

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, OCTOBER 17, 2016 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCIL MEMBER	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
INTERIM CITY MANAGER	GWEN WALKER	gwen.walker@groveland-fl.gov
CITY CLERK	TERESA MAXWELL	teresa.maxwell@groveland-fl.gov
SERGEANT-AT-ARMS	CAPT. TODD ENGLISH	todd.english@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Guest Speaker, Presentations and Proclamations

- a. Gina Hall, HR Consulting, LLC - Employee Survey Report

Reports

- a. Council Member Reports
- b. City Manager Report
- c. City Attorney Report
- d. Citizen Advisory Committee Member Reports

Consent Agenda

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the public wishes to discuss any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion. The remaining items on the Consent Agenda will be voted on with one motion being made for all items on the Consent Agenda. Then the item removed from the Consent Agenda will be separately considered and voted on.

- Approval of City Council Workshop Minutes of October 3, 2016
- Approval of City Council Meeting Minutes of October 3, 2016

Old Business

New Business

1. Appointments to Recreation Advisory Committee
2. Lease Agreement between City and Representative Metz
3. Second Addendum to Alpha Inspections, Inc. Agreement
4. Discussion re: Welcome Center Purchase
5. Discussion re: City Manager Search
6. Resolution 2016-10-28: Autism Inclusion
7. Resolution 2016-10-29: Final Plat – Eagle Pointe Phase 4
8. Ordinance 2016-10-22: Rezoning to PUD – West Villas
9. Ordinance 2016-10-23: Rezoning to PUD – Villa City

Public Comment*

Announcements

Adjournment

**Groveland Code of Ordinances Sec. 2-58 (f).* Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition, do not give out your Social Security Number, phone number, email address of any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 17, 2016

ITEM NUMBER: a. – Guest Speakers, Presentations & Proclamations

AGENDA ITEM: Gina Hall, HR Consulting, LLC - Employee Survey Report

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker, Interim City Manager

DATE: October 10, 2016

BACKGROUND:

At its regularly scheduled City Council meeting of August 15, 2016, the Council entered into an agreement with Gina Hall – HR Consulting, LLC to help close out several employee complaints at the Police Department. In addition, she was asked to perform an “organizational temperature check” to provide an overview on culture and morale of the Police Department as a whole. In speaking with Ms. Hall directly, she informed me and Christie Higdon, Human Resources Manager, that having first performed the “organizational temperature check”, she was no longer comfortable in being involved in investigating any outstanding complaints as she had implied confidentiality during the survey process. Her report on the culture and morale of the police department as a whole is provided for your information.

STAFF RECOMMENDATION: Information Item

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

Employee Survey Report – October, 2016

The Groveland Police Department recently participated in an employee survey. The purpose of the project was three fold:

1. To identify the culture of the department and any areas of concern needing further exploration.
2. Determine what is working well and what should continue.
3. Identify problems that negatively impact employee motivation, compromise employee satisfaction or diminish performance.

The survey was conducted via one-on-one interviews during the month of September, 2016 with one conversation in early October. All active employees of the police department were surveyed except for those hired within the last couple of weeks prior to the start of project. Since the start of the project, a Commander, Sergeant and the Chief have separated from the department.

The results will be presented in four areas:

1. Defining the culture
2. Determining problems and concerns
3. Identify what is working and what should remain
4. Recommendations.

CULTURE

Overwhelmingly the culture was described as very negative. Words such as dysfunctional, disorganized, chaotic, backstabbing, unprofessional, corrupt, malicious, toxic, stressful, and vindictive were used to describe the departmental culture.

Additionally the following comments were made:

1. Favoritism
 - Lots of comments on favoritism in how the department is run; if you are favored, you are held to one standard and are treated one way; if you are not favored, there is a different standard and way of being treated.
 - In the favored group, mistakes are overlooked; on the job attendance is not required as it is for others; discipline is either minimized or not implemented for those in the favored group.
 - In the non-favored group, absences are scrutinized, discipline is at times harsh and swift and expectations are held high.
2. Lack of fairness
 - Per the above comments, policies and procedures are not managed to a consistent and fair standard.
3. Fear
 - Some employees fear retaliation for voicing any concerns that they have about inconsistent management of work policies or procedures or any perception of lack of fairness.
4. Lack of Transparency
 - Many said that management was not transparent and that there were ample reasons to question objectivity or fairness. When asked to elaborate, the focus seemed to be on certain employees being treated differently, not held to the same standards as others, or

some employees coming and going as they wish, some employees getting promoted or favored status based on who they know or who they associated with on or off the job.

5. Lack of Consistency

- Per comments above.

6. Lack of Trust

- Many stated that they could not trust anyone, that they are careful about what they say

Even though the overwhelming majority of comments were negative, there were some positive comments made:

1. Loyal, close-knit and fair, even though some don't like the outcomes. Some felt like the department was family.

PROBLEMS AND CONCERNS

1. Lack of trust
 - The overall sense expressed was that employees have a complete lack of trust in the administration of the department. There is no transparency in how the department operates and that there are decisions made in secret and inconsistent actions that give employees reason to believe that objectivity and fairness are questionable.
2. Too much involvement by the City Manager or City Council
 - A number of negative comments were made concerning the over-involvement of the Council or City Manager in the day-to-day operation of the department.
 - Several comments stated that in November, 2015 the Chief was told by the City Manager that he (Chief) could not investigate anyone or anything in the department and that this was when things started to fall apart.
 - Opinions were voiced about the City Council not letting the Chief do his job.
 - Some comments stated that the City Council became involved in department business even telling employees to come directly to them when council should have directed employees to Human Resources, the Chief or other P.D. personnel.
 - There were even comments made that the City Council wanted to eliminate the Police Department due to salaries and benefits and let the Lake County Sheriff Department handle the City's policing business.
3. Gossiping
 - There were a number of comments made about rampant gossiping and rumors. Although some employees indicated that they just tried to avoid the gossip, backstabbing and rumors, it seems that some employees thrive in this environment and that the rumors and gossiping provide those employees reasons not to work but to hang out at the "water cooler" and just chit-chat and promote the gossip topic of the day.
4. Promotions and postings
 - There is a sense that some promotions are based on who you know and if you are in the clique, not on effort or following protocols like passing tests, time in position, etc.
 - There were comments made that some recent positions were filled without posting the vacancies. Employees expressed the desire to have been given an opportunity to apply for these positions. Employees expressed that it was unfair not to post all open positions.
5. Lack of Acknowledgement
 - Some employees indicated a total lack of common courtesy in day-to-day interactions between employees starting with the lack of even a greeting or acknowledgement at the beginning of a shift.
6. Turnover
 - It was acknowledged that the police department has experienced a lot of turnover in the past year. The outcome is that the department is operating with a very small staff and for some positions like Dispatch, the lack of proper staffing levels results in long shifts and multiple days to cover. It was stated by Dispatchers that at times it is difficult to take a bathroom break for lack of coverage.

7. Conflict

- Lots of unresolved conflicts in the department. Some employees think that a sergeant who recently resigned was the best leader the department had; others felt this person was divisive, got away with things others could not because of his positive relationship with the Administration and liked to “stir the pot” as reflected in his Facebook post of a picture of two officers described as “fags”.
- Other conflicts concerned the Chief. Some felt that he was trying to upgrade equipment, bring order to the department and upgrade training. Others expressed that the Chief played favorites to the detriment of some, was not available many times and lacked the ability to manage the department in a consistent, fair manner.
- Someone expressed that the conflict was caused by egos, those in power, by people who don't have power and by those employees who want the power.

8. Lack of visibility of the Chief

- Many employees indicated that they never saw the Chief. They had no idea what he did and didn't understand why he was not more visible.

9. The Media

- Many comments about the media and how the department has been negatively portrayed in the local news both TV and print. This has made employees feel awkward in the community with comments by citizens such as “what is going on in the department”?

POSITIVE NEWS AND WHAT IS WORKING WELL

- Many indicated that they are passionate about police work and like feeling that they are making a positive difference in the community.
- Additionally many expressed a desire to continue to learn through training and experience to add to their policing skillset.
- Pay policies – many positive comments about the pay and benefits afforded to the employees.
- Several of the road patrol officers expressed positive satisfaction with fellow officers and their sergeant, hence most of the complaints were about the administration.
- Performance reviews – although inconsistent answers in terms of whether employees received an annual review, those that did expressed the fact that they think the process is valuable in terms of evaluating work and for discussing and planning professional development and training opportunities.
- Some employees indicated that they have been afforded the opportunity to go to training classes, although according to a number of employees, some recent training has been halted by the City Manager and Council.
- The communication center has received new equipment which has been welcomed.
- New police uniforms have been ordered for which comments were very favorable.

RECOMMENDATIONS

As indicated above, there are many issues in the Police Department. The following are recommendations to start to remedy some past practices and set the department up for success.

Trust

- The overwhelming issue is the need to restore trust in the department. The department needs new leadership and that leadership needs to begin the process of restoring professionalism and trust in the department.
- The employees need to feel that they are being treated fairly and that there is consistency in the way departmental policies and procedures are administered.
- The cliques need to be disbanded and a level of professionalism needs to be demonstrated in the way employees are treated and how employees treat fellow employees.
- All employees like to feel valued and acknowledged. Starting with a daily greeting and acknowledging good work can begin this process.
- Gaining trust will take time and actions will dictate whether the message is all words or credible activity.

Communication and Presence

- There was a huge lack of communication and presence by the Chief. The new Chief needs to set the vision and goals of the department and communicate this information to the employees.
- Conduct monthly all employee departmental meetings to discuss the state of the department, what is coming (new uniforms, equipment, etc.), training available, introduce new employees, discuss trends in the community positive or negative in terms of police work, topics that would begin to generate a feeling of community in the department. To accommodate the varying schedules, more than 1 meeting would be required, yet the effort to have all hands on deck at a monthly meeting would be very beneficial to the existing and new employees.
- The new Chief needs to be more visible to the employees. To begin, the new Chief should have a one-on-one with each employee to acknowledge past problems, indicate new direction and answer any questions. Then the new Chief should be a visible leader in the department.
- Daily Huddle meetings - Shift change should be a great opportunity for a discussion with Sergeant, Officers and dispatch to discuss what happened on the most recent shift and any on-going issues of concern for the next shift. A daily huddle meeting at the beginning of a shift can ensure that all officers and dispatcher personnel are informed and up to date on any issues involving the police department.

Training

- As mentioned, some off-site training has been cancelled. However, there are plenty of opportunities for on-site, department facilitated training.
- When asked about whether there has been any discussion about recent news reports on excessive force of police departments, the answer was no. Suggest that the department may want to facilitate some what-if scenarios to promote best practices and safety, taking a page from the various police department news events of the past 2 years.
- When asked if there have been discussions on how to better connect with the community and how to have citizen advocates for better law enforcement, again the answer was no. Exploring activities to better connect with the citizens of the City can foster partnerships and involvement to facilitate safety and concern.

Media

- There is currently a Public Information Officer in the department. All media requests should be funneled through this position.
- Additionally some training should be provided to the employees on how to handle the media in the event the media are on-site during a disturbance or police situation.

Performance Reviews, Coaching and Mentors

- The value of the review was voiced by those who received them. This exercise should be mandatory for all employees to promote a formal review of effort, how well employees are meeting expectations or not and to discuss areas for improvement.
- Additionally a review is a good time to discuss professional development and training opportunities.
- Many employees expressed a desire to develop and to be able to progress. Coaching and mentorship programs can be a great way to provide guidance and direction in-house to those who want to explore opportunities within the department. The mentorship/coaching programs would also serve as a good way to orient new employees, perhaps on a rotation schedule to get the opportunity to meet and work with a number of employees and to gain insight, guidance and instruction on a new role.

Promotional Opportunities

- Structure job family progressions and communicate to employees to enhance learning and skill development. The City could create Office 1,2,3 levels, Detective 1,2, 3 as well as Dispatcher 1, 2 levels to provide upward mobility opportunities, promote retention and hiring by providing a way to gain experience, and be recognized for efforts via promotion.

City of Groveland
Workshop Minutes
City Council
Monday, October 03, 2016

The Groveland City Council met in a special meeting on Monday, October 03, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:05pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, Interim City Manager Gwen Walker, City Clerk Teresa Maxwell, and Sergeant-at-Arms Capt. Todd English. Council Member John Griffin was absent.

AGENDA

1. 2017 July 4th Celebration Event Options

Council discussed the issues of heat and lack of attendance during afternoon hours. It was felt that the car show, headlining band and fireworks were heavily attended events but the extreme heat and inclement weather in the afternoon caused low participation which did not benefit the vendors.

Consensus to have a half day event with the car show moved to the afternoon with opening ceremonies beginning around 4:00pm, then have opening acts perform before the headliner and finish with fireworks.

PUBLIC COMMENT

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 6:30pm.



Attest:

Tim Loucks, Mayor

Teresa Maxwell, City Clerk

City of Groveland
Minutes
City Council Meeting
Monday, October 03, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, October 03, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:05pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, Dina Sweatt and John Griffin. City officials present were: City Attorney Anita Geraci-Carver, Interim City Manager Gwen Walker, City Clerk Teresa Maxwell, and Sergeant-at-Arms Capt. Todd English.

OPENING CEREMONIES

- a. Pledge of Allegiance lead by Vice-Mayor Karen McMican
- b. Invocation was given by Pastor Bezaire
- c. Mayor Loucks and Mrs. Walker introduced Capt. Todd English and Lt. Cliff McMennamy who would be assisting the City while the police chief position is vacant.

GUEST SPEAKERS, PRESENTATIONS AND PROCLAMATIONS

- **Thank you from Trilogy of Orlando HOA – Jim Bowen, speaker**
Mr. Bowen thanked the Council for bidding out the water rate study. He hopes this will help with lowering current reclaimed water rates. Mr. Bowen stated that Trilogy lives by the 3P's: price, pressure and Ph. level. Mr. Bowen has been working with Utility Services Director James Huish regarding these issues and hope to have the City's full cooperation in remedying all problem areas.

REPORTS

a. Council Members

- **Council Member John Griffin** reported that the street sweeper used by the City is not vacuuming up the sand on Beverly Drive. He stated that the machine was actually causes huge dust clouds and putting down more dirt that what was originally there. Mr. Griffin also reported that the sign at John Wesley Griffin park is not level and needs to be fixed.
- **Vice Mayor Karen McMican** informed the Council that she attended the first meeting of the FLC Legislative Policy Committee for Urban Administration in Orlando. The committee agreed to focus their efforts on public records, local elections and short-term vacation rentals. The committee will be meeting several more times before finalizing their legislative agenda. She found the meeting to be very interesting and productive.
- **Council Member Dina Sweatt** reported that she attended the Keep Lake Beautiful meeting on September 20. The committee is planning to do another cleanup in

Mascotte and Groveland later this year. She attended the recent Lake County League of Cities Annual Sponsor's Night in Mount Dora. She also attended the Lake~Sumter MPO meeting and stated that the group did not mention any items concerning the SR 50 Realignment Project. Mrs. Sweatt, as a committee member, was in attendance at the FLC Legislative Committee for Growth Management and Economic Affairs meeting in Orlando. The committee spent the majority of the time speaking about CRA issues. On September 30, she attended the Shade Meeting.

- **Council Member Mike Radzik** reported that he attended the FLC Legislative Committee for Finance, Taxation and Personnel meeting in Orlando. The committee narrowed down their focus to five issues: Workman's Compensation increase, Communication Services Tax (CST), Local Business Tax Receipts, Property Tax – Home Rule, and Once-Cent Sales Tax. On September 23, he and Mrs. Walker met with representatives of HJ High Construction to discuss public private partnerships. He also attended the Shade Meeting on September 30.
- **Mayor Tim Loucks** spoke briefly about the CST and the state's attempt to gain a larger percentage of the funds by eliminating the portion received by the municipalities.

b. City Manager

Interim City Manager Gwen Walker informed the Council that each was provided with the proposed credit card policy. She asked for them to review and send comments to her. Mrs. Walker asked for direction regarding the property located between Tractor Supply and Indian Hills. She stated that the Comparables were submitted by Mr. Marvin Puryear as requested.

Consensus to have staff move forward with negotiations based on the Puryear Comparables.

Mrs. Walker informed the Council that the City of Minneola had sent a copy of their recently adopted resolution regarding Autism support and asked Groveland to adopt it as well. She asked for direction as how to proceed.

Consensus to adopt the resolution.

Mrs. Walker asked the Council if any members would be attending the grand opening of the new Clermont Police Department facility.

Vice Mayor McMican and Council Members Sweatt and Radzik stated their intent to attend.

c. City Attorney

d. Citizen Advisory Committee

CONSENT AGENDA

- **Approval of City Council Meeting Minutes of September 19, 2016**
- **Approval of City Council Special Meeting Minutes of September 19, 2016**

Council Member Sweatt moved to approve; seconded by Vice Mayor McMican. The motion was approved with all members present voting aye.

OLD BUSINESS

1. Ordinance 2016-09-19: Rezoning to PUD – Industrial, Raney Holdings *Second and Final Reading

Staff requested the item be tabled.

Vice Mayor McMican moved to table the item; seconded by Council Member Radzik. The motion was approved with all members present voting aye.

NEW BUSINESS

2. Site Plan – Raney Holdings

Council Member Sweatt moved to approve; seconded by Council Member Radzik. The motion was approved with all members present voting aye.

3. Agreement with Donald Bronson re: Offer to Construct and Pay for a Building to Be Used as a Museum.

Vice Mayor McMican moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

Consensus to use the contract provided by Mr. Bronson

4. MOU Between Lake County Sheriff and the City of Groveland for Chief of Law Enforcement Services

Mrs. Walker stated that the City will pay Lake County the same amount that it was paying Chief Tennyson; therefore, there is no excess cost associated. She pointed out that it is actually more beneficial since the City is receiving the services of two high ranking and highly qualified officers for this amount.

Council Member Radzik moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

PUBLIC COMMENT

After hearing all public comments staff was directed to have Mr. Huish discuss the PH levels with the interested parties; provide an application for the RAC to Paula Hall; research the process and payment for adding street lights within subdivisions; contact the local newspaper in regards to advertising the Crime Stats; and determine why the Lake David walking path lights are not on.

ANNOUNCEMENTS

Council Member Radzik asked the Council to allow him to discussion the 20-acre school property adjoining the City park property on Wilson Lake Parkway. He would like to work out an agreement to obtain the property.

Consensus to allow Councilman Radzik work with the Lake County School Board as it pertains to the property in question.

Mayor Loucks asked those in attendance to oppose the reduction of Lake County School Impact Fee. He asked the Council to allow him to continue to work with SJRWMD and staff in regards to correcting errors on the CUP.

Consensus to allow Mayor Loucks to continue working with SJRWMD and staff.

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 8:40pm

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 17, 2016

ITEM NUMBER: 1

AGENDA ITEM: Appointments to Recreation Advisory Committee

CITY GOAL: Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.

PREPARED BY: Rebekah Morgan, Parks & Recreation Manager
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DATE: October 4, 2016

BACKGROUND: The Recreation Advisory Committee was notified that Board Member Ashley Cain resigned from the committee. This brings the number of vacancies on the committee to 4; one SLHS representative, one regular member, and 2 alternates. Miss. Kayla Hernandez has submitted an application stating her interest in joining the committee as the SLHS representative, as she is currently a member of the student body. During the October 3 council meeting Mrs. Paul Hall stated her wish to be on the committee. Mrs. Hall has since submitted her application. The Recreation Advisory Committee has recommended that Miss. Hernandez and Mrs. Hall be considered for the vacancy. Attached is Miss. Hernandez' and Mrs. Hall's application listing their applicable experience.

STAFF RECOMMENDATION: Appoint Miss. Hernandez to the RAC as the SLSB member and Mrs. Hall as the regular member.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

From: noreply@civicplus.com
Sent: Thursday, September 01, 2016 3:59 PM
To: teresa maxwell; Lisa Cortese; Gwen Walker
Subject: Online Form Submittal: Citizen Advisory Boards & Committees Application Form

Citizen Advisory Boards & Committees Application Form

Please check the boards / committees you are interested in: Recreation Advisory Committee

Personal Information

First Name	Kayla
Last Name	Hernandez
Address	467 East Swanson Street
City	Groveland
State	FL
Zip	34736
Home Phone Number	352-585-8243
Work Phone Number	352-771-6530
Email Address	kgraciehernandez@gmail.com
Occupation	High school student

Residency Information

Length of Residency in Groveland	12 Years
Are you a registered voter	No

Education, Profession and Hobbies

High School	South Lake High School
College	<i>Field not completed.</i>
Trade or Business School	<i>Field not completed.</i>
Present / Past Employment	<i>Field not completed.</i>
Hobbies	Jiu Jitsu

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees? Yes

If yes, which: BSU (Black Student Union)

Have you served on a Board, Commission, or Committee before? No

If yes, which: *Field not completed.*

Community Involvement *Field not completed.*

Areas of Special Interest *Field not completed.*

Areas of Special Expertise *Field not completed.*

Acknowledgment I have read and understand.

Electronic Signature Kayla Hernandez

Email not displaying correctly? [View it in your browser.](#)

**CITY OF GROVELAND
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP**

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Lake County, and be a resident or an owner of real property in the City of Groveland. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

Name: PAULA Hall (Please Print) Application Date: 10/13/2016
 Street Address, Including Zip Code: 128 Dakota Ave. Groveland 34736
 Telephones: Home: 352-989-4203 Work: _____ Cell: _____
 Place of Business: _____
 Title/Position Held: _____
 Date of Birth¹: 05/21/1956 Email Address: HALLpg2@gmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

- | | |
|---|---|
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Charter Review Committee |
| <input type="checkbox"/> Community Redevelopment Agency | <input type="checkbox"/> MPO Bicycle & Pedestrian Committee |
| <input type="checkbox"/> MPO Citizen Advisory Committee | <input type="checkbox"/> Police Citizen Advisory Board |
| <input checked="" type="checkbox"/> Recreation Advisory Committee | <input type="checkbox"/> Other: _____ |

ELIGIBILITY

Have you been a City of Groveland resident for at least 6 months? Yes No _____
 Do you own property or a business in Groveland? Yes No _____
 Are you registered to vote in Lake, Florida? Yes No _____
 Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes _____ No
 If yes, have your civil rights been restored? Yes _____ No
 Do you consent to a standard criminal background check? Yes _____ No

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Groveland board? Yes _____ No
 Are you related to a City of Groveland Council member by blood, adoption or marriage? Yes _____ No
 Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Groveland? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes _____ No

¹ This information is necessary in order to conduct background checks.

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

My interest are as follows:

- for the people of Groveland to have a place to call their own for children families + ~~to~~ to be welcomed a feeling of pride for Groveland
- I have been a volunteer my whole life. HOA, MADD, PTO, organizing fund raising events, fund raising ect. ect. over 40 yrs.
- Specializing in Special needs children, large events
 Designing
 Coordinating Strategy

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

<u>RACE</u>	<u>GENDER</u>	<u>DISABILITY</u>
<input type="checkbox"/> African-American	Male Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> Physically Disabled
<input type="checkbox"/> Asian-American	Female Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<input type="checkbox"/> Hispanic-American		
<input type="checkbox"/> Native American		
<input type="checkbox"/> Caucasian		

Signature: _____

Paula Hall

Date: _____

10/13/2016

Please return this form to:
Office of the City Clerk, 156 S. Lake Ave, Groveland, FL 34736



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 17, 2016

ITEM NUMBER: 2

AGENDA ITEM: Lease Agreement between City and Representative Metz

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Anita Geraci-Carver, City Attorney

DATE: October 10, 2016

BACKGROUND: Representative Metz current lease of office space located at 193 Cherry Valley Trail expires November 30, 2016. Representative Metz would like to extend the lease until his term expires in 2018. The Lease Agreement for Council's consideration provides for a 2 year term, thru November 30, 2018, and a monthly rent in the sum of \$1002.75 plus state sales tax (currently at the rate of 7% for a total monthly payment of \$1,072.94).

STAFF RECOMMENDATION: Motion to Approve Lease Agreement

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ___ day of _____, 2016 and having an Effective Date of December 1, 2016, by and between, the City of Groveland, a Florida municipal corporation, hereinafter called "Lessor", and Larry Metz, P.O. Box 57, Yalaha, FL 34797-0057 hereinafter called "Lessee".

WITNESSETH:

That in consideration of the mutual covenants and undertakings hereinafter contained, the parties agree as follows:

THE LEASE

1. **LEASED PREMISES:** Lessor leases to Lessee office space located at 193 Cherry Valley Trail, in the City of Groveland, Florida. The Leased Premises consists of 1146 square feet which includes 3 offices, 1 large reception office, 1 small office/storage area, lobby, unisex restroom, corridor, and 1 small storage closet ("Leased Premises"). Lessee also has access to a conference room and additional restroom which are shared with the City of Groveland. Use of the conference room may be scheduled with the City of Groveland Fire Chief, Willie Morgan by contacting him at willie.morgan@groveland-fl.gov.
2. **TERM:** The term of this Lease Agreement shall commence December 1, 2016 and end November 30, 2018.
3. **RENT:** Commencing on December 1, 2016, Lessee agrees to pay Lessor, as rent for the above premises, the sum of \$1002.75 per month plus state sales tax (currently at the rate of 7% for a total monthly payment of \$1,072.94). Rent shall be paid on or before the first of each month commencing December 1, 2016 and continuing each month thereafter. Rent for occupancy during any partial month will be prorated.
4. **USE OF PREMISES:** The premises shall be used and occupied by the Lessee as a district office. Lessee shall comply with all laws, ordinances, rules and orders of any appropriate governmental authority affecting the use and operating of the Leased Premises during the term of this Lease Agreement. The Lessor acknowledges that the Leased Premises will be used for a district office of a member of the Florida House of Representatives and therefore certifies that the Leased Premises comply and will continue to comply with all the necessary requirements for access to a public office including, but not limited to, all applicable access provisions of subtitle A of Title II of the American with Disabilities Act, Public Law 101-336.
5. **CONDITION OF PREMISES:** Lessee stipulates that Lessee has examined the Leased Premises in its existing condition, and agrees to the separating wall the Lessor erected in order to separate the Leased Premises from the police and fire departments, and further agrees to the frosted glass slider in the lobby. No representation, statement or warranty, expressed or implied, has been made by or

on behalf of Lessor as to such condition, or as to the use that may be made of such property. In no event shall Lessor be liable for any defect in such property or for any limitation on its use.

6. **MAINTENANCE, REPAIR AND IMPROVEMENTS:** Lessee agrees, at Lessee's expense, to maintain the interior of the Leased Premises in at least as good a condition as that in which they were delivered; damage by fire or other casualty excepted. Lessor will maintain the exterior of the Leased Premises including landscaping, and parking. Lessor shall bear all expenses associated with improvements previously made by Lessor to separate the Leased Premises from the police and fire departments, and the removal and replacement of the bullet-proof glass in the lobby with a frosted glass slider.
7. **UTILITIES:** Lessor will provide the following utilities: water, sewer, cable, internet, electricity and garbage services. Lessee shall be responsible for arranging for and paying for all other utility services required or desired on the Leased Premises.
8. **LIABILITY INSURANCE:** Lessee shall procure and maintain in force during the term of the Lease Agreement, at Lessee's expense, liability insurance in companies approved by Lessor, adequate to protect against liability for damage claims through use of or arising out of accidents occurring in or around the Leased Premises. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses and shall name Lessor as a co-insured. A certificate of insurance must be provided to the Lessor by the Lessee within 10 business days prior to the Lease Agreement term commencing. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease Agreement upon seven (7) days written notice to Lessee, Lessor may terminate this Lease Agreement. Lessee shall indemnify and hold harmless Lessor from any liability arising as a result of the use and occupation of Leased Premises by Lessee. Provided, however, nothing herein shall constitute a waiver of any right of sovereign immunity, by contract, implication, or otherwise. In the event there is an actual or apparent conflict between this Lease Agreement and Lessee's full enjoyment of its sovereign immunity, the full enjoyment of its sovereign immunity shall apply.
9. **ASSIGNMENT:** This Lease Agreement shall not be assigned; however, so long as Lessee assumes all obligations herein, it may allow temporary (event) use of the Leased Premises by other entities with Lessor's advance written permission.
10. **SUBORDINATION:** This Lease Agreement and Lessee's interests hereunder are and shall be subordinate to any liens or encumbrances now or hereafter placed on the Leased Premises by Lessor and all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
11. **DEFAULT:** If Lessee fails to comply with any of the material provisions of this Lease Agreement, or materially fails to comply with any duties imposed on Lessee

by statute, within seven days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease Agreement by reason thereof, Lessor may terminate this Lease Agreement. Failure to maintain the cleanliness of the Leased Premises is a material breach.

