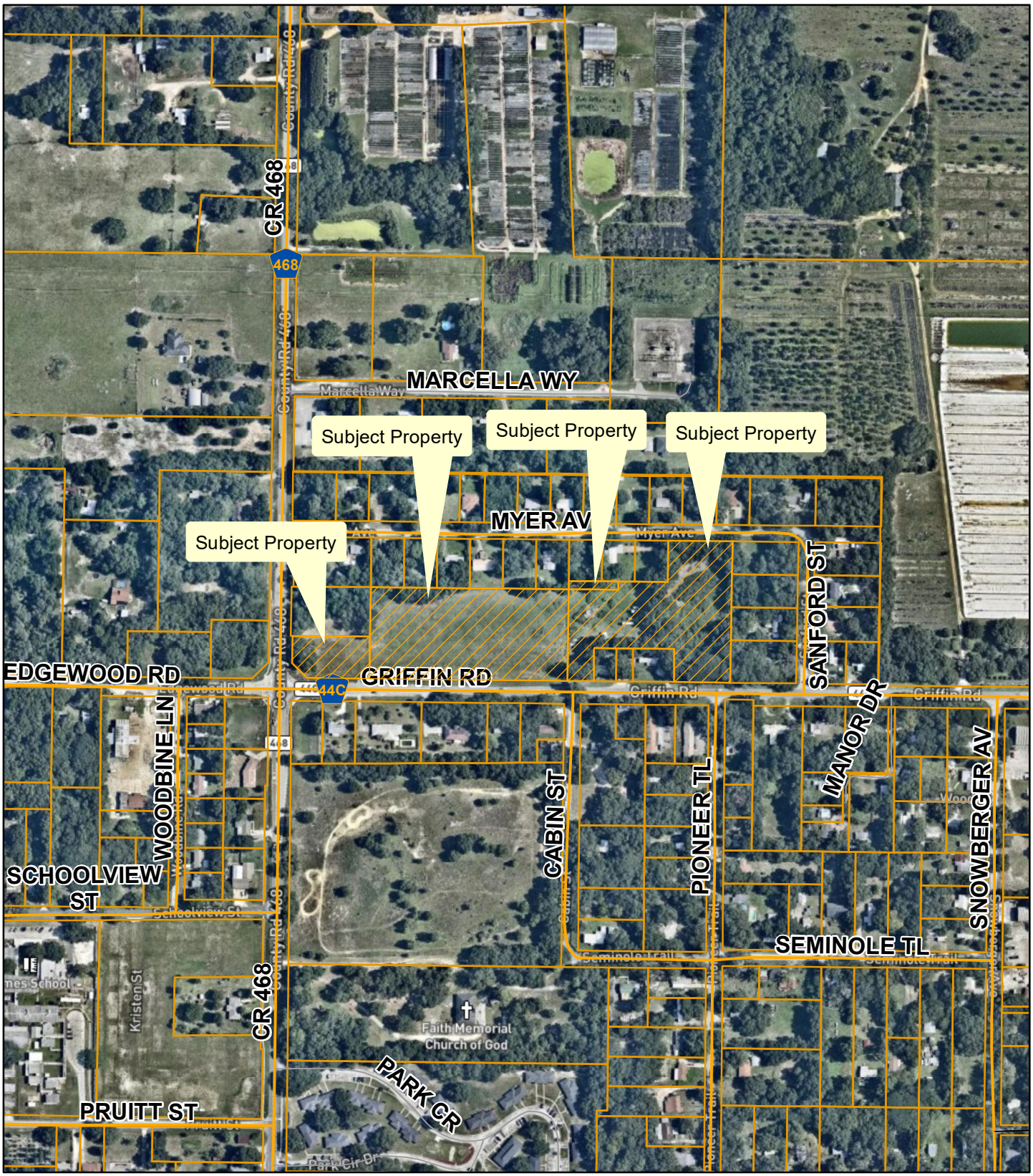
PROPOSED ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant Commercial and Vacant Residential

SURROUNDING LAND USE:
North – Residential
South – Residential; Government parcel
East – Residential
West – Residential; Government parcel

PROPOSED LAND USE: Commercial development

Aerial



Planning & Zoning Division

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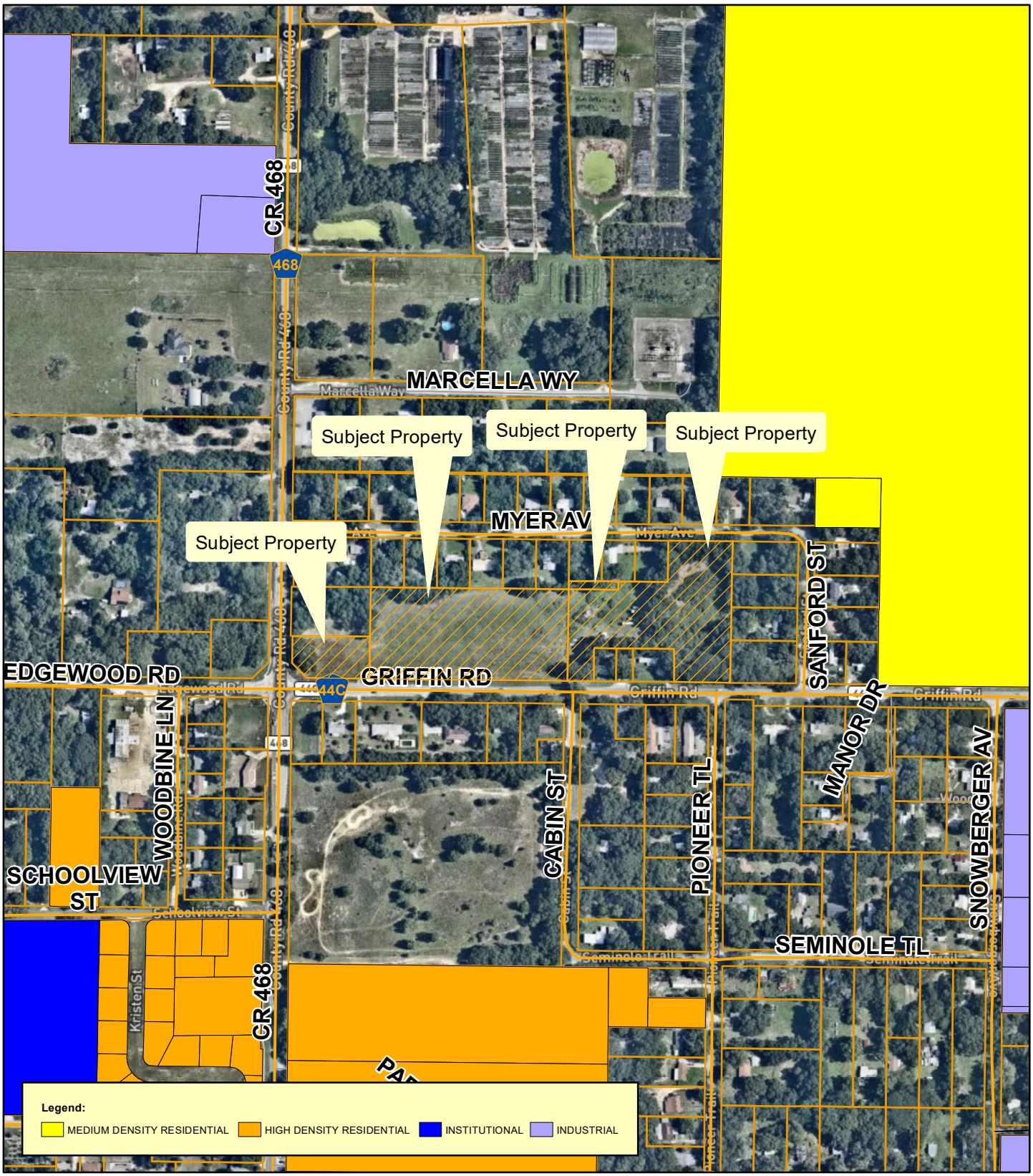
Lake County Holdings, LLC
ANNX-22-125; SSCP-22-126; SPUD-22-127
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Future Land Use



Planning & Zoning Division

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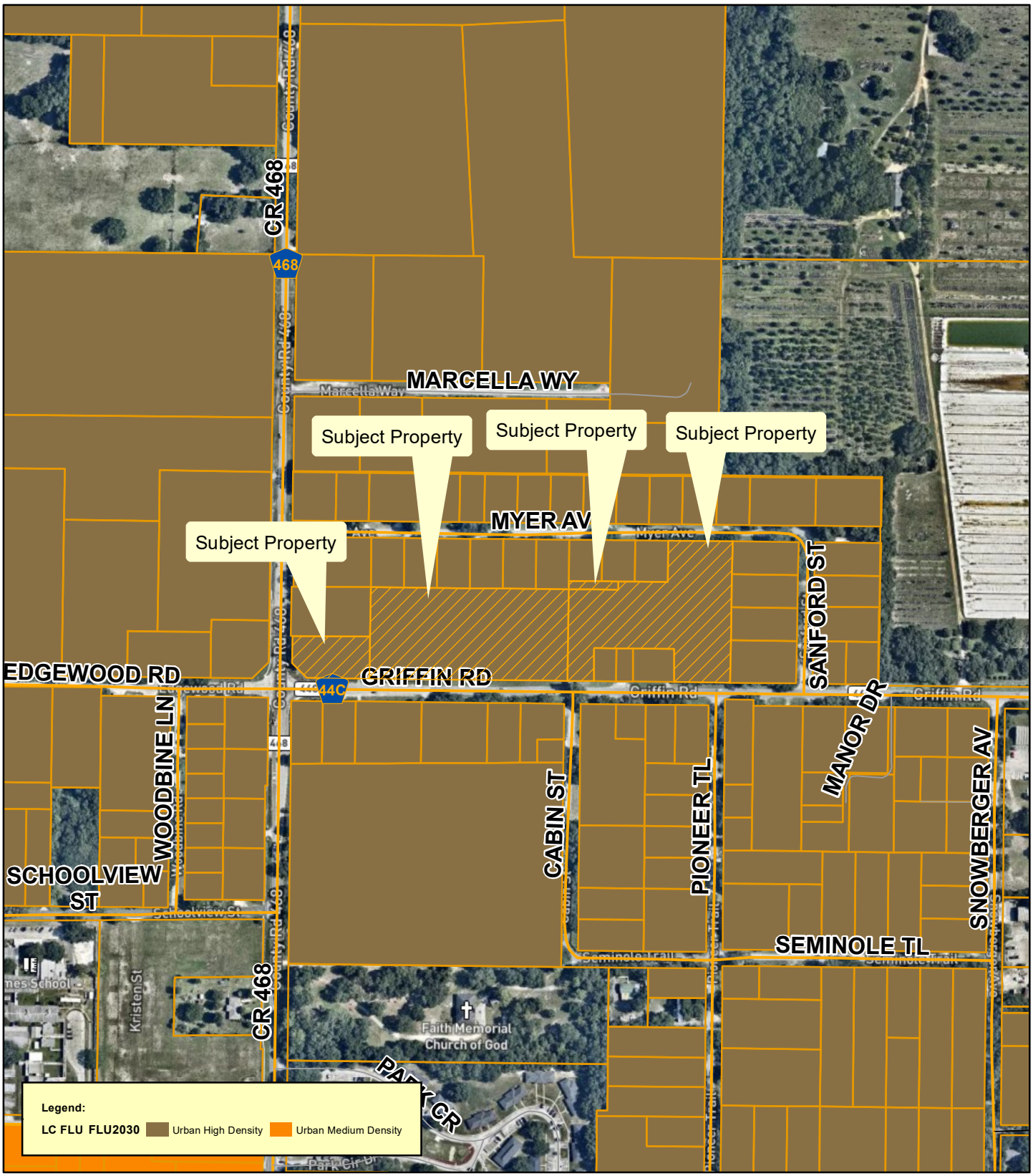
April 13, 2022

Lake County Future Land Use



Planning & Zoning Division

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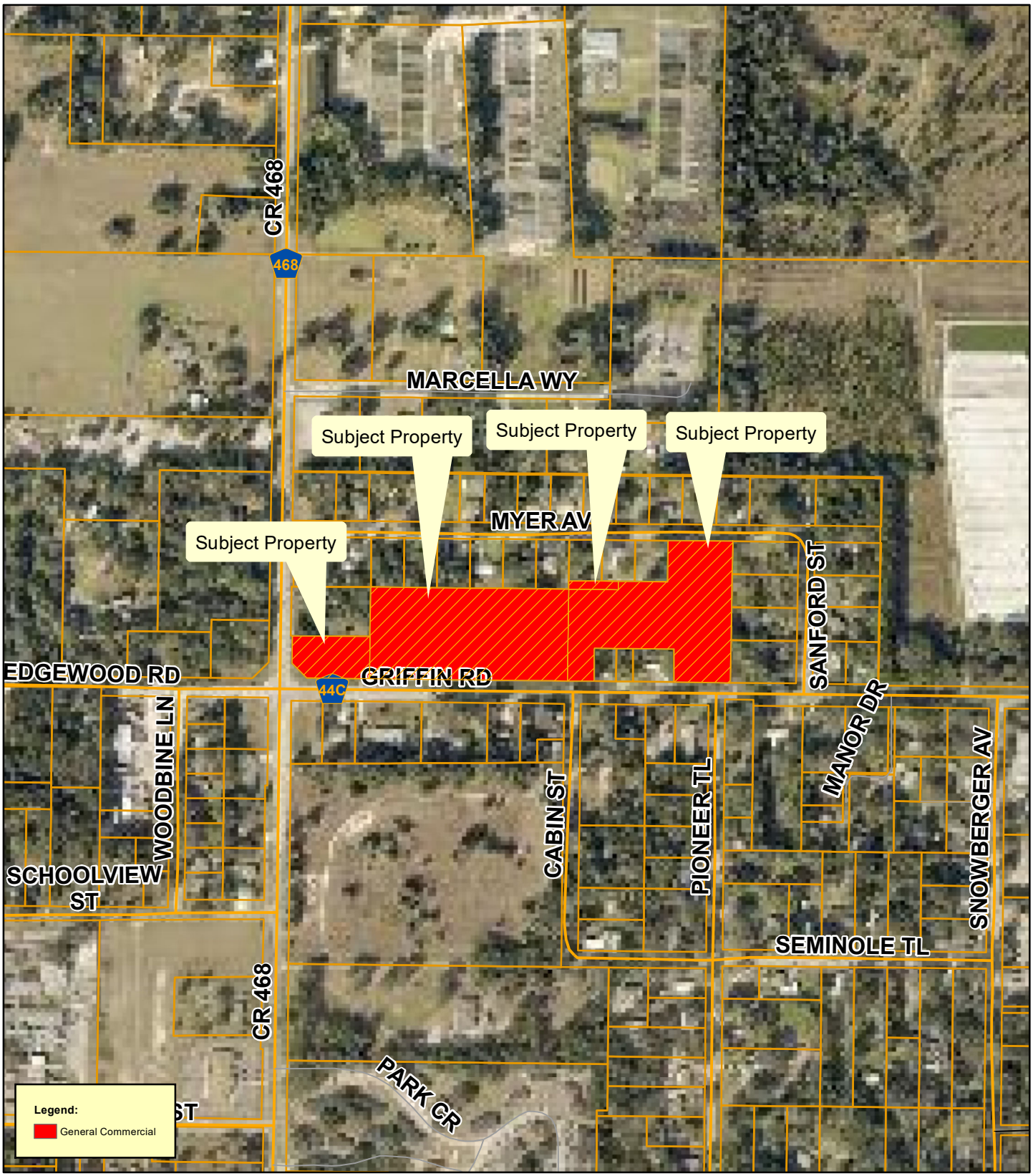
Section 21, Township 19 South, Range 24 East
April 13, 2022

Proposed Future Land Use



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AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.3.
Meeting Date:	October 10, 2022
From:	Dan Miller, (Planning and Zoning Director), Dianne Pacewicz, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.93 +/- acres from Lake County R-7 (Mixed Residential District) and Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for mixed use development for a property generally located east of County Road 468 and north of Griffin Road, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-7 (Mixed Residential District) and Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and residential development.

Analysis:
The project site is approximately 7.93 +/- acres, and is generally located east of County Road 468 and north of Griffin Road as shown on the attached maps. At this time, the property is vacant. The proposal will allow for a commercial development. The existing land uses surrounding the property are residential and government parcel. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 19, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to SPUD (Small Planned Unit Development),
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 7.93 +/- ACRES FROM LAKE COUNTY R-7 (MIXED RESIDENTIAL DISTRICT) AND LAKE COUNTY CP (PLANNED COMMERCIAL DISTRICT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 468 AND NORTH OF GRIFFIN ROAD, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE CO HOLDINGS)

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

Section 1.

Based upon the petition of Charles Everett, Lake County Holdings, (Michael Rankin with LPG Urban & Regional Planners, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-7 (Mixed Residential District) and Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 10th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION
LAKE LAND HOLDINGS, LLC

Parcel 1 (per Official Records Book 5690 Pages 104-105)
The South 25 feet of Lot 26 of Edgewood Park Addition No 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Parcel 2
A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest ¼ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest ¼, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N 89°48'50" W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N 00°13'10" E, for a distance of 100 feet; thence N 89°48'50" W a distance of 243.51 feet; thence S 00°13'10" W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N 89°48'50" W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S 89°48'50" E a distance of 150 feet; thence N 00°13'10" E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N 89°48'50" W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying West of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.

Parcel 1 (per Official Records Book 5600 Page 1287)
Lot 35 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida less and except the following described parcel: Begin at the Northwest corner of Lot 35, thence run S 89°52'50" E along the North line of Lot 35 for 5.00 feet, thence S 00°17'20" W a distance of 81.69 feet, thence S 44°45'45" E a distance of 63.58 feet, to the South line of said Lot 35, thence N 89°48'50" W a distance of 50.00 feet to the West line of Lot 35, thence N 00°17'20" E a distance of 126.80 feet to the Point of Beginning.

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LAKE COUNTY HOLDINGS, LLC
SMALL PLANNED UNIT DEVELOPMENT CONDITIONS
May 19, 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 **Mr. Charles Everett, Lake County Holdings, LLC, 4441 NE 1st Terrace, Deerfield Beach, Florida 33064 (Greg Beliveau, LPG Urban and Regional Planners, Inc. 1162 Camp Avenue, Mt. Dora Florida, Petitioner),** "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting approval for a proposed Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed mixed use development consisting of a 6,000 square foot commercial center, 15,000 square foot office with storage, 3,000 square feet of mini warehouses, with recreational vehicle/boat storage uses, plus accessory uses, on approximately 7.93 acres, generally located at the northeast corner of County Road 468 and Griffin Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted *to* **Mr. Charles Everett, Lake County Holdings, LLC, 4441 NE 1st Terrace, Deerfield Beach, Florida 33064 (Greg Beliveau, LPG Urban and Regional Planners, Inc. 1162 Camp Avenue, Mt. Dora Florida, Petitioner),** 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 7.93 acres, shall be used for the above described development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses
   1. General offices
   2. Professional and medical offices
   3. Day Care
   4. Retail sales/service uses
   5. Personal Services
   6. Diner/restaurant uses
   7. Mini-Warehouse storage
   8. RV/boat storage
   9. Open storage (buffered)
   10. Additional uses may be permitted by written request to the Planning & Zoning Director. Such request shall indicate how the intensity, traffic and use are consistent with permitted uses shown herein and with the remaining conditions of this SPUD document.

B. Prohibited Uses
   1. Residential units (as a primary use, see Accessory Uses below)
   2. Industrial Uses
   3. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
   4. Operating a business from a storage unit is prohibited.

C. Accessory Uses
   1. Unmanned machines (Ice/Teller, etc.)
   2. Accessory structures in support of primary uses, such as sheds within the RV/boat storage area
   3. One residential unit, to be utilized as an accessory use for security purposes.

4. DEVELOPMENT STANDARDS (use C-3)

A. The petitioner shall develop for review, a Master Site Plan, showing all uses, parking, drainage, landscaping, utilities, etc., which shall be reviewed under the Site Plan Review process and standards of the City of Leesburg.

B. As part of the Site Plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions as set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings lying along the exterior boundaries of the property shall be required to meet the standards of Section 25-360, *Commercial architectural design standards,* City of Leesburg, Code of Ordinances.

B. Other similar design variations meeting the intent of this section may be approved by the Planning & Zoning Director or designee.

C. The architectural styles and facades shall be reviewed by staff prior to submission of the site plan, and shall meet the criteria stated herein.

D. The Permittee shall utilize "Dark Sky" principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties.

6. LANDSCAPING, BUFFER & OPEN SPACE REQURIEMENTS

A. A minimum twenty (20) foot separate buffer tract with plantings as shown in Figure A below, shall be provided along the north boundary of the subject property in any area not adjacent to a wetland. In addition, minimum fifteen (15) foot landscape buffer tract shall be installed along the western and southern property lines, in all areas not adjacent to a wetland.

B. A six (6) foot high privacy fence shall be provided along the northern boundary lines of the proposed development. park. This fence shall be constructed of PVC, or other such synthetic material that creates an opaque barrier between the subject property and adjacent lands in those locations. This fence shall be constructed on or within the property lines, leaving the required buffers for landscaping as required herein.

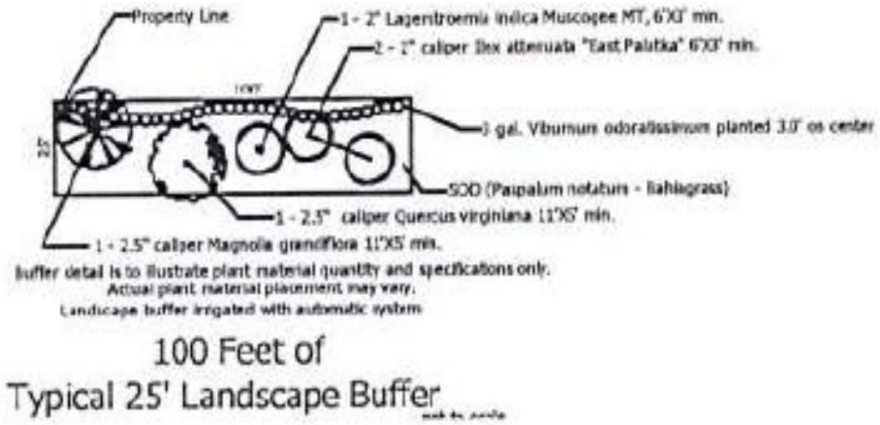
C. Any area identified on the conceptual plan attached hereto, which is adjacent to a wetland, shall not be required to have a separate buffer.

D. Where not otherwise required herein, all landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



100 Feet of
Typical 25' Landscape Buffer

E. Minimum open space allowance for the site shall be 35%, which may consist of wetlands, stormwater ponds, recreational areas and common areas.

F. Variations to the Landscape, Open Space and Buffer requirements of this agreement may be approved by the Planning and Zoning Manager 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.

G. 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) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor

4) Each area of landscape buffer shall contain adequate tree and landscape coverage to meet or exceed current City of Leesburg landscape code requirements set forth in Chapter 25, City of Leesburg Code of Ordinances.

7. SITE ACCESS AND SIGNAGE

A. Access locations depicted on the Master Site/Development Plan are conceptual and subject to Lake County and FDOT approval. Actual location and design of the roadways shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.

1) Adequate right of way along the access point shall be required to ensure adequate roadway paving and access.

2) Prior to completion of the design plans, the developer shall work with the Lake County Department of Public Works and FDOT 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.

C. The access point(s) may include 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 the ground enclosure support and bases of entry signage may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.

D. All roads/parking areas within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads/parking or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads/parking and transportation improvements.

G. A sidewalk shall be provided along Griffin Road and County Road 468 and may be located within the required buffers. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing,

grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations 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 owner's association is an acceptable maintenance entity.

D. The existing 100-year flood plain shown shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City

may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the owner(s)/tenants of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of twenty-five (25) feet from any wetland jurisdiction boundary, or as determined by the appropriate jurisdictional agency.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. If there are currently FEMA flood zones located on the parcel, 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 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. 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.

14. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. The terms of this SPUD (Small Planned Unit Development) zoning agreement shall be substantially implemented within one hundred twenty (120) months. If the terms of this agreement have not been substantially implemented within this time period, this SPUD shall expire of its own accord, without further action by the City, and the City shall initiate the public hearing process to rezone the property to its prior classification, or if that classification is no longer available, the closest available zoning classification. In the interim, after this SPUD expires but prior to completion of the rezoning to prior classification, no applications for the use of, or construction of improvements on, the property shall be accepted.

C. Satisfaction of substantial implementation shall be attained at such point as the developer has performed the following:

1) Completed and received approval from the City of Leesburg for the site plan review process for completion of one (1) phase of the approved site development plan, to include permits from regional and State of Florida agencies as required by law.

2) Substantially commenced construction on the site (which shall require vertical construction, not to include site work).

15. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any

manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the 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.

F. The requirements and conditions of this PUD may be enforced either through the standard Code Enforcement process outlined in the Code of Ordinances, by initiation of proceedings to amend or revoke this PUD for violation of its conditions, by appropriate judicial proceedings, or in any other manner permitted by law.

16. LEVELS OF SERVICE

A. Levels of Service

1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

b. If the development requires construction of new distribution or collection lines, the developer shall be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be

constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity
   a. There are no previous commitments of any existing or planned excess capacity for this property.
3) Ability to Provide Services
   a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
   b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION
LAKE LAND HOLDINGS, LLC

Parcel 1 (per Official Records Book 5690 Pages 104-105)
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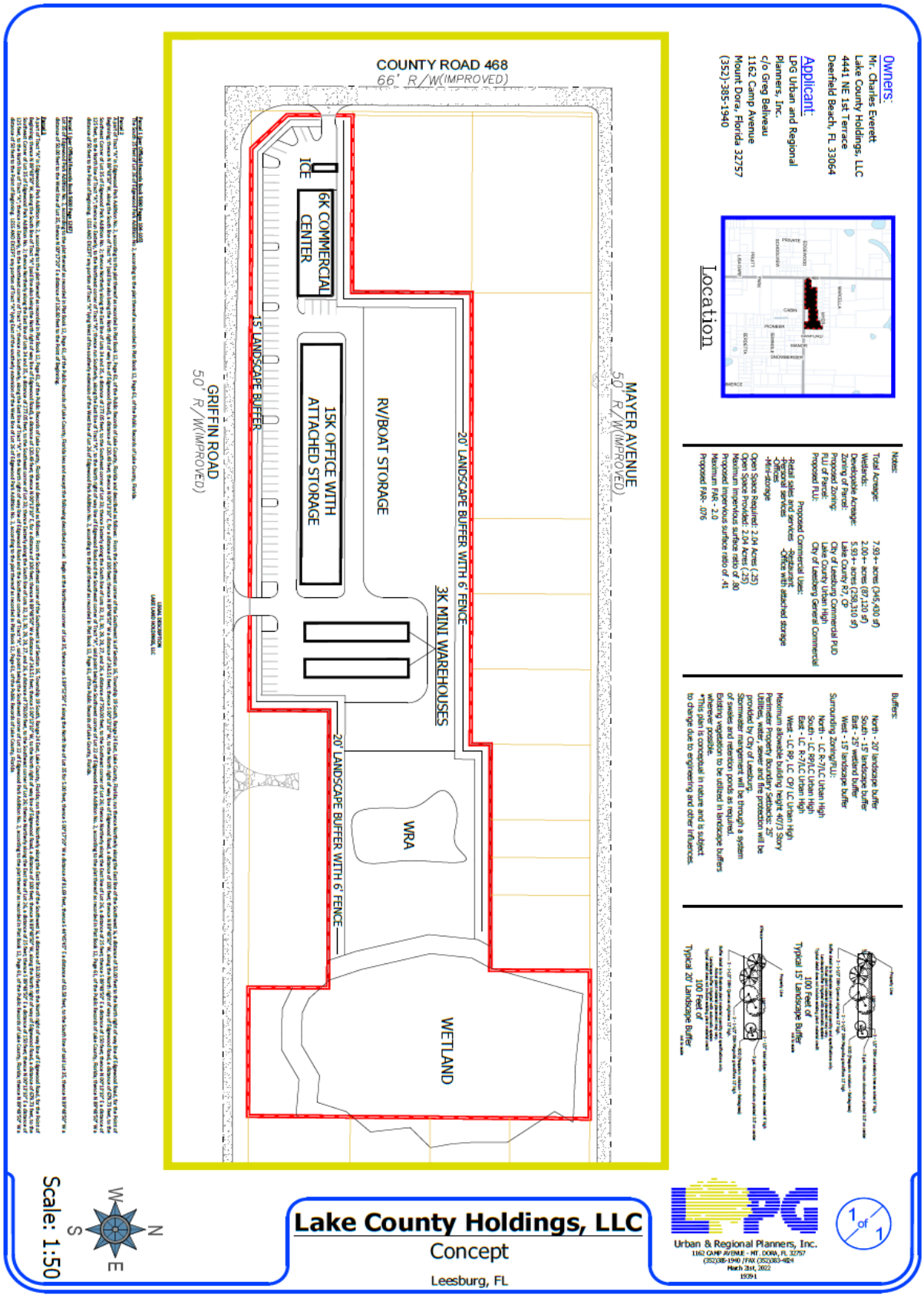
Parcel 3
A part of Tract "A" in Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida and described as follows: From the Southeast corner of the Southwest ¼ of Section 16, Township 19 South, Range 24 East, Lake County, Florida; run thence Northerly along the East line of the Southwest ¼, a distance of 33.00 feet to the North right of way line of Edgewood Road, for the Point of Beginning; thence N 89°48'50" W, along the South line of Tract "A" (said line also being the North right of way line of Edgewood Road), a distance of 120.49 feet; thence N 00°13'10" E, for a distance of 100 feet; thence N 89°48'50" W a distance of 243.51 feet; thence S 00°13'10" W, to the North right of way line of Edgewood Road, a distance of 100 feet; thence N 89°48'50"

W, along the North right of way of Edgewood Road, a distance of 679.73 feet, to the Southeast Corner of Lot 35 of Edgewood Park Addition No. 2; thence Northerly along the East line of Lots 34 and 35, a distance of 277.05 feet, to the Southeast corner of Lot 33; thence Easterly along the South line of Lots 32, 31, 30, 29, 28, 27, and 26, a distance of 750.00 feet, to the Southeast corner of Lot 26; thence Northerly along the East line of Lot 26, a distance of 25 feet; thence S 89°48'50" E a distance of 150 feet; thence N 00°13'10" E a distance of 125 feet, to the North line of Tract "A"; thence run Easterly, to the Northeast corner of Tract "A"; thence run Southerly, along the East line of Tract "A", to the North right of way line of Edgewood Road and the Southeast corner of Tract "A", said point being the Southwest corner of Lot 22 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida; thence N 89°48'50" W a distance of 50 feet to the Point of Beginning. LESS AND EXCEPT any portion of Tract "A" lying East of the southerly extension of the West line of Lot 26 of Edgewood Park Addition No. 2, according to the plat thereof as recorded in Plat Book 12, Page 61, of the Public Records of Lake County, Florida.


Owners:
Mr. Charles Everett
Lake County Holdings, LLC
4441 NE 1st Terrace
Deerfield Beach, FL 33064
Applicant:
LPG Urban and Regional Planners, Inc.
c/o Greg Beliveau
1162 Camp Avenue
Mount Dora, Florida 32757
(352)-385-1940
Location
Notes:
Total Acreage: 7.93+- acres (345,430 sf)
Wetlands: 2.00+- acres (87,120 sf)
Developable Acreage: 5.93+- acres (258,310 sf)
Zoning of Parcel: Lake County R7, CP
Proposed Zoning: City of Leesburg Commercial PUD
PLU of Parcel: Lake County Urban High
Proposed PLU: City of Leesburg General Commercial
Proposed Commercial Uses:
-Retail sales and services -Restaurant
-Offices -Office with attached storage
-Mini-storage
Open Space Required: 2.04 Acres (.25)
Open Space Provided: 2.04 Acres (.25)
Maximum Impervious surface ratio of .80
Proposed impervious surface ratio of .41
Maximum FAR: 2.0
Proposed FAR: .076
Buffers:
North - 20' landscape buffer
South - 15' landscape buffer
East - 25' wetland buffer
West - 15' landscape buffer
Surrounding Zoning/PLU:
North - LC R-7/LC Urban High
South - LC RP/LC Urban High
East - LC R-7/LC Urban High
West - LC RP, LC CP/ LC Urban High
Maximum allowable building height 40/3 Story
Perimeter Property Boundary Setbacks: 25'
Utilities, water, sewer and fire protection will be provided by City of Leesburg.
Stormwater management will be through a system of swales and retention ponds as required.
Bulkheads and retention ponds to be utilized in landscape buffers wherever possible.
*This plan is conceptual in nature and is subject to change due to engineering and other influences.
100 Feet of Typical 15' Landscape Buffer
100 Feet of Typical 20' Landscape Buffer
COUNTY ROAD 468
66' R/W(IMPROVED)
MAYER AVENUE
50' R/W(IMPROVED)
GRIFFIN ROAD
50' R/W(IMPROVED)
20' LANDSCAPE BUFFER WITH 6' FENCE
3K MINI WAREHOUSES
RV/BOAT STORAGE
15K OFFICE WITH ATTACHED STORAGE
6K COMMERCIAL CENTER
ICE
15' LANDSCAPE BUFFER
WRA
WETLAND
20' LANDSCAPE BUFFER WITH 6' FENCE
Lake County Holdings, LLC
Concept
Leesburg, FL
Urban & Regional Planners, Inc.
1162 CAMP AVENUE - MT. DORA, FL 32757
(352)385-1940 / FAX (352)383-4824
March 28rd, 2022
19294
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Scale: 1:50
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CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	May 19, 2022
OWNER:	Charles Everett, Lake County Holdings, LLC
PETITIONER:	Charles Everett, Lake County Holdings, LLC
PROJECT:	Lake County Holdings, LLC
REQUEST:	Change Future Land Use Designation and Rezone for commercial development
CASE NO.:	RZ-22-127

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County R-7 (Mixed Residential District); Lake County CP (Commercial Planned); and Lake County RP (Residential Professional).

2. The proposed request will allow for commercial, office and warehouse development.

3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

Vote to approve staff's recommendation to rezone the subject property from Lake County R-7 (Mixed Residential District) and Lake County CP (Commercial Planned) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: May 3, 2022
OWNER: Charles Everett, Lake County Holdings, LLC
PETITIONER: Charles Everett, Lake County Holdings, LLC
PROJECT: Lake County Holdings, LLC
REQUEST: Change Future Land Use Designation and Rezone for commercial development
CASE NO.: SSCP-22-126; RZ-22-127

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/13/22

FIRE

No comments from Fire Department. Amanda Stevenson 5/17/22

ELECTRIC

Electric has no objections. We are concerned with the location of the driveway on 468. See the photo below of our poles that may be in conflict. We will require easements when this goes before the DRC for review. Steve Davis 5/3/22

GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 5/4/22

GIS

GIS/Addressing no comment. Mark Medley 5/3/22

BUILDING

No comments received as of 5/13/22

PUBLIC WORKS

Public Works has no issues with this! Cliff Kelsey 5/16/22

ADDRESSING

No comments received as of 5/13/22

HOUSING & REDEVELOPMENT

No comments received as of 5/13/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 5/13/22

LAKE COUNTY SCHOOLS

The district does not have any comments for the nonresidential uses. Thanks, Helen LaValley 5/9/22

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: May 19, 2022
OWNER: Charles Everett, Lake County Holdings, LLC
PETITIONER: Charles Everett, Lake County Holdings, LLC
PROJECT: Lake County Holdings, LLC
REQUEST: Change Future Land Use Designation and Rezone for commercial development
CASE NO.: SSCP-22-126; RZ-22-127

GENERAL LOCATION: The property is generally located east of CR-468 and north of Griffin Road.

