BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

REGULAR MEETING

May 5, 2026

COUNTY COMMISSIONERS

Anthony Sabatini, District #1
Sean Parks, District #2
Kirby Smith, District #3
Leslie Campione, District #4
Timothy Morris, District #5

Jennifer Barker, County Manager
Gary J. Cooney, Clerk to the Board
Melanie Marsh, County Attorney

DISCLAIMER

Meetings are held in person with limited occupancy for social distancing. Members of the public are invited to attend in person or join the meeting virtually via Zoom with a computer or smart device. Attendees may also call into the meeting using the information provided on our website.

To view upcoming meeting dates and locations, or for more information on upcoming meetings, visit https://lakecountyfl.gov/boardmeeting.

This booklet has been prepared for the convenience of the Board of County Commissioners in discussing matters before them. Every effort has been made to include all items to be discussed at this Board of County Commissioners meeting; however, Commissioners may add items to the agenda up to 4 days prior to the meeting. They also may remove items from consideration at any time. While it has been the goal to present error-free information, we do not represent that documentation is without errors or omissions.

In addition to regular Board meetings, the Board of County Commissioners may, from time to time, schedule a workshop during which they will receive information from staff, have discussions with staff and among themselves, and then proceed to give staff direction on the subject matter being discussed unless otherwise shown on the Agenda item. These discussions and workshops do not take the place of the formal public hearing process during which any member of the public may comment and formal action is taken.

The Board and staff welcome written comments prior to workshops and other meetings. If you have comments or questions regarding the subject matter of any Board action or workshop, please deliver your written comments to appropriate County staff or mail to the Board of County Commissioners, Post Office Box 7800, Tavares, FL 32778.

ITEMIZED AGENDA

May 5, 2026

10:00 A.M. Invocation

Pledge of Allegiance

I. AGENDA UPDATE

Discussion regarding proposed revisions to today's Agenda.

II. MINUTES APPROVAL

Tab 1 Recommend approval of the following minutes:

- March 10, 2026 (Regular Meeting)
- March 24, 2026 (Regular Meeting)
- March 25, 2026 (Special Meeting)

CITIZEN QUESTION AND COMMENT PERIOD

At this point in the meeting the Board of County Commissioners will hear questions, comments and concerns from the citizens. If the issue raised is not on today's agenda, action will not be taken by the Board. Questions may be answered by staff, or referred for appropriate staff action. If further action is necessary, the item may be placed on a future Board agenda.

Zoning and code enforcement matters cannot be discussed during the public comment period. Procurement matters not scheduled to be heard by the Board today also cannot be discussed during the public comment period.

Public comment shall be limited to 3 minutes per person.

III. CLERK OF COURT'S CONSENT AGENDA

Tab 3 Recommend approval of the Clerk's Consent Agenda (Items 1-2):
1. Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes and filed in the Board Support Division of the Clerk's Office.
2. Notice is hereby provided of having received the Deer Island Community Development District proposed budget for Fiscal Year 2027 in accordance with Section 190.008 (2)(b), Florida Statutes, for purposes of disclosure and information only.

IV. CONSENT AGENDA (Tabs 4 – 9):

A. COUNTY ATTORNEY

Tab 4 — Recommend approval of a Partial Release of Deed of Conservation Easement Standard with Third-Party Beneficiary Rights related to an eminent domain case with Central Florida Expressway Authority (CFX), Case No. 2023-CA-2713; and authorization for the Chairman to execute the partial release.

The fiscal impact is $135.50 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 1.

Tab 5 — Recommend approval of a Termination and Release of Conservation Easement recorded in OR Book 820, Page 360, for property that is now in the City of Groveland. There is no fiscal impact. Commission District 1.

B. INFRASTRUCTURE AND TRANSPORTATION SERVICES

Facilities Management

Tab 6 — Recommend approval:
1. To apply for a Florida Division of Historical Resources Grant to replace the windows at the Historical Courthouse; and
2. Of a resolution in support of the window replacement project and to pledge matching County funds and authorize the County Manager to sign the application and, if awarded and accepted by the Board, award related grant documents.

The estimated fiscal impact is $1,100,000 – $550,000 (revenue/expenditure – grant funded) and $550,000 (expenditure – county match) if awarded.

Public Works

Tab 7

Recommend approval:
1. To adopt a Resolution declaring the collapse of Lake Erie Road as a qualifying event under Section 255.20(1)(c)1, Florida Statutes, which exempts the repair and reconstruction of the road from the competitive bidding process otherwise required pursuant to that statute;
2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $3,000,000 to not exceed $3,500,000; and
3. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is unknown at this time as expenditures are emergency event-related. Most projects shall not exceed the FEMA acceptable funding limits per project. Expenditures will not exceed available funding in each Fiscal Year's Budget.

Tab 8

Recommend approval:
1. To adopt a Resolution declaring the collapse of Abbey Hill Court as a qualifying event under Section 255.20(1)(c)1, Florida Statutes, which exempts the repair and reconstruction of the road from the competitive bidding process otherwise required pursuant to that statute;
2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $3,500,000 to not exceed $4,500,000; and
3. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is unknown at this time as expenditures are emergency event-related. Most projects shall not exceed the FEMA acceptable funding limits per project. Expenditures will not exceed available funding in each Fiscal Year's Budget.

C. PARKS AND WATER RESOURCES

Parks and Trails

Tab 9 — Recommend approval:
1. Of Contract 26-406 with Earthscapes Unlimited, Inc. (Coleman, FL) to provide athletic field painting and marking services; and
2. To authorize the Office of Procurement Services to execute the agreement and all supporting documentation.

The estimated fiscal impact is $115,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Annual expenditures shall at no time exceed the available Fiscal Year Budgeted funds.

V. PRESENTATIONS

Tab 10 — Presentation and acceptance of the Fiscal Year 2027 Fire Assessment Study presented by Benesch.

VI. PUBLIC HEARINGS: REZONINGS (SEE SEPARATE AGENDA)

Tab 11 — Public Hearings on Rezonings, Conditional Use Permits, and Comprehensive Plan Amendments.

VII. REGULAR AGENDA

A. COMMISSIONERS

Commissioner Sabatini - District #1

Tab 12 — Discussion and direction regarding the inclusion of language in the County's grant agreements from 8 USC 1621 to establish a procedure for determining compliance with the Federal Immigration Law.

There is no fiscal impact.

Commissioner Campione - District #4

Tab 13 — Sunnyside Oaks Development Presentation. Commission District 5.

B. INFRASTRUCTURE AND TRANSPORTATION SERVICES

Public Works

Tab 14 Recommend approval to advertise an Ordinance repealing Chapter 6.5, Lake County Code, entitled *Cable Communications*, and amending Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits.*

There is no fiscal impact.

VIII. OTHER BUSINESS

Tab 15 Recommend approval to appoint a member to the Elder Affairs Coordinating Council (Elder Affairs Council) and applicable waiver, as follows:

• District 1: David Hopkins (Seat 2 - term ending 1/31/2028)

Commissioner Leslie Campione is the Board's liaison for the Elder Affairs Council.

Tab 16 Recommend approval to appoint members to the Children's Services Council and applicable waiver, as follows:

• District 1: Lori Gravitt (Seat 1 term ending 5/14/2028)
• District 2: Juana Delacruz (Seat 1 term ending 5/14/2028) *Ms. Delacruz is also a member of the Library Advisory Board.*
• District 3: John Herrell (Seat 1 term ending 5/14/2028) with conflict waiver
• District 4: Byron E. Thompson (Seat 1 term ending 5/14/2028) with conflict waiver. *Mr. Thompson is also a member of the Affordable Housing Advisory Committee.*
• District 5: Kayla Tufts (Seat 1 interim term ending 5/14/2026 and re-appointment for the next two-year term ending 5/14/2028)
• Member at Large: Courtney Domingue (Seat 1 term ending 5/14/2028)
• Member at Large: Angel Coba (Seat 2 interim term ending 5/14/2026 and re-appointment for the next two-year term ending 5/14/2028)
• Member at Large: Malika Ramrattan (Seat 2 term ending 5/14/2027)

Commissioner Anthony Sabatini is the Board's liaison for the Children's Services Council.

IX. REPORTS

A. County Attorney

B. County Manager

X. COMMISSIONER REPORTS

A. Commissioner Sabatini - District #1

B. Commissioner Parks - District #2

C. Commissioner Smith - District #3

D. Commissioner Morris - District #5

E. Commissioner Campione - Chairman and District #4

The County Commission reserves the right to move any Agenda item to an earlier time during the day as its schedule permits, except in the case of items and appointments that have been advertised in a newspaper for a specific time.

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if a person decides to appeal any decision made by the County Commission with respect to any matter considered at this Commission 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.

Persons with disabilities needing assistance to participate in any of these proceedings should contact (352) 343-9760 at least 48 hours before the scheduled meeting; if you are hearing or voice impaired, call 711 or (352) 253-1840.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/21/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Minutes

MEETING DATE: 5/5/2026
ITEM TYPE: Consent Item
ITEM ID: 42905

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the following minutes:

- March 10, 2026 (Regular Meeting)
- March 24, 2026 (Regular Meeting)
- March 25, 2026 (Special Meeting)

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	2026-03-10_Regular_Meeting Draft
2.	2026-03-24_Regular_Meeting Draft
3.	2026-03-25_Special_Meeting Draft

STAFF APPROVALS AND DATES:

Marisol Saldana Created/Initiated - 04/21/2026
Marisol Saldana Final Approval - 04/21/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
MARCH 10, 2026

The Lake County Board of County Commissioners met in regular session on Tuesday, March 10, 2026 at 9:00 a.m., in the County Commission Chambers, Lake County Administration Building, Tavares, Florida. Commissioners present at the meeting were: Leslie Campione, Chairman; Sean Parks, Vice Chairman; Anthony Sabatini; Kirby Smith; and Timothy Morris. Others present were: Jennifer Barker, County Manager; Melanie Marsh, County Attorney; Misty Spahn, Executive Office Manager, County Manager's Office; Gary J. Cooney, Clerk of the Circuit Court and Comptroller; Mary Burns, Accounting Director; and Stephanie Cash, Deputy Clerk.

INVOCATION AND PLEDGE

Commr. Campione welcomed everyone to the Board of County Commissioners (BCC) meeting.

Pastor Chase Allen, with First Baptist Church of Umatilla, gave the Invocation and led the Pledge of Allegiance.

AGENDA UPDATE

Ms. Jennifer Barker, County Manager, stated that Tabs 18 through 20, as well as the Annexation Report, were added after the agenda was first published, and requested that they be moved under the regular agenda. She mentioned that a business impact statement and an affordable housing impact statement were added to Tab 13, and she requested that Tab 14 be pulled to be brought back at a later date; furthermore, a conflict waiver was added for Ms. Michelle Craske on Tab 17.

SPECIAL RECOGNITION

Commr. Campione introduced Ms. Noelle Schnacky, Miss Florida's Teen 2025, and said that she was a Lake County resident. She relayed that Ms. Schnacky was a lifelong Central Florida resident and a Minneola High School graduate whose leadership and advocacy had brought visibility to Lake County through her work raising awareness of congenital heart defects and promoting cardiovascular health, which included the following: she was the founder and president of Hope for Heart Kids, which was a registered 501(c)(3) nonprofit organization that supported children and families impacted by congenital heart defects through hospital book distributions, community outreach, and educational initiatives; her children's book collection had been distributed to pediatric heart patients in eighteen states and in three countries; in 2024 Ms. Schnacky played a key role in supporting Mr. William Roberts, Principal for Lake Minneola High School, in receiving the high school voters registration award, highlighting her continued commitment to civic engagement, youth leadership, and educational excellence within the community; she had been honored by Mayor Buddy Dyer, with the City of Orlando, for her contributions to the Central Florida community and her efforts to raise awareness for congenital heart defects, which was the most common birth defect in the United States (U.S.); she had been recognized locally in the *Lake and Sumter Style Magazine's* 40 Under 40 list as an honoree, highlighting her impact leadership and influence in the community; she had received national distinction as a top seven community service achievement finalist at Miss America's Teen 2025,

recognizing her work among hundreds of young women nationwide for exceptional service, leadership, and civic engagement; she served as an American Heart Association youth ambassador advocating for proactive cardiovascular health education, cardiopulmonary resuscitation (CPR) awareness, and heart healthy lifestyles with an emphasis in engaging young adult and youth audiences; through school visits, community events, public appearances, and digital outreach, she represented Lake County as a positive role model for youth leadership, volunteerism, and public health advocacy; and as a Minneola High School alumni, her legacy continued locally through her support of the Heart of Minneola Scholarship, which recognized students who demonstrated commitment to living a cardiovascular healthy lifestyle and who served as positive examples for their peers, families, and the broader community, noting that this scholarship reflected her ongoing dedication to investing in the next generation of Lake County leaders. She opined that this indicated much achievement and community involvement, and she presented a certificate on behalf of the BCC recognizing Ms. Schnacky for her hard work and dedicated service.

Ms. Schnacky stated that she was honored to be in attendance with many people who were affecting the community in a positive way. She commented that she had started a 501(c)(3) called Hope for Heart Kids to continue the legacy of a cousin who had been born with hypoplastic left heart syndrome and passed away during a heart transplant at 15 years old, and that she was grateful to honor him and continue on his legacy in this way. She mentioned that her family had a couple of ministries, including JWLKRS Worship and a women's ministry, and she expressed appreciation for the certificate.

MINUTES APPROVAL

On a motion by Commr. Parks, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved the minutes for the BCC meeting of February 2, 2026 (Special Meeting) as presented.

CITIZEN QUESTION AND COMMENT PERIOD

Commr. Campione remarked that anyone who had joined the meeting through Zoom using their phone may press *9 to virtually raise their hand, and that anyone participating on Zoom could click the raise hand button to identify that they wished to speak. She added that everyone would have three minutes to speak, and that after three minutes, an alarm would sound to let them know that their time was up.

Ms. Tomi Newberry, a resident of the City of Eustis, stated that her family had moved to their home in 2022, which had a 50-foot strip of land that was dedicated to the public in 1990 for roadway purposes, and that even though the strip was public, it was not maintained by the County, noting that they paid property taxes on it. She opined that it had created a dangerous legal loophole that prevented the Lake County Sheriff's Office (LCSO) from protecting them on their own land, and that the easement was not necessary for the neighbor living behind them to access public roads and was a luxury access to a paved road. She pointed out that the neighbor's property had driveway access via Old Post Office Lane, and that they were not landlocked. She opined that this access had led to a long-documented cycle of criminal harassment, which included blocking the driveway and entrance for deliveries and visitors, and said that even though they had called the LCSO many

times, law enforcement could not tow or arrest the neighbor for a civil parking issue on a public road. She requested that the Board would direct the County Attorney to initiate a petition to vacate and return the land to private acreage so they could enforce no trespassing laws for their safety.

Commr. Campione commented that typically, a vacation petition was initiated by the landowner, and that it would be reviewed by the Public Works Department and then come before the BCC. She mentioned that issues, such as unwanted access, would be considered with the review of the application, and that Ms. Newberry could work with the Public Works Department on this issue.

Ms. Barker remarked that Mr. Jeff Earhart, Engineering and Operations Director for the Public Works Department, could assist Ms. Newberry out in the rotunda.

PRESENTATION OF PROCLAMATION 2026-19

On a motion by Commr. Smith, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved Proclamation 2026-19 declaring March 15 through 21, 2026 as Florida Surveyors and Mappers week.

Commr. Campione read and presented Proclamation 2026-19 to the surveyors in attendance. She indicated appreciation for all that they did, opining that much business, activity, and transactions in Lake County could not occur without the work they did in the field, including accurately describing boundaries and facilitating transactions and corrections to help solve boundary disputes and protect natural resources.

CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S CONSENT AGENDA

On a motion by Commr. Morris, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved the Clerk of the Circuit Court and Comptroller's Consent Agenda, Items 1 through 3, as follows:

List of Warrants

Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes as attached Exhibit A and filed in the Board Support Division of the Clerk's Office.

Windsor Cay CDD Public Facilities Report

Notice is hereby provided of having received the Windsor Cay Community Development District Initial Public Facilities Report in accordance with Section 189.008, Florida Statutes.

Lake County's Semi-Annual Investment Report

Lake County's Semi-Annual Investment Report of December 31, 2025 is hereby provided.

COUNTY MANAGER'S CONSENT AGENDA

Commr. Morris requested that Tab 11 be pulled to the regular agenda.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved the Consent Agenda, Tabs 4 through 10, pulling Tab 11 to the regular agenda, as follows:

PROCLAMATIONS

Recommend approval of Proclamation 2026-16 designating May 2026 as Law Enforcement Month in Lake County, per Commissioner Campione.

Recommend approval of Liberty Tree Proclamation 2026-17, per Commissioner Campione.

DEVELOPMENT SERVICES

Economic Development

Recommend approval and execution of the Memorandum of Understanding/Funding Agreement with Career Source Central Florida for the Future Ready Lake Program to support training and up-skilling for Lake County residents laid off by Kroger and Ocado.

The fiscal impact is $360,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 budget.

PUBLIC SAFETY

Fire Rescue

Recommend approval of a Fourth Amendment to the Interlocal Agreement for Fire Protection and Rescue Services with the City of Mascotte. There is no fiscal impact. Commission District 1.

COMMUNITY SERVICES

Housing and Community Services

Recommend approval and execution of a Termination and Release of Declaration of Covenants and Restrictions and Mortgage to release the restrictive covenants and Mortgage/Note executed by the Okahumpka Community Club, Inc.

The estimated fiscal impact is $27 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

Library Services

Recommend approval to designate Lindsay Platt as the Single Administrative Head of the Lake County Library System and authorize the Chairman to execute Florida Department of State, Division of Library and Information Services Form DLIS/SA01, State Aid to Libraries Grant Certification of Credentials – Single Library Administrative Head.

INFRASTRUCTURE AND TRANSPORTATION SERVICES

Public Works

Recommend approval of an agreement to provide for the repair of pavement damage that occurred to six County-maintained roads in Yalaha during permitted work. There is no fiscal impact. Commission District 3.

TAB 11: SALES AGREEMENT FOR RHAMES PROPERTY

Commr. Morris relayed his understanding that the County was buying five acres and a 1987 mobile home for $550,000, and questioned if all of that property was needed. He said that the agenda item stated that the property was appraised at $499,850, which was approximately 10 percent or $50,100 less than the purchase value, opining that this did not make sense.

Commr. Smith relayed his understanding that the County was buying a piece of property to build a road.

Ms. Barker clarified that the property was being purchased for the widening of County Road (CR) 455 or Ray Goodgame Parkway, and asked Mr. Earhart if the County needed the entire five acres.

Mr. Earhart answered that the County did not, and explained that this was to extend CR 455 from where it ended at Lost Lake Road down to Johns Lake Road and continuing through the Cemex property to the end. He commented that they only needed about one half acre; however, when the County only did a partial purchase, it sometimes cost almost as much as it would to acquire the total property. He mentioned that once the County had the entire property, there would be an option to resell it or potentially use it for some other County purpose, such as a fire station

or recreational area, and noted that across the street, the County had paid more for a smaller portion.

Commr. Morris asked if the County was using Federal grant funding.

Mr. Earhart replied that this was using State matching funds, which was 50/50.

Commr. Morris indicated his understanding that the County's cost was $275,000 for a 1987 mobile home on five acres, and he asked about eminent domain.

Commr. Campione opined that the County would spend more for eminent domain because it would be a partial take.

Commr. Morris relayed his understanding that the County also had to pay relocation assistance in addition to the $550,000.

Mr. Earhart commented that the relocation assistance could be up to $50,000; however, he pointed out that across the street, the County paid more than $500,000 for just a strip of land, which was a partial take, and that there were other eminent domain issues.

Commr. Campione explained that the County would be paying attorney fees for the other side, appraisal fees, and other costs, and that there would have to be multiple appraisals. She opined that the County wanted to avoid eminent domain because of the costs and would try to work with the property owners to facilitate a transaction that was mutually agreeable and acceptable instead of forcing it on them.

Mr. Earhart elaborated that the person who owned this property passed away, and that her son and daughter were living there, noting that they were willing to sell the property. He opined that the County could possibly surplus the excess property and regain most of the funding being spent if there was not another beneficial County purpose.