12. **ABANDONMENT**: If at any time during the term of this Lease Agreement, Lessee abandons the Leased Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Leased Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever.
13. **BINDING EFFECT**: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease Agreement.
14. **TERMINATION**: Either party may terminate this Lease Agreement with or without cause at any time by giving ninety (90) days written notice to the other party. However, if Lessee leaves office before the end of the Lease Agreement term, Lessee may terminate this Lease Agreement by giving thirty (30) days written notice to Lessor. If damage by fire or other casualty renders the Leased Premises substantially or completely unusable for office space for a period of two (2) weeks or more, at its option, Lessee may vacate the Leased Premises, pro-rate the rent due therefore, and be released from any further obligation under this Lease Agreement.
15. **NOTICE**: Lessor agrees that service of any notice pursuant to section 83.20(2), Florida Statutes, will be delivered to the Leased Premises and will be mailed to Lessee's House office address in Tallahassee, Florida, which is listed on the Florida House of Representatives' website at www.myfloridahouse.gov, and a copy will also be mailed to P.O. Box 57, Yalaha, Florida 34797.
16. **TANGIBLE PROPERTY**: Notwithstanding the foregoing, Lessor acknowledges that any property located on the Leased Premises owned by or leased by the State of Florida or the Florida House of Representatives shall remain the property of, and shall be returned to, the State of Florida or the Florida House of Representatives. In the event that Lessor comes into possession of such property, Lessor agrees to send a certified letter, return receipt requested, within seven (7) days of coming into possession of such property, to the Office of the Speaker, Florida House of Representatives, 420 The Capitol, 402 South Monroe Street, Tallahassee, Florida 32399-1300, informing him or her that the Lessor is in possession of such property and requesting that the State of Florida or the Florida House of Representatives retrieve such property. Lessee shall be responsible for all reasonable expenses incurred by Lessor in storing such property and providing such notice.

17. **PARKING:** Lessee shall have the right to designate and reserve four (4) parking spaces in the parking lot on the side of the building where the Leased Premises is located.
18. **NO WAIVER OF IMMUNITY:** This Lease Agreement does not constitute waiver of any sovereign immunity.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2016.

LESSOR: CITY OF GROVELAND

LESSEE:

By: _____
Mayor Tim Loucks

Larry Metz

ATTEST:

Teresa Begley, City Clerk

Dated this ___ day of _____, 2016

Dated this ___ day of _____, 2016



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 7, 2016

ITEM NUMBER: 3

AGENDA ITEM: Second Addendum to Alpha Inspections, Inc. Agreement

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker, Interim City Manager

DATE: October 17, 2016

BACKGROUND:

Mr. Gerling of Alpha Inspections, Inc. has approached the City regarding a second addendum to the City's agreement with Alpha Inspections, Inc. for building official services. He is requesting an extension of his agreement. Additionally, he has agreed to work with the City to develop a fee schedule that reduces costs to the developers, reduces the amount the City retains in a fund that is restricted in use while providing for an equitable fee for Alpha Inspections, Inc.

STAFF RECOMMENDATION: Approve the Second Addendum to Alpha Inspections Inc. Agreement.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

Second Addendum to Alpha Inspections Inc. Agreement

This Second Addendum, dated September __, 2016, constitutes a part of the Agreement Between the City of Groveland and Alpha Inspections, Inc. for the Provision of Building Services, last dated September 2, 2014, (the "Agreement"). To the extent the terms of this Second Addendum conflict with the terms of the Agreement or any other Addendum thereto, the terms of this Second Addendum shall control.

1. The Agreement is hereby modified and amended as follows:

The first sentence of numbered paragraph 8 of the Agreement is hereby deleted and replaced by the following sentence: This Agreement shall be in effect until October 1, 2021.

Paragraph 9 requiring a Third Party Audit is hereby deleted.

2. The terms of the Agreement remain in full force and effect, except as modified herein.
3. Jeff Gerling releases the City for any and all claims, causes of actions or damages which Jeff Gerling had against the City for acts that occurred prior to September 30, 2016. If the City Terminates the Agreement on or before October 1, 2018, this release is null and void and has no effect.
4. The City Manager cannot interfere with this contract between Alpha Inspections, Inc., Jeff Gerling and the City. If the City Manager desires to take any adverse action against Jeff Gerling, Jennifer Murphy or Alpha Inspections, Inc., the City Manager shall obtain a majority vote of the City Council after a duly noticed public meeting. The City shall provide notice of said meeting directly to Alpha Inspections, Inc. at least ten business days in advance of said meeting.
5. The City, Jeff Gerling and Alpha Inspections will work collaboratively to develop a fee structure that will reduce costs to the developer, reduce the amount of fees collected that are retained by the City in its restricted building fund, while providing an equitable payment percentage to Alpha Inspections.
6. To facilitate execution, this Addendum may be executed in counterparts. It shall not be necessary that the signature of each party, or on behalf of each party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of each party, appear on at least one counterpart. All counterparts shall collectively constitute a single agreement.

Alpha Inspections, Inc.:

Jennifer Murphy, President

Date: _____

Jeff Gerling

City of Groveland:

Tim Loucks, Mayor

Date: _____

Teresa Begley, City Clerk

Date: _____



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 17, 2016

ITEM NUMBER: 4

AGENDA ITEM: Discussion re: Welcome Center Purchase

CITY GOAL: Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.

PREPARED BY: Gwen Walker, Interim City Manager

DATE: October 10, 2016

BACKGROUND:

Attached please find the Real Estate Purchase and Sales Agreement for Property sent to us by Lake County in regards to the property known as the Welcome Center. Also, please find a copy of Chief Morgan's e-mail outlining the need to have a fire station located in that area. There are adequate funds in the City's Discretionary Tax Revenues to purchase the building in advance of impact fee receipts from the Villa City Project without jeopardizing any projects/purchases that are planned using that revenue source.

STAFF RECOMMENDATION: Discuss the purchase of 20763 U.S. Highway 27 and provide staff with direction as to how to proceed.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

REAL ESTATE PURCHASE AND SALES AGREEMENT FOR PROPERTY

THE UNDERSIGNED, Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Seller", whose address for notices is Post Office Box 7800, Tavares, Florida 32778, agrees to sell and the **City of Groveland, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, whose address for notices is 156 South Lake Avenue, Groveland, Florida 34736, hereinafter referred to as "Purchaser", agrees to buy that tract of real property located at 20763 U.S. Highway 27, Groveland, Lake County, Florida, together with any fixtures, improvements, equipment, appurtenances, and development rights, now in or on the Premises in an "as is" condition, as more particularly described in **Exhibit A**, attached hereto and made a part hereof, hereinafter referred to as the "Premises". The parties acknowledge that the legal description contained in **Exhibit A** was prepared based upon historic chain of title information. The parties agree to amend the legal description of the Premises listed in Exhibit A, if necessary to correct error(s).

1. PURCHASE PRICE. The purchase price for the Premises is Four Hundred Seventy Thousand Dollars and No/100 (**\$470,000.00**), hereinafter referred to as the "Purchase Price". The Purchase Price, subject to the adjustments and prorations provided for herein, shall be paid by City warrant.

2. TITLE. Seller gives no representations other than it is the owner of the Premises and that it is authorized to execute and deliver this Agreement. Seller agrees to convey title to the Premises by County Deed, in an "as is" condition.

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE. It is understood and agreed that Purchaser's sole reason in entering into this Agreement is for the Premises to be utilized as a city facility, hereinafter referred to as "intended use", and that Purchaser would be unable to use and enjoy the Premises for any other purpose. Purchaser acknowledges that it is Purchaser's obligation and responsibility, and not that of the Seller, to its due diligence to determine the Premises is property for this intended use. Purchaser's obligations hereunder shall be subject to the following conditions and provisions for Purchaser's benefit, any of which may be waived by Purchaser. Seller agrees to provide Purchaser with such assistance as may be reasonably necessary during the due diligence period.

A. The receipt by Purchaser of reports from engineering and environmental tests and investigations, ordered at Purchaser's expense, indicating that the Premises are free from contamination and suitable, in Purchaser's sole judgment, for Purchaser's intended use.

B. The receipt by Purchaser of engineering and other inspections and investigations, ordered at Purchaser's expense, indicating that all improvements, appurtenances, and equipment on the Premises are in good operating condition and repair and are suitable, in Purchaser's sole judgment, for Purchaser's intended use, all of which shall be on the Closing Date as hereafter defined, in the same condition as existed on the date of Purchaser's execution of this Agreement, ordinary wear and tear only excepted.

C. Purchaser's obtaining, at its option, all necessary permits, licenses, permissions, or other governmental authorizations required by governmental agencies to maintain and operate a facility for Purchaser's intended use.

D. The absence of all restrictions including, but not limited to, deed restrictions, protective covenants, and zoning ordinances which would prevent Purchaser from using the Premises for its intended use.

E. The availability of utilities including, but not limited to, electric, water, sanitary sewer, storm sewer, and telephone located at the property line in the public right-of-way and available for Purchaser's immediate use at no more than the customary charge for connection to each such utility.

F. The receipt by Purchaser of permission from the appropriate governmental authority to make any median or curb cuts which may be required by Purchaser for ingress and egress to the Premises from all lanes of traffic on all streets or highways on which the Premises abuts.

G. The receipt by Purchaser, at Purchaser's cost and expense, of the approval from the appropriate governmental authority of the necessary zoning of the Premises for Purchaser's intended use.

H. The receipt by Purchaser of a standard ALTA title insurance commitment issued by the Closing Agent for the amount of the purchase price. Purchaser shall notify Seller of any objection to the condition of title indicated by the commitment and Seller shall have thirty (30) days from receipt of such notice to eliminate Purchaser's objection.

I. The receipt by Purchaser of an accurate, complete, and certified survey ordered at Purchaser's expense. If the survey discloses any encroachment, lands of others, or otherwise results in an objection by Purchaser, Purchaser shall deliver written notice of such matter, together with a copy of the survey, to Seller and Seller shall have thirty (30) days from receipt of such notice to eliminate Purchaser's objections and/or cure the matter. As stated above, the parties acknowledge that the legal descriptions contained in Exhibit A was prepared without the benefit of a survey and the parties agree they will agree to amend the legal description of the Premises contained in Exhibit A, if necessary to correct an error(s).

If any conditions stated above cannot be satisfied within one hundred twenty (120) days after the day the last party executes this Agreement by Purchaser's good faith effort, Purchaser has the option to terminate this Agreement by sending written notification thereof to Seller prior to the expiration of the one hundred twenty (120) day period in which event this Agreement shall be deemed null and void. Notice of Non-fulfillment and Termination shall be given to Seller in accordance with Section 8 of this Agreement. If Purchaser fails to notify Seller that Purchaser is exercising its option to terminate due to the non-fulfillment of one or more of the above conditions within this one hundred twenty (120) day period, all such conditions are deemed to have been waived by Purchaser.

In the event that Purchaser has not made a good faith effort to satisfy the conditions set forth above within one hundred twenty (120) days after execution of this Agreement, Seller may declare Purchaser in Default and terminate this Agreement. Upon declaring Purchaser in Default, Seller is entitled to those remedies set forth in Section 5 of this Agreement. Notice of Default shall be given to Purchaser in accordance with Section 8 of this Agreement.

4. RIGHT OF ENTRY. Seller hereby grants Purchaser and Purchaser's agents the right to enter upon the Premises at any time prior to or after the date of acceptance of this Agreement to make surveys, measurements, soil test borings, and other engineering and environmental tests and investigations. All costs for such measurements, tests and investigations ordered by Purchaser shall be borne by Purchaser. Purchaser agrees to give Seller reasonable notice whenever possible of the dates and times that Purchaser and Purchaser's agents will be

entering the Premises to make surveys, measurements, tests, and investigations.

5. DEFAULT. In the event of default by either party, the party not in default shall give written notice thereof to the party in default, specifying with particularity the nature of the default. If such default is not cured within thirty (30) days after receipt of the written notice, this Agreement may be terminated at the option of the non-defaulting party. However, if such default is not curable, such as a party's failure to close on the scheduled closing date, the non-defaulting party may terminate this Agreement immediately upon giving notice of such default. If Seller shall be in default, Purchaser shall be entitled to pursue any and all of its remedies at law or in equity.

6. SELLER'S WARRANTIES. Seller conveys the property in an "as is" condition and makes no representations or warranties concerning the Premises, its fixtures, improvements, equipment, and appurtenances, including whether the Premises is free of any taxes, liens or assessments. It is solely the Purchaser's responsibility to check with the appropriate agencies to determine if there are any taxes, liens or assessments against the Premises.

7. CLOSING. The parties agree that the Closing Agent shall be Williams Smith & Summers, P.A. Closing shall take place in escrow according to the general provisions of escrow closing then in use by the Closing Agent thirty (30) days after the satisfaction or waiver of the conditions in Section 3 above but no later than **one hundred fifty (150) days** after the execution of this Agreement (the "Closing Date"). Closing shall be held at the offices of the Closing Agent or such other place as may be agreed to by the parties. The Closing Agent's charges for such escrow closing shall be borne equally by the parties. Seller shall pay the cost of the premium for an Owner's Title Insurance policy and for the initial title commitment and update. The cost of any transfer taxes, transfer tax stamps, or any other excise or other taxes or fees levied in connection with the sale, purchase, or transfer of title to the Premises, if any, shall be the responsibility of Purchaser. Purchaser shall be responsible for all costs and expenses associated with transferring marketable title to the Purchaser. Purchaser shall be responsible for the cost of recording the deed. On the Closing Date the Seller shall deliver to Purchaser:

- A. Duly executed County Deed, as described herein;
- B. Possession of the Premises;
- C. Duly executed affidavit of Seller stating under penalty of perjury the Seller's U.S. Taxpayer Identification Number, and that the Seller is not a "foreign person" within the meaning of the Internal Revenue Code for the purposes of substantiating exemption from the withholding provisions of the Tax Reform Act of 1984. Seller acknowledges that Seller's failure to furnish such affidavit shall require Purchaser to withhold from the purchase price an amount required by the Code and such withheld amount shall be deemed to be a portion of the purchase price paid to Seller for purposes of this Agreement;
- D. Instruments in form and substance satisfactory to Purchaser and the Closing Agent evidencing the status, capacity, and authority of Seller and its representatives to consummate the transaction contemplated by this Agreement.

8. NOTICES. All notices required or permitted by this Agreement shall be in writing, signed by the party serving the notice, and sent to the appropriate address shown on Page 1 hereof, or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Such notices shall be hand delivered or sent prepaid by certified mail and

shall be deemed given when actually delivered. Notices not given in the manner or within the time limits set forth in this Agreement shall be of no effect and may be disregarded by the party to whom they are directed.

9. SPECIAL CONDITIONS. The Purchaser acknowledges and agrees to accept the Premises in "As Is" condition at the time of closing, including without limitation, any defects or environment conditions affecting the Premises, whether known or unknown, whether such conditions or defects were discoverable through inspection or not. The Purchaser acknowledges that the Seller negates and disclaims any representations, warranties, promises, agreement or guarantees, implied or express, regarding the physical condition and quality of the Premises, including any fixtures, improvements and therein.

10. GENERAL CONDITIONS.

A. This Agreement constitutes the sole and entire agreement between the parties. No representation, warranty, promises or inducement not included in this Agreement shall be binding upon any party.

B. The representations and agreements contained in this Agreement shall survive the closing and delivery of the deed.

C. This Agreement may be amended, altered, or modified only by written agreement between the parties executed with the same formalities and of equal dignity herewith, with the exception of an amendment to the legal description contained in Exhibit A, which may be made by a mutual written agreement between the County Manager and City Manager.

D. Purchaser and Seller each warrant to the other that no real estate broker or agent is entitled to any commission or fee whatsoever with respect to this transaction, and each party will indemnify and hold the other party harmless from and against any and all claims by all other real estate brokers or agents with respect to this transaction to the extent authorized by Florida law.

E. This offer shall be null and void if not executed by both parties on or before **November 30, 2016**.

F. This Agreement shall be deemed executed as of the latter of the dates on which it is executed by Seller and Purchaser.

G. Failure of Purchaser or Seller to insist on compliance with, or strict performance of, any provision of this Agreement, or take advantage of any right under this Agreement, shall not constitute a waiver of other provisions or rights contained herein.

H. The Purchaser shall not assign this Agreement without prior written approval of the Seller.

I. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chair and City of Groveland, Florida, through its Mayor.

SELLER

ATTEST:

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Sean M. Parks, Chairman

This ____ day of _____, 2016.

Approved as to form and legality

Melanie Marsh
Lake County Attorney

Real Estate Purchase and Sales Agreement between Lake County and the City of Groveland.

PURCHASER

CITY OF GROVELAND, FLORIDA

Tim Loucks
Mayor

This ____ day of _____, 2016.

ATTEST:

Teresa Begley, City Clerk

Approved as to form and legality:

Anita R. Geraci-Carver, City Attorney

EXHIBIT A

Legal Description for Alt Key: 3612132
Property Address: 20763 U.S. Highway 27, Groveland

LOT 2, ACCORDING TO THE PLAT OF LAKE COUNTY CENTRAL PARK PHASE 1, RECORDED IN PLAT BOOK 35, PAGES 1 THROUGH 5 INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 25 EAST,

LESS AND EXCEPT that certain parcel as recorded in Official Records Book 3299, Page 453, Public Records of Lake County, Florida, more particularly described as follows:

Alt Key: 3811996

A portion of Lot 2 of Lake County Central Park, recorded in Plat Book 35, Pages 1 through 5 inclusive, Public Records of Lake County, Florida. Described as follows:

Begin at the Northeasterly corner of said Lot 2, the same being located at the intersection of the Southwesterly line of the right-of-way of U.S. 27 and the East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 21, Range 24, Lake County, Florida and run South $01^{\circ}05'30''$ West, along the east line of said Lot 2 and said East line of Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 360.90 feet to a point that is 352.00 feet South of when measured perpendicularly to the said Southwesterly line of right-of-way; thence run North $76^{\circ}06'55''$ West, parallel with said Southwesterly line of right-of-way, a distance of 282.77 feet to a point that is 30.00 feet Easterly of, when measured perpendicularly to the Easterly boundary of a parcel of land presently occupied by the Lake County Welcome Center; thence run South $44^{\circ}58'51''$ West parallel with said Easterly line, a distance of 80.47 feet; thence run North $32^{\circ}52'37''$ West, a distance of 32.69 feet to a point on said Easterly boundary of the Lake County Welcome Center; thence run along said Easterly boundary the following two courses; North $44^{\circ}58'51''$ East, 129.67 feet; thence North $14^{\circ}36'41''$ East, 288.85 feet to the aforesaid Southwesterly line of right-of-way of U.S. 27; thence run along said line of right-of-way, South $76^{\circ}06'55''$ East, a distance of 196.11 feet to the Point of Beginning.

AND LESS AND EXCEPT that certain parcel as recorded in Official Records Book 3166, Page 144, Public Records of Lake County, Florida, more particularly described as follows:

Alt Key: 3821825

A portion of Lot 2 of Lake County Central Park, recorded in Plat Book 35, Pages 1 through 5 inclusive, Public Records of Lake County, Florida, described as follows:

Commence at the Northeasterly corner of said Lot 2, the same being located at the intersection of the Southwesterly line of the right-of-way of U.S. 27 and the East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 21, Range 24, Lake County, Florida and run South $01^{\circ}05'30''$ West, along the east line of said Lot 2 and said East line of Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 360.90 feet to a point that is 352.00 feet South of, when measured perpendicularly to, the said Southwesterly line of right-of-way; thence run North $76^{\circ}06'55''$ West, parallel with said Southwesterly line of right-of-way, a distance of 282.77 feet to a point that is 30.00 feet Easterly of, when

Real Estate Purchase and Sales Agreement between Lake County and the City of Groveland.

measured perpendicularly to the Easterly boundary of a parcel of land presently occupied by the Lake County Welcome Center; thence run South 44°58'51" West parallel with said Easterly boundary, a distance of 80.47 feet; thence run South 32°52'37" East, a distance of 49.26 feet to the beginning of a curve concave Northeasterly, having a radius of 167.00 feet; thence run Southeasterly along said curve, having a central angle of 43°14'18", an arc length of 126.03 feet to a point that is 500.00 feet Southwesterly of, when measured perpendicularly to, the aforesaid Southwesterly line of the right-of-way of U.S. 27; thence run South 76°06'55" East, parallel with said Southwesterly line, a distance of 207.63 feet to a point on the aforesaid East line of Southwest ¼ of Northeast ¼; thence run North 01°05'30" East along said East line of Southwest ¼ of the Northeast ¼, a distance of 151.77 feet to the Point of Beginning.

AND LESS AND EXCEPT that certain parcel as recorded in Official Records Book 3637, Page 444, Public Records of Lake County, Florida, more particularly described as follows:

Alt Key: 3834622

A portion of Lot 2, LAKE COUNTY CENTRAL PARK, recorded in Plat Book 35, Pages 1 through 5 inclusive, Public Records of Lake County, Florida described as follows:

Begin at the Southeast corner of said Lot 2, LAKE COUNTY CENTRAL PARK, recorded in Plat Book 35, Pages 1 through 5 inclusive, Public Records of Lake County, Florida thence run N 89°58'25" W along the South line of said Lot 2 for a distance of 351.48 feet to the Southwesterly boundary of said Lot 2; thence run along said Southwesterly boundary of Lot 2 the following courses and distance: thence run N 00°00'57" E for a distance of 128.38 feet to the angle point; thence run N 32°26'26" W for a distance of 139.51 feet to the angle point; thence run N 55°03'35" W for a distance of 310.33 feet to the East right of way line of Independence Boulevard and the beginning of a non-tangent curve concave to the Northwest, having a radius of 400.00 feet and a chord bearing of N 31°05'01" E; thence run Northeasterly along the arc of said curve for a distance of 391.72 feet through a central angle of 58°38'05" to the beginning of a reverse curve concave to the East, having a radius of 700.00 feet and a chord bearing of N 02°40'12" E; Thence run Northerly along said East right of way line of Independence Boulevard and the arc of said curve for a distance of 21.09 feet through a central angle of 01°43'33" to the end of said curve; thence run S 82°27'05" E for a distance of 79.41 feet; thence run S 50°19'23" E for a distance of 140.01 feet to the South line of a 66 feet wide ingress/egress easement recorded in Official Records Book 2323, Pages 1672-1674, Public Records of Lake County, Florida; thence run S 32°51'54" E along said South line for a distance of 100.22 feet to the beginning of a non-tangent curve concave to the Northeast, having a radius of 233.00 feet and a chord bearing of S 54°29'07" E; thence run Southeasterly along said South line and the arc of said curve for a distance of 175.85 feet through a central angle of 43°14'33" to the end of said curve and the end of said ingress/egress easement; thence run S 76°06'01" E for a distance of 223.72 feet to the East line of said Lot 2; thence run S 00°01'21" W along said East line for a distance of 338.18 feet to the Point of Beginning. Together with a non-exclusive easement for ingress/egress over and across that certain real property described in Official Records Book 2323, Pages 1672-1674 in the Public Records of Lake County, Florida.

Gwen Walker

From: Chief Willie Morgan
Sent: Friday, October 07, 2016 12:31 PM
To: Gwen Walker
Cc: Anita Geraci-Carver (anita@agclaw.net); Lisa Cortese
Subject: RE: Welcome Center Purchase

We need to put a station in that area so that all properties in the City are afforded services comparable to those offered to other parts of the City. Right now, the US27 corridor does not have fire protection as recognized by ISO, as there are no fire stations within a five mile driving distance. I estimate that construction costs for a new two-truck station will top 1.3 million; this is excluding the cost of land. I'm basing this on Lake County's construction cost for their last station. Considering that the welcome center can be bought and retrofitted as a fire station for less than 1M makes this very attractive, with or without the Villa City project. The general layout of the building is fine, with the majority of the retrofitting consisting of a fire sprinkler system, the addition of two showers, and the construction of a two-truck bay on the existing circular driveway. Impervious areas are not changed or increased, eliminating the need for site work. Also, the location US27 and near the center of our city limits along that corridor, makes it equally accessible to the whole northern region of the City, including the Villa City project.

I think securing the acquisition of the welcome center property at this time will save the City over a million dollars when compared to building a new station with land, civil, architectural, and construction costs.

From: Gwen Walker
Sent: Friday, October 07, 2016 11:40 AM
To: Chief Willie Morgan <willie.morgan@groveland-fl.gov>
Cc: Anita Geraci-Carver (anita@agclaw.net) <anita@agclaw.net>; Lisa Cortese <lisa.cortese@groveland-fl.gov>
Subject: Welcome Center Purchase

Willie,

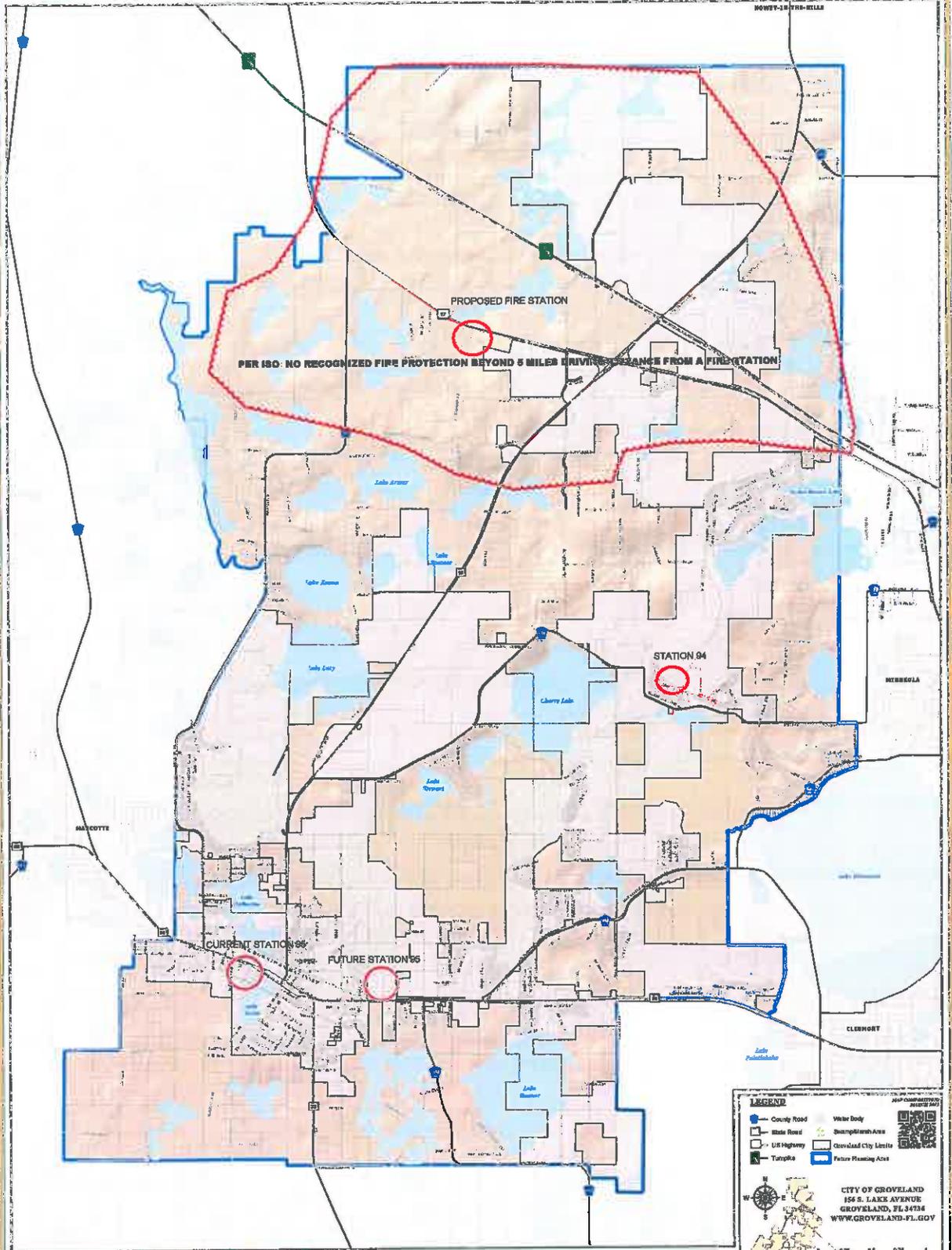
What are your thoughts on moving forward with the purchase of the welcome center? Do we need to take action so that they "hold" it for us?