FUTURE LAND USE DESIGNATION:
Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban High Density
South – Lake County Urban High Density
East – Lake County Urban High Density
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION:
General Commercial

EXISTING ZONING DESIGNATION:
Lake County R-7 (Mixed Residential District);
Lake County CP (Commercial Planned)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County R-7 (Mixed Residential District); Lake County CP (Commercial Planned)
South – Lake County R-7 (Mixed Residential District); Lake County RP (Residential Professional)
East – Lake County R-7 (Mixed Residential District)
West – Lake County RP (Residential Professional); Lake County CP (Commercial Planned)

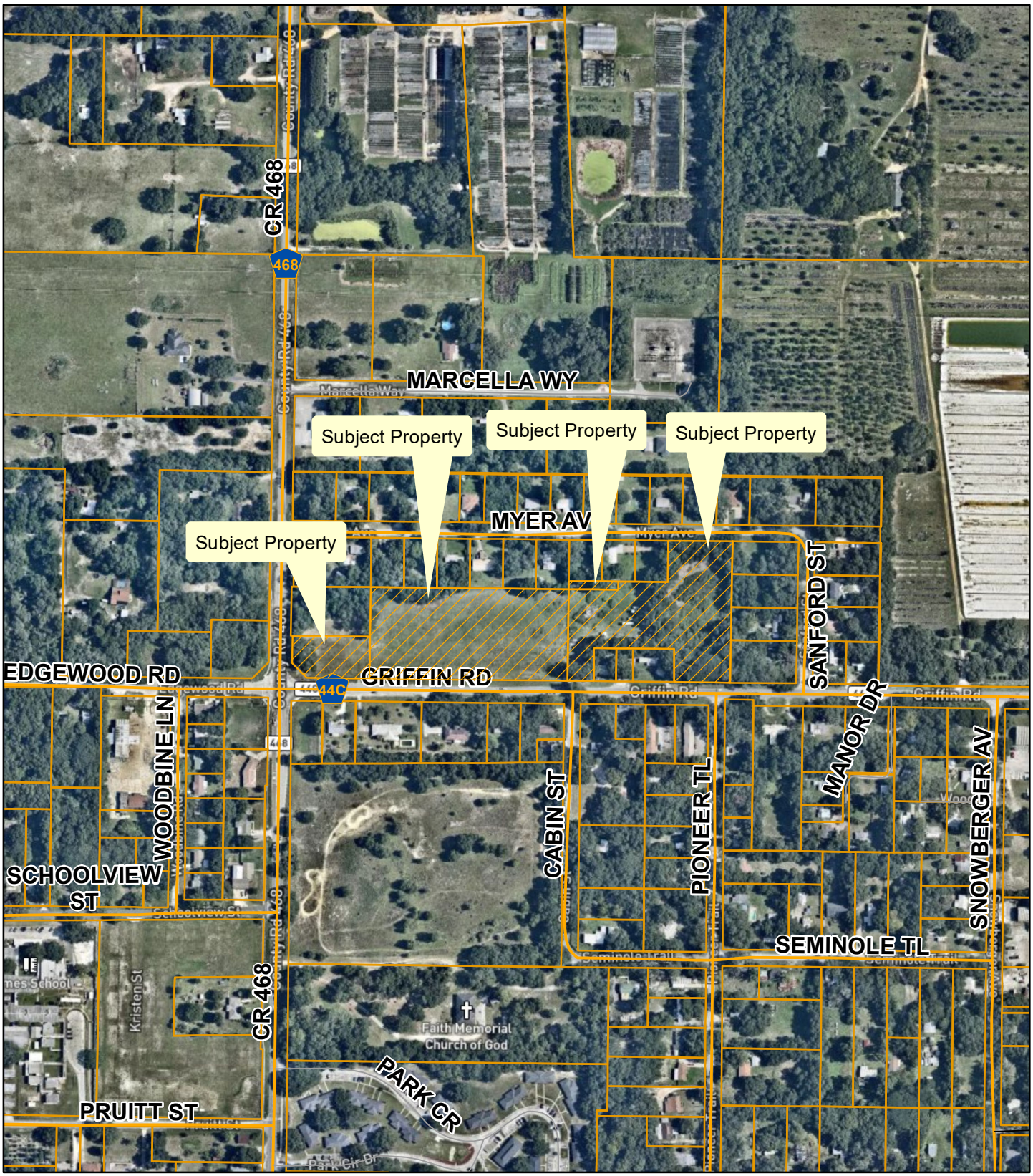
PROPOSED ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant Commercial and Vacant Residential

SURROUNDING LAND USE:
North – Residential
South – Residential; Government parcel
East – Residential
West – Residential; Government parcel

PROPOSED LAND USE: Commercial development

Aerial



Planning & Zoning Division

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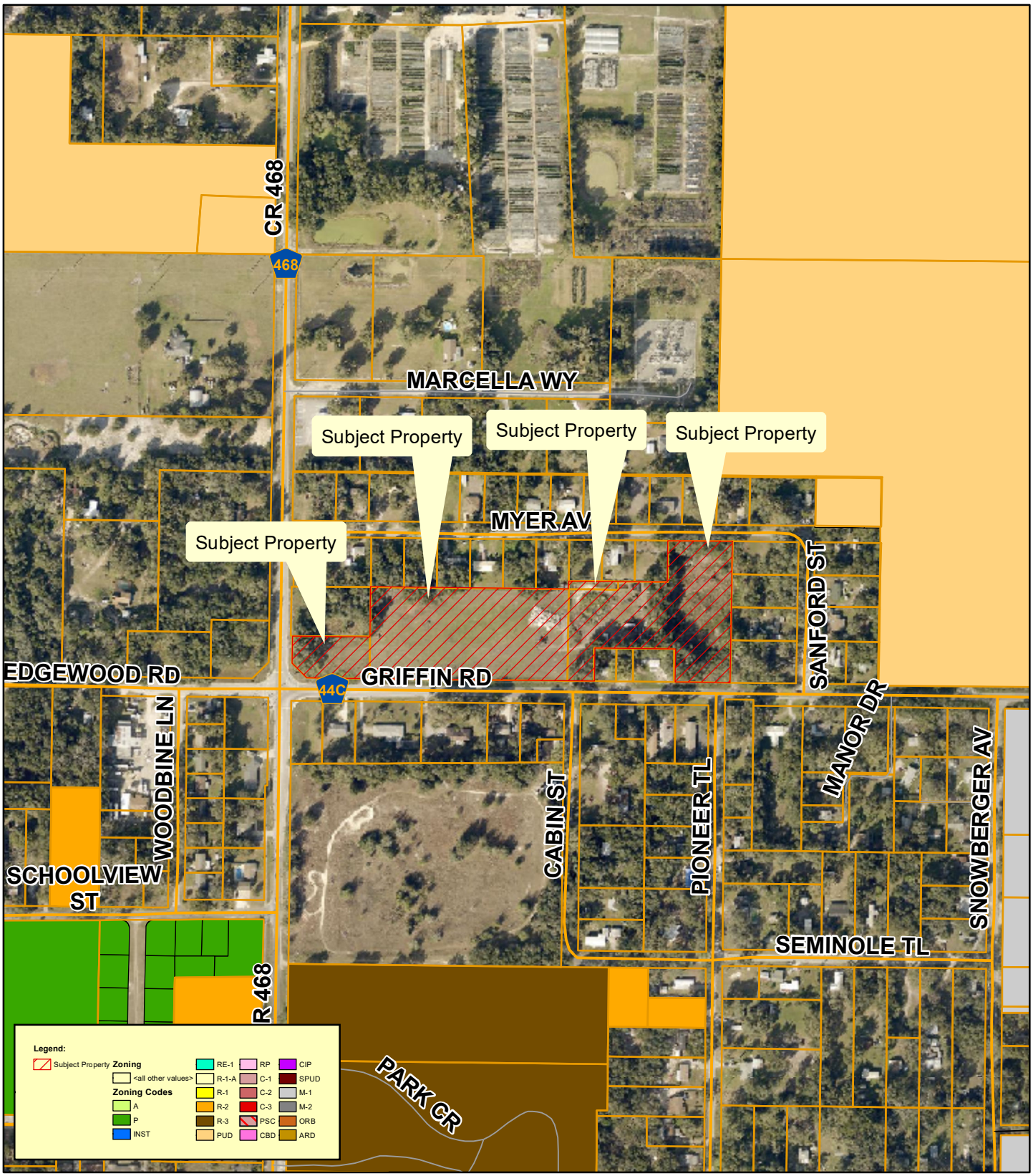
Lake County Holdings, LLC
ANNX-22-125; SSCP-22-126; SPUD-22-127
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Zoning



Planning & Zoning Division

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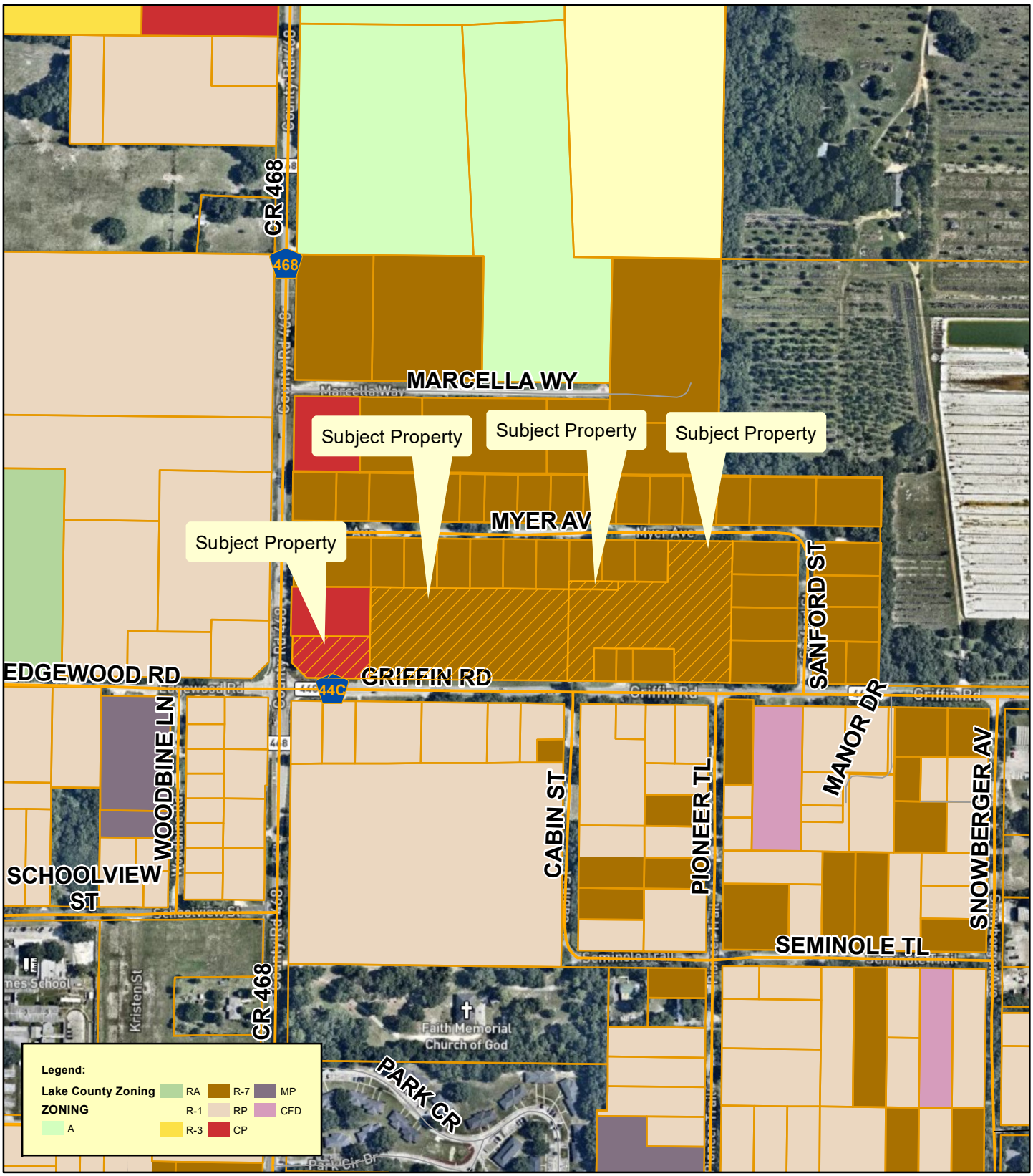
Lake County Holdings, LLC
ANNX-22-125; /SSCP-22-126; SPUD-22-127
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Lake County Zoning



Planning & Zoning Division

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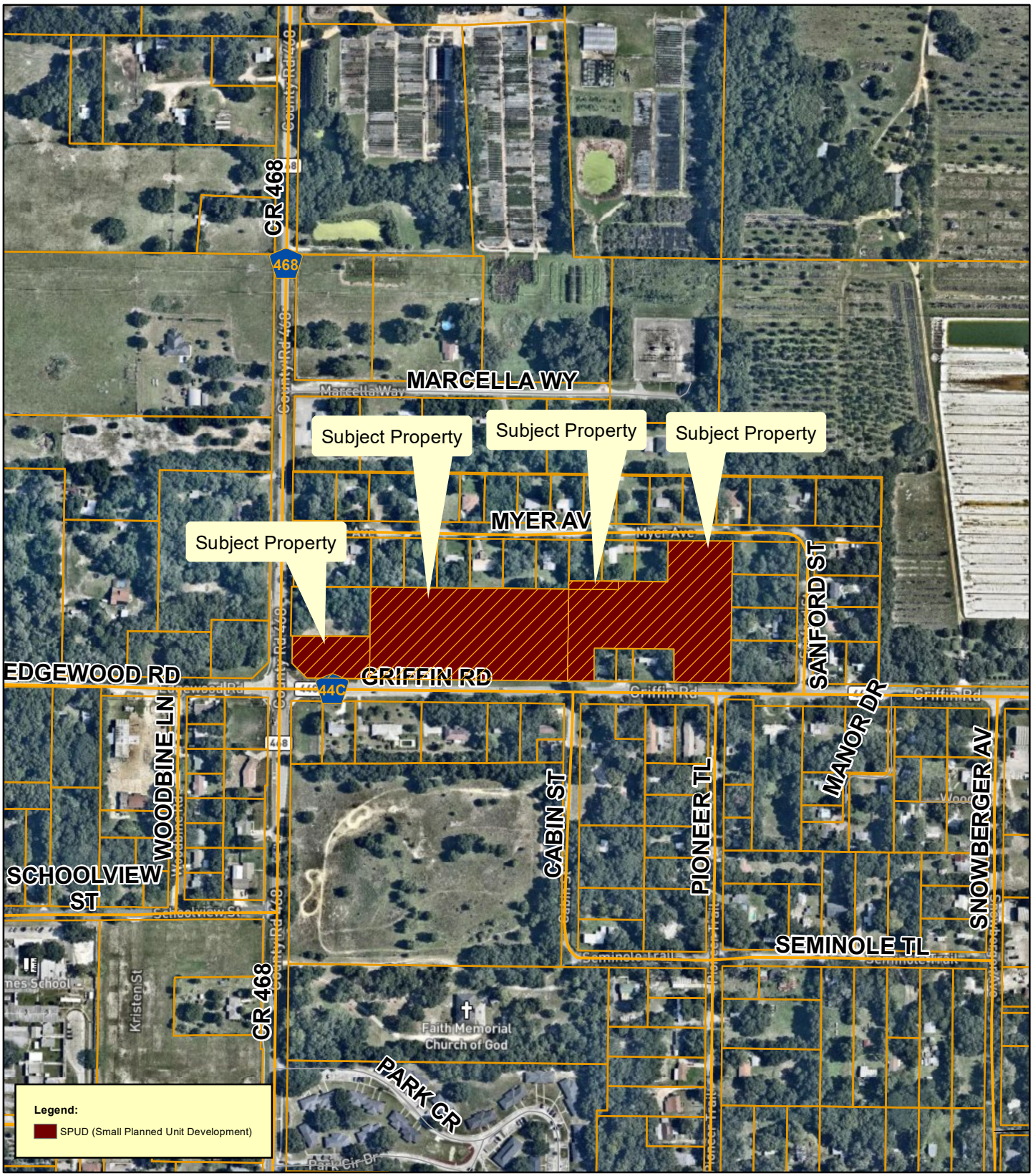
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Proposed Zoning



Planning & Zoning Division

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Lake County Holdings, LLC
ANNX-22-125; SSCP-22-126; SPUD-22-127
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Surrounding Land Uses

Planning & Zoning Division

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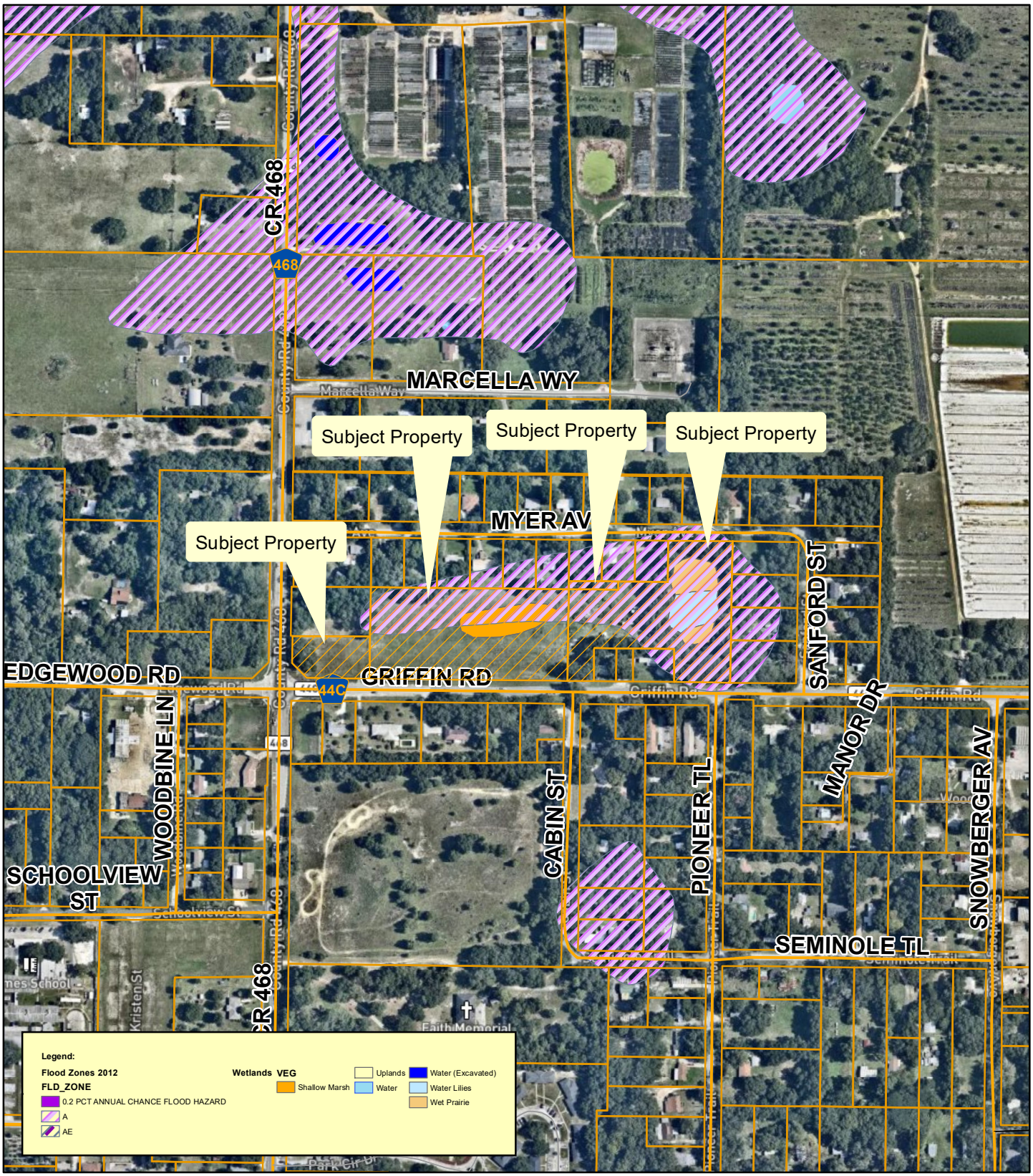
Lake County Holdings, LLC
ANNX-22-125; SSCP-22-126; SPUD-22-127
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

Wetlands and Flood Zones



Planning & Zoning Division

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Lake County Holdings, LLC
ANNX-22-125; SSCP-22-126; SPUD-22-127
AK#s: 1242380, 2580437, 3433661, 1716969
Section 21, Township 19 South, Range 24 East
April 13, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: October 10, 2022

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

Subject: An Ordinance of the City of Leesburg, Florida; Amending Part II, Chapter 5 of the Municipal Code, Amending Section 5-2 as to the zoning areas where alcoholic sales are permitted and Section 5-6 as to the areas exempt from open container prohibitions, Amending Section 5-16 as to the zoning for Medical Marijuana Dispensaries, Amending Part II Chapter 12 of the Municipal Code, Amending Section 12-19 adding an Exemption, Amending Part II, Chapter 14 of the Municipal Code, Amending Section 14-71 adding an Exemption, Amending Part II Chapter 15 of the Municipal Code, Amending Section 15-5, adding an Exemption and Amending Section 15-8 adding an Exemption, Amending Part II, Chapter 18 of the Municipal Code, Amending Section 18-3, adding an Exemption and Amending Section 18-7 Exempting the Operation of Golf Carts and Utility Vehicles from certain provision, Amending Part II, Chapter 25 of the Municipal Code, Amending Section 25-121, adding an Exemption, Amending Section 25-288, adding an Exemption, Amending Section 25-292, adding an Exemption, and Amending Section 25-362, adding an Exemption, Amending Part II, Chapter 26 of the Municipal Code, Amending Section 26-3 as to the Exceptions to Special Event Permit requirements, repealing conflicting ordinances; and providing an effective date. (VOWL code amendment)

Staff Recommendation:
Planning and Zoning Staff and the Planning Commission recommend approval of the request to amend the Land Development Code for The Villages of West Lake.

Analysis:
The City of Leesburg Code of Ordinances includes regulations for the sale of alcohol, consumption of alcohol on public property, location of marijuana dispensaries, sales in streets and other public areas, parades and processions, operation of golf carts, circuses and carnivals, mobile food vending, bicycle parking, special events and regulations regarding public nuisances to include noise.

Under the current code, regulations for the ARD (Age Restricted Development) zoning are not included for the above mentioned uses and activities. As development is rapidly occurring within ARD zoned

properties, these code amendments are needed to establish the regulations for the above mentioned uses within this zoning district.

Procurement Analysis:
N/A

Options:
1. Approve the proposed amendments to the City 's Land Development Regulations as presented; or
2. Other action as directed by the City Commission.

Fiscal Impact:
Action on this item will have no direct fiscal impact on the City of Leesburg.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING PART II, CHAPTER 5 OF THE MUNICIPAL CODE, AMENDING SECTION 5-2 AS TO THE ZONING AREAS WHERE ALCOHOLIC SALES ARE PERMITTED AND SECTION 5-6 AS TO THE AREAS EXEMPT FROM OPEN CONTAINER PROHIBITIONS, AMENDING SECTION 5-16 AS TO THE ZONING FOR MEDICAL MARIJUANA DISPENSARIES, AMENDING PART II CHAPTER 12 OF THE MUNICIPAL CODE, AMENDING SECTION 12-19 ADDING AN EXEMPTION, AMENDING PART II, CHAPTER 14 OF THE MUNICIPAL CODE, AMENDING SECTION 14-71 ADDING AN EXEMPTION, AMENDING PART II CHAPTER 15 OF THE MUNICIPAL CODE, AMENDING SECTION 15-5, ADDING AN EXEMPTION AND AMENDING SECTION 15-8 ADDING AN EXEMPTION, AMENDING PART II, CHAPTER 18 OF THE MUNICIPAL CODE, AMENDING SECTION 18-3, ADDING AN EXEMPTION AND AMENDING SECTION 18-7 EXEMPTING THE OPERATION OF GOLF CARTS AND UTILITY VEHICLES FROM CERTAIN PROVISION, AMENDING PART II, CHAPTER 25 OF THE MUNICIPAL CODE, AMENDING SECTION 25-121, ADDING AN EXEMPTION, AMENDING SECTION 25-288, ADDING AN EXEMPTION, AMENDING SECTION 25-292, ADDING AN EXEMPTION, AND AMENDING SECTION 25-362, ADDING AN EXEMPTION, AMENDING PART II, CHAPTER 26 OF THE MUNICIPAL CODE, AMENDING SECTION 26-3 AS TO THE EXCEPTIONS TO SPECIAL EVENT PERMIT REQUIREMENTS, REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. (VOWL CODE AMENDMENT)

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

SECTION I.

§5-2(a) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec 5-2. – Beverages containing more than three and two-tenths percent alcohol by weight; areas where sale permitted.

1. In order to preserve the public peace and safety of citizens of the city, all beverages containing more than three and two tenths (3.2) percent of alcohol by weight in the city shall be sold only within any area zoned Commercial "C-1," Commercial "C-2," Commercial "C-3," Central Business District "CBD," planned unit development (PUD), small planned unit development (SPUD)<u>, age restricted development (ARD),</u> or Industrial "M-1."

§5-3(d) of the Code of Ordinances of the City of Leesburg is amended to read as set forth

below:

Sec 5-3(d) The setbacks contained in this section shall not apply within the central business district as defined in section 25.4 of this Code, to the age restricted development (ARD) zoning district, or to any establishment holding an occupational license as a restaurant, and otherwise duly licensed as such under any requirements of state or local law, which derives at least fifty-one (51) percent of its gross revenues from the sale of food and nonalcoholic beverages, and which does not sell or serve alcoholic beverages after the hours for serving food have elapsed. This section would not apply to restaurants outside the CBD where musical entertainment is provided.

§5-6(b)(4) of the Code of Ordinances of the City of Leesburg is created to read as set forth below:

Section 5-6 – Consumption of an open containers prohibited on public property; exceptions.

1. It shall not be a violation of subsection (a) for a person to engage in the activity prohibited by subsection (a) if the activity meets one (1) of the following conditions:

   (4) All non-residential areas and uses, recreational areas and uses, areas of mixed use, and town centers within any age restricted development (ARD) zoning district. All special events held in the non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development shall be exempt from the requirements in §5.6(b)(1-3) and §5.6(c).

§5-16 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 5-16. – Medical marijuana.

(d) Applicability. This section shall apply to those lands within the corporate limits of the city which are zoned C-1 (neighborhood commercial), C-2 (community commercial), C-3 (highway commercial), ARD (age restricted development) and CBD (central business district); and may also be included within planned zoning districts and overlays if included within the approval list of uses in the planned district conditions.

(h)(1) Medical marijuana dispensaries may be allowed in commercial zoning districts to include C-1 (neighborhood commercial), C-2 (community commercial), C-3 (highway commercial), ARD (age restricted development) and CBD (central business district); and may also be included within planned zoning districts and overlays if included within the approval list of uses in the planned district conditions.

SECTION II.

§12-19(a)(6) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 12-19. – Regulation of public nuisances.

(a) As used in this section, the term "public nuisance" shall mean any residential building, place of commercial business or other property that has been used as or has been the location of:

(6) On more than four (4) occasions within a six-month period as the subject of citizen complaints regarding excessive noise, including music or musical instruments producing sufficient volume to be heard inside any residential structure more than one hundred (100) feet away from the site, with the windows closed; and raucous outdoor gatherings such as crowds assembled in a public or private parking lot (excluding any music or outdoor gatherings for which a special events permit has been issued under this Code~~).~~ and all non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development (ARD) zoning district.)

SECTION III.

§14-71 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 14-71. – Sales in streets and other public places.

It shall be unlawful for any auctioneer or other person to offer for sale, or sell at public auction or by public outcry, any goods, wares, or merchandise or any livestock, or any other personal property, or any real estate or interest therein, upon any street or public place in the city, unless written permission has been obtained from the city commission to do so. Section 14-71 shall not apply to any streets or public places within an area with an ARD (age restricted development) zoning designation.

SECTION IV.

§15-5 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 15-5. – Hotel keepers, permitting loud noises.

It shall be the duty of every hotel, tavern or inn keeper, and the keeper of any billiard or pool table, and every other person keeping a public house, to prevent the persons, who may resort to their houses, from disturbing their neighbors, either in the day or in the nighttime, by loud cries, carousals, songs or other noises, calculated or having the effect to interrupt the tranquility, peace and quietude of the neighborhood, and any such person who shall allow or permit such disorder to be committed on his premises, shall be punished as provided in section 1-14 of this Code. Section 15-5 shall not apply to any non-residential areas and uses, recreational areas and uses, and areas of mixed

use within any age restricted development (ARD) zoning district.

§15-8 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 15-8. – Sound trucks and amplifying devices.

(a)It shall be unlawful for any person to operate or permit to be operated in the city any sound amplifying devices or equipment for any purpose whatever, whether the same be stationary or operated from a vehicle or other carriage unless a permit has been obtained from the city manager so to do; provided, that it shall be unlawful for any person to make any loud and raucous noise to the disturbance of the peace. Any person to whom a permit has been issued under this section that abuses his discretion and causes or permits loud and raucous noises shall subject the permit to immediate revocation. Section 15-8(a) shall not apply to any non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development (ARD) zoning district.

(b)The words sound amplifying equipment as used in this section shall mean any machine or device for the amplification of any sound.

SECTION V.

§18-3 of the Code of Ordinance of the City of Leesburg is amended to read as set forth below:

Sec. 18-3. – When permits required for parades, processions.

No procession or parade, excepting the forces of the United States armed services, the military forces of this state, and the forces of the police and fire departments, shall occupy, march, or proceed along any street or roadway except in accordance with a permit issued by the chief of police and such other regulations as are set forth in this chapter which may apply. No sound truck or other vehicle equipped with amplifier or loudspeaker shall be driven upon any street for the purpose of selling, offering for sale, or advertising in any fashion except in accordance with a permit issued by the chief of police. Section 18-3 shall not apply to any streets or roadways, or trucks driven down a street or roadway within or adjacent to a public place with an ARD (age restricted development) zoning designation.

§18-7(b) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 18-7. – Operation of golf carts, etc. on certain city streets.

(b) Golf carts.

(1) Golf carts may be operated on city-owned streets, within the following areas, where the posted speed limit is twenty-five (25) miles per hour or less.

a. South of Dixie Avenue (SR 44): An area bounded on the north by Dixie Avenue (SR 44) to its intersection with Lake Port Boulevard, on the east by Lake Port Boulevard at its intersection with Dixie Avenue (SR 44) thence southerly along Lake Port Boulevard to its end, on the south by Lake Harris, and on the west by 14th Street (U.S. Highway 27).

b. South of Main Street and north of Dixie Avenue (SR 44): An area bounded on the north by Main Street, on the east by Dixie Avenue (SR 44) on the south by Dixie Avenue (SR 44) and on the west by 14th Street (U.S. Highway 27).

c. North of Main Street: An area bounded on the south by Main Street, on the east by Dixie Avenue (SR 44) on the north by North Boulevard (U.S. Highway 441) to its intersection with Perkins Street, and on the west by the following: Perkins Street from its intersection with North Boulevard (U.S. Highway 441) thence south along Perkins Street to Edmonds Street, thence westerly along Edmonds Street to Sunshine Avenue, thence northwesterly along Sunshine Avenue to 14th Street (U.S. Highway 27) thence southerly along 14th Street (US Highway 27) to its intersection with Main Street.

d. North of North Boulevard (U.S. Highway 441): An area bounded on the south by North Boulevard (U.S. Highway 441), on the east from the intersection of North Boulevard (U.S. Highway 441) and North Lake Avenue thence north along North Lake Avenue to Bentley Road, thence west along Bentley Road to Stehle Road to the city limits; on the north by Lake Griffin and on the west by Beverley Point Road thence southerly along Beverley Point Road to North Shore Road thence along North Shore Road to U.S. Highway 441.

e. All city roads within or adjacent to real property with an ARD (age restricted development) zoning designation.

(2) Golf carts must be operated on city streets, not on adjacent sidewalks. In addition, golf carts are authorized on the walkway and bridges connecting Ski Beach with Dozier Circle in Venetian Gardens.

(3) All golf carts operated within the city limits of Leesburg shall be equipped with efficient brakes, reliable steering apparatus, safe tires, a rear view mirror, red reflectorized warning devices on the front and rear of the vehicle, brake lights and a windshield.

(4) Operators of golf carts equipped as described above must use standard hand and arm signals to advise other motorists of their intention to turn or change lanes.

(5)Golf carts equipped as described in subsection (3) above may operate on city streets anytime between thirty (30) minutes after sunrise to thirty (30) minutes before sunset.

(6)Golf carts equipped with head lights, tail lights and turn signals in addition to

items in subsection (3) above may operate on city streets anytime between 5:00 a.m. and 10:00 p.m. The city manager may extend hours of operation in conjunction with special events. The request to extend hours will be included in the special event permit application and the modified hours of operation will be specified in the approved permit.

(7) Golf carts that meet the minimum equipment standards established by Florida State Statutes are allowed to utilize the roadways within property zoned ARD (age restricted development) for all roadways signed 30 miles per hour or less and can operate between sunrise and sunset.

-

Golf carts that meet the minimum equipment standards established by Florida State Statutes and are equipped with additional equipment which includes headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape, are allowed to utilize the roadways within property zoned ARD (age restricted development) for all roadways signed 30 miles per hour or less and can operate at any time day or night.

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Golf cart access to or from city streets or multimodal paths outside ARD (age restricted development) zoning designations are not required and are prohibited unless explicitly approved by the developer or its successors or assigns.

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~~(7)~~(8) Drivers of a golf cart must be at least eighteen (18) years old. All drivers of golf carts must possess a valid driver's license. Notwithstanding anything herein to the contrary, however, any individual whose driver's license has been suspended or revoked, may not operate a golf cart within the city unless and until the suspension or revocation of his or her driver's license is lifted and a valid driver's license is issued. Notwithstanding the above, drivers of golf carts operated on roads or multi-use pathways within or adjacent to property zoned ARD (age restricted development) shall be at least sixteen (16) years of age but are not required to have a valid driver's license.

~~(8)~~(9)Golf carts may not be operated on state or county roads within the city limits or on sidewalks adjacent to state or county roads within city limits. Golf carts may not cross state- or county-owned roads unless specifically permitted by the Florida Department of Transportation or Lake County respectively.

~~(9)~~(10)This section does not regulate operation of golf carts in gated communities with private roads.

§18-7(d)(6) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

(d) Utility vehicles**.**

(6) Section 18-7(d)(1-5) shall not apply to utility vehicles operated on property zoned ARD (age restricted development).

SECTION VI.

§25-121 of the Code of Ordinance of the City of Leesburg is amended to read as set forth below:

Sec. 25-121. – Parade and procession permits.

(a) No procession or parade, excepting the forces of the United States Armed Services, the military forces of this state, and the forces of the police and fire departments, shall occupy, march, or proceed along any street or roadway except in accordance with a permit issued by the chief of police and such other regulations as are set forth in this article ~~(See special use permit section 25-126)~~ which may apply.
(b) No sound truck or other vehicle equipped with amplifier or loudspeaker shall be driven upon any street for the purpose of selling, offering for sale, or advertising in any fashion except in accordance with a permit issued by the chief of police.

(c) Section 25-121 shall not apply to any streets or roadways, or trucks driven down a street or roadway within or adjacent to real property with an ARD (age restricted development) zoning designation.

§25-288(d) of the Code of Ordinance of the City of Leesburg is amended to read as set forth below:

Sec. 25-288. – Commercial uses.

(d) Circus and carnival regulations. Before any circus or carnival commences operation on any private property within the City of Leesburg, a temporary permit shall be secured from the planning manager or his designee. Circuses or carnivals held on real property with an ARD (age restricted development) zoning designation are exempt from this provision. In determining whether to issue the temporary permit, the planning director shall take into account whether the proposed circus or carnival meets the following conditions:

(1) Off-street parking for a carnival shall be provided in an area equal to or greater than, in size, the area devoted to carnival activities. Off-street parking for a circus shall be provided at the rate of one (1) parking space per each five (5) seats. Where parking is provided in existing parking lots serving other permitted uses, the city shall determine if both uses can utilize the same parking areas without adversely affecting each other, any other permitted uses, and the surrounding neighborhood. Paved parking is not required for a circus or carnival.
(2) A carnival or circus located within five hundred (500) feet of any residence shall be prohibited from setting up, taking down, or conducting any operations, between the hours of midnight and 7:00 a.m.
(3) A temporary permit shall not be issued for a period in excess of ten (10)

consecutive days. No site may be permitted again for a circus or carnival within ninety (90) days after the expiration of the most recent permit.

(~~1~~4) Any temporary signs advertising a carnival or circus must be permitted separately under the applicable provisions of the sign ordinance. The maximum allowable sign area on-site is one hundred (100) square feet. Temporary off-site signs advertising the event are prohibited.

(~~2~~5) The carnival or circus must submit a plan detailing how access will be provided to the site and that plan shall be reviewed to insure that reasonable and safe access is provided for both vehicles and pedestrians.

(~~3~~6) The applicant for a temporary permit for a carnival or circus shall pay an application fee in the amount of one hundred twenty dollars ($120.00). Payment of the fee shall not be a guarantee that a permit will be issued. The applicant must meet all conditions of this section and any other applicable ordinances before a permit may be issued.

(~~4~~7)The applicant must comply with F.S. § 546.003 and § 546.004 regarding insurance requirements; F.S. § 616.12 regarding licensing requirements; and F.S. § 616.15 regarding permitting requirements.

§ 25-292(18)d of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 25-292. – Supplemental district requirements.

d. *Applicability*.

1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (age restricted development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food vending activities, including permitting and operations.
3. Mobile vending shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this section.
4. Other vending and or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise.

§ 25-362(b) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 25-362. – Bicycle parking requirements.

(b) Exemptions. This section does not apply to single-family, two-family, three-family, and four-family housing (attached, detached or manufactured housing), home occupations, agriculture and livestock uses, real property with an ARD (age restricted development)

zoning designation or other developments with fewer than ten (10) vehicle parking spaces.

SECTION VII.

§26.3 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 26-3. - Exceptions to special event permit requirement.

The following activities are exempt from the special event permit requirement:

(1) Funerals and funeral processions conducted by a licensed mortuary.

(2) Activities conducted by governmental agency acting within the scope of its authority.

(3) Lawful picketing on sidewalks.

(4) Demonstrations that do not involve the use of vehicles, animals, fireworks, pyrotechnics or equipment (other than sound equipment), provided that:

a. No fee or donation is charged or required as a condition of participation in or attendance at such demonstration; and

b. The chief of police is notified at least thirty-six (36) hours in advance of the commencement of the demonstration.

(5) Film-making activities conducted under the aegis of any organization or agency of the State of Florida, Lake County, the City of Leesburg, or other governmental agency, or successor agency, having responsibility for the promotion of or coordination of motion picture or television activities, when provisions for cost recovery for city support services have been made.

