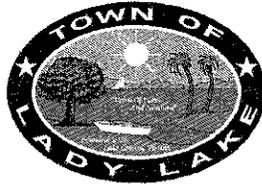


TNA-D



REGULAR PLANNING AND ZONING BOARD MEETING

Date: Monday, November 9, 2015
Time: 5:30 p.m.
Place: Town Hall Commission Chambers
409 Fennell Blvd., Lady Lake

ALL INTERESTED PERSONS ARE CORDIALLY INVITED TO ATTEND THIS PUBLIC MEETING

AGENDA

CALL TO ORDER: John Gauder, Chairperson

PLEDGE OF ALLEGIANCE

ROLL CALL

OPEN FORUM

INTRODUCTION OF NEW BOARD MEMBERS: Peter Chiasson & Diana Crouch

NEW BUSINESS:

1. **Approval of Minutes** – September 14, 2015 Meeting
2. **Ordinance No. 2015-15** – Annexation – The Villages of Lake-Sumter, Inc. – Annexing Three Lots of Approximately 0.43 +/- Acres – Located within Orange Blossom Gardens Units 2 and 3.1B within Lake County, Florida (Wendy Then)
3. **Ordinance No. 2015-16** – Small Scale Future Land Use Comprehensive Plan Amendment – The Villages of Lake-Sumter, Inc. – Small Scale Future Land Use Comprehensive Plan Amendment from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density for Three Lots of Approximately 0.43 +/- Acres – Located within Orange Blossom Gardens Units 2 and 3.1B within Lake County, Florida (Wendy Then)
4. **Ordinance No. 2015-17** – Rezoning – The Villages of Lake-Sumter, Inc. – Rezoning from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8) for Three Lots of Approximately 0.43 +/- Acres – Located within Orange Blossom Gardens Units 2 and 3.1B within Lake County, Florida (Wendy Then)
5. **Ordinance No. 2015-18** – Adopting Corrections, Updates and Modifications to the Capital Improvements Schedule of the Town of Lady Lake Comprehensive Plan (Wendy Then)

6. **Ordinance No. 2015-19** – Amending the Town of Lady Lake Land Development Regulations, Chapter 10, Section 5, Entitled “Tree Protection” (Wendy Then)
7. **Lumen Park–Final Commercial Plat** – A Commercial Subdivision Consisting of 23 Lots on a 30-Acre Parcel – Located North of County Road 466, Approximately 1000± Ft. East of the Sumter County Line on Highway 466 within the Town of Lady Lake (AK #2543370, #2563842, & #1739861) (Wendy Then)

CHAIRPERSON/MEMBERS’ REPORT

ADJOURN

NOTE: THIS BOARD IS ADVISORY; ALL RECOMMENDATIONS ARE FORWARDED TO THE TOWN COMMISSION.

This public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing impaired or the visually impaired should contact the Clerk's Office at least five (5) calendar days prior to the meeting and an interpreter will be provided. To access a Telecommunication Device for Deaf Persons (TDD), please call (352) 751-1565. Any handicapped person requiring special accommodation at this meeting should contact the Clerk's Office at least five (5) calendar days prior to the meeting. Advice to the Public: If a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he may need a verbatim record of the proceedings including the testimony and evidence, a record of which is not provided by the Town of Lady Lake. (F.S. 286-0105) Please be advised that one or more members of any other Town Board or Committee may be in attendance of this meeting.

NS/Word/Town Clerk/Agendas/P&Z Meeting – 11-09-15



MINUTES OF THE TOWN OF LADY LAKE
REGULAR PLANNING AND ZONING BOARD MEETING
LADY LAKE, FLORIDA

September 14, 2015
5:30 p.m.

The Planning and Zoning Board Meeting was held in the Town Hall Commission Chambers, 409 Fennell Blvd., Lady Lake, Florida.

CALL TO ORDER: John Gauder, Chairperson

PLEDGE OF ALLEGIANCE: John Gauder, Chairperson

ROLL CALL Alfred Monteleone, Member
William Sigurdson, Vice Chairperson/Member
John Gauder, Chairperson

Member Absent: Michael McKenzie, Member

STAFF MEMBERS PRESENT: Thad Carroll, Growth Management Director; Wendy Then, Town Planner; Kris Kollgaard, Town Manager; and Nancy Slaton, Deputy Town Clerk

Also Present: Attorney Sasha Garcia, BRS Legal; Mayor Ruth Kussard and Commissioner Paul Hannan

OPEN FORUM:

Chairperson Gauder asked if anyone in the audience had any comments or questions. Three were no comments or questions.

NEW BUSINESS:

- 1. **Approval of Minutes** – August 10, 2015 Regular Meeting

Upon a motion by Member Sigurdson and a second by Member Monteleone, the Planning and Zoning Board approved the minutes of the Planning and Zoning Board Meeting of August 10, 2015 as presented by a vote of 3-0.

- 2. **Resolution No. 2015-108 – Kevco Builders for Cezary & Patricia Fronczak – Requesting an After-the-Fact Variance Pursuant to the Provisions of Chapter 5, Section 5-4).C).4). to Increase the Maximum Impervious Surface Area from 35% to 42.8% of the Lot Size to Retain Concrete Improvements Already Made Such as Rear Patio Concrete Slab, Driveway, and Connecting Sidewalk – Located at 510 Dowling Circle (Wendy Then)**

Wendy Then, Town Planner, presented the background summary for this agenda item (on file in the Clerk's Office) and read the ordinance by title. She stated that the applicant, Bryan Smith Kevco, has filed a variance application on behalf of property owners Cezary & Patricia Fronczak from the provisions of Chapter 5, Section 5-4).c).4).E). of the Land Development Regulations (LDRs) which

1 states that the maximum impervious surface within the RS-3 Zoning should not exceed 35%. She
 2 stated that the applicant proposes the impervious surface area to be increased from 35% to 42.8% to
 3 be allowed to retain concrete improvements already constructed as rear patio concrete slab,
 4 driveway, and sidewalk constructed at 510 Dowling Circle (Alternate Key 3682904). Aerial views
 5 and photos of the property were shown, along with the zoning of the property and adjacent parcels.

6
 7 Ms. Then reported that during the construction of the single family residence 510 Dowling Circle,
 8 certain concrete improvements were completed that originally were not part of the zoning clearance
 9 issued for the Single Family Residence project (Permit No. 15-0173) as it relates to concrete to be
 10 poured on the site. Upon submittal of an as-built survey to the Growth Management Department, it
 11 was determined that the total impervious surface area was increased to 6,634.38 sq. ft. within the
 12 15,499.87 sq. ft. lot, yielding 42.8% of impervious surface area (concreted area) in the lot. At this
 13 time, the applicant is requesting an increase of 7.8% of what is currently allowed under the RS-3
 14 Zoning District.

15
 16 Ms. Then stated that as required of this application, a Justification Statement has been submitted.
 17 She reported that the applicant stated that the concrete flatwork was an oversight during
 18 construction; it is mostly within the setback, and all building codes have been followed. Further,
 19 the applicant stated that these improvements bring a new tax roll for the Town and the final product
 20 is consistent with the quality of the homes built within this neighborhood. Additionally, the denial
 21 of the variance would create a hardship should the owner have to remove approximately 1000 sq. ft.
 22 of concrete; which would have to be redone with pavers and the finish would not be the same.
 23 Lastly, the Homeowners Association (HOA) is aware of the variance and has provided a letter of
 24 support/approval for the concrete improvements. A copy of the letter from the HOA was shown.

25
 26 When reviewing an application for a variance, the Planning and Zoning Board and the Town
 27 Commission shall consider the following requirements and criteria according to Chapter 3, Section
 28 14 f) – Review criteria for variances in the Land Development Regulations:

- 29
 30 1. No diminution in value of surrounding properties would be suffered.
 31 2. Granting the permit would be of benefit to the public interest.
 32 3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
 33 4. The use must not be contrary to the spirit of this Code.
 34 5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves
 35 constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify
 36 granting of a variance.
 37 6. Physical hardships such as disabilities of any applicant may be considered grounds to justify
 38 granting of a variance at the discretion of the Town Commission.

39
 40 The subject property lies in Section 05, Township 18, Range 24, in Lady Lake, Florida. The
 41 property is zoned “RS-3” - Single Family Low Density (up to three dwelling units per acre), which
 42 permits the construction of these residential improvements. The Future Land Use Map designation
 43 for the site is SF-LD (Single Family Low Density).

44
 45
 46 **Zoning/Future Land Use**

Subject Property	RS-3- Single Family Low Density/ SF-LD
Zoning of Adjacent Properties	
West	RS-3- Single Family Low Density/ SF-LD

East	RS-3- Single Family Low Density/ SF-LD
North	RS-3- Single Family Low Density/ SF-LD
South	RS-3- Single Family Low Density/ SF-LD

1
2 Ms. Then reported that notices to inform the surrounding property owners (9) within 150' of the
3 subject property of the proposed variance were mailed by certified mail return receipt on Monday,
4 August 31, 2015 and the property was also posted this same day. She stated that six of nine notices
5 have been returned as received, and there have been no objections and the one letter of support from
6 the homeowners' association.

7
8 Ms. Then stated that the Technical Review Committee (TRC) members individually reviewed the
9 application for Resolution No. 2015-108 and provided comments on September 4, 2015 that
10 determined the application complete and ready for transmittal to the Planning and Zoning Board
11 and Town Commission. The Town Commission is scheduled to consider the application for
12 Resolution No. 2015-108 for first/final reading at their regular meeting on Monday, October 5,
13 2015.

14
15 Ms. Then stated the property owners are present if there are any questions.

16
17 Chairperson Gauder asked if anyone on the Board or anyone in the audience has any questions or
18 comments.

19
20 Commissioner Paul Hannan stated that this property is in his ward, and he is aware of what is going
21 on with the property.

22
23 *Upon a motion by Member Sigurdson and a second by Member Monteleone, the Planning and*
24 *Zoning Board recommended transmittal and approval of Resolution No. 2015-108 to the Town*
25 *Commission for consideration by the following roll call vote:*

26
27 **MONTELEONE YES**
28 **SIGURDSON YES**
29 **GAUDER YES**

30
31 **3. Resolution No. 2015-110 – SRK Lady Lake 43 Associates, LLC for SteinMart –**
32 **Variance Request Pursuant to Chapter 17, Section 4.b.2.E. to Allow a Secondary Wall Sign to**
33 **be Placed on the Southeast Elevation of the Building Referenced as Retail Tenant Space 1 –**
34 **Located within the Lady Lake Crossing Plaza at 456 North Highway 27/441 (Wendy Then)**

35
36 Wendy Then, Town Planner, presented the background summary for this agenda item (on file in the
37 Clerk's Office) and read the ordinance by title. She stated that on August 26, 2015, Town staff
38 received a variance application from applicant Martin J. DelleBovi with SRK Lady Lake 43
39 Associates for secondary wall signage to be placed on the southeast elevation of the building facing
40 North Highway 27/441, referenced as Retail Tenant Space 1, located within the Lady Lake Crossing
41 Plaza. The applicant, Martin J. DelleBovi with SRK Lady Lake 43 Associates, has filed the
42 variance application for the SteinMart Department Store to be located at the Lady Lake Crossing
43 Plaza for property addressed as 456 North Highway 27/441.

44
45 Ms. Then stated the variance request has been made pursuant to the provisions of Chapter 17,
46 Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations, which only allows wall

1 signs to be placed on the main façade of the business. The proposed sign would be approximately
2 32'3" X 6' or 193.5 sq. ft. in copy area. She stated staff recommends approval. Aerial views of the
3 subject property were shown.

4
5 Ms. Then stated that as required of this application, a Justification Statement has been submitted.
6 The applicant stated that having the channel letter signs facing this elevation will assist the
7 northbound traffic in identifying the store's location. Additionally, the applicant indicated that
8 drivers coming south to north on Fennell Boulevard would be better directed to the store, thus
9 providing advanced direction to prepare them to make an upcoming left into the property. Lastly,
10 the applicant feels that given the size of the building for this anchor store, featuring wall signage
11 consistent with the one already installed on the main façade of the business is more in line with
12 Commercial Design Standards and the spirit of the Sign Code rather than an empty façade on that
13 significant elevation. Renderings of the building were presented showing the façade with and
14 without the proposed signs, and photos of the building under construction and the area from US
15 Hwy 27/441 were shown.

16
17 When reviewing an application for a variance, the Planning and Zoning Board and the Town
18 Commission shall consider the following requirements and criteria according to Chapter 3, Section
19 14 f) – Review criteria for variances in the Land Development Regulations:

- 20
21 1. No diminution in value of surrounding properties would be suffered.
22 2. Granting the permit would be of benefit to the public interest.
23 3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
24 4. The use must not be contrary to the spirit of this Code.
25 5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves
26 constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify
27 granting of a variance.
28 6. Physical hardships such as disabilities of any applicant may be considered grounds to justify
29 granting of a variance at the discretion of the Town Commission.

30
31 The subject property lies in Section 08, Township 18, Range 24, in Lady Lake, Florida. The
32 property is zoned "PUD" Planned Unit Development, which permits the development in existence.
33 The Future Land Use Map designation for the site is RET (Commercial General-Retail Sales and
34 Services). The requested use is consistent with the adopted Memorandum of Agreement of
35 Ordinance No. 2006-04 for the Lady Lake Crossing Plaza and the directives of the Comprehensive
36 Plan and adopted Land Development Regulations.

37
38 Ms. Then reported that notices to inform the surrounding property owners (3) within 150' of the
39 subject property of the proposed variance were mailed by certified mail return receipt on Monday,
40 August 31, 2015 and the property was posted this same day. She stated there have been no
41 objections or letters of support received thus far.

42
43 Ms. Then noted that a second variance has been submitted concurrently with this application
44 requesting to increase wall sign copy area to accommodate the proposed secondary wall sign.

45
46 Ms. Then reported that the Technical Review Committee (TRC) members individually reviewed the
47 application for Resolution No. 2015-110 and provided comments on September 4, 2015 that
48 determined the application complete and ready for transmittal to the Planning and Zoning Board
49 and Town Commission. The Town Commission is scheduled to consider the application for

1 Resolution No. 2015-110 for first/final reading at their regular meeting on Monday, October 5,
2 2015. She stated Mr. DelleBovi is present if there are any questions.

3
4 Member Monteleone asked if the resolution is only for a secondary wall sign.

5
6 Ms. Then clarified that the Town's sign code does not allow for secondary wall signs if there is not
7 a public entrance, and this application requests a variance for that.

8
9 *Upon a motion by Member Monteleone and a second by Member Sigurdson, the Planning and*
10 *Zoning Board recommended transmittal and approval of Resolution No. 2015-110 to the Town*
11 *Commission for consideration by the following roll call vote:*

12		
13	MONTELEONE	YES
14	SIGURDSON	YES
15	GAUDER	YES
16		

17 **7. Resolution No. 2015-111 – SRK Lady Lake 43 Associates, LLC for SteinMart –**
18 **Variance Request Pursuant to Chapter 17, Section 4.b.2. to Increase Wall Sign Copy Area an**
19 **Additional 187 Sq. Ft. from the Maximum 200 Sq. Ft. Allowed for a Secondary Wall Sign for**
20 **Retail Tenant Space 1 – Located within the Lady Lake Crossing Plaza at 456 North Highway**
21 **27/441 (Wendy Then)**

22
23 Wendy Then, Town Planner, presented the background summary for this agenda item (on file in the
24 Clerk's Office) and read the ordinance by title. She stated that the applicant, Martin J. DelleBovi
25 with SRK Lady Lake 43 Associates, has filed the second variance application requesting to increase
26 allowable wall sign copy area to accommodate the proposed secondary wall sign for the SteinMart
27 Department Store to be located at Retail Tenant Space 1 at the Lady Lake Crossing Plaza, for
28 property addressed as 456 North Highway 27/441. She stated that pursuant to the provisions of
29 Chapter 17, Section 17-4.b).2), wall sign copy area cannot exceed a total of 200 sq. ft. per tenant.
30 SteinMart has already installed a wall sign approximately 193.5 sq. ft. on the main façade of the
31 business and the proposed secondary wall sign would be the same size; thus prompting the submittal
32 of a concurrent variance addressing the additional increase in signage.

33
34 Ms. Then stated that the requests is to allow an additional 187 sq. ft. from the maximum 200 sq. ft.
35 allowed, for a total of 387 sq. ft. of wall sign copy area, since each sign would be 193.5 sq. ft. She
36 stated that staff recommends approval of this request. Aerial views, photos of the site and the
37 posting, and zoning of the property and adjacent parcels were shown.

38
39 As required of this application, a Justification Statement has been submitted. The applicant stated
40 that having the channel letter signs facing this elevation will assist the northbound traffic in
41 identifying the store's location. Additionally, the applicant indicated that drivers coming south to
42 north on Fennell Blvd. would be better directed to the store, thus providing advanced direction to
43 prepare them to make an upcoming left into the property. Lastly, the applicant feels that given the
44 size of the building for this anchor store, featuring wall signage consistent with the one already
45 installed on the main façade of the business is more in line with Commercial Design Standards and
46 the spirit of the Sign Code rather than an empty façade on that significant elevation.

1 When reviewing an application for a variance, the Planning and Zoning Board and the Town
2 Commission shall consider the following requirements and criteria according to Chapter 3, Section
3 14 f) – Review criteria for variances in the Land Development Regulations:

- 4
- 5 1. No diminution in value of surrounding properties would be suffered.
- 6 2. Granting the permit would be of benefit to the public interest.
- 7 3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
- 8 4. The use must not be contrary to the spirit of this Code.
- 9 5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves
10 constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify
11 granting of a variance.
- 12 6. Physical hardships such as disabilities of any applicant may be considered grounds to justify
13 granting of a variance at the discretion of the Town Commission.
- 14

15 The subject property lies in Section 08, Township 18, Range 24, in Lady Lake, Florida. The
16 property is zoned “PUD” Planned Unit Development, which permits the development in existence.
17 The Future Land Use Map designation for the site is RET (Commercial General-Retail Sales and
18 Services). The requested use is consistent with the adopted Memorandum of Agreement of
19 Ordinance No. 2006-04 for the Lady Lake Crossing Plaza and the directives of the Comprehensive
20 Plan and adopted Land Development Regulations.

21
22 Ms. Then reported that notices to inform the surrounding property owners (3) within 150’ of the
23 subject property of the proposed variance were mailed by certified mail return receipt on Monday,
24 August 31, 2015 and the property was also posted on this date.

25
26 Ms. Then reported that the Technical Review Committee (TRC) members individually reviewed the
27 application for Resolution No. 2015-111 and provided comments on September 4, 2015 that
28 determined the application complete and ready for transmittal to the Planning and Zoning Board and
29 Town Commission. The Town Commission is scheduled to consider the application for Resolution
30 No. 2015-111 for first/final reading at their regular meeting on Monday, October 5, 2015.

31
32 Chairperson Gauder asked if there were any comments or questions from the Board members and the
33 audience.

34
35 Vice Chairperson Sigurdson commented that this request for signage large enough to be viewed from
36 the road is understandable.

37
38 *Upon a motion by Member Monteleone and a second by Member Sigurdson, the Planning and*
39 *Zoning Board recommended transmittal and approval of Resolution No. 2015-111 to the Town*
40 *Commission for consideration by the following roll call vote:*

41		
42	MONTELEONE	YES
43	SIGURDSON	YES
44	GAUDER	YES
45		

46 **7. Ordinance No. 2015-11 – David Springstead – Rezoning 49 +/- Acres of Land Owned**
47 **by Elijah Bailey, Jr., from Heavy Commercial (HC) To Planned Unit Development (PUD) --**
48 **Located North of Lake Ella Road, and West of Hwy 27/441 (Alt. Key #1282594, #1282608,**
49 **#3374916) (Wendy Then)**

1 Wendy Then, Town Planner, presented the background summary for this agenda item (on file in the
2 Clerk's Office) and read the ordinance by title. She stated that the applicant, David Springstead, on
3 behalf of the property owner Elijah Bailey, Jr., has filed an application to amend the zoning
4 designation for property being 49 +/- acres, located north of Lake Ella Road and west of Hwy
5 27/441, referenced by Alternate Key #1282594, #1282608, and #3374916.

6
7 Ms. Then stated the subject property is currently vacant and the applicant is requesting to rezone the
8 property to Planned Unit Development (PUD) to allow the following uses: General Retail, Office
9 Use, Restaurants, Apartments, Condominiums, Hotels, Restaurant with Bar, and Medical Treatment
10 Use. Exhibit "C" was included in the packet and detailed the proposed uses and buildings in their
11 foreseen locations on the property. She stated the property was formerly zoned Planned Unit
12 Development (PUD) under Ordinance No. 2005-20, which provided entitlements for many of the
13 same uses as provided by the current Heavy Commercial zoning under Ordinance No. 2011-19.
14 The intent of Ordinance No. 2011-19 was to rezone the property in a manner that would allow it to
15 be subdivided and marketed in a more flexible manner as potential developers would have had to
16 adhere to the PUD Ordinance No. 2005-20.

17
18 Ms. Then stated that at this time, the property owner has a potential buyer who would like to
19 establish a variety of uses on the property, including apartments, which was removed as an
20 approved use under the Heavy Commercial rezoning of Ordinance 2011-19. She stated that staff
21 recommends approval of this ordinance.

22
23 The Future Land Use designation of Commercial General – Retail Sales and Services (RET) is the
24 appropriate designation for what the applicant is seeking by this rezoning request; therefore, a future
25 land use map amendment is not needed. The zoning designation of the subject property and the
26 adjacent property was reviewed as follows:

27 **Zoning Designations**

28

29 Subject Properties	Lady Lake - Heavy Commercial (HC)
30 Future Land Use of Adjacent Properties	
31 West	Lady Lake- Commercial Residential Single Family (RS-6)
32 East	Lady Lake – Heavy Commercial (HC)
33 North	Lady Lake – Heavy Commercial (HC)
34 South	Fruitland Park – Neighborhood Commercial (C-1)

35

36 Photos and aerial views of the property were shown with an overlay of current and proposed zoning
37 maps.

38
39 Ms. Then reviewed the highlights of the proposed changes to include property setbacks as follows:

- 40
- 41 • All structures erected on the Property shall have zero (0) foot lot setback lines from lot lines
42 located within the Property.
 - 43 • All structures erected on the Property shall have a ten (10) foot minimum setback from
44 contiguous property not zoned residential.
 - 45 • All structures erected on the Property shall have a twenty (20) foot minimum setback from
46 contiguous property zoned residential.
 - 47 • All structures erected on the Property shall have a minimum fifty (50) foot setback from the
48 right of way for U.S. Highway 441/27. This setback does not apply to walls, signage and
49 signage structures, so long as they are uninhabitable.

- 1 • All structures erected on the Property shall have a minimum thirty-five (35) foot setback from
2 the right of way for Lake Ella Road. This setback does not apply to walls, signage and signage
3 structures, so long as they are uninhabitable.
- 4 • No greater setbacks or separations than those described above shall be imposed by the Town's
5 Code of Ordinances, Land Development Regulations, or zoning ordinances, except as required
6 by the Town's Life Safety Code.

7
8 A rendering of the proposed master plan for the site was shown.

9
10 Ms. Then reported that notices to inform the surrounding property owners (26) within 150' of the
11 property of the proposed rezoning were mailed by certified mail return receipt on Monday, August
12 31, 2015 and the property was also posted this same day. She stated that 24 of the 26 notices have
13 been returned as received and no objections or letters of support have been received, although there
14 have been three general inquiries about the proposal.

15
16 Ms. Then noted the following comments:

- 17
18 • The PUD may be developed in phases; however, parking, stormwater, and all other
19 requirements of the site plan must be in place for each phase to stand alone.
- 20 • Site Plans will be required for each phase of the development.
- 21 • All development on the property will be served by Town Utilities.

22
23 Ms. Then reported that the Technical Review Committee (TRC) members individually reviewed
24 application for Ordinance No. 2015-11, provided comments on September 1, 2015, and determined
25 the application to be complete and ready for transmittal to the Planning and Zoning Board. The
26 Town Commission is scheduled to consider Ordinance No. 2015-11 for first reading on Monday,
27 October 5, 2015 at 6:00 p.m. The second and final reading will be held on Monday, October 19,
28 2015 at 6:00 p.m.

29
30 Chairperson Gauder asked if there were any comments or questions from the Board members and the
31 audience.

32
33 *Upon a motion by Member Sigurdson and a second by Member Monteleone, the Planning and*
34 *Zoning Board recommended transmittal and approval of Ordinance No. 2015-11 to the Town*
35 *Commission for consideration by the following roll call vote:*

36
37 **MONTELEONE** YES
38 **SIGURDSON** YES
39 **GAUDER** YES
40

41 **8. Ordinance No. 2015-13 – Amending the Text of Policy 1-10.1, F) of the Future Land**
42 **Use Element of the Lady Lake Comprehensive Plan 2030 – Allowing for the Construction of**
43 **Individual Single Family Dwelling Units on Lots of Record Existing as of September 21, 2006,**
44 **in the Manufactured Home High Density (MH-HD) Future Land Use Designation (Wendy**
45 **Then)**

46
47 Wendy Then, Town Planner, presented the background summary for this agenda item (on file in the
48 Clerk's Office) and read the ordinance by title. She stated that this is a housekeeping item that staff

1 has brought forward; the Town of Lady Lake has filed a text amendment to the Comprehensive Plan
2 2030 in an effort to address a necessary correction to the description of the Manufactured Home
3 High Density (MH-HD) Future Land Use (FLU) Classification. She stated that this amendment is
4 directly related to the request to annex properties in the Orange Blossom Gardens Subdivisions into
5 the Town of Lady Lake, and to rezone them to the Mixed Residential Medium Density (MX-8) FLU
6 classification.

7
8 Ms. Then reviewed the background for this amendment as follows:
9

10 Orange Blossom Gardens has been in existence since the 1960's and began as a mobile home
11 community in Lake County, Florida (unincorporated). In the 1980's, the Town of Lady Lake began
12 to annex areas of Orange Blossom Gardens, assigning them the R-3 zoning classification which
13 permitted mobile home construction. In August of 1989, Ordinance 89-22 of the Town of Lady
14 Lake amended the R-3 classification of the Town's zoning ordinance to allow mobile homes, as
15 well as pre-fabricated homes. In the following year, under Ordinance 90-102, the Town again
16 amended the R-3 zoning category to allow site-built homes.

17
18 On August 15, 1994, through Ordinance 94-08, the Town of Lady Lake elected to repeal numerous
19 ordinances and provisions by adopting "The Land Development Code of the Town of Lady Lake",
20 as well as an accompanying Town Zoning Map. The properties of Orange Blossom Gardens were
21 given the zoning classification of Mixed Residential Medium Density (MX-8), which permitted
22 mobile home construction as well as single-family conventional construction.

23
24 Finally, under Ordinance 2006-68 adopted September 21, 2006, the Town Commission of the Town
25 of Lady Lake amended the language the Manufactured Home High Density (MH-9) to allow
26 individual single family dwelling units to be located on lots of record existing as of September 21,
27 2006. Until that time, the MH-9 zoning classification was the only residential classification that did
28 not permit single-family residential construction. Given the age of many of the mobile homes in the
29 community, the ordinance expanded the opportunity for those choosing to replace their mobile
30 home to do so with a conventional single family home.

31
32 Again, the Orange Blossom Gardens/Hills areas of The Villages were rezoned MX-8 in 1994;
33 therefore, the zoning has long been in place for either construction type. However, concurrent with
34 the adoption of Ordinance 94-08, the Town failed to amend the Future Land Use Classification to
35 Mixed Residential Medium Density (MR-MD), the properties remained under the MH-HD future
36 land use classification which permitted only the manufactured home and mobile home construction
37 types.

38
39 Given that the MX-8 zoning classification density (eight dwelling units per acre) is less than the
40 density allowed under the Manufactured Home High Density classification (nine dwelling units per
41 acre), at this time, the Town is requesting a text amendment to the Comprehensive Plan to
42 incorporate the necessary language to the MH-HD future land use classification to allow both
43 housing types as intended under Ordinance 94-08, and edified by the adoption of Ordinance 2006-
44 68 to allow the replacement of mobile and manufactured homes town-wide (at least for those lots of
45 record which existed prior to September 21, 2006, of which those lots assigned MX-8 in 1994
46 within the Villages qualify). The amendment will in no way prohibit the residents of the MH-HD
47 future land use classification from choosing the construction type of their home through its passage.
48

1 This amendment is consistent with the Town’s Comprehensive Plan policy: Policy HSG 1-1.2:
2 Promote a Diversity of Housing Types. The Town’s Future Land Use Map shall designate the
3 appropriate land uses to accommodate a diversity of housing needs.

4
5 Ms. Then reported that the Local Planning Agency is scheduled to consider Ordinance No. 2015-13
6 on Wednesday, September 16, 2015, at 5:45 p.m. The Town Commission is scheduled to consider
7 Ordinance No. 2015-13 for second and final reading on Monday, October 5, 2015 at 6:00 p.m.

8
9 Chairperson Gauder asked if there were any comments or questions from the Board members and
10 the audience.

11
12 Vice Chair Sigurdson asked if this ordinance effects anything voted on in the last meeting.

13
14 Growth Management Director Thad Carroll stated that this ordinance will be submitted concurrent
15 with the rezoning and comprehensive plan amendment for the annexations. He stated that although
16 the property has had the correct zoning since 1994, the language was not incorporated into the comp
17 plan to allow both housing types, and this ordinance corrects that oversight.

18
19 *Upon a motion by Member Monteleone and a second by Member Sigurdson, the Planning and*
20 *Zoning Board recommended transmittal and approval of Ordinance No. 2015-13 to the Town*
21 *Commission for consideration by the following roll call vote:*

22		
23	MONTELEONE	YES
24	SIGURDSON	YES
25	GAUDER	YES
26		

27 **CHAIRPERSON/MEMBERS’ REPORT:**

28
29 Chairperson Gauder asked if the members had any comments. There were no comments.

30
31 **ADJOURN:** *With nothing further to discuss, the meeting was adjourned at 6:01 p.m.*

32
33
34
35
36 _____
Nancy Slaton, Deputy Town Clerk

35
36 _____
John Gauder, Chairperson

37
38 Minutes transcribed Nancy Slaton, Deputy Town Clerk



PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: November 9, 2015

SUBJECT: **Ordinance 2015-15 - The Villages of Lake-Sumter, Inc. – Annexing 3 lots consisting of approximately 0.43 +/- acres of land which are located within Orange Blossom Gardens Units 2 and 3.1B within Lake County, Florida.**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTIONS:

1. **Motion to forward Ordinance 2015-15- The Villages of Lake-Sumter, Inc. –Requesting Annexation of 3 lots consisting of approximately 0.43 +/- acres of land which are located within Orange Blossom Gardens Units 2 and 3.1B within Lake County, Florida, with the recommendation of approval.**
2. **Motion to forward Ordinance 2015-15- The Villages of Lake-Sumter, Inc. –Requesting Annexation of 3 lots consisting of approximately 0.43 +/- acres of land which are located within Orange Blossom Gardens Units 2 and 3.1B within Lake County, Florida, with the recommendation of denial.**

Staff is in support of Motion Number 1

Applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., has filed applications to annex properties consisting of 3 Lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions Units 2 and 3.1B. The annexation application involves 0.43 +/- acres of property from unincorporated Lake County into the Town of Lady Lake.

The 3 lots are spread out along different roads and include the following addresses:

- 1410 LESTER DR LADY LAKE FL 32159
- 912 CINDY DR LADY LAKE FL 32159
- 842 SILVER OAK AVE LADY LAKE FL 32159

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions, a location map, and a sketch of the property have been included with the submitted application. All lots will be served by the Village Center Community Development District Central Water and Sewer System, as well as the District's Fire Department.

In accordance with the provisions of Florida Statute 171.205, and the Interlocal Service Boundary Agreement executed September 4, 2013 between Lake County, Florida and the Town of Lady Lake, Florida, the Town may annex property into the Town which are non-contiguous to the existing municipal boundary. The proposed properties under this application exist as both contiguous and non-contiguous lots.

The annexation application was received on Tuesday, September 15, 2015, and has been reviewed and determined to be complete satisfying the necessary criteria as required for annexation under statutory requirements. The application was found to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.

Notices to inform the surrounding property owners (52) within 150 feet of the properties proposed by annexation request were on Thursday, October 22, 2015. The properties were also posted Thursday, October 22, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2015-15, provided comments on October 27, 2015, and determined the application to be complete and ready for transmittal to the P&Z Board.

Public Hearings

The **Town Commission** is scheduled to consider Ordinance 2015-15 for first reading on Monday, November 16, 2015 at 6:00 p.m. The second and final reading will be held on Monday, December 7, 2015 at 6:00 p.m.

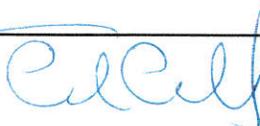
FISCAL IMPACT: \$ TBD – pending value of future homes

Capital Budget Operating Other

ATTACHMENTS: Ordinance(s) Resolution Budget Resolution

Other

Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD		Submitted 11/2/15	Date
FINANCE DEPARTMENT		Approved as to Budget Requirements	Date
TOWN ATTORNEY		Approved as to Form and Legality	Date
TOWN MANAGER		Approved Agenda Item for: 11/9/15	Date 11/2/15

11-2-15

BOARD ACTION: **Approved as Recommended** **Disapproved**
 Tabled Indefinitely **Continued to Date Certain**
 Approved with Modifications

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Section 6. In accordance with the provisions of Section 171.062, Florida Statutes, the property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and County zoning regulations until the Town adopts a Comprehensive Plan Amendment to include this annexed parcel on the Future Land Use Map Series of the Town's Comprehensive Plan.

PASSED AND ORDAINED in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, this 7th day of December, 2015.

TOWN OF LADY LAKE, FLORIDA

Ruth Kussard, Mayor

ATTEST:

Kris Kollgaard, Town Clerk

APPROVED AS TO FORM:

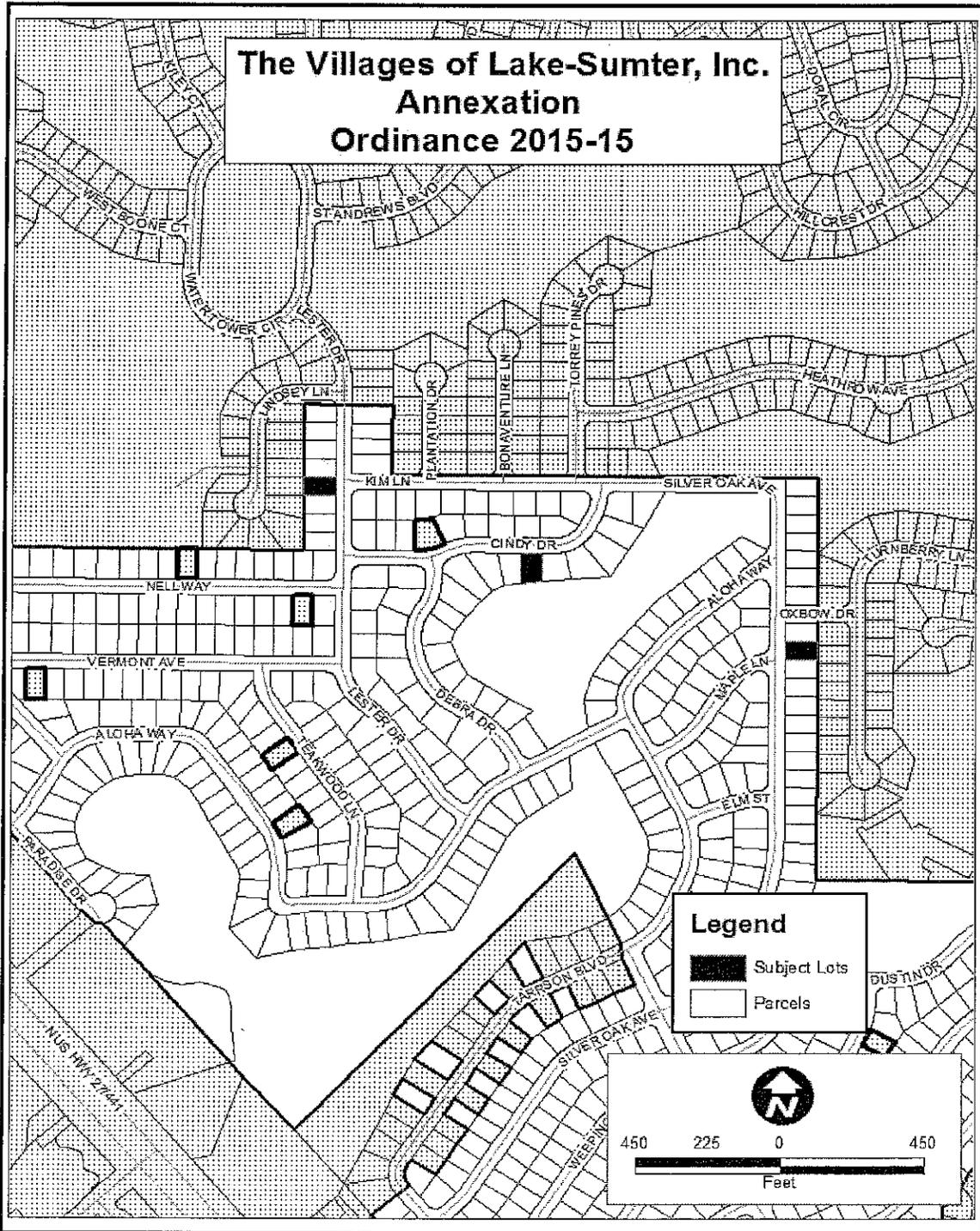
Derek Schroth, Town Attorney

Passed on First Reading: _____

Passed on Second/Final Reading: _____

EXHIBIT "A" - Legal Descriptions & Map

- 1
- 2
- 3 Parcel ID No. 06-18-24-0200-000-13900
- 4 ORANGE BLOSSOM GARDENS UNIT 2 LOT 139 PB 20 PGS 58-59 ORB 4659 PG 1758
- 5 -AND-
- 6 Parcel ID No. 06-18-24-0200-000-06700
- 7 ORANGE BLOSSOM GARDENS UNIT 2 LOT 67 PB 20 PGS 58-59 |ORB 794 PG 1962
- 8 -AND-
- 9 Parcel ID No. 06-18-24-0350-000-23300
- 10 ORANGE BLOSSOM GARDENS UNIT 3-1B LOT 233 PB 25 PG 33 |ORB 4654 PG 1867



The Villages of Lake-Sumter, Inc. Annexation Ordinance 2015-15



Legend

-  Subject Lots
-  Parcels



450 225 0 450



Feet

**TOWN OF LADY LAKE
ANNEXATION APPLICATION**

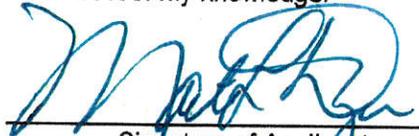
Alternate Key Number See attached list.

1. Owner's Name: The Villages of Lake-Sumter, Inc.
Mailing Address: 1020 Lake Sumter Landing, The Villages, FL 32162
Email Address: See below.
Telephone #: See below.
2. Applicant's Name: The Villages of Lake-Sumter, Inc. - Martin L. Dzuro, V.P.
Mailing Address: 1045 Lake Sumter Landing, The Villages, FL 32162
Email Address: marty.dzuro@thevillages.com
Telephone #: (352) 753-6262
3. Applicant is: Owner Agent ___ Purchaser ___ Lessee ___ Optionee ___
4. Property Address/Location: See attached list.
5. Legal Description of Property to be annexed: See attached list.
6. The property is located in the vicinity of the following streets: Northeast of US 441,
North of Griffin Ave.
7. Area of the property: 18,730.75 Square feet 0.43 Acres
8. Utilities: Central Water Central Sewer Well Septic Tank
9. Existing County zoning of property: RM - Residential Medium
10. Requested zoning of property: MX-8 - Mixed Single Family
11. Number, square footage and present use of the existing structures on the property:
See attached list. If any structures, they are Residential.
12. Proposed use of the property: Residential
13. Has any land use application been filed within the last year in connection with this property? Yes No. If yes, briefly describe the nature of the request and the date this was done:

14. Attach a list of the owner's names and mailing addresses for all property lying within a one hundred fifty (150) foot radius surrounding the property legally described in this application.

Applications shall include a legal description of the property, proof of ownership and authorization from the owner if represented by an agent or contract purchaser.

I certify that the statements in this application are true to the best of my knowledge.



Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FIFTY (50) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATION, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT. ADDITIONAL COPIES OF APPLICATION AND PLANS WILL BE REQUIRED PRIOR TO CONSIDERATION AT THE PLANNING AND ZONING BOARD AND TOWN COMMISSION MEETINGS.

Office Use:

Date Application Received: _____

Received by: _____

Annexation and Rezoning

Fees Paid: _____

APPLICANT'S AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF LAKE**

Before me, the undersigned authority personally appeared Martin L. Dzuro, V.P
The Villages of Lake-Sumter Inc., who being by me first duly sworn on oath, deposes and
says:

- (1) That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.
- (2) That the submittal requirements for the application have been completed and attached hereto as part of this application.
- (3) That the applicant desires Annexation with a MX-8 zoning classification to allow: Mixed Single Family
- (4) That the sign cards will be posted two (2) weeks prior to the Planning and Zoning Board hearing and will remain posted until final determination by the Town Commission after which time the sign cards are to be removed.
- (5) That the applicant acknowledges the obligation to enter into an agreement acceptable to the Town for the extension of municipal water and sewer services as a condition of the annexation.



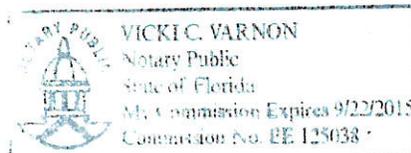
Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 15th day of Sept.,
2015, by Martin L. Dzuro who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.



Notary Public

Vicki C. Varnon



Parcel ID #: 0618240200-000-13900

Lot 139, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Parcel ID #: 0618240200-000-06700

Lot 67, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

-AND-

Parcel ID #: 0618240350-000-23300

Lot 233, Unit 3.1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33 through 35, Public Records of Lake County, Florida.

90,000



Exh. _____
Rec'd _____
Dec _____
Int _____
Total _____

Prepared by and return to:
Gary Fuchs/ess
Attorney at Law
McLin Burnsed
1028 Lake Sumter Landing
The Villages, FL 32162
File No.: P06843

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Warranty Deed

This Warranty Deed made this 31st day of July, 2015 between Frank Harry Hansen, a single man, individually and as Trustee of the Frank Harry Hansen Revocable Living Trust under Agreement dated October 19,1995, whose post office address is 907 Ramos Drive, The Villages, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-13900

Lot 139, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Together with a 1980 HILLMAN Manufactured Home, ID# 02630695AN & # 02630695BN, Florida Title 17713674 & 17713675 bearing Real Property Decals # R078263 & # R078265 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Stacy Spears
Witness Name: Stacy Spears
Jeanette Grunster
Witness Name: Jeanette Grunster

Frank Harry Hansen
Frank Harry Hansen, individually and as Trustee of the Frank Harry Hansen Revocable Living Trust under Agreement dated October 19,1995

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 31st day of July, 2015 by Frank Harry Hansen, a single man, individually and as Trustee of the Frank Harry Hansen Revocable Living Trust under Agreement dated October 19,1995, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Stacy Spears
Notary Public
Printed Name: _____
My Commission Expires: _____
STACY S. SPEARS
MY COMMISSION # FF 072774
EXPIRES: December 20, 2017
Bonded thru Budget Notary Services

100,000 
Prepared by and return to:
Gary Fuchs/jag
Attorney at Law
McLin Burnsed
1028 Lake Sumter Landing
The Villages, FL 32162
File No.: P07248

Est: _____
Rec: 10 _____
Doc: _____
Lit: _____

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Warranty Deed

This Warranty Deed made this 31st day of August, 2015 between Alice P. Astling, a single woman, whose post office address is 1410 Lester Drive, Lady Lake, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-06700

Lot 67, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

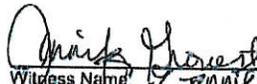
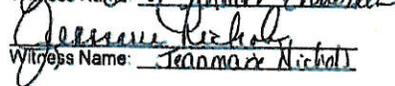
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

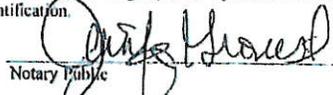

Witness Name: Jennifer Groves

Witness Name: Jeanmarie Nichol


Alice P. Astling

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 31st day of August, 2015 by Alice P. Astling, who is personally known or has produced a driver's license as identification.

[Notary Seal]


Notary Public
Printed Name: Jennifer Groves
My Commission Expires: 12/5/15



65000



Est
Rec
Doc
Int
Total

Prepared by and return to:
Gary Fuchs/jg
Attorney at Law
McLin Burnsed
1028 Lake Sumter Landing
The Villages, FL 32162
File No.: P07185

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Warranty Deed

This Warranty Deed made this 16th day of July, 2015 between Audrey Lorelei Smith, a single woman, whose post office address is 820 Griffin Avenue, Room 232, Lady Lake, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-23300

Lot 233, Unit 3.1B, Orange Blossom Gardens, according to the Plat thereof recorded in Plat Book 25, Pages 33, 34, and 35, Public Records of Lake County, Florida.

Together with a 1983 HILLMAN Manufactured Home, ID# 02610120S, Florida Title 20125096 bearing Real Property Decal # R078942 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Jennifer Groveske
Witness Name: Jennifer Groveske
Deann Shuler
Witness Name: DEANN SHULER

Audrey Lorelei Smith
Audrey Lorelei Smith

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 16th day of July, 2015 by Audrey Lorelei Smith, a single woman, who is personally known or has produced a driver's license as identification.

[Notary Seal]

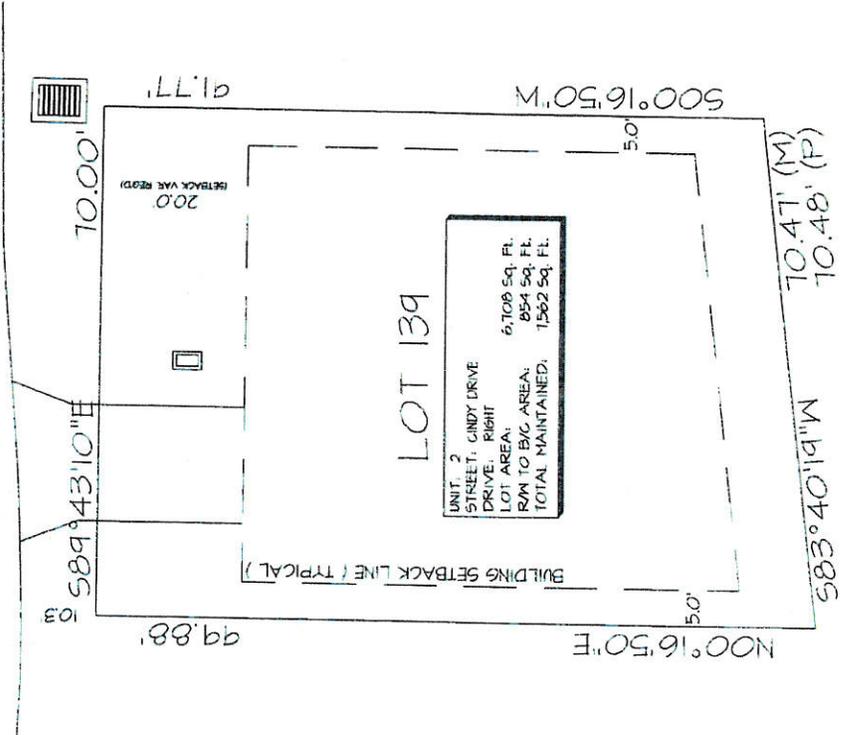


Jennifer Groveske
Notary Public
Printed Name: Jennifer Groveske
My Commission Expires: 12/5/15



SCALE: 1/16"=1'

CINDY DRIVE



- LEGEND:**
- WATER METER
 - IRRIGATION METER
 - ◇ STREET LIGHT
 - ◇ INDICATES PLAT
 - (M) CABLE TV PEDESTAL / 7" OR 8" ROAD
 - (E) TELEPHONE PEDESTAL / 4" OR 12" ROAD
 - (P) ELECTRIC PEDESTAL / 20"x20" PAD
 - (T) ELECTRIC TRANSFORMER / 30"x30" PAD
 - (S) ELECTRIC FEED THROUGH CABINET
 - (V) UTILITY VALVE
 - (M) WATER VALVE
 - (M) FIRE HYDRANT
 - (I) STORM INLET
 - (I) VALLET JITTER INLET
 - (B) CATCH BASIN
 - (M) MANHOLE
 - (A) LINE EXTENDER PEDESTAL / 12"x50"x14"
 - (A) TRUNK-AMP PEDESTAL / 17"x50"x14"
 - (A) SWITCH GEAR: T X I
 - (A) POWER SUPPLY / 20"x30"x58"
 - (A) BOARD / 510/GALVE / PVC FENCE

NOTE: EASEMENTS AND RIGHT OF WAYS IN FAVOR OF THE DEVELOPER ARE HEREBY RESERVED FOR THE CONVEYANCE OF THE PROPERTY. THE MAINTENANCE OF UTILITIES SUCH AS ELECTRIC, LIGHT, WATER, SEWER, STORM DRAINAGE, WATER, GAS, TELEPHONE, CABLE TV, AND TELEGRAPH LINES, AND TELEPHONE LINES OR THE LIKE, ARE THE RESPONSIBILITY OF THE PARTY PROVIDING UTILITIES. THE DEVELOPER IS NOT RESPONSIBLE FOR THE MAINTENANCE OF SUCH EQUIPMENT INSTALLED WITHIN THE LOT. PROVIDERS ARE RESPONSIBLE FOR REPAIRING THE EQUIPMENT TO THE EXTENT OF THE DAMAGE CAUSED BY THE DEVELOPER. HOWEVER, THESE UTILITY PROVIDERS MAY USE THE LOT FOR MAINTENANCE PURPOSES, INCLUDING THE INSTALLATION OF NEW LINES, ETC. THE DEVELOPER IS ADVISED THAT THE EASEMENTS AND RIGHT OF WAYS ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT.