*Gwen Walker
Interim City Manager
City of Groveland, Florida
352-429-2141 Ext. 236*



CITY OF GROVELAND LAKE COUNTY, FLORIDA

MUNICIPAL LIMITS AND FUTURE PLANNING AREA



LEGEND

- County Road
- State Road
- US Highway
- Turquoise
- Water Body
- Shoal/marsh Area
- City Limits
- Future Planning Area

CITY OF GROVELAND
156 S. LAKE AVENUE
GROVELAND, FL 34466
WWW.GROVELAND-FL.GOV

SCALE
0 0.25 0.5 0.75
1 INCH EQUALS 0.25 MILES

DATA SOURCES:
City of Groveland - GIS Data
Lake County - GIS Data
USGS - Topographic Data
Aerial Photography
The map is for informational purposes only and does not constitute a warranty of any kind. The City of Groveland and Lake County Board of County Commissioners disclaim any liability for any damages, including consequential damages, arising from the use of this map. The map is not to be used for any other purpose without the express written consent of the City of Groveland and Lake County Board of County Commissioners.



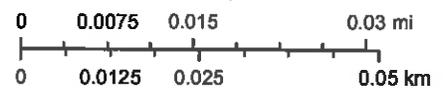
Welcome aerial



October 11, 2016

1:1,000

-  County Boundary
-  Tax Parcels
- Street Names
-  Surrounding Counties
- Local Streets
- Property Name
- Tax Parcels Alternate Key







WELCOME
TO
LAKE COUNTY

EXIT





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 17, 2016

ITEM NUMBER: 5

AGENDA ITEM: Discussion re: City Manager Search

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker, Interim City Manager

DATE: October 11, 2016

BACKGROUND:

Attached please find the job description for the position of City Manager. Also included are some job postings that I took off of the ICMA website that may prove of value to you as you discuss amongst yourselves what you expect of your next City Manager and the attributes that you feel are necessary to move the City forward.

STAFF RECOMMENDATION: Set a workshop date to discuss this topic.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

CITY OF GROVELAND

JOB TITLE: City Manager

Pay Range: 50 (76,715-117,915)

GENERAL DESCRIPTION:

This position is the highest level of management within the municipal organization. The incumbent serves as the City's Chief Executive Officer. He/She manages the City's affairs under the broad policies and direction of the City Council. The incumbent is responsible for planning, organizing, directing and coordinating the activities of all utility and general fund departments. The work is performed independently and requires a great deal of initiative and sound judgement. General supervision is received from the City Council. Work is reviewed through observation of daily activities, conferences, reports and results achieved.

ESSENTIAL JOB FUNCTIONS:

1. Supervises and coordinates the administrative affairs and activities of the City.
2. Implements programs, actions and plans consistent with the policy direction of the City Council.
3. Reviews the City Council meeting agenda; evaluates departmental and citizen requests; makes recommendations on agenda items.
4. Attends all City Council meetings.
5. Promulgates, monitors compliance and reports results of policies established by the City Council.
6. Represents the City in intergovernmental relationships.
7. Analyzes proposed state and federal legislation and makes recommendations to the City Council for positions on proposed legislation.
8. Develops and recommends an annual operating budget based on revenue projections, proposed goals, work programs and projects authorized by the City Council.
9. Prepares proposed capital improvement budget based on long-range plans for acquiring, constructing and improving buildings and City facilities.
10. Reviews and recommends organizational staffing as part of the budget process.
11. Monitors financial reports and makes recommendations to the City Council of changes that may be necessary to stay within the approved budget.
12. Directs research in administrative practices to bring about greater efficiency and economy in the City government; develops and recommends long-range plans to the City Council to improve City operations.
13. Assists Department Heads in solving problems which inhibit efficient operations within or create friction between departments.
14. Directs the development of training and leadership programs for employees.
15. Periodically reviews and monitors City policies and procedures.
16. Serves as a member of the Personnel Committee and makes recommendations to the Committee regarding enforcement of and desired revisions to the personnel policies.
17. Receives and reviews complaints from the public; channels them to the appropriate department, and ensures follow-up action is taken to resolve them.
18. Confers with elected officials on matters of budget and policy.
19. Confers with other local jurisdictions, state and federal officials as needed.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

MINIMUM QUALIFICATIONS:

KNOWLEDGE, ABILITIES, AND SKILLS:

1. Extensive knowledge of the ordinances, policies and procedures of the City.
2. Extensive knowledge of the organization, function and activities of municipal government.
3. Extensive knowledge of the principles, practices and methods of accounting and public finance administration.
4. Extensive knowledge of water and wastewater operations.
5. Considerable knowledge of electronic data processing.
6. Considerable knowledge of modern office practices, methods and equipment.
7. Ability to meet successfully with public officials, Department Heads and the general public, and establish and maintain effective working relationships with these groups.
8. Skill in the use of general office equipment.
9. Ability to plan, organize and direct the work of a large diversified staff engaged in utilities, general municipal government and related matters.
10. Ability to evaluate existing policies, methods, procedures and practices and recommend necessary changes.
11. Ability to prepare annual budgets.
12. Ability to speak and write effectively.
13. Ability to operate a City vehicle.

EDUCATION AND EXPERIENCE

1. Graduation from a four (4) year college or university with a major in public administration, MBA preferred.
2. Eight (8) or more years of progressively responsible professional experience in municipal government.
3. Considerable experience in budget preparation.

(A comparable amount of training, education, or experience can be substituted for the minimum qualifications.)

LICENSES, CERTIFICATIONS, OR REGISTRATIONS

Must possess a valid State of Florida Class E/operator driver's license.

ESSENTIAL PHYSICAL SKILLS:

Must have the physical ability, strength, capability and flexibility sufficient to perform the job functions in the work environment.

ENVIRONMENTAL CONDITIONS:

Works primarily inside in an office environment, and occasionally outside in various weather conditions.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

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City Manager

City of Mary Esther, FL

POSTED	Sep 22 2016
DEADLINE	Oct 21 2016
SALARY	\$70,000 - \$80,000
CREDENTIAL	ICMA credential preferred What's this?
JOB FUNCTION	Chief Administrator (City/County Manager)
TYPE	Full Time

RELATED TOPICS

Performance Management and Analytics

LOCATION

POPULATION	3,851
SEASONAL POPULATION	3,800
WEBSITE	www.cityofmaryesther.com
TYPE	City
ADDRESS	195 N Christobal Rd Mary Esther , FL 32569-1911
FORM OF GOVT	Council-Manager (City)
RECOGNITION	Chief appointed official position was recognized by ICMA in 1989 as a Council-Manager position.
TURNOVER	2 chief appointed officials in the past 10 years

The City of Mary Esther, FL "Star of the Emerald Coast" is accepting applications for City Manager. Mary Esther has many substantial attributes to capitalize on and accordingly is a prime location for revitalization. Conveying those attributes to the attention of the right people will be critical. Further, not just any development will do. The environment is delicate, with a constituent group of the community concerned with change. So marketing will be important in terms of both attracting new businesses and assuring the public that the proposed development is right for

the region. Additionally, while the economy is escalating, in the immediate future revenues are limited. Further, many of those living in the City are on fixed incomes indicating they discard the notion of tax increase necessity. Nevertheless they are also unwilling to accept cuts in services. Consequently, preservation of critical resources will be paramount. Tourism is a critical component of the economy and will require judicious management of the requisite benefits and service impacts.

The ideal candidate will be imaginative but down to earth and practical – with a progressive focus on identifying solutions. The Council expects the new manager to be ambitious, self-motivated, have outstanding communications skills and a “can do” attitude. The manager will be somebody who keeps the elected officials well informed and presents them with compelling suggestions as well as alternative options. He/ she must earn their trust and be a respected mentor – not a “yes” man or woman. This manager will work collaboratively with staff, not only providing direction and delegation; but empowering the staff to be entrepreneurial. Micromanagement will be suppressed and replaced with respectful, professional leadership; setting priorities, providing resources, cultivating high expectations and securing accountability throughout the organization.

The ideal candidate will have a proven track record in finance; particularly in budgeting, grants and expense reduction. Contract management will also be an essential skill as some key city services are contracted out. The manager must understand and utilize current information systems to improve city operations. The most qualified candidates will have at least five years experience as a City Manager or Assistant City Manager. He or she is expected to have at least a bachelor's degree in business administration, public administration, urban planning or a related field. A Master's Degree and/or ICMA Credentialing are highly desirable. The hiring range for the new City Manager is \$70,000 to \$80,000 combined with a competitive benefits package. This is an outstanding career opportunity, as the city has employed only three city managers over the past twenty-nine years. The City of Mary Esther is an equal opportunity employer and operates as a drug-free workplace.

HOW TO APPLY

Submit your resume, cover letter and professional references to Ms. Dana Williams, City Clerk, 195 Christobal Rd. N. Mary Esther, FL 32569 or email to cclk@cityofmaryesther.com.

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City Manager

City of Haines City, FL

POSTED: Aug 18 2016
DEADLINE: Oct 15 2016
SALARY: (DOQ - Contract Negotiable)
REFERENCE #: 2016 City Manager
CREDENTIAL: ICMA credential preferred [What's this?](#)
JOB FUNCTION: Chief Administrator (City/County Manager)
TYPE: Full Time

RELATED TOPICS

Management



JOB LOCATION: 620 E. Main Street, Haines City, Florida 33844
POPULATION: 22,000
WEBSITE: hainescity.com/government/departments/human-resources/jobs/
TYPE: City
ADDRESS: PO Box 1507
 Haines City, FL 33845-1507
FORM OF GOV: Council-Manager (City)

RECOGNITION: Chief appointed official position was recognized by ICMA in 1925 as a Council-Manager position.

The City of Haines City is seeking a qualified candidate to fill its vacant City Manager position. The ideal candidate will possess the required knowledge and experience normally obtained through the completion of an advanced education from an accredited educational institution of higher learning resulting in a Bachelor's Degree in Public Administration, Finance, Business, or related field and at least seven (7) years of Executive management level work related experience in Municipal Government, Finance, Business or related field. An ICMA Credentialed Manager certification and Master's Degree are highly preferred.

Haines City is a Manager form of government. Appointed by the City Commission, this position is a politically neutral appointment. The ideal candidate for this position is someone who possesses the upmost level of "Professionalism. Responsiveness. Integrity. Diversity. Ethics. (PRIDE)", and is willing to do what is absolutely right, despite what is popular. This individual will be an important member of the Executive Management Team. Their input and guidance will assist the City Commission and Community in addressing the issues of a growing and thriving community.

The City Manager works directly for the City Commission and assists them in ensuring long-term fiscal sustainability in a way that positions Haines City to be responsive to the changing economic challenges while continually looking to strengthening the City's financial position. Conservative principles are certainly core attributes; however, this individual must understand and be able to utilize complex reasoning and common sense in advising the City Commission on all City related matters.

The next City Manager will be tasked with several key issues within the first three (3) years of services involving the fiscal management of City resources and community enhancement. Therefore, the successful candidate must have proven experience, as well as be well-versed, in debt management and issuance, creating and revamping fiscal policies, public utilities and enterprise funding, redevelopment and economic development advancements and marketing strategies, and collective bargaining.

In this organization, teamwork is of the utmost importance. We encourage a collegial atmosphere that allows colleagues to work amongst one another for the sole purpose of providing exceptional government services. The successful incumbent must possess the ability to successfully work with a diverse workforce and community with professionalism, integrity, and ethics. This particular person will be tasked with creating synergy and a positive work environment.

As a professional Executive reporting to the City Commission, the candidate must be a strong communicator, both verbally and in written practice, as the position is required to attend and present at City Commission and other public meetings on complex items. A proven track record of leadership, integrity, finance, and managing difficult situations is a must. An ability to establish and maintain a professional demeanor and effective working relationships with employees, other

government representatives, contractors, partners, consultants, vendors, the media and general public is essential.

The City Manager position is a contracted and appointment position. The potential annual earnings for this position is contingent upon qualifications. Haines City is an equal opportunity employer. Minorities and women are encouraged to apply. Under Florida law, all applications are a public record and subject to disclosure.

BROCHURE/ADDITIONAL JOB DETAILS

For a detailed position brochure, please click the following link: <http://hainescity.co..>

HOW TO APPLY

All interested applicants are encouraged to visit www.hainescity.com for a detailed position brochure, which provides all of the position duties and requirements, and application process. Deadline for applying is 5:00 p.m. (EST) October 15, 2016.

CITY OF HAINES CITY, FL

Nestled in beautiful Central Polk County Florida, Haines City was founded in 1885 and incorporated in 1914. It is home to some of the most beautiful natural scenery in the State. Haines City is a very diverse community, both ethnically and socially, that strives to provide exceptional public service.

With more than 22,000 residents, Haines City is the third largest City in Polk County. Because of its progressive economic development strategy, the City enjoys an affordable cost of living, strong economic base, and diverse community that is steeped in history and tradition.

Having begun its journey in the agricultural industry, Haines City is positioned to become a leader within Polk County in economic development and growth over the next several decades. Home to large and active commercial thoroughfares and being in close proximity to the largest metropolitan areas within the State of Florida (e.g., Orlando-Kissimmee-Sanford, Tampa-St. Petersburg-Clearwater), Haines City is the up-and-coming prime location for the future. Major businesses that are already established include the Heart of Florida Regional Medical Center, one of the State's largest School Districts, and two great schools – Bethune Academy and Haines City High School. Bethune Academy is a magnet school. Haines City High School has an International Baccalaureate program that rivals some of the best in the Country.

Even as it evolves, Haines City is helping to grow Florida's future with its hometown values and community pride. Its people, businesses, nonprofit organizations and government take great pride in their community as they work side by side, giving an equitable balance of attention to community, livability, and the development of industrial growth. From recreational to natural amenities to a thriving economic future, Haines City has much to offer any resident.

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City Manager

City of Athens, TN

POSTED Oct 6 2016
DEADLINE Oct 31 2016
SALARY \$80,000 - \$115,000 (DOQ)
JOB FUNCTION Chief Administrator (City/County Manager)
TYPE Full Time

RELATED TOPICS

Management



JOB LOCATION 815 North Jackson Street, Athens, TN 37303

POPULATION 13,458

WEBSITE www.cityofathenstn.com

TYPE City

ADDRESS PO Box 849
Athens, TN 37371-0849

FORM OF GOVT Council-Manager (City)

RECOGNITION Chief appointed official position was recognized by ICMA in 1953 as a Council-Manager position.

The city of Athens is searching for its next city manager. There is a long history of stability and excellent leadership in Athens with the current city manager retiring after 17 years. Only 8 managers since ICMA (CM) recognized in 1953, 4 city managers since 1969.

The city has a population of 13,458 and encompasses 14 square miles. Athens is a full service city with a workforce of 111 full time employees with 8 department heads. Athens recently won designation as a Main Street America, has multiple successful industrial parks with site expansion available, a university and a technical college, and an engaged citizenry. The city holds a Aa3 bond rating and has a general fund budget of approximately \$16.5 million.

The city manager reports to a five member non-partisan city council who is elected to four year staggered terms and meets twice a month.

The position requires a bachelor's degree in management, political science or a related field; yet a Master of Public Administration degree is preferred. Three to five years of experience managing a city is required, but at least ten years is preferred. The ideal candidate will have city manager or assistant city manager experience in a full service city. The position demands a high level of internal motivation, interpersonal skills, financial expertise, leadership abilities, economic development skills, knowledge of intergovernmental relations, and a strong desire to serve the public.

For more details about the position, please visit the city's website at <http://www.cityofathenstn.com/citymanagersearch> Athens is subject to the Tennessee Open Records Act. Background checks will be conducted. EOE

HOW TO APPLY

Interested parties can send their cover letter along with resume and references to Mayor, In care of Human Resource Director, City of Athens, P.O. Box 849, Athens, TN 37371-0849 or by email at rbrown@cityofathenstn.com. Questions should be directed to Rita Brown, Human Resource Director at 423-744-2703.

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REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 17, 2016

ITEM NUMBER: 6

AGENDA ITEM: Resolution 2016-10-28: Autism Inclusion

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Anita Geraci-Carver, City Attorney
--

DATE: October 10, 2016

BACKGROUND: The City of Minneola adopted a resolution declaring principles of inclusion for individuals with autism and other special needs, and urged the City of Groveland to adopt a similar resolution.

The City Council directed a resolution be brought forward at a future meeting for Council's consideration.

STAFF RECOMMENDATION: Motion to Approve Resolution

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2016-10-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, DECLARING PRINCIPLES OF INCLUSION FOR INDIVIDUALS WITH AUTISM AND OTHER SPECIAL NEEDS, AND URGING ACTION BY NATIONAL, STATE, AND LOCAL GOVERNMENTS, BUSINESSES, AND RESIDENTIAL COMMUNITIES CONSISTENT WITH THESE PRINCIPALS.

WHEREAS, April is National Autism Awareness Month, which provides as opportunity to reflect on the inherent dignity of all human beings, and the importance of including and accommodating children and adults on the autism spectrum, as well as children and adults with other special needs and disabilities in all aspects of daily life; and

WHEREAS, approximately 1 in 68 children have an autism spectrum disorder according to a recent report from the Centers for Disease Control and Prevention, and approximately 1 in 5 individuals have a disability according to the 2010 U.S. Census; and

WHEREAS, the United States of America is a signatory of the United Nations Convention of the Rights of Persons with Disabilities, which supports inclusion and accommodation of children and adults with special needs and disabilities; and

WHEREAS, the Convention has identified the following core principles of inclusion:

- a. Respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons;
- b. Non-discrimination;
- c. Full and effective participation and inclusion in society;
- d. Respect for difference and acceptance of persons with disabilities as part of human diversity and humanity;
- e. Equality of opportunity;
- f. Accessibility;
- g. Equality between men and women;
- h. Respect for the evolving capacities of children with disabilities and respect for the right of children with disabilities to preserve their identifies; and

WHEREAS, inclusion is an attitude, an approach, and a mindset, which welcomes and facilitates participation by those with disabilities and special needs, and encourages accommodations beyond those required by law; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA as follows:

Section 1.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2.

The City expresses its commitment to the principle of inclusion of children and adults with special needs and disabilities in all aspects of its governance and services, and seeks to welcome and facilitate such participation.

Section 3.

The City urges businesses to express their commitment to the principal of inclusion in both employment and commerce.

Section 4.

The City urges developers, homeowner associations, and condominium associations to adopt policies supporting the principle of inclusion in residential communities.

Section 5.

The City urges universities and other places of learning to prioritize programs supporting inclusion of individuals with special needs and disabilities.

Section 6.

The City urges national, state, and local governments to express their commitment to the principal of inclusion as well, and to continue expanding services to children and adults with special needs and disabilities.

Section 7.

The City Clerk is directed to send a copy of this resolution to the National League of Cities, National Association of Counties, Florida League of Cities, Florida Association of Counties, Lake County League of Cities, Lake County, Lake County School Board, and municipalities in Lake County.

Section 8.

EFFECTIVE DATE. This Resolution shall become effective upon adoption here.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida this _____ day of _____, 2016.

TIM LOUCKS, MAYOR

City of Groveland, Florida

ATTEST:

Teresa Maxwell, City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 17, 2016

ITEM NUMBER: 7

AGENDA ITEM: Resolution 2016-10-29: Final Plat – Eagle Pointe Phase 4

CITY GOAL: Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.

PREPARED BY: Jodi Nentwick, Senior Planner

DATE: October 11, 2016

BACKGROUND:

The Property consists of 24.99 acres and is currently zoned Planned Unit Development (PUD)

The Property has a Future Land Use designation of Single Family Medium Density. The plat was approved Phases 1-4 and provides for the following:

- 79 Single Family Houses
- Minimum lot size is none. Minimum lot width is 50 feet.
- Setbacks which are consistent with the zoning and are as follows:
 - - Front 20 feet
 - Side 5 feet
 - Side Corner 10 feet
 - Rear 10 feet

This is the Final Phase within the PUD.

STAFF RECOMMENDATION: Motion to Approve Resolution 2016-10-29

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2016-10-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, GRANTING FINAL PLAT APPROVAL OF PHASE 4, EAGLE POINT SUBDIVISION GENERALLY LOCATED AT SILVER EAGLE ROAD, GROVELAND, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has petitioned for final plat approval of Phase 4 within the Eagle Pointe subdivision; and

WHEREAS, the subject property consists of 24.99 +/- acres, has a future land use designation of Single Family Medium Density and is zoned Planned Unit Development - residential; and

WHEREAS, the Local Planning Agency and the City Council of the City of Groveland have considered the application in accordance with the procedures for granting Final Plat Approval set forth in Section 145-48 of the City of Groveland Land Development Code;

WHEREAS, the Local Planning Agency recommended approval of the Final Plat;

WHEREAS, the City Council finds that the Final Plat of Phase 4, Eagle Pointe is in compliance with the City's land development regulations.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Granting of Final Plat Approval.

Approval of the Final Plat of Phase 4, Eagle Pointe consisting of 79 single family homes, a copy of which is attached hereto, is GRANTED.

Section 2. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida this 17th day of October, 2016.

TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

Teresa Maxwell, City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		

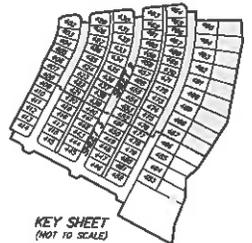
EAGLE POINTE PHASE IV A REPLAT

REPLATING A PORTION OF PARCELS 1, 2 AND 3,
EAGLE POINTE, PHASE I, AS RECORDED IN PLAT BOOK 58, PAGES 36 THROUGH 42
LOCATED IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST
CITY OF GROVELAND, LAKE COUNTY, FLORIDA

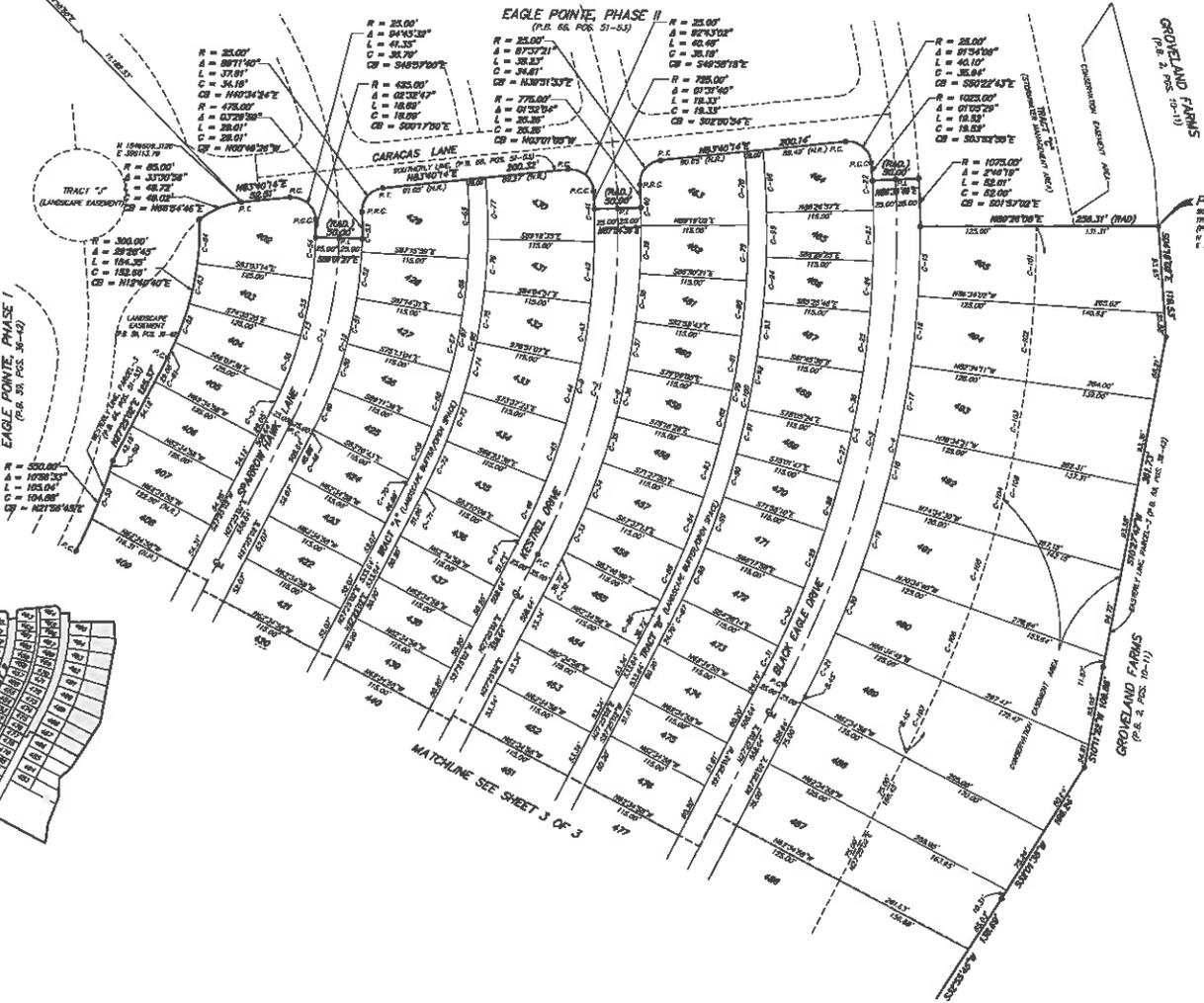
FOUND ON NEW
ALUMINUM SURF
ZEMING SURF



SCALE 1"=60'



KEY SHEET
(NOT TO SCALE)



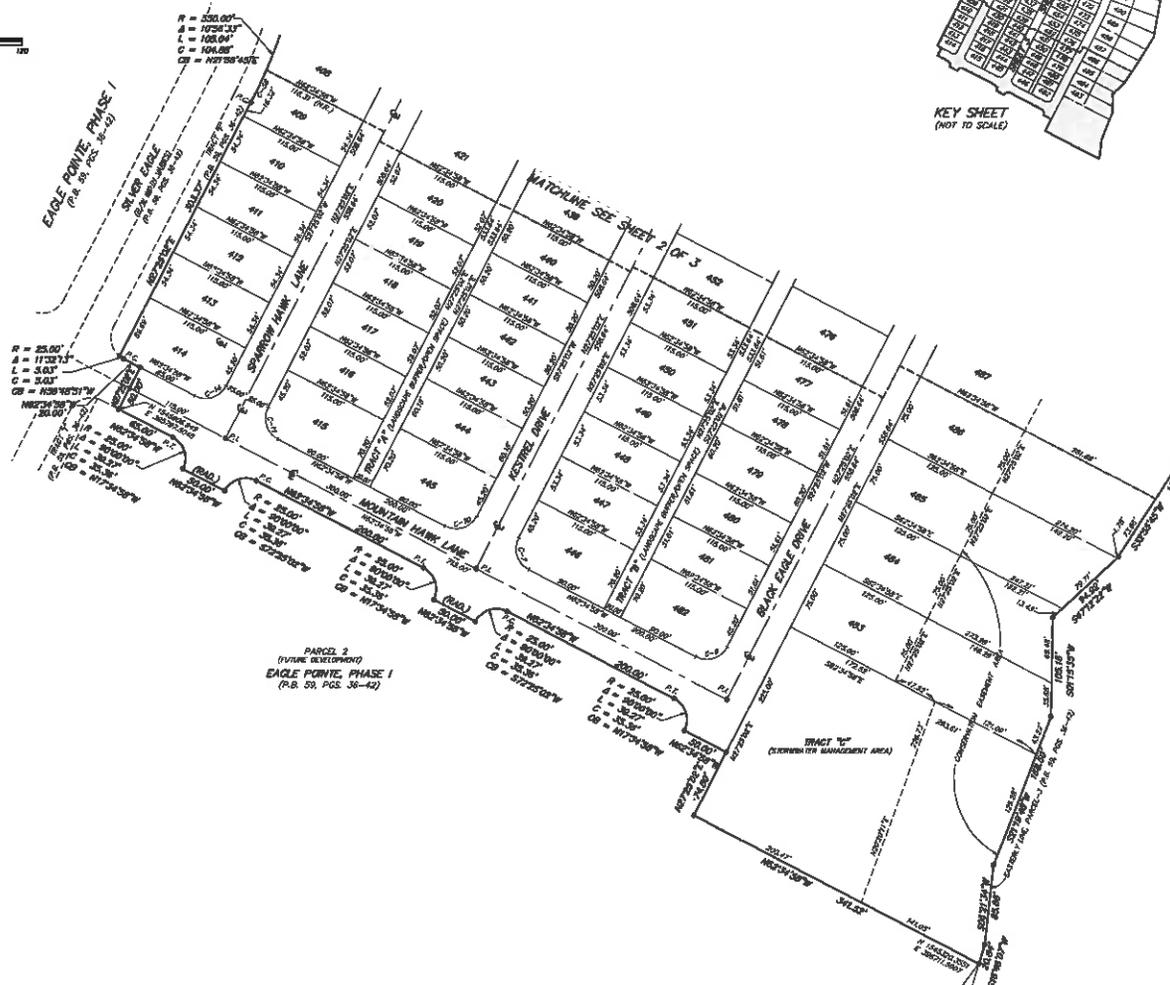
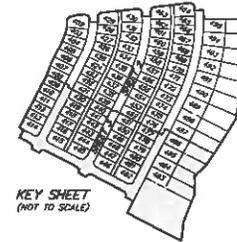
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99	1000.00	1000.00	1000.00	1000.00	1000.00
100	1000.00	1000.00	1000.00	1000.00	1000.00

EAGLE POINTE PHASE IV A REPLAT

REPLATTING A PORTION OF PARCELS 1, 2 AND 3,
EAGLE POINTE, PHASE I, AS RECORDED IN PLAT BOOK 59, PAGES 36 THROUGH 42
LOCATED IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST
CITY OF GROVELAND, LAKE COUNTY, FLORIDA

SHEET 3 OF 3

PLAT BOOK _____ PAGE _____





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 17, 2016

ITEM NUMBER: 8

AGENDA ITEM: Ordinance 2016-10-22: Rezoning to PUD – West Villas

CITY GOAL: Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.