Commr. Smith remarked that the County had the opportunity to purchase an entire piece of land, and opined that it was better than buying a 50-foot strip for the same amount. He commented that once the property was purchased, the County could do whatever it wanted with it, including reselling it to recoup the $275,000 or using it for County purposes. He opined that people had the opportunity to do what they wanted with their land and determine if they wanted to sell all of it or none of it.

Commr. Morris inquired how long the County was going to hold onto the land to do CR 455.

Mr. Earhart replied that the desire for this stretch was about two blocks, and that the City of Clermont would like the connection down to Johns Lake Road. He related that the County was planning to do that soon, assuming that there was funding, and that the connection down to Hartwood Marsh Road would take longer; additionally, he opined that since Cemex was considering selling that large property to a developer, the developer could construct the rest of the road from there to Hartwood Marsh Road. He opined that it would take about three to five years to build that; however, the City of Clermont would like it to be built in the following year.

Commr. Parks commented that there were already people that drove through there.

Mr. Earhart remarked that there was currently a dirt road, and that the County had blocked it off.

Commr. Campione reiterated that once the property was purchased and the actual amount needed for the road was utilized, the rest could be surplus and sold or used for a public purpose, allowing the County to recoup a portion of what was being paid.

Commr. Sabatini expressed appreciation to Commissioner Morris for bringing this to the attention of the Board, initiating the conversation, and asking the questions.

Commr. Morris opined that there were times when the County was taken advantage of, and pointed out that property owners could hold onto their property as long as they wanted to.

On a motion by Commr. Smith, seconded by Commr. Parks and carried by a vote of 4-1, the Board approved the following: to initiate a Real Estate Purchase and Sales Agreement for Property with Mr. Donald E. Rhames and Ms. Laura Mae Rhames; to authorize the County Manager to approve any amendments to the Purchase Agreement that do not have a fiscal impact, including but not limited to extended possession for Mr. Donald E. Rhames as allowed by the Florida Department of Transportation (FDOT) Residential Relocation and Moving Assistance under the Florida Relocation Assistance (Relocation Assistance) Program; to authorize the County Manager to approve any required expenditures of relocation benefits to the eligible displaced individual(s) pursuant to FDOT's Relocation Assistance Program guidelines and requirements; to authorize the Public Works staff to work post-closing on the encumbrances with the County Attorney's Office; and authorization for the Chairman to execute any necessary closing documents.

Commr. Morris voted no.

PUBLIC HEARING: ORDINANCE 2026-10 AFFORDABLE HOUSING ASSISTANCE TRUST FUND

Ms. Melanie Marsh, County Attorney, placed the proposed ordinance on the floor for reading by title only as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING SECTION 11-33, LAKE COUNTY CODE, ENTITLED LAKE COUNTY AFFORDABLE HOUSING ASSISTANCE TRUST FUND; UPDATING ELIGIBLE USES OF FUNDS FOR CONSISTENCY WITH STATE LAW; AMENDING SECTION 11-40, LAKE COUNTY CODE, ENTITLED AFFORDABLE HOUSING COVENANTS AND GUARANTEES; PROVIDING FOR REGULATIONS ADDRESSING THE IMPACTS OF SECTION 125.01055, FLORIDA STATUTES, KNOWN AS THE LIVE LOCAL ACT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

The Chairman opened the public hearing.

There being no one who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Commr. Campione commented that State law required the County to comply with the Live Local Act.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved Ordinance 2026-10 amending the Lake County Affordable Housing Assistance Trust Fund and Live Local Act requirements pursuant to Senate Bill 1730 (2025).

PUBLIC HEARING: ORDINANCE 2026-11 TREE PROTECTION

Ms. Marsh placed the proposed ordinance on the floor for reading by title only as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING SECTION 9.02.00, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, ENTITLED TREE PROTECTION; CLARIFYING TREE REMOVAL REQUIREMENTS ASSOCIATED WITH A DEVELOPMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

The Chairman opened the public hearing.

Mr. Adam Edgington, a resident of Lake County, opined that even though there was no fiscal impact to the County, there would be a fiscal impact to the individual citizen, and that every regulation and ordinance that was put forward was creating additional bureaucracy and additional work for County staff. He opined that the more regulations were introduced, the more burdens were carried by the people, and that landowners would lose land value; additionally, he opined that the Lake County Property Appraiser would see an increase in cases of people asking for their appraisals to be reduced.

Commr. Campione wondered if Mr. Edgington was concerned that keeping large trees on a property would reduce the value of the property, or if his concern was based on the ordinance standing in the way of a road that could be built or lots that could be developed.

Mr. Edgington indicated concerns about those items as well as moving roads, redesigning developments, and individual lot owners with salvaged trees, opining that since those trees were going to die, the owner would have to pay to remove it. He also opined that additional government regulation did not help the economy.

Commr. Campione opined that usually those trees died because the developers raised the land around them or cut the root system, and hoped that this would not be the case. She mentioned that the County already had this ordinance in place, and that those trees were already supposed to be protected; however, there was confusion over at what point the developer would have to adhere to the ordinance. She remarked that the proposed ordinance was just clarifying an already existing law, and hoped that developers would be more conscientious and design the property so that the trees would enhance it.

Mr. Edgington related that his neighborhood was developed in 1995, and that there were many mature oak trees, opining that it was a beautiful neighborhood. He opined that the two trees that were salvaged were passed to the buyer who currently had the burden of tree removal, and that there would be additional County regulations to remove them. He asked how many people would retroactively be affected by having to go back through review, and said that his email asking this question was not responded to.

Commr. Morris opined that this ordinance was not for the single lot owner, and said that when the Board received a plot plan for a development, it showed the roads but not the trees, noting that it was voted on this way. He opined that the ordinance would have developers focus on how to save heritage trees, and that even though it would cost them more funds, he would rather see

that than to have the property mowed down, noting that most of what was in this ordinance was already in effect.

Mr. Edgington opined that there would be additional regulations, and that there would have to be adjustments and reengineering.

Commr. Campione relayed her understanding that this was already the law, and opined that there was confusion over how this was applied.

Mr. Edgington opined that page six section C seemed to be a retroactive punitive deal, which he opined could cause the County to rereview, and he wondered why the County would burden staff to redo the work if the rules were followed originally. He stated that he did not receive a response to that question from his email.

Ms. Marsh explained that for any development that had an approved zoning ordinance but had not yet submitted a site plan, preliminary plat, or master park plan as of March 1, 2026, the developer would be required to design around heritage trees or obtain a variance, and that if a developer was already in the development review process, then staff would not make them redesign anything. She pointed out that the developer should have already designed around heritage trees because the current code clearly said, "Removal of a heritage tree shall be prohibited unless it poses a danger to persons or property."

Mr. Edgington opined that this section should be wiped entirely if it was followed originally by the County, and that the additional language was unneeded.

Ms. Marsh commented that it was additional protection for people that had submitted applications, and that it could be taken out if the Board wanted to do that.

Mr. Edgington opined that additional rules, regulations, and burdens on the citizens did not seem arbitrary, and that the County had put together a solution to find an issue.

Commr. Campione indicated her understanding that there were people who were using their conceptual site plan attached to a zoning ordinance to justify taking all the trees out because they rationalized that the County would not have approved it if the trees could not all be removed to accommodate it, even though there was an ordinance that said the developer had to keep those heritage trees. She stated that this ordinance needed to be clarified because people were trying to circumvent the rules, and that a concept plan was just a drawing on a piece of paper, noting that it was not a tree survey.

Mr. Edgington inquired if this was not clear in the previous ordinance.

Commr. Smith questioned if the concept plan given to the County was the engineered plan for the development, and Mr. Edgington indicated that it was not. Commissioner Smith then commented that the concept plan did not give a reason to take out the heritage trees, and that this ordinance was clarifying that one could not do that.

Mr. Edgington mentioned that he had asked in an email how much of an additional burden this created for staff and how many developments would have to go back through the planning and zoning process.

Commr. Parks relayed his understanding that staff brought this forward because they wanted the ordinance to be clarified so that they could enforce what was in place.

Ms. Marsh said that this was correct, and commented that what created an additional burden on staff was constant arguments with developers and their attorneys over interpretation of the code. She stated that rather than continuing to argue with developers' attorneys, which was where this came from, the County was clarifying language from a 2012 code so that staff did not have to argue with developers and their attorneys any longer on the fact that heritage trees were protected. She mentioned that she had responded to Mr. Edgington's email as well as to the Home Builders Association of Lake-Sumter (HBA-LS) email, which he was copied on; additionally, Ms. Kathleen Dial, Executive Director for Development Services, had spoken to him about this item.

Mr. Edgington remarked that he had not received a response to his question asking how many developments had been affected and how many potential submissions had been redone.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Commr. Campione wondered if applications still in the process would have to comply with this ordinance, and asked how many were affected.

Ms. Marsh commented that Mr. Edgington wanted staff to go back and calculate how many projects were in the process that may have heritage trees on their property where somebody may or may not have to redesign something, and that staff did not want to spend the time undertaking that exercise, noting that for those already in the development review process, if staff missed that comment, then they were not going back and making them redesign.

Commr. Campione indicated her understanding that the County was not going to go back and make someone redesign a development if it was missed initially, and that from this point forward, the applications being reviewed would have to comply.

Ms. Marsh said that this was correct, and clarified that if an applicant was in the development review process and staff did not make that comment to them, then they were not going to go back and have them redesign or redo a preliminary plat or site plan. She pointed out that since October 2025, they had been including a specific provision in every Planned Unit Development District (PUD) ordinance or conditional use permit (CUP) ordinance that came before the Board telling people that they had to design around heritage trees, and that this was not new, as it was pending this ordinance coming before the Board.

Commr. Campione opined that certainty was key to doing business, and that having clear language was important. She opined that this ordinance would make the rules clear so that the County would not end up in disagreements over what the ordinance said and was intending to do, and that everybody would understand.

Commr. Smith commented that he had one request for Section 9.02.02, and that he wanted all of their tree measurements to be the diameter at 54 inches from the ground instead of being measured at breast height, which he opined was ambiguous depending on how tall a person was.

Commr. Parks relayed his understanding that he wanted to define the diameter at breast height (DBH) throughout the code so that it would be the same exact height.

Commr. Smith opined that the ordinance could just use heritage trees and change nothing else.

Commr. Campione questioned if heritage trees were measured at 54 inches, opining that this would make sense for the others as well.

Commr. Parks related that DBH was usually 48 inches; however, the ordinance could say that for purposes of this code, DBH shall be defined as 54 inches.

Commr. Campione wondered if the measurement should be different for different types of trees.

Commr. Smith remarked that in the section where it listed the protected trees, it said that sand pines and scrub oak trees would be measured at breast height, and that he would like it to be consistent with the heritage tree height of 54 inches.

Mr. Mike Fitzgerald, Director for the Office of Planning and Zoning, remarked that this would be consistent with Section 9.02.12 regarding heritage trees where the size was measured at 54 inches from the surface of the ground.

Commr. Parks mentioned that the DBH was not defined, and opined that it could be defined with an exact measurement.

Mr. Fitzgerald opined that they could remove DBH and just say 54 inches from the ground.

Commr. Smith opined that it should be consistent throughout the code.

Commr. Campione agreed that DBH needed to be removed and be referenced as 54 inches from the ground.

Ms. Marsh remarked that since this was part of the motion, they would go through the ordinance and ensure that all the measurements were using the same standard.

On a motion by Commr. Smith, seconded by Commr. Parks and carried by a vote of 4-0, the Board approved Ordinance 2026-11 amending Section 9.02.00, Lake County Code, Land Development Regulations, entitled Tree Protection with a change to clarify the height of the tree measurement as 54 inches from the ground.

Commr. Sabatini was not present for the vote.

REGULAR AGENDA

NAMING OF COUNTY FACILITIES

Mr. Bobby Bonilla, Assistant County Manager, commented that this item was a request from Ms. Kathy Stone, the applicant, regarding the application for Lake County Policy LCC-69 titled “Naming County Facilities and Placement of Memorials.” He mentioned that the Lake County Water Authority (LCWA) currently owned the property at Hickory Point Park, and that in 2016, a portion of the soccer fields was set aside in memory of Mr. Mike Stone, late husband of Ms. Stone, and that since the LCWA Board voted to rename the facility the Hickory Point Recreational Complex in June 2024, they were currently working in conjunction with the Office of Tourism on the amenities as Hickory Point continued to evolve. He remarked that staff was seeking direction on the preference of the Board regarding the kind of memorial or designation for the facility.

Commr. Campione related that she had known Mr. Stone, and noted that he was instrumental in creating those fields as well as other recreational venues in Lake County. She recalled that Mr. Stone began a mission to bring those soccer fields there, and said that when he

passed, the Board discussed honoring him. She commented that even though the soccer fields were owned by the LCWA at that time, the County managed and oversaw them, and that it was decided to place a sign there in memory of Mr. Stone. She stated that she was surprised that the LCWA did not want to honor Mr. Stone with the signage, and that her preference was to find a way to honor him at that location in a very visible way.

Mr. Bonilla believed that the LCWA Board and BCC both intended to honor Mr. Stone's legacy; however, because the park was evolving, there were many amenities and changes to the facility that would change the footprint of this area. He elaborated that it was more than a soccer complex, and that there were multi-purpose fields that were used in many ways based on current needs, including a track area where Olympians trained.

Commr. Parks wondered why this was on the agenda on the current day, and opined that this could have been resolved before. He opined that Mr. Stone was amazing, and noted that Ms. Stone could not attend on the current day because of work, noting that she was asked to fill out a form for naming a County facility. He opined that the intent was never to rename the facility or change what was done on June 12, 2024 renaming the facility to the Hickory Point Recreation Complex, and that the LCWA may not have been aware of the consequences of the name of the fields going away. He opined that even though there were plans for the site, this was not a request to rename the whole complex, and he inquired if the fields could be memorialized and named after Mr. Stone to give Ms. Stone something she could see. He commented that he did not know when the whole project would be finished, and opined that there could be something the County could do for the time being.

Commr. Smith mentioned that he was the liaison for the Parks, Recreation and Trails Advisory Board, and that there had been discussion and agreement that Mr. Stone would be honored somewhere. He commented that they did not know where this would be because the master plan was not fully developed yet; however, when it was done, Mr. Stone would certainly have a place in the fields.

Commr. Parks opined that this could be made clear to Ms. Stone, and that staff could possibly give her some assurance.

Commr. Campione suggested that the Board could send a letter.

Commr. Parks opined that the letter could explain what the County was doing and contain a drawing or detailed explanation of what was going to happen, and that this could take care of it.

Commr. Campione opined that it was unfortunate that Ms. Stone thought that she had to apply for the County to consider whether to name those fields after her late husband, noting that after Mr. Stone passed, the idea was initiated by the BCC to do something to honor him. She stated that since the BCC had started the process at that time, she would like to make amends to Ms. Stone who had been asked to initiate something that had already been agreed on. She opined that this could be focused on just the fields, and that once it was determined where the fields would be, there could be a sign.

Commr. Morris commented that Lake-Sumter State College (LSSC) dedicated its baseball and softball complex as the Mike Matulia Fields at J. Carlisle Rogers Stadium, opining that the County needed to let Ms. Stone know that there was a way to do it.

Commr. Campione opined that this would be taken care of either in conjunction with the LCWA or after the deed passed to the County, noting that the BCC would then be in a position to make that decision.

Commr. Parks agreed, opining that this would be a good way to handle it.

Commr. Campione opined that Mr. Stone was a great person, a great leader, and a great collaborator, as he brought multiple people together to initiate those fields, and said that she was glad to hear that everybody wanted to find a way to continue to honor him.

APPOINTMENTS TO THE LIBRARY ADVISORY BOARD

On a motion by Commr. Morris, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved to appoint the following members to the Lake County Library Advisory Board: Mr. Lawrence Ross as the primary member representing the City of Tavares (reappointment) with a term expiring on February 28, 2030; Ms. Tamara Watkins-Small as the alternate member representing the City of Tavares with a term expiring on February 28, 2030; Mr. Robert Miller will move from the alternate member to the primary member representing the City of Umatilla (reappointment) with a term expiring on February 28, 2030; and Ms. Robyn Lambert as the alternate member representing the City of Umatilla, with the conflict waiver with a term expiring on February 28, 2030.

APPOINTMENT TO THE PARKS, RECREATION AND TRAILS ADVISORY BOARD

Commr. Smith mentioned that he was the liaison for this advisory board, and that even though the appointment was for District 5, there were no applicants from District 5; therefore, he opined that Ms. Amanda Wettstein would be a perfect fit for this board.

Commr. Sabatini remarked that he would always defer to anybody from their own district, and noted that this was Commissioner Morris' district. He opined that whoever represented that district should have their preference, and that he would defer to whoever represented this district despite who he thought was best qualified for that board.

On a motion by Commr. Morris, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved to appoint Ms. Amanda Wettstein for a vacancy on the Parks, Recreation and Trails Advisory Board for Commission District 5 for a term ending June 30, 2027, noting that the applicant resides in District 4.

RESOLUTION 2026-28 EXPRESSING OPPOSITION TO THE RURAL BOUNDARY AMENDMENT

Commr. Parks opined that it would be constructive to pass a resolution expressing opposition to the Rural Boundary amendment, and that since he learned when listening to the Florida Association of Counties (FAC) meeting that this had not gone away yet, this would be the time to express opposition if the Board wanted. He commented that this amendment would prohibit the County from establishing in the new Comprehensive Plan (Comp Plan) process a rural

line with no annexations one side, or rural areas on one side at the very least, with more development on the other side, noting that this amendment would be statewide.

Commr. Campione questioned if this amendment would completely nullify a joint planning agreement (JPA) or an interlocal agreement with a City, and Commissioner Parks indicated that it would. Commissioner Campione then stated that she was in favor of the resolution. She opined that the County should ensure that somebody was monitoring this, and that if it was inserted into another bill, then it could be pointed out to the County's legislative delegation.

Commr. Smith mentioned that this called out Senate Bill (SB) 208, and opined that even though this was not moving forward, he was concerned about the amendment and the wording of it. He inquired if the resolution could include any amendment that reflected this wording.

Ms. Marsh clarified that it did say this, and that it mentioned SB 208 or any substantially similar proposal.

Commr. Parks opined that the County's lobbyist should provide the Board with updates every couple of days, especially if the Board approved a resolution, which he opined was an important document. He remarked that he had been working with the legislature on some of the home rule issues, and that he had seen much of this preemption legislation coming in, which he opined was becoming an endless issue.

Commr. Campione indicated her understanding that the Board's request was for the lobbyist to provide updates.

Commr. Sabatini opined that the Board should be updated for the following workshop where this issue could be discussed more, and that whatever lobbyist was used should be expected to give 100 percent to the few things the County would ask them to do regarding policy.

Commr. Campione agreed, and opined that it was important to have a lobbyist to finesse the County's legislative priorities through as well as a lobbyist who would advocate against certain policy. She opined that it would be difficult for the first lobbyist to do both because the first responsibility was to work on building relationships rather than arguing against a bad idea, and that this process needed to be considered.

Commr. Sabatini opined that a lobbyist could strain relationships by fighting for certain policy, and that the County needed to get an independent lobbyist who would do that. He recalled that he had previously made a motion for this regarding the Lake County Property Appraiser's budget issue, and opined that since the County's current lobbyist needed to work with the legislature, it would be better to have outside representation; however, this did not pass. He opined that when these policy decisions went through, they could erase home rule, and that even though home rule had been declining since the 1990s, there was an acceleration. He opined that within the coming 10 years, it could become as it was before 1968, which was when every single bill with any local effect had to go through the City of Tallahassee, such as building a road, and that this would be an issue. He opined that since there was much funding concentrating in lobbyist efforts in the City of Tallahassee, it was much easier to affect the rest of the state, and he hoped that the County could fight it.

On a motion by Commr. Smith, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved Resolution 2026-27 Expressing Opposition to the Rural Boundary Amendment proposed as an Amendment to Committee Substitute for Senate Bill 208 (2026).

