



Mount Dora City Council

Mount Dora City Hall Board Room

510 North Baker Street, Mount Dora, Florida 32757

August 28, 2023, 6:00 PM |

SPECIAL MEETING AGENDA

*Revised 08/28/23 to add Action Item 3 and Public Hearing Item 3

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

ACTION ITEMS

1. Direction Related to the Lindsay Greene Investigation
2. Request approval of of the Pre-Annexation Agreement with Brochman, LLC, Simpson Family Partnership, Ltd., and Mount Dora Groves Company related to the Mount Dora Groves North and South Development and authorization for the Mayor to execute the Agreement on behalf of the City; approval of the Drainage Easement Agreement in accordance with the Pre-Annexation Agreement and authorization for the Mayor to execute the Easement on behalf of the City; and authorization for the Mayor to execute the Temporary Access and Construction Easement Agreement upon request pursuant to the terms of the Pre-Annexation Agreement 3
3. Request Approval of Amendment 1 to the Agreement Between the City of Mount Dora and Ceres Environmental Services, Inc., Related to Emergency Debris Hauling and Disposal Services 100

PUBLIC HEARINGS

1. Request approval of First Reading of **Ordinance No. 2023-16**, Mount Dora Groves North Annexation for Simpson Family Partnership LTD (143.86 Acres) 104
2. Request approval of First Reading of **Ordinance No. 2023-17**, Mount Dora Groves South Annexation for Simpson Family Partnership LTD and Mount Dora Groves Co. Inc., (80.70 Acres) 149
3. Request adoption of Resolution No. 2023-39, State of Emergency Related to Tropical Storm Idalia 208

DISCUSSION ITEM

1. Response to the Lake County Legislative Delegation 213

UPCOMING MEETING DATES

- Monday, August 28, 2023, 6:30 PM or as soon thereafter as can be possibly heard, Final Budget Workshop
- Thursday, August 31, 2023, 6:00 PM, City Council Shade Meeting: AMCO
- Thursday, September 7, 2023, 6:00 PM, Regular Session
- Thursday, September 21, 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 28, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request approval of of the Pre-Annexation Agreement with Brochman, LLC, Simpson Family Partnership, Ltd., and Mount Dora Groves Company related to the Mount Dora Groves North and South Development and authorization for the Mayor to execute the Agreement on behalf of the City; approval of the Drainage Easement Agreement in accordance with the Pre-Annexation Agreement and authorization for the Mayor to execute the Easement on behalf of the City; and authorization for the Mayor to execute the Temporary Access and Construction Easement Agreement upon request pursuant to the terms of the Pre-Annexation Agreement

Introduction:

This is a request for approval of of the Pre-Annexation Agreement with Brochman, LLC, Simpson Family Partnership, Ltd., and Mount Dora Groves Company related to the Mount Dora Groves North and South Development and authorization for the Mayor to execute the Agreement on behalf of the City; approval of the Drainage Easement Agreement in accordance with the Pre-Annexation Agreement and authorization for the Mayor to execute the Easement on behalf of the City; and authorization for the Mayor to execute the Temporary Access and Construction Easement Agreement upon request pursuant to the terms of the Pre-Annexation Agreement.

Discussion:

This agreement is a precursor to annexation of the lands located on both sides of US Highway 441, east of Donnelly Street, and north side 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. These uses and design standards are included in the County's adopted PUD zoning ordinances. The County's adopted PUD Concept (Master) Plan drawings are provided in Attachment 1. The versions contained in Exhibit B of the Agreement are hard to read.

The developer is currently in the process of the construction plan stage. The developer has filed with the County a Major Site Plan for the south side of US Highway 441 for mass grading and

construction of both extensions to Grandview Street and Fiddler Drive. A Preliminary Plat has been filed with the County for 158 single-family units (PUD allows up to 275 units with developable acres at 51.84 acres) with lots 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 sets are still under County and City staff review.

This agreement addresses three main aspects: 1) List pre and post-annexation conditions related to zoning, development, and utilities; 2) established a temporary grading access easement for Grandview Street extension adjacent to the City's planned Public Works Complex located off Limit Avenue; and 3) established a drainage easement for the pre and post conditions of stormwater runoff that occurs between the developer's southern PUD section and the City's planned Public Works parcel. These easements are normal development activities and will assist both the City and the developer. The agreement provides the documents necessary at the pre-annexation stage.

Subsequent to the August 8, 2023 City Council Works Session, City staff and the City Attorney provided the applicant with markup edits with explanations of the draft agreement. The developer's attorney reviewed these items with the attached version being accepted terms and conditions to proceed with approval of the agreement. This action will trigger the annexation process.

Discussion during the August 8th, 2023, City Council Works Session highlighted several items of the agreements. Subsequent to the work session, the staff areas of concerns have been clarified and the agreement is attached for consideration by the City Council.

1. Trigger date on the intention to annex.

Staff Update: Agreement specifies the Final Annexation Adoption time-frames for the north and south sections.

2. Appeal contingency clause.

Staff Update: This language was removed.

3. Outside reviewers for site plans. Building permit related inspections are acceptable, as allowed by Florida Statutes.

Staff Update: As allowed by Florida Statutes, building permits and inspections may be reviewed by an outside consultant in lieu of the City's Building Divisions.. The "DRC" plan review by a "3rd Party" language was removed.

4. No step by step is needed for the annexation process.

Staff Update: The agreement provides for final annexation "triggering" dates.

5. Impact fee vesting.

Staff Update: This language was revised to state the Impact Fee schedule is the rate at of time of issuance the building permit. However, the applicant may pre-pay impact fees.

6. Water and wastewater: Could be in a separate phased agreement that would match development phases.

Staff Update: Agreement revised and "locks" in water and sewer capacity for 3 years.

Language was included to state that in the event the City does not have capacity, the developer may pursue other utility providers, such as the City Eustis.

7. Waiver of development fees.

Staff Update: Development fees to be paid per the City's rate schedule.

8. Golf Cart Trail connection is required for Mount Dora North development. The developer has removed it from the recent Preliminary Plat drawing version.

Staff Update: As of this date, the applicant has removed the golf cart trail from the proposed North Side Preliminary Plat stating conflicts with the electricity provider (SECO Eenergy) along US 441. Staff has expressed the need and benefits of this amenity.

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.

Staff Update: The agreement includes a drainage and grading easements.

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.

Staff Update: The City staff (DRC review members) are waiting for the revisions to the development plans, currently being processed by Lake County.

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 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:

Request approval of of the Pre-Annexation Agreement with Brochman, LLC, Simpson Family Partnership, Ltd., and Mount Dora Groves Company related to the Mount Dora Groves North and South Development and authorization for the Mayor to execute the Agreement on behalf of the City; approval of the Drainage Easement Agreement in accordance with the Pre-Annexation Agreement and authorization for the Mayor to execute the Easement on behalf of the City; and authorization for the Mayor to execute the Temporary Access and Construction Easement Agreement upon request pursuant to the terms of the Pre-Annexation Agreement.

Attachment(s):

1. Attachment 1 PUD Zoning Ordinance North and South Concept Plan (clean version)
2. Pre-Annexation Agreement_MDGroves - Final Copy (8.24.23)

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	Sherry Sutphen, City Attorney	Approved - 8/24/2023
	Jeanann Hand, City Clerk	Approved - 8/24/2023
	Patrick Comiskey, City Manager	Final Approval - 8/24/2023

LAND USE:
GROSS LAND AREA = 144.23 ACRES
WETLANDS = 81.93 ACRES
NET LAND AREA = 62.30 ACRES
UPLAND DENSITY = 275/62.30 = 4.42
OVERALL DENSITY = 275/144.13 = 1.91
EXISTING FLUM = URBAN LOW / URBAN MEDIUM / COMMERCIAL
EXISTING ZONING = A / R-6 / C-1
PROPOSED FLUM = URBAN MEDIUM RESIDENTIAL
PROPOSED ZONING = PUD

PROPOSED IMPROVEMENT:

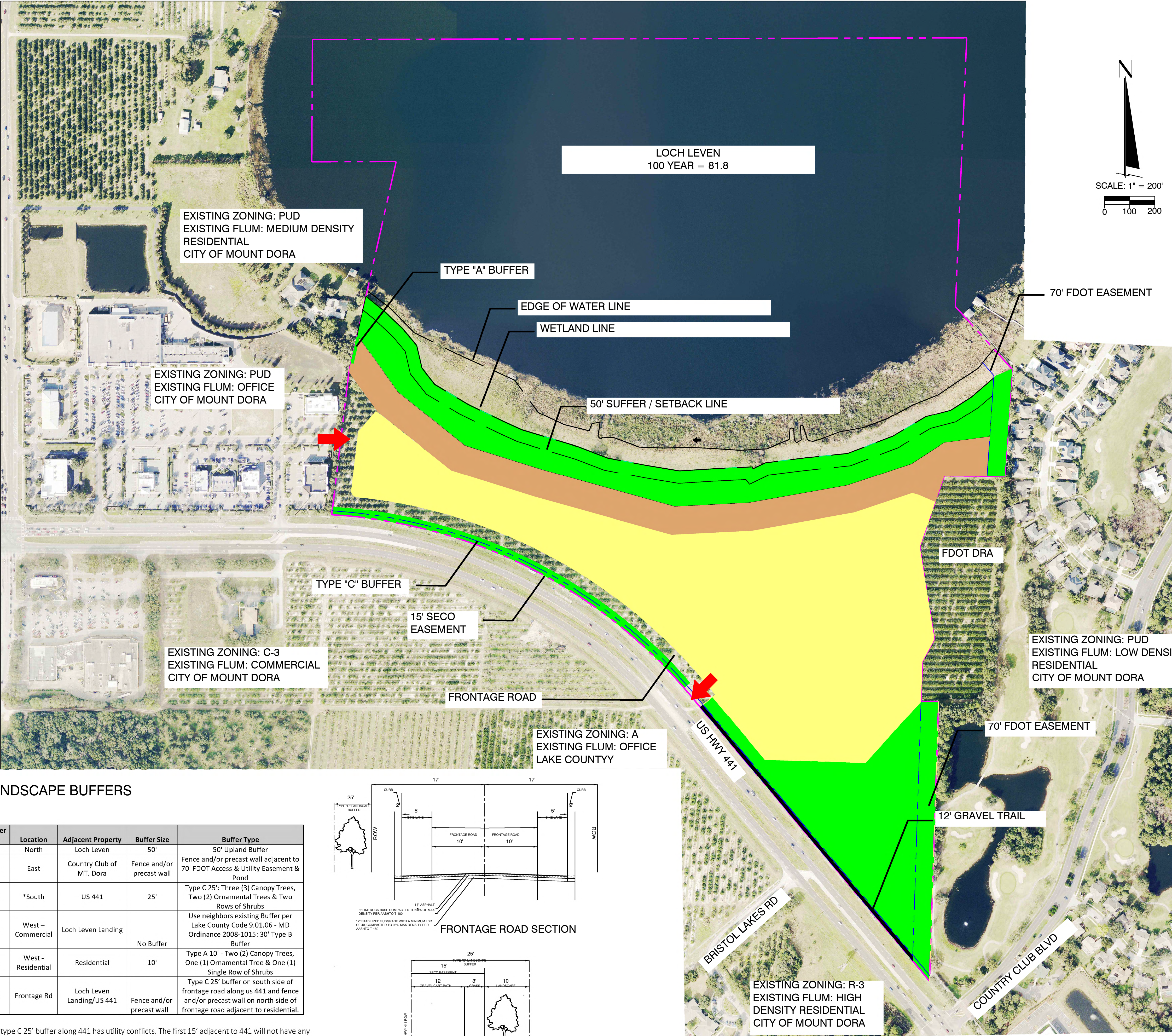
LAKE FRONT NEIGHBORHOOD
BUILDING HEIGHT = 40'
MINIMUM LOT SIZE = 7,700 SF
MINIMUM LOT WIDTH = 70'
MINIMUM LOT DEPTH = 110'
MINIMUM LIVING AREA = 1,500 SF
MAXIMUM ISR = 65%
BUILDING SETBACKS
FRONT = 12' TO STRUCTURE / PORCH
GARAGE = 20'
SIDE = 5'
WETLAND = 50'
REAR = 10'
STREET SIDE = 15'
ACCESSORY REAR / SIDE = 5'
PARKING REQUIRED = 2 PER HOME

NORTHERN NEIGHBORHOOD
BUILDING HEIGHT = 40'
MINIMUM LOT SIZE = 4,400 SF
MINIMUM LOT WIDTH = 40'
MINIMUM LOT DEPTH = 110'
MINIMUM LIVING AREA = 1,500 SF
MAXIMUM ISR = 65%
BUILDING SETBACKS
FRONT = 12' TO STRUCTURE / PORCH
GARAGE = 20'
SIDE = 5'
REAR = 10'
STREET SIDE = 15'
ACCESSORY REAR / SIDE = 5'
PARKING REQUIRED = 2 PER HOME

R/W PERVIOUS: = 2.44 ACRES
R/W IMPERVIOUS: = 3.10 ACRES
TOTAL R/W: = 5.54 ACRES
PROPOSED LOTS: = 41.18 ACRES
OPEN SPACE REQUIRED 25%: = 15.58 ACRES
OPEN SPACE PROVIDED: = 15.58 ACRES

NOTES:

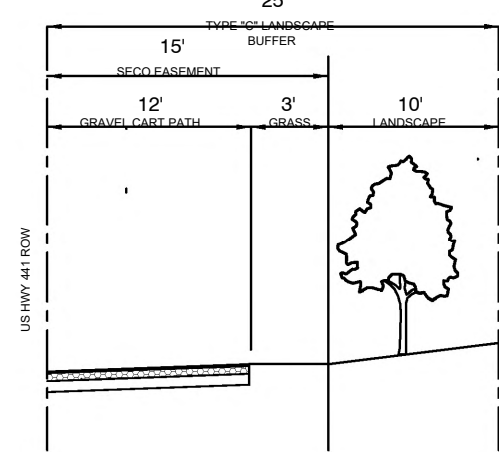
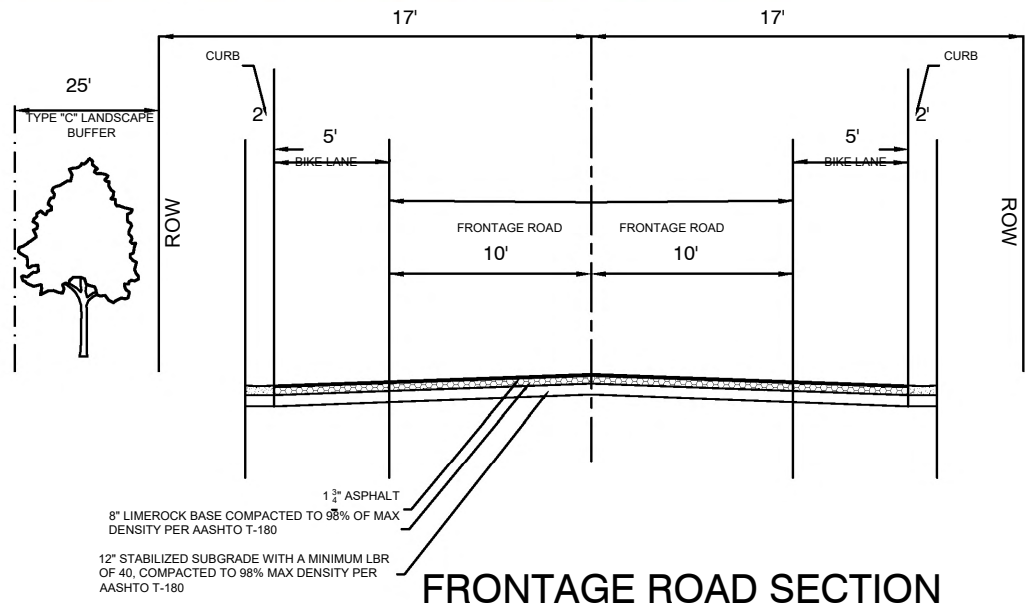
1. THIS PLAN IS CONCEPTUAL ONLY AND IS SUBJECT TO ENVIRONMENTAL CONSTRAINTS, AND STORM WATER/ENGINEERING ANALYSIS.
2. STORM WATER MAY BE SHARED BETWEEN DEVELOPMENT AREAS.
3. THIS IS A GATED COMMUNITY WITH PRIVATE ROADS OR MSTU/MSBU AS AUTHORIZED UNDER SECTION 125.01(1)(g), FLORIDA STATUTES.
4. FINAL LOCATION OF ACCESS POINT AT US 441 FULL MEDIAN OPENING BEING EVALUATED BY FDOT.
5. OFF-SITE STREET IMPROVEMENTS MAY BE PROVIDED BASED UPON TRAFFIC IMPACT ANALYSIS.
6. PROJECT WILL MEET ALL STORM WATER RULES FOR LAKE COUNTY AND ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
7. WATER AND SEWER SHALL BE PROVIDED BY THE CITY OF MOUNT DORA.
8. SIGNAGE SHALL CONFORM TO SECTION 11.00 OF THE LAKE COUNTY LAND DEVELOPMENT CODE OF ORDINANCES.
9. LANDSCAPING SHALL COMPLY WITH SECTION 9.01.00 OF THE LAKE COUNTY LAND DEVELOPMENT CODE OF ORDINANCES.
10. ALL STREET LIGHTING SHALL BE DARK SKY FRIENDLY
11. THE PROJECT WILL PROVIDE A FENCE AND/OR PRECAST WALL IMMEDIATELY ADJACENT TO THE RESIDENCES ALONG US 441. THE FENCE AND/OR PRECAST WALL WILL BE SET BACK FROM THE LANDSCAPE BUFFER AND FRONTAGE RD.
12. THE GOLF CART TRAIL AND THE FRONTAGE ROAD WILL ONLY BE REQUIRED TO BE CONSTRUCTED IF THE PROPERTY IS ANNEXED INTO THE CITY OF MOUNT DORA AT SOME POINT IN THE FUTURE AND THE CITY AGREES TO OWN AND MAINTAIN THEM IN PERPETUITY.
13. OWNER/DEVELOPER DOES NOT HAVE CROSS ACCESS RIGHTS OR CONSTRUCTION EASEMENT RIGHTS TO LOCH LEVEN LANDING AND WILL NOT BE OBLIGATED TO PROCURE CROSS ACCESS RIGHTS OR CONSTRUCTION EASEMENT RIGHTS. IF PROJECT IS REQUIRED TO CONSTRUCT FRONTAGE ROAD, IT WILL TERMINATE AT THE WESTERLY PROPERTY BOUNDARY.
14. IF REQUIRED TO BE CONSTRUCTED, FRONTAGE RD WILL BE A 34' RIGHT OF WAY FROM THE WESTERLY BOUNDARY TO FULL MEDIAN OPENING AT US 441.
15. IF REQUIRED TO BE CONSTRUCTED, THERE WILL BE A 12' GRAVEL GOLF CART TRAIL FROM WESTERN EDGE OF THE FDOT 70' EASEMENT TO THE PROJECT'S FULL MEDIAN OPENING AT US 441 TO ALLOW THE RESIDENTS OF THE COUNTRY CLUB OF MOUNT DORA ACCESS TO THE FRONTAGE RD. IT WILL BE LOCATED WITHIN THE FIRST 12' OF THE 15' SECO EASEMENT ADJACENT TO US 441. THIS IS SUBJECT TO SECO'S SOLE AND EXCLUSIVE APPROVAL RIGHTS WHICH PROJECT IS NOT OBLIGATED TO OBTAIN. THE TRAIL WILL BE LOCATED WITHIN THE 25' LANDSCAPE BUFFER AND WILL COUNT TOWARDS OPEN SPACE.
16. ALL CONSTRUCTION SHALL COMPLY WITH LAKE COUNTY CODE OF ORDINANCES.



LANDSCAPE BUFFERS

Buffer #	Location	Adjacent Property	Buffer Size	Buffer Type
1	North	Loch Leven	50'	50' Upland Buffer
2	East	Country Club of MT. Dora	Fence and/or precast wall	Fence and/or precast wall adjacent to 70' FDOT Access & Utility Easement & Pond
3	*South	US 441	25'	Type C 25': Three (3) Canopy Trees, Two (2) Ornamental Trees & Two Rows of Shrubs
4	West – Commercial	Loch Leven Landing	No Buffer	Use neighbors existing Buffer per Lake County Code 9.01.06 - MD Ordinance 2008-1015: 30' Type B Buffer
5	West - Residential	Residential	10'	Type A 10' - Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
6	Frontage Rd	Loch Leven Landing/US 441	Fence and/or precast wall	Type C 25' buffer on south side of frontage road along us 441 and fence and/or precast wall on north side of frontage road adjacent to residential.

*The type C 25' buffer along 441 has utility conflicts. The first 15' adjacent to 441 will not have any plantings due to a 15' SECO easement, the remaining 10' will have the buffer plantings.



REVISION	DATE	REVISION	DATE
1	6-17-22	1	6-17-22
2		2	
3		3	
4		4	
5		5	
6		6	
7		7	
8		8	

**MOUNT DORA GROVES
NORTH PUD
CONCEPTUAL PLAN**

HALFF
Office: 352.343.8481
Fax: 352.343.8495
902 North Sinclair Ave.
Tavares, Florida 32776
Certificate of Authorization Number: 33380

DATE:	6-17-22
DESIGNED BY:	CCH
DRAWN BY:	CCH
CHECKED BY:	CCH
JOB NO.:	046009.001
FILE NAME:	PUB-NORTH
SHEET 1	

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813

LAND USE:
ALTERNATE KEYS = 1445710, 3884340, 3816281, 1445698, 1445647
GROSS LAND AREA = 80.32 ACRES
WETLANDS = 0 ACRES
NET LAND AREA = 80.32 ACRES
DENSITY = 9.75 UNITS / ACRE
MAX NUMBER OF UNITS = 783 UNITS
EXISTING FLUM = REGIONAL OFFICE
EXISTING ZONING = A / R-6
PROPOSED FLUM = PUD
PROPOSED ZONING = PUD

DEVELOPMENT STANDARDS:
COMMERCIAL DEVELOPMENT STANDARDS:

BUILDING HEIGHT = 65'
MAXIMUM ISR = 70%
BUILDING SETBACKS
ROADS = 50'
LANDSCAPE BUFFERS, FENCES OR WALLS SHALL NOT BE REQUIRED BETWEEN COMMERCIAL OR MIXED (RESIDENTIAL/COMMERCIAL) USES WITHIN THIS PLANNED UNIT DEVELOPMENT EXCEPT TO VISUALLY SCREEN PARKING, LOADING OR STORAGE AREAS.

COMMERCIAL PERMITTED USES = ALL C-3 PERMITTED AND ACCESSORY USES. (150,000 SF MAX)

MULTI-FAMILY COMMUNITY DEVELOPMENT STANDARDS:

BUILDING HEIGHT = 65'
MINIMUM LIVING AREA = 600 SF
MAXIMUM ISR = 65%
BUILDING SETBACKS
FRONT / SIDE / REAR = 10'
1 AND 2 STORY = 25'
3 AND 4 STORY = 10'
MINIMUM BUILDING SEPARATION = 10'
PARKING REQUIRED = 1.5 PER UNIT

MULTI-FAMILY COMMUNITY PERMITTED USES:

MULTI-FAMILY AS DEFINED BY LAKE COUNTY FLORIDA LAND DEVELOPMENT CODE - THREE (3) OR MORE DWELLING UNITS WITHIN A SINGLE BUILDING.
MULTI-FAMILY DWELLINGS AND CUSTOMARY ACCESSORY USES
PRIVATE PARK AND RECREATION FACILITIES FOR MULTI-FAMILY DEVELOPMENT ONLY.
LOW-RISE MULTI-FAMILY ONE OR TWO FLOORS AND MID-RISE-RISE CONTAINS THREE TO TEN FLOORS.
GATED COMMUNITY

MULTI-FAMILY DETACHED COMMUNITY DEVELOPMENT STANDARDS:

BUILDING HEIGHT = 40'
MINIMUM LIVING AREA = 600 SF
MAXIMUM ISR = 65%
BUILDING SETBACKS
FRONT / SIDE / REAR = 10'
1 AND 2 STORY = 25'
3 AND 4 STORY = 10'
MINIMUM BUILDING SEPARATION = 10'
PARKING REQUIRED = 1.5 PER UNIT

MULTI-FAMILY DETACHED COMMUNITY PERMITTED USES:

MULTI-FAMILY DETACHED IS DEFINED AS ONE AND OR TWO DWELLING UNITS PER BUILDING.
DETACHED RESIDENTIAL UNITS ON ONE (1) PARCEL AND UNDER COMMON OWNERSHIP SHALL ALSO BE CONSIDERED MULTI-FAMILY
PRIVATE PARK AND RECREATION FACILITIES FOR MULTI-FAMILY DEVELOPMENT ONLY.
LOW-RISE MULTI-FAMILY ONE OR TWO FLOORS AND MID-RISE-RISE CONTAINS THREE TO TEN FLOORS.
GATED COMMUNITY

SOUTHERN NEIGHBORHOOD DEVELOPMENT STANDARDS SINGLE FAMILY DETACHED:

BUILDING HEIGHT = 40'
MINIMUM LOT SIZE = 4,400 SF
MINIMUM LOT WIDTH = 40'
MINIMUM LOT DEPTH = 110'
MINIMUM LIVING AREA = 1,500 SF
MAXIMUM ISR = 65%
BUILDING SETBACKS
FRONT = 12' TO STRUCTURE / PORCH
GARAGE = 20'
SIDE = 5'
REAR = 10'
STREET SIDE = 15'
ACCESSORY REAR / SIDE = 5'
PARKING REQUIRED = 2 PER UNIT

SOUTHERN NEIGHBORHOOD DEVELOPMENT STANDARDS ATTACHED (TOWNHOMES):

BUILDING HEIGHT = 40'
MINIMUM LOT SIZE = 1,200 SF
MINIMUM LOT WIDTH = 16'
MINIMUM LOT DEPTH = 75'
MINIMUM LIVING AREA = 1,000 SF
MAXIMUM ISR = 65%
BUILDING SETBACKS
FRONT = 12' TO STRUCTURE / PORCH
GARAGE = 20'
SIDE = 5'
REAR = 10'
STREET SIDE = 15'
ACCESSORY REAR / SIDE = 5'
PARKING REQUIRED = 2 PER UNIT
MINIMUM LOT WIDTH FOR TOWNHOME PRODUCT REPRESENTS SINGLE UNIT SIZE

SOUTHERN NEIGHBORHOOD PERMITTED USES:

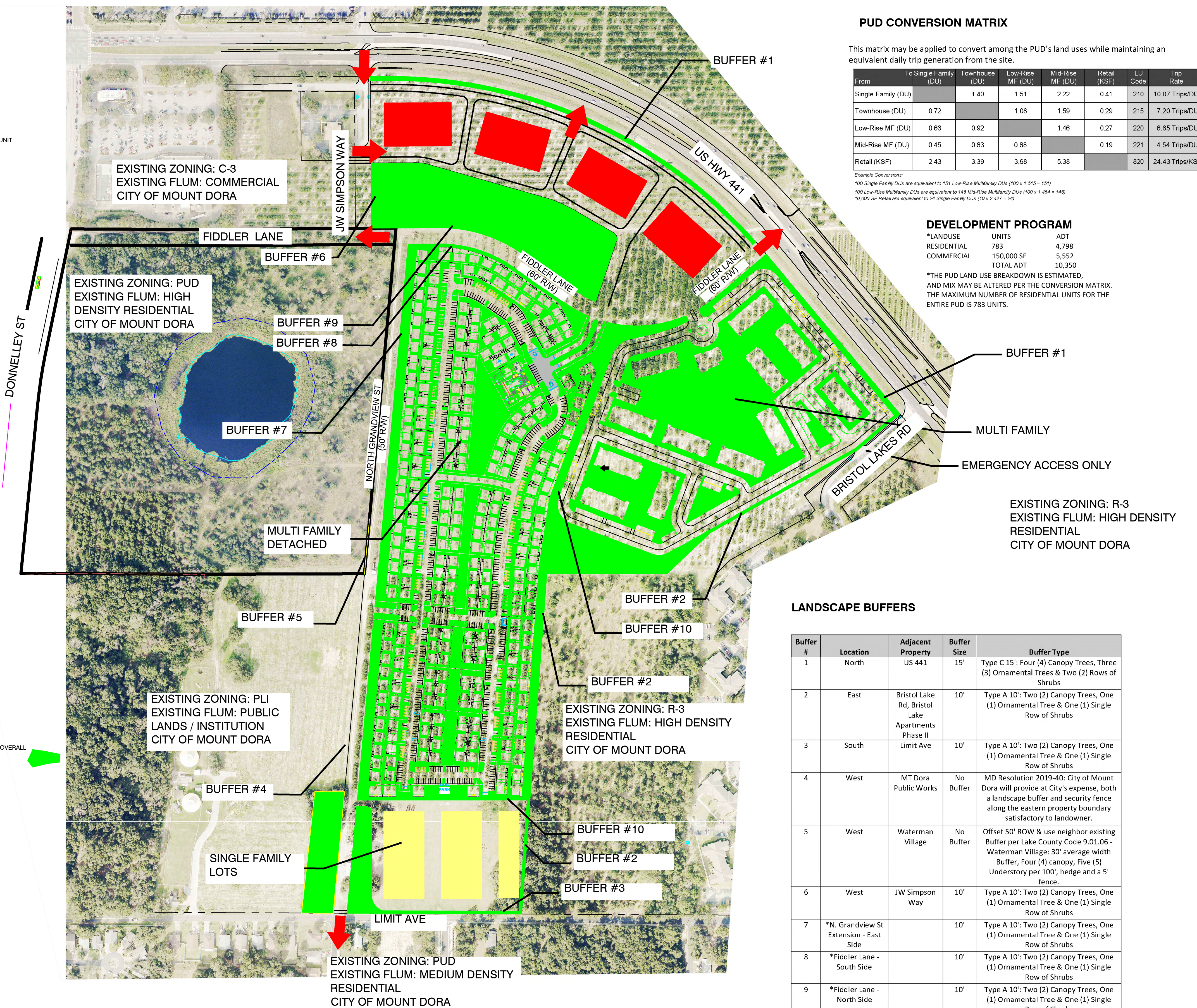
PLATTED SUBDIVISION
DETACHED SINGLE-FAMILY HOMES
TOWNHOMES
CUSTOMARY ACCESSORY USES
AMENITY CENTER
PRIVATE PARKS AND PRIVATE RECREATION FACILITIES
GATED COMMUNITY

OPEN SPACE

OPEN SPACE WILL BE 25% ON AN OVERALL PROJECT PUD BASIS. INDIVIDUAL DEVELOPMENTS DO NOT NEED TO MEET OPEN SPACE STANDARDS AS LONG AS THE OVERALL PUD MEETS 25%

NOTES:

- THIS PLAN IS CONCEPTUAL ONLY AND IS SUBJECT TO ENVIRONMENTAL CONSTRAINTS, AND STORM WATER/ENGINEERING ANALYSIS.
- INTERNAL ROAD ALIGNMENTS ARE CONCEPTUAL IN NATURE.
- FINAL LOCATION OF ACCESS POINT AT US 441 FULL MEDIAN OPENING BEING EVALUATED BY FOOT.
- OFF-SITE STREET IMPROVEMENTS MAY BE PROVIDED BASED UPON TRAFFIC IMPACT ANALYSIS.
- WATER AND SEWER SHALL BE PROVIDED BY THE CITY OF MOUNT DORA.
- PROJECT WILL MEET ALL STORM WATER RULES FOR LAKE COUNTY AND ST. JOHN'S WATER MANAGEMENT DISTRICT
- STORM WATER MAY BE SHARED BETWEEN DEVELOPMENT AREAS.
- PROJECT WILL EVALUATE TRAFFIC CALMING MEASURES AT THE INTERSECTION OF LIMIT AVE. AND N. GRANDVIEW ST. WITH LAKE COUNTY PUBLIC WORKS.
- SIGNAGE SHALL CONFORM TO SECTION 11.00 OF THE LAKE COUNTY LAND DEVELOPMENT CODE OF ORDINANCES.
- ALL STREET LIGHTING SHALL BE DARK SKY FRIENDLY.
- OPEN SPACE TO BE OWNED BY THE POA.
- LANDSCAPING SHALL COMPLY WITH SECTION 9.01.00 OF THE LAKE COUNTY LAND DEVELOPMENT CODE OF ORDINANCES.
- THIS PROJECT MAY BE BUILT IN MULTIPLE PHASES - PHASING MAY ALTER IN THE FUTURE AS LONG AS ALL NECESSARY INFRASTRUCTURE IS IN PLACE TO ALLOW THE PHASE TO BE A STAND-ALONE DEVELOPMENT.
- FUTURE PUBLIC ROAD MAINTENANCE WILL BE FUNDED THROUGH A MSTU OR MSBU AS AUTHORIZED UNDER SECTION 125.01(1)(g), FLORIDA STATUTES. HOWEVER, IF THE PROPERTY IS ANNEXED INTO THE CITY OF MOUNT DORA AT SOME POINT IN THE FUTURE, THE CITY WILL ACCEPT OWNERSHIP AND MAINTENANCE OF THE PUBLIC ROADWAYS ON-SITE.
- THE FRONTAGE ROAD FROM BRISTOL LAKE RD TO US 441 FULL MEDIAN OPENING WILL ONLY BE REQUIRED TO BE CONSTRUCTED IF THE PROPERTY IS ANNEXED INTO THE CITY OF MOUNT DORA AT SOME POINT IN THE FUTURE AND THE CITY AGREES TO OWN AND MAINTAIN IT IN PERPETUITY.
- PRECAST WALLS WILL BE REQUIRED ALONG THE EAST SIDE OF N. GRANDVIEW ST. AND SOUTH SIDE OF FIDDLER LANE. THEY WILL BE APPROVED AND CONSTRUCTED AS PART OF THE RESIDENTIAL CONSTRUCTION PLAN OR SITE PLAN APPROVAL.
- ALL CONSTRUCTION SHALL COMPLY WITH LAKE COUNTY CODE OF ORDINANCES.



PUD CONVERSION MATRIX

This matrix may be applied to convert among the PUD's land uses while maintaining an equivalent daily trip generation from the site.

From	To Single Family (DU)	Townhouse (DU)	Low-Rise MF (DU)	Mid-Rise MF (DU)	Retail (KSF)	LU Code	Trip Rate
Single Family (DU)		1.40	1.51	2.22	0.41	210	10.07 Trips/DU
Townhouse (DU)	0.72		1.08	1.59	0.29	215	7.20 Trips/DU
Low-Rise MF (DU)	0.66	0.92		1.46	0.27	220	6.65 Trips/DU
Mid-Rise MF (DU)	0.45	0.63	0.68		0.19	221	4.54 Trips/DU
Retail (KSF)	2.43	3.39	3.68	5.38		820	24.43 Trips/KS

Example Conversions:
100 Single Family DUs are equivalent to 151 Low-Rise Multifamily DUs (100 x 1.51 = 151)
100 Low-Rise Multifamily DUs are equivalent to 146 Mid-Rise Multifamily DUs (100 x 1.46 = 146)
10,000 SF Retail are equivalent to 24 Single Family DUs (10,000 x 2.43 = 24,300)

DEVELOPMENT PROGRAM

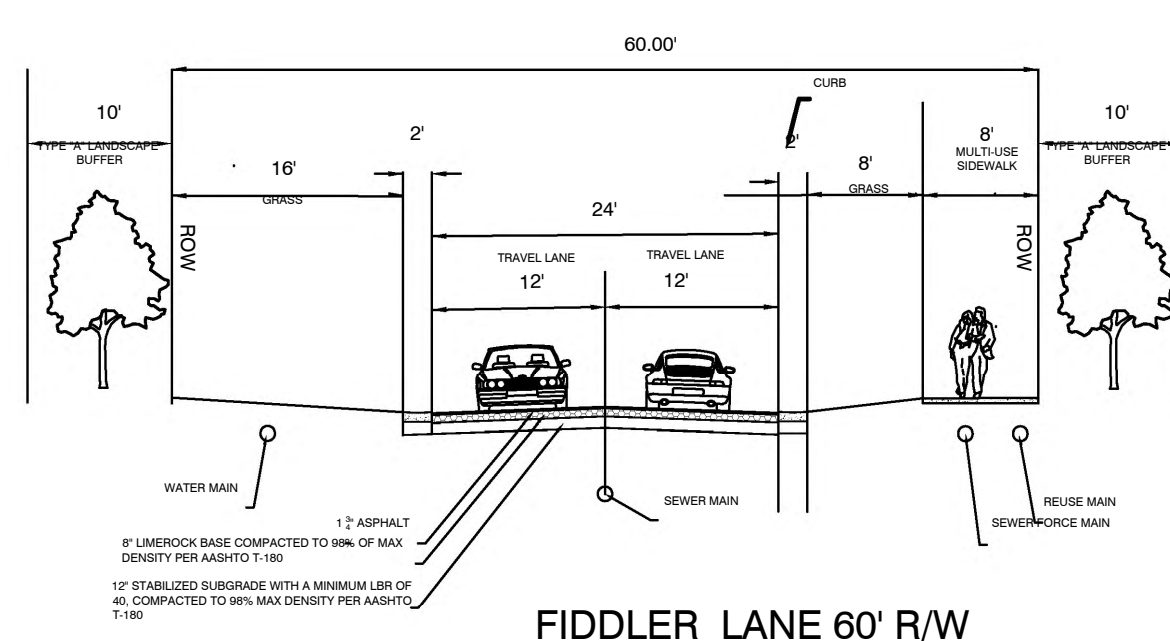
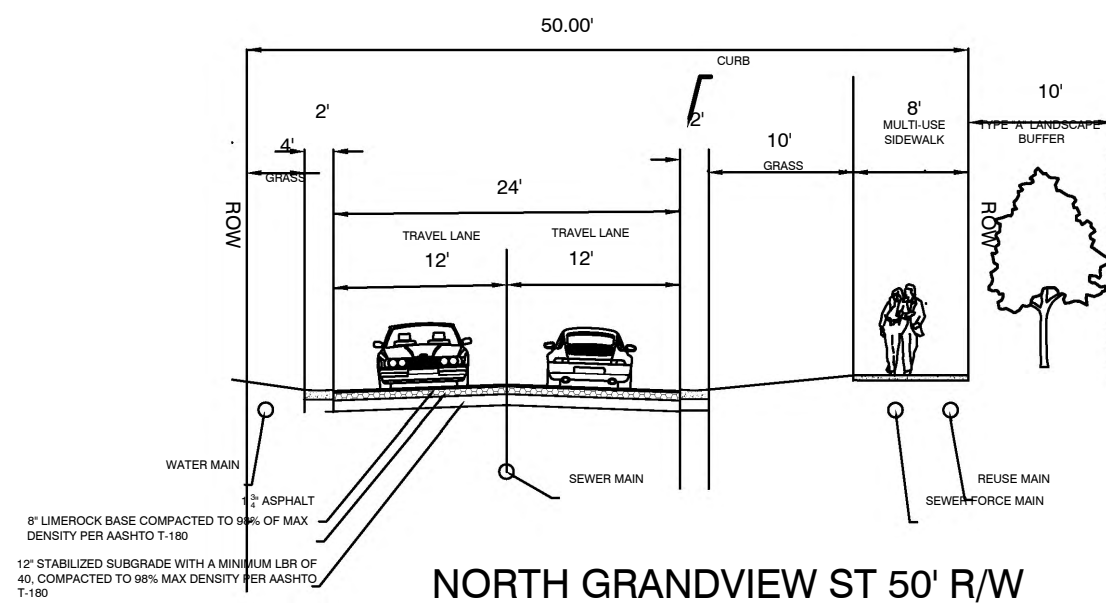
*LANDUSE	UNITS	ADT
RESIDENTIAL	783	4,798
COMMERCIAL	150,000 SF	5,552
TOTAL ADT		10,350

*THE PUD LAND USE BREAKDOWN IS ESTIMATED, AND MIX MAY BE ALTERED PER THE CONVERSION MATRIX. THE MAXIMUM NUMBER OF RESIDENTIAL UNITS FOR THE ENTIRE PUD IS 783 UNITS.