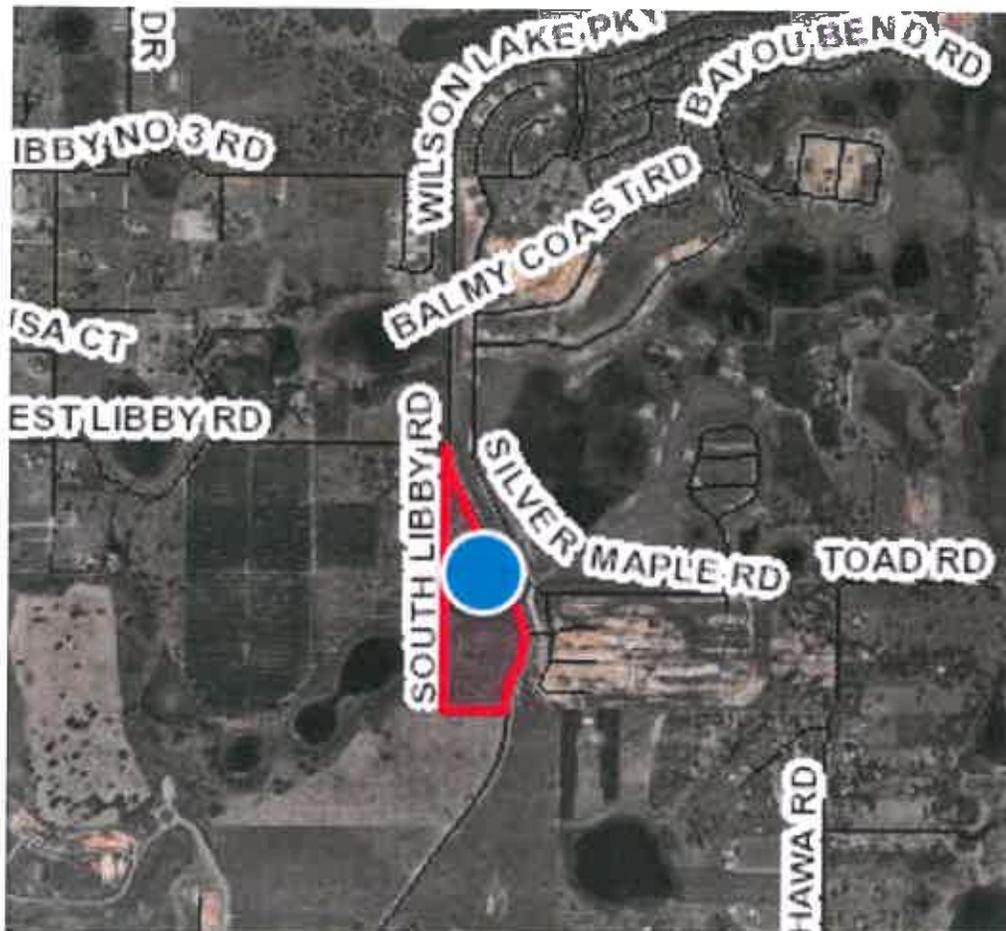
PREPARED BY: Robby Lewis, Interim City Planner

DATE: October 11, 2016

PROPERTY LOCATION: The subject property is located on the west side of Wilson Lake Parkway, about one and one-half miles south of US 27, and about one-mile north of Cherry Lake Road (CR 478), near the Trilogy community.

BACKGROUND:

The subject property is currently vacant containing 30.16 +/- acres, and is owned by the City of Groveland. Please see **West Villas PUD Site Plan Location Map** below for the location, surrounding uses and road network in the vicinity of the subject property.



"The city with a future, watch us grow!"

The property had been part of the Cascades/Trilogy PUD, originally intended for commercial uses. On February 1, 2016, the City Council adopted a comprehensive plan amendment to change the future land use designation of the subject property to Single Family Medium Density Residential (SFMD), to match the rest of the Trilogy PUD.

Several years ago the subject property was conveyed to the City by the Cascades/Trilogy developer, in exchange for recreation impact fee credits. Since then, the City has been marketing the property for sale, intending to use the proceeds from selling the property to cover the recreation impact fees that would have been paid by the Trilogy PUD residential development. Any new residential development on the subject property would still need to pay recreation impact fees.

The proposed PUD zoning for the property is consistent with the SFMD future land use designation of the property. This PUD zoning anticipates a single family subdivision with a minimum lot size of 6,000 square feet and minimum lot width of 50 feet. There will also be a small wetland area which will be preserved, as well as roughly 4 acres of additional open space. A Preliminary Subdivision Plan (PSP) for the subject property is also currently under review including 87 lots, which is consistent with the proposed PUD zoning. The West Villas PUD as proposed and presented in the PSP currently under review will be similar to the residential development in the adjacent Trilogy PUD.

The first public hearings for this PUD zoning ordinance are being held tonight. The second public hearings for the PUD ordinance will be held to adopt the proposed ordinance at the first Local Planning Agency and City Council meetings in November. The PSP for the proposed subdivision on the subject property will also be considered by the Local Planning Agency and the City Council on that date.

STAFF RECOMMENDATION: Motion to Approve Ordinance 2016-10-22

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

Record and Return to:
City of Groveland
Attn: Community Development Dept.
156 S. Lake Avenue
Groveland, FL 34736

ORDINANCE 2016-10-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, ASSIGNING A ZONING DESIGNATION OF CITY OF GROVELAND PLANNED UNIT DEVELOPMENT (PUD) FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF GROVELAND, FLORIDA; OWNED BY THE CITY OF GROVELAND, AND LOCATED AT WILSON LAKE PARKWAY, GROVELAND, LAKE COUNTY, FLORIDA, PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Groveland, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Groveland, Florida, shall hereafter be designated as PUD as defined in the Groveland Land Development Regulations.

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN N89°45'38"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 697.58 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N89°45'38"W, ALONG SAID SOUTH LINE, A DISTANCE OF 626.26 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE DEPARTING SAID SOUTH LINE RUN N00°17'40"E, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 2636.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILSON LAKE PARKWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 2868, PAGES 164-172, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S89°42'20"E, A DISTANCE OF 4.82 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 23°35'45" AND A RADIUS OF 890.00 FEET; THENCE FROM A TANGENT BEARING OF S03°03'28"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 366.52 FEET TO THE POINT OF TANGENCY; THENCE S26°39'13"E, A DISTANCE OF 1117.88 FEET; THENCE S63°20'47"W, A DISTANCE OF 15.00 FEET; THENCE S26°39'13"E, A DISTANCE OF 301.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 50°19'00" AND A RADIUS OF 645.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 566.43 FEET; THENCE DEPARTING SAID CURVE, RUN S06°20'13"E, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 06°43'40" AND A RADIUS OF 660.00 FEET; THENCE FROM A TANGENT BEARING OF S23°39'47"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 30°23'34" AND A RADIUS OF 740.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 397.53 FEET TO THE POINT OF TANGENCY; THENCE S00°00'07"E, A DISTANCE OF 14.71 FEET TO THE POINT OF BEGINNING.

Section 2: Zoning Classification.

That the property being so designated as PUD is subject to the following terms and conditions;

General

Development of this Project shall be governed by the contents of this document and applicable sections of the City of Groveland Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City.

Where in conflict, the terms of this document shall take precedence over the City of Groveland Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.

Unless otherwise notes, the definition of all terms shall be the same as the definitions set forth in the City of Groveland Land Development Regulations.

Purpose

The purpose of this PUD is to:

1. Create an attractive and high quality environment which is compatible with the scale and character of the local environment;
2. Develop a residential area that is safe, comfortable and attractive to pedestrians;
3. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
4. Provide a network of open space; and
5. Provide for a diversity of lot sizes and housing choices to accommodate a variety of age and income groups, and residential preferences, so that the City's population diversity may be maintained.

Land Uses

The Conceptual Development Plan for the Project is attached hereto as **Exhibit A** and is an integral part of this PUD document. Elements in the Conceptual Development Plan include single-family detached homes and recreation. The approximate acreage devoted to each land use shall be as follows:

Residential:	17.64+/- acres
Park Land and Facilities:	2.00 +/- acres
Open Space	9.24 +/- acres
• Open	1.37 acres
• Dry Retention	5.32 acres
• Landscape buffers/tracts	2.55 acres
Conservation (wetlands/buffer)	0.68 +/- acres

Residential

The residential development shall be comprised of single family detached homes and shall not exceed 87 units.

Setbacks

The following setbacks shall be applied to single family dwelling units.

Front: 20 feet
Rear: 10 feet
Side: 5 feet, except 15 feet for corner lots at street side

Lot Size

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. The minimum lot size is 6,000 square feet.

Dwelling Size

The minimum dwelling size for all single family residences shall be 1,500 square feet of heated/air conditioned space under roof exclusive of garage, carports and porches.

Lot Width

In accordance with the principle of providing diversity within the development a variety of lot widths shall be permitted in the range of 50-100 feet. The minimum lot width at building line shall be 40 feet with a minimum street frontage of 20 feet.

Lot Coverage

Lots shall have a maximum lot coverage of 60% to include principal dwelling, all paved areas and swimming pools.

Height of Structures

No residential structure shall exceed 2½ stories or 35 feet in height.

Manufactured or prefabricated homes

The Owner/Developer shall adopt deed restrictions which prohibit manufactured or otherwise prefabricated homes.

Building Design

Building design will be in accordance with the Chapter 137, Article II: Architectural Standards of the City's Land Use and Development Code. The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- A diversity of housing styles, shapes and materials will be encouraged in order to create variety in the streetscape.

- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance. Owner shall submit plans for building design which offer both innovative design and sufficient additional amenities. A determination of whether the design is innovative and has sufficient additional amenities is in the sole discretion of the City. Designs and additional amenities shall, at a minimum include: diversity of elevations and architectural features which may include front porches, shutters, stone accents, a variety of color schemes, and minimum 5:12 pitch roof.
- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.
- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping should be incorporated into the overall design as a means of linking the development areas with the open spaces.
- In an effort to avoid monotony, the same home plan and elevation will not be duplicated every fourth house along the same side of any street, opposite or diagonally opposite in a residential floor plan.

Recreation and Open Space

Open space will be provided within the development site. The open space shall include, but not be limited to project buffer areas, drainage areas, retention areas and landscaped areas. While the onsite wetlands and lakes will be preserved, a maximum of 50% of the open space may be met with wetland preservation.

Parkland and Park Facilities

A minimum 0.25-acre tract shall be dedicated to the homeowner's association for ownership and maintenance to provide for recreation facilities for the residents of the subdivision. The facilities shall be approved in advance by the City, but shall be constructed and installed by the owner at its expense. The recreation facilities shall be installed no later than the date the 40th certificate of occupancy is issued for the subdivision. Facilities may include tot lot type equipment or outdoor obstacle/fitness course.

Waterfront and Wetlands Buffer Requirement

No development shall be allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet shall be maintained. No development except passive recreation, as defined in Policy 1.6.3 in Chapter 5 of the Comprehensive Plan, and lake access and maintenance authorized by the St. Johns River Water Management District, shall be permitted in wetland/lake areas.

Public Facilities

Potable Water and Wastewater

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except

temporary construction uses) on the Project. Irrigation of common areas within the Project shall be connected to City reclaim lines.

Solid Waste

Solid Waste collection shall be pursuant to City regulations, as amended.

Drainage

The maintenance of the drainage system shall be the responsibility of the Homeowners Association(s).

Transportation

All two-way streets shall have a fifty foot (50') right-of-way with a minimum 24-foot pavement and curb width. Provision shall be made for underground utilities.

All portions of the development should be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities, and the development should provide appropriate pedestrian amenities.

Street and Sidewalks

The development shall have a connected street system that serves vehicles, pedestrians and bicycles which connects to recreation facilities and adjacent residential community areas. A minimum of a five foot (5') sidewalk shall be constructed along both sides of all streets. All streets shall be constructed to the City of Groveland standards.

Streets shall be interconnected as far as practicable, employing cul-de-sacs only where essential. Where cul-de-sacs are deemed to be unavoidable, continuous pedestrian circulation shall be provided for by connecting sidewalks that link the end of the cul-de-sac with the next street (or open space).

Shade trees shall be planted within the right-of-way of all streets. Such trees shall be planted with root barriers so as not to interfere with utility lines and comply with the City's Landscape Regulations for trees in the right-of-way.

Landscaping Requirements

Landscaping will be provided in areas identified as open space. The landscaping shall conform to the landscape plan to be submitted by the applicant simultaneous with or prior to the filing of the first plat, which shall be subject to the approval of the City Council at its sole and absolute discretion. All landscaping in open spaces and right-of-way shall be maintained by the Homeowner's Association.

Species

Landscaping within the development shall emphasize native species trees, shrubs and flowers to reduce maintenance, help ensure longevity, and to reinforce the natural environment of the area. Species should be selected partly on the basis of their visual interest at different times of the year. Among the species that are recommended in this

ordinance are all trees native to Florida according to the *Guide to the Vascular Plants of Central Florida* by Richard P. Wunderlin, including, but not limited to those in the following table:

CANOPY TREES	UNDERSTORY TREES	SHRUBS
Live Oak (<i>Quercus virginiana</i>)	Drake Elm (<i>Ulmus parvifolia</i>)	Sweet Viburnum (<i>Viburnum odoratissimum</i>)
Laurel Oak (<i>Quercus laurifolia</i>)	Weeping Bottlebrush (<i>Callistemon viminalis</i>)	Sandank Viburnum (<i>Viburnum suspensum</i>)
Shumard Oak (<i>Quercus shumardii</i>)	Redbud (<i>Cercis canadensis</i>)	Privet (<i>Ligustrum lucideum</i>)
Red Maple (<i>Acer rubrum</i>),	Dogwood (<i>Cornus florida</i>)	Waxed Leaf Ligustrum (<i>Ligustrum japonicum</i>)
Sweetgum (<i>Liquidambar styraciflua</i>),	Cherry Laurel (<i>Prunus caroliniana</i>)	Podocarpus (<i>Podocarpus macrophylla</i>)
Southern Magnolia (<i>Magnolia grandiflora</i>),	Wax Myrtle (<i>Myrica cerifera</i>)	Pittosporum (<i>Pittosporum tobira</i>)
Sweet Bay (<i>Magnolia virginiana</i>)	Crape Myrtle (<i>Lagustromia indica</i>)	Saw Palmetto (<i>Serenoa repens</i>)
Bald Cypress (<i>Taxodium distichum</i>)	Red Cedar (<i>Juniperus silicicola</i>)	Azaleas (<i>Rhododendron</i> spp.)
	Loblolly Pine (<i>Pinus taeda</i>)	
	American Holly (<i>Ilex opaca</i>)	
	Sand Pine (<i>Pinus clausa</i>)	
	Slash Pine (<i>Pinus elliottii</i>)	

Canopy trees shall have a minimum DBH size of 2 inches, and understory trees a minimum of 1.5 inches, measured 4 inches above the ground upon planting. Shrubs shall be a minimum of 30 inches in height and 3 gallons immediately upon planting. All landscaped and common areas shall be properly irrigated.

The owner will be required to replace removed protected trees inch-for-inch of removed tree diameter at breast height and tree for tree. If the planting will take place on the lot, then such planting is to be performed prior to issuance of a certificate of occupancy. If the planting will take place within the common areas, then such planting is to be performed prior to the city issuing a certificate of completion for the subdivision or city accepting the conveyance of infrastructure improvements and real property, whichever occurs last; however, if neither can be accomplished for a reason acceptable to city, owner shall post a bond in an amount acceptable to city and for a duration acceptable to city until such trees are planted and viable. No lot may have less than 2 protected trees.

Lighting

Decorative street lighting shall be installed at every intersection, at the end of each cul-de-sac and at intervals of 300 feet, or as approved by the City Staff. Street lighting shall be installed by the Owner/Developer.

Utilities

All utilities shall be underground.

Signage

All signage on the Property shall be ground signage and shall comply with the City Land Use and Development Regulations.

Maintenance of Common Areas

Maintenance of all common areas within the Project shall be the responsibility of the Homeowner's Association(s) formed to govern such subdivision.

Endangered species habitat

Species and habitat survey shall be required.

Impact Fees

The Owner/Developer acknowledges that the City of Groveland has impact fees for water, wastewater, administrative, fire, police and recreation, and that the Project shall be subject to such impact fees.

Amendments

Any substantial deviation from the PUD Conceptual Development Plan, or deviation from the terms of this Ordinance, shall be approved by the City Council in accordance with the legal procedures to amend zoning ordinances.

Expiration of PUD

Actual construction consistent with this PUD – Residential approvals (including construction plan approval) must commence on the Property within 3 years of the Effective Date of this ordinance without a lapse of construction. Construction shall include infrastructure and groundwork, as well as home building. If actual construction fails to begin as required herein or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of twelve non-consecutive months collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City for a twelve-month extension prior to expiration.

Section 3: Consistent with Comprehensive Plan.

That the zoning classification is consistent with the Comprehensive Plan of the City of Groveland, Florida

Section 4: Official Zoning Map.

That the City Manager, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation.

Section 5: Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

City Clerk/Acting City Clerk

Approved as to Form:

Anita Geraci-Carver
City Attorney

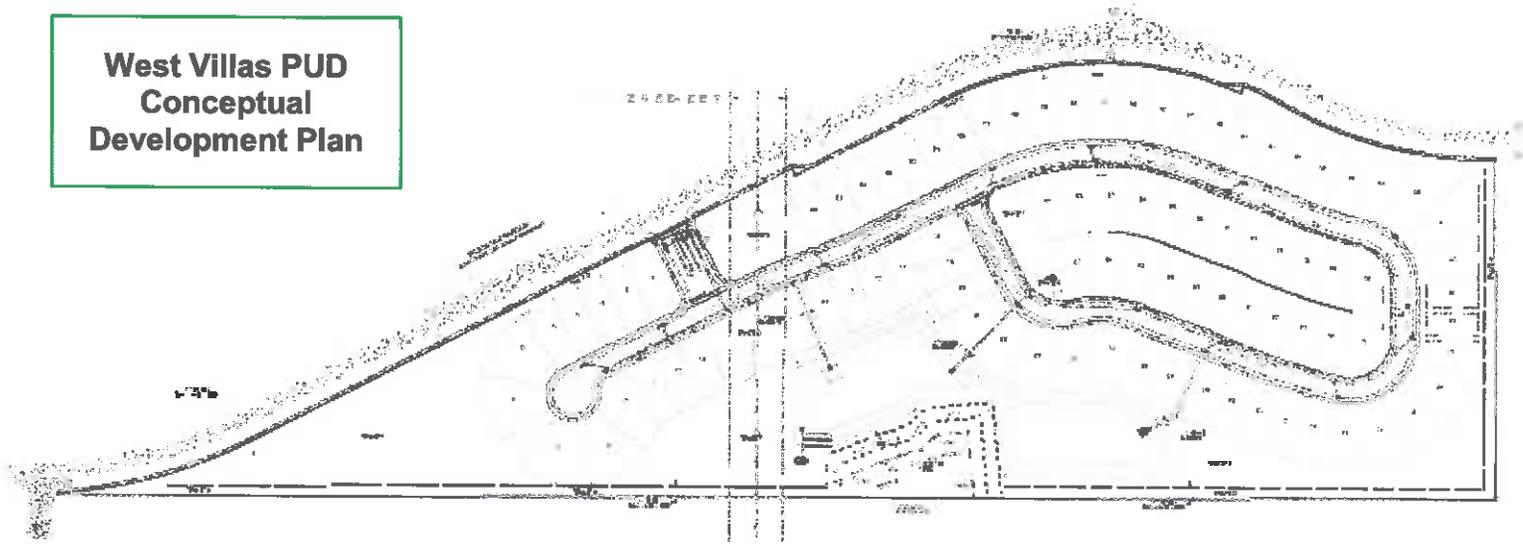
Passed First Reading _____
Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
John Griffin		
Karen McMican		
Mike Radzik		
Dina Sweatt		

EXHIBIT A

**West Villas PUD
Conceptual
Development Plan**



Received 9/2/16



City of Groveland
Planning and Zoning Application

The applicant shall be responsible for any advertising fees and all required recording fees assessed by the Lake County Clerk of Court. Invoice will be mailed, payment due on receipt.

Date: August 5, 2016 Application # _____

Applicant Name: William E. Barfield Applicant Phone# 407-478-1866
Address: 225 S Westmont Ave. Suite 2040 Applicant Fax # 866-473-0427
Altamonte Springs, Florida 32714 Email Address: wbarfield@wbarfieldlaw.com

Applicant is: Owner Agent Purchaser Lessee Optionee

Owners Name: City of Groveland Owner's Phone # 352-429-2141
Address: 156 S. Lake Ave Owner's Fax # 352-429-3852
Groveland, FL 34736 Email Address: _____

Application Type:

- Annexation
- Rezoning
- Comprehensive Plan Amendment
- Lot Split
- Lot Line Deviation
- Variance-Residential
- Site Plan Approval
- Preliminary Plat
- Variance-Commercial/Industrial
- Concurrence Review
- Construction Plan Review
- Re-Review
- Special Exception Use
- Conditional Use Permit
- Residential Design Review
- Road/Easement Vacation
- Final Plat
- Planned Unit Development
- DRI Development
- Proportionate Fair Share
- DRI Regional Development
- Other _____

Reason for Request: To rezone to be used for a subdivision.

Project Title (Site Plans, future/existing subdivisions only): Groveland I
Property Address: Wilson Lake Parkway, Groveland Property Size: 30.16
Alternate Key #s: 3881163
Property Tax I.D. #s 342125000400004300



City of Groveland
Planning and Zoning Application

Proposed Use of Property: Residential Subdivision
Existing Zoning: PUD Existing Land Use: Vacant
Would like to change Zoning to: PUD (Modification)
Would like to change Land Use to: SFMD
Current number of structures on the property: 0

What utilities currently exist on the site?

Water Reclaim Water Sewer Well Septic None

What utilities are proposed to be used?

Water Reclaim Water Sewer

Have any previous applications been filed within the last year in connection with this property?

Yes No

If yes, please describe:

Property Owner and Agent Affidavit

Date: 8/5/2016

Before me, the undersigned authority personally appeared, City of Groveland (property owner's name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires to Change zoning and land use on said property
3. That said authority (property owner) has appointed (agent's name) to act on his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:
 - A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Groveland, 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 City of Groveland, Florida, and are not returnable.
 - B. That the submittal requirements for the application have been completed and attached hereto as part of the application.
 - C. Fees are non-refundable unless the application is withdrawn in writing within five (5) business days of submittal.

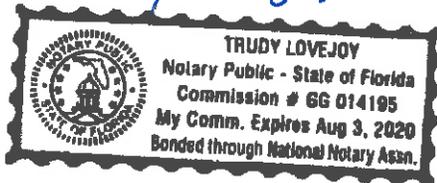
Property Owner's signature
X [Signature]

STATE OF
FLORIDA COUNTY
OF LAKE
Subscribed and sworn to (or affirmed) before
on August 16, 2016 (date) by
City of Groveland (name)
of affiant, deponent, or other signer.
He/she is personally known to me or has
presented

_____ as identification.

PUBLIC NOTARY

[Signature]



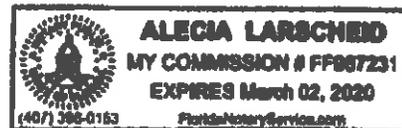
Agent's signature
[Signature]

STATE OF
FLORIDA COUNTY
OF LAKE
Subscribed and sworn to (or affirmed) before
me on August 5, 2016 (date)
William E. Barfield (name)
of affiant, deponent, or other signer.
He/she is personally known to me or has
presented

_____ as identification.

PUBLIC NOTARY

[Signature]



Note: The Property Owner(s) must sign the Affidavit(s). When an Agent is representing the case, both the Agent and the Property Owner(s) must sign the Affidavit(s).