WILDFIRE THREAT UPDATE

Chief David Kilbury, Public Safety Director, commented that there had been an increase in the Keetch-Byram Drought Index (KBDI), which was normal for this time of the year, and noted that in the prior week, there were 15 incidents which included the following: five were related to escaped fires from legal burning; some were unknown; somebody used fireworks; and there was a vehicle fire and a vehicle crash. He mentioned that this was not outside the usual activities, and that most of them were small in size, as the largest was about six acres. He showed a map of the State of Florida's fire danger index throughout the state, and said that Lake County was in a moderate risk area, noting that everything south of the Interstate 4 (I-4) corridor was extremely dry. He stated that the average KBDI by county as of the previous day was at 491, which was close to the number in the ordinance to enact a burn ban, and noted that the State of Florida's fire danger index considered fuels, weather, wind, and other contributors, reiterating that Lake County was in a moderate index. He remarked that even though Lake County's average KBDI was under 500, it was close to approaching this, and that since there was some rain forecast for the current week, it might be enough to prevent Lake County from enacting a burn ban. He displayed the overall heat map of the fire danger through the drought index, and pointed out that the state was slowly moving from a green/yellow toward red. He showed a chart of the KBDI numbers, and commented that Lake County went up four points from the prior week, noting that the lowest min/max number was 400; however, there were areas in the county that were approaching 600, which was an extreme fire condition. He related that when they first started tracking this, Lake County had about 26 percent in the high fire danger area of the drought index, and that it was now close to a 60/40 split, opining that it was close to the time when they would ask the Board to pass an ordinance to enact a burn ban until the county could get below that number. He mentioned that Marion County was doing better than Lake County, and noted that they had some rainfall to bring down their KDBI. He showed the numbers for all of the neighboring counties, and said that Orange was at 452 and was below 400 a couple weeks prior, noting that Sumter County was similar to Lake County at 491. He commented that the upcoming weekend's weather forecast would determine whether the burn ban would take effect, and that the County Manager was being updated daily.

Commr. Campione indicated her understanding that if the county reached that number, then it would automatically signal a burn ban, and that they would get the word out. She questioned if the ordinance that was similar to the Osceola County ordinance would come back at the following BCC meeting.

Chief Kilbury stated that they were currently in the process of advertising it.

Commr. Campione relayed her understanding that this was a situation where Lake County was at 491, and that there was a percentage of the county was over 500 currently, noting that telling people to stop burning would be the call of the experts according to the ordinance. She opined

that the update was helpful, and that it helped to see what was actually going on, how many resources were being deployed currently, and how often fires started with someone burning in their backyard.

Chief Kilbury commented that they received many phone calls for burn bans, opining that Lake County had some very conscientious residents that were concerned about the fire danger.

Commr. Campione opined that even though a burn ban was an inconvenience to those who relied on burning on rural property to eliminate debris, everybody was concerned, and that they did not want what somebody else was doing to cause them to lose their property.

ANNEXATION REPORT

Mr. Fitzgerald relayed that he had three annexation reports for the current day, and that they were all for the City of Leesburg and would be heard by the City Commission at their March 23, 2026 meeting. He commented that the first annexation included the following: it was 9.26 acres; it was located north of Dewey Robbins Road and east of U.S. Highway 27; the current County zoning was Agriculture; the proposed City zoning was small PUD; the current County future land use (FLU) was Rural; the proposed City FLU was Estate Residential; the County density was one dwelling unit per five net acres; and the proposed City density was 2.6 dwelling units per one acre. He related that the intent was to develop the property with residential uses, and that the Office of Solid Waste stated that the properties would remain within the Lake County residential solid waste program through September 30, 2026 because they had paid for the service through that time period. He mentioned that the Public Works Department had made comments that turn lanes would be required at Dewey Robbins Road, additional right of way would be required on Dewey Robbins Road, and a traffic impact study would be required when developing the PUD. He showed an aerial map illustrating where the property was located within the City of Leesburg, which was their story map from their website, and said that that this would be an infill to the development that was being built in the City of Leesburg.

Commr. Smith indicated his understanding that it was not really infill because it was not connecting, and that it would create another enclave.

Mr. Fitzgerald stated that this was correct, and that even though it was connecting to the city boundary, it would be creating an enclave of the property to the east; however, according to the interlocal service boundary agreement (ISBA), the City of Leesburg could create an enclave if they agreed to supply City services to it, which they had confirmed.

Commr. Campione opined that even though the ISBA said that, it was still worth expressing concern over one unit per five acres going to 2.6 units per acre.

Mr. Fitzgerald commented that their Estate Residential allowed up to four dwelling units per acre, and that the developer was actually under the City's maximum allowance.

Commr. Campione opined that this did not sound like estate residential, as it was high density and equal to the County's urban density. She asked if there was consensus to express opposition.

Commr. Smith related that he was going to write a letter to the City and ask if they would at least go to a one unit per acre density.

Commr. Campione opined that this should be discussed, as she wanted to write a letter asking for one unit per five acres.

Commr. Smith opined that the BCC needed to be consistent in their message, and that in some areas, the Board had eliminated the transitional zone while keeping it intact in other areas. He opined that one unit per acre would be good because it was a transitional zone designation and would be a good compromise, noting that he was trying to be consistent in protecting the transitional zones.

Commr. Campione commented that she liked to look at the facts of the situation and what was going on the actual property, and pointed out that the Whitaker property had rights on their property for 30 years when they were taken away over time by the County. She mentioned that when they wanted to do a master plan on property that they previously had rights on, she looked at those situations differently, and that even though the term eliminating the transition was used, she wanted to consider what somebody had before it had been taken away by the government. She inquired if the majority of the Board wanted a letter to oppose the annexation and ask the City of Leesburg to acknowledge the County's one unit per five acres Rural land use or to ask the City to consider one unit per acre.

Commr. Smith stated that he would like to give the City of Leesburg something that they would actually consider, such as one unit per acre, and opined that they would not consider one unit per five acres, which would only allow for two homes on the whole property. He opined that since the City of Leesburg had a right to annex it, the County needed to try to do what it could with the property, and he hoped that the City would see that the County was trying to keep some rural density in the area. He opined that Dewey Robbins Road had been hit hard, noting that this was an old dirt road when he was a youth. He opined that what had happened to Dewey Robbins Road was terrible; however, there nothing that the County could do about it. He opined that the County should go forward with the best possible plan forward, and that since the City of Leesburg would turn down one unit per five acres, the County needed to give the City something they could consider.

Commr. Campione opined that the letter could say that the County's preference would be for the area to stay one unit per five acres; however, since the City might find this unrealistic, the County could support one unit per acre if the City would consider a compromise.

Commr. Smith said that he was fine with that.

Commr. Parks questioned how much of an enclave this was going to create.

Mr. Fitzgerald answered that it was one single parcel to the east, and that it would be about a five-acre enclave.

Commr. Parks mentioned that this was the issue with the ISBA, and opined that he would eliminate the ISBA and do JPAs where Cities would not create enclaves without some master planning done between the County and the City. He opined that this could be included in the letter.

Commr. Campione said that she appreciated trying to get the City of Leesburg to compromise to something better than 2.6 units per acres since the City might not consider a letter asking for one unit per five acres. She opined that the letter should say that even though the

County's preference was one unit per five acres, they understood that this may not be realistic; however, the County would appreciate it if the City would consider one unit per acre.

Commr. Smith opined that the ultimate goal would be for the City of Leesburg to not annex the property into the city, and said that he would be making phone calls requesting that.

Commr. Campione opined that this could be where it would start.

Commr. Smith opined that there needed to be a letter to follow up.

Commr. Campione reiterated that the County's preference was to not annex, and that if they annexed, the County would ask them to consider a one unit per acre density. She asked if there was consensus for that or a motion.

Ms. Marsh commented that this could be done by consensus, and inquired who the signatory on the letter would be.

Commr. Smith remarked that he could send it.

Ms. Marsh stated that she could prepare something for Commissioner Smith to review.

Mr. Fitzgerald related that the next annexation included the following: it was 25.07 acres; it was located south of Gospel Hill Road and east of Number 2 Road; the current County zoning was Agriculture; the proposed City zoning was PUD; the current County FLU was Rural Transition; the proposed City FLU was Estate Residential; County density was one dwelling unit per one to five acres depending on the open space; and the proposed City density was three units per acre. He commented that the intent was to develop the property with a residential use, and that the Office of Solid Waste stated that there were certain alternate keys that would remain under Lake County service through September 30, 2026. He related that the Public Works Department commented that there were deeded easements for roads, drainage, and utilities named Gospel Hill Road and Helgs Road that would need to be transferred to the City of Leesburg or vacated with future development of the property. He displayed the Lake County zoning and FLU maps, and noted that the property was surrounded by the City of Leesburg. He showed the story map of the area that would be developed, and relayed his understanding that this property would be included in the Lake Margaretta Estates development.

Commr. Campione opined that the County should ask the City of Leesburg to not annex it.

Commr. Smith indicated his understanding that this property was outside their ISBA, and that Number 2 Road was the City of Leesburg's ISBA boundary.

Mr. Fitzgerald commented that this property was contiguous to the City of Leesburg and was within their ISBA.

Commr. Smith inquired if this property was in the Rural Protection Area (RPA).

Mr. Fitzgerald said that this was not in an RPA.

Commr. Parks asked how close was this property to Number 2 Road where it looped around and went to CR 48, opining that there should be a plan for Number 2 Road long-term that the City of Leesburg needed to contribute to.

Ms. Barker commented that there had been discussions with the City of Leesburg about Number 2 Road, and that they had agreed to take Number 2 Road. She stated that this would be coming forward in a road transfer agreement soon.

Mr. Fitzgerald mentioned that Number 2 Road went north and south to the west of Lake Margaretta, and that CR 48 was on the north.

Commr. Campione relayed her understanding that if this property was added to the Lake Margaretta Estates development, then there would be more traffic on Number 2 Road. She opined that the County should ask the City of Leesburg to not annex, as it was in the County's Rural Transition land use area.

Commr. Smith indicated his understanding that it was a planned development with a master plan, and that the City of Leesburg would take over the roads and provide water and sewer.

Commr. Campione asked if the open space was commensurate with the County's requirements.

Mr. Fitzgerald replied that the open space was 35 percent.

Commr. Parks wondered if the County could ask for 50 percent open space.

Commr. Campione opined that the County should ask the City of Leesburg to not annex, and that if they annexed, they should honor the County's Rural Transition open space requirements. She opined that this may be a way to suggest a compromise, and noted that the County's Rural Transition would be one unit per acre as the highest allowable density with 50 percent open space, while the City's was three units per acre.

Commr. Smith relayed his understanding that if the City of Leesburg annexed the property, this area would get water, sewer, and new roads, and that this would provide all the infrastructure, noting that it was a planned development.

Commr. Parks opined that if the City of Leesburg agreed to 50 percent open space, there could be more clustering, which would be more efficient for providing water and sewer.

Commr. Campione opined that the County could ask the City of Leesburg to consider that.

Ms. Marsh indicated her understanding that there was consensus to send a letter to the City of Leesburg for this case requesting no annexation, and that if the City did annex, the County requested that they would honor the Rural Transition open space at 50 percent. She clarified that the City of Leesburg was taking the road transfer to the City Commission on March 23, 2026, and that it would include about nine roads, such as Number 2 Road from CR 48 to the terminus of the ISBA.

Commr. Smith wondered if the County should wait to send the letter until they agreed to the road transfer.

Ms. Marsh questioned when the annexation would be heard.

Mr. Fitzgerald answered that all three annexations would be heard on March 23, 2026.

Commr. Campione opined that it could be included in the letter that the County would like the road agreement to go through, since that was a critical part of this.

Ms. Marsh relayed her understanding that if the City of Leesburg decided to annex the property, the County would like the City to take the road and do the 50 percent open space.

Commr. Campione commented that those items were being heard on the same night, and indicated her understanding that on the County's FLU map, nothing in this area had ever been designated Urban Low.

Mr. Fitzgerald remarked that there was Rural Transition in the area to the east and Rural to the southeast, noting that most of the surrounding property was currently in the City of Leesburg.

Commr. Campione opined that before the land was in the City of Leesburg, it was not urban, and that this was why the County was not happy about all the land on Dewey Robbins Road being annexed, noting that it was Rural.

Mr. Fitzgerald mentioned that the third annexation to be heard by the City Commission on March 23, 2026 included the following: it was 202.6 acres; it was east of CR 33, south of Lake Brite Street, west of CR 33, and south of Desert Lane; the current County zoning was Agriculture; the proposed City zoning was PUD; the current County FLU was Rural; the proposed City FLU was Estate Residential; the current County density was one dwelling unit per five net acres; and the property City density was 2.47 dwelling units per acre. He stated that the intent was to develop the property with residential uses, and that there were certain alternate keys that would remain within the Lake County residential solid waste program through September 30, 2026. He remarked that a roadway improvement and impact fee credit agreement for improvements at the CR 470, CR 48, and CR 33 intersection was approved by the BCC on September 9, 2025, and that the Public Works Department had noted the following: turn lanes were required at CR 33; additional right of way would be required on CR 33; a trail fronting CR 33 would need to be accommodated; and a traffic impact analysis would be required. He displayed the current County zoning and FLU maps and the City of Leesburg story map, and said that the property was south of the Preservation Place subdivision bordering east and west of CR 33, noting that this was a noncontiguous annexation.

Commr. Campione recalled the she had visited the Preservation Place area before it was developed, and that they had taken kayaks through an easement that the LCWA had underneath Florida's Turnpike, opining that it was heartbreaking to know that the property would be completely developed. She indicated her understanding that there was a floodplain in that area, and that after much rain, the Public Works Department had to work with the City of Leesburg because much of Preservation Place was holding water. She opined that since the County's designation was one unit per five acres and it was not contiguous, the Board should oppose the annexation.

Ms. Barker pointed out that the Board had already approved intersection improvements from this development for the intersection of CR 33 and CR 470.

Commr. Parks inquired where the improvements were on the map.

Mr. Earhart replied that they were at CR 33, CR 470, and CR 48 where there was a barbershop and a gas station, and noted that the developers agreement said that within six months of receiving approval from the City of Leesburg, the developer would construct the new turn lanes and a traffic signal for about $2 million.

Commr. Campione mentioned that this agreement was based on an annexation by the City of Leesburg, and that the best the County could do was to obtain some road improvements. She opined that even though she appreciated obtaining the road improvements, she thought that the annexation was terrible.

Commr. Sabatini stated that he would support a letter of opposition.

Commr. Campione wondered if the annexation should go forward, since the road improvements would happen in accordance with the development agreement.

Commr. Parks questioned if there was going to be a trail along CR 33.

Mr. Fitzgerald replied that they received a comment that a trail along the development road frontage for CR 33 would need to be accommodated.

Commr. Parks asked if there was anything from environmental resources about floodplains, and opined that it looked like a system that looped around to the larger wetland system.

Mr. Fitzgerald answered that they did not have comments at this time; however, he relayed his understanding that through intergovernmental coordination, they should be seeing the development plans for this property, and that if there were issues with the floodplain, then they would comment on it.

Commr. Parks expressed concern about the development impacting wildlife corridors and connectivity.

Mr. Fitzgerald opined that alternate key 1044189 would be a great candidate for some conservation.

Commr. Parks agreed, and opined that the resources on the site made it look like it had not been citrus.

Commr. Campione opined that the letter could include the following: opposition to the annexation; acknowledgement that the County had a development agreement for road improvements as it was likely to move forward; and consideration for the opportunity to review alternate key 1044189 for conservation purposes and wildlife connectivity. She asked if there was a consensus, and the Board agreed.

BRITT ROAD REPAIR PROJECT PURCHASE AGREEMENT

Mr. Earhart related that this item was associated with the Britt Road reconstruction where it washed out, and pointed out that the County had previously acquired the Brautcheck property. He said that the County also wanted to acquire 0.12 acres of right of way for a pipe going into the pasture on the west side of the road, noting that it would show that the County owned it by deed and not by right. He commented that it would be $14,500, and that the owner was open to moving forward. He mentioned that this would be the last piece of right of way that was needed, and that once they obtained the permit with the St. Johns River Water Management District (SJRWMD), the Florida Department of Transportation (FDOT) would give them approval to bid the project.

Ms. Marsh commented that the County had sent a purchase agreement to the attorney for WDL Property Holdings 8 LLC, the property owner, and that they had received it back on the current day with a couple of minor comments that could be fixed quickly. She said that they were hopeful that the owner would sign it on the current day, and that they could quickly move this to closing. She mentioned that staff was asking for the Board to waive the due diligence, as they already had the survey done inhouse, noting that since this was adjacent to the right of way, she did not foresee any issues with that. She related that their plan was to close on the property in no later than 30 days; however, they would like it to be sooner if possible.

Commr. Campione indicated her understanding that if this went to closing in one week, the bidding process could start for the actual Britt Road construction.

Mr. Earhart remarked that they were expecting comments back from SJRWMD on their permit, and that once they had this, then FDOT would still have to deem everything complete. He pointed out that FDOT had four to six weeks to give them permission to bid, at which point they could then bid the project.

Commr. Campione opined that FDOT should know how urgent this project was.

Mr. Earhart opined that even though it would likely be expedited, this was what was shared with the County.

Commr. Morris asked if WDL Property Holdings 8 LLC owned the nursery.

Mr. Earhart answered that WDL Property Holdings 8 LLC leased the property to the nursery, but was not operating the nursery. He explained that 0.1 acres was between the edge of the pavement and the fence line, and that 0.02 acres was a small area to extend their stormwater pipe and make the grades better.

Commr. Morris relayed his understanding that WDL Property Holdings 8 LLC was the company the County previously asked to sell a portion of their property so that Britt Road could be built on the other side.

Mr. Earhart indicated that this was correct; however, they were not interested in selling property that would diminish their future holdings.

Commr. Morris expressed concern about the length of time for this project.

Commr. Campione agreed; however, she opined that it was promising that even though they did not want to sell before, they were willing to do the drainage easement. She opined that it would make the project better, and that when the water was flowing from that property and going under the road, having an actual drainage easement would be important.

Commr. Morris inquired if there was a 50/50 match, and relayed his understanding that the purchase price was still being negotiated but was not anticipated to exceed $30,000 without further Board approval, noting that the fiscal impact was $14,500.

Ms. Marsh clarified that there was no grant funding for this purchase, and that the reason there was a cap was because at the time of the printing of the agenda, they had not heard back from the property owner and were not sure whether or not the owner would attempt to negotiate the price. She stated that it appeared that the owner was fine with the price because this was not one of the comments they had made.

Commr. Campione commented that the original pipe that was under the road previously was connected where the WDL Property Holdings 8 LLC property was.

Mr. Earhart remarked that the pipe went under road, and that this deal would allow the County to extend the pipe further and make the grading less than one to one, such as one to four, so that it would tie in much better.

Commr. Smith stated that he would vote against this, and opined that the County should not have bought the Boardcheck property in the first place for such a large amount of funds.

Commr. Morris agreed with those sentiments.

Commr. Campione hoped that there would still be three votes, and opined that Britt Road was critical as a north/south connector from State Road (SR) 44 to Wolf Branch Road. She opined that without this road, there had been large issues for the residents of Lake County.

Commr. Smith commented that the County had already bought the Brautcheck property, and that there was nothing that could be done about that currently.

Commr. Campione mentioned that the County could acquire an easement to ensure that the drainage worked properly.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried by a vote of 3-2, the Board approved the following: a Purchase Agreement for Property with WDL Property Holdings 8 LLC for the Britt Road Repair Project; to authorize the County Manager to execute the Purchase Agreement and any necessary amendments; to proceed with closing the transaction by waiving due diligence or accepting any encumbrances due to the emergency relief needed in order to close the transaction within thirty days; and to authorize the Chairman to execute any necessary closing documents.

Commr. Smith and Commr. Morris voted no.

REPORTS

COMMISSIONERS REPORTS

COMMISSIONER SABATINI – DISTRICT 1

LEGISLATIVE SESSION

Commr. Sabatini mentioned that the State was in the last week of the legislative session, and that it was announced that they would either continue or have a special session. He asked that the Board would stay focused on the bills, opining that the coming 72 hours were the most important of the session.

COMMISSIONER PARKS – VICE CHAIRMAN AND DISTRICT 2

LEGISLATIVE SESSION

Commr. Parks requested that the Board would watch what was happening currently in the State Legislature, and expressed approval of the resolution passed on the current day.

OFFICE OF FIRE RESCUE

Commr. Parks indicated appreciation to the Office of Fire Rescue, and opined that they were currently working hard with the fires.