(6) Events on private property which meet the definitions of "special event" shall be considered to be special events only if five hundred (500) or more people participating in the event will occupy adjacent streets or public property during the event. As used herein the term "occupy adjacent streets" shall not include the normal passage by vehicle or pedestrian for the sole purpose of traveling to and from the special event, nor the parking of vehicles in lawfully designated spaces along any street.

(7) Events on real property zoned age restricted development (ARD). This shall include any event that occurs on public streets and public sidewalks within the age restricted development (ARD) zoning designation. This exemption includes an exemption from Section 26-18.

~~(7)~~ (8) Although not required to get a special event permit, an event organizer of an activity exempted by this subsection is required to comply with general regulations governing public safety or health.

SECTION VIII.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repeals, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IX.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION X.

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 10th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

PROJECT:	Villages of West Lake Code Amendments
REQUEST:	Land Development Regulations - Code Amendments
	Part II Chapter 5, Sections 5-2, 5-3, 5-6, and 5-16
	Part II Chapter 12, Section 12-19
	Part II Chapter 14, Section 14-71
	Part II Chapter 15, Sections 15-5, 15-8
	Part II Chapter 18, Sections 18-3, 18-7
	Part II Chapter 25, Sections 25-121, 25-288, 25-292, 25-362
	Part II Chapter 26, Section 26-3
CASE NO.:	AMDT-22-391
MEETING DATE:	August 18, 2022

BACKGROUND

The City of Leesburg Code of Ordinances includes regulations for the sale of alcohol, consumption of alcohol on public property, location of marijuana dispensaries, sales in streets and other public areas, parades and processions, operation of golf carts, circuses and carnivals, mobile food vending, bicycle parking, special events and regulations regarding public nuisances to include noise.

Under the current code, regulations for the ARD (Age Restricted Development) zoning are not included for the above mentioned uses and activities. As development is rapidly occurring within ARD zoned properties, these code amendments are needed to establish the regulations for the above mentioned uses within this zoning district.

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to amend the Land Development Regulations as shown in *Exhibit A,* is consistent with appropriate legally mandated planning and development practices in Florida, including the establishment of land development regulations.

2. The proposed request will establish regulations for the above mentioned uses within the ARD zoning district.

Action Requested:

1. Vote to approve the proposed amendments to the City's Land Development Regulations, as shown in *Exhibit A,* and forward to the City Commission for consideration.

EXHIBIT A

SECTION I.

§5-2(a) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec 5-2. – Beverages containing more than three and two-tenths percent alcohol by weight; areas where sale permitted.

(a) In order to preserve the public peace and safety of citizens of the city, all beverages containing more than three and two tenths (3.2) percent of alcohol by weight in the city shall be sold only within any area zoned Commercial "C-1," Commercial "C-2," Commercial "C-3," Central Business District "CBD," planned unit development (PUD), small planned unit development (SPUD), age restricted development (ARD), or Industrial "M-1."

§5-3(d) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec 5-3(d) The setbacks contained in this section shall not apply within the central business district as defined in section 25.4 of this Code, to the age restricted development (ARD) zoning district, or to any establishment holding an occupational license as a restaurant, and otherwise duly licensed as such under any requirements of state or local law, which derives at least fifty-one (51) percent of its gross revenues from the sale of food and nonalcoholic beverages, and which does not sell or serve alcoholic beverages after the hours for serving food have elapsed. This section would not apply to restaurants outside the CBD where musical entertainment is provided.

§5-6(b)(4) of the Code of Ordinances of the City of Leesburg is created to read as set forth below:

Section 5-6 – Consumption of an open containers prohibited on public property; exceptions.

(b) It shall not be a violation of subsection (a) for a person to engage in the activity prohibited by subsection (a) if the activity meets one (1) of the following conditions:
(4) All non-residential areas and uses, recreational areas and uses, areas of mixed use, and town centers within any age restricted development (ARD) zoning district. All special events held in the non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development shall be exempt from the requirements in §5.6(b)(1-3) and §5.6(c).

§5-16 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 5-16. – Medical marijuana.

(d) Applicability. This section shall apply to those lands within the corporate limits of the city which are zoned C-1 (neighborhood commercial), C-2 (community commercial), C-3 (highway commercial), ARD (age restricted development) and CBD (central business district); and may also be included within planned zoning districts and overlays if included within the approval list of uses in the planned district conditions.

(h)(1) Medical marijuana dispensaries may be allowed in commercial zoning districts to include C-1 (neighborhood commercial), C-2 (community commercial), C-3 (highway commercial), ARD (age

restricted development) and CBD (central business district); and may also be included within planned zoning districts and overlays if included within the approval list of uses in the planned district conditions.

SECTION II.

§12-19(a)(6) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 12-19. – Regulation of public nuisances.

(a) As used in this section, the term "public nuisance" shall mean any residential building, place of commercial business or other property that has been used as or has been the location of:

(6) On more than four (4) occasions within a six-month period as the subject of citizen complaints regarding excessive noise, including music or musical instruments producing sufficient volume to be heard inside any residential structure more than one hundred (100) feet away from the site, with the windows closed; and raucous outdoor gatherings such as crowds assembled in a public or private parking lot (excluding any music or outdoor gatherings for which a special events permit has been issued under this Code~~).~~ and all non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development (ARD) zoning district.)

SECTION III.

§14-71 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 14-71. – Sales in streets and other public places.

It shall be unlawful for any auctioneer or other person to offer for sale, or sell at public auction or by public outcry, any goods, wares, or merchandise or any livestock, or any other personal property, or any real estate or interest therein, upon any street or public place in the city, unless written permission has been obtained from the city commission to do so. Section 14-71 shall not apply to any streets or public places within an area with an ARD (age restricted development) zoning designation.

SECTION IV.

§15-5 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 15-5. – Hotel keepers, permitting loud noises.

It shall be the duty of every hotel, tavern or inn keeper, and the keeper of any billiard or pool table, and every other person keeping a public house, to prevent the persons, who may resort to their houses, from disturbing their neighbors, either in the day or in the nighttime, by loud cries, carousals, songs or other noises, calculated or having the effect to interrupt the tranquility, peace and quietude of the neighborhood, and any such person who shall allow or permit such disorder to be committed on his premises, shall be punished as provided in section 1-14 of this Code. Section 15-5 shall not apply to any non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development (ARD) zoning district.

§15-8 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 15-8. – Sound trucks and amplifying devices.

(a)It shall be unlawful for any person to operate or permit to be operated in the city any sound amplifying devices or equipment for any purpose whatever, whether the same be stationary or operated

from a vehicle or other carriage unless a permit has been obtained from the city manager so to do; provided, that it shall be unlawful for any person to make any loud and raucous noise to the disturbance of the peace. Any person to whom a permit has been issued under this section that abuses his discretion and causes or permits loud and raucous noises shall subject the permit to immediate revocation. Section 15-8(a) shall not apply to any non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development (ARD) zoning district.

(b)The words sound amplifying equipment as used in this section shall mean any machine or device for the amplification of any sound.

SECTION V.

§18-3 of the Code of Ordinance of the City of Leesburg is amended to read as set forth below:

Sec. 18-3. – When permits required for parades, processions.

No procession or parade, excepting the forces of the United States armed services, the military forces of this state, and the forces of the police and fire departments, shall occupy, march, or proceed along any street or roadway except in accordance with a permit issued by the chief of police and such other regulations as are set forth in this chapter which may apply. No sound truck or other vehicle equipped with amplifier or loudspeaker shall be driven upon any street for the purpose of selling, offering for sale, or advertising in any fashion except in accordance with a permit issued by the chief of police. Section 18-3 shall not apply to any streets or roadways, or trucks driven down a street or roadway within or adjacent to a public place with an ARD (age restricted development) zoning designation.

§18-7(b) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 18-7. – Operation of golf carts, etc. on certain city streets.

(b) Golf carts.

(1) Golf carts may be operated on city-owned streets, within the following areas, where the posted speed limit is twenty-five (25) miles per hour or less.

a. South of Dixie Avenue (SR 44): An area bounded on the north by Dixie Avenue (SR 44) to its intersection with Lake Port Boulevard, on the east by Lake Port Boulevard at its intersection with Dixie Avenue (SR 44) thence southerly along Lake Port Boulevard to its end, on the south by Lake Harris, and on the west by 14th Street (U.S. Highway 27).

b. South of Main Street and north of Dixie Avenue (SR 44): An area bounded on the north by Main Street, on the east by Dixie Avenue (SR 44) on the south by Dixie Avenue (SR 44) and on the west by 14th Street (U.S. Highway 27).

c. North of Main Street: An area bounded on the south by Main Street, on the east by Dixie Avenue (SR 44) on the north by North Boulevard (U.S. Highway 441) to its intersection with Perkins Street, and on the west by the following: Perkins Street from its intersection with North Boulevard (U.S. Highway 441) thence south along Perkins Street to Edmonds Street, thence westerly along Edmonds Street to Sunshine Avenue, thence northwesterly along Sunshine Avenue to 14th Street (U.S. Highway 27) thence southerly along 14th Street (US Highway 27) to its intersection with Main Street.

d. North of North Boulevard (U.S. Highway 441): An area bounded on the south by North Boulevard (U.S. Highway 441), on the east from the intersection of North Boulevard (U.S. Highway 441) and North Lake Avenue thence north along North Lake Avenue to Bentley Road, thence west along Bentley Road to Stehle Road to the city limits; on the north by Lake Griffin and on the west by Beverley Point Road

thence southerly along Beverley Point Road to North Shore Road thence along North Shore Road to U.S. Highway 441.
e. All city roads within or adjacent to real property with an ARD (age restricted development) zoning designation.

(2) Golf carts must be operated on city streets, not on adjacent sidewalks. In addition, golf carts are authorized on the walkway and bridges connecting Ski Beach with Dozier Circle in Venetian Gardens.

(3) All golf carts operated within the city limits of Leesburg shall be equipped with efficient brakes, reliable steering apparatus, safe tires, a rear view mirror, red reflectorized warning devices on the front and rear of the vehicle, brake lights and a windshield.

(4) Operators of golf carts equipped as described above must use standard hand and arm signals to advise other motorists of their intention to turn or change lanes.

(5)Golf carts equipped as described in subsection (3) above may operate on city streets anytime between thirty (30) minutes after sunrise to thirty (30) minutes before sunset.

(6)Golf carts equipped with head lights, tail lights and turn signals in addition to items in subsection (3) above may operate on city streets anytime between 5:00 a.m. and 10:00 p.m. The city manager may extend hours of operation in conjunction with special events. The request to extend hours will be included in the special event permit application and the modified hours of operation will be specified in the approved permit.

(7) Golf carts that meet the minimum equipment standards established by Florida State Statutes are allowed to utilize the roadways within property zoned ARD (age restricted development) for all roadways signed 30 miles per hour or less and can operate between sunrise and sunset.

Golf carts that meet the minimum equipment standards established by Florida State Statutes and are equipped with additional equipment which includes headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape, are allowed to utilize the roadways within property zoned ARD (age restricted development) for all roadways signed 30 miles per hour or less and can operate at any time day or night.

Golf cart access to or from city streets or multimodal paths outside ARD (age restricted development) zoning designations are not required and are prohibited unless explicitly approved by the developer or its successors or assigns.

~~(7)~~(8) Drivers of a golf cart must be at least eighteen (18) years old. All drivers of golf carts must possess a valid driver's license. Notwithstanding anything herein to the contrary, however, any individual whose driver's license has been suspended or revoked, may not operate a golf cart within the city unless and until the suspension or revocation of his or her driver's license is lifted and a valid driver's license is issued. Notwithstanding the above, drivers of golf carts operated on roads or multi-use pathways within or adjacent to property zoned ARD (age restricted development) shall be at least sixteen (16) years of age but are not required to have a valid driver's license.

~~(8)~~(9)Golf carts may not be operated on state or county roads within the city limits or on sidewalks adjacent to state or county roads within city limits. Golf carts may not cross state-

or county-owned roads unless specifically permitted by the Florida Department of Transportation or Lake County respectively.

~~(9)~~(10)This section does not regulate operation of golf carts in gated communities with private roads.

§18-7(d)(6) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

(d) Utility vehicles**.**

(6) Section 18-7(d)(1-5) shall not apply to utility vehicles operated on property zoned ARD (age restricted development).

SECTION VI.

§25-121 of the Code of Ordinance of the City of Leesburg is amended to read as set forth below:

Sec. 25-121. – Parade and procession permits.

(a) No procession or parade, excepting the forces of the United States Armed Services, the military forces of this state, and the forces of the police and fire departments, shall occupy, march, or proceed along any street or roadway except in accordance with a permit issued by the chief of police and such other regulations as are set forth in this article ~~(See special use permit section 25-126)~~ which may apply.
(b) No sound truck or other vehicle equipped with amplifier or loudspeaker shall be driven upon any street for the purpose of selling, offering for sale, or advertising in any fashion except in accordance with a permit issued by the chief of police.

(c) Section 25-121 shall not apply to any streets or roadways, or trucks driven down a street or roadway within or adjacent to real property with an ARD (age restricted development) zoning designation.

§25-288(d) of the Code of Ordinance of the City of Leesburg is amended to read as set forth below:

Sec. 25-288. – Commercial uses.

(d) Circus and carnival regulations. Before any circus or carnival commences operation on any private property within the City of Leesburg, a temporary permit shall be secured from the planning manager or his designee. Circuses or carnivals held on real property with an ARD (age restricted development) zoning designation are exempt from this provision. In determining whether to issue the temporary permit, the planning director shall take into account whether the proposed circus or carnival meets the following conditions:

(1) Off-street parking for a carnival shall be provided in an area equal to or greater than, in size, the area devoted to carnival activities. Off-street parking for a circus shall be provided at the rate of one (1) parking space per each five (5) seats. Where parking is provided in existing parking lots serving other permitted uses, the city shall determine if both uses can utilize the same parking areas without adversely affecting each other, any other permitted uses, and the surrounding neighborhood. Paved parking is not required for a circus or carnival.
(2) A carnival or circus located within five hundred (500) feet of any residence shall be prohibited from setting up, taking down, or conducting any operations, between the hours of midnight and 7:00 a.m.
(3) A temporary permit shall not be issued for a period in excess of ten (10) consecutive days. No site may be permitted again for a circus or carnival within ninety (90) days after the expiration of the most recent permit.
(~~1~~4) Any temporary signs advertising a carnival or circus must be permitted separately under the applicable provisions of the sign ordinance. The maximum allowable sign area on-site is one hundred (100) square feet. Temporary off-site signs advertising the event are prohibited.

(~~2~~5) The carnival or circus must submit a plan detailing how access will be provided to the site and that plan shall be reviewed to insure that reasonable and safe access is provided for both vehicles and pedestrians.
(~~3~~6) The applicant for a temporary permit for a carnival or circus shall pay an application fee in the amount of one hundred twenty dollars ($120.00). Payment of the fee shall not be a guarantee that a permit will be issued. The applicant must meet all conditions of this section and any other applicable ordinances before a permit may be issued.
(~~4~~7)The applicant must comply with F.S. § 546.003 and § 546.004 regarding insurance requirements; F.S. § 616.12 regarding licensing requirements; and F.S. § 616.15 regarding permitting requirements.

§ 25-292(18)d of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 25-292. – Supplemental district requirements.

d. *Applicability*.

1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (age restricted development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food vending activities, including permitting and operations.
3. Mobile vending shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this section.
4. Other vending and or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise.

§ 25-362(b) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 25-362. – Bicycle parking requirements.

(b) Exemptions. This section does not apply to single-family, two-family, three-family, and four-family housing (attached, detached or manufactured housing), home occupations, agriculture and livestock uses, real property with an ARD (age restricted development) zoning designation or other developments with fewer than ten (10) vehicle parking spaces.

SECTION VII.

§26.3 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 26-3. - Exceptions to special event permit requirement.
The following activities are exempt from the special event permit requirement:
(1) Funerals and funeral processions conducted by a licensed mortuary.
(2) Activities conducted by governmental agency acting within the scope of its authority.
(3) Lawful picketing on sidewalks.
(4) Demonstrations that do not involve the use of vehicles, animals, fireworks, pyrotechnics or equipment (other than sound equipment), provided that:
a. No fee or donation is charged or required as a condition of participation in or attendance at such demonstration; and
b. The chief of police is notified at least thirty-six (36) hours in advance of the commencement of the demonstration.

(5) Film-making activities conducted under the aegis of any organization or agency of the State of Florida, Lake County, the City of Leesburg, or other governmental agency, or successor agency, having responsibility for the promotion of or coordination of motion picture or television activities, when provisions for cost recovery for city support services have been made.

(6) Events on private property which meet the definitions of "special event" shall be considered to be special events only if five hundred (500) or more people participating in the event will occupy adjacent streets or public property during the event. As used herein the term "occupy adjacent streets" shall not include the normal passage by vehicle or pedestrian for the sole purpose of traveling to and from the special event, nor the parking of vehicles in lawfully designated spaces along any street.

(7) Events on real property zoned age restricted development (ARD). This shall include any event that occurs on public streets and public sidewalks within the age restricted development (ARD) zoning designation. This exemption includes an exemption from Section 26-18.

~~(7)~~ (8) Although not required to get a special event permit, an event organizer of an activity exempted by this subsection is required to comply with general regulations governing public safety or health.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING PART II, CHAPTER 5 OF THE MUNICIPAL CODE, AMENDING SECTION 5-2 AS TO THE ZONING AREAS WHERE ALCOHOLIC SALES ARE PERMITTED AND SECTION 5-6 AS TO THE AREAS EXEMPT FROM OPEN CONTAINER PROHIBITIONS, AMENDING SECTION 5-16 AS TO THE ZONING FOR MEDICAL MARIJUANA DISPENSARIES, AMENDING PART II CHAPTER 12 OF THE MUNICIPAL CODE, AMENDING SECTION 12-19 ADDING AN EXEMPTION, AMENDING PART II, CHAPTER 14 OF THE MUNICIPAL CODE, AMENDING SECTION 14-71 ADDING AN EXEMPTION, AMENDING PART II CHAPTER 15 OF THE MUNICIPAL CODE, AMENDING SECTION 15-5, ADDING AN EXEMPTION AND AMENDING SECTION 15-8 ADDING AN EXEMPTION, AMENDING PART II, CHAPTER 18 OF THE MUNICIPAL CODE, AMENDING SECTION 18-3, ADDING AN EXEMPTION AND AMENDING SECTION 18-7 EXEMPTING THE OPERATION OF GOLF CARTS AND UTILITY VEHICLES FROM CERTAIN PROVISION, AMENDING PART II, CHAPTER 25 OF THE MUNICIPAL CODE, AMENDING SECTION 25-121, ADDING AN EXEMPTION, AMENDING SECTION 25-288, ADDING AN EXEMPTION, AMENDING SECTION 25-292, ADDING AN EXEMPTION, AND AMENDING SECTION 25-362, ADDING AN EXEMPTION, AMENDING PART II, CHAPTER 26 OF THE MUNICIPAL CODE, AMENDING SECTION 26-3 AS TO THE EXCEPTIONS TO SPECIAL EVENT PERMIT REQUIREMENTS, REPEALING CONFLICTING ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has an interest in controlling the sale of alcohol and the public consumption of alcohol to ensure the safety of all City residents; and

WHEREAS, the City seeks to permit the sale of alcoholic beverages within the ARD (age restricted development) zoning district; and

WHEREAS, the City seeks to add an additional exemption from the open consumption of alcohol prohibition; and

WHEREAS, the City seeks to exempt property within the ARD (age restricted development) zoning designation from certain provisions related to medical marijuana, noise, golf carts, utility vehicles, sale in public places, circuses and carnivals, mobile food vendors, bicycle parking, and special events.

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

SECTION I.

§5-2(a) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec 5-2. – Beverages containing more than three and two-tenths percent alcohol by weight; areas where sale permitted.

(a) In order to preserve the public peace and safety of citizens of the city, all beverages containing more than three and two tenths (3.2) percent of alcohol by weight in the city shall be sold only within any area zoned Commercial "C-1," Commercial "C-2," Commercial "C-3," Central Business District "CBD," planned unit development (PUD), small planned unit development (SPUD), age restricted development (ARD), or Industrial "M-1."

§5-3(d) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec 5-3(d) The setbacks contained in this section shall not apply within the central business district as defined in section 25.4 of this Code, to the age restricted development (ARD) zoning district, or to any establishment holding an occupational license as a restaurant, and otherwise duly licensed as such under any requirements of state or local law, which derives at least fifty-one (51) percent of its gross revenues from the sale of food and nonalcoholic beverages, and which does not sell or serve alcoholic beverages after the hours for serving food have elapsed. This section would not apply to restaurants outside the CBD where musical entertainment is provided.

§5-6(b)(4) of the Code of Ordinances of the City of Leesburg is created to read as set forth below:

Section 5-6 – Consumption of an open containers prohibited on public property; exceptions.

(b) It shall not be a violation of subsection (a) for a person to engage in the activity prohibited by subsection (a) if the activity meets one (1) of the following conditions:
(4) All non-residential areas and uses, recreational areas and uses, areas of mixed use, and town centers within any age restricted development (ARD) zoning district. All special events held in the non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development shall be exempt from the requirements in §5.6(b)(1-3) and §5.6(c).

§5-16 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 5-16. – Medical marijuana.

(d) Applicability. This section shall apply to those lands within the corporate limits of the city which are zoned C-1 (neighborhood commercial), C-2 (community commercial), C-3 (highway commercial), ARD (age restricted development) and CBD (central business district);

and may also be included within planned zoning districts and overlays if included within the approval list of uses in the planned district conditions.

(h)(1) Medical marijuana dispensaries may be allowed in commercial zoning districts to include C-1 (neighborhood commercial), C-2 (community commercial), C-3 (highway commercial), ARD (age restricted development) and CBD (central business district); and may also be included within planned zoning districts and overlays if included within the approval list of uses in the planned district conditions.

SECTION II.

§12-19(a)(6) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 12-19. – Regulation of public nuisances.

(a) As used in this section, the term "public nuisance" shall mean any residential building, place of commercial business or other property that has been used as or has been the location of:

(6) On more than four (4) occasions within a six-month period as the subject of citizen complaints regarding excessive noise, including music or musical instruments producing sufficient volume to be heard inside any residential structure more than one hundred (100) feet away from the site, with the windows closed; and raucous outdoor gatherings such as crowds assembled in a public or private parking lot (excluding any music or outdoor gatherings for which a special events permit has been issued under this Code~~)~~. and all non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development (ARD) zoning district.)

SECTION III.

§14-71 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 14-71. – Sales in streets and other public places.

It shall be unlawful for any auctioneer or other person to offer for sale, or sell at public auction or by public outcry, any goods, wares, or merchandise or any livestock, or any other personal property, or any real estate or interest therein, upon any street or public place in the city, unless written permission has been obtained from the city commission to do so. Section 14-71 shall not apply to any streets or public places within an area with an ARD (age restricted development) zoning designation.

SECTION IV.

§15-5 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 15-5. – Hotel keepers, permitting loud noises.

It shall be the duty of every hotel, tavern or inn keeper, and the keeper of any billiard or pool table, and every other person keeping a public house, to prevent the persons, who may resort to their houses, from disturbing their neighbors, either in the day or in the nighttime, by loud cries, carousals, songs or other noises, calculated or having the effect to interrupt the tranquility, peace and quietude of the neighborhood, and any such person who shall allow or permit such disorder to be committed on his premises, shall be punished as provided in section 1-14 of this Code. Section 15-5 shall not apply to any non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development (ARD) zoning district.

§15-8 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 15-8. – Sound trucks and amplifying devices.

(a)It shall be unlawful for any person to operate or permit to be operated in the city any sound amplifying devices or equipment for any purpose whatever, whether the same be stationary or operated from a vehicle or other carriage unless a permit has been obtained from the city manager so to do; provided, that it shall be unlawful for any person to make any loud and raucous noise to the disturbance of the peace. Any person to whom a permit has been issued under this section that abuses his discretion and causes or permits loud and raucous noises shall subject the permit to immediate revocation. Section 15-8(a) shall not apply to any non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development (ARD) zoning district.

(b)The words sound amplifying equipment as used in this section shall mean any machine or device for the amplification of any sound.

SECTION V.

§18-3 of the Code of Ordinance of the City of Leesburg is amended to read as set forth below:

Sec. 18-3. – When permits required for parades, processions.

No procession or parade, excepting the forces of the United States armed services, the military forces of this state, and the forces of the police and fire departments, shall occupy, march, or proceed along any street or roadway except in accordance with a permit issued by the chief of police and such other regulations as are set forth in this chapter which may apply. No sound truck or other vehicle equipped with amplifier or loudspeaker shall be driven upon any street for the purpose of selling, offering for sale, or advertising in any fashion except in accordance with a permit issued by the chief of police. Section 18-3 shall not apply to any streets or roadways, or trucks driven down a street or roadway within or adjacent to a public place with an ARD (age restricted development) zoning designation.

§18-7(b) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 18-7. – Operation of golf carts, etc. on certain city streets.

(b) Golf carts.

(1) Golf carts may be operated on city-owned streets, within the following areas, where the posted speed limit is twenty-five (25) miles per hour or less.

a. South of Dixie Avenue (SR 44): An area bounded on the north by Dixie Avenue (SR 44) to its intersection with Lake Port Boulevard, on the east by Lake Port Boulevard at its intersection with Dixie Avenue (SR 44) thence southerly along Lake Port Boulevard to its end, on the south by Lake Harris, and on the west by 14th Street (U.S. Highway 27).

b. South of Main Street and north of Dixie Avenue (SR 44): An area bounded on the north by Main Street, on the east by Dixie Avenue (SR 44) on the south by Dixie Avenue (SR 44) and on the west by 14th Street (U.S. Highway 27).

c. North of Main Street: An area bounded on the south by Main Street, on the east by Dixie Avenue (SR 44) on the north by North Boulevard (U.S. Highway 441) to its intersection with Perkins Street, and on the west by the following: Perkins Street from its intersection with North Boulevard (U.S. Highway 441) thence south along Perkins Street to Edmonds Street, thence westerly along Edmonds Street to Sunshine Avenue, thence northwesterly along Sunshine Avenue to 14th Street (U.S. Highway 27) thence southerly along 14th Street (US Highway 27) to its intersection with Main Street.

d. North of North Boulevard (U.S. Highway 441): An area bounded on the south by North Boulevard (U.S. Highway 441), on the east from the intersection of North Boulevard (U.S. Highway 441) and North Lake Avenue thence north along North Lake Avenue to Bentley Road, thence west along Bentley Road to Stehle Road to the city limits; on the north by Lake Griffin and on the west by Beverley Point Road thence southerly along Beverley Point Road to North Shore Road thence along North Shore Road to U.S. Highway 441.

<u>e. All city roads within or adjacent to real property with an ARD (age restricted development) zoning designation.</u>

(2) Golf carts must be operated on city streets, not on adjacent sidewalks. In addition, golf carts are authorized on the walkway and bridges connecting Ski Beach with Dozier Circle in Venetian Gardens.

(3) All golf carts operated within the city limits of Leesburg shall be equipped with efficient brakes, reliable steering apparatus, safe tires, a rear view mirror, red reflectorized warning devices on the front and rear of the vehicle, brake lights and a windshield.

(4) Operators of golf carts equipped as described above must use standard hand and arm signals to advise other motorists of their intention to turn or change lanes.

(5)Golf carts equipped as described in subsection (3) above may operate on city streets anytime between thirty (30) minutes after sunrise to thirty (30) minutes before sunset.

(6)Golf carts equipped with head lights, tail lights and turn signals in addition to items in subsection (3) above may operate on city streets anytime between 5:00 a.m. and 10:00 p.m. The city manager may extend hours of operation in conjunction with special events. The request to extend hours will be included in the special event permit application and the modified hours of operation will be specified in the approved permit.

(7) Golf carts that meet the minimum equipment standards established by Florida State Statutes are allowed to utilize the roadways within property zoned ARD (age restricted development) for all roadways signed 30 miles per hour or less and can operate between sunrise and sunset.

Golf carts that meet the minimum equipment standards established by Florida State Statutes and are equipped with additional equipment which includes headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape, are allowed to utilize the roadways within property zoned ARD (age restricted development) for all roadways signed 30 miles per hour or less and can operate at any time day or night.

Golf cart access to or from city streets or multimodal paths outside ARD (age restricted development) zoning designations are not required and are prohibited unless explicitly approved by the developer or its successors or assigns.

~~(7)~~(8) Drivers of a golf cart must be at least eighteen (18) years old. All drivers of golf carts must possess a valid driver's license. Notwithstanding anything herein to the contrary, however, any individual whose driver's license has been suspended or revoked, may not operate a golf cart within the city unless and until the suspension or revocation of his or her driver's license is lifted and a valid driver's license is issued. Notwithstanding the above, drivers of golf carts operated on roads or multi-use pathways within or adjacent to property zoned ARD (age restricted development) shall be at least sixteen (16) years of age but are not required to have a valid driver's license.

~~(8)~~(9)Golf carts may not be operated on state or county roads within the city limits or on sidewalks adjacent to state or county roads within city limits. Golf carts may not cross state- or county-owned roads unless specifically permitted by the Florida Department of Transportation or Lake County respectively.

~~(9)~~(10)This section does not regulate operation of golf carts in gated communities with private roads.

§18-7(d)(6) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

(d) Utility vehicles.

(6) Section 18-7(d)(1-5) shall not apply to utility vehicles operated on property zoned ARD (age restricted development).

SECTION VI.

§25-121 of the Code of Ordinance of the City of Leesburg is amended to read as set forth below:

Sec. 25-121. – Parade and procession permits.

(a) No procession or parade, excepting the forces of the United States Armed Services, the military forces of this state, and the forces of the police and fire departments, shall occupy, march, or proceed along any street or roadway except in accordance with a permit issued by the chief of police and such other regulations as are set forth in this article ~~(See special use permit section 25-126)~~ which may apply.

(b) No sound truck or other vehicle equipped with amplifier or loudspeaker shall be driven upon any street for the purpose of selling, offering for sale, or advertising in any fashion except in accordance with a permit issued by the chief of police.

(c) Section 25-121 shall not apply to any streets or roadways, or trucks driven down a street or roadway within or adjacent to real property with an ARD (age restricted development) zoning designation.

§25-288(d) of the Code of Ordinance of the City of Leesburg is amended to read as set forth below:

Sec. 25-288. – Commercial uses.

(d) Circus and carnival regulations. Before any circus or carnival commences operation on any private property within the City of Leesburg, a temporary permit shall be secured from the planning manager or his designee. Circuses or carnivals held on real property with an ARD (age restricted development) zoning designation are exempt from this provision. In determining whether to issue the temporary permit, the planning director shall take into account whether the proposed circus or carnival meets the following conditions:

(1) Off-street parking for a carnival shall be provided in an area equal to or greater than, in size, the area devoted to carnival activities. Off-street parking for a circus shall be provided at the rate of one (1) parking space per each five (5) seats. Where parking is provided in existing parking lots serving other permitted uses, the city shall determine if both uses can utilize the same parking areas without adversely affecting each other, any other permitted uses, and the surrounding neighborhood. Paved parking is not required for a circus or carnival.

(2) A carnival or circus located within five hundred (500) feet of any residence shall be prohibited from setting up, taking down, or conducting any operations, between the hours of midnight and 7:00 a.m.

(3) A temporary permit shall not be issued for a period in excess of ten (10) consecutive days. No site may be permitted again for a circus or carnival within ninety (90) days after the expiration of the most recent permit.
(~~1~~4) Any temporary signs advertising a carnival or circus must be permitted separately under the applicable provisions of the sign ordinance. The maximum allowable sign area on-site is one hundred (100) square feet. Temporary off-site signs advertising the event are prohibited.
(~~2~~5) The carnival or circus must submit a plan detailing how access will be provided to the site and that plan shall be reviewed to insure that reasonable and safe access is provided for both vehicles and pedestrians.
(~~3~~6) The applicant for a temporary permit for a carnival or circus shall pay an application fee in the amount of one hundred twenty dollars ($120.00). Payment of the fee shall not be a guarantee that a permit will be issued. The applicant must meet all conditions of this section and any other applicable ordinances before a permit may be issued.
(~~4~~7)The applicant must comply with F.S. § 546.003 and § 546.004 regarding insurance requirements; F.S. § 616.12 regarding licensing requirements; and F.S. § 616.15 regarding permitting requirements.

§ 25-292(18)d of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 25-292. – Supplemental district requirements.

d. *Applicability.*

1. This section shall apply to those lands within the corporate limits of the City of Leesburg <u>except for any lands with an ARD (age restricted development) zoning designation</u>.
2. This section shall apply to all mobile food vendors and mobile food vending activities, including permitting and operations.
3. Mobile vending shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this section.
4. Other vending and or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise.

§ 25-362(b) of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 25-362. – Bicycle parking requirements.

(b) Exemptions. This section does not apply to single-family, two-family, three-family, and four-family housing (attached, detached or manufactured housing), home occupations, agriculture and livestock uses, <u>real property with an ARD (age restricted development) zoning designation</u> or other developments with fewer than ten (10) vehicle parking spaces.

SECTION VII.

§26.3 of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

Sec. 26-3. - Exceptions to special event permit requirement.

The following activities are exempt from the special event permit requirement:

(1) Funerals and funeral processions conducted by a licensed mortuary.

(2) Activities conducted by governmental agency acting within the scope of its authority.

(3) Lawful picketing on sidewalks.

(4) Demonstrations that do not involve the use of vehicles, animals, fireworks, pyrotechnics or equipment (other than sound equipment), provided that:

a. No fee or donation is charged or required as a condition of participation in or attendance at such demonstration; and

b. The chief of police is notified at least thirty-six (36) hours in advance of the commencement of the demonstration.

(5) Film-making activities conducted under the aegis of any organization or agency of the State of Florida, Lake County, the City of Leesburg, or other governmental agency, or successor agency, having responsibility for the promotion of or coordination of motion picture or television activities, when provisions for cost recovery for city support services have been made.

(6) Events on private property which meet the definitions of "special event" shall be considered to be special events only if five hundred (500) or more people participating in the event will occupy adjacent streets or public property during the event. As used herein the term "occupy adjacent streets" shall not include the normal passage by vehicle or pedestrian for the sole purpose of traveling to and from the special event, nor the parking of vehicles in lawfully designated spaces along any street.

(7) Events on real property zoned age restricted development (ARD). This shall include any event that occurs on public streets and public sidewalks within the age restricted development (ARD) zoning designation. This exemption includes an exemption from Section 26-18.

~~(7)~~ (8) Although not required to get a special event permit, an event organizer of an activity exempted by this subsection is required to comply with general regulations governing public safety or health.

SECTION VIII.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repeals, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any

of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IX.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION X.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: October 10, 2022

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

Subject: An Ordinance of the City of Leesburg, Florida, Vacating approximately 6,100.80 square feet of Walker Road unconstructed easement consisting of an area 203.36 feet long by 30.00 feet wide MOL lying north of Tuller Road, and Vacating approximately 4,723.05 square feet of Seng Road unconstructed easement consisting of 314.87 feet long by 15.00 feet wide MOL lying north of Tuller Road and Vacating approximately 6,480.60 square feet of Tuller Road unconstructed easement consisting of an area approximately 216.02 feet long by 30.00 feet wide MOL lying east of Seng Road, said property being generally located in an unconstructed portion of Silver Lake Estates Plat as recorded in Plat Book 10, Page 66; Section 9, Township 19 South, Range 25 East; Public Records of Lake County, Florida; and providing an effective date. (The Hills of Leesburg Residential Subdivision)

Staff Recommendation:
Staff recommends approval of the vacation of portions of unconstructed ingress/egress easements lying in an unconstructed portion of Silver Lake Estates Plat lying west of County Road 44.

Analysis:
The subject property is generally located west of County Road 44 consisting of portions of ingress/egress easements that were not constructed in the Silver Lake Estate plat established in July 1934. Tracts of land lying contiguous to the ingress/egress easements to be vacated have been annexed into the City of Leesburg with a future land use designation of Estate Residential and a zoning designation of PUD (Planned Unit Development). The ingress/egress easements were not constructed, are not connected to portions of constructed easements and no utilities are located within the easements. These portions of ingress/egress easements are no longer needed as shown on the plat. This request is for the described easements only, and will not adversely impact adjacent properties.

The applicant is seeking to build a residential subdivision on approximately 41 acres consisting of 118 residential dwelling units.

Procurement Analysis:
N/A

Options:

1. Approve the requested vacate; or
2. Other action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact is anticipated as a result of this request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, VACATING APPROXIMATELY 6,100.80 SQUARE FEET OF WALKER ROAD UNCONSTRUCTED EASEMENT CONSISTING OF AN AREA 203.36 FEET LONG BY 30.00 FEET WIDE MOL LYING NORTH OF TULLER ROAD, AND VACATING APPROXIMATELY 4,723.05 SQUARE FEET OF SENG ROAD UNCONSTRUCTED EASEMENT CONSISTING OF 314.87 FEET LONG BY 15.00 FEET WIDE MOL LYING NORTH OF TULLER ROAD AND VACATING APPROXIMATELY 6,480.60 SQUARE FEET OF TULLER ROAD UNCONSTRUCTED EASEMENT CONSISTING OF AN AREA APPROXIMATELY 216.02 FEET LONG BY 30.00 FEET WIDE MOL LYING EAST OF SENG ROAD, SAID PROPERTY BEING GENERALLY LOCATED IN AN UNCONSTRUCTED PORTION OF SILVER LAKE ESTATES PLAT AS RECORDED IN PLAT BOOK 10, PAGE 66; SECTION 9, TOWNSHIP 19 SOUTH, RANGE 25 EAST; PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (THE HILLS OF LEESBURG RESIDENTIAL SUBDIVISION)

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

Section 1.