LANDSCAPE BUFFERS

Buffer #	Location	Adjacent Property	Buffer Size	Buffer Type
1	North	US 441	15'	Type C 15': Four (4) Canopy Trees, Three (3) Ornamental Trees & Two (2) Rows of Shrubs
2	East	Bristol Lake Rd, Bristol Lake Apartments Phase II	10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
3	South	Limit Ave	10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
4	West	MT Dora Public Works	No Buffer	MD 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 Lake County Code 9.01.06 - Waterman Village: 30' average width Buffer, Four (4) canopy, Five (5) Understory per 100', hedge and a 5' fence.
6	West	JW Simpson Way	10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
7	*N. Grandview St Extension - East Side		10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
8	*Fiddler Lane - South Side		10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
9	*Fiddler Lane - North Side		10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
10	Residential - Between uses		5'	Fence and/or precast wall in between residential uses - No Landscape Required

* See roadway cross section detail



MOUNT DORA GROVES SOUTH PUD CONCEPTUAL PLAN

REVISION: 1
DATE: 6-17-22

DATE: 6-23-22
DESIGNED BY: CCH
DRAWN BY: CCH
CHECKED BY: CCH
JOB NO.: 046009.001
FILE NAME: PUD SOUTH

SHEET 1

HALFF
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

CHARLES C. HOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (the “**Agreement**”) is entered into by and between the **City of Mount Dora**, located at 510 N Baker St., Mount Dora, FL 32757 (the “**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 has in interest in 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, on June 16, 2020, the City adopted Ordinance No. 2020-04, which established its Florida Statutes, Chapter 180 utility area for all persons or corporations living or doing business within said area to connect to City water and sewer, when available (as defined under Florida Statutes Section 381.0065(2)(a)); and

WHEREAS, the Property is located within the City’s Florida Statutes, Chapter 180 utility area; 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

WHEREAS, in recognition of the heightened standards for development in the City of Mount Dora city limits, 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; and

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

WHEREAS, prior to annexation, and in some instances post-annexation, 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 processing of applications and construction within the County per the terms set forth herein; and

WHEREAS, the City and Developer have identified mutual short and long-term benefits of annexing the Property into the City of Mount Dora; and

WHEREAS, the Northeast Community Redevelopment Agency (the “**Northeast CRA**”) could 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 along 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 Area which are intended to encourage investment into private properties in the area, enhance residential opportunities, embrace the existing Northeast CRA with redevelopment programs and to increase business activity; 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 tax increment revenue generation; and

WHEREAS, such revenue generation would allow the City to accomplish various Northeast CRA redevelopment goals as set forth in the Redevelopment Plan for the Northeast CRA; and

WHEREAS, the City has determined that cooperating with the Developer with respect to the Project is in the best interest of the citizens of the City of Mount Dora; 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 (and in accordance with the post-annexation procedures herein), 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 through the County. It is understood that 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 shall 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. 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; the City shall provide its written approval or request for additional information within such 10-day window.
- c. After the Effective Date of this Agreement and prior to annexation, the Developer may provide to the City certain plans for preliminary review by the City's Development Review Committee or others as designated by the City, including but not limited to architectural design plans and renderings, building plans, development plans, site plan, preliminary plat and/or final construction plans and a final plat, which the Developer may choose to have fully reviewed and approved by the City at a later date following annexation. In the event such plans are submitted for preliminary review, the City shall have the ability to evaluate and provide comments to the Developer within its customary review periods. 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 or the Developer has filed an application with the County and it is undergoing plan review by the County prior to annexation into the City, then the City shall allow the County to provide such 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). Prior to annexation, the City shall allow the County to provide permitting, plan review and inspection services through the completion of the project for all sub-permits associated with an issued master permit. Moreover, the City shall allow the County to process permit and plan extensions and permit revisions of such permits and plans which have been issued by the County or initiated in the County prior to annexation. If there is an open permit or application at the time of annexation which for any reason is not reviewed and finalized by the County in accordance with the preceding provisions, then the Developer shall have the option of allowing the County to continue their permit/plan review or utilizing a third party provider as set forth in this Agreement. In the event the County has approved a preliminary or final plat for any portion of the Projects prior to annexation, the Developer shall not be required to submit a preliminary plat to the City for review, 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.

- e. The North Property and South Property may be annexed into the City at different dates in accordance with Florida Statutes, Section 171.044.
 - i. 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 next occurring public hearing(s) for final approval of the annexation of the North Property.
 - ii. 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 next occurring necessary public hearing(s) for final approval of the annexation of the South Property.
 - iii. 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, 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. 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.

- iv. 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.
 - g. In the event the City cannot provide Sufficient Capacity (as hereinafter defined), the Developer may (i) pursue connections to other governmental providers, including but not limited to the City of Eustis (and the City shall provide any necessary written consent required for such service within three business days of Developer's request for the same) and/or (ii) pursue connections to private central water, sewer and reuse systems which may be constructed on the Property and the City will not 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 solely 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 for the rates in effect at the time of connection and under the conditions set forth in this Agreement. The City confirms and agrees that as of the Effective Date and for a three year period commencing on the latter date that the Developer's major site plan (under review as County Project #2022020005/Application Request #5033) and preliminary plat (under review as County Project #2022020005/Application #5193) are fully approved by the County and City (the "**Reservation Period**"), sufficient capacity in the maximum amount of 347,400 gallons per day ("**gpd**") in its Sewer Facilities and in the maximum amount of 400,300 gpd in its Water Facilities (collectively, the "**Sufficient Capacity**"), Sufficient Capacity to serve the Project shall be reserved. During such Reservation Period, irrespective of any final subdivision plan/construction plan, preliminary site plan, preliminary plat, final plat and/or site plan approvals, the Developer of any portion or the entirety of the Project shall be entitled to prepay impact fees in order to permanently vest concurrency.
- a. 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. During the Reservation Period the City shall not deny any permits or approvals related to any portion of the Project based on lack of water or sewer capacity. To accomplish the intent of this section, the City shall cooperate with the Developer as necessary related to any FDEP permit applications, including at a time prior to the Developer annexing any portion of the Property into the City. 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.

- b. Regardless of the annexation status, 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 pursuant to the City's regular process for the provision of temporary construction water and electric.
- c. The Developer shall obtain all necessary state, county and local permits required for construction, acceptance and operation of any onsite utility improvements necessary to serve the Project. No offsite utility improvements are required for the City to serve the Project.

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 building 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 at the time payment of the same is required pursuant to the City's normal course of collection.

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 Street, Fiddler Drive, the North Property and South Property frontage roads and the North Property golf cart trail, all as described in and required by the Ordinances; provided, however, the Developer has the right to retain or grant any easements necessary for the Projects over or under such roadways. In the event the Developer elects for the City to accept and maintain any or all public roadways within the Projects, the Developer shall 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. Within ten (10) days from Developer's written request, the City shall grant and convey 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 the grading and construction of Grandview Street, which requires entering upon such Temporary Access and Construction Easement Area to perform the aforementioned work (the "**Work**"), which such Easement shall be in the form attached hereto as **Exhibit "C"** and which shall not be unreasonably withheld by the City.
- c. The City owns property located at Alt Keys 3916155 and 1708770 (the "**City Property**"). Simultaneously herewith, the City shall grant and convey unto Developer, for the benefit of Developer, its contractors, subcontractors, agents successors and assigns, a drainage easement over, upon, through and across the general location depicted as the "Point of Connection" as depicted on **Exhibit "D"** attached hereto, which is directly adjacent to the Developer's property located at Alt Key 1445647 (the "**Drainage Easement**"), or if requested by the Developer, in such other final location as approved in the engineered drawings for the Project (which location approval shall not be unreasonably withheld by the City) for the purposes of permitting the Developer's Project at a maximum rate of 25.94 cubic feet per second (CFS) which such Easement shall be in the form attached hereto as **Exhibit "E"**. To the extent that prior to or post- annexation, 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 receipt 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.
- d. In the event that a retaining wall is constructed by Developer within any City right of way along Grandview Street, a property owner association shall be responsible for maintaining the same.

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 set forth herein, including obligations related to availability of Sufficient Capacity, or (ii) if Brochman, LLC does not purchase the Property for any reason.

- 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.
- 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]

Dated this ____ day of _____, 2023

CITY OF MOUNT DORA

Crissy Stile
Mayor, City of Mount Dora

ATTEST:

Jeanann Hand
City Clerk

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

Sherry G. Sutphen
City Attorney

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.

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.

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.

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.

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)

TRACTS LAND 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" 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.

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 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.

EXHIBIT “B”
Ordinances

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.

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.

- 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.

- 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.

- 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.

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.

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.

H. Stormwater and Floodplain Management.

1. 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.
2. The developer shall be responsible for conducting any flood studies required for developing the site and shall comply with FEMA regulations, the Comprehensive Plan and the LDR, as amended. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

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

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

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

L. 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.

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

N. 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.

O. 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.

P. 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.

Q. 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:

- 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.

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

ENACTED this 11 day of October, 2022.

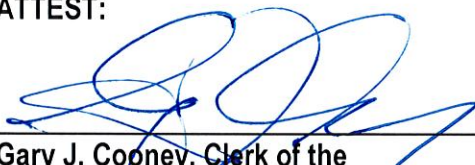
FILED with the Secretary of State October 26th, 2022.

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

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:

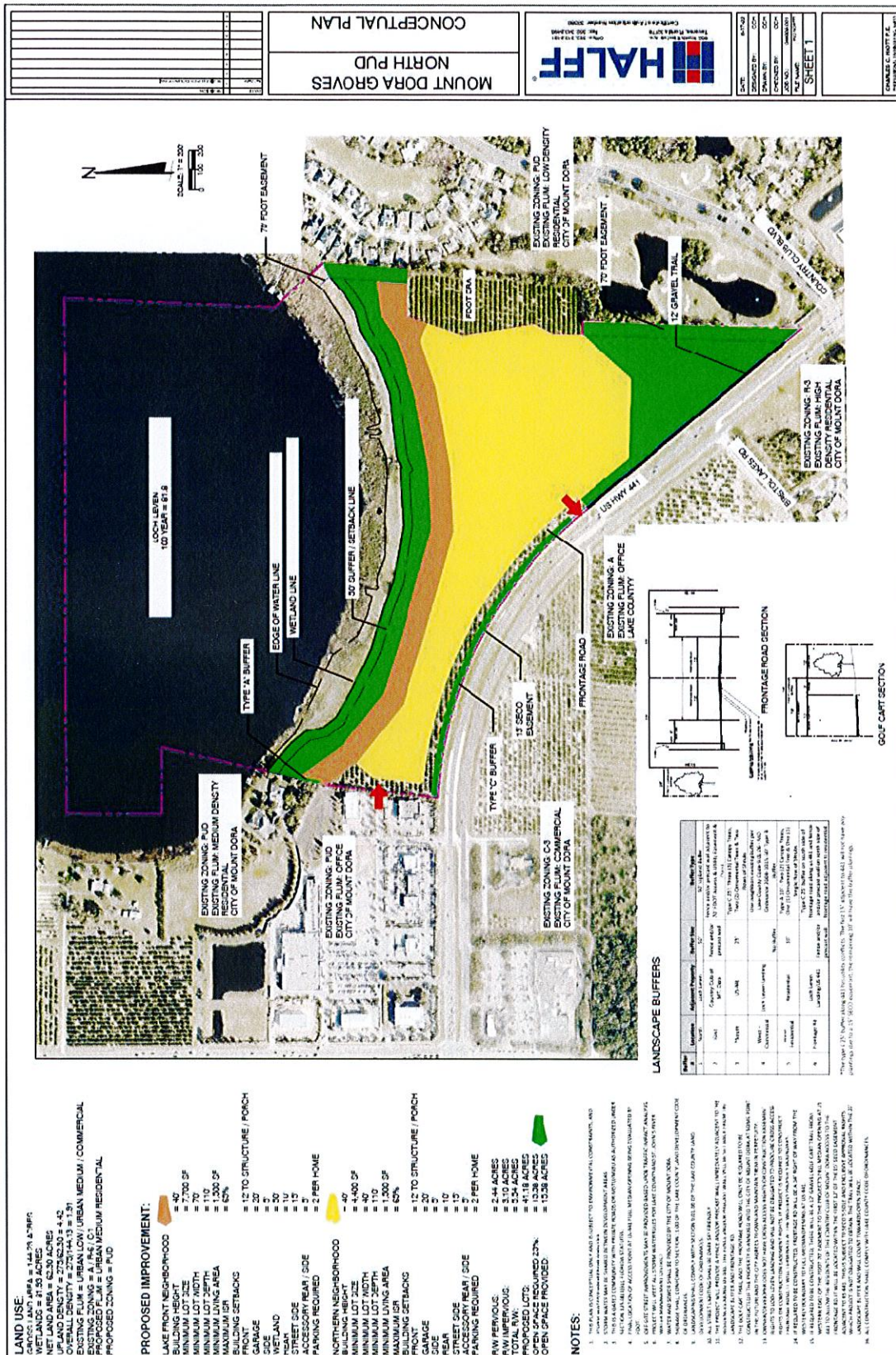
FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, RUN EASTERLY ALONG THE NORTHERLY RIGHT OF WAY 87 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°29'00" 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.

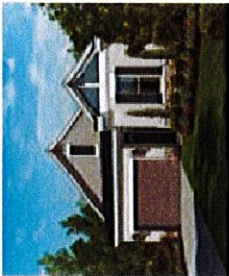
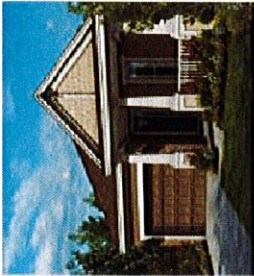
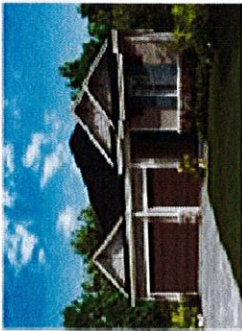
THE ABOVE DESCRIBED TRACTS OF LAND LIE IN LAKE COUNTY, FLORIDA AND CONTAIN 144.23 ACRES MORE OR LESS.

Exhibit "B" – Concept Plan



1

EXHIBIT “C” – Elevations



2



3

ARCHITECTURAL ELEVATION EXAMPLES

ARCHITECTURAL ELEVATION EXAMPLES
ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE

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).

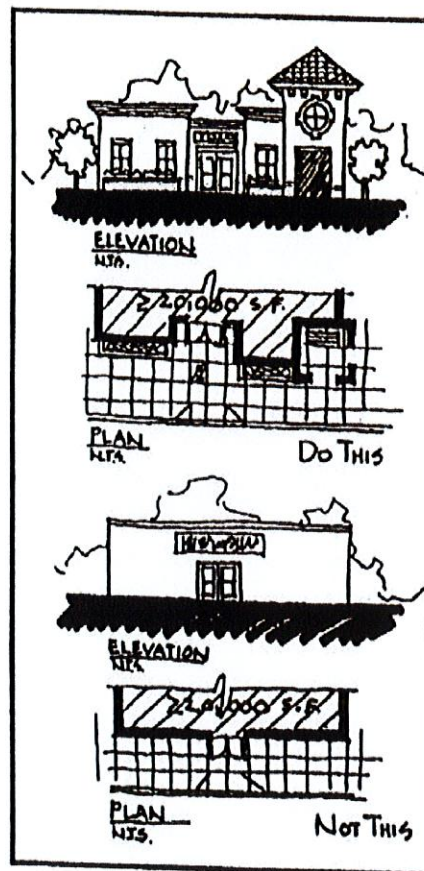


Illustration 1

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)

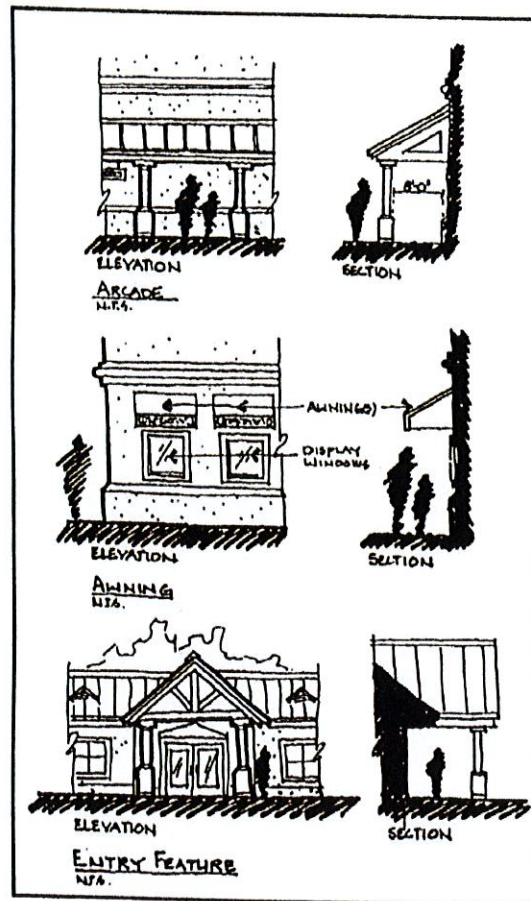


Illustration 2

- 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).

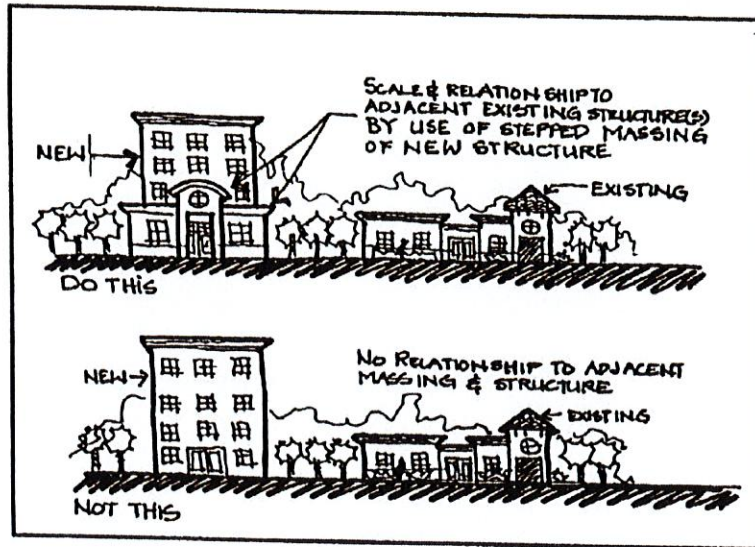


Illustration 3

- 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).

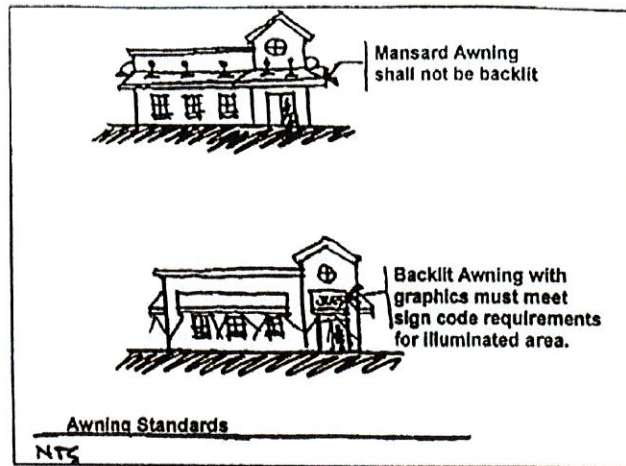


Illustration 4

- 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).

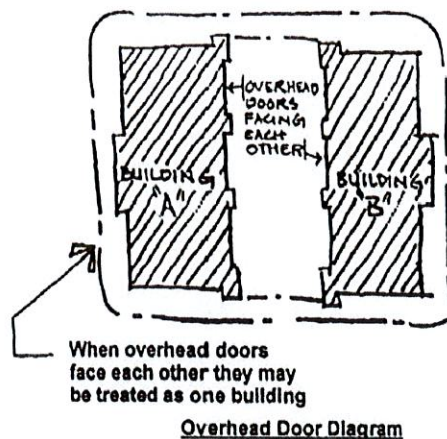


Illustration 5

- 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).

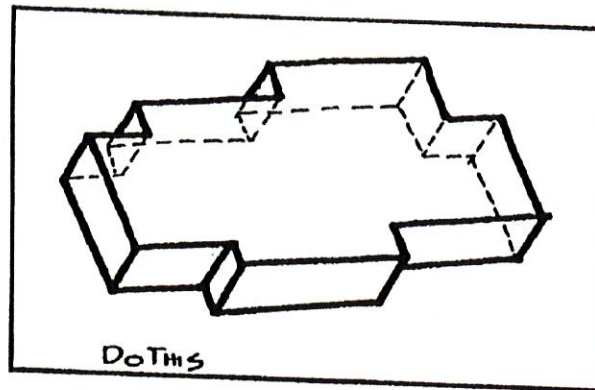


Illustration 6

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.

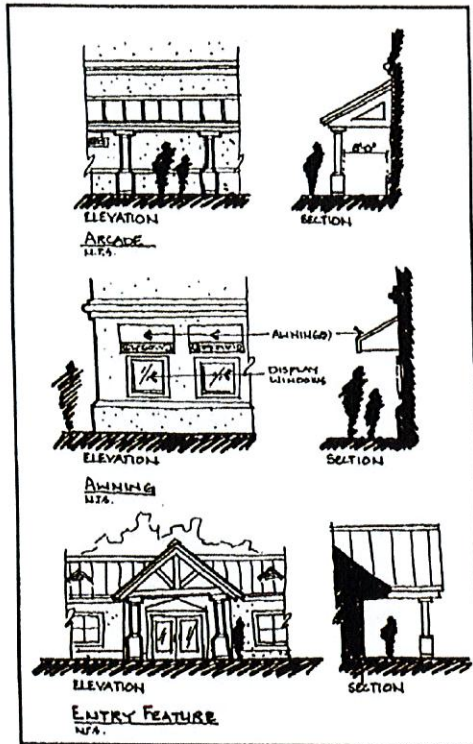


Illustration 7

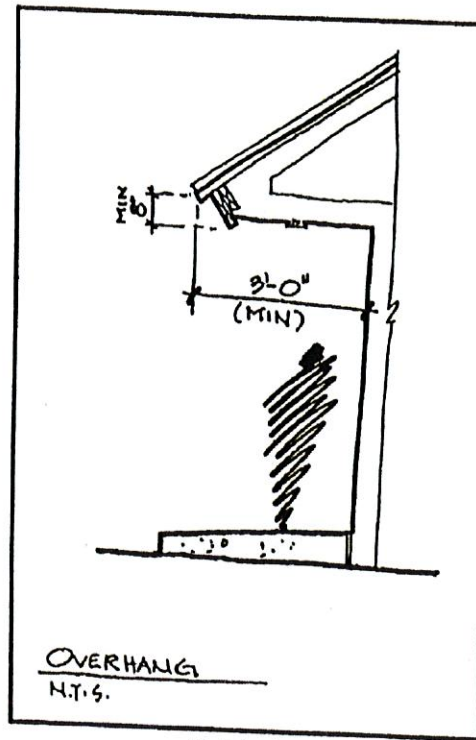


Illustration 8

- 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

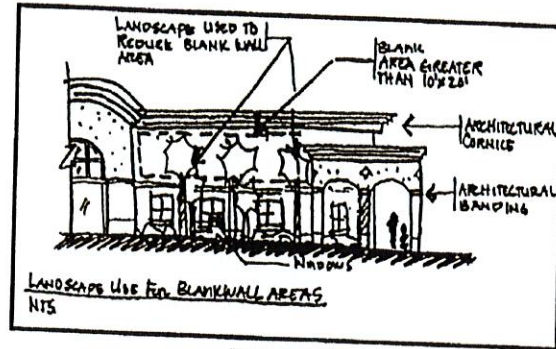


Illustration 10

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);

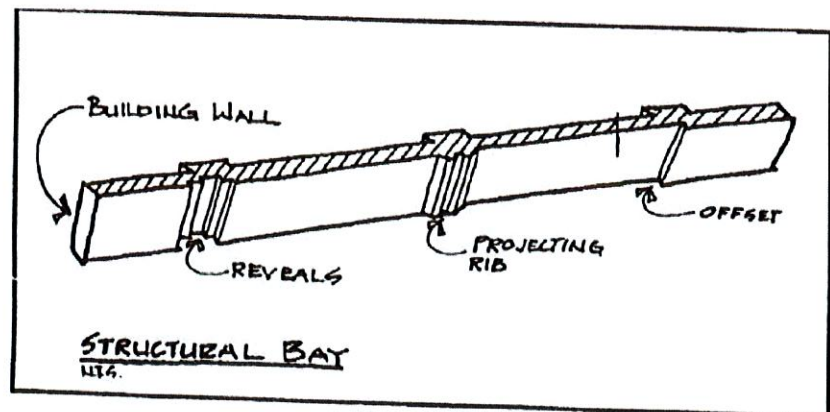


Illustration 11

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.

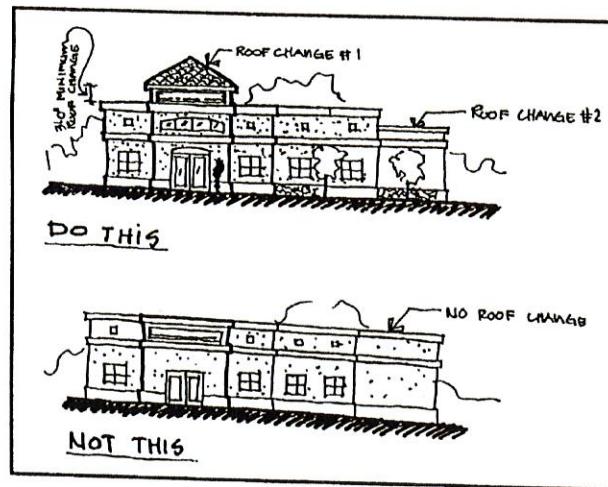


Illustration 12

- 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.

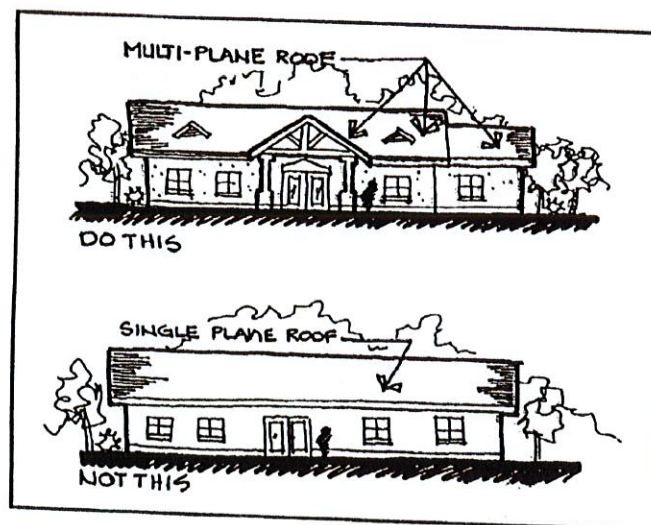


Illustration 13

- 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

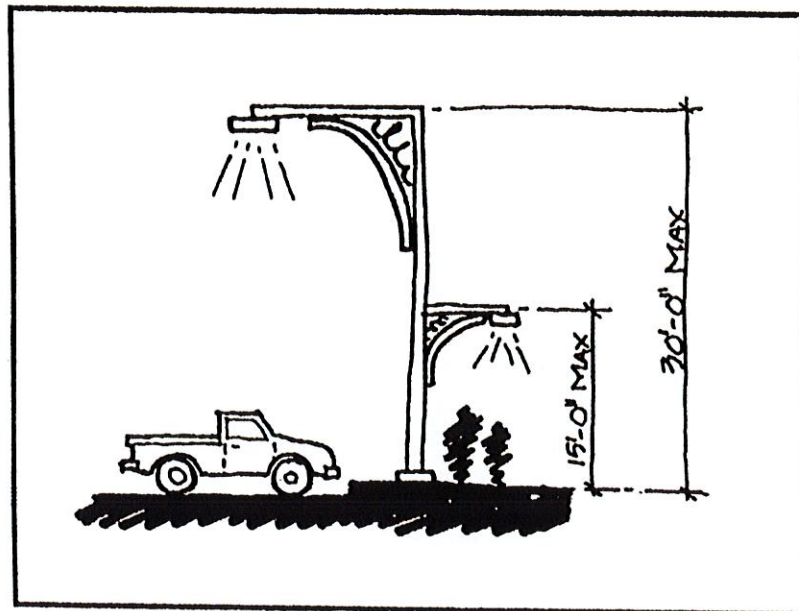


Illustration 14

- 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)

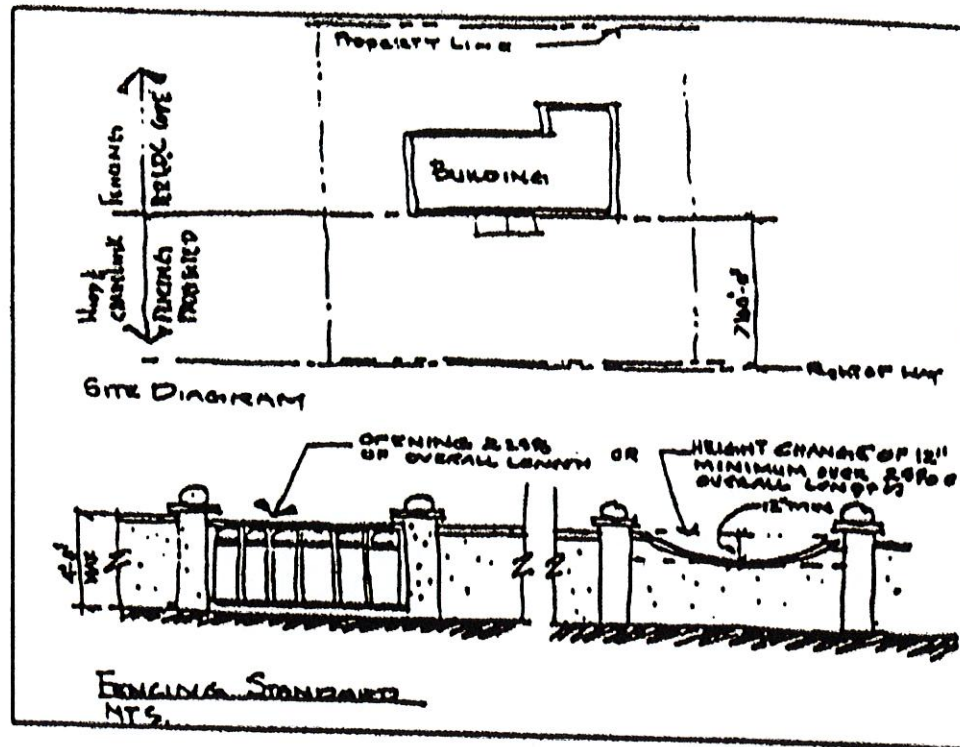


Illustration 15

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

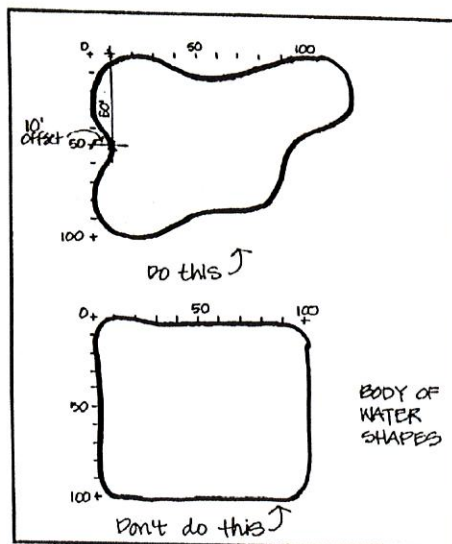
- a) Fencing does not exceed four feet in height;
- b) The fencing provides either an open view at a minimum of 25 percent of its length or provides variation in its height for a minimum of 15 percent of its length with a deviation of at least 12 inches; and
- c) The fence style must complement building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

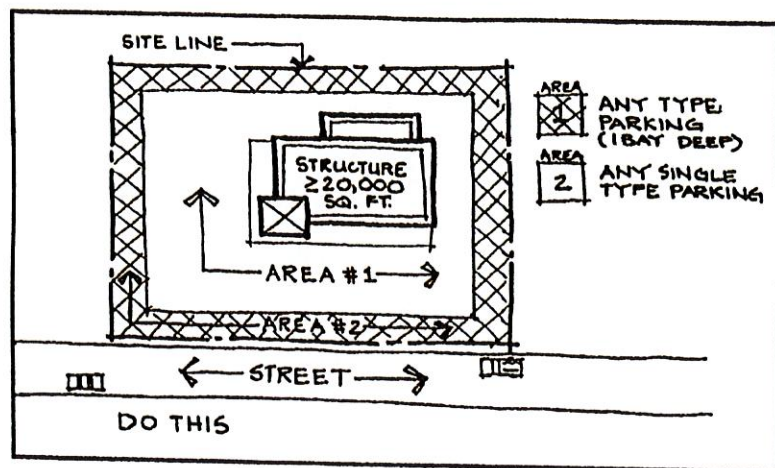


Illustration 17

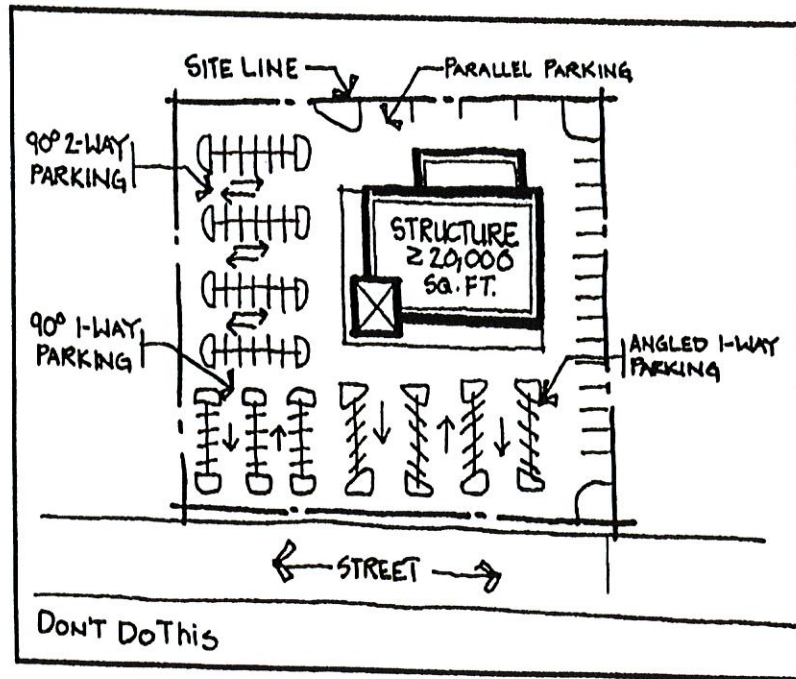


Illustration 18

- 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).