PUBLIC LANDS AND TRAILS ACQUISITION ADVISORY COMMITTEE

Commr. Parks related that the application process was open for the Public Lands and Trails Acquisition Advisory Committee, and that there were opportunities for grants, such as the Rural and Family Lands Protection Act funds. He mentioned that there were opportunities to combine working agricultural lands with an environmental conservation component, and that this partnership made it more likely for the County to acquire that grant. He urged the Board to get people in their districts to apply, and said that there was about a month left until April 17, 2026.

COMMISSIONER SMITH – DISTRICT 3

SERVICE MEMBERS

Commr. Smith hoped that everybody would keep the service members in their thoughts and prayers during this time.

COMMISSIONER MORRIS – DISTRICT 5

GOVERNMENTAL AFFAIRS POSITION

Commr. Morris commented that he would like the Board to consider a governmental affairs position under the County Manager, and said that he had sent a synopsis to the County Manager, noting that she could forward it to the Board and comment on it. He opined that this employee could attend the City meetings that Ms. Barker attended, which he opined took much of her time, and could work with their lobbyist in the City of Tallahassee. He opined that the County had grown large enough that this position should be considered.

Commr. Parks stated that he would be supportive of that discussion, and opined that there may be some ways to restructure. He opined that having that type of position could be a benefit directly to the Board, and that if there were Commissioners at FAC or other important events, there could be someone to go to the City of Tallahassee or to meet with the local legislative delegation.

Commr. Sabatini relayed that even though he was open to having a discussion, he was hesitant making a decision this early, and opined that if the goal was to get something done, then hiring an independent lobbyist for a specific issue in the City of Tallahassee would be more effective than a local government employee. He indicated concern about someone who attended meetings but did not actually accomplish anything, and opined that the County wanted a targeted lobbyist.

Commr. Morris related that the synopsis showed that this would not be that kind of position, and opined that this employee would be very focused on what they were doing.

Commr. Parks opined that those numbers could be looked at, and that even though there were some specialist lobbyists that did a great job, if there were 10 issues, then it might be too expensive to hire three or four different lobbyists for that.

Commr. Smith stated that he would like to see the proposal before discussing it.

Commr. Morris opined that it was a good start.

Commr. Campione opined that the Board should start the discussion.

Commr. Sabatini opined that this conversation needed to happen synonymously with what the Board wanted out of its normal routine lobbyist.

Commr. Morris relayed his understanding that the lobbyist's contract was expiring.

Ms. Barker commented that the last renewal was in the current year, and that it would expire on December 31, 2026, noting that the County would be going out to bid in the current summer.

Commr. Morris opined that this would be a good time to include anything the Board would want in the bid.

Commr. Campione opined that the Board could define the scope, including smoothing over issues to pass legislative priorities versus advocating against or for particular pieces of legislation.

Commr. Morris opined that since the bid would go out in the current summer, this should be considered.

Commr. Parks stated that he welcomed the discussion, and noted that there were examples in other Counties.

Commr. Campione asked when the Board could see it.

Mr. Barker related that she would email the synopsis on the current day.

COMMISSIONER CAMPIONE – CHAIRMAN AND DISTRICT 4

FLORIDA GREENWAYS AND TRAILS FOUNDATION MEETING

Commr. Campione remarked that she attended the Florida Greenways and Trails Foundation meeting on March 5, 2026, and that Mr. Gallus Quigley, Recreation Coordinator for the Office of Parks and Trails, did a presentation of all the trail news from Lake County. She mentioned that she was so impressed by it that she wanted the County to host a couple of town hall meetings where people could come and see the different trails that were planned and under construction as well as the connections the County was making, opining that it would be a great time to update the public and inform people that were interested in that topic. She wondered if there would be support to host some town halls about trails.

Commr. Parks said that he was supportive, and asked that the fiscal situation be included, such as how much trails cost. He opined that there could be an educational component that showed the plan and how far the County had to go to make it cost feasible.

Commr. Campione opined that there would have to be a way to work it in; however, it could just give people an overview so they could know what was happening around them and what they could look forward to. She opined that the discussion about funding and maintenance would be more of a workshop, and that she did not want to lose the opportunity to engage the public and keep them informed.

Commr. Parks opined that even though those would be great meetings, it could be years before the trails could be built, such as with the roads workshops.

Commr. Campione stated that her focus was not about the master trail plan, which was many years out, and that she wanted to focus on what was actually happening currently. She commented that she was impressed with the list of things that were currently going on, and that this was what she wanted to focus on. She opined that the County needed to update the master trail plan, and that there would be a formal process for that, including having meetings to obtain input, which she opined would be a good time for a fiscal discussion. She related that she wanted to let the public know where the County was at currently, including what had been built and what was on the horizon.

Commr. Smith opined that it would be good to include the Cities to see what they were doing to build trails and connect to the County's trails.

Commr. Campione opined that it would be a great chance for the Cities to see the County's plan and for the County to look at what the Cities were doing.

AMBULANCE UPDATE

Commr. Campione relayed that on the current afternoon, she would be going with staff to an ambulance update for the City of Clermont, and that there would be an update provided on everything that had happened since the Board discussions in October and November 2025. She commented that there would be some news to share about the number of ambulances, response times, and ongoing needs for locations inside the city limits.

Commr. Smith questioned if the City of Clermont had agreed to allow the ambulances inside the city.

Commr. Campione hoped that when she delivered a positive message, it would create the synergy necessary for the County to have those agreements honored that were currently in existence. She opined that there was good news and opportunities for even better response times.

NATIONAL PACK YOUR LUNCH DAY

Commr. Smith said that it was National Pack Your Lunch Day.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 11:06 a.m.

_____

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____

GARY J COONEY, CLERK

A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
MARCH 24, 2026

The Lake County Board of County Commissioners met in regular session on Tuesday, March 24, 2026 at 9:00 a.m., in the County Commission Chambers, Lake County Administration Building, Tavares, Florida. Commissioners present at the meeting were: Leslie Campione, Chairman; Sean Parks, Vice Chairman; Anthony Sabatini; Kirby Smith; and Timothy Morris. Others present were: Jennifer Barker, County Manager; Melanie Marsh, County Attorney; Misty Spahn, Executive Office Manager, County Manager's Office; Gary J. Cooney, Clerk of the Circuit Court and Comptroller; Kristy Mullane, Chief Financial Officer; and Josh Pearson, Deputy Clerk.

INVOCATION AND PLEDGE

Commr. Campione welcomed everyone to the meeting.

Pastor Michael Watkins, with Friendship CME Church in the City of Tavares, gave the Invocation and led the Pledge of Allegiance.

AGENDA UPDATE

Ms. Jennifer Barker, County Manager, stated that there were no updates to the agenda.

MINUTES APPROVAL

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved the minutes for the BCC meetings of February 3, 2026 (Regular Meeting) and February 10, 2026 (Regular Meeting) as presented.

CITIZEN QUESTION AND COMMENT PERIOD

Commr. Campione remarked that anyone who had joined the meeting through Zoom using their phone may press *9 to virtually raise their hand, and that anyone participating online could click the raise hand button to identify that they wished to speak. She added that everyone would have three minutes to speak.

Mr. Greg Raffel, a resident of Lake County, recalled that he had previously requested assistance in looking at traffic in Four Corners. He expressed concerns for traffic, and relayed his understanding that Mr. Jeff Cagan would like to sell his roads to the County and that one lane roads in the area were continuously backing up traffic, noting that more housing was being developed. He indicated concerns for traffic at United States (U.S.) Highway 192 and Town Center Boulevard, in addition to Cagan Crossings Boulevard and U.S. Highway 27, and said that he would appreciate any attention which could be given from the Board of County Commissioners (BCC) and the Lake County Sheriff's Office (LCSO), opining that there were many illegal left turns from Town Center Boulevard onto U.S. Highway 192.

Commr. Parks said that this area was growing rapidly and that there was much traffic. He mentioned building roads regionally to alleviate some of this traffic, including State Road (SR) 516, Wellness Way Boulevard and Schofield Road. He opined that much traffic was locally generated, and he expressed concern for the stop sign at the entrance to the Walmart and Lowe's, opining that something had to be redone.

Commr. Campione stated that the County had revamped its Public Works Department and that they had individuals who were specifically overseeing each district; therefore, she opined that it was time to review this and see what they might be able to do.

Ms. Barker relayed that Mr. Raffel could meet with Mr. Mike Olka, noting that Mr. Olka was in charge of the Public Works division for South Lake.

CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S CONSENT AGENDA

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved the Clerk of the Circuit Court and Comptroller's Consent Agenda, Items 1 and 2, as follows:

List of Warrants

Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes as attached Exhibit A and filed in the Board Support Division of the Clerk's Office.

Lands Available List

Notice is hereby provided of having received a list of property placed on the Lands Available List.

COUNTY MANAGER'S CONSENT AGENDA

Commr. Campione said that she had comment cards for Tab 16, and that she anticipated that there would be discussion on it.

Commr. Morris commented that for Tab 14, he wanted the public to understand that they were committing over $800,000 per year for 20 years for the end of SR 516. He said that he did not like committing funding for someone who would be sitting in his seat at a later date, and that this item regarded the trail which turned into roundabouts.

Ms. Barker clarified that it regarded intersection improvements at the interchange to the new SR 516.

Commr. Campione relayed that these were long-term intersection improvements which had been in the works for a number of years.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved the Consent Agenda, Tabs 3 through 15, pulling Tab 16 to the regular agenda, as follows:

PROCLAMATIONS

Recommend approval of Proclamation 2026-20 designating April 19-25, 2026, as Lake Libraries Week in Lake County.

ADMINISTRATIVE SERVICES

Information Technology

Recommend approval:

1. Of an amendment to the contract with the Agenda and Meeting Management Software Vendor to include website hosting, development services, and Americans with Disabilities Act (ADA) enhancements for the main county website (lakecountyfl.gov).

2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact of $99,769 (expenditure) is within, and will not exceed, the Fiscal Year 2026 Budget with a three percent increase starting in Calendar Year 2027.

Management and Budget

Recommend approval of the First Amendment to the Subrecipient Agreement between the City of Fruitland Park and Lake County to allow the balance of $360,020 to be utilized for the planning and design costs of a new wastewater treatment plant (WWTP). Commission District 5.

There is no fiscal impact.

Procurement Services

Recommend approval to declare the items listed on the attached inventory as surplus, authorize their removal from the County's official fixed asset records, and authorize the Office of Procurement Services Director to execute all necessary documentation.

The fiscal impact cannot be determined at this time (revenue).

PUBLIC SAFETY

Fire Rescue

Recommend approval:

1. To increase the expenditure limits of vendor pool Contracts 22-730A-K for Fire Equipment, Supplies, and Services with All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), MES Service Company, LLC.(f./k/a Municipal Emergency Services, Inc.) (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), and Ten-8 Fire Equipment, Inc. (Bradenton, FL) from an estimated amount of $1,100,000 to an estimated amount of $2,000,000; and

2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $900,000 (expenditure) and will not exceed available funding in each fiscal year's approved budget.

Public Safety Support

Recommend approval of Calabrese Drive and Denise Way pursuant to Lake County Code Article V - Uniform Street Addressing System Sec. 18-103(g).

The fiscal impact is $300 (revenue). Commission District 4.

COMMUNITY SERVICES

Solid Waste

Recommend approval:

1. Of Amendment No. 1 to the Second Amended and Restated Exclusive Franchise Agreement to Contract 13-0303D with FCC Environmental Services Florida, LLC for Collection Area 1; and

2. To authorize the Office of Procurement Services to execute all supporting documents.

There is no fiscal impact. Commission District 3 and 4.

Recommend approval:

1. To award Contract 26-504 to Toter, LLC (Statesville, NC) to provide Fully Automatic Bear-Resistant Trash Carts; and

2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is $200,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Future expenditures will not exceed the available funding in any Fiscal Year Budget.

INFRASTRUCTURE AND TRANSPORTATION SERVICES

Facilities Management

Recommend approval:

1. Of the award for RFQ Q2026-00036 with Advanced Roofing, Inc. (Sanford, FL) for the Judicial Center North Wing Reroofing Project; and

2. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact of $340,741.00 (expenditure) is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3.

Recommend approval:

1. Of the award for RFQ Q2026-00049 with RMS Orlando Inc. (Orlando, FL) for the Library Services Reroof project; and

2. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact of $133,560 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3.

Public Works

Recommend retroactive approval:

1. Of Contract 25-743C proposal for the repair of the sinkhole and associated roadway damage on Empire Church Road; Recommend approval:

2. To adopt Unanticipated Revenue Resolution (URR) 2026-30 to accept and appropriate $533,577 to the Infrastructure Sales Tax Fund for repairs on Empire Church Road;

3. Of a budget transfer in the amount of $1,000,000 from Facilities Capital Buildings to Public Works Capital Infrastructure Construction;

4. Of a budget transfer in the amount of $1,000,000 from Gas Tax Reserves for Operations to Infrastructure Construction; and

5. To authorize the Office of Procurement Services to execute all supporting documentation related to the contract for road repairs; and

6. Approval for the Chairman to execute the required Right of Entries for the two adjacent property owners, which include indemnification language.

The estimated fiscal impact is $2,533,576.44. Commission District 1.

Recommend approval of a Construction Agreement with the Central Florida Expressway Authority (CFX) for the County to reimburse CFX for a portion of the right-of-way acquisition, design, permitting, and construction associated with CR 455, Cook Road, and Schofield located between U.S. 27 and S.R. 429 as part of the Lake/Orange Expressway Project in the amount of $16,348,714.42, spread over 20 years. The first payment of $817,436.12 is scheduled for approximately October 15, 2027, with annual payments of $817,435.70 thereafter through October 15, 2046.

The fiscal impact is $817,436.12 (expenditure) in Fiscal Year 2028 and $817,435.70 annually through Fiscal Year 2046 (expenditure). Commission District 1.

Recommend approval of a budget transfer of $1,567,863 from the General Fund Resurfacing Reserves to the General Fund Public Works Resurfacing account to complete the Fiscal Year 2026 Phase II program.

The fiscal impact is $1,567,863 (expenditure).

TAB 16: GREEN MOUNTAIN SCENIC OVERLOOK AND TRAILHEAD SECOND OBSERVATION TOWER

Ms. Barker stated that this item regarded the proposed contract for approval of the construction of an extension to the Green Mountain Scenic Overlook and Trailhead tower. She

recalled that this was originally brought to the Board for consideration in 2022, and that a grant was sought, noting that in May 2022 the Board had approved moving forward with the application for a grant from the National Scenic Byway Program in the amount of $650,000. She elaborated that this grant was to be matched with Tourist Development Tax (TDT) funding in the amount of $650,000, and that the County won the award for the grant; therefore, staff worked with a consultant and the Florida Department of Transportation (FDOT) to create the design and engineering plans. She recalled that the Board approved receiving the grant in July 2024, and that construction at that time was $3.2 million; additionally, the final design and engineering plans were approved by FDOT, and when the County originally went to bid, the lowest bidder was $2.8 million. She relayed that the bidder could not secure a bond, and that the County took this project back out to bid, which was open in July 2025, noting that they had one responsive bidder at $6.7 million; however, staff had rejected this bid and opted to rebid again. She said that the second amendment to the funding approved by the Board to extend the construction due date was approved, which extended the construction deadline to 2028. She stated that they had three responsive bidders to their third bid with the lowest bid at slightly over $4.2 million, and that this was the construction contract before the Board for approval.

Commr. Campione asked how much of this was the grant versus the match.

Ms. Barker clarified that $4.2 million was the total construction cost, that $650,000 would be coming from the grant, that $650,000 would be coming from the TDT match, and that the remaining funding would come from other sources with around $2 million being the penny sales tax, as well as about $900,000 coming from the parks impact fee south district.

Commr. Campione opined that it would be interesting to know visitor numbers, how the tower was currently used, and the reasoning behind wanting to have the tower be higher.

Ms. Angela Harrold, Director for the Office of Parks and Trails, explained that they had about 50,000 visitors based on counter data in the last year; furthermore, they had two large cycling events which used the location each year. She said that they hosted 5Ks, 10Ks and other cycling events, and that in the past weekend they had about 1,000 visitors, noting that it was a heavily used park. She opined that it would be nice to have a draw on the Lake County side since the Lake Apopka Wildlife Drive was on the other side in Orange County, and she also relayed that they had many birders. She recalled that the Florida Wildflower Foundation recently did an exhibit garden for native plants with a local Eagle Scout project to create a water fountain, and that they had several amenities that people visited, noting that it was a major trailhead between the Cities of Winter Garden and Mount Dora.

Commr. Campione opined that this information was important to consider in the context of the Lake County brand of “Real Florida, Real Close,” and the fact that they had a focus on a master trail plan and had completed the Lake Apopka Loop Trail. She did not think that the trees were as high when the tower had opened, and relayed her understanding that one could see further out; however, the trees had grown and created a different look there. She mentioned that the county had the Citrus Tower at one point, which was an iconic symbol and destination point, and that when the subject tower was proposed, it gave one a completely new perspective on Lake County

with looking out over Lake Apopka and green space, as well as seeing the growth on one side and the natural landscape on the other side. She opined that it was an ecotourism attractor, and that this could potentially be a replacement iconic location that people associated with Lake County; furthermore, she also saw it as a major trailhead, which was a cornerstone of their trail system.

The Chairman opened the floor for public comment.

Mr. Greg Gensheimer, with Green Mountain Scenic Byway Inc., said that the scenic byway program was first established in 2004 and that it was a State designated scenic byway which ran from the City of Winter Garden to the City of Mount Dora. He relayed that once this designation was received, the charge was to preserve, protect and enhance the resources in the corridor. He said that they wanted to be proactive by saving green spaces and creating recreational opportunities, and that they had helped the County purchase Ferndale Preserve. He stated that economic development was part of what they were trying to do, and that they wanted to create something which would attract people so that they would leave more money in the communities. He discussed efforts related to the trails across the north shore of Lake Apopka, noting that a grant required an observation tower. He said that as soon as the tower went up and he saw the trees, he had opined that they needed something larger, and that he had been working on this tower. He listed the following reasons why they should build the tower: all of the funding which came in when they had a trail and a tower; he opined that it would be a draw for everyone in the area; the taller tower could be a way to diversify the tax base with business tax revenue, as well as lowering the county's contributions to the police and pension plans by increasing businesses in the City of Minneola; many people could ride farther on trails with e-bikes and access the tower; there would be 12,000 to 13,000 new dwelling units in the City of Minneola with 4.2 million square feet of commercial; and there was a 2018 economic survey which indicated that riders, walkers and car drivers brought in $1,000 on the surveyed days, noting that over the past two days they would have brought around $2,800. He said that based on the yearly visitors averaged over the last five years, in 2026 they would have slightly over 6,000 bikes and just under 20,000 pedestrians; additionally, there was an increase from around $221,000 in economic impact in 2018 to $550,000. He opined that when looking at bringing in over $500,000 per year without the tower being built, they could essentially have the tower paid off in a couple of years.

Commr. Campione opined that having a destination point increased the opportunities for economic generation; however, she expressed concerns for the cost, questioning if there was a way to do this less expensively and with community participation.

Commr. Parks thanked Mr. Gensheimer for his years of dedication, and he mentioned that that the Green Mountain Scenic Byway was an FDOT designation which had been contemplated years prior for this type of tourism. He opined that the Green Mountain Scenic Byway was part of who they were, and relayed his understanding that it was also part of the parks and trails master plan. He opined that sticking with the plan was important, as well as understanding that they sometimes had to be flexible with issues about cost. He also indicated his understanding that there was a cumulative 1,000 foot elevation change going through that trail, and opined that many people

from all over the state would cycle and participate to receive this kind of training; therefore, they were spending money there.

Commr. Smith asked if Mr. Gensheimer had contacted the St. Johns River Water Management District (SJRWMD), 1000 Friends of Florida or other conservation groups to help with the cost.

Mr. Gensheimer denied this.

Commr. Smith opined that this would be a good place to start. He then inquired if Mr. Gensheimer thought about doing a fundraiser.

Mr. Gensheimer said that he had not contemplated it, though he had done this previously.

Commr. Morris expressed appreciation for what Mr. Gensheimer had done, and opined that the Board needed to understand that they had infrastructure issues. He opined that he wanted the Board to start working together to fix the road issue, and said that he would like to know if there were any other projects that he did not know about and that there might be an issue with.

