

PUBLIC NOTICE AND AGENDA OF THE GROVELAND LOCAL PLANNING AGENCY MEETING SCHEDULED TO CONVENE AT 6:30 P.M., MONDAY, OCTOBER 17, 2016, IN THE PURYEAR BUILDING AT 243 SOUTH LAKE AVENUE.

CALL TO ORDER  
ROLL CALL

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCILMEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
COUNCILMEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCILMEMBER	MIKE RADZIK	mike.radzik@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

1. Approve Minutes from October 3, 2016 LPA Meeting
2. Ordinance 2016-10-22: Rezoning to PUD – West Villas
3. Ordinance 2016-10-23: Rezoning to PUD – Villa City

Comments from the Public

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.

***City of Groveland***  
Minutes  
**Local Planning Agency Meeting**  
Monday, October 3, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, October 3, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:40pm 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. Approval of Meeting Minutes 09-19-2016**

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

**2. Site Plan Approval – Raney Holdings**

*Council Member Mike Radzik moved to forward to Council with the recommendation for approval; seconded by Council Member Karen McMican. The motion was approved with all members present voting aye.*

**PUBLIC COMMENT**

**ADJOURNMENT**

*Mayor Tim Loucks adjourned the meeting at 6:45pm.*

Attest:



\_\_\_\_\_  
Tim Loucks, Mayor

\_\_\_\_\_  
Teresa Maxwell, City Clerk



## REQUEST FOR LOCAL PLANNING AGENCY CONSIDERATION

**MEETING DATE:** October 17, 2016

**ITEM NUMBER:** 2

**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 the 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.

<b>STAFF RECOMMENDATION:</b> Motion to Approve Ordinance 2016-10-22
---

<b>REVIEWED BY CITY MANAGER:</b>
----------------------------------

<b>COUNCIL ACTION:</b>
------------------------

<b>MOTION BY:</b>
-------------------

<b>SECOND BY:</b>
-------------------

*"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 2635.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILSON LAKE PARKWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 2858, 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 1117.00 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 40<sup>th</sup> 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 macrophyla</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 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

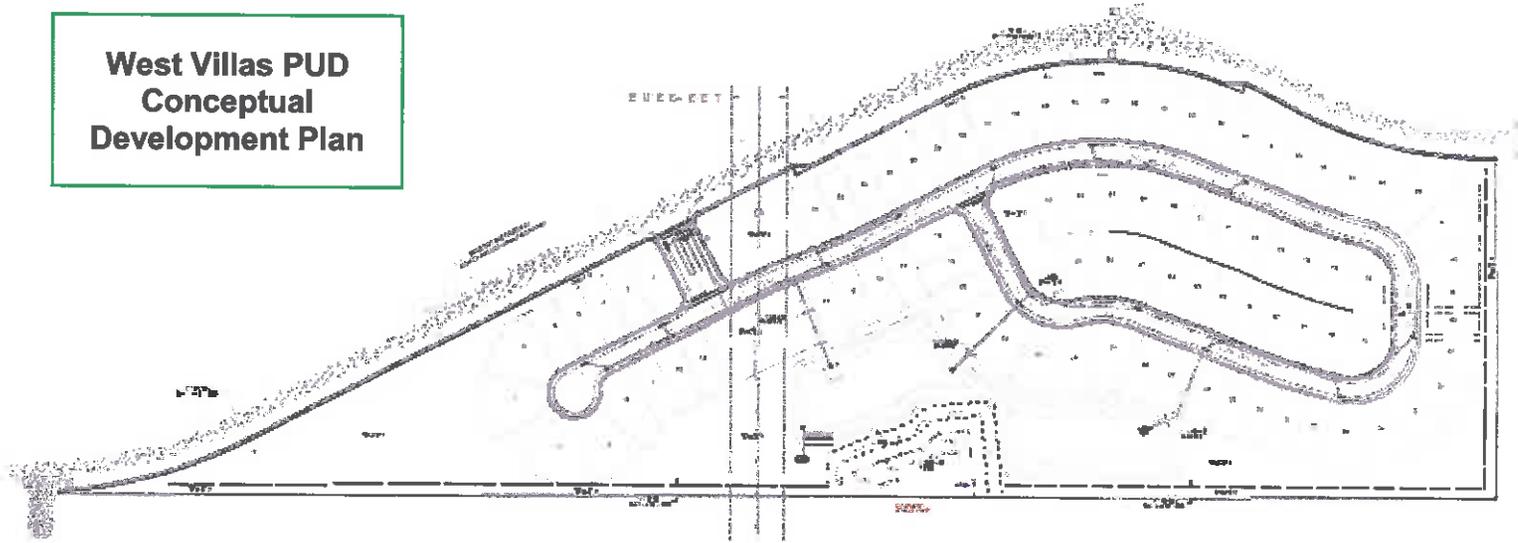
Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_

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]

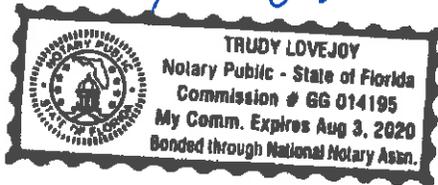
STATE OF  
FLORIDA COUNTY  
OF LAKE

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 \_\_\_\_\_

[Signature]  
\_\_\_\_\_ 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).