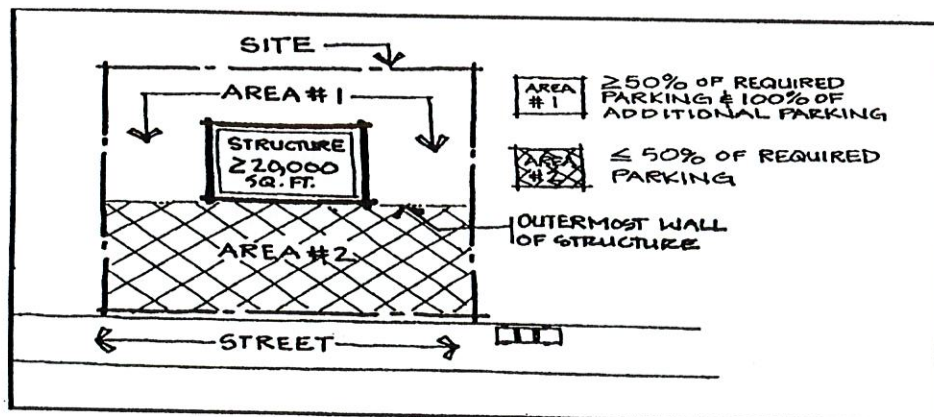
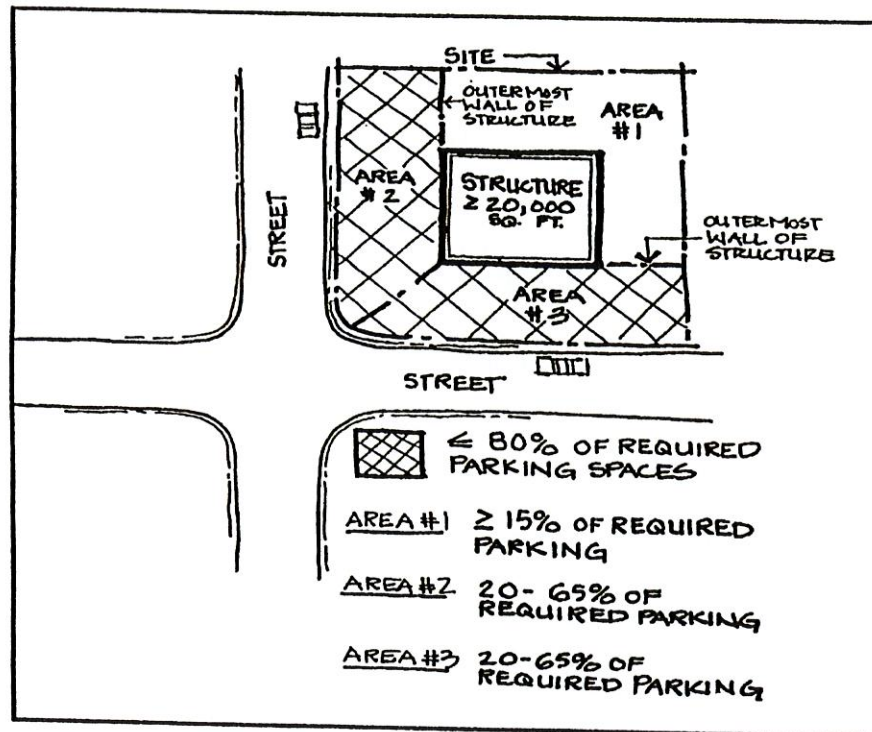


Illustration 19

- 1 2. *Corner lots.* No more than 80 percent of the off-street parking for the entire commercial
2 building or project shall be located between any primary facade of the commercial
3 building or project and the abutting street or navigable waterway area, with no single side
4 to contain more than 65 percent of the required parking. (See illustration 20 below).
5



- 6
7 e. *Parking structure standards.* A minimum of 60 percent of any primary facade of a
8 parking structure or covered parking facility shall incorporate two of the following (see
9 Illustration 21 below for examples):
10 1. Transparent windows, with clear or lightly-tinted glass, where pedestrian
11 oriented businesses are located along the facade of the parking structure;
12 2. Display windows;
13 3. Decorative metal grille-work or similar detailing which provides texture and
14 partially and/or fully covers the parking structure opening(s);
15 4. Art or architectural treatment such as sculpture, mosaic, glass block, opaque
16 art glass, relief work, or similar features; or,
17 5. Vertical trellis or other landscaping or pedestrian plaza area.

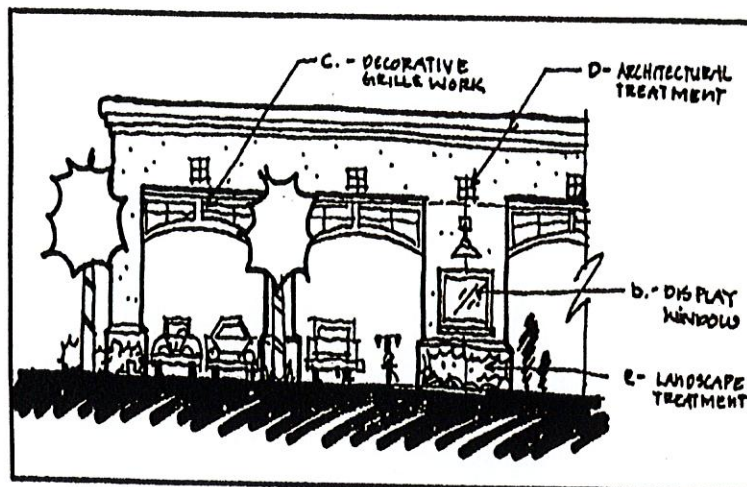


Illustration 21

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).

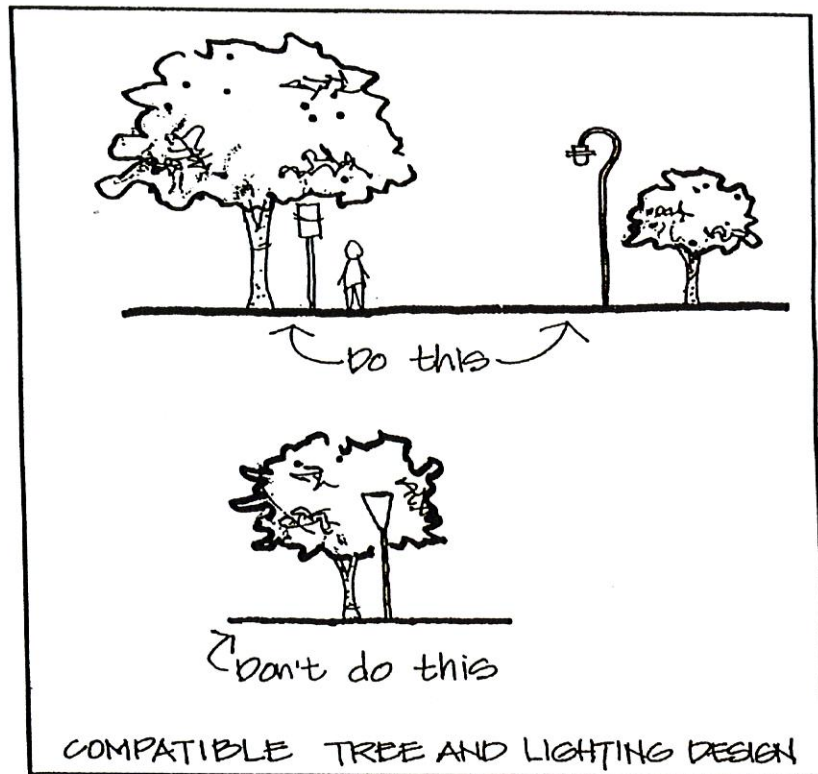


Illustration 22

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)

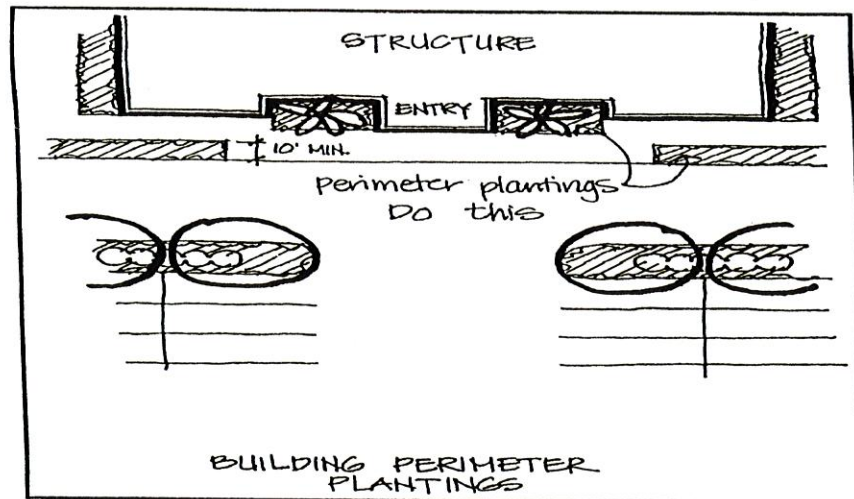


Illustration 23

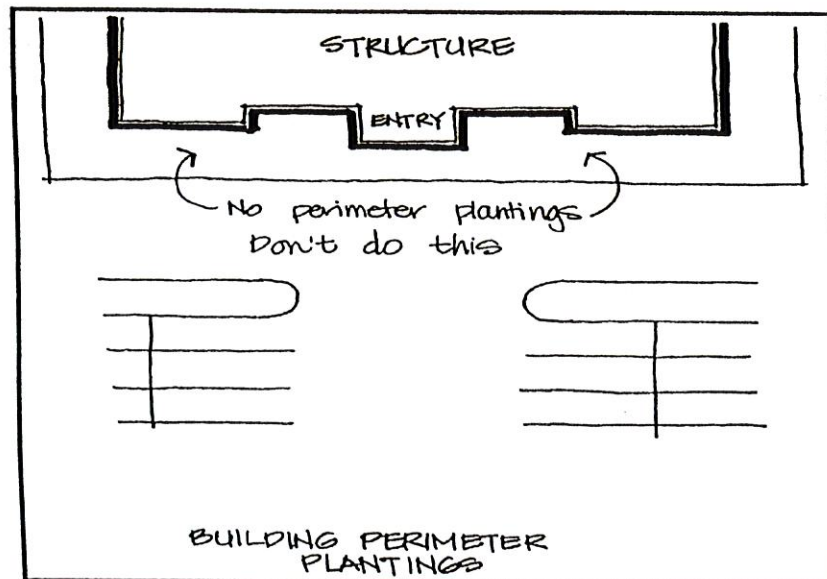


Illustration 24

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).

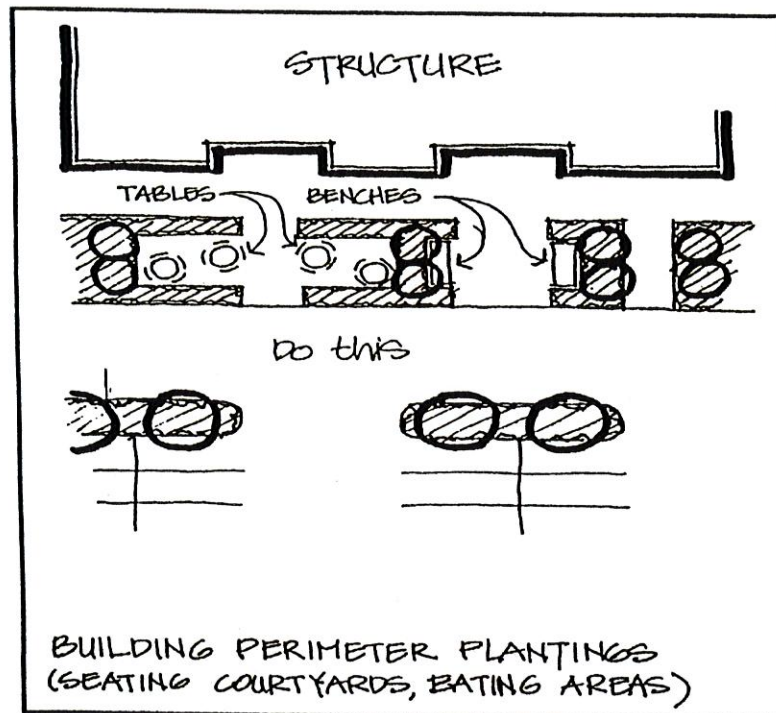


Illustration 25

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.

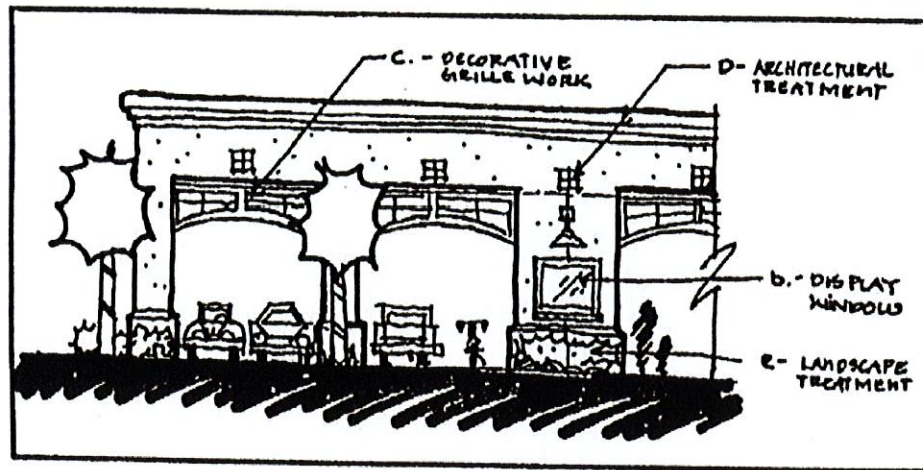
25. *Construction specifications.* All parking lots, loading areas and vehicular use areas shall have durable all-weather drainage and surface water control.

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

- 1 concrete, brick, asphalt, permanent porous grating or other permanent dust-free
2 surfaces. Wood chips or similar materials shall only be allowed for lots of four spaces
3 or less. All handicap spaces shall consist of hard surface materials
- 4 b) *Use of stone for parking surfaces.* Stone may be used as a parking surface on a limited
5 basis as an alternative material in accordance with the following standards:
- 6 a) The entire parking facility in which the stone surface is used shall not consist of more
7 than six parking spaces.
- 8 b) To ensure that nuisances and safety hazards will not be created by the spilling of stone
9 onto sidewalks and streets, stone shall not be used on any driveway or parking aisle
10 within 15 feet of a street right-of-way.
- 11 c) No limerock or similar material shall be used for stone surfaces.
- 12 d) Parking and driveway located in the front yards of the RP zoning district are restricted
13 to either hard surface materials consisting of either concrete, brick pavers or asphalt
14 for new developments.
- 15 26. *Wheel stop standards.* A maximum of a two-foot overhang is required from a raised curb or wheel
16 stop onto a nonpaved surface for all off-street parking spaces, except parallel spaces and adjacent
17 to landscaping. In cases where there is a raised curb adjacent to paved walkways wheel stops may
18 be waived, provided there is an additional two-foot area of paved walkway adjacent to the parking
19 space. However, the minimum parking space sizes shall not be reduced in cases where wheel
20 stops are not used in this application. All landscaped areas shall be protected from vehicle
21 encroachment by wheel stops.
- 22 27. *Access barriers.* Improvements shall be provided as necessary to prevent ingress and egress at
23 any point other than designated driveways.
- 24 28. *Marking and signage of parking spaces.* All parking spaces shall be marked on the pavement
25 (except where stone or mulch parking surfaces are used). Other directional information to assist
26 traffic flow shall be provided by either pavement marking or signage
- 27 29. *Bicycle racks.* For proposed nonresidential uses having an off-site parking requirement of 20
28 spaces or more, a number of off-street bicycle parking spaces shall be provided equal to five
29 percent of the automobile parking space requirement with a maximum of five racks. All bicycle
30 racks must be the "Inverted U" type. Each inverted U provided will count as two bicycle parking
31 space. Bike rack designs other than the type described above must be approved by the planning
32 and zoning board during site plan review
- 33 30. *Unimproved parking areas.* The local government may authorize that required off-street parking
34 spaces and vehicular use areas remain as unimproved reserved areas as follows:
- 35 31. *Reduced need.* Up to 25 percent of required spaces may be unimproved, wherever the local
36 government finds that one or more of the following circumstances exists:
- 37 a) The expected need for off-street parking is lessened due to unusual characteristics of
38 the use, and comparable data is available to establish that there is no present need for
39 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.

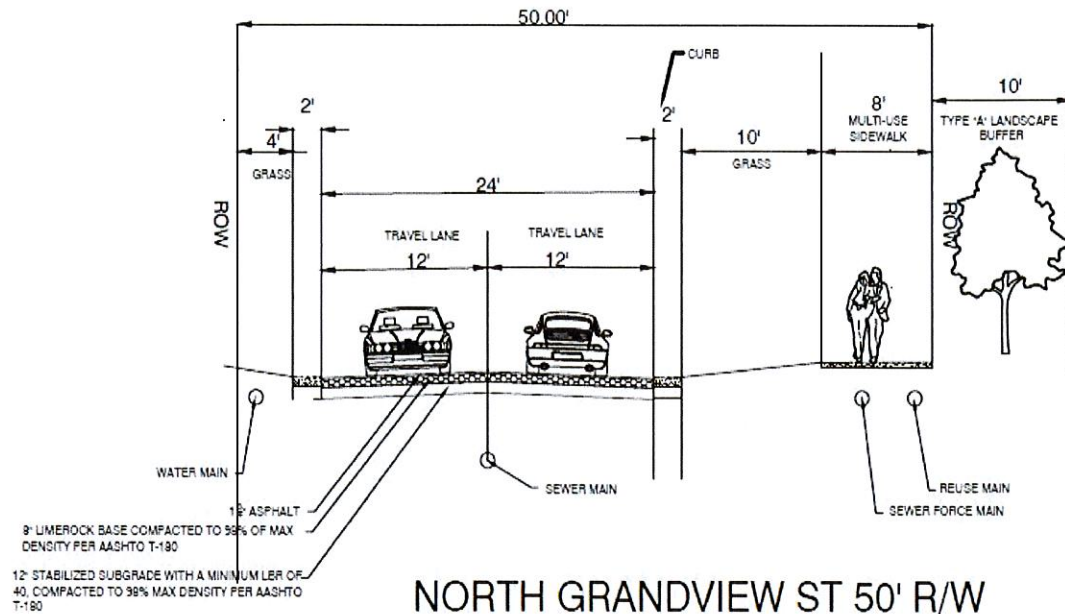


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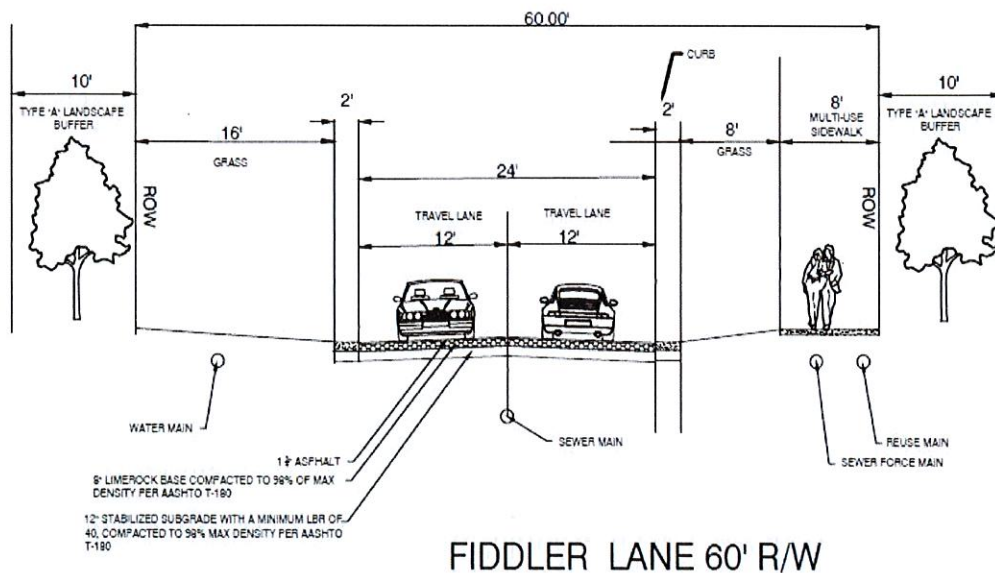
1 **G. Landscaping, Buffering, and Screening Requirements.**

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.



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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.

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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.

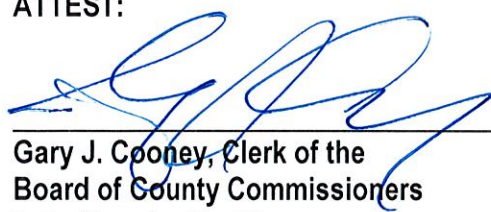
EFFECTIVE December 6th, 2022.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Chairman,

Kirby Smith

ATTEST:


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



APPROVED AS TO FORM AND LEGALITY


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

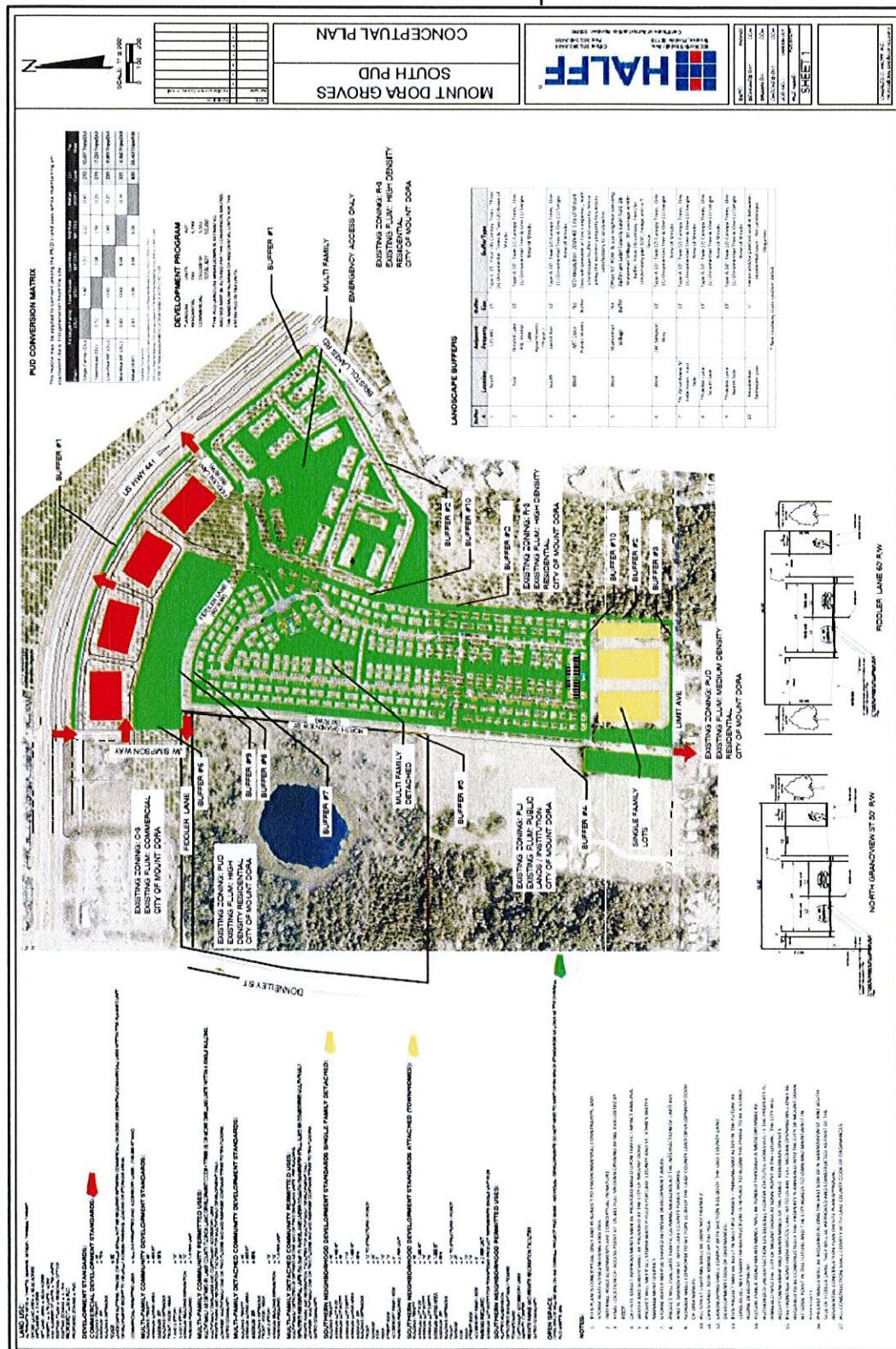


Exhibit "C" – Commercial Sign Standards

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

EXHIBIT “C”
Temporary Access and Construction Easement Agreement

This Document Prepared by:

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT ("**Easement Agreement**") is made and entered into this _____ day of _____, 202_, by and between the **City of Mount Dora**, located at 510 N Baker St., Mount Dora, FL 32757 (the "**City**"), and _____ located at _____ (the "**Grantee**"), and all being hereinafter sometimes collectively referred to as the "**Parties.**"

W I T N E S S E T H:

WHEREAS, pursuant to the Pre-annexation Agreement between the City and Grantee dated August 28, 2023, the City has agreed to grant a Temporary Access and Construction Easement for the purpose of grading and the construction of Grandview Street,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. The City hereby grants to the Grantee, its contractors, subcontractors, agents, successors and assigns, a temporary access and construction easement over, upon, through and across the thirty (30) foot easterly boundary of that portion of the City's property located at Alt Key 3916155, which is directly adjacent to the Grantee's property located at Alt Key 1445647 ("**Temporary Access and Construction Easement Area**"), for the purpose of grading and construction of Grandview Street.
2. The Grantee 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 Temporary Access and Construction Easement Area, including all connections thereto, in good order and repair and in compliance with all applicable governmental requirements during Grantee's use thereof.
3. The Grantee shall exercise the rights, privileges and permission granted herein at the Grantee's own risk. The Grantee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. The Grantee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with Grantee's use of the Temporary Access and Construction Easement Area or the failure on the part of the Grantee to comply with any of the provisions specified herein. The City shall not be liable to the Grantee if for any reason the Grantee's use of the property is hindered or disturbed, unless said hindrance or disturbance is caused by the City or its agents.
4. Grantee 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 Temporary Access and Construction Easement Area. Grantee, 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 use by the Grantee of the Temporary Access and Construction Easement Area for the purposes contemplated herein. City agree to cooperate with Grantee and its agents, contractors or designees in connection with obtaining any such permit as may be required and agrees to promptly advise Grantee in writing and provide copies to the Grantee 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 Temporary Access and Construction Easement Area or Grantee's use thereof.

5. City hereby warrants to the Grantee that City owns the fee simple title to the Temporary Access and Construction Easement Area and has good right and lawful authority to convey the Temporary Access and Construction Easement Area hereby created, granted, and conveyed and that the Temporary Access and Construction Easement Area are free and clear of all mortgages or other matters which would prevent the use and is of the Temporary Access and Construction Easement Area for the purposes contemplated herein.
6. Nothing contained in this Easement Agreement or the Temporary Access and Construction Easement Area granted to the Grantee by the City shall create or be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.
7. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to the addresses set forth above.
8. This Easement Agreement shall be recorded in the Public Records of Lake County, Florida. Upon execution of this Easement Agreement, the Grantee agree to pay the City an amount equal to the applicable cost of recording this Easement Agreement in the Public Records of Lake County, Florida.
9. This Temporary Access and Construction Easement Area shall run with the land, inure to and be binding on the parties, and their successors and assigns; however, upon completion of the grading and construction of Grandview Street with the as built drawings accepted by the City or a period not to exceed five (5) years from the date of recording in the Public Records of Lake County, Florida, whichever occurs first, this Easement Agreement shall automatically terminate.
10. This Easement Agreement constitutes the entire agreement between the Parties. There are no further or other agreements or understandings, written or oral, in effect between the Parties, relating to the subject matter hereof. This Easement Agreement may be amended or modified only by an instrument of equal formality signed by the respective Parties.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement on the respective dates below.

WITNESSES:

Printed Name: _____

Printed Name: _____

CITY:

CITY OF MOUNT DORA, FLORIDA
a chartered municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202-- by _____ and _____, the Mayor and City Clerk, respectively, duly authorized to execute the foregoing Easement Agreement on behalf of the **CITY OF MOUNT DORA, FLORIDA**, a chartered municipal corporation, and who are personally known to me.

[SEAL]

Notary Public, State of Florida

Print Name: _____
Commission No. _____
Commission Expires: _____

Signed, sealed and delivered in the presence of:

“GRANTEE”

Printed Name: _____

Printed Name: _____

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

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.

Signed, sealed and delivered in the presence of:

“GRANTEE”

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.

Signed, sealed and delivered in the presence of:

“GRANTEE”

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.

Signed, sealed and delivered in the presence of:

“GRANTEE”

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.

EXHIBIT "D" **Drainage Easement**

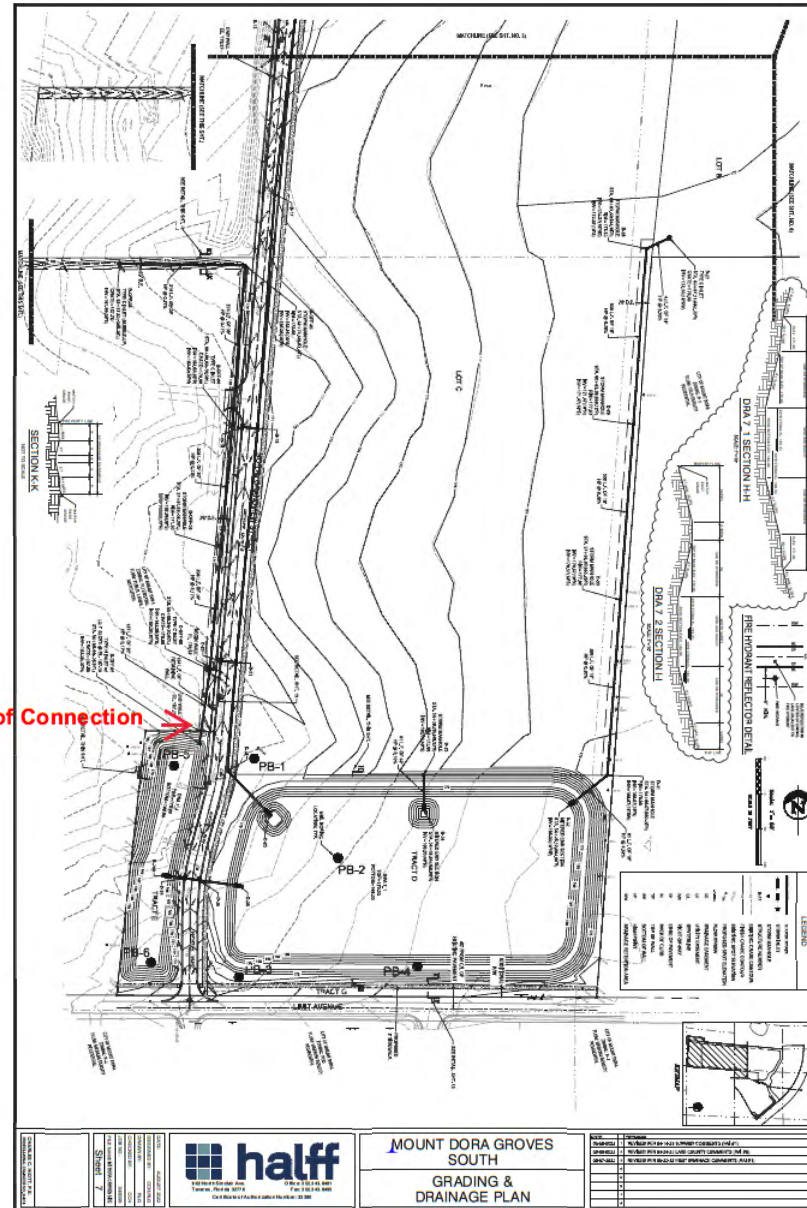


EXHIBIT “E”
Drainage Easement Agreement

This Document Prepared by:

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT ("**Easement Agreement**") is made and entered into this _____ day of _____, 2023, by and between the **City of Mount Dora**, located at 510 N Baker St., Mount Dora, FL 32757 (the "**City**"), and **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 "**Grantee**"), and all being hereinafter sometimes collectively referred to as the "**Parties**."

W I T N E S S E T H:

WHEREAS, the City owns that property located at Alt Keys 3916155 and 1708770 (the "**City Property**"); and

WHEREAS, the Grantee's property is located at Alt Key 1445647 (the "**Benefitted Property**") and

WHEREAS, pursuant to the Pre-annexation Agreement between the City and Grantee dated August 28, 2023, the parties have agreed to enter into a Drainage Easement Agreement for the purpose of accepting drainage from the Benefitted Property.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and conditions herein contained, and the sum of Ten & No/100 Dollars (\$10.00) paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals above are hereby incorporated herein by reference.
2. The City hereby grants to the Grantee, its contractors, subcontractors, agents, successors and assigns, a non-exclusive drainage easement, over, upon, through and across the general location depicted on **Exhibit “A”** as the “Point of Connection”, which is directly adjacent to the Benefitted Property, or if requested by the Grantee, in such other final location as approved in the engineered drawings approved for the Project (which location approval shall not be unreasonably withheld by the City) for the purposes of permitting the Developer's Project at a maximum rate of 25.94 cubic feet per second (the "**Drainage Easement**").
3. Grantee's use of this Drainage Easement shall not cause adverse impacts to the City Property and shall not materially interfere with City's plans for construction of a municipal operation complex on the City property.
4. The Grantee shall design the drainage system on the Benefitted Property to make adequate provision to minimize any erosion from occurring.
5. The Grantee 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 Drainage Easement, including

- all connections thereto, in good order and repair and in compliance with all applicable governmental requirements during Grantee's use thereof.
6. The Grantee shall exercise the rights, privileges and permission granted herein at the Grantee's own risk. The Grantee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. The Grantee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with Grantee's use of the Drainage Easement or the failure on the part of the Grantee to comply with any of the provisions specified herein. The City shall not be liable to the Grantee if for any reason the Grantee's use of the property is hindered or disturbed, unless said hindrance or disturbance is caused by the City or its agents.
 7. Grantee 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 this Drainage Easement. Grantee, 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 use by the Grantee of the Drainage Easement for the purposes contemplated herein. To the extent necessary, the City agrees to cooperate with Grantee and its agents, contractors or designees in connection with obtaining any such permits as may be required related to this Drainage Easement,
 8. Grantee agrees to promptly correct any and all notices, violations or the like received from any federal, state or local governmental agency, entity or office in connection with the Drainage Easement or Grantee's use thereof.
 9. City hereby warrants to the Grantee that City owns the fee simple title to the Drainage Easement and has good right and lawful authority to convey the Drainage Easement hereby created, granted, and conveyed and that the Drainage Easement is free and clear of any matters which would prevent the use and enjoyment of the Drainage Easement for the purposes contemplated herein.
 10. Nothing contained in this Easement Agreement or the Drainage Easement granted to the Grantee by the City shall create or be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.
 11. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to the addresses set forth above.
 12. This Easement Agreement shall be recorded in the Public Records of Lake County, Florida. Upon execution of this Easement Agreement, the Grantee agree to pay the City an amount equal to the applicable cost of recording this Easement Agreement in the Public Records of Lake County, Florida.
 13. This Drainage Easement shall run with the land, inure to and be binding on the parties, and their successors and assigns.
 14. This Easement Agreement constitutes the entire agreement between the Parties. There are no further or other agreements or understandings, written or oral, in effect between the Parties, relating to the subject matter hereof. This Easement Agreement may be amended or modified only by an instrument of equal formality signed by the respective Parties.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement on the date below.

WITNESSES:

Printed Name: _____

Printed Name: _____

CITY:

CITY OF MOUNT DORA, FLORIDA
a chartered municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by _____ and _____, the Mayor and City Clerk, respectively, duly authorized to execute the foregoing Easement Agreement on behalf of the **CITY OF MOUNT DORA, FLORIDA**, a chartered municipal corporation, and who are personally known to me.

[SEAL]

Notary Public, State of Florida

Print Name: _____
Commission No. _____
Commission Expires: _____

Signed, sealed and delivered in the presence of:

“GRANTEE”

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.

Signed, sealed and delivered in the presence of:

“GRANTEE”

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.

Signed, sealed and delivered in the presence of:

“GRANTEE”

Printed Name: _____

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

Printed Name: _____

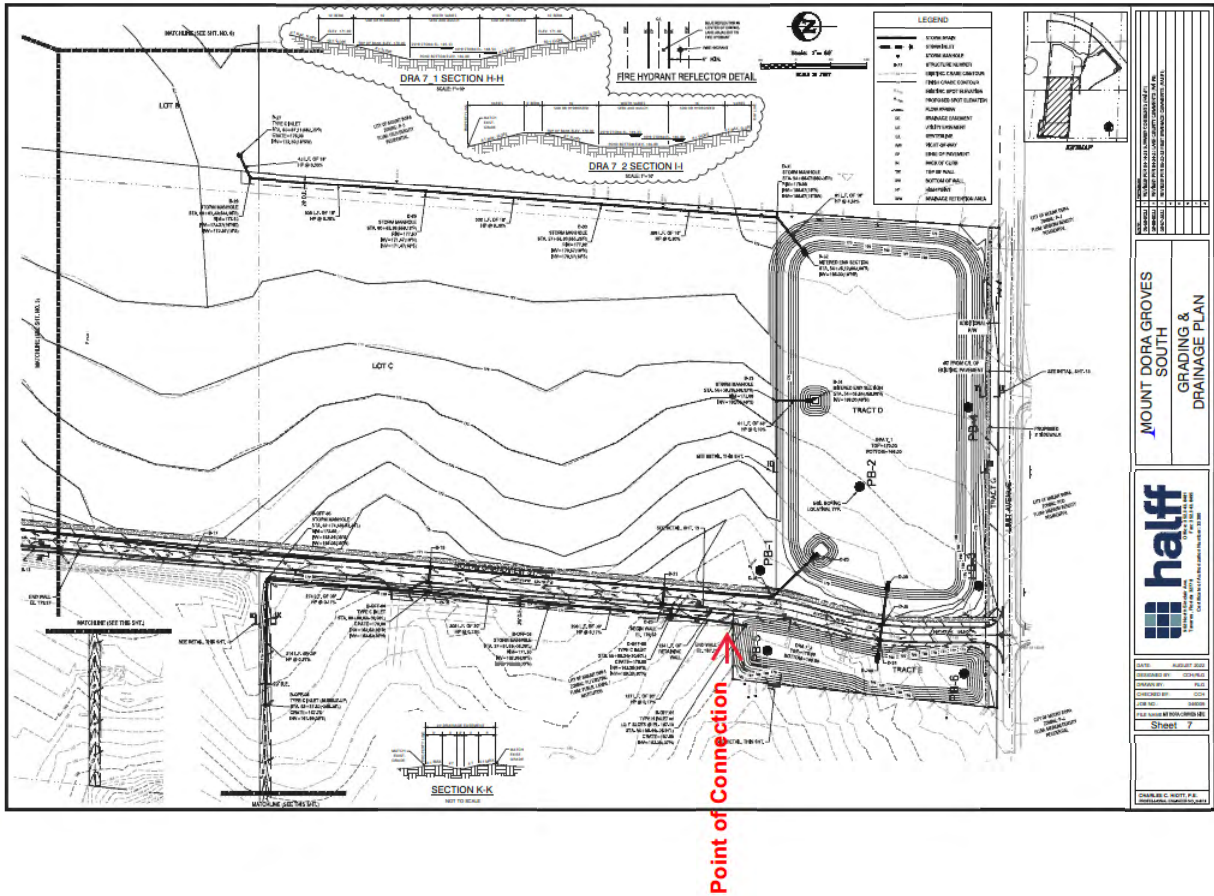
STATE OF FLORIDA

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.