Commr. Parks opined that there were some questions about how it could be funded, such as out of TDT at a lower cost, rather than as a penny sales tax project which might come out of roads funding. He questioned if there was a way to look at a cost savings on this, and he recalled that he had asked Ms. Melanie Marsh, County Attorney, if the County could build this themselves.

Ms. Marsh explained that under Section 255.20, Florida Statutes, the County was required to competitively bid any project with a cost of $300,000 or more; however, there were exceptions to this, including a self-performance option. She clarified that this was allowed under Section 255.20, though there was a process that the County had to go through which would include having to publish a notice 21 days before holding a public hearing; furthermore, they would have to identify the following: what the project was; the components; the scope; the estimated cost, accounting for all performance; employee compensation and benefits; equipment costs; maintenance; insurance costs; and the cost of direct materials, including materials purchased by the government, probably under sales tax recovery programs, plus a factor of 20 percent for management overhead and other indirect costs. She elaborated that after they published this for 21 days, they would hold a public hearing, at which time they would discuss these items; additionally, it would allow any qualified contractor or vendor to step forward and explain why they thought they could do this better or faster. She commented that the complicating factor with this project was that they had Federal funding, and that the contract for Federal funding required a competitive solicitation. She stated that if the Board wanted to move in this direction for the project, the County would have to go back to FDOT and see if they would allow self-performance. She said that other items that they would have to consider as part of this would be if they had the staff resources to oversee a project of this nature, noting that they would have to have a general contractor on staff, which they currently did not have. She mentioned that they would have to review staffing resources, and that they could still bid out subcontractors, etc., though all of this would have to be discussed with FDOT to see if they would allow it under the Federal grant provisions.

Commr. Parks opined that this could possibly work if they went to the State, opining that the State would likely be more understanding of this approach than the Federal Government. He also opined that there could be a chance with many projects moving forward with this approach, and that it was possibly worth asking the State to look at this or the County rebidding it again.

Commr. Campione asked about rebidding it first to see if it could come in lower.

Commr. Parks opined that they could do both.

Commr. Smith stated that he liked the idea of the County seeing if they could do it themselves, and he also implored Green Mountain Scenic Byway Inc. to look at the SJRWMD and other conservation groups for fundraising opportunities, noting that he would like to see this not be done 100 percent at the cost of citizens of Lake County who were forced to do this.

Commr. Campione opined that TDT was appropriate.

Commr. Smith agreed that some of it was appropriate, though opined that the TDT also had a myriad of other items that it did to bring in many more people than what this tower would do.

Commr. Campione mentioned the county's Real Florida, Real Close brand, and pointed out that Lake County was the hilly part of the State of Florida. She expressed support for TDT being used toward sporting events and venues; however, she opined that this item went toward their identity because it brought together a place where families and people of all ages could experience what made Lake County so special. She said that she liked the idea of doing fundraising and seeing if they could get the public involved, and questioned if Mr. Gensheimer would consider spearheading this to see if they could get people to contribute. She also questioned whether a private entity could have their name on the tower, and stated that there was possibly a local company who would consider doing this. She opined that they had to explore this and see if they could make this an endeavor that was also on the private and public sides as willing participants. She added that in the meantime, the County could explore if they could do this less expensively if they could rebid it, or look at the possibility of overseeing it. She also wondered about great welders who taught or were coming out of Lake Technical College (Lake Tech) who had great experience working with the materials which would be used on a project like this.

Ms. Harrold showed an image of the property with the existing tower and how much higher it would go. She mentioned that there was COR-TEN steel and an elevator which increased the price of the project, and that staff had done much earthwork to prep the site; therefore, this would not be included in the construction bid.

Commr. Campione requested to show a video regarding the location.

Commr. Morris said that he reviewed the bid documents and opined that everything was done right, noting that there were three bids, and he was unsure what going out for another bid would do other than take time and possibly have an increased price. He opined that it was a foregone conclusion that it needed to be done, and he made a motion to approve this item.

Commr. Sabatini seconded the motion.

Ms. Cindy Newton, a resident of Lake County, opined that cost was an issue, and that fundraising would lower the cost; additionally, she mentioned possibly rebidding. She opined that

with the results of the election, they did not know what was occurring with sales tax and gas tax, and that more tourist funding to diversify their tax base was important.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the floor for public comment.

Commr. Morris said that any funding which could be raised to reduce the project price would be greatly appreciated.

Commr. Parks stated that he would connect with Mr. Gensheimer regarding fundraising opportunities on a statewide level.

Commr. Smith relayed his understanding that if this item was approved on the current day, it meant that the County would be 100 percent responsible for the funding and that no fundraising efforts would need to be done. He expressed opposition to this item without understanding that they would go to their conservation partners who could be willing to help, and said that he was also against it if they did not look for fundraising opportunities. He commented that he was surprised that Commissioner Morris made a motion to approve this item because they had much occurring with roads, as well with other incomplete trails which could help with economic development and which had to be done first. He expressed appreciation to Green Mountain Scenic Byway Inc.'s efforts, opining that there could be more effort done. He recalled that this item first came to the Board as a $1.2 million project which had increased to around $4 million, and opined that they could do a design build at $2 million to see if it worked. He opined that the Board needed to fail this motion and look at other opportunities for fundraising and other conservation partners who may be willing to help.

Commr. Campione agreed with Commissioner Smith, opining that it was worthy of going back out and seeing whether they could reduce the price. She added that she also liked the idea of reaching out and seeing if they could get a private corporate partner, as well as support from people who wanted to see this come to fruition. She opined that they should do this before moving forward with approving what was on the current agenda.

Commr. Sabatini said that he would be agreeable with approving it as it was, opining that a corporate sponsorship or someone wanting naming rights did not preclude the Board from moving forward on the current day. He expressed support for this project, opining that it was unique and that the bidding process was followed closely. He opined that the price would only increase with the current economy, and that this was the most unique part of the State of Florida. He opined that the County needed to start building its brand, and that they needed to have an identity and lean into the idea that it was the best place to live. He opined that this elevated ridgeline was the most significant geographical feature of the county, along with the lakes, which was signified in this location. He opined that it was important to have an identity and brand because he wanted people who believed in the values of the people of Lake County, including environmental conservation, to want to be motivated to live there. He opined that one singular geographical highlight or investment could carry the identity of the county, and that the lakes, the City of Mount Dora, this area, and the Green Swamp were some of the features that gave them a unique identity.

On a motion by Commr. Morris, seconded by Commr. Sabatini and carried by a vote of 3-2, the Board approved Contract 26-411 with S.A. Casey Construction, Inc. (Orlando, FL) for the Green Mountain Scenic Overlook and Trailhead - Second Observation Tower, and to authorize the Office of Procurement Services to execute all supporting documentation.

Commr. Campione and Commr. Smith voted no.

Commr. Campione clarified that this did not preclude them from trying to get fundraising done, and asked if she could partner with Mr. Gensheimer on this.

Commr. Sabatini said that he liked the sponsorship idea. He also opined that fiscal conservatism was good, though stated that this issue was too important for him in the balancing test for how he would vote for these things.

Commr. Parks hoped that the Board would support getting staff to look into the statutory framework that Ms. Marsh had discussed to start doing this on their own with roads and smaller projects.

Ms. Harrold clarified that the County had engineers, but that they did not have a general contractor.

Commr. Campione related that the County Manager could understand to look at any project with regards to if it was something that the County might be able to do themselves under the statute. She opined that it was a good approach for this to always be a possibility for capital projects.

Commr. Parks opined that the County could end up seeing significant savings if they were able to do roads and projects at all levels.

Ms. Harrold clarified that for facilities, their smaller capital projects such as roof replacements were staff driven. She added that they could look at larger projects as well.

Mr. Gensheimer thanked everyone for believing in him and this project, noting that he would begin making phone calls.

VILLAGES FIRE ASSESSMENT PRESENTATION

Ms. Barker requested to move Tab 20 to the current time.

Mr. Kenny Blocker, Villages Community Development District (CDD) District Manager, said that he was present to discuss consolidating the fire assessment under Lake County, noting that The Villages Public Safety Department also served residents in the Town of Lady Lake, the City of Fruitland Park, and Lake County. He said that administratively, it would involve a process of three hearings, mailings, and all the different municipalities in the county going through the same process. He opined that this was government efficiency and that it made sense to deal with one entity, noting that it would be under the uniform collection method.

Commr. Morris asked about if someone did not pay.

Mr. Blocker clarified that it was not their intent to go back to Lake County to ensure that they were paid, and that this was why they would use the uniform collection method. He added that there was language regarding how they could go back and receive funding from people who did not pay, though they would let the attorneys address this through the interlocal agreement to ensure that Lake County was not liable.

Commr. Campione relayed her understanding that it would basically be the same backend regarding if someone did not pay their non-ad valorem assessment.

Ms. Barker confirmed this.

Commr. Campione opined that this was a great example of efficiencies and a smart way to do these things.

On a motion by Commr. Smith, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved to move forward with consolidating the fire assessment under Lake County.

PUBLIC HEARING: ORDINANCE 2026-12 BURN BAN

Commr. Campione recalled that the Board had discussed changing this language so that they could be more flexible.

Ms. Marsh placed the proposed ordinance on the floor for reading by title only as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING SECTION 10.5-75, LAKE COUNTY CODE, ENTITLED BURN BAN; REVISING THE REQUIREMENTS FOR IMPOSITION OF A BURN BAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

The Chairman opened the public hearing.

There being no one who wished to address the Board regarding this matter, the Chairman closed the public hearing.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved Ordinance 2026-12 amending Section 10.5-75, Lake County Code, entitled Burn Ban.

REGULAR AGENDA

ORDINANCE REGARDING RELIEF CONCERNING DECLARED EMERGENCY UNDER CHAPTER 2015-190, LAWS OF FLORIDA

Commr. Parks opined that they were all aware of the erosion of home rule, as well as preemption, in the last couple of years, including the previous year with Senate Bill (SB) 180. He mentioned concerns about using the emergency justifications, hurricanes, and various reasons to limit the County's ability to move forward with good land use planning and everyday business. He relayed that the City of Winter Garden had enacted an ordinance which would basically require someone to come in and say that an undue burden was being placed on them in accordance with SB 180, and that they would have to justify this in front of the Board.

Commr. Campione relayed her understanding that one would have to review this early on, as opposed to the Board not knowing what one perceived.

Commr. Parks opined that the intent was that the Board would never hear about it, and that the Board would know about it upfront with this ordinance.

Ms. Marsh clarified that this would set up a process where someone could bring this to the County before they went to court and tried to declare an ordinance invalid, in which case the County would be able to make individual exceptions. She added that one would have to show that

their property was damaged by one of the listed hurricanes, and that they would have to provide third party evidence of this.

On a motion by Commr. Parks, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved to advertise this item for a public hearing at the next available meeting.

INTERLOCAL AGREEMENT WITH MOUNT DORA REGARDING NORTHEAST CRA EXPANSION

Ms. Marsh recalled that the County had litigation pending with the City of Mount Dora over the expansion of the Community Redevelopment Area (CRA), and that the Board had previously approved two alternate proposals to send to the City to try to resolve the litigation. She said that the first proposal had been a 60/40 split where the City would take certain specified roads, and that the second alternative was a 55/45 split where the County would agree to use its 45 percent toward transportation improvements in and around the CRA. She stated that this had gone to the City Council for consideration, and that they accepted the 55/45 split and made one change to the language to specifically name Limit Avenue and Pine Avenue for consideration of future improvements by the County, though there was no defined deadline, list of roads, or anything else that the County would have to spend this funding on. She recommended that the Board approve this, noting that it would resolve the litigation.

Commr. Campione recalled that the Board had several joint meetings with the City Council, and opined that the focus was on how they could use this as an opportunity to put this funding toward road improvements. She said that she wanted to be clear that the additional language for Limit Avenue and Pine Avenue did not bind them to address those particular roads as opposed to other roads in that area.

Ms. Marsh confirmed this, and clarified that the 55/45 split was for the expansion area incremental revenues; however, the City would also be giving the County back 100 percent of their emergency medical services (EMS) revenues, which were paid for the entire CRA.

Commr. Campione opined that this was a good reason to be supportive, noting that the County would be able to receive additional EMS revenues to go toward ambulance service.

Commr. Smith expressed opposition to this, opining that it was not a CRA item to begin with.

Commr. Campione opined that the County's concern was that a judge would say that it was a legislative determination and therefore would have sided with the City; furthermore, she opined that the Board had to do this.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried by a vote of 4-1, the Board approved the Interlocal Agreement with the City of Mount Dora Regarding Tax Increment Revenues for the Mount Dora Northeast CRA Expansion.

Commr. Smith voted no.

CONCURRENCE WITH FDOH ADMINISTRATOR APPOINTMENT

Mr. Tommy Carpenter, Assistant County Manager, said that Mr. Aaron Kissler, former Florida Department of Health (FDOH) Administrator, had left in the previous year and became

Polk County's administrator; therefore, in the interim period, Dr. Johnson, from Seminole County, had helped in Lake County until the appointment of a new administrator.

Mr. Mark Lander, Deputy Secretary for FDOH County Health Systems, introduced Mr. Randolph Augustin as the candidate for the next health officer for the Lake County Health Department. He thanked Dr. Johnson for assisting, and he relayed that Mr. Augustin had been through an extensive interview process at the local and State levels. He mentioned Mr. Augustin's ability for partnership building and community building, opining that this would be a benefit for Lake County and the State.

Mr. Augustin stated that he looked forward to this opportunity, and that he spent the last 23 years at the Federal level doing similar work internationally and globally. He relayed that he looked forward to learning about the opportunities to apply the lessons learned.

Commr. Campione welcomed Mr. Augustin, and asked if it could be ensured that he and the Board would have each other's phone numbers. She also opined that it was great that Seminole and Marion Counties were represented at the current meeting because there could be many opportunities for having discussions. She mentioned how integral this was to the community, and that although they were a State agency, it was important that they had open communication and that the County felt that they could reach out to FDOH when there were issues which needed to be addressed, as well as FDOH reaching out to the County and looking for opportunities where the County could help them provide information to the public.

Mr. Augustin related that they looked forward to having an opportunity to meet the Board members individually to understand the priorities, needs and opportunities to support their shared objectives.

Commr. Smith encouraged him to contact the Board members if he wanted to know about anything specific within their districts.

On a motion by Commr. Morris, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board concurred with the appointment of Mr. Randolph Augustin as the Administrator of the Florida Department of Health in Lake County.

ORDINANCE REGARDING CERTIFIED RECOVERY RESIDENCES

Mr. Mike Fitzgerald, Director for the Office of Planning and Zoning, read the title of the proposed ordinance for advertisement only as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; CREATING SECTION 3.03.00, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, TO BE ENTITLED, CERTIFIED RECOVERY RESIDENCES; AMENDING SECTION 3.01.03, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, TO INCLUDE CERTIFIED RECOVERY RESIDENCES AS A PERMITTED USE IN SPECIFIED ZONING DISTRICTS; AMENDING CHAPTER II, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, ENTITLED DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Fitzgerald added that this ordinance would also establish a procedure for staff to follow if someone applied for a reasonable accommodation if they needed a certified recovery residence to be located in a zoning district which it was not permitted in. He stated that they were proposing

to add a definition of "Certified Recovery Residences" to the code pursuant to State mandate, and in accordance with Florida Statutes, along with proposing that "Certified Recovery Residences" would be located in Community Commercial (C-2), Employment Center (C-3) and Planned Commercial (CP) zoning districts; furthermore, this would also include a process for staff to follow for reasonable accommodation if someone needed that certified recovery residence due to a verified disability, and for that certified recovery residence to be located in an alternative zoning district, as well as the timing that staff would follow for this.

Commr. Smith asked that for Americans with Disabilities Act (ADA) compliance, if one built a ramp and proved that they needed it, and then that resident left, would they have to remove the ramp.

Mr. Fitzgerald did not think that they would make anyone remove anything from their residence, and that a new owner would have the right to remove it on their private property.

Ms. Marsh stated that there was a provision in the proposed ordinance which said that it would be the responsibility of the property owner to remove or correct any nonconforming standard authorized by a grant of a reasonable accommodation once the need ended. She elaborated that if it was nonconforming, the County would ask them to make their property confirming; therefore, the ramp could stay if it was built to code.

Commr. Campione asked if the three districts were the only place where this was permitted.

Mr. Fitzgerald displayed the zoning districts where the County was saying it was an outright permitted use, and said that if one had need of a reasonable accommodation, they would apply for this and propose that it be in a different zoning district.

Commr. Campione relayed her understanding that in other zoning districts, it would be a conditional use and discretionary.

Mr. Fitzgerald confirmed that it would be staff's discretion and that there would be no requirement for an additional public hearing.

Ms. Marsh added that this would be a situation where if they were in Estate Residential (R-2) zoning and wanted to have a certified residence with someone there who left, then they would be nonconforming and have to cease that use. She mentioned that the other option was that the Board could add to the matrix that it would be a conditional use in any other district, in which case it would have to come back to the Board.

Commr. Campione indicated her understanding that without having the conditional use, staff would be making that decision.

Ms. Marsh confirmed that this was correct under the statutory provision.

Commr. Campione asked if this was because they were required to do it this way.

Ms. Marsh clarified that the County was required to establish a process in which one could request accommodations. She said that she had looked at a couple of jurisdictions, of which some showed certified recovery residences as being allowed in residential zonings, and some did not. She opined that the County was keeping it consistent with how they did assisted living, noting that they tried to match some of their other conditional uses.

Mr. Fitzgerald relayed that staff had also looked at dormitory use.

Commr. Campine said that she was reluctant to put this on staff.

Ms. Marsh commented that when she had checked the State registry, there was only one certified recovery residence in Lake County; furthermore, she did not suspect that they were going to see an influx of these types of uses.

Commr. Campione relayed her understanding that the County was ensuring that there were three locations where one could always have these in C-2, C-3 and CP, which she assumed would be Planned Commercial indicating that one could have this use.

Mr. Fitzgerald confirmed this.

Commr. Campione related that for the others, if it came in only under staff, then this meant that if one wanted to put this in a home in a typical neighborhood, it sounded like it would just come through a staff review. She asked what criteria they would use.

Mr. Fitzgerald replied that the criteria was outlined in the ordinance.

Commr. Campione indicated her understanding that they would essentially be bound to approve it.

Mr. Fitzgerald commented that under Section 3.03.02, regarding the reasonable accommodation application, this ordinance outlined the timing and the standards for review; additionally, staff would have to evaluate the application and the authenticity of the need, and staff would decide whether to approve the application for a reasonable accommodation within the required time period.

Ms. Marsh added that staff had the ability to deny it, though they had to state with specificity why they were denying it; furthermore, the ordinance allowed for an appeal process which would go to the Board of Adjustment, though this could be changed to the BCC, or they could do something different with the zoning matrix.

Commr. Parks asked if there was a threshold for the number of people, opining that staff could possibly address this if it was small.

Mr. Fitzgerald did not think that there was a threshold for the number of people. He said that a group residential home had six or less residents, and that this was a permitted use as a residential use; however, he relayed his understanding that the subject item was different. He indicated that he was not seeing a limit on the number of individuals.

Ms. Marsh stated that under the definition of "Certified Recovery Residence," it was a residence that held a valid certificate of compliance and was actively managed by a certified recovery residence administrator. She relayed her understanding that there were four levels including the following: level one included individuals who completed treatment with a minimum of nine months of sobriety; level two encompassed traditional perspectives of sober living homes; level three included higher supervision by staff; and level four had to be provided by a licensed service provider. She also did not recall there being a limitation on the number of people in the statute.

Commr. Campione was unsure if the State had eliminated the ability for the County to decide whether they felt it was negatively impactful on surrounding property owners.

Mr. Fitzgerald read the following from the ordinance: "A request for a reasonable accommodation shall be considered as part of an application for site plan approval, if applicable, and no other meetings shall be required to consider the reasonable accommodation." He relayed that per the State mandate, it was a staff level consideration.

Ms. Marsh asked to let staff contact the State and see if they had any guidance on this, noting that staff could bring this item back and provide additional information to the Board.

Commr. Campione opined that it would be ideal if they could leave it as permitted in C-2, C-3 and CP, and not allow it other zoning districts. She opined that it came down to the operator of the facility, and that this was where they encountered issues where one would preferably want their local County Commission or City Council to be considering the surrounding area; opining that this was where the usurpation of home rule decisions was causing an issue. She said that they could approve to advertise this item and come back between the current time and the next meeting with any guidance staff received from the State. She expressed support for complying, but opined that they should not go further than they had to; otherwise, she opined that they were setting up existing residents for conflicts, and that it was unfair regarding what it could do to their neighborhoods.