The City Commission of the City of Leesburg, Florida, finding that unconstructed portions of easements lying in Silver Lake Estates plat created in July 1934, lying west of County Road 44, containing 6,100.80 square feet of Walker Road lying north of Tuller Road, and containing 4,723.05 square feet of Seng Road lying north of Tuller Road, and containing 6,480.60 square feet of Tuller Road lying east of Seng Road in Lake County Florida, is not needed for public purposes, therefore the portions of said easements, as legally described below, are hereby vacated and relinquished, except as reserved hereafter;

SKETCH OF DESCRIPTION

DESCRIPTION:

That Portion of Walker Road, lying North and adjacent to the lands described in the Corrected Resolution No. 2006-27 as recorded in Offical Records Book 3691 page 233 of the Public Records of Lake County, Florida; said line being 203.36 feet South of the North line of Lot 4, Block 16, and the easterly extension thereof to the easterly Right-of-Way line of Walker Road, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida.

And

SKETCH OF DESCRIPTION

DESCRIPTION:

That portion of Tuller Road lying East of the East Right-of-Way line of Seng Road and West of a line that is 231.02 feet East of the West line of Lot 1, Block 17, and the Northerly extension thereof to the northerly Right-of-Way line of Tuller Road, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida.

AND

That Portion of East 1/2 Seng Road lying North of the South Right-of-Way line of Tuller Road and South of the North line of Lot 3, Block 16, and the westerly extension thereof to the center line of Seng Road, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida.

Section 2.

The provisions of Section 1 notwithstanding, this Ordinance shall not be construed to release, and the City Commission hereby reserves, any and all existing recorded easements for utilities in favor of the City of Leesburg in and to any portion of the property located in the vacated area.

Section 3.

This ordinance shall become effective immediately upon its passage and adoption according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Aerial

Planning & Zoning Division

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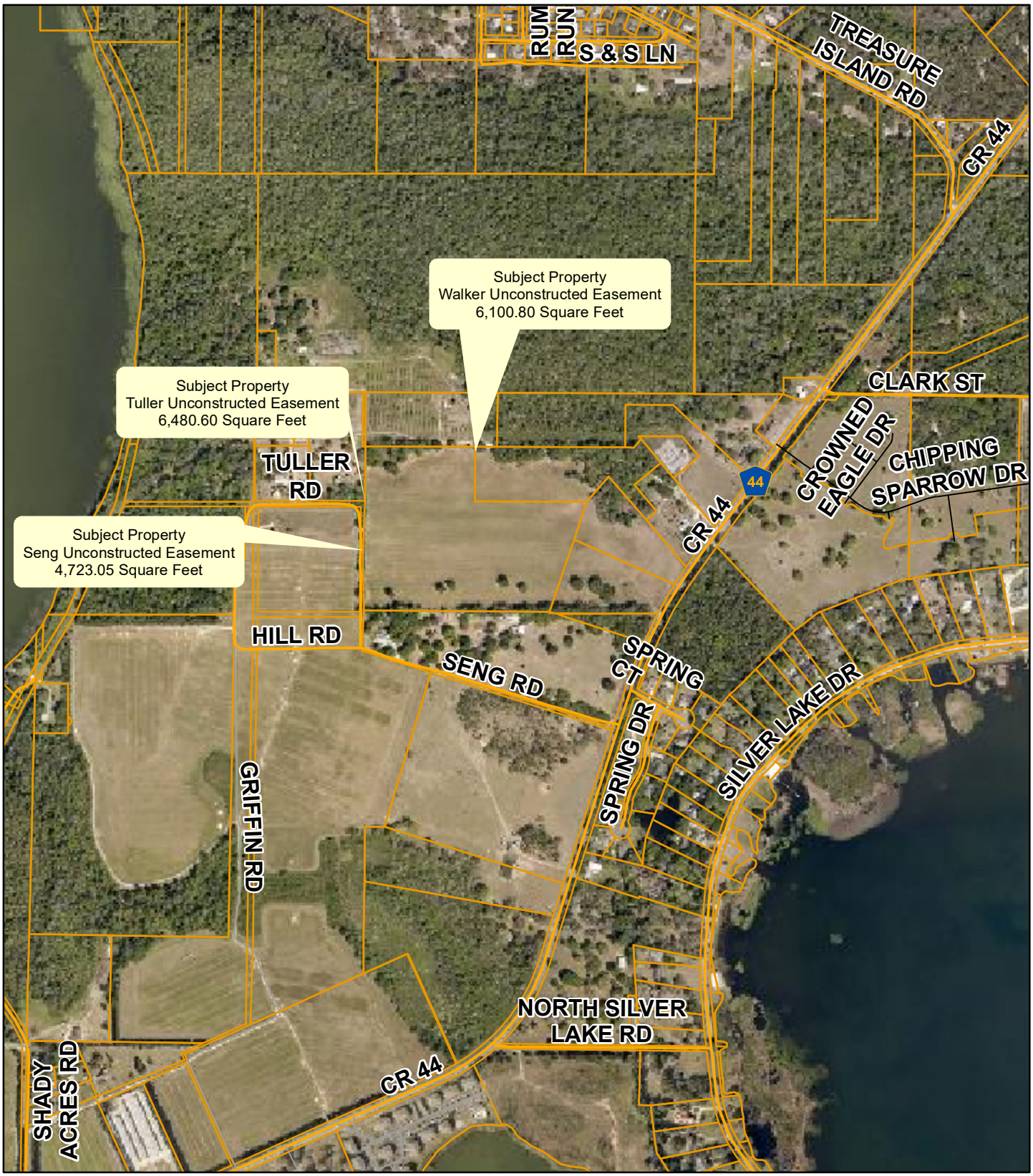
The Hills At Leesburg
VAC-21-396
AK#s: 1273480, 2914904
Section 01, Township 19 South, Range 25 East
August 10, 2022

Aerial



Planning & Zoning Division

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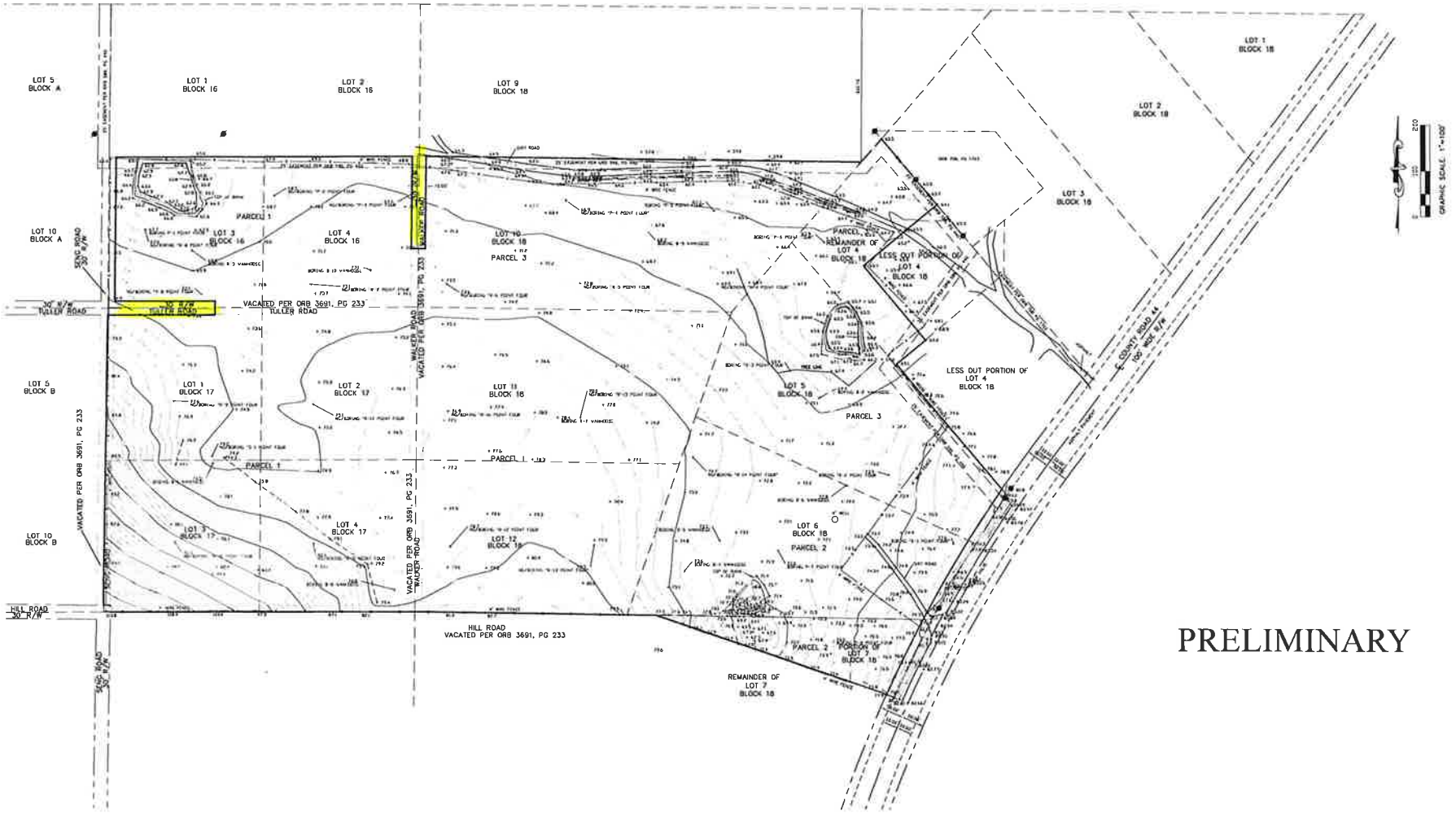
The Hills At Leesburg
VAC-21-396
AK#s: 1273480, 2914904
Section 01, Township 19 South, Range 25 East
August 10, 2022

BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY



PRELIMINARY

SHEET 2 OF 2
NOT VALID WITHOUT
SHEET 1

SHEET 1 - BOUNDARY INFORMATION
SHEET 2 - TOPOGRAPHIC INFORMATION

Nieto-Whittaker Surveying LLC
4724 S. Ronald Reagan Blvd. Longwood, FL 32750
PH 1 (407) 830-5322 FAX 1 (407) 830-5447
LB No. 7722

FIELD BY: DW	DATE: 6/2/2021	
DRAWN BY: BPS	ORDER NO.: WR21-170	
SCALE: 1"=100'	SHEET: 2 OF 2	

PREPARED FOR:

PMWD VENTURES, LLC
WALKER ROAD LEESBURG, FL 34788

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: October 10, 2022

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

Subject: An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error in Ordinance 22-17, by amending the language in Section D.1.f. from "7.5 feet" to "5 feet" for the side setback requirement, and amending the language in Section D.2.b. to read "'10 feet" instead of "15 feet" for building separation requirements, for a property consisting of approximately 41.69 acres, and being generally located west of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County Florida; and providing an effective date. (Hills of Leesburg)

Staff Recommendation:
Staff recommends approval of the request to correct two scrivener's errors in Ordinace 22-17, The Hills of Leesburg single family residential project.

Analysis:
The Hills of Leesburg project was recommended for approval by the Planning Commission on December 16, 2021 and approved by the City Commission on March 14, 2022 under Ordinance 22-17. In preparing for submittal of site and construction plans, the developer contacted staff in regard to the side setback and building separation distances shown in the approved PUD. Staff researched the issue and found in the minutes of the Planning Commission that the final PUD as presented to City Commission for approval should have read as follows: Section D.1.f. should show a five (5) foot setback instead of seven and one-half (7.5) feet, and Section D.2.b. should have shown a ten (10) foot building separation instead of the fifteen (15) feet. These changes are shown on page 3 of the PUD document.

Procurement Analysis:
N/A

Options:
1. Approve the request to correct the scrivener's errors in Ordinance 22-17; or
2. Other action as the Commission may decide.

Fiscal Impact:

No fiscal impact will result from action taken on this item.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CORRECTING A SCRIVENER'S ERROR IN ORDINANCE 22-17, BY AMENDING THE LANGUAGE IN SECTION D.1.F. FROM "7.5 FEET" TO "5 FEET" FOR THE SIDE SETBACK REQUIREMENT, AND AMENDING THE LANGUAGE IN SECTION D.2.B. TO READ '"10 FEET" INSTEAD OF "15 FEET" FOR BUILDING SEPARATION REQUIREMENTS, FOR A PROPERTY CONSISTING OF APPROXIMATELY 41.69 ACRES, AND BEING GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HILLS OF LEESBURG)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA,that;

Section 1.
Based upon the request of Geoff Summit, GL Summitt Engineering, the petitioner of the property hereinafter described, which 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, the language of Ordinance 22-17,is hereby amended to read as follows, to wit:

Section D.1.f. is hereby amended to correct a scrivener's error by changing the number "7.5 feet" to "5 feet" for the side setback requirement, and
Section D.2.b. is hereby changed to correct a scrivener's error by changing the number ' "10 feet" to "15 feet" for building separation requirements,

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of October 2022.

_____
Mayor

ATTEST:

_____
City Clerk

THE HILLS AT LEESBURG
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
February 14, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **The Hills at Leesburg, (Keith A. & Fay E. Jenkins) 37515 Felkins Road, Leesburg, Florida, 34788 "Permittee" (G & L Summitt Engineering, Inc, 3667 Simonton Place, Lake Mary, Florida, 32746 - 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 Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 118 single family residential units on approximately 42 acres, generally located west of County Road 44 and north of Seng Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE
The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS
The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **The Hills at Leesburg, (Keith A. & Fay E. Jenkins) 37515 Felkins Road, Leesburg, Florida, 34788 "Permittee" (G & L Summitt Engineering, Inc, 3667 Simonton Place, Lake Mary, Florida, 32746 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**
   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 42 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Townhouses
2. Multi-family units (Apartments)
3. Commercial uses (as a primary use)
4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 118 single family residential units, at a gross density not to exceed 2.83 units per acre on the approximately 42-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. <u>For all lots:</u>
   a. Minimum house size: 1,800 square feet.
   b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
   c. Minimum lot size shall be 6000 square feet.
   d. Minimum width 50 feet
   e. Minimum depth 120 feet

f. Minimum building setbacks:
Front – 25 feet;
Porch/Garage – 20 feet (porch must be a minimum width of 6 feet).
Rear – 18 feet;
Side – ~~7.5 feet;~~ 5 feet
Corner Side – 15 feet.

2. For all structures:
   a. Each residential structure shall have a minimum two car garage.
   b. Minimum distance between structures shall be ~~fifteen (15)~~ ten (10) feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
   c. Maximum building height: two (2) stories or 35 feet.
   d. 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.
   e. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
   f. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
   g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
   1. Dormers
   2. Gables
   3. Recessed or raised entries
   4. Covered porch entries
   5. Cupolas
   6. Pillars or decorative posts
   7. Bay window (minimum 12-inch projections)
   8. Eaves (minimum 6-inch projections)
   9. Front windows with arched glass tops and minimum 4-inch trim.
   10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
   11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
   12. Stone accents
   13. Shutters
   14. Board and batten siding

15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manger or designee.

D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties.

6. LANDSCAPING & BUFFER REQURIEMENTS

A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

B. Each platted single-family residential lot of record shall contain a minimum of one canopy 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*. All other requirements for tree planting based on lot size shall remain in effect.

C. A spilt-rail fence, of either wood or vinyl 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 shall be allowed as an option to the split-rail fence.

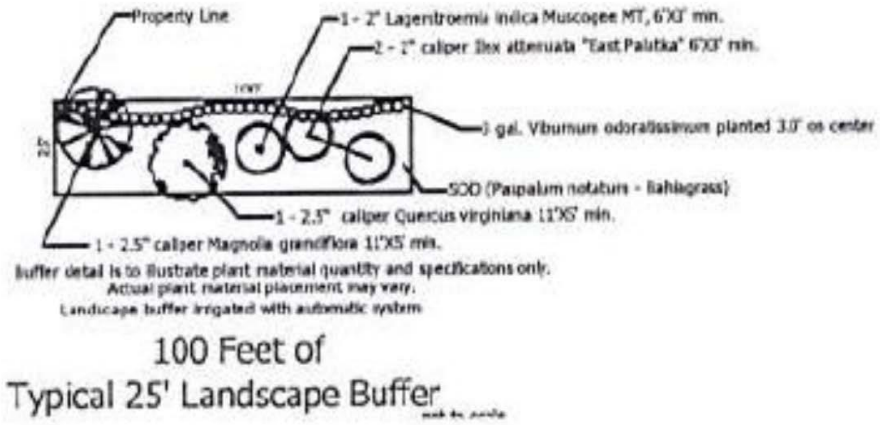
D. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

E. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



F. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager 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.

G. The surveying of trees on the property shall be conducted as follows:
   1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
   2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
   3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall have at least one access point on County Road 44, 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 site plan application review process.

B. The main access point on County Road 44 shall be constructed in a "boulevard-type" roadway, having a landscaped medial area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

D. Each 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.

E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements.

G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.

2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.

H. Sidewalks shall be provided on both sides of the entrance road(s) and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city., including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas 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 shown shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.

1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.

2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 0.55 acres, or 200 square feet per unit.

B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
   1. Trails, playgrounds, basketball, tennis, handball courts, etc.
   2. Community swimming pool, including the deck area surrounding such pools.
   3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
   4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. Implementation of the project shall substantially commence one-hundred twenty (120) months of approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, 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 PUD approval or rezone the property to another appropriate zoning classification.

C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

1. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the 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

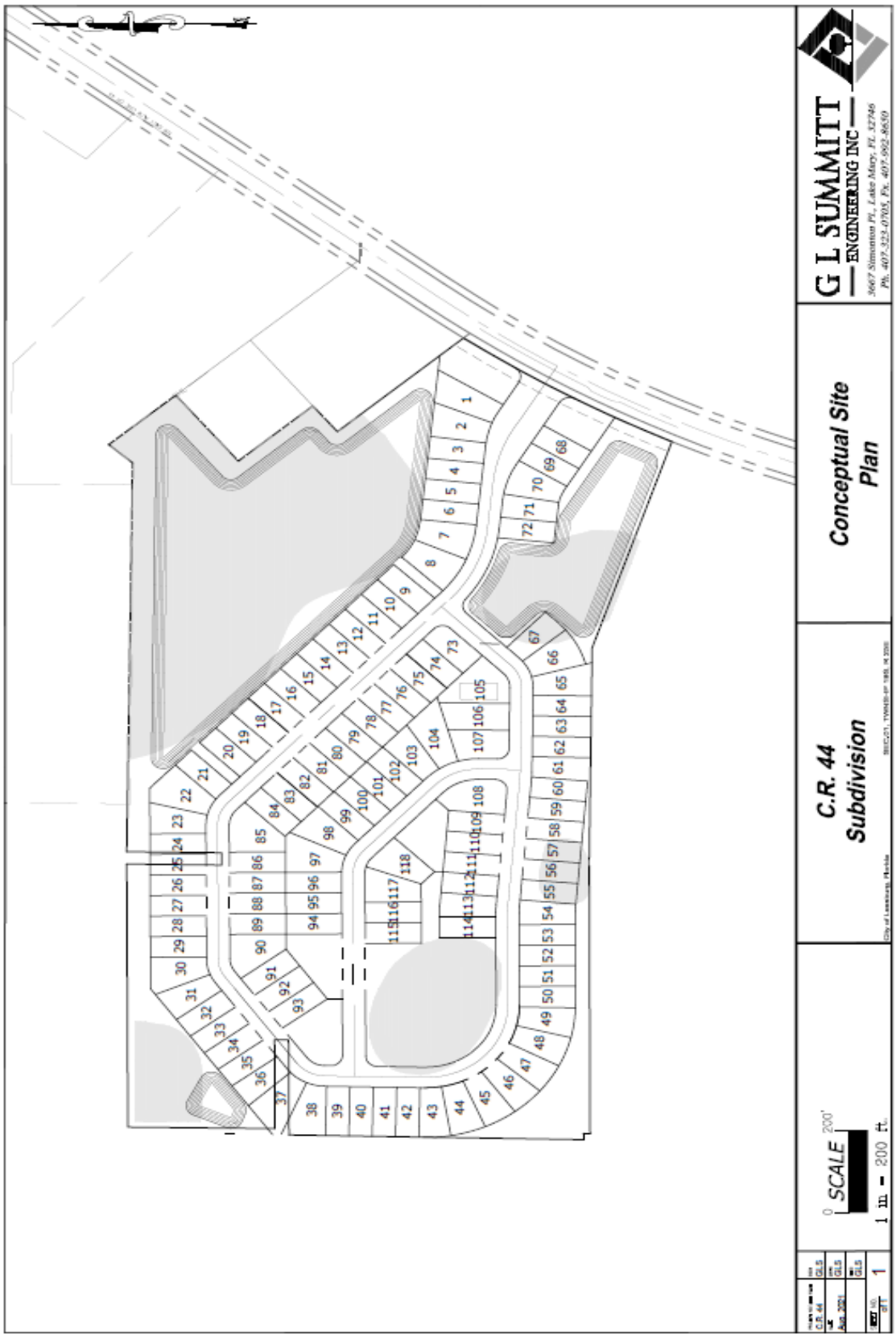
1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION

Description (per Title Commitment):

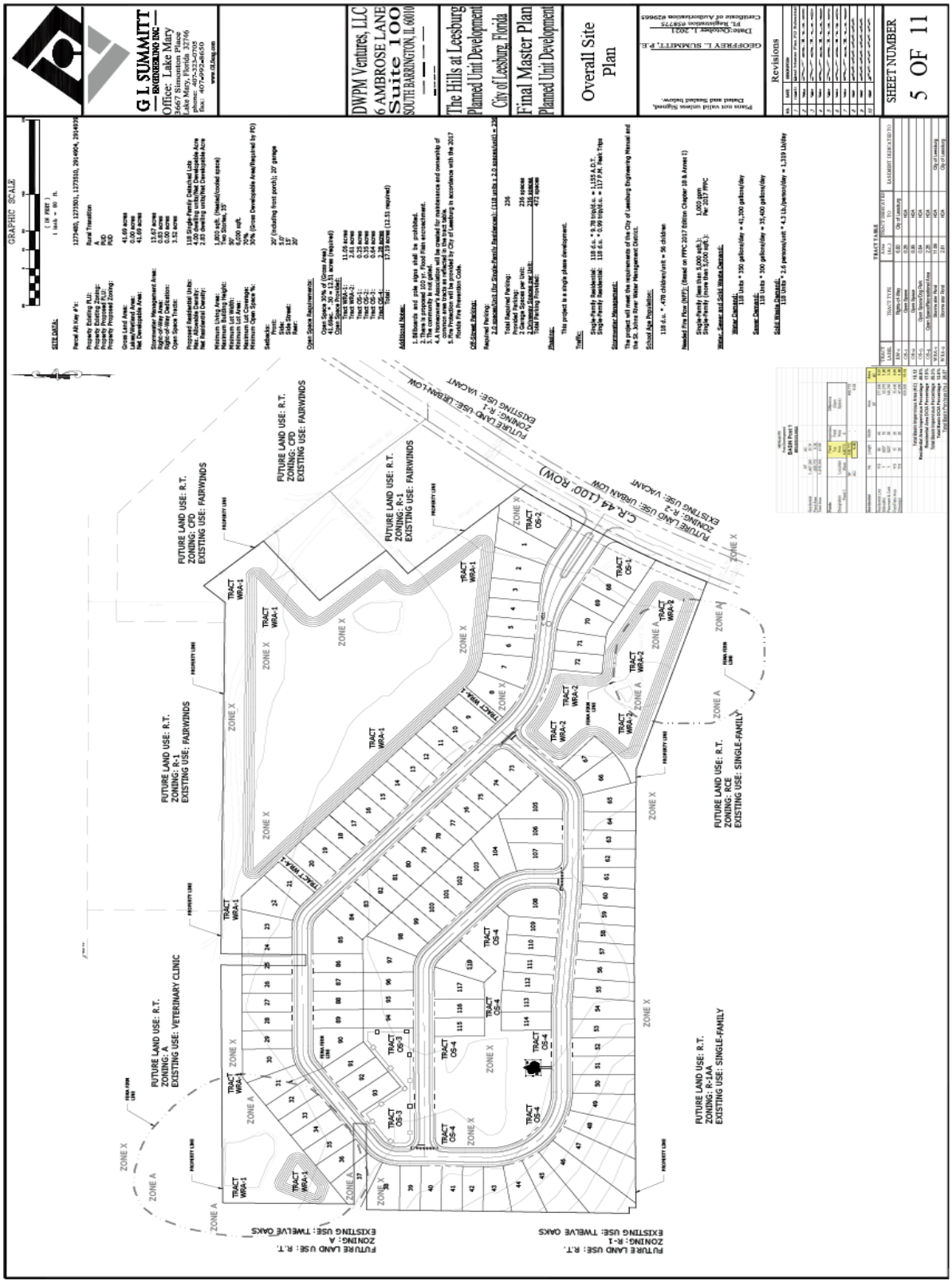
Parcel 1
Lots 3 and 4, Block 16, Lots 1, 2, 3 and 4, Block 17 and Lots 11 and 12, Block 18, Revised and Corrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida. TOGETHER WITH that portion of vacated Hill Road, Walker Road, Tuller Road and Seng Road as more particularly described in that certain Corrected Resolution No. 2006-27 recorded October 17, 2008, in Official Records Book 3691, Page 233, Public Records of Lake County, Florida.
AND
Parcel 2
Lot 6 and that part of Lot 7, Block 18, Revised and Corrected Plat of the Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, described as follows: Begin at the Northeasterly corner of Lot 7, Block 18, run North 89 degrees 59 minutes 02 seconds West 600.13 feet; thence run South 71 degrees 56 minutes 19 seconds East 545.67 feet to the Westerly line of State Road 44, said point being on a curve concave Easterly and having a radius of 2910.01 feet and a radial bearing of North 66 degrees 08 minutes 38 seconds West; thence run Northeasterly along the arc of said curve through a central angle of 03 degrees 41 minutes 37 seconds, a distance of 187.60 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lots 6 and 7, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2224, Public Records of Lake County, Florida.
AND
Parcel 3
Lots 4, 5 and 10, Block 18, Revised and Corrected Plat of the Re-Subdivision of the Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, LESS that part of Lot 4, Block 18, bounded and described as follows: Begin at the Eastern most corner of said Lot 4, Block 18, run thence North 43 degrees 30 minutes West, 300 feet along the Northeast line of said Lot 4; thence South 46 degrees 30 minutes West 290 feet; thence South 43 degrees 30 minutes East, 372 feet to the Northwest right of way line of State Road No. 44; thence Northeasterly 298 feet, more or less, along the said line to the Point of Beginning; AND LESS, from the Northeasterly corner of said Lot 4, run North 43 degrees 30 minutes West, along the Northeasterly line of said Lot 4, a distance of 300 feet to the Point of Beginning; thence continue North 43 degrees 30 minutes West along said Northeasterly line 208.72 feet; thence South 46 degrees 30 minutes West 208.72 feet; thence South 43 degrees 30 minutes East 208.72 feet; thence North 46 degrees 30 minutes East, 208.72 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lot 5, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2227, Public Records of Lake County, Florida.

EXHIBIT C **CONCEPTUAL SITE PLAN**



REVISED per City Commission comments on February 14th, 2022 FIRST Reading

EXHIBIT C -1 **CONCEPTUAL SITE PLAN**



REVISED per City Commission comments on February 14th, 2022 FIRST Reading

EXHIBIT D **FAÇADE SAMPLES**

AA1 CANARY 'A' FRONT ELEVATION
N.T.S.

AA2 CANARY 'B' FRONT ELEVATION
N.T.S.

AA3 MAHOGANY 'A' FRONT ELEVATION
N.T.S.

AA4 MAHOGANY 'B' FRONT ELEVATION
N.T.S.

G L SUMMITT
ENGINEERING INC
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1667 Simonton Place
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6 AMBROSE LANE
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SOUTH BARRINGTON, IL 60010

The Hills at Leesburg
Planned Unit Development
City of Leesburg, Florida

Final Master Plan
Planned Unit Development

Architectural Elevations 1

Plans not valid unless Signed, Dated and Sealed Below.

GEOFFREY L. SUMMITT P.E.
Date: October 1, 2021
FL Registration #51177
Certificate of Authorization #2660

Revisions

No	Date	Description
1	10/01	Revised Per City Comments
2	10/01	
3	10/01	
4	10/01	
5	10/01	
6	10/01	
7	10/01	
8	10/01	
9	10/01	
10	10/01	
11	10/01	

SHEET NUMBER
A1 OF 11

AA5 PALM 'A' FRONT ELEVATION
N.T.S.

AA6 PALM 'B' FRONT ELEVATION
N.T.S.

AA7 WILLOW 'A' FRONT ELEVATION
N.T.S.

AA8 WILLOW 'B' FRONT ELEVATION
N.T.S.

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The Hills at Leesburg
Planned Unit Development
City of Leesburg, Florida

Final Master Plan
Planned Unit Development

Architectural Elevations 2

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GEOFFREY L. SUMMITT P.E.
Date: October 1, 2021
FL Registration #51177
Certificate of Authorization #2660

Revisions

No	Date	Description
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2	10/01	
3	10/01	
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5	10/01	
6	10/01	
7	10/01	
8	10/01	
9	10/01	
10	10/01	
11	10/01	

SHEET NUMBER
A2 OF 11

REVISED per City Commission comments on February 14th, 2022 FIRST Reading

require road improvements such as turn lanes on CR 44 at the development entrance, plus a sidewalk, easements and additional ROW. Public responses – we did not have any written responses to the advertising and sign posting.

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

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 21-395, is compatible with the adjacent future land use designations of Lake County Rural Transition, Lake County Urban Low Density.

3. The proposed request as conditioned in City of Leesburg Case number PUD 21-395, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County R-1 (Rural Residential District), and Lake County CFD (Community Facility District).

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 Rural Transition to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Chairman Bowersox stated if anyone in audience that wants to speak on the case or any representative of the project.

Jason Gray Robinson, at 301 East Pine Street, Orlando, Florida stated we concur with the Staff report and recommendations on both agenda items, and stated Geoff Summitt the project engineer; and applicant, one item regarding setbacks; clarification on the setbacks for the project; in full agreement and will be happy to answers any questions. Dan Miller stated for the record we had a typo request for the 5' side setbacks and 10' between the buildings; wrong numbers in there. Chairman Bowersox stated 15' combined; Dan Miller replied in this PUD (Planned Unit Development) 5' on each side; last of the 50' lots that we had in process.

Chairman Bowersox stated if the Commission have any questions of the applicant or his representative.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, NOVEMBER 18TH, 2021.

Vice-Chairman Sennett moved to APPROVE the draft minutes from the NOVEMBER 18TH, 2021 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 6- 0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-21-400 – HILLS AT LEESBURG – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 41.69 +/- ACRES, FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 14, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 28, 2022)** (Hills @ Leesburg)

Dan Miller asked Chairman Bowersox for permission to discuss these two cases together for discussion purposes.

Dan Miller introduced case number #SSCP–21-400 – Hills at Leesburg – Small Scale Comprehensive Plan and case number #PUD-21-395 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, requests, proposals, and then went over the PUD (Planned Unit Development) document.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different departments for review, there were no significant or substantive comments; Lake County Public Works will

DRAFT SUMMARY MINUTES OF THE REGULAR MEETING

OF THE PLANNING COMMISSION

VENETIAN CENTER

THURSDAY, DECEMBER 16TH, 2021 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, December 16th, 2021, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O'Kelley
Michael Fitzpatrick
Alfred Haliday
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Chris Wood
Ze'Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, Dianne Pacewicz, Planner, Senior Planner Christine Rock, Sabrina Mitchell, Administrative Assistant II, and Interim Attorney Loren Vasquez was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by 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 that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, NOVEMBER 18TH, 2021.

Vice-Chairman Sennett moved to APPROVE the draft minutes from the NOVEMBER 18TH, 2021 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 6- 0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

1) **PUBLIC HEARING CASE # SSCP-21-400 – HILLS AT LEESBURG – SMALL SCALE COMPREHENSIVE PLAN**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 41.69 +/- ACRES, FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 14, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 28, 2022)** (Hills @ Leesburg)

Dan Miller asked Chairman Bowersox for permission to discuss these two cases together for discussion purposes.

Dan Miller introduced case number #SSCP–21-400 – Hills at Leesburg – Small Scale Comprehensive Plan and case number #PUD-21-395 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, requests, proposals, and then went over the PUD (Planned Unit Development) document.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different departments for review, there were no significant or substantive comments; Lake County Public Works will

require road improvements such as turn lanes on CR 44 at the development entrance, plus a sidewalk, easements and additional ROW. Public responses – we did not have any written responses to the advertising and sign posting.

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

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 21-395, is compatible with the adjacent future land use designations of Lake County Rural Transition, Lake County Urban Low Density.

3. The proposed request as conditioned in City of Leesburg Case number PUD 21-395, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County R-1 (Rural Residential District), and Lake County CFD (Community Facility District).

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 Rural Transition to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Chairman Bowersox stated if anyone in audience that wants to speak on the case or any representative of the project.

Jason Gray Robinson, at 301 East Pine Street, Orlando, Florida stated we concur with the Staff report and recommendations on both agenda items, and stated Geoff Summitt the project engineer; and applicant, one item regarding setbacks; clarification on the setbacks for the project; in full agreement and will be happy to answers any questions. Dan Miller stated for the record we had a typo request for the 5' side setbacks and 10' between the buildings; wrong numbers in there. Chairman Bowersox stated 15' combined; Dan Miller replied in this PUD (Planned Unit Development) 5' on each side; last of the 50' lots that we had in process.

Chairman Bowersox stated if the Commission have any questions of the applicant or his representative.

Commissioners, and Mr. Miller discussed the proposed site, density; 4 units per acre, typical lot size; Dan Miller replied 2.83 units per acre; typical lot size; 50x120, Leesburg estate residential; Dan Miller replied estate residential will be the future land use; lowest density future land use category that the City has; allows up to 4.2 per acre; this particular development was 2.83 units per acre.

Geoff Summitt of Summitt Engineering 3667 Simonton Place Lake Mary, Florida and stated the typical lot size is 50x120, however most of our perimeter lots are quite a bit deeper than that; will have to do a little bit of modifications to the site plan after discussion with Mr. Miller; will work on that after we get through the PUD process.

Chairman Bowersox stated if any other questions from the Commission or anyone from the audience want to ask any questions or have any concerns, entertained a motion, and then the voting took place.

Vice-Chairman Sennett made a MOTION for APPROVAL of case # SSCP-21-400 HILLS AT LEESBURG as presented – SMALL SCALE COMPREHENSIVE PLAN Commissioner Haliday SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Chairman Bowersox called for the second case under new business be brought forward.

2) **PUBLIC HEARING CASE # PUD-21-395 – HILLS AT LEESBURG – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 41.69 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), TO ALLOW FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 14, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 28, 2022)** (Hills @ Leesburg)

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

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 21-395, is compatible with the adjacent future land use designations of Lake County Rural Transition,

and Lake County Urban Low Density.

3. The proposed request as conditioned in City of Leesburg Case number PUD 21-395, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County R-1 (Rural Residential District), and Lake County CFD (Community Facility District).

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 rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner O'Kelley made a MOTION for APPROVAL of case # PUD-21-395 – HILLS AT LEESGURG – PLANNED UNIT DEVELOPMENT Vice-Chairman Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Chairman Bowersox called for the third case under new business be brought forward.

3) PUBLIC HEARING CASE # PUD-21-405 – WINDY OAKS – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 37.6 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), TO ALLOW FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED NORTH OF COUNTY ROAD 48 AND WEST OF SOUTH QUARTERS ROAD, AS LEGALLY DESCRIBED IN SECTION 15, 21, AND 22 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 14, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 28, 2022)** (Windy Oaks {formerly Windy Hills})

Dan Miller introduced case number #PUD–21-405 – Windy Oaks – Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, requests, proposal, and then went over the PUD (Planned Unit Development). Dan Miller stated that in sending the draft copy to the applicant, there were a number of typos found, and Staff would like to correct those back at the office, none were substantive, mostly grammatical errors, such as stating the wrong road or mistyping a Code Section number and we would like to work with the applicant to make those changes; quoted Section on landscaping; 25.337, but correct number is 25.327.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different departments for review, there were no significant or substantive comments; School Board indicated that this project will require school concurrency review and possible a proportionate share mitigation agreement. Lake County Public Works will require road improvements such as turn lanes on CR 48 and South Quarters Road, along with lane widening, easements, and Right-of-Way. Public responses – Public responses – we did not have any written feedback to the advertising and sign posting.

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

1. The proposed request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) as conditioned, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), and City of Leesburg PUD (Planned Unit Development) and M-1 (Industrial).

2. The proposed conditions of the attached PUD (Planned Unit Development) zoning are compatible with the existing Future Land Use designation of Neighborhood Mixed Use and the surrounding Future Land Use designations of Industrial, Neighborhood Mixed Use, and Lake County Urban Low Density.

3. The proposed zoning 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 proposed rezoning from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) with revised conditions and forward this recommendation to the City Commission for consideration.