Exhibit "A"

Exhibit





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

DATE: August 28, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Amendment 1 to the Agreement Between the City of Mount Dora and Ceres Environmental Services, Inc., Related to Emergency Debris Hauling and Disposal Services

Introduction:

Staff seeks City Council approval of an extension to the Agreement with Ceres Environmental Services, Inc. for emergency debris hauling and disposal services.

Discussion:

On April 17, 2018, the City Council adopted Resolution 2018-46 authorizing the Agreement between the City and Ceres Environmental, Inc. for emergency debris hauling and disposal services. This service is necessary for the rapid deployment of a qualified and licensed professional contractor to collect, haul and lawfully dispose of emergency-related debris. This type of debris is typically associated with, but not limited to, events such as hurricanes and tornadoes.

The current Agreement was set to expire on April 15, 2023 with no renewal options available. To ensure coverage for the City during the current 2023 storm season, and to facilitate time to solicit for this service, staff wish to extend the existing Agreement through and including December 31, 2023. Ceres Environmental Services, Inc. has agreed to honor all unit pricing as originally stated in their proposal and Agreement.

Budget Impact:

Budget impact will only occur as the result of a qualifying event. Funds have not been specifically appropriated for this purpose in the adopted fiscal year 2022-23 budget. Upon the occurrence of a qualifying event, it will be necessary to amend the adopted budget. Emergency Debris Hauling and Disposal Services are based on per unit costs. The magnitude of an emergency event will determine the final cost by utilizing the unit pricing times actual event quantities.

Strategic Impact:

Ceres Environmental Services will deploy rapidly after an event. Each event has its own unique set of circumstances, but upon receipt of a Notice to Proceed they typically mobilize within 72 hours. Post-storm clean-up in the City of Mount Dora would commence and proceed with all due haste. Ceres will also manage documentation for FEMA reimbursement where applicable.

GOAL 2: Infrastructure / Public Safety

Recommendation:

Request City Council approval of an extension, through and including December 31, 2023, to the Agreement with Ceres Environmental Services, Inc. for emergency debris hauling and disposal services and authorization for the Mayor to execute the agreement on behalf of the City.

Attachment(s):

1. Amendment 1. Ceres Environmental.SGS

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	Marilyn Douglas, Purchasing Manager	Approved - 8/28/2023
	GEORGE MAREK, Interim Public Works Director	Approved - 8/28/2023
	Aneta Barton, Budget Director	Approved - 8/28/2023
	Sherry Sutphen, City Attorney	Approved - 8/28/2023
	Jeanann Hand, City Clerk	Approved - 8/28/2023
	Patrick Comiskey, City Manager	Final Approval - 8/28/2023

**AMENDMENT 1 TO AGREEMENT BETWEEN THE CITY OF MOUNT DORA
AND CERES ENVIRONMENTAL SERVICES, INC.**

THIS AMENDMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the "CITY" and Ceres Environmental Services, Inc., 6968 Professional Parkway East, Sarasota, Florida 34240, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on April 17, 2018, the City adopted Resolution 2018-46, which authorized the Agreement between the CITY and the CONTRACTOR (Agreement); and

WHEREAS, the Agreement contemplated that the CONTRACTOR would provide professional emergency debris hauling and removal services; and

WHEREAS, the CITY is in the process of issuing a new solicitation for the services; however, needs to extend the term of the Agreement until such time as the solicitation process can be completed; and

WHEREAS, the CONTRACTOR has agreed to honor the pricing through requested extension; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the CITY and the CONTRACTOR agree as follows:

1. Section 2, Term, is hereby amended to extend retroactively from April 16, 2023, through and including December 31, 2023.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this _____ day of _____ 2023.

CITY OF MOUNT DORA

CRISSY STILE, MAYOR

ATTEST:

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

Jeanann Hand, City Clerk

Sherry G. Sutphen, City Attorney

CONTRACTOR

By: Tia Laurie

Print: Tia Laurie

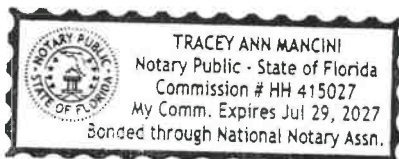
Title: Corporate Secretary

STATE OF FLORIDA

COUNTY OF Seaside

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Tia Laurie, as Corporate Secretary of Ceres Environmental Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 28th day of August, 2023.

(stamp)



Tracey A. Mancini
NOTARY PUBLIC, State of Florida
Tracey A. Mancini



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

DATE: August 28, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of First Reading of **Ordinance No. 2023-16**, Mount Dora Groves North Annexation for Simpson Family Partnership LTD (143.86 Acres)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2023-16 and hold for the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

Further annexation descriptions and details are contained in Attachment #1 (Annexation Summary Report MD Groves North). The applicant has petitioned the City for annexation for a collection of parcels located on the north side of US Highway 441 and east of SR 44. The site directly borders the City limits on the north, east, and west. The annexation will complete the existing jurisdiction enclave. The site is located in the City's Joint Planning Area (JPA) and eligible for annexation.

Budget Impact:

The City's ad valorem tax base will expand as the City Limits of the City are annexed in a logical pattern.

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.

Recommendation:

City Council to approve First Reading of Ordinance No. 2023-16 and hold hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Annexation Summary Report (MD Groves North)
2. Ordinance 2023-16 Annex (MD Groves North).SGS
3. Exhibit A Property Description (Vicinity Map MD Groves North)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Approved - 8/24/2023

Jeanann Hand, City Clerk

Approved - 8/24/2023

Patrick Comiskey, City Manager

Final Approval - 8/24/2023



CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

ANNEXATION SUMMARY REPORT SIMPSON FAMILY PARTNERSHIP LTD. PROJECT NAME: MOUNT DORA GROVES NORTH

Report Date:

August 28, 2023

Reference/Support:

Section 1.3, LDC

Chapter 171, Florida Statutes

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner: Simpson Family Partnership LTD
Applicant: Lowndes, Drosdick, Doster, Kantor & Reed
Tara L. Tedrow, Esq., Land Use Attorney
Existing Use: Vacant Land, Lake, and Orange Grove Operation
Proposed Use: Single Family Residential
Future Land Use: County Urban Medium and Water Body/Lake Loch Leven
Current Zoning: County PUD
JPA: Yes
City Council District: 4
Site Area: 143.86 acres

Surrounding Property Table:

PARCELS NORTH SIDE OF US HIGHWAY 441

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Med Density	R-1A	Loch Leven (Lake)/SFR
South	County*	PUD FLUM	PUD	US 441/Orange Groves
East	City	Res. Low	PUD	MD Country Club/FDOT Pond
West	County	Res. Low	AG	SFR
West	City	Commercial/ Office/Res Med	PUD PUD	Retail (Publix Center) Retail/SFR

* Proposed annexation

Analysis:

The applicant has petitioned the City for annexation for a collection of parcels located on the north side of US Highway 441 and east of SR 44. This action is for annexation only. The site directly borders the City limits on the north, east, and west. The annexation will complete the existing jurisdiction enclave. The site is located in the City's Joint Planning Area (JPA) and eligible for annexation. In concert with the annexation the City and owners are in process of preparing a Pre-Annexation Agreement to address various acceptance of County PUD zoning, development processes, utilities, etc.

N

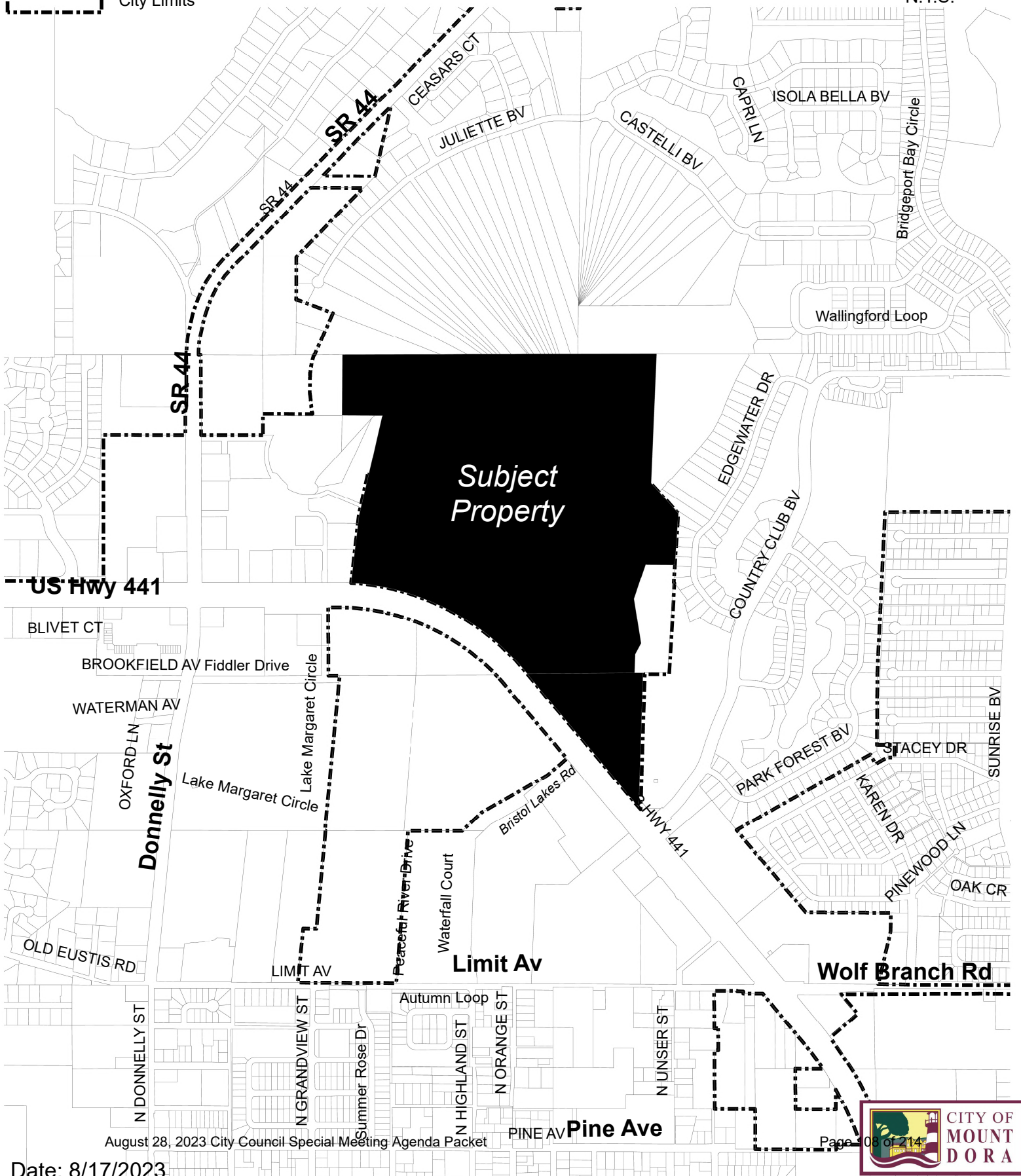


N.T.S.

Legend

-  Subject Property
-  City Limits

VICINITY MAP
Mount Dora Groves North
143.86 +/- Acres



From: [Tedrow, Tara](#)
To: [Marsh, Melanie](#); [Sherry Sutphen](#)
Cc: [Sandersfeld, Vince](#)
Subject: Mt Dora Groves- Proposed Annexation 8/28
Date: Monday, August 14, 2023 3:42:42 PM
Attachments: [image001.png](#)

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Melanie-

We had previously discussed the annexation of the Dora Groves N and S properties into the City via a voluntary annexation agreement that is being proposed with Mt. Dora. I know there are statutory notice requirements, so in anticipation of a hearing we have on 8/28 with the City Council to approve the agreement and have a first reading on the same agenda, I wanted to be sure you were given everything needed to meet that notice deadline so we could have a first reading of both the North and South PUD properties on 8/28.

Thank you!

Tara Tedrow

Shareholder

D: 407.418.6361 | **P:** 407.843.4600

[Email](#) | [Website](#) | [Bio](#) | [VCard](#) | [LinkedIn](#)



LOCAL ROOTS. BROAD REACH. SM

Notice of Confidentiality: This e-mail communication and the attachment(s) hereto, if any, are intended solely for the information and use of the addressee(s) identified above and may contain information which is legally privileged from disclosure and/or otherwise confidential. If a recipient of this e-mail communication is not an addressee (or an authorized representative of an addressee), such recipient is hereby advised that any review, disclosure, reproduction, re-transmission or other dissemination or use of this e-mail communication (or any information contained herein) is strictly prohibited. If you are not an addressee and have received this e-mail communication in error, please advise the sender of that circumstance either by reply e-mail or by telephone at (800) 356-6818, immediately delete this e-mail communication from any computer and destroy all physical copies of same.

Replies Filtered: Any incoming reply to this e-mail communication or other e-mail communication to us will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply or other e-mail communications to us being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we cannot guarantee that we will receive your reply or other e-mail communications to us and/or that we will receive the same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

[v4.30]

August 15, 2023

Lake County

Attn: Mary Ellen Stern, Director of the Office of Planning and Zoning

Lake County Growth Management

P.O. Box 7800

Tavares, FL 32778

Via Email: Lake County, maryellen.stern@lakecountyfl.gov

Re: JPA Notification

Owners Name: Simpson Family Partnership LTD and Mount Dora Groves Co. Inc.

General Location: North & South US Highway 441 and east of Donnelly Street

Projects/Requests: Annexation

Site Area: 224.56 Acres

Dear Mary Ellen Stern:

As required by the JPA, please find enclosed a copy of the applications for the above-referenced Annexation projects. Please provide any comments you may have to:

Vince Sandersfeld, Planning Director

510 N Baker Street

Mount Dora, FL 32757

Email: sandersfeldv@cityofmounddora.com

If you have any comments or questions about this project, please do not hesitate to contact my office at 352-735-7112.

Sincerely,

Vince Sandersfeld

Vince Sandersfeld

Planning Director

Encl.

cc: Seth Lynch, *Engineer III*

Janie Barron, *Chief Planner*

slynch@lakecountyfl.gov

JBarron@lakcountyfl.gov



RECEIVED

By Vince Sandersfeld at 8:12 am, Aug 18, 2023



PLANNING AND DEVELOPMENT

CITY OF
MOUNT
DORACity of Mount Dora
Planning & Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112PlanDev@CityofMountDora.comVOLUNTARY ANNEXATION
APPLICATIONDate: 8.17.23 Project Address: 445 Limit Ave

1. Applicant's Name: Tara Tedrow
 Company's Name: Lowndes
 Address: 215 N. Eola Drive
 City, State & Zip: Orlando FL 32801
 Phone: 407.418.6361 E-mail: Tara.Tedrow@lowndes-law.com

2. Property Owner's Name(s): Simpson Family Partnership Ltd
 Company's Name: Simpson Family Partnership Ltd
 Address: 445 Limit Ave
 City, State & Zip: Mount Dora FL 32757
 Phone: C/o 407.418.6361 E-mail: Tara.Tedrow@lowndes-law.com

3. The property generally located (list adjacent streets): East of Donnelly St
North of US 441 and West of Country Club of Mount Dora.

5. Alt Key(s): 3884341, 1445671

6. Size of property in Acres: 144.23 Square Feet: 6,282,659

7. Does property have, or will it have City Water and Sewer? ☒ Yes ☐ No

8. Does property have, or will it have Well or Septic Tank? ☐ Yes ☒ No

9. Current Zoning District (County): North: PUD

10. Future Land Use Category (County): North: Urban Medium

11. Requested Zoning District (City): TBD

12. Requested Future Land Use Category (City): TBD

13. Present use and structures on the property (list number of residential dwelling units):

Citrus Grove / No Dwellings

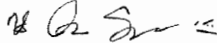
14. Public or Private Roadways*: Public & Private Roads
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

DocuSigned by:

 0288F60E0EEC4B2...

Owner(s) of Record Signature(s)

8/17/2023

Date

13. Present use and structures on the property (list number of residential dwelling units):

Citrus Grove / No Dwellings

14. Public or Private Roadways*: Public & Private Roads
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

DocuSigned by:



D3E43F4C3ECF48E...

8/18/2023

Owner(s) of Record Signature(s)

Date

July 19, 2023

City of Mount Dora
501 North Baker St.
Mount Dora, FL 32757

Re: Agent Authorization

To Whom It May Concern:

I, H. James Simpson III, as CO-General Partner, **on behalf of Simpson Family Partnership, LTD.**, as owner of real property with Parcel Identification Alt Keys Numbers 1445710, 1445671, 1445698, 3884341 and 3884340 in Lake County, Florida, do hereby authorize Tara Tedrow and Lowndes Law Firm, and any of their authorized representatives to make application to the City of Mount Dora for Annexation.

Sincerely,

SIMPSON FAMILY PARTNERSHIP, LTD.,
A Florida corporation

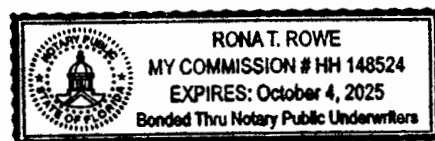
By: H. James Simpson III
Name: H. James Simpson III
Title: General Partner
Date: 7/19/2023

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me ☒ in person or ☐ via remote notarization me this 19th day of July, 2023 by James Simpson III, as CO-General Partner on behalf of Simpson Family Partnership, LTD., a Florida corporation. He/She is personally known to me or has produced FL Driver License as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of July, 2023.

Notary Public Signature: Rona T Rowe
My Commission Expires: 10/4/2025
Notary Seal:



July 19, 2023

City of Mount Dora
501 North Baker St.
Mount Dora, FL 32757

Re: Agent Authorization

To Whom It May Concern:

I, Michael Simpson, as CO-General Partner, on behalf of Simpson Family Partnership, LTD., as owner of real property with Parcel Identification Alt Keys Numbers 1445710, 1445671, 1445698, 3884341 and 3884340 in Lake County, Florida, do hereby authorize Tara Tedrow and Lowndes Law Firm, and any of their authorized representatives to make application to the City of Mount Dora for Annexation.

Sincerely,

SIMPSONS FAMILY PARTNERSHIP, LTD.
A Florida corporation

By: 

Name: Michael Simpson

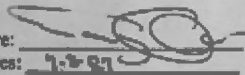
Title: Co-Partner

Date: 7-19-23

STATE OF Florida
COUNTY OF Lake

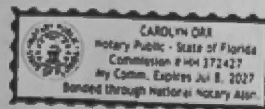
The foregoing instrument was acknowledged before me ☒ in person or ☐ via remote notarization on this 19 day of July, 2023 by Michael Simpson as Co-General Partner on behalf of Simpson Family Partnership, LTD, a Florida corporation. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of July, 2023.

Notary Public Signature: 

My Commission Expires: 7-8-27

Notary Seal:



089428219987212349740v1

North Parcel (Being Parcel 7 described below)

PARCEL 7: (Fee Simple Estate)

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.

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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°56'08" EAST ALONG SAID NORTH LINE 313.88 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 89°55'08" 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 1288.43 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 448.85 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.79 FEET, NORTH 60°48'54" EAST 324.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1608 PG 1609, THENCE RUN SOUTH 49°59'21" 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:

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

PARCEL 5:

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" 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°23'30" WEST 470 FEET TO POINT OF BEGINNING.

LESS AND EXCEPT:

J.W. SIMPSON WAY, LAKESIDE AT WATERMAN VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 76, PAGES 30 THROUGH 32 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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 6 LIES WHOLLY WITHIN PARCEL 7).

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 67 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 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 OF SECTION 20, THENCE 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.

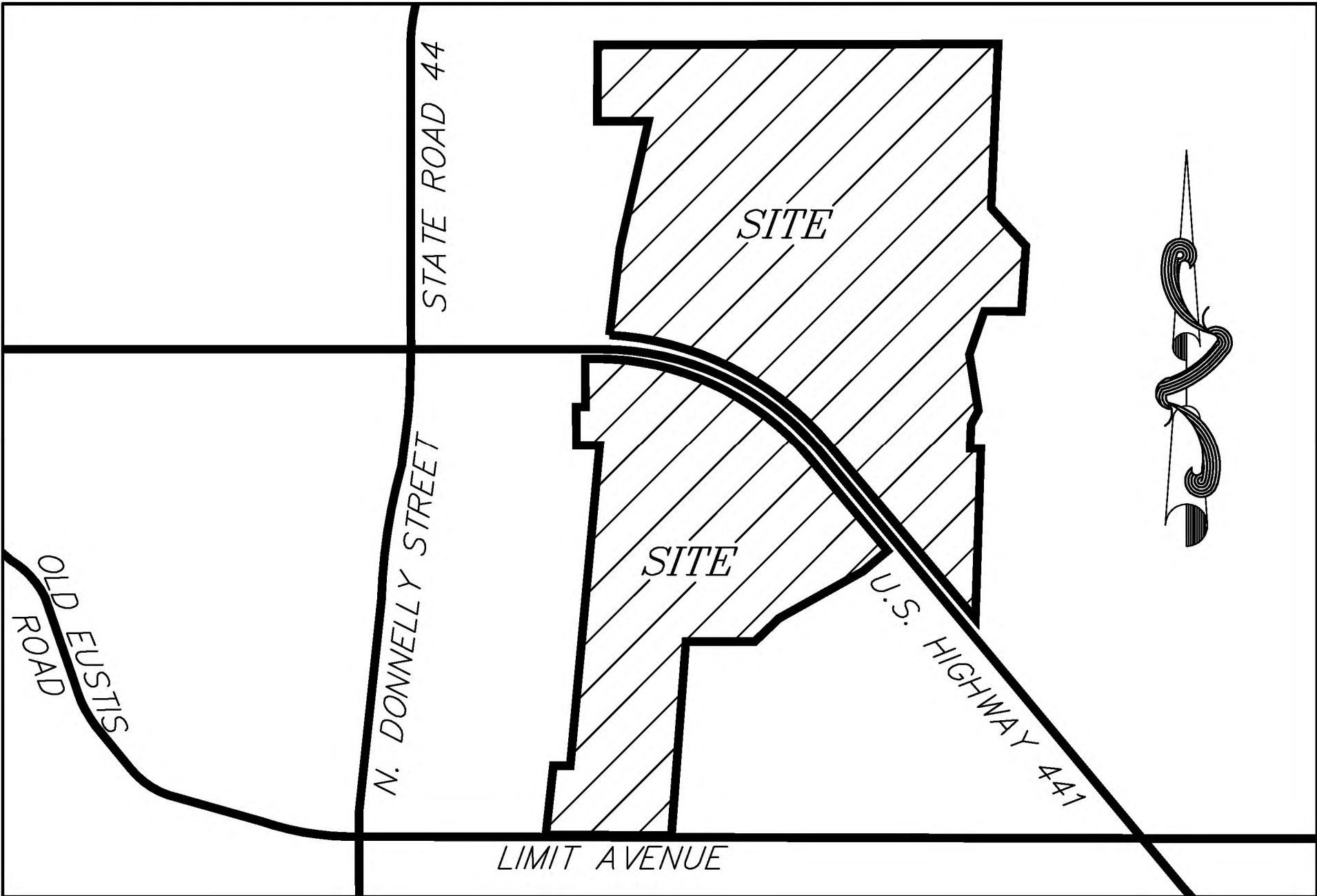
PARCEL 8: (NON-EXCLUSIVE EASEMENT ESTATE)

TOGETHER WITH: NON-EXCLUSIVE EASEMENT(S) AS SET FORTH AND CREATED BY THAT CERTAIN ACCESS, DRAINAGE AND UTILITY EASEMENT RECORDED OCTOBER 4, 2019 IN OFFICIAL RECORDS BOOK 5352, PAGE 1953, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, OVER, UNDER AND ACROSS THE LANDS DESCRIBED THEREIN.

PARCEL 9: (NON-EXCLUSIVE EASEMENT ESTATE)

TOGETHER WITH: NON-EXCLUSIVE EASEMENT(S) AS SET FORTH AND CREATED BY THAT CERTAIN DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MAY 13, 1998 IN OFFICIAL RECORDS BOOK 1608, PAGE 1612, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, OVER, UNDER AND ACROSS THE LANDS DESCRIBED THEREIN. NOTE: THIS DOCUMENT IS NOT LEGIBLE. THE LOCATION OF THIS EASEMENT IS GRAPHICALLY DEPICTED AS NEAR AS CAN BE SCALED FROM THE DOCUMENT.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN LAKE COUNTY, FLORIDA AND CONTAIN 224.21 ACRES MORE OR LESS.



LOCATION MAP NOT TO SCALE

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING NORTH 00°12'19" WEST.
 - THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
 - THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
 - THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
 - THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE, UNOBSTRUCTED, VISIBLE ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND UTILITIES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED, UNLESS SHOWN HEREON.
 - UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND PROFESSIONAL PURVIEW AND SUBJECT TO LEGAL INTERPRETATION.
 - THE LANDS SHOWN HEREON LIE IN ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE A, DEFINED AS NO BASE FLOOD ELEVATION DETERMINED, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 1204210359E, MAP NO. 12069C0359E, MAP REVISED DECEMBER 18, 2012. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THE LIMITS OF SAID ZONES ARE GRAPHICALLY DEPICTED HEREON AS NEAR AS MAY BE SCALED FROM SAID MAP.
 - THERE WAS NO VISUAL EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WITHIN THE SURVEYED LANDS.
 - ADJOINING PARCEL OWNER AND RECORDING INFORMATION DELINEATED HEREON WAS OBTAINED FROM THE LAKE COUNTY PROPERTY APPRAISER'S PUBLIC ACCESS SYSTEM.
 - THE SUBJECT PROPERTY IS CURRENTLY BEING USED AS A CITRUS GROVE.
 - THERE WAS NO VISUAL EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WITHIN THE SURVEYED LANDS. THE SURVEYOR IS UNAWARE OF ANY PROPOSED CHANGES IN THE RIGHT-OF-WAY.
 - THE SUBJECT PROPERTY HAS ACCESS TO PUBLIC UTILITIES FROM THE PUBLIC STREETS ADJACENT TO THE SUBJECT PROPERTY.
 - THE SUBJECT PROPERTY ABUTS, WITHOUT GAPS, CORES OR STRIPS, AND HAS VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM U.S.HIGHWAY 441, WHICH IS COMPLETED, DEDICATED AND ACCEPTED PUBLIC RIGHT OF WAY.
 - EXCEPT AS SHOWN ON THE SURVEY, THE SUBJECT PROPERTY DOES NOT APPEAR TO SERVE ANY ADJOINING PROPERTY FOR UTILITIES, DRAINAGE, STRUCTURAL SUPPORT OR INGRESS OR EGRESS.
 - THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
 - THE SURVEYOR WAS NOT PROVIDE A ZONING REPORT OR ANY INFORMATION REGARDING BUILDING SETBACKS, OR ANY OTHER RESTRICTIONS RELATED TO THE SURVEYED LANDS.
 - THERE ARE BUILDINGS ON THE SITE AND THEY ARE GRAPHICALLY SHOWN HEREON. THE BUILDINGS ARE SUBJECT TO DEMOLITION DUE TO FUTURE CONSTRUCTION.
 - ELEVATIONS SHOWN HEREON ARE BASED ON LAKE COUNTY SURVEY DEPARTMENT VERTICAL DATUM AND IS BASED ON BENCH MARK 1191 GP56 ELEVATION 172.64' AND BENCH MARK 1191 GPS ELEVATION 171.71', NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 - WE HAVE EXAMINED THE FURNISHED COMMITMENT TO INSURE TITLE, COMMITMENT NUMBER 9749282, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 9, 2022 AT 5:00 P.M. THOSE INSTRUMENTS INCLUDED IN "SCHEDULE B, PART II EXCEPTIONS", OF THE COMMITMENT HAVE BEEN EXAMINED AND ARE REFLECTED HEREON TO THE EXTENT THEY AFFECT THE LANDS SURVEYED.
- EXCEPTIONS AS THEY APPEAR IN THE SUPPLIED COMMITMENT

- PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS AND RESERVATION OF ROAD RIGHTS OF WAY IN FAVOR OF THE STATE OF FLORIDA, THROUGH THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, AS SET FORTH IN THAT CERTAIN DEED RECORDED IN DEED BOOK 225, PAGE 442. (NOTE: AS TO SAID RESERVATION, THE RESERVATION FOR MINING AND EXPLORATION HAVE BEEN MODIFIED BY THE RELEASE OF THE RIGHT OF ENTRY INTO THE INSURED PREMISES, AS CONTAINED IN SECTION 270.11 OF THE FLORIDA STATUTES). AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
- DRAINAGE EASEMENT IN FAVOR OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 118, PAGE 36. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- EASEMENT FOR STORM SEWER IN FAVOR OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 120, PAGE 428. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 348, PAGE 445. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
- TERMS AND CONDITIONS CONTAINED IN MEMBERS PRODUCTION AND MARKETING AGREEMENT BETWEEN MOUNT DORA GROVES COOPERATIVE AND MOUNT DORA GROVES CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 398, PAGE 36. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
- RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 444, PAGE 5. DOES NOT AFFECT THE SUBJECT PROPERTY.
- RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 893. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
- TERMS AND CONDITIONS CONTAINED IN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE CITY OF MOUNT DORA RECORDED IN OFFICIAL RECORDS BOOK 1115, PAGE 2012. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
- GRANT OF EASEMENT IN FAVOR OF THE CITY OF MOUNT DORA RECORDED IN OFFICIAL RECORDS BOOK 1304, PAGE 2067. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER MATTERS AS SET FORTH IN DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 4843, PAGE 546. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
- EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC. RECORDED IN OFFICIAL RECORDS BOOK 5017, PAGE 42; AS AFFECTED BY SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 5310, PAGE 2351. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- PERPETUAL EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 5496, PAGE 1501.
- RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. NOT A SURVEY MATTER.
- ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND. MAY AFFECT THE LANDS WITHIN LOCH LEVEN.
- RIGHTS OF OTHERS TO USE THE WATERS OF ANY WATER BODY EXTENDING FROM THE INSURED LAND ONTO OTHER LANDS. MAY AFFECT THE LANDS WITHIN LOCH LEVEN.
- TITLE TO ANY SUBMERGED LAND INCLUDED WITHIN THE LAND DESCRIBED IN THIS POLICY IS NOT INSURED. MAY AFFECT THE LANDS WITHIN LOCH LEVEN.
- ANY AND ALL RIGHTS OF THE UNITED STATES OF AMERICA OVER ARTIFICIALLY FILLED LANDS IN WHAT WERE FORMERLY NAVIGABLE WATERS, ARISING BY REASON OF THE UNITED STATES OF AMERICA'S CONTROL OVER NAVIGABLE WATERS IN THE INTEREST OF NAVIGATION AND COMMERCE, AND ANY CONDITIONS CONTAINED IN ANY PERMIT AUTHORIZING THE FILLING IN OF SUCH AREAS. NOT A SURVEY MATTER.
- THE INALIENABLE RIGHTS OF THE PUBLIC TO USE THE NAVIGABLE WATERS COVERING THE LANDS DESCRIBED ON SCHEDULE A. MAY AFFECT THE LANDS ADJACENT TO LOCH LEVEN.
- NOTWITHSTANDING THE LEGAL DESCRIPTION IN SCHEDULE A, THIS POLICY DOES NOT INSURE TITLE TO ANY LANDS LYING BELOW THE MEAN OR ORDINARY HIGH WATER LINE OF ANY NAVIGABLE OR TIDALLY INFLUENCED WATERS. MAY AFFECT THE LANDS WITHIN LOCH LEVEN.
- THE NATURE, EXTENT OR EXISTENCE OF RIPARIAN RIGHTS OR LITTORAL RIGHTS IS NOT INSURED. NOT A SURVEY MATTER.
- TERMS AND CONDITIONS OF ACCESS, DRAINAGE AND UTILITY EASEMENT AGREEMENT BETWEEN BRISTOL LAKES PHASE II, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND SIMPSON FAMILY PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP RECORDED IN OFFICIAL RECORDS BOOK 5352, PAGE 1953. DOES NOT AFFECT THE SUBJECT PROPERTY BUT IS APPURTENANT TO AND SHOWN HEREON.
- INTENTIONALLY DELETED.

CERTIFICATION:

TO: BROCHMAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MOUNT DORA GROVES COMPANY, A FLORIDA CORPORATION, SIMPSON FAMILY PARTNERSHIP, LTD, A FLORIDA LIMITED PARTNERSHIP AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 11, 13, 16, 17, OF TABLE A THEREOF.



