



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
August 8, 2023, 6:00 PM

WORK SESSION AGENDA

CALL TO ORDER

ROLL CALL

DISCUSSION ITEMS

1. Draft Mount Dora Groves Northeast Pre-Annexation, Utility Service, and Drainage Easement Agreement

FUTURE MEETING DATES

1. August 15, 2023, 6:00 PM, Regular Session
2. August 28, 2023, 6:00 PM, Final Budget Workshop
3. September 7, 2023, 6:15 PM, Regular Session (CRA and Northeast CRA Governing Board Sessions begin at 6:00 PM)
4. September 21, 2023, 6:00 PM, Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON 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. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: August 8, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Draft Mount Dora Groves Northeast Pre-Annexation, Utility Service, and Drainage Easement Agreement

Introduction:

This is an opportunity for the City Council to discuss the draft pre-annexation and utility agreement.

Discussion:

The draft agreement is a precursor to annexation of the lands located on both sides of US Highway 441, east of Donnelly Street, and north of Limit Avenue. These lands are currently not within the city limits. The total land area is 224.21 acres and includes Loch Leven (Lake on the north side of US Hwy. 441). These parcels were previously assigned a County land use designation and County PUD zoning in December 2022 for a mixture of housing types and a commercial center. The uses and design standards are included in the attached County's adopted PUD zoning ordinances.

The developer is currently in the process of the construction plan review stage. The developer has filed with the County a Site Plan for the south side of US Highway 441 for mass grading and construction of extensions to Grandview Street and Fiddler Drive. A Preliminary Plat (Mount Dora North PUD) has been filed with the County for 158 single-family units (developable acres 51.84 acres) with lot sizes at 40 feet, 50 feet, and 70 feet. In cooperation with the recently reinstated Joint Planning Agreement (JPA), City staff was provided a copy of these development plans and has provided a series of code compliance and zoning ordinance review items. Both plan sets are still under County and City staff review.

The agreement is a comprehensive document addressing various development processes, utilities, annexations timing, and connection of a drainage easement on the Limit Avenue City parcel. This particular draft agreement appears to be overreaching in contrast to a normal pre-annexation and utility agreement. Previous agreements generally touched on land use/zoning, commitment for annexations, basic design standards (if applicable), and utilities. The Mount

Dora Groves North & South was granted land use and zoning (PUD) by the County, and the agreement should confirm these ordinances, if so accepted by the City.

The City's utility staff has noted that potable water capacity for new projects throughout the City is available and currently not an issue. However, the wastewater capacity, specific to Wastewater Plant Two located at US 441, is a concern. Although, Plant One has capacity concerns as well. The City is currently in the process of implementing sewer capacity improvements and future sewer plant expansions (proposed budget FY23-24). Also, the City is in the process of a sewer impact fee study. The developer is asking to lock in the impact fee schedule at today's rates. This proposal, on this issue alone, is not supported by City staff.

There appears to be a strategy by the developer to by-pass City central water and sewer, not annex, and pursue Eustis as the utility provider. The City does have a JPA with Eustis that will need legal review. Obviously, this would be a loss to City impact fees, etc. Other impact fees would be in jeopardy as well, as staff have noted in previous work sessions with City Council. The option to expand the Northeast CRA boundary would be another concern if annexation is not supported. Staff felt all various issues needed to be highlighted up-front.

OVERALL CONCERNS:

1. Trigger date on the intention to annex.
2. Appeal contingency clause.
3. Outside reviewers for site plans. Building permit related inspections are acceptable, as allowed by Florida Statutes.
4. No step by step is needed for the annexation process.
5. Impact fee vesting.
6. Water and wastewater: Could be in a separate phased agreement that would match development phases.
7. Waiver of development fees.
8. Golf Cart Trail connection is required for Mount Dora North development. The developer has removed it from the recent Preliminary Plat drawing version.
9. Potential adverse impacts on the City's public works complex project due to various unresolved grading and drainage conflicts within the Mount Dora Groves site development plan remain to be resolved.
10. The City has made several development review comments regarding the Groves paving, grading, and drainage design that would become a burden on the City if not corrected before the infrastructure is transferred into City ownership.

Budget Impact:

No budget impacts associated with annexation agreements. The City's ad valorem tax base will expand as the City Limits of the City are annexed in a logical pattern.

Future action items by the Northeast CRA Governing Board and City Council could allow for opportunities for boundary expansions for lands located south of US 441 (Mount Dora Groves South PUD) and possible funding for the NE-CRA redevelopment programs.

Strategic Impact:

The City's annexation program is consistent with Growth Management and Economic Development Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits.

GOAL 1: Economic Development.

GOAL 2: Infrastructure / Public Safety

Recommendation:

City Council to provide feedback and advise staff on the merits of the draft agreement.

Attachment(s):

1. Attachment #1 DRAFT Northeast Utility Service Agreement (7.19.23)
2. Attachment #2 County Ord2022-44 Mount Dora Groves North PUD
3. Attachment #3 MD Groves South PUD Concept Plan
4. Attachment #4 County Ord2022-57 Mount Dora Groves South PUD

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: GEORGE MAREK, Interim Public Works Director

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 8/2/2023

Approved - 8/2/2023

Final Approval

DRAFT

**NORTHEAST UTILITY SERVICE AND EASEMENT AGREEMENT AND
ANNEXATION COVENANT**

THIS NORTHEAST UTILITY SERVICE AND EASEMENT AGREEMENT AND ANNEXATION COVENANT (the “**Agreement**”) is entered into by and between the **City of Mount Dora** (“**City**”), and **Brochman, LLC**, a Florida limited liability company, located at 1316 West Swann Avenue, Tampa, FL 33606, **Simpson Family Partnership, Ltd.**, a Florida limited partnership, located at 445 Limit Avenue, Mount Dora, FL 32757, and **Mount Dora Groves Company**, a Florida for profit corporation, located at 445 Limit Avenue, Mount Dora, FL 32757, and their successors and/or assigns (collectively, the “**Developer**”).

WHEREAS, the Developer real property generally located on the north and south sides of US Highway 441, north of Limit Avenue, and east of Donnelly Street, with tax parcel identification numbers 20-19-27-0001-000-00500 (Alt. Key 1445671) and 20-19-27-0003-000-05900, (Alt. Key 3884341) (collectively, the “**North Property**”), 20-19-27-0002-000-05800, (Alt. Key 3884340), 19-19-27-0600-00L-00000, (Alt. Key 3816281), 20-19-27-0003-000-01400, (Alt. Key 1445698), 20-19-27-0003-000-01200, (Alt. Key 1445647), and 20-19-27-0002-000-01000 (Alt. Key 1445710) (collectively, the “**South Property**”; together with the North Property, the “**Property**”), as collectively described in **Exhibit “A”**; and

WHEREAS, the City previously adopted their Chapter 180 Utility District, which addresses the provision of public works by municipalities within their corporate limits; and

WHEREAS, the Property is located within the Chapter 180 Utility District; and

WHEREAS, the City is the owner and operator of water production and distribution facilities (“**Water Facilities**”) and sanitary sewer collection and treatment facilities (“**Sewer Facilities**”) and wastewater reuse facilities (“**Reuse Facilities**”; together with Sewer Facilities and Water Facilities, the “**Facilities**”); and

WHEREAS, the Property is also currently located within the jurisdictional boundaries of Lake County (the “**County**”); and

WHEREAS, the County previously adopted Ordinance 2022-56 (FLU 22-04-04, Mount Dora Groves South), Ordinance 2022-57 (RZ-22-13-4, Mount Dora Groves South), as may be amended (the “**South Ordinances**”), Ordinance 2022-43 (FLU 22-05-04, Mount Dora Groves North) and Ordinance 2022-44 (RZ-22-14-4, Mount Dora Groves North), as may be amended (the “**North Ordinances**”; together with the South Ordinances, the “**Ordinances**”, a copy of each of the Ordinances are attached hereto as composite **Exhibit “B”**); and

WHEREAS, the South Ordinances establish the right of the property owner to build 783 residential dwelling units (including single family, townhome, multifamily and multifamily detached products) and 150,000 square feet of commercial uses on the South Property (the “**South Project**”); and

WHEREAS, the North Ordinances establish the right of the property owner to build 275 single family homes on the North Property (the “**North Project**”, together with the South Project, the “**Project**”); and

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WHEREAS, the Developer voluntarily included provisions in the Ordinances to satisfy the requests of the City; and

WHEREAS, the parties agree that the Ordinances therefore meet the overall intent and spirit of the City's Land Development Code (the "**Code**"); and

WHEREAS, the Developer is not required to annex the Property into the City under the Ordinances; and

WHEREAS, the Ordinances specifically provide the Developer with the right to provide central water and sewer through alternative means as approved by the County; and

WHEREAS, the Developer has the right to apply for and obtain all permits and approvals for construction of the Project from the County and to complete such construction within the County; and

WHEREAS, the City has identified the short and long-term benefits of annexing the Property into the City for reasons outside of collection of fees for the provision of utilities to the Property; and

WHEREAS, the Northeast Community Redevelopment Agency (the "**Northeast CRA**") would benefit significantly from the annexation of the Property into the City; and

WHEREAS, the Northeast CRA is a public agency created by the City Council to revitalize the area generally located south of Limit Avenue, north of 11th Avenue, east of Baker Street, and west of U.S. Highway 441; and

WHEREAS, the Northeast CRA is charged with undertaking redevelopment functions in the Northeast Community Redevelopment District which are intended to encourage investment into private properties in the area and to increase business activity; and

WHEREAS, the City acknowledges that funding does not currently exist, and will not exist without the expansion of the Northeast CRA boundaries over the South Property (the "**CRA Expansion**"), for necessary redevelopment and beautification efforts in the Northeast Community Redevelopment District; and

WHEREAS, the annexation of the South Property into the City under mutually agreeable terms will ensure that the City can realize the significant and impactful economic benefits of including the south Property within the Northeast CRA boundaries; and

WHEREAS, the City has already performed the Mount Dora Community Redevelopment Agency Updated Agency Redevelopment Plan, including the Findings of Necessity and Redevelopment Strategy to legally justify the modification of the boundaries for the Northeast CRA to include the South Property; and

WHEREAS, the City recognizes the value of having the South Property within its jurisdictional boundaries, including the potentially significant increase in taxable value from the CRA Expansion and resulting 25-year tax increment revenue generation from the South Project alone; and

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WHEREAS, such revenue generation would allow the City to accomplish certain Northeast CRA redevelopment goals, including but not limited to the establishment of a multi-purpose community/recreation center, creation of workforce and job training programs; repositioning of the Northeast CRA through branding, marketing and wayfinding initiatives; incorporation of cultural arts, education, and recreational events; improvement of pedestrian, bicyclist and other transit connectivity; construction of roadway, sidewalk, landscaping, stormwater, infrastructure, open space and community enhancement improvements; support of redevelopment efforts and establishment of more affordable housing options within the City; and

WHEREAS, without the Developer's consent to this Agreement, such economic benefits and transformative community impacts would be lost to the City; and

WHEREAS, the parties desire to reduce to writing and confirm specific terms and conditions of their understanding and agreement related to the Developer's Project and the annexation of the Property.

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, premises, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated as a material part of this Agreement as if fully set forth herein.
2. **Annexation, Issuance of Approvals and Project Entitlements**
 - a. The parties acknowledge that the Property is still within the jurisdictional boundaries and control of Lake County. Unless and until such time as the Property is annexed into the City, the Developer shall fully process all approvals, including but not limited to land use and zoning, site plans, construction plans, architectural design plans and renderings, preliminary plat, final plat, building plans and engineering plans and all concurrency review and approval (collectively, the "**County Approvals**") through the County.
 - i. The Developer shall have the option of utilizing a third-party development review service for plan review in the County, including but not limited to Inspire-Placemaking Collective and Halff Engineering, which firm and assigned reviewer therein shall be agreed upon by the Developer. In the event such third party is utilized, the City shall (1) provide the same third party reviewer with authority to also review and approve any submittals made (pre and/or post-annexation) to the City by the Developer, and (2) provide the same third party reviewer with authority to administratively approve any non-substantial modifications (without the requirement for a public hearing) for any Developer requested changes to the Project that do no impact density or intensity of uses, and (3) ensure such third party reviewer conducts any such review and issues their comments to the Developer within a 10 business day period from their receipt of the respective submittal.
 - ii. In addition, the City agrees that the Developer may contract with a third party reviewer of their choice, for review of Developer's engineering plans

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and the City shall treat such third party reviewer as having authority to (1) also review and approve any submittals made (pre and/or post-annexation) to the City by the Developer, and (2) administratively approve any non-substantial modifications (without the requirement for a public hearing) for any Developer requested changes to engineering components of the Project that do not increase density or intensity of uses.

- iii. The Developer shall have the option of utilizing a private provider for all mandatory building code inspections and/or plan review in lieu of the City's building department, pursuant to Florida Statutes Section 553.791. The Developer intends to use MTCI Private Provider Services, LLC, but may contract for the building code inspection and/or plan review services with any firm that meets statutory criteria.
- b. Prior to annexation, based on certain intergovernmental coordination efforts, the County may provide the City with copies of Developer's applications and any plans and/or permits for City's review. The City may have the opportunity for a review of permits and plans that have been submitted to the County by the Developer, but the City shall not have final authority over issuance of any such permits, plans or other approvals sought by Developer and the City shall limit their review to comments on utilities only. Any such permit and/or plan review and issuance of formal comments by the City shall be conducted within 10 business days of receipt of plans from the County or Developer; failure by the City to provide comments within such 10 business day period shall evidence the City's approval of the same.
- c. After the Effective Date of this Agreement and prior to annexation, the Developer may provide to the City certain plans of its choosing for courtesy preliminary review by the planning and development director or its designee, including but not limited to architectural plans and a final plat, which the Developer may choose to submit at a later date to the City following annexation. The City acknowledges that there may be items that have administrative approval rights under the City's Code and prior to annexation the planning and development director or its designee is permitted to review and provide administrative approval of those items, which approval would be upheld following any annexation of the Property. In the event such plans are submitted for courtesy review, the City agrees to conduct such review and issuance of comments within 10 business days of receipt of such plans from the Developer. Failure by the City to provide comments within such 10 business day period shall evidence the City's approval of the same. In the event such pre-annexation plan review occurs and the City provides its approval of the same, following annexation, if the plans have not changed then such prior approval shall be binding without modification.
- d. Any and all County Approvals obtained by the Developer will be accepted "as is" and without modification by the City. All County Approvals shall be honored by the City after annexation and cannot be modified without the Developer's sole consent. If the County issues permits to Developer prior to annexation into the City, then the City shall allow the County to provide permitting, plan review and inspection services through the completion of the project described in the scope of such permit (which would include permits that expire and need to be reissued to complete the original permit work). The City shall allow the County to provide permitting, plan review and inspection services through the completion of the project for all associated sub-permits and fire protective systems associated with an issued master permit. Moreover, the City shall allow the County to process permit revisions. If there is an open permit at the time of annexation which for any reason

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is not reviewed and finalized by the County in accordance with the preceding provisions, the City shall use the same third party inspector (if one was utilized by the County) to finish out the review and permit issuance in the City; otherwise, the Developer shall have the option of utilizing a third party provider as set forth in this Agreement. For additional clarity and by way of example, if the County has approved a preliminary plat for any portion of the Projects prior to annexation, the Developer shall not be required to submit a preliminary plat to the City, rather the City will process the existing County approved preliminary plat as the basis for issuance of a final plat in the City. With regards to final plat, the Developer shall be permitted to sell any lots or buildings on the Property (via metes and bounds description) prior to a final plat approval by the City. For additional clarity, if all permits have been pulled from the County, the Developer will be entitled to commence construction in the City without the need for any additional permits or City review of such County Approvals authorizing the work. Thus, at Developer's sole discretion, Developer may elect to have some or all of its building permits within two (2) business days of such request for all or some, if Developer chooses to phase the development of the Property, provided to Developer by the City.

- e. The North Property and South Property may be annexed into the City at different dates. The Parties understand that the first public hearing/reading of an annexation ordinance is not required to be advertised, but the second reading of any annexation ordinance requires advertisement and a public hearing. At the Developer's request, the City shall hold a first reading in advance of the annexation trigger dates described below so that a second reading (whereby any annexation ordinance would be executed that same day by the City to ensure a concurrent effective date thereof) and expiration of a thirty (30) day appeal period would both occur in less than forty-five (45) days from such trigger. By way of example, the Developer may elect to have a first reading in June 6, 2023, and not hold a second and final reading until October 10, 2023; such appeal period would therefore expire on November 9, 2023.
 - i. At the Developer's request, the City shall hold the first reading of the annexation for the North Property and South Property on the same City Council public hearing agenda for approval of this Agreement; which annexation reading shall be subsequent to the adoption of this Agreement. In the event this Agreement is denied at such hearing, the annexation shall be withdrawn by the Developer. In the event this Agreement is tabled to a future hearing date, the annexation hearing shall also be tabled to the same hearing date and shall be heard subsequent on the agenda to this Agreement. The second adoption reading for an annexation of either property shall not be scheduled to occur before City Council without the Developer's prior written consent to the same, as described below.
 - ii. The Developer shall provide written notice to the City of its intent to annex (the "**North Annexation Trigger**"). Following the North Annexation Trigger, the City shall immediately advertise for the necessary public hearing(s) for approval of the annexation of the North Property, which public hearing shall occur within fourteen (14) days of the North Annexation Trigger; the City shall advertise and schedule any special meetings as may be necessary to accomplish the same. The second reading before the City Council shall occur on a publicly advertised date chosen by the Developer so long as the City can meet notice requirements under applicable laws and regulations.

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- iii. The Developer shall provide written notice to the City of its intent to annex (the “**South Annexation Trigger**”). Following the South Annexation Trigger, the City shall immediately advertise for the necessary public hearing(s) for approval of the annexation of the South Property, which public hearing shall occur within fourteen (14) days of the South Annexation Trigger; the City shall advertise and schedule any special meetings as may be necessary to accomplish the same. The second reading before the City Council shall occur on a publicly advertised date chosen by the Developer so long as the City can meet notice requirements under applicable laws and regulations.
- iv. As permitted under Florida Statutes Section 171.062, the Property’s existing County Future Land Use and Zoning designations established under the Ordinances may legally remain unchanged by the City following annexation. Accordingly, the County land use entitlements vested under the Ordinances shall remain unchanged until both Properties have been annexed into the City and the last certificate of occupancy is delivered for all entitled 1,058 residential units and 150,000 square feet of commercial uses on the Property. Within 30 days following the issuance of such final certificate of occupancy, the Developer will submit the necessary land use and zoning change applications to the City, free of charge, to bring the Property in under an analogous future land use and PUD zoning which shall not reduce the density and intensity of development granted under the Ordinances; the City shall process the same expeditiously and include such application requests on the City’s next available hearing agendas once a sufficiency review has been completed (but no later than 45 days following Developer’s submittal of the applications). As the Project shall be built out in the County under County Approvals and the Ordinances, the City’s annexation and any City adoption of a City future land use and zoning designation shall not render the Property or the Project non-conforming in any manner. Any reference in the Ordinances to compliance with code shall be interpreted and enforced as a reference to County code and any PUD zoning adopted by the City shall include the actual underlying County code provisions or references to County code sections. The Developer shall be entitled to continued compliance with the Ordinances under County code’s interpretation of the same post-annexation; provided, however, at the Developer’s election, Developer may comply with City Code in instances where it conflicts or bears a different interpretation than the County’s under the Ordinance.
- v. Annexation of the Property shall occur at the sole and exclusive election of the Developer.
- f. The City shall not use the provision of utilities to the Property or any approvals required herein as a basis to modify entitlements for the Property, as approved under the Ordinances and as may be amended by any changes approved by the County prior to annexation. In the event that the City is unable to complete the CRA Expansion for any reason under the timelines set forth by this Agreement, the City will still provide utility services to the Property without the requirement for annexation and the Developer shall pay “out of city” service rates for such services.
- g. In the event the City defaults under its post-annexation obligations set forth herein, the Developer may (i) immediately terminate this Agreement and shall seek all remedies under law, including specific performance, (ii) pursue connections to other governmental providers, including but not limited to the City of Eustis (and the City

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shall provide any necessary written consent required for such service within three business days of Developer's request for the same), and/or (iii) pursue connections to private central water, sewer and reuse systems which may be constructed on the Property and the City shall not try to require the Developer, through litigation or other means, to connect to City utilities or otherwise interfere with Developer's ability to develop the Project. In the event Developer pursues such other connections to utilities as described above, the City shall not withhold its consent, authorization or approval of any of Developer's plans, plats, permits, applications or otherwise by virtue of Developer's connection to such other utility providers.