Commissioners, and Mr. Miller discussed average lot size, side setbacks, 1800' square feet under heat and air; Dan Miller replied that's correct, fire code; Dan Miller replied 10', expressed concern; front setbacks; Dan Miller replied because it's the same as previous PUD; no objection, but prefer the 25 and 20; then you don't have to use that 20 for the porch; in previous PUD; approved; no objection, keep side/rear and not adjust it with the front; Dan Miller replied these are minimum so if you wanted to have the house further back that would be fine, different design, you can put the house at 25; still have garage even with the house, footprints; facades, wetland/improved lake; Dan Miller stated no wetlands there; creating the ponds, creating some water, Chairman Bowersox agree with what the applicant is saying; parking your vehicle; most homes; two vehicles and at 20'; issue, cut back yard; add more space to front yard; any concerns; taking 5' from back yard; put in front yard; Dan Miller stated the front will be 25' and make rear 15'; amend front setbacks, as stated; Dan Miller replied that's correct we will eliminate that line about garage setbacks; straight 25' so it can go all the way across; move rear from 18' to 15'; two car garage; Dan Miller replied that's correct, City Commission makes final decision, and stated for the record the tentative dates for Commission meeting.

Kathy Hattaway with Poulos & Bennett 2602 East Livingston Street Orlando, FL stated we have done a number of projects in the City of Leesburg and certainly enjoy working with Staff; points raised in previous application; page three under development standards; previous approved PUD that expired, lot sizes; same size; SF detached homes, approved previously; former PUD, front setbacks and porch garage setbacks; 20' very important; understand priority to the City, 20' enough length to park a car; in front of the garage; not encroach onto sidewalk, sidewalks on both side of the streets; community, front façade setbacks; 25' request front façade; allowed 20; same as the garage, line of front façade with the garage, same comment previously mentioned in Section 2.B minimum structure; 15'; 5' setbacks; on each side; 10' average lot width 50x20, and side setbacks; 5x5, 10' feet between homes; 1800' square feet under heat/air, provided elevations, no wetlands on this site and no lakes, environmental assessment; provided with submittal, create stormwater ponds to support the development; will be constructing, setting garage back further, not clear on front setback, clarified; that will be fine to amend front yard setback, but that don't change the garage setback; clarified by Dan Miller.

Chairman Bowersox stated any other questions of the applicant or any comments from the audience.

Danny Watson live on South Quarters Road; next to Lasher; property connects together stated zoned before and a lot of changes; previous company; block off South Quarters Road; gated community, build both sides up; applicant has just one side; Dan Miller stated this plan envision only on the West side; before they had both sides; build homes; both sides, block off South Quarters Road; Dan Miller replied we don't want to see South Quarters blocked, road modifications on South Quarters Road; Dan Miller replied because these roads are County roads; any improvements; deceleration/turn lanes, required by County; corresponding with the County; Dan Miller replied already in discussion with the County,

we send plans to the County; before approved; County comments; will the County need more ROW; Dan Miller replied only on the South side of Quarters Road; applicant property; not yours, dealing with two people County/City, Ordinances; works; Dan Miller replied you are welcome to come to our office; for discussion and larger plans/scale; wetlands; water there when moved there; once wetlands, water in my back door; lily pads; water table drying up; everything drying up now; if project approved; effect, increase/decrease property value.

Chairman Bowersox stated any discussion from the Commission or any comments from in anyone in the audience, entertained a motion, and then the voting took place.

Commissioner Haliday made a MOTION for APPROVAL of case # PUD-21-405 – WINDY OAKS as amended – PLANNED UNIT DEVELOPMENT Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Chairman Bowersox called for the fourth case under new business be brought forward.

4) **PUBLIC HEARING CASE # SSCP-21-413 – LEESBURG C-STORE AND GAS STATION – SMALL SCALE COMPREHENSIVE PLAN**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 3.95 +/- ACRES, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND EAST OF COUNTY ROAD 33, AS LEGALLY DESCRIBED IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 14, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 28, 2022)** (Leesburg C-Store and Gas Station)

Dan Miller asked Chairman Bowersox for permission to discuss these two cases together for discussion purposes.

Dan Miller introduced case number #SSCP–21-413 – Leesburg C-Store and Gas Station – Small Scale Comprehensive Plan and case number #RZ-21-414 Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, proposal, and summary.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different departments for review, there were no significant or substantive comments, or Lake County Public Works, and being that it's commercial; not sent to the School Board; Public responses – in response the advertising, signs and surrounding property owner letters, received two disapprovals citing traffic concerns, and one approval with a comment about ensuring that future development or widening of US 27 and CR 33 would not be negatively impacted; lighting concern; request and work with Mr. Green to ensure that the lighting is appropriate; pointed inward; affect future widening of US 27 and CR 33; County or State; not concerned about this project.

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

1. The proposed request for commercial Future Land Use is appropriately located and compatible with the current surrounding Future Land Use Designations of Lake County Urban Low Density and Urban Medium Density.

2. The proposed request will allow commercial development for the property that is consistent with the ongoing development patterns along the U.S. Highway 27 commercial corridor.

3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and contiguity to U.S. Highway 27 on the east and County Road 33 on the west property boundary.

Action Requested:

1. Vote to approve staff's recommendation to amend the Future Land Use Map from Lake County Urban Medium Density to City of Leesburg General Commercial, and forward to the City Commission for consideration.

   Herb Green from Kissimmee representing the project stated he has nothing more to add, answer any questions you may have; ask for approval of this project.

   Chairman Bowersox stated if Commission have any questions from the applicant or anyone comments from the audience, closes discussion, entertained a motion, and then the voting took place.

   Commissioner Sanders stated will there be an entrance from CR 33 and US 27; Herb Green replied yes sir and kind of works out nicely that way. Chairman Bowersox stated he so surprised it hasn't been done years ago; definitely improvement; coming in from the south end of Leesburg.

Vice-Chairman Sennett made a MOTION for APPROVAL of case # SSCP-21-413 LEESBURG C-STORE AND GAS STATION as presented – SMALL SCALE COMPREHENSIVE PLAN Commissioner O'Kelley SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Chairman Bowersox called for the fifth case under new business be brought forward.

5) **PUBLIC HEARING CASE # RZ-21-414 – LEESBURG C-STORE AND GAS STATION – REZONING**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 3.95 +/- ACRES FROM LAKE COUNTY RMRP (MOBILE HOME RENTAL PARK DISTRICT) AND LAKE COUNTY CP (PLANNED COMMERCIAL DISTRICT) TO CITY OF LEESBURG C-3 (HIGHWAY COMMERCIAL) TO ALLOW FOR COMMERCIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND EAST OF COUNTY ROAD 33, AS LEGALLY DESCRIBED IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 14, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 28, 2022)** (Leesburg C-Store and Gas Station)

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

1. The proposed request is compatible with the current surrounding zoning districts of Lake County C-1 (Neighborhood Commercial); RM (Mixed Home Residential); RMRP (Mobile Home Rental Park District); and C-1 (Neighborhood Commercial).

2. The proposed request will allow commercial development for the property that is consistent with the ongoing development patterns along the U.S. Highway 27 commercial corridor.

3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and contiguity to U.S. Highway 27 on the east and County Road 33 on the west property boundary.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County RMRP (Mobile Home Rental Park District); and Lake County CP (Planned Commercial District) to C-3 (Highway Commercial) and forward to the City Commission for consideration.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner O'Kelley made a MOTION for APPROVAL of case # RZ-21-414 LEESBURG C-STORE AND GAS STATION as presented – REZONING Vice-Chairman Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

DISCUSSION

None

ANNOUNCEMENTS

Dan Miller stated he would like to welcome Loren Vasquez with McLin Burnsed as our Interim City Attorney very pleased to have him; thank him for being here and look forward to working with him in the future; glad you are here. Dan Miller announced the death of the late Fred Morrison and reflected on his life, work ethic, broad band of knowledge, professional demeanor; key to Staff and the Commission; and he worked with him for six years, he was a pillar of strength, dignity and knowledge both professionally and personally; he served as the City Attorney for 35 or 40 years; began in the 1908's; he will be missed. Chairman Bowersox stated it's been a tough one for everyone of us here and we are going to miss him dearly.

ADJOURNMENT

Approximately 5:21 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: October 10, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, amending the conditions of a PUD (Planned Unit Development) to revise the buffer requirements and allow for bungalows and cottage sites on a property generally located north of U.S. Highway 441 and east of Pemble Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Blue Gill Marina)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to amending the conditions of a PUD (Planned Unit Development) to revise the buffer requirements and allow for bungalows and cottage sites.

Analysis:
The project site is approximately 29.01 +/- acres, and is generally located north of U.S. Highway 441 and east of Pemble Road as shown on the attached maps. At this time, the property is mostly vacant with some abandoned buildings. The proposal will allow for bungalows and cottage sites on the property. The existing land uses surrounding the property are single family residential, Lake Griffin, commercial, government, public lands, and residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on September 8, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the amendment to the PUD (Planned Unit Development) zoning to allow for bungalows and cottage sites; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CONDITIONS OF A PUD (PLANNED UNIT DEVELOPMENT) TO REVISE THE BUFFER REQUIREMENTS AND ALLOW FOR BUNGALOWS AND COTTAGE SITES ON A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441 AND EAST OF PEMBLE ROAD, LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BLUE GILL MARINA)

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

Section 1.

Based upon the petition of Leesburg Lakefront RV Park, LCL, (Enon Winkler, Agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby amended to amend the existing PUD zoning as shown in Exhibit B, to revise the buffer requirements and allow for bungalows and cottage sites, to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 10th day of October 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION: (OWNER: C C & B PROPERTIES)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FILE NO., 20-9618, COMMITMENT NO.: 965599, COMMITMENT DATE; DECEMBER 8, 2020.

PARCEL 1: (ALTERNATE KEY 1182964)
THE EAST 200 FEET OF WEST 1/2 OF GOVERNMENT LOT 4 NORTH OF A.C.L. RAILROAD IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

and

PARCEL 2: (ALTERNATE KEY 1182956)
BEGINNING 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, RUN SOUTH TO HIGHWAY 441, THENCE SOUTHWESTERLY ALONG SAID HIGHWAY TO A POINT 640 FEET WEST OF THE EAST LINE OF GOVERNMENT LOT 4, WEST TO THE LAKE, NORTHEASTERLY ALONG SAID LAKE TO A POINT 200 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT LOT 5, THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING. ALSO, THE WEST 20 FEET OF THE EAST 1/2 OF GOVERNMENT LOT 4 NORTH OF THE RIGHT-OF-WAY FOR A.C.L. RAILROAD. LESS AND EXCEPT THE FORMER RIGHT-OF-WAY OF THE A.C.L. RAILROAD.

UNDERLINED IS A SCRIVENER'S ERROR - SHOULD READ 'NORTH'

LEGAL DESCRIPTION: (OWNER: JAMES TILQUIST - ORB 5509, PG 1885)

ALTERNATE KEY 1703654

PARCEL 1:
THAT PART OF GOVERNMENT LOT 3, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5 OF SAID SECTION, RUN THENCE NORTH 20 DEGREES WEST TO THE OPEN WATERS OF LAKE GRIFFIN. BEGIN AGAIN AT THE POINT OF BEGINNING, RUN WEST 200 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION; RUN THENCE NORTH 31 DEGREES 50 MINUTES WEST TO THE OPEN WATERS OF LAKE GRIFFIN; THENCE RUN NORTHEASTERLY ALONG THE WATERS OF SAID LAKE GRIFFIN TO INTERSECT THE FIRST LINE.

PARCEL 2:
BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 999.1 FEET, THENCE NORTHEASTERLY PARALLEL TO STATE HIGHWAY TO A POINT ON CANAL 870 FEET SOUTH 58 DEGREES 15 MINUTES WEST FROM THE NORTHEAST CORNER OF GOVERNMENT LOT 5, THENCE NORTHWESTERLY ALONG CANAL TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN WEST TO THE POINT OF BEGINNING, LESS THAT PART THEREOF LYING SOUTH AND EAST OF PUBLIC ROAD, U.S. HIGHWAY 441, AND ALSO LESS AND EXCEPT THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILROAD (ABANDONED).

PARCEL 3:
BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN THENCE WEST 200 FEET, THENCE SOUTHEASTERLY TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 5 THAT IS 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5, SAID POINT ALSO BEING LOCATED ON THE NORTHERLY RIGHT OF WAY OF A.C.L. RAILROAD; THENCE NORTH 322.32 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (ALTERNATE KEY 1801737) (OWNER: WINSTON AND AMBER SHELLEY - ORB 2234, PG 20)

BEGIN ON THE WEST LINE OF GOVERNMENT LOT 4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST ON NORTHERLY RIGHT OF WAY OF ABANDONED SCLRR, RUN NORTH ALONG THE WEST LINE OF GOVERNMENT LOT 4 A DISTANCE OF 40 FEET, THENCE EASTERLY PARALLEL TO THE NORTHERLY RIGHT OF WAY LINE OF ABANDONED SCLRR TO A POINT 20 FEET EAST OF WEST LINE OF GOVERNMENT LOT 4, THENCE NORTH 20 FEET EAST OF AND PARALLEL TO THE WEST LINE OF GOVERNMENT LOT 4 TO A POINT 2,802.83 FEET NORTH OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 4, THENCE EAST TO A POINT 460 FEET EAST OF THE WEST LINE OF GOVERNMENT LOT 4, THENCE SOUTH TO RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 200 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF GOVERNMENT LOT 4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, BEING A STRIP OF LAND 20 FEET WIDE LYING ADJACENT TO AND WITHIN 20 FEET EAST OF WHEN MEASURED AT RIGHT ANGLES THERETO, THE FOLLOWING DESCRIBED LINE: BEGIN AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE FORMER SEABOARD COASTLINE RAILROAD THAT INTERSECTS THE WEST LINE OF GOVERNMENT LOT 4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA AND RUN NORTH ALONG SAID WEST LINE OF GOVERNMENT LOT 4 TO A POINT WHICH IS 2,842.83 FEET NORTH OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA AND THE END OF THIS LINE.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE 43 FOOT WIDE RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD LYING IN THE EAST 50 FEET OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, AND, THAT PART OF THE 75 FOOT WIDE RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD LYING IN THE WEST 66 FEET OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, AS GRANTED IN PRIVATE ROADWAY EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1415, PAGE 535, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

HARBOR VIEW RV PARK
PLANNED UNIT DEVELOPMENT CONDITIONS
August 18, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Leesburg Lakefront RV Park, LLC (**5 BROAD ST TITUSVILLE, FL 32796, **Petitioner),** "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting approval for a proposed Planned Unit Development (PUD) zoning district to allow future construction of a proposed "upscale" recreational vehicle and glamping park, consisting of a maximum of 250 Recreational Sites (as hereinafter defined), plus accessory uses, on approximately 29.01 acres, generally located north of U.S. Highway 441 and west of County Road 44, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Leesburg Lakefront RV Park, LLC, as owner** , to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

See attached Exhibit B, Legal Description.

3. **LAND USE**

The above-described property, containing approximately 29.01 acres, shall be used for Master Park Plan recreational vehicle development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Motor homes
2. Travel trailers (pulled by a vehicle)
3. Cottages (under 1,000 square foot stick-built structures), examples of which are shown on Exhibit C attached hereto
4. Glamping, as shown on Exhibit D attached hereto (glamping, together with "cottages", "travel trailers" and "motor homes" are collectively referred to as "Recreational Sites")
5. Dry boat storage
6. Restaurant with alcohol sales
7. Ancillary retail to serve primary residential uses, including food and beverage sales (which sales may include alcohol)
8. Office
9. Clubhouse
10. Accessory retail within intended for the primary use of residents.
11. Temporary modular sales center office (to be opened during construction and will be removed within thirty (30) days of final CO issuance), and a construction office which can remain open one (1) year from the approval of the final plat of the final phase for the subdivision; provided, however, such temporary modular sales center offices and construction offices may open immediately following approval of this PUD.

B. Prohibited Uses

1. Modular homes
2. Manufactured homes
3. "Park Model" homes
4. Enclosed garages
5. Decks/screen rooms
6. Tent camping, which shall not include "glamping" as permitted herein.
7. Sheds, shade structure tents or other storage type structures
8. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

C. Accessory Uses

1. Club house
2. Marina, which may include selling, leasing or rental of covered or uncovered boat slips or dock space, dry storage space, boats and boat motors, marine fuel and lubricants, bait and fishing equipment, repair and maintenance of boats and boat motor, and small boat hauling or launching facilities
3. Laundromat/Restrooms/Showers
4. Boat ramps, docks, boardwalks
5. Recreational amenities, such as swimming pools, miniature golf, walkways, trails, basketball, tennis, pickleball, shuffleboard courts, dog parks, etc.

4. RESIDENCY

A. Residency is intended to of be a non-permanent (transient) nature. No permanent residency shall be permitted or otherwise established for the property.

B. No recreational vehicle parked on this site shall be allowed to remain on site for more than six (6) continuous months at a time, or installed on a permanent or semi-permanent basis such as removal of wheels or installation of tie-downs.

5. DEVELOPMENT STANDARDS

A. The petitioner shall develop a Master Park Plan, showing all RV pads, community amenities recreation areas, parking, drainage, landscaping, boat storage and all other uses within the park, which shall be reviewed under the Site Plan Review process and standards of the City of Leesburg.

B. This Master Park Plan shall contain a maximum of 250 Recreational Sites, as shown on **Exhibit E, PUD Plan,** and shall be revised to meet the requirements of this agreement.

C. As part of the Master Park Plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions as set forth herein.

D. Roadways within the park shall be paved with concrete, asphalt or pavers.

E. Each RV space shall be constructed of concrete.

1. Each RV space shall contain:
2. Direct connection to city electric service
3. Direct connection to city water service
4. Direct connection to city wastewater.
5. A minimum of one automobile parking space
6. A minimum of one garbage receptacle per every ~~fifty~~ ten Recreational Sites
7. A minimum of one picnic table, or outdoor patio and furniture options substantially similar to those shown on Exhibit F attached hereto.

6. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings lying along the exterior boundaries of the property shall be required to meet the standards of Section 25-360, *Commercial architectural design standards,* City of Leesburg, Code of Ordinances.

B. Other similar design variations meeting the intent of this section may be approved by the Planning & Zoning Manager or designee.

C. The architectural styles and facades shall be reviewed by staff prior to submission of the site plan, and shall meet the criteria stated herein.

7. LANDSCAPING, BUFFER & OPEN SPACE REQURIEMENTS

A. A minimum thirty (30) foot separate buffer tract with plantings as shown in Figure A below, shall be provided along the western boundary of the subject property. In addition, minimum thirty (30) foot separate buffer tract shall be installed along the southern property line, north of and parallel to the power easement. In addition to the thirty (30) foot buffer on the western boundary, a four (4) foot berm shall be established near the existing property line, upon which the fence noted below shall be constructed.

B. A six (6) foot high privacy fence shall be provided along the western and southern boundary lines of the park. This fence shall be constructed of PVC, or other such synthetic material that creates an opaque barrier between the subject property and adjacent lands in those locations. This fence shall be constructed on or within the property lines, leaving the required buffers for landscaping as required herein.

C. The area of the parcels identified as Lake County Alternate key 1182956 and 1703654, lying between U.S. 441 and the power line easement, shall be landscaped as follows:

1. Canopy trees…….six inches caliper, 2 per 100 linear feet.
2. Understory Trees……..four-inch caliper, 3 per 100 linear feet
3. Shrubs……...as seen in Figure A
4. Groundcover…….as seen in Figure A

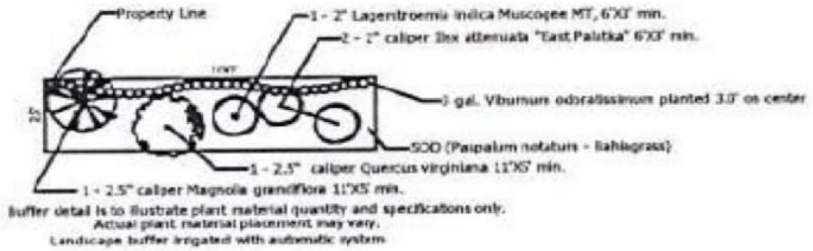
D. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

E. Where not otherwise required herein, all landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



100 Feet of
Typical 25' Landscape Buffer

F. Minimum open space allowance for the site shall be 30% which may consist of wetlands, stormwater ponds, recreational areas and common areas.

G. Variations to the Landscape, Open Space and Buffer requirements of this agreement may be approved by the Community Development 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.

H. 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) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor

8. SITE ACCESS AND SIGNAGE

A. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County and FDOT approval. Actual location and design of the roadways shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.

1) Adequate right of way along the access point shall be required to ensure adequate roadway paving and access.
2) Prior to completion of the design plans, the developer shall work with the Lake County Department of Public Works and FDOT 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.

C. The access point(s) 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 the ground enclosure support and bases of entry signage may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

9. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.

B. A traffic/transportation study, ~~if required,~~ shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.

G. Sidewalks shall be provided on both sides of the entrance road and shall provide cross connections to the entrances of all recreation and residential areas. ~~No sidewalks shall be constructed in portions of the Property dedicated solely to the RV sites~~. All other

internal road rights-of-ways shall have sidewalks as shown on Exhibit E attached hereto. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

10. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

11. 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 owner's association is an acceptable maintenance entity.

D. The existing 100-year flood plain shown shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

12. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of twenty-five (25) feet from any wetland jurisdiction boundary, or as determined by the appropriate jurisdictional agency.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in

accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. If there are currently FEMA flood zones located on the parcel, 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.

13. IRRIGATION & WATER USEAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

14. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit, or 1.5 total acres whichever is greater and, shall comply with Exhibit __ attached hereto.

B. Recreational requirements shall include at least one primary active recreation area, to include a swimming pool and cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first 150 residential lots.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:

1) Trails, playgrounds, basketball, tennis, handball courts, etc.
2) Community swimming pool, including the deck area surrounding such pools.
3) Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4) Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

15. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, any 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.

16. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. The terms of this PUD (Planned Unit Development) zoning agreement shall be substantially implemented within one hundred twenty (120) months. If the terms of this agreement have not been substantially implemented within this time period, this PUD shall expire of its own accord, without further action by the City, and the City shall initiate the public hearing process to rezone the property to its prior classification, or if that classification is no longer available, the closest available zoning classification. In the interim, after this PUD expires but prior to completion of the rezoning to prior classification, no applications for the use of, or construction of improvements on, the property shall be accepted.

C. Satisfaction of substantial implementation shall be attained at such point as the developer has performed the following:

1) Completed and received approval from the City of Leesburg for the site plan review process for completion of one (1) phase of the approved site development plan, to include permits from regional and State of Florida agencies as required by law.
2) Substantially commenced construction on the site (which shall require vertical construction, not just site work).

17. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the 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.

F. The requirements and conditions of this PUD may be enforced either through the standard Code Enforcement process outlined in the Code of Ordinances, by initiation of proceedings to amend or revoke this PUD for violation of its conditions, by appropriate judicial proceedings, or in any other manner permitted by law.

18. LEVELS OF SERVICE

A. Levels of Service

1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

b. If the development requires construction of new distribution or collection lines, the developer shall be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity

a. There are no previous commitments of any existing or planned excess capacity for this property.

3) Ability to Provide Services

a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION:

PARCEL 1:

THE EAST 200 FEET OF WEST 1/2 OF GOVERNMENT LOT 4 NORTH OF A.C.L. RAILROAD IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

and

PARCEL 2:

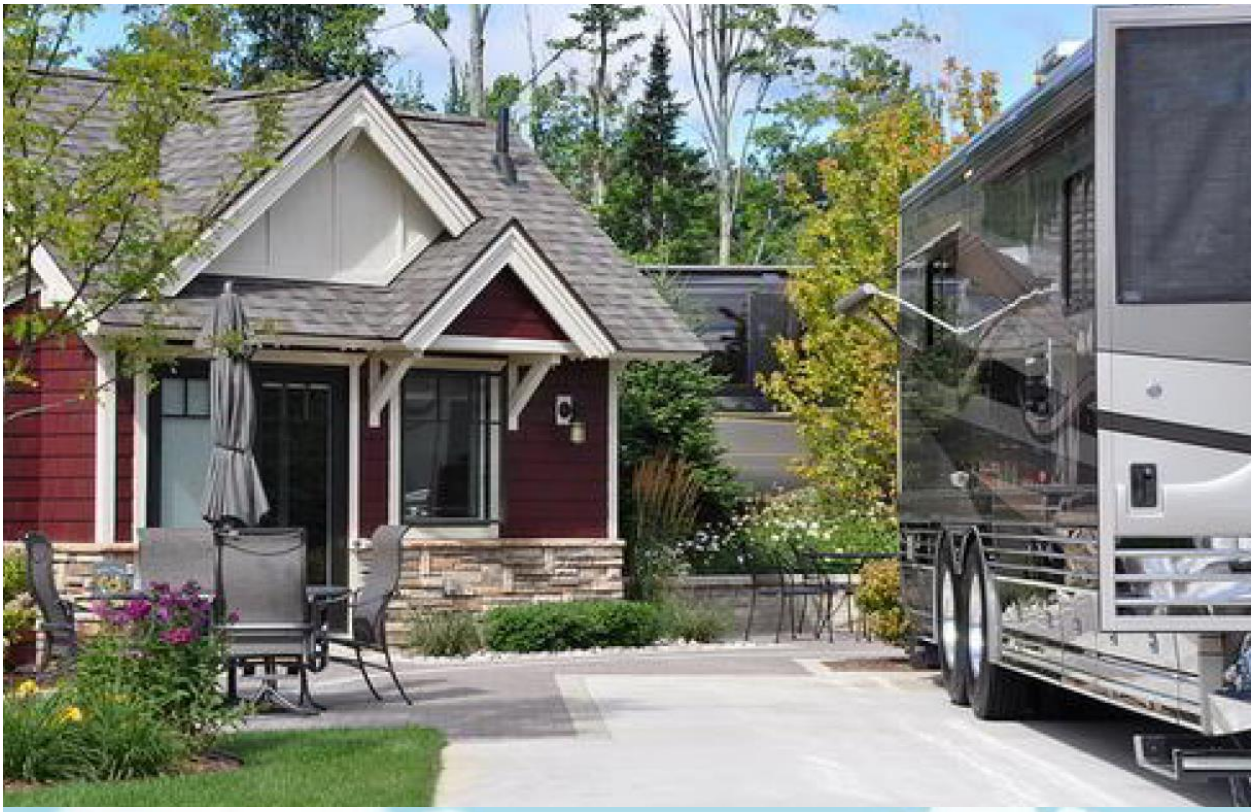
BEGINNING 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, RUN SOUTH TO HIGHWAY 441, THENCE SOUTHWESTERLY ALONG SAID HIGHWAY TO A POINT 640 FEET WEST OF THE EAST LINE OF GOVERNMENT LOT 4, WEST TO THE LAKE, NORTHEASTERLY ALONG SAID LAKE TO A POINT 200 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT LOT 5, THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING. ALSO, THE WEST 20 FEET OF THE EAST 1/2 OF GOVERNMENT LOT 4 NORTH OF THE RIGHT-OF-WAY FOR A.C.L. RAILROAD. LESS AND EXCEPT THE FORMER RIGHT-OF-WAY OF THE A.C.L. RAILROAD.

TOGETHER WITH THAT CERTAIN EASEMENT DESCRIBED AS FOLLOWS: BEING GENERALLY LOCATED IN THE NORTHEAST CORNER OF GOVERNMENT LOT 4, IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AN EASEMENT 15 FEET IN WIDTH EXTENDING ACROSS THE FORMER RAILROAD RIGHT-OF-WAY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF GOVERNMENT LOT 4, IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN SOUTH 00°27'00" WEST TO THE NORTHERLY RIGHT-OF-WAY ON US HIGHWAY 441; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY OF US HIGHWAY 441, TO A POINT THAT IS 640' WEST OF THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 00°39'25" EAST, 186' TO POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THE 15' EASEMENT SHALL COMMENCE WITH THE WEST SIDE OF THE 15' EASEMENT EXTENDING NORTH 00°39'25" EAST FROM THE SOUTH LINE OF THE FORMER RAILROAD RIGHT-OF-WAY TO THE NORTH LINE OF THE FORMER RAILROAD RIGHT-OF-WAY.

EXHIBIT C **COTTAGES**

PREVOST

PREVOST



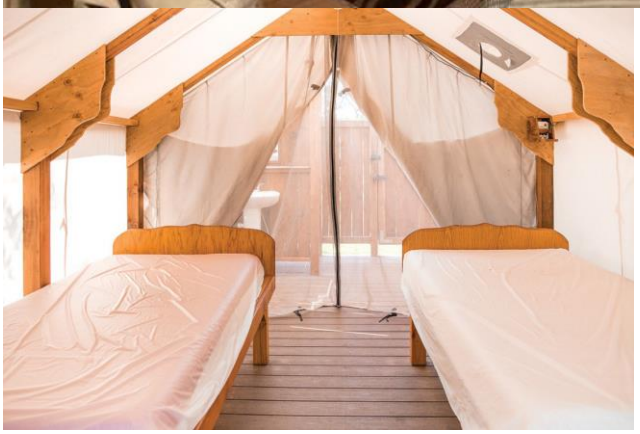


EXHIBIT E **CONCEPTUAL SITE PLAN**

DEVELOPMENT PLAN
FOR
BLUE GILL MARINA & MOTORCOACH RESORT

SITE DATA

PROPERTY LOCATION: 2210 US HIGHWAY 441
LEESBURG, FLORIDA 34748

SECTION, TOWNSHIP, RANGE: SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST

PARCEL ID No.'s (ATERNATE KEY): 20-19-25-0003-000-02300 (1801737)
20-19-25-0003-000-02301 (1182964)
20-19-25-0003-000-02100 (1182956)
20-19-25-0003-000-02000 (1703654)

FUTURE LAND USE: GENERAL COMMERCIAL

EXISTING ZONING: PUD
PROPOSED ZONING: PUD
EXISTING USE: VACANT
PROPOSED USE: UPSCALE RECREATIONAL VEHICLE PARK & MARINA

OVERALL SITE AREA: ±28.68 ACRES (1,249,301 S.F.)

PROPOSED IMPERVIOUS AREA	
EXISTING BUILDING (FOOTPRINT)	1,230 S.F.
PROPOSED BUILDINGS (FOOTPRINT)	51,046 S.F.
PARKING LOT, CURBS, SIDEWALK, RV PADS, PATIOS ETC.	589,477 S.F.
TOTAL	641,753 S.F.
PROPOSED PERVIOUS AREA	439,820 S.F.
SURFACE WATER AREA (CANALS, POND & LAKE)	167,728 S.F.
REQUIRED OPEN SPACE	374,790 S.F. (30%)
OPEN SPACE PROVIDED	634,305 S.F. (50.77%)

VICINITY MAP

OWNER/APPLICANT:
LEESBURG LAKEFRONT RV PARK LLC
23 E BROAD STREET
TITUSVILLE, FLORIDA 32796
CONTACT: ENON WINKLER
PH: (407) 900-9986
EMAIL: enon.winkler@otherstreet.com

ENGINEER:
HUDAK ENGINEERING, INC.
1344 HARDY AVENUE
ORLANDO, FL 32803
CONTACT: GREG HUDAK, PE
PH: (407) 492-6833
EMAIL: ghudak@hudakengineering.com

LANDSCAPE ARCHITECT:
LANDSCAPE DYNAMICS, INC.
PO BOX 2852
WINTER PARK, FLORIDA 32790-2852
CONTACT: RANDY BUCHANAN, RLA
PH: (407) 579-1811
EMAIL: randy@landscapedynamics.com

SURVEYOR:
BESH HALFF
902 NORTH SINCLAIR AVENUE
TAVERES, FLORIDA 32778
CONTACT: JOHN T. McGLOHORN, PSM
PH: (352) 343-8481

SHEET LIST TABLE

SHEET No.	SHEET TITLE
1	COVER SHEET
2	SITE DEVELOPMENT PLAN
*	BOUNDARY SURVEY
*	TOPOGRAPHIC AND TREE LOCATION SURVEY

* ATTACHED

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REVISIONS:
DATE

DRAWN BY SML
DESIGN BY GDH
CHECKED BY GDH
APPROVED BY GDH

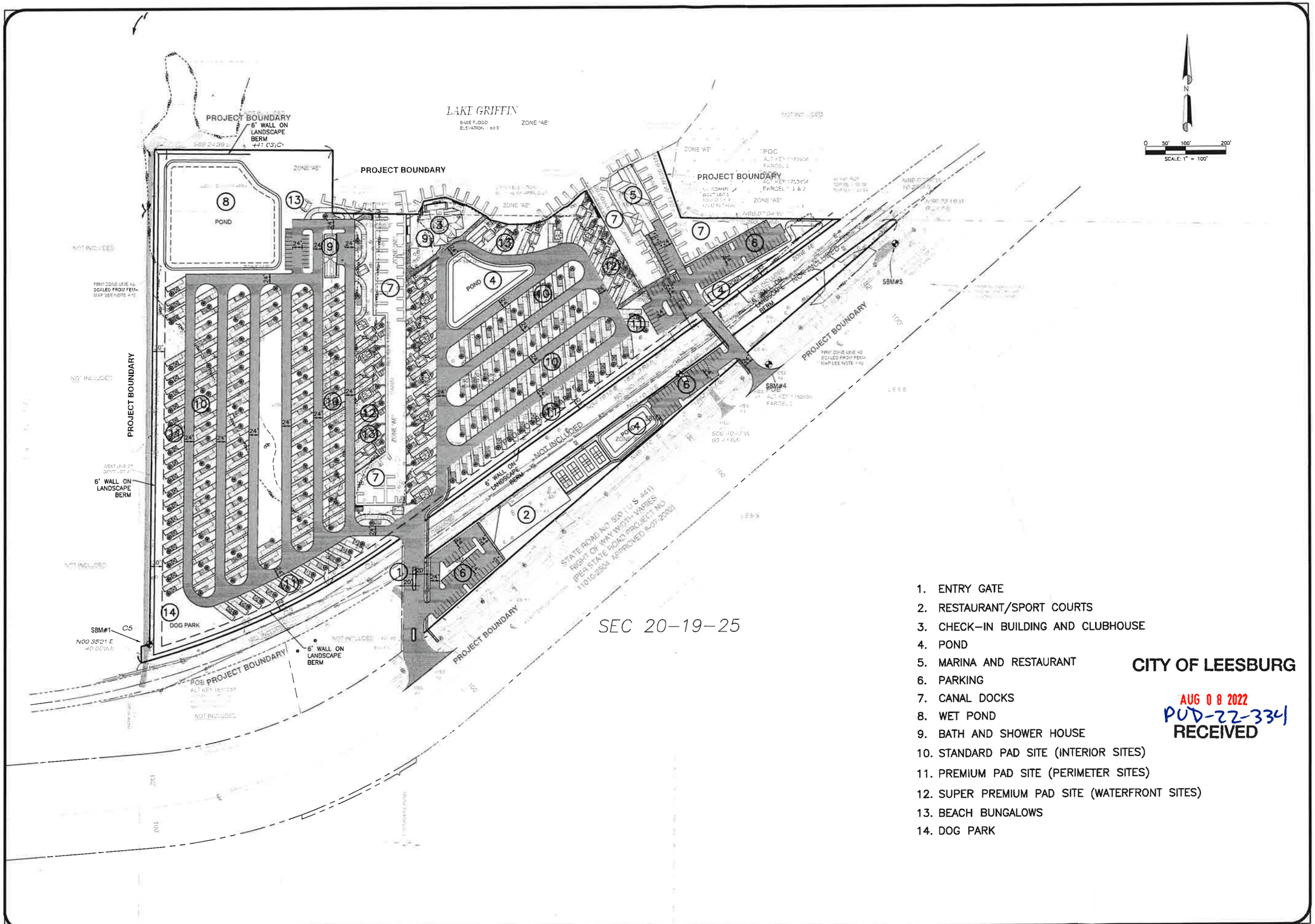
GREG HUDAK PE # 54694

BLUE GILL MARINA & MOTORCOACH RESORT
CITY OF LEESBURG, FLORIDA

HUDAK ENGINEERING, INC.
CIVIL ENGINEERING & LAND DEVELOPMENT DESIGN SERVICES
CERTIFICATE OF AUTHORIZATION #9388
1344 HARDY AVENUE, ORLANDO, FL 32803
PHONE: (407) 492-6833
EMAIL: ghudak@hudakengineering.com

DATE: JULY 2022

SHEET NO.
C-1
1 of 2



1. ENTRY GATE
2. RESTAURANT/SPORT COURTS
3. CHECK-IN BUILDING AND CLUBHOUSE
4. POND
5. MARINA AND RESTAURANT
6. PARKING
7. CANAL DOCKS
8. WET POND
9. BATH AND SHOWER HOUSE
10. STANDARD PAD SITE (INTERIOR SITES)
11. PREMIUM PAD SITE (PERIMETER SITES)
12. SUPER PREMIUM PAD SITE (WATERFRONT SITES)
13. BEACH BUNGALOWS
14. DOG PARK

CITY OF LEESBURG

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REVISIONS:	
DATE	

DRAWN BY	SML
DESIGN BY	GDH
CHECKED BY	GDH
APPROVED BY	GDH

GREG HUDAK PE # 54684

BLUE GILL MARINA & MOTORCOACH RESORT

CITY OF LEESBURG, FLORIDA

HUDAK ENGINEERING, INC.
CIVIL ENGINEERING & LAND DEVELOPMENT DESIGN SERVICES
CERTIFICATE OF AUTHORIZATION #9388
1344 HARDY AVENUE, ORLANDO FL 32803
PHONE: (407) 422-4853
EMAIL: ghudak@hudakengineering.com

DATE: JULY 2022

SHEET NO. C-2
2 of 2

BOUNDARY SURVEY

VICINITY MAP
SCALE: 1" = 500'

LEGAL DESCRIPTION: (OWNER: C C & B PROPERTIES)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FILE NO. 20-9616 COMMITMENT NO. 985599
COMMITMENT DATE DECEMBER 8, 2020

PARCEL 1: (ALTERNATE KEY 1182954)
THE EAST 200 FEET OF WEST 1/2 OF GOVERNMENT LOT 4 NORTH OF A.C.L. RAILROAD IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

and

PARCEL 2: (ALTERNATE KEY 1182956)
BEGINNING 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, RUN SOUTH TO HIGHWAY 441, THENCE SOUTHWESTERLY ALONG SAID HIGHWAY TO A POINT 640 FEET WEST OF THE EAST LINE OF GOVERNMENT LOT 4, WEST TO THE LAKE, NORTHEASTERLY ALONG SAID LAKE TO A POINT 200 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT LOT 5, THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING. ALSO, THE WEST 20 FEET OF THE EAST 1/2 OF GOVERNMENT LOT 4 NORTH OF THE RIGHT-OF-WAY FOR A.C.L. RAILROAD, LESS AND EXCEPT THE FORMER RIGHT-OF-WAY OF THE A.C.L. RAILROAD.