The Villages
landscape

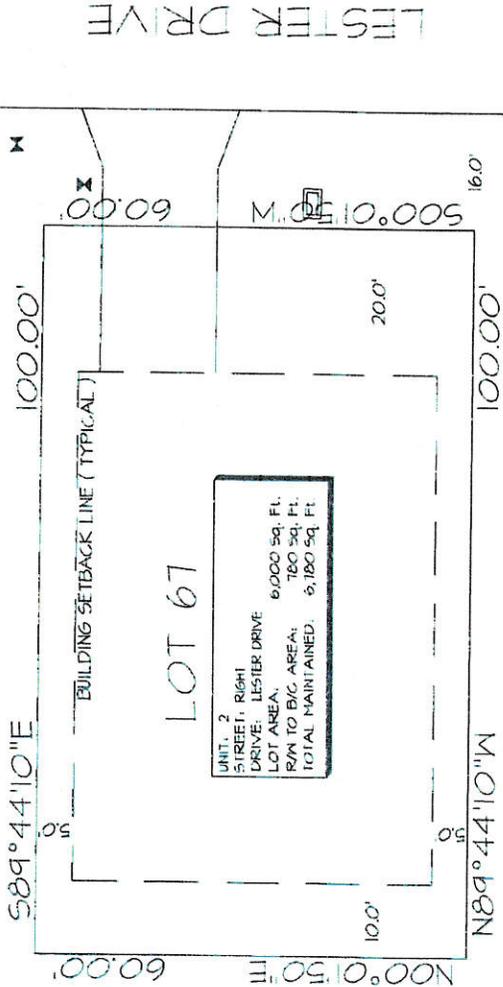
Arnett
 Environmental, LLC

CUSTOMER SIGNATURE: _____
 DATE: _____
 CUSTOMER SIGNATURE: _____
 DATE: _____

THIS IS NOT A SURVEY.
 THE INFORMATION SHOWN HEREIN IS INTENDED TO SHOW PERTINENT INFORMATION FOR THE SUBJECT LOT AS THE INFORMATION SHOWN HAS BEEN OBTAINED THROUGH PRELIMINARY PLAT. FIELD SURVEYING AND CONSTRUCTION PLANS AS SUBMITTED BY THE VARIOUS UTILITY COMPANIES. UTILITY LOCATIONS ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT. THE DEVELOPER IS ADVISED THAT THE EASEMENTS AND RIGHT OF WAYS ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT.



SCALE: 1/16"=1'



UNIT - 2
 5' FREE F. RIGHT
 DRIVE, LESTER DRIVE
 LOT AREA: 6,000 SQ. FT.
 S/M TO B/C AREA: 780 SQ. FT.
 TOTAL MAINTAINED: 6,780 SQ. FT.

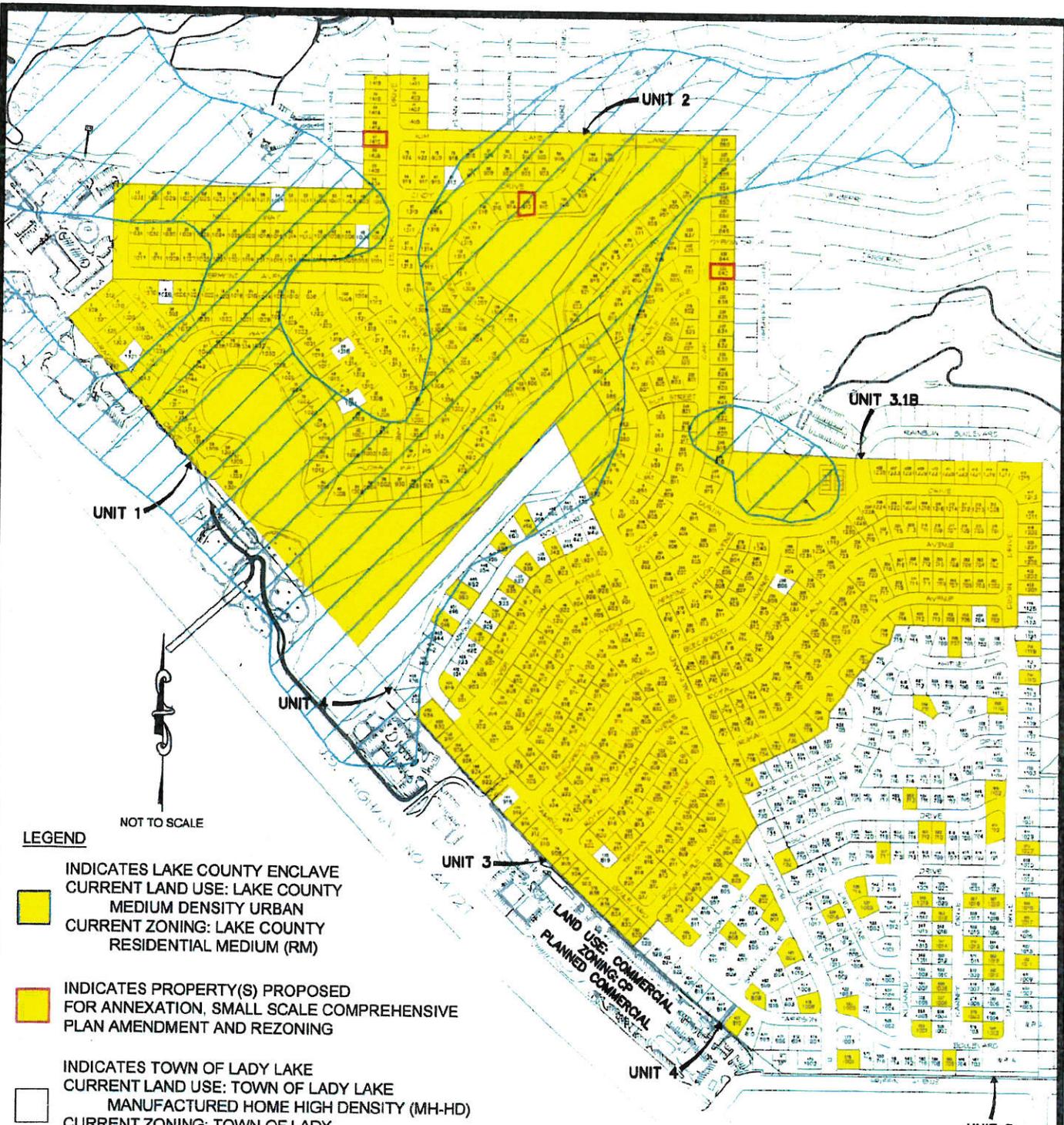
- LEGEND:**
- WATER METER
 - IRRIGATION METER
 - ◇ STREET LIGHT
 - PI INDICATED PLAT
 - INDICATES REASURED
 - TELEPHONE FEED / 1" OR 1 1/2" BOND
 - TELEPHONE FEED / 1" OR 1 1/2" BOND
 - TELEPHONE FEED / 2" BOND
 - ELECTRIC TRANSFORMER / 3/4" X 3" PAD
 - ELECTRIC FEED THROUGH CABINET
 - UTILITY VAULT
 - WATER VALVE
 - FINE HYDRANT
 - STORM INLET
 - VALLEY GUTTER INLET
 - CATCH BASIN
 - MANHOLE
 - LINE EXTENDER FEDERAL / 2" X 30" X 1/4"
 - TRUNK AMP FEEDS / 1" X 30" X 1/4"
 - SWITCH DEAR / T X T
 - POWER SUFFY / 20" X 20" X 50"
 - BOARD / STOCKADE / PVC FENCE

NOTI, BASEMENT, AND RIGHT OF WAYS IN FAVOR OF THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF UTILITIES SUCH AS ELECTRIC LIGHT LINES, TELEVISION, TELEPHONE, RECREATION FACILITIES AND TELEGRAPHY LINES OR THE LIKE. SUCH LAYMENT AREA GOVERNMENT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO WITHIN THE LAYMENT AREA. ALL UTILITIES SHALL BE RESPONSIBLE FOR REPAIRING THE SAME. THESE UTILITY PROVIDERS MAY BE REQUIRED TO ANY UTILIZATION OF SUCH EASEMENTS ACCORDING TO THE TERMS OF THEIR UTILITIES AND SERVICE AGREEMENTS. THESE UTILITY PROVIDERS SHALL BE RESPONSIBLE TO MAINTAIN KNOWLEDGE AS TO THE RIGHT OF WAYS THAT THESE UTILITY PROVIDERS SHALL PLACE THESE ABOVE GROUND ITEMS IN THE



CUSTOMER SIGNATURE: _____ DATE: _____
 CUSTOMER SIGNATURE: _____ DATE: _____

THIS IS NOT A SURVEY
 THE INFORMATION SHOWN HAS BEEN OBTAINED THROUGH PRELIMINARY PLAT FIELD SURVEY AND IS NOT TO BE USED FOR CONSTRUCTION. THE INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. THE VILLAGES OF ARNETT, INC. OR ANY OF ITS AFFILIATED COMPANIES OR EMPLOYEES SHALL NOT BE RESPONSIBLE FOR ANY INACCURACIES OR OMISSIONS IN THIS INFORMATION. THE INFORMATION IS SHOWN ON THIS PLAN FOR ACCURACY OR CORRECTNESS OF THE INFORMATION AS SHOWN ON THIS PLAN.



UNIT 1

UNIT 2

UNIT 3.1B

UNIT

UNIT 3

UNIT 4

UNIT 5

NOT TO SCALE

LEGEND

- 
 INDICATES LAKE COUNTY ENCLAVE
 CURRENT LAND USE: LAKE COUNTY
 MEDIUM DENSITY URBAN
 CURRENT ZONING: LAKE COUNTY
 RESIDENTIAL MEDIUM (RM)
- 
 INDICATES PROPERTY(S) PROPOSED
 FOR ANNEXATION, SMALL SCALE COMPREHENSIVE
 PLAN AMENDMENT AND REZONING
- 
 INDICATES TOWN OF LADY LAKE
 CURRENT LAND USE: TOWN OF LADY LAKE
 MANUFACTURED HOME HIGH DENSITY (MH-HD)
 CURRENT ZONING: TOWN OF LADY
 LAKE MIXED SINGLE FAMILY (MX-8)
- 
 FLOOD ZONE
 MAP# 12069C0154E
 PANEL 154 OF 750 (REVISED 12-18-12)

10 — LOT NUMBER
 100 — 911 NUMBER

**PROPOSED
 ORANGE BLOSSOM GARDENS PROPERTIES
 FOR
 ANNEXATION, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
 AND REZONING
 AUGUST 28, 2015**

List No.	UNIT	LOT	HOUSE NO.	ADDRESS	ALT KEY NO.	Plat Book/Page
1	OBG2	139		912 Cindy Drive	2573597	20/58-59
2	OBG2	67		1410 Lester Drive	1483018	20/58-59
3	OBG3-1B	233		842 Silver Oak Avenue	2594195	25/33-35



September 15, 2015

Thad Carroll
Growth Management Director
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, Florida 32159

Re: Orange Blossom Gardens
Annexation, Small Scale Comprehensive Plan Amendment and Rezoning

Dear Mr. Carroll:

Pursuant to the Interlocal Agreement between Lake County and the Town of Lady Lake effective June 24, 2015 (attached hereto), please accept this letter, check, applications, documents and maps as The Villages of Lake-Sumter, Inc.'s request for Annexation, Small Scale Comprehensive Plan Amendment and Rezoning of certain lots in the County Enclave of Orange Blossom Gardens.

Please place this request on the November 9, 2015 Planning and Zoning Board Agenda. We also request that the Land Planning Agency and Town Commission act on the recommendation of the Planning & Zoning Board at their December 7, 2015 Meetings and Commission for Final Reading on December 21, 2015.

Thank you for your cooperation and assistance. Should you require any additional information or have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Dzuro', is written over the word 'Sincerely,'.

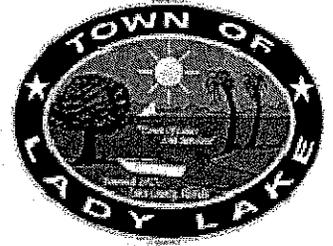
Martin L. Dzuro, V.P.
The Villages of Lake-Sumter, Inc.
Dzuro & Associates
1045 Lake Sumter Landing
The Villages, Florida 32162
352-753-6262
Marty.dzuro@thevillages.com

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159

(352) 751-1500

FAX (352) 751-1510

www.ladylake.org



October 22, 2015

RE: Annexation Ordinance 2015-15, Small Scale Comprehensive Plan Amendment 2015-16, and Rezoning Ordinance 2015-17

Dear Property Owner:

This is to notify you that applications have been filed with the Town of Lady Lake, by Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., to annex, rezone, and amend the future land use designation of 3 Lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions Units 2 and 3.1B. The annexation application involves 0.43 +/- acres of property from unincorporated Lake County into the Town of Lady Lake. The rezoning and small-scale comprehensive plan amendment applications involve the entire 0.43 +/- acres as well. The applicant is seeking to rezone the property from Lake County Residential Medium (RM) to Town of Lady Lake Mixed Residential Medium Density (MX-8). The proposed small-scale comprehensive plan amendment is to change the future land use designation from Lake County Urban Medium Density to Lady Lake Manufactured Home High Density (MH-HD). The applications have been submitted to continue a revitalization project within Orange Blossom Gardens to place new homes on each of the three lots.

Public hearing dates on the petitions are scheduled for the following dates:

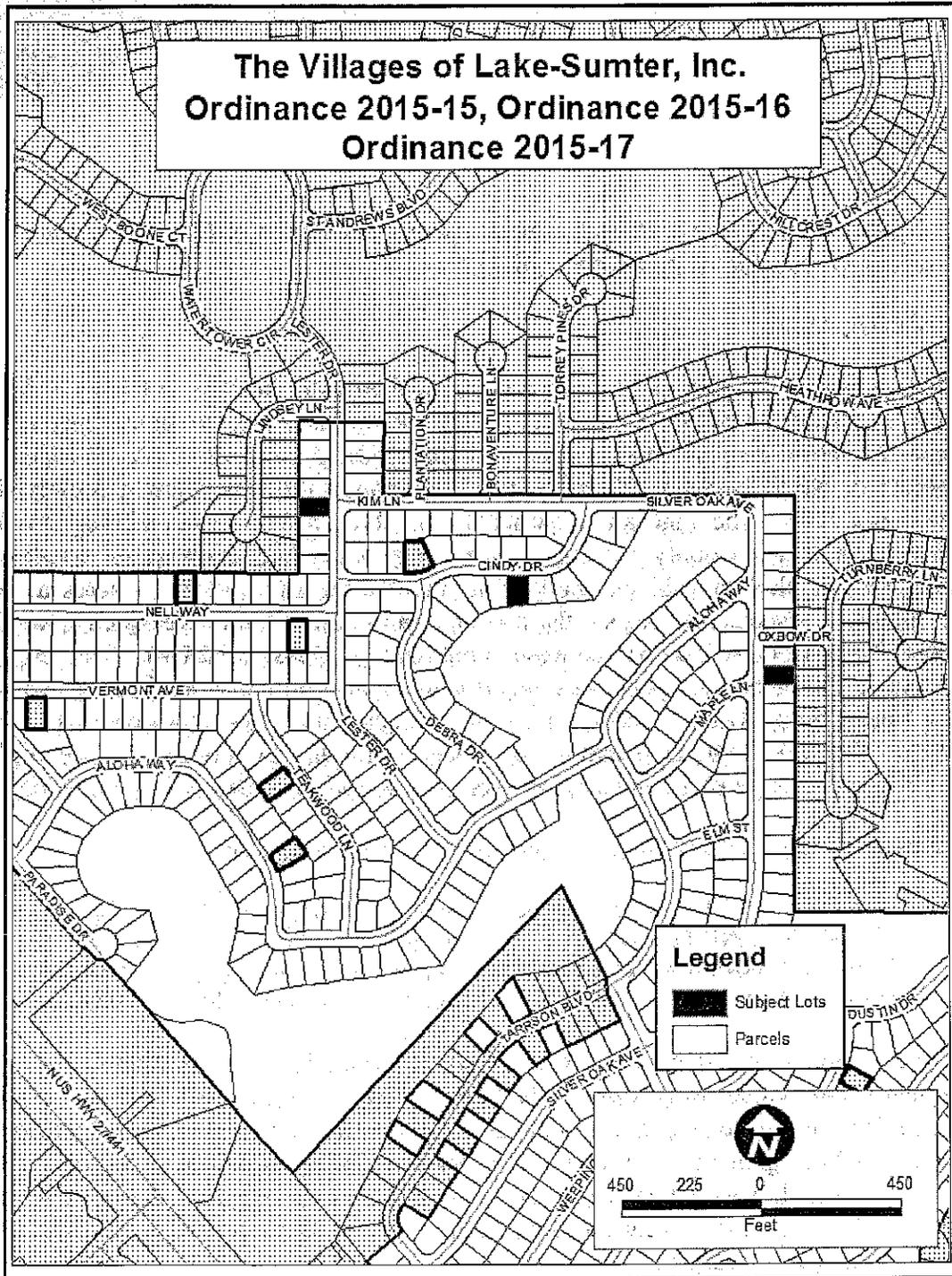
PLANNING AND ZONING BOARD - Monday, November 9, 2015 at 5:30 p.m.
LOCAL PLANNING AGENCY - Monday, November 16, 2015 at 5:30 p.m.
TOWN COMMISSION MEETING - Monday, November 16, 2015 at 6:00 p.m.
TOWN COMMISSION MEETING - Monday, December 7, 2015 at 6:00 p.m.

You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1521 or via email at tcarroll@ladylake.org.

Sincerely,

Thad Carroll, AICP
Growth Management Director

The Villages of Lake-Sumter, Inc.
 Ordinance 2015-15, Ordinance 2015-16
 Ordinance 2015-17



1410 LESTER DR
 912 CINDY DR
 842 SILVER OAK AVE

LADY LAKE FL 32159
 LADY LAKE FL 32159
 LADY LAKE FL 32159

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE TOWN OF TOWN OF LADY LAKE REGARDING
BUILDING PERMITS AND INSPECTIONS
FOR THE VILLAGES**

THIS IS AN INTERLOCAL AGREEMENT by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the Town of Lady Lake, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the "Town," regarding the issuance of building permits and inspections for privately owned property.

WHEREAS, the Town and County desire to provide for the most efficient planning and building inspection processes for both entities; and

WHEREAS, The Villages either has, or intends to, purchase lots located in an older section of The Villages East of US 27, or either has, or intends to, enter into agreements with existing property owners, to replace existing mobile homes with new, conventionally built homes; and

WHEREAS, the properties subject to this Agreement shall be located within the boundaries of the Interlocal Service Boundary Agreement (ISBA) between Lake County and the Town of Lady Lake, executed on August 27, 2013; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other and to provide services in a manner that will accord best with economic and other factors; and

WHEREAS, the Town desires to issue the building permits on the lots either owned by, or under contract with, The Villages as it would be the in the best interests of the citizens of Lake County, Florida.

NOW, THEREFORE, in consideration of the mutual terms and conditions understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Town Responsibilities.** The Town agrees as follows:

A. To ensure that The Villages, or the owner under contract with The Villages, has applied for annexation of such property into the Town of Lady Lake. This is a condition precedent and must be satisfied before the Town has authority to issue any building permits for any property located within the unincorporated area.

B. To ensure that the improvements constructed on each property is designed in a way that complies with the Town's Code and Land Development Regulations, and Comprehensive Plan Policies, including any architectural design criteria.

C. To ensure that The Villages obtains any necessary Town zoning and planning approvals or development orders, other than building permits, if necessary. The Villages, or property owner, shall pay the Town any required annexation application and permitting fees, and pay to the County impact fees at the current County rates.

D. The Town Building Department is hereby designated by the parties as the appropriate agency to review building construction plans, to issue building permits, and to conduct necessary building and fire inspections for the properties identified herein located within the unincorporated County. The Town shall provide to the County, upon request of County, any necessary information regarding the project, including inspection and permit status, and shall make all sites available to the County for inspection as needed.

E. The Town will diligently process the annexation application and any other applications for comprehensive plan amendments and zoning requests as required by Florida law and the Town's Ordinances and Land Development Regulations.

3. **County Responsibilities.** Pursuant to Section 4.a. of the ISBA, the County hereby acknowledges and agrees that the Town's Code and Land Development Regulations will be applicable to properties subject to this Agreement. The County agrees to allow the Town to issue any necessary building permits, and perform any necessary building inspections on properties either owned by The Villages, or under contract with the Villages, that is located in the unincorporated area of Lake County. Such properties must be located within the area defined in the Lady Lake ISBA, and the property owner shall have applied for annexation into the Town of Lady Lake prior to the issuance of any building permits.

4. **Term of Agreement.** This Agreement shall become effective on the date upon which the agreement is executed by the last party hereto. This Agreement shall remain in force

until terminated by either of the parties. Either party to this Agreement may terminate the Agreement by providing ninety (90) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing through its Chairman, authorized to execute the same by Board action on the ~~24~~²³ day of ~~MAY~~^{June}, 2015, and by the Town of Lady Lake, signing by and through its authorized representative.

ATTEST:

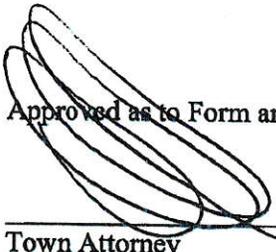
TOWN OF LADY LAKE


Town Clerk


Print Name: RUTH KUSSARD, MAYOR

Date: MAY 18, 2015

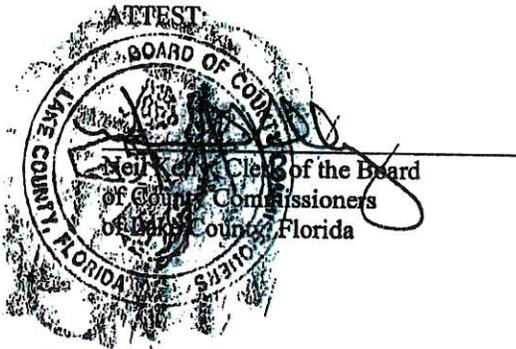
Approved as to Form and Legality:


Town Attorney

Interlocal Between Lake County and the Town of Lady Lake; Regarding Building Permits and Inspections for The Villages

COUNTY

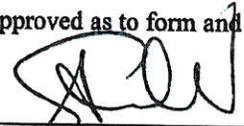
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS




Jimmy Conner
Chairman

This 24th day of June, 2015.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney



ANNEXATION

COMPREHENSIVE PLAN

REZONING



LADY LAKE
ANNEXATION

LADY LAKE
COMPREHENSIVE
PLAN

LADY LAKE
REZONING

1410 Lester Dr.
Casting

LADY LAKE
PLANNING & ZONING BOARD
LADY LAKE, FLORIDA 32110

This Property Will Be Considered For
COMPREHENSIVE PLAN

Petition No. 02000001 of 2015-16
Petitioner Wasson of Lake Sumter, Inc.
Present Zone Low Density Urban Medium Density
Action Requested Lady Lake MH-HD

Will be heard at the Town Hall
Commission Chambers at
400 Federal Blvd., Lady Lake, Florida

Planning & Zoning Board: Nov. 9, 2015, 5:30am
Local Planning Agency Board: Nov. 16, 2015, 5:30pm
Commission Meeting: Monday, Nov. 16, 2015, 6:00pm
Commission Meeting: Monday, Dec. 7, 2015, 6:00pm

FOR INFORMATION: 791-1811

LADY LAKE
PLANNING & ZONING BOARD
LADY LAKE, FLORIDA 32110

This Property Will Be Considered For
ANNEXATION

Petition No. 02000001 of 2015-15
Petitioner Wasson of Lake Sumter, Inc.
Present Zone Low Density Urban Medium Density
Action Requested Transfer of Lady Lake

Will be heard at the Town Hall
Commission Chambers at
400 Federal Blvd., Lady Lake, Florida

Planning & Zoning Board: Nov. 9, 2015, 5:30am
Commission Meeting: Monday, Nov. 16, 2015, 6:00pm
Commission Meeting: Monday, Dec. 7, 2015, 6:00pm

FOR INFORMATION: 791-1811

LADY LAKE
PLANNING & ZONING BOARD
LADY LAKE, FLORIDA 32110

This Property Will Be Considered For
ZONING

Petition No. 02000001 of 2015-17
Petitioner Wasson of Lake Sumter, Inc.
Present Zone Low Density Urban Medium Density
Action Requested Transfer of Lady Lake MH-HD

Will be heard at the Town Hall
Commission Chambers at
400 Federal Blvd., Lady Lake, Florida

Planning & Zoning Board: Nov. 9, 2015, 5:30am
Commission Meeting: Monday, Nov. 16, 2015, 6:00pm
Commission Meeting: Monday, Dec. 7, 2015, 6:00pm

FOR INFORMATION: 791-1811



PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: November 9, 2015

SUBJECT: Ordinance No. 2015-16 –The Villages of Lake-Sumter, Inc.- Small Scale Future Land Use Comprehensive Plan Amendment from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density for 3 lots consisting of approximately 0.43 +/- acres of land which are located within Orange Blossom Gardens Units 2 and 3.1B within Lake County, Florida.

DEPARTMENT: GROWTH MANAGEMENT

STAFF RECOMMENDED MOTIONS:

1. Motion to forward Ordinance No. 2015-16, a Small Scale Comprehensive Plan Amendment – Requesting to Change approximately 0.43 +/- acres of land from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density to the Town Commission with the recommendation of approval.
2. Motion to forward Ordinance No. 2015-16, a Small Scale Comprehensive Plan Amendment – Requesting to Change approximately 0.43 +/- acres of land from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density to the Town Commission with the recommendation of denial.

Staff is in support of Motion Number 1

Applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., has filed applications to amend the future land use comprehensive plan for properties consisting of 3 Lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions Units 2 and 3.1B. The application involves 0.43 +/- acres of property from unincorporated Lake County into the Town of Lady Lake.

The Small Scale Future Land Use Map Amendment application was received on Tuesday, September 15, 2015, and has been reviewed and determined to be complete satisfying the necessary criteria as required to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.

Notices to inform the surrounding property owners (52) within 150' of the property of the proposed annexation were mailed on Thursday, October 22, 2015. The properties were also posted Thursday, October 22, 2015.

Concurrency Determination Statement

The Villages has removed existing manufactured homes on two (2) of the lots (912 Cindy Drive and 842 Silver Oak Avenue) in a historic section of the Villages known as Orange Blossom Gardens to construct a similar size conventional built home on each lot (the home at 1410 Lester has yet to be removed). There will be no increase in utility services, traffic, population, or recreation use.

Impact on Town Services

Potable Water-

- ♦ No impact, lots are served by the Village Center Community Development District Central Water System.

Sewer -

- ♦ No impact, lots are served by the Village Center Community Development District Central Sewer System.

Schools –

- ♦ Not factored for project – no foreseen impact of students as the project is located within an active adult retirement community.

Transportation –

- ♦ No impact, the existing home will be replaced with a new home. There will be no change in average daily trip generation.

Parks & Recreation –

- ♦ The annexation, small scale future land use amendment, and the rezoning applications will not cause P&R Level of Service to be exceeded since the project is for the replacement of existing homes. Additionally, the Villages provides its residents with all Park and Recreation Amenities.

Stormwater –

- ♦ Project will be required to adhere to SJRWMD guidelines and of Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

Applications have been reviewed and determined to be complete. The applicant has submitted all appropriate material in compliance with the Land Development Regulations (LDRs) and the application is ready for transmittal to the Town Commission. Additionally, the applications were reviewed and determined to be in compliance with the directives of the adopted Comprehensive Plan in accordance

with the sought designation. A Concurrency Determination Statement has also been included as part of the Small Scale Comprehensive Plan Amendment Application, which the applicant submitted to explain expected impacts on Town Services.

The subject properties involve approximately 0.43 ± acres lies in Section 06, Township 18 South, Range 24 East in Lake County, Florida. The Future Land Use of the adjacent properties is as follows:

Future Land Use

Subject Properties	Lake County Medium Urban Density
Future Land Use of Adjacent Properties	
West	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)
East	Lake County – Medium Urban Density
North	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)
South	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)

Comments:

- 1.) Annexation and Rezoning Applications have been submitted concurrently with this Small Scale Future Land Use Amendment Application.
- 2.) In accordance to the Interlocal Agreement for Building Permits & Inspections Section 2).A)., executed on June 23, 2015, if the Villages has applied for annexation, then the Town can issue building permits located within the unincorporated area.
- 3.) Project will be required to adhere to St. John's River Water Management District guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2015-16, provided comments on October 27, 2015, and determined the application to be complete and ready for transmittal to the P&Z Board.

Public Hearings

The **Local Planning Agency** is scheduled to consider Ordinance 2015-16 on Monday, November 16, 2015, at 5:30 p.m.

The **Town Commission** is scheduled to consider Ordinance 2015-16 for first reading on Monday, November 16, 2015 at 6:00 p.m. The second and final reading will be held on Monday, December 7, 2015 at 6:00 p.m.

FISCAL IMPACT: \$ _____

Capital Budget

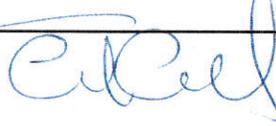
Operating

Other

ATTACHMENTS: Ordinance(s) Resolution Budget Resolution

Other

Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD 

Submitted

11/2/15

Date

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date

TOWN ATTORNEY

Approved as to Form and Legality

Date

TOWN MANAGER 

Approved Agenda Item for: 11/9/15

Date

11/2/15

BOARD ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely

Continued to Date Certain

Approved with Modification

1
2
3
4
5 **ORDINANCE NO. 2015-16**
6

7 **AN ORDINANCE PERTAINING TO COMPREHENSIVE PLANNING IN**
8 **THE TOWN OF LADY LAKE, FLORIDA; AMENDING THE TOWN OF**
9 **LADY LAKE ORDINANCE NO. 81-1-(83), WHICH ESTABLISHED THE**
10 **TOWN OF LADY LAKE COMPREHENSIVE PLAN; PROVIDING FOR A**
11 **SMALL SCALE FUTURE LAND USE MAP AMENDMENT; PROVIDING**
12 **FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
13

14 BE IT ORDAINED BY THE TOWN OF LADY LAKE TOWN COMMISSION:
15

16 **Section 1. Legislative Findings, Purpose, and Intent.**
17

- 18 a. On February 2, 1981, the Town Commission of the Town of Lady Lake adopted a
19 Comprehensive Plan pursuant to Florida Statute 163.3184, known as the "Local
20 Government Comprehensive Planning Act" ("Act"), which sets forth the procedures and
21 requirements for a local government in the State of Florida to adopt a Comprehensive
22 Plan and amendments (to a Comprehensive Plan).
23
- 24 b. The Town Commission adopted the Lady Lake Comprehensive Plan by Ordinance No.
25 81-1-(83), and amended said Ordinance by Ordinance No. 91-21, approved December 2,
26 1991, and Ordinance No. 94-16, approved on October 12, 1994.
27
- 28 c. The Town's Local Planning Agency reviewed a proposed amendment to the Future Land
29 Use Map Series of the Town of Lady Lake Comprehensive Plan on November 16, 2015,
30 and recommended to the Town Commission that said amendment be adopted by the
31 Town Commission.
32
- 33 d. The Town Commission has held public hearings on the proposed amendment to the
34 Future Land Use Map Series of the Comprehensive Plan, and received comments from
35 the general public and the Local Planning Agency.
36
- 37 e. The Town of Lady Lake has complied with the requirements of the Act for amending the
38 Comprehensive Plan.
39

40 **Section 2. Authority.**
41

42 This ordinance is adopted in compliance with and pursuant to the Local Government
43 Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 – 163.3243,
44 Florida Statutes, as amended.
45

46 **Section 3. Small Scale Amendment to the Future Land Use Element Map Series.**
47

48 The Comprehensive Plan, as amended, is hereby further amended by amending the Future Land
49 Use Element Map Series with the small scale amendment as indicated below:
50
51

1 Applicant/Owner: The Villages of Lake-Sumter, Inc.
 2
 3 General Location: North of Griffin Avenue and northeast of North
 4 Hwy 27/441, three (3) lots located within the
 5 Orange Blossom Gardens Subdivision Units 2 and
 6 3.1B, within Lake County, Florida.
 7
 8 Acres: 0.43 +/- Acres
 9
 10 Future Land Use: Change **from** Lake County – Medium Urban
 11 Density **to** Town of Lady Lake Manufactured Home
 12 High Density (MH-HD)
 13

14 Graphic representation of this Small Scale Future Land Use Element Map Amendment is shown
15 in the attached "Exhibit A".
16

17 **Section 4. Severability**

18
19 The provisions of this Ordinance are declared to be separable and if any section, sentence, clause
20 or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such
21 decision shall not effect the validity of the remaining sections, sentences, clauses or phrases of
22 this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance
23 shall stand notwithstanding the invalidity of any part.
24

25 **Section 5. Effective Date.**

26
27 This ordinance shall become effective as provided in Chapter 163, Florida Statutes.
28

29 **PASSED AND ORDAINED** in the regular session of the Town Commission of the
30 Town of Lady Lake, Lake County, Florida, this 7th day of December, 2015.
31

32 **TOWN OF LADY LAKE, FLORIDA**

33
34
35
36 _____
37 Ruth Kussard, Mayor

38 ATTEST:

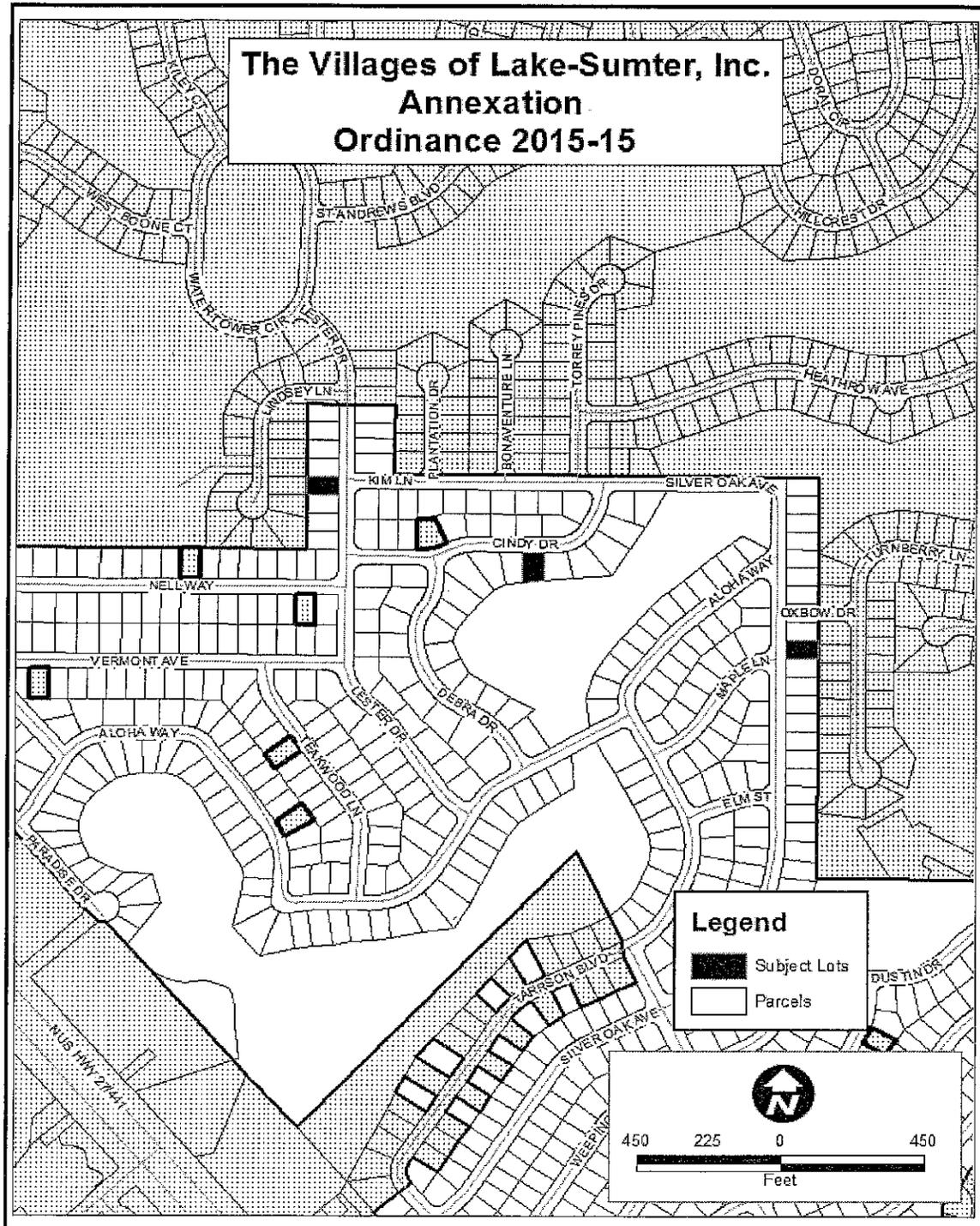
39
40 _____
41 Kris Kollgaard, Town Clerk
42

43 APPROVED AS TO FORM:

44
45
46 _____
47
48 Derek Schroth, Town Attorney
49
50

EXHIBIT "A" - Legal Descriptions & Map

- 1
- 2
- 3 Parcel ID No. 06-18-24-0200-000-13900
- 4 ORANGE BLOSSOM GARDENS UNIT 2 LOT 139 PB 20 PGS 58-59 ORB 4659 PG 1758
- 5 -AND-
- 6 Parcel ID No. 06-18-24-0200-000-06700
- 7 ORANGE BLOSSOM GARDENS UNIT 2 LOT 67 PB 20 PGS 58-59 |ORB 794 PG 1962
- 8 -AND-
- 9 Parcel ID No. 06-18-24-0350-000-23300
- 10 ORANGE BLOSSOM GARDENS UNIT 3-1B LOT 233 PB 25 PG 33 |ORB 4654 PG 1867



The Villages of Lake-Sumter, Inc. Small-Scale FLU Amendment Ordinance 2015-16



Legend

- Subject Lots
- Parcels


 450 225 0 450

 Feet

**APPLICATION FOR THE SMALL
SCALE DEVELOPMENT
AMENDMENTS TO THE 2005-2025
COMPREHENSIVE PLAN (CP)
Town of Lady Lake**

Small scale amendments must meet the following criteria of (Ch. 163.3187, F.S.):

- ◆ The proposed amendment must involve a property of ten (10) acres or less.
- ◆ A proposed amendment involving a residential land use may not exceed a density of the (10) units per acre.
- ◆ The proposed amendment does not require an amendment to the Urban Service Area boundary.
- ◆ The proposed amendment does not involve the same owner's property within 150 feet of property granted a change within the prior twelve (12) months.
- ◆ The proposed amendment cannot involve a change to the goals, policies, objectives or text of the Comprehensive Plan.
- ◆ Small scale amendment applications will only be accepted until the statutory sixty (60) acre cumulative total is reached.

In addition, staff may determine on a case-by-case basis, which amendments need to be processed as part of the regular amendment cycle.

Applications for small scale amendment accepted Monday through Friday from 8:00 AM to 5:00 PM. One (1) notarized and ten (10) copies of the application, ten (10) sets of any required exhibits and any attachments, together with an application fee of \$2,500.00 (checks made payable to the TOWN OF LADY LAKE), must be filed with the Growth Management Department, 409 Fennell Boulevard, Lady Lake, Florida. All requests for a fee waiver must be formally approved by the Town of Lady Lake Commission.

Type or Print the following information, if applicable:

Owner(s)/Applicant* The Villages of Lake-Sumter, Inc.	Agent/Applicant Martin L. Dzuro
Address 1020 Lake Sumter Landing	Address 1045 Lake Sumter Landing
City The Villages	City The Villages
State FL	State FL
Zip 32162	Zip 32162
Phone (H)	Phone (H)
Phone (W)	Phone (W) (352) 753-6262
Fax	Fax (352) 753-6264

Adopted Future Land Use Designation(s) Lake County Medium Density Urban

Requested Future Land Use Designation(s) Lady Lake MH-HD - Manufactured Home High Density

*If someone other than the property owner is submitting this application, then the attached Agent Authorization Form must be completed (Page 5).

PROPERTY LOCATION:

Section 6	Township 18	Range 24
Subdivision See attached list.	Block N/A	Lot/Parcel# See attached list.
Address (if available)		
Tax Identification Number See attached list.		
Existing Zoning Lake County RM - Residential Medium		Anticipated Zoning Lady Lake MX-8 Mixed Single Family

NOTE: IF THE ANTICIPATED OR REQUIRED ZONING IS PLANNED DEVELOPMENT, A PRELIMINARY LAND USE PLAN MAY BE REQUIRED PRIOR TO THE LADY LAKE COMMISSION PUBLIC HEARING.

Existing Use of Subject Property: Medium density urban

Proposed Use of the Subject Property: MH-HD - Manufactured Home High Density

Total Gross Acreage of Parcel (Including wetlands and water bodies): Approximately 0.43 acres

Developable Acreage to be Amended: Approximately 0.43 acres

If Conservation Areas (wetlands) or natural water bodies exist on-site, give estimated acreage of each: None.

(Submit any previously completed wetland determination studies).

If multiple designations are requested for the subject property, indicate the acreage of each designation and include a map showing the location of each use: Not applicable

Is this proposal a Certified Lady Lake Affordable Housing Project? Yes _____ No X
 (If yes, attach certification).

Has an application for rezoning or other development permit been submitted to the Town?
 Yes X No _____
 (If yes, type and date submitted _____).

Has the project/property been subject to any Town action, including a comprehensive plan amendment, within the last five (5) years? Yes _____ No X
 (If yes, indicate type and date _____).

REQUIRED SUBMITTALS

(Ten (10) copies of each)

1. The complete legal description of the property and portion thereof that the amendment is being requested for, **typed on a separate sheet of paper.**
2. Certified survey of the subject property or a County Property Appraiser's map illustrating the exact parcel may be accepted in lieu of a survey (County Property Appraiser's maps are available from Lake County Maps Sales, 123 N. Sinclair Ave., Tavares).
3. Vicinity map depicting the subject property and major roadways.
4. For property within flood prone areas, include Flood Insurance Rate Map, Flood Hazard Boundary Map or other information for determining suitability for development (Flood maps are available from the Lady Lake Building Department).
5. Attach justification statement and appropriate data and analysis to support the requested change including, but not limited to, adjacent land use compatibility; availability of sanitary sewer and potable water; why the amendment is consistent with and furthers various objectives and/or policies of the Comprehensive Plan; existing traffic or environmental studies; and any other information which supports this request.
6. Attach a listing of property owners within 150 feet of the subject property. The list may be obtained from the Lake County Property Appraisers Office located at 317 West Main Street, Tavares, Florida or you may get the information off of Lake County's GIS website www.lakegovernment.com.

ADDITIONAL APPLICATION INFORMATION

1. Applicants are requested to seek a pre-application conference with the Community Development staff to discuss the content and format of the amendment proposal. Acceptance of an application for amendment to the CP should not be construed as staff support of the amendment request. Please contact the Growth Management Department at (352) 751-1520 to schedule an appointment.
2. Small scale amendments require two (2) public hearings for adoption. The Local Planning Agency (LPA) public hearing and the Lady Lake Commission public hearing. A flow chart of the small scale process is attached to this application.
3. Applications for a comprehensive plan amendment which were previously not transmitted or adopted by the Town of Lady Lake Commissioners cannot be reconsidered for a period of two (2) years of that action.
4. Comprehensive Plan Amendment does not guarantee/entitle the applicant/owner to a development permit.

5. The current owner of the subject property must sign the application. Agents must submit the attached Agent Authorization Form .
6. Only one contiguous development per application for a Future Land Use Map amendment will be accepted. Contiguous property can be submitted on one application upon authorization of all property owners.
7. Upon review of the submitted application, the Growth Management Department may find an application incomplete and request that the applicant resubmit the application with clarification or additional information. Resubmitted applications or additional information are due within fifteen (15) working days of notice from the Growth Management Department unless special permission is granted by the Growth Management Director, or his/her designee, to accommodate special/lengthy requests.
8. Application fees shall be refunded only if an application is withdrawn upon request of either the property owner or agent prior to the first public notice of hearing.
9. The following shall be exempted from the payment of the amendment fee: Lake County, the Lake County School Board, the State of Florida, the United States of America, municipalities situated wholly within the boundaries of the County and established transportation authorities. Others may request a fee waiver from the Lady Lake Commission through a request to the Growth Management Director.
10. The applicant and those he/she represents in this amendment are hereby put on notice that approval of this application by the Lady Lake Commission, which is then challenged by an affected party, is not "effective" until a final order determining the adopted amendment to be in compliance is issued by the Department of Community Affairs or the Administration Commission. Therefore, the applicant and those he/she represent are hereby put on notice that there shall be no reliance on, and, the Town shall not be responsible for any reliance on an approval of this application until it is "effective", pursuant to law. Amendments which are not challenged are effective thirty-one (31) days after adoption. The Town does not issue any development orders (e.g., rezoning).
11. Applicants are required to place a notice of public hearing poster on property involved in this amendment request prior to the public hearings. The Growth Management Department will prepare the poster for posting. The Growth Management Department provides public hearing notices to property owners within 150 feet of property subject to an amendment.
12. Dependent upon the type of amendment request, the applicant may be required to participate in a neighborhood meeting(s) in order to provide additional information and notice to surrounding residents about the proposed development.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL APPLICANTS:

I, the undersigned, have read the application for an amendment to the Town of Lady Lake Comprehensive Plan and hereby attest that the above referenced information, including attached exhibits, is true and correct to the best of my knowledge and, during the pendency of this application, I understand my continuing obligation to notify the Growth Management Director or his designee in writing of the inaccuracy of any statement or representation which was incorrect when made or which becomes incorrect by virtue of changed circumstances.

[Signature]
Signature of the Applicant, Property owner or Agent

Sept. 15, 2015
Date

Martin L. Dzuro, V.P. The Villages of Lake-Sumter Inc.
Printed Name

STATE OF Florida
COUNTY OF Sumter

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of Sept., 20 15, by Martin L. Dzuro, as an individual/officer/agent, on behalf of himself/herself The Villages of Lake-Sumter, Inc., a corporation/partnership. He/she is personally know 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 15th day of Sept., 20 15.

[Signature]
Notary Public

(SEAL)

Vicki C. Varnon
Printed Name
Commission No.: EE 125038
My Commission Expires: 9-22-15



Parcel ID #: 0618240200-000-13900

Lot 139, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Parcel ID #: 0618240200-000-06700

Lot 67, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

-AND-

Parcel ID #: 0618240350-000-23300

Lot 233, Unit 3.1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33 through 35, Public Records of Lake County, Florida.

Good



Prepared by and return to:
Gary Fuchs/sss
Attorney at Law
McLin Burnsed
1028 Lake Sumter Landing
The Villages, FL 32162
File No.: P06843

Exp _____
Rec 10 _____
Dec _____
Int _____
Total _____

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 31st day of July, 2015 between Frank Harry Hansen, a single man, individually and as Trustee of the Frank Harry Hansen Revocable Living Trust under Agreement dated October 19,1995, whose post office address is 907 Ramos Drive, The Villages, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-13900

Lot 139, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Together with a 1980 HILLMAN Manufactured Home, ID# 02630695AN & # 02630695BN, Florida Title 17713674 & 17713675 bearing Real Property Decals # R078263 & # R078265 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Stacy Spears
Witness Name: Stacy Spears
Jennifer G... ..
Witness Name: Jennifer G...