- 3. Utility Capacity and Installation.** The City hereby agrees to make water, sewer and reuse services available to the Project (subject to the connections and improvements required under Section 3(e) below) for the rates and under the conditions set forth in this Agreement. The City confirms and agrees that as of the Effective Date it will reserve sufficient capacity ("**Sufficient Capacity**") in the minimum amount of 400,300 gallons per day ("**gpd**") in its Sewer Facilities and in the minimum amount of 347,400 gpd in its Water Facilities to serve the Project; such capacity reservation can be allocated as determined by the Developer between portions of the Project. The City further agrees that the utility services to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over the City. The City hereby agrees to provide the aforementioned utility services to the Project within three (3) business days after Developer makes a written request for such service to the City. The Developer and City acknowledge that as of the Effective Date there is no reuse capacity available in the City. The City shall not deny any permits or approvals related to any portion of the Project based on such lack of capacity and if capacity becomes available, the Developer shall be considered first in line to have sufficient reuse capacity provided to service the Project. Moreover, the City shall execute any requested FDEP permit applications prior to the Developer annexing any portion of the Property into the City; provided, however, the Developer shall not submit any applications to FDEP until annexation has occurred. If substantive revisions are required to the FDEP permit due to the passage of time and the City is required to execute a new or revised copy of such permit application, the City shall not unreasonably withhold its consent to the same.
- a. Upon the terms and conditions in this Agreement, and in accordance with the Project's approved plans and specifications, once the Property is annexed into the City and in the event the City has Sufficient Capacity to service all of the Project per Section 3(a) above, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reclaimed water to the Property; the City shall also have the exclusive right to furnish electricity to the South Property ("**Utilities**").
 - b. Except as set forth below, and in the event the Developer connects to City Utilities, no Utilities shall be provided to any part of the Property, and no connections to such Utilities systems shall be allowed, until the Developer has installed system facilities and improvements in accordance with approved plans and specifications, as approved by the City, which approval may have been previously provided under Section 2 as part of Developer obtaining the County Approvals (and the City shall reasonably assist the Developer in obtaining these approvals, licenses and permits from the County). For off-site facilities or any portion of the system specified in the plans and specifications to be approved by and conveyed to the City, application is

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to be made to a third party reviewer, at the election of the Developer, as set forth above for acceptance of the systems and the third party reviewer shall review and provide comments to the same within thirty (30) days of Developer's submittal. Upon acceptance of the systems, all construction guarantees in favor of the City as specifically required under current City Code shall be released.

- c. Regardless of the annexation status or installation of all Utilities contemplated in Section 3(c) above, the City agrees to provide the Property with construction water during horizontal development of any portion of the Project and shall provide the Property with temporary power during horizontal and vertical construction of any portion of the Project.
- d. In the event the Developer connects to City Utilities, the Developer shall install, at its sole cost and expense (including engineering costs), all lines, pipes, manholes, lift stations, generators, RTU, machinery and other facilities which may be required on and off the Property ("**Utility Improvements**") to provide the Property's buildings and occupants with Utilities and to connect the Property to existing City facilities and systems. The Developer shall install the necessary Utility Improvements to extend the Utilities from the current City owned facilities to the Property. The Developer is not required to obtain additional right-of-way for any extension of the Utilities off-site. Upon completion, all off-site Utility Improvements shall be conveyed to the City along with the necessary maintenance bond and assurances as may be required under the City's Land Development Code; provided however that City timing for acceptance of all or any portion of the Utility Improvements shall not prevent the issuance of building permits, any certificates of occupancy, opening of any non-residential buildings to the public, or any other operations on the Property. The Utility Improvements to be constructed by the Developer off the Property ("**Off-site Improvements**"), if any, will be specified in the plans and specifications as approved by the County (and/or the City), subject to the sections above.
- e. The Developer shall obtain all necessary state, county and local permits required for construction, acceptance and operation of the Utility Improvements.
- f. In the event the Developer connects to City Utilities, the Developer's engineer shall properly supervise construction and shall certify to the City Engineer that the Utility Improvements are installed in accordance with the approved design plans and specifications.
- g. In the event the Developer connects to City Utilities, the Developer shall grant to the City only those necessary transferable easements to land owned by the Developer for water, sewer and reclaim lines, for access to lift stations and water stations and related appurtenances as may be necessary. Such easements shall not materially interfere with locations of planned improvements on the Property.
- h. Subject to the provisions of Section 2(g) above, in the event the (i) Developer annexes all or a portion of the Property into the City, (ii) Sufficient Capacity exists for the City to service the Project, (iii) Developer therefore ties such portion of the Property into City Utilities, and (iii) the City is not otherwise in default under this Agreement, then Developer acknowledges and agrees that no private central water, sewer and reuse systems shall otherwise be constructed on such Property that is annexed in by the Developer. However, in the event that at any point during the term of the Agreement, including permitting, site work or construction of any or all of the Project that the City does not have Sufficient Capacity to service any portion or all of the Project, the Developer shall have the right to (i) pursue connections to other governmental providers, including but not limited to the City of Eustis (and

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the City shall provide any necessary written consent required for such service), and/or (ii) pursue connections to private central water, sewer and reuse systems which may be constructed on the Property and the City shall not try to require the Developer, through litigation or other means, to connect to City utilities or otherwise interfere with Developer's ability to develop the Project. In the event Developer pursues such other connections to utilities as described above, the City shall not withhold its consent, authorization or approval of any of Developer's plans, plats, permits, applications or otherwise by virtue of Developer's connection to such other utility providers.

4. Utility Rates and Reimbursements and Impact Fees

- a. All connections to the Utilities shall be subject to the continuing operating rules and regulations of the City including, without limitation, the periodic payment of water, wastewater and reclaimed charges and fees as provided in the City's rate schedule, and payment of all deposits, meter charges and other fees, rates and charges, and development fees, if any. The rates and fees charged by the City for the Utilities and development shall be in accordance with its currently adopted rate schedule for "inside City" rates, which shall be subject to change from time to time.
- b. The Developer shall be responsible for the costs to install the water mains, sewer force mains, and reclaimed mains of sufficient size necessary to service the Property.
- c. The terms wastewater or sanitary sewage used in this Agreement are meant to include only human waste, including liquids and solid matter carried from plumbing fixtures normally carried off by drains and sewers, and, except where specifically excluded, bath and toilet wastes, laundry wastes, kitchen wastes and other similar wastes.
- d. The City reserves the right to service other properties through the Utility Improvements conveyed by the Developer, and nothing in this Agreement shall be deemed to prohibit or prevent the City from extending its water, wastewater or reclaimed facilities to any other area at its own cost.
- e. When permits are pulled for respective portions of development of the Project, the Developer (or its successors and/or assigns) shall be required to pay City impact fees at the rates in place as of the Effective Date of this Agreement and shall not be subject to an increase in rates that may occur in the future.

5. Roads and Drainage

- a. At the Developer's election in their sole discretion, the City agrees to accept and maintain in perpetuity all public roadways within the Projects to be constructed by the Developer, specifically including, but not limited to, North Grandview Ave, Fiddler Drive, the North Property and South Property frontage roads and the North Property golf cart trail (if such trail is approved in writing by SECO), all as described in the Ordinances; provided, however, the Developer has the right to retain or grant any easements necessary for the Projects over or under such roadways. The City's acceptance of ownership and maintenance of the aforementioned roads shall obviate the need for Developer to establish any MSTU or MSBU within the City. In the event the Developer elects for the City to accept and maintain any or all public roadways within the Projects, the Developer shall

ATTACHMENT #1

provide for such dedication in fee simple on any plat submitted to the County or City; after the City has reviewed and approved such dedication language, the City shall execute the same for final recording.

- b. The City hereby grants and conveys unto Developer, for the benefit of Developer, its contractors, subcontractors, agents and assigns, a temporary access and construction easement over, upon, through and across the thirty foot easterly boundary of that portion of the City's property located at Alt Key 3916155, which is directly adjacent to the Developer's property located at Alt Key 1445647 (the "**Temporary Access and Construction Easement Area**"), for the purposes of installation and grading of Grandview Avenue and installation of a pump station, which requires entering upon such Temporary Access and Construction Easement Area to perform the aforementioned work (the "**Work**"). A separate easement agreement shall not be required between the Developer and the City; provided, however any amendments to the easement granted herein necessitated by a scrivener's error or correction of a technical design error shall be negotiated in good faith by the parties and shall not be unreasonably denied by the City. The City acknowledges and agrees that the easement rights and privileges granted hereunder are limited to those areas or portions described above that are reasonably necessary for the Developer to enter upon the Temporary Access and Construction Easement Area for the purposes aforesaid, and the Developer agrees to use good faith efforts and judgment in limiting its activities upon or about the City's property to those areas reasonably necessary to perform and complete the Work.
- c. The City owns property located at Alt Keys 3916155 and 1708770 (the "**City Property**"). The City hereby grants and conveys unto Developer, for the benefit of Developer, its contractors, subcontractors, agents and assigns, a drainage easement over, upon, through and across the "Point of Connection", which is directly adjacent to the Developer's property located at Alt Key 1445647 (the "**Drainage Easement**"), as depicted on **Exhibit "C"** attached hereto, or in such final location on the City's Property for the purposes of permitting the total necessary amount of stormwater discharge (to accommodate Developer's Project) from the Developer's property to the City's property at a minimum amount of 25.94 cubic feet per second (CFS). To the extent any water management district permitting for the Project requires City coordination, approval or execution of any forms, agreements or applications related to this Drainage Easement, the City shall cooperate and provide any written consent within three (3) business days' of Developer's written request for the same. The Drainage Easement shall not cause adverse impacts outside of the easement area and shall not materially interfere with City plans for construction of a municipal operation complex on the City property. The Developer shall design the drainage system on the Developer's property to make adequate provision to minimize any erosion from occurring. In the event there are negotiated roadway design changes to the Developer's current plans that necessitate accommodation of drainage and retention from the Project on the City Property, the City shall accommodate such drainage and provide an easement to the developer under the same terms noted below. A separate easement agreement shall not be required between the Developer and the City; provided, however any amendments to the easement granted herein necessitated by a scrivener's error or correction of a technical design error shall be negotiated in good faith by the parties and shall not be unreasonably denied by the City. The City acknowledges and agrees that the easement rights and privileges granted hereunder are limited to those areas or portions described above that are reasonably necessary to accommodate the

ATTACHMENT #1

Developer's stormwater discharge onto the City's property for the purposes aforesaid, and the Developer agrees to use good faith efforts and judgment in limiting its activities upon or about the City's property to those areas reasonably necessary to perform and accommodate the same.

- d. The following provisions shall apply to both Temporary Access and Construction Easement Area and the Drainage Easement (collectively, the "**Easement Area**"):
- i. Developer hereby agrees that it will, and does hereby indemnify, defend, insure and hold harmless City, and any and all general and limited partners, officers, shareholders, directors, agents, employees, tenants, invitees and licensees of City (the City and all of such parties shall hereinafter be collectively referred to as the "Indemnitees") from any and all losses, damages, suits, actions, judgments, claims and demands whatsoever incurred by or asserted against one or more of the Indemnitees, including reasonable attorneys' fees, costs and expenses arising from, out of, or occasioned by the acts or omissions of Developer or its agents, employees, contractors, licensees, or invitees in connection with the exercise of the rights granted hereunder, including, but not limited to, any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property directly related to Developer's contemplated Work within or utilization of the Easement Area. Developer shall promptly repair any damage to the Easement Area and all improvements now or hereafter located thereon, the City's property and all improvements now or hereafter located thereon, and any and all other property, whether real or personal, caused by Developer or its agents, employees, contractors, licensees or invitees exercising Developer's rights under this Agreement, including, without limitation, repair and replacement of landscaping, ground cover, plantings, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines and any and all other improvements and structures, and shall restore the property or improvements so damaged to its original condition and grade. Developer acknowledges that City hereby reserves the right to install, maintain, repair and replace landscaping, planting, ground cover, roadways, driveways, sidewalks, paved and/or concrete parking areas, fences, walks and utility lines and related facilities within and around the Easement Area so long as the same does not materially interfere with Developer's use of the Easement Area.
 - ii. The Developer shall be responsible, at its sole cost and expense, for all maintenance and repair activities necessary or required in order to keep and maintain the Easement Area, including all connections thereto, in good order and repair and in compliance with all applicable governmental requirements.
 - iii. Developer shall obtain all applicable federal, state and local permits, as required and when required, and shall comply with all applicable federal, state and local laws, rules and regulations including, with specificity, any applicable environmental laws, rules and regulation, in connection with the construction, maintenance, operation, modification and/or repair of the Easement Area. Developer, by its acceptance of the benefits hereof, further agrees that it shall obtain all applicable federal, state and local permits, as required and when required, and shall comply with all applicable federal, state and local laws, rules and regulations including, with specificity, any applicable environmental laws, rules and regulation, in connection with the

ATTACHMENT #1

use by the Developer of the Easement Area for the purposes contemplated herein. City agree to cooperate with Developer and its agents, contractors or designees in connection with obtaining any such permit as may be required and agrees to promptly advise Developer in writing and provide copies to the Developer of any and all notices, demands or other correspondence received from any federal, state or local governmental agency, entity or office in connection with the Easement Area or Developer's use thereof.

- iv. City hereby warrants to the Developer that City owns the fee simple title to the Easement Area and has good right and lawful authority to convey the easement hereby created, granted, and conveyed and that the Easement Area is free and clear of all mortgages or other matters which would prevent the use and enjoyment of the Easement Area for the purposes contemplated herein.
- v. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

6. Miscellaneous

- a. Termination. The Developer shall have the right in its sole discretion to terminate this Agreement by written notice to the City at any time in the event that (i) the City defaults on any obligations or acts in a manner inconsistent with the obligations set forth herein, (ii) if Brochman, LLC does not purchase the Property for any reason, or (iii) if at any time the City does not have Sufficient Capacity to service all or a portion of the Project with all Utilities required for the Project.
- b. Default. In the event of a default by the City of any term of this Agreement, Developer shall have the right to immediately terminate the same upon written notice to the City.
- c. Entire agreement; amendment. It is expressly agreed and understood that this is the entire agreement between the Developer and the City, and that there are no other written or verbal agreements applicable to the subject of this Agreement between the Developer and the City. This Agreement may be amended and modified from time to time by written agreement of the parties.
- d. Successors. This Agreement shall be recorded in the official records of Lake County, Florida and shall be binding on the parties, their heirs, administrators, executors, successors in interest and assigns.
- e. Binding Nature and Covenants Running with the Land. The provisions of this Agreement shall be binding upon the parties, and upon all successors in interest in the Property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the Property.
- f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by email copy of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.
- g. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect. The location for settlement of all claims, controversies, or disputes, arising out of or relating to any part of this Agreement shall be Lake County, Florida.

ATTACHMENT #1

- h. Severability.** If any word, phrase, sentence, paragraph or other portion of this Agreement is finally determined by a court of competent jurisdiction to be void or unenforceable then such word, phrase, sentence, paragraph or other portion shall be severed from this Agreement and the balance shall remain in full force and effect to the greatest extent permitted by law.
- i. Effective Date.** The “Effective Date” of this agreement shall be the date that it is last executed by a party as set forth below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

DRAFT

ATTACHMENT #1

Dated this ____ day of _____, 2023

CITY OF MOUNT DORA

Crissy Stile
Mayor, City of Mount Dora

ATTEST:

Jessica Burnham
City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Sherry G. Sutphen
City Attorney

ATTACHMENT #1

Signed, sealed and delivered in the
presence of:

“DEVELOPER”

Printed Name: _____

Chad R. O’Brien
Manager, Brochman, LLC
Dated: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by CHAD R. O’BRIEN, as manager for Brochman, LLC, a Florida limited liability company. Said person (check appropriate box) ☐ is personally known to me or ☐ has produced _____ as identification.

ATTACHMENT #1

Signed, sealed and delivered in the
presence of:

“DEVELOPER”

Printed Name: _____

Simpson Family Partnership, Ltd.

Dated: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____, as general partner for Simpson Family Partnership, Ltd., a Florida limited partnership. Said person (check appropriate box) ☐ is personally known to me or ☐ has produced _____ as identification.

ATTACHMENT #1

Signed, sealed and delivered in the presence of:

“DEVELOPER”

Printed Name: _____

Mark R. Simpson
President, Mount Dora Groves Company
Dated: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by MARK R. SIMPSON, as president for Mount Dora Groves Company, a Florida for profit corporation. Said person (check appropriate box) ☐ is personally known to me or ☐ has produced _____ as identification.

ATTACHMENT #1

Exhibit "A"

South Property (Being Parcels 1-5 described below)

PARCEL 1: (Fee Simple Estate)

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°00'00" EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT STREET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 06°13'21" EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°43'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06°12'45" EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05°14'23" WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89°43'36" WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06°12'45" WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89°43'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (Fee Simple Estate)

ATTACHMENT #1

TRACTS L AND N, SUNSET HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (Fee Simple Estate)

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 178.61 FEET, NORTH 02°18'40" EAST 850 FEET, SOUTH 89°43'35" EAST 268.59 FEET, NORTH 49°59'25" EAST 142.41 FEET, NORTH 35°45'51" WEST 328.42 FEET, NORTH 54°14'09" EAST 78.70 FEET, NORTH 35°45'51" WEST 352.84 FEET, NORTH 49°59'25" EAST 387.11 FEET TO SOUTHWESTERLY R/W LINE OF US HWY 441, NORTH 40°01'05" WEST ALONG SAID HWY 125 FEET FOR POINT OF BEGINNING, RUN SOUTH 49°59'25" WEST 466.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'0" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04°15'18" EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78 FEET, NORTH 60°48'54" EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49°59'27" WEST 256.45 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.56 FEET, SOUTH 89°55'00" WEST 181.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (Fee Simple Estate)

SE 1/4 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTHWESTERLY OF US HWY 441.

PARCEL 5: (Fee Simple Estate)

W 1/2 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTH OF HWY 441; LESS BEG AT W 1/4 CORNER RUN NORTH 02°55'30" WEST ALONG WEST LINE OF NW 1/4 567.89 FEET TO SOUTH R/W OF US HWY 441, RUN NORTH 87°22'0"

ATTACHMENT #1

EAST ALONG SAID SOUTH R/W LINE 530 FT, THENCE DEPARTING SAID SOUTH R/W LINE RUN SOUTH 02°55'30" EAST 312.84 FEET, SOUTH 87°22'0" WEST 60 FEET, SOUTH 02°55'30" EAST 255.8 FEET, SOUTH 87°27'30" WEST 470 FEET TO POINT OF BEGINNING; ALSO LESS ANY PORTION LYING WITHIN THE PLAT OF LAKESIDE AT WATERMAN VILLAGE, AS RECORDED IN PLAT BOOK 76, PAGES 30 THROUGH 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ATTACHMENT #1

North Property

FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, RUN EASTERLY ALONG THE NORTHERLY RIGHT OF WAY 87 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°29'00" EAST 568.50 FEET, NORTH 12°19'00" EAST 860 FEET, WEST PARALLEL WITH THE NORTH LINE OF SECTION 20 TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, RUN NORTH ALONG SAID WEST LINE 495 FEET TO THE NORTH LINE OF SAID SECTION 20, EASTERLY ALONG THE NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20 TO THE POINT WHERE SAID EAST LINE INTERSECTS WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 93 OF THE COUNTRY CLUB OF MOUNT DORA UNIT II PB 32 PG 42, THENCE SOUTH 42°36'45" EAST ALONG THE WESTERLY EXTENSION OF AND THE SOUTHERLY LINE OF SAID LOT 93 A DISTANCE OF 336.37 FEET, THENCE SOUTH 03°21'00" WEST 1319.06 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, THENCE RUN WESTERLY ALONG SAID SOUTH LINE 202 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, RUN SOUTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY 441, RUN NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'49" WEST ALONG THE SOUTH LINE OF SECTION 20 A DISTANCE OF 826 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD 500, NORTH 40°01'41" WEST ALONG THE CENTERLINE 1750.67 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, NORTH 01°52'24" EAST ALONG SAID WEST LINE 149.73 FEET TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 500, CONTINUE NORTH 01°52'24" EAST ALONG SAID WEST LINE OF EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1111.92 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR THE POINT OF BEGINNING, RUN SOUTH 89°32'16" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 70.06 FEET, NORTH 01°52'24" EAST 156.80 FEET, NORTH 28°04'40" EAST 102.02 FEET, NORTH 09°02'50" WEST 371.53 FEET, NORTH 19°09'37" EAST 298.28 FEET, SOUTH 89°31'13" EAST 240.63 FEET TO A POINT ON THE WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 PB 32 PG 42, THENCE SOUTH 03°54'31" WEST ALONG SAID WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 A

ATTACHMENT #1

DISTANCE OF 145.67 FEET, SOUTH 03°54'31" WEST 747.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°32'16" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 202.31 FEET TO THE POINT OF BEGINNING.