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
407 654-5355 *FAX 407 654-5356

ALTANSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

FOR:
BROCHMAN, LLC

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #6533

DATE	REVISIONS
5/10/23	REVISED PER COMMENTS
3/23/23	ADD 24" RFP
2/15/23	REVISED WETLAND LINE
2/28/22	REVISED LEGEND

JOB # 20210606
DATE: SEPTEMBER 22, 2021
SCALE: 1"=100'
CALC BY: SEJ
FIELD BY: DH/TS
DRAWN BY: SEJ
CHECKED BY: JLR



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 3478
407 654-5355 *FAX 407 654-535

ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST

FOR: BROCHMAN, LLC

[illegible]

JOB # _____ 20210606
DATE: _____ SEPTEMBER 22, 2021
SCALE: _____ 1"=100'
CALC BY: _____ SEJ
FIELD BY: _____ DH/TS
DRAWN BY: _____ SEJ
CHECKED BY: _____ JLR

SHEET 4 OF 5



*TREE LOCATIONS AND TABLE
SEE SHEETS 2-4 FOR
GEOMETRY AND LOCATIONS*

TREE TABLE	
POINT NUMBER	TREE
2158	12" PALM
2169	13" PALM
2170	12" PALM
2171	13" PALM
2172	13" PALM
2173	14" PALM
2174	40" CAMPHOR
2175	8-7" OAK
2176	23" OAK
2177	24" OAK
2178	43" OAK
2179	28" OAK
2180	7" CAMPHOR
2184	25" CAMPHOR
2185	16" PALM
2186	22" OAK
2187	15" OAK
2188	8" PALM
2189	19" PALM
2190	9" OAK
2191	19" PALM
2193	CE 21
2194	16" PALM
2195	38" OAK
2203	24" CAMPHOR
2204	12-10-9" OAK
2205	9" CAMPHOR
2206	9" CAMPHOR
2207	9" CAMPHOR
2208	20" OAK
2209	12" PALM
2210	18" OAK
2211	20" OAK
2212	8-11" CAMPHOR
2213	12" OAK
2214	11" CAMPHOR
2215	10" OAK
2216	23" OAK
2217	26" OAK
2218	38" OAK
2219	12" OAK
2220	50" OAK
2221	16" OAK
2222	11" CAMPHOR
2223	10" OAK
2224	24" OAK
2225	14" OAK
2226	13" PALM
2227	10" PALM
2228	11" CAMPHOR
2229	12" CAMPHOR
2230	16" OAK
2231	9" OAK
2232	9" OAK
2233	20-28" OAK
2234	16" OAK
2235	10" OAK
2236	13" OAK
2237	14" PALM
2238	17" PALM
2239	9" OAK
2240	18" OAK
2241	28" OAK
2242	10" OAK
2243	17" PALM
2244	10-2" CAMPHOR
2245	11" CAMPHOR
2246	17" PALM
2247	19" PALM
2248	12" CAMPHOR
2249	12" PALM
2250	13" PALM
2251	14" CAMPHOR
2253	8" OAK
2254	14" OAK
2255	13" OAK
2256	18" PALM
2257	20" PALM
2258	15" OAK
2259	17" PALM
2260	10" OAK
2261	7" OAK
2262	18" PALM
2264	13" PALM
2265	11" OAK
2266	14" PALM
2267	24-30" OAK
2268	MIMOSA TREE 30
2269	13" OAK
2270	15" PALM
2271	10-8" OAK
2272	7" OAK
2273	6" OAK
2274	12" PALM
2275	13" PALM
2276	14" PALM
2277	14" PALM
2278	16" PALM
2279	12" CAMPHOR
2283	10" CAMPHOR
2284	15" PALM
2285	11" CAMPHOR
2286	14" CAMPHOR
2287	8" CAMPHOR
2288	18-30" CAMPHOR
2289	7" CAMPHOR
2290	8" CAMPHOR
2291	14" OAK
2292	9" CAMPHOR
2293	7" OAK
2294	7" OAK
2295	8" OAK
2296	10-10" OAK
2297	8" OAK
2298	10" OAK
2299	16" OAK
2300	7" OAK
2301	8" OAK
2302	10" OAK
2303	12" PALM
2304	8" CAMPHOR
2305	8" CAMPHOR
2306	9" CAMPHOR
2307	7" CAMPHOR
2308	8" CAMPHOR
2309	24" OAK
2310	7" OAK
2311	6" CAMPHOR
2312	12" CAMPHOR
2313	8" PALM
2314	14" PALM
2315	11" PALM
2316	6" PALM
2317	12" CAMPHOR
2318	13" CAMPHOR
2319	12" PALM
2320	11" PALM

TREE TABLE	
POINT NUMBER	TREE
2341	7" CAMPHOR
2342	7" OAK
2343	13" OAK
2344	6" CAMPHOR
2345	7" CAMPHOR
2346	8" OAK
2347	9" CAMPHOR
2348	10" PALM
2349	13" PALM
2350	8" PALM
2351	12" CAMPHOR
2352	13" PALM
2353	12" PALM
2354	8" OAK
2355	9" CAMPHOR
2357	6" CAMPHOR
2358	6" PALM
2359	11" PALM
2360	12" PALM
2361	24" CAMPHOR
2362	10" CAMPHOR
2363	9" CAMPHOR
2364	14" PALM
2365	6" CAMPHOR
2366	9" CAMPHOR
2367	9" PALM
2368	8" PALM
2369	10" OAK
2370	19" OAK
2371	6" OAK
2372	9" CAMPHOR
2373	6" CAMPHOR
2374	13" OAK
2375	6" OAK
2376	7" OAK
2377	7" OAK
2378	7" OAK
2379	24" OAK
2380	15" PALM
2381	8" OAK
2382	13" OAK
2383	6" OAK
2384	7" OAK
2385	7" OAK
2386	8" OAK
2387	7" OAK
2388	7" OAK
2389	22" OAK
2390	7" OAK
2391	10" OAK
2392	14" OAK
2393	6" OAK
2394	8" OAK
2395	12" OAK
2396	8" OAK
2397	11" PALM
2398	13" PALM
2399	10" CAMPHOR
2400	13" PALM
2401	10" OAK
2402	11" OAK
2403	12" OAK
2404	13" PALM
2405	13" PALM
2406	13" PALM
2407	14" PALM
2408	13" PALM
2409	13" PALM
2410	11" PALM
2411	8" OAK
2412	14" PALM
2413	6" PALM
2414	8" PALM
2415	30" OAK
2416	15" OAK
2417	16" PALM
2418	13" PALM
2419	18" PALM
2420	13" PALM
2421	25" OAK
2422	14" OAK
2423	19" PALM
2424	24" OAK
2425	21" OAK
2426	9" PALM
2427	17" OAK
2428	6" OAK
2429	8" OAK
2430	7" OAK
2431	12" PALM
2432	12" OAK
2433	13" PALM
2434	8" PALM
2435	10" PALM
2436	15" OAK
2437	9" PALM
2438	10" PALM
2439	26" OAK
2440	13" PALM
2441	13" PALM
2442	11" PALM
2443	13" PALM
2444	15" PALM
2445	12" PALM
2446	24" OAK
2447	10" PALM
2448	8" PALM
2449	26" OAK
2450	11" CAMPHOR
2451	7" OAK
2452	12" OAK
2453	14" OAK
2454	13" OAK
2455	12" OAK
2456	11" OAK
2457	9" CAMPHOR
2458	8" CAMPHOR
2459	24" OAK
2460	14" CAMPHOR
2461	9" OAK
2462	25" PALM
2463	10" PALM
2464	8" OAK
2465	6" OAK
2466	6" OAK
2467	13" CAMPHOR
2468	13" PALM
2469	12" OAK
2470	28" OAK
2471	7" OAK
2472	28" OAK
2473	23" OAK
2474	12" OAK
2475	6" OAK
2476	18" OAK
2477	28" OAK
2478	14" PALM

TREE TABLE	
POINT NUMBER	TREE
2481	42" CAMPHOR
2482	21" OAK
2483	28" OAK
2484	7" OAK
2485	11" OAK
2486	33" OAK
2487	12" OAK
2488	35" OAK
2489	10" OAK
2490	18" PALM
2491	11" OAK
2492	21" PALM
2493	9" OAK
2494	11" OAK
2495	28" OAK
2496	16" PALM
2497	9" OAK
2498	16" PALM
2499	9" OAK
2500	10" OAK
2501	14" OAK
2502	13" CAMPHOR
2503	65" CAMPHOR
2504	12" OAK
2505	13" OAK
2506	20" OAK
2507	21" OAK
2508	16" CAMPHOR
2509	13" CAMPHOR
2510	36" OAK
2511	21" OAK
2512	13" PALM
2513	16" PALM
2514	6" CAMPHOR
2515	16" CAMPHOR
2516	15" PALM
2517	14" PALM
2519	14" PALM
2520	15" PALM
2521	12" PALM
2522	7" OAK
2523	16" OAK
2524	7" OAK
2525	9" OAK
2526	14" PALM
2527	6" OAK
2528	7" OAK
2529	14" PALM
2530	12" PALM
2531	10" OAK
2532	12" OAK
2533	12" OAK
2534	15" PALM
2535	15" PALM
2536	12" PALM
2537	12" OAK
2538	16" PALM
2539	15" PALM
2540	12" PALM
2541	15" PALM
2542	12" PALM
2543	14" PALM
2544	16" PALM
2545	14" PALM
2546	12" PALM
2547	14" PALM
2548	12" PALM
2549	11" OAK
2550	15" PALM
2551	12" PALM
2552	15" PALM
2553	14" PALM
2554	13" PALM
2555	12" PALM
2556	12" PALM
2557	12" PALM
2558	7" OAK
2559	7" PALM
2560	11" OAK
2561	7" CAMPHOR
2562	9" OAK
2563	6" OAK
2564	9" OAK
2565	16" PALM
2566	12" PALM
2567	15" PALM
2568	14" PALM
2569	8" OAK
2570	15" OAK
2571	6" OAK
2572	24" OAK
2573	18" PALM
2574	16" PALM
2575	40" CAMPHOR
2576	12" OAK
2577	18" OAK
2578	14" PALM
2579	22" PALM
2580	14" PALM
2581	17" PALM
2582	16" PALM
2583	23" PALM
2584	6" CAMPHOR
2585	17" PALM
2586	17" PALM
2587	16" PALM
2588	12" PALM
2589	12" CAMPHOR
2590	14" PALM
2591	5" CAMPHOR
2592	8" OAK
2593	13" PALM
2594	17" PALM
2595	16" PALM
2596	16" PALM
2597	16" PALM
2598	12" PALM
2599	14" PALM
2600	15" PALM
2601	24" OAK
2602	8" OAK
2603	13" OAK
2604	12" OAK
2605	15" PALM
2606	45" CAMPHOR
2607	11" OAK
2608	15" PALM
2609	6" OAK
2610	10" OAK
2611	21" OAK
2612	21" OAK
2613	25" OAK
2614	27" OAK
2615	16" CAMPHOR
2616	9" OAK
2617	9" CAMPHOR
2618	7" CAMPHOR

TREE TABLE	
POINT NUMBER	TREE
2619	14" PALM
2620	9" OAK
2621	12" OAK
2622	6" OAK
2623	13" PALM
2624	14" PALM
2625	13" PALM
2626	14" PALM
2627	6" PALM
2628	9" OAK
2629	12" PALM



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
407 654-5355 *FAX 407 654-5356

ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
CLAY COUNTY, FLORIDA

FOR: BERING 1, LLC

[illegible]

JOB # 20210606
DATE: SEPTEMBER 22, 2021
SCALE: 1"=200'
CALC BY: SEJ
FIELD BY: DH/TS
DRAWN BY: SEJ
CHECKED BY: JLR

SHEET 5 OF 5

City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

LEGEND:

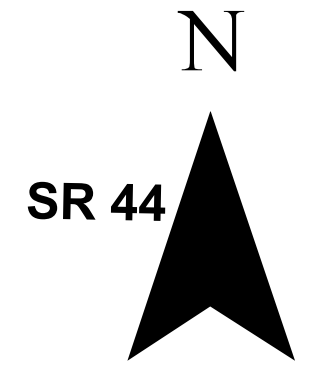
Future Land Use

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

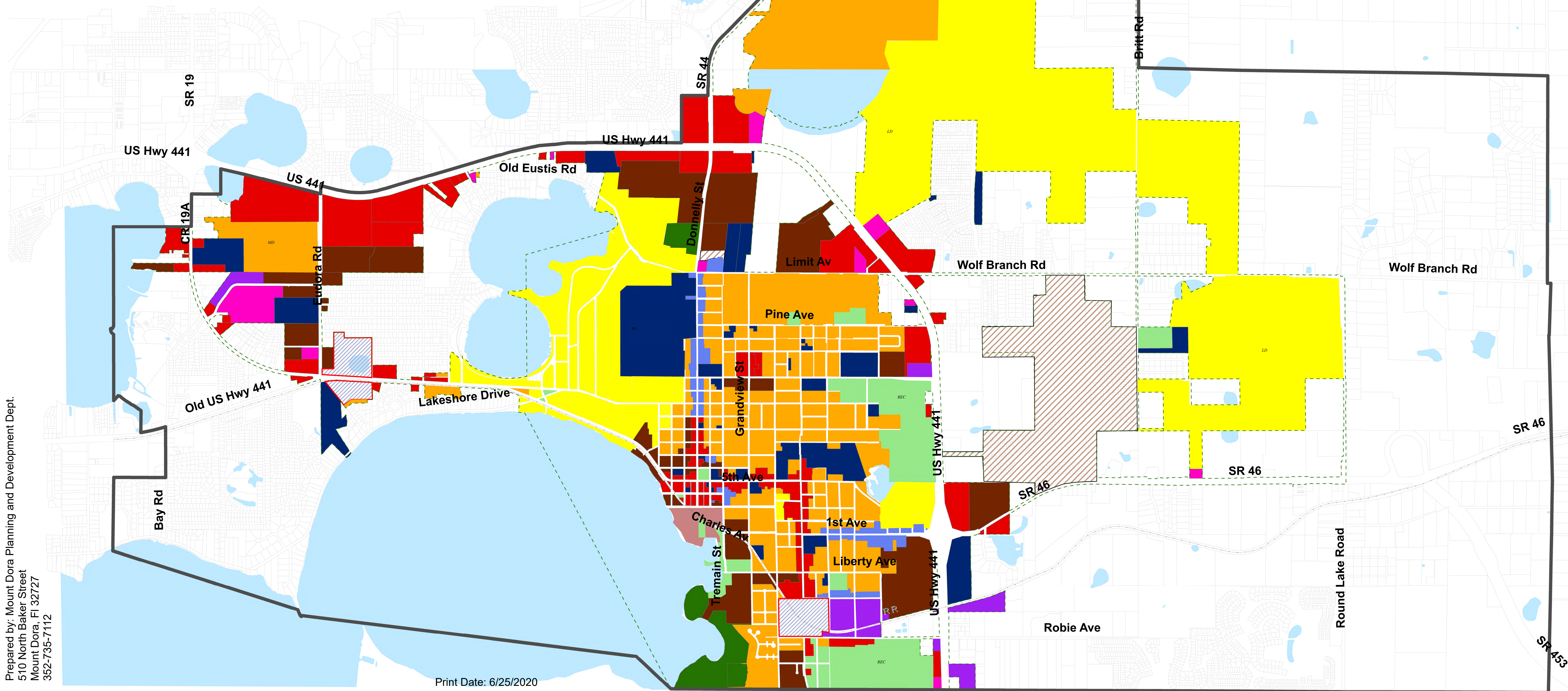
- Rail Road
- City Limits
- JPA (Urban Expansion)

FLUM Amendments:



0 1,250 2,500 Feet

Adopted by
Ordinance No. 2020-04
June 16, 2020



Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, FL 32727
352-735-7112

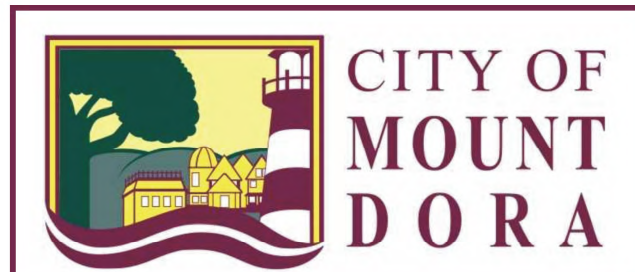
Print Date: 6/25/2020

Path: U:\Planning and Development\Master Documents\MAPS\Comp_Plan\FLUM2020(Adopted6-16-20).mxd

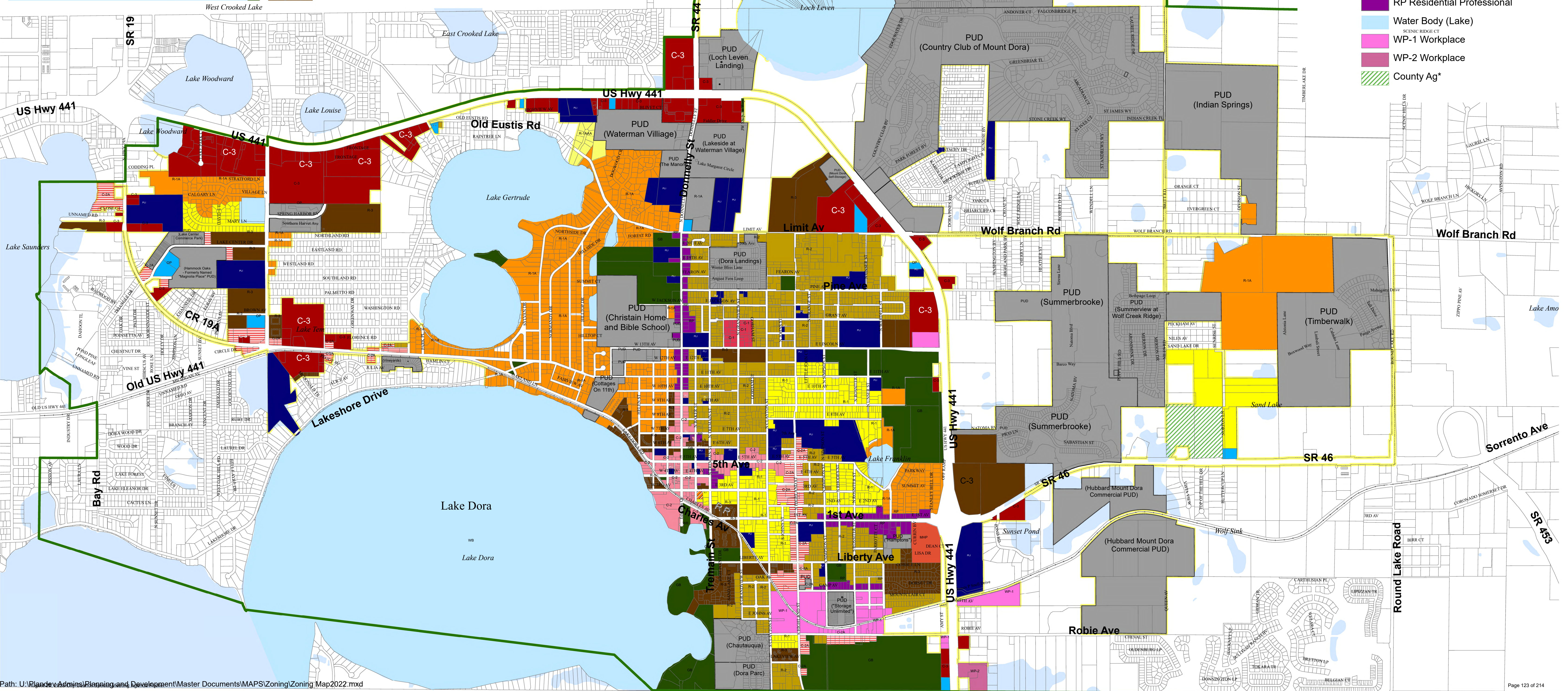
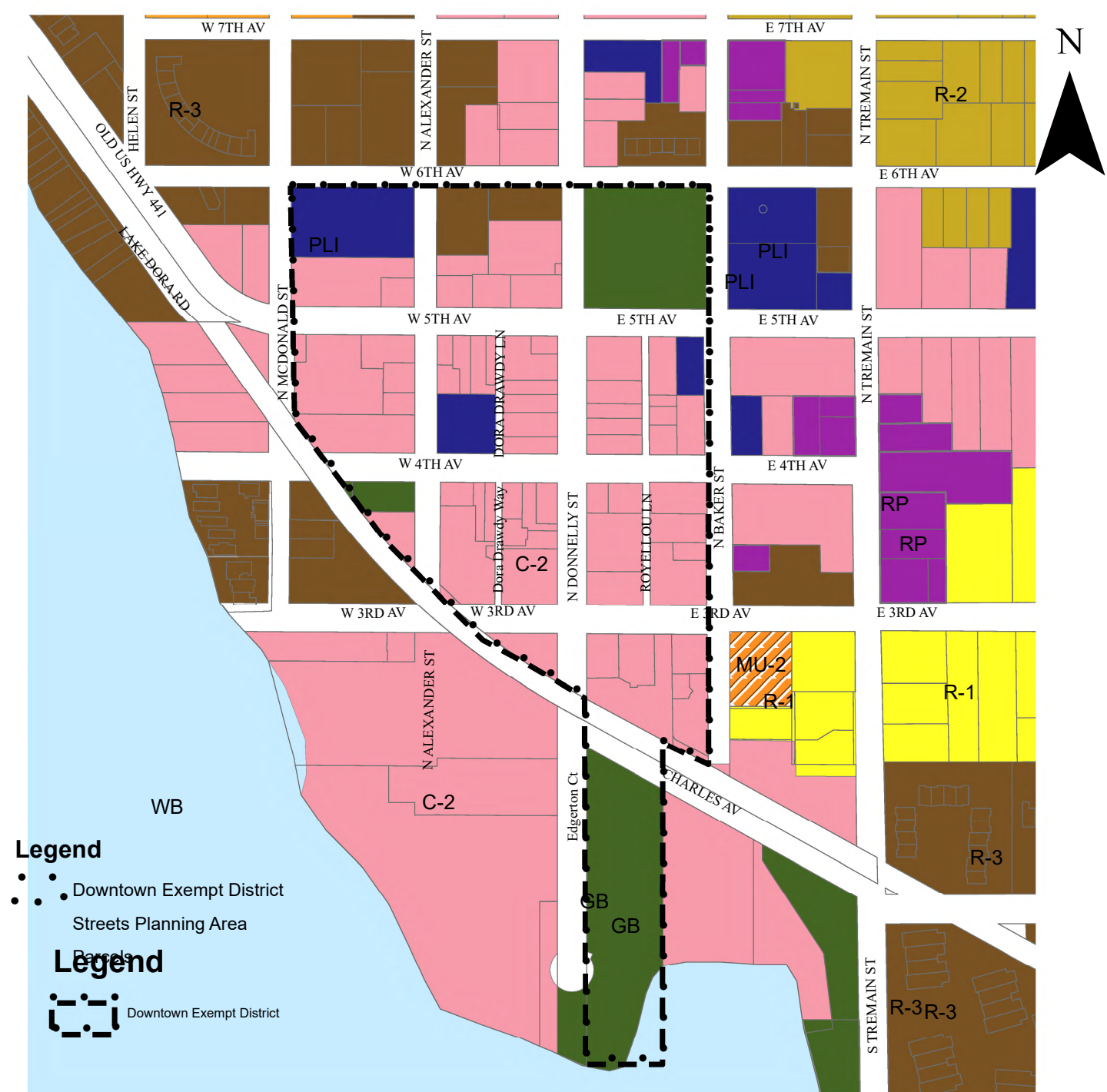
City of Mount Dora Zoning Map

2022

		Feet
0	487.5	975
		1,950



Map Print Date: 3/18/2022



Legend

SR 44

-
- | | |
|---|-----------------------------------|
|  | City Limits |
|  | JPA |
|  | C-1 Neighborhood Commercial |
|  | C-2 Downtown Commercial |
|  | MU-2 Downtown Mixed Use |
|  | C-2A Peripheral Commercial |
|  | C-3 Highway Commercial |
|  | GB Green Belt |
|  | OP Office Professional |
|  | PLI Public Lands and Institutions |
|  | PUD Planned Unit Development |
|  | R-1 Single-Family Residential |
|  | R-1A Single-Family Residential |
|  | R-1AAA Single-Family Residential |
|  | R-2 Duplex Residential |
|  | R-3 Multi-Family Residential |
|  | MHP Mobile Home Park |
|  | RP Residential Professional |
|  | Water Body (Lake) |
| | SCENIC RIDGE, CT |
|  | WP-1 Workplace |
|  | WP-2 Workplace |
|  | County Ag* |

PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	1445671
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: 📍	20-19-27-0001-000-00500
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		Trash/Recycling/Water/Info:	My Public Services Map 📍
Property Location:	US HWY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name 📍
		School Information:	School Locator & Bus Stop Map 📍 School Boundary Maps 📍
Property Description:	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 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-- ORB 1205 PG 646 651

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / GROVE - ORANGE (6602)	0	0	CITRUS	36.400	Acre	\$1,400.00	\$655,200.00
2	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	0	0	CATTLE	10.720	Acre	\$350.00	\$192,960.00
3	WETLAND (9600)	0	0		8.120	Acre	\$0.00	\$365.00
4	SUBMERGED LAND (9500)	0	0		76.480	Acre	\$0.00	\$765.00

[Click here for Zoning Info](#) [FEMA Flood Map](#)

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	UTILITY BLDG UNFINISHED (CUBU1)	112	SF	1949	\$179.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1205 / 651	12/1992	Warranty Deed	Unqualified	Vacant	\$1.00
1205 / 646	12/1992	Warranty Deed	Unqualified	Vacant	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$849,469	\$54,842	\$54,842	5.0364	\$276.21
SCHOOL BOARD STATE	\$849,469	\$56,021	\$56,021	3.2500	\$182.07
SCHOOL BOARD LOCAL	\$849,469	\$56,021	\$56,021	2.9980	\$167.95

LAKE COUNTY WATER AUTHORITY	\$849,469	\$54,842	\$54,842	0.3083	\$16.91
NORTH LAKE HOSPITAL DIST	\$849,469	\$54,842	\$54,842	0.5000	\$27.42
ST JOHNS RIVER FL WATER MGMT DIST	\$849,469	\$54,842	\$54,842	0.1974	\$10.83
LAKE COUNTY MSTU STORMWATER	\$849,469	\$54,842	\$54,842	0.4957	\$27.19
LAKE COUNTY MSTU AMBULANCE	\$849,469	\$54,842	\$54,842	0.4629	\$25.39
LAKE COUNTY VOTED DEBT SERVICE	\$849,469	\$54,842	\$54,842	0.0918	\$5.03
LAKE COUNTY MSTU FIRE	\$849,469	\$54,842	\$54,842	0.5138	\$28.18
				Total: 13.8543	Total: \$767.18

Exemptions Information

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

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

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

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Property data updated nightly.

Site Notice

PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	3884341
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	20-19-27-0003-000-05900
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	US HWY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	NE 1/4 OF SW 1/4 & W 1/2 OF NW 1/4 OF SE 1/4 LYING NE'LY OF US HWY 441 ORB 1205 PGS 646 651		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / GROVE - ORANGE (6600)	0	0	CITRUS	12.170	Acre	\$1,000.00	\$164,295.00
2	BILLBOARD SITE (1020)	0	0		1.000	Lot	\$0.00	\$20,000.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$184,295	\$32,170	\$32,170	5.0364	\$162.02
SCHOOL BOARD STATE	\$184,295	\$32,170	\$32,170	3.2500	\$104.55
SCHOOL BOARD LOCAL	\$184,295	\$32,170	\$32,170	2.9980	\$96.45
LAKE COUNTY WATER AUTHORITY	\$184,295	\$32,170	\$32,170	0.3083	\$9.92
NORTH LAKE HOSPITAL DIST	\$184,295	\$32,170	\$32,170	0.5000	\$16.09
ST JOHNS RIVER FL WATER MGMT DIST	\$184,295	\$32,170	\$32,170	0.1974	\$6.35

LAKE COUNTY MSTU STORMWATER	\$184,295	\$32,170	\$32,170	0.4957	\$15.95
LAKE COUNTY MSTU AMBULANCE	\$184,295	\$32,170	\$32,170	0.4629	\$14.89
LAKE COUNTY VOTED DEBT SERVICE	\$184,295	\$32,170	\$32,170	0.0918	\$2.95
LAKE COUNTY MSTU FIRE	\$184,295	\$32,170	\$32,170	0.5138	\$16.53
				Total: 13.8543	Total: \$445.70

Exemptions Information

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

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

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

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Property data updated nightly.

Site Notice

2023 FLORIDA LIMITED PARTNERSHIP ANNUAL REPORT

DOCUMENT# A92000000286

Entity Name: SIMPSON FAMILY PARTNERSHIP, LTD.

Current Principal Place of Business:

445 LIMIT AVENUE
MT DORA, FL 32757

Current Mailing Address:

445 LIMIT AVENUE
MT DORA, FL 32757 US

FEI Number: 59-3157941

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SIMPSON, III, H. JAMES
3340 CR 44B
MT. DORA, FL 32757 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

General Partner Detail :

Document #		Document #	
Name	SIMPSON, MICHAEL L	Name	SIMPSON, III, H. JAMES
Address	2720 LITTLE LAUREL LANE	Address	3340 CR 44B
City-State-Zip:	MOUNT DORA FL 32757	City-State-Zip:	MT DORA FL 32757

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: H. JAMES SIMPSON, III

GP

04/07/2023

Electronic Signature of Signing General Partner Detail

Date

76
This Instrument Prepared By:
STANLEY A. GRAVENMIER, ESQ.
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

REC-2100 RECEIVED FOR
TF 399 EXCISE TAXES
DOC 70 JAMES C. WATKINS
INT 6 CLERK LAKE CO FL
BY 33K D.C.

93 1703

TAX PARCEL IDENTIFICATION NOS.:

BOOK 1205 PAGE 0646

20-19-27-0002-000-007	20-19-27-0002-000-010
20-19-27-0002-000-006	20-19-27-0004-000-016
20-19-27-0001-000-005	19-19-27-0600-00J-000
20-19-27-0001-000-004	19-19-27-0600-00I-000
20-19-27-0001-000-003	29-19-27-0002-000-084
20-19-27-0003-000-014	29-19-27-0002-000-078
20-19-27-0004-000-015	29-17-27-0002-000-080

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 30th day of December, 1992, by HOWARD JAMES SIMPSON, SR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter referred to as the "Grantor"), to ROBERT L. SIMPSON, whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest, and to HOWARD J. SIMPSON, JR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest (hereinafter collectively referred to as the "Grantees").

(wherever used herein the terms "Grantor" and "Grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto each of the Grantees, an undivided .45% interest in and to that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with an equal undivided percentage interest in and to all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantees that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the above described undivided percentage interests in and to the Property, and hereby warrants the title to such undivided percentage interests in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others. This conveyance is subject to taxes accruing subsequent to December 31, 1992, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

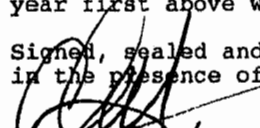
Grantor certifies that on the date of execution, delivery and recordation of this instrument, neither Grantor nor any member of Grantor's family resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

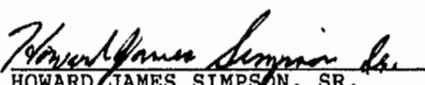
The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantor, and has relied upon the representations of the Grantor that he is the holder of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of the Grantor to hold such title in the manner represented.

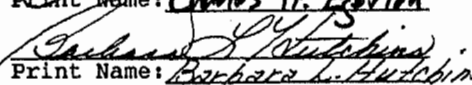
IN WITNESS WHEREOF, the person named herein as "Grantor" has executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BOOK 1205 PAGE 0647


Print Name: Charles H. Egerton

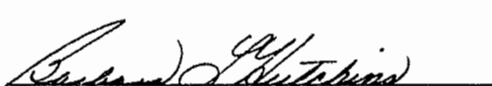

HOWARD JAMES SIMPSON, SR.


Print Name: Barbara L. Hutchins

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD JAMES SIMPSON, SR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.


Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

F:\RE\SAG\SIMPSON.10A

EXHIBIT A

BOOK 1205 PAGE 0648

PARCEL #1

Parcel #1 is that portion of Section 20, Township 19 South, Range 27 East described as follows:

From the intersection of the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of Section 20, Township 19 South, Range 27 East, and the Northerly right of way line of Highway 441, run Easterly along the Northerly right of way of said Highway 87 feet to the Point of Beginning (P.O.B.); thence run North 6°29' East 568.5 feet; thence run North 12°19' East 860 feet; thence run West parallel with the North line of Section 20 to a point on the West line of the East ½ of the Northwest ¼ of the Northwest ¼ of Section 20; thence run North along said West line 495 feet, more or less, to the North line of Section 20; thence run Easterly along the North line of Section 20 to a point on the East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20; thence run Southerly along said East line of the West ½ of the Northwest ¼ of the Northeast ¼ 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 recorded in Lake County in Plat Book 32, pages 42 to 44; thence South 42° 36'45" East along the Westerly extension of and the Southerly line of said Lot 93, 336.37 feet; thence South 3°21' West 1319.06 feet to the South line of the Northeast ¼ of Section 20, thence run Westerly along said South line 202 feet, more or less, to the Southwest corner of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 20, thence run Southerly along the West line of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 20 to the Northeasterly right of way line of Highway 441; thence run Northwesterly along said Northeasterly right of way to the P.O.B.

PARCEL #2

Begin at the intersection of the West line of the Northwest ¼ of Section 20, Township 19 South, Range 27 East and the Southerly right of way line of Highway 441, thence run Southerly along said West line of the Northwest ¼ of Section 20 to the Southwest corner of the Northwest ¼ of Section 20, thence run Easterly along the South line of the Northwest ¼ of Section 20 to the Southeast corner of the West ½ of the Northwest ¼ of Section 20; thence run Southerly along the West line of the Northeast ¼ of the Southwest ¼ to the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 20; thence run Easterly along the South line of the Northeast ¼ of the Southwest ¼ of Section 20 to a point on said South line that is 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run Southerly parallel with said East line of the Southwest ¼ of Section 20 to a point that is 850 feet North of the South line of Section 20 and 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run North 89°54' East a distance of 268.59 feet; thence run North 49°37' East 658.44 feet, more or less, to the Southwesterly right of way line of Highway 441; thence run Northwesterly and Westerly along said Southerly right of way to the Point of Beginning (P.O.B.).

Subject to cross easement for ingress and egress, utilities and drainage purposes recorded in ORB 1183 page 1550, Public Records of Lake County, Florida, described as follows:

"Commence at the Southeast corner of the Northeast ¼ of Section 19, Township 19 South, Range 27 East, run North 02°55'30" West along the East line of the Northeast ¼ of Section 19 a distance of 492.89 feet to the P.O.B.; thence run North 02°55'30" West along said East line 75 feet to a point on the Southerly right of way of Highway 441; thence run North 87°22'00" East along said Southerly right of way a distance of 389.87 feet; thence departing said Southerly right of way for Highway 441, run South 02°38'00" East 75 feet; thence run South 87°22'00" West 389.49 feet to the P.O.B."

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

PARCEL #3

"Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East, thence run South $89^{\circ}55'15''$ West along the South line of said Southwest $\frac{1}{4}$ of Section 20 a distance of 178.61 feet; thence run North $01^{\circ}56'15''$ East along the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 850 feet; thence run North $89^{\circ}54'$ East a distance of 268.59 feet; thence run North $49^{\circ}37'$ East 658.44 feet to the Southerly right of way of Highway 441; thence run South $40^{\circ}23'$ East a distance of 150 feet to the Point of Beginning (P.O.B.). From the P.O.B., run South $49^{\circ}37'$ West a distance of 300 feet; thence run South $40^{\circ}23'$ East a distance of 821.24 feet; thence run South $0^{\circ}6'$ East 340.36 feet to the South line of the Southeast $\frac{1}{4}$ of Section 20, a point herein being designated as Point "A". Return to the P.O.B., thence run Southerly along the Southwesterly right of way line of Highway 441 to the South line of the Southeast $\frac{1}{4}$ of Section 20; thence run Westerly along the South line of the Southeast $\frac{1}{4}$ of Section 20 to Point "A". Less portion in right of way for Limit Street.

PARCEL #4

Known as Tract J of Sunset Heights Subdivision, Mount Dora, Florida recorded in Plat Book 3, page 34 in the Public Records of Lake County, Florida and further described as follows:

"From the East $\frac{1}{4}$ corner of Section 19, Township 19 South, Range 27 East, thence run South $06^{\circ}08'45''$ West along the East line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, a distance of 642.33 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 19 to the Point of Beginning (P.O.B.) of this description; thence run North $89^{\circ}52'46''$ West 640.86 feet to a point on the Easterly right of way line of Donnelly Street; thence run Southerly along said Easterly right of way to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Easterly along said North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Northerly along the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the P.O.B.; subject to all legal highways or platted rights of way not previously vacated."

PARCEL #5

"Being a parcel of land lying in the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, Lake County, Florida and being further bounded and described as follows:

"Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 19; thence run North $89^{\circ}51'15''$ West along the North line of said Southeast $\frac{1}{4}$, a distance of 688.31 feet to a concrete monument lying on the Westerly right of way line of Donnelly Street; thence South $11^{\circ}40'13''$ West along said Westerly right of way line, a distance of 453.03 feet to a Point of Curvature, said curve being concave to the East, having a radius of 1960.08 feet, a central angle of $5^{\circ}47'00''$, a chord of 197.76 and a chord bearing of South $8^{\circ}46'43''$ West; thence along said curve an arc distance of 197.85 feet to the Point of Beginning (P.O.B.); thence continuing along said curve, said curve having a central angle of $00^{\circ}21'00''$, a chord of 11.97 feet, a chord bearing of South $05^{\circ}41'16''$ West, thence along said curve an arc distance of 11.97 feet to the Point of Tangency; thence continuing along said right of way line South $05^{\circ}30'46''$ West a distance of 630.08 feet; thence North $89^{\circ}59'50''$ West along the Southerly boundary line of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of said Section 19 a distance of 620.09 feet. Thence run North $04^{\circ}21'56''$ East a distance of 642.22 feet to a Point on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run South $89^{\circ}53'01''$ East 632.92 feet to the P.O.B."

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typing or printing unsatisfactory in
this document when microfilmed.

PARCEL #6

Commence at the Northwest corner of Section 29, Township 19 South, Range 27 East, run Southerly along the West line of Section 29 a distance of 330 feet to the Point of Beginning (P.O.B.); thence continue Southerly along the West section line of Section 29 a distance of 965 feet, more or less, to the Northerly right of way line of Pine Avenue; thence run Easterly along the Northerly right of way line a distance of 635 feet, more or less, to the Westerly right of way of Grandview Street; thence run Northerly along the said Westerly right of way 965 feet, more or less, to a point that is 330 feet South of the North line of Section 29; thence run Easterly parallel with the North line of Section 29, 635 feet, more or less, to the P.O.B.

PARCEL #7

A parcel being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East described as follows:

Begin at the intersection of the Northerly right of way of Pine Street and the Easterly right of way of Grandview Street, a Point being 25 feet North of and 25 feet East of the Southwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East; thence run Westerly along the Northerly right of way of Pine Street 635 feet, more or less, to a point on the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and 25 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29; thence run North along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, a distance of 1085 feet, more or less, to a point that is 210 feet South of the North line of Section 29; thence run Westerly parallel with said North line of Section 29 a distance of 210 feet; thence run Northerly parallel with the Easterly right of way of Grandview Street a distance of 185 feet, more or less, to the Southerly right of way of Limit Street; thence Westerly along said Southerly right of way a distance of 168.94 feet; thence run Southerly parallel to the Easterly right of way line of Grandview Street a distance of 195 feet; thence run Westerly parallel with the North line of Section 29, a distance of 135 feet, more or less, to a point being 121.06 feet East of the Westerly right of way of Grandview Street; thence run Southerly parallel to said Westerly right of way a distance of 12 feet; thence run Easterly parallel with the North Section line 153.94 feet; thence run Southerly parallel with the right of way for Grandview Street a distance of 294 feet; thence run Westerly parallel to the North line of Section, a distance of 275 feet, more or less, to the Easterly right of way of Grandview Street; thence Southerly along said Easterly right of way a distance of 769 feet, more or less, to the P.O.B.

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

20
This Instrument Prepared By:
STANLEY A. GRAVENMIER, ESQ.
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

93 1704

TAX PARCEL IDENTIFICATION NO.

2
REC-2500 RECEIVED FOR
TF 330 EXCISE TAXES
DOC-200 JAMES C. WATKINS
INT-6 CLERK, LAKE CO FL
BY [Signature] D.C.

20-19-27-0002-000-007	20-19-27-0002-000-010
20-19-27-0002-000-006	20-19-27-0004-000-016
20-19-27-0001-000-005	19-19-27-0600-00J-000
20-19-27-0001-000-004	19-19-27-0600-00I-000
20-19-27-0001-000-003	29-19-27-0002-000-084
20-19-27-0003-000-014	29-19-27-0002-000-078
20-19-27-0004-000-015	29-17-27-0002-000-080

SPECIAL WARRANTY DEED

BOOK 1205 PAGE 0651

THIS SPECIAL WARRANTY DEED is made the 30th day of December, 1992, by HOWARD JAMES SIMPSON, SR., ROBERT L. SIMPSON, and HOWARD J. SIMPSON, JR. whose collective post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter collectively referred to as the "Grantors"), to SIMPSON FAMILY PARTNERSHIP LTD., a Florida limited partnership, whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter referred to as the "Grantee").

(wherever used herein the terms "Grantors" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations)

WITNESSETH:

That Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all of Grantors' right, title and interest in and to that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantors hereby covenant with Grantee that Grantors are lawfully seized of the Property in fee simple; that the Grantors have good right and lawful authority to sell and convey the Property, and hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantors, but against no others. This conveyance is subject to taxes accruing subsequent to December 31, 1992, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Grantors certify that on the date of execution, delivery and recordation of this instrument, neither Grantors nor any member of Grantors' families resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantors.

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The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantors, and has relied upon the representations of the Grantors that they are the holders of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of the Grantors to hold such title in the manner represented.

IN WITNESS WHEREOF, the persons named herein as "Grantors" have executed and delivered this instrument and have intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

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Print Name: Charles H. Egeyten

Howard James Simpson Sr.
HOWARD JAMES SIMPSON, SR.

Print Name: Barbara L. Hutchins

Print Name: Charles H. Egeyten

Robert L. Simpson
ROBERT L. SIMPSON

Print Name: Barbara L. Hutchins

Print Name: Charles H. Egeyten

Howard J. Simpson, Jr.
HOWARD J. SIMPSON, JR.

Print Name: Barbara L. Hutchins

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD JAMES SIMPSON, SR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by ROBERT L. SIMPSON, who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

BOOK 1205 PAGE 0653

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD J. SIMPSON, JR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

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EXHIBIT A

BOOK 1205 PAGE 0654

PARCEL #1

Parcel #1 is that portion of Section 20, Township 19 South, Range 27 East described as follows:
From the intersection of the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of Section 20, Township 19 South, Range 27 East, and the Northerly right of way line of Highway 441, run Easterly along the Northerly right of way of said Highway 87 feet to the Point of Beginning (P.O.B.); thence run North 6°29' East 568.5 feet; thence run North 12°19' East 860 feet; thence run West parallel with the North line of Section 20 to a point on the West line of the East ½ of the Northwest ¼ of the Northwest ¼ of Section 20; thence run North along said West line 495 feet, more or less, to the North line of Section 20; thence run Easterly along the North line of Section 20 to a point on the East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20; thence run Southerly along said East line of the West ½ of the Northwest ¼ of the Northeast ¼ 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 recorded in Lake County in Plat Book 32, pages 42 to 44; thence South 42° 36'45" East along the Westerly extension of and the Southerly line of said Lot 93, 336.37 feet; thence South 3°21' West 1319.06 feet to the South line of the Northeast ¼ of Section 20, thence run Westerly along said South line 202 feet, more or less, to the Southwest corner of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 20, thence run Southerly along the West line of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 20 to the Northeasterly right of way line of Highway 441; thence run Northwesterly along said Northeasterly right of way to the P.O.B.