Frank Harry Hansen
Frank Harry Hansen, Individually and as Trustee of the Frank Harry Hansen Revocable Living Trust under Agreement dated October 19,1995

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 31st day of July, 2015 by Frank Harry Hansen, a single man, Individually and as Trustee of the Frank Harry Hansen Revocable Living Trust under Agreement dated October 19,1995, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Stacy Spears
Notary Public
Printed Name: _____
My Commission Expires: _____
STACY S. SPEARS
MY COMMISSION # FF 072774
EXPIRES: December 20, 2017
Bonded thru Budget Notary Services

60,000



Prepared by and return to:
Gary Fuchs/Jag
Attorney at Law
McLin Burnsed
1028 Lake Sumter Landing
The Villages, FL 32162
File No.: P07248

Exp: 10
Rec: _____
Doc: _____
Li: _____

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 31st day of August, 2015 between Alice P. Astling, a single woman, whose post office address is 1410 Lester Drive, Lady Lake, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-06700

Lot 67, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

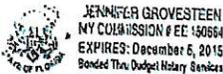
Jennifer Grovesteen
Witness Name: Jennifer Grovesteen
Jeanmarie Nichols
Witness Name: Jeanmarie Nichols

Alice P. Astling
Alice P. Astling

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 31st day of August, 2015 by Alice P. Astling, who is personally known or has produced a driver's license as identification.

[Notary Seal]



Jennifer Grovesteen
Notary Public

Printed Name: Jennifer Grovesteen

My Commission Expires: 12/5/15

65000

RETURN

Est _____
Rec _____
Doc _____
Int _____
Tax _____

Prepared by and return to:
Gary Fuchs/jg
Attorney at Law
McLin Burnsed
1028 Lake Sumter Landing
The Villages, FL 32162
File No.: P07185

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 16th day of July, 2015 between Audrey Lorelei Smith, a single woman, whose post office address is 620 Griffin Avenue, Room 232, Lady Lake, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-23300

Lot 233, Unit 3.1B, Orange Blossom Gardens, according to the Plat thereof recorded in Plat Book 25, Pages 33, 34, and 35, Public Records of Lake County, Florida.

Together with a 1983 HILLMAN Manufactured Home, ID# 02610120S, Florida Title 20125096 bearing Real Property Decal # R078942 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Jennifer Groves
Witness Name: JENNIFER GROVESTEN
Deann Sturges
Witness Name: DEANN STURGES

Audrey Lorelei Smith
Audrey Lorelei Smith

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 16th day of July, 2015 by Audrey Lorelei Smith, a single woman, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]



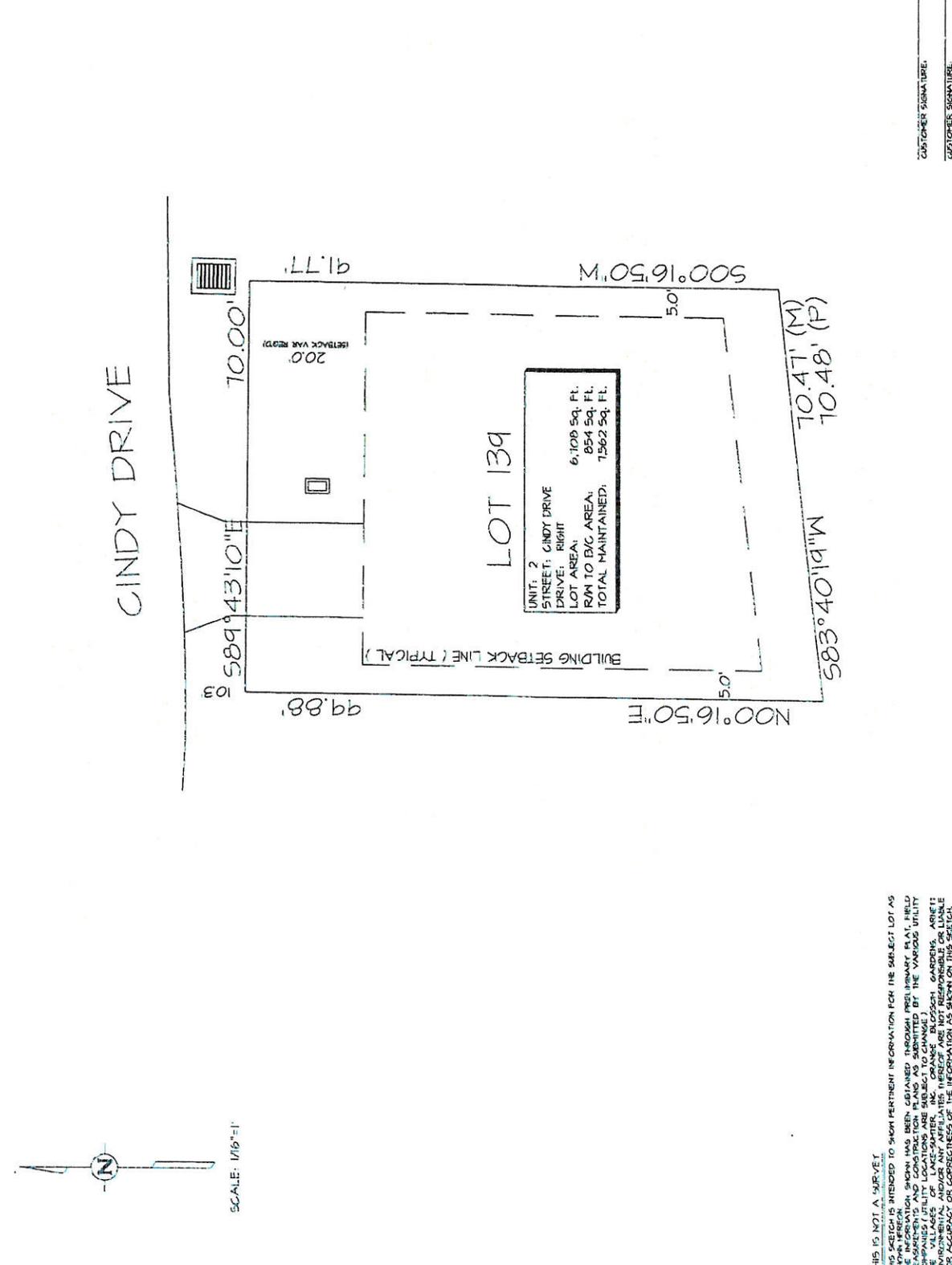
Jennifer Groves
Notary Public
Printed Name: Jennifer Groves
My Commission Expires: 12/5/15

- LEGEND:**
- WATER METER
 - IRRIGATION METER
 - ◇ STREET LIGHT
 - ◇ INDICATES FLAT
 - (M) CABLE T.V. PEDESTAL / 7" OR 9" ROUND
 - (T) TELEPHONE PEDESTAL / 4" OR 12" ROUND
 - (E) ELECTRIC PEDESTAL / 20"x20" PAD
 - (X) ELECTRIC TRANSFORMER / 30"x30" PAD
 - (M) UTILITY VALVE
 - (V) POWER VALVE
 - (F) FIRE INTRIGANT
 - (S) STORM INLET
 - (G) VALLET GOTTIER INLET
 - (B) CATCH BASIN
 - (H) HANIKLE
 - (L) LINE EXTENDER PEDESTAL / 12"x30"x14"
 - (A) TRUNK-AMP PEDESTAL / 17"x30"x14"
 - (G) SWITCH GEAR / 7' X 7'
 - (P) POWER SUPPLY / 20"x20"x58"
 - (B) BOARD / 510xKAKE / PVC FRKCE

NOTE: EASEMENTS AND RIGHT OF WAYS IN FAVOR OF THE ADJACENT PROPERTY ARE HEREBY RESERVED FOR THE MAINTENANCE OF UTILITIES SUCH AS ELECTRIC LIGHT LINES, SANITARY SEWER, STORM DRAINAGE, WATER FACILITIES AND TELEPHONE LINES, OR THE LIKE. THE DEVELOPER HAS UTILITY PROVIDERS UTILIZING 5/8" EASEMENTS FOR SUCH EQUIPMENT, NOT TO WITHIN THE 5' EASEMENT. THE DEVELOPER AND PROVIDERS ARE RESPONSIBLE FOR REPAIRING THE EQUIPMENT AND FOR ANY UTILIZATION OF SUCH EQUIPMENT. HOWEVER, THESE UTILITY PROVIDERS MAY USE SOLID ROSSER AND TYPICAL TRENCH PEDESTALS, THE DEVELOPER IS WITHOUT KNOWLEDGE AS TO THE LOCATION OF THESE UTILITIES. THE DEVELOPER AND RIGHT OF WAY THAT THESE UTILITIES AND EQUIPMENT MAY PLACE THESE ABOVE GROUND ITEMS IN THE FUTURE.

The Villages
Arnett
 ENGINEERS
 1511 WEST 10TH STREET, SUITE 101, WY
 WYOMING 82002-1001
 PHONE: 307.442.1111
 FAX: 307.442.1112

CUSTOMER SIGNATURE: _____ DATE: _____
 CUSTOMER SIGNATURE: _____ DATE: _____



LOT 139
 UNIT: ?
 STREET: CINDY DRIVE
 DRIVER: RIGHT
 LOT AREA: 6,100 Sq. Ft.
 R/W TO B/C AREA: 854 Sq. Ft.
 TOTAL MAINTAINED: 7,562 Sq. Ft.

THIS IS NOT A SURVEY
 THIS SPECIFIC INTENTION TO SUCH PERTINENT INFORMATION FOR THE SUBJECT LOT AS SHOWN HEREON. THE INFORMATION IS BASED ON THE DATA AND RECORDS OF THE VARIOUS UTILITY COMPANIES (UTILITY LOCATIONS ARE SUBJECT TO CHANGE). THE DEVELOPER AND ENGINEER MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION AS SHOWN ON THIS SPECIFIC. THE DEVELOPER AND ENGINEER ARE NOT RESPONSIBLE FOR ANY DAMAGE OR LIABILITY FOR ACCURACY OR CORRECTNESS OF THE INFORMATION AS SHOWN ON THIS SPECIFIC.

- LEGEND**
- WATER METER
 - IRRIGATION METER
 - STREET LIGHT
 - ◇ INDICATES PLAT
 - (M) CABLE TV FEDESTAL / 1" OR 4" ROUND
 - (E) TELEPHONE FEDESTAL / 4" OR 12" ROUND
 - (T) ELECTRIC FEDESTAL / 20"x30" PAD
 - (X) ELECTRIC TRANSFORMER / 375" PAD
 - (V) UTILITY VALVE
 - (M) WATER VALVE
 - (F) FIRE HYDRANT
 - (S) STORAGE INLET
 - (V) VALLEY GUTTER INLET
 - (B) CATCH BASIN
 - (H) HANGING
 - (A) LINE EXTENDER PEDESTAL / 17"x30"x44"
 - (A) TRUNK-IN" PEDESTAL / 17"x30"x44"
 - (A) SWITCH GEAR / T X T
 - (P) POWER SUPPLY / 20"x28"x58"
 - (B) BOARD / 510xKADE / PVC FENCE

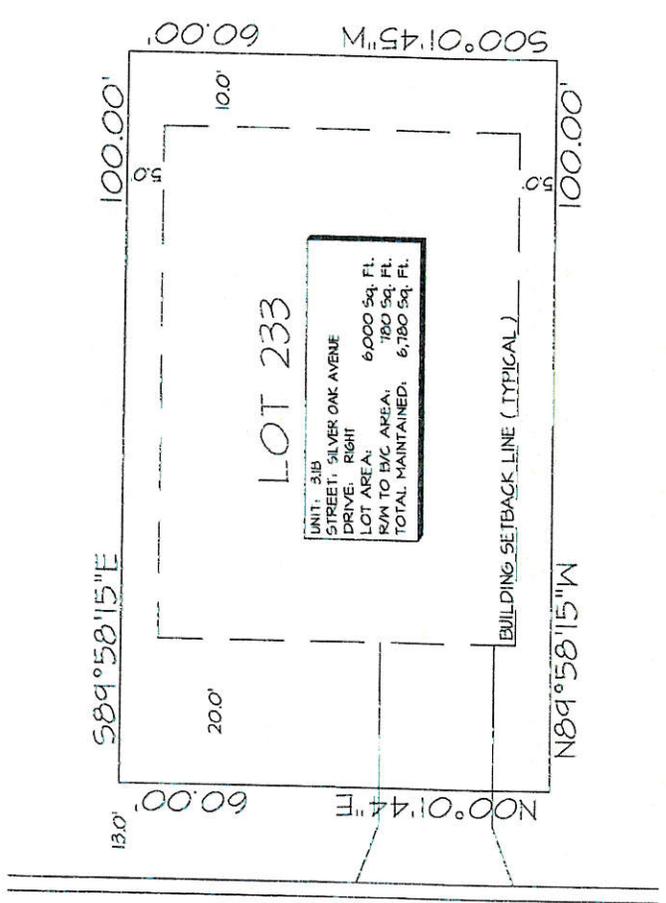
NOTE: EASEMENTS AND RIGHT OF WAYS IN FAVOR OF THE DEVELOPER ARE HEREBY RESERVED FOR MAINTENANCE OF UTILITIES SUCH AS ELECTRICAL LINES, SANITARY SEWER, STORM DRAINAGE, WATER FACILITIES AND TELECOMMUNICATIONS. THESE THIRD PARTY UTILITY PROVIDERS UTILIZING THE RIGHT OF WAY SHALL MAINTAIN AND OPERATE OR DISTINGUISH EQUIPMENT INSTALLED PROVIDERS ARE RESPONSIBLE FOR MAINTAINING UTILITY GROUNDS AND LANDSCAPE BEING DISTURBED HOWEVER, THESE UTILITY PROVIDERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ABOVE GROUND JUNCTION BOXES, FEDESTALS, AND OTHER UTILITY EQUIPMENT. THE DEVELOPER IS NOT RESPONSIBLE FOR THE SPECIFIC LOCATION WITHIN THE PARCELS AND MAY PLACE THESE ABOVE GROUND ITEMS IN THE FUTURE.

CUSTOMER SIGNATURE: _____ DATE: _____
 CUSTOMER SIGNATURE: _____ DATE: _____

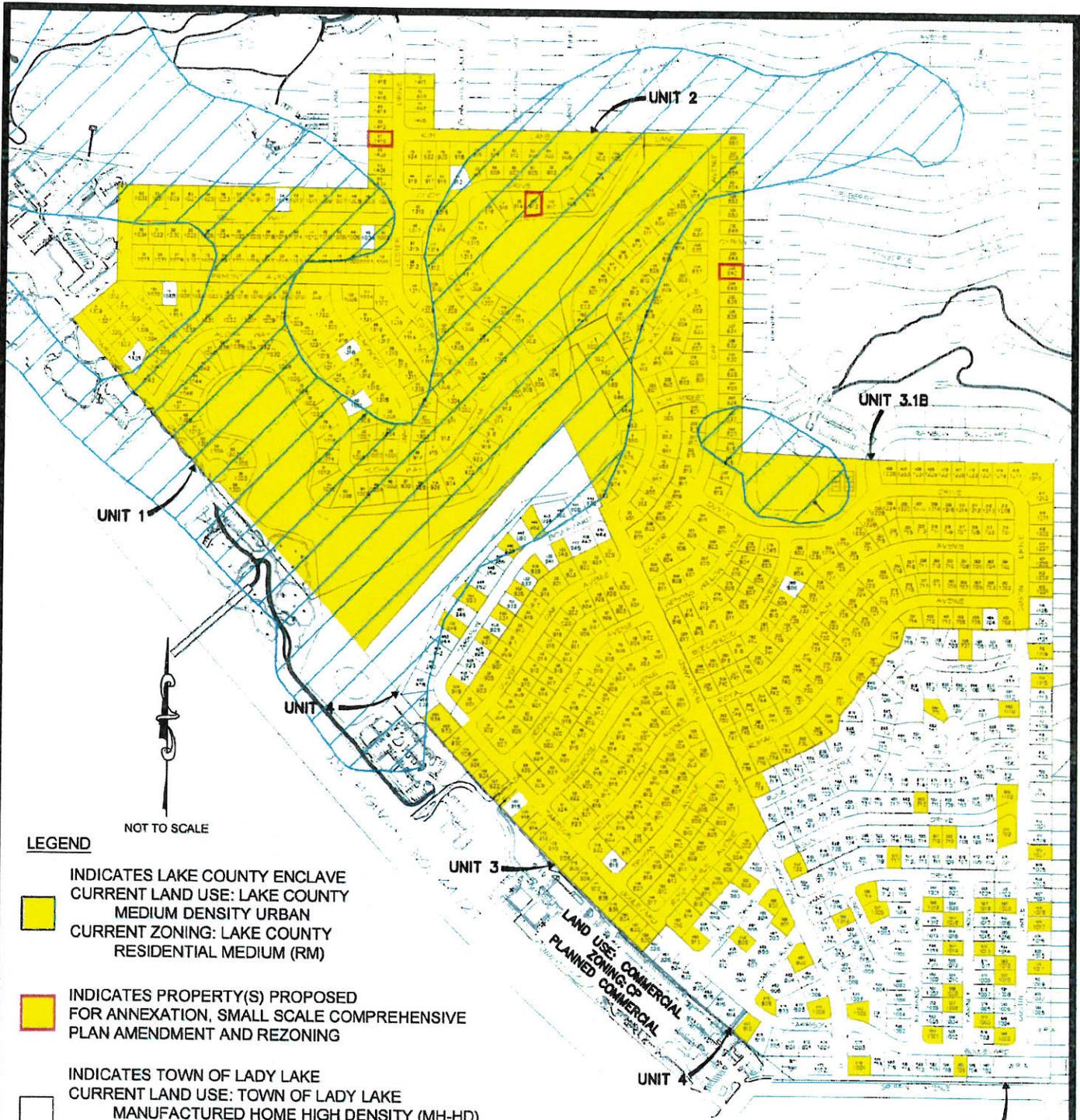


SCALE: 1/16"=1'

SILVER OAK AVENUE



THIS IS NOT A SURVEY
 THIS SKETCH IS INTENDED TO SHOW PLACEMENT INFORMATION FOR THE SUBJECT LOT AS THE INFORMATION SHOWN HAS BEEN OBTAINED THROUGH PRELIMINARY PLAT FIELD SURVEY AND CONSTRUCTION PLANS AS SUBMITTED BY THE VARIOUS UTILITY COMPANIES. UNIT 31B IS A CONDOMINIUM UNIT IN THE CONDOMINIUM DEVELOPMENT THE VILLAGES OF LAKE SHARPE, INC. ORANGE BLOSSOM GARDENS, ARNETT ENVIRONMENTAL, LLC. THESE PLANS ARE NOT RESPONSIBLE FOR THE LOCATION OF UTILITY OR ABOVE GROUND ITEMS IN THE FUTURE.



LEGEND

NOT TO SCALE

- 
 INDICATES LAKE COUNTY ENCLAVE
 CURRENT LAND USE: LAKE COUNTY
 MEDIUM DENSITY URBAN
 CURRENT ZONING: LAKE COUNTY
 RESIDENTIAL MEDIUM (RM)
- 
 INDICATES PROPERTY(S) PROPOSED
 FOR ANNEXATION, SMALL SCALE COMPREHENSIVE
 PLAN AMENDMENT AND REZONING
- 
 INDICATES TOWN OF LADY LAKE
 CURRENT LAND USE: TOWN OF LADY LAKE
 MANUFACTURED HOME HIGH DENSITY (MH-HD)
 CURRENT ZONING: TOWN OF LADY
 LAKE MIXED SINGLE FAMILY (MX-8)
- 
 FLOOD ZONE
 MAP# 12069C0154E
 PANEL 154 OF 750 (REVISED 12-18-12)

10 — LOT NUMBER
 100 — 911 NUMBER

**PROPOSED
 ORANGE BLOSSOM GARDENS PROPERTIES
 FOR
 ANNEXATION, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
 AND REZONING
 AUGUST 28, 2015**

List No.	UNIT	LOT	HOUSE NO.	ADDRESS	ALT KEY NO.	Plat Book/Page
1	OBG2	139		912 Cindy Drive	2573597	20/58-59
2	OBG2	67		1410 Lester Drive	1483018	20/58-59
3	OBG3-1B	233		842 Silver Oak Avenue	2594195	25/33-35

TOWN OF LADY LAKE
APPLICATION FOR CONCURRENCY DETERMINATION

1. Purpose for Concurrency Determination: (check one)

- Comprehensive Plan Land Use Amendment
- Preliminary/Final Subdivision Approval
- Rezoning
- Site Plan Approval
- Other

2. Applicant: Martin L. Dzuro, V.P. of The Villages of Lake-Sumter Inc.
 Address: 1045 Lake Sumter Landing, The Villages, FL 32162
 Telephone: (352) 753-6262 E-Mail: marty.dzuro@thevillages.com

3. Owner: The Villages of Lake-Sumter Inc.
 Address: 1020 Lake Sumter Landing, The Villages, FL 32162
 Telephone: See above. E-Mail: See above.

4. Property Address: See attached list.

5. Alt. Key #: See attached list. 6. Total Acreage: Approx. 0.43 acres

7. Existing Zoning: RM - Residential Medium 8. Proposed Zoning: MX-8 Mixed SF

9. Existing Land Use: Med. Density Urban 10. Proposed Land Use: MH-HD

11. Residential Lots/Units: 3 lots 12. Non-Resident, Gross Sq. Ft.: _____

13. Method of Wastewater Treatment: N/A See attached sheet.
 a. Septic Tank: _____ b. Central Sewer: _____ c. Other: _____
 County Permit: _____ County #: _____

14. Wastewater Flow Rates: *N/A See attached sheet.
 ERU Determination Per Chapter 14, Appendix A-A: _____ ERUS x 250 = _____ GPD

15. Water Usage: * N/A See attached sheet.
 ERU Determination Per Chapter 14, Appendix A-A: _____ ERUS x 250 = _____ GPD

16. Solid Waste: (3.39 pounds per capita, per day): N/A See attached sheet. Pounds

17. Traffic Analysis: Name and Functional Classification of roadways adjacent to the property, the Average Daily Trip Generation and Average Daily Peak Hour Generation expected from this development (please refer to the Lake-Sumter MPO Traffic Analysis Guideline):
N/A See attached sheet.

18. Population (residential only) 1.86 persons per household: N/A See attached sheet. Persons

19. Recreation (residential only) 4 acres per 1,000 residents: N/A See attached sheet. Acres

Signature of Engineer: _____ Date: _____

* If circumstances apply where additional Water or Wastewater Capacity beyond minimum ERU based GPD is requested, please provide a justification letter with supporting calculations and documentation. At no time will the Town reduce Water or Wastewater Capacity request below the minimum ERU based GPD.

List No.	UNIT	LOT	HOUSE NO.	ADDRESS	ALT KEY NO.	Plat Book/Page
1	OBG2	139		912 Cindy Drive	2573597	20/58-59
2	OBG2	67		1410 Lester Drive	1483018	20/58-59
3	OBG3-1B	233		842 Silver Oak Avenue	2594195	25/33-35

Concurrency Determination Statement

The proposed Small Scale Comprehensive Plan Amendment is a land use change from Lake County Medium Density Urban to Town of Lady Lake Manufactured Home High Density to accommodate the Annexation of three (3) lots in a historic section of The Villages known as Orange Blossom Gardens, an age restricted retirement community. The Villages is proposing to remove the existing manufactured home on each lot and construct a similar size conventional built home. There will be no increase in services, traffic, population, or recreation use.

Impact on Town Services

Potable Water

- No impact, lots are served by The Village Center Community Development District Central Water System.

Sewer

- No impact, lots are served by The Village Center Community Development District Central Sewer System.

Schools

- Not factored for project – no foreseen impact of students as the project is located within an active adult retirement community.

Transportation

- No impact, the existing home will be replaced with a new home. There will be no change in average daily trip generation.

Parks and Recreation

- The annexation, small scale future land use amendment, and the rezoning applications will not cause P&R Level of Service to be exceeded since the project is for the replacement of existing homes. Additionally, The Villages provides its residents with all Park and Recreation Amenities.

Stormwater

- Project will be required to adhere to any applicable SJRWMD guidelines and Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.



PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: November 9, 2015

SUBJECT: Ordinance No. 2015-17 - The Villages of Lake-Sumter, Inc.- Rezoning from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8) for 3 lots consisting of approximately 0.43 +/- acres of land which are located within Orange Blossom Gardens Units 2 and 3.1B within Lake County, Florida.

DEPARTMENT: GROWTH MANAGEMENT

STAFF RECOMMENDED MOTIONS:

1. Motion to forward Ordinance No. 2015-17, rezoning 0.43 ± Acres of Property consisting of 3 lots – Located within Orange Blossom Gardens Units 2 and 3.1B within Lake County, Florida – Requesting to Change from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8) to the Town Commission with the recommendation of approval.
2. Motion to forward Ordinance No. 2015-17, rezoning 0.43 ± Acres of Property consisting of 3 lots – Located within Orange Blossom Gardens Units 2 and 3.1B within Lake County, Florida – Requesting to Change from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8) to the Town Commission with the recommendation of denial.

Staff is in support of Motion Number 1

Applicant, Martin L. Dzuro, on behalf of the Villages of Lake-Sumter, Inc., has filed an application to rezone properties consisting of 3 Lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions Units 2 and 3.1B. The application involves rezoning 0.43 +/- acres of property from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8). The MX-8 designation is consistent with the other lots in the Villages which are presently in the Town of Lady Lake's jurisdiction.

The Rezoning application was received on Tuesday, September 22, 2015, and has been reviewed and determined to be complete satisfying the necessary criteria as required to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for transmittal to the Town Commission.

Notices to inform the surrounding property owners (52) within 150' of the property of the proposed rezoning were mailed on Thursday, October 22, 2015. The property was also posted Thursday, October 22, 2015.

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions and survey information have been included with the submitted application. The zoning designation of the subject properties and adjacent properties are as follows:

Zoning

Subject Property	Lake County Residential Medium (RM)
Zoning of Adjacent Properties	
West	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)
East	Lake County Residential Medium (RM)
North	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)
South	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2015-17, provided comments on October 27, 2015, and determined the application to be complete and ready for transmittal to the P&Z Board.

Public Hearings

The **Town Commission** is scheduled to consider Ordinance 2015-17 for first reading on Monday, November 16, 2015 at 6:00 p.m. The second and final reading will be held on Monday, December 7, 2015 at 6:00 p.m.

FISCAL IMPACT: \$ _____

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance(s) Resolution Budget Resolution

Other

Support Documents/Contracts Available for Review in Manager's Office

11-2-15
DEPARTMENT HEAD 

Submitted

11/2/15

Date

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date

TOWN ATTORNEY

Approved as to Form and Legality

Date

TOWN MANAGER 

Approved Agenda Item for:

11/9/15

Date

11/2/15

BOARD ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely

Continued to Date Certain

Approved with Modification

1
2
3
4 **ORDINANCE NO. 2015-17**
5

6 **AN ORDINANCE REDESIGNATING THE ZONING CLASSIFICATION**
7 **FOR CERTAIN PROPERTY BEING 0.43 ± ACRES OF LAND, OWNED**
8 **BY THE VILLAGES OF LAKE-SUMTER, INC., REFERENCED BY**
9 **ALTERNATE KEYS 2573597, 1483018 & 2594195, 3 LOTS, WHICH ARE**
10 **LOCATED WITHIN ORANGE BLOSSOM GARDENS UNIT 2 AND 3.1B**
11 **WITHIN LAKE COUNTY, FLORIDA; REZONING SUBJECT PROPERTY**
12 **FROM LAKE COUNTY RESIDENTIAL MEDIUM (RM) TO LADY LAKE**
13 **MIXED RESIDENTIAL MEDIUM DENSITY (MX-8); PROVIDING FOR**
14 **SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.**
15

16 **WHEREAS**, on December 2, 1991, the Town of Lady Lake adopted a Comprehensive
17 Plan (Ordinance No. 91-21) pursuant to the requirements of Chapter 163, Part II, Florida Statutes
18 and Chapter 9J-5, Florida Administrative Code; and
19

20 **WHEREAS**, on January 23, 1992, the Florida Department of Community Affairs
21 determined that the Town of Lady Lake Comprehensive Plan was in compliance with the
22 requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative
23 Code; and
24

25 **WHEREAS**, on August 15, 1994, the Town of Lady Lake adopted the Land
26 Development Regulations of the Town of Lady Lake, Florida; and Official Zoning Map in
27 accordance with the Town of Lady Lake Comprehensive Plan and the requirements of Chapter
28 163, Part II, Florida Statutes; and
29

30 **WHEREAS**, the Town Commission of the Town of Lady Lake held a public hearing to
31 consider a proposed amendment to the Official Zoning Map and determined that said amendment
32 as proposed is consistent with the Town of Lady Lake Comprehensive Plan and meets the
33 requirements of the Town of Lady Lake Land Development Regulations.
34

35 **THEREFORE, BE IT ORDAINED** and enacted by the Town Commission of the Town
36 of Lady Lake, in Lake County, Florida:
37

38 **Section 1.** Based upon the petition of certain landowners of property, which is located in
39 Lake County, Florida, and described in Exhibit "A" hereto, a request has been made that the
40 property be zoned "Lady Lake Mixed Residential Medium Density" (MX-8). Said petition has
41 been approved by the Town Commission of the Town of Lady Lake in accordance with the
42 Town of Lady Lake Comprehensive Plan, the Land Development Regulations of the Town of
43 Lady Lake, the Charter of the Town of Lady Lake, and the Florida Statutes. The property
44 described in Exhibit "A" hereto is hereby rezoned from "Lake County Residential Medium"
45 (RM) to Lady Lake "Mixed Residential Medium Density" (MX-8).
46

47 **Section 2. Severability.** The provisions of this Ordinance are declared to be separable and if
48 any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be
49 invalid or unconstitutional, such decision shall not effect the validity of the remaining sections,
50 sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the
51 legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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Section 3. Effective Date. This Ordinance shall become effective immediately upon its passage by the Town Commission, except as limited by the provisions of Section 171.06, Florida Statutes, as said provisions pertain to newly annexed property and the final adoption of a Comprehensive Plan Amendment by the Town Commission.

PASSED AND ORDAINED this 7th day of **December**, 2015, in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon the Second/Final Reading.

TOWN OF LADY LAKE, FLORIDA

Ruth Kussard, Mayor

ATTEST:

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

Derek Schroth, Town Attorney

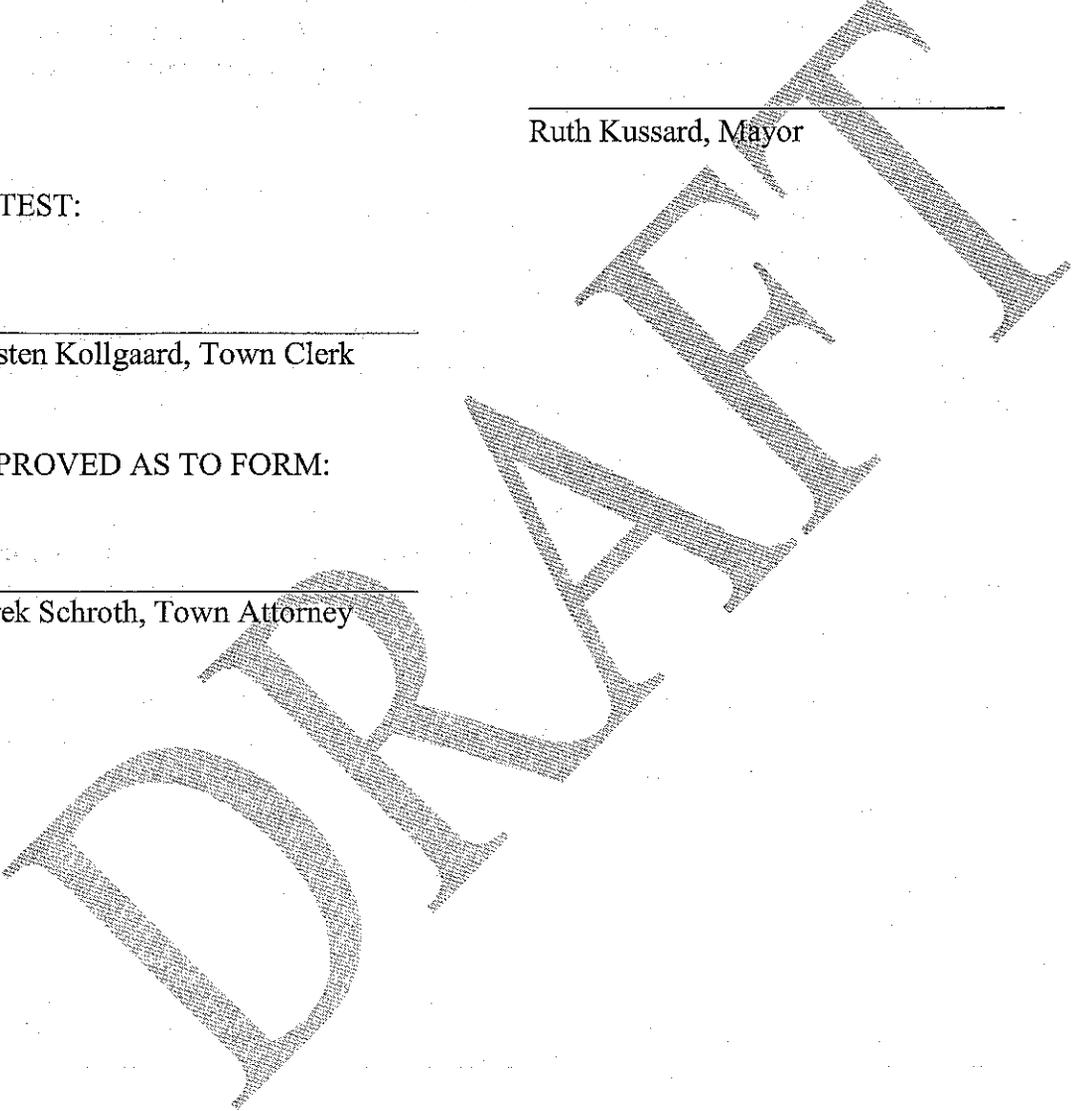
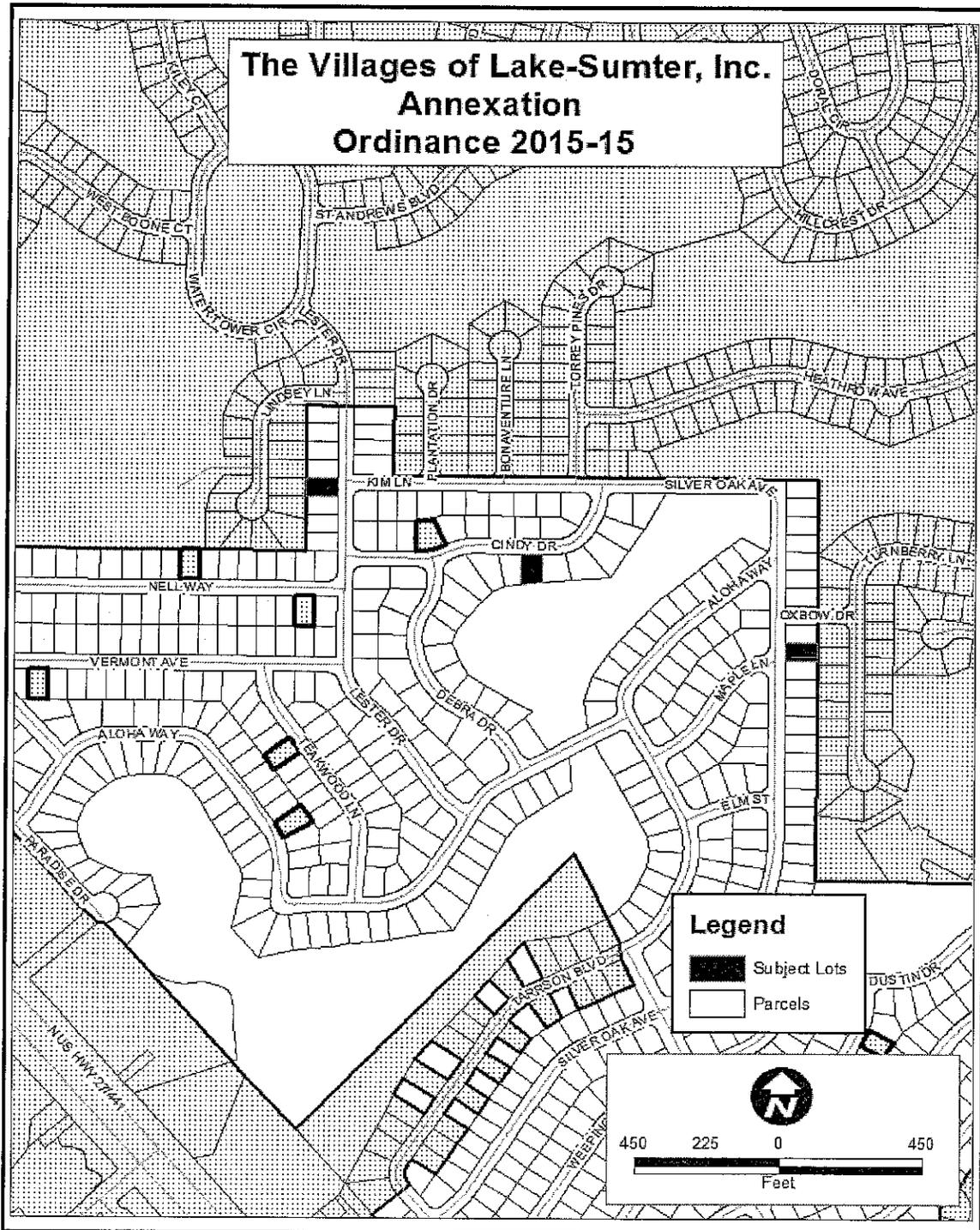


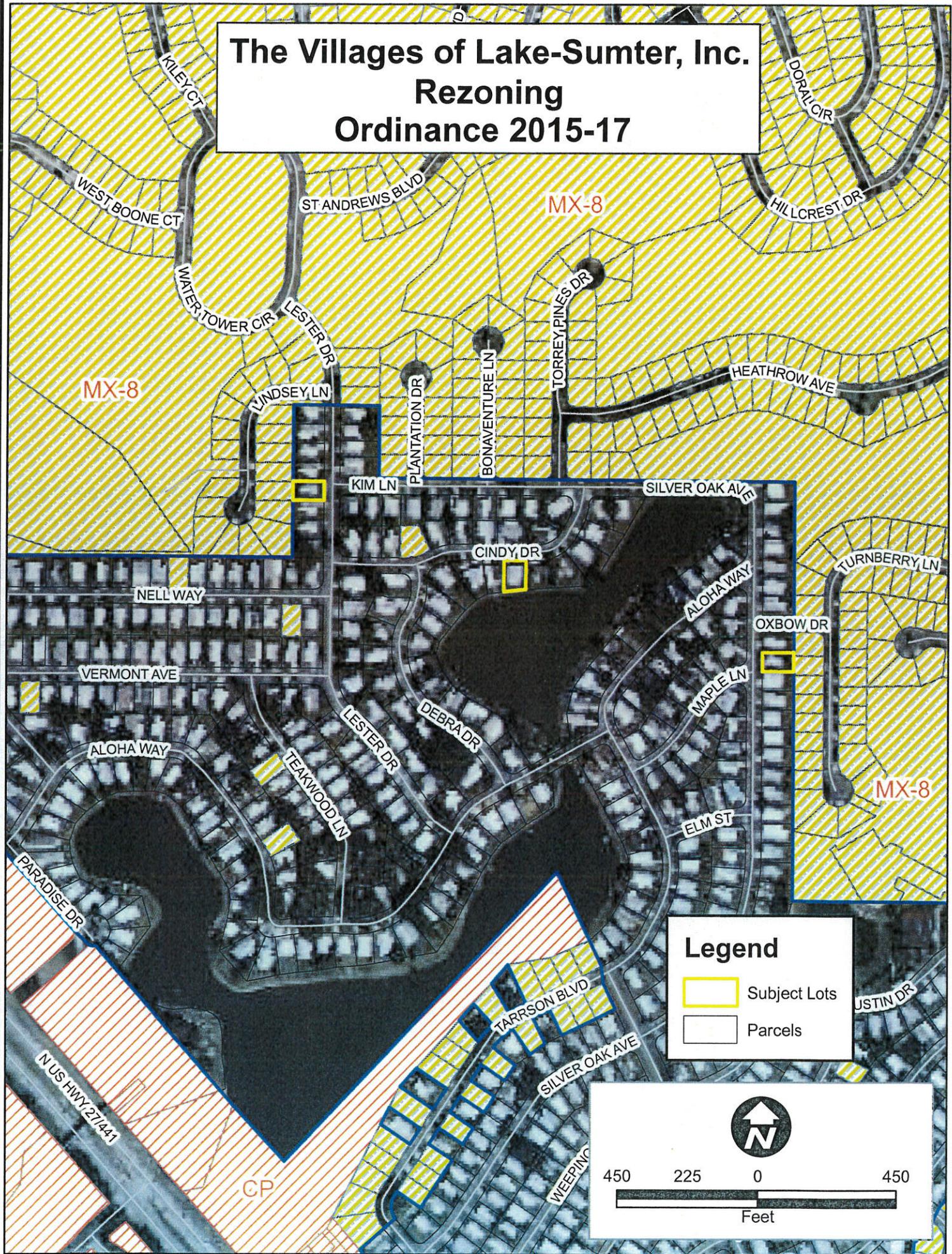
EXHIBIT "A" - Legal Descriptions & Map

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- Parcel ID No. 06-18-24-0200-000-13900
- ORANGE BLOSSOM GARDENS UNIT 2 LOT 139 PB 20 PGS 58-59 ORB 4659 PG 1758
- AND-
- Parcel ID No. 06-18-24-0200-000-06700
- ORANGE BLOSSOM GARDENS UNIT 2 LOT 67 PB 20 PGS 58-59 |ORB 794 PG 1962
- AND-
- Parcel ID No. 06-18-24-0350-000-23300
- ORANGE BLOSSOM GARDENS UNIT 3-1B LOT 233 PB 25 PG 33 |ORB 4654 PG 1867

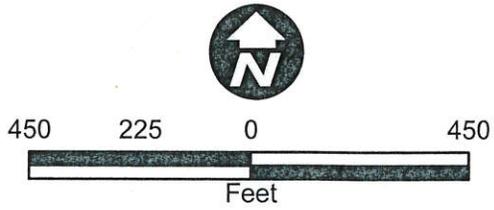


The Villages of Lake-Sumter, Inc. Rezoning Ordinance 2015-17



Legend

-  Subject Lots
-  Parcels



**TOWN OF LADY LAKE
REZONING APPLICATION**

Alternate Key Number See attached list.

1. Owner's Name: The Villages of Lake-Sumter, Inc.
Mailing Address: 1020 Lake Sumter Landing, The Villages, FL 32162
Email Address: See below.
Telephone #: See below.
2. Applicant's Name: The Villages of Lake-Sumter, Inc. - Martin L. Dzuro
Mailing Address: 1045 Lake Sumter Landing, The Villages, FL 32162
Email Address: marty.dzuro@thevillages.com
Telephone #: (352) 753-6262
3. Applicant is: Owner Agent Purchaser Lessee Optionee
4. Property Address/Location: See attached list.
5. Legal Description of Property to be rezoned: See attached list.
6. The property is located in the vicinity of the following streets:
Northeast of US 441, North of Griffin Ave.
7. Area of Property: 18,730.75 Square feet 0.43 Acres
8. Utilities: Central Water Central Sewer Well Septic Tank
9. Existing zoning of property: Lake County: RM - Residential Medium
10. Requested zoning of property: Lady Lake: MX-8 - Mixed Single Family

Note: If the requested zoning is a Planned Unit Development (PUD), indicate type:
 Residential, Commercial, Industrial, Mixed Use, and refer to the requirements of the preliminary development plan and see Chapter ____ of the LDR Code. If the rezoning is to Manufactured Homes High Density (MH-9), a Master Park Plan shall be submitted.
11. Number, square footage and present use of the existing structures on the property;
None.
12. Proposed use the property: Residential

13. Has any land use application been file within last year in connection with this property?
___ Yes X No. If yes, briefly describe the nature of the request and the date
when it was done:

14. Attach a list of the owner's names and mailing addresses for all property lying within a
one hundred fifty (150) foot radius surrounding the property legally described in this
application.

Applications shall include a legal description of the property, sketch or survey of the property,
Proof of ownership and authorization from if represented by an agent or contract purchaser.
If the rezoning request is not consistent with the Future Land Use classification, a
Comprehensive Plan Amendment must be approved prior to the rezoning.

Rezoning Fees:

Rezoning (except PUD, PFD, CP)

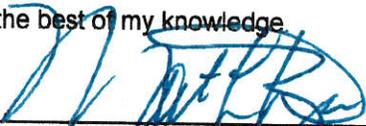
PUD

PFD/CP

Substantial Alterations (PUDS)

Fees Paid: _____

I certify that the statements in this application are true to the best of my knowledge.



Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FIFTY (50)
COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND
DEVELOPMENT REGULATION, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT.
ADDITIONAL COPIES OF APPLICATION AND PLANS WILL BE REQUIRED PRIOR TO CONSIDERATION AT THE
PLANNING AND ZONING BOARD AND TOWN COMMISSION MEETINGS.

Office Use:

Date Application Received: _____ Received by: _____

Fees Paid: _____

APPLICANT'S AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF LAKE**

Before me, the undersigned authority personally appeared Martin L. Dzuro, V.P., who being by me first duly sworn on oath, deposes and says: The Villages of Lake-Sumter Inc.

- (1) That he affirms and certifies that he understands and will comply with all ordinances, regulations and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.
- (2) That the submittal requirements for the application have been completed and attached hereto as part of this application.
- (3) That the applicant desires Rezoning to the MX-8 zoning classification to allow:
Mixed Single Family
- (4) That the sign cards will be posted at least seven (7) days prior to the Planning and Zoning Board hearing and will remain posted until final determination by the Town Commission after which time the sign cards are to be removed.

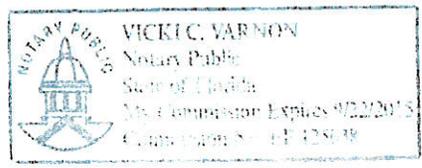


Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 15th day of Sept., 2015, by Martin L. Dzuro, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



Notary Public
Vicki C. Varnon



Parcel ID #: 0618240200-000-13900

Lot 139, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Parcel ID #: 0618240200-000-06700

Lot 67, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

-AND-

Parcel ID #: 0618240350-000-23300

Lot 233, Unit 3.1B, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 25, Page 33 through 35, Public Records of Lake County, Florida.

90,000



Exp. _____
Rec. 10
Dec. _____
Int. _____
Tot. _____

Prepared by and return to:
Gary Fuchs/sss
Attorney at Law
McLin Burnsed
1028 Lake Sumter Landing
The Villages, FL 32162
File No.: P06843

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Warranty Deed

This Warranty Deed made this 31st day of July, 2015 between Frank Harry Hansen, a single man, individually and as Trustee of the Frank Harry Hansen Revocable Living Trust under Agreement dated October 19, 1995, whose post office address is 907 Ramos Drive, The Villages, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-13900

Lot 139, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Together with a 1980 HILLMAN Manufactured Home, ID# 02630695AN & # 02630695BN, Florida Title 17713674 & 17713675 bearing Real Property Decals # R078263 & # R078265 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Stacy Spears
Witness Name: Frankie G. ...

Frank Harry Hansen
Frank Harry Hansen, Individually and as Trustee of the Frank Harry Hansen Revocable Living Trust under Agreement dated October 19, 1995

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 31st day of July, 2015 by Frank Harry Hansen, a single man, individually and as Trustee of the Frank Harry Hansen Revocable Living Trust under Agreement dated October 19, 1995, who is personally known or has produced a driver's license (a) identification.