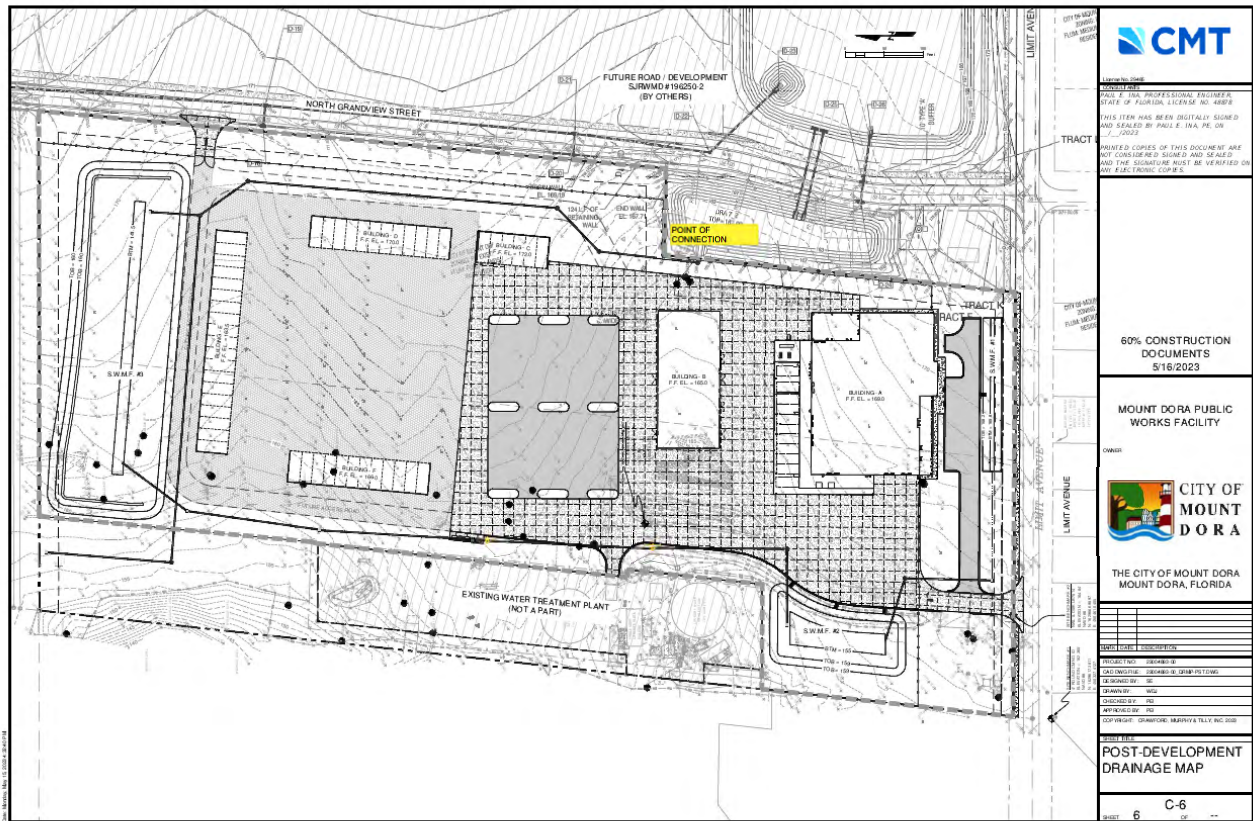
ATTACHMENT #1

EXHIBIT “B” **Ordinances**

[Attached]

ATTACHMENT #1

EXHIBIT "C" Drainage Easement



ORDINANCE 2022-44

Mount Dora Groves North

RZ-22-14-4

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tara Tedrow, Lowndes Law (the "Applicant"), submitted a rezoning application on behalf of Simpson Family Partnership LTD (the "Owner"), to rezone approximately 144.23 +/- acres from Agriculture (A), Urban Residential District (R-6), and Neighborhood Commercial (C-1), to Planned Unit Development (PUD) to accommodate a 275-lot single-family residential development; and

WHEREAS, the subject property consists of approximately 144.23 +/- gross acres (62.3 +/- net acres) located north of US Highway 441 and south of Loch Leven, in the unincorporated Mount Dora area, in Section 20, Township 19 South, Range 27 East, identified by Alternate Key Number 3884341 and 1445671, and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, the property is located within the Urban Medium Density Future Land Use Category, as designated by Ordinance 2022-43; and

WHEREAS, the Lake County Planning & Zoning Board did on the 7th day of September 2022 review Petition RZ-22-14-4; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 11th day of October 2022; and

WHEREAS, the Board of County Commissioners has reviewed the recommended application and ordinance, the recommendations of the Lake County Planning & Zoning Board and County staff, and comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that:

Section 1. Terms: The County Manager or designee shall amend the Lake County Zoning Map to Planned Unit Development (PUD). The uses of the property shall be limited to those uses specified in this Ordinance and generally consistent with the Conceptual Plan attached hereto as Exhibit "B". To the extent there are conflicts between Exhibit "B" and this Ordinance, this Ordinance shall take precedence.

A. Permitted Land Uses.

1. A maximum of 275 Single-Family Dwelling Units, not to exceed 4.42 dwelling units per net acre. A mandatory homeowner's association must be established.
2. The subdivision shall be developed as a clustered subdivision, consistent with the Wekiva Study area policies contained within the Comprehensive Plan, as amended.
3. Accessory uses directly associated with the above uses may be approved by the County Manager or designee. Any other use of the site not specified above shall require approval of an amendment to this Ordinance by the Board of County Commissioners.

ATTACHMENT #2

Ordinance #2022-44
Mount Dora Groves North (RZ-22-14-4)

B. Open Space, Impervious Surface Ratio, Building Height, and Lot Size.

1. Open Space: A minimum of twenty (20) percent of the net buildable area shall be designated as Open Space. Open Space standards shall adhere to the definition in the Comprehensive Plan, as amended.
2. Impervious Surface Area: Maximum ISR shall be 0.65 for the overall development. Individual lots may be developed at a higher ISR if the Developer demonstrates that the overall ISR of the development will not exceed 0.65.
3. Maximum Building Height: The maximum building height is forty (40) feet.
4. Minimum Lot Sizes: Lakefront lots shall contain no less than 7,700-square feet, with a minimum lot width of 70-feet and a minimum lot depth of 110-feet. All other lots shall contain no less than 4,400-square feet, with a minimum lot width of 40-feet and a minimum lot depth of 110-feet.

C. Setbacks. The development standards for Single-Family Dwelling Units shall be as follows:

Front Setback:	12-feet from the property line
Garage Setback:	20-feet from the property line
Front Porch Setback:	12-feet from the property line
Secondary Front Setback:	15-feet from the property line
Side Setback:	5-feet from the property line
Rear Setback:	10-feet from the property line (primary structure), 5-feet from the property line (accessory structures)
Wetland Setback:	50-feet from jurisdictional wetland line

D. Residential Design Guidelines.

1. General Neighborhood Design and Layout.
 - a. Lot sizes and patterns within a neighborhood shall be varied to avoid monotonous streetscapes and to provide a diverse range of housing styles. Larger building types set on large lots are encouraged for corners and at prominent intersections. Smaller lots are encouraged surrounding or adjacent to common open spaces.
 - b. Neighborhood design for Mount Dora Groves should respect the character of the existing topography and maximize preservation of environmental areas and native vegetation.
 - c. Front elevations shall be designed to emphasize entries, porches, and other residential use features, and to de-emphasize vehicular use area and garages and shall generally be consistent with Exhibit "C".
 - d. A higher level of elevation design and finish shall be maintained on both faces or corner lots with similar articulation and detail on both street-facing facades.

ATTACHMENT #2

Ordinance #2022-44

Mount Dora Groves North (RZ-22-14-4)

- 1 e. Driveways on corner lots are encouraged to be located as far as possible from street
2 intersections.

3 2. Housing Models and Style Varieties.

- 4 a. Each development of 50 or more homes shall have at least seven base models,
5 developments of less than 50 units but more than 20 units shall have at least five base
6 models, and developments of less than 20 units shall have at least three base models.
7 Each base model proposed shall have multiple variations and design options available
8 for customization.

- 9 b. Each single-family dwelling unit shall present an individual character through building
10 placement, floorplan, exterior elevation, and color. No two buildings with the same
11 exterior elevation shall be located adjacent to one another. Flexibility in the building
12 elevation variation requirements may be considered at the discretion of the
13 homeowner's association provided the overall intent of this section is maintained.

- 14 c. Minimum structure size shall be 1,500 square feet living area (heated and air-
15 conditioned space).

16 3. Architectural Styles and Components.

- 17 a. Desired architectural components. The following list of architectural components
18 represents a partial list of desired elements associated with traditional residential
19 architecture. Not all residential styles or buildings will contain every element in the list
20 but must include components consistent with the established style.

21 i. Open air front or wrap around porches;

22 ii. Stoops and Covered entry;

23 iii. Overhangs and awnings;

24 iv. Gable or hip type roofs;

25 v. Second story balconies;

26 vi. Decorative roof treatments, including, but not limited to pediments, dormers, ridge
27 cresting, decorative bridgeboard, stickwork, brackets, rafter tails, and decorative
28 shingles.

29 vii. Decorative window treatments, including, but not limited to double-hung windows,
30 arched windows, transoms, bay windows, and louvered shutters.

- 31 b. Prohibited architectural components.

32 i. Front facing garage doors that exceed 55% of the street primary front façade;

33 ii. Homes that have less than two windows on the front facing façade are prohibited.
34 Full glass front doors and/or sidelights shall count towards the window
35 requirements.

- 36 c. The mixing of elements from multiple architectural styles within a single residential
37 building is discouraged.

38 4. Roof Elements.

ATTACHMENT #2

Ordinance #2022-44

Mount Dora Groves North (RZ-22-14-4)

- a. All roof projections, including chimneys, dormers, flues, and vents shall be compatible in scale, height and material with the structure from which they project. Chimney hardware must be screened within an architectural feature such as a decorative chimney cap in keeping with the architectural style of the home.
 - b. Gutters and downspouts are highly encouraged as long as they are consistent with the established architectural style of the residential building.
 - c. When overhangs and awnings are included, they shall be no less than one foot deep when measured perpendicular to the building face, to function as an energy conservation measure and/or to protect people and the house from inclement weather. Required setbacks shall be measured from the bearing wall of the primary structure and not the overhang/awning.
5. Windows and Doors.
- a. All-front, street-facing facades shall have windows and doors covering at least 15 percent of the primary front façade (exclusive of the garage façade in calculating this area). Full glass front doors and sidelights shall count towards meeting this requirement.
 - b. The front entry of the residential unit should be in scale with the façade and designed appropriate to the established architectural style of the building.
6. Exterior Finishes.
- a. Exterior finishes shall be consistent with the established architectural style of the residential building.
 - b. Acceptable finishes may include wood, cement board, brick, rock and masonry. Stucco is acceptable if consistent with the established architectural style of the building.
 - c. Prohibited finishes include Exterior Insulation Finishing Systems (EIFs), foam moldings, and vinyl siding.
 - d. All exterior color shall be predominately earth tones.
7. Garages.
- a. Garages shall not comprise more than 55 percent of the front of the residence.
 - b. Garages facing the street shall be recessed at least five feet from the primary front façade of the home or shall include hinges, handles, and coach lights.
 - c. Garage doors should be simple in design with door patterns and accent colors complementary to the architectural character of the home. Windows are encouraged to reduce the visual impact.
 - d. Side facing garage doors, if chosen, must incorporate a minimum of 15% in area windows and trim on the wall facing the front street.
 - e. Two-car garages must be a minimum of 20 feet deep.
 - f. Either side load or front load garage design may be utilized. All single-family dwelling units shall be designed with a 2-car garage minimum.

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Mount Dora Groves North (RZ-22-14-4)

- g. Conversion of garage into living space shall be prohibited.
8. Lot trees. Each single-family lot is required to plant a minimum of three trees on the lot prior to issuance of the certificate of occupancy. A minimum of one canopy type tree must be located in the front yard. The size of the trees must be a minimum caliper of 3.0 inches, Florida Number One Grade or Better, and 8 to 12 feet in height upon planting.
9. A development entrance with residential-scaled landscaping and signage shall be constructed. Entrance features of consistent design are required at both primary and secondary entrances of each project to enhance the visual identity of the development. Gates at entrances are allowed if the internal roads are private. Publicly dedicated roads shall not be gated.
10. Streets within residential neighborhoods shall be designed for people, as well as vehicles. Each residential unit shall have direct access to a sidewalk. Residential streets should be designed to encourage slower speeds.
11. Pedestrian and bicycle connections shall be provided to promote access to surrounding areas, including schools, public buildings, parks, and nearby commercial areas.
12. Street lighting along roadways in developments should provide a smooth, even pattern that eliminates glare or light flow intrusion onto adjacent properties. Fixtures should be installed according to optimum spacing as recommended by the manufacturer. Light poles should not exceed 30 feet in height. Illumination for vehicles in residential neighborhoods should be approximately 0.50 foot-candles. Street lighting shall be designed consistent with the International Dark-Sky Association lighting principals.
13. Boat Docks and Ramps are permitted in accordance with Land Development Regulations (LDR) Section 10.01.04. Any communal boat ramp or dock will be for resident use only and not publicly accessible.
14. Front Yard fencing shall not exceed 4-feet in height.
15. RV storage on lots with or without a single-family dwelling unit is prohibited.
16. The Architectural Design Standards above shall be incorporated into the Homeowners Association Restrictive Covenants or other applicable documents.
17. All areas of the Planned Unit Development (PUD) shall maintain grass height of 12 inches or less until as such time as the PUD fully develops.

ATTACHMENT #2

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Mount Dora Groves North (RZ-22-14-4)

1 **E. Landscaping, Buffering, and Screening Requirements.**

Buffer Number	Location	Adjacent Property	Buffer Width	Buffer Type
1	North	Loch Leven	50-feet	50-foot-wide Upland Buffer
2	East	Country Club of Mount Dora	Fence/Wall	Fence and/or Precast Wall adjacent to FDOT Access & Utility Easement & Pond
3	South*	US 441	25-feet	Type "C" (25-foot-wide), as defined by LDR Chapter 9.01.06
4	West (Commercial)	Loch Leven Landing	N/A	Use existing buffer on neighboring property per LDR Section 9.01.06 – MD Ordinance 2008-1015: 30-foot Type B Buffer
5	West (Residential)	Residential	10-feet	Type "A" (10-foot-wide), as defined by LDR Chapter 9.01.06
6	Frontage Road	Loch Leven Landing / US 441	25-feet, or Fence/Wall	Type "C" (25-foot-wide) on south side of frontage road along US 441; Fence and/or Wall on north side of frontage road adjacent to residential properties

*The first 15-feet adjacent to US 441 will not have plantings due to a 15-foot-wide SECO easement; buffer plantings will be located within the remaining 10-feet.

1. A fence and/or wall immediately adjacent to the residences along U.S. 441 shall be provided. The fence and/or wall will be constructed with architectural enhancement such as brick, stone, or similar materials, and must be setback from the landscape buffer and frontage road.
2. Drought tolerant, native trees, and vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.
3. Best Management Practices for native landscaping and "right plant-right place" landscaping techniques shall be utilized in the design and installation of invasive exotic plant species in all landscape plantings is prohibited.
4. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.
5. The homeowner's association is required to enforce compliance with the County's fertilizer regulations contained under LDR Section 6.13.00, as amended, and shall incorporate the same into the Homeowners Association Restrictive Covenants or other applicable documents.

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Mount Dora Groves North (RZ-22-14-4)

6. Landscaping, irrigation, and screening shall be in accordance with the Comprehensive Plan and LDR, as amended

F. Transportation.

1. Primary access shall be from US 441 and will require permitting from the Florida Department of Transportation (FDOT). All access management shall be in accordance with the FDOT, Comprehensive Plan and Land Development Regulations, as amended.
2. Cross-Access to the adjacent Loch Leven Landing development shall be required to assist with access management and traffic circulation for this development and neighboring shopping center; provided, however, that if the final cross-connection is not allowed by Loch Leven Landing, developer will only be required to construct the connection to the westerly property line. Owner/developer is not required to obtain a cross-access easement or construction easement from Loch Leven Landing.
3. The development will provide a location for, and will design, a 12' golf cart trail from the western edge of the FDOT 70' easement to the development's full median opening at US 441 to allow the residents of the Country Club of Mount Dora access to the frontage road. The golf cart trail will be located within the 15' SECO easement adjacent to US 441, and will be constructed with either asphalt or concrete. This requirement is subject to SECO's approval. Further, the golf cart trail will only be constructed if either the City of Mount Dora or the Country Club of Mount Dora assumes ownership and maintenance of this facility.
4. If required, the development will provide for, and design, a frontage road for traffic circulation provided, however, that road will only be constructed if either the City of Mount Dora or the Country Club of Mount Dora assumes ownership and maintenance of these facilities. The frontage road will be 34' of right-of-way from the westerly boundary to the full median opening at US 441.
5. The development shall be required to design, permit, and construct a traffic signal on US 441 and the site entrance, if warranted by FDOT, along with coordinating the design and operation with both the Florida Department of Transportation (FDOT) and Lake County.
6. Sidewalks will be required within the development.
7. Internal roads within the development shall be designed to meet Florida Greenbook and Lake County road design standards.
8. If the roads within the PUD are platted as public roads, future road maintenance will be funded through the use of a municipal service taxing unit (MSTU), or municipal service benefit unit (MSBU) as authorized under Section 125.01(1)(q), Florida Statutes. Before or concurrent with any final plat or site plan approval, the Owner shall provide any documentation required by the County to impose an MSTU or MSBU, at the County's discretion, on the platted lots. Additionally, the Owner acknowledges and agrees that the MSTU or MSBU shall be collected as a non-ad valorem assessment using the uniform method of collection set forth under Section 197.3632, Florida Statutes.

- G. Environmental Requirements.** An Environmental Assessment must be submitted within 6-months of the date the preliminary plat application is filed to address natural vegetative communities, wildlife corridors and designated species. The assessment shall be prepared in accordance with other applicable provisions of the LDR.

ATTACHMENT #2

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Mount Dora Groves North (RZ-22-14-4)

1 **H. Stormwater and Floodplain Management.**

- 2 1. The stormwater management system shall be designed in accordance with all applicable Lake
3 County and St. Johns River Water Management District (SJRWMD) requirements, as amended.
4 2. The developer shall be responsible for conducting any flood studies required for developing the
5 site and shall comply with FEMA regulations, the Comprehensive Plan and the LDR, as amended.
6 Any development within the floodplain as identified on the FEMA maps will require compensating
7 storage.

8 **I. Signage.** All signage shall be consistent with the Comprehensive Plan and LDR, as amended.

9 **J. Lighting.** Exterior lighting must be in accordance with the LDR, as amended, and consistent with Dark-
10 Sky Principles.

11 **K. Noise.** The development must comply with the noise protection provisions contained with the LDR, as
12 amended.

13 **L. Utilities.** Water and sewer shall be provided to the development by the City of Mount Dora unless the
14 City declines the provision of such utility services. A copy of the utility service agreement shall be
15 provided to the County if entered into between the parties. If the City declines to provide utilities, the
16 developer shall provide central water and sewer through alternative means as approved by the County.

17 **M. Mass Grading for Site Development.** All grading for the site development shall be in accordance with
18 the LDR, as amended.

19 **N. Concurrency Management Review and Impact Fees.** The Owner and Developer shall comply with
20 concurrency management regulations and shall be subject to all applicable concurrency requirements
21 as set forth in the LDRs.

22 **O. Development Review and Approval.** Prior to the issuance of any permits, the developer will be
23 required to submit applications for a preliminary plat, construction plans, and final plat generally
24 consistent with Exhibit "B" - Conceptual Plan for review and approval in accordance with the
25 Comprehensive Plan and LDR, as amended.

26 **P. PUD Expiration.** Physical development shall commence within three (3) years from the effective date
27 of this Ordinance. Failure to commence construction within three (3) years of approval shall cause the
28 revocation of this Ordinance, in accordance with the Comprehensive Plan, as amended. Prior to
29 expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public
30 Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that
31 reasonable efforts have been made towards securing the required approvals and commencement of
32 work. Notwithstanding the foregoing, if at any time the developer is granted an extension of time
33 pursuant to Section 252.363, Florida Statutes, or Section 7-5, Lake County Code, to the preliminary
34 plat, construction plans, or final plat, commencement of physical development shall be equally
35 extended so long as the development is proceeding in good faith and does not allow the originally
36 extended development order to expire.

37 **Q. Future Amendments to Statutes, Code, Plans, and/or Regulations.** The specific references in this
38 Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and
39 the LDR shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

ATTACHMENT #2

Ordinance #2022-44

Mount Dora Groves North (RZ-22-14-4)

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

- A.** After establishment of the facilities as provided herein, the property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.
- B.** No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building, structure, add other uses, or alter the land in any manner within the boundaries of the above-described land without first obtaining the necessary approvals in accordance with the LDR, as amended, and obtaining the permits required from the other appropriate governmental agencies.
- C.** This Ordinance 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 Owners and any successors and shall be subject to each condition herein set out.
- D.** Construction and operation of the proposed use shall always comply with the regulations of this and other governmental permitting agencies.
- E.** The transfer of ownership or lease of any or all the property described in this Ordinance shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the LDR, as amended.
- F.** The Lake County Code Enforcement Special Master shall have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. Severability: If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

ATTACHMENT #2

Ordinance #2022-44
Mount Dora Groves North (RZ-22-14-4)

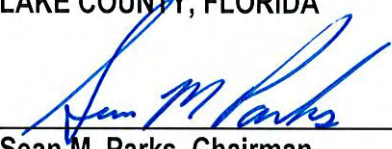
Section 5. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this 11 day of October, 2022.

FILED with the Secretary of State October 26th, 2022.