PARCEL #2

"Begin at the intersection of the West line of the Northwest ¼ of Section 20, Township 19 South, Range 27 East and the Southerly right of way line of Highway 441, thence run Southerly along said West line of the Northwest ¼ of Section 20 to the Southwest corner of the Northwest ¼ of Section 20, thence run Easterly along the South line of the Northwest ¼ of Section 20 to the Southeast corner of the West ½ of the Northwest ¼ of Section 20; thence run Southerly along the West line of the Northeast ¼ of the Southwest ¼ to the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 20; thence run Easterly along the South line of the Northeast ¼ of the Southwest ¼ of Section 20 to a point on said South line that is 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run Southerly parallel with said East line of the Southwest ¼ of Section 20 to a point that is 850 feet North of the South line of Section 20 and 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run North 89°54' East a distance of 268.59 feet; thence run North 49°37' East 658.44 feet, more or less, to the Southwesterly right of way line of Highway 441; thence run Northwesterly and Westerly along said Southerly right of way to the Point of Beginning (P.O.B.).

Subject to cross easement for ingress and egress, utilities and drainage purposes recorded in ORB 1183 page 1550, Public Records of Lake County, Florida, described as follows:

"Commence at the Southeast corner of the Northeast ¼ of Section 19, Township 19 South, Range 27 East, run North 02°55'30" West along the East line of the Northeast ¼ of Section 19 a distance of 492.89 feet to the P.O.B.; thence run North 02°55'30" West along said East line 75 feet to a point on the Southerly right of way of Highway 441; thence run North 87°22'00" East along said Southerly right of way a distance of 389.87 feet; thence departing said Southerly right of way for Highway 441, run South 02°38'00" East 75 feet; thence run South 87°22'00" West 389.49 feet to the P.O.B."

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

PARCEL #3

"Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East, thence run South $89^{\circ}55'15"$ West along the South line of said Southwest $\frac{1}{4}$ of Section 20 a distance of 178.61 feet; thence run North $01^{\circ}56'15"$ East along the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 850 feet; thence run North $89^{\circ}54'$ East a distance of 268.59 feet; thence run North $49^{\circ}37'$ East 658.44 feet to the Southerly right of way of Highway 441; thence run South $40^{\circ}23'$ East a distance of 150 feet to the Point of Beginning (P.O.B.). From the P.O.B., run South $49^{\circ}37'$ West a distance of 300 feet; thence run South $40^{\circ}23'$ East a distance of 821.24 feet; thence run South $0^{\circ}6'$ East 340.36 feet to the South line of the Southeast $\frac{1}{4}$ of Section 20, a point herein being designated as Point "A". Return to the P.O.B., thence run Southerly along the Southwesterly right of way line of Highway 441 to the South line of the Southeast $\frac{1}{4}$ of Section 20; thence run Westerly along the South line of the Southeast $\frac{1}{4}$ of Section 20 to Point "A". Less portion in right of way for Limit Street.

PARCEL #4

Known as Tract J of Sunset Heights Subdivision, Mount Dora, Florida recorded in Plat Book 3, page 34 in the Public Records of Lake County, Florida and further described as follows:

"From the East $\frac{1}{4}$ corner of Section 19, Township 19 South, Range 27 East, thence run South $06^{\circ}08'45"$ West along the East line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, a distance of 642.33 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 19 to the Point of Beginning (P.O.B.) of this description; thence run North $89^{\circ}52'46"$ West 640.86 feet to a point on the Easterly right of way line of Donnelly Street; thence run Southerly along said Easterly right of way to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Easterly along said North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Northerly along the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the P.O.B.; subject to all legal highways or platted rights of way not previously vacated."

PARCEL #5

"Being a parcel of land lying in the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, Lake County, Florida and being further bounded and described as follows:

"Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 19; thence run North $89^{\circ}51'15"$ West along the North line of said Southeast $\frac{1}{4}$, a distance of 688.31 feet to a concrete monument lying on the Westerly right of way line of Donnelly Street; thence South $11^{\circ}40'13"$ West along said Westerly right of way line, a distance of 453.03 feet to a Point of Curvature, said curve being concave to the East, having a radius of 1960.08 feet, a central angle of $5^{\circ}47'00"$, a chord of 197.76 and a chord bearing of South $8^{\circ}46'43"$ West; thence along said curve an arc distance of 197.85 feet to the Point of Beginning (P.O.B.); thence continuing along said curve, said curve having a central angle of $00^{\circ}21'00"$, a chord of 11.97 feet, a chord bearing of South $05^{\circ}41'16"$ West, thence along said curve an arc distance of 11.97 feet to the Point of Tangency; thence continuing along said right of way line South $05^{\circ}30'46"$ West a distance of 630.08 feet; thence North $89^{\circ}59'50"$ West along the Southerly boundary line of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of said Section 19 a distance of 620.09 feet. Thence run North $04^{\circ}21'56"$ East a distance of 642.22 feet to a Point on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run South $89^{\circ}53'01"$ East 632.92 feet to the P.O.B."

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this document when microfilmed.

PARCEL #6

Commence at the Northwest corner of Section 29, Township 19 South, Range 27 East, run Southerly along the West line of Section 29 a distance of 330 feet to the Point of Beginning (P.O.B.); thence continue Southerly along the West section line of Section 29 a distance of 965 feet, more or less, to the Northerly right of way line of Pine Avenue; thence run Easterly along the Northerly right of way line a distance of 635 feet, more or less, to the Westerly right of way of Grandview Street; thence run Northerly along the said Westerly right of way 965 feet, more or less, to a point that is 330 feet South of the North line of Section 29; thence run Easterly parallel with the North line of Section 29, 635 feet, more or less, to the P.O.B.

PARCEL #7

A parcel being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East described as follows:

Begin at the intersection of the Northerly right of way of Pine Street and the Easterly right of way of Grandview Street, a point being 25 feet North of and 25 feet East of the Southwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East; thence run Westerly along the Northerly right of way of Pine Street 635 feet, more or less, to a point on the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and 25 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29; thence run North along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, a distance of 1085 feet, more or less, to a point that is 210 feet South of the North line of Section 29; thence run Westerly parallel with said North line of Section 29 a distance of 210 feet; thence run Northerly parallel with the Easterly right of way of Grandview Street a distance of 185 feet, more or less, to the Southerly right of way of Limit Street; thence Westerly along said Southerly right of way a distance of 168.94 feet; thence run Southerly parallel to the Easterly right of way line of Grandview Street a distance of 195 feet; thence run Westerly parallel with the North line of Section 29, a distance of 135 feet, more or less, to a point being 121.06 feet East of the Westerly right of way of Grandview Street; thence run Southerly parallel to said Westerly right of way a distance of 12 feet; thence run Easterly parallel with the North Section line 153.94 feet; thence run Southerly parallel with the right of way for Grandview Street a distance of 294 feet; thence run Westerly parallel to the North line of Section, a distance of 275 feet, more or less, to the Easterly right of way of Grandview Street; thence Southerly along said Easterly right of way a distance of 769 feet, more or less, to the P.O.B.

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ORDINANCE NO: 2023-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF US HIGHWAY 441 AND EAST OF SR 44; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brochman, LLC and Simpson Family Partnership, Ltd., (Property Owners) have certain rights to or are the fee simple owners of that property generally located on the north south side of US Highway 441 and east of SR 44 in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owners have filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora; and

WHEREAS, the City has determined that the Property is located wholly within an unincorporated area of Lake County, Florida, that the Property is reasonably compact and contiguous to an incorporated area of the City of Mount Dora, Florida, that annexation of the Property will not result in the creation of an enclave, that annexation of the Property otherwise fully complies with the requirements of Florida Statutes, Section 171.044, and annexation of the Property is in the best interest of the City of Mount Dora; and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the City furnished the Lake County Board of County Commissioners with a copy of the notice of annexation by certified mail at least ten (10) days prior to the publication of the same; and

WHEREAS, the City has determined that all procedural and notice requirements mandated by Florida Statutes, Section 171.044, the City of Mount Dora Charter, the City of Mount Dora Code of Ordinances and all other applicable or controlling laws, related to the voluntary annexation of property, have been followed and satisfied.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. VOLUNTARY ANNEXATION. The Property located on the north side of US Highway 441 and east of SR 44, in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

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.

ALL THE ABOVE CONTAINING 143.86 ACRES, MORE OR LESS.

SECTION 3. EFFECT OF ANNEXATION. On the Effective Date of this Ordinance, the property owner of the Property shall be entitled to all the rights, privileges and immunities as are from time to time granted to property owners in the City of Mount Dora, Florida, and shall be subject to the responsibilities of property ownership as may from time to time be authorized and/or adopted by the governing authority of the City of Mount Dora, Florida.

SECTION 4. AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES. City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, City Council District Four (4) is hereby amended to include the Property, more particularly described as follows:

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.

SECTION 5. **FILING REQUIREMENTS.** In accordance with Florida Statutes, Section 171.044(3), within seven (7) days of the enactment of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Lake County Clerk of the Circuit Court, with the County Manager of Lake County, Florida and with the Florida Department of State.

SECTION 6. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 7. **SAVINGS CLAUSE.** All prior actions of the City of Mount Dora pertaining to the annexation of the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. **LIMITED CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

SECTION 9. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. **SEVERABILITY.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 11. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this __ day of __ 2023.

[Signatures on following page]

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Sherry G. Sutphen
City Attorney

EXHIBIT “A”
Property Depiction

N

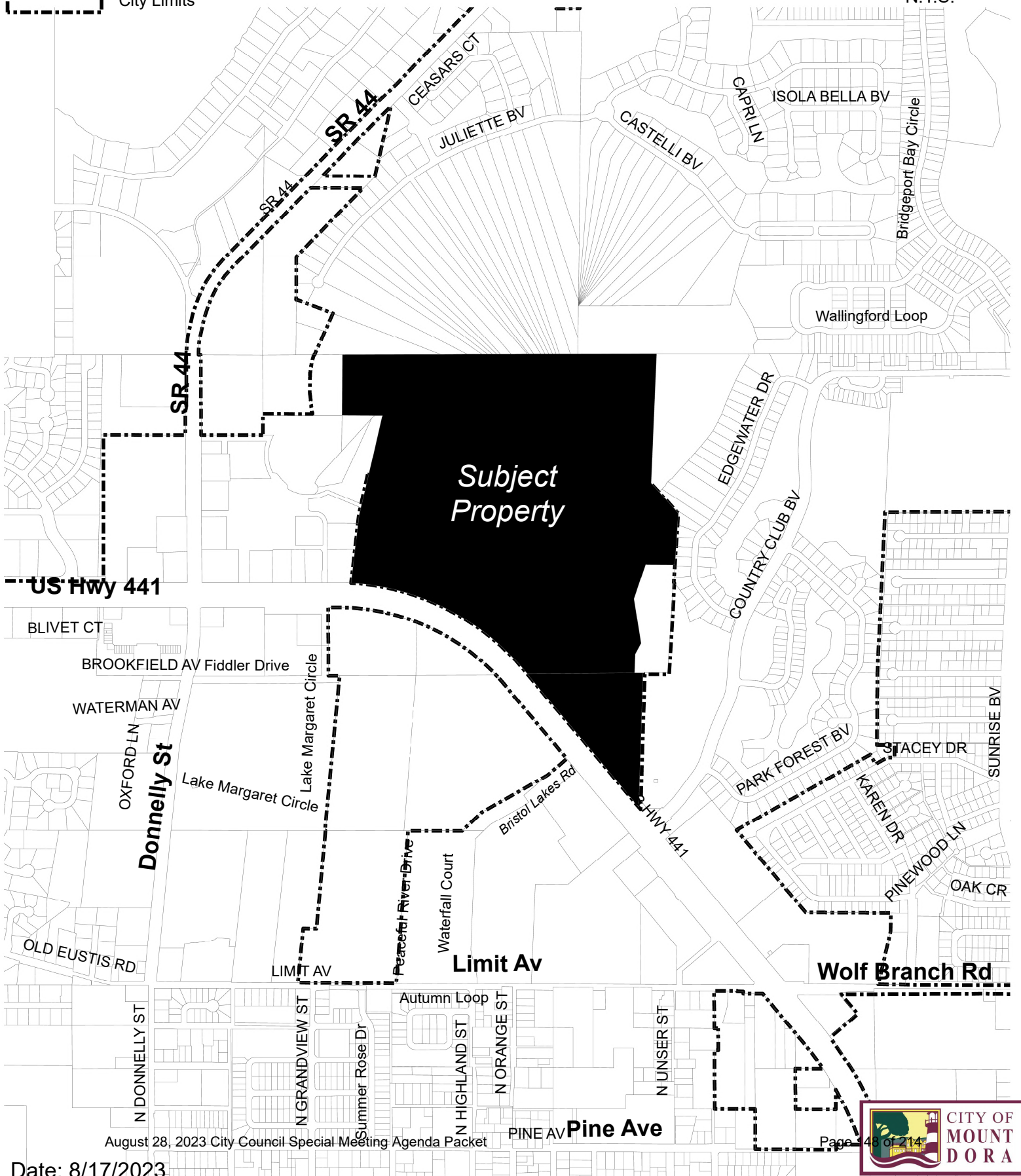


N.T.S.

Legend

-  Subject Property
-  City Limits

VICINITY MAP
Mount Dora Groves North
143.86 +/- Acres





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

DATE: August 28, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request approval of First Reading of **Ordinance No. 2023-17**, Mount Dora Groves South Annexation for Simpson Family Partnership LTD and Mount Dora Groves Co. Inc., (80.70 Acres)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2023-17 and hold for the second reading and adoption.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Public Hearing

Discussion

Council Action

Discussion:

Further annexation descriptions and details are contained in Attachment #1 (Annexation Summary Report MD Groves South). The applicant has petitioned the City for annexation for a collection of parcels located on the south sides of US Highway 441. The site directly borders the City limits on the south, east, and west. The annexation will complete the existing jurisdiction enclave. The site is located in the City's Joint Planning Area (JPA) and eligible for annexation.

Budget Impact:

The City's ad valorem tax base will expand as the City Limits of the City are annexed in a logical pattern.

These lands were previously discussed as a possible inclusion into the Northeast Community Redevelopment Agency (NE-CRA) boundary.

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.

Recommendation:

City Council to approve First Reading of Ordinance No. 2023-17 and hold hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Annexation Summary Report (MD Groves South)
2. Ordinance 2023-17 Annex (MD Groves South).SGS
3. Exhibit A Property Description (Vicinity Map MD Groves South)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 8/24/2023

Approved - 8/24/2023

Final Approval - 8/24/2023



CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

ANNEXATION SUMMARY REPORT SIMPSON FAMILY PARTNERSHIP LTD AND MOUNT DORA GROVES CO. INC. PROJECT NAME: MOUNT DORA GROVES SOUTH

Report Date:

August 28, 2023

Reference/Support:

Section 1.3, LDC

Chapter 171, Florida Statutes

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner: Simpson Family Partnership LTD and Mount Dora Groves Co. Inc.
Applicant: Lowndes, Drosdick, Doster, Kantor & Reed
Tara L. Tedrow, Esq., Land Use Attorney
Existing Use: Vacant Land and Orange Grove Operation
Proposed Use: Mixed Use: Commercial, Single Family and Multiple-Family Residential
Future Land Use: County Planned Unit Development
Current Zoning: County PUD
JPA: Yes
City Council District: 5
Site Area: 80.70 acres

Surrounding Property Table:

PARCELS SOUTH SIDE OF US HIGHWAY 441

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County*	RM	PUD	Orange Groves
South	City	Res. Med	PUD/R-2	SFR/Vacant Land
East	City	Res. High	R-3	Apartments/Vacant Land
West	City	Comm./RH/ PLI	C-3/PUD/ PLI	Retail (Sandy Ridge Plaza)/ Lakeside at Water Village/ Vacant Land

* Proposed annexation

Analysis:

The applicant has petitioned the City for annexation for a collection of parcels located on the south of US Highway 441. This action is for annexation only. The site directly borders the City limits on the south, east, and west. The annexation will complete the existing jurisdiction enclave. The site is located in the City's Joint Planning Area (JPA) and eligible for annexation. In concert with the annexation the City and owners are in process of preparing a Pre-Annexation Agreement to address various acceptance of County PUD zoning, development processes, utilities, etc.

N

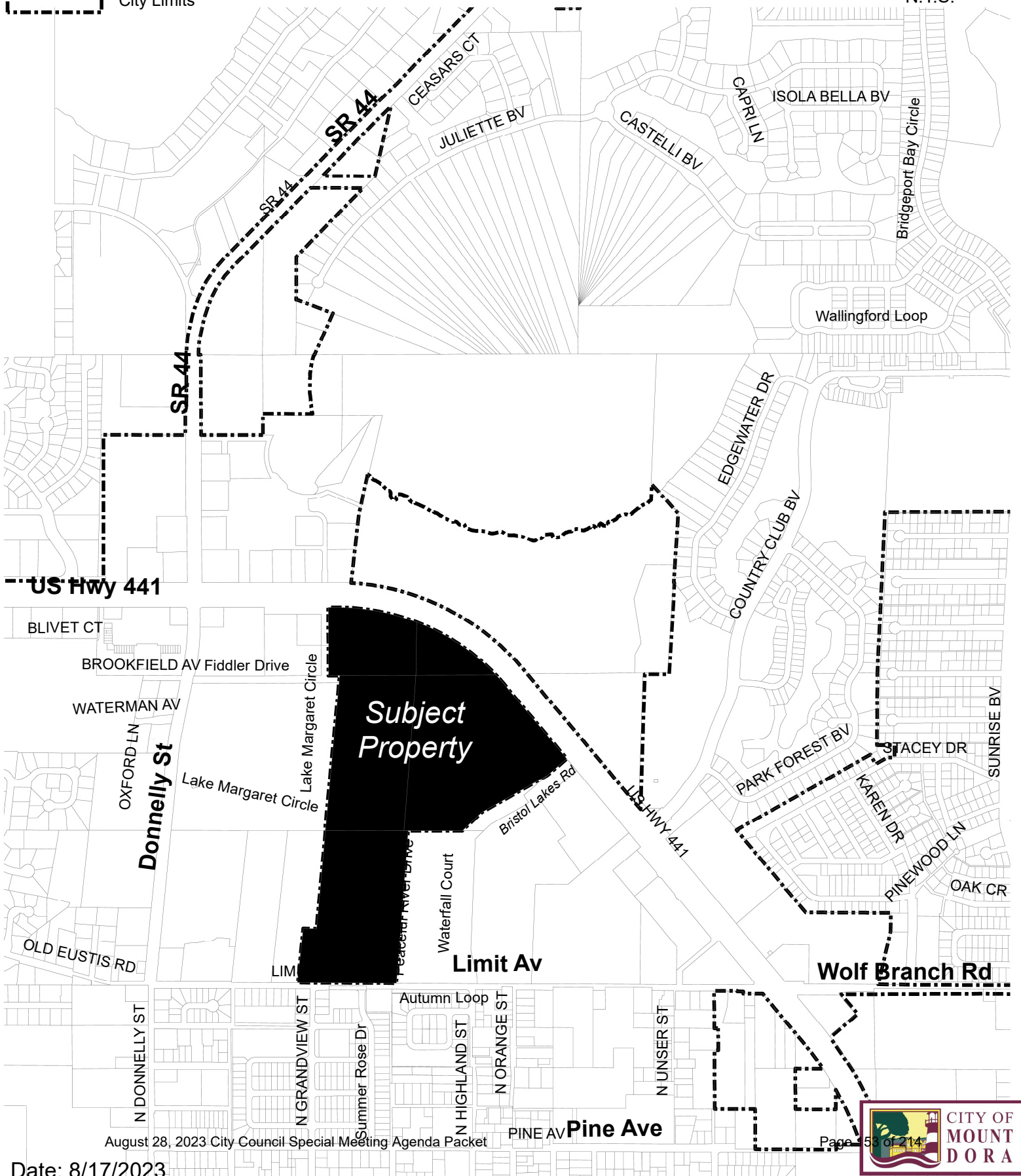


N.T.S.

Legend

-  Subject Property
-  City Limits

VICINITY MAP
Mount Dora Groves South
80.70 +/- Acres



From: [Tedrow, Tara](#)
To: [Marsh, Melanie](#); [Sherry Sutphen](#)
Cc: [Sandersfeld, Vince](#)
Subject: Mt Dora Groves- Proposed Annexation 8/28
Date: Monday, August 14, 2023 3:42:42 PM
Attachments: [image001.png](#)

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Melanie-

We had previously discussed the annexation of the Dora Groves N and S properties into the City via a voluntary annexation agreement that is being proposed with Mt. Dora. I know there are statutory notice requirements, so in anticipation of a hearing we have on 8/28 with the City Council to approve the agreement and have a first reading on the same agenda, I wanted to be sure you were given everything needed to meet that notice deadline so we could have a first reading of both the North and South PUD properties on 8/28.

Thank you!

Tara Tedrow

Shareholder

D: 407.418.6361 | **P:** 407.843.4600

[Email](#) | [Website](#) | [Bio](#) | [VCard](#) | [LinkedIn](#)



LOCAL ROOTS. BROAD REACH. SM

Notice of Confidentiality: This e-mail communication and the attachment(s) hereto, if any, are intended solely for the information and use of the addressee(s) identified above and may contain information which is legally privileged from disclosure and/or otherwise confidential. If a recipient of this e-mail communication is not an addressee (or an authorized representative of an addressee), such recipient is hereby advised that any review, disclosure, reproduction, re-transmission or other dissemination or use of this e-mail communication (or any information contained herein) is strictly prohibited. If you are not an addressee and have received this e-mail communication in error, please advise the sender of that circumstance either by reply e-mail or by telephone at (800) 356-6818, immediately delete this e-mail communication from any computer and destroy all physical copies of same.

Replies Filtered: Any incoming reply to this e-mail communication or other e-mail communication to us will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply or other e-mail communications to us being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we cannot guarantee that we will receive your reply or other e-mail communications to us and/or that we will receive the same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

[v4.30]

August 15, 2023

Lake County

Attn: Mary Ellen Stern, Director of the Office of Planning and Zoning

Lake County Growth Management

P.O. Box 7800

Tavares, FL 32778

Via Email: Lake County, maryellen.stern@lakecountyfl.gov

Re: JPA Notification

Owners Name: Simpson Family Partnership LTD and Mount Dora Groves Co. Inc.

General Location: North & South US Highway 441 and east of Donnelly Street

Projects/Requests: Annexation

Site Area: 224.56 Acres

Dear Mary Ellen Stern:

As required by the JPA, please find enclosed a copy of the applications for the above-referenced Annexation projects. Please provide any comments you may have to:

Vince Sandersfeld, Planning Director

510 N Baker Street

Mount Dora, FL 32757

Email: sandersfeldv@cityofmounddora.com

If you have any comments or questions about this project, please do not hesitate to contact my office at 352-735-7112.

Sincerely,

Vince Sandersfeld

Vince Sandersfeld

Planning Director

Encl.

cc: Seth Lynch, *Engineer III*

Janie Barron, *Chief Planner*

slynch@lakecountyfl.gov

JBarron@lakcountyfl.gov





PLANNING AND DEVELOPMENT

CITY OF
MOUNT
DORACity of Mount Dora
Planning & Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112PlanDev@CityofMountDora.comVOLUNTARY ANNEXATION
APPLICATIONDate: 8.17.23 Project Address: 445 Limit Ave

1. Applicant's Name: Tara Tedrow
 Company's Name: Lowndes
 Address: 215 N. Gula Drive
 City, State & Zip: Orlando, FL 32801
 Phone: 407.418.6361 E-mail: Tara.Tedrow@lowndes-law.com
2. Property Owner's Name(s): Simpson Family Partnership Ltd / Mount Dora Groves Co Inc
 Company's Name: Simpson Family Partnership Ltd / Mount Dora Groves Co Inc
 Address: 445 Limit Ave
 City, State & Zip: Mount Dora FL 32757
 Phone: 407.418.6361 E-mail: Tara.Tedrow@lowndes-law.com
3. The property generally located (list adjacent streets): South of US 441,
East of Dinnily St, North of Limit.
5. Alt Key(s): 1445710, 3884340, 3816281, 1445698, 1445647
6. Size of property in Acres: 79.97 Square Feet: 3,483,493
7. Does property have, or will it have City Water and Sewer? ☒ Yes ☐ No
8. Does property have, or will it have Well or Septic Tank? ☐ Yes ☒ No
9. Current Zoning District (County): South: PUD
10. Future Land Use Category (County): South: PUD
11. Requested Zoning District (City): TBD
12. Requested Future Land Use Category (City): TBD

13. Present use and structures on the property (list number of residential dwelling units):

Citrus Grove - No Dwellings

14. Public or Private Roadways*: Public & Private.
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

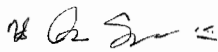
15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

DocuSigned by:



0288F60E0EEC4B2...

Owner(s) of Record Signature(s)

8/17/2023

Date

13. Present use and structures on the property (list number of residential dwelling units):

Citrus Grove - No Dwellings

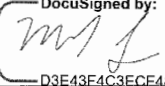
14. Public or Private Roadways*: Public & Private.
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

DocuSigned by:

D3E43E4C3ECE48E

Owner(s) of Record Signature(s)

8/18/2023

Date

13. Present use and structures on the property (list number of residential dwelling units):

Citrus Grove - No Dwellings

14. Public or Private Roadways*: Public & Private.
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

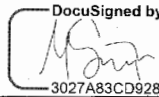
15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

DocuSigned by:


 3027A83CD9284FB...

8/17/2023

Owner(s) of Record Signature(s)

Date

July 19, 2023

City of Mount Dora
501 North Baker St.
Mount Dora, FL 32757

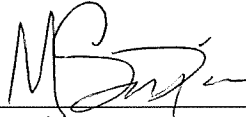
Re: Agent Authorization

To Whom It May Concern:

I, Mark Simpson, as President **on behalf of Mount Dora Groves Company**, as owner of real property with Parcel Identification Alt Keys Numbers 1445647 and 3816281 in Lake County, Florida, do hereby authorize Tara Tedrow and Lowndes Law Firm, and any of their authorized representatives to make application to the City of Mount Dora for Annexation.

Sincerely,

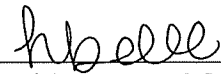
MOUNT DORA GROVES COMPANY,
A Florida corporation

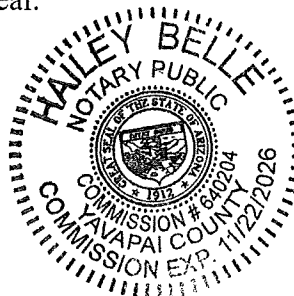
By: 
Name: MARK SIMPSON
Title: PRESIDENT
Date: 7-20-23

STATE OF Arizona
COUNTY OF Yavapai

The foregoing instrument was acknowledged before me ✓ in person or via remote notarization me this 20 day of JULY, 2023 by mark simpson, as President on behalf of Mount Dora Groves Company, a Florida corporation. He/She is personally known to me or has produced FL Drivers License as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of July, 2023.

Notary Public Signature: 
My Commission Expires: 11-22-2026
Notary Seal:



July 19, 2023

City of Mount Dora
501 North Baker St.
Mount Dora, FL 32757

Re: Agent Authorization

To Whom It May Concern:

I, H. James Simpson III, as CO-General Partner, **on behalf of Simpson Family Partnership, LTD.**, as owner of real property with Parcel Identification Alt Keys Numbers 1445710, 1445671, 1445698, 3884341 and 3884340 in Lake County, Florida, do hereby authorize Tara Tedrow and Lowndes Law Firm, and any of their authorized representatives to make application to the City of Mount Dora for Annexation.

Sincerely,

SIMPSON FAMILY PARTNERSHIP, LTD.,
A Florida corporation

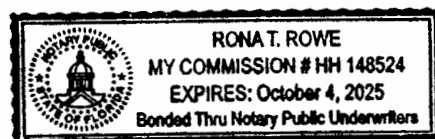
By: H. James Simpson III
Name: H. James Simpson III
Title: General Partner
Date: 7/19/2023

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me ☒ in person or ☐ via remote notarization me this 19th day of July, 2023 by James Simpson III, as CO-General Partner on behalf of Simpson Family Partnership, LTD., a Florida corporation. He/She is personally known to me or has produced FL Driver License as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of July, 2023.

Notary Public Signature: Rona T Rowe
My Commission Expires: 10/4/2025
Notary Seal:



July 19, 2023

City of Mount Dora
501 North Baker St.
Mount Dora, FL 32757

Re: Agent Authorization

To Whom It May Concern:

I, Michael Simpson, as CO-General Partner, on behalf of Simpson Family Partnership, LTD., as owner of real property with Parcel Identification Alt Keys Numbers 1445710, 1445671, 1445698, 3884341 and 3884340 in Lake County, Florida, do hereby authorize Tara Tedrow and Lowndes Law Firm, and any of their authorized representatives to make application to the City of Mount Dora for Annexation.

Sincerely,

SIMPSONS FAMILY PARTNERSHIP, LTD.
A Florida corporation

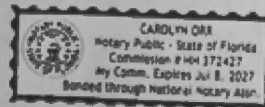
By: [Signature]
Name: MICHAEL SIMPSON
Title: CO-GENERAL PARTNER
Date: 7-19-23

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me ☒ in person or ☐ via remote notarization on this 19 day of July, 2023 by Michael Simpson as Co General Partner on behalf of Simpson Family Partnership, LTD, a Florida corporation. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of July, 2023.

Notary Public Signature: [Signature]
My Commission Expires: 7-8-27
Notary Seal:



089428219987212349740v1

South Parcel: (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)

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" 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.

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 DEGREES 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 DEGREE 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 SS 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.

[illegible]

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.

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 176.61 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 328.82 FEET, NORTH 54°10'49" EAST 78.70 FEET, SOUTH 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 166.03 FEET, SOUTH 35°45'51" WEST 103.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'48" WEST 328.61 FEET, SOUTH 45°20'00" WEST 166.03 FEET, NORTH 49°59'25" WEST 166.03 FEET, NORTH 35°45'51" WEST 103.33 FEET, SOUTH 89°55'00" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, 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 A POINT OF BEGINNING.

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 NORTH, 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 148.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78 FEET, NORTH 89°55'08" EAST 10.00 FEET, THEN NORTHERLY LINE OF THOSE LANDS DESCRIBED IN THOSE RECORDS BEGINS AT THE POINT OF BEGINNING, RUN SOUTH 46°20'30" WEST 336.10 FEET, SOUTH 39°45'51" EAST 70.33 FEET, SOUTH 49°59'28" WEST 371.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.58 FEET, SOUTH 89°55'08" WEST 181.34 FEET TO THE POINT OF BEGINNING.

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

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" 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°22'30" WEST 470 FEET TO POINT OF BEGINNING.

J.W. SIMPSON WAY, LAKESIDE AT WATERMAN VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 76, PAGES 30 THROUGH 32 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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 6 LIES WHOLLY WITHIN 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 #44, RUN EASTERLY ALONG THE NORTHERLY RIGHT OF WAY 87 FEET FOR THE POINT OF BEGINNING, RUN NORTH 6° 15' 00" WEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, 110.00 FEET TO THE CORNER OF SAID SECTION 20, THEN NORTH 6° 15' 00" WEST 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 NORTHWEST 1/4 OF SAID SECTION 20, THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20 TO THE POINT WHERE SAID EAST LINE INTERSECTS WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 93, DISTANCE 110.00 FEET; THENCE SOUTHERLY ALONG SAID SOUTHERLY LINE OF SAID LOT 93 TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 93 A DISTANCE OF 336.37 FEET, THENCE SOUTH 032°10'00" WEST 139.06 FEET TO THE SOUTH LINE OF THE NORTHWEST 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 NORTHWEST 1/4 OF SECTION 20, THENCE WESTERLY ALONG SAID WESTERLY RIGHT OF WAY TO THE NORTHEASTLY RIGHT OF WAY LINE OF HIGHWAY #44, RUN NORTH WESTERLY ALONG SAID NORTHEASTLY RIGHT OF WAY TO THE POINT OF BEGINNING.

[illegible]

TOGETHER WITH: NON-EXCLUSIVE EASEMENT(S) AS SET FORTH AND CREATED BY THAT CERTAIN ACCESS, DRAINAGE AND UTILITY EASEMENT RECORDED OCTOBER 4, 2019 IN OFFICIAL RECORDS BOOK 5352, PAGE 1953, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, OVER, UNDER AND ACROSS THE LANDS DESCRIBED THEREIN.

TOGETHER WITH: NON-EXCLUSIVE EASEMENT(S) AS SET FORTH AND CREATED BY THAT CERTAIN DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MAY 13, 1998 IN OFFICIAL RECORDS BOOK 1608, PAGE 1612, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, OVER, UNDER AND ACROSS THE LANDS DESCRIBED THEREIN.

NOTE: THIS DOCUMENT IS NOT LEGIBLE. THE LOCATION OF THIS EASEMENT IS GRAPHICALLY IDENTIFIED AS NEAR AS CAN BE SCALED FROM THE DOCUMENT.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN LAKE COUNTY, FLORIDA AND CONTAIN 224.21 ACRES MORE OR LESS.



1. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 35 EAST, ZONE 18 NORTH 00°12'19" WEST.
2. THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
4. THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
5. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE, UNOBSTRUCTED, VISIBLE ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND UTILITIES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED, UNLESS SHOWN HEREON.
7. UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND PROFESSIONAL PURVIEW AND SUBJECT TO LEGAL INTERPRETATION.
8. THE LANDS SHOWN HEREON LIE IN ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE A, DEFINED AS NO BASE FLOOD ELEVATION DETERMINED, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 1204210359E, MAP NO. 12069C0359E, MAP REVISED DECEMBER 18, 2012.
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THE LIMITS OF SAID ZONES ARE GRAPHICALLY DEPICTED HEREON AS NEAR AS MAY BE SCALED FROM SAID MAP.
9. THERE WAS NO VISUAL EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WITHIN THE SURVEYED LANDS.
10. ADJOINING PARCEL OWNER AND RECORDING INFORMATION DELINEATED HEREON WAS OBTAINED FROM THE LAKE COUNTY PROPERTY APPRAISER'S PUBLIC ACCESS SYSTEM.
11. THE SUBJECT PROPERTY IS CURRENTLY BEING USED AS A CITRUS GROVE
12. THERE WAS NO VISUAL EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WITHIN THE SURVEYED LANDS. THE SURVEYOR IS UNAWARE OF ANY PROPOSED CHANGES IN THE RIGHT-OF-WAY.
13. THE SUBJECT PROPERTY HAS ACCESS TO PUBLIC UTILITIES FROM THE PUBLIC STREETS ADJACENT TO THE SUBJECT PROPERTY.
14. THE SUBJECT PROPERTY ABUTS, WITHOUT GAPS GORES OR STRIPS, AND HAS VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM U.S.HIGHWAY 441, WHICH IS COMPLETED, DEDICATED AND ACCEPTED PUBLIC RIGHT OF WAY.
15. EXCEPT AS SHOWN ON THE SURVEY, THE SUBJECT PROPERTY DOES NOT APPEAR TO SERVE ANY ADJOINING PROPERTY FOR UTILITIES, DRAINAGE, STRUCTURAL SUPPORT OR INGRESS OR EGRESS.
16. THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
17. THE SURVEYOR WAS NOT PROVIDE A ZONING REPORT OR ANY INFORMATION REGARDING BUILDING SETBACKS, OR ANY OTHER RESTRICTIONS RELATED TO THE SURVEYED LANDS.
18. THERE ARE BUILDINGS ON THE SITE AND THEY ARE GRAPHICALLY SHOWN HEREON. THE BUILDINGS ARE SUBJECT TO DEMOLITION DUE TO FUTURE CONSTRUCTION.
19. ELEVATIONS SHOWN HEREON ARE BASED ON LAKE COUNTY SURVEY DEPARTMENT VERTICAL DATUM OF 1988 AND IS BASED ON BENCH MARK 1191 GP56 ELEVATION 172.64' AND BENCH MARK 1191 GPS ELEVATION 171.71', NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
20. WE HAVE EXAMINED THE FURNISHED COMMITMENT TO INSURE TITLE, COMMITMENT NUMBER 9749282, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 9, 2022 AT 5:00 P.M. THOSE INSTRUMENTS INCLUDED IN "SCHEDULE B, PART II EXCEPTIONS", OF THE COMMITMENT HAVE BEEN EXAMINED AND ARE REFLECTED HEREON TO THE EXTENT THEY AFFECT THE LANDS SURVEYED.