Ms. Marsh recommended to hold off on approval to advertise because depending on what answers staff received from the State, they may make changes to this document, noting that staff typically did not like to do this after approval to advertise.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Deputy EMS Chief John Simpson, with the Office of Fire Rescue, said that the State of Florida was a certificate of public convenience and necessity (COPCN) state, and that the provision of ambulance service and advanced life support (ALS) was highly regulated. He commented that Chapter 401, Florida Statutes, put the sole control within the BCC to award a COPCN required to achieve an ALS license and a transport license of any kind. He relayed that Section 11-19, Lake County Code, provided the process for COPCN application and renewal, and that it also required that they advertise and hold a public hearing before the BCC. He commented that the Lake County BCC held the only unrestricted COPCN, and that it was under this COPCN that they provided countywide ambulance service; furthermore, they also provided ALS first response services within the county, and all of their municipal partners who provided ALS functioned under the County's COPCN and ALS license. He related that it was required to do BLS transport and first response, along with ALS transport and first response, and that the County code required that they renew this every two years. He said that the current COPCN would expire on June 18, 2026, and that their current ALS license would expire on June 22, 2026; additionally, renewal of the COPCN was required to continue providing ambulance and first response service across the county. He stated that they would need to renew their ALS license with the State, and that they would have to submit a new COPCN showing that they were authorized to provide services within the County. He provided the following summary information: Florida was a COPCN State; the Lake County BCC held the only unrestricted COPCN and ALS license in the county, with all of their partners acting under their guidance and their COPCN license; and renewal of the COPCN was required to

continue providing services. He read the requested action for approval to advertise a public hearing on April 28, 2026 to renew the Lake County BCC COPCN.

On a motion by Commr. Smith, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved to advertise a public hearing for the renewal of the Certificate of Public Convenience and Necessity for the Lake County Board of Commissioners, Office of Fire Rescue.

WILDFIRE THREAT UPDATE

Deputy Chief of Administration Chris Sievert, with the Office of Fire Rescue, relayed that the displayed list identified four minor incidents since the last update to the Board, and that a couple of the incidents were from items such as a car fire or powerline which happened throughout the year. He mentioned a plume of smoke on the previous day, which was from a 13-acre burn in the Rock Springs area, more on the Orange County side; additionally, there was also a 330-acre burn in that direction, noting that these were conducted through the Florida Department of Environmental Protection (FDEP). He recalled that in the past weekend and the previous week, the Florida Forest Service did a 200-acre controlled burn in the Paisley area. He said that their current drought index was at 443, and he showed a map of the area, noting that this was average. He related that the State was predicting below average rainfall in the foreseeable future, and that they predicted going back to the burn ban in early April 2026 if nothing else changed.

Commr. Campione inquired if FDEP did the controlled burn in conjunction with others.

Deputy Chief Sievert clarified that FDEP had their own forest rangers who tried to manage the forest area around the parks.

APPOINTMENTS TO THE ELDER AFFAIRS COORDINATING COUNCIL

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved to reappoint the following members to the Elder Affairs Coordinating Council, and applicable waiver, as follows: Mr. Hugh Gravitt for District 1, Seat 1, with a term ending January 31, 2028; Ms. Janelle Carbone-Rodriguez for District 3, Seat 2, with a term ending January 31, 2028; Ms. Kathy Haviland for District 5, Seat 1, with a term ending January 31, 2028; and Ms. Dell Richards for District 5, Seat 2, with a term ending January 31, 2028.

APPOINTMENT TO THE LAKE-SUMTER MPO COMMUNITY ADVISORY COMMITTEE

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved to appoint Mr. Mario Nappa to the Lake-Sumter Metropolitan Planning Organization (MPO) Community Advisory Committee.

APPOINTMENT TO THE BOARD OF BUILDING EXAMINERS

Commr. Sabatini said that he had spoken to Mr. Randy Bumbalough on the phone, opining that this was likely the most powerful of the boards in terms of the extent of what it could do, noting that they were basically independent. He said that he wanted to ensure that the applicants for this board appeared before the BCC; furthermore, Mr. Bumbalough was in attendance, and he

opined that Mr. Bumbalough was great for the job and understood the important role of the board, along with the discretion that they could exercise.

Commr. Campione expressed appreciation for Mr. Bumbalough's willingness to serve in this capacity, noting that it was a serious board. She added that the livelihood of those who were brought before the Board of Building Examiners often rested in the balance, depending on the outcome of those hearings, as well as the consumers who had been impacted by individuals being brought before that board.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved to appoint Mr. Randy Bumbalough to the Board of Building Examiners to fill the vacant position of Architect for a term beginning on March 5, 2026 and expiring on January 14, 2030.

COMMISSIONERS REPORTS

COMMISSIONER SABATINI – DISTRICT 1

LEGISLATIVE SESSION

Commr. Sabatini mentioned that the legislative session was over, but that most of the important legislation could potentially resurface in the special session after Easter. He asked the Board to focus on what was occurring.

EAST LAKE HERITAGE FESTIVAL

Commr. Sabatini relayed that he attended the East Lake Heritage Festival and opined that it was a great event. He encouraged everyone to attend.

COMMISSIONER PARKS – VICE CHAIRMAN AND DISTRICT 2

CLERMONT CITY COUNCIL MEETING

Commr. Parks opined that Commissioner Campione did a great job at the March 10, 2026 Clermont City Council meeting, following an October 2025 meeting that the BCC had with the City of Clermont regarding EMS; furthermore, he also opined that staff did a great job. He then indicated that there were some comments at the end of the meeting regarding Wellness Way, if Lake County and Counties in general should do any urban planning, and if Wellness Way should be conducted and planned out within the City of Clermont or if it should be a city itself. He pointed out that this was contrary to the Florida Constitution, indicating that Article 8, Section 1(a) gave a broad use of land uses and empowered Counties to plan following the Growth Management Act. He said that it encouraged the County to plan rural, suburban and urban land uses, and he mentioned Neocity as an example of a regional project planned by Osceola County. He said that 40 or 45 percent of Wellness Way was in the City of Clermont, but that this did not necessarily mean that it was a City of Clermont item only, which was why the County and City were involved. He opined that the City and County viewed it as a regional aspect and knew that piecemeal growth would not be good. He added that there was a reduction in potential land development regarding residential units put in place, and that the water resources were also contemplated with the South Lake Regional Water Initiative being formed. He commented that the Wellness Way development being seen was mostly in the City of Clermont, and that those developments had not been approved in accordance with Wellness Way; furthermore, County staff was looking at proposals and holding

them to the Wellness Way standards, noting that this was a form based code. He opined that exceptions had been made on the City of Clermont side years prior, and that the uncertainty was not being created by the BCC, noting that the County had approved branding and that their communications were strong on this. He clarified that he valued the partnership, and opined that Wellness Way would work with the City of Clermont and the County working together on it, opining that this was certainty.

Commr. Sabatini asked if the City was trying to de-annex.

Commr. Parks clarified that there were just some comments made, noting that a presentation had been made previously at the Clermont City Council in January 2026 where much of this was reviewed. He stated that he could give a historical perspective of Wellness Way to whoever asked about it, and he encouraged the other Commissioners to lean on staff if they received questions about it.

Commr. Campione opined that one could make a comment that it was more of an urbanized area and should be under City control, though the statutes never contemplated that those scenarios would only be in a municipality versus a county. She recalled that Wellness Way had always been planned to be a collaboration without turning into a large municipality, and that it was well defined where City utilities ended and where the private utilities picked up. She opined that from an economic development standpoint, some companies and corporations would likely prefer to have the tax rate of an unincorporated area, and that there were economic reasons why this could work well. She said that considering how much land was allocated for economic development purposes, this had the ability of being attractive for companies who would be looking at Lake County. She opined that when Commissioner Parks heard a comment like this, he could reach out directly to that person and try to have a conversation with them.

Commr. Parks indicated that he could keep doing this as long as he had to.

Commr. Campione then thanked Commissioner Parks for his compliments on her presentation, and opined that the key takeaway was that the ambulance system being countywide was what made it so efficient and such a positive asset to the entire county, as well as the City of Clermont. She added that if they could get the cooperation on being able to house the units internal to the city limits, then this could go a long way toward improving response times inside the city limits. She also indicated that the County had provided additional units, opining that the service had been enhanced significantly since November 2025 and that it was on target as far as what they had been seeing for two years prior. She stated that obstacles they encountered at that time regarded recruitment and availability of ambulances and staffing, and that they were making significant progress which benefited the entire county.

COMMISSIONER SMITH – DISTRICT 3

EMERGENCY MEDICAL SERVICES

Commr. Smith opined that Mr. Carpenter had done a great job with EMS and increasing their recruitment levels. He also mentioned their one of a kind in-house paramedic program.

TAVARES CITY COUNCIL MEETING

Commr. Smith stated that he attended a Tavares City Council meeting, and opined that everything was running smoothly there. He added that a representative of Powerhouse Youth Project would give a presentation to the City in April 2026, and opined that it would be good to have them come to the BCC to present what they were doing for high school students.

WOLF BRANCH INNOVATION DISTRICT LOGO

Commr. Smith recalled that he did not understand the proposed oak tree logo for the Wolf Branch Innovation District (WBID), and he showed a potential logo that he created, opining that it showed off Lake County.

Commr. Campione asked if he saw the re-rendition of the oak tree, opining that the new oak tree was much better. She also relayed her understanding that certain age groups liked more simplistic branding images; however, they could take Commissioner Smith's logo under consideration.

Commr. Sabatini opined that it was a good design, though said that he wanted the most simplistic one.

COMMISSIONER CAMPIONE – CHAIRMAN AND DISTRICT 4

EAST LAKE HERITAGE FESTIVAL

Commr. Campione related that on the previous Saturday and Sunday, the East Lake Historical Society partnered with the Wekiva Wilderness Trust to host the heritage festival at Rock Springs Run Reserve. She opined that they did a great job, and said that she learned much about the lost town of Ethel. She added that individuals were going to try to replicate the town, and opined that it became challenging to do these types of projects because the buildings were occupied and they wanted to use it as a museum; therefore, she hoped that the County could possibly come up with a different designation for when one did a replicated village to not have the full site plan requirements, noting that it was not really a village. She remarked that she was proud of the East Lake Historical Society and all of the people and vendors, and added that many County departments also attended.

HISTORICAL EVENTS

Commr. Campione said that there would be several historical events occurring in the current week, and that the Friends of Golden Triangle History would be presenting a National Medal of Honor celebration as part of the America 250 celebration. She added that there would be some events occurring at McTureous Memorial Park in Altoona, and that the historic home would be open for tours on March 28, 2026.

VISIT TO VFW POST IN ASTOR

Commr. Campione commented that she recently visited the Veterans of Foreign Wars (VFW) post in Astor, and that she took much information provided by the County's veterans services division. She opined that Ms. Maria AbdoulKarim, Director for the Office of Housing and Community Services, was doing a great job, and pointed out that they had three veterans service officers. She relayed that they were doing more outreach and had some great events coming up, including an event in May 2026 at the Eustis Community Center where veterans could

attend and obtain much information. She relayed her understanding that staff was servicing 55 to 60 veterans per week, and that they were only one week out with their appointments. She thanked everyone who was working to make this happen, as well as Seminole County for helping Lake County during a gap period, noting that one had to be certified in veterans services.

NOISE ORDINANCE

Commr. Campione mentioned that individuals were starting to visit Silver Glen Run, and that she had received some reports that the noise ordinance was working when the marine patrol was there. She clarified that they had not been able to place signs yet, though they were informing people. She related that they were waiting on other agencies with regard to signage, and that staff was working on cards that the marine patrol could provide to boaters so that they understood the rules; additionally, the same thing would happen at the Lake Dora Sandbar. She opined that the County had to do whatever they could to help support the marine patrol so that they could continue to be in those locations, especially on the weekends.

COMMISSIONER SMITH – DISTRICT 3

NATIONAL AGRICULTURE DAY AND NATIONAL CHOCOLATE COVERED RAISIN DAY

Commr. Smith said that it was National Agriculture Day and National Chocolate Covered Raisin Day.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 11:04 a.m.

_____

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____

GARY J COONEY, CLERK

A SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS
MARCH 25, 2026

The Lake County Board of County Commissioners met in a special Lake County Historical Museum funding workshop on Wednesday, March 25, 2026, at 1:00 p.m. at the Lake County Historical Museum, Tavares, Florida. Commissioners present at the meeting were: Leslie Campione, Chairman; Sean Parks, Vice Chairman; Anthony Sabatini; Kirby Smith; and Timothy Morris. Others present were: Jennifer Barker, County Manager; Melanie Marsh, County Attorney; Misty Spahn, Executive Office Manager, County Manager's Office; Kristy Mullane, Chief Financial Officer; and Josh Pearson, Deputy Clerk.

INVOCATION AND PLEDGE

Commr. Campione welcomed everyone to the meeting.

Mr. Arthur Becton, with the Lake County Historical Society, gave the Invocation and led the Pledge of Allegiance.

Commr. Parks recalled that he had asked about this at a Board of County Commissioners (BCC) meeting, and he opined that the BCC and everyone were equally devoted to history, as well as being concerned about how fast they were growing and possibly losing their identity. He said that the Board wanted to hear from Mr. Ray Powers, with the Lake County Historical Society, regarding where they could go in the future.

LAKE COUNTY HISTORICAL SOCIETY'S ANNUAL REPORT

Mr. Powers recognized the Lake County Historical Museum Board members in attendance. He explained that the Lake County Historical Society and Museum was a nonprofit organization, and that their focus was on preserving Lake County history. He relayed that the Historical Society was established in 1954 and that they were later able to reestablish the museum. He stated that it was located on the first floor of the Lake County Historic Courthouse, which was a landmark building in the City of Tavares, and that it just turned 102 years old.

Ms. Cari Christian, Assistant County Manager, recalled that the County had entered into an agreement with the Historical Museum in September 2021, and that under this agreement the County provided space and maintained the building; additionally, the Museum was responsible for managing the day to day operations.

Mr. Powers displayed images of the museum which included the following: the courthouse after the renovations; the gallery part of the atrium; a model galleon donated by Commissioner Smith; their agricultural gallery; the only other marble statue of Dr. Mary Bethune-Cookman in the country, noting that it was made from the same marble slab as the statue in Statuary Hall in Washington D.C.; and their military gallery. He said that they had many events there and displayed pictures of them, noting that they focused on children as much as they could. He specified that schools brought schoolchildren there, that they worked with homeschoolers, and that they also had visitors from assisted living facilities. He remarked that teen court came there and had a ceremony for victims of 9/11, and that the Historical Society had visited with the Lake County School Board, noting that the School Board would like to have a Liberty Tree at each school in the county. He said that Cherry Lake Tree Farm had donated trees, and that there were also marriage ceremonies

at the museum. He described a Liberty Tree ceremony at Seminole Springs Elementary School, and he displayed a video of this. He also stated that they were continuing to promote youth in the museum, and he showed a video that Ms. Kaitlyn Jones, a real estate broker, had produced for them regarding an event on May 2, 2026 which was focusing on kids.

Ms. Jones said that her team was passionate about the work that the Historical Society was doing to preserve their history, and that they were excited to help plan and promote the upcoming event.

HISTORICAL SOCIETY AND MUSEUM'S FIVE-YEAR STRATEGIC PLAN

Mr. Powers displayed a synopsis of how the Historical Society saw the future, and he recalled that Commissioner Smith had previously opined that they needed more space. He mentioned the following: they would like to expand the gallery space and exhibits; digitize documents and photographs; conservation and preservation of historical collection; expand to the second floor of the Historic Courthouse and have a replica of the historic courtroom to be used for Teen Court, veterans court, and high school civic lessons; increase visibility and tourist attraction; develop and have rotating and permanent displays; and design and create new exhibits. He commented that for community engagement, they wanted to partner with other historical societies and preserve regional history, have a partnership to secure corporate sponsors, and help encourage history clubs in schools throughout the county. He added that they also wanted to increase staff and operation hours, noting that their current hours were 10:00 a.m. to 3:00 p.m., Tuesday through Friday. He clarified that they had the museum open at other hours, though it was challenging to keep it consistent; furthermore, he would like to see it open five days per week and at least half a day on Saturday.

Ms. Christian displayed a chart with the funding which the County had provided over the last five years, pointing out an increase in fiscal year (FY) 2024 over FY 2023 which was reflective of funding some enhancements and office staff support. She remarked that in FY 2025 the County contributed funding toward the Seminole Girl statue which would be in the Town of Montverde library, and that the Historical Society was awarded $25,000 in the current year.

DISCUSSION

Commr. Parks asked if this was out of the General Fund, and Ms. Christian confirmed this. Commissioner Parks then inquired if expenditures could also come out of Tourist Development Taxes (TDT).

Ms. Christian replied that staff had reviewed this, but that they had to demonstrate that the purpose of the museum was to attract tourists. She mentioned that TDT could fund marketing programs or exhibits, and that this was something that staff could explore and bring back to the Board.

Commr. Parks relayed his understanding that other Counties were using TDT for museums, and said that he would like to explore this more to use less General Fund.

Commr. Campione indicated her understanding that TDT funds were used for marketing or capital, and that it could not be for operating expenses.

Ms. Melanie Marsh, County Attorney, clarified that it could be for operating expenses, though they would have to make a finding that the primary purpose was to bring in tourists. She relayed her understanding that they did not currently have the numbers to justify it as a tourist destination; additionally, while tourists came there, they were not coming there specifically and in significant numbers. She added that it would ultimately be the Board's decision to make if they found that it was an event venue which primarily brought tourists there, noting that then they could fund some part of the operation.

Commr. Campione wondered if they could possibly focus their marketing and hours of operation on becoming a tourist destination, recalling that Saturday hours were mentioned. She opined that they would want to have the museum open on Saturday, and that their marketing could be geared toward their Visit Lake-type marketing where while one was in Lake County, they could also learn about its rich history; furthermore, there could be ads, marketing and events that were connected to publications or social media which reached people outside the county. She opined that residents thought that benefits included hours, activities and exhibits, though they were also able to use TDT funding to do more.

Mr. Powers mentioned that they tried to get student volunteers, and that there was not consistency regarding being open on Saturday. He opined that if they opened the doors, then they needed to be open each Saturday. He also opined that they needed a way to ensure that there was someone there.

Commr. Smith remarked that they were looking for corporate sponsors, opining that this was a significant help. He relayed his understanding that to help them with TDT funding, they needed some type of a counter for visitors on those days to quantify the reasoning behind this.

Mr. Powers indicated his understanding that there were over 1,500 visitors in the previous year, and relayed that they had a sign-in sheet.

Commr. Smith opined that not everyone signed in, and that they would need something to show the amount of people coming in, especially during weekends.

Mr. Powers mentioned that the Lake County Sheriff's Office (LCSO) was also in the building, and that the museum was almost like the concierge for the County as they directed people to the buildings there; furthermore, they encouraged people to check out the museum.

Commr. Parks wondered that if the Board made a commitment for $25,000 per year, could the Board say that they found that this was useful for promoting travel and tourism.

Mr. Powers clarified that they would have more detail later in the year

Commr. Campione questioned what it would cost to have the museum open at least every day of the week for certain hours. She said that the Historical Society could include numbers like this, and she then asked about the storage capacity being able to handle all of the materials which people brought in.

Mr. Powers opened that they did not want to tell someone "no," and that on the fifth floor they had a climate controlled room where they tried to keep things that needed to be protected. He added that they had access to part of the storage facility on County Road (CR) 473, though he

opined that there were items there that should not be there. He commented that they had been relocating items to the museum, and that they tried to accommodate donations as best they could.

Commr. Campione asked if their detailed budget submittal would include items related to storage, being able to process documents, digitizing, etc. She pointed out that the museum was in a County building and that the County had an interest that it was a professionally run and accessible museum; therefore, it was somewhat of a hybrid situation, and she wanted to ensure that the Historical Society was including the items that the County would be interested in seeing to ensure that they were meeting that level of professionalism.

Mr. Powers said that they were doing research on how to preserve and digitize, along with everything which would pertain to a professional operating museum.