EFFECTIVE October 11th, 2022.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA


Sean M. Parks, Chairman

ATTEST:


Gary J. Cooney, Clerk of the
Board of County Commissioners
Lake County, Florida



APPROVED AS TO FORM AND LEGALITY


Melanie Marsh, County Attorney

ATTACHMENT #2

Ordinance #2022-44
Mount Dora Groves North (RZ-22-14-4)

Exhibit "A" – Legal Description

PARCEL 6:

NE 1/4 OF SW 1/4 AND W 1/2 OF NW 1/4 OF SE 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING NORTHEASTERLY OF US HWY 441.

PARCEL 7:

FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, RUN EASTERLY ALONG THE NORTHERLY RIGHT OF WAY 87 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°29'00" EAST 568.50 FEET, NORTH 12°19'00" EAST 860 FEET, WEST PARALLEL WITH THE NORTH LINE OF SECTION 20 TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, RUN NORTH ALONG SAID WEST LINE 495 FEET TO THE NORTH LINE OF SAID SECTION 20, EASTERLY ALONG THE NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20 TO THE POINT WHERE SAID EAST LINE INTERSECTS WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 93 OF THE COUNTRY CLUB OF MOUNT DORA UNIT II PB 32 PG 42, THENCE SOUTH 42°36'45" EAST ALONG THE WESTERLY EXTENSION OF AND THE SOUTHERLY LINE OF SAID LOT 93 A DISTANCE OF 336.37 FEET, THENCE SOUTH 03°21'00" WEST 1319.06 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, THENCE RUN WESTERLY ALONG SAID SOUTH LINE 202 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, RUN SOUTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY 441, RUN NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'49" WEST ALONG THE SOUTH LINE OF SECTION 20 A DISTANCE OF 826 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD 500, NORTH 40°01'41" WEST ALONG THE CENTERLINE 1750.67 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, NORTH 01°52'24" EAST ALONG SAID WEST LINE 149.73 FEET TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 500, CONTINUE NORTH 01°52'24" EAST ALONG SAID WEST LINE OF EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1111.92 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR THE POINT OF BEGINNING, RUN SOUTH 89°32'16" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 70.06 FEET, NORTH 01°52'24" EAST 156.80 FEET, NORTH 28°04'40" EAST 102.02 FEET, NORTH 09°02'50" WEST 371.53 FEET, NORTH 19°09'37" EAST 298.28 FEET, SOUTH 89°31'13" EAST 240.63 FEET TO A POINT ON THE WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 PB 32 PG 42, THENCE SOUTH 03°54'31" WEST ALONG SAID WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 A DISTANCE OF 145.67 FEET, SOUTH 03°54'31" WEST 747.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°32'16" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 202.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN LAKE COUNTY, FLORIDA AND CONTAIN 144.23 ACRES MORE OR LESS.

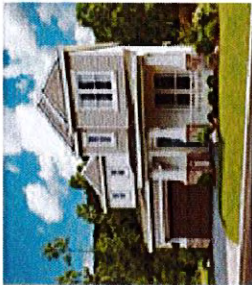
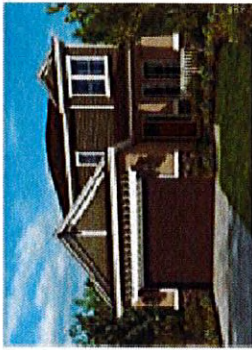
ATTACHMENT #2

Ordinance #2022-44
Mount Dora Groves North (RZ-22-14-4)

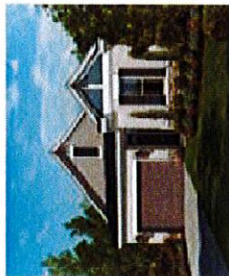
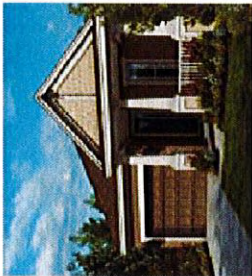
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EXHIBIT "C" – Elevations

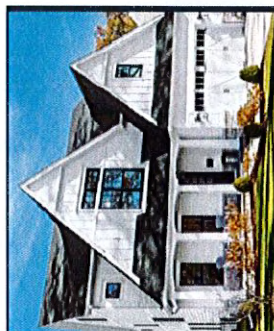
ARCHITECTURAL ELEVATION EXAMPLES



ARCHITECTURAL ELEVATION EXAMPLES
ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE



2



3

ATTACHMENT #2



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

October 26, 2022

Honorable Gary J. Cooney
Clerk of the Circuit Court and Comptroller
Lake County
550 West Main Street
P. O. Box 7800
Tavares, Florida 32778-7800

Attention: Josh Pearson

Dear Gary Cooney:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Lake County Ordinance No. 2022-44, which was filed in this office on October 26, 2022.

Sincerely,

Anya Owens
Program Administrator

ACO/rra

1 **ORDINANCE 2022-57**

2 **Mount Dora Groves South**

3 **RZ-22-13-4**

4 **AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE**
5 **COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.**

6 **WHEREAS**, Tara Tedrow, Lowndes Law (the "Applicant"), submitted a rezoning application on behalf
7 of Simpson Family Partnership LTD & Mount Dora Groves Inc (the "Owners"), to rezone approximately 80.32
8 +/- acres from Agriculture (A) and Urban Residential District (R-6), and establish a Planned Unit Development
9 (PUD) to accommodate a mixed-use development including 783 single-family and multi-family dwelling units,
10 150,000 square-feet of commercial uses, and associated recreational facilities; and

11 **WHEREAS**, the subject property consists of approximately 80.32 +/- net acres located south of US
12 Highway 441 and north of Limit Avenue, in the unincorporated Mount Dora area, in Section 20, Township 19
13 South, Range 27 East, identified by Alternate Key Numbers 1445710, 3884340, 1445698, 1445647, and
14 3816281, and more particularly described in Exhibit "A" – Legal Description; and

15 **WHEREAS**, the property is located within the Planned Unit Development Future Land Use Category,
16 as designated by Ordinance 2022-56; and

17 **WHEREAS**, the Lake County Planning & Zoning Board did on the 12th day of October 2022 review
18 Petition RZ-22-13-4; after giving Notice of Hearing on petition for a change in the use of land, including notice
19 that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the
20 6th day of December 2022; and

21 **WHEREAS**, the Board of County Commissioners has reviewed the recommended application and
22 ordinance, the recommendations of the Lake County Planning & Zoning Board and County staff, and comments,
23 favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised;
24 and

25 **WHEREAS**, upon review, certain terms pertaining to the development of the above-described property
26 have been duly approved.

27 **NOW THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Lake County, Florida,
28 that:

29 **Section 1. Terms:** The County Manager or designee shall amend the Lake County Zoning Map to Planned
30 Unit Development (PUD). The uses of the property shall be limited to those uses specified in this
31 Ordinance and generally consistent with the Conceptual Plan attached hereto as Exhibit "B". To the
32 extent there are conflicts between Exhibit "B" and this Ordinance, this Ordinance shall take
33 precedence.

34 **A. Permitted Land Uses.**

- 35 1. A maximum of 783 total Single-Family and Multi-Family Dwelling Units (including multifamily
36 detached units), not to exceed an overall density of 9.75 dwelling units per net acre; provided such
37 density may be higher on individual development sites within the property so long the maximum of
38 783 units is not exceeded. A mandatory homeowner's association must be established, and such
39 residential developments may individually be gated. Multifamily detached units shall be defined as
40 one (1) and or two (2) dwelling units per building, on one (1) parcel and under common ownership.

2. 150,000 square-feet of Employment Center (C-3) commercial uses to be developed within the US 441 Major Commercial Corridor.
3. Associated recreational and amenity facilities, to be owned and maintained by the homeowner's association.
4. Accessory uses directly associated with the above uses may be approved by the County Manager or designee. Any other use of the site not specified above shall require approval of an amendment to this Ordinance by the Board of County Commissioners.

B. Open Space, Impervious Surface Ratio, Building Height, and Lot Size.

1. Open Space: A minimum of twenty-five (25) percent of the net buildable area of the entire property shall be designated as Open Space. Open Space standards shall adhere to the definition in the Comprehensive Plan, as amended.
2. Impervious Surface Area:
 - a. Maximum ISR shall be 0.65 for the overall residential development. Individual lots may be developed at a higher ISR if the Developer demonstrates that the overall ISR of the residential development will not exceed 0.65.
 - b. Maximum ISR shall be 0.70 for the overall commercial development. Individual outparcels may be developed at a higher ISR if the Developer demonstrates that the overall ISR of the commercial development will not exceed 0.70.
3. Maximum Building Height:
 - a. The maximum building height for single-family detached and single-family attached (townhome) units is thirty-five (35) feet.
 - b. The maximum building height for multi-family units and commercial uses is sixty-five (65) feet.
4. Minimum Lot and Unit Sizes: Single-family detached lots shall contain no less than 4,440 square-feet. Single-family attached (townhome) lots shall contain no less than 1,200 square-feet and minimum living area shall be 1,000 square-feet. Multi-family attached and detached units shall contain a minimum of 600 square-feet of living area (heated and air-conditioned space).

C. Setbacks and Parking.

1. The development standards for single-family detached and single-family attached (townhome) units shall be as follows:

Front Setback:	12-feet from the property line
Garage Setback:	20-feet from the property line
Front Porch Setback:	12-feet from the property line
Secondary Front Setback:	15-feet from the property line
Side Setback:	5-feet from the property line

Rear Setback:	10-feet from the property line (primary structure), 5-feet from the property line (accessory structures)
Parking Required:	Minimum of 2 spaces per unit

2. The development standards for multi-family units shall be as follows:

Front / Side / Rear Setback:	10-feet from property lines for buildings under 35-Feet (25-feet from property lines for building over 35-Feet)
Minimum Building Separation:	10-feet between structures
Parking Required: Multi-Family	2 space per unit unless a parking study is provided by an engineer that supports a reduced parking ratio. Under no circumstances will there be less than 1.75 parking space per unit. This includes guest parking.
Parking Required: Multi-Detached	2 space per unit unless a parking study is provided by an engineer that supports a reduced parking ratio. However, under no circumstances will there be less than 1.75 parking space per unit. One space per unit is required to be either a detached garage or carport space. This includes guest parking.

3. The development standards for commercial uses shall be as follows:

Front / Side / Rear Setback:	50-feet from highway US 441 and 25'-Feet from all other right-of-way of any road
Parking Required:	In accordance with this Ordinance.

D. Single Family Residential Design Guidelines.

1. Building Design.

- a. Single-Family Residential (SFR) units shall be designed utilizing Craftsman, Bungalow, Florida Cracker/Low Country, or Southern Living (front porch) architectural design standards which shall require a variety of architectural features and materials such as stone, stucco, craftsman columns, porches, metal roofs, tile, shutters, decorative doors, etc. to achieve each architectural style.
- b. Minimum structure size shall be 1,000 square feet of living area (heated and air-conditioned space).
- c. Either side-load or front-load garage design may be utilized. All SFR units shall be designed and built with a 2-car garage minimum.
- d. Conversion of garage into living space shall be prohibited.

- e. All exterior colors shall be predominantly earth tones.
2. Front Yard fencing shall be limited to 4-feet in height.
3. RV storage on lots with or without a SFR unit is prohibited.
4. The Architectural Design Standards above shall be incorporated into the Homeowners Association Restrictive Covenants or other applicable documents.
5. All areas of the Planned Unit Development (PUD) shall maintain grass height of 12 inches or less until as such time as the PUD fully develops.

E. Multi-Family Design Guidelines

Multifamily detached units shall be designed utilizing Craftsman, Bungalow or Florida Cracker/Low Country architectural design standards which shall require a variety of architectural features and materials such as stone, stucco, cementitious siding and decorative doors to achieve each architectural style. Any Multi-family community that has buildings over 35-Feet must contain one of each element of the three categories below. Alternative type elements may be considered that meet or exceed the intent of each category.

1. *Building Elements*

- a) Renewable energy systems—Solar panels;
- b) Heat island effect reducers—Green roofs, green walls, roof decks;
- c) Green building materials and finishes— environmentally responsible manufactured or recycled materials; or
- d) Smart home technology—LED lighting, Energy Star certified products, programmable thermostats, electrochromic windows, occupancy sensors, dimmers.

2. *Architecture elements:*

- a) Cool roofs—Materials with high solar reflectance index (SRI), cool roof shingles, wood roof deck
- b) High performance windows—Noise-reducing, heat reducing
- c) Soundproofing walls and floors
- d) Terraced floor setbacks
- e) Secured bicycle storage areas

3. *Site elements:*

- a) Industry certification submittals—LEED;
- b) Enhanced stormwater management—Low impact design (LID) measures that reuse or recycle water for onsite use;
- c) Community outdoor space—Urban plazas, green space, parks; or
- d) Sculpture art-work.

F. Commercial Design Guidelines.

1. Building Design.

- a. *Purpose and intent.* This section provides standards to maintain and enhance the attractiveness of the streetscape and the existing architectural design of the community. Buildings shall have architectural features and patterns that provide visual interest from the perspective of the pedestrian; reduce the massing aesthetic; recognize the local character, and be site responsive. Facades shall be designed to reduce the mass/scale and uniform monolithic appearance of large unadorned walls, while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale. Articulation of buildings shall be accomplished by varying the buildings' mass in height and width so that they appear to be divided into distinct massing elements and details that can be perceived at the scale of the pedestrian (see Illustration 1 below).

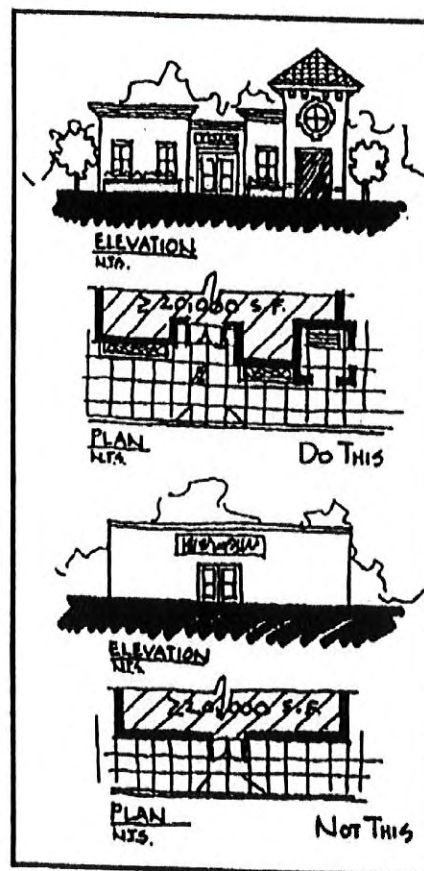


Illustration 1

Buildings and structures on corner lots shall be designed with additional architectural embellishments, such as corner towers, or other such design features, to emphasize their location as gateways and transition points within the community. Signage may

not be located upon or within these additional architectural embellishments.

b. *Building orientation standards.* (See Illustration 2 below)

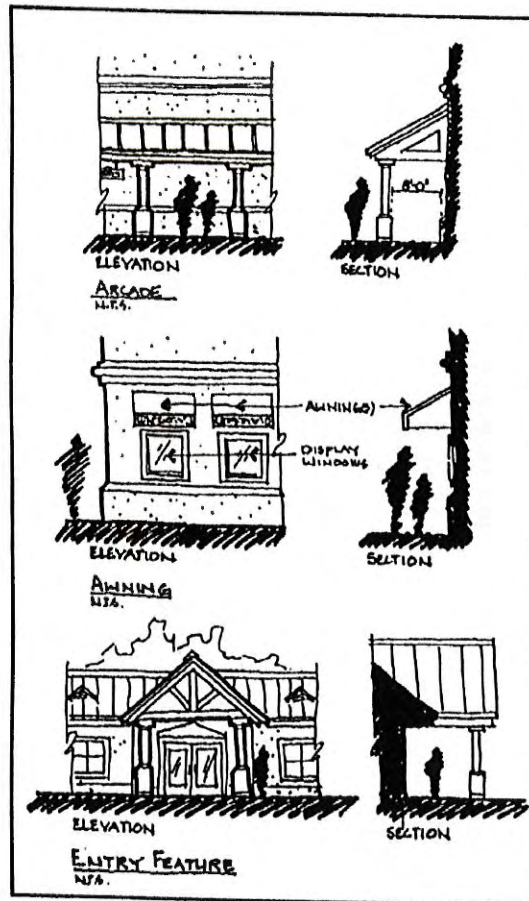


Illustration 2

- i. For buildings of 20,000 square-feet of gross building area or more, façades that are adjacent to an arterial or collector street, shall have two of the following design features:
 1. Windows comprising a minimum of forty (40) percent of the affected façade;
 2. Projected covered public entry with a minimum of twenty-five (25) percent of the wall space devoted to windows; or
 3. Covered walkway (excluding canvas type unless provided with 6-inch columns or better) attached to the building, with a minimum width of 8-feet and a sixty (60) percent minimum coverage for the affected façade.
- ii. For buildings of between 5,000 and 19,999 square-feet, inclusive, or gross building area, façades facing a public street shall have two of the following design features:
 1. Windows comprising a minimum of thirty-three (33) percent of the affected façade;

2. Projected covered public entry with a minimum of twenty (20) percent of the wall space devoted to windows; or
 3. Covered walkway (excluding canvas type unless provided with 6-inch columns or better) attached to the building, with a minimum width of 6-feet and a fifty (50) percent minimum coverage for the affected façade.
- iii. For buildings of less than 5,000 square feet of gross building area, façades facing a public street shall have one of the following design features:
1. Windows comprising a minimum of twenty-five (25) percent of the affected façade; or
 2. Projected covered public entry with a minimum of twenty (20) percent of the wall space devoted to windows.
- c. *Façade/wall height transition.* New structures that are proposed to be located within 300-feet of an existing building, and are more than twice the height of any existing building within 300-feet shall provide transitional massing elements to transition between the existing buildings of lower height within 300-feet, and the proposed structures. The transitional massing element can be no more than one hundred (100) percent taller than the average height of the adjacent buildings (see Illustration 3 below).

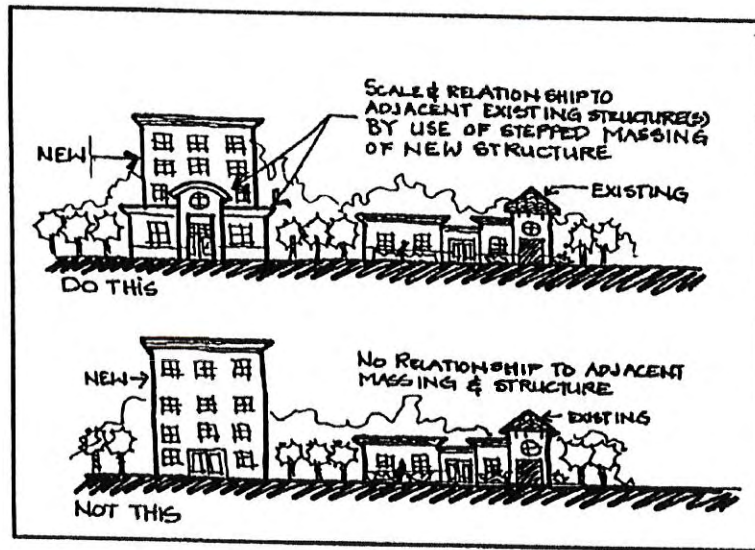


Illustration 3

- d. *Façade standard.* All primary façades of a building shall be designed with consistent architectural style and detail and trim features. Façades attached to a primary façade shall incorporate features of the primary façade for a minimum of thirty-three (33) percent of the overall wall length measured from the attached primary façade. In the case of outparcel buildings, all exterior façades shall adhere to the requirements of this section with respect to architectural design treatments for primary façades.

- e. *Window standards.* Windows shall not appear to be false or applied.
- f. *Awning standards.* These standards shall apply to awnings associated with and attached to a building/structure (see Illustration 4).

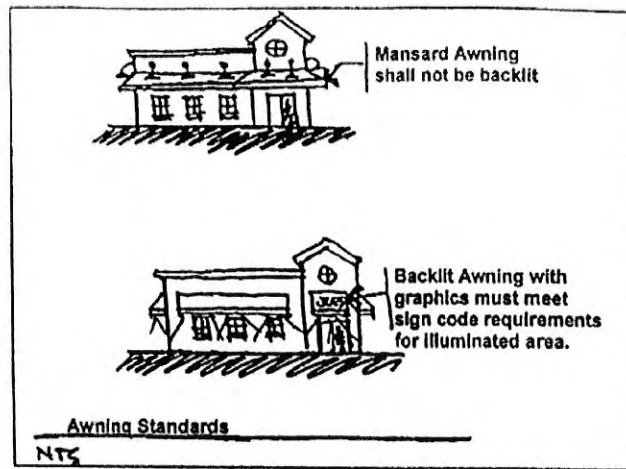


Illustration 4

- i. Mansard awnings are permitted provided they do not extend above the roofline of the building and are not backlit.
- ii. All other awnings shall adhere to the following standards:
1. Awnings may be backlit provided the illuminated portion of the awning with graphics does not exceed the size limitations and standards of this Ordinance.
- g. *Overhead doors.* Overhead doors facing one another may be treated as interior space provided that the buildings meet all other requirements of this Ordinance. (See Illustration 5).