Property Record Card

General Information

Owner Name:	CITY OF GROVELAND	Alternate Key:	3881163
Mailing Address:	156 S LAKE AVE GROVELAND, FL 34736-2597 Update Mailing Address	Parcel Number:	34-21-25-000400004300
		Millage Group and City:	00GR (GROVELAND)
		Total Certified Millage Rate:	19.78540
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	WILSON LAKE PKWY GROVELAND FL 34736 Update Property Location	Property Name:	Submit Property Name
		School Locator:	School and Bus Map

Property Description:

FROM SE COR OF SE 1/4 RUN N 89-45-38 W ALONG S LINE OF SE |
 1/4 A DIST OF 697.58 FT FOR POB, CONT N 89-45-38 W ALONG SAID S LINE A DIST OF 626.26 FT TO SW COR OF SE 1/4 OF SE |
 1/4, RUN N 0-17-40 E ALONG W LINE OF E 1/2 OF SE 1/4 A DIST |
 OF 2636.98 FT TO A POINT ON WLY R/W LINE OF WILSON LAKE |
 PARKWAY, THENCE RUN S 89-42-20 E A DIST OF 4.82 FT TO A POINT ON A CURVE CONCAVE NE'LY, HAVING A CENTRAL ANGLE OF |
 23-35-45 & A RADIUS OF 890 FT, THENCE FROM A TANGENT BEARING |
 OF S 03-03-28 E, RUN SE'LY ALONG THE ARC OF SAID CURVE A |
 DIST OF 366.52 FT TO POINT OF TANGENCY, THENCE S 26-39-13 E |
 1117.88 FT, S 63-20-47 W 15 FT, S 26-39-13 E 301.67 FT TO |
 THE POINT OF CURVATURE OF A CURVE CONCAVE WLY HAVING A |
 CENTRAL ANGLE OF 50-19-0 & A RADIUS OF 645 FT, THENCE RUN |
 S'LY ALONG THE ARC OF SAID CURVE A DIST OF 566.43 FT, THENCE |
 RUN S 66-20-13 E 15 FT TO A POINT ON A CURVE CONCAVE NWLY |
 HAVING A CENTRAL ANGLE OF 06-43-40 & A RADIUS OF 660 FT, |
 THENCE FROM A TANGENT BEARING OF S 23-39-47 W RUN SWLY |
 ALONG THE ARC OF SAID CURVE A DIST OF 77.50 FT TO THE POINT |
 OF REVERSE CURVATURE OF A CURVE CONCAVE SE'LY HAVING A |
 CENTRAL ANGLE OF 30-23-34 & A RADIUS OF 740 FT, THENCE RUN |
 SWLY ALONG THE ARC OF SAID CURVE A DIST OF 392.53 FT

TO THE
POINT OF TANGENCY, THENCE S 0-0-07 E 14.71 FT TO POB |
ORB 4014 PG 189 |

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT MUNICIPAL (8089)	0	0		26.31	AC	\$0.00	\$252,576.00
2	WETLAND (9600)	0	0		4	AC	\$0.00	\$180.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4014 / 189	2/26/2011	Warranty Deed	Unqualified	Vacant	\$980,000.00

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

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$252,756	\$252,756	\$0	5.11800	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$252,756	\$252,756	\$0	0.46290	\$0.00
SCHOOL BOARD STATE	\$252,756	\$252,756	\$0	4.62700	\$0.00
SCHOOL BOARD LOCAL	\$252,756	\$252,756	\$0	2.24800	\$0.00
CITY OF GROVELAND	\$252,756	\$252,756	\$0	5.90000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$252,756	\$252,756	\$0	0.28850	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$252,756	\$252,756	\$0	0.15240	\$0.00
LAKE COUNTY WATER AUTHORITY	\$252,756	\$252,756	\$0	0.25540	\$0.00
SOUTH LAKE HOSPITAL DIST	\$252,756	\$252,756	\$0	0.73320	\$0.00
				Total: 19.7854	Total: \$0.00

Exemptions Information

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

First Homestead Exemption (up to \$25,000)

[Learn More](#) [View the Law](#)

Additional Homestead Exemption (up to an additional \$25,000)

[Learn More](#) [View the Law](#)

Limited Income Senior Exemption (applied to county millage - up to \$50,000)

[Learn More](#) [View the Law](#)

Limited Income Senior Exemption (applied to city millage - up to \$25,000) ☺

[Learn More](#) [View the Law](#)

Limited Income Senior 25 Year Residency (county millage only - exemption amount varies)

[Learn More](#) [View the Law](#)

Widow / Widower Exemption (up to \$500)	<u>Learn More</u>	<u>View the Law</u>
Blind Exemption (up to \$500)	<u>Learn More</u>	<u>View the Law</u>
Disability Exemption (up to \$500)	<u>Learn More</u>	<u>View the Law</u>
Total Disability Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Veteran's Disability Exemption (\$5000)	<u>Learn More</u>	<u>View the Law</u>
Veteran's Total Disability Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Veteran's Combat Related Disability Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Deployed Servicemember Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Surviving Spouse of First Responder Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Conservation Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Tangible Personal Property Exemption (up to \$25,000)	<u>Learn More</u>	<u>View the Law</u>
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	<u>Learn More</u>	<u>View the Law</u>
✓ Government Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>

Exemption Savings 0

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$5,000.88**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	<u>Learn More</u>	<u>View the Law</u>
Save Our Homes Assessment Transfer (Portability)	<u>Learn More</u>	<u>View the Law</u>
Non-Homestead Assessment Limitation (10% assessed value cap)	<u>Learn More</u>	<u>View the Law</u>
Conservation Classification Assessment Limitation	<u>Learn More</u>	<u>View the Law</u>
Agricultural Classification	<u>Learn More</u>	<u>View the Law</u>

Assessment Reduction Savings 0

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 17, 2016

ITEM NUMBER: 9

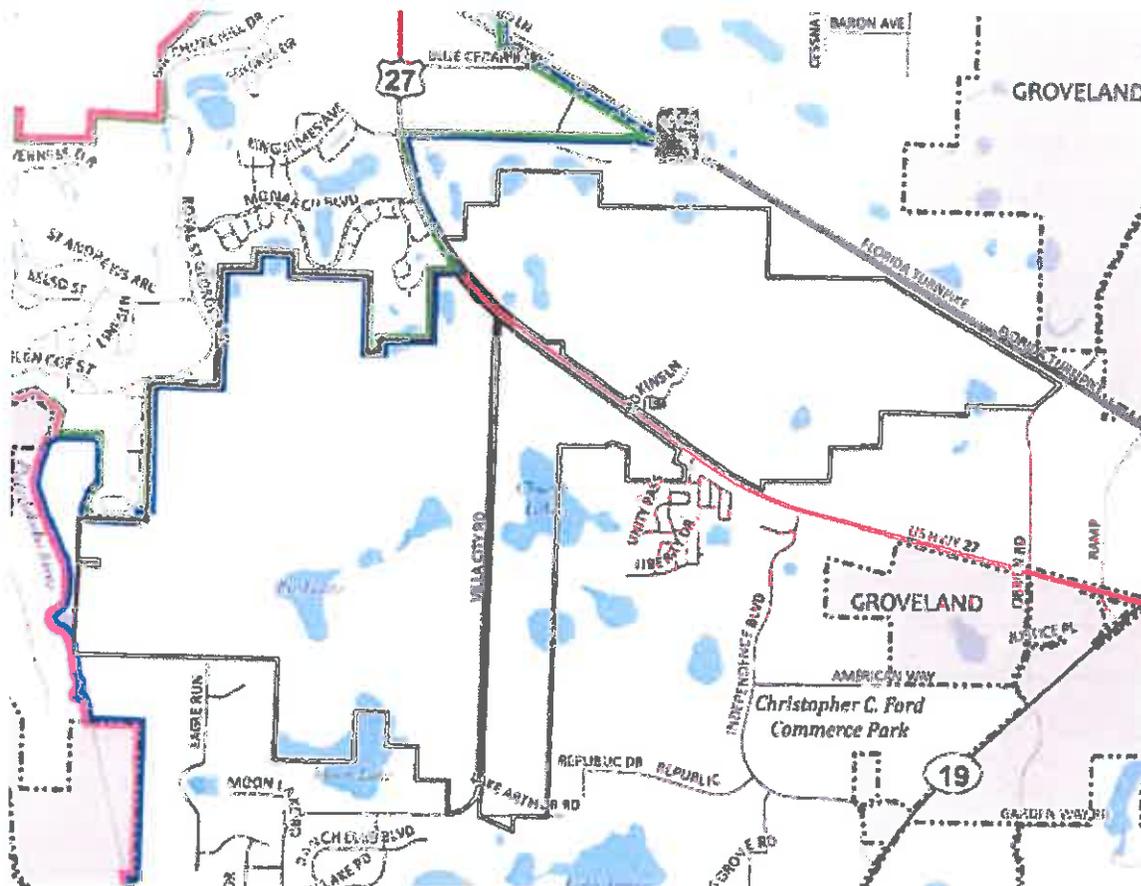
AGENDA ITEM: Ordinance 2016-10-23: Rezoning to PUD – Villa City

CITY GOAL: Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.

PREPARED BY: Robby Lewis, Interim City Planner

DATE: October 11, 2016

PROPERTY LOCATION: The subject property is located southwest of the Florida Turnpike, and north and south of US Highway 27, on both sides of County Road 565, all within the northwestern quadrant of the City. Please see **Villa City PUD Location Map** below for the location and road network in the vicinity of the subject property.



"The city with a future, watch us grow!"

BACKGROUND:

A number of owners are proposing to develop the Villa City project within the City of Groveland. The properties are located within the City's planning area and 180 utility district as identified in the Interlocal Service Boundary Agreement, and are proposed for annexation simultaneously with a Large Scale Comprehensive Plan Amendment. This request is for approval of the PUD zoning ordinance which will used to regulate the development of the property.

The Villa City project consists of approximately 2,467 +/- acres. Along with this proposed PUD zoning, the Applicants are seeking a future land use designation of Master Planned Community, a new future land use designation for the City, the details of which are set forth below, and Conservation (for the wetland areas of the property):

<u>Master Planned Community (MPC)</u>	<u>Up to 5.0 dwelling units per acre. Non-residential uses — the maximum floor area ratio is 1.00. Impervious surface coverage will be regulated at the PUD level in accordance with the provisions of P01icY1.1.16</u>
---------------------------------------	---

The new Master Planned Community future land use designation, along with this PUD ordinance, are envisioned to create a sustainable, self-sufficient, mixed-use community including a mix of housing types to accommodate multiple stages of life, as well as non-residential uses, such as office, retail, industrial, medical, institutional, educational, and civic uses and a pedestrian oriented village center.

In addition, the following shall apply:

- All future development shall be required to connect to the City central water system, sewer system, and reuse water system;
- Residential uses shall occupy a minimum of 50 percent and a maximum of 65 percent of the gross land area;
- Commercial uses including retail, office, industrial and community facilities (excluding schools) shall occupy a minimum of 5 percent and a maximum of 25 percent of the gross land area;
- Open space areas within the property which are preserved will have a Future Land Use designation of Conservation;
- Open Space uses shall occupy a minimum of 30 percent of the gross land area within the PUD Master Development Plan;
- Low Impact Development and Green Building techniques (Policy 1.2.11 and 1.2.12) will be required;
- A maximum of 1.00 floor area ratio (FAR) shall be allowed for nonresidential uses;
- Up to 5 dwelling units per acre shall be allowed in single family residential areas; and

"The city with a future, watch us grow!"

- Flexible dimensional requirements will be permitted to ensure that mixed use buildings are properly located adjacent to abutting roadways and sidewalks.

This PUD ordinance also includes a Master Development Plan which outlines the location of the various generalized land uses within the mixed use development, together with performance standards and design guidelines. The generalized land use designations in the Master Development Plan are as follows: Sustainable Neighborhood, Regional Commercial, Mixed Use, Open Space / Natural Lands, Wetlands and Lakes. Each of these areas is color-coded on the Master Development Plan.

The more specific proposed land use allocations within the PUD are as follows:

Single Family Residential	2,570	Dwelling Units
Multi-Family Residential	2,000	Dwelling Units
Active Adult Residential	3,190	Dwelling Units
Office	300,000	Square Feet
Industrial	100,000	Square Feet
Retail	500,000	Square Feet
Assisted Living Facility (ALF)	400	Beds
Hotel	150	Rooms

The PUD zoning will also incorporate into it a Development Agreement setting forth the other specific requirements for the project, including mitigation for public safety impacts, wildlife impacts, road and transportation impacts, school impacts, wetland impacts and impacts to the City's potable water supply system.

The first readings of the annexation ordinance for the Villa City PUD property (Ordinance 2016-07-16), and for the associated comprehensive plan amendment ordinance (Ordinance 2016-07-17), were held a few months ago in July. The second readings of both the annexation ordinance and the comprehensive plan amendment ordinance for the property will be considered at the first Local Planning Agency and the City Council meetings in November.

The first public hearings for this PUD zoning ordinance are being held tonight. The second public hearings for the PUD ordinance will be held to adopt the proposed ordinance at the first Local Planning Agency and the City Council meetings in November.

STAFF RECOMMENDATION: Motion to Approve Ordinance 2016-10-23

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

Record and Return to:
City of Groveland
Attn: Community Development Dept.
156 S. Lake Avenue
Groveland, FL 34736

ORDINANCE 2016-10-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, ASSIGNING A ZONING DESIGNATION OF CITY OF GROVELAND PLANNED UNIT DEVELOPMENT (PUD) FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF GROVELAND, FLORIDA; OWNED BY FLORIBRA – VILLA CITY IA, LLC, ET. AL, AND LOCATED SOUTHWEST OF THE FLORIDA TURNPIKE AND NORTH AND SOUTH OF US HIGHWAY 27, ON BOTH SIDES OF COUNTY ROAD 565, IN GROVELAND, LAKE COUNTY, FLORIDA; APPROVING A DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Groveland, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Groveland, Florida, shall hereafter be designated as PUD as defined in the Groveland Land Development Regulations.

LEGAL DESCRIPTION: See **Exhibit A** attached hereto and incorporated herein.

Section 2: Zoning Classification.

That the property being so designated as PUD is subject to the following terms and conditions.

General

Development of this Project shall be governed by the contents of this document and applicable sections of the City of Groveland Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City.

Where in conflict, the terms of this document shall take precedence over the City of Groveland Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.

Unless otherwise notes, the definition of all terms shall be the same as the definitions set forth in the City of Groveland Land Development Regulations.

Land Uses

The Master Development Plan of the mixed use development for the Project is attached hereto as **Exhibit B** and is an integral part of this PUD document. Elements in the Master Development Plan include the following land uses and the approximate acreage devoted to each land use shall be as follows:

Residential:	+/- acres
Commercial:	+/- acres
Conservation	+/- acres
Park Land with Facilities:	+/- acres
Park Land – Passive Park:	+/- acres
Retention	+/- acres
Landscape buffers/wall	+/- acres
Wetlands and Lakes	+/- acres
Open Space	+/- acres (inclusive of passive park land, retention, 50% of wetlands/lakes/conservation)

Developer’s Agreement

The Project shall be developed as set forth in the Developer’s Agreement which is attached hereto as **Exhibit C**.

Purpose

The purpose of this PUD is to:

1. Create an attractive and high quality environment which is compatible with the scale and character of the local environment;
2. Develop a residential area that is safe, comfortable and attractive to pedestrians;
3. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
4. Provide a network of open space; and
5. Provide for a diversity of lot sizes and housing choices to accommodate a variety of age and income groups, and residential preferences, so that the City's population diversity may be maintained.

Non-Residential Uses

The following are the non-residential uses and square footage of uses that shall be permitted within the Villa City PUD. These uses shall be located within the Villa City PUD as shown in the Mixed Use areas and in the Regional Commercial areas on the Master Development Plan (**Exhibit B**). The square footage numbers shown here are the maximum

square footage allowed for each category of use. The non-residential development shall include the following uses:

Office Uses	300,000 square feet
Industrial Uses	100,000 square feet
Retail/Commercial Uses	500,000 square feet

Office Permitted Uses

The following uses shall be permitted as Office Uses and these uses shall be counted towards the maximum of 300,000 square feet for Office Uses listed in the Non-Residential Uses section above. Office Uses within the Villa City PUD shall only be permitted within the areas identified in the Master Development Plan which are designated for Mixed Use.

Restaurants and other eating establishments shall be permitted in Office Use areas when they are located within a larger office building and are an accessory use to the primary Office Uses within the building. When restaurants or other eating establishments are located within a larger office building, the square footage of that use will be counted as an Office Use, and counted towards the maximum of 300,000 square feet for Office Uses listed in the Non-Residential Uses section above.

- (1) Finance, insurance and real estate.
- (2) Professional services, including legal, architectural, engineering, accounting, social and educational.
- (3) U.S. Postal Service
- (4) Business services, excluding equipment rental and leasing services.
- (5) Public administration and institutional uses.
- (6) Restaurants and other eating establishments, when they are accessory uses located within a large office building, as described above.

Retail/Commercial Permitted Uses in areas not located in the Village Center

The following uses shall be permitted as Retail/Commercial Uses and these uses shall be counted towards the maximum of 500,000 square feet for Retail/Commercial Uses listed in the Non-Residential Uses section above. Retail/Commercial Uses within the Villa City PUD shall only be permitted within the areas identified in the Master Development Plan which are designated for Mixed Use.

- (1) Printing, publishing and allied industries.
- (2) U.S. Postal Service.
- (3) Paint, glass and wallpaper stores.
- (4) Hardware, auto and home supply stores.
- (5) Retail nurseries, lawn and garden supply stores and florists.
- (6) General retail merchandise stores.
- (7) Food stores.

- (8) Apparel and accessory stores.
- (9) Furniture, home furnishings and equipment stores.
- (10) Restaurants and other eating establishments.
- (11) Finance, insurance and real estate.
- (12) Professional services, including legal, architectural, engineering, accounting, social and educational.
- (13) Health services, hospitals, nursing and personal care facilities, medical and dental offices, and walk-in clinics.
- (14) Automobile parking.
- (15) Motion picture theaters, except drive-ins.
- (16) Business services, excluding equipment rental and leasing services.
- (17) Museums and art galleries.
- (18) Public administration and institutional uses.
- (19) Gas stations providing minor adjustments to vehicles which do not require body work, painting, or removal of engines from frames or dismantling. Additional adjustments or repairs shall only be permitted within zoning districts where major automotive repairs are a permitted use.
- (20) Communication sales and service, including radio and television repair.
- (21) Churches.
- (22) Personal services such as barber and beauty shops, tailor studios, laundries and dry cleaning.
- (23) Membership organizations and clubs.
- (24) Recreation facilities.
- (25) Community Facilities.
- (26) Hotels, motels and tourist facilities.
- (27) Shopping centers.
- (28) Health spas and gymnasiums.
- (29) Schools and other educational uses.

Village Center Permitted Uses

- (1) General retail uses including, but not limited to: Antiques, arts and crafts, baked goods, books, cheese, beer, wine, liquor, confectioneries, cosmetics, meats, medicines and prescriptions, electrical fixtures and supplies, fabrics, fish, flowers and plants, fruits and vegetables, food, garden supplies, gifts, glassware, hardware and paints, ice cream, leather goods, luggage, medical and surgical equipment, music and musical instruments, office equipment and supplies, pets and pet

- supplies, photographic equipment and supplies, sewing supplies, sporting goods, toys, wearing apparel and accessories, bicycles, business machines, jewelry.
- (2) Business and professional uses including, but not limited to: interior decorating, medical and dental clinics, medical and dental laboratories, photographic studios, printing and publishing, professional offices and banks.
 - (3) Services and facilities including, but not limited to: barber and beauty shops and salons, caterers, dry cleaning limited to on-site processing for customer pickup only, dry cleaning and laundry pickup stations, laundromats limited to self-service facilities, pet grooming, restaurants excluding drive-in and drive-through, outdoor cafes, tailoring, tobacconist, business, beauty, dancing, gymnastics, photography, modeling, karate-judo, small item repair, rental of sporting goods and equipment (such as but not limited to bicycles, skates), galleries, broadcast studios, butcher shops, cocktail lounges, exercise facilities (e.g., gyms and clubs), museums, libraries, newsstands.
 - (4) All of the uses listed under Office Permitted Uses described above.
 - (5) Residential uses, such as apartments/condominiums/townhomes to a maximum density of ten units per gross acre. Also hotels, bed and breakfast inns, and residential-type inns.
 - (6) Adult congregate living facilities.
 - (7) Child care and adult day care.
 - (8) Movie theaters, excluding drive-ins.
 - (9) Playhouses, dinner theaters, and places of assembly for commercial entertainment purposes (e.g., concerts, live performances).
 - (10) Automobile parking lots and parking garages.

Industrial Permitted Uses

The Industrial Uses permitted within the Villa City PUD shall be those permitted uses listed in the City Code under the M-1 Industrial District. All of these Industrial Uses shall be regulated as if they were located within an M-1 Industrial District. Industrial Uses within the Villa City PUD shall only be permitted within the area identified in the Master Development Plan which is designated for Regional Commercial uses, located on the north side of O'Brien Road near the Florida Turnpike. All of these Industrial Uses shall be counted towards the maximum of 100,000 square feet for Industrial Uses listed in the Non-Residential Uses section above.

Design Standards for Non-Residential Development

Commercial-Highway frontage within the Mixed Use areas

- (a) *Scope.* The provisions of this section shall apply to the Mixed Use areas within the Villa City PUD that are located along the highway frontages of US Highway 27 and Villa City Road (CR 565). More specifically, the area north

of US Highway 27, and the area south of US Highway 27 and east of Villa City Road (CR 565). This section shall also apply to the area south of US Highway 27 and west of Villa City Road (CR 565), but only within 300 feet of those roads, not to areas beyond 300 feet from those roads.

- (b) *Purpose.* The purpose of this section is to provide for commercial uses of lands and buildings along highway frontage and to recognize its economic utility in servicing the motoring public and those uses commonly associated with traffic-oriented planned centers, so as to minimize any adverse effect of such commercial uses on nearby residential districts.
- (c) *Maximum lot and height requirements.*
 - (1) Maximum Lot coverage is 80 percent.
 - (2) Maximum height is 40 feet or 3 stories.
- (d) *Setbacks and buffers.*
 - (1) *Setbacks:*
 - Front: 35 feet.
 - Sides: ten feet, except 35 feet on a street side.
 - Rear: 25 feet.
 - (2) *Buffer strips:* Where the side or rear yard abuts property which is in a residential district or is not part of the Villa City PUD, a landscape buffer of 25 feet shall be provided. This landscape buffer strip shall be planted with 3 shade trees and 2 understory trees for every 100 linear feet of buffer, spread evenly for both the length and depth of the landscape buffer. These trees shall meet the standards described below in the Landscaping Requirements section.

Village Center portion of the Mixed Use areas

- (a) *Scope.* The provisions of this section shall apply to the portion of the Mixed Use areas located south of US Highway 27 and west of Villas City Road (CR 565), but more than 300 feet back from those roads.
- (b) *Purpose and intent.* The purpose of this section is to designate an area for a wide range of commercial, business, office and compatible residential uses within the Village Center portion of the Villa City PUD, so as to promote compatibility with vicinity residential uses while maintaining flexibility for commercial uses. These regulations are intended to result in development

that preserves the Village Center's moderate scale, while promoting a balanced mix of uses that will help the area evolve into a traditional Village Center. Residential development is permitted at higher densities in this area than any other part of the Villa City PUD in order to foster compact, pedestrian-oriented growth that will support Village Center businesses. All buildings within the Village Center are expected to accommodate pedestrians by providing storefronts near sidewalks and by offering shade and shelter along the streets.

(c) *Maximum lot and height requirements.*

- (1) Lot coverage is 80 percent.
- (2) Maximum height is 50 feet or 4 stories.

(d) *Buffer strips.* Where the side or rear yard abuts property which is in a residential district or is not part of the Villa City PUD, a landscape buffer of 25 feet shall be provided. This landscape buffer strip shall be planted with 3 shade trees and 2 understory trees for every 100 linear feet of buffer, spread evenly for both the length and depth of the landscape buffer. These trees shall meet the standards described below in the Landscaping Requirements section.

Residential Uses

The residential development within the Villa City PUD shall ~~be comprised~~ include a maximum of 2,570 single-family all-ages detached dwelling units, a maximum of 2,000 multi-family all-ages dwelling units, and a maximum of 3,190 single-family active adult age-restricted detached homes for a total maximum of 7,760 new dwelling units. Multi-family dwelling units may be constructed as rental apartment buildings, townhouses, or condominium units. The Villa City PUD may also include one or more Assisted Living Facilities (ALF) that may include a total maximum of 400 beds.

Residential development within the Villa City PUD shall be permitted primarily within the areas identified in the Master Development Plan which are designated for Sustainable Neighborhood uses. However, multi-family dwelling units or Assisted Living Facilities (ALF) shall also be permitted within the areas identified in the Master Development Plan which are designated for Mixed Use. These residential uses may be located in mixed use buildings on upper floors of multi-story buildings, which have office or commercial uses or parking garages located on the lower floors, or they may be located in separate single use buildings. When these residential uses are located within Mixed Use areas, those residential units shall be counted towards the total maximum numbers of respective types of units as described in the previous paragraph.

Setbacks

The following setbacks shall be applied to single family dwelling units.

Front: 20 feet
Rear: 10 feet
Side: 5 feet for buildings, pools and patios
Side corner: 15 feet

Lot Size

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. The minimum lot size is 6,000 square feet

Dwelling Size

The minimum dwelling size for all single family residences shall be 1,500 square feet of heated/air conditioned space under roof exclusive of garage, carports and porches.

Lot Width

In accordance with the principle of providing diversity within the development a variety of lot widths shall be permitted in the range of 50-100 feet. The minimum lot width at building line shall be 40 feet with a minimum street frontage of 23 feet.

Lot Coverage

Lots shall have a maximum lot coverage of 60% to include principal dwelling, all paved areas and swimming pools.

Height of Structures

No single family residential structure shall exceed 2½ stories or 35 feet in height.

Manufactured or prefabricated homes

The Owner/Developer shall adopt deed restrictions which prohibit manufactured or otherwise prefabricated homes.

Building Design

Building design will be in accordance with the Chapter 137, Article II: Architectural Standards of the City's Land Use and Development Code. The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- A diversity of housing styles, shapes and materials will be encouraged in order to create variety in the streetscape.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance. Owner shall submit plans for building design which offer both innovative design and sufficient additional amenities. A determination of whether the design is innovative and has sufficient additional amenities is in the sole discretion of the City. Designs and additional amenities shall, at a minimum include: diversity of elevations and architectural features which

may include front porches, shutters, stone accents, a variety of color schemes, and minimum 5:12 pitch roof.

- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.
- A variety of roof heights, pitches and materials, including color, will be encouraged.
- Side entry garages shall be encouraged.
- Landscaping should be incorporated into the overall design as a means of linking the development areas with the open spaces.
- In an effort to avoid monotony, the same home plan and elevation will not be duplicated every fourth house along the same side of any street, opposite or diagonally opposite in a residential floor plan.

Affordable Housing Requirement

Per the City's Affordable Housing Requirement, 10% of the homes sold in the community will be sold at or below \$260,000. This price is based on a median household income of \$58,300 (per HUD statistics). This number was derived through assuming property taxes of \$175 per month, insurance of \$100 per month and HOA fees of \$65 per month, this leaves \$1,263 monthly for principal and interest. Assuming a 30 year, 4% fixed rate loan, a \$1,263 monthly payment qualifies a buyer for up to a maximum \$260,000 house. In order to ensure continuous affordability, the maximum affordable price will not be able to appreciate more than 5% compounded per year from the effective date of the PUD. The 10% of the homes in the neighborhood that are designated to remain affordable will not be able to exceed this maximum price. The price appreciation cap will be in effect for 99 years.

Recreation and Open Space

Open space will be provided within the development site. The open space shall include, but not be limited to project buffer areas, drainage areas, retention areas and landscaped areas. While the onsite wetlands and lakes will be preserved, a maximum of 50% of the open space may be met with wetland preservation.

Parkland and Park Facilities

A minimum 3.68 +/- acre tract (Tract C on the concept plan) shall be dedicated to the homeowner's association for ownership and maintenance to provide for recreation facilities for the residents of the subdivision. The facilities shall be approved in advance by the City, but shall be constructed and installed by the owner at its expense. The recreation facilities shall be installed no later than the date the 40th certificate of occupancy is issued for the subdivision. In addition, a minimum 2.46 +/- acre tract(s) (Tract I and J on the concept plan) shall be dedicated to the homeowners' association for ownership and maintenance to provide for a passive park for the residents of the subdivision.

Waterfront and Wetlands Buffer Requirement

No development shall be allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet shall be maintained, along with a building setback of 50 feet. These buffer and building setback requirements shall be measured from the defined wetland boundary line. No development except passive recreation, as defined in Policy 5.6.3 of the Comprehensive Plan, and lake access and maintenance authorized by the St. Johns River Water Management District, shall be permitted in wetland/lake areas. There shall be no disturbance within 50 feet of the high water mark, with the exception of pilings for dock or pier.