## The School District of Lake County School Concurrency Application & Service Provider Form

**Instructions:** Submit one copy of the completed application and fees for each new residential project requiring a determination of concurrency for schools. A determination will be provided within thirty (30) working days of receipt of a complete application. A determination is not transferable and is valid for one year from date of issuance. Once the Development Order is issued, the concurrency determination shall be valid for the life of the Development Order.

Please check (✓) type of application (one only):

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Concurrency Capacity Report   | <input type="checkbox"/> Exemption           | <input type="checkbox"/> Amendment (Equivalency) |
| <input type="checkbox"/> Adequate School Facilities Determination | <input type="checkbox"/> Letter of No Impact | <input type="checkbox"/> Time Extension          |
- Fees: Concurrency Capacity Report ≤ 90 DU (\$800) ≥ 91 DU (\$1000); Amendment (\$500); Adequacy (\$500);  
Time Extension (\$300)

### PART 1: PROJECT INFORMATION

Please attach a copy of the site/subdivision plan, last recorded warranty deed and consent form

Project Name: <b>West Villas</b>
Municipality: <b>City of Groveland</b>
Parcel Identification Number (PIN): <b>342125000400004300</b>
Location / Address Of Subject Property: <b>Wilson Lake Parkway, Groveland, FL 34736</b>

Project Data	Type of Units and Number of Units
Section/Township/Range: <b>34/21/25</b>	Single Family <b>87</b>
Project Acreage: <b>30±</b>	Multi-Family
Total Number of Units: <b>87</b>	Mobile Home
Will the Project be Phased? (Y/N) <b>No</b>	Age Restricted (Adults Only) <sup>2</sup>
Concurrency Service Area (CSA):	

<sup>1</sup> If applicable, please attach a Phasing Plan showing the number and type of units to receive certificate of occupancy yearly  
<sup>2</sup> A Restrictive Covenant is required for age-restricted communities.

### OWNERSHIP / AGENT INFORMATION:

Owner's Name: <b>City of Groveland</b>
Agent's Name: <b>William E. Barfield</b>
Mailing Address: <b>225 S. Westmont Ave., Ste. 2040, Altamonte Springs, FL 32714</b>
Telephone Number: <b>407-478-1866</b> Fax Number: <b>866-473-0427</b>

I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge.

Owner or Owner's Agent Signature: *William E. Barfield* Date: **8/15/2016**

### PART 2: LOCAL GOVERNMENT REVIEW

Date Application Filed: <b>August 15, 2016</b>	Petition Number: <b>2016-18-36</b>
Reviewed By: <i>William E. Barfield</i>	Title: <b>Concurrency Application</b>
Did the Applicant pay the filing fee to you? <b>NO</b>	YES (Please attach proof of payment)
<b>NO</b> (If no, the applicant must pay the School District.) <b>The School District will not review without payment.</b>	<i>William E. Barfield</i>

Government Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### PART 3: TO BE COMPLETED BY SCHOOL DISTRICT

Date & Time Received:	Case Number:
I verify that the project complies with the adopted Level of Service (LOS) for Schools	I verify that the project will comply with the adopted Level of Service (LOS) for Schools subject to the attached conditions
I cannot verify that the project will comply with the adopted Level of Service (LOS) for Schools	
School District Representative:	Date:

*9/1/2016 - Mark & Linda to  
Dave Holden w/ survey ENG*

The School District of Lake County  
Growth Planning Department  
201 West Burling Boulevard  
Tavares, FL 32778  
Phone: (352) 253-6690 or (352) 253-6500  
Fax: (352) 253-6691

# Property Record Card

## General Information

**Owner Name:** CITY OF GROVELAND      **Alternate Key:** 3881163  
**Mailing Address:** 156 S LAKE AVE GROVELAND, FL 34736-2597      **Parcel Number:** 34-21-25-000400004300  
     [Update Mailing Address](#)      **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      **Property Name:** [Submit Property Name](#)  
     [Update Property Location](#)      **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
				<b>Total:</b> 19.7854	<b>Total:</b> \$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)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Blind Exemption (up to \$500)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Disability Exemption (up to \$500)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Total Disability Exemption (amount varies)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Veteran's Disability Exemption (\$5000)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Veteran's Total Disability Exemption (amount varies)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Veteran's Combat Related Disability Exemption (amount varies)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Deployed Servicemember Exemption (amount varies)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Surviving Spouse of First Responder Exemption (amount varies)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Conservation Exemption (amount varies)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Tangible Personal Property Exemption (up to \$25,000)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>
✓ Government Exemption (amount varies)	<a href="#"><u>Learn More</u></a>	<a href="#"><u>View the Law</u></a>