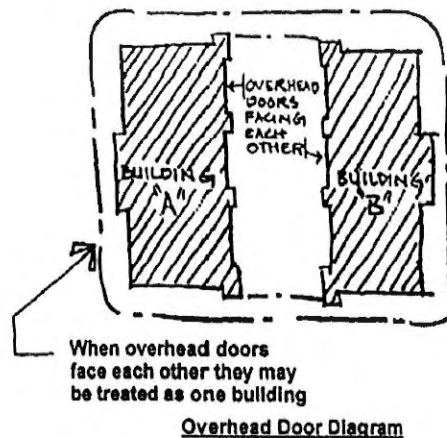


Illustration 5

- h. *Massing standards.* Exterior façades shall be designed to employ the following design treatments:

- i. For buildings of 20,000 square-feet of gross building area or more;
1. No horizontal length or uninterrupted curve of a primary building façade shall exceed 100 linear-feet. For arcaded façades, no horizontal length or uninterrupted curve of the arcaded façade shall exceed 120-feet, with varied lengths being desirable. Projections and recesses shall have a minimum depth of 3-feet with twenty-five (25) percent of these having a varied length with a minimum differential of 1-foot (see Illustration 6).

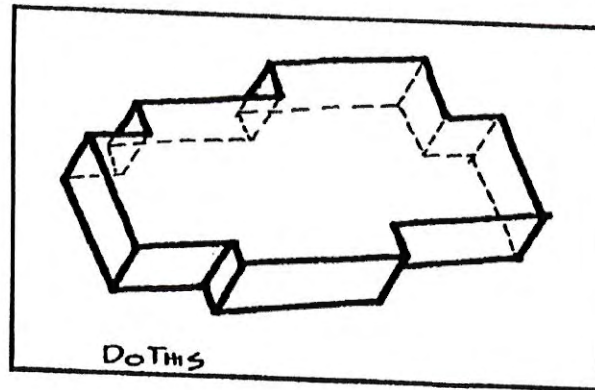


Illustration 6

2. Exterior wall planes shall not constitute more than sixty (60) percent of each affected façade.
 3. Primary façades on the ground floor shall have features along a minimum of fifty (50) percent of their horizontal length per affected side. These features include, but are not limited to: arcades, a minimum of 6-feet clear in width; display windows; entry areas; or other such design elements. Awnings are included in this calculation at 1.5 times the window width when associated with windows/doors and are in increments of twenty (20) feet in length or less.
- ii. For buildings of between 5,000 and 19,999 square-feet, inclusive, of gross building area;
1. No horizontal length or uninterrupted curve of any primary façade shall exceed 50-feet. For arcaded façades, no horizontal length or uninterrupted curve of any primary façade shall exceed 80-feet, with varied lengths being desirable. Projections and recesses shall have a minimum depth of 2-feet.
 2. Exterior wall planes shall not constitute more than fifty (50) percent of each affected façade.
 3. Primary façades on the ground floor shall have features along a minimum of thirty-three (33) percent of their horizontal length per affected side. These features include, but are not limited to: arcades, a minimum of 6-feet clear in width; display windows; entry areas; or any such design elements. Awnings are included in this calculation at 1.5 times the window width when associated with windows/doors and are in increments of 10-feet in length or less.

1 iii. For buildings of less than 5,000 square feet of gross building area;

2 1. No horizontal length or uninterrupted curve of any primary façade shall exceed
3 35 linear-feet. For arcaded façades, no horizontal length or uninterrupted
4 curve of the arcaded façade shall exceed 60-feet, with varied lengths being
5 desirable. Projections and recesses shall have a minimum depth of 1-foot.

6 iv. All buildings shall provide a minimum of one offset per public street.

7 i. *Design elements.*

8 i. All commercial buildings shall have a minimum of four of the following building
9 design treatments (see Illustrations 7 and 8 below):

10 1. Canopies or porticos, integrated with the building's massing and style;

11 2. Overhangs, minimum of 3-feet;

12 3. Arcades, minimum of 8-feet for buildings of 20,000 square-feet of gross
13 building area or more, and 6-feet for all other buildings, clear in width;

14 4. Sculptured artwork;

15 5. Raised cornice or building banding with a minimum of two reliefs;

16 6. Peaked roof forms;

17 7. Arches;

18 8. Ornamental and structural architectural details, other than cornices, which are
19 integrated into the building structure and overall design;

20 9. Clock bell towers or other such roof treatment (e.g. dormers, belvederes,
21 cupolas);

22 10. Emphasized building base, minimum of 3-feet high and minimum projection
23 from the wall of 2-inches;

24 11. Additional roof articulation above the minimum standards;

25 12. Metal or tile roof as the dominant roof material; or

26 13. Any other treatment which, in the opinion of the County Manager or designee,
27 meets the intent of this section.

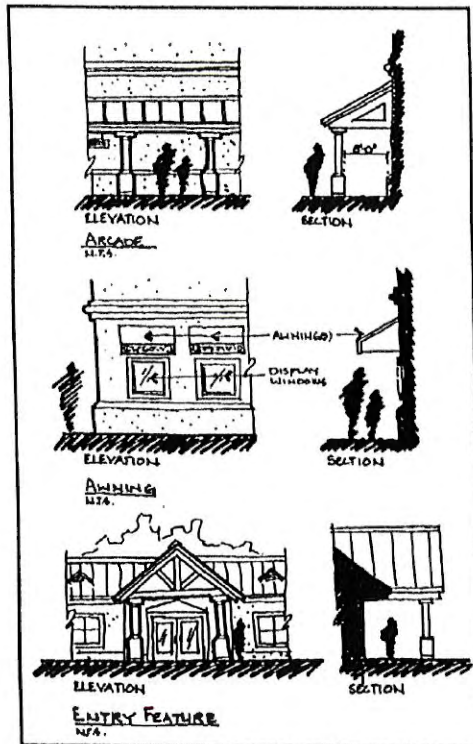


Illustration 7

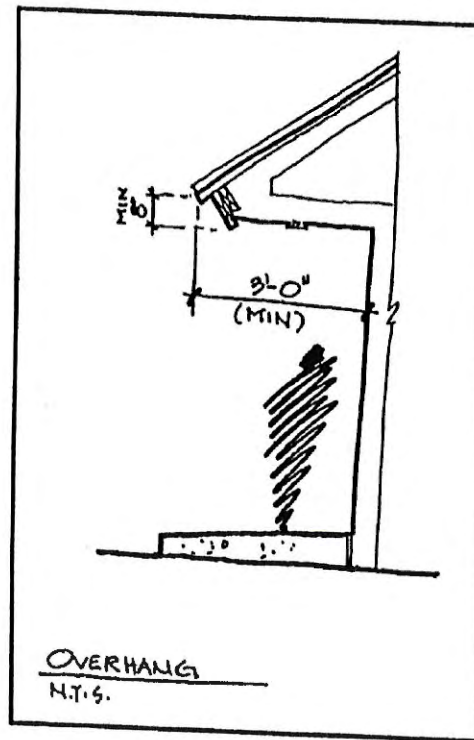


Illustration 8

j. All commercial sites shall have at least one of the following site design elements:

- i. Decorative landscape planters or planting areas, a minimum of five feet wide, and areas for shaded seating consisting of a minimum of 100 square feet;
- ii. Integration of specialty pavers, or stamped concrete along the building's walkway. Said treatment shall constitute a minimum of 60 percent of walkway area;
- iii. Water element(s), a minimum of 150 square feet in area; or
- iv. Two accent or specimen trees (in addition to the minimum required landscaping) along the front facade with a minimum diameter of four inches measured four feet above the ground and a minimum height of 18 feet at planting.

k. Detail features.

- i. *Purpose and intent.* The design elements in the following standards shall be integral parts of a building's exterior façade and shall be integrated into the overall architectural style. These elements shall not consist solely of applied graphics, or paint.
- ii. *Blank wall areas.* Blank wall areas shall not exceed 10-feet in the vertical direction nor 20-feet in the horizontal direction of any primary façade. For façades connected to a primary façade, this shall apply to a minimum of thirty-three (33) percent of the attached façade measured from the connection point. Control and expansion joints within this area shall constitute blank wall area unless used as a decorative pattern and spaced at intervals of 6-feet or less. Relief and reveal work depth must be a

minimum of one-half inch. Landscaping may be used to assist in reducing the blank wall area. Such landscaping shall not be in lieu of architectural treatment (see Illustration 9 and 10 below).



Illustration 9

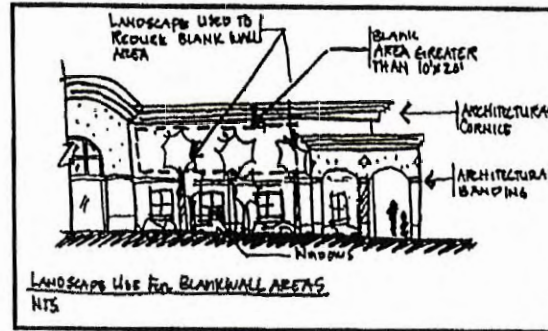


Illustration 10

iii. *Repeating façade treatments.* Building façades shall include a repeating pattern and shall include no less than three of the design elements listed below. At least one of these design elements shall repeat horizontally. All design elements shall repeat at intervals of no more than 50-feet for buildings of 20,000 square-feet of gross building area or more, and 25-feet for all other buildings, horizontally; and a maximum of 15-feet vertically for all buildings.

1. Color change;
2. Texture change;
3. Material module change;
4. Expression of architectural or structural bays, through a change in plane of no less than 12-inches in width, such as a reveal, an offset, or a projecting rib (see Illustration 11 below);

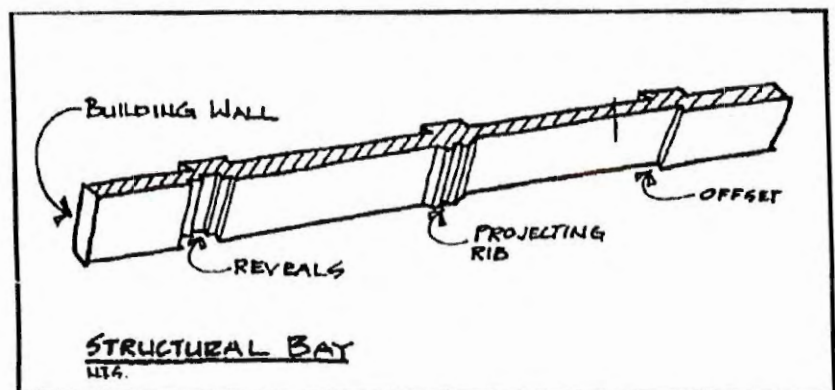


Illustration 11

5. Architectural banding;

6. Building setbacks or projections, a minimum of 3-feet in width on upper level(s); or

7. Pattern change.

I. Additional façade design treatments for multiple use buildings

i. *Purpose and intent.* The presence of buildings with multiple tenants creates variety, breaks up large expanses of uninterrupted façades, and expands the range of the site's activities. Windows and window displays of such stores shall be used to contribute to the visual interest of exterior façades. The standards in this section are directed toward those situations where more than one retailer, with separate exterior customer entrances, are located within the principal building.

ii. *First floor primary façade treatments.*

1. The first floor of the primary façades shall, at a minimum, utilize windows between the heights of 3-feet and 8-feet above the walkway grade for no less than thirty (30) percent of the horizontal length of the building façade.

2. Windows shall be recessed, a minimum of one-half inch, and shall include visually prominent sills, shutters, stucco reliefs, or other such forms of framing.

2. *Roof treatments.*

a. *Purpose and intent.* Variations in roof lines shall be used to add interest to, and reduce the massing of buildings. Roof features shall be in scale with the building's mass and complement the character of adjoining and/or adjacent buildings and neighborhoods. Roofing material should be constructed of durable high-quality material in order to enhance the appearance and attractiveness of the community. The following standards identify appropriate roof treatments and features.

b. *Roof edge and parapet treatment.* At a minimum of two locations, the roof edge and/or parapet shall have a vertical change from the dominant roof condition, a minimum of 3-feet for buildings of 20,000 square-feet of gross building area or more, and 2-feet for all other buildings. At least one such change shall be located on a primary façade adjacent to a collector or arterial right-of-way (see Illustration 12 below). One additional roof change must be provided for every 25,000 square-foot increment over 50,000 square-feet of ground floor space.

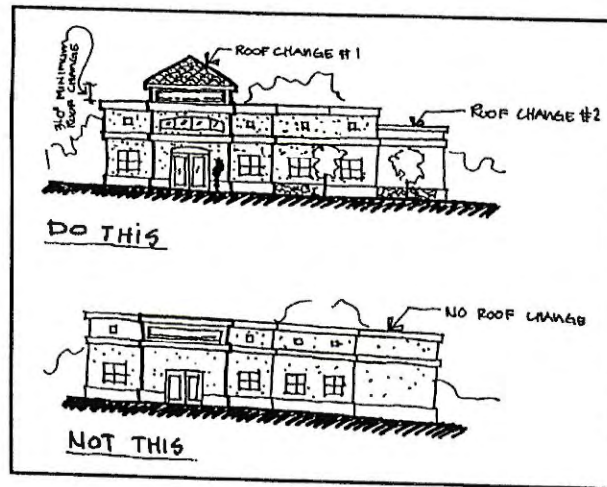


Illustration 12

- c. Roofs shall meet the following requirements (see Illustration 13 below):
 - i. Parapets shall be used to conceal roof top equipment and flat roofs;
 - ii. Except where an overhang is not possible due to a parapet wall treatment, overhangs shall be provided and shall be no less than 3-feet beyond the supporting walls. Where overhangs on existing buildings being renovated are less than 3-feet they shall be provided with a band or cornice, a minimum of 8-inches in width, at least 8-inches below the soffit at the wall;
 - iii. Fascia shall be a minimum of 8-inches;
 - iv. Tile, metal, or 320-pound, 30-year architectural grade asphalt shingles of earth tone as the dominant roof material;
 - v. Canopies covering fueling islands must match the roof treatment of the primary structure.

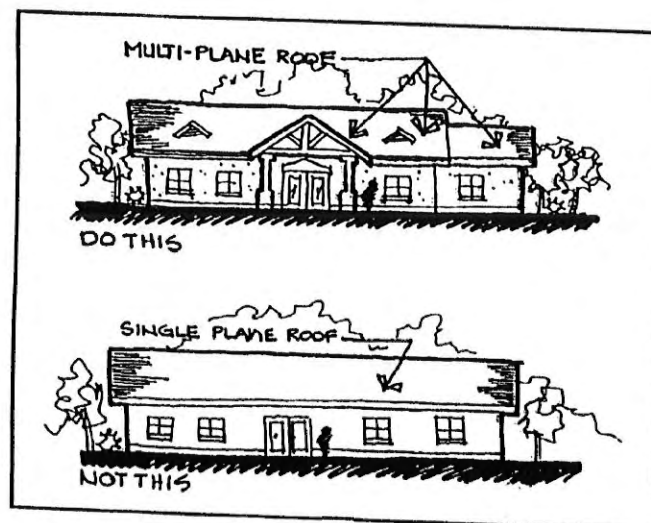


Illustration 13

- 1 d. *Prohibited roof types and materials.* The following types of materials are prohibited:
- 2 i. Asphalt shingles, except laminated, 320-pound, 30-year architectural grade asphalt
- 3 shingles or better;
- 4 ii. Mansard roofs and canopies except as specifically provided for herein;
- 5 iii. Roofs utilizing less than or equal to a 2:12-pitch unless utilizing full parapet
- 6 coverage; and
- 7 iv. Back-lit awnings used as a mansard or canopy roof.

8 3. *Entryways/customer entrance treatments.*

- 9 a. *Purpose and intent.* Entryway design elements and variations are intended to give
- 10 protection from the sun and adverse weather conditions. These elements are to be
- 11 integrated into a comprehensive design style for the project.
- 12 b. *Entryways/customer entrance standards.* These standards identify appropriate entry
- 13 features.
- 14 i. For buildings of 20,000 square-feet of gross building area or more;
- 15 1. *Single-use buildings.* Single use buildings shall have a clearly defined, highly
- 16 visible customer entrances which shall include the following:
- 17 a. An outdoor patio area adjacent to the customer entrance, a minimum of
- 18 200 square-feet in area which incorporates the following:
- 19 i. Benches or other seating components;
- 20 ii. Decorative landscape planters or wing walls which incorporate
- 21 landscaped areas; and
- 22 iii. Structural or vegetative shading.
- 23 b. A main front entry which shall be setback from the drive a minimum
- 24 distance of 15-feet.
- 25 2. *Multiple-Use buildings and projects.* Multi-use structures shall include the
- 26 following:
- 27 a. Anchor tenants shall provide clearly defined, highly visible customer
- 28 entrances.
- 29 b. Each anchor tenant shall have a front entry which shall be setback from
- 30 the drive a minimum of 15-feet.
- 31 c. A provision for intermittent shaded outdoor community space at a
- 32 minimum of one (1) percent of the total gross floor area of the building
- 33 or commercial project. Said community space shall be located off or
- 34 adjacent to the circulation path of the complex or main structure and shall
- 35 incorporate benches or other seating components.
- 36 ii. For buildings of between 10,000 and 19,999 square-feet, inclusive, or gross

building area;

1. An outdoor patio area adjacent to the customer entrance, a minimum of 50 square-feet in area and which incorporates one of the following:
 - a. Benches or other seating components
 - b. A provision for intermittent shaded outdoor community space at a minimum of one (1) percent of the total gross floor area of the building or commercial project. Said community space shall be located off or adjacent to the circulation path of the complex or main structure and shall incorporate benches or other seating components.
2. A main front entry which shall be setback from the drive a minimum of 15-feet.

4. *Materials.*

- a. *Purpose and intent.* Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well-designed and integrated into a comprehensive design style for the project.
- b. *Exterior building materials, exterior colors, and standards.*
 - i. Predominant exterior building materials shall include, but are not limited to:
 1. Stucco of earth tone;
 2. Natural brick (unpainted, unstained, and untinted);
 3. Textured, other than smooth or ribbed, concrete masonry units of earth tone;
 4. Stone (unpainted, unstained, and untinted), excluding an ashlar or rubble construction look;
 5. Wooden or composite siding;
 6. The following colors are prohibited: use of florescent or day glow colors; or
 7. Corporate colors or colors used in the marketing of the business occupying the space which are not earth tone shall be calculated towards the allowable signage copy area (which commercial design standards are set forth in Exhibit "C").. This requirement is intended to provide corporations, franchises, and corporate chains the opportunities to use other exterior colors (other than earth tone), but these colors be considered signage for the purpose of this Ordinance; provided these provisions don't conflict with Florida Statutes Section 553.
 - ii. Predominant exterior building materials that are prohibited include:
 1. Plastic or vinyl siding;
 2. Corrugated or reflective metal panels;
 3. Tile;
 4. Smooth or rib-faced concrete block; and

5. Applied stone in an ashlar or rubble look.
- iii. Automotive and other special type service buildings may utilize prefabricated metal buildings under the following conditions:
 1. Metal buildings are more than 250-feet from any right-of-way;
 2. Metal buildings are located directly behind the main showroom/sales center [or primary structure] so as not to be a dominant façade along the street;
 3. At least eighty (80) percent of the front elevation of any such building and accompanying showroom/sales center must be the elevation of the accompanying showroom/sales center.
5. *Drive-through window standards.* Drive-through windows and lanes shall be designed to adhere to the following standards:
 - a. Drive-through windows shall not be placed between the right-of-way of a primary collector or arterial roadway and the associated building, unless the vegetation required by a Type "B" landscape buffer is installed within the buffer width required for the project and maintained along the entire length of the drive-through stacking and exit lanes between the drive-through lane and the adjacent right-of-way. A permanent covered porte-cochere type structure, other than awning/canvass type structure(s), may be installed extending the width of the drive-through and covering the service window(s). Such structure shall be integrated structurally and architecturally into the design of the building.
 - b. Stacking lanes must be provided. Stacking spaces and lanes for drive-through stations shall not impede on- and off-site traffic movements by blocking vehicular or pedestrian circulation.
6. *Service function areas (SFA) including but not limited to loading, storage, mechanical equipment, and solid waste disposal.*
 - a) *Purpose and intent.* To diminish, in a safe manner, the visual impacts of service functions that may detract or have a negative impact on the streetscape, landscape and/or the overall community image.
 - b) *Buffering and screening standards.* Loading or docking, outdoor storage, trash collection, mechanical equipment, trash compaction, vehicular storage, excluding new and used cars, recycling, roof top equipment and other service function areas shall be fully screened from adjacent properties and road way corridors at ground and pedestrian level
 - c) *Materials and design standards.* Screening material and design shall be consistent with design treatment of the primary facades of the commercial building or project and the landscape plan
7. *Outside play structures.* Outside play structures are prohibited, except in conjunction with those personal service type and institutional uses for which an outside play area is an integral part of the use (e.g. day cares, pre-schools, and schools).