[Notary Seal]

Stacy Spears
Notary Public
Printed Name: _____
My Commission Expires: _____
STACY S. SPEARS
MY COMMISSION # FF 072774
EXPIRES: December 20, 2017
Bonded thru Budget Notary Services

60,000

RETURN

Prepared by and return to: Gary Fuchs/Jag Attorney at Law McLIn Burned 1028 Lake Sumter Landing The Villages, FL 32162 File No.: P07248

Em: 10
Rec: _____
Doc: _____
Lit: _____

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 31st day of August, 2015 between Alice P. Astling, a single woman, whose post office address is 1410 Lester Drive, Lady Lake, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240200-000-06700

Lot 67, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Jennifer Grovesteen
Witness Name: Jeanmarie Nichols

Alice P. Astling

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 31st day of August, 2015 by Alice P. Astling, who is personally known or has produced a driver's license as identification.

[Notary Seal]



Notary Public
Printed Name: Jennifer Grovesteen
My Commission Expires: 12/5/15

05000

RETURN

Est _____
Rec _____
Doc _____
Int _____
Total _____

Prepared by and return to:
Gary Fuchs/jg
Attorney at Law
McLin Burnsed
1028 Lake Sumter Landing
The Villages, FL 32162
File No.: P07185

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 16th day of July, 2015 between Audrey Lorelei Smith, a single woman, whose post office address is 620 Griffin Avenue, Room 232, Lady Lake, FL 32159, grantor, and The Villages of Lake-Sumter, Inc., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL ID #: 0618240350-000-23300

Lot 233, Unit 3.1B, Orange Blossom Gardens, according to the Plat thereof recorded in Plat Book 25, Pages 33, 34, and 35, Public Records of Lake County, Florida.

Together with a 1983 HILLMAN Manufactured Home, ID# 02610120S, Florida Title 20125096 bearing Real Property Decal # R078942 which is an improvement to the land and an immovable fixture, and by intention of the parties and upon retirement of the Certificate of Title as provided in Florida Statutes 319.261, shall constitute a part of the realty and shall pass with it.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Jennifer Groveske
Witness Name: Jennifer Groveske
Deanna Stupler
Witness Name: DEANNA STUPLER

Audrey Lorelei Smith
Audrey Lorelei Smith

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 16th day of July, 2015 by Audrey Lorelei Smith, a single woman, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]



Jennifer Groveske
Notary Public
Printed Name: Jennifer Groveske
My Commission Expires: 12/5/15

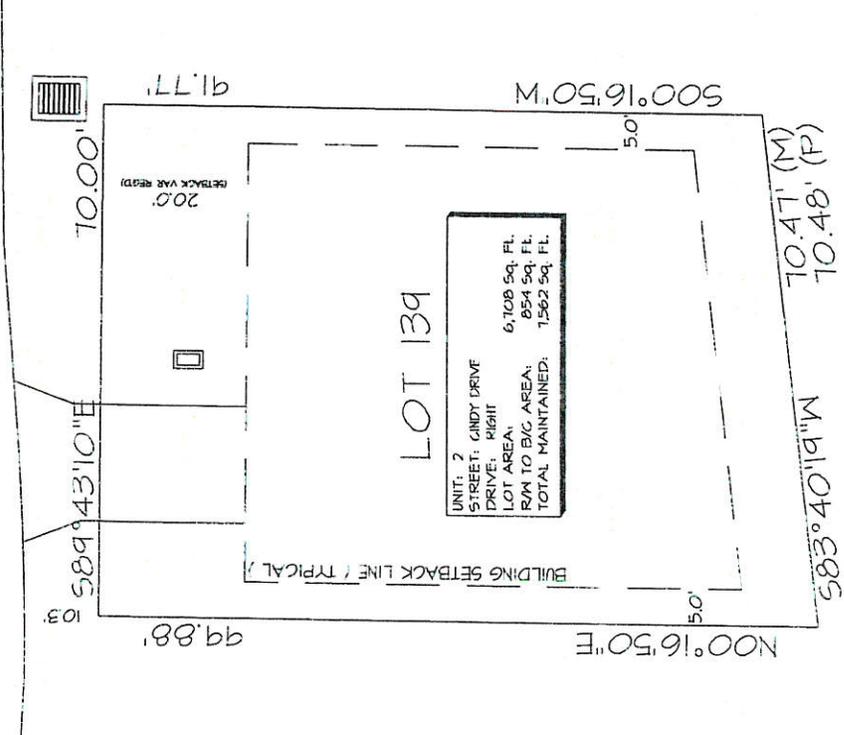
- LEGEND:**
- WATER METER
 - ⊕ IRRIGATION METER
 - ⊕ STREET LIGHT
 - (P) INDICATES PLAT
 - (M) CABLE TV, PEDESTAL / 7" OR 4" ROUND
 - (E) TELEPHONE PEDESTAL / 4" OR 12" ROUND
 - (T) TELEPHONE TRANSFORMER / 20'X20' PAD
 - (E) ELECTRIC TRANSFORMER / 20'X17' PAD
 - (E) ELECTRIC FEED THROUGH CABINET
 - (M) UTILITY VALVE
 - (M) WATER VALVE
 - (M) FIRE HYDRANT
 - (M) STORM INLET
 - (M) VALLEY SUTTER INLET
 - (M) CATCH BASIN
 - (M) MANHOLE
 - (M) LINE EXTENDER PEDESTAL / 7'X30'X14"
 - (M) SWITCH AMP PEDESTAL / 17'X30'X14"
 - (M) SWITCH GEAR / 7' X 7'
 - (M) POWER SUPPLY / 20'X20'X36"
 - (M) BOARD / STOCKADE / PVC FENCE

NOTE: EASEMENTS AND RIGHT OF WAYS IN FAVOR OF THE STATE SHALL BE MAINTAINED AND THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF UTILITIES SUCH AS ELECTRIC LIGHT AND TELEPHONE LINES, TELEVISION, TELEPHONE, CABLE TELEVISION, TELEPHONE, RECREATION FACILITIES AND TELEGRAPH LINES OR THE LIKE SHALL BE THE RESPONSIBILITY OF THE UTILITY PROVIDER. SUCH EASEMENTS AND RIGHT OF WAYS SHALL BE MAINTAINED AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO BE TRANSFERRED TO ANY OTHER PARTY. UTILITY PROVIDERS ARE RESPONSIBLE FOR REPAIRING THE UTILITIES AND EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. HOWEVER, THESE UTILITY PROVIDERS MAY USE ANY EASEMENT OR RIGHT OF WAY SUBJECT TO ANY UTILIZATION OF SUCH EASEMENTS OR RIGHT OF WAYS AND ETL FOR THEIR UTILITIES AND SERVICE BOOMS AND ETL FOR THEIR UTILITIES AND THE DEVELOPER IS WITHOUT KNOWLEDGE AS TO THE LOCATION OF ANY UTILITIES OR RIGHT OF WAYS THAT THESE UTILITY PROVIDERS MAY PLACE THESE ABOVE GROUND ITEMS IN THE FUTURE.



SCALE: 1/16"=1'

CINDY DRIVE



The Villages
Arnett
 ENVIRONMENTAL LLC
 1801 East Street, Suite 100, The Villages, FL 32929
 Phone: 352-399-1111
 Fax: 352-399-1112

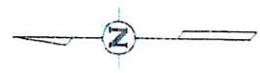
CUSTOMER SIGNATURE: _____ DATE: _____
 CUSTOMER SIGNATURE: _____ DATE: _____

THIS IS NOT A SURVEY
 THIS SKETCH IS INTENDED TO SHOW PERTINENT INFORMATION FOR THE SUBJECT LOT AS SHOWN HEREON. SUCH HAS BEEN OBTAINED THROUGH FIELD SURVEY. PLAT, FIELD MEASUREMENTS AND CONSTRUCTION PLANS AS SUBMITTED BY THE VARIOUS UTILITY COMPANIES (UTILITY LOCATIONS ARE SUBJECT TO CHANGE). ARNETT ENVIRONMENTAL AND/OR ANY AFFILIATES THEREOF ARE NOT RESPONSIBLE OR LIABLE FOR ACCURACY OR CORRECTNESS OF THE INFORMATION AS SHOWN ON THIS SKETCH.

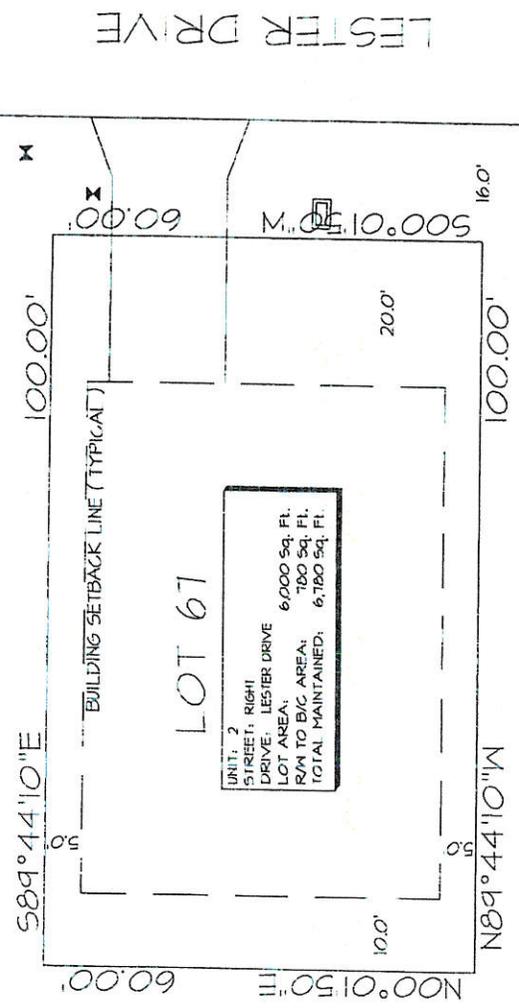
LEGEND

- WATER METER
- IRRIGATION METER
- ◇ STREET LIGHT
- ◇ INDICATES PLAT
- (M) CABLE T.V. FEDESTAL / 7" OR 9" ROUND
- (E) TELEPHONE FEDESTAL / 4" OR 12" ROUND
- (E) ELECTRIC FEDESTAL / 20"x20" PAD
- (E) ELECTRIC FEDESTAL / 3'x3' PAD
- (E) UTILITY VALVE
- (E) WATER VALVE
- (E) FINE HYDRANT
- (E) STORM INLET
- (E) VALVEY GUTTER INLET
- (E) CATCH BASIN
- (E) MANHOLE
- (E) LINE EXTENDER FEDESTAL / 12"x20"x14"
- (E) TRUNK AMP FEDESTAL / 17"x20"x14"
- (E) SWITCH GEAR / T X T
- (E) POWER SUPPLY / 20"x28"x36"
- (E) BOARD / STOC-CATE / PVC FENCE

NOTE: EASEMENTS AND RIGHT OF WAYS IN FAVOR OF THE DEVELOPER ARE HEREBY RESERVED FOR UTILITIES, TELEPHONE, CABLE TELEVISION, AND MAINTENANCE OF UTILITIES, AND FOR ALL OTHER LINES, SANITARY, SEWER, STORM DRAINAGE, WATER, GAS, TELEVISION, TELEPHONE, RECREATION AND CABLE TELEVISION. THESE UTILITIES ARE TO BE INSTALLED AND MAINTAINED BY THE THIRD PARTY UTILITY PROVIDERS UTILIZING THE EASEMENTS AND RIGHT OF WAYS. THE DEVELOPER AGREES TO PROVIDE THE NECESSARY EASEMENTS AND RIGHT OF WAYS TO THE UTILITY PROVIDERS AND LANDSCAPE, FENCE, DISTURBED AREAS, AND OTHER UTILITIES, SUCH AS FENCED, SANITARY, SEWER, STORM DRAINAGE, WATER, GAS, TELEVISION, TELEPHONE, RECREATION AND CABLE TELEVISION, FEDESTALS, AND OTHER UTILITIES, WITHOUT PREJUDICE AS TO THE SPECIFIC LOCATION WITHIN THE EASEMENTS AND RIGHT OF WAYS. THE DEVELOPER AGREES TO MAINTAIN THE EASEMENTS AND RIGHT OF WAYS IN THE FUTURE.



SCALE: 1/16"=1'

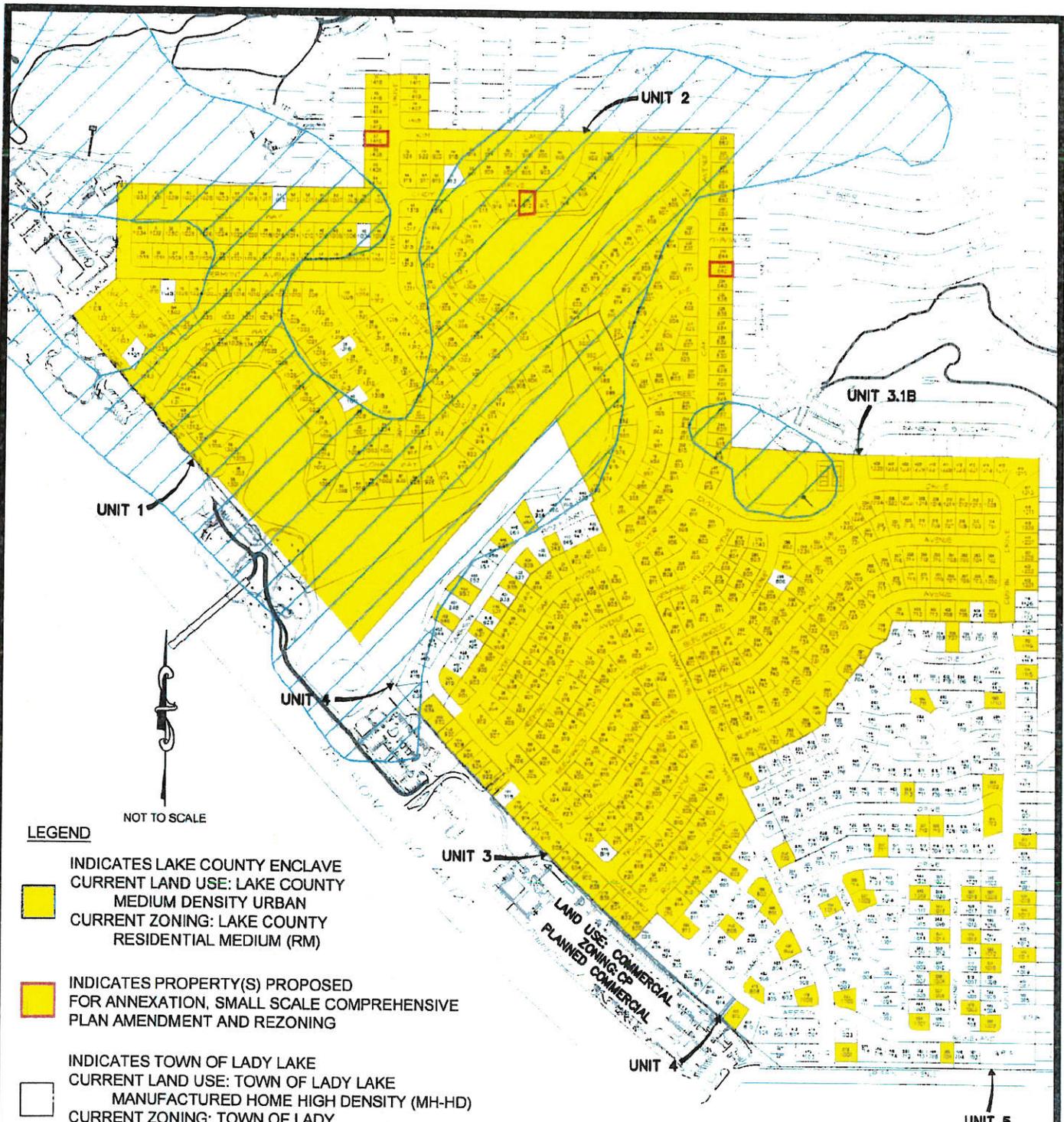


The Villages
by Arnett

Arnett
Environmental LLC
1410 W. UNIVERSITY BLVD.
SUITE 100
ORLANDO, FL 32817

CUSTOMER SIGNATURE: _____
DATE: _____
CUSTOMER SIGNATURE: _____
DATE: _____

THIS IS NOT A SURVEY
THIS SKETCH IS INTENDED TO SHOW PRELIMINARY INFORMATION FOR THE SUBJECT LOT AS SHOWN HEREON. NO WORK HAS BEEN OBTAINED THROUGH PRELIMINARY PLAT FILED MEASUREMENTS AND CONSTRUCTION PLANS AS SUBMITTED BY THE VARIOUS UTILITY COMPANIES. UTILITY LOCATIONS ARE SUBJECT TO CHANGE. THE DEVELOPER, ARNETT ENVIRONMENTAL AND/OR ANY AFFILIATES, THEREOF ARE NOT RESPONSIBLE OR LIABLE FOR ACCURACY OR CORRECTNESS OF THE INFORMATION AS SHOWN ON THIS SKETCH.



LEGEND

NOT TO SCALE

- 
 INDICATES LAKE COUNTY ENCLAVE
 CURRENT LAND USE: LAKE COUNTY
 MEDIUM DENSITY URBAN
 CURRENT ZONING: LAKE COUNTY
 RESIDENTIAL MEDIUM (RM)
- 
 INDICATES PROPERTY(S) PROPOSED
 FOR ANNEXATION, SMALL SCALE COMPREHENSIVE
 PLAN AMENDMENT AND REZONING
- 
 INDICATES TOWN OF LADY LAKE
 CURRENT LAND USE: TOWN OF LADY LAKE
 MANUFACTURED HOME HIGH DENSITY (MH-HD)
 CURRENT ZONING: TOWN OF LADY
 LAKE MIXED SINGLE FAMILY (MX-8)
- 
 FLOOD ZONE
 MAP# 12069C0154E
 PANEL 154 OF 750 (REVISED 12-18-12)

10 — LOT NUMBER
 100 — 911 NUMBER

**PROPOSED
 ORANGE BLOSSOM GARDENS PROPERTIES
 FOR
 ANNEXATION, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
 AND REZONING
 AUGUST 28, 2015**

List No.	UNIT	LOT	HOUSE NO.	ADDRESS	ALT KEY NO.	Plat Book/Page
1	OBG2	139		912 Cindy Drive	2573597	20/58-59
2	OBG2	67		1410 Lester Drive	1483018	20/58-59
3	OBG3-1B	233		842 Silver Oak Avenue	2594195	25/33-35



PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: November 9, 2015

SUBJECT: Ordinance No. 2015-18 An Ordinance of the Town of Lady Lake, Lake County, Florida, Adopting Corrections, Updates and Modifications to the Capital Improvements Schedule of the Town of Lady Lake Comprehensive Plan.

DEPARTMENT: Growth Management

STAFF RECOMMENDED MOTION:

Staff recommends approval of Ordinance No. 2015-18, Adopting Corrections, Updates and Modifications to the Capital Improvements Schedule of the Town of Lady Lake Comprehensive Plan

SUMMARY:

This is a request to adopt the Town's annual update of the Capital Improvements Schedule which is part of the Town's Comprehensive Plan. The Capital Improvement Plan update process and the corresponding requirements are no longer required to be processed by a Comprehensive Plan Amendment, but may be adopted by local Ordinance.

The Town must annually update the Five-Year Schedule of Capital Improvements pursuant to *Florida Statutes*. The purpose of the Capital Improvements Element and the Improvement Schedules is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that adopted Level of Service (LOS) standards are achieved and maintained for concurrency related facilities.

These facilities include: water, water supply, sewer, solid waste, drainage, parks and recreation, public schools, transportation and mass transit. While the Town does not have financial responsibility or accountability regarding some of these public facilities, there is still the requirement to incorporate the five year capital improvement schedules from other entities.

Corrections, updates, and modifications concerning costs, revenues, or the dates of construction of any facility or project identified in the Comprehensive Plan/Capital Improvement Program are not considered amendments and may be accomplished by local ordinance.

Staff recommends forwarding Ordinance 2015-18 to the Planning and Zoning Board for their consideration and recommendation. This ordinance serves to update to the Capital Improvements Schedule as required under F.S. 163.3177(3)(b). The attached "Exhibit A" reflects the proposed improvements for the Five Year Planning Period 2015/16-2019/20. Also attached is Ordinance 2014-10 to document the prior 5-year Capital Improvement Schedule 2014/15 - 2018/19, which is being replaced by this ordinance.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2015-18, provided comments on October 27, 2015, and determined the application to be complete and ready for transmittal to the P&Z Board.

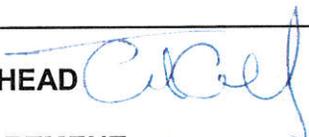
Public Hearings:

The **Town Commission** is scheduled to consider Ordinance 2015-18, at first reading on Monday, November 16, 2015. Second and final reading is scheduled for Monday, December 7, 2015.

FISCAL IMPACT: \$ _____

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Resolution
 Other
 Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD  Submitted 11/2/15 Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER  Approved Agenda Item for: 11/9/15 Date 11/2/15

BOARD ACTION: Approved as Recommended Disapproved
 Tabled Indefinitely Continued to Date Certain
 Approved with Modification

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ORDINANCE NO. 2015-18

AN ORDINANCE OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, ADOPTING CORRECTIONS, UPDATES AND MODIFICATIONS TO THE CAPITAL IMPROVEMENTS SCHEDULE OF THE TOWN OF LADY LAKE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3177(3)(b), Florida Statutes, requires the Town to update the Capital Improvements Schedule of the Capital Improvements Element on an annual basis; and

WHEREAS, the Town of Lady Lake has conducted an annual review of the Capital Improvements Schedule of the Capital Improvements Element and finds that the corrections, updates, and modifications to the improvements schedule concerning costs, revenue sources, and dates of construction of facilities are required to maintain consistency with the Town's Fiscal Year 2015-2019 Capital Improvements Budget; and

WHEREAS, the Planning and Zoning Board reviewed the proposed corrections, updates and modification to the Five Year Capital Improvement Schedule on Monday, November 9, 2015, and rendered its recommendation to the Town Commission; and

WHEREAS, the subject corrections, updates, and modifications related to the Capital Improvements Schedule annual update are accomplished by Ordinance and are not deemed to be amendments to the Town's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA:

Section 1. Modification

The Capital Improvements Schedule of the Town of Lady Lake's Comprehensive Plan is hereby corrected, updated, and modified to include the listed improvements and tables as set forth in Exhibit "A" as filed with the Town Clerk and attached and made a part hereof by this reference.

Section 2. Conflict

All ordinances made in conflict with the Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by a Court, such portion or application

1 shall be deemed a separate, distinct, and independent provision, and such holding shall not affect
2 the validity of the remaining portions or application hereof.

3
4 **Section 4. Effective Date**

5
6 This Ordinance shall become effective immediately upon adoption.

7
8 **PASSED AND ORDAINED** this _____ day of _____, 2015, in the
9 regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon
10 the Second/Final Reading.

11
12 **TOWN OF LADY LAKE, FLORIDA**

13
14
15
16 _____
17 Ruth Kussard, Mayor

18 ATTEST:

19
20
21 _____
22 Kristen Kollgaard, Town Clerk

23
24 APPROVED AS TO FORM:

25
26
27 _____
28 Derek Schroth, Town Attorney
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Exhibit "A"

Proposed Capital Improvements

Water System:

- Well #4 at Water Treatment Plant No.3
- High Service Pump No. 4 at Water Treatment Plant No.3
- Ground Storage Tank at Water Treatment Plant No.3
- [Skyline Hills Water System Improvements](#)
- [New Utilities Operations Building at the Public Works Complex](#)

Wastewater and Stormwater System:

- ~~Wastewater Treatment Plant #1 Improvements~~
- Collection System Improvements – North end of Town Limits

Transportation System:

- Lady Lake Memorandum of Agreement
- SR 500/441 upgrade and expansion to 6 lanes from Lake Ella Road to Avenida Central.
- Villages Elementary School Traffic Signal Update at U.S. 27 At 2 Locations
- Villages Elementary School Sidewalks at CR 25 - 3 Locations
- SR25/500 from ~~Teague Trail/CR25~~ [Avenida Central](#) to Sumter Co. Line - Resurfacing
- Lake Ella Road – New Alignment [from April Hills Blvd. to US 27 441](#)

Public School Facilities:

- Elementary "O" - Villages Relief School (unfunded)
- Villages ES Addition (unfunded)

Library and Parks and Recreation Facilities:

- Guava Street Concession Stand
- [Rolling Acres Sports Complex Parking Lot Paving](#)
- [Teague Trail \(CR 25\) Oak Street Sidewalk Project](#)

TABLE 8-1: WATER SYSTEM CAPITAL IMPROVEMENTS

Project	Imp. Category	Estimated Cost	Phase	Budget Year					Funding Source
				2014/15	2015/16	2016/17	2017/18	2018/19	
Well #4 at Water Treatment Plant No. 3	A	\$640,000	Engineering						Water Impment Fees
			Construction				\$640,000		
High Service Pump No. 4 at Water Treatment Plant No. 3	A	\$100,000	Engineering						Water Impment Fees
			Construction				\$100,000		
Ground Storage Tank at Water Treatment Plant No. 3	A	\$695,000	Construction				\$695,000		Water Impment Fees
TOTAL		\$1,435,000					\$1,435,000		

TABLE 8-1: WATER SYSTEM CAPITAL IMPROVEMENTS

<u>Project</u>	<u>Imp. Category</u>	<u>Estimated Cost</u>	<u>Phase</u>	<u>Budget Year</u>					<u>Funding Source</u>
				<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>	
Well #4 at Water Treatment Plant No. 3	A	\$640,000	Engineering						Water Impact Fees
			Construction			\$640,000			
High Service Pump No. 4 at Water Treatment Plant No. 3	A	\$100,000	Engineering						Water Impact Fees
			Construction				\$100,000		
Ground Storage Tank at Water Treatment Plant No. 3	A	\$695,000	Construction				\$695,000		Water Impact Fees
Skyline Hills Water System Improvements	A	\$800,000	Construction			\$800,000			Utilities Funds
Utilities Operations Building	A	\$200,000	Construction		\$200,000				Water & Sewer Impact Fees
TOTAL		\$2,435,000		\$200,000	\$800,000	\$800,000	\$1,435,000		

TABLE 8-2: WASTEWATER AND STORMWATER SYSTEM CAPITAL IMPROVEMENTS

Project	Imp. Category	Estimated Cost	Phase	Budget Year					Funding Source
				2014/15	2015/16	2016/17	2017/18	2018/19	
Wastewater Treatment Plant #1 Improvements	A	\$500,000	Construction		\$500,000				Utility Funds
Collection System Improvements—North End of Town Limits	A	\$2,000,000	Construction			\$2,000,000			Utility Funds
TOTAL		\$2,500,000			\$500,000	\$2,000,000			

TABLE 8-2: WASTEWATER AND STORMWATER SYSTEM CAPITAL IMPROVEMENTS

<u>Project</u>	<u>Imp. Category</u>	<u>Estimated Cost</u>	<u>Phase</u>	<u>Budget Year</u>					<u>Funding Source</u>
				<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>	
Wastewater Treatment Plant #1 Improvements	A	\$500,000	Construction	\$500,000					Utility Fund
Collection System Improvements - North End of Town Limits	A	\$2,000,000	Construction		\$2,000,000				Utility Fund
TOTAL		\$2,500,000		\$500,000	\$2,000,000				

TABLE 8-3: LIBRARY AND PARKS & RECREATION IMPROVEMENTS

Project	Imp. Category	Estimated Cost	Phase	Budget Year					Funding Source
				2014/15	2015/16	2016/17	2017/18	2018/19	
Euwa Street Concession Stand	€	\$225,000	Construction		\$225,000				Private Funds
Rolling Acres Sports Complex Parking Lot Paving	€	\$125,000	Paving Construction				\$125,000		P&R Impact Fees, City
TOTAL	-	\$345,000			\$225,000		\$125,000		

TABLE 8-3: LIBRARY AND PARKS & RECREATION IMPROVEMENTS

<u>Project</u>	<u>Imp. Category</u>	<u>Estimated Cost</u>	<u>Phase</u>	<u>Budget Year</u>					<u>Funding Source</u>
				<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>	
Conway Street Concession Stand and Parking Lot	C	\$275,000	Construction	\$275,000					P.A.F. Impact Fees
Rolling Acres Sports Complex Parking Lot Paving	C	\$125,000	Paving Construction					\$125,000	P.A.F. Impact Fees
C.R. 290 League Trail Oak Street	C	\$275,000	Construction	\$275,000					Safety Bounty Program
TOTAL		\$625,000		\$500,000				\$125,000	

TABLE 8-4 TRANSPORTATION IMPROVEMENT SCHEDULE

Project	Imp. Category	Type of Work	Estimated Costs	Budget Year - Costs					Funding Source
				2014/15	2015/16	2016/17	2017/18	2018/19	
Lady-Lake Memorandum of Agreement	A	Maintenance/Bridge Roadway/Contract	\$105,515	\$21,505	\$21,505	\$21,505	\$20,500	\$20,500	F1001
Villages Elementary School Pct. Features At U.S. 27 At 2 Locations	A	Traffic Signal Update	\$218,722	\$5,000 Preliminary Eng.	Highways Construction \$213,722				F1001
Villages Elementary School at CR 25.3 Locations	A	Sidewalks	\$420,650	\$123,565 Preliminary Eng.	\$207,085 Highways Construction				F1001
SR 500 (US 441) From Lake Ella Rd. to Avenida Central	A	Add Lane/Reconstruct 4.157 Miles	\$34,120,377	\$137,317 ROW	\$750,000 Highways/Preliminary Eng.			\$33,233,060 Highways Construction	F1001
Lake Ella Road C 6604 from April Hills Boulevard to US-27/441	A	New-Alignment 2.640 LF	\$582,000				\$582,000 Const.		Renewal State Tax
Lake Ella Road C 6604 from April Hills Boulevard to US-27/441	A	New-Alignment 2.640 LF	\$104,000		\$104,000 Const.				County-Road Impact Fees-Central
SR 25/500 from Engine Trail (CR 25) to Summer Co Lane	A	Resurfacing	\$4,302,907	\$200,000 Preliminary Eng.		\$4,102,907 Highways Construction			F1001
TOTAL			\$39,944,171	\$487,387	\$532,312	\$5,068,412	\$602,500	\$33,253,560	

TABLE 8-4 TRANSPORTATION IMPROVEMENT SCHEDULE

Project	Imp. Category	Type of Work	Estimated Costs	Budget Year - Costs					Funding Source
				2015/16	2016/17	2017/18	2018/19	2019/20	
Lady Lake Memorandum of Agreement	A	Maintenance Bridge Roadway Contract	\$107,525	\$21,505	\$21,505	\$21,505	\$21,505	\$21,505	FF001
Villages Elementary School Pkcd. Features At US 27 At 2 Locations	A	Traffic Signal Update	\$346,000	\$199,200 Preliminary Eng.	Highways/Construction \$344,008				FF001
Villages Elementary School at CR 25, 3 Locations	A	Sidewalks	\$297,085	\$297,085 Highways/Construction					FF001
SR 500 (US 441) From Lake Ulla Rd. to Avenida Central	A	Add Lanes Reconstruct 4.157 Miles	\$37,385,962	\$106,357 ROW/ \$5,743 PL	\$750,000 Highways/ Preliminary Eng.			\$36,534,867 Highways/ Construction	FF001
Lake Ulla Road C. 6604 From April Hills Boulevard to US 27, 441	A	New Alignment 2.640 MI	\$230,000					\$230,000 Construction	FF001
SR 25 500 From Avenida Central to Summit Co. Line	A	Resurfacing	\$2,161,362	\$189,985 Preliminary Eng.	\$1,971,377 Highways/ Construction				FF001
TOTAL			\$38,366,572	\$622,667	\$3,086,890	\$21,505	\$21,505	\$36,775,367	

TABLE 8-5 PUBLIC SCHOOLS IMPROVEMENT SCHEDULE

FIVE YEAR CAPITAL
WORK PLAN SUMMARY
FY 2015-2019
September 29, 2014

		Committed Prior Year Expenses /Carryover	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19	5 Year Total
Available for Projects			\$ 14,148,636	\$ 1,161,077	\$ 2,239,677	\$ 245,063	\$ 5,344,482	\$ 23,138,935
Future Project Fund			\$ 1,716,540	\$ 227,617	\$ 57,294	\$ 2,357	\$ -	\$ -
Subtotal			\$ 14,148,636	\$ 2,877,617	\$ 2,467,294	\$ 302,357	\$ 5,346,839	\$ 23,138,935
Proposed Projects	*							
Elementary Schools								
Eustis ES		\$100,000						\$0
Eustis Heights ES Renovation/Addition	C	\$11,581,961						\$0
Oypress Ridge ES Cafeteria		\$2,482,096						\$2,482,096
Classroom Additions		\$6,000,000						\$6,000,000
New Four Corners K-8							\$2,846,839	\$2,846,839
Land Acquisition								
Land Acquisition		\$0	\$3,000,000	\$0	\$0	\$0		\$3,000,000
Capital Renewal								
District Wide Projects		\$3,400,264	\$1,650,000	\$1,650,000	\$910,000			\$4,210,000
Ancillary/Other Project		\$0						\$0
Computer ERP Program (Software)		\$0	\$300,000					\$300,000
Safari Montage/Printing/Lan School		\$245,000	\$2,000,000	\$1,000,000	\$1,500,000	\$300,000	\$2,500,000	\$7,300,000
Computer Refresh/AV Upgrades		\$11,521,169	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000
Capital Reserve			\$12,432,096	\$2,650,000	\$2,410,000	\$300,000	\$5,346,839	\$23,138,935
Project Total								
Capital Reserve - Cumulative Balance			\$8,521,169	\$8,521,169	\$8,521,169	\$8,521,169	\$8,521,169	\$8,521,169

* Status in FY2015 C = Construction; P = Planning; P/C = Planning/Construction

FIVE YEAR CAPITAL WORK PLAN SUMMARY FY 2016-2020 September 14, 2015

	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	5 Year Total
Available for Projects	\$ 9,740,457	\$ 3,606,258	\$ 5,940,545	\$ 23,482,967	\$ 25,924,205	\$ 68,694,433
Future Project Fund	\$ -	\$ 6,219,428	\$ 9,825,687	\$ 15,766,232	\$ 24,402,360	\$ 0
Subtotal	\$ 9,740,457	\$ 9,825,687	\$ 15,766,232	\$ 39,249,199	\$ 50,326,565	\$ 124,908,142
Proposed Projects						
New School Construction						
Cypress Ridge ES Cafeteria	\$3,521,029					\$ 3,521,029
New Four Corners K-6				\$2,846,839	\$30,000,000	\$ 32,846,839
Lake Minneola HS - Addition ¹					\$500,000	\$ 500,000
Lake Hills Classroom Addition ¹					\$100,000	\$ 100,000
Modernization/Renovation						
Beverly Shores ¹					\$1,000,000	\$ 1,000,000
Clermont MS ²				\$1,000,000	\$7,623,867	\$ 8,623,867
Clermont ES ²				\$1,000,000	\$7,623,867	\$ 8,623,867
Eustis ES ¹					\$1,000,000	\$ 1,000,000
Fruitland Park ¹					\$1,000,000	\$ 1,000,000
Land Acquisition						
Capital Renewal Projects				\$7,000,000	\$7,000,000	\$ 14,000,000
Technology Infrastructure Upgrades				\$3,000,000	\$3,000,000	\$ 6,000,000
Capital Reserve	\$8,521,169				-\$8,521,169	\$ (8,521,169)
Project Total	\$3,521,029	\$0	\$0	\$14,846,839	\$50,326,565	\$68,694,433
Capital Reserve - Cumulative Balance	\$8,521,169	\$8,521,169	\$8,521,169	\$8,521,169	\$0	\$0

¹ Planning funds only

² Planning funds/partially funded only

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TABLE 8-6 PUBLIC SCHOOLS IMPROVEMENT SCHEDULE REVENUE SUMMARY

**FIVE YEAR CAPITAL
REVENUE SUMMARY
FY 2015-2019
September 29, 2014**

Revenue:	TAV%	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19	5 YR TOTAL
Local Capital Outlay Levy *	4.6%	\$24,857,134	\$26,050,277	\$27,430,942	\$29,241,384	\$31,288,281	\$138,868,018
Sales Tax (1/3 cent)(Expires 12/31/17)		\$10,000,000	\$10,500,000	\$11,000,000	\$5,500,000	\$0	\$37,000,000
Impact Fee (@25% Level)		\$3,087,600	\$3,087,600	\$3,216,250	\$3,216,250	\$3,344,900	\$15,952,600
PECO Maintenance (State) ***		\$789,503	\$46,547	\$145,871	\$349,689	\$0	\$1,331,590
PECO Regular (State) ***		\$0	\$0	\$0	\$0	\$0	\$0
COB/SBE Bonds (State)		\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay & Debt Service (State)		\$164,318	\$164,318	\$164,318	\$164,318	\$164,318	\$821,590
Prior Year Carryover **		\$5,031,715					\$5,031,715
Other Misc		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Reserve for Debt Service		\$6,753,531					\$6,753,531
Project Roll-Forward		\$8,482,096					\$8,482,096
Total Available		\$59,265,897	\$39,948,742	\$42,057,381	\$38,571,621	\$34,897,499	\$214,741,140
Total Available Including New Loans		\$59,265,897	\$39,948,742	\$42,057,381	\$38,571,621	\$34,897,499	\$214,741,140

* 1.50 mill for Capital Outlay with 0.50 of 2.00 mill moved to Operating Budget by State Legislature
 ** Uncommitted or reallocated prior year funds
 *** as of Sept. 2014 - updated PECO figures released by State

**FIVE YEAR CAPITAL
REVENUE SUMMARY
FY 2016-2020
September 14, 2015**

Revenue:	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	5 YR TOTAL
TAV%	5.6%	5.3%	6.8%	7.0%	8.1%	
Local Capital Outlay Levy ¹	\$26,373,380	\$27,771,169	\$29,326,354	\$31,320,546	\$33,512,984	\$148,304,433
Sales Tax (1/3 cent) Assumes renewal	\$12,486,802	\$12,773,998	\$13,042,252	\$13,329,182	\$13,489,132	\$65,121,366
Impact Fee (@83% Level)	\$7,711,500	\$8,040,625	\$8,040,625	\$8,362,250	\$8,462,250	\$40,617,250
PECO Maintenance (State) ²	\$715,522	\$700,000	\$700,000	\$700,000	\$700,000	\$3,515,522
PECO Regular (State) ²	\$0	\$0	\$0	\$0	\$0	\$0
COBI/SBE Bonds (State)	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay & Debt Service (State)	\$265,114	\$265,114	\$265,114	\$265,114	\$265,114	\$1,325,570
Prior Year Carryover ³	\$8,486,096	\$0	\$0	\$0	\$0	\$8,486,096
Other Misc	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Total Available	\$56,138,414	\$49,650,906	\$51,474,345	\$54,077,092	\$56,529,480	\$267,870,237
Total Available	\$56,138,414	\$49,650,906	\$51,474,345	\$54,077,092	\$56,529,480	\$211,340,757

¹ 1.50 mill for Capital Outlay with 0.50 of 2.00 mill moved to Operating Budget by State Legislature

² as of Sept 2015 - updated PECO figures released by State

³ Uncommitted or reallocated prior year funds

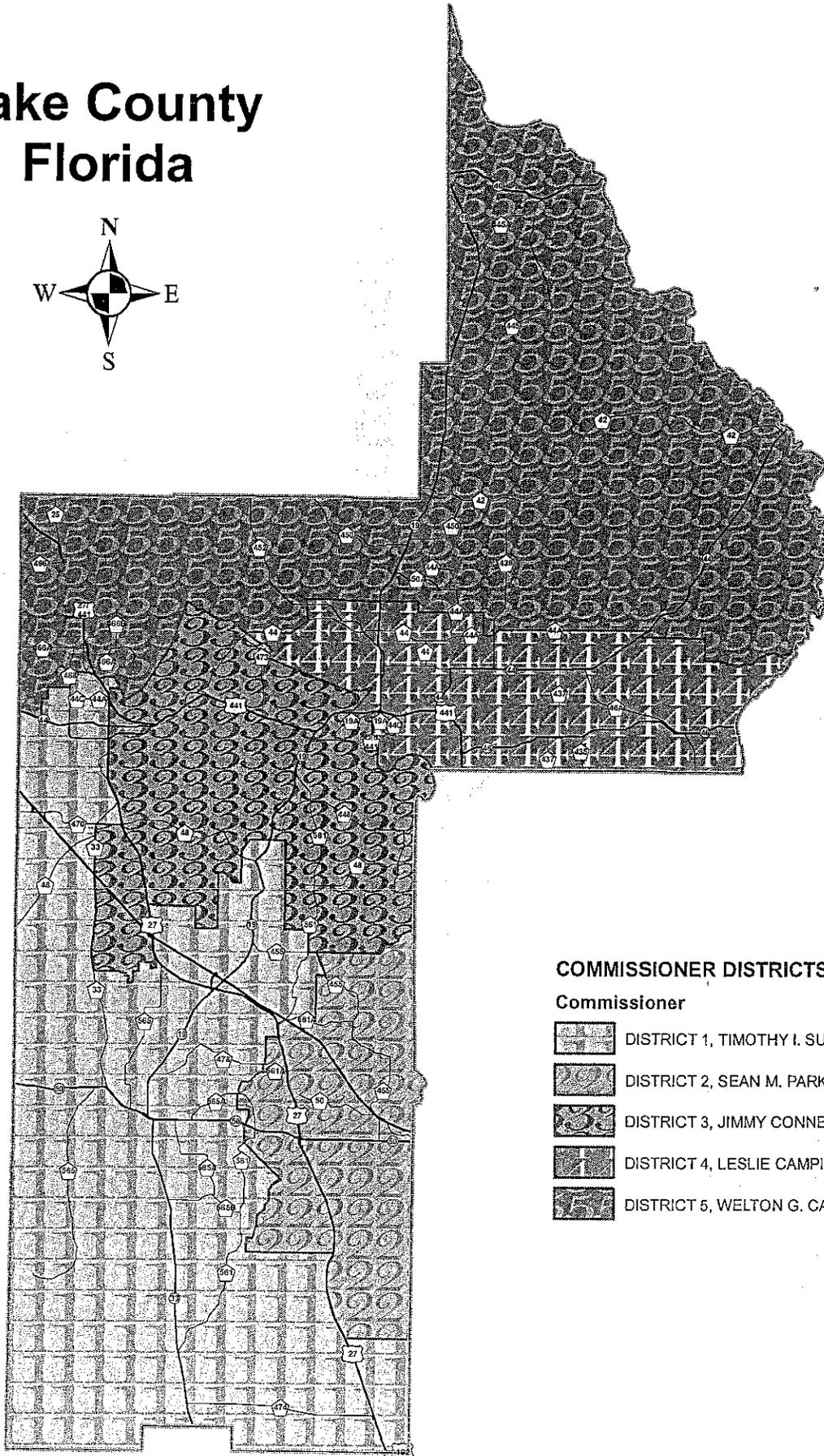
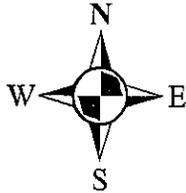


LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS

2016 - 2020 Transportation Construction Program

Prepared By The Department of Public Works
Road Operations Division

Lake County Florida

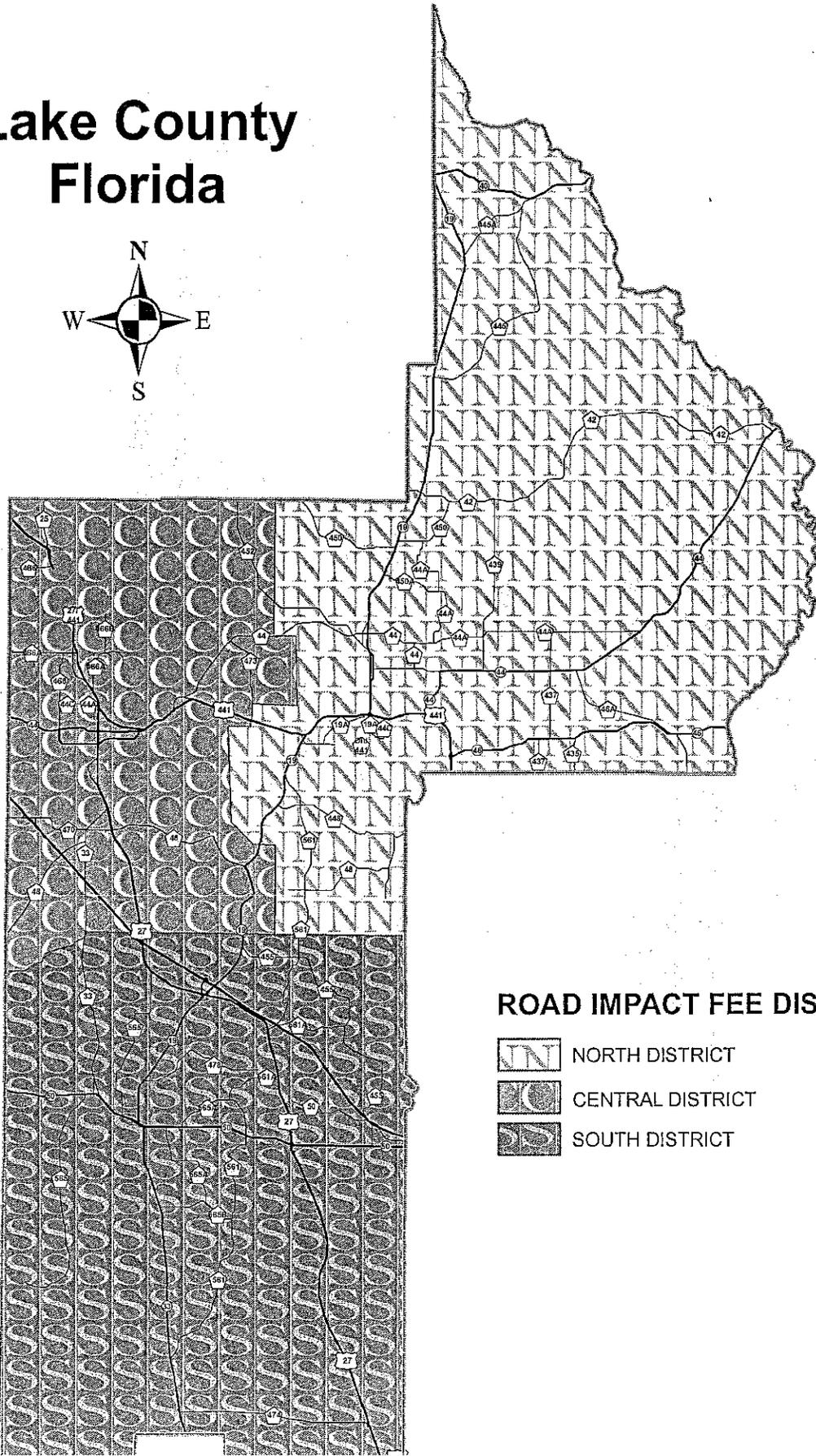
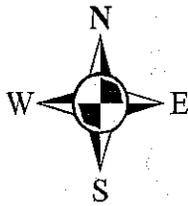


COMMISSIONER DISTRICTS

Commissioner

-  DISTRICT 1, TIMOTHY I. SULLIVAN
-  DISTRICT 2, SEAN M. PARKS
-  DISTRICT 3, JIMMY CONNER
-  DISTRICT 4, LESLIE CAMPIONE
-  DISTRICT 5, WELTON G. CADWELL

Lake County Florida



ROAD IMPACT FEE DISTRICTS

-  NORTH DISTRICT
-  CENTRAL DISTRICT
-  SOUTH DISTRICT



LAKE COUNTY

FLORIDA

**Lake County Board of County Commissioners
Transportation Construction Program
Fiscal Year 2016 through 2020**

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Legend

BD.....	Benefit District
COR.....	Corridor Study
CST.....	Construction
DSN.....	Design
FDOT.....	Florida Department of Transportation
FE.....	Final Engineering
IMF.....	Road Impact Fee Fund
IST.....	Infrastructure Sales Tax Fund
LAND.....	Land
LF.....	Linear Feet
PD&E.....	Project Development & Environment Study
PE.....	Preliminary Engineering
PER.....	Permitting
PR PD&E.....	Preliminary Project Development & Environment Study
ROW.....	Right-of-Way
RSF.....	Resurfacing
SDY.....	Study
SUR.....	Surveying

FUND 1300
Transportation Improvements (LAP)

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS
 5 - YEAR TRANSPORTATION IMPROVEMENT PLAN
 FISCAL YEAR 2016 THRU 2020

FUNDING SOURCE: **FEDERAL/STATE GRANTS**

Local Agency Program and County Incentive Grant Projects to be reimbursed by the Florida Department of Transportation