Public Facilities

Potable Water and Wastewater

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except temporary construction uses) on the Project. Re-use lines shall be installed for irrigation. Additional requirements relating to potable water, wastewater and reuse shall be addressed in a separate utility agreement.

Solid Waste

Solid Waste collection shall be pursuant to City regulations, as amended.

Drainage

The maintenance of the drainage system shall be the responsibility of the Homeowners Association(s).

Transportation

All two-way streets shall have a fifty foot (50') right-of-way with a minimum 24 foot pavement and curb width. Provision shall be made for underground utilities.

All portions of the development should be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities, and the development should provide appropriate pedestrian amenities.

Street and Sidewalks

The development shall have a connected street system that serves vehicles, pedestrians and bicycles which connects to recreation facilities and any adjacent residential community areas. A minimum of a five foot (5') sidewalk shall be constructed along both sides of all streets. All streets shall be constructed to the City of Groveland standards.

Streets shall be interconnected as far as practicable, employing cul-de-sacs only where essential. Where cul-de-sacs are deemed to be unavoidable, continuous pedestrian circulation shall be provided for by connecting sidewalks that link the end of the cul-de-sac with the next street (or open space). A typical street layout is illustrated at **Exhibit B**.

Shade trees shall be planted within the right-of-way of all streets. Such trees shall be planted with root barriers so as not to interfere with utility lines and comply with the City's Landscape Regulations for trees in the right-of-way.

Landscaping Requirements

Landscaping will be provided in areas identified as open space. The landscaping shall conform to the landscape plan to be submitted by the applicant simultaneous with or prior to the filing of the first plat, which shall be subject to the approval of the City Council at its sole and absolute discretion. All landscaping in open spaces and right-of-way shall be maintained by the Homeowner's Association.

Species

Landscaping within the development shall emphasize native species trees, shrubs and flowers to reduce maintenance, help ensure longevity, and to reinforce the natural environment of the area. Species should be selected partly on the basis of their visual interest at different times of the year. Among the species that are recommended in this ordinance are all trees native to Florida according to the *Guide to the Vascular Plants of Central Florida* by Richard P. Wunderlin, including, but not limited to those in the following table:

CANOPY TREES	UNDERSTORY TREES	SHRUBS
Live Oak (<i>Quercus virginiana</i>)	Drake Elm (<i>Ulmus parvifolia</i>)	Sweet Viburnum (<i>Viburnum odoratissimum</i>)
Laurel Oak (<i>Quercus laurifolia</i>)	Weeping Bottlebrush (<i>Callistemon viminalis</i>)	Sandanka Viburnum (<i>Viburnum suspensum</i>)
Shumard Oak (<i>Quercus shumardii</i>)	Redbud (<i>Cercis canadensis</i>)	Privet (<i>Ligustrum lucideum</i>)
Red Maple (<i>Acer rubrum</i>),	Dogwood (<i>Cornus florida</i>)	Waxed Leaf Ligustrum (<i>Ligustrum japonicum</i>)
Sweetgum (<i>Liquidambar styraciflua</i>),	Cherry Laurel (<i>Prunus caroliniana</i>)	Podocarpus (<i>Podocarpus macrophylla</i>)
Southern Magnolia (<i>Magnolia grandiflora</i>),	Wax Myrtle (<i>Myrica cerifera</i>)	Pittosporum (<i>Pittosporum tobira</i>)
Sweet Bay (<i>Magnolia virginiana</i>)	Crape Myrtle (<i>Lagustromia indica</i>)	Saw Palmetto (<i>Serenoa repens</i>)
Bald Cypress (<i>Taxodium distichum</i>)	Red Cedar (<i>Juniperus silicicola</i>)	Azaleas (<i>Rhododendron</i> spp.)
	Loblolly Pine (<i>Pinus taeda</i>)	
	American Holly (<i>Ilex opaca</i>)	
	Sand Pine (<i>Pinus clausa</i>)	
	Slash Pine (<i>Pinus elliotii</i>)	

Canopy trees shall have a minimum DBH size of 2 inches, and understory trees a minimum of 1.5 inches, measured 4 inches above the ground upon planting. Shrubs shall be a minimum of 30 inches in height and 3 gallons immediately upon planting. All landscaped and common areas shall be properly irrigated.

The owner will be required to replace removed protected trees inch-for-inch of removed tree diameter at breast height and tree for tree. If the planting will take place on the lot, then such planting is to be performed prior to issuance of a certificate of occupancy. If the planting will take place within the common areas, then such planting is to be performed prior to the city issuing a certificate of completion for the subdivision or city accepting the conveyance of infrastructure improvements and real property, whichever occurs last; however, if neither can be accomplished for a reason acceptable to city, owner shall post a bond in an amount acceptable to city and for a duration acceptable to city until such trees are planted and viable. No lot may have less than 2 protected trees.

Lighting

Decorative street lighting shall be installed at every intersection, at the end of each cul-de-sac and at intervals of 300 feet, or as approved by the City Staff. Street lighting shall be installed by the Owner/Developer.

Utilities

All utilities shall be underground.

Signage

All signage on the Property shall be ground signage and shall comply with the City Land Use and Development Regulations.

Maintenance of Common Areas

Maintenance of all common areas within the Project shall be the responsibility of a community or homeowner's association(s) formed to govern such property.

Endangered species habitat

Species and habitat survey shall be required.

Impact Fees

The Owner/Developer acknowledges that the City of Groveland has impact fees for water, wastewater, administrative, fire, police and recreation, and that the Project shall be subject to such impact fees.

Amendments

Any substantial deviation from the PUD Conceptual Development Plan, or deviation from the terms of this Ordinance, shall be approved by the City Council in accordance with the legal procedures to amend zoning ordinances.

Expiration of PUD

Actual construction consistent with this PUD – Residential approvals (including construction plan approval) must commence on the Property within 3 years of the Effective Date of this ordinance without a lapse of construction. Construction shall include infrastructure and groundwork, as well as home building. If actual construction fails to begin as required herein or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of twelve non-consecutive months collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City for a twelve month extension prior to expiration.

Section 3: Consistent with Comprehensive Plan.

That the zoning classification is consistent with the Comprehensive Plan of the City of Groveland, Florida

Section 4: Official Zoning Map.

That the City Manager, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation.

Section 5: Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

City Clerk/Acting City Clerk

Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
John Griffin		
Karen McMican		
Mike Radzik		
Dina Sweatt		

EXHIBIT A

Legal Description

LEGAL DESCRIPTION:

THE WEST 1/2 OF THE WEST 330 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 (GOVERNMENT LOT 8), SECTION 7, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY OF STATE ROAD S-478

AND

THE EAST 1/2 OF THE WEST 330 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 (GOVERNMENT LOT 8), SECTION 7, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE RIGHT OF WAY OF STATE ROAD S-478, TOGETHER WITH THAT CERTAIN CATALINA 1984 MOBILE HOME, IDENTIFICATION NUMBER 4503 LOCATED THEREON.

AND

A PORTION OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 25 EAST AND A PORTION OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 8, CHERRY HILL, AS RECORDED IN PLAT BOOK 29, PAGE 50 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°11'57" WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 612.89 FEET; THENCE SOUTH 00°11'57" WEST ALONG THE EAST LINE OF THE EAST ONE-QUARTER (E 1/4) OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 25 EAST, 1998.84 FEET; THENCE SOUTH 00°05'50" EAST ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 25 EAST, 663.04 FEET; THENCE NORTH 89°34'27" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 18, A DISTANCE OF 1317.44 FEET; THENCE NORTH 89°46'38" WEST ALONG THE SOUTH LINE OF THE EAST THREE-QUARTERS (E 3/4) OF THE NORTH ONE-QUARTER (N 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 18, A DISTANCE OF 1880.49 FEET; THENCE NORTH 01°42'16" EAST ALONG THE WEST LINE OF THE EAST THREE-QUARTERS (E 3/4) OF THE NORTH ONE-QUARTER (N 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 18, A DISTANCE OF 673.88 FEET; THENCE NORTH 89°36'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 25 EAST, 41.16 FEET; THENCE NORTH 00°00'24" EAST ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 7, A DISTANCE OF 793.89 FEET; THENCE SOUTH 89°44'38" EAST ALONG THE NORTH LINE OF THE SOUTH 792 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 7, A DISTANCE OF 580.78 FEET; THENCE NORTH 00°09'32" EAST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 7, A DISTANCE OF 528.00 FEET; THENCE SOUTH 89°44'30" EAST ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 7, A DISTANCE OF 1320.41 FEET; THENCE SOUTH 89°36'55" EAST ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 560.90 FEET; THENCE NORTH 00°08'42" EAST ALONG THE WEST LINE OF THE EAST 99 FEET OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 664.67 FEET; THENCE SOUTH 89°44'57" EAST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 7, A DISTANCE OF 596.28 FEET; THENCE NORTH 00°11'05" EAST ALONG THE WEST LINE OF LOT 8, CHERRY HILL, 613.95 FEET; THENCE SOUTH 89°22'42" EAST ALONG THE NORTH LINE OF LOT 8, CHERRY HILL, 163.41 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN LAKE COUNTY, FLORIDA, CONTAINING 153.826 ACRES, MORE OR LESS.

Together with

THE WEST 1/2 OF THE WEST 330 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 (GOVERNMENT LOT 8), SECTION 7, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY OF STATE ROAD S-478.

SAID LANDS LYING IN LAKE COUNTY, FLORIDA, CONTAINING 9.895 MORE OR LESS.

Record and Return To:
City of Groveland
Attn: Community Development Department
156 S. Lake Avenue
Groveland, FL 34736

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2016 ("Effective Date"), by and among **Floribra - Villa City IA, LLC**, a Florida limited liability company, and the other landowners listed on the signature page hereto (collectively "**Developer**"), and the **City of Groveland, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (the "**City**").

WITNESSETH

WHEREAS, Developer holds title to certain property situated in Lake County, Florida more particularly described in **Exhibit "A"** and depicted in **Exhibit "A-1"** attached hereto and incorporated herein by this reference (the "**Property**"), all of which lies within and is a part of the Villa City Project (the "**Project**"); and

WHEREAS, Developer has filed an amendment to the City of Groveland (the "**City**") Comprehensive Land Use Plan (the "**Comprehensive Plan**") and simultaneously applied for annexation project into the City; and

WHEREAS, the Comprehensive Plan allows development of the Property for residential and commercial uses and Conservation, and the zoning classification of the Property shall be Planned Unit Development ("**PUD**") in accordance with standards set forth herein, as well as the City of Groveland Code of Ordinances and Land Development Regulations to the extent not inconsistent with the terms set forth in this Agreement; and

WHEREAS, the Developer has submitted a Development Application to the City for development approval of the Project which includes 2,570 single-family all-ages dwelling units, 2,000 multi-family all-ages dwelling units and 3,190 active adult age-restricted single-family dwelling units, for a total of 7,760 new dwelling units, and a mixed use of sustainable development of office, industrial, retail, hotel and assisted living facility development, and the Project is anticipated to developed in four (4) phases as outlined on **Exhibit "B"** attached hereto and incorporated herein by this reference and as more specifically delineated in this Agreement; and

WHEREAS, Project will fall within the jurisdiction of the City and Lake County, Florida (the "**County**"), and shall use certain facilities and services of each; and

WHEREAS, for the successful development of the Project various new and expanded public facilities must be provided on a timely basis; and

WHEREAS, the City and Developer desire to set forth the following special terms and conditions with respect to the development of the Project.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration each to the other provided, the parties agree as follows:

1. **Recitals, Exhibits and Appendix.** The above recitals are true and correct, are incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are incorporated herein by reference and form a material part of this Agreement.

2. **Authority.** This Agreement is entered into pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and other applicable provisions of law.

3. **PUD Standards.** The Project shall be developed in accordance with the PUD Standards as set forth on **Exhibit "C"** attached hereto and incorporated herein by this reference. Said standards and this Development Agreement shall be incorporated by reference in the City ordinance establishing the PUD zoning classification for the Project.

4. **Credits Against Local Impact Fees.** The City of Groveland shall credit the Developer with any Development Agreement exaction or fee imposed by the City and required by this Developer Agreement as allowed by the mechanisms set forth in the then applicable City of Groveland Impact Fee Ordinance for the contribution of lands or funds for land acquisition, construction or expansion of a public facility, or portion thereof, toward any impact fee or exaction imposed by local ordinances for the same need. For construction or expansion of a public facility, or portion thereof, Developer shall receive such credits on a dollar-for-dollar basis, based on the actual final costs of such improvements as certified by a licensed professional engineer in the State of Florida, and approved by the City. For any contribution of lands, the value of the contribution shall be \$15,000 per acre. This subsection does not apply to internal, onsite facilities required by local regulations. The total amount of impact fee credits given shall not be greater than the total amount of impact fees due.

5. **Public Safety - Fire/Police.**

(a) In Phase I of the Project development the Developer, at its cost and expense, shall fund the City's purchase of one (1) ambulance with equipment for Lake County EMS at a total cost not to exceed \$200,000.00. Prior to the development of any commercial uses, the Developer, at its cost and expense, shall fund the City's purchase of one (1) ladder truck for the fire department at cost not to exceed \$1,000,000.00. The ladder truck and ambulance shall be new and equivalent in quality with equipment serving similar size developments in Lake County to be provided pursuant to the City's specifications.

(b) The City is currently pursuing the possible conversion and renovation of a former welcome center located at 20763 US Highway 27, Groveland, FL, for use for a fire and emergency services station. Developer will coordinate with the City in connection with that project and shall enter into a separate agreement with the City for the Developer's contribution of funding toward the equipment set forth in Section 5(a) above and such conversion and renovation at a total cost not to exceed \$1,000,000.00 during Phase I of the Project.

(c) In the alternative to Section 5(b) above and, in addition to the contribution of funding toward the equipment set forth in Section 5(a) above, the Developer will donate a five (5)

acre site to the City for the provision of collocated fire and police services station in accordance with the Comprehensive Plan. During Phase I of the Project and no later than when the 500th residential unit receives its certificate of occupancy or completion of 50,000 sq. feet of non-residential space, whichever occurs first, the Developer, at its cost and expense, shall also cause to be built, or enter into a separate agreement with the City to fund the City's design, site work, construction, furnishings and equipment of fire, EMS and police station buildings in accordance with City and/or County standards, as applicable, at a total cost not to exceed \$1,500,000.00. The police and fire/EMS stations may be constructed as one structure. The fire and police station(s) shall be designed, permitted and constructed by Developer, at its expense. It shall be located in close proximity to U.S. 27 and east of the Villa City Road and U.S. 27 intersection. It will preferably be located on the South side of U.S. 27; however, its exact location shall be approved by the City. Upon completion of the donation and construction of the public safety facilities, title to the facilities shall vest in the City and the City shall be responsible, at its cost and expense, for the ongoing operation, staffing, maintenance, repair or replacement of the facilities.

(d) Impact fees for fire, police and administrative facilities shall be payable at the time of development of each unit of development of the Project at the impact fees rate then in effect. Developer's proportionate-share public safety mitigation contributions pursuant to paragraphs 5(a) and 5(b) above and any pre-payment of any fire, police and administrative facilities fees or other mitigation or pre-payment by the Developer shall be credited toward any impact fee or other exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value to the impact fees as accrued in any phase of development.

6. **Habitat Mitigation Area and Recreation Mitigation.**

(a) Subject to the approval of any agency with jurisdictional authority, during Phase I of the Project development and no later than _____, the Developer, at its cost and expense, will create a habitat management and recreation area as generally described and depicted on **Exhibit "E"** attached hereto and incorporated herein by this reference and to be further and more particularly described in an appropriate conservation easement (the "**Habitat and Recreation Area**") to offset impacts of the Project to flora, fauna and wildlife and, if allowed by all agencies with jurisdictional authority, to provide for certain compatible passive recreation uses. The Habitat and Recreation Area to the extent allowed under the conservation easement and applicable federal, state and local laws and regulations and any requirements of any permits applicable to the Project) the Habitat and Recreation Area may be used by the public for passive recreation only (such as hiking, sightseeing, nature study and canoeing) and shall not be developed with any playgrounds, game fields or other active recreation improvements or facilities, and shall not allow use of power boats, overnight camping, fishing or hunting. Developer shall not be responsible for construction of any improvements to or management of the Habitat and Recreation Area. Developer may convey the Habitat and Recreation Area to (i) a Community Development District ("CDD"), (ii) a property owner's association, (iii) the Lake County Water Authority, or (iv) the St. John's River Water Management District, whichever entity shall agree to take title to and responsibility for future ongoing operation, staffing, security, and supervision of the Habitat and Recreation Area, any improvements thereto and maintenance, repair or replacement thereof from time to time, and the ongoing management of the habitat mitigation as required by any agency with jurisdiction.

(b) Developer shall provide a conservation easement in form and content required by authorities having jurisdiction over the Habitat and Recreation Area. The deed of the Habitat and Recreation Area to any of the entities listed in Paragraph 6(a) above shall contain a restriction limiting the Habitat and Recreation Area to use only as a habitat mitigation area and passive

recreation uses allowed under the conservation easement and applicable federal, state and local laws and regulations and any requirements of any permits applicable to the Project. The Developer shall reserve in favor of Developer and the properties lying within Project easements for stormwater drainage, for any habitat management required and for installation of utilities as necessary in conjunction with development of the Project, together with the right of access for improvement, maintenance, repair and replacement thereof and access to any recreational areas.

(c) It is acknowledged and agreed that the joint habitat and recreation mitigation contemplated hereunder is subject to approval of other agencies having jurisdiction. If Developer is not able to obtain all necessary permits and approvals of all agencies with jurisdictional authority over the Property so that Developer is unable to mitigate the Project impacts to flora, fauna and wildlife and to provide concurrent passive recreation uses as contemplated in this Section 6, then Developer reserves the right to provide alternative mitigation plan(s), including, without limitation, mitigating such impacts off site, in which event Developer reserves the right to release the Habitat and Recreation Area for other Project development pursuant to a separate agreement and development plan as approved by the City in its discretion, such approval not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, if any agency having permitting authority or jurisdiction will not allow used of the Habitat and Mitigation Area for both the passive recreation uses contemplated in Paragraph 6(a) above and habitat and/or wetlands mitigation or imposes additional obligations on the Developer, then such passive recreation use shall not be allowed.

(d) Recreation impact fees shall be payable at the time of development of each unit of development of the Project at the impact fees rate then in effect. Developer shall not be entitled to a credit towards recreation impact fees for the Habitat and Recreation Area. Developer's proportionate-share recreation mitigation contributions and any pre-payment of any recreation impact fees or other mitigation or pre-payment by the Developer shall be credited toward any impact fee or other exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value to the impact fees as accrued in any phase of development, in accordance with Paragraph 4 above.

7. Road and Transportation Mitigation.

(a) Developer shall be responsible for mitigation of the transportation impacts of the Project pursuant to that certain Roadway Improvement Agreement with the County dated _____, and attached hereto as **Exhibit "G"** and incorporated herein by this reference (the "**Roadway Improvement Agreement**"). Transportation Impact Fees shall be payable by the Developer and impact fee credits realized by the Developer as provided therein.

(b) Developer shall also be responsible, at Developer's own cost and expense, to design, permit, provide mitigation for and construct the Site Related Improvements, as that term is defined in the Lake County Code, for Development of the Project. Developer shall not be eligible for any impact fee credits for construction of such Site Related Improvements.

8. School Impact Mitigation.

Developer shall be responsible for mitigation of the public school system impacts of the Project pursuant to that certain School Mitigation Agreement with the Lake County School Board dated _____, and attached hereto as **Exhibit "H"** and incorporated herein by this

reference (the "School Adequate Public Facilities Agreement"). School Impact Fees shall be payable by the Developer and impact fee credits realized by the Developer as provided therein.

9. Water and Wastewater Impacts.

Developer shall be responsible for mitigation of the water and wastewater impacts of the Project pursuant to that certain City of Groveland Utility System Developer's Agreement dated _____, and attached hereto as **Exhibit "I"** and incorporated herein by this reference (the "**Utility Agreement**"). Water and Wastewater Utility Impact Fees shall be payable by the Developer and impact fee credits realized by the Developer as provided therein.

10. Wetlands Impact.

(a) Development of the Project may impact certain jurisdictional wetlands areas on the Property. Developer shall be allowed to impact such wetlands and shall be responsible for wetlands mitigation as follows:

(i) All wetlands on the project site shall be identified and classified as Class I, II, or III wetlands in accordance with the City of Groveland comprehensive plan. For purposes of the Development Agreement the location of these wetlands may be determined based upon rectified aerial photographs, GIS or other similar mapping techniques and will include a right of adjustment based upon actual field delineation and survey prior to development. Prior to development all wetlands on the property shall be field delineated in accordance with Chapter 62-340 F.A.C and/or the 1987 Corps of Engineers Wetland Delineation Manual (Manual) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0) (November 2010) as appropriate. A digital file and hard copy of the location of the wetlands will be provided to the City of Groveland for review and approval. (Policy 1.3.1) (LDR Section 117-215). Alternatively the Applicant may request that the delineation be performed by the zoning administrative officer in accordance with Section 117-215(b) and (c).

(ii) The Applicant will be permitted to impact Class II or III wetlands provided that a permit is obtained from the St. Johns River Water Management District (SJRWMD) and a copy is provided to the City of Groveland.

(iii) The Applicant will obtain a permit from the City of Groveland for any regulated activity in or within 25 feet of a Class II or III wetland. (LDR Section 117-247).

(iv) Wetlands outside any planned or permitted development will be protected by maintaining 25 foot upland buffer. Signage shall be installed to designate these areas as conservation.

(v) The Developer shall protect on-site surface waters and wetlands during construction through the use of Best Management Practices (BMPs) to control erosion and sediment transport.

(vi) No building or impervious surface (except for wet retention areas) shall be allowed within 50 feet of a designated wetland area.

11. Future Monitoring, Modeling and Adjustment.

As noted above, as of the date of this Agreement, the Developer anticipates development of the Project 2,570 single-family all-ages dwelling units, 2,000 multi-family all-ages dwelling units and 3,190 age-restricted single-family dwelling units, for a total of 7,760 new dwelling units and a mixed use of development of office, industrial retail, hotel and assisted living facility development, and the Project is anticipated to developed in four (4) phases as outlined on **Exhibit "B"**. However, it is acknowledged and agreed that the Developer shall reserve the right to monitor and model the future development demand for the Project and that future phases of development may be adjusted and requirements for mitigation and/or impact fee payments and credits adjusted from time to time pursuant to future amendment of this Agreement by mutual agreement of the City and the Developer. As an example, and not as a limitation, the Developer may increase the number of active adult age-restricted residential units which may reduce the impact upon schools and roads. The parties hereto acknowledge and agree that development, market and regulatory conditions may change over time and the Developer may have to adjust development and use of the Project from time to time, and Developer and City will cooperate in good-faith to address such conditions. Developer reserves the right to make such changes pursuant to subsequent modification of this Agreement or a separate agreement and development plan as approved by the City in its discretion, such approval not be unreasonably withheld, conditioned or delayed. Due to the size of the development and the length of time to reach final buildout, the impacts generated cannot be fully determined at this time for all phases of development. Therefore, notwithstanding anything to the contrary in this Agreement or City Code, prior to receiving approval for development in a future phase, the City and Developer shall reaccess the impacts being created by the development and will cooperate in good-faith to address the impacts. Developer acknowledges and agrees that additional mitigation and/or impact fee payments may be required.

12. Vested Rights. Upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the comprehensive amendment for the Property in compliance in accordance with Section 163.3184, Florida Statutes, the Developer and City agree the Developer has common law vested rights as to development of the Property as authorized pursuant to and in accordance with said comprehensive plan amendment and PUD zoning ordinance; however, such vesting does not guarantee concurrency or the availability of adequate facilities.

13. Representations and Warranties of Developer. Developer, in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by City. All of such representations and warranties are made to the best of Developer's knowledge and belief.

(a) Developer has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of Developer hereunder.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Developer of any provision of any agreement or other instrument to which Developer is a party nor shall it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Developer.

(c) Developer further represents and warrants that no public official or employee was paid a contingency fee, commission, gift or other consideration by Developer as an inducement to entering into this Agreement.

14. **Representations and Warranties of City.** City, in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by Developer. All of such representations and warranties are made to the best of City's knowledge and belief.

(a) City has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of City hereunder.

(b) This Agreement has been validly approved by City Council, has been duly executed and delivered by City and the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

15. **Litigation and Attorneys' Fees.** If any party to this Agreement shall bring suit in connection with the enforcement or interpretation of any provisions hereof, the prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party(ies), in addition to any other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees and paralegals' fees incurred prior to trial, at trial and on appeal. The provisions of this subsection shall survive termination of this Agreement.

16. **Time of Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding business day.

17. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement may be executed and faxed to the other parties and that the executed fax shall be binding and enforceable as an original; the parties agree to fully execute two (2) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

18. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

19. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., facsimile device) or within three (3) days after depositing

with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Developer: Floribra-Villa City IA, LLC
P.O. Box 617138
Orlando, Florida 32861
Attention: Julie Bendure
Telephone: (407) 370-9100
Fax: (407) 370-9111

With a copy to: Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: C. David Brown, II, P.A. and Holly Collins, Esq.
Telephone: (407) 839-4200
Fax: (407) 425-8377

To the City: City Manager
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736
Telephone: 352-429-2141, ext. 250
Facsimile: 352-429-_____

With a copy to: City Attorney
City of Groveland

Telephone: _____
Fax: _____

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

20. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The terms and provisions of this Agreement shall bind, and the benefits and advantages hereof shall inure to and be enforceable by, the parties hereto as well as their respective successors and permitted assigns. Whenever used herein, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Any causes of actions arising hereunder shall be tried in the court of competent jurisdiction in Lake County, Florida.

21. **Integrated Agreement, Waiver and Modification.** This Agreement (together with the documents specifically referred to herein) represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this

Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the others, then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

22. **Severability.** If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and interdependent provision and such holding shall not affect the validity of the remaining portion hereof.

23. **Joinder of Escrow Agent.** With regard to any deed or other item placed into escrow in accordance with this Agreement, Escrow Agent shall be bound by the provisions set forth in this Agreement with respect to such escrowed items. The parties hereto hereby authorize the disbursement and delivery of the escrow by the Escrow Agent in accordance with the terms and provisions set forth in this Agreement. If, however, in the sole discretion of the Escrow Agent some doubt exists as to when, to whom or under what circumstances such item shall be disbursed or released hereunder, and the parties hereto are unable after five (5) days' prior written notice thereof from Escrow Agent to agree and direct Escrow Agent, in writing, as to when, to whom or under what circumstances Escrow Agent shall disburse or release the same, Escrow Agent shall be entitled to interplead said item into the Circuit Court of Lake County, Florida, without further liability or responsibility on its part. The parties shall indemnify and hold Escrow Agent harmless against any costs, expenses and attorneys' fees incurred by Escrow Agent in connection with any such interpleader and, without limiting the foregoing, any such costs may be deducted by Escrow Agent from the amount of the funds deposited with Escrow Agent prior to its deposit into the registry of the Court. In any event, however, all parties agree that Escrow Agent shall have no liability or any further responsibility to any party or person whomsoever for any disbursement of any funds or release of any items in escrow made by Escrow Agent in good faith unless such disbursement shall constitute a willful breach of the duties and obligations of Escrow Agent under this Agreement or gross negligence on the part of Escrow Agent. City acknowledges that Escrow Agent is representing Developer and Developer in connection with the transaction contemplated hereby and City hereby waives any conflict of interest arising from Escrow Agent's representation of Developer.

24. **Effective Date.** The Effective Date of this Agreement shall be the date on which the latter of the parties hereto have executed this Agreement.

25. **Further Assurances.** Each party hereto shall each take all such additional actions and execute and deliver all such additional documents and instruments as may be required in order to fully effectuate all actions contemplated by this Agreement.

26. **Assignment.** Developer's rights and obligations under this Agreement will run with the land and may be assigned to and assumed by any successor in interest to Developer without the prior written consent of the City. Without limiting the foregoing, Developer may assign all or a portion of such party's rights or obligations hereunder to one or more community development districts created pursuant to Chapter 190, Florida Statutes.

27. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties signed hereto and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

28. **Force Majeure.** Developer shall not be deemed to be in breach of this Agreement for failure to perform by any specified date due to acts of God, fire, flood, hurricane, epidemic, labor strike, act of terrorism, act of government, or any other cause or event beyond the reasonable control of and without fault of Developer. Under such circumstance, the dates so specified shall be extended for a period equal to the length of the delay caused by the force majeure, unless a different date or extension period is mutually agreed to by City and Developer.

29. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between City and Developer. Developer has no authority to act on behalf of, or otherwise obligate or bind, City in any manner. Each party hereby acknowledges that it is sophisticated and prudent in business transactions and is acting for its own account. Each party has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party hereby acknowledges that it is proceeding at its own risk and that the other party is not acting as a fiduciary for or an adviser to it with respect to this Agreement or any responsibility or obligation contemplated herein.

30. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of City hereunder.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Developer and City have caused this Developer's Agreement to be duly executed on the dates specified below.

Signed, Sealed and Delivered
in the presence of:

Print Name: _____

"DEVELOPER"

FLORIBRA - VILLA CITY IA, LLC,
a Florida limited liability company

By: _____
Holly L. Collins, Manager

Date: _____

FLORIBRA - VILLA CITY IB, LLC,
a Florida limited liability company

By: _____
Holly L. Collins, Manager

Date: _____

FLORIBRA - VILLA CITY IC, LLC,
a Florida limited liability company

By: _____
Holly L. Collins, Manager

Date: _____

FLORIBRA - VILLA CITY ID, LLC,
a Florida limited liability company

By: _____
Holly L. Collins, Manager

Date: _____

Signature Page Number 2 to Developer's Agreement

"DEVELOPER"

BLR-VILLA CITY A, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

BLR-VILLA CITY EAST, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

BLR-AVALON LAKES-MOONSET, LLC, a
Delaware limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

ORANGE BLOSSOM HILLS-MOONSET,
LLC, a Delaware limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

Signature Page Number 3 to Developer's Agreement

“DEVELOPER”

SUMMETRO-MOONSET, LLC, a Delaware limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

HARTWOOD-MOONSET, LLC, a Delaware limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

BLR-VILLA CITY C COMMERCIAL, LLC, a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

BLR-VILLA CITY C RESIDENTIAL, LLC, a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

Signature Page Number 4 to Developer's Agreement

"DEVELOPER"

BLR-VILLA CITY ROAD COMMERCIAL, LLC, a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

BLR-VILLA CITY ROAD RESIDENTIAL, LLC, a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

SUMMETRO - VILLA CITY II, LLC, a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

SUMMETRO - VILLA CITY V, LLC, a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

Signature Page Number 5 to Developer's Agreement

"DEVELOPER"

GROVELAND - 27, LLC, a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

MARINA LANDING, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

Signature Page Number 6 to Developer's Agreement

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Holly L. Collins, as Manager of the following Florida limited liability companies, on behalf of the companies: Floribra – Villa City IA, LLC; Floribra – Villa City IB, LLC; Floribra – Villa City IC, LLC; Floribra – Villa City ID, LLC; BLR-Villa City A, LLC; BLR-Villa City East, LLC; BLR Avalon Lakes-Moonset, LLC; Orange Blossom Hills-Moonset, LLC; Summetro-Moonset, LLC; Hartwood-Moonset, LLC; BLR – Villa City C Commercial, LLC; BLR – Villa City C Residential, LLC; BLR – Villa City Road Commercial, LLC; BLR-Villa City Road Residential, LLC; Summetro – Villa City II, LLC; Summetro – Villa City V, LLC; Groveland – 27, LLC and Marina Landing, LLC. She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Print Name of Notary)

Notary Public – State of Florida

Commission Number: _____

My Commission Expires: _____

Signature Page Number 7 to Developer's Agreement

"CITY"

Signed, Sealed and Delivered
in the presence of:

CITY OF GROVELAND,
a Florida municipality

Print Name: _____

By: _____
Its: _____

Print Name: _____

Date: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY
for use and reliance by the City of Groveland,
Florida, only.

_____, City Attorney

JOINDER BY ESCROW AGENT:

BROAD AND CASSEL

LIST OF EXHIBITS

Exhibit A	Legal Description
Exhibit B	Development Phasing
Exhibit C	PUD Standards
Exhibit D	Impact Fees – Public Safety
Exhibit E	Mitigation Site
Exhibit F	Impact Fee – Recreation
Exhibit G	Roadway Improvement Agreement
Exhibit H	School Mitigation Agreement
Exhibit I	Utility Agreement

Mixed-Use Planned Unit Development Standards

PUD permitted uses.

All uses permitted under the residential, commercial zoning districts and uses permitted in the M-1 industrial zoning district.

Floor area/acreage of commercial or industrial uses.

A minimum of 89.05 acres (5% of the 1,781-acre master planned community future land use area designated within the PUD) shall be set aside for development of commercial uses, including retail, office, industrial and community facilities (excluding schools).

Commercial and industrial floor area ratios.

The maximum floor area ratio shall be 1.00.

Building setbacks.

Setbacks are measured perpendicular from the property line to the nearest support or roof structure unless otherwise defined according to the following table:

<u>Setbacks</u> ^{1,2} <u>Zone</u>	<u>Front/Street</u>		<u>Side</u>	<u>Rear</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Min</u>	<u>Min With Alley</u>
Mixed-Use	10	20	5	10	20
Mixed-Use (US 27)	10	20	5	10	20
Sustainable Neighborhood	10	30	5	10	20
Regional Commercial ³	10	N/A	10	20	N/A

1. Townhomes and zero lot line developments are allowed within the Sustainable Neighborhood and Mixed Use zones provided that the setbacks noted in this table are met at the perimeter of the development.
2. Cantilevered balconies, bay windows, residential porches and roof overhangs may encroach into the Street/Front Setback area.
3. When adjacent to residential, the side and rear setbacks shall be a minimum of 25 feet.

Building separation.

Building separation shall be in accordance with National Fire Protection Association standards.

Maximum impervious surface lot coverage.

Maximum impervious surface is limited to 60% of the gross land area (2,476 acres) within the PUD master plan, which is 64.5 million square feet.

Height of structures.

The maximum building height shall be applied according to the following zones:

Mixed Use Zone: The maximum building height allowed shall be 4 stories or 60 feet.

Sustainable Neighborhood Zone: the maximum building height allowed shall be 3 stories or 50 feet.

Regional Commercial Zone: the maximum building height allowed shall be 4 stories or 60 feet.

Recreation space requirements.

A 158-acre habitat management and recreational area shall be provided.

Landscaping requirements.

Landscaping shall be designed and constructed in accordance with Chapter 133 (Landscaping) of the Groveland Code of Ordinances as adopted by Ordinance 2011-11-43 on November 14, 2011.

Within the Mixed Use zone a street wall shall be required along the front property line, measuring 3 feet in height, if the area between the building and side property line is used for parking.

Parking areas and external lighting systems.

Lighting within the development shall be consistent with Section 137-109 (Lighting) of the Groveland Code of Ordinances.

Off-Street parking requirements.

Development within the Mixed Use zone shall provide off-street parking in accordance with Section 149-49(c) (Downtown Parking District) of the Groveland Code of Ordinances. The Urban Land Institute Shared Parking method for determining parking ratios may be utilized for mixed use developments in lieu of the Downtown Parking District requirements.

Development outside of the Mixed Use zone shall provide off-street parking in accordance with Section 149-46 (Required Parking) of the Groveland Code of Ordinances.

Treatment of street lighting.

Lighting within the development shall be consistent with Section 137-109 (Lighting) of the Groveland Code of Ordinances.

Open space requirements.

A minimum of 30 percent (as required by the comprehensive plan) of the total project area at buildout (not by phase) shall be established and maintained as common open space or common facilities. Open space may comprise lakes, streams, wetlands, floodplain and natural communities and will be required to satisfy the following standards. Pervious surfaces, such as grass verges in the right-of-way within a development, will be permitted to contribute towards the open space requirement.

RECORD AND RETURNED TO:
City of Groveland
Attn: Community Development Department
156 S. Lake Avenue
Groveland, FL 34736

**CITY OF GROVELAND UTILITY SYSTEM
DEVELOPER'S SERVICE AGREEMENT
CONTRACT NO. _____**

THIS UTILITY SYSTEM DEVELOPER'S SERVICE AGREEMENT ("Agreement") is entered into this _____, 2016, by and among **Floribra - Villa City IA, LLC**, a Florida limited liability company, and the other landowners listed on the signature page hereto (collectively "**Developer**"), and the **City of Groveland, Florida**, a municipal corporation, whose address for purposes hereof is 156 South Lake Avenue, Groveland, Florida 34736 ("**City**").

RECITALS

The City owns and operates water and wastewater utility service within its incorporated City boundaries and within a designated utility service district adopted pursuant to Chapter 180, Florida State Statutes. Developer is the owner of those certain parcels of land located in Lake County, and to be annexed into the City of Groveland, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "**Villa City Property**"), all of which lies within and is a part of the Villa City Project (the "**Project**"). The Villa City Property, once annexed, will be is located within the City's utility service district. Developer desires to have water, sewer and reuse/reclaimed water utility service available to serve the Villa City Property and City desires to provide these utility services to the Villa City Property. The Developer desires to donate certain lands to the City for location of a well site, future water treatment and/or wastewater treatment facilities, and provide other valuable consideration in order to obtain utility service from the City. City and the Developer desire to memorialize their respective obligations regarding construction of infrastructure and the provision of services. City deems it in the best interest of its citizens and utility customers to provide such utility service to the Villa City Property and to enter into this Agreement with the Developer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows;

1. **Recitals**. The foregoing recitals are true and accurate and are incorporated herein by this reference.
2. **Project Development**. The Developer has submitted a Development Application to the City for development approval of the Project which includes 2,570 single-family all-ages

dwelling units, 2,000 multi-family all-ages dwelling units and 3,190 active adult age-restricted single-family dwelling units, for a total of 7,760 new dwelling units, and a mixed use of sustainable development of office, industrial, retail, hotel and assisted living facility development, and the Project is anticipated to developed in four (4) phases as outlined on **Exhibit "B"** attached hereto and incorporated herein by this reference and as more specifically delineated in this Agreement.

3. **Donation of Land.**

(a) No later than _____ in Phase I development of the Project, the Developer will donate to the City a twenty (20) acre parcel of land as more particularly described and depicted on **Exhibit "C"** attached hereto and incorporated herein by this reference (the "Donation Parcel"). The Donation Parcel may be used for one or more of the following public utility facilities to be designed, permitted, constructed and operated in accordance with permits and approvals to be obtained by the City utilizing impact fees (i) site for two potable water wells , (ii) a water treatment plant, and/or (iii) a wastewater treatment plant. The Donation Parcel shall be valued at \$15,000.00 per acre for purposes of this Agreement. The Donation Parcel shall be conveyed in accordance with the terms and conditions set forth in Paragraph 10 below.

(b) In consideration for the conveyance of the Donation Parcel in accordance with the terms and conditions set forth herein below, and pre-payment of impact fees, the City shall reserve and guarantee capacity for water and wastewater for development of the Project as set forth in Paragraph 7 below.

4. **Potable Water Improvements.**

(a) If the City has not completed construction of a water treatment plant on the Donation Parcel at the time Developer is prepared to commence construction of structures on Phase I development of the Project, the Developer, at its expense, will design, permit and construct a water line from the City's Sunshine Parkway Water Treatment Plant to the Villa City Property in sufficient capacity to provide potable water to serve a total of ____ Equivalent Residential Units ("ERUs") of development within Phase I development the Project.

(b) During Phase I development of the Project, the Developer, at its expense, will design, permit and construct potable water lines, valves and appurtenant improvement in sufficient capacity to serve the Project. The phasing of such potable water lines and improvements shall be determined in accordance with the review and approval of the Plans as provided below.

5. **Wastewater Improvements.**

(a) If the City has not completed construction of a wastewater treatment plant on the Donation Parcel at the time Developer is prepared to commence construction of structures on Phase I development of the Project, the Developer, at its expense, will design, permit and construct a wastewater force main line connection from the City's Sunshine Parkway Wastewater Treatment Plant to the Villa City Property in sufficient capacity to provide potable water to serve a total of ____ ERUs within Phase I development the Project.

(b) During Phase I development of the Project, the Developer, at its expense, will design, permit and construct a sewer lift stations as needed to serve the Project. The exact design, locations and capacity of the lift stations phasing of the wastewater line segments shall be determined in accordance with the review and approval of the Plans as provided below. Upon completion of construction and acceptance by the City, the parcels for each lift station shall be conveyed to the City.

6. **Reuse/Reclaimed Water Improvements.**

(a) If the City has not completed construction of a wastewater treatment plant on the Donation Parcel at the time Developer is prepared to commence construction of structures on Phase I development of the Project, Developer, at its expense, will design, permit and construct a reuse/reclaimed water line connection from the City's Sunshine Parkway Wastewater Treatment Plant to Villa City Property.

(b) Developer shall provide reuse/reclaimed water infrastructure to all common areas, boulevards, homes and commercial development within the Project.

7. **Provision of Service and Prepayment of Impact Fees.**

(a) In consideration for the conveyance of the Donation Parcel and prepayment of impact fees, and provided the potable water and wastewater improvements have been completed in accordance with Sections 3 and 4 above:

i. The City shall reserve in favor of the Developer and guarantees potable water service capacity to serve a total of ____ ERUs of development within the Project provided that such reservation shall expire if not used by _____.

ii. The City shall reserve in favor of the Developer and guarantees wastewater service capacity to serve a total of ____ ERUs of development within the Project provided that such reservation shall expire if not used by _____.

iii. The City shall reserve in favor of the Developer and guarantees reuse/reclaimed water service capacity to serve a total of ____ ERUs of development within the Project provided that such reservation shall expire if not used by _____.

(b) On or before January 1, 2020, Developer shall pay to the City water, wastewater and reuse impact fees equivalent to ____ ERUs of development.

(c) In the event a total of 1,030 residential units, 50,000 square feet of office and 65,000 square feet of retail within the Project have not received certificates of occupancy by December 31, 2020, the Developer shall pay to the City (1) user fees for the number of residential units equal to the difference between 1,030 residential units and the actual number of residential units which have received certificates of occupancy by December 31, 2020; and (2) user fees for the difference in square footage of 50,000 square feet of office and 65,000 square feet of retail and the actual square footage, respectively, which have received certificates of occupancy by December 31, 2020.

(d) In the event a total of 2,134 residential units, 50,000 square feet of office, 125,000 square feet of retail, 100 ALF beds, and 150 hotel rooms have not received certificates of occupancy by December 31, 2025, the Developer shall pay to the City (1) user fees for the number of residential units equal to the difference between 2,134 residential units and the actual number of residential units which have received certificates of occupancy by December 31, 2025; (2) user fees for the difference in square footage between 50,000 square feet of office and 125,000 square feet of retail and the actual square footage, respectively, which have received certificates of occupancy by December 31, 2025; (3) user fees for [NEED TO DISCUSS HOW TO CHARGE FOR ALF AND HOTEL – SQUARE FOOTAGE]. The user fees to be paid under this subsection are in addition to any user fees required under subsection (c) above.

(e) In the event a total of 2,728 residential units, 75,000 square feet of office, 110,000 square feet of retail, and 150 ALF beds have not received certificates of occupancy by December 31, 2030, the Developer shall pay to the City (1) user fees for the number of residential units equal to the difference between 2,728 residential units and the actual number of residential units which have received certificates of occupancy by December 31, 2030; (2) user fees for the difference in square footage between 75,000 square feet of office and 110,000 square feet of retail and the actual square footage, respectively, which have received certificates of occupancy by December 31, 2030. The user fees to be paid under this subsection are in addition to any user fees required to be paid under subsections (c) and (d) above.

(f) In the event a total of 1,868 residential units, 125,000 square feet of office, 200,000 square feet of retail, 150 ALF beds and 100,000 square feet of industrial have not received certificates of occupancy by December 31, 2035, the Developer shall pay to the City (1) user fees for the number of residential units equal to the difference between 1,868 residential units and the actual number of residential units which have received certificates of occupancy by December 31, 2035; (2) user fees for the difference in square footage between 125,000 square feet of office and 200,000 square feet of retail and the actual square footage, respectively, which have received certificates of occupancy by December 31, 2035; (3) user fees for [NEED TO DISCUSS HOW TO CHARGE FOR ALF– SQUARE FOOTAGE]; and (4) user fees for the difference in square footage between 100,000 square feet of industrial and the actual square footage of industrial which has received certificates of occupancy by December 31, 2035. The user fees to be paid under this subsection are in addition to any user fees required to be paid under subsections (c), (d) and (e) above.

8. Impact Fee Credits.

Developer shall be entitled to impact fee credits for construction of the potable water, wastewater and reuse/reclaimed water improvements constructed pursuant to Paragraphs 4(a), 5(a) and 6(a) in accordance with the schedule provided on **Exhibit "D"** attached hereto and incorporated herein by this reference. The final estimated cost and expense of the construction of those improvements shall be prepared, signed and sealed by an engineer licensed to practice in the State of Florida; provided, however, that in no event shall the amount of impact fee credits awarded exceed the actual construction cost of the improvements.

9. Conveyance of Systems.

(a) Developer shall, upon completion of potable water improvements (including successful testing) and upon acceptance by City of the Developer's construction of the potable, convey by bill of sale said potable water system, including all elements thereof to City at no additional charge to City. Developer shall warrant the design, materials, and construction of the conveyed systems for a period of two (2) years from the date of conveyance to City, and shall provide to City a bond or letter of credit in an amount as required by City Code ("Water Maintenance Bond"). If an event or events occur within the two (2) year period that constitute a breach of the warranty and the warranty is not honored within a reasonable time after notice from the City of said event, the City may make a claim for failure of the design, materials or construction against the Water Maintenance Bond in an amount equal to reasonable costs to repair the failure. In such event the City shall repair the failure in a reasonable time after receipt of funds from the Water Maintenance Bond. All maintenance of the potable system conveyed to City shall be performed by City at City's sole cost and expense, unless the required maintenance is covered by the two year warranty in which case the maintenance will be performed by Developer or at Developer's direction.

(b) Developer shall, upon completion of wastewater and reuse/reclaimed water Improvements (including successful testing) and upon acceptance by City of the Developer's construction of same, convey by bill of sale said wastewater and reuse/reclaimed water system, including all elements thereof to City at no additional charge to City. Developer shall warrant the design, materials and construction of the conveyed systems for a period of two (2) years from the date of conveyance to City, and shall provide to City a bond or letter of credit in an amount as required by City Code ("Wastewater Maintenance Bond"). If an event or events occur within the two (2) year period that constitute a breach of the warranty and the warranty is not honored within a reasonable time after notice from the City of said event, the City may make a claim for failure of the design, materials or construction against the Wastewater Bond in an amount equal to reasonable costs to repair the failure. In such event the City shall repair the failure in a reasonable time after receipt of funds from the Wastewater Bond. All maintenance of the water, wastewater and reuse/reclaimed water system conveyed to City shall be performed by City at City's sole cost and expense, unless the required maintenance is covered by the two year warranty in which case maintenance will be performed by Developer or at Developer's direction.

10. Conveyance of Real Property Interests.

(a) Developer upon completion of the potable water, wastewater and reuse/reclaimed Water Improvements (including successful testing) shall by plat dedication and non-exclusive utility easement convey to City underground utility easements sufficient for the potable water, wastewater, and reuse/reclaimed water system, including all elements thereof located within the Villa City Property including reasonable and necessary access thereto for maintenance repair and replacement. Such easements shall provide for transmission of such utilities across Developer's property for utility service on and off each property. Developer reserves the right to use such easement areas provided such use shall not unreasonably interfere with City's use or unreasonably inconvenience City's use. City's utilities shall not be relocated without City's consent, which shall not be unreasonably withheld, provided any relocation shall not unreasonably interfere with City's operation of its utilities.

(b) Developer shall convey or cause to be conveyed to City by warranty deeds those parcels within each Developer's property upon which a wastewater lift station has been constructed. Such sites shall have full access from the right-of-way within each Developer's property.

(c) Developer shall convey or cause to be conveyed to City by bill of sale potable water, wastewater, and reuse/reclaimed water system improvements and such other public improvements including but not limited to public streets.

11. **Evidence of Title.** At least thirty (30) days prior to the City's acceptance of the water distribution, reuse/reclaimed water distribution, and wastewater collection facilities, at the expense of the Developer, the Developer agrees to deliver to the City a then-current certificate of title from a nationally recognized title insurance company showing the status of title with respect to the Villa City Property, setting out the name of the legal title holder(s), the outstanding mortgages, taxes, liens, covenants and other matters of public record, which certificate shall be retained by the City, and remain the property of the City. The provisions of this Section are for the exclusive rights of service contained in this Agreement. Any mortgage or lien holder having an interest in the Villa City Property shall be required to join in the grant of exclusive service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

12. **Easement and Right of Access.** The Developer hereby grant and gives the City the exclusive right or privilege to construct, own, maintain, and operate the water, wastewater, and reuse/reclaimed water facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. The Developer hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Villa City Property adjacent to lands being conveyed to the City; that the foregoing grants shall be perpetual. The City covenants that it will use due diligence in ascertaining all easement locations; however, should the City install any of its facilities outside a dedicated easement area, the Developer, the successors and assigns of the Developer, covenant and agree that the City will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed, which determination shall be made in the sole and reasonable discretion of the Developer(s). The City hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reuse/reclaimed water industry with respect to the installation of all its water, wastewater, and reuse/reclaimed water facilities in any of the easement areas; and the Developer in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easement to other entities to provide to the Villa City Property any utility services other than water, wastewater, and reuse/reclaimed water service.

13. **Provision of Service; Payment of Rates.**

(a) Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Developer, and payment by Developer of such other fees

which are a prerequisite to connection to the City's utility, the City covenants and agrees that it will allow the connection of the water distribution, reuse/reclaimed water distribution, and wastewater collection facilities installed by the Developer to the central water, wastewater, and reuse/reclaimed water facilities of the City in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The City agrees that once it provides water, wastewater, and reuse/reclaimed water service to the Villa City Property and the Developer, or others have connected customer installations to its system, that thereafter, the City will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water and wastewater service to the Villa City Property in a manner to conform with all requirements of at governmental agencies having jurisdiction over the water and wastewater system of the City. The Developer, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the City and otherwise fully comply with the City's rules, regulations, and ordinances applicable to the provision of water and wastewater service.

(b) The Developer, its successors and assigns, agree to pay the City for monthly service within the time period provided by City Code after statement is rendered by the City, all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the City may, in its sole discretion, terminate service to the individual parcel or lot in question. Nothing herein shall be construed as creating an obligation on the Developer as to the failure of a third party to make such payment.

(c) The City may establish, revise, modify and enforce rules, regulations and rates covering the provision of water and wastewater service to the owners on the Villa City Property. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to the Developer or customers located upon the Properties shall be identical to rates charged for the same classification of service. All rules, regulations, and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon the Developer, upon any other entity holding by, through or under each Developer; and upon any customer of the water and wastewater service provided to the Villa City Property by the City.

14. **Design, Review, Construction and Inspection of Facilities.** The Developer will retain an engineer licensed to practice in the State of Florida and reasonably satisfactory to the City to perform the design engineering and permitting for the water, wastewater and reuse/reclaimed water improvements to be constructed by Developer. Developer will submit the detailed plans and specifications (the "Plans") to the City review and approval. Each stage of such design shall be subject to approval by the City. During the construction of the water distribution, reuse/reclaimed water distribution, and wastewater collection facilities by Developer, the City shall have the right to inspect such installation to determine compliance with the Plans, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the City upon completion of construction. City inspections of the off-site and on-site facilities will not delay the construction schedule. Any improvements to be constructed by or funded by the Developer under the terms of this Agreement will be constructed to meet

minimum applicable code requirements and to the standards generally utilized in similar construction projects in the area.

15. **Permission to Connect Required.** The Developer, or any owner of any parcel of the Villa City Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reuse/reclaimed water facilities of the City until payment is received for such connection and approval for such connection has been granted by the City, such approval not to be unreasonably withheld.

16. **Failure to Perform by Developer.** In the event Developer shall fail to make their required payments due hereunder or fail to construct their required improvements, the following remedies shall apply:

(a) As to a failure to make payment to the City by Developer, the City must send a notice to Developer as set forth in Paragraph 18 of this Agreement advising of the failure and requesting payment within thirty (30) days of delivery of such notice. If payment is not received within said thirty-day period, the City shall be entitled to record a lien against any of the Villa City Property owned by Developer. Interest shall accrue at the highest rate permitted by law on any payment not timely received.

(b) The City shall be entitled to all other remedies available at law or equity.

17. **Failure to Perform by City.** In the event the City shall fail to perform hereunder, Developer shall be entitled to all remedies available at law or equity; including the right to complete the City's obligations hereunder and receive reimbursement for all costs incurred by the performing party to complete the City's obligations hereunder.

18. **Notices.** All notices, demands or other writings required or permitted to be given or made or sent under this Agreement, by either party to the other, shall be in writing and shall be deemed to have been fully delivered upon (i) receipt of such notice when hand delivered (by personal courier or overnight delivery service) to the party to whom such notice is addressed as set forth below, (ii) receipt of such notice as indicated by the signature and date on the return receipt of a certified mailing, or (iii) on the same day if sent by facsimile and a printed confirmation of transmission is obtained by the sender, and addressed and transmitted to the party to whom such notice is to be delivered as set forth below.

To Developer: Floribra-Villa City IA, LLC

Attention: _____
Telephone: (407) _____
Fax: (407) _____

With a copy to: Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

Attention: C. David Brown, II, P.A. and Holly Collins, Esq.
Telephone: (407) 839-4200
Fax: (407) 425-8377

To the City: City Manager
City of Groveland
156 S. Lake Avenue
Groveland, Florida 34736
Telephone: (352) 429-2141 ext. 250
Fax: (352) 429-

With a copy to: City Attorney
City of Groveland

Telephone: _____
Fax: _____

Any party by written notice in accordance with the requirements of this Paragraph may modify its address for receipt of all future notices.

19. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior negotiations, correspondence, conversations, agreements, understandings, representations and statements, oral or written, are incorporated and merged into this Agreement.

20. **Amendments to Agreement.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective or binding upon the parties hereto unless the same is contained in a written instrument executed by the parties.

21. **Binding Agreement; Assignments By Developer.**

(a) This Agreement shall be binding upon and inure to the benefit of Developer, the City and their respective successors and assigns. The terms and conditions of this Agreement shall burden, benefit and shall run with the title to the Villa City Property.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Developer, the City and their respective assigns and successors by merger, consolidation or conveyance.

22. **Survival of Covenants.** The rights, privileges, obligations and covenants of the Developer and the City shall survive the completion of the work of the Developer with respect to completing the water, wastewater, and reuse/reclaimed water facilities and services to any phase area and to the Villa City Property as a whole.

23. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect receipt of any material benefits by a party hereunder or substantially increase the burden of a party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability or the remainder of this Agreement.

24. **Authority.** Each party warrants and represents to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that, upon execution of this Agreement by both parties, this Agreement shall be valid, binding and enforceable against such parties and their respective successors and assigns.

25. **Breach.** In the event of a breach of this Agreement by either party hereto, the other party shall have the rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

26. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the Circuit Court of and for Lake County, Florida.

27. **Time is of the Essence.** Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

28. **Captions.** The captions or paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.

29. **Attorney's Fees.** The prevailing party in any action or proceeding to enforce the terms and provisions of this Agreement shall be entitled to recover from the nonprevailing party, all reasonable attorney's and paralegal fees, and costs incurred before trial, at all trial and appellate levels, in all post judgment proceedings and in any bankruptcy proceedings; provided, however, attorney fees shall be limited to no more than \$100,000.00 including fees and costs.

30. **Disclaimers; Limitations on Liability.**

(a) **STATUS.** THE CITY AND DEVELOPER ARE NOT AGENTS OF THE OTHER.