8. *Pedestrian walkways.*

- a) *Purpose and intent.* To provide safe opportunities for alternative modes of transportation by connecting with existing and future pedestrian and bicycle pathways and to provide safe passage from the public right-of-way to the commercial building or project, and between alternative modes of transportation.
- b) *Pedestrian access standards.* Pedestrian ways, linkages and paths shall be provided from the building entry(s) to surrounding streets, external sidewalks, and outparcels. Pedestrian ways shall be designed to provide access between parking areas and the building entrance(s) in a coordinated and safe manner. Pedestrian ways may be incorporated within a required landscape perimeter buffer, provided said buffer is not less than ten feet in width on average. Shared pedestrian walkways are encouraged between adjacent commercial projects.
- c) *Minimum ratios.* Pedestrian ways shall be provided at a minimum ratio of one for each public vehicular entrance to a project, excluding ingress and egress points intended primarily for service, delivery or employee vehicles.
- d) *Materials.* Pedestrian walkways shall be consistent with the provisions of the Americans with Disabilities Act (ADA), the Accessibility Guidelines and the Florida Accessibility Code. Materials may include specialty pavers, concrete, colored concrete or stamped pattern concrete
- e) *Pedestrian crosswalks at building perimeter.* Building perimeter crosswalks shall be designed and coordinated to move people safely to and from buildings and parking areas by identifying pedestrian crossings with signage and variations in pavement materials or markings
- f) *Shade.* Pedestrian walkways shall provide intermittent shaded areas when the walkway exceeds 100 linear feet in length at a minimum ratio of 100 square feet of shaded area per every 100 linear feet of walkway. Shade structures may be natural, manmade or a combination of both

9. *Lighting.*

- a) *Purpose and intent.* Commercial buildings and sites, including their outparcels, shall be designed to provide safe, convenient, and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site. The lighting and lighting fixtures shall be integrated and designed so as to enhance the visual impact of the project on the community and/or blend the project into the surrounding landscape.

Exterior lighting may be used to illuminate a building and its grounds for safety purposes but in an aesthetic manner. Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than in the day. All fixtures used in exterior lighting are to be selected for functional and aesthetic value. Decorative lighting fixtures in keeping with the architecture style shall be used for commercial wall mount lighting and parking lot light poles. Exterior lighting shall be in

accordance with the lighting design standards of this code.

- b) *Shielding standards.* Lighting shall be designed so as to prevent direct glare, light spillage and hazardous interference with automotive and pedestrian traffic on adjacent streets and all adjacent properties. Illumination onto adjacent right-of-way or property shall not exceed 0.5 foot candles
- c) *Fixture height standards.* Lighting fixtures shall be a maximum of 30 feet in height within the parking lot and shall be a maximum of 15 feet in height within non-vehicular pedestrian areas (see Illustration 14 below).
- d) *Design standards.* Lighting shall be used to provide safety while accenting key architectural elements and/or emphasizing landscape features. Light fixtures shall be used as an integral design element that complements the design of the project. This can be accomplished through style, material or color (excluding florescent, primary and secondary colors) or by designing the lighting fixtures to blend into the landscape through the use of dark colors such as bronze, black and forest green. Concrete type poles or mill finish is not permitted. Light pole footers shall not be exposed more than six inches above finish grade

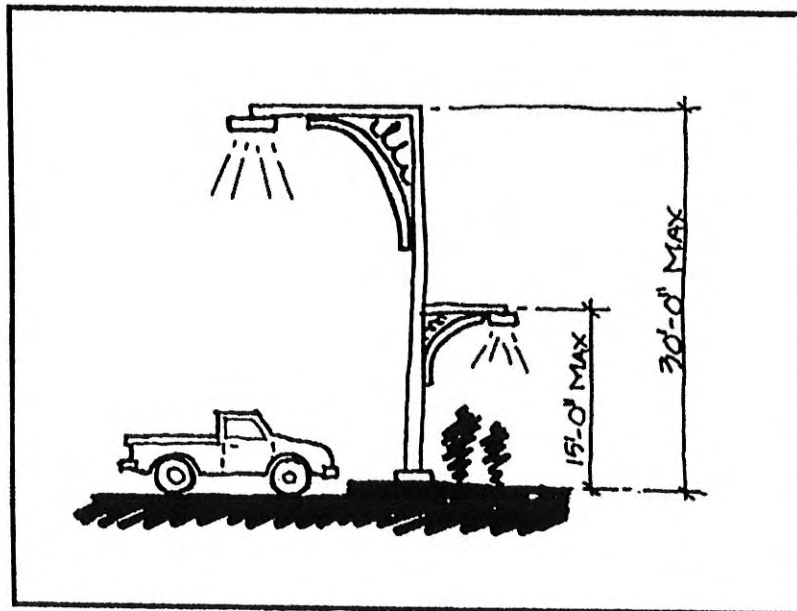


Illustration 14

- 10. *Fencing standards.* Chain link and wood fencing are prohibited forward of the primary facade, except as provided below, and must be a minimum of 100 feet from a public right-of-way. Chain link and wood fencing facing a public right-of-way shall be buffered at a minimum by an irrigated hedge directly in front of the fence on the side of the right-of-way. Plant material shall be a minimum of 24 inches in height and width and planted to create a continuous visual barrier at time of installation. This plant material shall be maintained at a minimum of three quarter the height of the

fencing. (See Illustration 15)

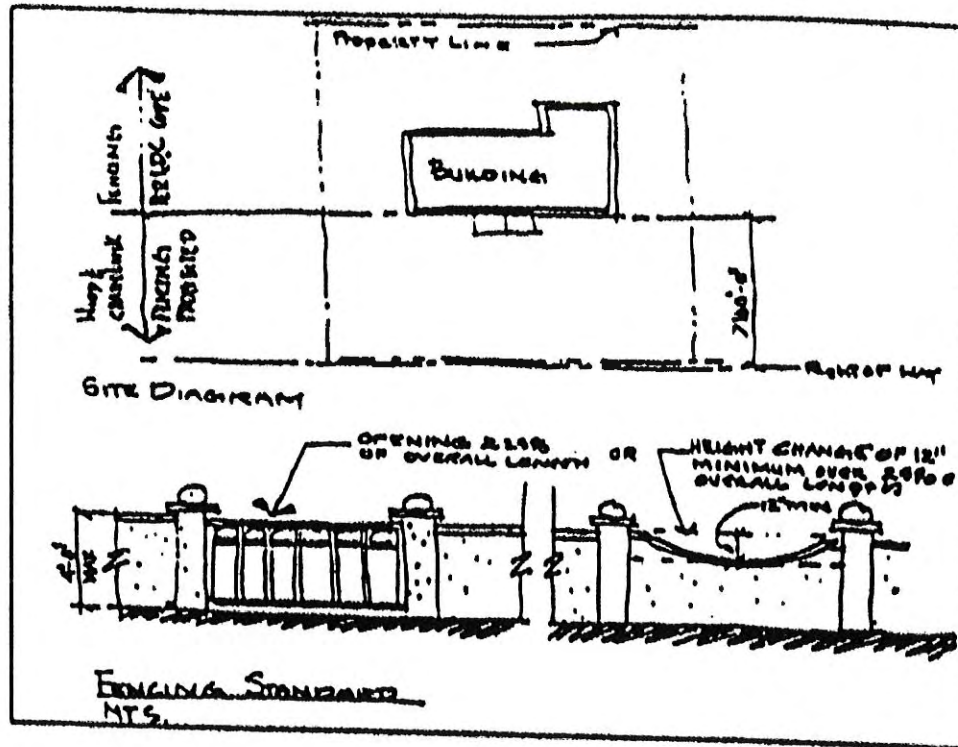


Illustration 15

Fencing forward of the primary facade is permitted under the following conditions

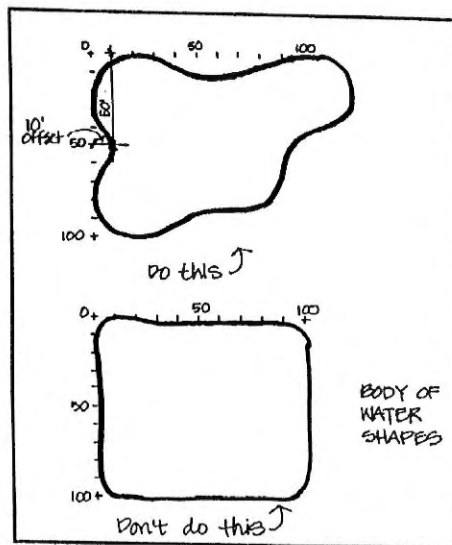
- a) Fencing does not exceed four feet in height;
- b) The fencing provides either an open view at a minimum of 25 percent of its length or provides variation in its height for a minimum of 15 percent of its length with a deviation of at least 12 inches; and
- c) The fence style must complement building style through material, color and/or design.

11. Outparcels.

- a. *Purpose and intent.* To provide unified architectural design between outparcel structures and the main structure on the site in order to enhance the visual impact of the structures and to provide for safe and convenient vehicular and pedestrian access and movement within the site.
- b. *Outparcel design.* All exterior façades of an outparcel structure shall be considered primary façades and shall employ architectural, site, and landscaping design elements which are integrated with and common to those used on the primary structure on site. These common design elements shall include colors and materials associated with the main structure. When the use of common wall, side-by-side development occurs, continuity of façades and consolidated parking for several businesses on one parking lot may be used. Outparcels that are adjacent to each other shall have vehicular

connection between their respective parking lots and interconnected pedestrian walkways.

12. *Natural and manmade bodies of water including wet and dry retention areas for buildings of 20,000 square-feet or more (exceeding 12-feet in width).* The shape of a manmade body of water, including wet and dry retention areas, shall be designed to appear natural by having off-sets in the edge alignment that area a minimum of 10-feet and spaced 50-feet apart. On sites with buildings of 20,000 square-feet of gross building area or more, all bodies of water, including wet and dry retention areas, exceeding 20,000 square-feet in area, and which are located adjacent to a public right-of-way, shall incorporate into the overall design of the project at least two of the following items (see Illustration 14 below):



- a. A 5-foot-wide walkway with trees an average of 50-feet on center and shaded benches a minimum of 6-feet in length or picnic tables with one located every 150-feet.
 - b. A public access pier with covered structure and seating.
 - c. An intermittent shaded plaza/courtyard, a minimum of 200 square-feet in area, with benches and/or picnic tables adjacent to the waterbody.
 - d. A permanent fountain structure.
13. *Architectural and site design standards and guidelines for commercial buildings and projects with a gross building area of 20,000 square feet or larger*
- a) *Off street parking design.* Subject to the following provisions
 - a) *Purpose and intent.* Commercial buildings and sites, including their outparcels, shall be designed to provide safe, convenient, and efficient access for pedestrians and vehicles. Parking shall be designed in a consistent and coordinated manner for the entire site. The parking area shall be integrated and designed so as to enhance the visual appearance of the community.

- b) *Design standards.* Parking, utilizing the same degree of angle, shall be developed throughout the site to provide efficient and safe traffic and pedestrian circulation. A single bay of parking provided along the perimeter of the site may vary in design in order to maximize the number of spaces provided on-site. The mixture of one-way and two-way parking aisles, or different degrees of angled parking within any parking area is prohibited, except as noted above, or where individual parking areas are physically separated from one another by a continuous landscape buffer, a minimum ten feet in width with limited access. Landscape buffers for these locations shall use landscape material other than grass for separation of parking areas (See Illustrations 17 and 18).

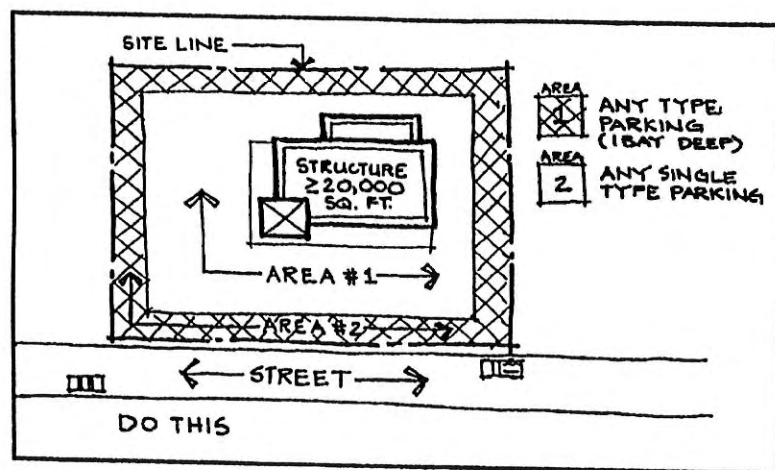


Illustration 17

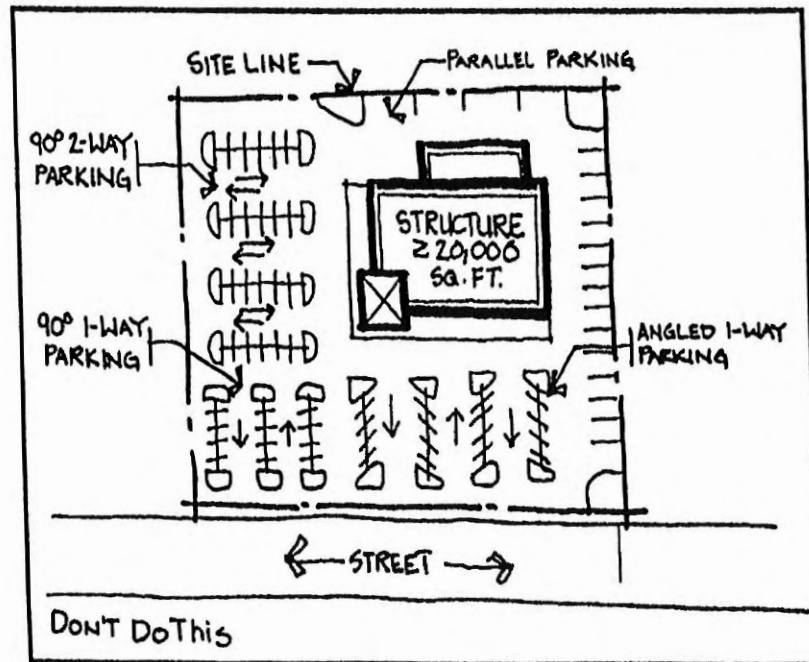


Illustration 18

- c) *Maximum parking.* Parking in excess of the minimum parking requirements shall consist of grassed parking surface as opposed to paved or paver block surfaces. These parking spaces shall be located furthest from the main building on the site.
- d) *Parking location.* Projects shall be designed to adhere to the following standards;
 1. *Interior lots.* No more than 50 percent of the off-street parking for the entire commercial building or project shall be located between any primary facade of the commercial building or project and the abutting street or navigable waterway. (See Illustration 19 below).

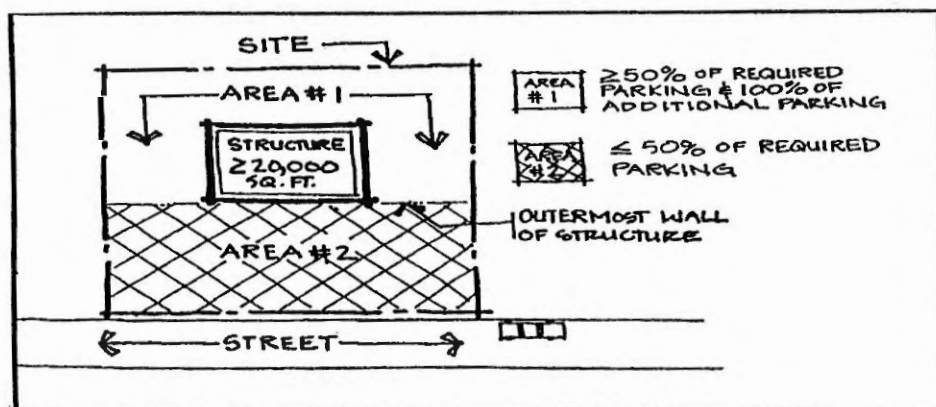


Illustration 19

2. *Corner lots.* No more than 80 percent of the off-street parking for the entire commercial building or project shall be located between any primary facade of the commercial building or project and the abutting street or navigable waterway area, with no single side to contain more than 65 percent of the required parking. (See illustration 20 below).

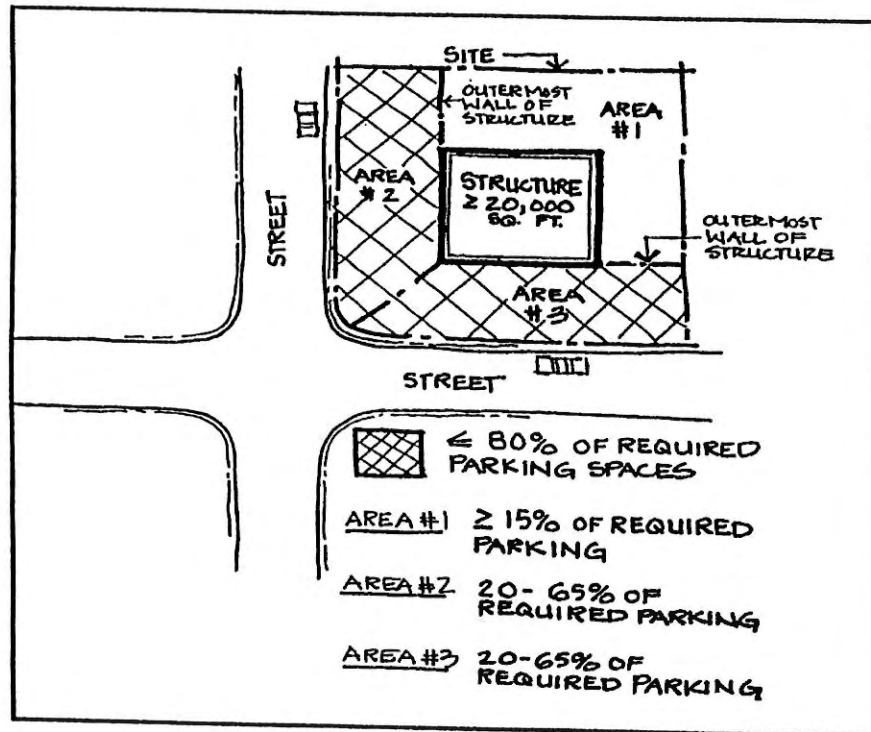


Illustration 20

- e. *Parking structure standards.* A minimum of 60 percent of any primary facade of a parking structure or covered parking facility shall incorporate two of the following (see Illustration 21 below for examples):
 1. Transparent windows, with clear or lightly-tinted glass, where pedestrian oriented businesses are located along the facade of the parking structure;
 2. Display windows;
 3. Decorative metal grille-work or similar detailing which provides texture and partially and/or fully covers the parking structure opening(s);
 4. Art or architectural treatment such as sculpture, mosaic, glass block, opaque art glass, relief work, or similar features; or,
 5. Vertical trellis or other landscaping or pedestrian plaza area.

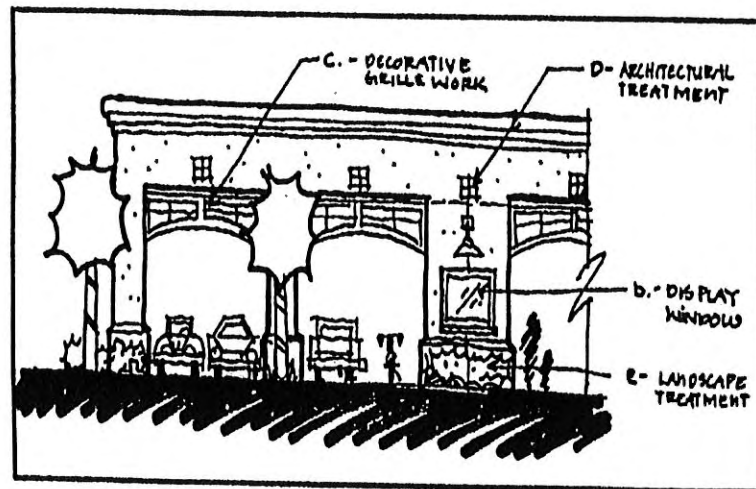


Illustration 21

14. *Landscaping*, "Landscaping and buffering" the following requirements shall apply.

- a) *Purpose and intent.* To provide enhanced landscaping within the vehicular and pedestrian use areas of large commercial buildings and projects. Such landscaping is intended to enhance the visual experience of the motoring and pedestrian public, commonly referred to as the "streetscape". Landscaping should be used to enhance and complement the site design and building architecture.
- b) *Landscaping.* The following requirements, with the exception of building perimeter plantings, shall be counted toward the required greenspace and open space requirements.
- c) Tree and lighting locations shall be designed so as not to conflict with one another (see Illustration 22 below).