UNDERLINED IS A SCRIVENER'S ERROR - SHOULD READ "NORTH"

LEGAL DESCRIPTION: (OWNER: JAMES TILQUIST - ORB 5509, PG 1885)

ALTERNATE KEY 1703654
PARCEL 1:
THAT PART OF GOVERNMENT LOT 3, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5 OF SAID SECTION, RUN THENCE NORTH 20 DEGREES WEST TO THE OPEN WATERS OF LAKE GRIFFIN, BEGIN AGAIN AT THE POINT OF BEGINNING, RUN WEST 200 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION; RUN THENCE NORTH 31 DEGREES 50 MINUTES WEST TO THE OPEN WATERS OF LAKE GRIFFIN; THENCE RUN NORTHEASTERLY ALONG THE WATERS OF SAID LAKE GRIFFIN TO INTERSECT THE FIRST LINE.

PARCEL 2:
BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 999.1 FEET, THENCE NORTHEASTERLY PARALLEL TO STATE HIGHWAY TO A POINT ON CANAL 670 FEET SOUTH 58 DEGREES 15 MINUTES WEST FROM THE NORTHEAST CORNER OF GOVERNMENT LOT 5, THENCE NORTHWESTERLY ALONG CANAL TO THE NORTH LINE OF GOVERNMENT LOT 5, THENCE RUN WEST TO THE POINT OF BEGINNING. LESS THAT PART THEREOF LYING SOUTH AND EAST OF PUBLIC ROAD, U.S. HIGHWAY 441, AND ALSO LESS AND EXCEPT THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILROAD (ABANDONED).

PARCEL 3:
BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN THENCE WEST 200 FEET, THENCE SOUTHEASTERLY TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 5 THAT IS 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5, SAID POINT ALSO BEING LOCATED ON THE NORTHERLY RIGHT OF WAY OF A.C.L. RAILROAD; THENCE NORTH 322.32 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (ALTERNATE KEY 1801737) (OWNER: WINSTON AND AMBER SHELLEY - ORB 2234, PG 20)

BEGIN ON THE WEST LINE OF GOVERNMENT LOT 4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST ON NORTHERLY RIGHT OF WAY OF ABANDONED SCLRR. RUN NORTH ALONG THE WEST LINE OF GOVERNMENT LOT 4 A DISTANCE OF 40 FEET, THENCE EASTERLY PARALLEL TO THE NORTHERLY RIGHT OF WAY LINE OF ABANDONED SCLRR TO A POINT 20 FEET EAST OF WEST LINE OF GOVERNMENT LOT 4, THENCE NORTH 20 FEET EAST OF AND PARALLEL TO THE WEST LINE OF GOVERNMENT LOT 4 TO A POINT 2,802.83 FEET NORTH OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 4, THENCE EAST TO A POINT 460 FEET EAST OF THE WEST LINE OF GOVERNMENT LOT 4, THENCE SOUTH TO RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 200 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF GOVERNMENT LOT 4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, BEING A STRIP OF LAND 20 FEET WIDE LYING ADJACENT TO AND WITHIN 20 FEET EAST OF WHEN MEASURED AT RIGHT ANGLES THERETO, THE FOLLOWING DESCRIBED LINE: BEGIN AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE FORMER SEABOARD COASTLINE RAILROAD THAT INTERSECTS THE WEST LINE OF GOVERNMENT LOT 4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA AND RUN NORTH ALONG SAID WEST LINE OF GOVERNMENT LOT 4 TO A POINT WHICH IS 2,842.83 FEET NORTH OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA AND THE END OF THIS LINE.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE 43 FOOT WIDE RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD LYING IN THE EAST 50 FEET OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA. AND, THAT PART OF THE 75 FOOT WIDE RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD LYING IN THE WEST 66 FEET OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, AS GRANTED IN PRIVATE ROADWAY EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1415, PAGE 535, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AREA TABLE - TILQUIST

PARCEL 1 (PER DESCRIPTION)	0.55± ACRES
PARCEL 2 (PER DESCRIPTION) NORTH OF RAILROAD RIGHT OF WAY	1.32± ACRES
PARCEL 2 (PER DESCRIPTION) NORTH OF NORTH RIGHT OF WAY OF STATE ROAD NO. 500 AND SOUTH OF RAILROAD RIGHT OF WAY	0.67± ACRES
PARCEL 3 (PER DESCRIPTION)	0.74± ACRES
TOTAL PARCEL AREA (PER DESCRIPTION)	3.28± ACRES
LESS CANAL/LAKE AREA	0.75± ACRES
TOTAL LAND AREA	2.53± ACRES

AREA TABLE - C C & B

PARCEL 1 (PER DESCRIPTION)	3.91± ACRES
PARCEL 2 (PER DESCRIPTION) NORTH OF RAILROAD RIGHT OF WAY	7.53± ACRES
PARCEL 2 (PER DESCRIPTION) NORTH OF NORTH RIGHT OF WAY OF STATE ROAD NO. 500 AND SOUTH OF RAILROAD RIGHT OF WAY	2.05± ACRES
TOTAL PARCEL AREA (PER DESCRIPTION)	13.49± ACRES
LESS CANAL/LAKE AREA	1.54± ACRES
TOTAL LAND AREA	11.95± ACRES

AREA TABLE - SHELLEY

TOTAL PARCEL AREA (PER DESCRIPTION)	11.91± ACRES
LESS LAKE/SWAMPY AREA	6.03± ACRES
TOTAL LAND AREA	5.88± ACRES

AREA TABLE - COMBINED

TOTAL PARCEL AREA (PER DESCRIPTIONS)	28.68± ACRES
LESS LAKE/SWAMPY AREA	8.32± ACRES
TOTAL LAND AREA	20.36± ACRES

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GENERAL NOTES:

1. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
3. THE PURPOSE OF THIS SURVEY IS TO SHOW THE BOUNDARY AND IMPROVEMENTS, IF ANY. FOR THE SUBJECT PARCELS ALTERNATE KEY 1182956 AND 1182964. SURVEY IS TO BE USED FOR FEE SIMPLE SALE OF PROPERTY.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE (801) BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND IS BASED ON NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT (EPCS'83-2011) AND REFERENCED TO THE WEST LINE OF GOVERNMENT LOT 4 IN SECTION 20-19-25 AS BEING N 00°35'31" E. ALL DISTANCES SHOWN ARE IN UNITED STATES SURVEY FEET.
5. THE POSITION OF SAID ADJOINING PROPERTIES IS APPROXIMATE. RECORDING DATA FOR ADJOINING PROPERTIES IS BASED ON INFORMATION PROVIDED BY A SEARCH OF PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
8. UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED, EXCEPT WHAT IS SHOWN HEREON.
9. ONLY THOSE UTILITIES SHOWN HEREON THAT WERE VISIBLE AT THE TIME OF THE SURVEY WERE LOCATED, UNLESS OTHERWISE NOTED. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND UTILITIES. AN ASCE QUALITY A OR B DESIGNATION WILL BE NECESSARY BEFORE ANY ON SITE WORK TAKES PLACE. CONTACT SUNSHINE ONE CALL AT 811 FOR FURTHER INFORMATION.
10. LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE FLOODPLAIN) AND ZONE "AE" (AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL FLOOD CHANCE. BASE FLOOD ELEVATION = 60.5) ACCORDING TO FLOOD INSURANCE RATE MAP. 12069C0330E. COMMUNITY PANEL NUMBER 120421, EFFECTIVE DATE: DECEMBER 18, 2012. ELEVATION BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
11. THIS SURVEY HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED, BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
12. WATER BOUNDARY IS SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND MAY OR MAY NOT REPRESENT ACTUAL LOCATION OF THE LIMIT OF TITLE.
13. THE BOUNDARY BETWEEN SOVEREIGN (STATE) OWNERSHIP AND PRIVATE UPLAND OWNERSHIP IS THE ORDINARY HIGH WATER LINE. THE ORDINARY HIGH WATER LINE WAS NOT DETERMINED OR LOCATED BY THIS COMPANY.
14. THE DIGITAL DRAWING COMPRISING THIS SURVEY WAS PREPARED WITH AUTOCAD CIVIL 3D 2019.
15. SYMBOLS SHOWN HEREON ARE NOT TO SCALE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
16. DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK. NOT THE DATE OF SIGNATURE.
17. THIS COMPANY ACCEPTS NO RESPONSIBILITY FOR THE MARKETABLE STATUS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO ANY AND/OR ALL CITY, COUNTY, STATE AND FEDERAL PLANNING AND ZONING REGULATIONS.
18. OWNERSHIP OF FENCES SHOWN HEREON, IF ANY, WAS NOT DETERMINED BY THIS SURVEY. SAID FENCES WERE LOCATED ONLY WHERE DIMENSIONED AND MAY NOT RUN STRAIGHT.
19. THIS SURVEY WAS ORDERED BY TAITER CARSON, LEESBURG LAKEFRONT RV PARK, LLC, P.O. BOX 1066, TAVARES, FLORIDA.
20. THIS SURVEY CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT ALL SHEETS

LEGEND

ABBREVIATIONS:

ACAD	AUTOCAD	LB	LICENSED BUSINESS
A.C.L.	ATLANTIC COAST LINE	MB	MAP BOOK
ALT	ALTERNATE	MES	MITERED END SECTION
(C)	CALCULATED	(M)	MEASURED
CONC.	CONCRETE	N/D	NAIL & DISK
C/B	CONCRETE BLOCK	ORB	OFFICIAL RECORDS BOOK
CM	CONCRETE MONUMENT	PG(S)	PAGE(S)
DB	DEED BOOK	(P)	PLAT
(D)	DESCRIBED	PB	PLAT BOOK
EOP	EDGE OF PAVEMENT	POB	POINT OF BEGINNING
EOW	EDGE OF WATER	POC	POINT OF COMMENCEMENT
FC	FENCE CORNER	POL	POINT ON LINE
FNC	FENCE LINE	PC	POINT OF CURVATURE
FND	FOUND	PT	POINT OF TANGENCY
FLD	FIELD	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	RCP	REINFORCED CONCRETE PIPE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	RR	RAILROAD
FIRM	FLOOD INSURANCE RATE MAP	RLS	REGISTERED LAND SURVEYOR
ID	IDENTIFICATION	ROW	RIGHT OF WAY
IP	IRON PIPE	SB2	SCHEDULE B 2 ITEM
IPC	IRON PIPE & CAP	SEC	SECTION
IR	IRON ROD	SRD	STATE ROAD DEPARTMENT
IRC	IRON ROD & CAP	(TYP.)	TYPICAL
		W/	WITH

SYMBOLS:

	CENTERLINE		SET OR FOUND IRON PIPE AS NOTED
	CONCRETE POWER POLE		SET 5/8" IRON ROD & CAP (LB7314) (UNLESS OTHERWISE NOTED)
	UTILITY POLE (WOOD)		SET 4" X4" CM (LB 7514)
	UTILITY POLE (STEEL)		SIGN
	WOOD SERVICE POLE		STUB OUT
	ELECTRIC JUNCTION BOX		FTC MANHOLE
	FOUND IRON ROD (AS NOTED)		TELEPHONE JUNCTION BOX
	FOUND OR SET NAIL AND DISC (AS NOTED)		TELEPHONE MARKER (UNDERGROUND)
	FOUND CONCRETE MONUMENT (AS NOTED)		TRANSMISSION POWER POLE
	GAS MARKER (UNDERGROUND)		WATER METER
	GUY WIRE		WELL
	LIGHT POLE OR POST		SWAMPY AREA

LINETYPES:

OVERHEAD UTILITY LINE — FENCE LINE (TYPE AS NOTED)

CERTIFIED TO:
Leesburg Lakefront RV Park LLC
Taiter Carson

JOHN T. McGLOHORN CERTIFICATE NO. 6023 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

DATE 8/23/2021
JOHN T. McGLOHORN PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6023

SHEET 1 OF 2

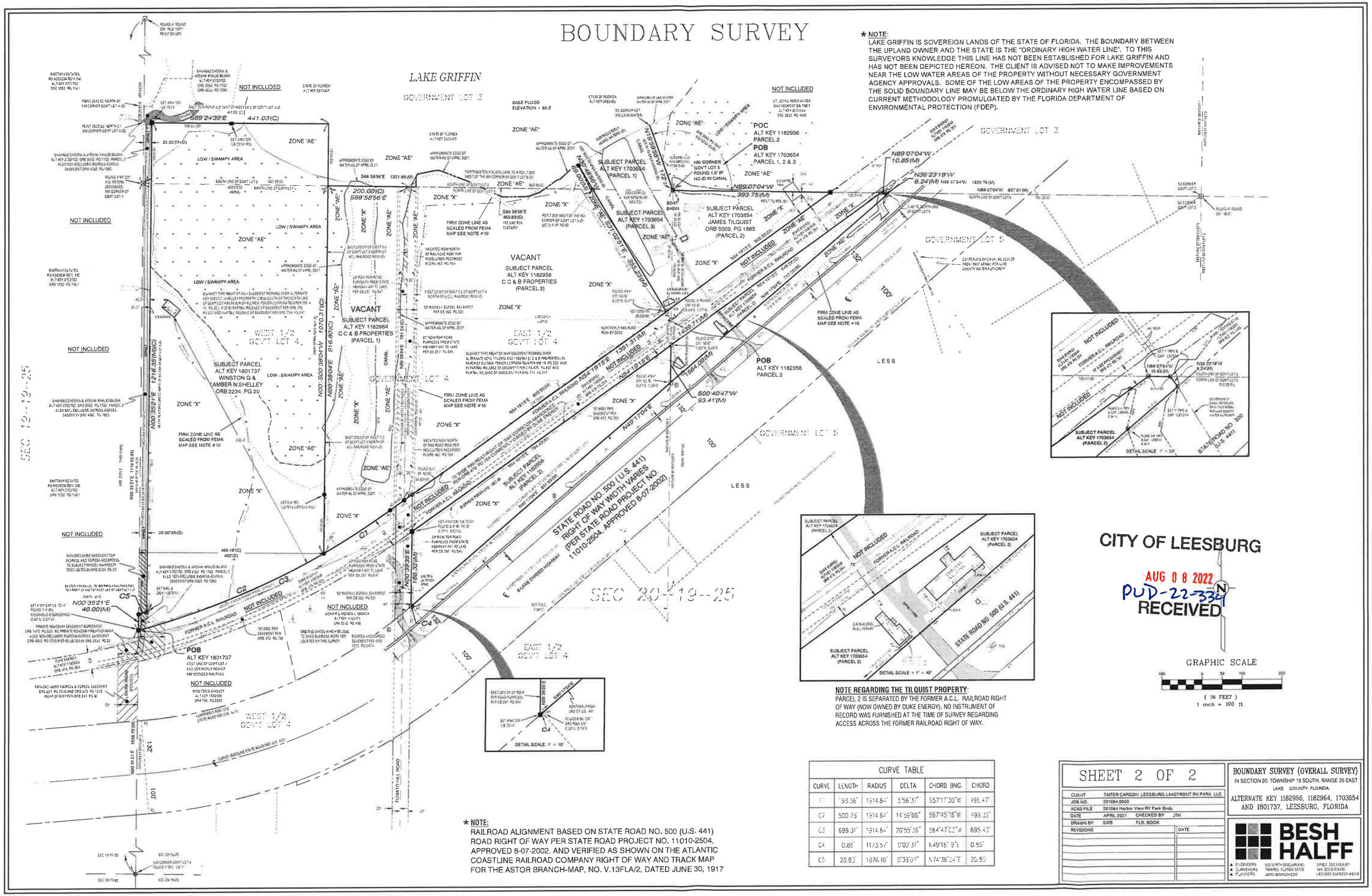
CLIENT	TAITER CARSON, LEESBURG LAKEFRONT RV PARK, LLC
JOB NO.	201084.0000
ACAD FILE	201084 Harbor View RV Park.Bndy
DATE	APRIL 2021 CHECKED BY: JTM
DRAWN BY:	SMB FLD. BOOK:
REVISIONS	DATE

BOUNDARY SURVEY (OVERALL SURVEY)
IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA.
ALTERNATE KEY 1182956, 1182964, 1703654 AND 1801737, LEESBURG, FLORIDA

BESH HALFF
▲ ENGINEERS ▲ SURVEYORS ▲ PLANNERS
902 NORTH SINCLAIR AVE. TAVARES, FLORIDA 32778
WWW.BESHHALF.COM
OFFICE 352.343.8481
FAX 352.343.8495
LICENSED BUSINESS #6548

BOUNDARY SURVEY

★ NOTE:
LAKE GRIFFIN IS SOVEREIGN LANDS OF THE STATE OF FLORIDA. THE BOUNDARY BETWEEN THE UPLAND OWNER AND THE STATE IS THE "ORDINARY HIGH WATER LINE". TO THIS SURVEYORS KNOWLEDGE THIS LINE HAS NOT BEEN ESTABLISHED FOR LAKE GRIFFIN AND HAS NOT BEEN DEPICTED HEREON. THE CLIENT IS ADVISED NOT TO MAKE IMPROVEMENTS NEAR THE LOW WATER AREAS OF THE PROPERTY WITHOUT NECESSARY GOVERNMENT AGENCY APPROVALS. SOME OF THE LOW AREAS OF THE PROPERTY ENCOMPASSED BY THE SOLID BOUNDARY LINE MAY BE BELOW THE ORDINARY HIGH WATER LINE BASED ON CURRENT METHODOLOGY PROMULGATED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).



NOTE REGARDING THE TILQUIST PROPERTY:
PARCEL 2 IS SEPARATED BY THE FORMER A.C.L. RAILROAD RIGHT OF WAY (NOW OWNED BY DUKE ENERGY). NO INSTRUMENT OF RECORD WAS FURNISHED AT THE TIME OF SURVEY REGARDING ACCESS ACROSS THE FORMER RAILROAD RIGHT OF WAY.

★ NOTE:
RAILROAD ALIGNMENT BASED ON STATE ROAD NO. 500 (U.S. 441) ROAD RIGHT OF WAY PER STATE ROAD PROJECT NO. 11010-2504, APPROVED 8-07-2002, AND VERIFIED AS SHOWN ON THE ATLANTIC COASTLINE RAILROAD COMPANY RIGHT OF WAY AND TRACK MAP FOR THE ASTOR BRANCH-MAP, NO. V.13FLA/2, DATED JUNE 30, 1917

CITY OF LEESBURG
AUG 08 2022
PUD-22-334
RECEIVED

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	193.36'	1914.64'	5°56'31"	S57°17'30"W	193.47'
C2	500.75'	1914.64'	14°59'06"	S67°45'18"W	499.32'
C3	699.31'	1914.64'	20°55'36"	S64°47'03"W	695.43'
C4	0.85'	1173.57'	0°02'51"	N49°18' 9"E	0.85'
C5	20.80'	1876.16'	0°38'07"	N74°36'24"E	20.80'

SHEET 2 OF 2

CLIENT	TAITER CARSON - LEESBURG LAKEFRONT RV PARK, LLC
JOB NO.	201084.0000
ACAD FILE	201084 Harbor View RV Park Bndy
DATE	APRIL 2021 CHECKED BY JTH
DRAWN BY	SMB FLD. BOOK
REVISIONS	DATE

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IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA.
ALTERNATE KEY 1182956, 1182964, 1703654 AND 1801737, LEESBURG, FLORIDA

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TAVARES, FLORIDA 32778
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OFFICE 352-343-8481
FAX 352-343-8486
LICENSED BUSINESS #6616

TOPOGRAPHIC AND TREE LOCATION SURVEY

CITY OF LEESBURG

AUG 08 2022
PUD-22-334
RECEIVED

VICINITY MAP
SCALE: 1" = 500'

LEGAL DESCRIPTION: (OWNER: C C & B PROPERTIES)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FILE NO. 20-9518 COMMITMENT NO. 985599 COMMITMENT DATE DECEMBER 8, 2020.

PARCEL 1: (ALTERNATE KEY 1182964)
THE EAST 200 FEET OF WEST 1/2 OF GOVERNMENT LOT 4 NORTH OF A.C.L. RAILROAD IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

and

PARCEL 2: (ALTERNATE KEY 1182956)
BEGINNING 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, RUN SOUTH TO HIGHWAY 441, THENCE SOUTHWESTERLY ALONG SAID HIGHWAY TO A POINT 640 FEET WEST OF THE EAST LINE OF GOVERNMENT LOT 4, WEST TO THE LAKE, NORTHEASTERLY ALONG SAID LAKE TO A POINT 200 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT LOT 5, THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING. ALSO, THE WEST 20 FEET OF THE EAST 1/2 OF GOVERNMENT LOT 4 NORTH OF THE RIGHT-OF-WAY FOR A.C.L. RAILROAD, LESS AND EXCEPT THE FORMER RIGHT-OF-WAY OF THE A.C.L. RAILROAD.

UNDERLINED IS A SCRIVENER'S ERROR - SHOULD READ 'NORTH'

LEGAL DESCRIPTION: (OWNER: JAMES TILQUIST - ORB 5509, PG 1885)

ALTERNATE KEY 1703654
PARCEL 1:
THAT PART OF GOVERNMENT LOT 3, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5 OF SAID SECTION, RUN THENCE NORTH 20 DEGREES WEST TO THE OPEN WATERS OF LAKE GRIFFIN. BEGIN AGAIN AT THE POINT OF BEGINNING, RUN WEST 200 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION; RUN THENCE NORTH 31 DEGREES 50 MINUTES WEST TO THE OPEN WATERS OF LAKE GRIFFIN; THENCE RUN NORTHEASTERLY ALONG THE WATERS OF SAID LAKE GRIFFIN TO INTERSECT THE FIRST LINE.

PARCEL 2:
BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 999.1 FEET, THENCE NORTHEASTERLY PARALLEL TO STATE HIGHWAY TO A POINT ON CANAL 670 FEET SOUTH 58 DEGREES 15 MINUTES WEST FROM THE NORTHEAST CORNER OF GOVERNMENT LOT 5, THENCE NORTHWESTERLY ALONG CANAL TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN WEST TO THE POINT OF BEGINNING, LESS THAT PART THEREOF LYING SOUTH AND EAST OF PUBLIC ROAD, U.S. HIGHWAY 441, AND ALSO LESS AND EXCEPT THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILROAD (ABANDONED).

PARCEL 3:
BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN THENCE WEST 200 FEET, THENCE SOUTHEASTERLY TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 5 THAT IS 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5, SAID POINT ALSO BEING LOCATED ON THE NORTHERLY RIGHT OF WAY OF A.C.L. RAILROAD; THENCE NORTH 322.32 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (ALTERNATE KEY 1801737) (OWNER: WINSTON AND AMBER SHELLEY - ORB 2234, PG 20)

BEGIN ON THE WEST LINE OF GOVERNMENT LOT 4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST ON NORTHERLY RIGHT OF WAY OF ABANDONED SCLRR, RUN NORTH ALONG THE WEST LINE OF GOVERNMENT LOT 4 A DISTANCE OF 40 FEET, THENCE EASTERLY PARALLEL TO THE NORTHERLY RIGHT OF WAY LINE OF ABANDONED SCLRR TO A POINT 20 FEET EAST OF WEST LINE OF GOVERNMENT LOT 4, THENCE NORTH 20 FEET EAST OF AND PARALLEL TO THE WEST LINE OF GOVERNMENT LOT 4 TO A POINT 2,802.83 FEET NORTH OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 4, THENCE EAST TO A POINT 460 FEET EAST OF THE WEST LINE OF GOVERNMENT LOT 4, THENCE SOUTH TO RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 200 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF GOVERNMENT LOT 4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, BEING A STRIP OF LAND 20 FEET WIDE LYING ADJACENT TO AND WITHIN 20 FEET EAST OF WHEN MEASURED AT RIGHT ANGLES THERETO, THE FOLLOWING DESCRIBED LINE: BEGIN AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE FORMER SEABOARD COASTLINE RAILROAD THAT INTERSECTS THE WEST LINE OF GOVERNMENT LOT 4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA AND RUN NORTH ALONG SAID WEST LINE OF GOVERNMENT LOT 4 TO A POINT WHICH IS 2,842.83 FEET NORTH OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA AND THE END OF THIS LINE.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE 43 FOOT WIDE RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD LYING IN THE EAST 50 FEET OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, AND, THAT PART OF THE 75 FOOT WIDE RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD LYING IN THE WEST 68 FEET OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, AS GRANTED IN PRIVATE ROADWAY EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1415, PAGE 535, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGEND

ABBREVIATIONS:

ACAD	AUTOCAD	LB	LICENSED BUSINESS
A.C.L.	ATLANTIC COAST LINE	MB	MAP BOOK
ALT	ALTERNATE	MES	MITERED END SECTION
(C)	CALCULATED	(M)	MEASURED
CONC.	CONCRETE	N/D	NAIL & DISK
CB	CATCH BASIN	ORB	OFFICIAL RECORDS BOOK
C/B	CONCRETE BLOCK	PG(S)	PAGE(S)
CM	CONCRETE MONUMENT	(P)	PLAT
DB	DEED BOOK	PB	PLAT BOOK
(D)	DESCRIBED	POB	POINT OF BEGINNING
EOP	EDGE OF PAVEMENT	POC	POINT OF COMMENCEMENT
EOW	EDGE OF WATER	POL	POINT ON LINE
FC	FENCE CORNER	PC	POINT OF CURVATURE
FNC	FENCE LINE	PT	POINT OF TANGENCY
FND	FOUND	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FLD	FIELD	RCP	REINFORCED CONCRETE PIPE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	RR	RAILROAD
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	RLS	REGISTERED LAND SURVEYOR
FIRM	FLOOD INSURANCE RATE MAP	ROW	RIGHT OF WAY
ID	IDENTIFICATION	SB2	SCHEDULE B 2 ITEM
IP	IRON PIPE	SBM	SITE BENCHMARK
IPC	IRON PIPE & CAP	SEC	SECTION
IR	IRON ROD	SRD	STATE ROAD DEPARTMENT
IRC	IRON ROD & CAP	(TYP.)	TYPICAL
INV	PIPE INVERT	W/	WITH

SYMBOLS:

	CENTERLINE		SIGN
	CONCRETE POWER POLE		STUB OUT
	UTILITY POLE (WOOD)	FTC	FTC MANHOLE
	UTILITY POLE (STEEL)	T	TELEPHONE JUNCTION BOX
	WOOD SERVICE POLE	T	TELEPHONE MARKER (UNDERGROUND)
E	ELECTRIC JUNCTION BOX		TRANSMISSION POWER POLE
G	GAS MARKER (UNDERGROUND)	W	WATER METER
	GUY WIRE	W	WELL
	LIGHT POLE OR POST		SWAMPY AREA
	TREE NUMBER (SEE TREE TABLE)		SITE BENCHMARK

LINETYPES:

	OVERHEAD UTILITY LINE	— X —	FENCE LINE (TYPE AS NOTED)
— TB — TB —	TOP OF BANK	— TOE — TOE —	TOE OF SLOPE
63	5' CONTOUR LINE	----63----	1' CONTOUR LINE

NOTES:

1. ALL SUPPORTING INFORMATION PERTAINING TO THE BOUNDARY OF THIS PROPERTY SHOULD BE REFERRED TO PROJECT BOUNDARY PER "BOUNDARY SURVEY" PERFORMED FOR TAITER CARSON, LEESBURG LAKEFRONT RV PARK, LLC BY BESH HALFF DATED APRIL 2021.
2. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE (901) BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (SPCS'83-2011) AND REFERENCED TO THE WEST LINE OF GOVERNMENT LOT 4 IN SECTION 20-19-25 AS BEING N00°35'31"-E. ALL DISTANCES SHOWN ARE IN UNITED STATES SURVEY FEET.
5. THE PURPOSE OF THIS TOPOGRAPHIC AND TREE SURVEY IS TO SHOW THE IMPROVEMENTS ELEVATIONS, CONTOURS AND TREES IN THE AREA AS REQUESTED BY THE CLIENT.
6. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
7. THIS SURVEY HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
8. SYMBOLS SHOWN HEREON ARE NOT TO SCALE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
9. DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
10. LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE FLOODPLAIN) AND ZONE "AE" (AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL FLOOD CHANCE, BASE FLOOD ELEVATION = 60.5') ACCORDING TO FLOOD INSURANCE RATE MAP, 12069C0330E, COMMUNITY PANEL NUMBER: 120421, EFFECTIVE DATE: DECEMBER 18, 2012. ELEVATION BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
11. UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED, EXCEPT WHAT IS SHOWN HEREON.
12. THE BENCHMARKS AND ELEVATIONS SHOWN HEREON ARE BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK '11/88/A/122', ELEVATION 60.07', NORTH AMERICAN VERTICAL DATUM (NAVD88).

CERTIFIED TO:
Leesburg Lakefront RV Park, LLC
Taiter Carson

JOHN T. McGLOCHON CERTIFICATE NO. 6023 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

DATE 11/17/2021
JOHN T. McGLOCHON, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6023

SHEET 1 OF 3

CLIENT	TAITER CARSON, LEESBURG LAKEFRONT RV PARK, LLC
JOB NO.	201084.0000
ACAD FILE	201084 Harbor View RV Park Topo Tree
DATE	MAY 2021 CHECKED BY: JTM
DRAWN BY	SMB FLD. BOOK:

REVISIONS	DATE

TOPOGRAPHIC AND TREE LOCATION SURVEY
IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA
ALTERNATE KEYS 1182956, 1182964, 1703654 AND 1801737, LEESBURG, FLORIDA

HALFF
922 NORTH SINCLAIR AVE. TAVARES, FLORIDA 32778
OFFICE 352.343.8481 FAX 352.343.6495
LICENSED BUSINESS #6345

TOPOGRAPHIC AND TREE LOCATION SURVEY

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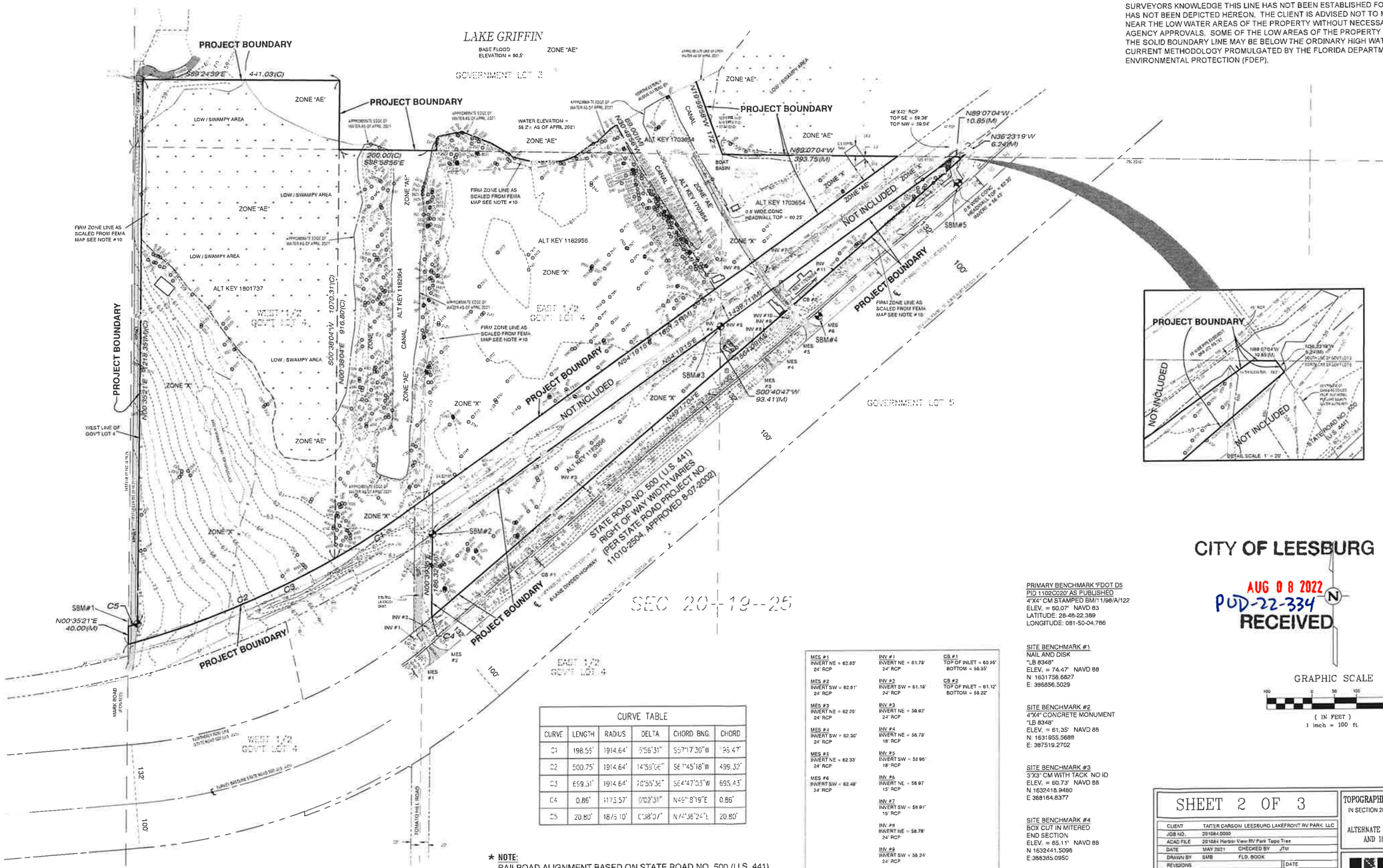

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	198.55'	1914.64'	5°56'31"	S57°17'30"W	198.47'
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★ **NOTE:**
RAILROAD ALIGNMENT BASED ON STATE ROAD NO. 500 (U.S. 441) ROAD RIGHT OF WAY PER STATE ROAD PROJECT NO. 11010-2504, APPROVED 8-07-2002, AND VERIFIED AS SHOWN ON THE ATLANTIC COASTLINE RAILROAD COMPANY RIGHT OF WAY AND TRACK MAP FOR THE ASTOR BRANCH-MAP, NO. V.13FLA/2, DATED JUNE 30, 1917

MES #1
INVERT NE = 62.83'
24" RCP

MES #2
INVERT SW = 62.61'
24" RCP

MES #3
INVERT NE = 62.26'
24" RCP

MES #4
INVERT SW = 62.30'
24" RCP

MES #5
INVERT NE = 62.33'
24" RCP

MES #6
INVERT SW = 62.48'
24" RCP

INV #1
INVERT NE = 61.79'
24" RCP

INV #2
INVERT SW = 61.19'
24" RCP

INV #3
INVERT NE = 58.82'
24" RCP

INV #4
INVERT NE = 58.79'
18" RCP

INV #5
INVERT SW = 58.95'
18" RCP

INV #6
INVERT NE = 58.97'
15" RCP

INV #7
INVERT SW = 58.91'
15" RCP

INV #8
INVERT NE = 58.78'
24" RCP

INV #9
INVERT SW = 58.24'
24" RCP

INV #10
INVERT NE = 58.08'
24" RCP

INV #11
INVERT SW = 57.35'
24" RCP

CB #1
TOP OF INLET = 60.95'
BOTTOM = 56.55'

CB #2
TOP OF INLET = 61.12'
BOTTOM = 58.22'

PRIMARY BENCHMARK "FDOT D5
PID 1102C020" AS PUBLISHED
4"X4" CM STAMPED BM/11/98/A/122
ELEV. = 60.07' NAVD 83
LATITUDE: 28-48-22.389
LONGITUDE: 081-50-04.786

SITE BENCHMARK #1
NAIL AND DISK
"LB 8348"
ELEV. = 74.47' NAVD 88
N: 1631758.6827
E: 386856.5029

SITE BENCHMARK #2
4"X4" CONCRETE MONUMENT
"LB 8348"
ELEV. = 61.35' NAVD 88
N: 1631955.5688
E: 387519.2702

SITE BENCHMARK #3
3"X3" CM WITH TACK NO ID
ELEV. = 60.73' NAVD 88
N.1632418.9480
E 388164.8377

SITE BENCHMARK #4
BOX CUT IN MITERED
END SECTION
ELEV. = 65.11' NAVD 88
N 1632441.5098
E:388385.0950

SITE BENCHMARK #5
BOX CUT IN HEADWALL
ELEV. = 62.34' NAVD 88
N 1632737.5576
E 388698.7977

CITY OF LEESBURG

AUG 08 2022
PUD-22-334
RECEIVED

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

SHEET 2 OF 3	
CLIENT	TATTER CARSON LEESBURG LAKEFRONT RV PARK LLC
JOB NO.	201084.0000
ACAD FILE	201084 Harbor View RV Park Topo Tree
DATE	MAY 2021 CHECKED BY JTM
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TOPOGRAPHIC AND TREE LOCATION SURVEY
IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST
LAKE COUNTY FLORIDA.
ALTERNATE KEYS 1182956, 1182964, 1703654 AND 1801737, LEESBURG, FLORIDA