(b) **INDEMNIFICATION.** UP UNTIL THE DATE OF CONVEYANCE TO THE CITY OF ALL ON-SITE WATER, WASTEWATER, AND REUSE/RECLAIMED WATER FACILITIES, DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE VILLA CITY PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH

AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, THE DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING, PROVIDED FURTHER. HOWEVER, THE DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (2016), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY THE CITY UNDER STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

(c) FORCE MAJEURE. THE PARTIES HERETO SHALL NOT BE LIABLE OR RESPONSIBLE TO THE OTHER BY REASON OF THE FAILURE OR INABILITY OF A PARTY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR ANY INJURY TO THE OTHERS OR BY THOSE CLAIMING BY OR THROUGH THE OTHERS, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE. AS HEREINAFTER SET FORTH, THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES; LANDSLIDES, EARTHQUAKES. FIRES. STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, COUNTY. MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE PERFORMING PARTY AND WHICH BY EXERCISE OF DUE DILIGENCE THE PERFORMING PARTY IS UNABLE TO OVERCOME; PROVIDED, HOWEVER, THE CITY SHALL NOT BE ABLE TO CLAIM FORCE MAJEURE AS TO ANY RESTRAINT OR PROCLAMATION RENDERED BY THE CITY.

(d) DISCLAIMER OF THIRD PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR AN AUTHORIZED SUCCESSOR OR ASSIGNEE THEREOF.

(e) DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S UTILITY SYSTEMS), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEMS) AS SECURITY FOR ANY AMOUNTS OF MONEY OR VALUE PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

31. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the last of the parties to do so.

32. Recording of Agreement. This Agreement shall be recorded in the Public Records of Lake County, Florida.

33. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

[SEVEN (7) SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signed, Sealed and Delivered
in the presence of:

Print Name: _____

“DEVELOPER”

FLORIBRA - VILLA CITY IA, LLC,
a Florida limited liability company

By: _____
Holly L. Collins, Manager

Date: _____

FLORIBRA - VILLA CITY IB, LLC,
a Florida limited liability company

By: _____
Holly L. Collins, Manager

Date: _____

FLORIBRA - VILLA CITY IC, LLC,
a Florida limited liability company

By: _____
Holly L. Collins, Manager

Date: _____

FLORIBRA - VILLA CITY ID, LLC,
a Florida limited liability company

By: _____
Holly L. Collins, Manager

Date: _____

“DEVELOPER”

BLR-VILLA CITY A, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

BLR-VILLA CITY EAST, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

BLR-AVALON LAKES-MOONSET,
LLC, a Delaware limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

ORANGE BLOSSOM HILLS-
MOONSET, LLC, a Delaware limited
liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

Signature Page Number 3 to City of Groveland Utility System Developer's Service Agreement

“DEVELOPER”

**SUMMETRO-MOONSET, LLC, a
Delaware limited liability company**

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

**HARTWOOD-MOONSET, LLC, a
Delaware limited liability company**

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

**BLR-VILLA CITY C COMMERCIAL,
LLC, a Florida limited liability company**

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

**BLR-VILLA CITY C RESIDENTIAL,
LLC, a Florida limited liability company**

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

“DEVELOPER”

**BLR-VILLA CITY ROAD
COMMERCIAL, LLC**, a Florida limited
liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

**BLR-VILLA CITY ROAD
RESIDENTIAL, LLC**, a Florida limited
liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

SUMMETRO - VILLA CITY II, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

SUMMETRO - VILLA CITY V, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

Signature Page Number 5 to City of Groveland Utility System Developer's Service Agreement

“DEVELOPER”

GROVELAND - 27, LLC, a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

MARINA LANDING, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Holly L. Collins, Manager

Date: _____

Print Name: _____

Signature Page Number 6 to City of Groveland Utility System Developer's Service Agreement

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Holly L. Collins, as Manager of the following limited liability companies, on behalf of the companies: Floribra – Villa City IA, LLC; Floribra – Villa City IB, LLC; Floribra – Villa City IC, LLC; Floribra – Villa City ID, LLC; BLR-Villa City A, LLC; BLR-Villa City East, LLC; BLR-Avalon Lakes-Moonset, LLC; Orange Blossom Hills-Moonset, LLC; Summetro-Moonset, LLC; Hartwood-Moonset, LLC; BLR-Villa City C Commercial, LLC; BLR-Villa City C Residential, LLC; BLR-Villa City Road Commercial, LLC; BLR-Villa City Road Residential, LLC; Summetro – Villa City II, LLC; Summetro – Villa City V, LLC; Groveland – 27, LLC and Marina Landing, LLC. She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of notary public)

(Typed name of notary public)

Notary Public, State of _____

Commission No. _____

My commission expires: _____

Signature Page Number 7 to City of Groveland Utility System Developer's Service Agreement

“CITY”

Signed, Sealed and Delivered
in the presence of:

CITY OF GROVELAND,
a Florida municipality

Print Name: _____

By: _____

Its: _____

Date: _____

Print Name: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY
for use and reliance by the City of Groveland,
Florida, only.

_____, City Attorney

EXHIBIT "A"

The Villa City Property

LEGAL DESCRIPTIONS:

FLORIBRA-VILLA CITY IA

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 21 South, Range 25 East, Lake County, Florida:

LESS that portion of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying Northeasterly of U S Highway 27.

LESS that Right-of-way for U S Highway 27 thereof.

LESS that certain parcel being described as follows:

That portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 18, Township 21 South, Range 25 East being the West 704.59 feet of the North 369.50 feet thereof, Lake County, Florida and being subject to County Road 565, an Eighty (80) Foot Right-of-way as now laid out.

FLORIBRA-VILLA CITY IB

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 21 South, Range 25 East, Lake County, Florida and being subject to County Road 565, an Eighty (80) Foot Right-of-way as now laid out.

Together with:

The West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 21 South, Range 25 East, Lake County, Florida and being subject to County Road 565, an Eighty (80) Foot Right-of-way as now laid out.

Together with:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 21 South, Range 25 East, Lake County, Florida and being subject to County Road 565, an Eighty (80) Foot Right-of-way as now laid out.

FLORIBRA-VILLA CITY IC

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 21 South, Range 24 East, Lake County, Florida.

FLORIBRA-VILLA CITY ID

The Southwest $\frac{1}{4}$ of Section 24, Township 21 South, Range 24 East, Lake County, Florida, LESS that part thereof described as follows:

COMMENCING at the Northwest corner of said Section 24, thence South 0°27'06" East (all bearings mentioned herein are assumed), along the West line of said Section 24, a distance of 2646.56 feet to the West ¼ corner of said Section 24; thence South 00°23'19" East, a distance of 792.07 feet to the POINT OF BEGINNING; thence continue South 00°23'19" East, a distance of 100.14 feet; thence South 87°18'48" East, a distance of 410.35 feet; thence North 02°41'12" East a distance of 100 feet; thence North 87°18'48" West, a distance of 415.73 feet to the POINT OF BEGINNING.

VILLA CITY A

That portion of Section 18, Township 21 South, Range 25 East described as follows:

The East ¼ of Government Lot 2; The Southwest 1/4 of the East 1/2 of Government Lot 2 lying Northeasterly of U.S. Highway 27; the East 1/2 of Government Lot 3 lying Northeasterly of U.S. Highway 27; the East 1/2 of the Southeast 1/4 of said Section 18, lying Northeasterly of U.S. Highway 27; the Northwest 1/4 of the Southeast 1/4 of said Section 18 lying Northeasterly of U.S. Highway 27; the South 1/2 of the Northeast 1/4 of said Section 18; the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 18; the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 18 all lying in Lake County, Florida.

VILLA CITY EAST

The West ½ of the Northeast ¼ of Section 30, Township 21 South, Range 25 East, Lake County, Florida;

AND

Begin at the Northwest corner of the Southeast ¼ of Section 30, Township 21 South, Range 25 East, Lake County, Florida; Thence N. 89°35'07" E., a distance of 668.25 feet to the Northeast corner of the Northwest ¼ of the Northwest ¼ of the Southeast ¼; thence S. 00°10'48" W., along the easterly line of the said Northwest ¼ of the Northwest ¼ of the Southeast ¼, a distance of 300.00 feet; thence N. 66°08'20"W., a distance of 729.65 feet to the Point of Beginning.

Less Right-of-Way for Villa City Road in Deed Book 381, Page 109, Public Records of Lake County, Florida.

ORANGE BLOSSOM HILLS-MOOSSET ET. AL.

PARCEL 1:

THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4, LESS THE NORTH 10 FEET THEREOF, AND LESS THE SOUTH 317.36 FEET OF THE NORTH 327.36 FEET OF THE EAST 10 FEET, OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY FLORIDA.

PARCEL 2:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE EAST 1/2 OF GOVERNMENT LOT 1, AND THE NORTH 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 1, LESS THE NORTH 10 FEET THEREOF, OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA.

PARCEL 3:

THE NORTHWEST 1/4 OF THE EAST 1/2 OF GOVERNMENT LOT 2, AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE EAST 1/2 OF GOVERNMENT LOT 1, LESS THE NORTH 10 FEET, SECTION 30, TOWNSHIP 21 SOUTH, RANGE 25 EAST, OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA.

PARCEL 4:

THE EAST 3/4 OF THE SOUTH 1/2 OF GOVERNMENT LOT 1, LESS THE ROAD, NORTHEAST 1/4 OF THE EAST 1/2 OF GOVERNMENT LOT 1. LESS NORTH 10 FEET AND LESS THE ROAD, THE EAST 1/4 OF THE GOVERNMENT LOT 2, LESS THE ROAD, SECTION 30, TOWNSHIP 21 SOUTH, RANGE 25 EAST LAKE COUNTY FLORIDA, LESS ANY PORTION THEREOF LYING SOUTHEASTERLY OF THE ROAD.

LESS THAT PORTION CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED MAY 18, 1956 IN BOOK 383, PAGE 123.

VILLA CITY C COMMERCIAL

A parcel of land being situated in Section 20, Township 21 South, Range 25 East, Lake County, Florida, identified as Parcel I.D. No.: 20-21-25-000200000902, lying within the following described lands:

Commencing at the North 114 corner of Section 20, Township 21 South, Range 25 East; thence run South 89°41'27" West along the North line of the Northwest 1/4 of said Section 20 for a distance of 443.01 feet to the POINT OF BEGINNING; thence departing said North line, run North 00°003 '06" East for a distance of 984.02 feet; thence run North 89°41'27" East for a distance of 443.01 feet to the West line of the Southeast 1/4 of Section 17, Township 21 South, Range 25 East; thence run North 00°03'06" East along said West line for a distance of 36.26 feet to a point on the South line of Creek and Marsh in the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence departing said West line, run along the said South line of the Creek and Marsh the following Courses and Distances: thence run North 74°07'30" East for a distance of 107.81 feet; thence run North 74°55'24" East for a distance of 104.94 feet; thence run North 75°28'01" East for a distance of 114.40 feet; thence run South 87°52'24" East for a distance of 18.60 feet; thence run South 05°51'43" East for a distance of 69.02 feet; thence run South 87°43'20" East for a distance of 101.87 feet; thence run South 86°03'35" East for a distance of 81.00 feet; thence run South 70°53'23" East for a distance of 55.65 feet; thence run South 55°42'04" East for a distance of 92.59 feet; thence run South 41°35'42" East for a distance of 87.98 feet; thence

run South 28°34'02" East for a distance of 81.31 feet; thence run South 16°57'43" East for a distance of 113.85 feet; thence run South 04°55'52" East for a distance of 188.19 feet; thence run South 33°33'03" East for a distance of 22.19 feet; thence run South 52°20'25" East for a distance of 31.48 feet; thence run South 69°32'51" East for a distance of 50.11 feet; thence run North 86°30'53" East for a distance of 106.51 feet; thence run North 88°13'31" East for a distance of 46.04 feet; thence run North 74° 17'45" East for a distance of 46.00 feet; thence run North 57°50'58" East for a distance of 58.53 feet; thence run North 43°27'40" East for a distance of 86.75 feet; thence run North 26°08'14" East for a distance of 193.83 feet; thence run North 78°22'28" East for a distance of 57.30 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence departing said South line of the Creek and Marsh, run South 00°00'38" East along said East line for a distance of 38.41 feet; thence departing said East line, run South 89°57'56" East for a distance of 320.00 feet; thence run South 00°00'38 East for a distance of 730.00 feet to the North line of the Northeast 1/4 of the aforesaid Section 20; thence run South 89°57'56" East along said North line for a distance of 670.33 feet; thence departing said North line, run South 01°30'45" West for a distance of 663.24 feet; thence run North 89°50'07" West for a distance of 990.27 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 20; thence run South 01°30'45" West along said West line for a distance of 660.99 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 20; thence departing said West line, run North 89°42'14" West along the South line of said Northwest 1/4 of Northeast 1/4 for a distance of 1316.68 feet to the Southwest corner of said Northwest 1/4 of Northeast 1/4; thence departing said South line, run South 00°50'20" West along the East line of the Northwest 1/4 of said Section 20 for a distance of 170.66 feet to the Northerly right of way line of State Road 25 (also known as U.S. Highway 27), said point also being on a curve, concave Northeasterly, and having a radius of 5661.65 feet, a chord bearing of North 60°46'10" West, and a chord distance of 1101.36 feet; thence run along the arc of said curve, and said Northerly right of way line, through a central angle of 11°09'48" for a distance of 1103.10 feet to the point of tangency; thence run North 55°11'16" West, along said Northerly right of way line, for a distance of 1639.17 feet to the intersection of said Northerly right of way line with the aforesaid North line of the Northwest 1/4 of Section 20; thence departing said Northerly right of way line, run North 89°41'27" East for a distance of 1885.70 feet to the POINT OF BEGINNING.

VILLA CITY C RESIDENTIAL

Those certain parcels of land being situated in Sections 17 and 20, Township 21 South, Range 25 East, Lake County, Florida, identified as Parcel I.D. No.'s: 17-21-25-000300000401, 17-21-25-000400000600, 20-21-25-000100000200, 20-21-25-000100000300, 20-21-25-000200000903, and 20-21-25-000200001000, lying within the following described lands:

Commencing at the North 114 corner of Section 20, Township 21 South, Range 25 East; thence run South 89°41'27" West along the North line of the Northwest 1/4 of said Section 20 for a distance of 443.01 feet to the POINT OF BEGINNING; thence departing said North line, run North 00°003 '06" East for a distance of 984.02 feet; thence run North 89°41'27" East for a distance of 443.01 feet to the West line of the Southeast 1/4 of Section 17, Township 21 South, Range 25 East; thence run North 00°03'06" East along said West line for a distance of 36.26 feet to a point on the South line of Creek and Marsh in the Southwest 1/4 of the Southeast 1/4 of said

Section 17; thence departing said West line, run along the said South line of the Creek and Marsh the following Courses and Distances: thence run North 74°07'30" East for a distance of 107.81 feet; thence run North 74°55'24" East for a distance of 104.94 feet; thence run North 75°28'01" East for a distance of 114.40 feet; thence run South 87°52'24" East for a distance of 18.60 feet; thence run South 05°51'43" East for a distance of 69.02 feet; thence run South 87°43'20" East for a distance of 101.87 feet; thence run South 86°03'35" East for a distance of 81.00 feet; thence run South 70°53'23" East for a distance of 55.65 feet; thence run South 55°42'04" East for a distance of 92.59 feet; thence run South 41°35'42" East for a distance of 87.98 feet; thence run South 28°34'02" East for a distance of 81.31 feet; thence run South 16°57'43" East for a distance of 113.85 feet; thence run South 04°55'52" East for a distance of 188.19 feet; thence run South 33°33'03" East for a distance of 22.19 feet; thence run South 52°20'25" East for a distance of 31.48 feet; thence run South 69°32'51" East for a distance of 50.11 feet; thence run North 86°30'53" East for a distance of 106.51 feet; thence run North 88°13'31" East for a distance of 46.04 feet; thence run North 74° 17'45" East for a distance of 46.00 feet; thence run North 57°50'58" East for a distance of 58.53 feet; thence run North 43°27'40" East for a distance of 86.75 feet; thence run North 26°08'14" East for a distance of 193.83 feet; thence run North 78°22'28" East for a distance of 57.30 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence departing said South line of the Creek and Marsh, run South 00°00'38" East along said East line for a distance of 38.41 feet; thence departing said East line, run South 89°57'56" East for a distance of 320.00 feet; thence run South 00°00'38 East for a distance of 730.00 feet to the North line of the Northeast 1/4 of the aforesaid Section 20; thence run South 89°57'56" East along said North line for a distance of 670.33 feet; thence departing said North line, run South 01°30'45" West for a distance of 663.24 feet; thence run North 89°50'07" West for a distance of 990.27 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 20; thence run South 01°30'45" West along said West line for a distance of 660.99 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 20; thence departing said West line, run North 89°42'14" West along the South line of said Northwest 1/4 of Northeast 1/4 for a distance of 1316.68 feet to the Southwest corner of said Northwest 1/4 of Northeast 1/4; thence departing said South line, run South 00°50'20" West along the East line of the Northwest 1/4 of said Section 20 for a distance of 170.66 feet to the Northerly right of way line of State Road 25 (also known as U.S. Highway 27), said point also being on a curve, concave Northeasterly, and having a radius of 5661.65 feet, a chord bearing of North 60°46'10" West, and a chord distance of 1101.36 feet; thence run along the arc of said curve, and said Northerly right of way line, through a central angle of 11°09'48" for a distance of 1103.10 feet to the point of tangency; thence run North 55°11'16" West, along said Northerly right of way line, for a distance of 1639.17 feet to the intersection of said Northerly right of way line with the aforesaid North line of the Northwest 1/4 of Section 20; thence departing said Northerly right of way line, run North 89°41'27" East for a distance of 1885.70 feet to the POINT OF BEGINNING.

BLR-VILLA CITY ROAD COMMERCIAL

A) THE VILLA CITY PROPERTY IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS:

THE SOUTH ¼ OF THE EAST ½ OF GOVERNMENT LOT 4 (LESS RIGHT OF WAY FOR STATE ROAD NO. 565).

B) THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (ALSO SOMETIMES DESCRIBED AS THE EAST 1/2 OF GOVERNMENT LOT 3) AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL LYING SOUTH AND WEST OF U.S. HIGHWAY 27 AND WEST OF VILLA CITY ROAD, LESS AND EXCEPT THEREFROM ALL EXISTING ROAD RIGHTS-OF-WAY, SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

C) THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST ¼ LYING SOUTH AND WEST OF U.S. HIGHWAY 27 AND EAST OF VILLA CITY ROAD, LESS AND EXCEPT THEREFROM ALL EXISTING ROAD RIGHTS-OF-WAY, SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

D) THE WEST 704.59 FEET OF THE NORTH 369.50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS AND EXCEPT THEREFROM ALL EXISTING ROAD RIGHTS-OF-WAY, SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

E) THE NORTH ¼ OF THE EAST ½ OF GOVERNMENT LOT 4, SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA (LESS RIGHT OF WAY FOR STATE ROAD NO. 565).

BLR-VILLA CITY ROAD RESIDENTIAL

A) THE EAST 150 FEET OF THE SOUTH 300 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

B) THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM THE EAST 1500 FEET OF THE NORTH 400 FEET AND ALSO LESS THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 24 EAST

C) THE VILLA CITY PROPERTY IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA (LESS RIGHTS-OF-WAY FOR U.S. HIGHWAY 27 AND STATE ROAD NO. 565), DESCRIBED AS:

THE WEST ½ OF GOVERNMENT LOT 4, LESS THE NORTH 250 FEET OF THE WEST 275 FEET.

D) THE VILLA CITY PROPERTY IN SECTION 24, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS:

THE WEST $\frac{3}{4}$ OF THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$, LESS THE WEST 10 FEET THEREOF; AND

THE NORTH $\frac{3}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$; AND

THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$; AND

THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; AND

THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$; LESS THE SOUTH 10 FEET OF THE WEST 670 FEET OF THE EAST $\frac{3}{4}$ OF THE NORTH $\frac{1}{2}$.

E) THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

F) THE VILLA CITY PROPERTY IN SECTION 19, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA (LESS RIGHT-OF-WAY FOR STATE ROAD NO. 565), DESCRIBED AS:

GOVERNMENT LOT 1; AND

THE WEST $\frac{1}{2}$ OF GOVERNMENT LOT 2.

SUMMETRO-VILLA CITY II

Parcel A:

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (otherwise sometimes described as East $\frac{1}{2}$ of Government Lot 2), Section 19, Township 21 South, Range 25 East, Lake County, Florida, LESS road right-of-way for C-565 conveyed in Deed Book 382, Page 509, Public Records of Lake County, Florida.

Parcel B:

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Section 19, Township 21 South, Range 25 East, Lake County, Florida, LESS road right-of-way for C-565 conveyed in Deed Book 383, Page 121, Public Records of Lake County, Florida.

Parcel C:

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 21 South, Range 24 East, Lake County, Florida.

SUMMETRO-VILLA CITY V

That part of Section 20, Township 21 South, Range 25 East, Lake County, Florida, described as follows:

Commence at a 4" x 4" concrete monument (no identification number) at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 21 South, Range 25 East, and run S00°41'59"W along the West line of said Northwest 1/4 of the Northwest 1/4 for a distance of 27.03 feet to a found 4" x 4" concrete monument (no identification number) on the Southwesterly right-of-way line of U.S. Highway No. 27 (a 200' wide right-of-way), also being the POINT OF BEGINNING; thence continue S00°41'59"W along said West line for a distance of 1301.10 feet to a found 4" x 4" concrete monument (no identification number) at the Southwest corner of said Northwest 1/4 of the Northwest 1/4; thence run N89°51'42"E along the South line of said Northwest 1/4 of the Northwest 1/4 for a distance of 1132.50 feet to a found 4" x 4" concrete monument (no identification number); thence run N00°43'09"E along the West line of the East 200.00 feet of said Northwest 1/4 of the Northwest 1/4 for a distance of 270.37 feet to a found 4" x 4" concrete monument (no identification number), said monument lying S00°43'09"W a distance of 245.00 feet from the aforesaid Southwesterly right-of-way line; thence run N63°15'19"W for a distance of 241.81 feet to a found 1" x 1" angle iron; thence run N28°05'40"E for a distance of 238.62 feet to a found 4" x 4" concrete monument (no identification number) on the aforesaid Southwesterly right-of-way line; thence run N55°07'07"W along said right-of-way line for a distance of 1239.05 feet to the POINT OF BEGINNING.

AND:

That part of Section 20, Township 21 South, Range 25 East, Lake County, Florida, described as follows:

Commence at a 4" x 4" concrete monument (no identification number) at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 21 South, Range 25 East, and run S00°41'59"W along the West line of said Northwest 1/4 of the Northwest 1/4 for a distance of 27.03 feet to a found 4" x 4" concrete monument (no identification number) on the Southwesterly right-of-way line of U.S. Highway No. 27 (a 200' wide right-of-way); thence continue S00°41'59"W along said West line for a distance of 1301.10 feet to a found 4" x 4" concrete monument (no identification number) at the Southwest corner of said Northwest 1/4 of the Northwest 1/4; thence run N89°51'42"E along the South line of said Northwest 1/4 of the Northwest 1/4 for a distance of 1132.50 feet to a found 4" x 4" concrete monument (no identification number); thence run N00°43'09"E along the West line of the East 200.00 feet of said Northwest 1/4 of the Northwest 1/4 for a distance of 270.37 feet to a found 4" x 4" concrete monument (no identification number), said monument lying S00°43'09"W a distance of 245.00 feet from the aforesaid Southwesterly right-of-way line and being the POINT OF BEGINNING; thence run N63°15'19"W for a distance of 241.81 feet to a found 1" x 1" angle iron; thence run N28°05'40"E for a distance of 238.62 feet to a found 4" x 4" concrete monument on the aforesaid Southwesterly right-of-way line; thence run S25°02'36"W for a distance of 237.00 feet

to a set ½” diameter iron rod with cap number LB68; thence run S62°50’24”E for a distance of 229.16 feet to the POINT OF BEGINNING.

GROVELAND 27, LLC

PARCEL 1:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING SOUTH OF THE FLORIDA TURNPIKE AND NORTHWESTERLY OF O'BRIEN ROAD, LESS THE SOUTH 5 ACRES THEREOF.

AND

THE WEST 1/2 OF THE SOUTHWEST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE.

AND

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE AND NORTHWEST OF O'BRIEN ROAD.

AND

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE.

ALL LYING AND BEING IN SECTION 16, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTH 1/2 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE AND THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH OF THE CREEK AND MARSH, SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA;

LESS: THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27;

LESS: THE SOUTH 984 FEET OF THE EAST 443 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4;

LESS: FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN EAST ALONG SECTION LINE 666 FEET; THENCE NORTH 00°22'30" WEST, 140.7 FEET; THENCE SOUTH 88°53'30" WEST 118.8 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°53'30" WEST 118.8 FEET; THENCE NORTH 00°22'30" WEST 120 FEET; THENCE NORTH 88°53'30" EAST 118.8 FEET; THENCE SOUTH 00°22'30" EAST 120 FEET TO THE POINT OF BEGINNING.

LESS: FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN EAST ALONG SECTION LINE 666 FEET; THENCE NORTH 00°22'30" WEST 140.7 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°53'30" WEST 118.8 FEET; THENCE NORTH 00°22'30" WEST 120 FEET; THENCE NORTH 88°53'30" EAST 118.8 FEET; THENCE SOUTH 00°22'30" EAST 120 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE WEST 320 FEET OF THE SOUTH 700 FEET, SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

MARINA LANDING

The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 21 South, Range 25 East, Lake County, Florida, LESS that part on island being more particularly described as follows:

Commence at the Northeast corner of said Section 19 being a 4" x 4" concrete monument (no identification number) and run S00°40'35"W along the East line of said Section 19 for a distance of 664.07 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 19; thence run N89°46'41"W along the south line of said North 1/2 of the Northeast 1/4 of the Northeast 1/4 for a distance of 113.55 feet to the POINT OF BEGINNING; thence continue N89°46'41"W along said South line for a distance of 316.56 feet; thence run N35°24'47"E for a distance of 64.00 feet; thence run N70°42'25"E for a distance of 91.32 feet; thence run S77°47'22"E for a distance of 111.43 feet; thence run S54°35'13"E for a distance of 103.53 feet to the POINT OF BEGINNING.

ALSO DESCRIBED AS:

That part of Sections 18 and 19, Township 21 South, Range 25 East, Lake County, Florida, described as follows:

Commence at the Northeast corner of said Section 19 being a 4" x 4" concrete monument (no identification number) and run S00°40'35"W along the East line of said Section 19 for a distance of 27.04 feet to the POINT OF BEGINNING, said point being on the Southerly right-of-way line of U. S. Highway No. 27 (State Road No. 25) (a 200 foot wide right-of-way); thence continue S00°40'35"W along said East line for a distance of 637.03 feet to the Southeast corner of the

North 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 19; thence run N89°46'41"W along the South line of said North 1/2 of the Northeast 1/4 of the Northeast 1/4 for a distance of 113.55 feet; thence run N54°35'13"W for a distance of 103.53 feet; thence run N77°47'22"W for a distance of 111.43 feet; thence run S70°42'25"W for a distance of 91.32 feet; thence run S35°24'47"W for a distance of 64.00 feet to a point on said South line of the North 1/2 of the Northeast 1/4 of the Northeast 1/4; thence run N89°46'41"W along said South line for a distance of 899.85 feet to the Southwest corner of said North 1/2 of the Northeast 1/4 of the Northeast 1/4; thence run N00°38'38"E along the West line of said North 1/2 of the Northeast 1/4 of the Northeast 1/4 for a distance of 662.76 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18; thence run N00°08'59"E along the West line of said Southeast 1/4 of the Southeast 1/4 for a distance of 894.68 feet to a point on said Southerly right-of-way line of U. S. Highway No. 27; thence run S55°07'07"E along said right-of-way line for a distance of 1618.49 feet to the POINT OF BEGINNING.

4832-8504-0945, v. 6