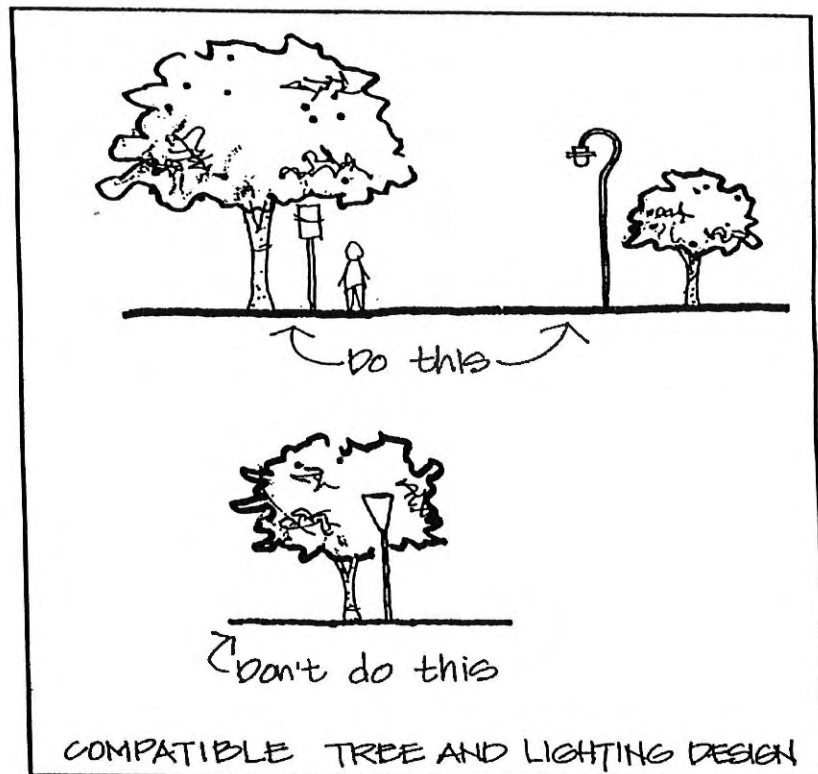


Illustration 22

d) *Locational requirements for building perimeter plantings.*

1. Perimeter landscape plantings shall be located adjacent to the primary building facade, including building entrance areas, plazas, and courtyards. These areas shall be landscaped with any combination of trees, palms, shrubs and ground covers (see Illustrations 23 and 24)

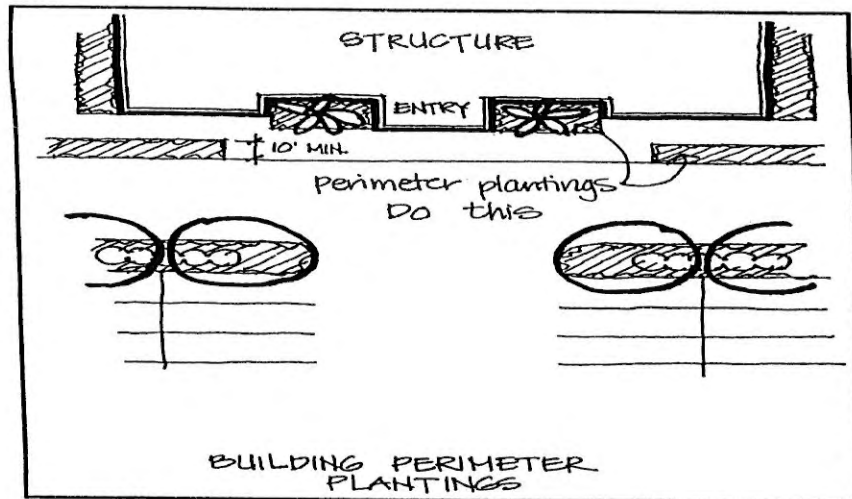


Illustration 23

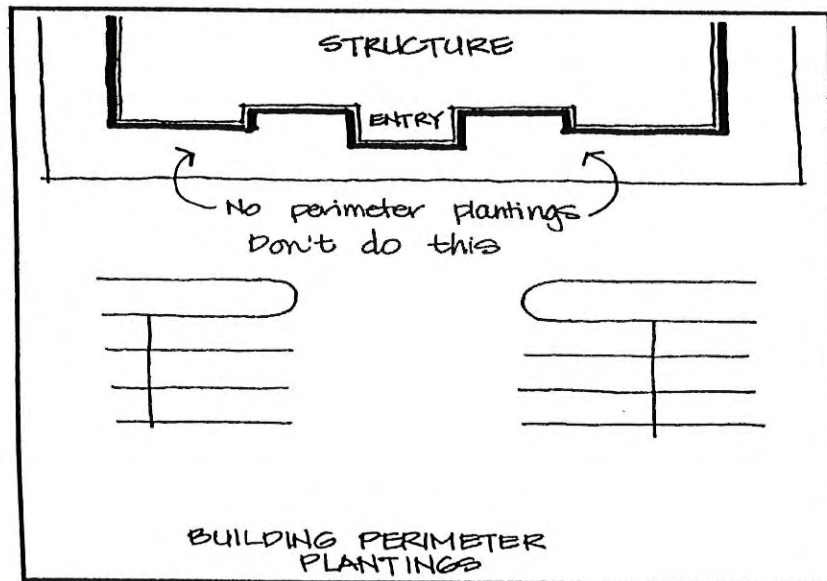


Illustration 24

2. Building perimeters shall include plantings at a ratio of 100 square feet of planters per 1,000 square feet of building ground floor area. Planters shall either be raised or at ground level and be a minimum of ten feet wide. Seating courtyards, eating areas and plazas may be incorporated within them (see Illustration 25 below).

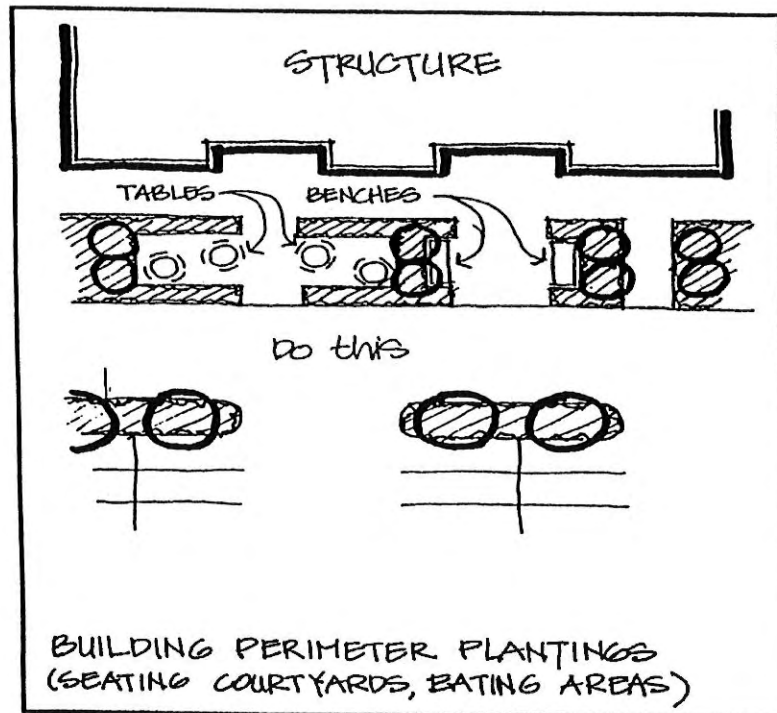


Illustration 25

15. *Shopping center design standards.* To maintain common architectural themes and to maintain architectural integrity of shopping centers, design and material standards shall be enforced.

- a) Shopping centers shall be constructed of split face, ribbed or salted block or other material as approved by the County Manager or designee.
- b) Development on outparcels of the shopping center shall maintain the same architectural features, colors and textures as the shopping center.
- c) Standard architectural themes shall be maintained on all sides of buildings.
- d) Signs shall be constructed of the same or similar materials at the shopping center and outparcels

16. *Interpretations.* During the course of review should an applicant and staff be unable to concur on the application of a specific provision or provisions of this section, the County Manager or designee shall be authorized to make a final determination. The County Manager or designee shall render his finding in writing within 15 days of receipt of a written request from the applicant. The applicant may appeal the determination of the County Manager or designee to the planning and zoning board.

17. *Parking and loading areas*

1. *Permanent reservation:* Areas reserved for off-street parking or loading in accordance with the requirements of this section shall not be reduced in area or changed to any other use unless the permitted use which it serves is discontinued or modified, except where equivalent parking

or loading space is provided.

2. *Determining required off-street parking and loading and unloading spaces:*

a. When units or measurements determining the number of required off-street parking and off-street loading spaces result in a measurement of a fractional space, any fraction up to and including one-half shall be disregarded and fractions over one-half shall require one off-street parking or off-street loading space. Provided, however, the before-mentioned provision waiving fractional units of measurements shall not apply to the first off-street loading and unloading space.

b. As required under the off-street loading and unloading regulations, the space provided for loading and unloading purposes shall not be construed as providing required off-street parking space.

3. *Off-street parking requirements.* There shall be provided, at the time of erection of any main building or structure, or at the time any main building is enlarged or increased in capacity by adding guest rooms or floor area, minimum off-street parking space with adequate provision for ingress and egress. An off-street parking space shall consist of a minimum net area of 200 square feet, with a minimum width of ten feet and a minimum length of 20 feet, exclusive of access drives or aisles adjacent thereto. The following minimum number of spaces shall be provided:

a. Hotels and motels: One space for each unit plus one space for each employee plus parking as may be required for accessory uses (including restaurants, conference and banquet rooms and retail store(s)). Parking for all accessory uses shall be one space per six people based on occupancy load requirements.

b. Rooming, boardinghouses or dormitories: One space for each bedroom.

c. Retirement centers: One space per dwelling unit plus parking as may be required for accessory structures in accordance with established standards

d. Adult living facilities: One space for each four licensed beds plus one per employee on the largest shift plus one per company vehicle.

e. Adult living facilities: One space for each four licensed beds plus one per employee on the largest shift plus one per company vehicle.

4. *Commercial:*

a. General business or personal service establishments: One space for each 250 square feet of gross floor area.

b. Office buildings: One space for each 300 square feet of gross floor area.

c. Restaurants and other eating establishments: One space for each four seats plus one space for each employee on the largest shift

d. Furniture and appliance stores: One space for each 200 square feet of gross floor area up to 10,000 square feet and one space for each 600 square feet over 10,000 square feet.

- e. Convenience stores: One space for each 100 square feet of gross area
 - f. Gas and service stations: Three spaces for each bay plus one space for each employee on the largest shift.
 - g. Commercial not catering to the retail trade: One space for each two employees on the largest shift plus one space for each company vehicle operating from the premises.
 - h. Bowling alleys: Five spaces for each alley.
 - i. Commercial recreation (skating rinks, miniature golf, go-cart trucks, etc.): One space for each employee plus one space for each three persons the facility is designated to accommodate.
 - j. Flea markets: Three spaces for each table, counter or booth.
 - k. Shopping centers: One space for each 250 square feet of leasable floor area
 - l. *Manufacturing*: One space for each 500 square feet of gross floor area
 - m. *Warehouse*: One space for each 1,000 square feet of gross floor area
 - n. *Hospitals, sanitariums and convalescent homes*: Two spaces per bed.
 - o. *Kennels and animal hospitals*: Four spaces plus one space for each 600 square feet of covered area over 3,000 square feet
 - p. *Schools and public buildings*: One space for each four seats in the main auditorium or place of assembly.
 - q. *Theaters*: One space for each ten seats.
 - r. *Stadiums and arenas*: One space for each five seats.
 - s. *Child care centers*: One space for each employee, plus one space for each ten clients.
 - t. *Libraries and museums*: One space for each 300 feet of area open to the public.
 - u. *Churches, temples, or places of worship*: One space for each three seating places in the main auditorium
 - v. *Golf and gun clubs*: One space for each five members
 - w. *Private clubs or lodges*: One space for each ten members.
18. *Location of off-street parking spaces*;
- a) Parking spaces for other uses shall be provided on the same lot or on a lot of not more than 500 feet distance as measured along the nearest pedestrian walkway.
 - b) Parking requirements for two or more uses, of the same or different types, may be satisfied by the allocation of the required number of spaces of each use in a common parking facility.
19. *Parking space and aisle size requirements*. Off-street parking areas shall be designed so as to meet the minimum dimensions as shown on the following table:

Parking Angle (degrees)	Stall Width (feet)	Stall to Curb (feet)	Access Aisle One-way (feet)	Curb Length (feet)
0	10.0	10.0	12.0	22.0
30	10.0	18.7	12.0	20.0
40	10.0	20.5	13.0	15.6
45	10.0	21.2	13.0	14.1
50	10.0	21.8	13.0	13.1
60	10.0	22.3	18.0	11.6
70	10.0	22.2	18.0	10.6
80	10.0	21.4	24.0	10.2
90	10.0	20.0	24.0	10.0

Minimum aisle widths shall be 12 feet for one-way traffic and 24 feet for two-way traffic

20. *Parking garages;*

- a) *Parking space and aisle dimensions:* Dimensions shown above apply. Depending on the needs of the use being served by a particular parking garage, space and aisle sizes may be reduced subject to the approval of the local government.
- b) *Compact spaces:* Up to 30 percent of the required parking spaces in any parking garage may be designed as compact spaces. Such spaces must be prominently marked and posted. Minimum compact space size shall be 8.5 feet wide and 18.5 feet deep for 90-degree spaces.

21. *Motorcycle spaces.* In building sites containing at least 20 parking spaces, motorcycle parking spaces may be provided in addition to the required number of automobile spaces in accordance with the following standards:

- a) Minimum width = Four feet
- b) Minimum length = Ten feet
- c) All motorcycle parking shall be clearly identified through signage or marking as reserved for motorcycles

22. *Lighting.* Lights used to illuminate any off-street parking facility shall be arranged so as not to create a hazard or nuisance to traffic or to adjacent properties. Light height shall be limited to 35 feet.

23. *Handicapped access.* Handicap accessibility to each principal building shall be provided from rights-of-way and parking areas by means of a pathway leading to at least one entrance generally used by the public. Such pathway shall be clear of all obstructions prior to the opening of the building to the public. Where curbs exist along such pathway, as between a parking lot surface and a sidewalk surface, inclined curb approaches or curb cuts having a gradient of not more than one foot in 12 feet and a width of not less than five feet shall be provided for access by wheelchairs.

Parking space reserved for handicapped. A parking lot servicing each entrance pathway required by this item shall have level parking spaces for physically handicapped persons in the following amounts:

Total Spaces in Lot	Required Number of Reserved Spaces
Up to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 and over	2% of total

a) *Design standards for reserved spaces.* Reserved parking spaces shall be not less than 12 feet in width with a five-foot access aisle and shall be identified by above-grade signs as being reserved for physically handicapped persons. Such spaces shall be located as close as possible to elevators, ramps, walkways and entrances. Parking spaces should be located so that physically handicapped persons are not compelled to wheel or to walk behind parked cars to reach entrances, ramps, walkways and elevators.

24. *Off-street loading and unloading.* All buildings which are erected, enlarged, altered or converted shall provide off-street loading facilities in conformance with the requirements of this section, so that vehicles engaged in loading and unloading of goods and materials will not interfere with the public use of streets, sidewalks and alleys by automotive vehicles and pedestrians.

a) *Loading requirements:*

Use Category	Gross Floor Area in Square Feet	Loading Spaces Required
Auditoriums, assembly halls, stadium	20,000 to 50,000 Over 50,000	Two berths Four berths
Automotive sales or service recreation facilities, amusements	2,000 to 15,000 15,000 to 40,000	One berth Two berths
**Each additional 10,000 or fraction thereof, add one berth.		
Office buildings, apartments, hotel, motel, hospital, nursing or convalescent	5,000 to 20,000 20,000 to 100,000 More than 100,000	One berth Two berths Three berths
Funeral homes or mortuaries	2,500 to 4,000 4,000 to 6,000	One berth Two berths
**Each additional 10,000 or fraction thereof, add one berth.		
Retail stores (including department stores, restaurants, consumer services), wholesale and	3,000 to 10,000 10,000 to 20,000	One berth Two berths

jobbing establishments		
**Each additional 10,000 or fraction thereof, add one berth.		
Note: Convenience stores shall provide adequate space to accommodate a tractor trailer (14' x 60' minimum).		
Manufacturing or processing, research and development	Up to 15,000 15,000 to 40,000 40,000 to 65,000	One berth Two berths Three berths

- b) *Size and dimension of loading spaces.* A loading space is a space located within the main building or on the same lot which provides an area for standing, loading and unloading of trucks. The minimum dimensions of loading bays shall be as follows:

Vehicle Type	Width (feet)	Length (feet)	Vertical Maneuvering Clearance (feet)	Apron (feet)
Single units	12	30	12	30
Tractor trailers	14	60	15	60

The County Manager or designee shall determine the need for single unit or tractor trailer spaces or combination thereof, based upon the specific use.

- c) *Changed or enlarged use.* When the use of a building or land or any part thereof is changed to a use requiring off-street loading facilities, the full amount of off-street loading space required shall be supplied and maintained. When any building is enlarged or its occupancy requires off-street loading space, the full amount of such space shall be supplied and maintained for the building or use in its enlarged or extended size.
- d) *Combined off-street loading.* Collective, joint or combined provisions for off-street loading facilities for two or more buildings or uses may be made, provided such loading facilities are equal in size and capacity to the combined requirements of the various buildings or uses, and are designed, located and arranged to be usable thereby. The joint use shall be by recorded easement, at a minimum.
- e) *Public right-of-way provision.* In no case shall any public right-of-way be used for the loading or unloading of materials, unless in compliance with Code.
- f) *Ingress and egress.* There shall be adequate provisions for ingress and egress to all loading areas designed for use by employees, customers, delivery services, sales people and the general public. Where a loading area does not abut a public right-of-way, private alley or access easement, an access drive shall be provided into the loading area, which shall consist of one drive per lane of traffic and shall not be less than 18 feet in width.

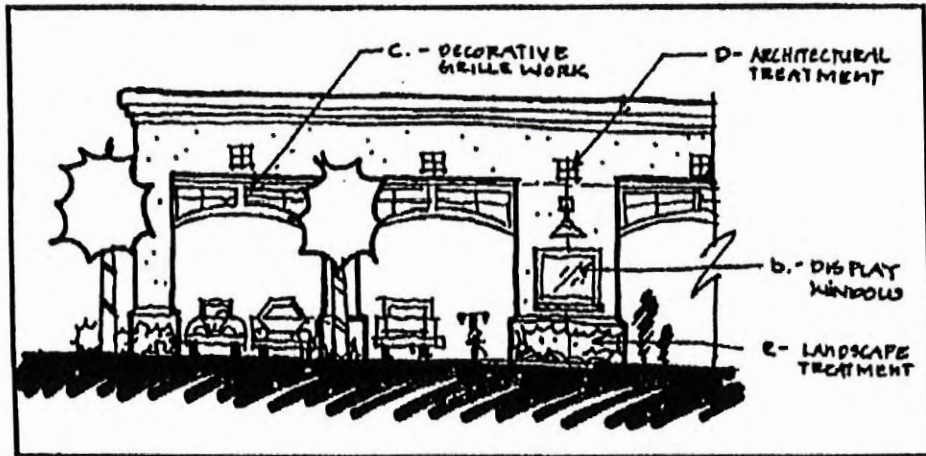
25. *Construction specifications.* All parking lots, loading areas and vehicular use areas shall have durable all-weather drainage and surface water control.

- a) *Acceptable materials.* A durable all-weather surface shall mean an improved surface of

- concrete, brick, asphalt, permanent porous grating or other permanent dust-free surfaces. Wood chips or similar materials shall only be allowed for lots of four spaces or less. All handicap spaces shall consist of hard surface materials
- b) *Use of stone for parking surfaces.* Stone may be used as a parking surface on a limited basis as an alternative material in accordance with the following standards:
- a) The entire parking facility in which the stone surface is used shall not consist of more than six parking spaces.
- b) To ensure that nuisances and safety hazards will not be created by the spilling of stone onto sidewalks and streets, stone shall not be used on any driveway or parking aisle within 15 feet of a street right-of-way.
- c) No limerock or similar material shall be used for stone surfaces.
- d) Parking and driveway located in the front yards of the RP zoning district are restricted to either hard surface materials consisting of either concrete, brick pavers or asphalt for new developments.
26. *Wheel stop standards.* A maximum of a two-foot overhang is required from a raised curb or wheel stop onto a nonpaved surface for all off-street parking spaces, except parallel spaces and adjacent to landscaping. In cases where there is a raised curb adjacent to paved walkways wheel stops may be waived, provided there is an additional two-foot area of paved walkway adjacent to the parking space. However, the minimum parking space sizes shall not be reduced in cases where wheel stops are not used in this application. All landscaped areas shall be protected from vehicle encroachment by wheel stops.
27. *Access barriers.* Improvements shall be provided as necessary to prevent ingress and egress at any point other than designated driveways.
28. *Marking and signage of parking spaces.* All parking spaces shall be marked on the pavement (except where stone or mulch parking surfaces are used). Other directional information to assist traffic flow shall be provided by either pavement marking or signage
29. *Bicycle racks.* For proposed nonresidential uses having an off-site parking requirement of 20 spaces or more, a number of off-street bicycle parking spaces shall be provided equal to five percent of the automobile parking space requirement with a maximum of five racks. All bicycle racks must be the "Inverted U" type. Each inverted U provided will count as two bicycle parking space. Bike rack designs other than the type described above must be approved by the planning and zoning board during site plan review
30. *Unimproved parking areas.* The local government may authorize that required off-street parking spaces and vehicular use areas remain as unimproved reserved areas as follows:
31. *Reduced need.* Up to 25 percent of required spaces may be unimproved, wherever the local government finds that one or more of the following circumstances exists:
- a) The expected need for off-street parking is lessened due to unusual characteristics of the use, and comparable data is available to establish that there is no present need for parking.:

- b) The use will be immediately adjacent to public transportation facilities serving a significant proportion of residents, employees and/or customers.
 - c) The use will provide effective private or company car pool, van pool, bus or similar transportation programs.
 - d) There is substantial evidence that a proportion of residents, employees and/or customers utilize, on a regular basis, bicycle or pedestrian transportation alternatives commensurate with reduced parking requirements.
 - e) In some cases the required number of spaces may be more than the intended building use requires. If a developer feels that the parking requirements are excessive for his intended use, he may provide an alternative parking analysis from an engineer for relief of this requirement. They must show sufficient cause for their belief.
32. *Occasional parking.* Up to 40 percent of required parking spaces may be unimproved, if parking lot is to be used for occasional parking only (approximately one or two times per week); and provided that all accessways and aisles shall be paved.
33. *Temporary or interim parking.* Up to 100 percent of required parking spaces may be unimproved, where the facility will be used on only a temporary or interim basis (not more than 90 days per year).
34. *Required conditions for reservation.* No unimproved reservation of required parking areas permitted by this code shall be authorized unless:
- a) The area covered by the reservation shall be shown on the final site plan
 - b) The property owner shall, at his own expense, enter into a written agreement, recorded in the records of the county and running with the land, that the area covered by the reservation shall never be encroached upon, used, sold or leased for any purpose other than parking for the use it serves, so long as the off-street parking facilities are required by this section.
 - c) The written agreement shall include such conditions as may be necessary to guarantee development of the reserved spaces whenever the local government shall determine that the need exists, or that the reserved area has not been maintained in a healthy, grassy state. The agreement shall be voided if the reserved spaces are developed or if the off-street parking facilities are no longer required
35. *Parking structure standards.* A minimum of sixty (60) percent of any primary façade of a parking structure or covered parking facility shall incorporate two of the following (see Illustration 15 below for examples):
- a. Transparent windows, with clear or lightly-tinted glass, where pedestrian oriented businesses are located along the façade of the parking structure;
 - b. Display windows;
 - c. Decorative metal grille-work or similar detailing which provides texture and partially

- and/or fully covers the parking structure opening(s);
- d. Art or architectural treatment such as sculpture, mosaic, glass block, opaque art glass, relief work, or similar features; or,
 - e. Vertical trellis or other landscaping or pedestrian plaza area.