EXCEPTIONS AS THEY APPEAR IN THE SUPPLIED COMMITMENT

1. PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS AND RESERVATION OF ROAD RIGHTS OF WAY IN FAVOR OF THE STATE OF FLORIDA, THROUGH THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, AS SET FORTH IN THAT CERTAIN DEED RECORDED IN DEED BOOK 225, PAGE 442. (NOTE: AS TO SAID RESERVATION, THE RESERVATION FOR MINING AND EXPLORATION HAVE BEEN MODIFIED BY THE RELEASE OF THE RIGHT OF ENTRY INTO THE INSURED PREMISES, AS CONTAINED IN SECTION 270.11 OF THE FLORIDA STATUTES). AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
2. DRAINAGE EASEMENT IN FAVOR OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 118, PAGE 36. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
3. EASEMENT FOR STORM SEWER IN FAVOR OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 120, PAGE 428. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
4. RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 348, PAGE 445. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
5. TERMS AND CONDITIONS CONTAINED IN MEMBERS PRODUCTION AND MARKETING AGREEMENT BETWEEN MOUNT DORA GROWERS COOPERATIVE AND MOUNT DORA GROVES CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 399, PAGE 36. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
6. RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 444, PAGE 5. DOES NOT AFFECT THE SUBJECT PROPERTY.
7. RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 893. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
8. TERMS AND CONDITIONS CONTAINED IN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE CITY OF MOUNT DORA RECORDED IN OFFICIAL RECORDS BOOK 1115, PAGE 2012. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
9. GRANT OF EASEMENT IN FAVOR OF THE CITY OF MOUNT DORA RECORDED IN OFFICIAL RECORDS BOOK 1304, PAGE 2067. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
10. COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER MATTERS AS SET FORTH IN DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 4843, PAGE 546. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
11. EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC. RECORDED IN OFFICIAL RECORDS BOOK 5017, PAGE 42; AS AFFECTED BY SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 5310, PAGE 2351. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
12. PERPETUAL EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 5496, PAGE 1501.
13. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. NOT A SURVEY MATTER.
14. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ADJACENT TO SUCH LAND. MAY AFFECT THE LANDS WITHIN LOCH LEVEN.
15. RIGHTS OF OTHERS TO USE THE WATERS OF ANY WATER BODY EXTENDING FROM THE INSURED LAND ONTO OTHER LANDS. MAY AFFECT THE LANDS WITHIN LOCH LEVEN.
16. TITLE TO ANY SUBMERGED LAND INCLUDED WITHIN THE LAND DESCRIBED IN THIS POLICY IS NOT INSURED. MAY AFFECT THE LANDS WITHIN LOCH LEVEN.
17. ANY AND ALL RIGHTS OF THE UNITED STATES OF AMERICA OVER ARTIFICIALLY FILLED LANDS IN WHAT WERE FORMERLY NAVIGABLE WATERS, ARISING BY REASON OF THE UNITED STATES OF AMERICA'S CONTROL OVER NAVIGABLE WATERS IN THE INTEREST OF NAVIGATION AND COMMERCE, AND ANY CONDITIONS CONTAINED IN ANY PERMIT AUTHORIZING THE FILLING IN OF SUCH AREAS. NOT A SURVEY MATTER.
18. THE INALIENABLE RIGHTS OF THE PUBLIC TO USE THE NAVIGABLE WATERS COVERING THE LANDS DESCRIBED ON SCHEDULE A. MAY AFFECT THE LANDS ADJACENT TO LOCH LEVEN.
19. NOTWITHSTANDING THE LEGAL DESCRIPTION IN SCHEDULE A, THIS POLICY DOES NOT INSURE TITLE TO ANY LANDS LYING BELOW THE MEAN OR ORDINARY HIGH WATER LINE OF ANY NAVIGABLE OR TIDALLY INFLUENCED WATERS. MAY AFFECT THE LANDS WITHIN LOCH LEVEN.
20. THE NATURE, EXTENT OR EXISTENCE OF RIPARIAN RIGHTS OR LITTORAL RIGHTS IS NOT INSURED. NOT A SURVEY MATTER.
21. TERMS AND CONDITIONS OF ACCESS, DRAINAGE AND UTILITY EASEMENT AGREEMENT BETWEEN BRISTOL LAKES PHASE II, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND SIMPSON FAMILY PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP RECORDED IN OFFICIAL RECORDS BOOK 5352, PAGE 1953. DOES NOT AFFECT THE SUBJECT PROPERTY BUT IS APPURTENANT TO AND SHOWN HEREON.
22. INTENTIONALLY DELETED.

TO: BROCHMAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MOUNT DORA GROVES COMPANY, A FLORIDA CORPORATION, SIMPSON FAMILY PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8,11,13, 16, 17, OF TABLE THEREOF.



ALTA/NSPS ALTA LAND AND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

FOR:
BROCHMAN, LLC

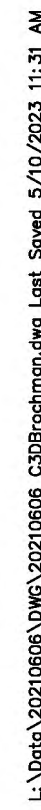
FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

[illegible]

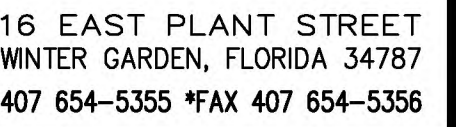
JOB # _____ 20210606
DATE: _____ SEPTEMBER 22, 2021
SCALE: _____ 1"=100'
CALC BY: _____ SEJ
FIELD BY: _____ DH/TS
DRAWN BY: _____ SEJ
CHECKED BY: _____ JLR

SHEET 1 OF 5



SEE SHEET 2

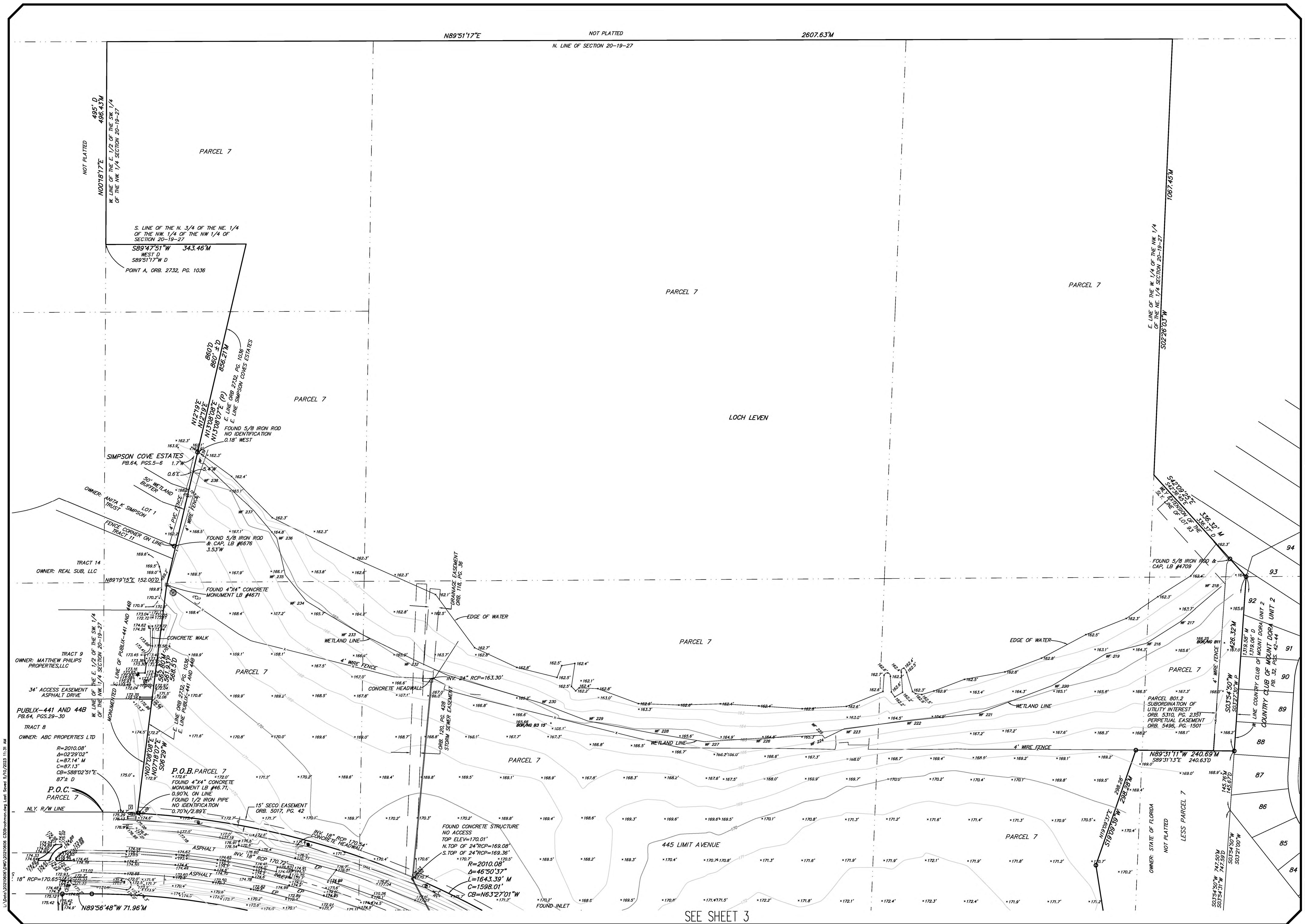




FOR:
BROCHMAN, LLC

JOB # 20210606
 DATE: SEPTEMBER 22, 2021
 SCALE: 1"=100'
 CALC BY: SEJ
 FIELD BY: DH/TS
 DRAWN BY: SEJ
 CHECKED BY: JLR

SHEET 4 OF 5





*TREE LOCATIONS AND TABLE
SEE SHEETS 2-4 FOR
GEOMETRY AND LOCATIONS*

TREE TABLE	
POINT NUMBER	TREE
2158	12" PALM
2169	13" PALM
2170	12" PALM
2171	13" PALM
2172	13" PALM
2173	14" PALM
2174	40" CAMPHOR
2175	8-7" OAK
2176	23" OAK
2177	24" OAK
2178	43" OAK
2179	28" OAK
2180	7" OAK
2184	25" CAMPHOR
2185	16" PALM
2186	22" OAK
2187	15" OAK
2188	8" PALM
2189	19" PALM
2190	9" OAK
2191	19" PALM
2193	CE 21
2194	16" PALM
2195	38" OAK
2203	24" CAMPHOR
2204	12-10-9" OAK
2205	9" CAMPHOR
2206	9" CAMPHOR
2207	9" CAMPHOR
2208	20" OAK
2209	12" PALM
2210	18" OAK
2211	20" OAK
2212	8-11" CAMPHOR
2213	12" OAK
2214	11" CAMPHOR
2215	10" OAK
2216	23" OAK
2217	26" OAK
2218	38" OAK
2219	12" OAK
2220	50" OAK
2221	16" OAK
2222	11" CAMPHOR
2223	10" OAK
2224	24" OAK
2225	14" OAK
2226	13" PALM
2227	10" PALM
2228	11" CAMPHOR
2229	12" CAMPHOR
2230	16" OAK
2231	9" OAK
2232	9" OAK
2233	20-28" OAK
2234	16" OAK
2235	10" OAK
2236	13" OAK
2237	14" PALM
2238	17" PALM
2239	9" OAK
2240	18" OAK
2241	28" OAK
2242	10" OAK
2243	17" PALM
2244	10-2" CAMPHOR
2245	11" CAMPHOR
2246	17" PALM
2247	19" PALM
2248	12" CAMPHOR
2249	12" PALM
2250	13" PALM
2251	14" CAMPHOR
2253	8" OAK
2254	14" OAK
2255	13" OAK
2256	18" PALM
2257	20" PALM
2258	15" OAK
2259	17" PALM
2260	10" OAK
2261	7" OAK
2262	18" PALM
2264	13" PALM
2265	11" OAK
2266	14" PALM
2267	24-30" OAK
2268	MIMOSA TREE 30
2269	13" OAK
2270	15" PALM
2271	10-8" OAK
2272	7" OAK
2273	6" OAK
2274	12" PALM
2275	13" PALM
2276	14" PALM
2277	14" PALM
2278	16" PALM
2279	12" PALM
2283	10" CAMPHOR
2284	15" PALM
2285	11" CAMPHOR
2286	14" CAMPHOR
2287	8" CAMPHOR
2288	18-30" CAMPHOR
2289	7" CAMPHOR
2290	8" CAMPHOR
2291	14" OAK
2292	9" CAMPHOR
2293	7" OAK
2294	7" OAK
2295	8" OAK
2296	10-10" OAK
2297	8" OAK
2298	10" OAK
2299	16" OAK
2300	7" OAK
2301	8" OAK
2302	10" OAK
2303	12" PALM
2304	12" PALM
2305	8" CAMPHOR
2325	9" CAMPHOR
2326	7" CAMPHOR
2327	8" CAMPHOR
2328	7" CAMPHOR
2329	24" OAK
2330	7" OAK
2331	6" CAMPHOR
2332	12" CAMPHOR
2333	8" PALM
2334	14" PALM
2335	11" PALM
2336	6" PALM
2337	12" CAMPHOR
2338	13" CAMPHOR
2339	12" PALM
2340	11" PALM

TREE TABLE	
POINT NUMBER	TREE
2341	7" CAMPHOR
2342	7" OAK
2343	13" OAK
2344	6" CAMPHOR
2345	7" CAMPHOR
2346	9" PALM
2347	9" CAMPHOR
2348	10" PALM
2349	13" PALM
2350	8" PALM
2351	12" CAMPHOR
2352	13" PALM
2353	12" PALM
2354	8" PALM
2355	6" PALM
2356	9" CAMPHOR
2357	6" CAMPHOR
2358	6" PALM
2359	11" PALM
2360	12" PALM
2361	12" PALM
2362	20" CAMPHOR
2363	9" CAMPHOR
2364	14" PALM
2365	6" CAMPHOR
2366	9" CAMPHOR
2367	9" PALM
2368	8" PALM
2369	10" OAK
2370	19" OAK
2371	6" OAK
2372	9" CAMPHOR
2373	6" CAMPHOR
2374	13" OAK
2375	6" OAK
2376	7" OAK
2377	7" OAK
2378	7" OAK
2379	24" OAK
2380	15" PALM
2381	8" OAK
2382	13" OAK
2383	6" OAK
2384	7" OAK
2385	7" OAK
2386	8" OAK
2387	7" OAK
2388	7" OAK
2389	22" OAK
2390	11" PALM
2391	10" OAK
2392	14" OAK
2393	6" OAK
2394	8" OAK
2395	12" OAK
2396	8" OAK
2397	11" PALM
2398	13" PALM
2399	10" CAMPHOR
2400	13" PALM
2401	10" OAK
2402	11" OAK
2403	12" OAK
2404	13" PALM
2405	13" PALM
2406	13" PALM
2407	14" PALM
2408	13" PALM
2409	13" PALM
2410	11" PALM
2411	8" OAK
2412	14" PALM
2413	6" PALM
2414	8" PALM
2415	30" OAK
2416	15" OAK
2417	16" PALM
2418	13" PALM
2419	18" PALM
2420	13" PALM
2421	25" OAK
2422	14" OAK
2423	19" PALM
2424	24" OAK
2425	21" OAK
2426	9" PALM
2427	17" OAK
2428	6" OAK
2429	8" OAK
2430	7" OAK
2431	12" PALM
2432	12" OAK
2433	30" OAK
2434	8" PALM
2435	10" PALM
2436	15" OAK
2437	9" PALM
2438	10" PALM
2439	26" OAK
2440	13" PALM
2441	13" PALM
2442	11" PALM
2443	13" PALM
2444	15" PALM
2445	12" PALM
2446	24" OAK
2447	10" PALM
2448	8" OAK
2449	26" OAK
2450	11" CAMPHOR
2451	7" OAK
2452	12" OAK
2453	14" OAK
2454	13" OAK
2455	8" OAK
2456	11" OAK
2457	9" CAMPHOR
2458	8" CAMPHOR
2459	24" OAK
2460	14" CAMPHOR
2461	9" OAK
2462	13" OAK
2463	10" PALM
2464	8" OAK
2465	6" OAK
2466	6" OAK
2467	13" CAMPHOR
2468	13" PALM
2469	12" OAK
2470	28" OAK
2471	7" OAK
2472	28" OAK
2473	23" OAK
2474	12" PALM
2475	6" PALM
2476	18" OAK
2477	28" OAK
2478	14" PALM

POINT NUMBER	TREE TABLE	TREE
2481	42" CAMPHOR	
2482	21" OAK	
2483	28" OAK	
2484	7" OAK	
2485	11" OAK	
2486	24" OAK	
2487	12" OAK	
2488	35" OAK	
2489	10" OAK	
2490	18" PALM	
2491	11" OAK	
2492	21" PALM	
2493	9" OAK	
2494	2" OAK	
2495	28" OAK	
2496	16" PALM	
2497	9" OAK	
2498	16" PALM	
2499	10" OAK	
2500	14" OAK	
2502	13" CAMPHOR	
2503	65" CAMPHOR	
2504	12" OAK	
2505	13" OAK	
2506	20" OAK	
2507	21" OAK	
2508	16" OAK	
2509	13" CAMPHOR	
2510	36" OAK	
2511	21" OAK	
2512	13" PALM	
2513	16" PALM	
2514	6" CAMPHOR	
2515	16" CAMPHOR	
2516	15" PALM	
2517	14" PALM	
2519	14" PALM	
2520	15" PALM	
2521	12" PALM	
2522	7" OAK	
2523	6" OAK	
2524	7" OAK	
2525	9" OAK	
2526	14" PALM	
2527	6" OAK	
2528	7" OAK	
2529	14" PALM	
2530	12" PALM	
2531	10" OAK	
2532	12" OAK	
2533	12" PALM	
2534	15" PALM	
2535	15" PALM	
2536	12" PALM	
2537	12" OAK	
2538	16" PALM	
2539	15" PALM	
2540	12" PALM	
2541	15" PALM	
2542	12" PALM	
2543	14" PALM	
2544	16" PALM	
2545	14" PALM	
2546	12" PALM	
2547	14" PALM	
2548	12" PALM	
2549	11" OAK	
2550	15" PALM	
2551	15" PALM	
2552	15" PALM	
2553	14" PALM	
2554	13" PALM	
2555	12" PALM	
2556	12" PALM	
2557	12" PALM	
2558	7" OAK	
2559	7" OAK	
2560	11" OAK	
2561	7" CAMPHOR	
2562	9" OAK	
2563	6" OAK	
2564	9" OAK	
2565	16" PALM	
2566	12" PALM	
2567	15" PALM	
2568	14" PALM	
2569	8" OAK	
2570	15" OAK	
2571	6" OAK	
2572	24" OAK	
2573	16" PALM	
2574	16" PALM	
2575	40" CAMPHOR	
2576	12" OAK	
2577	18" OAK	
2578	14" PALM	
2579	24" PALM	
2580	14" PALM	
2581	17" PALM	
2582	16" PALM	
2583	23" PALM	
2584	6" CAMPHOR	
2585	17" PALM	
2586	17" PALM	
2587	16" PALM	
2588	12" PALM	
2589	12" CAMPHOR	
2590	14" PALM	
2591	5" CAMPHOR	
2592	8" OAK	
2593	13" PALM	
2594	17" PALM	
2595	16" PALM	
2596	16" PALM	
2597	16" PALM	
2598	12" PALM	
2599	14" PALM	
2600	15" PALM	
2601	24" OAK	
2602	8" OAK	
2603	13" OAK	
2604	12" OAK	
2605	15" PALM	
2606	45" CAMPHOR	
2607	11" OAK	
2608	15" PALM	
2609	2" OAK	
2610	10" OAK	
2611	6" OAK	
2612	21" OAK	
2613	25" OAK	
2614	16" PALM	
2615	27" CAMPHOR	
2616	2" OAK	
2617	9" CAMPHOR	
2618	7" CAMPHOR	

<i>POINT NUMBER</i>	<i>TREE</i>
2619	14" PALM
2620	9" OAK
2621	12" OAK
2622	6" OAK
2623	13" PALM
2624	14" PALM
2625	13" PALM
2626	14" PALM
2627	6" PALM
2628	9" OAK
2629	12" PALM



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
407 654-5355 *FAX 407 654-5356

ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
CLAY COUNTY, FLORIDA

FOR: BERING 1, LLC

[illegible]

JOB # 20210606
DATE: SEPTEMBER 22, 2021
SCALE: 1"=200'
CALC BY: SEJ
FIELD BY: DH/TS
DRAWN BY: SEJ
CHECKED BY: JLR

SHEET 5 OF 5

City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

LEGEND:

Future Land Use

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

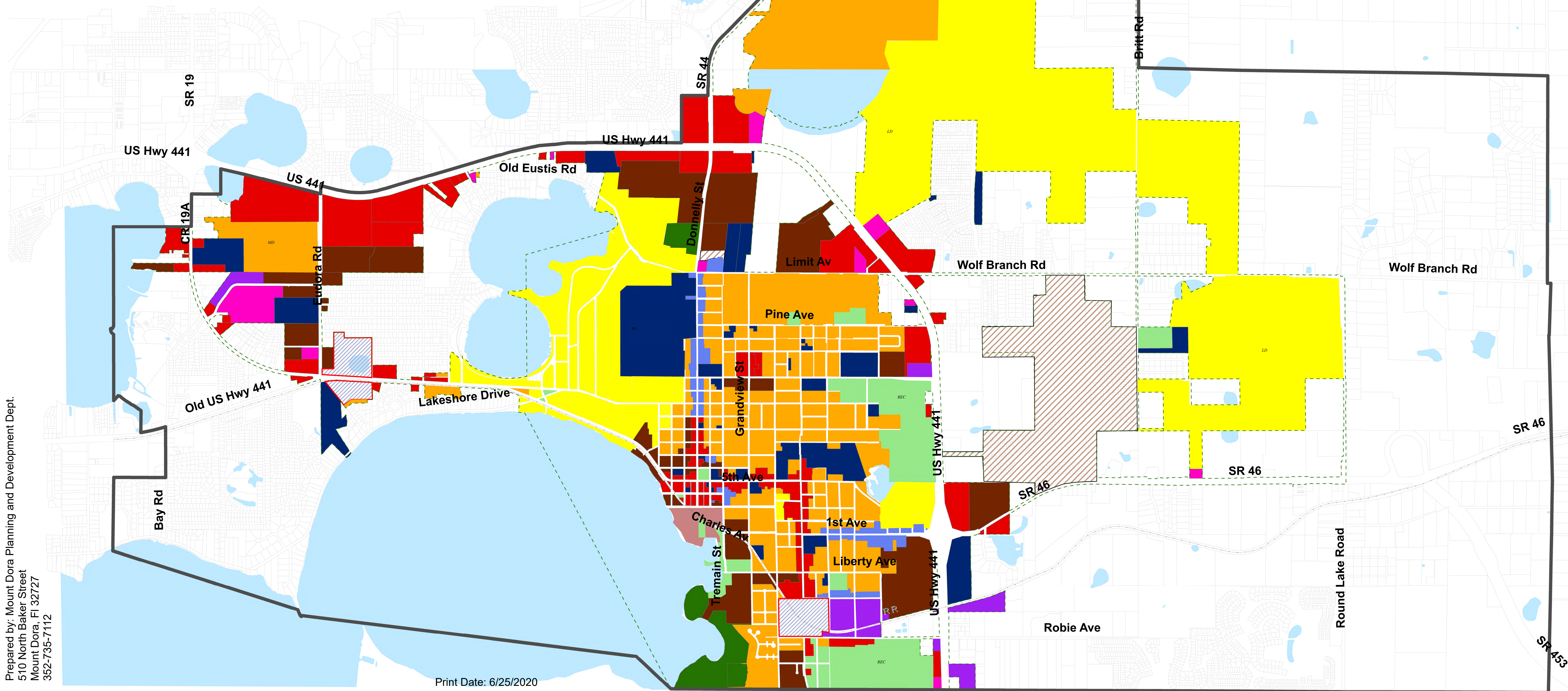
- Rail Road
- City Limits
- JPA (Urban Expansion)

FLUM Amendments:



0 1,250 2,500 Feet

Adopted by
Ordinance No. 2020-04
June 16, 2020



Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, FL 32727
352-735-7112

Print Date: 6/25/2020

Path: U:\Planning and Development\Master Documents\MAPS\Comp_Plan\FLUM2020(Adopted6-16-20).mxd

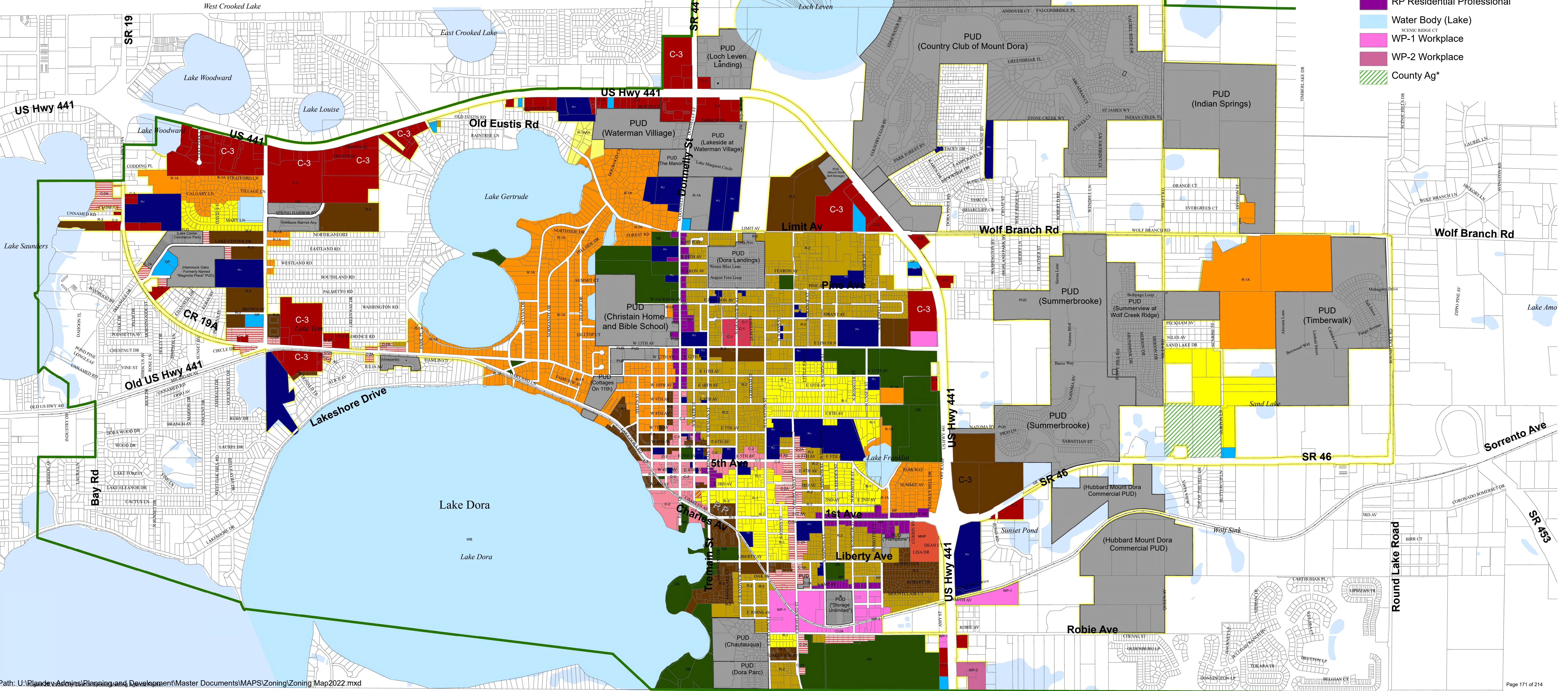
City of Mount Dora Zoning Map

2022

0 487.5 975 1,950 Feet



Map Print Date: 3/18/2022
Date: 3/18/2022



PROPERTY RECORD CARD

General Information

Name:	MOUNT DORA GROVES CO INC	Alternate Key:	1445647
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	20-19-27-0003-000-01200
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	LIMIT AVE MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	FROM THE SOUTHWEST CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 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 ST TO THE POINT OF BEGINNING--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-- DB 145 PGS 139 141		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / GROVE - ORANGE (6602)	0	0	CITRUS	15.360	Acre	\$1,400.00	\$138,240.00
2	AG / GROVE - ORANGE (6603)	0	0	CITRUS	5.000	Acre	\$1,200.00	\$45,000.00
3	AGRICULTURAL HOMESITE (5000)	0	0		2.000	Acre	\$0.00	\$32,000.00

[Click here for Zoning Info](#) 
[Map](#)

[FEMA Flood](#)

Commercial Building(s)

Building 1

Commercial	Building Value: \$28,171.00 Building Use: OFFICE BLDG 1 STORY (17C) Structure Type:		
Summary	Section(s)		
Year Built: 1972	Section Type	No. Stories	Ground Floor Area
Total Effective Area: 880	COMMERCIAL CANOPY (COP)	1.00	160
Full Bathrooms: 0	FINISHED LIVING AREA (FLA)	1.00	720
Half Bathrooms: 0			
Elevators: 0			
Elevator Landings: 0			
Residential Units: 0			
Kitchens: 0			
Fireplaces: 0			

[View Larger](#)

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	DETACHED GARAGE (CDGF1)	448	SF	1929	\$2,330.00
2	DETACHED GARAGE (CDGF1)	280	SF	1951	\$1,457.00
3	PAVING (CPAV2)	2052	SF	1968	\$2,873.00
4	BARN (CBRN4)	4400	SF	1978	\$33,000.00
5	BARN (CBRN4)	2160	SF	1949	\$16,200.00
6	BARN (CBRN4)	2176	SF	1968	\$16,320.00

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$315,591	\$157,014	\$157,014	5.0364	\$790.79
SCHOOL BOARD STATE	\$315,591	\$159,855	\$159,855	3.2500	\$519.53
SCHOOL BOARD LOCAL	\$315,591	\$159,855	\$159,855	2.9980	\$479.25
LAKE COUNTY WATER AUTHORITY	\$315,591	\$157,014	\$157,014	0.3083	\$48.41
NORTH LAKE HOSPITAL DIST	\$315,591	\$157,014	\$157,014	0.5000	\$78.51
ST JOHNS RIVER FL WATER MGMT DIST	\$315,591	\$157,014	\$157,014	0.1974	\$30.99
LAKE COUNTY MSTU STORMWATER	\$315,591	\$157,014	\$157,014	0.4957	\$77.83
LAKE COUNTY MSTU AMBULANCE	\$315,591	\$157,014	\$157,014	0.4629	\$72.68
LAKE COUNTY VOTED DEBT SERVICE	\$315,591	\$157,014	\$157,014	0.0918	\$14.41
LAKE COUNTY MSTU FIRE	\$315,591	\$157,014	\$157,014	0.5138	\$80.67
				Total:	Total:
				13.8543	\$2,193.07

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

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

Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	1445698
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	20-19-27-0003-000-01400
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	BRISTOL LAKES RD MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	FROM SW COR OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN N 89-43-35 W 178.61 FT, N 02-18-40 E 850 FT, S 89-43-35 E 268.59 FT, N 49-59-25 E 142.41 FT, N 35-45-51 W 328.42 FT, N 54-14-09 E 78.70 FT, N 35-45-51 W 352.84 FT, N 49-59-25 E 387.11 FT TO SW'LY R/W LINE OF US HWY 441, N 40-01-05 W ALONG SAID HWY 125 FT FOR POB, RUN S 49-59-25 W 466.05 FT, S 35-45-51 E 70.33 FT, S 49-59-25 W 37.12 FT, S 60-48-54 W 328.61 FT, S 46-20-30 W 72.53 FT TO N LINE OF SE 1/4 OF SW 1/4, S 89-55-0 W TO SW COR OF NE 1/4 OF SW 1/4, N ALONG SAID W LINE TO NW COR OF NE 1/4 OF SW 1/4, E ALONG SAID N LINE TO A POINT SW'LY R/W LINE OF US HWY 441, SE'LY ALONG SAID SW'LY R/W LINE OF US HWY 441 TO POB--LESS 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-- ORB 1205 PGS 646 651		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / GROVE - ORANGE (6600)	0	0	CITRUS	32.120	Acre	\$1,000.00	\$289,080.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1205 / 651	12/1992	Warranty Deed	Unqualified	Vacant	\$1.00
1205 / 646	12/1992	Warranty Deed	Unqualified	Vacant	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) 

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$289,080	\$32,120	\$32,120	5.0364	\$161.77
SCHOOL BOARD STATE	\$289,080	\$32,120	\$32,120	3.2500	\$104.39
SCHOOL BOARD LOCAL	\$289,080	\$32,120	\$32,120	2.9980	\$96.30
LAKE COUNTY WATER AUTHORITY	\$289,080	\$32,120	\$32,120	0.3083	\$9.90
NORTH LAKE HOSPITAL DIST	\$289,080	\$32,120	\$32,120	0.5000	\$16.06
ST JOHNS RIVER FL WATER MGMT DIST	\$289,080	\$32,120	\$32,120	0.1974	\$6.34
LAKE COUNTY MSTU STORMWATER	\$289,080	\$32,120	\$32,120	0.4957	\$15.92
LAKE COUNTY MSTU AMBULANCE	\$289,080	\$32,120	\$32,120	0.4629	\$14.87
LAKE COUNTY VOTED DEBT SERVICE	\$289,080	\$32,120	\$32,120	0.0918	\$2.95
LAKE COUNTY MSTU FIRE	\$289,080	\$32,120	\$32,120	0.5138	\$16.50
				Total: 13.8543	Total: \$445.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law

Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	1445710
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	20-19-27-0002-000-01000
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	US HWY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF NW 1/4 LYING S OF HWY 441--LESS BEG AT W 1/4 COR RUN N 02-55-30 W ALONG W LINE OF NW 1/4 567.89 FT TO S R/W OF US HWY 441, RUN N 87-22-0 E ALONG SAID S R/W LINE 530 FT, THENCE DEPARTING SAID S R/W LINE RUN S 02-55-30 E 312.84 FT, S 87-22-0 W 60 FT, S 02-55-30 E 255.8 FT, S 87-27-30 W 470 FT TO POB--LESS LAKESIDE AT WATERMAN VILLAGE PB 76 PB 30-32--		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / GROVE - ORANGE (6603)	0	0	CITRUS	8.780	Acre	\$1,200.00	\$158,040.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1205 / 651	12/1992	Warranty Deed	Unqualified	Vacant	\$1.00
1205 / 646	12/1992	Warranty Deed	Unqualified	Vacant	\$1.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

August 28, 2023 City Council Special Meeting Agenda Packet

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$158,040	\$10,536	\$10,536	5.0364	\$53.06
SCHOOL BOARD STATE	\$158,040	\$10,536	\$10,536	3.2500	\$34.24
SCHOOL BOARD LOCAL	\$158,040	\$10,536	\$10,536	2.9980	\$31.59
LAKE COUNTY WATER AUTHORITY	\$158,040	\$10,536	\$10,536	0.3083	\$3.25
NORTH LAKE HOSPITAL DIST	\$158,040	\$10,536	\$10,536	0.5000	\$5.27
ST JOHNS RIVER FL WATER MGMT DIST	\$158,040	\$10,536	\$10,536	0.1974	\$2.08
LAKE COUNTY MSTU STORMWATER	\$158,040	\$10,536	\$10,536	0.4957	\$5.22
LAKE COUNTY MSTU AMBULANCE	\$158,040	\$10,536	\$10,536	0.4629	\$4.88
LAKE COUNTY VOTED DEBT SERVICE	\$158,040	\$10,536	\$10,536	0.0918	\$0.97
LAKE COUNTY MSTU FIRE	\$158,040	\$10,536	\$10,536	0.5138	\$5.41
				Total: 13.8543	Total: \$145.97

Exemptions Information

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

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

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

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PROPERTY RECORD CARD

General Information

Name:	MOUNT DORA GROVES CO INC	Alternate Key:	3816281
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	19-19-27-0600-00L-00000
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	US HWY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	SUNSET HEIGHTS TRACTS L & N PB 3 PG 34		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / GROVE - ABANDONED (6619)	0	0	ABANDONED	20.000	Acre	\$50.00	\$180,000.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$180,000	\$1,000	\$1,000	5.0364	\$5.04
SCHOOL BOARD STATE	\$180,000	\$1,000	\$1,000	3.2500	\$3.25
SCHOOL BOARD LOCAL	\$180,000	\$1,000	\$1,000	2.9980	\$3.00
LAKE COUNTY WATER AUTHORITY	\$180,000	\$1,000	\$1,000	0.3083	\$0.31
NORTH LAKE HOSPITAL DIST	\$180,000	\$1,000	\$1,000	0.5000	\$0.50
ST JOHNS RIVER FL WATER MGMT DIST	\$180,000	\$1,000	\$1,000	0.1974	\$0.20

LAKE COUNTY MSTU STORMWATER	\$180,000	\$1,000	\$1,000	0.4957	\$0.50
LAKE COUNTY MSTU AMBULANCE	\$180,000	\$1,000	\$1,000	0.4629	\$0.46
LAKE COUNTY VOTED DEBT SERVICE	\$180,000	\$1,000	\$1,000	0.0918	\$0.09
LAKE COUNTY MSTU FIRE	\$180,000	\$1,000	\$1,000	0.5138	\$0.51
				Total: 13.8543	Total: \$13.86

Exemptions Information

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

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

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

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Property data updated nightly.

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PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	3884340
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	20-19-27-0002-000-05800
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	US HWY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	SE 1/4 OF NW 1/4 LYING SW'LY OF US HWY 441 ORB 1205 PGS 646 651		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / GROVE - ABANDONED (6619)	0	0	ABANDONED	4.000	Acre	\$50.00	\$72,000.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$72,000	\$200	\$200	5.0364	\$1.01
SCHOOL BOARD STATE	\$72,000	\$200	\$200	3.2500	\$0.65
SCHOOL BOARD LOCAL	\$72,000	\$200	\$200	2.9980	\$0.60
LAKE COUNTY WATER AUTHORITY	\$72,000	\$200	\$200	0.3083	\$0.06
NORTH LAKE HOSPITAL DIST	\$72,000	\$200	\$200	0.5000	\$0.10
ST JOHNS RIVER FL WATER MGMT DIST	\$72,000	\$200	\$200	0.1974	\$0.04

LAKE COUNTY MSTU STORMWATER	\$72,000	\$200	\$200	0.4957	\$0.10
LAKE COUNTY MSTU AMBULANCE	\$72,000	\$200	\$200	0.4629	\$0.09
LAKE COUNTY VOTED DEBT SERVICE	\$72,000	\$200	\$200	0.0918	\$0.02
LAKE COUNTY MSTU FIRE	\$72,000	\$200	\$200	0.5138	\$0.10
				Total: 13.8543	Total: \$2.77

Exemptions Information

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

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

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2023 FLORIDA LIMITED PARTNERSHIP ANNUAL REPORT

DOCUMENT# A92000000286

Entity Name: SIMPSON FAMILY PARTNERSHIP, LTD.