Project Name	Scope of Work	Cost Estimate	2016 *	2017 *	2018 *	2019 *	2020 *
			* in thousands				
466A Phase I from US-27/441 to Sunny Court <i>SDY03008-CD5</i>	Widen to 4-lane, seeking adv reimburse for CST in FY 2015, TRIP Agmt, FM# 430253	\$ 2,500,000	2,500 CST <i>TRIP Agmt + \$1M Legislative Appropriation</i>				
466A Phase III from Timbertop Lane to Sunny Court <i>SDY03008-CD5</i>	Widen to 4-lane	\$ 2,500,000	2,500 ROW CST <i>Legislative Appropriation</i>				
466A (Picciola Road) from Dogwood Drive C-5913 to South of Twin Palms Road C-5814 <i>SP214010-CD5</i>	Construct paved shoulders, FM# 434422	\$ 257,000	257 CST \$256,384				
Abrams Road C-5371 from Joleen Drive to Brookline Avenue <i>SYM10002-CD4</i>	Construct sidewalk, FM# 432954	\$ 137,000	137 CST \$136,820				
Citrus Grove Road C-1946 Phase I from Grassy Lake Rd C-1846 to N. Hancock Rd C-1354 <i>REB14001-CD2</i>	Add lanes and reconstruct, seeking adv reimburse for PE in FY 2015, FM#435541	\$ 600,000	600 ROW				
Citrus Grove Road C-1946 Phase II from US-27 to Grassy Lake Rd C-1846 <i>REB14001-CD2</i>	Add lanes and reconstruct	\$ 1,000,000	1,000 ROW <i>Legislative Appropriation</i>				

*Estimated cost:
 Phase I from Grassy Lake Rd to N. Hancock Rd \$5.5M CST
 Phase II from US-27 to Grassy Lake Rd \$6M CST (unfunded)*

FUND 1300
Transportation Improvements (LAP)

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS
 5 - YEAR TRANSPORTATION IMPROVEMENT PLAN
 FISCAL YEAR 2016 THRU 2020

FUNDING SOURCE: **FEDERAL/STATE GRANTS**

Local Agency Program and County Incentive Grant Projects to be reimbursed by the Florida Department of Transportation

* in thousands

Project Name	Scope of Work	Cost Estimate	2016 *	2017 *	2018 *	2019 *	2020 *
Lake-Wekiva Trail from SR-46 to Hojin Street (Segment 2) <i>SP115007-CD4</i>	Construct bike path/trail <i>13,358 LF</i> FM# 430975-3	\$ 155,000	155 DSN				
Lake-Wekiva Trail from Tremain Street to SR-46 (Segment 1) <i>SP115006-CD4</i>	Construct bike path/trail <i>29,198 LF</i> FM# 430975-2	\$ 505,000	505 DSN				
		\$ 7,654,000					

Projected Expenditures

Budgeted Amount

Balance

7,654 0 0 0 0 0
 7,654 0 0 0 0 0
 0 0 0 0 0 0

FUND 1153
Road Impact Fees

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS
 5 - YEAR TRANSPORTATION IMPROVEMENT PLAN
 FISCAL YEAR 2016 THRU 2020

FUNDING SOURCE: **ROAD IMPACT FEES BENEFIT DISTRICT 3**

* in thousands

Project Name	Type of Work	Cost Estimate	2016 *	2017 *	2018 *	2019 *	2020 *
466A (Miller Street) from Timbertop Lane to US-27/441 (Phase I and III) <i>SDY03008-CD5</i>	Widen to 4-lane with paved shoulders and improve intersection ~ 10,824 LF	\$ 2,335,000	2,335 ROW DSN CST				
Total Cost Estimate		\$ 2,335,000					

Available Balance	2,335	0	0	0	0	0
Projected New Revenue (No new revenue projected)	0	0	0	0	0	0
Projected Expenditures	2,335	0	0	0	0	0
Projected Available Revenue	0	0	0	0	0	0

FUND 1157
Road Impact Fees

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS
 5 - YEAR TRANSPORTATION IMPROVEMENT PLAN
 FISCAL YEAR 2016 THRU 2020

FUNDING SOURCE: ROAD IMPACT FEES SOUTH LAKE COUNTY

* in thousands

Project Name	Type of Work	Cost Estimate	2016 *	2017 *	2018 *	2019 *	2020 *
455 Intersection with CR-50 INT97033-CD2	Intersection improvements	\$ 325,000	75 ROW DSN			250 CST	
Citrus Grove Road C-1946 Phase I from Grassy Lake Rd C-1846 to N. Hancock Rd C-1354 REB14001-CD2	Add lanes and reconstruct, seeking adv reimburse for PE in FY 2015, dev agmt, FM#435541	\$ 6,234,000		750 ROW		5,484 CST	
Citrus Grove Road C-1946 Phase II from US-27 to Grassy Lake Rd C-1846 REB14001-CD2	Add lanes and reconstruct, developer's agreement	\$ 2,600,000	400 DSN				2,200 CST
Foggate Road Extension from US-27 to Grassy Lake Road C-1846 AFRD08049-CD2	Construct new 2-lane road with curb & gutter, signal at US-27, developer's agreement	\$ 25,000	25 PE <i>Additional funding needed Cost estimate: \$3.6M CST</i>				
Total Cost Estimate		\$ 9,184,000					

Available Balance	1,200	2,001	2,812	4,686	1,200
Projected New Revenue	1,301	1,561	1,873	2,248	2,698
Projected Expenditures	500	750	0	5,734	2,200
Projected Available Revenue	2,001	2,812	4,686	1,200	1,698

FUND 1158
Road Impact Fees

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS
 5 - YEAR TRANSPORTATION IMPROVEMENT PLAN
 FISCAL YEAR 2016 THRU 2020

FUNDING SOURCE: **ROAD IMPACT FEES CENTRAL LAKE COUNTY**

* in thousands

Project Name	Type of Work	Cost Estimate	2016 *	2017 *	2018 *	2019 *	2020 *
CR-468 Intersection with Lewis Road C-5105 <i>SP215008-CD1</i>	Construct northbound left turn lane	\$ 275,000	25 PE		250 CST		
Lake Ella Road C-6604 from April Hills Boulevard to US-27/441 <i>NRD02006-CD5</i>	New alignment ~ 2,640 LF	\$ 230,000					230 CST <i>Additional funding needed; total cost estimate \$2M</i>
Total Cost Estimate		\$ 505,000					

Available Balance	88	119	186	17	114	0
Projected New Revenue	56	67	81	97	116	230
Projected Expenditures	25	0	250	0	250	230
Projected Available Revenue	119	186	17	114	0	0

FUND 1159
Road Impact Fees

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS
 5 - YEAR TRANSPORTATION IMPROVEMENT PLAN
 FISCAL YEAR 2016 THRU 2020

FUNDING SOURCE: ROAD IMPACT FEES NORTH LAKE COUNTY

* in thousands

Project Name	Type of Work	Cost Estimate	2016 *	2017 *	2018 *	2019 *	2020 *
437 from Adair Avenue C-3987 to Wolf Branch Road C-4583 SDY08025-CD4	Project Development & Environmental Study	\$ 200,000	200 PD&E				
Round Lake Road/C- 439 from Wolf Branch Road C-4583 to SR-44 SDY12012-CD4	Project Development & Environmental Study	\$ 227,000		227 PD&E			
Total Cost Estimate		\$ 427,000					

Available Balance	241	174	107	298	528
Projected New Revenue	133	160	192	230	276
Projected Expenditures	200	227	0	0	0

Projected Available Revenue	174	107	298	528	804
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FUND 3040
Transportation Improvements

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS
 5 - YEAR TRANSPORTATION IMPROVEMENT PLAN
 FISCAL YEAR 2016 THRU 2020

FUNDING SOURCE: **RENEWAL SALES TAX CAPITAL PROJECTS - ROADS**

* in thousands

Project Name	Type of Work	Cost Estimate	2016 *	2017 *	2018 *	2019 *	2020 *
Camphor Road and Juniper Street Special Assessment (potential project) <i>SPA15009-CD5</i>	Pave non-County maintained roads in the Carlton Village subdivision	\$ 90,000 <i>County share only. \$182,441 property owner share in CTT. Total \$272,300</i>	90 DSN CST \$89,859				
Griffin View Drive C-7212 Intersection with Harbor Hills Boulevard <i>INT10033-CD5</i>	Intersection improvements	\$ 200,000	200 CST				
Hartwood Marsh Road C-0854 Intersection with US-27 <i>INT15010-CD2</i>	Construct receiving lane for dual-left on US-27 and resurface to Hancock Road	\$ 600,000	100 DSN ROW	500 CST			
Johns Lake Road C-1158 from Lost Lake Elem to Hancock Road C-1254 <i>W18R10028-CD2</i>	Widen to 24', curb & gutter, resurface, construct sidewalk ~ 3,985 LF	\$ 2,650,000	750 ROW DSN	1,900 CST			
Kurt Street from US-441 to SR-19 (Interlocal Agreement with City of Eustis) <i>RSF15003-CD4</i>	Mill and resurface ~ 8,330 LF Three-phase project, split 50/50 with City of Eustis	\$ 450,000	150 CST	150 CST	150 CST		
Log House Road C-0835 Intersection with CR-561 and CR-565B <i>SYW09031-CD1</i>	Construct turn lane and sidewalk	\$ 758,000	100 DSN	658 CST			

FUND 3040
Transportation Improvements

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS
 5 - YEAR TRANSPORTATION IMPROVEMENT PLAN
 FISCAL YEAR 2016 THRU 2020

FUNDING SOURCE: **RENEWAL SALES TAX CAPITAL PROJECTS - ROADS** * in thousands

Project Name	Type of Work	Cost Estimate	2016 *	2017 *	2018 *	2019 *	2020 *
Old Highway 441 from 65' East of Disston Avenue to Eudora Road C-4564 <i>RSF13003-CD384</i>	Mill and resurface ~ 15,838 LF	\$ 965,000	965 CST				
Orange Avenue from Rose Street to CR-450 (Umatilla) <i>Interlocal with City of Umatilla SP212011-CD5</i>	Redesign and rehabilitate (last of 2-year commitment of \$88,650 as grant match)	\$ 88,650	89 DSN CST \$88,650				
Oswalt Road C-0840 from Lakeshore Drive C-1040 to Reagan's Run Drive C-0840B <i>WR08035-CD2</i>	Widen to 24', resurface, construct turn lanes at Reagan's Run Drive ~ 4,570 LF	\$ 975,000	975 CST				
Total Cost Estimate		\$ 6,776,650					

Balance Carried Forward (from previous year)	1,672	768	150	0	0
Projected New Revenue (adjusts for Equipment expenditure & reserve balance)	2,515	2,590			
Projected Expenditures	3,419	3,208	150	0	0
Projected Available Revenue	768	150	0	0	0

Projected New Revenue is 50% of total estimated funds collected.
The remaining 40% collected will be for road resurfacing, and 10% will be used for sidewalk retrofitting.

FUND 3040
Resurfacing & Sidewalk

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS
 5 - YEAR RESURFACING PLAN
 FISCAL YEAR 2016 THRU 2020

FUNDING SOURCE: **RENEWAL SALES TAX CAPITAL PROJECTS - ROADS**

* in thousands

Project Name	Type of Work	Cost Estimate	2016 *	2017 *	2018 *	2019 *	2020 *
Countywide Resurfacing Program	Resurface roads throughout Lake County	\$ 2,498,000	2,498 RSF	TBD RSF			
Countywide Sidewalk Retrofit Program	Retrofit sidewalk throughout Lake County for ADA compliance	\$ 624,000	624 CST	TBD CST			
Total Cost Estimate		\$ 3,122,000					

50% of the total estimated funds collected will be used for road construction and equipment, 40% will be used for road resurfacing, and 10% will be used for sidewalk retrofitting.

Five Year Work Program

Selection Criteria	
District 05 (Updated: 10/20/2015-00:18:38) Item Number:417199-1	2016-2020 AD Lake County

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Project Summary					
Transportation System: INTRASTATE STATE HIGHWAY			District 05 - Lake County		
Description: LADY LAKE MEMORANDUM OF AGREEMENT					
Type of Work: ROUTINE MAINTENANCE			View Scheduled Activities		
Item Number: 417199-1					
Project Detail					
Fiscal Year:	2016	2017	2018	2019	2020
Maintenance/Bridge/Roadway/Contract Maintenance					
Amount:	\$21,505	\$21,505	\$21,505	\$21,505	\$21,505

Five Year Work Program

Selection Criteria	
District 05 (Updated: 10/20/2015-00:18:36) Item Number:238395-5	2016-2020 AD Lake County

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Project Summary					
Transportation System: INTRASTATE STATE HIGHWAY			District 05 - Lake County		
Description: SR 500 (US 441) FROM LAKE ELLA RD TO AVENIDA CENTRAL					
Type of Work: ADD LANES & RECONSTRUCT			View Scheduled Activities		
Item Number: 238395-5					
Length: 4.157			View Map of Item		
Project Detail					
Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	\$5,743	\$750,000			
Highways/Right of Way					
Amount:	\$106,357				
Highways/Construction					
Amount:				\$36,523,862	
Item Total:	\$112,100	\$750,000		\$36,523,862	

Five Year Work Program

Selection Criteria	
District 05 (Updated: 10/20/2015-00:18:36) Item Number:432333-1	2016-2020 AD Lake County

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Project Summary					
Transportation System: INTRASTATE STATE HIGHWAY		District 05 - Lake County			
Description: SR25/500 FROM AVIENDA CENTRAL/GRIFFIN AVE TO SUMTER CO LINE					
Type of Work: RESURFACING			View Scheduled Activities		
Item Number: 432333-1					
Length: 1.107					View Map of Item
Project Detail					
Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	\$189,985				
Highways/Construction					
Amount:		\$1,971,377			
Item Total:					
	\$189,985	\$1,971,377			

Five Year Work Program

Selection Criteria	
District 05 (Updated: 10/20/2015-00:18:36) Item Number:433200-1	2016-2020 AD Lake County

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Project Summary					
Transportation System: NON-INTRASTATE OFF STATE HIGHWAY		District 05 - Lake County			
Description: VILLAGES ELEMENTARY SCHOOL AT CR 25 3 LOCATIONS					
Type of Work: SIDEWALK			View Scheduled Activities		
Item Number: 433200-1					
Length: 0.650					View Map of Item
Project Detail					
Fiscal Year:	2016	2017	2018	2019	2020
Highways/Construction					
Amount:	\$297,085				

Five Year Work Program

Selection Criteria	
District 05 (Updated: 10/20/2015-00:18:36) Item Number:433214-1	2016-2020 AD Lake County

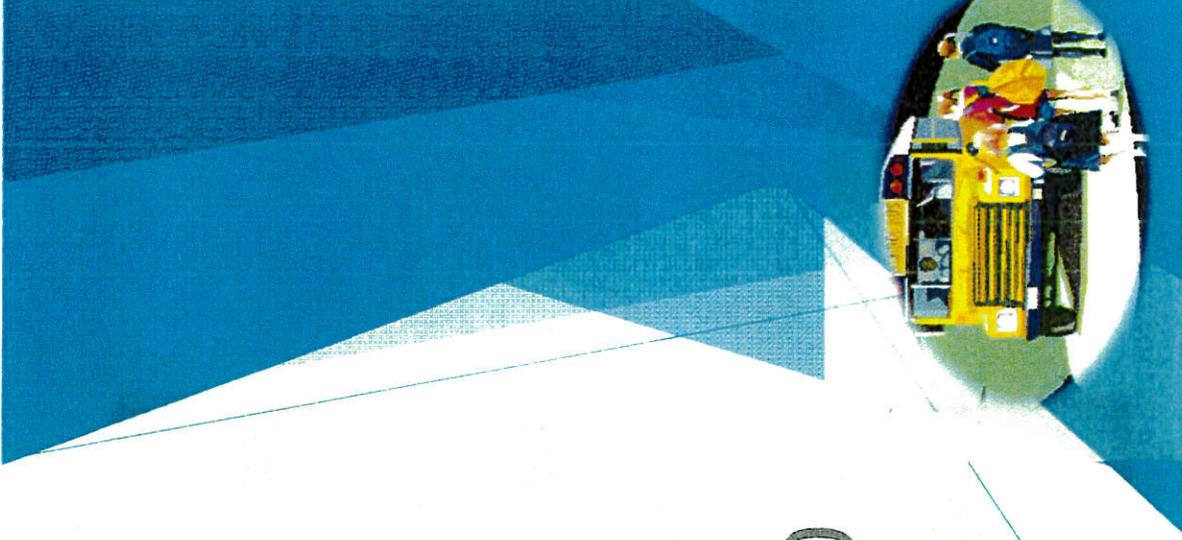
[Display current records in a Report Style](#)
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Project Summary					
Transportation System: INTRASTATE STATE HIGHWAY	District 05 - Lake County				
Description: VILLAGES ELEMENTARY SCHOOL PED FEATURES AT US 27 2 LOCATIONS	View Scheduled Activities				
Type of Work: TRAFFIC SIGNAL UPDATE	View Map of Item				
Item Number: 433214-1					
Length: 0.539					
Project Detail					
Fiscal Year:	2016	2017	2018	2019	2020
Highways/Preliminary Engineering					
Amount:	\$1,992				
Highways/Construction					
Amount:	\$344,008				
Item Total:	\$346,000				

Review of Budget 2015-2016 District Facilities Work Program

FY 2016-2020

September 14, 2015
Board Meeting



**FIVE YEAR CAPITAL SUMMARY OF PROPOSED CHANGES
FROM FY 2015-2019 TO FY 2016-2020
September 14, 2015**

Summary of Proposed Changes Capital Projects From FY 2015-2019 to FY 2016-2020	
Approved in FY 2015	Proposed Changes FY 2016
	Assumes sales tax extension
	Assumes impact fee collection ¹
Buses/Transportation	Funding increased in first four years
	White Fleet Replacement added
Portable Transfer/Lease	Funding increased
Cypress Ridge ES Cafeteria	Funding carried over and increased
Classroom Additions	Project deleted
Vocational Equipment	Deleted - funded through CAPE revenue ²
Technology Refresh	Funding increased
Safety & Security	Funding increased in first four years
New Four Corners K-8	Funded in FY 2019-20
	LMHS planning funds added in last year
	Lake Hills partial planning funds added last year
	Modernization/Renovation partially funded
	Capital Renewal Projects added
	Tech Infrastructure Upgrades added
Capital Reserve	Funds used in FY 2019-20

¹ Reflects current rate as set by the Lake BCC

² CAPE revenue w/in General Fund

FIVE YEAR CAPITAL REVENUE SUMMARY

FY 2016-2020

September 14, 2015

	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	5 YR TOTAL
Revenue:						
TAV%	5.6%	5.3%	6.8%	7.0%	8.1%	
Capital Outlay Levy ¹	\$26,373,380	\$27,771,169	\$29,326,354	\$31,320,546	\$33,512,984	\$148,304,433
Property Tax (1/3 cent) Assumes renewal	\$12,486,802	\$12,773,998	\$13,042,252	\$13,329,182	\$13,489,132	\$65,121,366
Impact Fee (@.83% Level)	\$7,711,500	\$8,040,625	\$8,040,625	\$8,362,250	\$8,462,250	\$40,617,250
ISO Maintenance (State) ²	\$715,522	\$700,000	\$700,000	\$700,000	\$700,000	\$3,515,522
ISO Regular (State) ²	\$0	\$0	\$0	\$0	\$0	\$0
31/SBE Bonds (State)	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay & Debt Service (State)	\$265,114	\$265,114	\$265,114	\$265,114	\$265,114	\$1,325,570
1 Year Carryover ³	\$8,486,096	\$0	\$0	\$0	\$0	\$8,486,096
Other Misc	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Total Available	\$56,138,414	\$49,650,906	\$51,474,345	\$54,077,092	\$56,529,480	\$267,870,237
Total Available	\$56,138,414	\$49,650,906	\$51,474,345	\$54,077,092	\$56,529,480	\$211,340,757

0 mill for Capital Outlay with 0.50 of 2.00 mill moved to Operating Budget by State Legislature
of Sept 2015 - updated PECO figures released by State
committed or reallocated prior year funds

**FIVE YEAR CAPITAL
ON-GOING EXPENDITURES SUMMARY**

FY 2016-2020

September 14, 2015

	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	5 YR TOTAL
Total Revenue Available	\$56,138,414	\$49,650,906	\$51,474,345	\$54,077,092	\$56,529,480	\$267,870,237
On-going Expenditures:						
Capital Debt Service	\$30,172,435	\$30,444,648	\$30,933,800	\$18,494,125	\$18,505,275	\$128,550,282
Buses/Transportation	\$4,000,000	\$4,000,000	\$3,000,000	\$2,000,000	\$2,000,000	\$15,000,000
Light Fleet Replacement	\$960,000	\$350,000	\$350,000	\$0	\$0	\$1,660,000
Maintenance Projects - PECO	\$715,522	\$700,000	\$700,000	\$700,000	\$700,000	\$3,515,522
Maintenance Projects - Local Funded	\$4,000,000	\$4,000,000	\$4,000,000	\$3,500,000	\$3,500,000	\$19,000,000
Maintenance Transfer to General Fund	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
Portable Transfer/Lease	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,500,000
Capital School Equipment	\$100,000	\$100,000	\$100,000	\$50,000	\$50,000	\$400,000
Technology Refresh	\$3,500,000	\$3,500,000	\$3,500,000	\$3,000,000	\$3,000,000	\$16,500,000
Environmental Projects	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Safety & Security	\$200,000	\$200,000	\$200,000	\$100,000	\$100,000	\$800,000
On-going Expenditures Total	\$46,397,957	\$46,044,648	\$45,533,800	\$30,594,125	\$30,605,275	\$199,175,804
Available for Projects	\$9,740,457	\$3,606,258	\$5,940,545	\$23,482,967	\$25,924,205	\$68,694,433
Estimated Available for Projects	\$9,740,457	\$3,606,258	\$5,940,545	\$23,482,967	\$25,924,205	\$42,770,228

FIVE YEAR CAPITAL WORK PLAN SUMMARY

FY 2016-2020

September 14, 2015

	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	5 Year Total
Available for Projects	\$ 9,740,457	\$ 3,606,258	\$ 5,940,545	\$ 23,482,967	\$ 25,924,205	\$ 68,694,433
Future Project Fund	\$ -	\$ 6,219,428	\$ 9,825,687	\$ 15,766,232	\$ 24,402,360	\$ 0
Subtotal	\$ 9,740,457	\$ 9,825,687	\$ 15,766,232	\$ 39,249,199	\$ 50,326,565	\$ 124,908,142
Proposed Projects						
New School Construction						
Cypress Ridge ES Cafeteria	\$3,521,029					\$ 3,521,029
New Four Corners K-8				\$2,846,839	\$30,000,000	\$ 32,846,839
Lake Minneola HS - Addition ¹					\$500,000	\$ 500,000
Lake Hills Classroom Addition ¹					\$100,000	\$ 100,000
Modernization/Renovation						
Beverly Shores ¹					\$1,000,000	\$ 1,000,000
Clermont MS ²				\$1,000,000	\$7,623,867	\$ 8,623,867
Clermont ES ²				\$1,000,000	\$7,623,867	\$ 8,623,867
Eustis ES ¹					\$1,000,000	\$ 1,000,000
Fruitland Park ¹					\$1,000,000	\$ 1,000,000
Land Acquisition						
Capital Renewal Projects				\$7,000,000	\$7,000,000	\$ 14,000,000
Technology Infrastructure Upgrades				\$3,000,000	\$3,000,000	\$ 6,000,000
Capital Reserve	\$8,521,169				-\$8,521,169	\$ (8,521,169)
Project Total	\$3,521,029	\$0	\$0	\$14,846,839	\$50,326,565	\$68,694,433
Capital Reserve - Cumulative Balance	\$8,521,169	\$8,521,169	\$8,521,169	\$8,521,169	\$0	\$0

¹ Planning funds only

² Planning funds/partially funded only

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FIVE YEAR CAPITAL WORK PLAN SUMMARY

FY 2016-2020

September 14, 2015

	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	5 Year Total
Available for Projects	\$ 9,740,457	\$ 3,606,258	\$ 5,940,545	\$ 23,482,967	\$ 25,924,205	\$ 68,694,433
Future Project Fund	\$ -	\$ 6,219,428	\$ 9,825,687	\$ 15,766,232	\$ 24,402,360	\$ 0
Subtotal	\$ 9,740,457	\$ 9,825,687	\$ 15,766,232	\$ 39,249,199	\$ 50,326,565	\$ 124,908,142
Proposed Projects						
New School Construction						
Cypress Ridge ES Cafeteria	\$3,521,029					\$ 3,521,029
New Four Corners K-8				\$2,846,839	\$30,000,000	\$ 32,846,839
Lake Minneola HS - Addition ¹					\$500,000	\$ 500,000
Lake Hills Classroom Addition ¹					\$100,000	\$ 100,000
Modernization/Renovation						
Beverly Shores ¹					\$1,000,000	\$ 1,000,000
Clermont MS ²			\$1,000,000		\$7,623,867	\$ 8,623,867
Clermont ES ²			\$1,000,000		\$7,623,867	\$ 8,623,867
Eustis ES ¹					\$1,000,000	\$ 1,000,000
Fruitland Park ¹					\$1,000,000	\$ 1,000,000
Land Acquisition						
Capital Renewal Projects				\$7,000,000	\$7,000,000	\$ 14,000,000
Technology Infrastructure Upgrades				\$3,000,000	\$3,000,000	\$ 6,000,000
Capital Reserve	\$8,521,169				-\$8,521,169	-\$8,521,169
Project Total	\$3,521,029	\$0	\$0	\$14,846,839	\$50,326,565	\$68,694,433
Capital Reserve - Cumulative Balance	\$8,521,169	\$8,521,169	\$8,521,169	\$8,521,169	\$0	\$0

¹ Planning funds only

² Planning funds/partially funded only

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ORDINANCE NO. 2014-10

AN ORDINANCE OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, ADOPTING CORRECTIONS, UPDATES AND MODIFICATIONS TO THE CAPITAL IMPROVEMENTS SCHEDULE OF THE TOWN OF LADY LAKE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3177(3)(b), Florida Statutes, requires the Town to update the Capital Improvements Schedule of the Capital Improvements Element on an annual basis; and

WHEREAS, the Town of Lady Lake has conducted an annual review of the Capital Improvements Schedule of the Capital Improvements Element and finds that the corrections, updates, and modifications to the improvements schedule concerning costs, revenue sources, and dates of construction of facilities are required to maintain consistency with the Town's Fiscal Year 2014-2018 Capital Improvements Budget; and

WHEREAS, the Planning and Zoning Board reviewed the proposed corrections, updates and modification to the Five Year Capital Improvement Schedule on Wednesday, November 10, 2014, and rendered its recommendation to the Town Commission; and

WHEREAS, the subject corrections, updates, and modifications related to the Capital Improvements Schedule annual update are accomplished by Ordinance and are not deemed to be amendments to the Town's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA:

Section 1. Modification

The Capital Improvements Schedule of the Town of Lady Lake's Comprehensive Plan is hereby corrected, updated, and modified to include the listed improvements and tables as set forth in Exhibit "A" as filed with the Town Clerk and attached and made a part hereof by this reference.

Section 2. Conflict

All ordinances made in conflict with the Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by a Court, such portion or application

shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

Section 4. Effective Date

This Ordinance shall become effective immediately upon adoption.

PASSED AND ORDAINED this 5TH day of DECEMBER, 2014, in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon the Second/Final Reading.

TOWN OF LADY LAKE, FLORIDA

Ruth Kussard
Ruth Kussard, Mayor

ATTEST:

Kristen Kollgaard
Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

Derek Schroth
Derek Schroth, Town Attorney

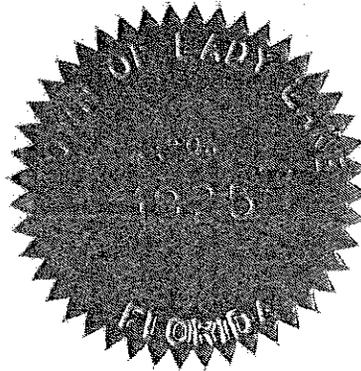


Exhibit "A"

Proposed Capital Improvements

Water System:

- Well #4 at Water Treatment Plant No.3
- High Service Pump No. 4 at Water Treatment Plant No.3
- Ground Storage Tank at Water Treatment Plant No.3

Wastewater and Stormwater System:

- Wastewater Treatment Plant #1 Improvements
- Collection System Improvements – North end of Town Limits

Transportation System:

- Lady Lake Memorandum of Agreement
- SR 500/441 upgrade and expansion to 6 lanes from Lake Ella Road to Avenida Central.
- Villages Elementary School Traffic Signal Update at U.S. 27 At 2 Locations
- Villages Elementary School Sidewalks at CR 25 - 3 Locations
- SR25/500 from Teague Trail/CR25 to Sumter Co. Line - Resurfacing
- Lake Ella Road – New Alignment

Public School Facilities:

- Elementary "O" - Villages Relief School (unfunded)
- Villages ES Addition (unfunded)

Library and Parks and Recreation Facilities:

- Guava Street Concession Stand
- Rolling Acres Sports Complex Parking Lot Paving

TABLE 8-1: WATER SYSTEM CAPITAL IMPROVEMENTS

Project	Imp. Category	Estimated Cost	Phase	Budget Year					Funding Source
				2014/15	2015/16	2016/17	2017/18	2018/19	
Well #4 at Water Treatment Plant No. 3	A	\$640,000	Engineering						Water Impact Fees
			Construction			\$640,000			
High Service Pump No. 4 at Water Treatment Plant No. 3	A	\$100,000	Engineering						Water Impact Fees
			Construction			\$100,000			
Ground Storage Tank at Water Treatment Plant No.3	A	\$695,000	Construction				\$695,000		Water Impact Fees
TOTAL		\$1,435,000					\$1,435,000		

TABLE 8-2: WASTEWATER AND STORMWATER SYSTEM CAPITAL IMPROVEMENTS

Project	Imp. Category	Estimated Cost	Phase	Budget Year					Funding Source	
				2014/15	2015/16	2016/17	2017/18	2018/19		
Wastewater Treatment Plant #1 Improvements	A	\$500,000	Construction		\$500,000					Utility Funds
Collection System Improvements – North End of Town Limits	A	\$2,000,000	Construction			\$2,000,000				Utility Funds
TOTAL		\$2,500,000			\$500,000	\$2,000,000				

TABLE 8-3: LIBRARY AND PARKS & RECREATION IMPROVEMENTS

Project	Imp. Category	Estimated Cost	Phase	Budget Year					Funding Source
				2014/15	2015/16	2016/17	2017/18	2018/19	
Guava Street Concession Stand	C	\$225,000	Construction		\$225,000				Private Funds
Rolling Acres Sports Complex Parking Lot Paving	C	\$125,000	Paving Construction				\$125,000		P & R Impact Fees/Grant
TOTAL		\$345,000			\$225,000		\$125,000		

TABLE 8-4 TRANSPORTATION IMPROVEMENT SCHEDULE

Project	Imp. Category	Type of Work	Estimated Costs	Budget Year - Costs					Funding Source
				2014/15	2015/16	2016/17	2017/18	2018/19	
Lady Lake Memorandum of Agreement	A	Maintenance/Bridge Roadway/Contract	\$105,515	\$21,505	\$21,505	\$21,505	\$20,500	\$20,500	FDOT
Villages Elementary School Ped. Features At U.S. 27 At 2 Locations	A	Traffic Signal Update	\$218,722	\$5,000 Preliminary Eng.	Highways/Construction \$213,722				FDOT
Villages Elementary School at CR 25 3 Locations	A	Sidewalks	\$420,650	\$123,565 Preliminary Eng.	\$297,085 Highways/Construction				FDOT
SR 500 (US 441) From Lake Ella Rd. to Avenida Central	A	Add Lanes/Reconstruct 4.157 Miles	\$34,120,377	\$137,317 ROW		\$750,000 Highways/Preliminary Eng.		\$33,233,060 Highways/Construction	FDOT
Lake Ella Road C-6604 from April Hills Boulevard to US-27/441	A	New Alignment 2,640 LF	\$582,000				\$582,000 Const.		Renewal Sales Tax
Lake Ella Road C-6604 from April Hills Boulevard to US-27/441	A	New Alignment 2,640 LF	\$104,000			\$104,000 Const.			County Road Impact Fees (Central)
SR 25/500 from Teague Trail/CR25 to Sumter Co. Line	A	Resurfacing	\$4,392,907	\$200,000 Preliminary Eng.		\$4,192,907 Highways/Construction			FDOT
TOTAL			\$39,944,171	\$487,387	\$532,312	\$5,068,412	\$607,500	\$33,253,560	

TABLE 8-5 PUBLIC SCHOOLS IMPROVEMENT SCHEDULE

FIVE YEAR CAPITAL
WORK PLAN SUMMARY
FY 2015-2019
September 29, 2014

	Committed Prior Year Expenses /Carryover	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	3 Year Total
Available for Projects		\$ 14,148,636	\$ 1,161,077	\$ 2,239,677	\$ 2,450,663	\$ 5,344,482	\$ 23,138,935	
Future Project Fund			\$ 1,716,540	\$ 277,617	\$ 57,294	\$ 2,357	\$	
Subtotal		\$ 14,148,636	\$ 2,877,617	\$ 2,467,294	\$ 302,357	\$ 5,346,839	\$ 23,138,935	
Proposed Projects								
Elementary Schools								
Eustis ES	\$ 5100,000							\$ 0
Eustis Heights ES Renovation/Addition	C \$11,581,981							\$ 0
Cypress Ridge ES Cafeteria		\$2,482,096						\$2,482,096
Classroom Additions		\$6,000,000						\$6,000,000
New Four Corners K-8						\$2,846,839		\$2,846,839
Land Acquisition								
Land Acquisition	\$ 0	\$3,000,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$3,000,000
Capital Renewal								
District Wide Projects	\$3,400,264	\$1,550,000	\$1,650,000	\$910,000				\$4,210,000
Ancillary/Other Project								
Computer ERP Program (Software)	\$ 0							\$ 0
Safari Montage/Printing/Lan School		\$300,000						\$300,000
Computer Refresh/AV Upgrades	\$245,000	\$2,000,000	\$1,000,000	\$1,500,000	\$300,000	\$2,500,000	\$7,300,000	\$7,300,000
Capital Reserve	\$11,521,169	\$3,000,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$3,000,000
3 Year Total		\$17,524,096	\$2,650,000	\$2,410,000	\$300,000	\$5,346,839	\$23,138,935	
Capital Reserve - Cumulative Balance		\$8,521,169	\$8,521,169	\$8,521,169	\$8,521,169	\$8,521,169	\$8,521,169	\$8,521,169

* Status in FY2015 C = Construction; P = Planning; P/C = Planning/Construction

TABLE 8-6 PUBLIC SCHOOLS IMPROVEMENT SCHEDULE REVENUE SUMMARY

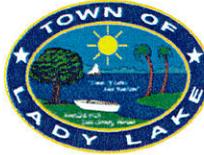
**FIVE YEAR CAPITAL
REVENUE SUMMARY
FY 2015-2019
September 29, 2014**

	FY2015-15 2.16%	FY2015-16 1.8%	FY2016-17 5.3%	FY2017-18 6.6%	FY2018-19 7.0%	5 YR TOTAL
Revenue						
Local Capital Outlay Levy *	\$24,857,134	\$26,050,277	\$27,430,942	\$29,241,384	\$31,288,281	\$139,868,018
Sales Tax (1/3 cent)(Expires 12/31/17)	\$10,000,000	\$10,500,000	\$11,000,000	\$5,500,000	\$0	\$37,000,000
Impact Fee (@25% Level)	\$3,087,600	\$3,087,600	\$3,216,250	\$3,216,250	\$3,344,900	\$15,952,600
PECO Maintenance (State) ***	\$769,503	\$46,547	\$145,671	\$349,669	\$0	\$1,331,590
PECO Regular (State) ***	\$0	\$0	\$0	\$0	\$0	\$0
COB/SBE Bonds (State)	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay & Debt Service (State)	\$164,318	\$164,318	\$164,318	\$164,318	\$164,318	\$821,590
Prior Year Carryover **	\$5,031,715					\$5,031,715
Other Misc	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Reserve for Debt Service	\$6,753,531					\$6,753,531
Project Roll-forward	\$8,482,096					\$8,482,096
Total Available	\$59,265,897	\$39,948,742	\$42,057,381	\$38,571,621	\$34,897,499	\$214,741,140
Total Available Including New Loans	\$59,265,897	\$39,948,742	\$42,057,381	\$38,571,621	\$34,897,499	\$214,741,140

* 1.50 mill for Capital Outlay with 0.50 of 2.00 mill moved to Operating Budget by State Legislature

** Uncommitted or reallocated prior year funds

*** as of Sept 2014 - updated PECO figures released by State



PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: Monday, November 9, 2015

SUBJECT: Ordinance 2015-19 - An Ordinance of the Town of Lady Lake, Lake County, Florida; Amending the Town of Lady Lake Land Development Regulations Chapter 10, Section 5, Entitled "Tree Protection"

DEPARTMENT: Growth Management

STAFF RECOMMENDED MOTIONS:

1. Motion to forward Ordinance 2015-19- Amending the Town of Lady Lake Land Development Regulations Chapter 10, Section 5, Entitled "Tree Protection", to the Town Commission with the recommendation of approval.
2. Motion to forward Ordinance 2015-19- Amending the Town of Lady Lake Land Development Regulations Chapter 10, Section 5, Entitled "Tree Protection", to the Town Commission with the recommendation of denial.

Staff is in support of Motion Number 1

SUMMARY:

On September 24, 2015, the Town Commission of the Town of Lady Lake held a special workshop to discuss potential changes to Section 5 of Chapter 10 of the Land Development Regulations entitled "Tree Protection". As a result of the field tour that was held in the community of Water Oak Country Club Estates on that morning, and the discussion that followed, the proposed changes have been proposed:

- Trees have been determined to be substantially damaged through improper trimming as per a report provided by the Town Arborist, shall be required to be removed within 30 days of the finding of violation; this replaces the current policy of allowing a year to elapse before the tree is re-inspected for a determination of recovery; an appeal process before the Special Magistrate is still afforded to the violator if they wish to contest the violation.
- The removal of any tree historic or non-historic, in which the trunk of the tree measured at ground level is within ten (10) feet to the nearest adjacent wall of a permitted structure on the property. A root barrier shall be installed in lieu of the removal of trees near to sidewalks, driveways, and unscreened/non-enclosed patios. Where substantial damage has already occurred to such areas, a report

DEPARTMENT HEAD

[Handwritten signature]

Submitted

11/2/15

Date

FINANCE DEPARTMENT

Approved as to Budget
Requirements

Date

TOWN ATTORNEY

Approved as to Form and Legality

Date

TOWN MANAGER

[Handwritten signature]

Approved Agenda Item for:

11/9/15

Date

11/2/15

COMMISSION ACTION: Approved as Recommended
Disapproved

Tabled Indefinitely Continued to Date Certain

Approved with Modification

11-2-15

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ORDINANCE 2015-19

AN ORDINANCE OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA; AMENDING THE TOWN OF LADY LAKE LAND DEVELOPMENT REGULATIONS CHAPTER 10, SECTION 5 ENTITLED "TREE PROTECTION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 2, 1991, the Town of Lady Lake adopted a Comprehensive Plan (Ordinance No. 91-21) pursuant to the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on January 23, 1992, the Florida Department of Community Affairs determined that the Town of Lady Lake Comprehensive Plan was in compliance with the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on August 15, 1994, the Town of Lady Lake adopted the Land Development Regulations of the Town of Lady Lake, Florida in accordance with the Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part II, Florida Statutes; and

WHEREAS, pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the proposed amendments to the Land Development Code which is attached hereto as Exhibits "A" is recommended to the Town Commission of the Town of Lady Lake that said amendment be adopted, and

WHEREAS, the Town of Lady Lake has elected to amend Chapter 10 Section 5 of the Land Development Regulations finding it is in the best interests of the Town of Lady Lake and promotes the general welfare of its citizens.

BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA:

Section 1. Amendment.

"The Land Development Code of the Town of Lady Lake, Florida," dated August 15, 1994 (the "Land Development Code") is hereby amended as provided below:

Chapter 10 Section 5 of the Land Development Regulations entitled "Landscaping and Tree Protection" is deleted and replaced in its entirety as set forth in Exhibit "A", attached hereto and incorporated herein.

Section 2. Severability.

If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this ordinance; and it shall be construed to have been the Town Commission's intent to

1 pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the
2 remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed and held to be
3 valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall
4 be held inapplicable to
5 any person, groups of persons, property, kind of property, circumstances or set of circumstances, such
6 holding shall not effect the applicability thereof to any other person, property or circumstances.

7
8 **Section 3. Conflicts.**

9
10 All ordinances or part of ordinances in conflict with any of the provisions of this Ordinance are hereby
11 repealed.

12
13 **Section 4. Codification.**

14
15 The provisions of this Ordinance shall be codified as and become part of the Codes of
16 Ordinances, Town of Lady Lake. The sections of this Ordinance may be re-numbered or re-
17 lettered to accomplish such intention and the word "Ordinance", or similar words, may be
18 changed to "Section", "Article", or other appropriate word.

19
20 **Section 5. Applicability.**

21
22 This Ordinance does not have retroactive applicability and does not apply to applications filed
23 prior to the effective date of this Ordinance.

24
25 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

26
27
28 **PASSED AND ORDAINED** this ____ day of _____, 2015, in the regular session of the Town
29 Commission of the Town of Lady Lake, Lake County, Florida, upon the second and final reading.

30
31
32
33
34 _____
Ruth Kussard, Mayor

35 ATTEST:

36
37
38 _____
39 Kristen Kollgaard, Town Clerk

40
41 Approved as to Form:

42
43
44
45 _____
46 Derek Schroth, Town Attorney

EXHIBIT "A"

Sec. 10-5. - Tree protection.

- a) Prohibitions. Unless exempted herein, it shall be unlawful and subject to the penalties provided herein for any person, directly or indirectly by another on his behalf, to:
- 1) Remove, relocate, destroy or damage any protected tree as defined herein on any site or tract (including single-family, residential lots) without first obtaining a clearing and tree permit or development order;
 - 2) Perform any land clearing or grubbing unless a clearing and tree permit, if required, has been issued and is posted onsite; or
 - 3) Perform tree removal, land clearing, grubbing, grading, excavation, construction, or to make or install any improvement upon any site or tract, regardless of the existence of valid permits or approvals for the given activity, unless each protected tree to be preserved pursuant to this chapter has been marked by a highly visible band, and unless all protected areas established pursuant to this chapter have been surrounded by a protective barrier,
 - 4) Attach anything to a protected, historic, or specimen tree other than supportive wires, braces or other similar non-injurious materials,
 - 5) Cause or allow the disposal of waste material such as paint, oil, solvents, asphalt, concrete, mortar or any other material harmful to the life of a protected, specimen or historic tree within the dripline of such tree or groups of trees.
 - 6) Use climbing spurs or other similar device to aid in the climbing of a live protected tree, where such device causes the puncture or tearing of tree bark.
 - 7) Introduce any type of poison or reactive material to a protected tree for the purpose of causing it to die or become weakened.
 - 8) Prune a protected canopy tree in a manner which will not allow the tree to reach a mature canopy spread. Excessive shearing, pruning or shaping includes but is not limited to hat racking, topping, poodle trimming, lion's tailing and pollarding. Code enforcement shall cite property owners who are found to have improperly trimmed or pruned protected canopy species upon a determination and report by the Town Arborist, or other designated arborist, the tree has indeed been improperly trimmed and sustained substantial injury and is not likely to recover. A Citation shall require that the tree be removed within 30 days of the determination of the violation and replaced in accordance with the after the fact tree permitting criteria based upon the specie and size of the tree which was removed. If the property owner wishes to appear ~~ance~~ before the Special Magistrate to contest the violation, at which time an administrative fee of eighty-seven dollars (\$87.00) administrative fee shall be assessed and the violation will be heard by the Special Magistrate. Upon a finding that the violation stands, the administrative fee shall be paid in addition to satisfying the tree replacement criteria, and additional liens may also begin to accrue for non-compliance with the order of the Special Magistrate's order. If the violation is dismissed, no administrative fees shall be paid to the Town. ~~documented for a one (1) year follow-up to revisit the tree and assess the tree's condition. At time of the one (1) year follow-up inspection, should the tree be found not to have recovered to a satisfactory state of health as evidenced by field inspection and by documentation from a certified arborist or registered landscape architect at the owner's expense, the owner shall file a tree removal permit and the tree shall be removed immediately. Should the tree be found to be "historic" (in excess of 36" DBH) a five hundred dollars (\$500.00) fee shall be assessed if by removing the tree causes the minimum canopy tree per lot requirements not to be met.~~

1 These regulations apply to newly installed trees as well as established trees.

2 b) Exemptions. None of the following exemptions shall apply to any upland native plant community
3 conservation area or wetland conservation area. The burden of proving entitlement to any
4 particular exemption shall lie with the person claiming use of the exemption, in the event the
5 exempted activity ever becomes subject to an enforcement action. Notwithstanding anything to
6 the contrary within this Code, the following activities shall be lawful without application or issuance
7 of a clearing and tree permit:

8 1) The removal, trimming, pruning or alteration of any unprotected tree as defined herein or
9 other vegetation as necessary for:

10 A) The clearing of a path, not to exceed four (4) feet in width, to provide access or view
11 necessary to conduct a survey or site examination for the preparation of subdivision
12 plats, site plans, or tree surveys; or

13 B) The clearing of a path, not to exceed ten (10) feet in width, to provide vehicular access
14 necessary to conduct soil testing, provided that the clearing or removal is conducted
15 under the direction of a Florida registered surveyor or engineer.

16 2) Routine landscape maintenance, such as trimming or pruning of vegetation, which is not
17 intended to result in the eventual death of the plants, mowing of yards or lawns, or any other
18 landscaping or gardening activity which is commonly recognized as routine maintenance or
19 replacement.

20 3) The removal, trimming, pruning or alteration of any tree or vegetation in an existing utility
21 easement or right-of-way, provided such work is done by or under the control of the operating
22 utility company and said company has received all necessary licenses or permits to provide
23 utility service within the easement.

24 4) The removal, pruning, trimming or alteration of any tree or vegetation for the purpose of
25 maintaining existing access to a property.

26 5) Any activity conducted by a lawfully operating and bona fide commercial nursery, tree farm,
27 agricultural operation, silvicultural operation, ranch, or similar operation pursuant to State
28 and Town requirements, when the activity occurs on property owned or lawfully occupied by
29 the person conducting said activity and is done in pursuit of said activity. This exemption
30 shall include the purposeful removal of a tree or trees for their permanent relocation at
31 another site undergoing development. When land clearing or tree removal has been
32 performed under this exemption based upon the use of property for an agricultural or
33 silvicultural operation, the following shall apply:

34 A) No land development order shall be approved for any non-agricultural or non-
35 silvicultural use or improvement on the same site within two (2) years of the completion
36 of such land clearing or tree removal.

37 B) Pertaining to silviculture, operations are encouraged to implement a State Division of
38 Forestry approved management plan, including a reforestation plan for harvested lands.

39 C) Pertaining to silviculture and agriculture, operations within wetlands will need to secure
40 a Notice of Intent from the St. Johns River Water Management District before any
41 clearing or harvesting is initiated.

42 D) Pertaining to agriculture, operations are encouraged to implement a Soil and Water
43 Conservation District approved conservation plan, including the use of Best
44 Management Practices, as applicable to the specific area being cleared.

45 E) Trees proposed to be removed in order to construct improvements not reasonably
46 related to bona fide agricultural and silvicultural purposes regardless of when or by
47 whom construction is planned, are not exempt from these provisions.

1 6) Hazardous trees: If any tree is determined to be in a hazardous or dangerous condition so
2 as to endanger the public health, safety or welfare and requires immediate removal
3 authorization may be given by the Town Manager or his/her designee pursuant to the
4 following procedures:

5 A) A report by a certified arborist or registered landscape architect stating the tree is in a
6 hazardous or dangerous condition through disease or damage is required prior to
7 removal and shall be submitted to the Town Manager or designee.

8 B) Replacement requirements herein required apply to any tree or group of trees removed.

9 C) Upon approval of the Town Manager or designee that the tree is in a hazardous or
10 dangerous condition, the tree may be removed, however, the owner must continue to
11 fulfill permit requirements.

12 7) Any tree listed within the Undesirable (Prohibited) Tree list, regardless of size.

13 8) Trees six (6) inches DBH or less, including those listed as Acceptable Plants in this chapter.