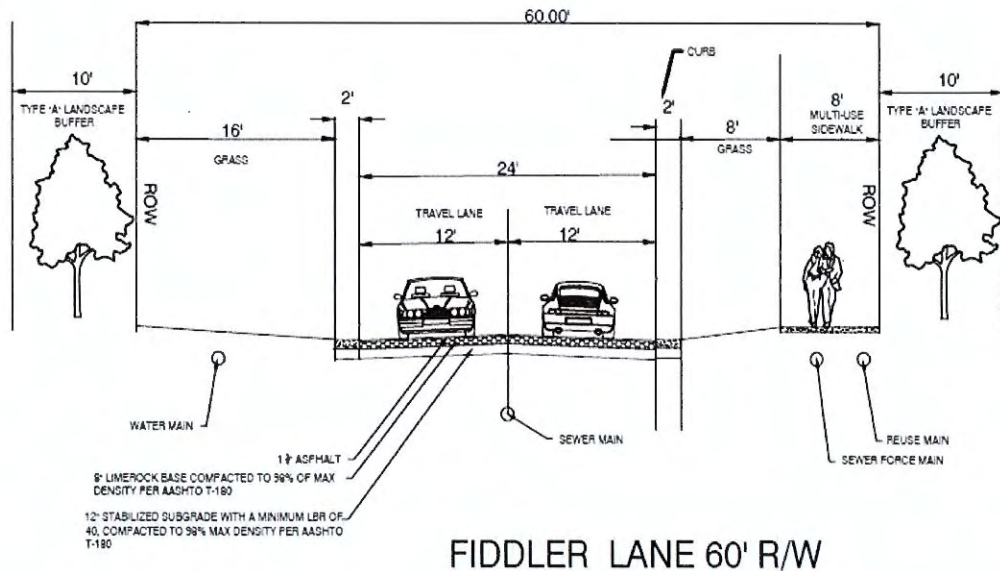
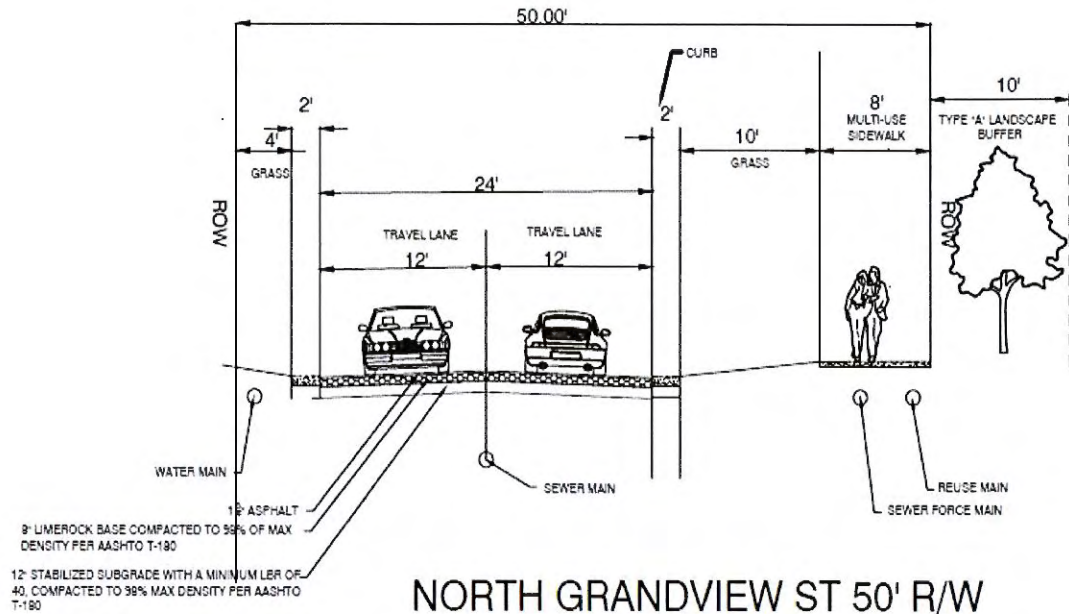


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1 **G. Landscaping, Buffering, and Screening Requirements.**

Buffer Number	Location	Adjacent Property	Buffer Width	Buffer Type
1	North	US 441	15-feet	Type "C" (15-foot-wide), as defined by LDR Section 9.01.06
2	East	Bristol Lake Road, Bristol Lake Apartments Phase II	10-feet	Type "A" (10-foot-wide), as defined by LDR Section 9.01.06
3	South	Limit Avenue	10-feet	Type "A" (10-foot-wide), as defined by LDR Section 9.01.06
4	West	Mt. Dora Public Works	No Buffer	Mount Dora Resolution 2019-40: City of Mount Dora will provide, at City's expense, both a landscape buffer and security fence along the eastern property boundary satisfactory to landowner.
5	West	Waterman Village	No Buffer	Offset 50' ROW & use neighbor existing buffer per LDR Section 9.01.06 – Waterman Village: 30-foot average width buffer, 4 canopy trees, 5 understory trees per 100 feet, hedge and a 5-foot fence.
6	West	JW Simpson Way	10-feet	Type "A" (10-foot-wide), as defined by LDR Section 9.01.06
7	East	*N. Grandview Street Extension	10-feet	Type "A" (10-foot-wide), as defined by LDR Section 9.01.06
8	South	*Fiddler Drive	10-feet	Type "A" (10-foot-wide), as defined by LDR Section 9.01.06
9	North	*Fiddler Drive	10-feet	Type "A" (10-foot-wide), as defined by LDR Section 9.01.06
10		Between Residential Uses	5-feet	Fence and/or precast wall in between residential uses – no landscape required.

*See roadway cross section detail.



1. Walls with decorative aluminum fencing and decorative type stone caps are required along the east side of N. Grandview Street and the south side of Fiddler Drive. They will be approved and constructed as part of the residential construction plan or site plan approval.
2. Drought tolerant, native trees, and vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.

3. Best Management Practices for native landscaping and “right plant-right place” landscaping techniques shall be utilized in the design and installation of invasive exotic plant species in all landscape plantings is prohibited.
4. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.
5. Landscaping, irrigation, and screening shall be in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended

H. Transportation.

1. All access management shall be in accordance with the Florida Department of Transportation (FDOT), Comprehensive Plan and Land Development Regulations, as amended.
2. Access from US 441 will require permitting from FDOT.
3. The development shall be required to design, permit, and construct a traffic signal on US 441 and site's entrance, if warranted by FDOT, along with coordinating the design and operation with both the Florida Department of Transportation (FDOT) and Lake County.
4. The site will need to provide vehicular, pedestrian, and bicycle connectivity, via a multi-use trail, with Fiddler Drive, JW Simpson Way and North Grandview Street.
5. Traffic calming treatments per code, if warranted by a traffic analysis, will need to be included in the infrastructure design utilizing Florida Greenbook appropriate treatments and acceptable by Department of Public Works.
6. Internal roads within the development shall be designed to meet Florida Greenbook and Lake County road design standards.
7. If the roads within the PUD are platted as public roads, future road maintenance will be funded through the use of a municipal service taxing unit (MSTU), or municipal service benefit unit (MSBU) as authorized under Section 125.01(1)(q), Florida Statutes. Before or concurrent with any final plat or site plan approval, the Owner shall provide any documentation required by the County to impose an MSTU or MSBU, at the County's discretion, on the platted lots. Additionally, the Owner acknowledges and agrees that the MSTU or MSBU shall be collected as a non-ad valorem assessment using the uniform method of collection set forth under Section 197.3632, Florida Statutes.
8. Additional offsite road improvements on Limit Avenue may be required by this development if warranted by a traffic study and are eligible for impact fee credits as provided under Code.
9. Additional right-of-way for Limit Avenue will be required to meet at minimum 40-feet from centerline of the existing road, but may increase with intersection improvements or realignment if warranted by a traffic study.
10. Sidewalks will be required within the development and along Limit Avenue.

- I. Environmental Requirements.** An Environmental Assessment must be submitted within 6-months of the date the preliminary plat application is filed to address natural vegetative communities, wildlife

corridors and designated species. The assessment shall be prepared in accordance with other applicable provisions of the LDR.

J. Stormwater Management. The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.

K. Signage. All signage shall be consistent with the Comprehensive Plan and LDR, as amended; except for commercial signage, which shall be according to the requirements in Exhibit "C"

L. Lighting. Exterior lighting must be in accordance with the LDR, as amended, and consistent with Dark-Sky Principles.

M. Noise. The development must comply with the noise protection provisions contained with the LDR, as amended.

N. Utilities. Water and sewer shall be provided to the development by the City of Mount Dora unless the City declines the provision of such utility services. A copy of the utility service agreement shall be provided to the County if entered into between the parties. If the City declines to provide utilities, the developer shall provide central water and sewer through alternative means as approved by the County.

O. Mass Grading for Site Development. All grading for the site development shall be in accordance with the LDR, as amended.

P. Concurrency Management Review and Impact Fees. The Owner and Developer shall comply with concurrency management regulations and shall be subject to all applicable concurrency requirements as set forth in the LDRs.

Q. Development Review and Approval. Prior to the issuance of any permits, the developer will be required to submit applications for a preliminary plat, construction plans, and final plat generally consistent with Exhibit "B" - Conceptual Plan for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

R. PUD Expiration. Physical development shall commence within three (3) years from the effective date of this Ordinance. Failure to commence construction within three (3) years of approval shall cause the revocation of this Ordinance, in accordance with the Comprehensive Plan, as amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work. Notwithstanding the foregoing, if at any time the developer is granted an extension of time pursuant to Section 252.363, Florida Statutes, or Section 7-5, Lake County Code, to the preliminary plat, construction plans, or final plat, commencement of physical development shall be equally extended so long as the development is proceeding in good faith and does not allow the originally extended development order to expire.

S. Future Amendments to Statutes, Code, Plans, and/or Regulations. The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and the LDR shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

- 1 A. After establishment of the facilities as provided herein, the property shall only be used for the purposes
2 named in this Ordinance. Any other proposed use must be specifically authorized by the Board of
3 County Commissioners.
- 4 B. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move,
5 convert, or demolish any building, structure, add other uses, or alter the land in any manner within the
6 boundaries of the above-described land without first obtaining the necessary approvals in accordance
7 with the LDR, as amended, and obtaining the permits required from the other appropriate governmental
8 agencies.
- 9 C. This Ordinance shall inure to the benefit of and shall constitute a covenant running with the land and
10 the terms, conditions, and provisions hereof, and shall be binding upon the present Owners and any
11 successors and shall be subject to each condition herein set out.
- 12 D. Construction and operation of the proposed use shall always comply with the regulations of this and
13 other governmental permitting agencies.
- 14 E. The transfer of ownership or lease of any or all the property described in this Ordinance shall be
15 included in the transfer or lease agreement, a provision that the purchaser or lessee is made aware of
16 the conditions established by this Ordinance and agrees to be bound by these conditions. The
17 purchaser or lessee may request a change from the existing plans and conditions by following
18 procedures contained in the LDR, as amended.
- 19 F. The Lake County Code Enforcement Special Master shall have authority to enforce the terms and
20 conditions set forth in this ordinance and to recommend that the ordinance be revoked.

21 **Section 3. Severability:** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or
22 unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity
23 of the remaining portions of this Ordinance.

24 **Section 4. Filing with the Department of State.** The clerk is hereby directed forthwith to send a copy of this
25 Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66,
26 Florida Statutes.

Section 5. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this 6th day of December, 2022.

FILED with the Secretary of State December 12th, 2022.

EFFECTIVE December 6th, 2022.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Chairman,

Kirby Smith

ATTEST:

Gary J. Cooney
Gary J. Cooney, Clerk of the
Board of County Commissioners
Lake County, Florida



APPROVED AS TO FORM AND LEGALITY

Melanie Marsh
Melanie Marsh, County Attorney

Exhibit "A" – Legal Description

PARCEL 1:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°00'00" EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT STREET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 06°13'21" EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°43'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06°12'45" EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05°14'23" WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89°43'36" WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06°12'45" WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89°43'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TRACTS L AND N, SUNSET HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 178.61 FEET, NORTH 02°18'40" EAST 850 FEET, SOUTH 89°43'35" EAST 268.59 FEET, NORTH 49°59'25" EAST 142.41 FEET, NORTH 35°45'51" WEST 328.42 FEET, NORTH 54°14'09" EAST 78.70 FEET, NORTH 35°45'51" WEST 352.84 FEET, NORTH 49°59'25" EAST 387.11 FEET TO SOUTHWESTERLY R/W LINE OF US HWY 441, NORTH 40°01'05" WEST ALONG SAID HWY 125 FEET FOR POINT OF BEGINNING, RUN SOUTH 49°59'25" WEST 466.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'0" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04°15'18" EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST

1 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE
2 POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78 FEET, NORTH 60°48'54" EAST 624.77 FEET TO A POINT ON
3 THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49°59'27" WEST
4 256.45 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET,
5 SOUTH 46°20'30" WEST 72.56 FEET, SOUTH 89°55'00" WEST 181.34 FEET TO THE POINT OF BEGINNING.

6
7 PARCEL 4:

8
9 SE 1/4 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTHWESTERLY OF US HWY 441.

10
11 PARCEL 5:

12
13 W 1/2 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTH OF HWY 441; LESS BEG AT W 1/4
14 CORNER RUN NORTH 02°55'30" WEST ALONG WEST LINE OF NW 1/4 567.89 FEET TO SOUTH R/W OF US HWY 441, RUN
15 NORTH 87°22'0" EAST ALONG SAID SOUTH R/W LINE 530 FT, THENCE DEPARTING SAID SOUTH R/W LINE RUN SOUTH
16 02°55'30" EAST 312.84 FEET, SOUTH 87°22'0" WEST 60 FEET, SOUTH 02°55'30" EAST 255.8 FEET, SOUTH 87°27'30" WEST
17 470 FEET TO POINT OF BEGINNING.

18
19
20 THE ABOVE DESCRIBED TRACTS OF LAND LIE IN LAKE COUNTY, FLORIDA AND CONTAIN 80.32 ACRES MORE OR LESS.
21

Exhibit "B" – Concept Plan

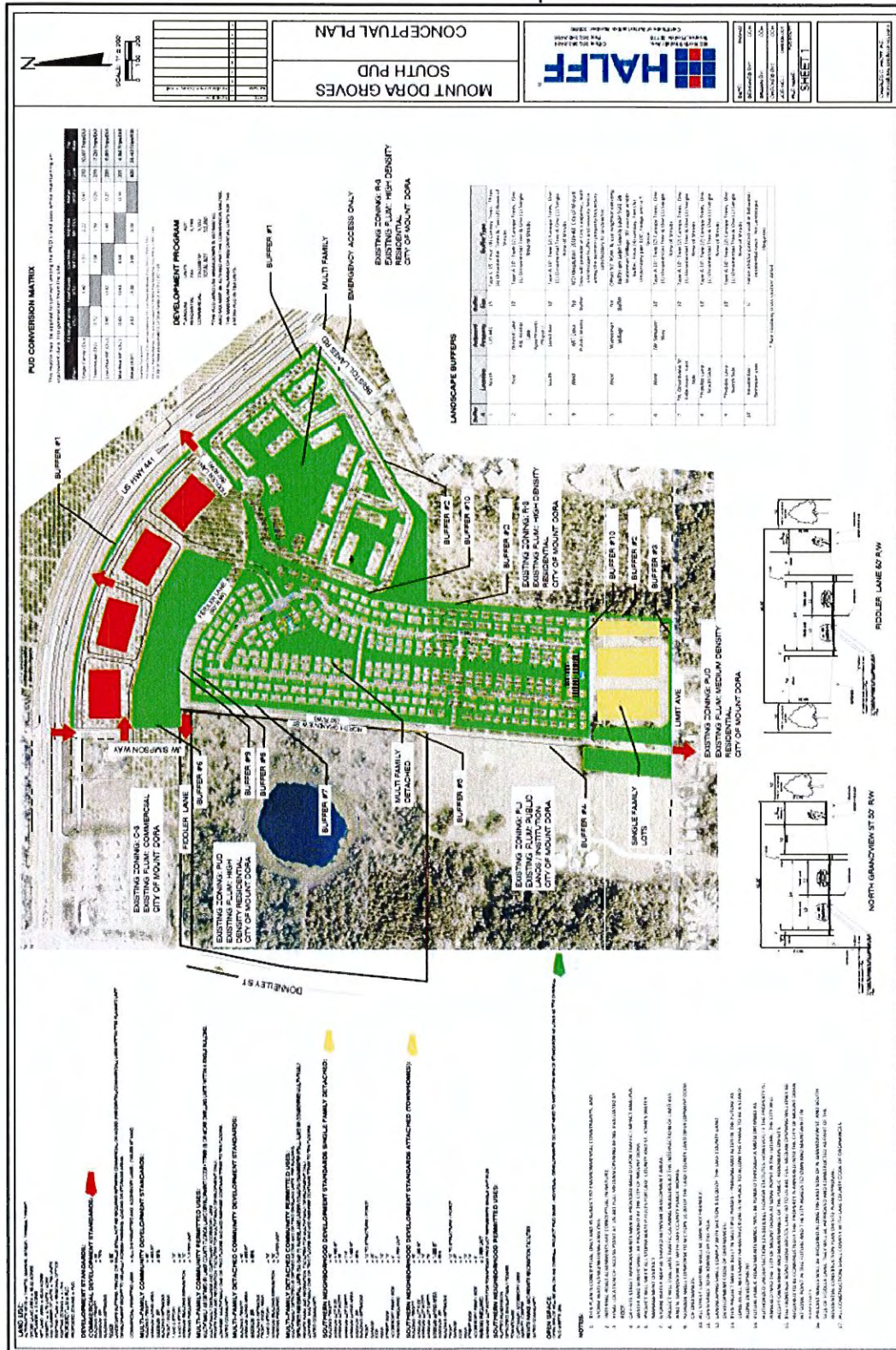


Exhibit "C" – Commercial Sign Standards

Occupant Identification	
Zoning districts allowed	C-3
Sign types allowed	C-3: awning, integral, marquee, monument, projecting, swing, wall, window
Sign size	C-3 (bldg. setback <250) ft.): one sq. ft./linear foot building frontage, 150 sq. ft. max. For wall type signs only.
	C-3 (bldg. setback 251—400 ft.): one and a half sq. ft./linear foot building frontage, 200 sq. ft. max. For wall type signs only.
	C-3 (bldg. setback >401 ft.): two sq. ft./linear foot building frontage, 250 sq. ft. max. For wall type signs only.
C-3 Monument Sign Criteria	
The C-3 monument sign copy area is in addition to the wall sign size of this code. One monument per site and sign size and height limitations are based on the maximum building gross floor area are as follows:	
Building 19,999 sq. ft. or less	Max. Size: 50 square feet Max. Height: 8-feet
Building 20,000—99,999 sq. ft.	Max. Size: 75 square feet Max. Height: 8-feet
Building 100,000—149,000 sq. ft.	Max. Size: 100 square feet Max. Height: 10-feet
Building 150,000 sq. ft. or greater	Max. Size: 150 square feet Max. Height: 10-feet