Commr. Campione stated that there were people in the audience who represented some of the different groups around the county that did historical preservation with events, etc. She wondered about the extent to which they could use the Lake County Historical Museum as a home base to let people know about other opportunities, and if together they could possibly create a historical day trip to places around the county.

Mr. Powers stated that they would like to all be on the same page, noting that many historical societies were great but worked independently; furthermore, the Lake County Historical Society would like to have a hub to be able to help the other historical societies market what they did.

Commr. Smith relayed that Vice Mayor Bob Grenier, with the City of Tavares, was proficient at getting things done and may be able to assist in showing them how to digitize items, and that there may also be companies who could possibly do this in kind, along with preserving artifacts through climate controlled facilities. He elaborated that they could show those in kind donations coming from the public or the private sector, which could help in the decisions that the Board was making.

Mr. Powers relayed that they worked closely with Vice Mayor Grenier.

Vice Mayor Grenier indicated that they reached out to him on a regular basis to ask for his opinion, noting that he had spent 17 years there. He also opined that it was challenging to get people to the west side of the Main Street government campus.

Commr. Parks inquired if Vice Mayor Grenier thought that the Cities could participate in helping with this, along with the County.

Vice Mayor Grenier stated that there was a Central Florida Museum Sharing Symposium which involved museum and historical society representatives from 10 different counties, noting that this was what they discussed. He opined that they were moving in the right direction, and that if they could get the Lake County Historical Museum and the Commissioners involved in this, then he saw a great future.

Mr. Powers indicated that he and Ms. Jones could possibly find a way to get local businesses to cooperate with the Historical Society and encourage people to visit the museum.

Commr. Parks asked if it would be appropriate for the County to direct people to a forum which would encourage corporate investment, and how this could be done.

Mr. Powers said that other organizations did a similar thing, such as chambers of commerce and the Boy Scouts of America, noting that they could possibly follow this.

Commr. Parks opined that the difference was that this was something that the County opined was a benefit to the residents of Lake County.

Ms. Marsh stated that staff could review this and see what type of program they could set up, possibly through the Office of Tourism, and that she would not suggest that Commissioners actively solicit.

Commr. Smith inquired if she saw anything wrong with individual Commissioners contacting a company and asking if they would be interested in this, opining that this could be a great deal for the citizens of Lake County.

Ms. Marsh requested to let staff look into possibly creating a program and marketing it, noting that an individual Commissioner going to solicit would be more of an issue.

Mr. Powers recalled that there had been corporate sponsors previously.

Commr. Campione mentioned that there were groups which were friends of libraries, and that there could possibly be a friends subgroup to the Historical Society. She added that as residents of Lake County, they possibly could help direct individuals to that organization. She said that the County could research this and let the Commissioners know what they could do to stay within the parameters of what was allowed.

Commr. Sabatini indicated that he was a believer in "build it, and they will come." He opined that their events needed to be regular with refreshments and university speakers, along with being frequent. He pointed out that there were four major research universities within 90 minutes, and opined that most people would do a sponsorship if they saw frequent and regularly occurring events. He also opined that there needed to be a radical emphasis on online activity, and that everything needed to be streamed on social media platforms. He opined that they should not be afraid to do social events, and that many places would donate food and wine as part of their sponsorship package.

Commr. Campione opined that it was about promoting through the platforms that people of all ages used currently, and that the Historical Society could increase this to implement some of these ideas.

Ms. Jones relayed that they were currently on Instagram, and that that her team had about 70,000 followers, noting that they produced their online video to collaborate and share the cost of their platforms. She said that the Lake County Historical Society had around 49,000 followers on Instagram, and that social media took much effort and funding. She opined that it could take off if they could acquire funding for social media management, noting that they had a venue.

Commr. Campione opined that the museum was a great venue, and that they could possibly receive some extra visitors in the evening when it was lit up.

Commr. Sabatini opined that the museum was the concierge for the County and was where people came before they knew how to get to another office; therefore, he would support any kind of funding mechanism to get someone who was professional and thoughtful to act as a concierge. He also requested that when they hired someone to act as an operations manager or volunteer, to

ensure that they were social media savvy. He added that people could have their picture taken with an exhibit and that it could be posted on the official page, opining that people liked this.

Commr. Campione said that if it was acting as a concierge for people coming to the complex, that person could potentially be someone who worked for the County; additionally, they would be able to have the museum open while they were acting in that capacity.

Commr. Morris recalled that he had asked Mr. Powers to put a budget together, and he opined that it was important to keep the museum open and put it on the map. He said that he looked forward to Mr. Powers bringing something to the Board which was palatable and that the residents would appreciate.

Mr. Powers stated that they were working on this, and he mentioned County participation at an event on the previous Saturday. He related that the Historical Society was looking for people for their May 2, 2026 event, noting that any County groups could set up from 11:00 a.m. to 2:00 p.m. He added that they would be promoting the event for kids.

Commr. Campione said that staff loved those opportunities for community outreach. She remarked that they could also include the LCSO, and she opined that it had been a productive workshop. She opined that the thinking aligned with their discussion about TDT marketing, and that there could potentially be a corporate piece and a marketing piece, along with the possibility of a shared workforce.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 1:59 p.m.

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LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____

GARY J COONEY, CLERK

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/21/2026
MEETING DATE: 5/5/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42906
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Clerk's Consent Agenda

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Clerk's Consent Agenda (Items 1-2):
1. Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes and filed in the Board Support Division of the Clerk's Office.
2. Notice is hereby provided of having received the Deer Island Community Development District proposed budget for Fiscal Year 2027 in accordance with Section 190.008 (2)(b), Florida Statutes, for purposes of disclosure and information only.

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 04/21/2026
Marisol Saldana	Final Approval - 04/21/2026

ACTION TAKEN BY BOARD:

Action: New
Continued/Deferred Until:
Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 02/10/2026 **MEETING DATE:** 5/5/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 41752
BY: Michelle Wilkinson, Executive Legal Office Manager/Property Manager
SUBJECT: Partial Release of Deed of Conservation Easement Standard with Third-Party Beneficiary Rights related to an Eminent Domain Case

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a Partial Release of Deed of Conservation Easement Standard with Third-Party Beneficiary Rights related to an eminent domain case with Central Florida Expressway Authority (CFX), Case No. 2023-CA-2713; and authorization for the Chairman to execute the partial release.

The fiscal impact is $135.50 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 1.

BACKGROUND SUMMARY: Lake Louisa LLC recorded a Deed of Conservation Easement Standard with Third Party Beneficiary Rights (Easement) in Official Record Book 5410, Pages 2373-2411, as part of Ordinance 2017-61 regarding the Four Corners Sand Mine (MCUP #17-03-2), in order to retain the areas described in the Easement in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable for fish, plants, or wildlife in accordance with Section 704.06, Florida Statutes. The Florida Department of Environmental Protection (FDEP) is the holder of the Easement, and Lake County (County) was given third-party beneficiary enforcement rights.

In 2023, the Central Florida Expressway Authority (“CFX”) filed a Petition in Eminent Domain, Case No. 2023-CA-00213, and included the County as a defendant to acquire certain property needed for the CFX System's Lake/Orange Expressway State Road 516 Project, which includes installation of the County's trail (Project Nos. 516-236 and 516-237).

As part of the eminent domain litigation and to accommodate CFX’s purchase or acquisition of the needed roadway and trail project, the parties requested FDEP along with the County, since it is a third-party beneficiary, to release a portion of the Easement within the road and trail project boundaries. This partial release was approved by the Board of County Commissioners on February 25, 2025, and was recorded on March 14, 2025, in Official Record Book 6492, Pages 272-283.

CFX is now requesting FDEP along with the County to release another area of the Easement containing approximately 4.380 acres required to accommodate the County's

trail as there was a shift in the project location. FDEP has already executed the new partial release of Easement, and staff recommends approval as part of the litigation. The County shall pay any necessary recording fees.

Fiscal Impact: $137.50 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
General Fund	0010	9092001	830490		$137.50

Advertised Date: Paper:

Attachments:

1.	Map Location of Partial Release Area
2.	CFX Maps w Release Area
3.	Map showing Additional Release of Easement Area
4.	Conservation_Easements Showing Existing, Past Release and New Release_SR_516
5.	CEMEX CUP
6.	Deed of Conservation Easement_OR Bk 5410 Pg 2373
7.	Recorded_Previous Partial_Release_of_Conservation_Easement_2.25.2025 (003)
8.	Second Request-Partial Release of Deed of Conservation Easement_partially executed

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STAFF APPROVALS AND DATES:

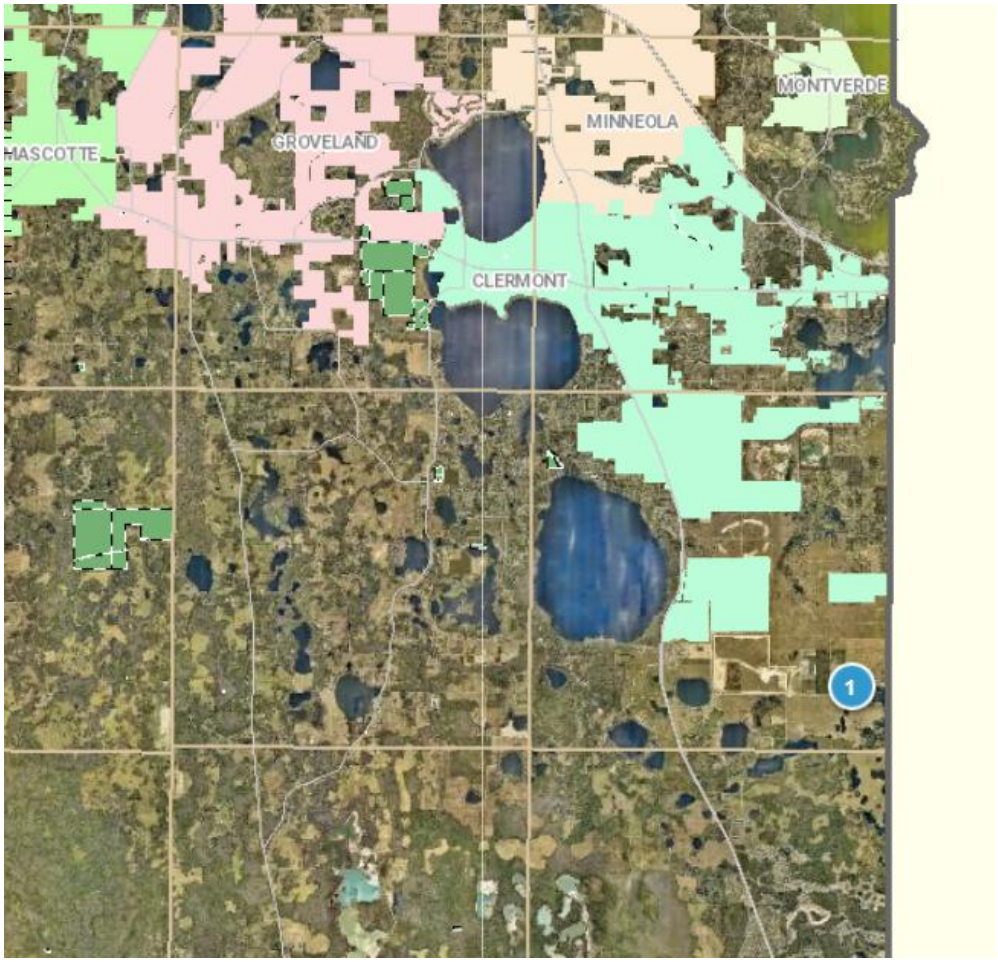
Michelle Wilkinson	Created/Initiated - 02/10/2026
Jeffrey Earhart	Approved - 02/11/2026
Angela Harrold	Approved - 02/11/2026
Michael Fitzgerald	Approved - 02/11/2026
Ron Falanga	Approved - 02/11/2026
Kandace Pourbaix	Approved - 02/17/2026
Miranda Lanoue	Approved - 02/17/2026
Michelle Wilkinson	Approved - 04/17/2026
Rachel Bartolowits	Approved - 04/20/2026
Melanie Marsh	Approved - 04/23/2026
Jennifer Barker	Approved - 04/28/2026
Marisol Saldana	Final Approval - 04/28/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Map Location of Partial Release Area




1029210
2604468
FIVE MILE RD
1070112
25
2601698
3884333
1013097
HOFIELD RD
36
1594651
1594651

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

State Road 516 (Lake/Orange Expressway)

US 27 to SR 429

- PROPOSED ROADWAY
- PROPOSED BRIDGE
- PROPOSED TRAIL BRIDGE
- PROPOSED POND
- FPC — PROPOSED FLOODPLAIN COMPENSATION
- SOD
- PROPOSED CONCRETE PAVEMENT WITH DYNAMIC IN-PAVEMENT CHARGING
- WILDLIFE TUNNEL
- PROPOSED TOLL
- PROPOSED NOISE WALL
- EXISTING R/W
- PROPOSED R/W
- PROPERTY LINE
- COUNTY LINE
- PROPOSED DRAINAGE EASEMENT

August 2024

516-238 BEGIN PROJECT

516-238 END PROJECT

516-237 BEGIN PROJECT

516-237 END PROJECT

516-236 END PROJECT

516-236 BEGIN PROJECT

Area of 2nd Release

SCHOFIELD RD.

PORTER RD.

AVALON RD.

OLD YMCA RD.

COOK RD.

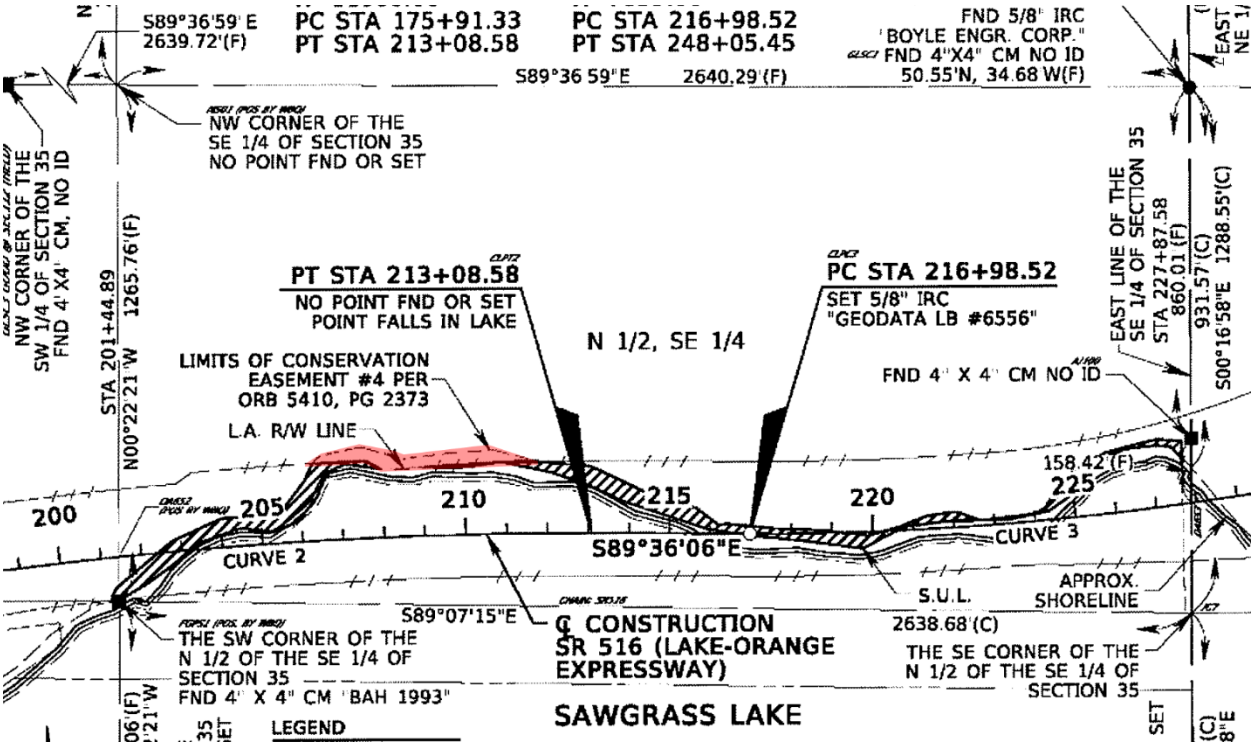
LAKE LOUISA STATE PARK

TOLL 516

TOLL 429

27

Additional Release of Easement Area



Conservation Easement #7

Conservation Easement #8

Conservation Easement #1

Conservation Easement #5

Conservation Easement #6

Conservation Easement - Remaining

Conservation Easement - To be Released

Conservation Easement - Released

Conservation Easement #4

Conservation Easement #5

Conservation Easement #6

Conservation Easement #4

SECTION	TOWNSHIP	RANGE
26,27,34,35	23	26

Prepared by: EJW Date: 02/02/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 11 x 17

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Status of Conservation Easements SR 516

ORB 5410 PG 2373

(2022 Aerial)

INSTRUMENT#: 2017126215 OR BK 5032 PG 658 PAGES: 45 11/28/2017 2:36:12 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $384.00

ORDINANCE #2017-61
Four Corners Sand Mine
MCUP #17-03-2

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

WHEREAS, James D. Mott, representing Cemex Construction Materials Florida, LLC (the "Permittee") on behalf of Lake Louisa, LLC (the "Owner"), has submitted an application for a Mining Conditional Use Permit for a sand mine for the supply of construction aggregate materials; and

WHEREAS, the subject property consists of 1,196.44+/- acres and is generally located in the Clermont area, approximately 1 mile southeast from the U.S. Highway 27/Schofield Road intersection in Sections 26, 27 & 35, Township 23 South, Range 26 East, having Alternate Key numbers 1098246, 1098254, 1594596, 1412358, 1070988, 3884451, 1412331, 1412340, and more particularly described as:

LEGAL DESCRIPTION: [EXHIBIT "A" – ATTACHED]

WHEREAS, the subject property is located within the Rural Future Land Use Category as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM) and is zoned for Agriculture (A) use; and

WHEREAS, the Permittee submitted a Mining Conditional Use Permit application for the purpose of obtaining approval of a sand mine for the supply of construction aggregate materials; and

WHEREAS, the Lake County Board of County Commissioners deems it necessary and desirable in order to protect the public health, safety, and general welfare of the citizens of Lake County in accordance with the purpose and intent of this Ordinance, to require compliance with the special conditions set forth in this Ordinance; and

WHEREAS, this Conditional Use Permit MCUP #17-03-2 was reviewed by the Planning & Zoning Board on November 1, 2017 and by the Board of County Commissioners of Lake County, Florida on November 21, 2017; and

WHEREAS, the Board of County Commissioners reviewed the application, the recommendations of the Lake County Planning & Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised; and

WHEREAS, upon review, certain terms and conditions pertaining to the development of the above described property have been duly approved; and

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that the Official Zoning Map of Lake County, Florida, be altered and amended as they pertain to the above tract of land, as specified in Exhibit "A", subject to the following terms:

Planning + Zoning



Section 1. Terms.

The County Manager or designee shall amend the Lake County Zoning Maps to reflect a Mining Conditional Use Permit (MCUP) in the Agriculture (A) Zoning District in accordance with this Permit. The uses of the property must be limited to the uses specified in this Ordinance and generally consistent with the Conceptual Plan attached as Exhibit "B". To the extent where there are conflicts between the Conceptual Plan and this Ordinance, this Ordinance will take precedence. Permission is hereby granted to Permittee to utilize such property for:

1. Sand mining operation.
2. Agricultural uses.

Accessory uses and structures, including a processing plant and an office, directly related to the above uses may be approved by the County Manager or designee. Any other use of the site will require approval of an amendment to this Ordinance by the Board of County Commissioners.

Section 2. Conditions.

A. **Operating Plan Requirement:** The sand mine will require approval by County staff of an Operating Plan prior to mining that includes the following:

1. Operating Plan.
2. Reclamation Plan.
3. Noise Study.
4. Traffic Study and Management Plan.
5. Tree Removal Permit.

B. **Development Conditions are provided in "Exhibit C".** "Exhibit C" Development Conditions shall be the controlling authority over any conflicting conditions in the General Standards listed below.