Current Principal Place of Business:

445 LIMIT AVENUE
MT DORA, FL 32757

Current Mailing Address:

445 LIMIT AVENUE
MT DORA, FL 32757 US

FEI Number: 59-3157941

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SIMPSON, III, H. JAMES
3340 CR 44B
MT. DORA, FL 32757 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

General Partner Detail :

Document #

Document #

Name SIMPSON, MICHAEL L

Name SIMPSON, III, H. JAMES

Address 2720 LITTLE LAUREL LANE

Address 3340 CR 44B

City-State-Zip: MOUNT DORA FL 32757

City-State-Zip: MT DORA FL 32757

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: H. JAMES SIMPSON, III

GP

04/07/2023

Electronic Signature of Signing General Partner Detail

Date

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 116080

Entity Name: MOUNT DORA GROVES COMPANY

Current Principal Place of Business:

445 LIMIT AVENUE
MOUNT DORA, FL 32757

Current Mailing Address:

445 LIMIT AVENUE
MOUNT DORA, FL 32757 US

FEI Number: 59-0664381

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SIMPSON, MARK R
112 WEST FIFTH AVENUE
MOUNT DORA, FL 32757 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARK R. SIMPSON

04/07/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRES
Name SIMPSON, MARK RYAN
Address 112 WEST FIFTH AVENUE
City-State-Zip: MOUNT DORA FL 32757

Title VP
Name SIMPSON, H. JAMES III
Address 3340 CR 44B
City-State-Zip: MOUNT DORA FL 32757

Title TREA
Name SIMPSON, MICHAEL L
Address 2720 LITTLE LAUREL LANE
City-State-Zip: MOUNT DORA FL 32757

Title SEC
Name SIMPSON, ANITA K
Address 3350 SR44
City-State-Zip: MOUNT DORA FL 32757

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK RYAN SIMPSON

PRESIDENT

04/07/2023

Electronic Signature of Signing Officer/Director Detail

Date

76
This Instrument Prepared By:
STANLEY A. GRAVENMIER, ESQ.
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

REC-2100 RECEIVED FOR
TF 399 EXCISE TAXES
DOC 70 JAMES C. WATKINS
INT 6 CLERK LAKE CO FL
BY 33K D.C.

93 1703

TAX PARCEL IDENTIFICATION NOS.:

BOOK 1205 PAGE 0646

20-19-27-0002-000-007	20-19-27-0002-000-010
20-19-27-0002-000-006	20-19-27-0004-000-016
20-19-27-0001-000-005	19-19-27-0600-00J-000
20-19-27-0001-000-004	19-19-27-0600-00I-000
20-19-27-0001-000-003	29-19-27-0002-000-084
20-19-27-0003-000-014	29-19-27-0002-000-078
20-19-27-0004-000-015	29-17-27-0002-000-080

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 30th day of December, 1992, by HOWARD JAMES SIMPSON, SR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter referred to as the "Grantor"), to ROBERT L. SIMPSON, whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest, and to HOWARD J. SIMPSON, JR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest (hereinafter collectively referred to as the "Grantees").

(wherever used herein the terms "Grantor" and "Grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto each of the Grantees, an undivided .45% interest in and to that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with an equal undivided percentage interest in and to all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantees that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the above described undivided percentage interests in and to the Property, and hereby warrants the title to such undivided percentage interests in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others. This conveyance is subject to taxes accruing subsequent to December 31, 1992, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

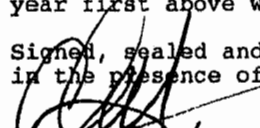
Grantor certifies that on the date of execution, delivery and recordation of this instrument, neither Grantor nor any member of Grantor's family resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

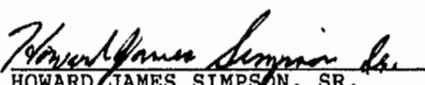
The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantor, and has relied upon the representations of the Grantor that he is the holder of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of the Grantor to hold such title in the manner represented.

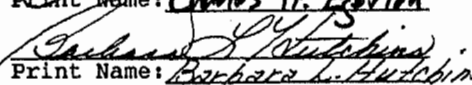
IN WITNESS WHEREOF, the person named herein as "Grantor" has executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BOOK 1205 PAGE 0647


Print Name: Charles H. Egerton

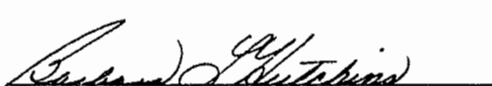

HOWARD JAMES SIMPSON, SR.


Print Name: Barbara L. Hutchins

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD JAMES SIMPSON, SR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.


Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

F:\RE\SAG\SIMPSON.10A

EXHIBIT A

BOOK 1205 PAGE 0648

PARCEL #1

Parcel #1 is that portion of Section 20, Township 19 South, Range 27 East described as follows:

From the intersection of the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of Section 20, Township 19 South, Range 27 East, and the Northerly right of way line of Highway 441, run Easterly along the Northerly right of way of said Highway 87 feet to the Point of Beginning (P.O.B.); thence run North 6°29' East 568.5 feet; thence run North 12°19' East 860 feet; thence run West parallel with the North line of Section 20 to a point on the West line of the East ½ of the Northwest ¼ of the Northwest ¼ of Section 20; thence run North along said West line 495 feet, more or less, to the North line of Section 20; thence run Easterly along the North line of Section 20 to a point on the East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20; thence run Southerly along said East line of the West ½ of the Northwest ¼ of the Northeast ¼ 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 recorded in Lake County in Plat Book 32, pages 42 to 44; thence South 42° 36'45" East along the Westerly extension of and the Southerly line of said Lot 93, 336.37 feet; thence South 3°21' West 1319.06 feet to the South line of the Northeast ¼ of Section 20, thence run Westerly along said South line 202 feet, more or less, to the Southwest corner of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 20, thence run Southerly along the West line of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 20 to the Northeasterly right of way line of Highway 441; thence run Northwesterly along said Northeasterly right of way to the P.O.B.

PARCEL #2

Begin at the intersection of the West line of the Northwest ¼ of Section 20, Township 19 South, Range 27 East and the Southerly right of way line of Highway 441, thence run Southerly along said West line of the Northwest ¼ of Section 20 to the Southwest corner of the Northwest ¼ of Section 20, thence run Easterly along the South line of the Northwest ¼ of Section 20 to the Southeast corner of the West ½ of the Northwest ¼ of Section 20; thence run Southerly along the West line of the Northeast ¼ of the Southwest ¼ to the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 20; thence run Easterly along the South line of the Northeast ¼ of the Southwest ¼ of Section 20 to a point on said South line that is 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run Southerly parallel with said East line of the Southwest ¼ of Section 20 to a point that is 850 feet North of the South line of Section 20 and 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run North 89°54' East a distance of 268.59 feet; thence run North 49°37' East 658.44 feet, more or less, to the Southwesterly right of way line of Highway 441; thence run Northwesterly and Westerly along said Southerly right of way to the Point of Beginning (P.O.B.).

Subject to cross easement for ingress and egress, utilities and drainage purposes recorded in ORB 1183 page 1550, Public Records of Lake County, Florida, described as follows:

"Commence at the Southeast corner of the Northeast ¼ of Section 19, Township 19 South, Range 27 East, run North 02°55'30" West along the East line of the Northeast ¼ of Section 19 a distance of 492.89 feet to the P.O.B.; thence run North 02°55'30" West along said East line 75 feet to a point on the Southerly right of way of Highway 441; thence run North 87°22'00" East along said Southerly right of way a distance of 389.87 feet; thence departing said Southerly right of way for Highway 441, run South 02°38'00" East 75 feet; thence run South 87°22'00" West 389.49 feet to the P.O.B."

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typing or printing unsatisfactory in
this document when microfilmed.

PARCEL #3

"Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East, thence run South $89^{\circ}55'15''$ West along the South line of said Southwest $\frac{1}{4}$ of Section 20 a distance of 178.61 feet; thence run North $01^{\circ}56'15''$ East along the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 850 feet; thence run North $89^{\circ}54'$ East a distance of 268.59 feet; thence run North $49^{\circ}37'$ East 658.44 feet to the Southerly right of way of Highway 441; thence run South $40^{\circ}23'$ East a distance of 150 feet to the Point of Beginning (P.O.B.). From the P.O.B., run South $49^{\circ}37'$ West a distance of 300 feet; thence run South $40^{\circ}23'$ East a distance of 821.24 feet; thence run South $0^{\circ}6'$ East 340.36 feet to the South line of the Southeast $\frac{1}{4}$ of Section 20, a point herein being designated as Point "A". Return to the P.O.B., thence run Southerly along the Southwesterly right of way line of Highway 441 to the South line of the Southeast $\frac{1}{4}$ of Section 20; thence run Westerly along the South line of the Southeast $\frac{1}{4}$ of Section 20 to Point "A". Less portion in right of way for Limit Street.

PARCEL #4

Known as Tract J of Sunset Heights Subdivision, Mount Dora, Florida recorded in Plat Book 3, page 34 in the Public Records of Lake County, Florida and further described as follows:

"From the East $\frac{1}{4}$ corner of Section 19, Township 19 South, Range 27 East, thence run South $06^{\circ}08'45''$ West along the East line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, a distance of 642.33 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 19 to the Point of Beginning (P.O.B.) of this description; thence run North $89^{\circ}52'46''$ West 640.86 feet to a point on the Easterly right of way line of Donnelly Street; thence run Southerly along said Easterly right of way to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Easterly along said North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Northerly along the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the P.O.B.; subject to all legal highways or platted rights of way not previously vacated."

PARCEL #5

"Being a parcel of land lying in the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, Lake County, Florida and being further bounded and described as follows:

"Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 19; thence run North $89^{\circ}51'15''$ West along the North line of said Southeast $\frac{1}{4}$, a distance of 688.31 feet to a concrete monument lying on the Westerly right of way line of Donnelly Street; thence South $11^{\circ}40'13''$ West along said Westerly right of way line, a distance of 453.03 feet to a Point of Curvature, said curve being concave to the East, having a radius of 1960.08 feet, a central angle of $5^{\circ}47'00''$, a chord of 197.76 and a chord bearing of South $8^{\circ}46'43''$ West; thence along said curve an arc distance of 197.85 feet to the Point of Beginning (P.O.B.); thence continuing along said curve, said curve having a central angle of $00^{\circ}21'00''$, a chord of 11.97 feet, a chord bearing of South $05^{\circ}41'16''$ West, thence along said curve an arc distance of 11.97 feet to the Point of Tangency; thence continuing along said right of way line South $05^{\circ}30'46''$ West a distance of 630.08 feet; thence North $89^{\circ}59'50''$ West along the Southerly boundary line of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of said Section 19 a distance of 620.09 feet. Thence run North $04^{\circ}21'56''$ East a distance of 642.22 feet to a Point on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run South $89^{\circ}53'01''$ East 632.92 feet to the P.O.B."

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PARCEL #6

Commence at the Northwest corner of Section 29, Township 19 South, Range 27 East, run Southerly along the West line of Section 29 a distance of 330 feet to the Point of Beginning (P.O.B.); thence continue Southerly along the West section line of Section 29 a distance of 965 feet, more or less, to the Northerly right of way line of Pine Avenue; thence run Easterly along the Northerly right of way line a distance of 635 feet, more or less, to the Westerly right of way of Grandview Street; thence run Northerly along the said Westerly right of way 965 feet, more or less, to a point that is 330 feet South of the North line of Section 29; thence run Easterly parallel with the North line of Section 29, 635 feet, more or less, to the P.O.B.

PARCEL #7

A parcel being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East described as follows:

Begin at the intersection of the Northerly right of way of Pine Street and the Easterly right of way of Grandview Street, a Point being 25 feet North of and 25 feet East of the Southwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East; thence run Westerly along the Northerly right of way of Pine Street 635 feet, more or less, to a point on the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and 25 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29; thence run North along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, a distance of 1085 feet, more or less, to a point that is 210 feet South of the North line of Section 29; thence run Westerly parallel with said North line of Section 29 a distance of 210 feet; thence run Northerly parallel with the Easterly right of way of Grandview Street a distance of 185 feet, more or less, to the Southerly right of way of Limit Street; thence Westerly along said Southerly right of way a distance of 168.94 feet; thence run Southerly parallel to the Easterly right of way line of Grandview Street a distance of 195 feet; thence run Westerly parallel with the North line of Section 29, a distance of 135 feet, more or less, to a point being 121.06 feet East of the Westerly right of way of Grandview Street; thence run Southerly parallel to said Westerly right of way a distance of 12 feet; thence run Easterly parallel with the North Section line 153.94 feet; thence run Southerly parallel with the right of way for Grandview Street a distance of 294 feet; thence run Westerly parallel to the North line of Section, a distance of 275 feet, more or less, to the Easterly right of way of Grandview Street; thence Southerly along said Easterly right of way a distance of 769 feet, more or less, to the P.O.B.

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20
This Instrument Prepared By:
STANLEY A. GRAVENMIER, ESQ.
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

93 1704

TAX PARCEL IDENTIFICATION NO.

REC-2500 RECEIVED FOR
TF 330 EXCISE TAXES
DOC-299.70 JAMES C. WATKINS
INT-6 CLERK, LAKE CO FL
BY [Signature] D.C.

20-19-27-0002-000-007	20-19-27-0002-000-010
20-19-27-0002-000-006	20-19-27-0004-000-016
20-19-27-0001-000-005	19-19-27-0600-00J-000
20-19-27-0001-000-004	19-19-27-0600-00I-000
20-19-27-0001-000-003	29-19-27-0002-000-084
20-19-27-0003-000-014	29-19-27-0002-000-078
20-19-27-0004-000-015	29-17-27-0002-000-080

SPECIAL WARRANTY DEED

BOOK 1205 PAGE 0651

THIS SPECIAL WARRANTY DEED is made the 30th day of December, 1992, by HOWARD JAMES SIMPSON, SR., ROBERT L. SIMPSON, and HOWARD J. SIMPSON, JR. whose collective post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter collectively referred to as the "Grantors"), to SIMPSON FAMILY PARTNERSHIP LTD., a Florida limited partnership, whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter referred to as the "Grantee").

(wherever used herein the terms "Grantors" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations)

WITNESSETH:

That Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all of Grantors' right, title and interest in and to that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantors hereby covenant with Grantee that Grantors are lawfully seized of the Property in fee simple; that the Grantors have good right and lawful authority to sell and convey the Property, and hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantors, but against no others. This conveyance is subject to taxes accruing subsequent to December 31, 1992, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Grantors certify that on the date of execution, delivery and recordation of this instrument, neither Grantors nor any member of Grantors' families resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantors.

REC-1
LA
JAN 12 12 53 PM '93
FILED

The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantors, and has relied upon the representations of the Grantors that they are the holders of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of the Grantors to hold such title in the manner represented.

IN WITNESS WHEREOF, the persons named herein as "Grantors" have executed and delivered this instrument and have intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BOOK 1205 PAGE 0652

Print Name: Charles H. Egey

Howard James Simpson Sr.
HOWARD JAMES SIMPSON, SR.

Print Name: Barbara L. Hutchins

Print Name: Charles H. Egey

Robert L. Simpson
ROBERT L. SIMPSON

Print Name: Barbara L. Hutchins

Print Name: Charles H. Egey

Howard J. Simpson, Jr.
HOWARD J. SIMPSON, JR.

Print Name: Barbara L. Hutchins

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD JAMES SIMPSON, SR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by ROBERT L. SIMPSON, who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

BOOK 1205 PAGE 0653

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD J. SIMPSON, JR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

F:\RE\SAG\SIMPSON.10B

EXHIBIT A

BOOK 1205 PAGE 0654

PARCEL #1

Parcel #1 is that portion of Section 20, Township 19 South, Range 27 East described as follows:
From the intersection of the West line of the East 1/4 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 Highway 441, run Easterly along the Northerly right of way of said Highway 87 feet to the Point of Beginning (P.O.B.); thence run North 6°29' East 568.5 feet; thence run North 12°19' East 860 feet; thence run West parallel with the North line of Section 20 to a point on the West line of the East 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 20; thence run North along said West line 495 feet, more or less, to the North line of Section 20; thence run Easterly along the North line of Section 20 to a point on the East line of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 20; thence run Southerly along said East line of the 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 recorded in Lake County in Plat Book 32, pages 42 to 44; thence South 42° 36'45" East along the Westerly extension of and the Southerly line of said Lot 93, 336.37 feet; thence South 3°21' 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, more or less, to the Southwest corner of the East 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 20, thence run Southerly along the West line of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 20 to the Northeasterly right of way line of Highway 441; thence run Northwesterly along said Northeasterly right of way to the P.O.B.

PARCEL #2

"Begin at the intersection of the West line of the Northwest 1/4 of Section 20, Township 19 South, Range 27 East and the Southerly right of way line of Highway 441, thence run Southerly along said West line of the Northwest 1/4 of Section 20 to the Southwest corner of the Northwest 1/4 of Section 20, thence run Easterly along the South line of the Northwest 1/4 of Section 20 to the Southeast corner of the West 1/4 of the Northwest 1/4 of Section 20; thence run Southerly along the West line of the Northeast 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 20; thence run Easterly along the South line of the Northeast 1/4 of the Southwest 1/4 of Section 20 to a point on said South line that is 178.61 feet West of the East line of the Southwest 1/4 of Section 20; thence run Southerly parallel with said East line of the Southwest 1/4 of Section 20 to a point that is 850 feet North of the South line of Section 20 and 178.61 feet West of the East line of the Southwest 1/4 of Section 20; thence run North 89°54' East a distance of 268.59 feet; thence run North 49°37' East 658.44 feet, more or less, to the Southwesterly right of way line of Highway 441; thence run Northwesterly and Westerly along said Southerly right of way to the Point of Beginning (P.O.B.).

Subject to cross easement for ingress and egress, utilities and drainage purposes recorded in ORB 1183 page 1550, Public Records of Lake County, Florida, described as follows:

"Commence at the Southeast corner of the Northeast 1/4 of Section 19, Township 19 South, Range 27 East, run North 02°55'30" West along the East line of the Northeast 1/4 of Section 19 a distance of 492.89 feet to the P.O.B.; thence run North 02°55'30" West along said East line 75 feet to a point on the Southerly right of way of Highway 441; thence run North 87°22'00" East along said Southerly right of way a distance of 389.87 feet; thence departing said Southerly right of way for Highway 441, run South 02°38'00" East 75 feet; thence run South 87°22'00" West 389.49 feet to the P.O.B."

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PARCEL #3

"Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East, thence run South $89^{\circ}55'15''$ West along the South line of said Southwest $\frac{1}{4}$ of Section 20 a distance of 178.61 feet; thence run North $01^{\circ}56'15''$ East along the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 850 feet; thence run North $89^{\circ}54'$ East a distance of 268.59 feet; thence run North $49^{\circ}37'$ East 658.44 feet to the Southerly right of way of Highway 441; thence run South $40^{\circ}23'$ East a distance of 150 feet to the Point of Beginning (P.O.B.). From the P.O.B., run South $49^{\circ}37'$ West a distance of 300 feet; thence run South $40^{\circ}23'$ East a distance of 821.24 feet; thence run South $0^{\circ}6'$ East 340.36 feet to the South line of the Southeast $\frac{1}{4}$ of Section 20, a point herein being designated as Point "A". Return to the P.O.B., thence run Southerly along the Southwesterly right of way line of Highway 441 to the South line of the Southeast $\frac{1}{4}$ of Section 20; thence run Westerly along the South line of the Southeast $\frac{1}{4}$ of Section 20 to Point "A". Less portion in right of way for Limit Street.

PARCEL #4

Known as Tract J of Sunset Heights Subdivision, Mount Dora, Florida recorded in Plat Book 3, page 34 in the Public Records of Lake County, Florida and further described as follows:

"From the East $\frac{1}{4}$ corner of Section 19, Township 19 South, Range 27 East, thence run South $06^{\circ}08'45''$ West along the East line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, a distance of 642.33 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 19 to the Point of Beginning (P.O.B.) of this description; thence run North $89^{\circ}52'46''$ West 640.86 feet to a point on the Easterly right of way line of Donnelly Street; thence run Southerly along said Easterly right of way to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Easterly along said North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Northerly along the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the P.O.B.; subject to all legal highways or platted rights of way not previously vacated."

PARCEL #5

"Being a parcel of land lying in the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, Lake County, Florida and being further bounded and described as follows:

"Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 19; thence run North $89^{\circ}51'15''$ West along the North line of said Southeast $\frac{1}{4}$, a distance of 688.31 feet to a concrete monument lying on the Westerly right of way line of Donnelly Street; thence South $11^{\circ}40'13''$ West along said Westerly right of way line, a distance of 453.03 feet to a Point of Curvature, said curve being concave to the East, having a radius of 1960.08 feet, a central angle of $5^{\circ}47'00''$, a chord of 197.76 and a chord bearing of South $8^{\circ}46'43''$ West; thence along said curve an arc distance of 197.85 feet to the Point of Beginning (P.O.B.); thence continuing along said curve, said curve having a central angle of $00^{\circ}21'00''$, a chord of 11.97 feet, a chord bearing of South $05^{\circ}41'16''$ West, thence along said curve an arc distance of 11.97 feet to the Point of Tangency; thence continuing along said right of way line South $05^{\circ}30'46''$ West a distance of 630.08 feet; thence North $89^{\circ}59'50''$ West along the Southerly boundary line of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of said Section 19 a distance of 620.09 feet. Thence run North $04^{\circ}21'56''$ East a distance of 642.22 feet to a Point on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run South $89^{\circ}53'01''$ East 632.92 feet to the P.O.B."

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PARCEL #6

Commence at the Northwest corner of Section 29, Township 19 South, Range 27 East, run Southerly along the West line of Section 29 a distance of 330 feet to the Point of Beginning (P.O.B.); thence continue Southerly along the West section line of Section 29 a distance of 965 feet, more or less, to the Northerly right of way line of Pine Avenue; thence run Easterly along the Northerly right of way line a distance of 635 feet, more or less, to the Westerly right of way of Grandview Street; thence run Northerly along the said Westerly right of way 965 feet, more or less, to a point that is 330 feet South of the North line of Section 29; thence run Easterly parallel with the North line of Section 29, 635 feet, more or less, to the P.O.B.

PARCEL #7

A parcel being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East described as follows:

Begin at the intersection of the Northerly right of way of Pine Street and the Easterly right of way of Grandview Street, a point being 25 feet North of and 25 feet East of the Southwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East; thence run Westerly along the Northerly right of way of Pine Street 635 feet, more or less, to a point on the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and 25 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29; thence run North along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, a distance of 1085 feet, more or less, to a point that is 210 feet South of the North line of Section 29; thence run Westerly parallel with said North line of Section 29 a distance of 210 feet; thence run Northerly parallel with the Easterly right of way of Grandview Street a distance of 185 feet, more or less, to the Southerly right of way of Limit Street; thence Westerly along said Southerly right of way a distance of 168.94 feet; thence run Southerly parallel to the Easterly right of way line of Grandview Street a distance of 195 feet; thence run Westerly parallel with the North line of Section 29, a distance of 135 feet, more or less, to a point being 121.06 feet East of the Westerly right of way of Grandview Street; thence run Southerly parallel to said Westerly right of way a distance of 12 feet; thence run Easterly parallel with the North Section line 153.94 feet; thence run Southerly parallel with the right of way for Grandview Street a distance of 294 feet; thence run Westerly parallel to the North line of Section, a distance of 275 feet, more or less, to the Easterly right of way of Grandview Street; thence Southerly along said Easterly right of way a distance of 769 feet, more or less, to the P.O.B.

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ORDINANCE NO: 2023-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441, NORTH OF LIMIT AVENUE, AND EAST OF DONNELLY STREET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brochman, LLC, Simpson Family Partnership, Ltd., and Mount Dora Groves Company, (Property Owners) have certain rights to or are the fee simple owners of that property generally located on the south side of US Highway 441, north of Limit Avenue, and east of Donnelly Street in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owners have filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora; and

WHEREAS, the City has determined that the Property is located wholly within an unincorporated area of Lake County, Florida, that the Property is reasonably compact and contiguous to an incorporated area of the City of Mount Dora, Florida, that annexation of the Property will not result in the creation of an enclave, that annexation of the Property otherwise fully complies with the requirements of Florida Statutes, Section 171.044, and annexation of the Property is in the best interest of the City of Mount Dora; and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the City furnished the Lake County Board of County Commissioners with a copy of the notice of annexation by certified mail at least ten (10) days prior to the publication of the same; and

WHEREAS, the City has determined that all procedural and notice requirements mandated by Florida Statutes, Section 171.044, the City of Mount Dora Charter, the City of Mount Dora Code of Ordinances and all other applicable or controlling laws, related to the voluntary annexation of property, have been followed and satisfied.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. VOLUNTARY ANNEXATION. The Property located on the south side of US Highway 441, north of Limit Avenue, and east of Donnelly Street, in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

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 1/4 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:

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

PARCEL 5:

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" 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.

ALL THE ABOVE CONTAINING 80.70 ACRES, MORE OR LESS.

SECTION 3. EFFECT OF ANNEXATION. On the Effective Date of this Ordinance, the property owner of the Property shall be entitled to all the rights, privileges and immunities as are from time to time granted to property owners in the City of Mount Dora, Florida, and shall be subject to the responsibilities of property ownership as may from time to time be authorized and/or adopted by the governing authority of the City of Mount Dora, Florida.

SECTION 4. AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES. City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, City Council Districts Five (5) are hereby amended to include the Property, more particularly described as follows:

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.

PARCEL2:

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 1/4 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:

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

PARCEL 5:

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" 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.

SECTION 5. **FILING REQUIREMENTS.** In accordance with Florida Statutes, Section 171.044(3), within seven (7) days of the enactment of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Lake County Clerk of the Circuit Court, with the County Manager of Lake County, Florida and with the Florida Department of State.

SECTION 6. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 7. **SAVINGS CLAUSE.** All prior actions of the City of Mount Dora

pertaining to the annexation of the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. LIMITED CODIFICATION AND SCRIVENER'S ERRORS.

The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

SECTION 9. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 11. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this __ day of __ 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Sherry G. Sutphen
City Attorney

EXHIBIT “A”
Property Depiction

N

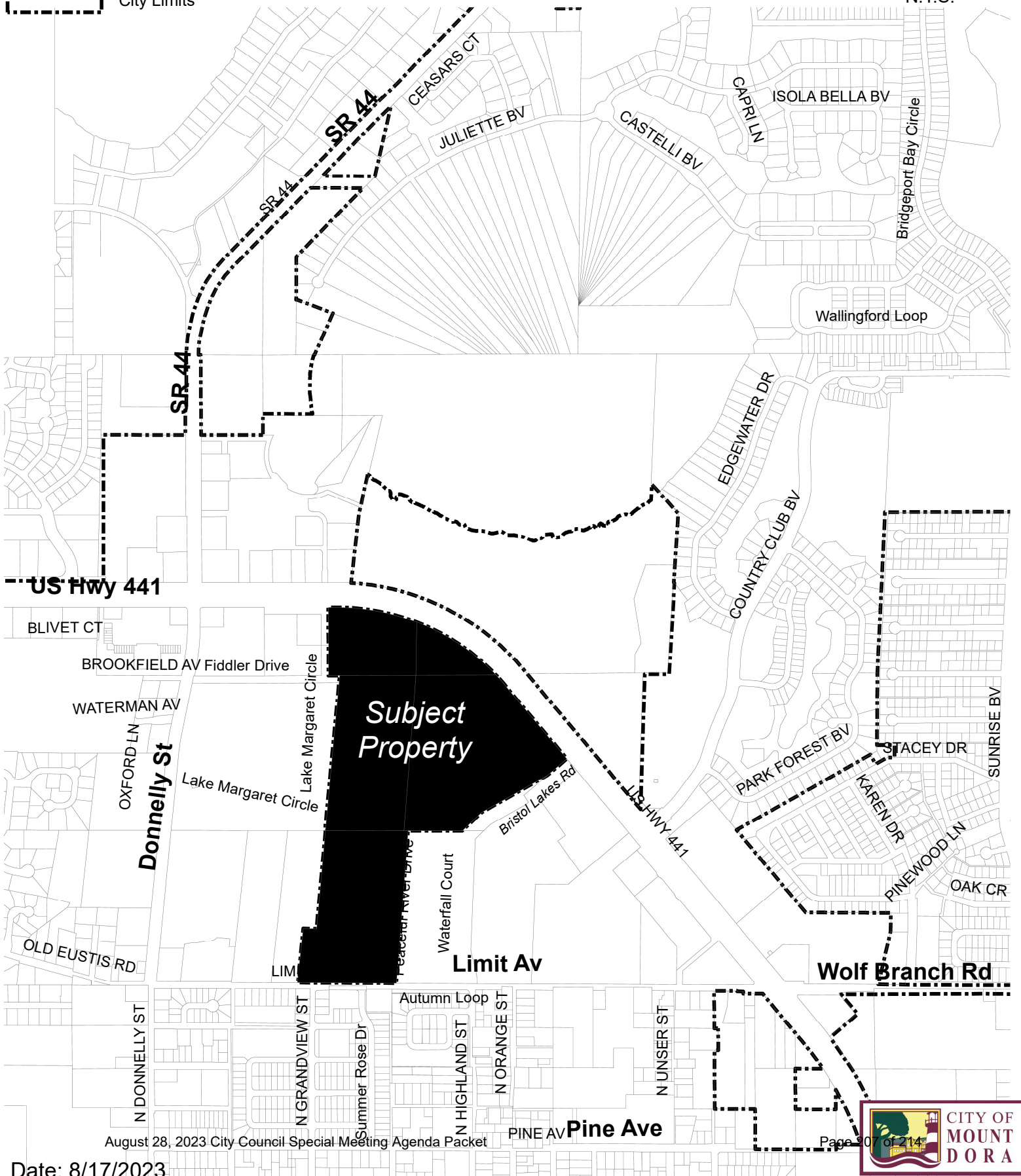


N.T.S.

Legend

-  Subject Property
-  City Limits

VICINITY MAP
Mount Dora Groves South
80.70 +/- Acres





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

DATE: August 28, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Adoption of **Resolution No. 2023-39**, State of Emergency Related to Tropical Storm Idalia

Introduction:

This is a request for City Council to approve Resolution No. 2022-78, Pertaining to the State of Local Emergency stemming from Tropical Storm Idalia.

Discussion:

In preparation for Tropical Storm Idalia and in accordance with City of Mount Dora policies and practices, Resolution No. 2023-39 was created pertaining to the state of local emergency that may result from Tropical Storm Idalia.

On August 26, 2023, Governor DeSantis issued Executive Order Number 23-171, and amended the same on August 28, 2023, through the issuance of Executive Order Number 23-172, expanding the number of counties under a state of emergency in preparation for Tropical Storm Idalia, including Lake County.

Staff is requesting authorization to declare a state of emergency in preparation for hurricane activities, allowing for the protection of the citizens of Mount Dora and the assets of the City of Mount Dora.

Budget Impact:

In the event any expenses are incurred as a result of Tropical Storm Idalia, a budget amendment will be presented to City Council at the next regular City Council meeting, indicating the fund accounts to be adjusted as a result of emergency expenses.

Strategic Impact:

Public Safety

Recommendation:

City Council to adopt Resolution No. 2023-39.

Attachment(s):

1. Resolution 2023-39.STATE OF EMERGENCY.Tropical Storm Idalia.SGS

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 8/28/2023

Approved - 8/28/2023

Final Approval - 8/28/2023

RESOLUTION NO. 2023- 39

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LOCAL STATE OF EMERGENCY STEMMING FROM TROPICAL STORM IDALIA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE DECLARATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR THE INAPPLICABILITY OF EMERGENCY EVENT RESPONSE PAY; PROVIDING FOR THE DURATION OF THE LOCAL STATE OF EMERGENCY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 27, 2023, the National Hurricane Center reported that Invest 93L has strengthened into Tropical Storm Idalia; and

WHEREAS, in the early morning hours on August 28, 2023, Tropical Storm Idalia was approximately 124 miles south of the westernmost point of Cuba and is forecasted to become a major hurricane before making landfall along certain areas of Florida's Gulf Coast and the Panhandle; and

WHEREAS, there is a risk of dangerous storm surge, heavy rainfall, flash flooding, strong winds, hazardous seas, and the potential for isolated tornadic activity for Florida's peninsula; and

WHEREAS, the threat posed by Tropical Storm Idalia requires that timely precautions are taken to protect the communities, critical infrastructure and general welfare of Florida; and

WHEREAS, on August 28, 2023, Governor DeSantis issued Executive Order Number 23-171, and shortly thereafter amended the same through the issuance of Executive Order Number 23-172, declaring a state of emergency for various portions of Florida, including Lake County; and

WHEREAS, Florida Statutes, Section 252.38, declares it the innate responsibility of local government to safeguard the life and property of its citizens; and

WHEREAS, Florida Statutes, Section 252.38(3)(a)(5), provides authority for political subdivisions to declare a state of local emergency and to waive the procedures and formalities, otherwise required of political subdivisions, in order to take whatever action is necessary to ensure the health, safety and welfare of the community; and

WHEREAS, Section 252.34, Florida Statutes defines "emergency" as any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or

may result in substantial injury or harm to the population or substantial damage to or loss of property; and

WHEREAS, the City has determined that it is in the best interest of its employees, citizens and visitors to extend the local state of emergency and further revise the parameters related to the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Declaring a Local State of Emergency. The state of emergency stemming from Tropical Storm Idalia which poses a threat to the State of Florida, as declared by Governor DeSantis, includes Lake County. To the extent necessary under the circumstances and as the status of Tropical Storm Idalia changes, certain procedures and formalities otherwise required of the City may be waived, as collectively determined by the Mayor, the City Manager and the City Attorney, to ensure that the City can continue providing day to day operations with as little disruption as possible. The procedures and formalities which may be waived are set forth in Florida Statutes, Section 252.38(3)(a)(5), and include but are not limited to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the public;
- b. entering into contracts;
- c. incurring obligations;
- d. employment of permanent and temporary workers;
- e. utilization of volunteer workers;
- f. rental of equipment;
- g. acquisition and distribution, with or without compensation, of supplies, materials and facilities;
- h. appropriation of expenditure of public funds;
- i. temporary modifications to working environment and procedures.

SECTION 3. Emergency Event Response Pay Not Applicable. For the duration of the state of emergency, as declared hereby, there shall not be a suspension of the day to day operations of the City; thus, emergency event response pay, as set forth in Section 6.12 B, of the City of Mount Dora Employment Policy, shall not be applicable unless otherwise deemed necessary by the City Council.

SECTION 4. Establishment and Enforcement of Curfew. The Mayor and City Manager are hereby authorized to establish and enforce a curfew within the incorporated areas of the City of Mount Dora, Florida, if deemed necessary and appropriate during the local state of emergency

declared by this Resolution and are further authorized to modify and terminate that curfew to the extent necessary under the circumstances and as the status of Hurricane Ian changes.

SECTION 5. Duration of Local State of Emergency. This declared state of local emergency shall remain in full force and effect from the date of adoption of this Resolution, and shall automatically expire seven (7) days after adoption but may be extended by a majority vote of the City Council, as necessary, in seven (7) day increments for a total duration of not more than forty-two (42) days.

SECTION 6. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 7. Savings Clause. All prior actions of the City of Mount Dora pertaining to the state of local emergency related to Tropical Storm Idalia, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 8. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 9. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 11. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 28th day of August, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

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

Jeanann Hand, City Clerk

Sherry G. Sutphen, City Attorney



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

DATE: August 28, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Response to the Lake County Legislative Delegation

Introduction:

This is an opportunity for Council to discuss a response to the August 21, 2023, letter from the Lake County Legislative Delegation (Attachment #1).

Discussion:

At the August 15, 2023, City Council Regular Session, Council voted to adopt Resolution No. 2023-32, Safe Place Initiative. On August 21, 2023, the City received the attached letter from the Lake County Legislative Delegation regarding this action.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council discuss a response to the attached letter.

Attachment(s):

1. Letter to the City of Mt Dora from the Lake Co Legislative Delegation

Prepared by: Jeanann Hand, City Clerk

Reviewed by:



THE LAKE COUNTY LEGISLATIVE DELEGATION

REPRESENTATIVE KEITH TRUENOW
REPRESENTATIVE STAN MCCLAIN
REPRESENTATIVE TAYLOR YARKOSKY

SENATOR DENNIS BAXLEY, CHAIR



August 21, 2023

City of Mount Dora
510 N Baker Street
Mount Dora, FL 32757

It has come to our attention that action was taken by the Mount Dora City Council last week to create a “Safe Place” program specific to the LGBTQ+ community. Let us be clear by saying, this is extremely concerning to the folks in Lake County on many levels! Could you please tell us what specifically has transpired in the City of Mount Dora to lead to such action being needed by your council? Do we have specific reports and/or incidents happening on a regular basis? We are confident that the answer is no! In fact, we had to go back over 12 years to find reports in your area regarding any such bigotry, prejudice, or outright hate crimes being reported.

We believe that you are putting the City of Mount Dora in the crosshairs of potentially detrimental, and absolutely unnecessary, economic harm. In light of what we have seen around this country in regards to the pushback and unprecedented financial harm to long standing American made companies such as Anheuser-Busch and Target Corporation, this local “Safe Place” program is negligent, irresponsible and divisive at best. You are picking winners and losers in your city with this program and alienating otherwise friendly businesses and residents from one another on the basis of their participation, or lack thereof, in this virtue signaling program. Furthermore, in regards to the outcome on public safety, we believe you are in fact creating a less safe environment in Mount Dora, contrary to the intentions you proclaim.

We will be addressing this matter tomorrow at the Lake County Delegation meeting beginning at 9:00 AM in Leesburg at the Venetian Center. We respectfully ask you to attend and explain your actions here and the thinking behind it. We apologize for sending this letter on the eve of the meeting but this whole matter has emerged fairly quickly. Our job as the leaders of this county is to “get it right” for ALL people in Lake County. That being said, please be assured that we are considering all legislative, legal and executive options available to us to quickly and permanently address this matter to ensure it never causes any financial harm to any business in this county. We simply won’t stand for any policy that leads to divisive and unsafe conditions for the residents of our great county. This absolutely goes against all the Constitutional, Biblical, Law and Order principles that this country was founded on and still continue to make this country great today, where deployed...

Thank you very much and may God Bless Lake County!

Respectfully,

The Lake County Legislative Delegation

Senator Dennis Baxley, Chairman
Representative Keith Truenow
Representative Taylor Yarkosky
Representative Stan McClain

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