14 9) Trees may be removed without a permit in an emergency situation, as determined by the
15 Town Manager or his/her designee, when a tree is damaged by a hurricane, tornado, tropical
16 storm or other weather event and the tree presents a danger to the public. Trees damaged
17 in a hurricane, tornado, tropical storm or other weather event must be removed immediately
18 after the event. Any tree damaged under this item that has not been removed within 60 days
19 of the event will be required to obtain a permit under item No. 6) above.

20 10) Stands of pine (*Pinus spp.*) planted or occurring naturally which would be used in a
21 silvicultural activity are subject to compliance with the most current edition of the Florida
22 Department of Agriculture and Consumer Services silvicultural best management practices
23 (BMP's) described in *Silviculture Best Management Practices* published by the Florida
24 Department of Agriculture and Consumer Services. This publication is hereby adopted and
25 included by reference herein.

26 11) The removal of any tree, historic or non-historic, in which the trunk of the tree measured at
27 ground level is within ten (10) feet to the nearest adjacent wall of a permitted structure on
28 the property. A root barrier shall be installed in lieu of the removal of trees near to sidewalks,
29 driveways, and unscreened/non-enclosed patios. Where substantial damage has already
30 occurred to such areas, a report from a Certified Arborist may be provided as justification for
31 the removal of the tree if it is the recommendation of the arborist to remove the tree to avoid
32 further damage.

33
34 c) Clearing and tree permit.

35 1) Purpose. The purpose of these permits are to prohibit the destruction of natural vegetation
36 and the changing of natural grades and drainage problems until a development order or
37 development permit has been approved. Additionally, this section provides for protective
38 measures for both vegetation and soils to be implemented prior to construction. All permits
39 issued for tree removal shall require grinding of the stump to a level at or below grade.

40 2) Residential Removal of Historic Trees/Requirements for variance:

41 A) Residential Single Family Lots and Manufactured Home Lots shall be required to pay a
42 fee of five hundred dollars (\$500.00) or as amended, to remove any historic tree on
43 their property that will result in a total of the historic trees numbering less than the
44 required amount of canopy trees for the lot size. Historic trees shall be given priority as
45 the first to satisfy the minimum canopy tree requirements on all residential lots. If the
46 property owner retains a number of historic trees equivalent to the minimum canopy
47 tree requirements, historic trees in excess of the minimum requirements may be
48 removed through a general tree removal permit at a fee of twenty-five dollars (\$25.00) in
49 accordance with the fee schedule for the size of the tree, or as amended. Removal of

1 Historic Trees on residential lots do not require a variance; however, permits to remove
2 any historic tree that will result in a number less than the minimum canopy requirements
3 shall be accompanied by a letter from a certified arborist or registered landscape
4 architect as to why the removal of the tree is necessary. Trees accompanied by an
5 arborist report documenting that the tree is diseased or dying shall pay a \$25 fee per
6 tree, or as amended, for removal, regardless of the DBH measurement of the tree.
7 Report shall be provided to Town Staff prior to removal. If the tree has been removed
8 before Town Staff has received the report, fees and replacement of trees shall be done
9 in accordance with the after the fact permit policy.

10
11 3) Commercial Non-Residential Removal of Historic Trees:

12 ~~B)~~ A) Any owner of Commercial/non-residential property owners who desires to remove
13 a historic tree shall file an application for a variance. If the applicant seeks a variance to
14 remove more than one tree, the applicant may include as many trees as the applicant
15 desires in one application. Should the applicant include more than one tree in the
16 variance application, the variance fee is sufficient to cover all trees the applicant
17 requests be approved for removal in the one application. Applications shall be brought
18 before the Planning and Zoning Board for recommendation and then to the Town
19 Commission for a final decision. An application for a variance shall not be required if the
20 Town Manager or designee determines that based on an ISA (International Society of
21 Arboriculture) certified or FAA (Florida Arborist Association) certified arborist's report
22 that the tree is dead or so diseased that there is no likelihood of recovery.

23 BE) Should the Town Commission approve the applicant's request for tree removal, the
24 applicant, shall ~~within thirty (30) days after the approval~~ at time of application for tree
25 removal pay to the Town Tree Bank, three thousand six hundred dollars (\$3,600.00) for
26 each thirty-six (36) inch DBH tree plus one hundred dollars (\$100.00) per additional
27 inch over the thirty-six (36) DBH tree. This mitigation fee is to offset the loss of each
28 historic tree.

29 CD) Developers of any non-residential or multi-family developments, requiring site plan
30 approval are not required to submit an application for a clearing and tree permit but are
31 required to submit a tree survey and landscape plans at the time of site plan submittal
32 so that consideration may be given to the protection of native trees, historic trees, and
33 vegetation.

34 DE) Developers of all new subdivisions shall be required to submit an application for a
35 clearing and tree permit along with a tree inventory at the time of initial submittal of the
36 preliminary subdivision plan so that consideration may be given to the protection of
37 native trees, historic trees and vegetation.

38 EF) The tree removal permit, if issued, shall specifically identify which trees shall be
39 permitted to be removed. Each tree permitted for removal shall be physically marked
40 with an "X" on the bark being clearly visible from the public right-of-way, using brightly
41 colored paint; or if a group of trees are permitted for removal, the outside perimeter
42 trees of the group may be designated with ~~brightly-colored rope or red~~ tape in lieu of
43 each tree marking.

44 EG) Such permit shall automatically expire ~~twelve-six (126)~~ six (6) months after issuance. Trees
45 not removed during the life of the permit may not be removed without the issuance of a
46 new permit based upon a new application.

47
48 4) Tree Permit Fees.

1 >20' DBH \$25.00 per tree, or group of trees on same property, total \$250.00 as
2 amended.

3 >20 -36 DBH \$50.00 per tree, or as amended.

4 >36 DBH \$100.00 per tree, or as amended.

5 For lots with trees or exceed replacement requirements, replacement is not necessary, if
6 permits have been issued prior to removal.

7
8 5) After the Fact Permits:

9 a) If a specimen tree (> 20') is removed each tree shall be replaced at a ratio of 2:1, in
10 addition to the fee per tree removed.

11 b) If a historic tree (> 36') is removed each tree shall be replaced at a ratio of 3:1, in addition
12 to the fee per tree removed.

13 c) Where replacement cannot be accommodated on-site, or desired, the property owner
14 may contribute \$150 per tree to be replaced to the tree bank in lieu of onsite planting,
15 provided the minimum lot requirement is satisfied.

16
17 **36) Submittal requirements:**

18 A) An application for a clearing and tree permit shall be filed on the application provided
19 by the Building Department. Completed applications shall be returned to the Building
20 Department along with the appropriate permit fee, reasons for removal of trees and a
21 scaled site plan.

22 B) Provisions for replacement trees, as required in section 10-3, shall also be specified,
23 including landscaping plans where required for site plans.

24 **47) Criteria for issuance. No clearing and tree permit shall be issued unless the reviewer finds**
25 **that at least one of the following criteria has been satisfied with respect to each existing tree**
26 **over six (6) inch DBH that is to be designated for removal under the permit:**

27 A) The tree is located within an existing or proposed right-of-way. Note- streets and rights-
28 of-way shall be located to avoid and minimize the loss of trees. See Site Development
29 guidelines in section 10-4.

30 B) The tree is located within an existing easement or stormwater maintenance shelf.

31 C) The tree is located where its continued existence would unreasonably interfere with the
32 physical construction of the improvements on-site or interfere with access to the site by
33 construction equipment. See Site Development guidelines in section 10-4.

34 D) The tree is located where it creates or will create a safety or health hazard, or a nuisance
35 with respect to existing or proposed structures or vehicle or pedestrian routes, and
36 relocation of the tree on the site is not a feasible alternative.

37 E) The tree is located where it interferes with the repair, or maintenance of existing utility
38 services to the site.

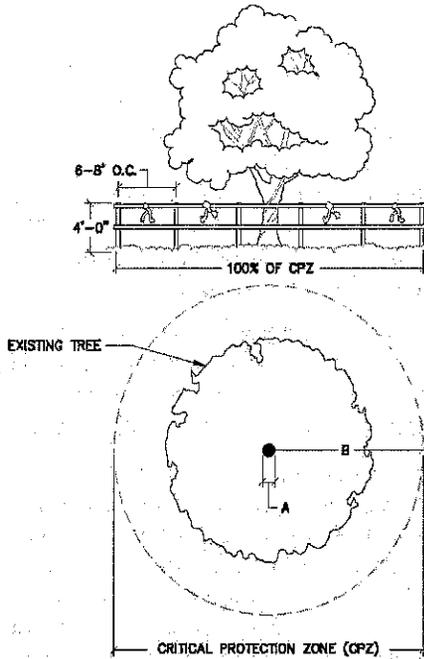
39 F) Applicant has proved through multiple site plan alternatives that there is no alternate
40 route or way of developing the site without the removal of the tree(s).

- 1 G) The tree is dying or dead so that its restoration to sound condition is not practical, or it
- 2 has a disease which can be expected to be transmitted to other trees and to endanger
- 3 their health.
- 4 H) The tree is located on a portion of the site to be used for construction of required parking
- 5 areas or vehicular and pedestrian ingress and egress areas, provided reasonable effort
- 6 has been made to preserve existing trees over six (6) inches DBH to the extent feasible
- 7 under this criteria.
- 8 I) The tree is located on a portion of the site where structural development is proposed,
- 9 provided reasonable effort has been made to preserve existing trees over six (6) inches
- 10 DBH to the extent feasible under this criteria.
- 11 J) For all proposed improvements above, the owner shall demonstrate that no reasonable
- 12 alternative route or development pattern exists through multiple site plan alternatives.
- 13 ~~58~~) Permit Expiration. The clearing and tree permit, when issued, shall specifically identify which
- 14 trees shall be permitted to be removed. Such permit shall expire either at the time of the
- 15 issuance of the last certificate of occupancy for the subdivision or at the time of issuance of
- 16 the certificate of occupancy for any commercial, industrial, multifamily or other structure.
- 17 Trees not removed during the life of the permit may not be removed without the issuance of
- 18 a new permit based upon a new application.
- 19 ~~69~~) Tree removal requirements. A clearing and tree permit authorizes the removal of trees
- 20 specified within the permit; however, it is not required that all trees specified within the
- 21 clearing and tree permit be removed by the applicant.
- 22 ~~710~~) It shall also be stated within the clearing and tree permit that all replacement trees shall be
- 23 planted prior to issuance of the certificate of occupancy.
- 24 ~~811~~) Replacement trees shall be located onsite. However, if not feasible, the Town Manager or
- 25 his/her designee may allow planting off-site as a condition of the clearing and tree permit.
- 26 ~~912~~) If a property has not begun development within nine (9) months of receiving development
- 27 approval, re-vegetation shall be required to achieve the Landscaping Requirements of
- 28 section 10-3.
- 29 d) Replacement size criteria.
- 30 1) A replacement tree shall be an acceptable canopy tree as defined herein.
- 31 2) All trees transplanted or planted pursuant to this ordinance and noted on a tree replacement
- 32 plan shall be maintained in a healthy, living condition. Any such trees which die shall be
- 33 replaced by the applicant within three (3) months of Town notification. The Town shall retain
- 34 perpetual jurisdiction to ensure compliance with this section, and failure to maintain the
- 35 landscaping shall constitute a violation of the code.
- 36 3) Palm trees shall not account for more than twenty-five (25) percent of the required
- 37 replacement trees.
- 38 e) Offsite tree replacement option. If replacement cannot be made on the subject property, the owner
- 39 or applicant may be allowed to mitigate with replacement of the required trees on a designated
- 40 recipient conservation or park property within the Town limits. The recipient property shall be
- 41 acceptable to the Town and shall be suitable for the replacement trees. Mitigated replacement
- 42 trees shall not count toward meeting minimum requirement of the recipient site for development
- 43 purposes. The request to utilize this option shall be submitted to the Town Manager or his/her
- 44 designee in writing and shall include the following justifications and information:
- 45 1) Explanation why the trees cannot be replaced on site;
- 46 2) A legal description and a copy of the property record information from the Lake County
- 47 Property Appraiser for the proposed recipient site; and

- 1 3) An Affidavit from the owner of the recipient site agreeing to the terms of accepting the
2 mitigated trees as listed above. A conservation easement or similar legally-binding
3 instrument approved by the Town shall be required to ensure that mitigation trees planted at
4 the recipient site will be protected and maintained in perpetuity.
- 5 f) Tree bank option. In cases where any or all replacement trees cannot be adequately
6 accommodated on a site, or off-site where applicable, and demonstration of this fact has been
7 confirmed, the developer/owner shall, in lieu of planting the trees, pay a fee to the Town to be
8 placed in a tree replacement fund. Tree replacement and mitigation fees shall be established by
9 Town Commission and shall be updated as necessary to cover the cost of replacing trees,
10 including materials and labor. The payment to the Tree Bank is only for the portion of the required
11 replacement trees that cannot be planted onsite. At a minimum, the replacement fee per tree shall
12 be the average retail, installed cost as quoted by three local landscape contractors or plant
13 nurseries plus an allowance for maintenance for one (1) year.
- 14 1) Establishment. A Town of Lady Lake Tree Replacement Trust fund is hereby established as
15 a depository for tree replacement and mitigation fees and monies. All monies deposited in
16 the Tree Replacement Trust shall be deposited in a separate account established and
17 maintained apart from the Town's general revenue funds and accounts.
- 18 {2} Dispersal of assets. The funds in said account shall be expended, utilized and disbursed for
19 the planting of public trees, and to cover any other ancillary costs including but not limited
20 to, landscaping, sprinkler systems and other items or materials necessary and proper for the
21 preservation, maintenance, relocation or restoration of trees on any public or private
22 conservation areas in Town of Lady Lake or its immediate environs. These monies may also
23 be used to engage support staff such as landscape architects and additional personnel, if
24 deemed necessary by the Town Commission, following established Town procedures.
- 25 g) Tree protection during construction. The protection measures described in this subsection are
26 based on those in the Tree City USA Bulletins published by The National Arbor Day Foundation:
27 "How to Save Trees During Construction" (No. 8, 1998), "A Systematic Approach to Building with
28 Trees" (No. 20, 1998), and "How to Protect Trees During Underground Work" (No. 35, 1998).
29 These publications are hereby adopted and included by reference herein. These publications
30 shall be used to supplement the required protection measures. They also provide information on
31 the economic value of trees to developments and their incorporation into designs as well as
32 guidelines on professional tree care, tree planting and tree transplanting.
- 33 1) Within the Town, it shall be unlawful for any person, during the construction of any structures
34 or other improvements to place solvents, material, construction machinery or temporary soil
35 deposits within the drip line of any tree not permitted to be removed and/or all trees that are
36 retained or replaced pursuant to the clearing and tree permit. This provision includes soil
37 that is placed in the drip-line permanently for the purpose of a grade change, unless the
38 grade is changed according to the guidelines described in the publication Tree Protection
39 Manual for Builders and Developers, Florida Division of Forestry, Department of Agriculture
40 and Consumer Services Publications.
- 41 2) Protective barricades shall be constructed (prior to any clearing, grading or filling) around all
42 trees and vegetation designated to remain. These barricades shall be located at the Critical
43 Protection Zone (CPZ) of the trees or vegetation and shall meet the requirement of the Tree
44 Protection Detail provided in this chapter. Where this cannot reasonably be accomplished,
45 the applicant will locate the barricade as close to one (1) foot away from the tree trunk for
46 every inch DBH as is practical or reasonable, when approved by the Town Manager or
47 his/her designee, (e.g. twelve inches (12") DBH tree = twelve feet (12') radius tree protection
48 circle, or 24' diameter). The barricade should be rigid and sturdy enough to survive the
49 construction period.
- 50 3) In lieu of constructing the barriers, large areas containing protected trees where no land
51 preparation or other development activities of any kind will occur, may be designated on a
52 tree removal application. The designated area shall be protected by placing stakes a

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maximum of twenty-five (25) feet apart along the outside perimeter of the area and tying clearly visible plastic tape, ribbon or rope, from stake to stake. The perimeter line shall be outside of the drip line of any protected tree within the designated area.



TREE BARRICADE:

2" X 4" WOOD FENCING WITH FLAGGING. THE BARRICADE SHALL BE PLACED SO AS TO PROTECT THE CRITICAL PROTECTION ZONE (CPZ).

A = DIAMETER OF PROTECTED TREE IN INCHES MEASURED 4-1/2 FEET ABOVE GRADE.

B = CRITICAL PROTECTION ZONE (CPZ) RADIUS. THAT AREA SURROUNDING A TREE WITHIN A CIRCLE DESCRIBED BY A RADIUS OF ONE FOOT FOR EACH INCH OF THE TREE'S DIAMETER (A) AS DESCRIBED ABOVE.

TREE PROTECTION DETAIL

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- 4) Absolutely no fill, building materials, trash or other objects shall be placed inside these barriers. If fill is deposited adjacent to these areas, a suitable silt fence shall be constructed to prevent siltation of the barricaded area.
- 5) Barricades are to be adequately maintained and shall remain in place until their removal or modification is approved in writing. Failure of the applicant to properly locate and/or maintain the barricade may result in the issuance of a class I or class II citation (depending on the magnitude of the violation). Issuance of a stop work notice ("red tag") and the requirement that the applicant provide a restoration plan to the Town Commission (or some combination of these, as determined appropriate by the Town Manager or his/her designee).
- 6) No equipment, construction materials or debris shall be placed within the protective barrier.
- 7) No equipment shall be cleaned within a protective barrier or perimeter line.
- 8) Protective barriers shall remain in place until all construction activity is terminated.
- 9) No fuel, paint, solvent, oil, thinner, asphalt, cement, grout or any other construction chemicals of any kind shall be stored or be placed within the protective barrier.
- 10) No attachments or wires other than those of a non-damaging nature shall be attached to any tree.
- 11) To assure the protection of trees during construction activities, the developer shall avoid the following kinds of activities:
 - A) Mechanical injury to tree roots, trunks, and branches;
 - B) Injuries by chemical poisoning;
 - C) Injuries due to grade changes; or

- 1 D) Injuries due to paving.
- 2 12) Swaling and minor negative grade changes should always be designed around the dripline
- 3 area as much as possible. Any exposed roots shall be trimmed and painted. Piping should
- 4 be used where deep swales or ditches would require significant grade adjacent to trees.
- 5 13) Trenching of any type should be avoided in the dripline area. Where underground
- 6 installations are required adjacent to the trunks of specimen trees, tunneling should be used.
- 7 When trenching or tunneling near trees to remain, protective measures should be taken as
- 8 specified in Tree Protection Manual for Builders and Developers.
- 9 14) Tree wells of an approved design shall be constructed around all trees where over four (4)
- 10 inches of fill is proposed within the dripline area. Design shall generally be as specified in
- 11 Tree Protection Manual for Builders and Developers, published by the Florida Department
- 12 of Agriculture and Consumer Services, Division of Forestry, latest edition. Specific details
- 13 shall be approved by the Town Manager or their designee and where the Town deems
- 14 appropriate.
- 15 15) For palm trees, the posts shall be placed at points not closer than six (6) feet from the trunk.
- 16 h) Remedial procedures.
- 17 1) Remedial site reclamation and tree care procedures shall be implemented by a certified
- 18 arborist, when development activities have caused damage to either the tree or the tree's
- 19 growing site, and that damage is repairable.
- 20 2) Remedial site reclamation and tree care procedures shall be implemented by a certified
- 21 arborist, when an existing tree is relocated and used to meet requirements of this chapter.
- 22 3) If encroachment is anticipated or has happened, the following practices shall be employed
- 23 to improve survivability.
- 24 A) Pruning.
- 25 1. The pruning of a tree in anticipation of construction damage may provide
- 26 compensation for potential root loss and produce an invigorating response.
- 27 2. A tree that has suffered root damage becomes stressed because the root system
- 28 no longer provides sufficient water and nutrients for the existing crown. This stress
- 29 becomes evident with the appearance of "staghorns" or deadwood within the tree's
- 30 crown. Once a tree has had construction damage, it is advisable to delay pruning
- 31 one to three years until the deadwood becomes evident. Pruning for deadwood
- 32 removal is then recommended.
- 33 3. The removal of live plant tissue from a construction-damaged tree can accelerate
- 34 the tree's decline.
- 35 4. Pruning of root-severed trees may reduce the possibility of wind throw.
- 36 5. Trees that have not been affected by construction activities can be pruned for
- 37 maintenance of the tree's health, appearance, and safety, utilizing acceptable
- 38 arboricultural practices.
- 39 6. Pruning specifications as provided in the latest version of ANSI A300 shall be used
- 40 in all pruning cases.
- 41 7. The pruning of specimen trees may be subject to Planning and Development
- 42 approval.
- 43 8. All cabling work and other structural support supplemental systems shall be
- 44 installed in accordance with the latest edition of ANSIA 300 American National
- 45 Standard for Tree Care Operations - Trees, Brush, and Other Woody Plant
- 46 Maintenance - Standard Practices on Support Systems and Cabling.

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9. Any lightning rod protection shall be installed in accordance with American National Standard for Tree Care Operations - Trees, Brush and Other Woody Plant Maintenance Standard Practices on Lightning Protection.
- B) Roots outside barricade. All roots outside of the protective barricade to be removed during the development shall be severed clean, and a two-inch layer of mulch shall be applied over the surface of exposed roots during development.
- C) Fertilizer.
 1. Fertilizer applications will enhance the vigor of trees stressed by site disturbances, thereby promoting root development.
 2. Information regarding appropriate fertilizers and application rates may be obtained in the latest edition of ANSI A 300 - American National Standard for Tree Care Operations - Trees, Brush and Other Woody Plant Maintenance - Standard Practices on Fertilization.
- D) Soil.
 1. A tree's ability for adequate root development, and ultimately its chances for survival, is improved with reclamation of the growing site.
 2. Wherever possible, the soil should be brought back to its natural grade.
 3. Unnecessary fill, compaction, erosion sedimentation, concrete washout, and construction debris should be removed.
 4. When machinery is required for site improvement, it is recommended that a "Bobcat" or similar lightweight, rubber-tired vehicle be used so as to minimize soil compaction.
 5. Compacted soil within the tree protection zone of trees should be aerated.
 - a. This is best accomplished with a two-inch-diameter auger.
 - b. Holes should be drilled to a depth of six (6) to twelve (12) inches, approximately two (2) to three (3) feet apart and radiating outward from the tree's trunk in a bicycle-spoke configuration.
 - c. This aeration technique is also recommended for areas affected by minor fill or the sedimentation of erosion materials.
 6. The air exchange, nutrient, and water-holding capacities of soils can be improved with soil amendments. This is best accomplished by backfilling holes from aeration, with mineral amendments such as perlite, vermiculite, isolite, and the like.
- E) A four (4) to six (6) inch layer of mulch material, such as pine straw, pine bark, or wood chips, spread within the tree protection zone of trees on construction sites is extremely beneficial. Benefits include:
 1. Conservation of soil moisture;
 2. Reduced rainfall runoff and erosion;
 3. Reduced soil compaction from construction activities;
 4. Reduced competition from grasses and weeds;
 5. Increased soil fertility;
 6. Improved soil structure;
 7. Moderation of soil temperature, with a subsequent increase in root development activity.

- 1 i) Tree preservation credit eligibility. To receive credit for the preservation of an existing protected
2 tree, the following requirements must be met:
- 3 1) Fifty (50) percent of the land surface area within the dripline of the tree shall be naturally
4 preserved or provided with pervious landscape material and shall be maintained at its
5 original grade with no trenching or cutting of roots in this area.
- 6 2) The tree shall not be damaged from skinning, barking or bumping which is potentially lethal
7 to the tree.
- 8 3) There shall be no evidence of active insect infestation potentially lethal to the trees.
- 9 4) Impervious surfaces shall maintain minimum clearance from the bases of all trees to be
10 protected. Trees fifteen (15) inches DBH or less shall have a minimum clearance of six (6)
11 feet. Trees over fifteen (15) inches DBH up to twenty (20) inches DBH shall have a minimum
12 clearance of nine (9) feet. Historic and trees over twenty (20) inches DBH shall have a
13 minimum clearance of twelve (12) feet.
- 14 j) Credit for preservation of existing trees. Credit shall be given for the preservation of existing trees
15 which are properly protected and which meet the following criteria:
- 16 1) Such trees must meet the requirements of this chapter for location, spacing and type of tree.
- 17 2) Any existing canopy trees which have a minimum six (6) inch DBH shall provide credit on a
18 one tree inch-for-one tree inch basis for any tree requirements found herein. Groups of trees
19 smaller than six (6) inch DBH are encouraged to be preserved as well. The total of all tree
20 inches in the group shall be shown on the tree survey to receive the preservation credit.
- 21 3) Each one (1) inch DBH of specimen canopy tree preserved shall correspond to a one (1)
22 inch caliper per tree credit toward replacement tree stock. Regardless of caliper inch credit,
23 the requirements of this chapter must be met.
- 24 4) Each one (1) inch DBH of specimen canopy tree relocated shall correspond to a one (1) inch
25 caliper per tree credit toward replacement tree stock. The tree(s) must receive remedial
26 procedures as specified in this chapter (Remedial Procedures). The tree(s) are also subject
27 to inspections by the Town and replacement if necessary as specified in this chapter
28 (Maintenance).
- 29 k) Violations and enforcement.
- 30 1) If the Town Manager or their designee finds that any of the provisions of this chapter are
31 being violated, he or she may issue a stop work order and shall, in writing, notify the owner
32 of the property and/or the general building contractor.
- 33 2) Written notification shall indicate the nature of the violation and/or the action necessary to
34 correct the violation.
- 35 3) Such remedial action shall be in accordance with this section.
- 36 4) The issuance of a clearing and tree permit, and the failure to substantially erect building
37 improvements within twelve (12) months, combined with removal of trees in the buildable
38 area and the building site, shall be deemed as violations of this chapter.
- 39 5) Removal of a protected tree without approval is unlawful and is a second degree
40 misdemeanor. In addition to code enforcement proceedings and criminal prosecution for a
41 violation of this ordinance the Town may sue the violator for damages and injunctive relief.
42 Any and all attorney's fees and costs incurred improving a violation in a civil proceeding shall
43 be recoverable by the Town of Lady Lake.
- 44 6) However, no penalty shall exceed the penalty provided by state law for similar offenses.
- 45 7) Each tree removed or destroyed in violation of this chapter represents a separate offense.
- 46 8) Each day of violation also represents a separate offense.

1 9) Any person, firm, organization, society, association or corporation, or any agent or
2 representative thereof, who commits, participates, or assists in such violation may each be
3 found guilty of a separate offense and suffer the penalties herein provided.

4 10) Notwithstanding the requirements of this section, tree replacement is a separate matter
5 governed by Section 5 (Tree Protection).

6 l) Waivers and appeals.

7 1) Waivers. Town Commission may grant a waiver to provisions of this chapter where the
8 applicant demonstrates that the literal interpretation of the ordinance will deny the applicant
9 reasonable use of property or where such waiver can be demonstrated to be consistent with
10 purpose and intent of the ordinance.

11 2) Waivers. Town Commission may grant a waiver to provisions of this chapter where the
12 applicant demonstrates that existing trees will be protected and preserved to become a
13 public benefit.

14 3) Appeals. Any person adversely affected by the enforcement or interpretation of this article
15 may appeal to the Town Commission within thirty (30) days, and all procedures specified in
16 the zoning provisions of the Code shall be used for such appeal.

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18 m) Contractor Registry

19 Landscapers and Tree Trimming/Removal Contractors may register with the Town of Lady Lake
20 on an annual basis. The fee shall be \$30.00 per year, or as amended, to maintain registry. Decals
21 shall be issued and affixed to each vehicle performing work in association with the company. There
22 shall be a charge of \$5.00 per decal in excess of one (1) for the company's fleet. Decals shall be
23 conspicuously displayed on the driver's side windshield for identification.

24 ~~(Ord. No. 2012-10, § 1(Exh. A), 5-21-2012)~~

**MINUTES OF THE SPECIAL WORKSHOP MEETING
OF THE LADY LAKE TOWN COMMISSION
LADY LAKE, FLORIDA
September 24, 2015**

The Special Workshop meeting of the Lady Lake Town Commission began at the parking lot to the right of the entrance gate of Water Oak at 22 Water Oak Blvd., Lady Lake, Florida. The meeting convened at 8:00 a.m.

PRESENT: Mayor Ruth Kussard; Commissioner Paul Hannan, Commissioner Tony Holden; Commissioner Jim Richards; Commissioner Dan Vincent; Town Manager Kris Kollgaard; Growth Management Director Thad Carroll; Deputy Town Clerk Nancy Slaton; Water Oak/Sun Communities Representatives - Michael Machikas, Lara Parker & Jim Franklin; Phil Bohland-Water Oak; Rachel Whetstone of the Daily Sun; Angela Love of the Villages-News.com.

Sun Communities provided golf carts to tour the community which commenced a few minutes after 8 a.m. The purpose of the tour was to view trees of concern mentioned by Commissioner Dan Vincent, and served to clarify some misunderstandings regarding why some trees are being removed and how to measure the trees.

Following the tour of the Water Oak Community, the Town Commission convened at the Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida at 9:00 a.m. with Mayor Ruth Kussard presiding.

1. CALL TO ORDER

- 2. ROLL CALL:** Tony Holden, Commissioner Ward 2
Dan Vincent, Commissioner Ward 3
Paul Hannan, Commissioner Ward 4
Jim Richards, Commissioner Ward 5
Ruth Kussard, Mayor/Commissioner Ward 1

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager/Town Clerk; Thad Carroll, Growth Management Director; and Nancy Slaton, Deputy Town Clerk

3. Public Comment

Mayor Kussard asked if there were any comments or questions. There were no comments or questions.

4. Discussion/Direction Regarding Changes to Land Development Regulations (LDRs) Regarding Tree Requirements and Sign Regulations

Town Manager Kris Kollgaard reported that one of the first things she noticed after this morning's tour was that the Town needs to clarify how the trees are measured to determine if they are historic. She stated another problem staff encounters is that as soon as someone sees that a tree is marked with a ribbon, they assume that it is a historic tree. Ms. Kollgaard stated that she and Mr. Carroll have discussed having different color ribbons to mark historic trees to be saved and those that are not coming down.

Commissioner Richards suggested just putting an X on those to come down and only put a ribbon on those that are being saved.

Commissioner Hannan stated there should be a time limit on how long the trees should be marked for trees that are to be saved.

Growth Management Director Thad Carroll stated that after the tree clearing occurs, staff would tell them to remove all ribbons once the inspection has taken place.

Ms. Kollgaard asked if historic trees should be marked differently.

Commissioner Richards stated that residents will be calling if they have any questions, regardless of whether it is marked with an "X" or a ribbon.

After discussion, it was agreed that an "X" would be spray painted on trees to be cut down, and a ribbon would be tied on trees to be saved.

Commissioner Hannan asked if there is a particular time period for a tree to be cut down once it has been X'd.

Mr. Carroll replied that six months is given to take out the tree once the permit is pulled.

Commissioner Holden asked if the measurement designating a historic tree should be changed.

Commissioner Richards replied that he thinks the current 36" diameter/113" circumference is a fair measurement as it takes a lot to grow that size tree.

Ms. Kollgaard stated that she has checked with other cities and they also use the 36" diameter measurement for a historic tree.

After discussion, the Commissioners agreed to keep the 36" measurement designating a historic tree.

Commissioner Vincent commented that he better understands how to measure for a historic tree after this morning's tour and that he also learned how a tree with two trunks is measured.

Mr. Carroll explained that a bifurcated tree is measured at 4 1/2 ft. height, and if the trunk is split at that height, each trunk is measured and the two measurements are added together for a total diameter measurement.

Ms. Kollgaard stated that contractor registration was discussed at the last meeting. She stated that the current process for hat-racked trees is that they go to code enforcement, then an arborist's report must be provided by the owner after a year to see if the tree will survive. She stated some residents complain about the look of the tree in the interim, and asked if the Commission wanted to consider encouraging residents to remove hat-racked trees now and replace them using the tree bank.

Mayor Kussard stated residents like the trees until they make a mess and then they are cut down. She stated she would like to discourage residents from hat-racking.

After discussion, the Commission agreed to leave the ordinance as is regarding hat-racked trees.

Ms. Kollgaard stated a lot of public outreach is planned to make residents aware of the new contractor registration and regulations regarding tree trimming and removal. She stated the police department's new electronic radar display sign can be utilized, and she has spoken with Janet Tutt about distributing door hangers. Ms. Kollgaard stated information can also be put on the water bills. She stated that the ultimate responsibility falls on the homeowner and this will help educate them.

Commissioner Vincent stated he could distribute information to Water Oak residents by including it in their monthly newsletter, and he asked Commissioner Holden if he could distribute information through his HOA.

Commissioner Holden stated there are 53 homes in his area and he could go door to door. He asked if the fines need to be tightened up for destroying a historic tree.

Mr. Carroll stated the proposal is to charge \$100 for a permit to remove a tree greater than 36", and then the owner has to replace it with three trees of at least four caliper inches, or a contribution of \$150.00 per tree (\$450 for three trees) must be paid to the tree bank.

Commissioner Vincent stated that Water Oak has removed at least seven historic trees with permits and asked if the trees will be replaced.

Mr. Carroll stated the proposed ordinance for replacement trees is not yet in place, but Water Oak is required to pay \$500 per historic tree removal to the tree bank under the current ordinance.

Ms. Kollgaard commented that there is currently \$3,000 in the tree bank. She clarified that the current ordinance requires that if a tree is removed, the stump must also be removed.

Commissioner Hannan asked if there is any recourse if the stump is not removed.

Mr. Carroll replied that code enforcement will follow up as long as it is visible from the public right of way.

Ms. Kollgaard stated that code enforcement officers do not have the authority to go on a property without permission.

Ms. Kollgaard asked the Commissioners if they were in agreement with increasing the fines for multiple violations as suggested by Commission Holden.

After discussion, the Commissioners agreed that the fines for more than one violation should be tripled.

Ms. Kollgaard stated that the proposed ordinance contained the language *propose to qualify trees within ten feet of the exterior wall of the principal structure as a hazardous tree*. She stated that it was discussed at the last meeting to strike *principal structure* and use *any structure*.

Commissioner Richards suggesting using "permitted structure" instead of "principal structure" to make it legal, and the Commissioners agreed on this.

Mr. Carroll stated they could also put that the ten feet shall be measured from the trunk of the tree to the base nearest adjacent structure.

Commissioner Vincent mentioned that he has heard very nice comments about the Town's code enforcement officer.

Commissioner Hannan stated that The Villages Deed Compliance has also had nice comments about him and that they enjoy working with him.

Ms. Kollgaard asked if anyone had any suggestions regarding trees effecting sidewalks and driveways.

Commissioner Hannan stated it is better to cut the roots and put down a root barrier rather than cut down the tree. He stated The Villages will send out an arborist to evaluate the situation if a resident applies to cut down a tree due to the roots lifting up a driveway.

Commissioner Vincent stated he received a letter from a resident in Water Oak regarding this subject, and it was agreed this may be a legal issue between the resident and the Water Oak developers.

Mr. Carroll stated that when residents reach out to the Town regarding a driveway issue where tree roots are lifting it, staff's first course of action is to have them contact an arborist to see if a root barrier would correct the situation, and if it cannot be corrected, then the Town would accept the arborist's recommendation.

Commissioner Holden asked what a root barrier consists of.

Commissioner Richards stated it is some type of fabric which does not allow roots to spread through it, and may contain a chemical as well.

Ms. Kollgaard confirmed that there will be no change in the ordinance regarding sidewalks and driveways.

Commissioner Vincent stated he will suggest to Sun Communities that they contact an arborist if there is any dispute in that regard.

Commissioner Hannan asked if arborists register with the Town.

Mr. Carroll replied that it is not required, but staff verifies their ISA number (like a professional engineer number) on a database when they come in.

Ms. Kollgaard stated that staff has discussed having the code enforcement officer pop in on an occasional weekend, taking another day off during the week to make up for it, as it was discussed that a lot of tree trimming goes on during the weekend, and the Commissioners agreed this would be a good idea. It was also discussed that the police non-emergency line at (352) 751-1560 can be called to turn in a complaint of this nature on the weekend and a police officer will respond.

Ms. Kollgaard stated that staff will work on the changes to the tree ordinance as discussed today and previously and will bring it back to the Commission in draft form at a later date along with information regarding contractor registration, although not at the next Commission meeting.

Commissioner Holden suggested that the Town consider setting aside a certain amount out of the tree bank to give away free live or water oak trees of 3-4" diameter to residents. He stated residents could apply for the free tree give-away.

Commissioner Vincent suggested this could be done in conjunction with the Arbor Day ceremony.

After discussion, the Commissioners agreed the Town could arrange to give away approximately 50 trees costing just under \$5,000 so that three quotes can be obtained rather than putting the purchase through the bid process. They also agreed residents could apply and a drawing could be held during the Arbor Day ceremony.

5. **ADJOURN:** There being no further discussion; the meeting was adjourned at 9:57 a.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk



PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: November 9, 2015

SUBJECT: Lumen Park–Final Commercial Plat - A commercial subdivision consisting of 23 lots on a 30-acre parcel located north of County Road 466, approximately 1000± feet east of the Sumter County Line, on Highway 466 within the Town of Lady Lake (AKs. 2543370, 2563842, 1739861).

DEPARTMENT: GROWTH MANAGEMENT

RECOMMENDED MOTIONS:

1. Motion to forward the Lumen Park Subdivision- Final Plat Application to the Town Commission with the recommendation of Approval.
2. Motion to forward the Lumen Park Subdivision- Final Plat Application to the Town Commission with the recommendation of Denial.

Growth Management Staff is in support of recommendation #1

SUMMARY:

Applicant, Darren Azdell with Outsidein Architecture LLC, has submitted plans for Final Plat Approval of a subdivision consisting of 23 Lots on a 30-acre parcel located north of County Road 466, approximately 1000± feet east of the Sumter County Line, on Highway 466 within the Town of Lady Lake (AKs. 2543370, 2563842, 1739861). The Final Plat was reviewed to determine if it is in compliance with the Land Development Regulations (LDRs). The Final Plat was reviewed to determine if it is in compliance with the Land Development Regulations (LDRs) and Florida Statutes Chapter 177. Attached are the following items in the packet:

1. Declaration of Covenants, Restrictions and Easement for Lumen Park
2. Certificate of Title
3. Final Subdivision Plat Plans
4. Application and Warranty Deeds

Additional Information:

- 1) The Lumen Park at Lady Lake MJSP 06/15-001 received approval by Town Commission on July 20, 2015 for a 3-story 151,790-square-foot building providing 154 beds in 129 units and Pool Amenities. The developer has not initiated construction of the approved improvements to date.
- 2) A Sewer & Water Agreement will be executed between Town of Lady Lake and the Property Owner/Developer for Lumen Park Major Site Plan MJSP 06/15-001 project.
- 3) The Developer/owner is proposing to convey certain utilities off-site improvements to the Town.
- 4) As per the Declaration of Covenants, Restrictions, and Easement, Section 3). 3.1)., the lot owner shall have the obligation to construct all of the common element improvements and access easement areas referred to as Infrastructure Improvements.

Comments:

Satisfied/Revised Items:

- The final plat and declaration of covenants, conditions, and restrictions have been updated to include all exhibits. Additionally, section 6.4 which is drafted in accordance with Ordinance 2011-28, has been added to the declaration of covenants.
- The comments regarding the location and width of all existing or recorded rights of way has been added.
- The comment regarding Certificate of Title has been addressed and a copy has been provided as of 11/2/2015.
- The comment regarding including the legal description and a reference for the Villages of Lady Lake Unit 23 on Sheet 1 and Sheet 2 respectively have been addressed.
- Applicant has addressed all outstanding surveyor comments.
- A determination has been made by the Town Attorney that a Construction Bond is not required for this project based on the fact there are no public improvements to be conveyed to the Town. Any off-site improvements for utilities will be conveyed after the site plan improvements are completed.

Public Meeting(s):

The **Technical Review Committee (TRC)** members individually reviewed the application on Thursday, October 29, 2015, and determined the application ready to recommending approval to forward to the Planning & Zoning Board.

The **Town Commission** is scheduled to consider the Final Plat at their regular meeting on Monday, December 7, 2015 for final approval.

FISCAL IMPACT: \$ 0

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance(s) Resolution Budget Resolution

Other - Plat

Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD  Submitted 11/2/15 Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER  Approved Agenda Item for: 11/9/15 Date 11/2/15

BOARD ACTION: Approved as Recommended Disapproved

Tabled Indefinitely Continued to Date Certain

Approved with Modification


11-12-15

Wendy Then

From: Derek Schroth <dschroth@bowenschroth.com>
Sent: Tuesday, November 03, 2015 8:24 AM
To: Thad Carroll
Cc: Wendy Then; C.T. Eagle
Subject: Re: Security Bond Requirement

As we discussed, no bond is required under these circumstances.

Derek Schroth
Florida Bar Certified Expert in Business Litigation and Local Government Law
www.bowenschroth.com

On Oct 28, 2015, at 11:53 AM, Thad Carroll <tcarroll@ladylake.org> wrote:

Derek,

Good morning. In the near future we will be considering a Final Plat approval for a commercial project in the Town of Lady Lake. At this point, no construction has commenced on the property; and, all improvements within the plat boundary (water, sewer, lift station, paving, etc.) will remain private. According to Chapter 3, Section 11 of our LDRs, the developer is required to obtain a security in the amount of 115% of the uncompleted improvements. **We need a determination if the security bond (or other means) is required in this instance.**

Below, following g), there is reference to "Acceptance of site improvements" which is causing a little confusion in that we are unsure if this implies acceptance in the manner that it meets the specifications as per the site plan requirements, or whether it implies the same with the understanding that the Town will inherent the infrastructure by way of dedication on the plat?

Given that construction has commenced on a project (hypothetically) in which the plat indicates that the water, sewer, and/or roads will be maintained by the Town, and such infrastructure will be also dedicated to the Town, if the developer wishes to record a final plat prior to completion of those improvements I certainly see the need for the security in the amount of 115% to realize those improvements because we are obligated by the plat to provide and maintain them. However, in such instances where the improvements will remain private and the associated Covenants Conditions and Restrictions place the responsibility on a party within the document to see that these improvements are constructed, is the security bond required? This is our present scenario (see attached CCRs page 3-4, the onus is placed on the Purchaser of Lot 1).

Our reviewing engineer has stated in his experience he has seen where such a bond has been required in both cases, applying it to development improvements that will be dedicated to the municipality as well as those that will remain wholly private, thus making a requirement for the bond in his review comments of the final plat (although, he too was a bit puzzled by what acceptance meant in our code, in that it could imply that the bond would only be required for infrastructure the Town would inherit). Again in our case, no improvements have commenced, and the infrastructure is the responsibility of the owner of Parcel 1 as per the CCRs.

Please review the CCRs page 3 and 4 "Construction of Infrastructure" and determine if the bond is still needed for our current applicant; I just don't want the Town to incur any responsibility if we record the plat, and Lot 2 is sold, yet the Owner of Lot 1 fails to perform their obligations.

Lastly, our code pertaining to final platting of subdivisions is below and highlighted; however, staff is of the opinion that this was to be applied in which construction of infrastructure has commenced, and the developer wants to record the final plat prior to inspection and acceptance of that infrastructure by the Town. The security bond in that case would give us the means to complete the project for which we would be required to maintain on the plat. The developer is waiting on a determination on the matter to secure the bond (or other means) if needed. Let me know if you need any more details or information.

g) Acceptance of site improvements. Upon completion of any corrective actions which were required upon inspection, site improvements shall be accepted by the Town upon receipt of the following:

1) All required certifications of completion under federal, state, regional and county agency permits.

2) Recording of any additional on or off-site easements, rights-of-way, or property dedication required by the development order or the Code, unless they will be dedicated on the plat.

3) Construction security.

A) Site development. Construction security in the amount of one hundred fifteen (115) percent of the estimated construction cost of any uncompleted improvement.

B) Subdivision.

1) When construction of required improvements is to be completed following final plat approval, the developer shall, at or prior to final plat approval, execute a contract for construction of the required improvements and post security in the amount equal to one hundred fifteen (115) percent of the estimated total cost if improvements remaining to be constructed.

2) The contract shall be on a form provided by the Town and shall obligate the developer to complete all required improvements in accordance with the development order, the approved plans and specifications, and Town development regulations and standards, within a period of one (1) year from the date of final plat approval.

3) The surety posted to guarantee performance of the contract shall expire, if at all, no less than ninety (90) days beyond the last date for performance established by the contract, or any extension thereof. The surety shall run in favor of the Town Commission, must be in a form acceptable to the Town Attorney, and may be either:

a) A performance bond underwritten by a surety insurer authorized to transact such business in this state.

b) A cash deposit and escrow agreement governing control and use thereof.

c) An irrevocable letter of credit (issued by a financial institution authorized to conduct business within this state)

d) Other means of security acceptable to the Town Attorney's office and the public works and/or utilities departments.

4) For good cause shown, the Town Commission may at its discretion grant one (1) or more extensions of time for performance of any contract for required improvements, provided the surety supporting such contract remains valid for the required ninety (90) day period following the newly extended time for performance.

5) No construction security shall be released until a certificate of completion has been received, reviewed, and approved by the Town Manager or designee and security for maintenance has been established as required below.

6) Reduction in the amount of surety required, other than a final draw or reduction, may be authorized by the Town Commission after completion of any distinct and separable phase or portion of the required improvements. The amount of any given reduction shall not exceed eighty (80) percent of the cost of completed work, as determined by the Town Commission following review of a cost estimate for said work prepared and certified by the developer's engineer. A reduction in construction security shall not be construed as acceptance of the improvements unless expressly stated otherwise by the Town Commission at the time of the reduction. Formal acceptance shall occur as provided elsewhere in this Code, and only upon establishment of proper maintenance security, where required.

Sincerely,

Thad Carroll, AICP, LEED Green Associate
Growth Management Director
Town of Lady Lake
(352) 751-1521
tcarroll@ladylake.org

Note: The Growth Management Department's office hours are Monday - Thursday 7:30 am - 6:00 pm

Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

<LL Lumen Park LLC _ Declaration of Covenants Conditions and Restrictions....pdf>

Thursday, October 29, 2015

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1582
352-751-1514- Fax

Re: Final Plat Review Comments – Kimley Horn Dated October 20, 2015

Dear Mrs. Then

Thank you for your review of the above submitted final plat. Below are responses to questions generated by Kimley Horn. Attached are the requested changes to the plat and CCR's as requested.

Final Plat Review Comments 10/20/2015

1. An executed Mylar is needed prior to final approval.
Response: Please see final Mylar hand delivered by Shannon Surveying 10.29.15.
2. Need to provide language in regards to Lot 5-23 in regards to access. Is there going to be separate conveyance to adjacent property owner?
Response: Please see final plat and declaration of covenants, conditions and restrictions, specifically section 6.4 which is drafted in accordance with Ordinance 2011-28.
3. Declaration of Covenants, Conditions and Restrictions is preliminary and not executed. Exhibit "A" has references for composite sketch that is not included, and Tract Names inconsistent with final plat.
Response: Please see attached executed CCR with updated Exhibits.
4. If there is infrastructure associated with this plat a Bond and Certified Cost Estimate needs to be submitted.
Response: There is no infrastructure associated with the plat, neither conveyed to public use or privately owned. When construction commences, any infrastructure being conveyed either temporarily or permanently will be bonded in accordance with any town requirements. Items required under Ordinance 2011-28 such as the perimeter fence are being installed in conjunction with construction and shall be bonded as required prior to the issuance of permits. This requirement is understood by the applicant.
5. Add the date of preparation of final plat.

Response: Revised. Please see final plat.

6. The Location and width of all existing or recorded rights of way needs to be added. Need to reference and add dimension to South right of way line of CR 466.

Response: Revised. Please see final plat.

7. Notice on sheet 1 needs to remove "THIS COUNTY" and replace with "LAKE COUNTY".

Response: Revised. Please see final plat.

8. Certificate of Title needs to be submitted.

Response: Please see attached Deed/Certificate of Title for ownership of the existing parcels.

9. Add statement "This instrument was prepared by (name, address).

Response: Revised. Please see final plat.

10. Sheet 1:

- a. Add Unit No. 23 to legal description reference for the Plat of The Villages of Lady Lake.
- b. Add entity name in Certificate of Dedication.
- c. Add north arrow for location map

Response: Revised. Please see final plat.