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OFFICE 352.343.8481 FAX 352.343.8435
LICENSED BUSINESS #6342

CITY OF LEESBURG
AUG 0 8 2022
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RECEIVED

TOPOGRAPHIC AND TREE LOCATION SURVEY

TREE TABLE

Point #	Northing	Easting	DESCRIPTION
2040	1632892.11	386866.97	OAK 12"
2041	1632861.97	386867.55	OAK 30"
2045	1632721.12	386865.22	OAK 14"
2307	1632090.51	386975.74	OAK 8"
2308	1632100.40	386970.44	OAK 6"
2309	1632099.77	386956.45	OAK 5"
2310	1632092.85	386955.19	OAK 6"
2311	1632086.61	386950.75	OAK 5"
2312	1632002.45	385865.81	DBL OAK 5" 5"
2313	1631921.59	386884.00	DBL OAK 10" 10"
2314	1631923.79	386873.34	OAK 7"
2315	1632231.71	386865.10	OAK 4"
2316	1632327.22	386870.43	TRPL OAK 4" 4" 4"
2317	1632334.40	386865.78	DBL OAK 5" 5"
2320	1632328.58	387070.53	PALM 14"
2321	1632246.33	387144.81	PALM 12"
2322	1632249.33	387149.81	PALM 12"
2323	1632244.08	387141.41	PALM 12"
2327	1632372.79	387075.37	OAK 30"
2328	1632383.91	387053.84	OAK 53"
2329	1632374.57	387078.72	OAK 36"
2330	1632420.55	387057.24	PALM 12"
2332	1632430.50	387050.78	BAY 38"
2333	1632428.51	387001.27	OAK 40"
2334	1632424.41	387000.79	OAK 34"
2335	1632486.47	387019.68	UNKNOWN 20"
2336	1632496.75	386980.22	OAK 42"
2339	1632527.50	386936.20	OAK 12"
2340	1632540.65	386931.02	OAK 9"
2342	1632558.21	386916.71	OAK 15"
2343	1632560.43	386906.60	OAK 12"
2344	1632579.94	386908.39	OAK 18"
2345	1632586.28	386897.43	OAK 10"
2346	1632569.13	386893.50	OAK 18"
2347	1632582.79	386903.57	OAK 6"
2348	1632584.74	386897.41	OAK 8"
2349	1632587.29	386892.19	OAK 14"
2350	1632574.91	386880.54	OAK 18"
2448	1632575.73	387995.16	OAK 13"
2450	1632705.62	387983.12	OAK 16"
2451	1632717.17	387991.45	OAK 18"
2452	1632713.51	387981.26	OAK 8"
2453	1632719.26	387980.07	OAK 20"
2454	1632710.11	387971.56	DBL OAK 10" 10"
2455	1632727.63	387978.55	OAK 14"
2456	1632738.56	387976.36	OAK 14"
2457	1632737.64	387975.21	OAK 8"
2458	1632747.02	387974.37	OAK 15"
2459	1632761.55	387965.59	OAK 4"
2460	1632757.70	387952.51	DBL OAK 12" 12"
2461	1632740.19	387943.65	OAK 32"
2462	1632784.57	387948.78	OAK 12"
2463	1632784.28	387946.61	DBL OAK 10" 10"
2464	1632806.46	387918.00	OAK 24"
2465	1632807.56	387915.29	OAK 18"
2466	1632740.24	387874.75	OAK 29"
2467	1632736.24	387874.61	OAK 34"
2468	1632753.13	387763.77	TRPL OAK 24" 24" 24"
2469	1632581.51	387733.34	OAK 16"
2470	1632574.45	387742.89	OAK 12"
2471	1632547.90	387733.72	OAK 36"
2472	1632587.12	387684.39	OAK 34"
2473	1632511.14	387623.52	PINE 20"
2480	1632756.75	387874.84	OAK 24"
2481	1632763.79	387971.80	OAK 8"
2482	1632763.32	387969.88	OAK 8"
2483	1632766.20	387976.51	OAK 18"
2484	1632769.14	387970.45	OAK 12"

TREE TABLE

Point #	Northing	Easting	DESCRIPTION
2485	1632769.70	387968.39	OAK 8"
2486	1632769.91	387967.10	OAK 5"
2488	1632781.87	387970.29	OAK 24"
2489	1632795.36	387951.28	OAK 6"
2490	1632815.68	387948.94	OAK 20"
2491	1632817.90	387947.47	OAK 8"
2496	1632837.95	387927.05	OAK 13"
2497	1632841.51	387934.50	OAK 10"
2498	1632834.59	387908.28	OAK 30"
2499	1632832.48	387898.33	OAK 24"
2501	1632828.78	387879.12	OAK 24"
2503	1632810.27	387869.65	DBL OAK 8" 8"
2504	1632795.93	387865.42	PALM 18"
2505	1632795.60	387841.52	OAK 8"
2510	1632783.92	387813.14	TRPL OAK 10" 10" 10"
2511	1632784.97	387805.44	PALM 18"
2515	1632454.55	387604.44	OAK 30"
2516	1632447.74	387629.28	OAK 8"
2517	1632451.66	387632.97	PINE 24"
2520	1632788.79	387702.16	DBL OAK 14" 14"
2523	1632780.98	387690.99	TRPL OAK 10" 10" 10"
2524	1632785.77	387686.44	OAK 6"
2525	1632806.18	387689.48	OAK 12"
2526	1632820.78	387630.60	OAK 8"
2535	1632808.32	387620.44	DBL OAK 8" 8"
2536	1632809.04	387616.92	OAK 6"
2537	1632808.55	387618.86	OAK 6"
2538	1632786.32	387658.72	OAK 10"
2539	1632783.80	387663.04	OAK 24"
2540	1632834.70	387621.95	OAK 9"
2541	1632841.46	387618.40	OAK 10"
2542	1632841.51	387607.21	OAK 10"
2543	1632829.97	387606.06	OAK 15"
2544	1632854.07	387586.63	OAK 36"
2545	1632854.78	387583.80	OAK 12"
2548	1632849.36	387574.90	OAK 20"
2549	1632847.94	387577.31	OAK 14"
2553	1632785.52	387575.00	OAK 10"
2554	1632787.48	387573.97	OAK 8"
2555	1632789.16	387574.11	OAK 8"
2556	1632785.33	387573.26	OAK 6"
2557	1632786.81	387573.20	OAK 10"
2558	1632790.62	387588.66	DBL OAK 12" 12"
2559	1632799.41	387570.86	TRPL OAK 8" 8" 8"
2560	1632805.65	387572.96	OAK 12"
2561	1632817.48	387572.33	OAK 8"
2562	1632837.57	387562.13	OAK 14"
2570	1632840.36	387530.46	OAK 7"
2571	1632831.22	387529.09	OAK 6"
2579	1632806.96	387560.81	OAK 8"
2580	1632786.80	387558.42	OAK 6"
2581	1632784.14	387558.76	OAK 10"
2603	1632733.53	387498.86	OAK 7"
2604	1632725.69	387497.01	OAK 12"
2605	1632717.45	387496.92	OAK 26"
2606	1632717.07	387509.32	OAK 12"
2607	1632721.26	387518.05	OAK 14"
2608	1632723.14	387518.77	OAK 10"
2609	1632727.78	387518.44	OAK 18"
2610	1632742.60	387502.04	OAK 8"
2611	1632711.46	387519.92	OAK 9"
2612	1632705.07	387517.56	OAK 10"
2613	1632700.95	387513.09	OAK 12"
2614	1632699.32	387508.06	OAK 18"
2615	1632688.77	387513.21	OAK 10"
2616	1632687.27	387513.10	OAK 6"
2621	1632672.45	387499.11	OAK 7"
2622	1632672.38	387510.41	OAK 8"

TREE TABLE

Point #	Northing	Easting	DESCRIPTION
2623	1632682.56	387522.25	OAK 12"
2624	1632663.53	387513.88	OAK 6"
2625	1632662.55	387509.71	OAK 8"
2626	1632645.43	387506.25	OAK 7"
2627	1632648.28	387508.33	OAK 12"
2628	1632647.13	387511.54	OAK 12
2629	1632650.27	387515.26	OAK 24"
2633	1632610.06	387530.58	TRPL OAK 20" 20" 20"
2635	1632572.59	387501.70	OAK 14"
2639	1632560.74	387518.71	DBL OAK 7" 7"
2640	1632547.82	387516.49	OAK 5"
2641	1632544.78	387515.98	OAK 6"
2642	1632541.59	387522.21	OAK 6"
2643	1632544.82	387501.52	OAK 8"
2646	1632536.62	387532.24	OAK 6"
2647	1632535.55	387528.72	OAK 9"
2648	1632531.24	387516.01	OAK 14"
2649	1632529.38	387512.70	OAK 18"
2650	1632524.57	387520.11	OAK 14"
2652	1632513.84	387520.24	OAK 8"
2653	1632507.50	387512.31	OAK 8"
2657	1632498.96	387515.45	OAK 12"
2658	1632482.00	387510.22	DBL OAK 10" 10"
2659	1632480.51	387511.55	OAK 12
2663	1632468.37	387499.08	OAK 16"
2664	1632470.33	387499.37	OAK 7"
2665	1632442.98	387497.40	OAK 17
2676	1632397.38	387499.31	PALM 14"
2677	1632398.85	387501.34	PALM 12"
2678	1632405.52	387498.90	PALM 12"
2680	1632413.86	387496.56	PALM 12"
2682	1632200.31	387484.87	PALM 12"
2716	1632239.31	387711.73	MULTI-OAK 24" 24" 24" 24"
2720	1632251.51	387661.10	OAK 36"
2721	1632297.92	387685.77	DBL OAK 20" 20"
2722	1632345.77	387641.87	TRPL OAK 24" 24" 24"
2723	1632429.41	387532.79	OAK 18"
2724	1632425.82	387532.79	CLUSTER OF OAKS 5x12"
2725	1632384.28	387539.04	DBL OAK 18" 18"
2726	1632339.79	387513.78	OAK 6"
2727	1632332.82	387510.65	OAK 9"
2728	1632330.89	387506.99	OAK 8"
2729	1632330.07	387513.12	OAK 6"
2730	1632321.08	387505.27	OAK 6"
2731	1632318.66	387505.55	OAK 8"
2732	1632317.50	387506.97	OAK 6"
2733	1632319.95	387511.51	OAK 7"
2734	1632313.17	387514.98	CLUSTER OF OAKS 5x7"
2735	1632296.60	387509.63	DBL OAK 12" 12"
2736	1632296.68	387516.81	OAK 8"
2737	1632274.04	387513.47	CLUSTER OF OAKS 7x7"
2746	1632071.73	387542.86	OAK 36"
2747	1632089.10	387568.26	MULTI-OAK 30" 30" 30" 30"
2748	1632130.14	387583.35	MULTI-OAK 18" 16" 18" 18"
2750	1632218.54	387608.57	MULTI-OAK 18" 18" 18" 18"
2751	1632206.96	387599.18	OAK 18"
2753	1632255.68	387658.77	OAK 36"
2754	1632261.67	387779.44	OAK 24"
2755	1632266.24	387780.07	OAK 20"
2756	1632262.37	387782.12	OAK 18"
2757	1632253.91	387793.60	PALM 14"
2758	1632217.08	387565.42	OAK 20"
2759	1632218.48	387564.87	OAK 9"
2760	1632220.35	387564.16	OAK 16"
2761	1632201.62	387557.34	DBL OAK 26" 26"
2844	1632477.96	388128.29	OAK 24"
2845	1632471.50	388114.86	OAK 7"
2846	1632483.30	388107.64	OAK 5"

TREE TABLE

Point #	Northing	Easting	DESCRIPTION
2847	1632438.14	388076.85	OAK 30"
2848	1632422.17	388050.69	OAK 60"
2849	1632405.47	388038.55	OAK 18"
2850	1632391.19	388005.88	OAK 42"
2851	1632384.02	388005.66	OAK 30"
2852	1632534.37	388133.19	OAK 48"
2853	1632555.37	388132.34	CYPRUS 6"
2854	1632554.05	388133.24	CYPRUS 8"
2855	1632554.05	388126.50	OAK 12"
2856	1632551.97	388119.15	OAK 15"
2857	1632547.64	388109.10	OAK 24"
2858	1632554.42	388110.90	OAK 8"
2859	1632559.52	388121.42	OAK 20"
2860	1632559.69	388107.55	OAK 12"
2861	1632567.12	388112.46	OAK 14"
2862	1632572.08	388114.41	OAK 18"
2863	1632585.00	388096.86	OAK 14"
2864	1632583.45	388095.62	OAK 18"
2865	1632586.66	388095.86	OAK 8"
2866	1632586.93	388086.84	PALM 8"
2867	1632592.29	388081.48	OAK 18"
2868	1632603.40	388100.26	OAK 8"
2869	1632607.62	388088.91	OAK 6"
2870	1632609.60	388088.60	OAK 10"
2871	1632613.41	388085.61	OAK 15"
2872	1632607.49	388079.77	PALM 6"
2873	1632615.08	388075.53	PALM 10"
2874	1632615.41	388076.70	PALM 5"
2875	1632621.46	388080.36	OAK 14"
2876	1632613.04	388068.26	OAK 15"
2877	1632623.58	388070.73	PALM 6"
2878	1632635.41	388076.00	OAK 10"
2879	1632630.07	388066.05	OAK 28"
2880	1632645.58	388068.57	PALM 18"
2881	1632648.20	388066.13	OAK 8"
2882	1632640.96	388055.63	OAK 4"
2883	1632642.16	388052.58	OAK 18"
2884	1632647.56	388050.32	OAK 18"
2885	1632650.40	388055.24	PALM 8"
2886	1632655.85	388048.18	OAK 15"
2887	1632663.47	388056.56	OAK 12
2888	1632663.84	388051.46	OAK 8"
2889	1632666.13	388049.64	OAK 14"
2890	1632661.72	388047.98	OAK 12"
2891	1632665.79	388044.65	OAK 10"
2892	1632662.28	388037.88	OAK 16"
2894	1632692.99	387991.05	OAK 26"
2895	1632700.71	388005.20	PALM 12"
2896	1632685.05	388004.68	OAK 12"
2897	1632684.15	387999.87	OAK 6"
2899	1632685.88	388015.88	OAK 6"
2900	1632682.34	388018.36	OAK 15"
2901	1632669.25	388025.96	OAK 16"
2902	1632641.25	388015.94	OAK 18"
2903	1632627.42	388049.88	OAK 9"
2904	1632620.60	388054.12	PALM 12
2905	1632603.30	388062.38	OAK 8"
2906	1632602.70	388068.56	OAK 8"
2907	1632575.61	388079.53	OAK 6"
2908	1632571.96	388085.16	OAK 6"
2909	1632561.78	388088.89	OAK 13"
2910	1632551.80	388097.48	OAK 8"
2911	1632518.80	388127.68	OAK 36"
2912	1632485.95	388120.03	OAK 6"
2913	1632483.21	388081.78	OAK 32"
2914	1632478.25	388056.21	TRPL OAK 18" 18" 18"
2915	1632480.40	388060.62	OAK 8"
2916	1632476.08	388048.16	DBL OAK 12" 12

TREE TABLE

Point #	Northing	Easting	DESCRIPTION
2917	1632466.70	388036.32	TRPL OAK 8" 8" 8"
2918	1632509.23	388067.70	SWEETGUM 10"
2919	1632510.80	388099.66	SWEETGUM 20"
2920	1632567.04	388049.26	DBL OAK 18" 18"
2921	1632566.77	388043.63	OAK 24"
2922	1632605.09	388009.96	DBL OAK 18" 18"
2923	1632577.44	387985.26	OAK 12"
2924	1632539.57	387998.64	OAK 36"
2925	1632504.90	387980.93	TRPL OAK 24" 24" 24"
2926	1632566.47	387966.40	MULTI-OAK 20" 20" 20" 20
2927	1632594.46	387956.70	OAK 22"
2928	1632595.42	387954.20	OAK 24"
2929	1632634.28	387943.59	PALM 12"
2930	1632560.18	387914.28	MULTI-OAK 18" 18" 18" 18"
2931	1632550.03	387904.85	DBL OAK 20" 20"
2932	1632555.51	387876.89	DBL OAK 20" 20"
2933	1632553.90	387874.98	DBL OAK 18" 18"
2934	1632550.02	387875.99	OAK 32"
2935	1632545.54	387873.39	OAK 15"
2936	1632516.22	387883.27	MULTI-OAK 22" 22" 22" 22"
2937	1632486.19	387916.45	PALM 14"
2938	1632475.55	387902.08	PALM 14"
2939	1632439.22	387893.64	OAK 36"
2940	1632423.65	387887.14	OAK 30"
2941	1632387.07	387874.12	OAK 20"
2942	1632371.73	387836.16	TRPL OAK 18" 18" 18"
2943	1632369.70	387831.28	DBL OAK 15" 15"
2944	1632313.56	387785.41	DBL OAK 24" 24"
2945	1632279.61	387818.36	MULTI-OAK 12" 12" 12" 12"
2946	1632328.41	387890.47	OAK 30"
2947	1632364.87	387909.37	OAK 18"
2948	1632383.54	387904.52	DBL OAK 12" 12"
2949	1632387.88	387901.94	DBL OAK 12" 12"
2950	1632390.09	387903.15	OAK 8"
2951	1632428.82	387922.35	TRPL OAK 15" 15" 15"
2952	1632411.98	387947.01	OAK 30"
2953	1632385.08	387984.74	OAK 30"
2954	1632669.21	388038.19	OAK 8"
2955	1632669.43	388036.70	OAK 12"
2956	1632675.28	388038.75	OAK 12"
2957	1632676.40	388039.81	OAK 12"
2958	1632671.13	388031.60	OAK 8"
2959	1632678.91	388023.10	OAK 8"
2960	1632688.44	388021.40	OAK 8"
2961	1632680.07	388024.76	PALM 6"
2962	1632698.47	388019.86	OAK 10"
2963	1632704.31	388016.19	OAK 5"
2964	1632703.15	388024.61	OAK 4"
2965	1632705.48	388024.11	OAK 8"
2966	1632713.16	388017.49	OAK 87"
2967	1632715.97	388006.24	OAK 6"
2968	1632722.57	388004.55	OAK 12"
2969	1632750.97	387988.08	OAK 7"
2971	1632757.80	387988.23	OAK 12"
3001	1632570.27	388157.08	OAK 18"
3002	1632598.95	388140.47	SWEETGUM 18"
3034	1632865.31	388027.24	OAK 42"
3035	1632883.80	388025.63	OAK 12"
3036	1632880.51	388020.42	OAK 36"
3037	1632930.86	388046.57	CYPRUS 18"
3038	1632932.10	388048.24	CYPRUS 28"
3070	1632746.17	388146.17	CYPRUS 30"
3079	1632563.15	388195.37	OAK 42"
3101	1632828.44	388186.82	SWEETGUM 24"
3105	1632810.33	388221.44	OAK 14"
3242	1632748.68	388647.08	OAK 28"
3243	1632737.52	388642.54	OAK 41"
3244	1632745.25	388618.44	PALM 20"

TREE TABLE

Point #	Northing	Easting	DESCRIPTION
3245	1632731.49	388624.16	PALM 12"
3246	1632726.32	388620.97	PALM 12"
3247	1632726.78	388607.67	PALM 18"
3248	1632717.72	388609.16	PALM 18"
3249	1632709.12	388598.63	SWEETGUM 18"
3250	1632705.38	388600.41	PALM 12"
3251	1632700.12	388597.90	OAK 18"
3252	1632687.61	388574.97	OAK 30"
3253	1632683.66	388548.56	OAK 48"
3286	1632784.91	388676.53	PALM 14"
3287	1632774.35	388675.60	PALM 14"
3288	1632778.05	388669.42	PALM 14
3289	1632770.59	388663.24	PALM 14
3290	1632763.96	388660.36	OAK 24"
3291	1632759.55	388668.52	PALM 15"
3292	1632759.57	388661.99	PALM 14"
3293	1632753.98	388658.68	PALM 18"
3294	1632606.61	388481.68	OAK 36"
3295	1632604.22	388475.32	OAK 18"
3296	1632601.77	388471.04	OAK 30"
3297	1632598.03	388468.84	OAK 30"
3298	1632581.66	388433.03	PALM 14"
3299	1632568.03	388427.41	OAK 36"
3317	1632634.05	388261.70	OAK 36"
3318	1632609.13	388262.62	OAK 36"
3319	1632744.58	388389.11	MULTI-NORFOLK PINE 12" 12" 12" 12" 12"
3320	1632720.61	388439.85	NORFOLK PINE 12"
3321	1632718.68	388440.02	DBL NORFOLK PINE 8" 8"
3355	1632381.84	388183.47	OAK 24"
3356	1632372.97	388175.26	OAK 36"
3357	1632377.62	388186.03	OAK 24"
3358	1632386.03	388190.46	OAK 32"
3359	1632371.81	388199.86	PALM 12"
3418	1632347.46	388106.74	OAK 30"
3419	1632274.42	388081.63	OAK 24"
3424	1632205.63	387939.30	OAK 54"
3435	1632282.45	387866.72	OAK 24"
3436	1632282.63	387839.21	OAK 12"
3437	1632264.07	387836.58	OAK 16"
3438	1632284.07	387836.58	OAK 18"
3439	1632158.91	387875.73	OAK 24"
3440	1632138.17	387843.84	OAK 33"
3441	1632128.40	387841.71	OAK 30"
3442	1632130.23	387883.34	OAK 30
3447	1632102.03	387796.60	PALM 14"
3450	1632060.70	387752.65	OAK 38"
3451	1632075.36	387755.18	PALM 12"
3493	1632005.80	387733.08	OAK 42"
3494	1632015.62	387751.53	PINE 14"
3496	1631980.18	387701.11	PALM 16"
3497	1631979.45	387704.94	PALM 16"
3498	1631961.86	387708.33	PALM 12"
3499	1631953.61	387709.49	OAK 10"
3500	1631952.05	387707.77	OAK 14"
3501	1631949.48	387709.03	OAK 20"
3502	1631947.29	387707.67	OAK 5"
3503	1631950.31	387702.41	DBL OAK 10" 10"
3506	1631950.34	387655.06	PINE 15"
3508	1631919.51	387615.38	PINE 16"
3509	1631917.07	387617.00	OAK 8"
3510	1631915.82	387615.44	OAK 10
3511	1631901.20	387609.96	OAK 8"
3513	1631918.20	387597.79	PINE 24"
3514	1631921.79	387598.04	PINE 24"
3515	1631933.34	387598.64	PINE 18"
3517	1631907.24	387574.60	PINE 30"
3520	1631831.99	387547.92	OAK 8"
3521	1631833.95	387547.53	PINE 24"

TREE TABLE

Point #	Northing	Easting	DESCRIPTION
3522	1631834.82	387545.98	PINE 10"
3523	1631828.56	387546.04	OAK 18"
3524	1631832.97	387545.15	OAK 12"
3529	1631902.41	387515.24	DBL OAK 14" 14"
3530	1631887.17	387516.01	OAK 18"
3531	1631885.75	387517.04	OAK 12"
3532	1631863.39	387519.04	OAK 8"
3533	1631861.78	387536.94	OAK 8"
3534	1631863.91	387535.64	OAK 10"
3535	1631885.75	387539.19	OAK 10"
3536	1631887.33	387546.16	PINE 24"
3537	1631890.34	387543.55	PINE 12"
3869	1632829.81	387380.32	OAK 10"
3870	1632822.96	387400.05	OAK 10"
3891	1632741.98	387432.79	OAK 5"
3892	1632748.65	387403.58	OAK 8"
3893	1632748.69	387400.58	OAK 7
3894	1632735.58	387381.48	OAK 13"
3895	1632729.37	387366.59	OAK 14"
3896	1632731.09	387408.07	OAK 7
3897	1632726.96	387418.53	OAK 6"
3898	1632709.15	387383.71	OAK 5"
3902	1632691.41	387375.70	PALM 18"
3909	1632687.67	387405.22	OAK 12"
3910	1632689.92	387402.46	OAK 10"
3911	1632694.08	387402.94	OAK 5"
3915	1632628.20	387405.35	PALM 15"
3916	1632639.93	387380.19	PALM 16"
3919	1632602.21	387398.02	OAK 14"
3920	1632594.24	387415.12	OAK 10"
3928	1632577.07	387384.63	OAK 6"
3929	1632572.52	387397.69	OAK 6"
3930	1632572.05	387391.88	OAK 8"
3931	1632582.96	387388.16	OAK 5"
3932	1632570.68	387377.00	OAK 6"
3933	1632557.83	387400.86	OAK 16"
3934	1632532.58	387408.87	OAK 9"
3935	1632509.82	387403.68	OAK 4"
3936	1632527.46	387370.26	MULTI-OAK 20" 20" 20" 20"
3943	1632503.90	387407.03	OAK 10
3944	1632500.35	387410.46	OAK 8"
3945	1632502.35	387413.19	OAK 8"
3946	1632494.48	387401.08	OAK 8"
3947	1632487.75	387398.60	OAK 7"
3948	1632483.62	387395.07	OAK 7"
3949	1632476.95	387404.25	OAK 6"
3950	1632472.53	387408.89	OAK 5"
3951	1632473.36	387401.35	OAK 5"
3953	1632479.06	387384.85	OAK 7"
3954	1632507.12	387364.31	OAK 8"
3955	1632476.07	387367.25	OAK 20"
3956	1632470.18	387386.69	OAK 20"
3957	1632475.99	387374.62	OAK 19"
3966	1632433.71	387388.96	MULTI-OAK 20" 20" 20" 20"
3973	1632392.63	387360.11	DBL OAK 24" 24"
3974	1632378.26	387380.81	DBL OAK 12" 12"
3975	1632402.93	387421.05	DBL OAK 24" 24"
3982	1632342.33	387416.49	DBL OAK 24" 24"
3989	1632305.76	387353.95	DBL OAK 10" 10"
3990	1632300.82	387354.45	DBL OAK 18" 18"
3991	1632325.37	387356.85	MULTI-OAK 15" 15" 15" 15"
3993	1632354.38	387383.47	OAK 6"
3994	1632330.71	387391.30	OAK 15"
3995	1632328.16	387388.88	OAK 15"
3996	1632320.87	387389.08	OAK 6"
3997	1632320.87	387384.16	OAK 10"
3998	1632309.03	387407.67	OAK 6"
3999	1632316.44	387413.90	OAK 8"

TREE TABLE

Point #	Northing	Easting	DESCRIPTION
4000	1632297.31	387395.20	OAK 15"
4001	1632280.33	387380.88	OAK 18"
4002	1632285.38	387381.58	OAK 15"
4003	1632279.58	387359.96	OAK 15"
4004	1632286.78	387355.62	OAK 10"
4005	1632257.06	387370.11	OAK 8"
4006	1632259.18	387360.60	OAK 8"
4007	1632255.65	387412.58	OAK 29"
4008	1632262.62	387417.65	OAK 15"
4009	1632287.75	387413.29	OAK 6"
4042	1632234.05	387428.90	OAK 16"
4043	1632240.15	387409.97	OAK 7"
4044	1632224.22	387419.09	OAK 12"
4045	1632216.24	387412.80	OAK 10"
4046	1632218.87	387420.54	OAK 8"
4047	1632197.02	387425.93	OAK 8"
4048	1632227.02	387382.99	DBL OAK 22" 22"
4049	1632238.24	387336.60	DBL OAK 22" 22"
4050	1632214.37	387357.28	OAK 6"
4051	1632203.33	387389.88	OAK 12"
4052	1632195.78	387370.24	OAK 10"
4064	1632110.62	387385.25	OAK 26"
4068	1632094.76	387328.70	OAK 7"
4069	1632080.68	387311.18	OAK 10"
4085	1632024.63	387321.26	PALM 14"
4086	1632025.93	387315.19	OAK 8"
4087	1632023.45	387307.85	OAK 8"
4088	1632018.19	387313.51	PALM 12"
4089	1632017.09	387310.45	PALM 12"
4094	1632003.31	387304.89	PALM 12"
4095	1631998.89	387302.65	PALM 12"
4096	1631995.64	387306.54	PALM 12"
4099	1631973.89	387296.58	OAK 40"
4100	1631969.83	387295.59	OAK 8"
4102	1631986.45	387323.84	PALM 12"
4108	1632043.28	387346.91	OAK 24"
4109	1632037.65	387397.22	PALM 12"
4133	1632143.21	387472.01	OAK 7"
4134	1632156.44	387475.29	OAK 8"
4135	1632152.84	387481.85	OAK 6"
4136	1632116.37	387479.64	OAK 24"
4137	1632109.25	387475.47	DBL OAK 10" 10"
4138	1632063.30	387481.79	OAK 10"
4139	1632062.70	387488.55	OAK 12"
4140	1632060.33	387466.96	OAK 12"
4173	1632029.61	387244.56	OAK 10"
4174	1632035.41	387247.56	OAK 20"
4179	1631946.28	387333.53	PALM 14"
4180	1631954.28	387333.95	PALM 12"
4181	1631957.88	387331.94	PALM 12"
4182	1631949.37	387323.83	PALM 12"
4183	1631964.26	387327.68	PALM 12"
4184	1631965.02	387325.20	PALM 12"
4185	1631931.81	387312.72	PALM 16"
4186	1631933.11	387301.61	PALM 12"
4187	1631947.92	387301.80	PALM 12"
4188	1631975.43	387309.47	PALM 12"
4189	1631965.56	387303.52	PALM 14"
4192	1631910.49	387215.50	OAK 34"
4193	1631888.20	387228.53	OAK 8"
4194	1631883.28	387233.43	PALM 14"
4197	1631863.18	387182.70	OAK 24"

SHEET 3 OF 3

CLIENT	TAITER CARSON LEESBURG LAKEFRONT RV PARK, LLC
JOB NO.	201084.0000
ACAD FILE	201084 Harbor View RV Park Topo Tree
DATE	MAY 2021 — CHECKED BY JTM
DRAWN BY	SMB — FLD. BOOK
REVISIONS	DATE

TOPOGRAPHIC AND TREE LOCATION SURVEY
IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA
ALTERNATE KEYS 1182956, 1182964, 1703654 AND 1801737, LEESBURG, FLORIDA

HALFF
902 NORTH SINCLAIR AVE. TAVARES FLORIDA 32778
OFFICE 352.343.8481 FAX 352.343.8495
LICENSED BUSINESS #8846

CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: August 18, 2022
OWNERS: Leesburg Lakefront RV Park, LLC (Blue Gill Marina & Motorcoach Resort)
PETITIONER: Leesburg Lakefront RV Park, LLC, Enon Winkler, Agent
PROJECT: Mixed Use PUD (RV Resort, Restaurant, Dry Boat Storage, Cottages, Bungalows)
REQUEST: PUD (Planned Unit Development) Rezoning
CASE NO.: PUD-22-344

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of C-3 (Highway Commercial and Lake County RMRP (Residential Mobile Home Park) and Lake County CP (Planned Commercial).

2. The proposed request will allow additional uses for the property that are consistent with the current surrounding future land uses of City of Leesburg General Commercial and Lake County Urban Medium Density.

3. The proposed request, as conditioned in the attached PUD (Planned Unit Development) agreement does not appear to create a detriment to surrounding properties.

4. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal 1, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to modify the existing PUD (Planned Unit Development) to allow for expanded and additional amenities and modified development requirements within the PUD (Planned Unit Development) and forward to the City Commission for their consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: August 4, 2022
OWNER: Leesburg Lakefront RV Park, LLC
PETITIONER: Leesburg Lakefront RV Park, LLC, Enon Winkler, Agent
PROJECT: Mixed Use PUD (RV Resort, Restaurant, Dry Boat Storage, Cottages, Bungalows)
REQUEST: PUD (Planned Unit Development) Rezoning
CASE NO.: PUD-22-344

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/18/21

FIRE

No comments from Fire Department. Amanda Stevenson 6/7/21

ELECTRIC

Electric has no objections. Power is available. Easements will be required to install power. Steve Davis 6/7/21

GAS

No comments received as of 6/18/21

GIS

No comments received as of 6/18/21

BUILDING

No comments received as of 6/18/21

PUBLIC WORKS

Public Works has no issues with this request. However, I would like to make sure the developer and owner are aware that per our FDEP permit, RVs are not authorized to connect to City Sewer. Also, the City will not take ownership of the roads upon completion of the development. Ownership and maintenance responsibilities will be retained by the development. This does not waive the requirement for the roads to be constructed in accordance with City Standards and Specifications. Clifford Kelsey 6/8/21

ADDRESSING

No comments received as of 6/18/21

ECONOMIC DEVELOPMENT

No comments received as of 6/18/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 6/18/21

LAKE COUNTY SCHOOLS

PUBLIC RESPONSES

Approval

1 approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: August 18, 2022
OWNERS: Leesburg Lakefront RV Park, LLC
PETITIONER: Leesburg Lakefront RV Park, LLC, Enon Winkler, Agent
PROJECT: Mixed Use PUD (RV Resort, Restaurant, Dry Boat Storage, Cottages, Bungalows)
REQUEST: PUD (Planned Unit Development) Rezoning
CASE NO.: PUD-22-344

GENERAL LOCATION: The property is generally located north of U.S. Highway 441 and east of Pemble Road.

FUTURE LAND USE DESIGNATION:
General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban Medium Density
South – General Commercial; Lake County Urban Low Density and Urban Medium Density
East – Lake County Urban Medium Density
West – General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: n/a

EXISTING ZONING DESIGNATION:
- AK#s: 1801737 and 1703654 – C-3 (Highway Commercial)
- AK#s: 1182964 and 1182956 – none assigned

SURROUNDING ZONING DESIGNATIONS:
North – Lake County RP (Residential Professional); Lake Griffin
South – C-3 (Highway Commercial)
East – P (Public)
West – Lake County RMRP (Mobile Home Rental Park District); Lake County RP (Residential Professional)

PROPOSED ZONING DESIGNATION: Amended PUD (Planned Unit Development)

EXISTING LAND USE: General vacant, a few dilapidated structures.