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

### Assessment Reduction Savings 0

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



## REQUEST FOR LOCAL PLANNING AGENCY CONSIDERATION

**MEETING DATE:** October 17, 2016

**ITEM NUMBER:** 3

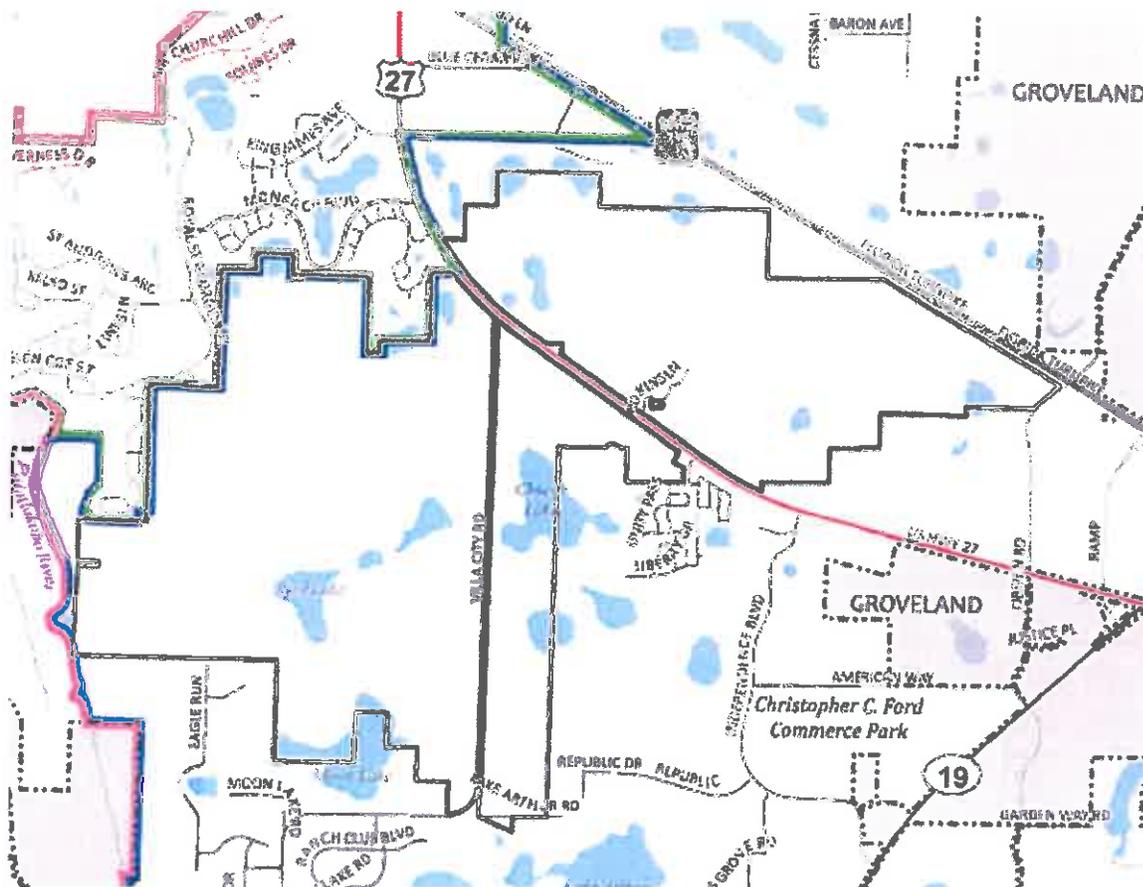
**AGENDA ITEM:** Ordinance 2016-10-23: Rezoning to PUD – Villa City

**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 be 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.

<b>STAFF RECOMMENDATION:</b> Motion to Approve Ordinance 2016-10-23
---

<b>REVIEWED BY CITY MANAGER:</b>
----------------------------------

<b>LPA ACTION:</b>
--------------------

<b>MOTION BY:</b>
-------------------

<b>SECOND BY:</b>
-------------------

*"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 40<sup>th</sup> 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:

<b>CANOPY TREES</b>	<b>UNDERSTORY TREES</b>	<b>SHRUBS</b>
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 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 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 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 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: \_\_\_\_\_

*Signature Page Number 2 to City of Groveland Utility System Developer's Service 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 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: \_\_\_\_\_

*Signature Page Number 4 to City of Groveland Utility System Developer's Service 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 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: \_\_\_\_\_

\_\_\_\_\_  
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

**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 1/4 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°00'38" 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 SOUTHEAST 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 SOUTHEAST 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 SOUTHEAST 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 ¾ 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 SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

B) THE SOUTHEAST 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 NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST ¼ 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

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**").

### W I T N E S S E T H

**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 500<sup>th</sup> 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 reassess 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: \_\_\_\_\_

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

**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> <sup>1,2</sup> <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 <sup>3</sup>	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.