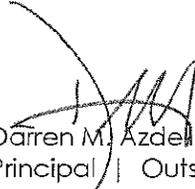
11. Sheet 2:

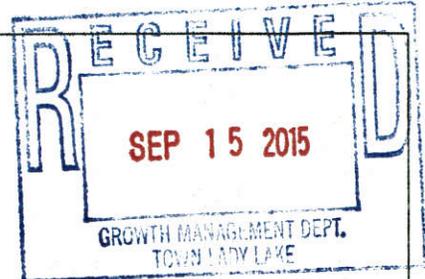
- a. Add Unit No. 23 to reference for the Plat of The Villages of Lady Lake.
- b. Add call for North right of way of CR 466
- c. Calls for monumentation don't match field calls. Correct field monumentation and call for re-inspection.
- d. Calls for set monumentation not found in field. Correct field monumentation and call for re-inspection.
- e. Missing bearing & distance for Southeasterly lot line for Lot 18.
- f. Details "A" & "B" need to specify scale & north arrow.

Response: Revised. Please see final plat.

Thanks to you and Kimley Horn again for taking the time to review the plat and associated documents for this project. Please feel free to contact me if you have any further questions or feel we did not fully respond positively to your questions or comments. I can be reached at (813) 400-2399.

Respectfully,


Darren M. Azdel, AIA, NCARB
Principal | OutsideIn Architecture, LLC



**TOWN OF LADY LAKE
FINAL PLAT APPLICATION**

3895483

2563842

Tax Identification # 3895482

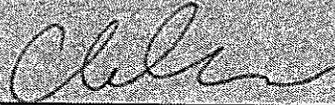
1. Owner's Name: LL Lumen Park LLC
Mailing Address: 1717 Main St, Suite 3900 Dallas, TX 75201
Telephone #: (214) 389-0833
2. Applicant's Name: Darren Azdell
Mailing Address: 1345 Virginia Lee Cir, Brooksville, FL 34602
Telephone #: (813) 400-2399
3. Applicant is: Owner ___ Agent Purchaser ___ Lessee ___ Optionee ___
4. Property Address/Location: 315 CR466 Lady Lake, FL 32159
5. Name of Subdivision for Final Platting Lumen Park
6. Area of Property: 1,308,325 Square feet 30.035 Acres
7. Utilities: Central Water Central Sewer Well ___ Septic Tank ___
8. Zoning of property: Commercial
9. Proposed number of lots/parcels: 23
10. Proposed use of the property: ALF, Office, Retail, Conservation
11. Have any land use applications been filed within the last year in connection with this property? ___ Yes No. If yes, briefly describe the nature of the request: Site Plan and Building Permits

Applications shall include a legal description of the property, proof of ownership and authorization from the owner if represented by an agent or contract purchaser.

Application fee for Final Plat

\$3,000.00

I certify that the statements in this application are true to the best of my knowledge.



Signature of Applicant

FOR THE INITIAL SUBMITTAL FOR THE REVIEW PHASE, PLEASE SUBMIT THE APPLICATION AND ALL APPLICABLE DOCUMENTATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FOUR (4) COMPLETE SETS OF 24"X36" AND FOUR COMPLETE SETS OF 11"X17" (ALL SIGNED AND SEALED PLANS) TO THE GROWTH MANAGEMENT DEPARTMENT. ADDITIONAL COPIES OF APPLICATION AND PLANS WILL BE REQUIRED PRIOR TO CONSIDERATION AT THE PLANNING AND ZONING BOARD AND TOWN COMMISSION MEETINGS.

Office Use:

Date Application Received: 09-15-15

Received By: W. Thew

Fees Paid: \$3,000.00

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared Cliff Weiner - Dir of LL Lumen Park who being by me first duly sworn on oath, deposes and says:

(1) That he is the fee-simple owner of the property legally described on page one of this application.

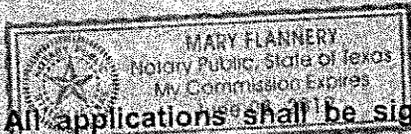
(2) That he desires approval for:
Final Plat - Lumen Park

(3) That he has appointed Darren Azdell to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.

Cliff Weiner
Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 23 day of September 2015, by Cliff Weiner, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Mary Flannery
Notary Public



NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

APPLICANT'S AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF LAKE**

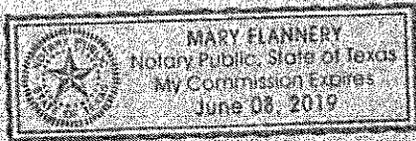
Before me, the undersigned authority personally appeared CLIFF WEINER, who being by me first duly sworn on oath, deposes and says:

- (1) That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.
- (2) That he desires approval for: Final Plat - Lumen Park
- (3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

Cliff Weiner
Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 23 day of September 2015, by Cliff Weiner who is personally known to me or who has produced as identification and who did (did not) take an oath.

Mary Flannery
Notary Public



PROPERTY RECORD CARD

General Information

Owner Name:	LL-LUMEN PARK LLC	Alternate Key:	3895482
Mailing Address:	1717 MAIN ST STE 3900 DALLAS, TX 75201 Update Mailing Address	Parcel Number:	18-18-24-000300005300
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	18.70410
		Trash/Recycling /Water/Info:	My Public Services Map
Property Location:	315 COUNTY ROAD 466 LADY LAKE FL 32159 Update Property Location	Property Name:	-- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	FROM S 1/4 COR OF SEC RUN W'LY ALONG S LINE OF SW 1/4 A DIST OF 726.20 FT, N 0-23-52 W 40 FT TO N R/W LINE OF SR 466 FOR POB, RUN W'LY ALONG SAID N R/W LINE 338.50 FT, N 0-23-52 W W 1288.28 FT TO S LINE OF BLK 15 ORANGE BLOSSOM HILLS SOUTH UNIT 2 PB 15 PG 37D, THENCE E'LY ALONG SAID S LINE 338.50 FT FT TO A POINT LYING N 0-23-52 W OF POB, RUN S 0-23-52 E 1288.10 FT TO POB--LESS FROM SW COR OF SW 1/4 RUN S 89-51-17 E ALONG CENTERLINE OF CR 466 A DIST OF 1989.55 FT, N 0-08-43 E 40 FT TO A POINT ON N R/W LINE OF CR 466 FOR POB, CONT N 0-08-43 E 2.75 FT, S 89-51-17 E 32.69 FT, S 0-04-09 W 2.75 FT TO A POINT ON SAID N R/W LINE OF CR 466, N 89-51-17 W ALONG SAID N R/W LINE 32.69 FT TO POB-- ORB 4604 PG 1764		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	STORES / RES. COMBO (1200)	0	0		10	AC	\$0.00	\$630,000.00

Residential Building(s)

Building 001

Residential	Single Family	Building Value: \$43,411.00
Summary		

PROPERTY RECORD CARD

General Information

Owner Name:	LL-LUMEN PARK LLC	Alternate Key:	3895483
Mailing Address:	1717 MAIN ST STE 3900 DALLAS, TX 75201 Update Mailing Address	Parcel Number:	18-18-24-000300005200
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	18.70410
		Trash/Recycling /Water/Info:	My Public Services Map
Property Location:	LADY LAKE FL 32159 Update Property Location	Property Name:	-- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	FROM SW COR OF SW 1/4 RUN E'LY ALONG S LINE OF SEC A DIST OF 1007.15 FT, N 0-23-52 W 40 FT TO N R/W LINE OF SR 466 FOR POB, CONT N 0-23-52 W 1288 FT TO S LINE OF ORANGE BLOSSOM HILLS SOUTH UNIT 1 PB 15 PG 37C & PT A, RETURN TO POB, RUN E'LY ALONG SAID N R/W LINE 338.50 FT, N 0-23-52 W 1288 FT TO S LINE OF ORANGE BLOSSOM HILLS SOUTH UNIT 1, W'LY ALONG SAID S LINE TO PT A--LESS FROM SW COR OF SW 1/4 RUN S 89-51-17 E ALONG CENTERLINE OF CR 466 A DIST OF 1155.85 FT, N 0-08-43 E 40 FT TO A POINT ON SAID N R/W LINE OF CR 466 & POB, CONT N 0-08-43 E 2.75 FT, S 89-51-17 E 40.76 FT, S 0-08-43 W 2.75 FT TO A POINT ON SAID N R/W LINE OF CR 466, N 89-51-17 W ALONG SAID N R/W LINE 40.76 FT TO POB-- ORB 4604 PGS 1764 1767		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		10	AC	\$0.00	\$700,000.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4604 / 1764	3/25/2015	Warranty Deed	Multi-Parcel	Vacant	\$2,266,800.00



Prepared by and return to:
Richard P. Newman/klo
Attorney at Law
McLinBurnsed
26736 U.S. Highway 27, Suite 103
Leesburg, FL 34748
352-787-1241
File Number: 131001

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 25th day of March, 2015 between RHYS ALLAN COBB, whose post office address is 532 Kenal Road, Ridgeway South Carolina 29130, grantor, and LL-LUMEN PARK, LLC, a Delaware limited liability company whose post office address is 1717 Main Sreet, Suite 3900, Dallas, TX 75201, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Lake County, Florida to-wit:

PARCEL A:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 RUN EASTERLY ALONG THE SOUTH SECTION LINE 1,007.15 FEET, THENCE NORTH 0°23'52" WEST 40 FEET TO THE NORTH RIGHT OF WAY LINE OF S.R. 466 AND THE POINT OF BEGINNING, THENCE CONTINUE NORTH 0°23'52" WEST 1288 FEET, MORE OR LESS, TO THE SOUTH LINE OF ORANGE BLOSSOM HILLS SOUTH, UNIT 1, AS RECORDED IN PLAT BOOK 15, PAGE 37C, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE 338.50 FEET; THENCE RUN NORTH 0°23'52" WEST 1288 FEET, MORE OR LESS, TO SAID SOUTH LINE OF ORANGE BLOSSOM HILLS SOUTH, UNIT 1, THENCE RUN WESTERLY ALONG SAID SOUTH LINE TO THE ABOVE DESIGNATED POINT "A".

LESS AND EXCEPT A 2.75-FOOT-WIDE STRIP OF LAND BEING A PORTION OF THAT CERTAIN DESCRIBED PROPERTY PER OFFICIAL RECORDS BOOK 2501, PAGE 1199, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°51'17" EAST, ALONG THE CENTERLINE OF COUNTY ROAD 466 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11560-2601, DATED 12-20-63, RECORDED IN ROAD PLAT BOOK 6, PAGE 55, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR A DISTANCE OF 1155.85 FEET TO A POINT; THENCE RUN NORTH 00°08'43" EAST FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, CONTINUE NORTH 00°08'43" EAST FOR A DISTANCE OF 2.75 FEET; THENCE RUN SOUTH 89°51'17" EAST ALONG A LINE BEING 42.75 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF SAID COUNTY ROAD 466, FOR A DISTANCE OF 40.76 FEET; THENCE SOUTH 00°08'43" WEST FOR A DISTANCE OF 2.75 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466; THENCE RUN NORTH 89°51'17" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466 AND ALONG A LINE BEING 40.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF SAID COUNTY ROAD 466, FOR A DISTANCE OF 40.76 FEET TO THE POINT OF BEGINNING.

PARCEL C:

THAT PART OF GOVENMENT LOT 6 IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 18 AND RUN THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18 A

DISTANCE OF 726.20 FEET; THENCE N.0°23'52"W. 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF S.R. 466 AND THE POINT OF BEGINNING. THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE 338.50 FEET. THENCE N.0°23'52"W. 1288.28 FEET, MORE OR LESS, TO THE SOUTH LINE OF BLOCK 15, ORANGE BLOSSOM HILLS SOUTH, UNIT NO. 2, PLAT BOOK 15, PAGE 37D, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. THENCE EASTERLY ALONG SAID SOUTH LINE 338.50 FEET, MORE OR LESS, TO A POINT LYING N.0°23'52"W. OF THE POINT OF BEGINNING. THENCE S.0°23'52"E. 1288.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT A 2.75-FOOT-WIDE STRIP OF LAND BEING A PORTION OF THAT CERTAIN DESCRIBED PROPERTY PER OFFICIAL RECORDS BOOK 2388, PAGE 243, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°51'17" EAST, ALONG THE CENTERLINE OF COUNTY ROAD 466 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11560-2601, DATED 12-20-63, RECORDED IN ROAD PLAT BOOK 6, PAGE 55, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR A DISTANCE OF 1989.55 FEET TO A POINT; THENCE RUN NORTH 00°08'43" EAST FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, CONTINUE NORTH 00°08'43" EAST FOR A DISTANCE OF 2.75 FEET; THENCE RUN SOUTH 89°51'17" EAST ALONG A LINE BEING 42.75 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF SAID COUNTY ROAD 466, FOR A DISTANCE OF 32.69 FEET; THENCE SOUTH 00°04'09" WEST FOR A DISTANCE OF 2.75 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466; THENCE RUN NORTH 89°51'17" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466 AND ALONG A LINE BEING 40.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF SAID COUNTY ROAD 466, FOR A DISTANCE OF 32.69 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 181824003-000-01500 & 181824003-000-02100

NEITHER THE GRANTOR NOR GRANTOR'S SPOUSE, NOR ANYONE DEPENDENT UPON SAID GRANTOR, RESIDES ON THE ABOVE DESCRIBED PROPERTY, AND THE SAME DOES NOT CONSTITUTE THE HOMESTEAD OF SAID GRANTOR AS THE SAME IS DEFINED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF FLORIDA.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Shelby Jo Fordham
Witness Name: Shelby Jo Fordham

Rhys Allan Cobb (Seal)
Rhys Allan Cobb

Richard P. Newman
Witness Name: Richard P. Newman

Florida
STATE OF SOUTH CAROLINA
COUNTY OF SAIRFIELD Lake

The foregoing instrument was acknowledged before me this 25th day of March, 2015, by Rhys Allan Cobb, who is personally known to me or has produced a Driver License as identification.

[Notary Seal]

NOTARY PUBLIC
RICHARD P. NEWMAN
MY COMMISSION # FF 084374
EXPIRES: March 11, 2018
Bonded Thru Budget Notary Services

Richard P. Newman
Notary Public
Printed Name: Richard P. Newman
My Commission Expires: _____

PROPERTY RECORD CARD

General Information

Owner Name:	LL-LUMEN PARK LLC	Alternate Key:	2563842
Mailing Address:	1717 MAIN ST STE 3900 DALLAS, TX 75201 Update Mailing Address	Parcel Number:	18-18-24-000300002100
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	18.70410
		Trash/Recycling /Water/Info:	My Public Services Map
Property Location:	LADY LAKE FL 32159 Update Property Location	Property Name:	-- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	FROM SW COR OF SEC RUN E'LY ALONG SEC LINE 1345.65 FT, N 0-23-52 W 40 FT TO N RW OF SR 466 & POB, CONT N 0-23-52 W 1288 FT TO S LINE OF ORANGE BLOSSOM HILLS SOUTH UNIT NO 1 & NO 2, E'LY ALONG SAID S LINE 338.5 FT, S 0-23-52 E 1288.28 FT TO N RW OF SR 466, W'LY ALONG N RW 338.5 FT TO POB ORB 4604 PG 1769		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		10	AC	\$0.00	\$700,000.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
741 / 398	12/1/1981	Warranty Deed	Qualified	Vacant	\$30,000.00
808 / 1415	5/1/1984	Warranty Deed	Qualified	Vacant	\$32,900.00
816 / 1098	8/1/1984	Quit Claim Deed	Unqualified	Vacant	\$1.00
859 / 198	11/1/1985	Warranty Deed	Qualified	Vacant	\$12,900.00
4604 / 1762	3/25/2015	Quit Claim Deed	Unqualified	Vacant	\$100.00
4604 / 1769	3/25/2015	Warranty Deed	Qualified	Vacant	\$1,133,300.00

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes



Prepared by and return to:
Richard P. Newman/klo
Attorney at Law
McLinBurnsed
26736 U.S. Highway 27 Suite 103
Leesburg, FL 34748
352-787-1241
File Number: 131001A

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 25th day of March, 2015 between Rhys Allan Cobb whose post office address is 532 Kenal Road, Ridgeway, SC 29130, grantor, and LL-LUMEN PARK, LLC, a Delaware limited liability company whose post office address is 1717 Main Street, Suite 3900, Dallas, TX 75201, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, conveyed and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

PARCEL B: THAT PART OF GOVERNMENT LOTS 5 & 6 IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SECTION 18 RUN EASTERLY ALONG THE SOUTH LINE THEREOF A DISTANCE OF 1345.65 FEET, THENCE NORTH 0°23'52" WEST 40 FEET TO THE NORTH RIGHT OF WAY LINE OF S.R. 466 AND THE POINT OF BEGINNING, THENCE CONTINUE NORTH 0°23'52" WEST 1288 FEET, MORE OR LESS, TO THE SOUTH LINE OF ORANGE BLOSSOM HILLS SOUTH, UNITS NO. 1 & 2, AS RECORDED IN PLAT BOOK 15, PAGE 37 D & C, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE EASTERLY ALONG SAID SOUTH LINE 338.50 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 707, PAGE 359, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE SOUTH 0°23'52" EAST 1288 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF S.R. 466 AND THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 707, PAGE 359, THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE 338.50 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 1818240003-000-02100

NEITHER THE GRANTOR NOR GRANTOR'S SPOUSE, NOR ANYONE DEPENDENT UPON SAID GRANTOR, RESIDES ON THE ABOVE DESCRIBED PROPERTY, AND THE SAME DOES NOT CONSTITUTE THE HOMESTEAD OF SAID GRANTOR AS THE SAME IS DEFINED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF FLORIDA.

Subject only to the Permitted Exceptions attached as Exhibit "A".

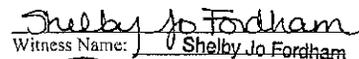
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: Shelby Jo Fordham

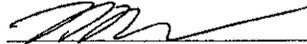
 (Seal)
Rhys Allan Cobb


Witness Name: Richard P. Newman

State of ~~South Carolina~~ Florida
County of ~~Fairfield~~ Collier

The foregoing instrument was acknowledged before me this 25th day of March, 2015 by Rhys Allan Cobb, who is personally known or has produced Divorce Decree as identification.

[Notary Seal]



Notary Public

Printed Name: Richard P. Newman

My Commission Expires: _____



RICHARD P. NEWMAN
MY COMMISSION # FF 084374
EXPIRES: March 11, 2018
Bonded Thru Budget Notary Services

EXHIBIT "A"
PERMITTED EXCEPTIONS

1. Temporary Non-Exclusive Construction Easement Deed and Perpetual Grading Easement in favor of Lake County recorded in O.R. Book 3657, Page 2296, Public Records of Lake County, Florida.

2. Ordinance No. 2006-41 dated April 19, 2007, and recorded June 25, 2007, in O.R. Book 3458, Page 1024, Public Records of Lake County, Florida ("Ordinance 2006-41"), which Ordinance 2006-41 attaches the Developer's Agreement Between the Town of Lady Lake and Crisbo Holdings, LLC and Rhys Allan Cobb dated April 15, 2007, as modified by Ordinance No. 2008-21 dated September 24, 2008, and recorded December 22, 2008, in O.R. Book 3713, Page 30, Public Records of Lake County, Florida ("Ordinance 2008-21"), which Ordinance 2008-21 attaches the Memorandum of Agreement between the Town of Lady Lake, Crisbo Holdings, LLC, and Rhys Allan Cobb dated September 25, 2008, and as further modified by Ordinance No. 2011-28 dated December 19, 2011, and recorded December 2, 2011, in O.R. Book 4109, Page 746, Public Records of Lake County, Florida ("Ordinance 2011-28"), which Ordinance 2011-28 attaches the Memorandum of Agreement between the Town of Lady Lake, Crisbo Holdings, LLC, and Rhys Allan Cobb dated December 19, 2011.

G:\User\KrisO\131001A.Permitted Except



First American Title Insurance Company
7360 Bryan Dairy Road, Suite 225
Largo, FL 33777
Phone: (727)549-3200
Fax: (866)265-4386

**CERTIFICATE OF TITLE INFORMATION FOR THE FILING
OF A SUBDIVISION PLAT IN
Lake County, Florida**

FATIC File No.: 2061-3459676

A search of the Public Records of Lake County, Florida, through October 27, 2015 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of Lumen Park (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deeds of record were dated March 25, 2015 and recorded April 1, 2015 in Official Records Book 4604, Page 1764, Official Records Book 4604, Page 1767, Official Records Book 4604, Page 1762 and Official Records Book 4604, Page 1769, Public Records of Lake County, Florida.

B. The record title holder is LL-Lumen Park, LLC, a Delaware limited liability company .

C. The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of Lumen Park .

D. Unsatisfied mortgages or liens encumbering said property are as follows:

None

E. Underlying rights of way, easements or plats affecting said property are as follows:

Temporary Non-Exclusive Construction Easement Deed and Perpetual Grading Easement recorded in Book 3657, Page 2296.

Easement contained in Order of Taking recorded in Book 3665, Page 934.

F. Other information regarding said property includes:

Ordinance No. 2006-39 recorded in Book 3420, Page 53.

Ordinance No. 2006-40 recorded in Book 3420, Page 57.

Ordinance No. 2006-41 recorded in Book 3458, Page 1024.

Ordinance No. 2008-21 recorded in Book 3713, Page 30.

Ordinance No. 2011-28 recorded in Book 4109, Page 746.

G. 2014 Ad valorem taxes on said property are paid for Tax Parcel I. D. Number 1818240003-000-02100; 1818240003-000-01500; 1818240003-000-02000.

**CERTIFICATE OF TITLE INFORMATION FOR THE FILING
OF A SUBDIVISION PLAT IN
Lake County, Florida**

This certificate is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose.

First American Title Insurance Company

By: _____


Ed Pagliuso
Commercial Title Officer
Authorized Signatory

Exhibit "A"

That part of Government Lot 6 in Section 18, Township 18 South, Range 24 East, Lake County, Florida, as described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 18; thence run N 89° 57'00" W along the South line of said Southwest 1/4 of Section 18, a distance of 725.84 feet; thence run N 00° 04'01" W, a distance of 42.75 feet to a point on the North right of way line of County Road No. 466; thence the next 7 courses run along said North right of way line; run N 89° 57'00" W, a distance of 32.69 feet; thence run S 00° 03'00" W, a distance 2.75 feet; thence run N 89° 57'00" W, a distance of 793.37 feet; thence run N 00° 03'00" E, a distance of 2.75 feet; thence run N 89° 57'00" W, a distance of 40.76 feet; thence run S 00° 03'00" W, a distance of 2.75 feet; thence run N 89° 57'00" W, a distance of 149.19 feet; thence departing said North right of way line of County Road No. 466, run N 00° 01'54" W along the East line of the Plat of Spring Arbor Village, as recorded in Plat Book 40, Page 92, a distance of 1,288.59 feet; thence run S 89° 55'51" E along the South line and its Westerly extension of the Plat of Orange Blossom Gardens Unit No. 19, as recorded in Plat Book 33, Page 5, a distance of 1,015.22 feet; thence run S 00° 04'01" E along the West line of the Plat of the Villages of Lady Lake, as recorded in Plat Book 39, Page 60, a distance of 1,285.50 feet to the Point of Beginning.

This instrument prepared by
(and return to):
Alberto S. Bustamante, III, Esq.
Baker Hostetler LLP
200 S. Orange Ave.
Suite 2300
Orlando, FL 32801

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made and entered into as of the 29th day of October, 2015 (the "**Effective Date**"), by LL Lumen Park, LLC, a Delaware limited liability company ("**Declarant**").

1. PRELIMINARY.

1.1 **Lumen Park Property.** Declarant is the owner of those certain tracts of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately thirty (30) gross acres of land as identified by the legal description and on the composite sketch contained in Exhibit A attached hereto and incorporated herein by reference (the "**Lumen Park Property**").

1.2 **Lot 1.** Declarant is the owner of that certain tract of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately seven and a half (7.5) gross acres of land as identified on composite sketch Exhibit A (the "**Lot 1**").

1.3 **Lot 2.** Declarant is the owner of that certain tract of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately thirteen and eighty-five hundredths (13.85) gross acres of land as identified on composite sketch Exhibit A (the "**Lot 2**").

1.4 **Lot 3.** Declarant is the owner of that certain tract of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately three and seven tenths (3.7) gross acres of land as identified on composite sketch Exhibit A (the "**Lot 3**").

1.5 **Lot 4.** Declarant is the owner of that certain tract of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately two and eighty-five hundredths (2.85) gross acres of land as identified on composite sketch Exhibit A (the "**Lot 4**").

1.6 **Lots 5.** Declarant is the owner of that certain tract of land located and situated in the town of Lady Lake, Lake County, Florida containing approximately two and one tenth (2.1) gross acres of land as identified on composite sketch Exhibit A (the "**Lot 5**"), which has been divided into 19 lots identified as "5A", "5B", "5C", "5D", "5E", "5F", "5G", "5H", "5I", "5J", "5K", "5L", "5M", "5N", "5O", "5P", "5Q", "5R", and "5S".

1.7 **Purpose.** The Lumen Park Property consists of contiguous lots of land. The purpose of this Declaration is to establish certain covenants, conditions, easements, and restrictions that shall be applicable to the Lumen Park Property, all of which covenants, conditions and restrictions are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lumen Park Property.

1.8 **Definitions.** In addition to capitalized terms which are defined as such capitalized terms are introduced in this Declaration, the following terms shall have the definitions ascribed to them below.

(a) **"Declarant"**: LL Lumen Park, LLC and its successor as identified in Section 10 below.

(b) **"Environmental Laws"**: The Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Clean Water Act, the Resource Conservation and Recovery Act and any other similar federal, state or local law, rule or regulation respecting Hazardous Materials, together with all rules and regulations promulgated thereunder and all present or future amendments thereto.

(c) **"Hazardous Materials"**: Underground storage tanks, petroleum and petroleum products, asbestos, PCB's, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any Environmental Laws.

(d) **"Lienholder"**: Any mortgagee under a mortgage, or any trustee or beneficiary under a deed of trust, owning and holding a lien on any Parcel as provided in and granted by such mortgage or deed of trust. A Lienholder shall not be deemed to be an Owner for purposes of this Declaration until such time as said Lienholder acquires fee simple title to its Parcel by foreclosure, trustee's sale or otherwise.

(e) **"Owner" or "Owners"**: At any time and with respect to a Parcel, the record holder of fee simple title to such Parcel (including his, her or its heirs, personal representatives, successors and assigns).

(f) **"Parcel"**: One of the lots designated on the composite sketch Exhibit A.

(g) **"Parcels"**: Collectively, Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 (including 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R and 5S).

(h) **"Person"**: Any individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or any other form of business or legal entity.

- (i) "**Property**": The Lumen Park Property.
- (j) "**Restrictions**": The covenants, conditions and restrictions contained in this Declaration.

2. COVENANTS APPLICABLE TO THE LUMEN PARK PROPERTY.

2.1 **Development of Lumen Park Property.** Owners shall not, without Declarant's prior written consent (which consent may be granted or withheld by Declarant in its reasonable discretion), develop, or permit the development of, the Lumen Park Property in any manner that is not the same as, or substantially similar to and consistent with, the development plan (the "**Lumen Park Property Development Plan**") for the Lumen Park Property as set forth in Exhibit B. In the event that the Owner of Lot 1 desires to revise or amend the Lumen Park Property Development Plan, such Owner shall provide to Declarant a written description of the proposed revision or amendment of the Lumen Park Property Development Plan (together with such drawings and/or any other information or documentation as Declarant shall reasonably require). Declarant shall have a period of thirty (30) Business Days to approve or disapprove the proposed revision or amendment, which approval or disapproval shall be in writing and delivered to Owner of Lot 1. In the event that Declarant does not approve or disapprove in writing the proposed revision or amendment to the Lumen Park Property Development Plan prior to the expiration of such thirty (30) day period, such proposed revision or amendment shall automatically be deemed to have been disapproved.

3. CONSTRUCTION OF INFRASTRUCTURE.

3.1 The Lot 1 owner shall have the obligation to construct all of the common element improvements and access easement areas as referenced herein and as set forth in the Lumen Park Property Development Plan. The Lot 1 Owner shall, within eighteen (18) months of acquiring title from Declarant, complete the following infrastructure improvements ("**Infrastructure Improvements**"):

- (a) Complete the full access road construction within the cross access easement area;
- (b) Complete all site grading and site work for the Lumen Park Property;
- (c) Clear and remove trees on the Lumen Park Property;
- (d) Construct the complete stormwater retention system for the Lumen Park Property pursuant to applicable permits;
- (e) Construct and install all utility infrastructure to include electrical service, water supply, lift station, and sewer service to each Parcel within Lumen Park Property, as applicable;
- (f) Construct the perimeter fence.

3.2 The obligation to construct the Infrastructure Improvements shall be a covenant and obligation running with title to Lot 1. In the event that the Lot 1 Owner shall not have completed the Infrastructure Improvements within eighteen (18) months of obtaining title thereto, then the Declarant (if other than the then Owner of Lot 1), and/or

any other Owner of Lots 2, 3, or 4, may elect to construct the Infrastructural Improvements ("**Constructing Owner**") and upon completion thereof, such Constructing Owner shall have the right to impose a lien against Lot 1.

In the event that Lot 1 Owner fails to complete the Infrastructure Improvements in a timely manner as required by this Section 3.2, then, Constructing Owner may perform the work necessary to complete the Infrastructure Improvements and Parcel Owner 1 shall reimburse Constructing Owner for all costs incurred with respect to the work done on the Infrastructure Improvements, together with interest per annum which shall accrue at the maximum rate permitted by law from the date payment for the work was made by Constructing Owner, until reimbursement is received from Lot 1 Owner. If Lot 1 Owner shall fail to reimburse Constructing Owner, as provided above, within fifteen (15) days after receipt of a bill therefor, Constructing Owner shall have a lien on Lot 1 for the amount of the bill, which amount shall continue to bear interest at the maximum rate permitted by law until paid. The foregoing lien shall be effective when filed of record by Constructing Owner, as a claim of lien against Lot 1 in the office of the recorder of Lake County, signed and verified. The lien, when so established against Lot 1, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing of the lien. The lien shall be for the use and benefit of Constructing Owner and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

4. COVENANTS APPLICABLE TO LOT 1.

4.1 **Development of Lot 1.** Lot 1 Owner shall have the right to develop Lot 1 as an independent senior living, assisted living and/or memory care facility (the "**Facility**"). Lot 1 Owner shall not, without Declarant's prior written consent (which consent may be granted or withheld in its reasonable discretion), develop, or permit the development of, Lot 1 for any other use (the "**Lot 1 Permitted Use**"). In the event that Lot 1 Owner desires to develop Lot 1 for any use other than the Lot 1 Permitted Use (an "**Alternate Use**"), Lot 1 Owner shall provide to Declarant a written description of the Alternate Use (together with such drawings and/or any other information or documentation as Declarant shall reasonably require). Declarant shall have a period of thirty (30) Business Days to approve or disapprove the proposed Alternate Use, which approval or disapproval shall be in writing and delivered to Lot 1 Owner. In the event Declarant does not approve or disapprove in writing the proposed Alternate Use prior to the expiration of such thirty (30) day period, such proposed Alternate Use shall automatically be deemed to have been disapproved. Lot 1 Owner shall have initiated construction of the improvement (building structures) for the Lot 1 Permitted Use within twenty-four (24) months of receiving title to Lot 1 from Declarant ("**Lot 1 Construction Date**"). In the event Lot 1 Owner shall fail to initiate construction of the building structures by the Lot 1 Construction Date, then Declarant shall have the right to re-purchase Lot 1 from the then Owner. If Declarant elects to re-purchase Lot 1, it shall provide fifteen (15) days written notice to Lot 1 Owner; such notice shall indicate the closing date and closing agent, as determined by Declarant. The re-purchase price shall be calculated by subtracting the infrastructure cost plus ten percent (10%) from the original purchase price paid by Lot 1 Owner to Declarant ("**Re-Purchase**").

Price").

5. COVENANTS APPLICABLE TO LOTS 1 – 4.

5.1 **Compliance with Building and Architectural Standards.** All buildings and improvements constructed or placed on Lots 1 – 4 shall comply in all respects with the building and architectural standards set forth in Exhibit C attached hereto and incorporated herein by reference (the "**Building and Architectural Standards**"). Prior to an Owner's commencing construction of any improvements on its Parcel, such Owner (the "**Constructing Owner**") shall submit the plans and specifications for such improvements, including but not limited to the construction plans, site plan, elevations and other drawings, and descriptions of materials to be used in constructing the improvements (the "**Plans and Specifications**") to the Declarant (the "**Reviewing Owner**") for such Reviewing Owner's review and confirmation that the Plans and Specifications comply in all respects with the Building and Architectural Standards. Within fifteen (15) Business Days after the Plans and Specifications are delivered to the Reviewing Owner, the Reviewing Owner shall provide a written response to the Constructing Owner (the "**Response Notice**") which (a) confirms in writing (which confirmation shall not be unreasonably withheld) that the Plans and Specifications comply in all respects with the Building and Architectural Standards, or (b) identifies with specificity and in reasonable detail that portion or portions of the Plans and Specifications which do not comply with the Building and Architectural Standards. The foregoing submission, review and Response Notice process shall continue until the Plans and Specifications are approved by the Reviewing Owner. If a Reviewing Owner does not provide a Response Notice within fifteen (15) Business Days after the Plans and Specifications are delivered to the Reviewing Owner, the Plans and Specifications shall automatically be deemed to have been confirmed and approved by the Reviewing Owner. Declarant and all Parcel Owners acknowledge and agree that (i) the improvements to be constructed by each Owner of Lots 1 – 4 on their respective Parcel (the "**Parcel Improvements**") will be substantially as shown in the renderings set forth in Schedule 1 attached hereto and incorporated herein by reference, and (ii) the improvements to be constructed by such Owner on the corresponding Parcel of the Lumen Park Property shall be substantially as set forth in the Lumen Park Development Plan and Building and Architectural Standards.

5.2 Prohibited Uses.

(a) In addition to any other uses prohibited by law, ordinance or development order(s), no portion of the Lumen Park Property shall under any circumstances be used for:

- (i) "head shop";
- (ii) X-rated theater;
- (iii) establishment for the sale of pornographic materials;
- (iv) massage parlor and/or steam bath (provided that this provision shall not be deemed to prohibit any therapeutic massages or any form of hydrotherapy made available to

- residents of the Facility);
- (v) nude modeling studio or establishment with nude or semi-nude waiters, waitresses or entertainers;
 - (vi) adult bookstore and/or adult video sales and rentals;
 - (vii) billiard room;
 - (viii) convenience store;
 - (ix) restaurant, including drive-in restaurant or drive-through restaurant (provided that this provision shall not be deemed to prohibit any dining room service or similar food service in the Facility);
 - (x) bowling alley;
 - (xi) skating rink;
 - (xii) secondhand store;
 - (xiii) army/navy type store and/or governmental "surplus" store;
 - (xiv) wholesale or factory outlet store;
 - (xv) cooperative store;
 - (xvi) sexually-oriented or adult-oriented business;
 - (xvii) gambling establishment;
 - (xviii) used car lot;
 - (xix) scrap or waste yard;
 - (xx) wrecking or junk yard;
 - (xxi) pawn shop;
 - (xxii) kennel or other animal boarding facility;
 - (xxiii) stockyard;
 - (xxiv) food or meat processing or packing facility;
 - (xxv) warehouse;
 - (xxvi) self-storage facility;
 - (xxvii) mobile home or trailer park;
 - (xxviii) casino or gambling establishment;
 - (xxix) liquor store, package store or any other wholesale or retail establishment selling liquor, beer, wine or any other alcohol for consumption; or
 - (xxx) site for drilling for and/or removal of subsurface substances (other than in connection with environmental investigation and/or remediation conducted in accordance with applicable

laws).

(b) Without in any way limiting or affecting the prohibited uses set forth in Section 5.2(a), the following shall not be permitted with respect to the Lumen Park Property:

(i) No temporary dwelling, tent, shop, trailer or mobile home of any kind or any temporary improvement shall be permitted on any Parcel; provided, however, that a builder or contractor may have temporary improvements (such as a temporary office or construction trailer) on a Parcel during the construction of any improvements on a Parcel.

(ii) No boat, marine craft, hovercraft, aircraft, recreational vehicle, camper, travel trailer, motor home or camper body may be parked for storage on any Parcel; provided that this restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use during the construction of any improvements on a Parcel.

(iii) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement (other than, in the case of Lot 1, vehicles with the name of the Facility thereon, or vehicles of a builder during the construction of any improvements on a Parcel) shall not be permitted to park on any Parcel overnight.

(iv) No vehicle of any size which transports flammable or explosive material may be kept on any Parcel at any time; provided, however, that the prohibition set forth in this Section 5.2(b)(iv) shall not apply to any vehicle temporarily on a Parcel for the purpose of making deliveries to such Parcel if such vehicle complies with all applicable laws and regulations.

(v) No individual water supply system shall be permitted on any Parcel.

(vi) No individual sewage disposal or septic system shall be permitted on any Parcel.

(vii) No building previously constructed elsewhere may be moved onto any Parcel, it being the intent and purpose of this Section 5.2(b)(vii) that only new construction shall be built and placed on any Parcel.

(viii) No building or other permanent improvements shall be placed or permitted to remain on a Parcel which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or materially retard the flow of water through drainage channels.

5.3 Construction and Maintenance. Each Owner, at its sole and exclusive cost, shall keep and maintain its respective Parcel (together with any and all improvements located thereon) in good condition and repair, clean and free of rubbish and other hazards.

Such maintenance shall include, but not be limited to, the following: regular and timely removal of all litter, garbage, trash and waste; regular lawn mowing; tree, shrub and plant pruning and trimming; watering of landscaped areas; weed control; pest control; maintaining exterior lighting and mechanical facilities in good working order; keeping parking areas, walks, driveways and roads clean and in good repair; striping of all parking and driveway areas; and the repairing and repainting of the exterior improvements visible to neighboring properties and/or public view. The standard for such maintenance shall be that which would maintain the Parcel or Parcels of an Owner in a manner and quality equal to at least that maintained by the owners of first class facilities of the same type in Lady Lake, Florida.

In the event that the Owner(s) of Lots 2, 3, 4 and/or 5 at any time fails to keep and maintain its Parcel in the condition required by this Section 5.3, then, upon thirty (30) days prior written notice, the Declarant may perform any work necessary to cause Lots 2, 3, 4 and/or 5, as the case may be (the "Defaulting Parcel"), to be placed in the condition required by this Section 5.3, and the Owner of the Defaulting Parcel shall reimburse the Declarant for all costs incurred with respect to the work done on the Defaulting Parcel, together with interest per annum which shall accrue at the maximum rate permitted by law from the date payment for the work was made by Declarant, until reimbursement is received from the Owner of the Defaulting Parcel. If the Owner of the Defaulting Parcel shall fail to reimburse Declarant as provided above within fifteen (15) days after receipt of a bill therefor, Declarant shall have a lien on the Defaulting Parcel for the amount of the bill, which amount shall continue to bear interest at the maximum rate permitted by law until paid. The foregoing lien shall only be effective when filed of record by Declarant, as a claim of lien against the Defaulting Parcel in the office of the recorder of Lake County, signed and verified, and containing at least the following:

- (i) An itemized statement of all amounts due and payable pursuant hereto;
- (ii) A description of the Defaulting Parcel;
- (iii) The name of the current Owner or reputed owner of the Defaulting Parcel.

The lien, when so established against the Defaulting Parcel, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing of the lien. The lien shall be for the use and benefit of Declarant and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

5.4 Grant of Access Easement. Declarant has, on even date herewith, granted an easement for vehicular and pedestrian ingress, egress and access to all Lots within the Lumen Park Property, the easement shall be recorded in the Lake County Public Records in the form attached hereto as Exhibit D ("Access Easement"). Lots 1 – 4 shall be deemed parties to the Access Easement and be subject to the Access Easement in perpetuity. The Access Easement shall provide for cross-parking as between the Lots 1 – 4; such cross-parking being made available to those spaces which are beyond that required by applicable governing authority for the use and facilities within any such Parcel.

5.5 **Grant of Lot 2 Signage Easement.** Declarant has, on even date herewith, granted an easement for Lot 2 signage at the east side of the west access drive entrance of Lot 1, the easement shall be recorded in the Lake County Public Records in the form attached hereto as Exhibit E ("**Signage Easement**"). Signage shall comply with town ordinances, codes and this Declaration, and shall be approved by Declarant prior to the submission of any permit.

5.6 **Control of Certain Access.** Lot 1 Owner shall, at its expense, construct on Lot 1 a roadway (the "**Lumen Park Access Road**") in substantially the location shown in Exhibit F attached hereto and incorporated herein by reference, which Lumen Park Access Road shall provide Lots 1 – 4 with access to and from CR 466, a publicly dedicated street. It being the express intention of Lot 1 Owner that at any and all times, Lot 1 – 4 Owners or any of its affiliates or their agents, representatives, vendors, customers, guests and invitees, and the residents of the Facility or their family members or other guests, shall have free and unencumbered access from Lot 1 to the Lumen Park Property and from the Lumen Park Property to Lot 1.

5.7 **Hazardous Materials.** No Owner of a Parcel or any tenant, licensee or other occupant of such Parcel shall use or permit the use, handling, generation, storage, release, disposal or transportation of Hazardous Materials on, about or under its Parcel except in the ordinary course of its business and in compliance with all Environmental Laws.

6. COVENANTS APPLICABLE TO LOT 5.

6.1 **Applicable Covenants.** In addition to the Restrictions contained in this Section 6, Lot 5, including 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, and 5S, shall be bound to the foregoing Restrictions stated in Sections 2 – 5 hereinabove.

6.2 **Prohibition on Development and Open Space Requirement.** Consistent with Ordinance No. 2011-28, as recorded in the Official Records Book 4109, Page 746, of the Public Records of Lake County, Florida, all of the property within Lot 5 shall be deemed open space. Lot 5 Owner(s) shall not develop, or permit the development of any portion of Lot 5. The Lot 1 Owner, as part of the Infrastructure Improvements, shall erect, at its sole cost and expense, a fence along the boundary identified on Exhibit A ("**Permitted Fence Area**") for each of Lots 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, and 5S. No other permanent structures or fixtures, including swimming pools, may be erected or constructed on any portion of Lot 5 ("**Open Space Requirement**") with the exception of the following: a) non-permanent lawn furniture, b) irrigation piping, c) raised planters for vegetation or gardening or pervious pedestrian paths.

6.3 **Maintenance.** Each Owner of Lots 5A – 5S shall be responsible for the maintenance and repair of the portion of the fence within its respective Parcel, which shall conform to the design specifications as specified by Declarant. Lot 5 Owner(s) shall be

required to maintain their respective Parcel to the minimum standards specified on Exhibit G. Declarant reserves the right to replace the fence along the east and north boundaries of Lot 2 and Lot 4, to a design and structure at Declarant's sole and absolute discretion.

6.4 **Access.** It is the intent of the Declarant to convey each of Lots 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, and 5S to the adjacent contiguous property owners to the north and east of such lots. Upon conveyance to such adjacent property owners, access shall be by and through such adjacent parcel and title to each such parcel shall thereafter run with title to the adjacent parcel in perpetuity. Subsequent to such conveyance, there shall be no right of access from Lots 1 – 4 to Lots conveyed and there shall be no access from the conveyed Lots 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, and 5S to Lots 1 – 4. In the event that any of Lots 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, or 5S shall not be conveyed and incorporated to the adjacent property as contemplated herein, the access to such property and ownership of such Parcel shall run by, through and to the individually contiguous Parcel within the Lumen Park Property (Lot 2 and Lot 4, respectively).

6.5 **Continuing Covenant/Restriction.** Subsequent to the conveyance of each of Lots 5A – 5S to the adjacent lots, not within the Lumen Park Property, such Lots shall no longer be deemed subject to this Declaration, with the exception of the Parcel designation by virtue of the Plat, the Open Space Requirement, and all other terms, conditions and requirements of this Section 6.

7. **STORMWATER MANAGEMENT SYSTEM AND LIFT STATION.**

7.1 Declarant has, on even date herewith, granted to Owners of Lots 1 – 4, a Stormwater, Retention and Utility Easement which shall be recorded in the Lake County Public Records, which shall be in the form attached hereto as Exhibit H ("**Stormwater, Retention and Utility Easement**"). All improvements to be constructed in association with the stormwater system within the Lumen Park Property, shall be constructed by the Lot 1 Owner, as Infrastructure Improvements. The Stormwater, Retention and Utility Easement shall provide for the location, structures, access, use and maintenance of the common stormwater management and retention system and the location and use of the lift station which shall serve the sewer utility function and operating system for Lots 1 – 4 within the Lumen Park Property.

8. **CASUALTY AND CONDEMNATION.**

8.1 **Casualty.** In the event of any damage to or destruction of any building and/or any other improvements on any Parcel from any cause whatsoever, the Owner upon whose Parcel the casualty occurred shall, at the sole option of such Owner and within nine (9) months from the date of the casualty, (i) commence the repair, restoration, or rebuilding of the building and/or other improvements and complete such building and/or other improvements with reasonable diligence, (ii) raze and demolish such building and/or improvements (or such part thereof that has been damaged or destroyed), clear the affected

area of all debris, either pave and/or landscape such affected area in such a manner as not to adversely affect the drainage of the Property or any portion thereof, and keep the same weed-free and clean, or (iii) effect any combination of subsections (i) and (ii) of this Section 8.1 as such Owner may deem appropriate.

8.2 **Condemnation.**

(a) Building and Improvements Restoration. If all or any portion of any building and/or any other improvements on any Parcel is taken or damaged as a result of the exercise of the power of eminent domain by any condemning authority, or any transfer in lieu thereof (a "**Condemnation**"), the Owner upon whose Parcel such building and/or improvements are located shall have (i) the same obligations with respect to restoration or removal of the building and/or the improvements as are set forth in Section 8.1, and (ii) the same rights with respect to such Parcel of such Owner as are set forth in Section 8.1.

(b) Allocation of Award. If all or any portion of a Parcel is taken or damaged as a result of a Condemnation (a "**Condemned Parcel**"), the Owner of the Condemned Parcel shall be entitled to the entire award, the entire purchase price paid for, and/or the entire amount of any other compensation payable by the condemning party with respect to the Condemned Parcel; provided, however, that nothing contained herein shall affect any other Person's right to seek severance damages for its Parcel; provided, however, that the award of such severance damages does not reduce or diminish the amount which would otherwise be paid to the Owner of the Condemned Parcel. If the Owner of the Condemned Parcel shall elect to restore or cause to be restored the remaining portion of the Condemned Parcel as provided in Section 8.2(a), the Owner of the Condemned Parcel shall restore or cause to be restored the remaining portion of the Condemned Parcel as near as practicable to the same condition such Condemned Parcel was in immediately prior to such Condemnation to the extent, but only to the extent, of any condemnation proceeds allocated by the court or condemning party, as the case may be, to such restoration and actually received by the Owner of the Condemned Parcel. Notwithstanding the foregoing, this Section 8.2 is not intended to and shall not alter the allocation of any award (i) between the Owner of a Condemned Parcel and any tenant of such Condemned Parcel pursuant to the terms of any lease, or (ii) between the Owner of a Condemned Parcel and any other Person pursuant to an agreement between the Owner and such other Person.

9. **INDEMNIFICATION.**

9.1 **Indemnification by Owner.** Each Owner (in such case, the "**Indemnifying Owner**") hereby indemnifies and shall defend and hold harmless the other Owner and the occupants of the Property from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on

any appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any individual or damage to any property resulting from the willful misconduct or grossly negligent act or omission of the Indemnifying Owner that occurs within the easement areas Access Easement and/or Stormwater, Retention and Utility Easement.

10. SUCCESSION TO DECLARANT.

10.1 **Succession.** Upon the sale or transfer of the last Parcel owned by Declarant LL Lumen Park, LLC, the successor Declarant, as referenced in Section 1.8(a), shall become the owner of Lot 1 and its successors in title thereafter.

10.2 **Voting.** Prior to the divesting and conveyance of the last Parcel owned by LL Lumen Park, LLC, all decisions and the right to amend, modify and/or change the Declaration, Access Easement and/or the Stormwater, Retention and Utility Easement shall be solely within the right and discretion of LL Lumen Park, LLC. Subsequent to the sale or transfer of the last Parcel owned by LL Lumen Park, LLC, this Declaration may be generally amended by a vote of each Owner of Lots 1 – 4, wherein the majority shall control. In the case of a split vote, the Declarant shall have the right to cast the deciding vote. The consent of Owners of Lots 1 and 2 shall be necessary in any amendment affecting the Access Easement and/or the Stormwater, Retention and Utility Easement or use upon Lots 1 – 4.

11. COMMON AREAS/EASEMENTS.

11.1 **Access and Use of Common Areas.** The Access Easement and Stormwater, Retention and Utility Easement shall be for the benefit of the Owners and occupants of Lots 1 – 4 in accordance with the terms of such easements. The Access Easement and the Stormwater, Retention and Utility Easement areas, together with any and all improvements thereon shall be deemed common areas ("**Common Areas**"). Owners shall be responsible for the perpetual care, maintenance and operations of such Common Areas, as herein set forth.