SURROUNDING LAND USE:
North – Single Family Residential; Lake Griffin
South – Commercial; Government/Municipal (DRA)
East – Public Lands (vacant)
West – Residential (mobile home park)

PROPOSED LAND USE: Marina and Motorcoach Resort, Restaurant, Dry Boat Storage, Cottages, Bungalows, extended patios, fire pits, and canal dock space

Aerial

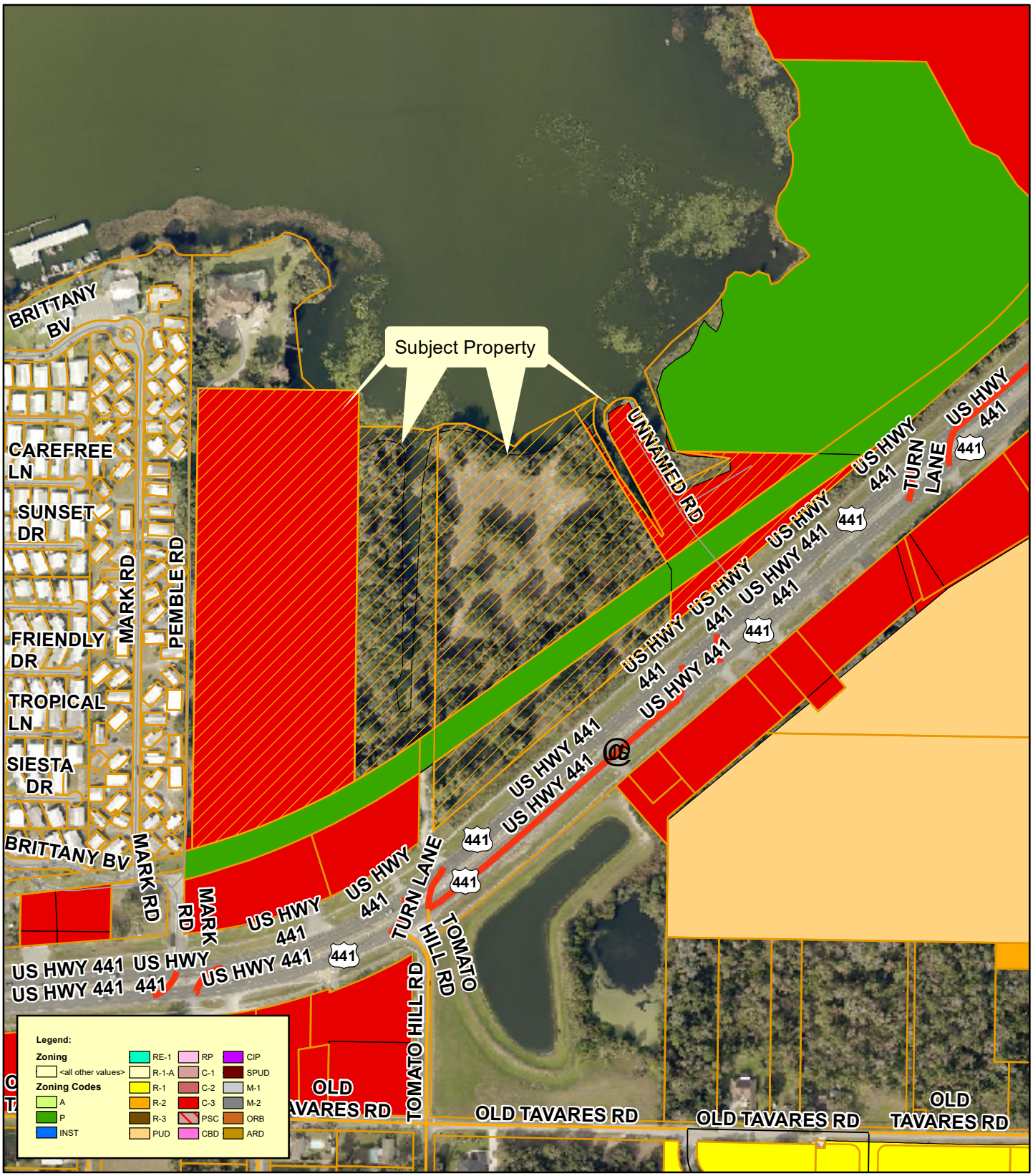
Planning & Zoning Division

N
W E
S

0 80 160 240 320
Feet

Blue Gill Marina & Motorcoach Resort
2210 U. S. Highway 441
AK#: 1801737, 1182964, 1182965, 1703654
Section 20, Township 19 South,Range 25 East
August 3, 2022

Zoning



Planning & Zoning Division

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0 80 160 240 320
Feet

Blue Gill Marina & Motorcoach Resort
2210 U. S. Highway 441
AK#: 1801737, 1182964, 1182965, 1703654
Section 20, Township 19 South,Range 25 East
August 3, 2022

Lake County Zoning

Planning & Zoning Division

N
W E
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0 80 160 240 320
Feet

Blue Gill Marina & Motorcoach Resort
2210 U. S. Highway 441
AK#: 1801737, 1182964, 1182965, 1703654
Section 20, Township 19 South,Range 25 East
August 3, 2022

PROPOSED Zoning

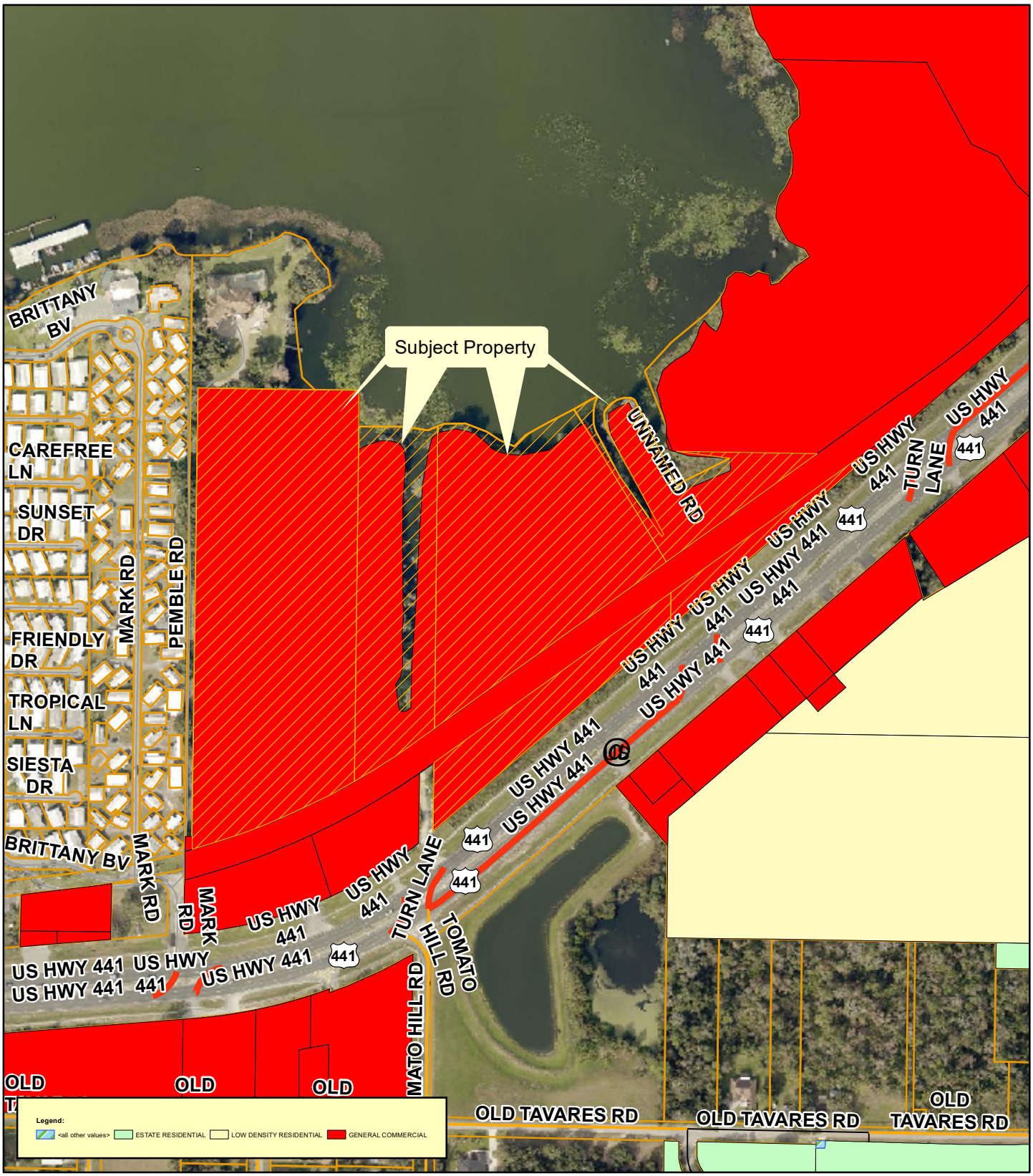
Planning & Zoning Division

N W E S

0 80 160 240 320 Feet

Blue Gill Marina & Motorcoach Resort
2210 U. S. Highway 441
AK#: 1801737, 1182964, 1182965, 1703654
Section 20, Township 19 South,Range 25 East
August 3, 2022

Future Land Use



Planning & Zoning Division

N
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0 80 160 240 320
Feet

Blue Gill Marina & Motorcoach Resort
2210 U. S. Highway 441
AK#: 1801737, 1182964, 1182965, 1703654
Section 20, Township 19 South,Range 25 East
August 3, 2022

Lake County Future Land Use

Planning & Zoning Division

N
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0 80 160 240 320
Feet

Blue Gill Marina & Motorcoach Resort
2210 U. S. Highway 441
AK#: 1801737, 1182964, 1182965, 1703654
Section 20, Township 19 South,Range 25 East
August 3, 2022

Surrounding Existing Land Uses

Planning & Zoning Division

N
W E
S

0 80 160 240 320
Feet

Blue Gill Marina & Motorcoach Resort
2210 U. S. Highway 441
AK#: 1801737, 1182964, 1182965, 1703654
Section 20, Township 19 South,Range 25 East
August 3, 2022

Wetlands and Flood Zones

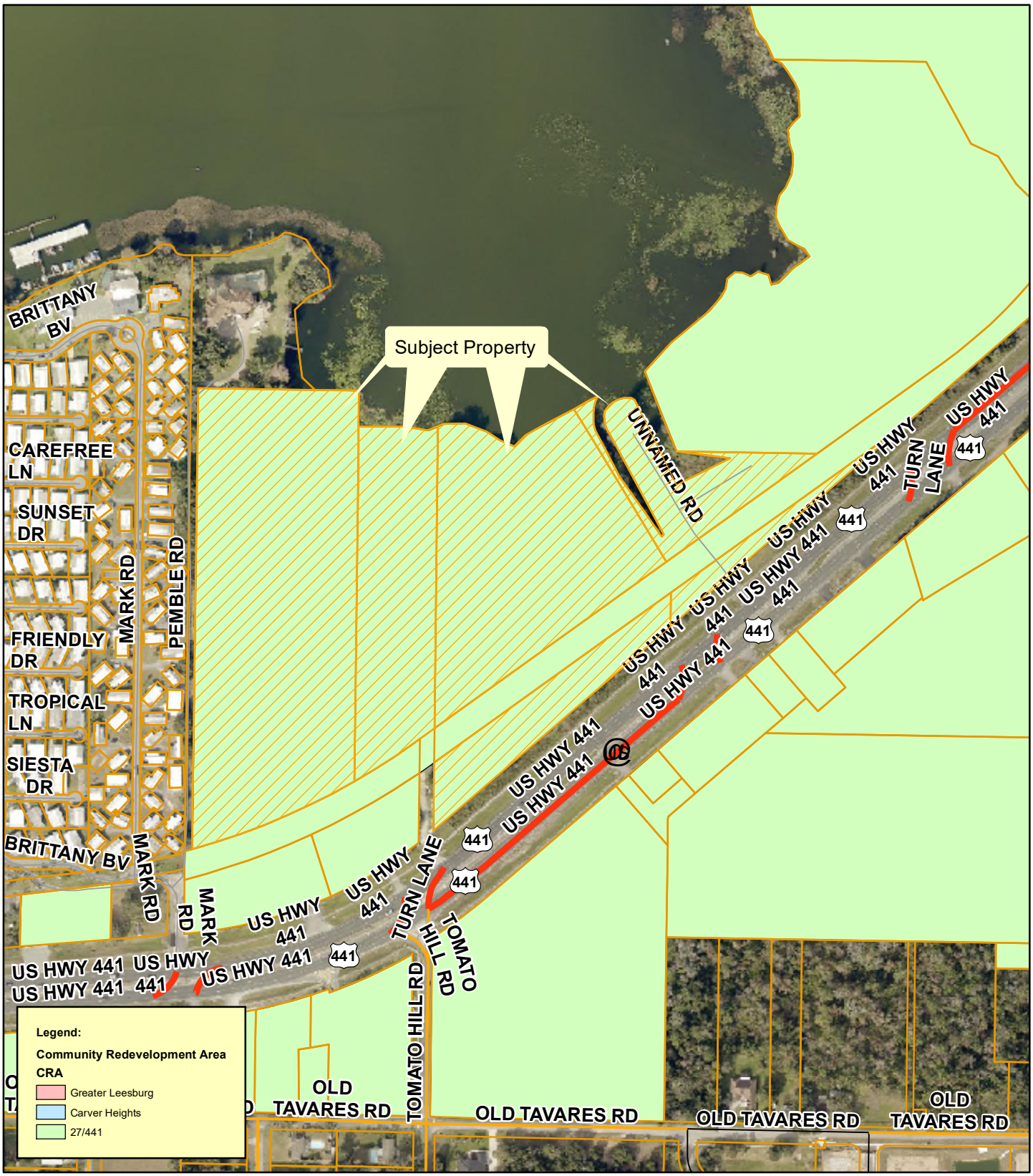
Planning & Zoning Division

N
W E
S

0 80 160 240 320
Feet

Blue Gill Marina & Motorcoach Resort
2210 U. S. Highway 441
AK#: 1801737, 1182964, 1182965, 1703654
Section 20, Township 19 South,Range 25 East
August 3, 2022

Community Redevelopment Area



Planning & Zoning Division

N
W E
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0 80 160 240 320
Feet

Blue Gill Marina & Motorcoach Resort
2210 U. S. Highway 441
AK#: 1801737, 1182964, 1182965, 1703654
Section 20, Township 19 South,Range 25 East
August 3, 2022

City Commission District

Planning & Zoning Division

N
W E
S

0 110 220 330 440
Feet

Blue Gill RV Resort
District 1

Blue Gill Marina

Looking north into the property next to Brittany Estates on corner of Mark Road and access road.

Looking east on access road

Looking south on access road

Looking west on access road into Brittany Estates

Looking north into property on corner of unnamed road and access road

Looking east on access road

Looking south on access road

Looking west on access road

Looking north into property on US Highway 441

Looking east on US Highway 441

Looking south on US Highway 441

Looking west on US Highway 441

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.8.
Meeting Date:	October 10, 2022
From:	Al Minner, (City Manager)
Subject:	An Ordinance of the City of Leesburg, Florida ratifying revisions to the form of Ballot Question Number 1 from the version appearing in Ordinance Number 22-43; providing for inclusion in the Code of Ordinances; providing for severability; providing for conflict; and for providing an effective date.

Staff Recommendation:
Staff recommends approving the Ordinance ratifying revisions to the form of Ballot Question 1 from the version appearing in Ordinance Number 22-43.

Analysis:
The purpose of this Ordinance is to approve and ratify revisions to the form of Ballot Question Number 1 from the version appearing in Ordinance Number 22-43. The original form of Ballot Question Number 1 contained too many words and the revisions are necessary to ensure compliance with applicable law.

Procurement Analysis:
N/A

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

Fiscal Impact:
None

ORDINANCE 2022 - ____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, RATIFYING REVISIONS TO THE FORM OF BALLOT QUESTION NUMBER 1 FROM THE VERSION APPEARING IN ORDINANCE NUMBER 22-43; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 8, 2022, the City Commission of the City of Leesburg passed Ordinance 22-43 (the "Ballot Ordinance"), which proposed an amendment to Section 5 of the City Charter relating to powers of the City and provided for submission of the proposed amendment the electors;

WHEREAS, the Ballot Ordinance contains a form of Ballot which includes Ballot Question Number 1 and Ballot Question Number 2;

WHEREAS, the form of Ballot Question Number 1 contained too many words in its original form and the City Commission desires to ratify revisions to the form of Ballot Question 1 to ensure compliance with applicable laws and regulations;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEESBURG, FLORIDA:

Section 1. The following revisions to the form of Ballot Question Number 1 from the version appearing in the Ballot Ordinance are hereby ratified, confirmed, and accepted by the City Commission of the City of Leesburg:

A. Ballot Question Number 1: **Enterprise Fund Sale Referendum**. ~~Under the current Charter, the sale, lease, conveyance, hypothecation, assignment, or other transfer of any enterprise fund or activity of the City, including the operation of any enterprise of the City may be authorized upon the affirmative vote of a simple majority of the Commissioners. In addition, under the current Charter, the City Commissioners may adopt an ordinance requiring such a referendum upon the affirmative vote of a simple majority of the Commissioners.~~ This amendment would require a referendum and the affirmative vote of at least two thirds (2/3) of the qualified electors ~~of the City~~ to authorize the sale, lease, conveyance, ~~hypothecation,~~ assignment, or other transfer of any City enterprise fund ~~or activity of the City, including operation of any enterprise of the City~~. This amendment would also require the affirmative vote of at least four fifths (4/5) of the City Commissioners to approve an ordinance calling for ~~requiring~~ a referendum to authorize the sale, lease, conveyance, ~~hypothecation,~~ assignment, or other transfer of any City enterprise fund ~~or activity of the City, including operation of any enterprise of the City~~.

Shall the above-described amendment be adopted?

Yes [ ]

No [ ]

Section 3. All provisions of the Ballot Ordinance shall remain in full force and effect except as amended by or otherwise provided in this ordinance. Except as previously stated, all ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall be effective upon passage on second and final reading.

Section 5. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Leesburg, Florida, and the sections of this Ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

Section 7. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

PASSED AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Leesburg, Florida.

[Seal]

_____
Mike Pederson
Mayor

Attest:

_____
J. Andi Purvis
City Clerk

Approved as to form:

_____
William Grant Watson
City Attorney

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
August 31, 2022

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Blastos, Alexander	Send to Attorney	Marina Rent	662.92
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Leesburg Center for the Arts	Working with Police Dept	Security for Art Festival 3/11/22-3/12/22	720.00
VPG Leesburg 1 LLC	Working with Planning & Zoning/Sent to Attorney	P&Z Traffic Study MPO	5,147.50
			7,242.41

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,333.00
			2,333.00

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	2,950.59
			2,950.59

	Total	**12,526.00**

001 FUND TOTAL	**$**	**7,242.41**
013 FUND TOTAL	**$**	**2,333.00**
41 FUND TOTAL	**$**	**2,950.59**
	$	**12,526.00**

Expected write offs as of Aug 31, 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	Number of Accounts Residential	Average Account Balance Commercial	Average Account Balance Residential
October	$ 19,918	3	53	511.79	346.85
November	41,356	6	79	247.65	504.69
December	36,068	3	77	546.70	445.82
January	40,881	4	77	107.41	530.92
February	41,591	2	85	333.51	481.46
March	24,850	1	51	28.37	496.43
April	29,628	2	62	84.85	475.14
May	15,228	1	45	1,033.28	315.46
June	23,799	2	64	220.87	364.96
July	12,964	1	54	86.00	238.48
August	12,097	3	34	1,915.35	186.80
September	8,661	1	41	212.09	206.09
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 Commercia	Number of Accounts Residential	Average Account Balance Commercial	Average Account Balance Residential
October	$ 18,445	3	67	185.97	266.97
November	19,468	6	65	165.85	284.19
December	25,734	3	71	365.75	347.00
January	18,428	1	60	237.64	303.17
February	21,646	2	62	157.19	1,790.76
March	17,878	0	43	0.00	415.78
April	32,964	11	61	1,030.32	354.60
May	15,027	0	47	0.00	319.73
June	29,250	2	71	381.48	401.23
July	34,286	4	79	6,811.79	347.77
August	18,029	3	46	433.27	363.67
September					
Accounts to be writte	$ 251,154	35	672		
Prior Yr to Date	$ 298,381	28	681		
difference - () negative	$ (47,226)	7	(9)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Aug 31, 2022

Prepared by: Finance Department

	Fund Name	Adopted Budget	Receipts: Revenues Amount	Receipts: Non-Revenue Receipts * Amount	Receipts: Total Receipts Amount	Receipts: Total Receipts Percentage	Budget Balance
001	**General Fund**	$ 30,016,590	$ 19,099,681	$ 9,779,789	$ 28,879,470	96%	$ 1,137,120
	Special Revenue Funds						
013	Housing Assistance	139,051	101,099	0	101,099	73%	37,952
021	Debt Service Fund	1,604,163	0	1,614,659	1,614,659	101%	(10,496)
031	Capital Projects Fund	12,918,049	1,598,332	2,630,807	4,229,139	33%	8,688,910
132	Local Option Sales Tax	3,230,643	2,460,089	0	2,460,089	76%	770,554
121	Police Forfeiture Fund	38,104	22,667	0	22,667	59%	15,437
122	Police Education Fund	5,500	4,279	0	4,279	78%	1,221
133	Gas Tax	692,131	722,328	0	722,328	104%	(30,197)
141	Police Impact Fees	9,625	135,393	0	135,393	1407%	(125,768)
142	Fire Impact Fees	220	139,842	0	139,842	63565%	(139,622)
143	Recreation Impact Fees	165,913	233,958	0	233,958	141%	(68,045)
151	Building Fund	1,607,221	889,099	56,480	945,579	59%	661,642
	Community Redevelopment Agencies						
016	Greater Leesburg CRA Fund	658,774	558,349	0	558,349	85%	100,425
017	Carver Heights CRA Fund	655,981	516,502	0	516,502	79%	139,479
018	Highway 27/441 CRA Fund	1,295,043	1,365,618	0	1,365,618	105%	(70,575)
	Total General Governmental Funds	53,037,008	27,847,237	14,081,735	41,928,972	79%	11,108,036
	Enterprise Funds						
014	Stormwater Utility Fund	2,563,986	1,553,775	0	1,553,775	61%	1,010,211
041	Electric Utility Fund	69,763,196	72,250,817	223,397	72,474,214	104%	(2,711,018)
042	Gas Utility Fund	9,441,921	9,072,375	510,060	9,582,435	101%	(140,514)
043	Water Utility Fund	12,957,423	9,419,655	222,099	9,641,754	74%	3,315,669
044	Wastewater Utility Fund	47,188,777	14,352,008	5,500,000	19,852,008	42%	27,336,769
046	Sanitation Services Fund	4,770,464	4,381,563	0	4,381,563	92%	388,901
048	Airport Fund	6,886,566	2,258,112	20,000	2,278,112	33%	4,608,455
	Internal Service Funds						
064	Health Insurance Fund	7,071,156	6,715,225	154,870	6,870,095	97%	201,061
065	Workers' Compensation Insurance Fund	616,033	914,491	0	914,491	148%	(298,458)
066	Risk Management Fund	803,803	918,745	0	918,745	114%	(114,942)
510	Fleet Maintenance Fund	4,078,640	2,622,966	599,263	3,222,229	79%	856,411
	Pension Trust Funds						
061	Municipal Police Retirement Trust Fund	1,799,754	(1,620,061)	0	(1,620,061)	-90%	3,419,815
062	Municipal Firemen's Retirement Trust Fund	1,537,217	(1,519,045)	0	(1,519,045)	-99%	3,056,262
063	General Employees' Retirement Fund	2,974,950	(1,459,339)	0	(1,459,339)	-49%	4,434,289
	Total All Funds	$ 225,490,894	$ 147,708,522	$ 21,311,425	$ 169,019,947	75%	$ 56,470,947

* 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 Aug 31, 2022

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
General Fund	$ 30,016,590	$ 26,731,628	89%	$ 3,284,962	$ 2,147,842
Special Revenue Funds					
Housing Assistance	139,051	104,095	75%	34,956	(2,996)
Debt Service Fund	1,604,163	1,613,312	101%	(9,149)	1,347
Capital Projects Fund	12,918,049	4,181,485	32%	8,736,564	47,654
Local Option Sales Tax	3,230,643	2,648,413	82%	582,230	(188,323)
Police Forfeiture Fund	38,104	0	0%	38,104	22,667
Police Education Fund	5,500	6,523	119%	(1,023)	(2,244)
Gas Tax	692,131	755,080	109%	(62,949)	(32,752)
Police Impact Fees	9,625	12,180	127%	(2,555)	123,213
Fire Impact Fees	220	10,660	4845%	(10,440)	129,182
Recreation Impact Fees	165,913	186,120	112%	(20,207)	47,838
Building Fund	1,607,221	1,248,025	78%	359,196	(302,447)
Community Redevelopment Agencies					
Greater Leesburg CRA Fund	658,774	651,321	99%	7,453	(92,972)
Carver Heights CRA Fund	655,981	518,011	79%	137,970	(1,509)
Highway 27/441 CRA Fund	1,295,043	925,433	71%	369,610	440,186
Total General Governmental Funds	53,037,008	39,592,286	75%	13,444,722	2,336,686
Enterprise Funds					
Stormwater Utility Fund	2,563,986	1,160,373	45%	1,403,613	393,402
Electric Utility Fund	69,763,196	71,815,376	103%	(2,052,180)	658,838
Gas Utility Fund	9,441,921	7,606,391	81%	1,835,530	1,976,044
Water Utility Fund	12,957,423	7,534,025	58%	5,423,398	2,107,728
Wastewater Utility Fund	47,188,777	10,145,714	22%	37,043,063	9,706,294
Sanitation Services Fund	4,770,464	4,819,321	101%	(48,857)	(437,758)
Airport Fund	6,886,566	2,282,025	33%	4,604,541	(3,913)
Internal Service Funds					
Health Insurance Fund	7,071,156	7,362,842	104%	(291,686)	(492,747)
Workers' Compensation Insurance Fund	616,033	510,927	83%	105,106	403,564
Risk Management Fund	803,803	1,076,734	134%	(272,931)	(157,989)
Fleet Maintenance Fund	4,078,640	3,282,289	80%	796,351	(60,061)
Pension Trust Funds					
Municipal Police Retirement Trust Fund	1,799,754	1,776,710	99%	23,044	(3,396,771)
Municipal Firemen's Retirement Trust Fund	1,537,217	1,437,462	94%	99,755	(2,956,506)
General Employees' Retirement Fund	2,974,950	2,917,410	98%	57,540	(4,376,750)
Total All Funds	$ 225,490,894	$ 163,319,886	72%	$ 62,171,008	$ 5,700,061

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Aug 31, 2021

Prepared by: Finance Department

			Receipts				
		Adopted	Revenues	Non-Revenue Receipts *	Total Receipts		Budget
	Fund Name	Budget	Amount	Amount	Amount	Percentage	Balance
001	**General Fund**	$ 27,114,473	$ 18,242,616	$ 9,477,833	$ 27,720,449	102%	($ 605,976)
	Special Revenue Funds						
013	Housing Assistance	126,457	65,790	0	65,790	52%	60,667
021	Debt Service Fund	1,481,480	0	1,613,347	1,613,347	109%	(131,867)
031	Capital Projects Fund	11,394,716	431,081	817,985	1,249,065	11%	10,145,651
132	Local Option Sales Tax	1,716,910	2,150,514	0	2,150,514	125%	(433,604)
121	Police Forfeiture Fund	6,413	589	0	589	9%	5,824
122	Police Education Fund	5,500	4,327	0	4,327	79%	1,173
133	Gas Tax	1,098,380	654,822	0	654,822	60%	443,558
141	Police Impact Fees	106,946	255,255	0	255,255	239%	(148,309)
142	Fire Impact Fees	0	21,880	0	21,880	0%	(21,880)
143	Recreation Impact Fees	0	200,264	0	200,264	0%	(200,264)
151	Building Fund	1,290,859	893,623	49,740	943,363	73%	347,496
	Community Redevelopment Agencies						
016	Greater Leesburg CRA Fund	656,659	545,685	0	545,685	83%	110,974
017	Carver Heights CRA Fund	435,309	414,787	0	414,787	95%	20,522
018	Highway 27/441 CRA Fund	1,164,353	1,193,481	0	1,193,481	103%	(29,128)
	Total General Governmental Funds	46,598,455	25,074,714	11,958,904	37,033,619	79%	9,564,836
	Enterprise Funds						
014	Stormwater Utility Fund	1,754,139	1,492,274	0	1,492,274	85%	261,865
041	Electric Utility Fund	73,832,723	54,047,400	625,404	54,672,804	74%	19,159,919
042	Gas Utility Fund	7,632,052	6,890,029	243,419	7,133,448	93%	498,604
043	Water Utility Fund	11,028,719	8,720,333	184,864	8,905,197	81%	2,123,522
044	Wastewater Utility Fund	39,842,186	14,001,789	0	14,001,789	35%	25,840,397
046	Sanitation Services Fund	4,378,632	4,169,065	0	4,169,065	95%	209,567
048	Airport Fund	8,980,741	7,175,492	0	7,175,492	80%	1,805,249
	Internal Service Funds						
064	Health Insurance Fund	8,062,269	7,902,122	1,000,000	8,902,122	110%	(839,853)
065	Workers' Compensation Insurance Fund	1,404,955	668,083	0	668,083	48%	736,872
066	Risk Management Fund	822,063	836,292	0	836,292	102%	(14,229)
510	Fleet Maintenance Fund	4,282,875	2,604,079	1,124,588	3,728,667	87%	554,208
	Pension Trust Funds						
061	Municipal Police Retirement Trust Fund	1,749,704	6,818,490	0	6,818,490	390%	(5,068,786)
062	Municipal Firemen's Retirement Trust Fund	1,498,794	6,305,432	0	6,305,432	421%	(4,806,638)
063	General Employees' Retirement Fund	3,057,439	9,921,218	0	9,921,218	324%	(6,863,779)
	Total All Funds	$ 214,925,746	$ 156,626,810	$ 15,137,179	$ 171,763,990	80%	$ 43,161,756

* 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 Aug 31, 2021

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
General Fund	$ 27,114,473	$ 25,508,063	94%	$ 1,606,410	$ 2,212,386
Special Revenue Funds					
Housing Assistance	126,457	119,655	95%	6,802	(53,865)
Debt Service Fund	1,481,480	1,612,862	109%	(131,382)	485
Capital Projects Fund	11,394,716	6,953,384	61%	4,441,332	(5,704,319)
Local Option Sales Tax	1,716,910	1,356,725	79%	360,185	793,789
Police Forfeiture Fund	6,413	0	0%	6,413	589
Police Education Fund	5,500	6,027	110%	(527)	(1,699)
Gas Tax	1,098,380	1,018,619	93%	79,761	(363,797)
Police Impact Fees	106,946	108,071	101%	(1,125)	147,183
Fire Impact Fees	0	260	0%	(260)	21,620
Recreation Impact Fees	0	9,820	0%	(9,820)	190,444
Building Fund	1,290,859	1,200,238	93%	90,621	(256,875)
Community Redevelopment Agencies					
Greater Leesburg CRA Fund	656,659	595,754	91%	60,905	(50,069)
Carver Heights CRA Fund	435,309	144,585	33%	290,724	270,202
Highway 27/441 CRA Fund	1,164,353	543,299	47%	621,054	650,182
Total General Governmental Funds	46,598,455	39,177,361	84%	7,421,094	(2,143,742)
Enterprise Funds					
Stormwater Utility Fund	1,754,139	1,089,875	62%	664,264	402,400
Electric Utility Fund	73,832,723	54,345,946	74%	19,486,777	326,858
Gas Utility Fund	7,632,052	5,618,064	74%	2,013,988	1,515,384
Water Utility Fund	11,028,719	7,205,985	65%	3,822,734	1,699,212
Wastewater Utility Fund	39,842,186	9,426,948	24%	30,415,238	4,574,841
Sanitation Services Fund	4,378,632	4,107,421	94%	271,211	61,643
Airport Fund	8,980,741	2,268,617	25%	6,712,124	4,906,875
Internal Service Funds					
Health Insurance Fund	8,062,269	7,959,762	99%	102,507	942,360
Workers' Compensation Insurance Fund	1,404,955	1,646,750	117%	(241,795)	(978,667)
Risk Management Fund	822,063	836,843	102%	(14,780)	(551)
Fleet Maintenance Fund	4,282,875	3,411,354	80%	871,521	317,313
Pension Trust Funds					
Municipal Police Retirement Trust Fund	1,749,704	1,041,875	60%	707,829	5,776,614
Municipal Firemen's Retirement Trust Fund	1,498,794	1,366,625	91%	132,169	4,938,806
General Employees' Retirement Fund	3,057,439	2,693,949	88%	363,490	7,227,269
Total All Funds	$ 214,925,746	$ 142,197,377	66%	$ 72,728,369	$ 29,566,613

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
8/31/2022

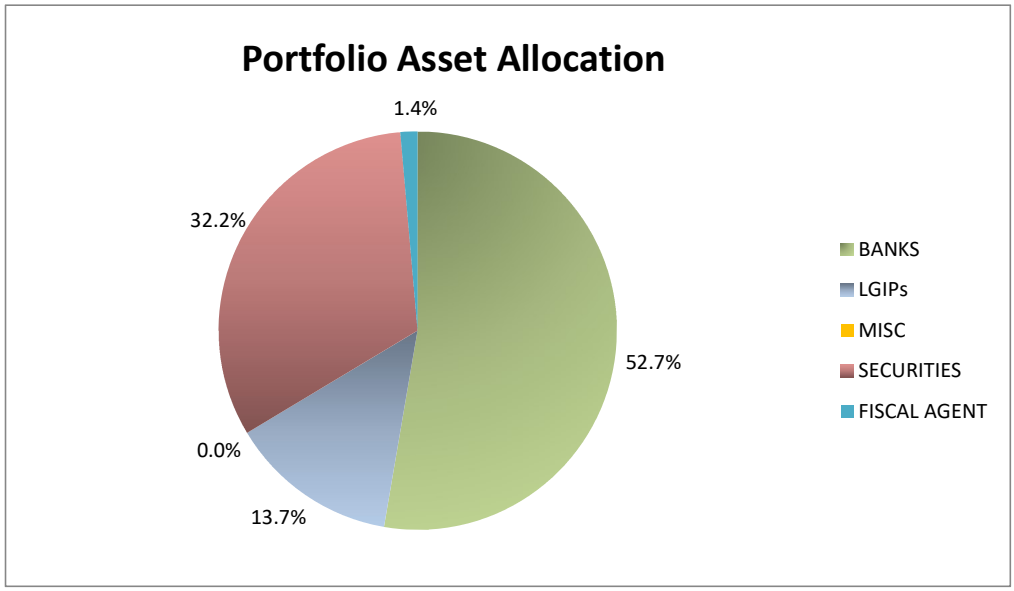
POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		$81,828,157.54	$14,965,217.76	$5,281,255.02	$ 33,716.02	$ 1,248,492.94	$15,040,496.43	$ 4,364,360.68	$ 7,638,250.51	$ 14,618,000.91		$ 1,782,290.61	$3,549,902.94	$4,314,756.66	$ 2,209,468.50	$ 6,781,948.56
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,585,716.28					4,918,632.69	1,052,332.13	609,956.46	1,950.00		2,845.00				
	RENEWL & REPLCMNT	20,531,642.30	2,013,680.96	18,322.46			2,513,083.47	371,392.46	2,644,054.32	11,650,167.36		850,000.00				470,941.27
	BOND/NOTE SINKING FUND	36,025,545.95		146,737.46			3,531,317.57	83,247.01	799,196.24	31,465,047.67						
	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	7,842,924.56							2,002,886.40	5,840,038.16						
	OTHER RESTRICTED CASH	11,091,881.01		72,593.21		10,912,252.69										
	DEVELOPER CONTRIBUTIONS	572,547.92					567,418.52	5,129.40								
	RATE STABILIZATION	(9,343,227.00)					(9,343,227.00)									
SUBTOTAL OF RESTRICTED CASH		74,267,804.15	2,013,680.96	1,198,426.26		10,912,252.69	2,187,225.25	1,512,101.00	6,056,093.42	48,957,203.19		852,845.00				470,941.27
TOTAL POOLED CASH		$156,095,961.69	$ 16,978,898.72	$ 6,479,681.28	$ 33,716.02	$ 12,160,745.63	$ 17,227,721.68	$ 5,876,461.68	$ 13,694,343.93	$ 63,575,204.10	$ -	$ 2,635,135.61	$ 3,549,902.94	$ 4,314,756.66	$ 2,209,468.50	$ 7,252,889.83
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	2,205,910.90			1,152,280.28			176,719.49	367,590.66	509,320.47						
	DEPOSITORY TRUST ACCOUNT															
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		2,205,910.90			1,152,280.28			176,719.49	367,590.66	509,320.47						
TOTAL POOLED CASH AND INVEST		$158,301,872.59	$16,978,898.72	$ 6,479,681.28	$1,185,996.30	$12,160,745.63	$17,227,721.68	$6,053,181.17	$14,061,934.59	$64,084,524.57		$2,635,135.61	$3,549,902.94	$4,314,756.66	$2,209,468.50	$7,252,889.83

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		$ 5,281,255.02	$ 243,539.59	$ (7,782.21)	$ 188,396.56	$ 2,147,322.71	$ 103,569.11	$ (0.37)	$ 960,476.64	$ 446,429.62	$ 724,819.92	$ 176,510.21	$ 297,973.24
RESTRICTED CASH													
	HUD SHIP PROGRAM & $HOUSE PROCEEDS	72,593.21	72,593.21										
	BOND/NOTE SINKING FUND	146,737.46		86,348.99		60,388.47							
	SIGN GRANT	360,773.13		91,577.78	100,000.00	169,195.35							
	R&R / OTHER RESTRICTED	18,322.46	18,322.46										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		$ 1,198,426.26	$ 90,915.67	$ 177,926.77	$ 100,000.00	$ 829,583.82	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL POOLED CASH		$ 6,479,681.28	$ 334,455.26	$ 170,144.56	$ 288,396.56	$ 2,976,906.53	$ 103,569.11	$ (0.37)	$ 960,476.64	$ 446,429.62	$ 724,819.92	$ 176,510.21	$ 297,973.24
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		$ -											
TOTAL POOLED CASH AND INVEST		$ 6,479,681.28	$ 334,455.26	$ 170,144.56	$ 288,396.56	$ 2,976,906.53	$ 103,569.11	$ (0.37)	$ 960,476.64	$ 446,429.62	$ 724,819.92	$ 176,510.21	$ 297,973.24

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	$ 6,781,948.56	$ 2,180,657.34	$ 1,457,081.45	$ -	$ 3,144,209.77
RESTRICTED CASH	470,941.27				470,941.27
SUBTOTAL OF RESTRICTED CASH	$ 470,941.27	$ -	$ -	$ -	$ 470,941.27
TOTAL POOLED CASH	$ 7,252,889.83	$ 2,180,657.34	$ 1,457,081.45	$ -	$ 3,615,151.04
TOTAL POOLED CASH AND INVESTMENTS	$ 7,252,889.83	$ 2,180,657.34	$ 1,457,081.45	$ -	$ 3,615,151.04

CITY OF LEESBURG
INVESTMENT REPORT
8/31/2022

DESCRIPTION		BALANCE 8/31/2022
BANK OPERATING AND SAVINGS ACCOUNTS		
Truist Bank - Disbursement	$73,579,098	
TD Bank - Savings	4,017,617	
CenterState Bank - Savings	5,771,731	
Centerstate Bank - CD	0	
Synovus - CD	0	
		$83,368,445
LOCAL GOVERNMENT INVESTMENT POOLS		
FLSAFE	7,813,849	
FLCLASS	9,893,768	
FLPRIME	4,024,899	
		21,732,516
U S TREASURY MONEY MARKET FUND (FGU Deposit)		0
US BANK (Fiscal Agent)		2,205,911
CHANDLER ASSET MANAGEMENT (SECURITIES)	49,995,000	
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000	
		50,995,000
TOTAL INVESTMENTS		158,301,873
MARKET ADJUSTMENT		(836,802)
TOTAL VALUE OF INVESTMENTS		**$157,465,071**