11.2 **Maintenance of Common Areas.** At its expense, each Owner of a Parcel shall perform aesthetic landscaping and weed control on the common storm water retention pond located within the respective Parcel. The Owner of Lot 1 shall perform the functional maintenance of the improvements, structures, conveyance components and systems of the Access Easement and the Stormwater, Retention and Utility Easement. On an annual basis, Lot 1 Owner shall deliver to the Owners of Lots 2 – 4 a budget with anticipated costs necessary for the upkeep and repair of the Common Areas ("**Budget**"). Together with the Budget, an assessment shall be delivered that allocates cost to each Parcel based on the ratio of actual square footage of buildings constructed on such Parcel as the numerator and the overall actual square footage of buildings constructed on Lumen Park Property as the denominator ("**Assessment Allocation**"). Owners shall remit payment to Lot 1 Owner within thirty (30) days of receipt of the Budget and Assessment Allocation. At the end of the year, if the Assessment Allocation owed by an Owner exceeds such Owner's prior

payments, the Owner shall pay the Lot 1 Owner the deficiency within sixty (60) days after receipt of such annual statement. If the payments made by an Owner for the year exceed the Owner's actual Assessment Allocation, such Owner may either offset the excess against future Assessment Allocation expenses later to come due to the Lot 1 Owner or request reimbursement from the Lot 1 Owner, which reimbursement shall be provided without delay.

If the Owners of Lots 2, 3, 4 and/or 5 shall at any time fail to pay the foregoing Assessment Allocation as provided herein, all amounts due shall bear interest at the maximum rate permitted by law commencing upon the date that the pertinent Assessment Allocation is due and continuing until paid, and the Declarant shall have a lien against the Parcel of the Owner failing to pay the Assessment Allocation in the amount of all fees due and owing upon compliance with the procedure set forth in Section 5.3 above.

12. GENERAL PROVISIONS.

12.1 **Restrictions Run With the Land.** Each and every one of the Restrictions on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcel and each part thereof, and shall run with the land.

12.2 **Successors and Assigns.** This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon each Owner, his, her or its heirs, successors, assigns and personal representatives, and upon any Person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Notwithstanding the foregoing, if an Owner sells or transfers all or any portion of its interest in any Parcel, such Owner shall, upon the sale and conveyance of title to such Parcel or such portion thereof, be released and discharged from all of its obligations as Owner in connection with the Parcel or the portion thereof sold by such Owner arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner or Lienholder who acquires its interest by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title or, in the case of such Owner or Lienholder acquiring its interest by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, after the date of the acquisition of such interest.

12.3 **Duration.** Except as otherwise provided herein, the term of this Declaration shall be for a period of fifty (50) years (the "**Primary Period**") from the Effective Date. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for successive periods of five (5) years each (each such period being referred to as an "**Extension Period**") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or the Extension Period then in effect, the Owners duly execute, acknowledge and record in the Official Public Records of Lake County, Florida a written termination notice, in which event, this Declaration shall

automatically expire at the end of the Primary Period or the Extension Period then in effect. At any time, the Owners may terminate this Declaration by duly executing, acknowledging and recording in the Official Public Records of Lake County, Florida a written termination notice, in which event, this Declaration shall terminate as of the date specified in such written termination notice. At any time, the Owners may terminate this Declaration in part by duly executing, acknowledging and recording in the Official Public Records of Lake County, Florida a written termination notice specifying which portion of this Declaration is terminated, in which event, such portion of this Declaration shall terminate as of the date specified in such written termination notice. In no event shall only one Owner have any right to unilaterally terminate this Declaration in whole or in part. No termination of this Declaration by the Owners shall affect the rights of any Lienholder unless the Lienholder consents in writing to the termination.

12.4 Injunctive Relief. In the event of any violation or threatened violation by any Person (including an Owner) of any of the Restrictions (including but not limited to the Building and Architectural Standards), any Owner shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law or in equity.

12.5 Modification. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of Owners as set forth in Section 10 hereof and then only by written instrument duly executed and acknowledged by the Declarant and recorded in the Official Public Records of Lake County, Florida. No modification of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification.

12.6 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

12.7 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration by any Person shall entitle an Owner to terminate this Declaration, but such limitation on termination shall not affect in any manner whatsoever any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration by any Person. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

12.8 Default and Right to Cure.

(a) **Default.** Notwithstanding any provision to the contrary contained herein, an Owner (the "**Notified Owner**") shall be deemed to be in default under this Declaration only upon the expiration of thirty (30) days from receipt of written notice of default from another Owner (the "**Notifying Owner**") specifying the

particulars in which such Notified Owner has failed to perform the obligations of this Declaration unless such Notified Owner, prior to the expiration of said thirty (30) day period, has rectified the particulars specified in said written notice of default. However, the Notified Owner shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period and such Notified Owner is using good faith and such Notified Owner's best efforts to rectify the particulars specified in the written notice of default from the Notifying Owner; provided, however, that in any event, the default set forth in the written notice of default must be cured by such Notified Owner within one hundred eighty (180) days following the date on which such Notified Owner received the written notice of default from the Notifying Owner.

(b) Right to Cure. In the event that an Owner (the "**Defaulting Party**") fails to cure any default under this Declaration following the notice and cure period set forth in Section 12.8(a), then another Owner (the "**Non-Defaulting Party**") shall, after five (5) Business Days' written notice to the Defaulting Party, have the right (but not the obligation) to take, or cause another individual or entity to take, any and all actions necessary to cure the default, and all costs and expenses incurred by the Non-Defaulting Party to cure the default plus interest at the lesser of ten percent (10%) per annum or the maximum rate permitted by law shall immediately become, and shall be, due and payable by the Defaulting Party to the Non-Defaulting Party upon written demand by the Non-Defaulting Party. To the extent the Non-Defaulting Party's cure of any default by the Defaulting Party requires access to any real property owned by the Defaulting Party, the Parties hereby agree that the Non-Defaulting Party and its representatives, agents and contractors shall have a license to access the Defaulting Party's real property for the purpose of curing such default, and such access by the Non-Defaulting Party and its representatives, agents and contractors shall not in any event be, or be deemed or alleged by the Defaulting Party to constitute, any trespass, unlawful entry or any other similar tort or action. In curing any default by a the Defaulting Party, the Non-Defaulting Party and its representatives, agents and contractors shall have no liability to the Defaulting Party except for any liability arising out of the gross negligence or willful misconduct of the Non-Defaulting Party and its representatives, agents and contractors.

12.9 Notices.

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Owner at the address set forth below.

Declarant: LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900

Dallas, TX 75201
Phone 214-389-0800
jdinan@phcllc.com

With copies to: Darren Azdell
1345 Virginia Lee Circle
Brooksville, FL 34602
Telephone: 813-400-2399
Darren.Azdell@OIArchitecture.com

Baker Hostetler
Attn: Albert Bustamante, Esq.
200 S. Orange Ave., Suite 2300
Orlando, FL 32801
Phone: 407-540-7900
Email: abustamante@bakerlaw.com

Lot 1 Owner: LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900
Dallas, TX 75201
Phone 214-389-0800
jdinan@phcllc.com

Lot 2 Owner: LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900
Dallas, TX 75201
Phone 214-389-0800
jdinan@phcllc.com

Lot 3 Owner: LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900
Dallas, TX 75201
Phone 214-389-0800
jdinan@phcllc.com

Lot 4 Owner: LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900
Dallas, TX 75201

Phone 214-389-0800
jdinan@phcllc.com

Lot 5 Owner: LL Lumen Park, LLC
c/o Preston Hollow Capital, LLC
1717 Main St.
Suite 3900
Dallas, TX 75201
Phone 214-389-0800
jdinan@phcllc.com

All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term "**receipt**" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 12.9(a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the Person specified pursuant to Section 12.9(a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

12.10 Waiver. The failure of an Owner to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that such Owner may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by such Owner.

12.11 Attorney's Fees. In the event an Owner initiates or defends any legal action or proceeding in any way connected with this Declaration and such Owner is the prevailing party in such legal action or proceeding, then such Owner (in addition to any other relief which may be granted, whether legal or equitable) shall be entitled to recover from the losing party (whether the other Owner or any other Person) in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment. In the event an Owner initiates or defends any legal action or proceeding in any way connected with this Declaration and such Owner is not the prevailing party in such legal action or proceeding, then nothing contained in this Section 12.11 shall entitle or be construed to entitle the prevailing party to recover from such Owner any costs or attorney's fees whatsoever (including, without limitation, its reasonable costs and attorney's fees on any appeal).

12.12 Severability. If any term or provision of this Declaration or the application

of such term or provision to an Owner or to any other Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to an Owner or to any other Person or circumstance, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the fullest extent permitted by law.

12.13 No Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any Person not a party hereto.

12.14 Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

12.15 Entire Agreement. This Declaration contains the entire agreement between the Owners hereto with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any Owner.

12.16 Business Day. As used in this Declaration, "**Business Day**" shall mean any day other than a Saturday or Sunday, or other day on which national banks in Lady Lake, Florida are permitted or are required to close.

12.17 Extension of Time for Performance. If the day on which any notice is required to be given by an Owner or on which any action is to be taken by an Owner is not a Business Day, then such Owner may give the notice or take the action on the next day that is a Business Day, and if such Owner gives the notice or takes the action on the next day that is a Business Day, such Owner shall be deemed to have complied with its obligations under this Declaration with respect to the giving of such notice or the taking of such action, and such Owner shall not be deemed to have failed to give notice or to be in default hereunder.

12.18 Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

12.19 Recordation; Governing Law. This Declaration shall be recorded in the Official Public Records of Lake County, Florida. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida and shall be performable in Lake County, Florida.

12.20 Binding. The provisions of this Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.21 **Exhibits.** The following exhibits are attached to and form a part of this Declaration:

- Exhibit A - Lumen Park Property
- Exhibit B - Lumen Park Property Development Plan
- Exhibit C - Building and Architectural Standards
- Exhibit D - Access Easement
- Exhibit E - Signage Easement
- Exhibit F - Lumen Park Access Road
- Exhibit G - Lot 5 Maintenance Standards
- Exhibit H - Stormwater, Retention and Utility Easement

Schedule 1 - Renderings of Parcel Improvements

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of the Effective Date.

DECLARANT:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: [Handwritten Signature]
Print Name: Kandice Stephens

By: [Handwritten Signature]
Name: James R. Thompson
Its: Managing Member

Signature: [Handwritten Signature]
Print Name: [Handwritten Name]

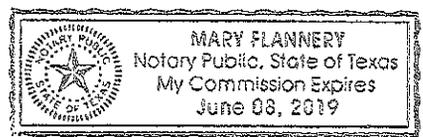
Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R. Thompson as CEO of Preston Hollow Capital, LLC, a Delaware LLC, on behalf of such Declarant LL Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

[Handwritten Signature]
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/8/19



[ADDITIONAL SIGNATURES TO APPEAR ON FOLLOWING PAGE]

EXECUTED to be effective as of the Effective Date.

LOT 1 OWNER:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: [Handwritten Signature]
Print Name: Kandice Stephens

By: [Handwritten Signature]
Name: James R. Thompson
Its: Managing member

Signature: [Handwritten Signature]
Print Name: John D. [unclear]

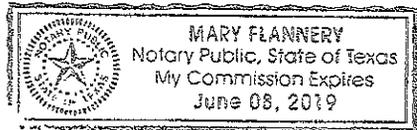
Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R. Thompson, as CEO of Preston Hollow Capital LLC a Delaware LLC, on behalf of such Delaware LLC Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

[Handwritten Signature]
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/10/19



EXECUTED to be effective as of the Effective Date.

LOT 2 OWNER:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: [Handwritten Signature]
Print Name: Kandice Stephens

By: [Handwritten Signature]
Name: James R. Thompson
Its: Managing member

Signature: [Handwritten Signature]
Print Name: John Dixon

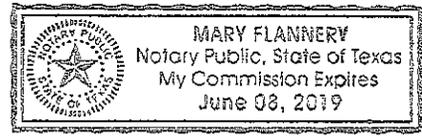
Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R Thompson as CEO of Preston Hollow Capital, LLC a Delaware LLC, on behalf of such Declarant LL Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

Mary Flannery
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/8/19



EXECUTED to be effective as of the Effective Date.

LOT 3 OWNER:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: [Handwritten Signature]
Print Name: Kandice Stephens

By: [Handwritten Signature]
Name: James R. Thompson
Its: Managing Member

Signature: [Handwritten Signature]
Print Name: John Dizon

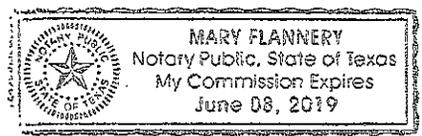
Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R Thompson as CEO of Preston Hollow Capital LLC a Delaware LLC, on behalf of such Declarant LL Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

Mary Flannery
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/8/19



EXECUTED to be effective as of the Effective Date.

LOT 4 OWNER:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: [Handwritten Signature]
Print Name: Kandice Stephens

By: [Handwritten Signature]
Name: James R. Thompson
Its: Managing Member

Signature: [Handwritten Signature]
Print Name: [Handwritten Name]

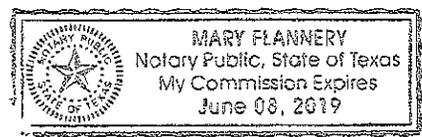
Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R. Thompson, as CEO of Preston Hollow Capital, LLC, a Delaware LLC, on behalf of such Delaware LLC Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

[Handwritten Signature]
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/8/19



EXECUTED to be effective as of the Effective Date.

LOT 5 OWNER:

LL Lumen Park, LLC
a Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Signature: [Handwritten Signature]
Print Name: Kandice Stephens

By: [Handwritten Signature]
Name: James R. Thompson
Its: Managing Member

Signature: [Handwritten Signature]
Print Name: John Dixon

Date of Execution: 10/30, 2015

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of October, 2015, by James R. Thompson, as CEO of Preston Hollow Capital, LLC, a Delaware LLC, on behalf of such Declarant LL Lumen Park LLC who is personally known to me or has produced _____ as identification.

(Notary Stamp)

[Handwritten Signature]
Signature of Notary Public
Print Name: Mary Flannery
Notary Public, State of Texas
Commission Expires: 6/8/19

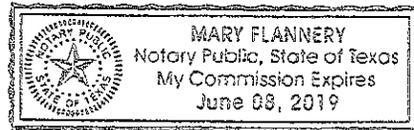


Exhibit A Lumen Park Property

Legal description of Lumen Park Property and sketch depicting:

Lumen Park Property

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5, including 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R and 5S

Permitted Fence Area

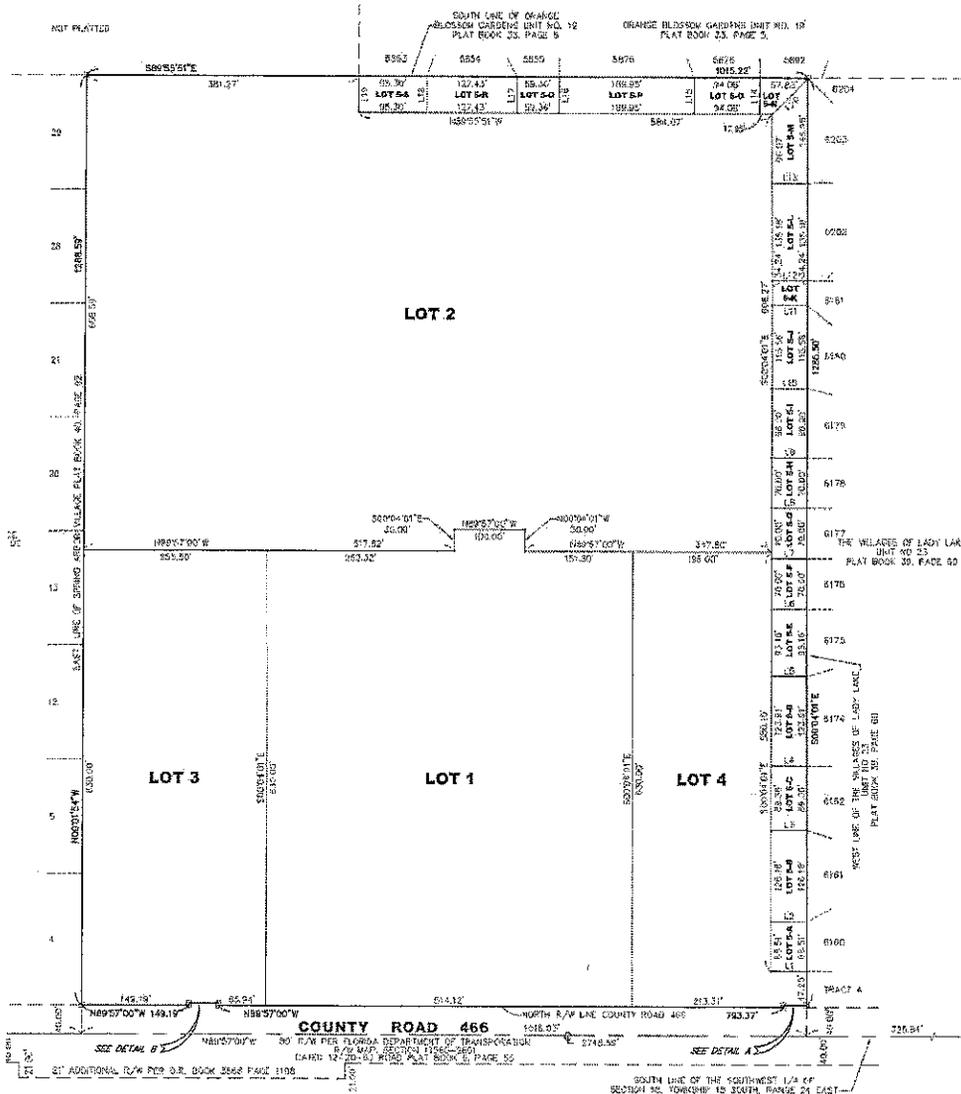
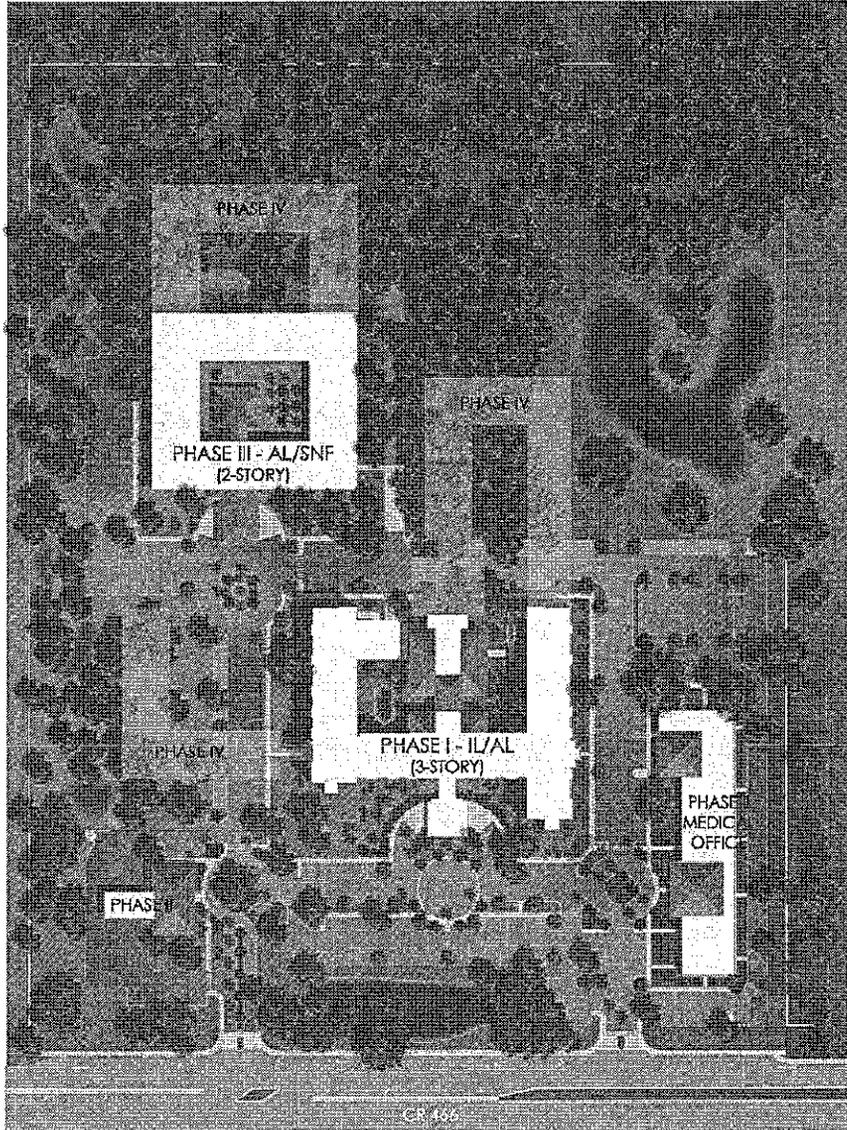


Exhibit B
Lumen Park Property Development Plan



molzidein

LUMEN PARK - LADY LAKE | LANDSCAPE PLAN |
TOWN OF LADY LAKE, FLORIDA 04.13.15

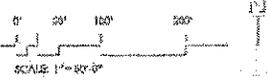


Exhibit C
Building and Architectural Standards

Guidelines. Unless otherwise agreed in writing by the Owners, all buildings or improvements constructed or placed on the Lumen Park Property shall, in addition to complying with all applicable governmental requirements and standards, comply with the following standards:

(1) **Landscaping.** Plant and paving materials must be appropriate in type and amount to local climatic conditions utilizing drought tolerant native and or “Florida Friendly” landscaping or xeriscaping and to the design of the buildings or improvements to which the landscaping and/or paving materials relate. Landscaping must be installed within forty five (45) days after occupancy or substantial completion of the improvements, whichever occurs first, subject to reasonable extensions of time for weather conditions or other circumstances beyond the reasonable control of the Owner.

(2) **Parking.** No on-street parking will be permitted on any street or drive, and no parking shall be allowed in any area other than a paved area that is designated as a parking area; provided, however, that if in connection with any special, non-recurring event to be held on a Parcel, temporary parking is required, vehicles may, during such event (and only during such event), be parked in an area that is not designated as a parking area. Each Owner is responsible for the enforcement of compliance with this provision by its employees, agents, and visitors.

(3) **Service and Storage Areas.** Garbage and refuse containers must be concealed and contained within the improvements or concealed by means of a screen wall or other structure of material similar to or compatible with that of the improvements. Such containers will be designed so as not to attract attention and will be located in the most inconspicuous manner possible. Except during the construction of improvements on a Parcel, no materials, supplies, or equipment may be stored in any area on such Parcel except inside a closed building, or behind a visual barrier screening the area so that such materials, supplies, or equipment are not visible from the adjacent Parcel or from a public street.

(4) **Exterior Materials, Colors.** Finished building materials must be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. In this regard, hard-surface materials such as brick, stone, masonry, marble, granite, limestone, finished concrete, glass and metal curtain walls are encouraged.

(5) **Mechanical Equipment.** All mechanical equipment, utility meters, and storage tanks on a Parcel must be located in such a manner as not to be visible from the adjacent Parcel or from a public street. If concealment within the improvements is not possible, then such utility elements must be concealed by screening or by shrubbery or other landscaping. If practicable, all antennae, satellite

dishes, and other communications devices, if any, on the tops of roofs or other portions of any improvements located on a Parcel shall be screened or otherwise located so that such antennae, satellite dishes, and other communications devices are not visible from the adjacent Parcel or from a public street.

(6) Underground Utility Lines. Utility lines on each Parcel must be placed underground.

(7) Applicable Governmental Requirements. If any of the standards set forth in this Exhibit C conflict with applicable governmental requirements or standards, or if such applicable governmental requirements or standards are stricter than the standards set forth in this Exhibit C, such governmental requirements or standards shall control.

(8) Exterior Lighting. All exterior lighting shall be full cut-off fixtures casting light downward. Exception: Ornamental pole lighting consistent with existing lighting and approved by the Declarant's architect.

A representative color rendering or elevation of all proposed structures, scaled site plan and landscape plan, trash collection locations is required for approval by the Declarant's architect prior to any submission to building officials.

Exhibit D Access Easement

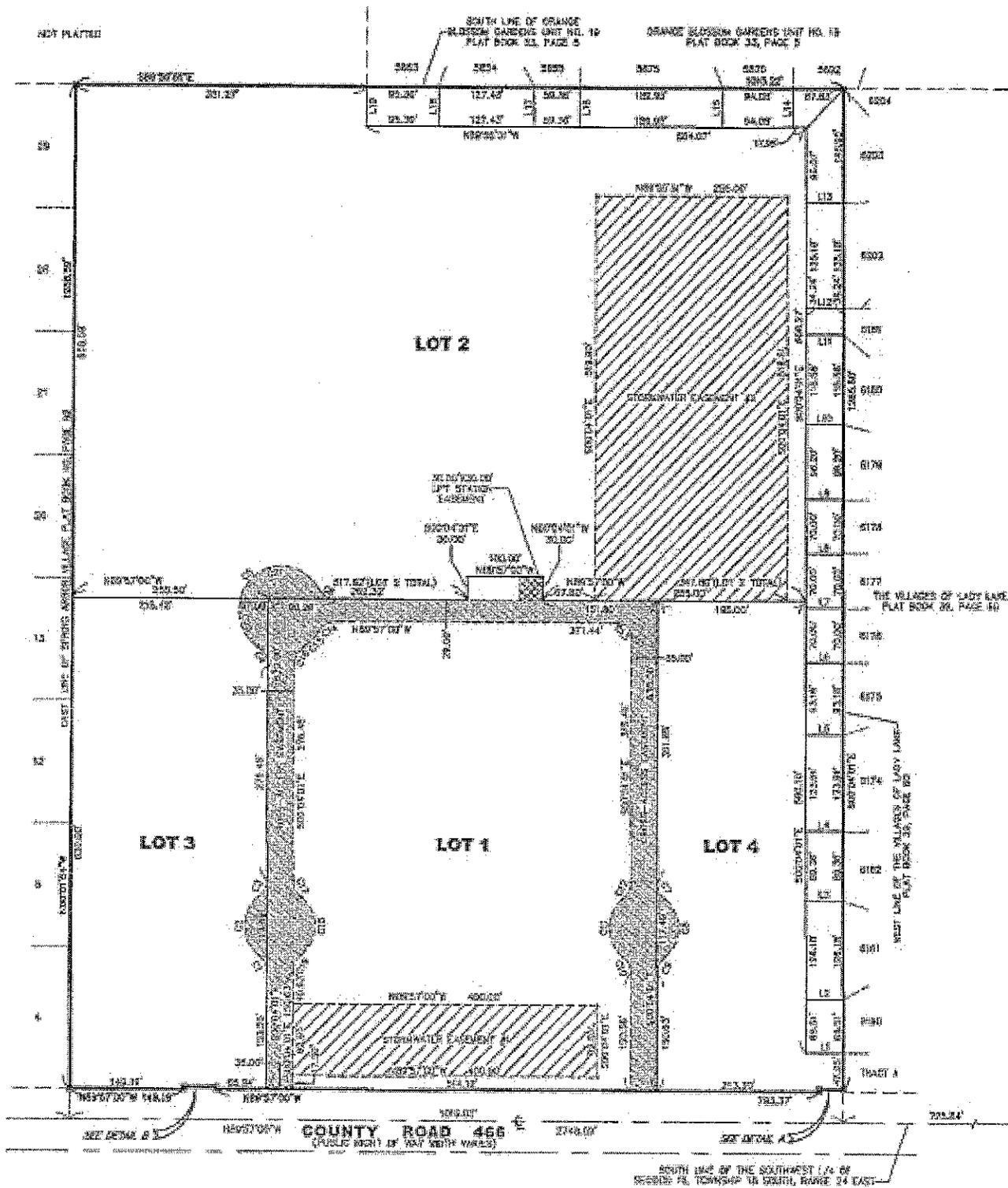


Exhibit E
Signage Easement

(To be Provided after DOT Permit Approval)

Exhibit G
Lot 5 Maintenance Standards
(In accordance with Town of Lady Lake Ordinance #2011-28)

(1) Lots within Lot 5, including 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R and 5S, are designated conservation lots ("**Conservation Lot**") and are to be used as buffer zones between commercially developed lots and adjacent residential lots. No building construction or use of the Buffer Zone for any reason other than lawn, landscape, utilities drainage and/or retention of stormwater or PVC fence maintenance shall be permitted other than those permitted uses listed below.

(2) Notwithstanding any local town or county ordinances, non-permanent structures, including without limitation, gazebos, children's swing sets, and the like, or landscaping features or installed necessary utilities on any Conservation Lot are permitted. Additionally, as to those Adjacent Lot Owners who accept their Conservation Lot, the Conservation Lot shall become an appurtenance to the property and thereafter the Conservation Lot shall not be conveyed separately from the respective Adjacent Lot Owner's property. Any such later conveyance in violation of this restriction is void ab initio. Finally, Conservation Lots shall be deemed a conservation area for zoning and real property tax purposes from the date of the recording of the Deed for each such conveyance.

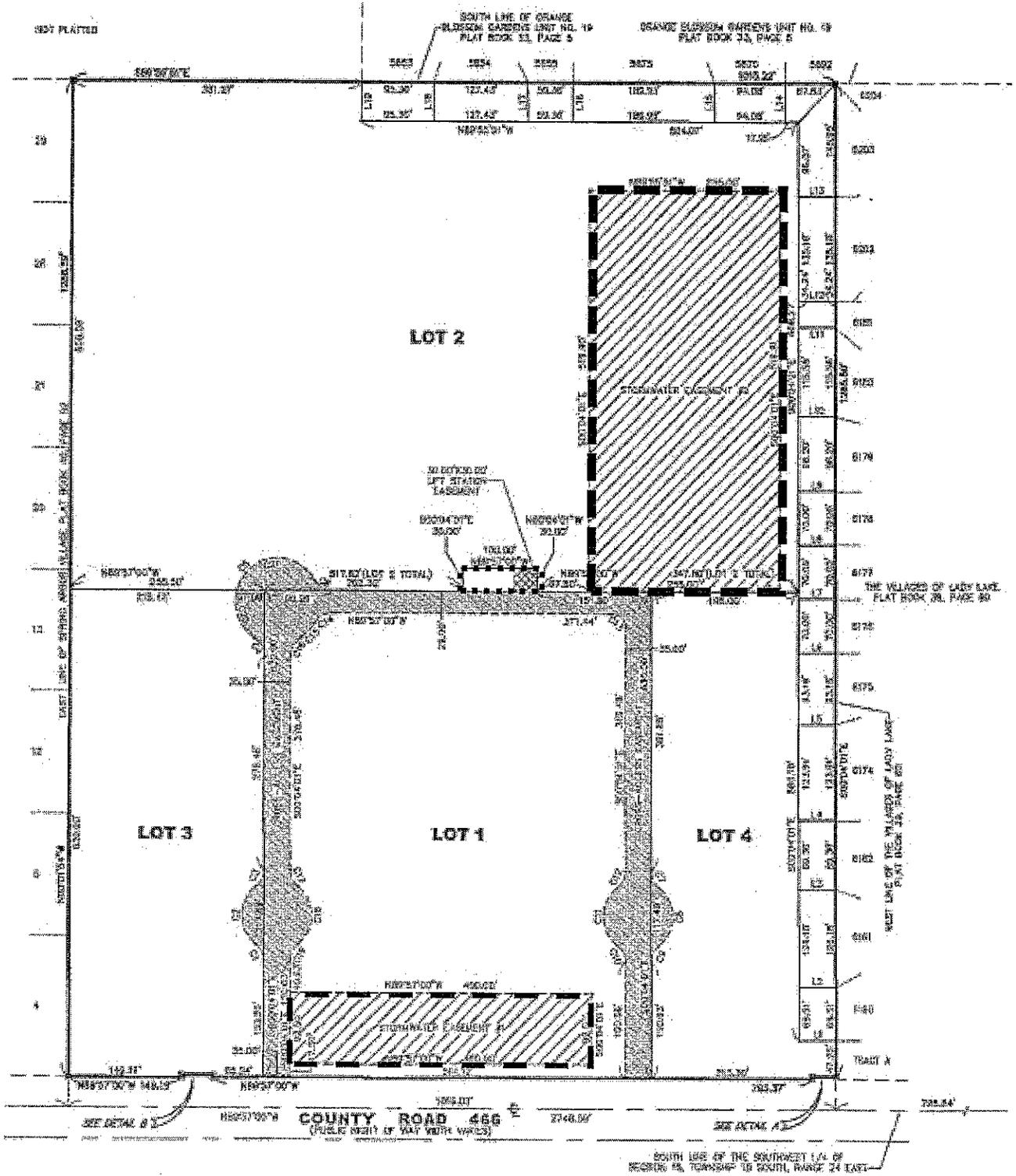
(3) Developer installed PVC fencing shall not be painted, moved, modified or otherwise altered without the written permission of the Declarant.

(4) No native tree with a height of twenty feet (20') or greater shall be removed from any Conservation Lot unless declared hazardous by a certified arborist.

(5) All Conservation Lots shall be maintained consistent with this Declaration.

Exhibit H

Stormwater, Retention and Utility Easement



Schedule 1
Renderings of Parcel Improvements



conceptual rendered south elevation - Option B (Spanish Mission)

IL/ALF - TOWN OF LADY LAKE - FLORIDA
04.21.15

outsideln
architecture, llc
llc
04.21.15



CONCEPT RENDERING
PROPOSED:
4.5 COLOR EXTERIOR (OR SIMILAR)

LUMEN PARK - LADY LAKE
TOWN OF LADY LAKE, FL

04.13.15

outsideln
architecture, llc
llc
04.13.15

Outsideln Architecture, LLC
info@oi-arch.com (813) 400-2399

LUMEN PARK

BEING A PORTION OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST,
TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA

SHEET 1 OF 2

RESERVED FOR CLERK OF CIRCUIT COURT

PLAT BOOK _____

PAGE _____

LEGAL DESCRIPTION:

THAT PART OF GOVERNMENT LOT 6 IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N89°57'00"W ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 18, A DISTANCE OF 725.84 FEET; THENCE RUN N00°04'01"W, A DISTANCE OF 42.75 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD No. 466 FOR A POINT OF BEGINNING; THENCE THE NEXT 7 COURSES RUN ALONG SAID NORTH RIGHT OF WAY LINE: RUN N89°57'00"W, A DISTANCE OF 32.69 FEET; THENCE RUN S00°03'00"W, A DISTANCE OF 2.75 FEET; THENCE RUN N89°57'00"W, A DISTANCE OF 793.37 FEET; THENCE RUN N00°03'00"E, A DISTANCE OF 2.75 FEET; THENCE RUN N89°57'00"W, A DISTANCE OF 40.76 FEET; THENCE RUN S00°03'00"W, A DISTANCE OF 2.75 FEET; THENCE RUN N89°57'00"W, A DISTANCE OF 149.19 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD No. 466, RUN N00°01'54"W ALONG THE EAST LINE OF THE PLAT OF SPRING ARBOR VILLAGE, AS RECORDED IN PLAT BOOK 40, PAGE 92, A DISTANCE OF 1288.59 FEET; THENCE RUN S89°55'51"E ALONG THE SOUTH LINE AND ITS WESTERLY EXTENSION OF THE PLAT OF ORANGE BLOSSOM GARDENS UNIT No. 19, AS RECORDED IN PLAT BOOK 33, PAGE 5, A DISTANCE OF 1015.22 FEET; THENCE RUN S00°04'01"E ALONG THE WEST LINE OF THE PLAT OF THE VILLAGES OF LADY LAKE UNIT NO. 23, AS RECORDED IN PLAT BOOK 39, PAGE 60, A DISTANCE OF 1285.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,308,332 SQUARE FEET OR 30.035 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS BASED ON THE EAST LINE OF THE PLAT OF SPRING ARBOR VILLAGE, PLAT BOOK 40, PAGE 92, AS BEING N00°01'54"W.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
3. LIFT STATION EASEMENT IS TO BE OWNED AND MAINTAINED BY THE OWNER OF LOT 1.
4. STORM WATER EASEMENT #1 IS TO BE OWNED AND MAINTAINED BY THE OWNER OF LOT 1.
5. STORM WATER EASEMENT #2 IS TO BE OWNED AND MAINTAINED BY THE OWNER OF LOT 2.
6. CROSS-ACCESS EASEMENT IS TO BE OWNED AND MAINTAINED BY THE OWNER OF LOT 1.

LEGEND

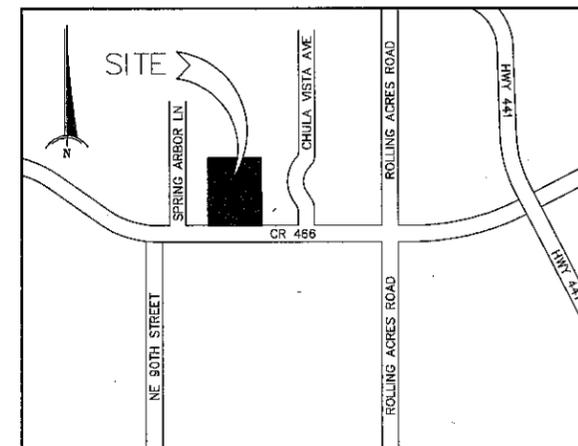
- - SET 4"x4" CONCRETE MONUMENT STAMPED "SHANNON PRM 4671", UNLESS OTHERWISE NOTED
- CM - CONCRETE MONUMENT
- ⊕ - INDICATES CENTERLINE
- ⊙ - INDICATES GPS CORNER
- LB - LICENSED BUSINESS CERTIFICATION
- ORE - OFFICIAL RECORDS BOOK
- PRM - PERMANENT REFERENCE MONUMENT
- R/W - RIGHT-OF-WAY
- PG - PLAT BOOK
- PC - PAGE
- # - NUMBER
- CCR - CERTIFIED CORNER RECORD

THIS INSTRUMENT WAS PREPARED BY:
SHANNON SURVEYING, INC.
489 NORTH SR. 434 - SUITE 2155
ALAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898
PREPARED: OCTOBER 27, 2015

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

LOCATION MAP

NOT TO SCALE



CERTIFICATE OF APPROVAL BY THE TOWN COMMISSION

THIS IS TO CERTIFY that on _____ the foregoing plat was approved by the Town commission of Lady Lake, Florida.

ATTEST: _____
MAYOR TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

TOWN ATTORNEY

CERTIFICATE OF CLERK

I, CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I have examined the foregoing plat LUMEN PARK and that it complies with all the requirements of LAWS FLA Chapter 177. THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, 2015 AND RECORDED PAGE OF PLAT BOOK _____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA.

BY: _____
CLERK OF THE CIRCUIT COURT, LAKE COUNTY, FLORIDA

REVIEWER STATEMENT

"Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part 1, Florida Statutes, and find that said plat complies with the technical requirements of that chapter; provided however, that my review does not include field verification of any coordinates, points or measurements shown on this plat."

Signature _____ Date _____ Registration No. _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that this plat was prepared under my direction and supervision and that the plat complies with all of the survey requirements and on 03-19-2015 the survey of the lands were completed as shown in the foregoing plat; that said plat is a correct presentation of the lands therein described and plotted or subdivided; that permanent reference monuments have been placed and each P.C.P. has been set as shown thereon as required by Chapter 177, Florida Statutes and that said land is located in Town of Lady Lake, Lake County, Florida.

DATE _____

JAMES R. SHANNON JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION No. 4671

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING BOARD

Examined and Approved _____

Date _____

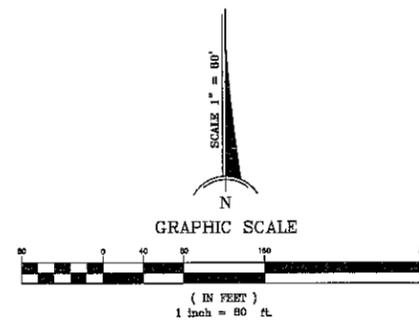
LUMEN PARK

BEING A PORTION OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST,
TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA

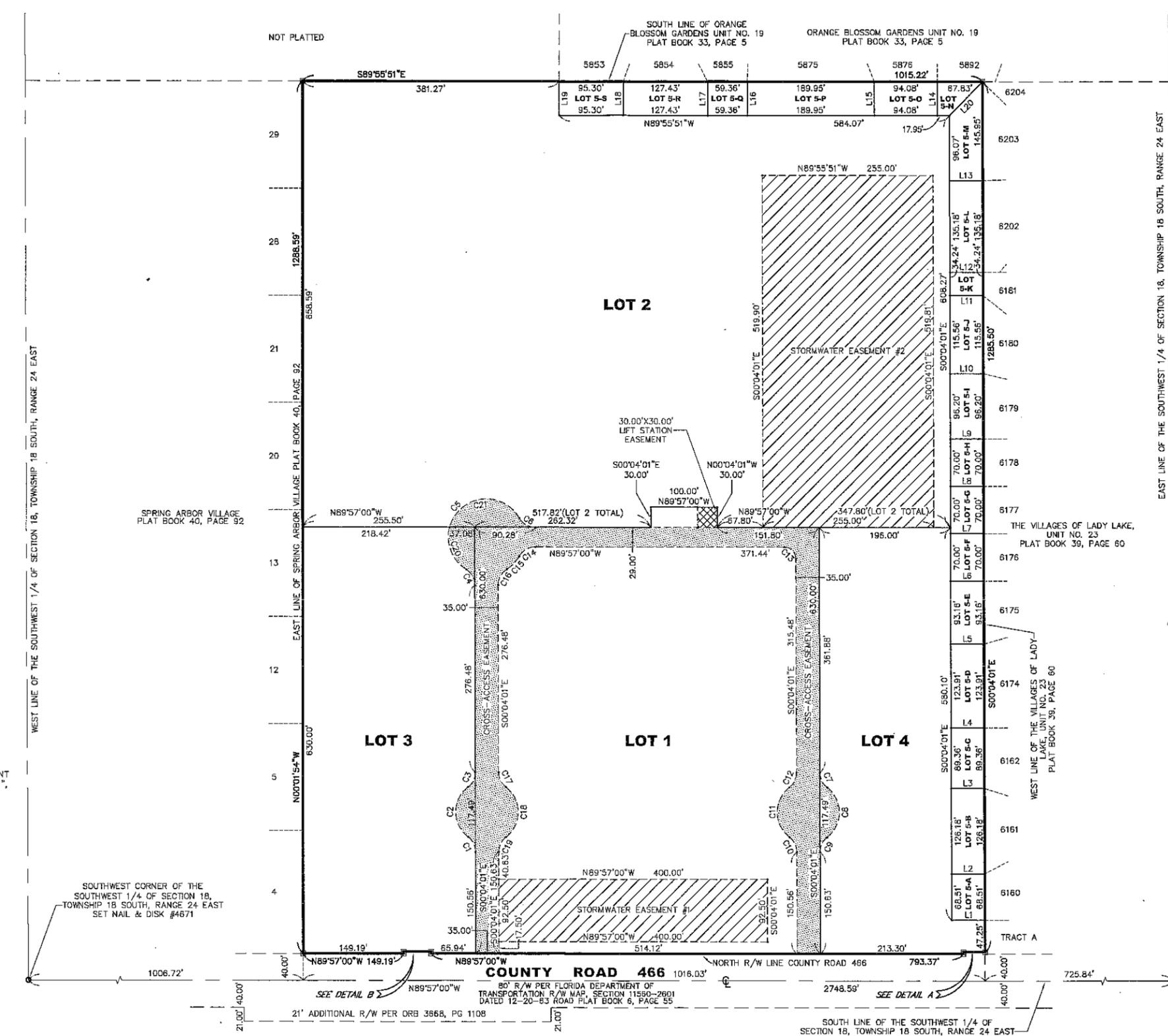
SHEET 2 OF 2

RESERVED FOR CLERK OF CIRCUIT COURT
PLAT BOOK _____
PAGE _____

LINE	BEARING	LENGTH
L1	S89°55'59"W	50.00'
L2	S89°55'59"W	50.00'
L3	S89°55'59"W	50.00'
L4	S89°55'59"W	50.00'
L5	S89°55'59"W	50.00'
L6	S89°55'59"W	50.00'
L7	S89°55'59"W	50.00'
L8	S89°55'59"W	50.00'
L9	S89°55'59"W	50.00'
L10	S89°55'59"W	50.00'
L11	S89°55'59"W	50.00'
L12	S89°55'59"W	50.00'
L13	S89°55'59"W	50.00'
L14	S00°04'09"W	50.00'
L15	S00°04'09"W	50.00'
L16	S00°04'09"W	50.00'
L17	S00°04'09"W	50.00'
L18	S00°04'09"W	50.00'
L19	S00°04'09"W	50.00'
L20	N45°00'04"E	70.63'

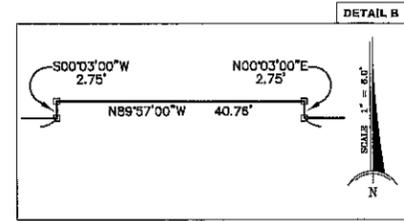
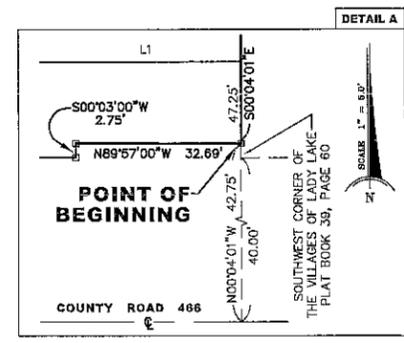


CURVE	RADIUS	DELTA	LENGTH	CH. BEARING	CHORD
C1	27.50'	52°32'50"	25.22'	N26°20'26"W	24.35'
C2	46.50'	105°05'40"	85.29'	S00°04'01"E	73.83'
C3	27.50'	52°32'50"	25.22'	N26°12'24"E	24.35'
C4	27.50'	57°38'27"	27.65'	N28°52'15"W	26.50'
C5	56.50'	207°43'28"	204.84'	S46°11'16"W	109.71'
C6	27.50'	60°00'00"	28.80'	S59°57'00"E	27.50'
C7	27.50'	52°32'50"	25.22'	S26°20'26"E	24.35'
C8	46.50'	105°05'40"	85.29'	N00°04'01"W	73.83'
C9	27.50'	52°32'50"	25.22'	S26°12'24"W	24.35'
C10	27.50'	52°32'50"	25.22'	N26°20'26"W	24.35'
C11	46.50'	105°05'40"	85.29'	S00°04'01"E	73.83'
C12	27.50'	52°32'50"	25.22'	N26°12'24"E	24.35'
C13	17.50'	88°52'59"	27.45'	N45°00'31"W	24.72'
C14	27.50'	60°00'00"	28.80'	S60°03'00"W	27.50'
C15	56.50'	27°29'27"	27.11'	N43°47'43"E	28.85'
C16	27.50'	57°38'27"	27.65'	S28°44'13"W	26.50'
C17	27.50'	52°32'50"	25.22'	S26°20'26"E	24.35'
C18	46.50'	105°05'40"	85.29'	N00°04'01"W	73.83'
C19	27.50'	52°32'50"	25.22'	S26°12'24"W	24.35'
C20	56.50'	72°35'42"	71.59'	S21°22'37"E	66.89'
C21	56.50'	135°07'46"	133.25'	S82°29'07"W	104.45'



- LEGEND**
- - SET 4"x4" CONCRETE MONUMENT STAMPED "SHANNON PRM 4671", UNLESS OTHERWISE NOTED CONCRETE MONUMENT
 - CM - INDICATES CENTERLINE
 - ⊙ - INDICATES GPS CORNER
 - LB - LICENSED BUSINESS CERTIFICATION
 - ORB - OFFICIAL RECORDS BOOK
 - PRM - PERMANENT REFERENCE MONUMENT
 - R/W - RIGHT-OF-WAY
 - PB - PLAT BOOK
 - PG - PAGE
 - # - NUMBER
 - CCR - CERTIFIED CORNER RECORD

THIS INSTRUMENT WAS PREPARED BY:
SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2105
ALAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6868
PREPARED: OCTOBER 27, 2015



EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST

WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST

SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST SET NAIL & DISK #4671

SEE DETAIL B

SEE DETAIL A

80' R/W PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP, SECTION 11590-2601 DATED 12-20-83 ROAD PLAT BOOK 6, PAGE 55

SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST

SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 24 EAST CCR #72384, RECOVERED NAIL & DISK "LB 6997"