C. **General Standards:**

1. **Permits and Approvals.** All appropriate Water Management District and Florida Department of Environmental Protection permits must be obtained prior to commencement of sand mining activities on the site, and must be kept current.
2. **Agency Approvals.** All mining activities must be conducted in accordance with all applicable federal, state, regional and local laws, ordinances, rules and regulations, as amended.
3. **Consistency with Operating Plan.** All mining and other activities must be consistent with the Lake County Code, Land Development Regulations, the Lake County Comprehensive Plan and the approved Operating Plan.
4. **Best Management Practices.** All mining and operational activities must employ the applicable best management practices.
5. **Phasing.** The mining activities must be conducted in phases as described in the Operating Plan so as to expose the least amount of land surface practical at any time during the sand mine operation. No single cell in any phase may exceed more than 100 acres.
6. **Pile Height.** Temporary spoil piles or storage of materials must be limited to 40 feet in height within

200 feet of the property line or 70 feet if more than 200 feet away from the property line. No spoil or other excavated materials may be placed within the setbacks.

7. **Hours of operation.** Hours of operation are described in "Exhibit C."
8. **Air Quality**.
   a. The mining activity must be conducted so as to prevent, reduce and control the generation and off-site migration of fugitive dusts and particles. All areas in which such dusts or particles may be generated must be kept wet or controlled in another manner to reduce the potential for their Off-Site migration.
   b. The Permittee shall cease all operations which do not meet the requirements of the Air Quality section of the Land Development Regulations, as amended, and the Operating Plan, upon notification by Lake County.

D. Setbacks:

1. A minimum 100-foot setback must be established along all property lines.
2. Setbacks must be permanently marked in a manner acceptable to the County prior to the initiation of any phase of excavation and must remain in place until sand mining activities are completed.
3. All setbacks must be permanently marked in a manner that they will be clearly visible to equipment operators. Such markers must be shown on the Operating Plan and must be spaced at no more than 100 feet in areas being excavated.

E. Open Space: A minimum of 35% open space must be provided and shown prior to or in conjunction with approval of the Operating Plan.

F. Reclamation Standards:

1. Reclamation Plan - A Reclamation Plan, conforming to the Mining Reclamation Standards contained in Lake County Land Development Regulations must be filed with the Operating Plan. The Reclamation Plan must fully describe the proposed site reclamation by both illustration and documentation, including but not limited to:
   a. A plan view with cross sections, final slopes/contours, vegetative plantings, stormwater retention areas, other necessary components.
   b. All areas to be reclaimed by depicting and describing what man-made and natural features will exist when the Reclamation Plan is completed.
   c. A contour map and two (2) typical cross sections, generally oriented north to south and east to west, showing areas to be filled, backfilled, reconstructed, and reshaped.
   d. Identification of the size, type, location, and planting schedule for all vegetation to be planted or seeded in accordance with the Reclamation Plan.
2. Timing. Reclamation must commence no later than 90 days after completion of each 100-acre cell of excavation or no later than 90 days after commencement of mining activities for the next 100-acre cell, whichever is earlier. Reclamation of the area associated with any completed 100-acre cell of the mining activity must be completed no later than two (2) years after termination of mining in that 100-acre cell. At no time may more than two (2) 100 acre cells remain unreclaimed. In the event that sand mining operations cease for a period of three (3) years, reclamation must commence and be completed no later than a five (5) years after the date of cessation of operation.

3. Topography. Sloping and grading must be conducted in such a manner as to minimize soil erosion and surface water runoff and to make the land surface suitable for revegetation. The final reclamation elevation of the site must be as proposed by the Conceptual Plan to be incorporated into the Operating Plan.
4. Sand mining activities must not adversely impact the water levels or water quality of surface waters, the Floridan Aquifer, the surficial aquifer, or the wetlands beyond the boundaries of the mine.
5. Any trees, shrubs or grasses growing on this site that are listed as prohibited species in the Lake County LDRs, as amended, or are listed by other agencies as invasive non-native species, must be destroyed prior to completion of reclamation.
6. Reclamation must be completed pursuant to the approved Operating Plan.

G. Protection of Water Resources:

1. The minimum distance between the bottom of the excavated and mined area and the top of the Floridan Aquifer Confining Unit, if present, must be sufficient to protect the Florida Aquifer system and will be subject to approval by the County. The final elevation must be at even grade as specified in the approved Reclamation Plan.
2. The sand mine operation must be completely self-contained and must retain any waste materials or water generated by the sand mining process on site. The operation must not utilize any surface water from lakes or ponds that are not entirely contained on the property, except as specifically approved in the Operating Plan.
3. Discharges of water or liquid wastes into waters of the County or State are prohibited unless the County and jurisdictional agency has granted a variance or other approval to specifically allow the discharge. This will not prevent discharges into water systems that are self-contained on the mine property as approved in the Operating Plan.

H. Protection of Karst Features:

1. A hydrology study must be submitted with the Operating Plan that identifies any karst features within the property.
2. Karst features must be avoided and protected from sand mining or any development activity, and any future development of the property must comply with the requirements of the Lake County Comprehensive Plan and Land Development Regulations, as amended.
3. Karst features must be maintained in their natural function, integrity and structure.
4. Impervious development must be set back from the boundary of karst features a minimum of 100 feet. The setback must consist of a buffer that retains all natural vegetation within the setback area.

I. Archeological Artifacts: If any archeological artifacts are encountered during the sand mine operation, the sand mining activities must cease; and notification must be made to the County Manager, or designee and the Florida Department of State, Division of Historical Resources.

J. Vegetation, Landscaping, Buffering and Screening:

1. A Reclamation/Revegetation Plan must be provided consistent with the Mining Reclamation provisions specified in the LDR requirements, as amended.
2. The Permittee shall plant a vegetated screen along the east side of mining area identified in the Conceptual Plan (Exhibit "B") as Zone 2 to provide an additional buffer. If fugitive dust becomes a concern during mine operations, the Permittee upon receiving notification from the eastern property owner, or Lake County, must use the applicable best management practices to mitigate the fugitive dust.

K. Transportation:

1. All access management and road construction must be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.
2. Schofield Road must be improved to Lake County collector road standards by the developer from US 27 to the site entrance.
3. The site entrance from Schofield Road will require left and right turn lanes.
4. Florida Department of Transportation (FDOT) permits will be required for the improvements to the intersection of Schofield Road and US 27 intersection.
5. The mine traffic must be limited to access only to and from US 27. No traffic for the mine site will be allowed east towards Orange County, unless a paved road and agreement between both counties and the developer is approved.
6. The site must maintain, throughout the life of the mine, erosion control measures that will prevent any offsite tracking of soils onto county and state roadways.
7. Right-of-way dedication will be required for Schofield Road, Cook Road, and 5 Mile Road for the limits for the mine frontage along those roads.
8. The developer must acquire all necessary rights-of-way to construct Schofield Road from US 27 to the eastern boundary of the mine.

L. Financial Responsibility:

1. Before final approval of the Operating Plan and Reclamation Plan, the Permittee/Owner must file a compliance and reclamation guarantee with the County to ensure that the site is operated and reclaimed in conformance with the Lake County Code and the approved Operating and Reclamation Plans. Acceptable forms of the guarantee include cash, certificates of deposit, irrevocable letters of credit, or surety bonds. In all cases, the form of the guarantee will be subject to approval by the County Attorney.
2. The total cost of reclamation must be estimated by the Permittee and reviewed by the County. The estimated amount must be established by calculations and judgments based on acceptable industry standards and procedures. The final amount of the guarantee will be set by the Board of County Commissioners not less than one hundred and ten percent (110%) of the estimated cost of reclamation, based upon the phase that is being permitted.
3. The reclamation guarantee will not be released by the County until the final reclamation on all area subject to this approval has been approved.

4. If reclamation under the approved Reclamation Plan has not been successful after the end of two (2) years, at the option of the County, a new Reclamation Plan will be required of and carried out by the Permittee/Owner, or the reclamation guarantee will be forfeited and the site reclaimed by the County using the guarantee to fund it. Additionally, if the site has been abandoned by the Permittee, the reclamation guarantee may be declared forfeited by the Board and the site reclaimed by the County using the guarantee to fund it. The site will be considered abandoned if no sand mining activity has taken place for a period of one year, or if reclamation has not been instituted as required under this Ordinance.

M. Inspections: County staff, upon notification to the Permittee, must have access to the project site to inspect and observe permitted activities in order to determine compliance with the terms of this ordinance. This use will be inspected by the Code Enforcement Division annually to ensure compliance with the conditions of this Conditional Use Permit and the approved Operating Plan. An annual inspection fee will be assessed. If an emergency inspection is necessary during non-operating hours, a fee will also be assessed.

N. Annual Progress Report: An Annual Progress Report must be submitted by February 1st of each year consistent with the Mining provisions specified in the LDR, as amended. Failure to file the required annual progress report will be grounds for suspension of the Operating Plan. An extension of time for filing may be granted by the County upon request and for good cause shown.

Section 3. Additional conditions.

A. In the event of any breach in any of the terms or conditions of this permit or any default or failure of the Permittee or his successor to: Fulfill development in substantial accordance with the conceptual plan as submitted to the Planning & Zoning Board and the Board of County Commissioners; comply with the codes of the governmental agencies having lawful and appropriate jurisdiction; or comply with any of the terms of the Mining Conditional Use Permit; or this Mining Conditional Use Permit is found to be a nuisance or safety hazard; the permit may be revoked after due Public Hearing before the Planning & Zoning Board and the Board of County Commissioners,

B. This Permit will inure to the benefit of, and will constitute a covenant running with the land; and the purpose, terms, and conditions contained in this Permit will be binding upon the Permittee or any successor and his interest to this Permit.

C. Action by the Lake County Code Enforcement Special Master. The Lake County Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this Ordinance and to recommend that the Ordinance be revoked.

D. If the sand mining activities commence within three (3) years of the date that the Board of County Commissioners grants the Mining Conditional Use Permit approval, the Permit will remain valid and in force as long as the operator abides by this Ordinance, the Operating Plan, and the LDR requirements. Should sand mining activities not commence within the specified period, the Mining Conditional Use Permit will expire or the Permittee may submit a request for extension, prior to the expiration of the Permit, for review and approval by the Board of County Commissioners.

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

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

ENACTED this 21st **day of** November **, 2017.**

FILED with the Secretary of State November 22 **, 2017.**

EFFECTIVE November 21st **, 2017.**

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

TIMOTHY I. SULLIVAN, Chairman

ATTEST:

NEIL KELLY, Clerk of the
Board of County Commissioners
Lake County, Florida

APPROVED AS TO FORM AND LEGALITY

MELANIE MARSH, County Attorney

EXHIBIT A
Legal Description of Lake Louisa Property

PARCEL 1: The North half of Section 27, Township 23 South, Range 26 East, Lake County, Florida, LESS the West 33.00 feet and LESS the East 33.00 feet; ALSO the Southwest quarter of said Section 27, LESS the West 33.00 feet and LESS the South 33.00 feet; also LESS the North 50.00 feet of the South 83.00 feet of the West 35.00 feet of the East 1820.02 feet of the Southwest quarter of said Section 27; also LESS the North 20.00 feet of the South 53.00 feet of the West 30.00 feet of the East 1785.02 feet of the Southwest quarter of said Section 27.

PARCEL 2: The Southwest 1/4 of Section 26, Township 23 South, Range 26 East, Lake County, Florida, subject to a County Road Right-of-way over the North 33 feet and LESS the South 33 feet thereof; and the Southeast 1/4 of Section 27, Township 23 South, Range 26 East, Lake County, Florida, LESS the South 33 feet thereof; LESS AND EXCEPT: the Easterly 35.00 feet of the Westerly 129.88 feet of the Northerly 50.00 feet of the Southerly 83.00 feet of the Southwest 1/4 of the Southeast 1/4; and LESS the Westerly 35.00 feet of the Easterly 512.76 feet of the Northerly 50.00 feet of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

PARCEL 3: The Northeast 1/4, LESS the North 33 feet thereof; the East 1/2 of the Northwest 1/4, LESS the North 33 feet thereof; and the North 1/2 of the South 1/2, LESS the West 1/4 thereof; all being in Section 35, Township 23 South, Range 26 East, Lake County, Florida.

PARCEL 7: A portion of Section 35, Township 23 South, Range 26 East, Lake County, Florida described as follows: BEGINNING at the Northwest corner of Section 35, Township 23 South, Range 26 East; thence run South 89°42'57" East, along the North line of said Section 35, for a distance of 1290.76 feet to the West Right-of-way line of Cook Road, as recorded in Deed Book 357, Page 10, of the Public Records of Lake County, Florida; thence departing said North line, run South 00°41'04" East, along said West Right-of-way line for a distance of 1978.82 feet to the North line of the South 1/4 of the West 1/2 of the Northwest 1/4 of said Section 35; thence departing said West Right-of-way line, run South 89°56'46" West, along said North line for distance of 1293.39 feet to the West line of said Northwest 1/4 of Section 35; thence departing said North line, run North along the aforesaid West line of Section 35 to the POINT OF BEGINNING, LESS the South 70 feet thereof.

Schedule B-2 Exceptions per Title Commitment Agent File No. 11-249 issued by Old Republic National Title Insurance Company, bearing an effective date of December 11, 2011, at 11:00 PM. Items not listed below are standard title exceptions and/or are not matters or issues that pertain to this survey.

Declaration of Covenants, Conditions, Restrictions and Easements by Reedy Creek Improvement District recorded in O.R. Book 2173, Page 1321, together with First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded in O.R. Book 4082, Page 2368, Public Records of Lake County, Florida. (As to Parcels 1-3). Document is blanket in nature (as to parcels

1-3), not plotted.

Right-of-Way Easements in favor of Sumter Electric Cooperative, Inc. recorded in O.R. Book 274, Page 809 and O.R. Book 384, Page 659, together with Quitclaim Deed executed by Sumter Electric Cooperative, Inc. recorded in O.R. Book 976, Page 1516, Public Records of Lake County, Florida. (As to Parcel 1). Affects subject property as depicted hereon. Said documents also reserves a 30 foot wide easement centered along all existing electric distribution lines within Parcel 1.
Utility Easement Agreement by and between Reedy Creek Improvement District and the City of Orlando recorded in O.R. Book 1326, Page 350, Public Records of Lake County, Florida. (As to Parcel 1). Affects subject property as depicted hereon.

Perpetual Utility Easement in favor of Orange County contained in that certain Order of Taking recorded in O.R. Book 845, Page 567, Public Records of Lake County, Florida. (As to Parcel 1). Affects subject property as depicted hereon.

Pipeline Easement in favor of Orange County recorded in O.R. Book 815, Page 1501, Public Records of Lake County, Florida. (As to Parcel 2). Affects subject property as depicted hereon.
Right-of-Way Easement in favor of Sumter Electric Cooperative, Inc. recorded in O.R. Book 283, Page 729, Public Records of Lake County, Florida. (As to Parcel 2). Affects subject property as depicted hereon.

Pipeline Easement in favor of Orange County recorded in O.R. Book 813, Page 193, Public Records of Lake County, Florida. (As to Parcel 2). Affects subject property as depicted hereon.

Easement in favor of Orange County recorded in O.R. Book 964, Page 1649, Public Records of Lake County, Florida. (As to Parcel 2). Affects subject property as depicted hereon.
Right-of-Way Easement in favor of Sumter Electric Cooperative, Inc. recorded in O.R. Book 618, Page 1113, Public Records of Lake County, Florida. (As to Parcel 2). Affects subject property as depicted hereon.

Easement in favor of Orange County recorded in O.R. Book 964, Page 1653, Public Records of Lake County, Florida. (As to Parcel 2). Affects subject property as depicted hereon.

Easement in favor of American Telephone and Telegraph Company recorded in O.R. Book 324, Page 457, Public Records of Lake County, Florida. (As to Parcel 3). Document calls for a 20 foot easement centered on the first cable laid in respect to parcel 3.

Agreement for the Delivery and Use of Reclaimed Irrigation Water recorded in O.R. Book 854, Page 865, together with Partial Release of Rights recorded in O.R. Book 1280, Page 1674, Public Records of Lake County, Florida. (As to Parcel 7). Document is blanket in nature (as to parcel 7), not plotted.
Permanent Utility Easement in favor of the City of Orlando recorded in O.R. Book 1501, Page 2481, Public Records of Lake County, Florida. (As to Parcel 7). Does not affect subject property.

Easement in favor of American Telephone and Telegraph Company recorded in O.R. Book 326,

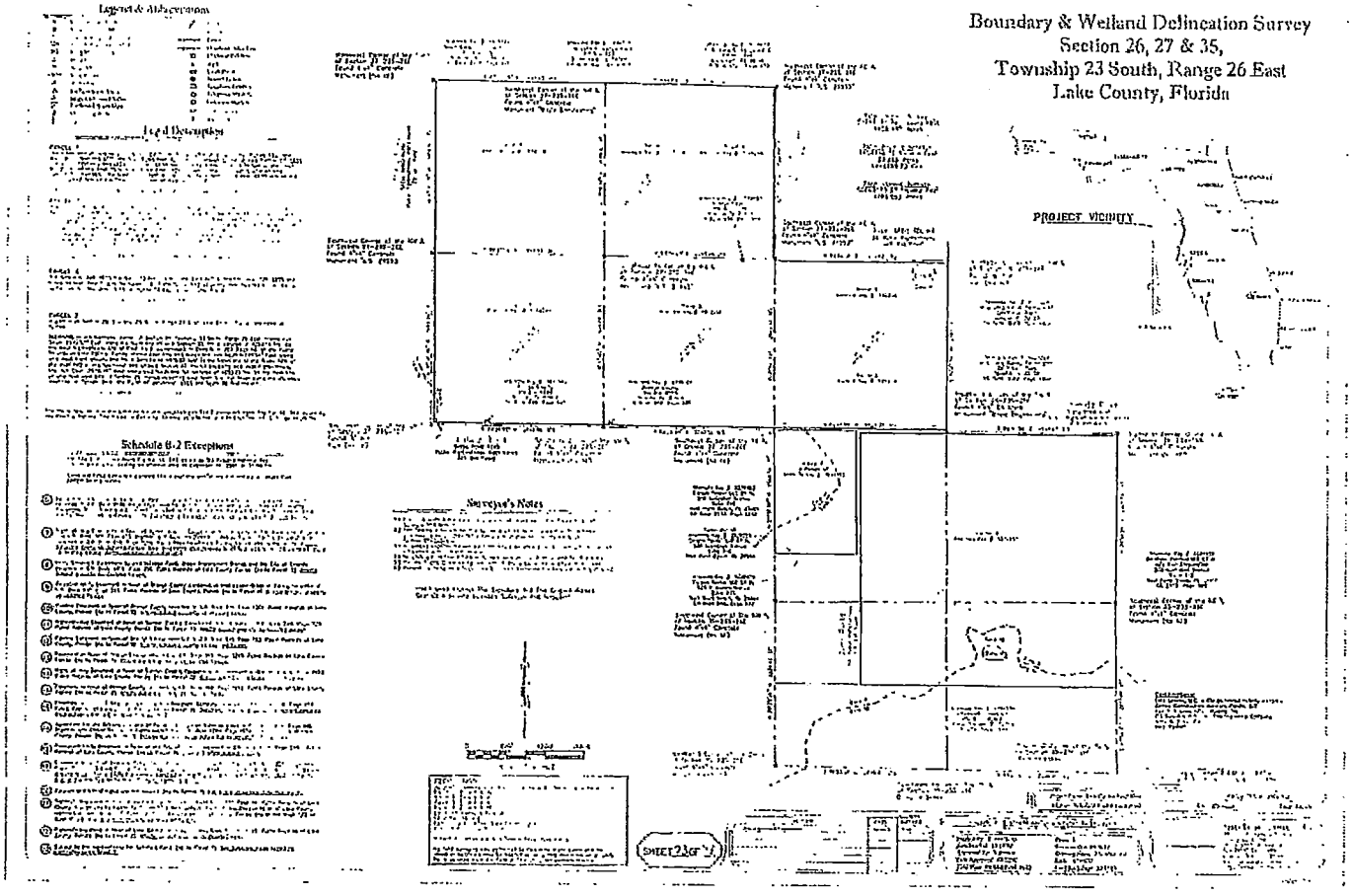
Page 849, Public Records of Lake County, Florida. Legal description contained in document is illegible surveyor believes document calls for a 20 foot easement centered on the first cable laid within the North 1/2 of the North 1/2 of the NW 1/4 of Section 35 (As to Parcel 3 & 7).

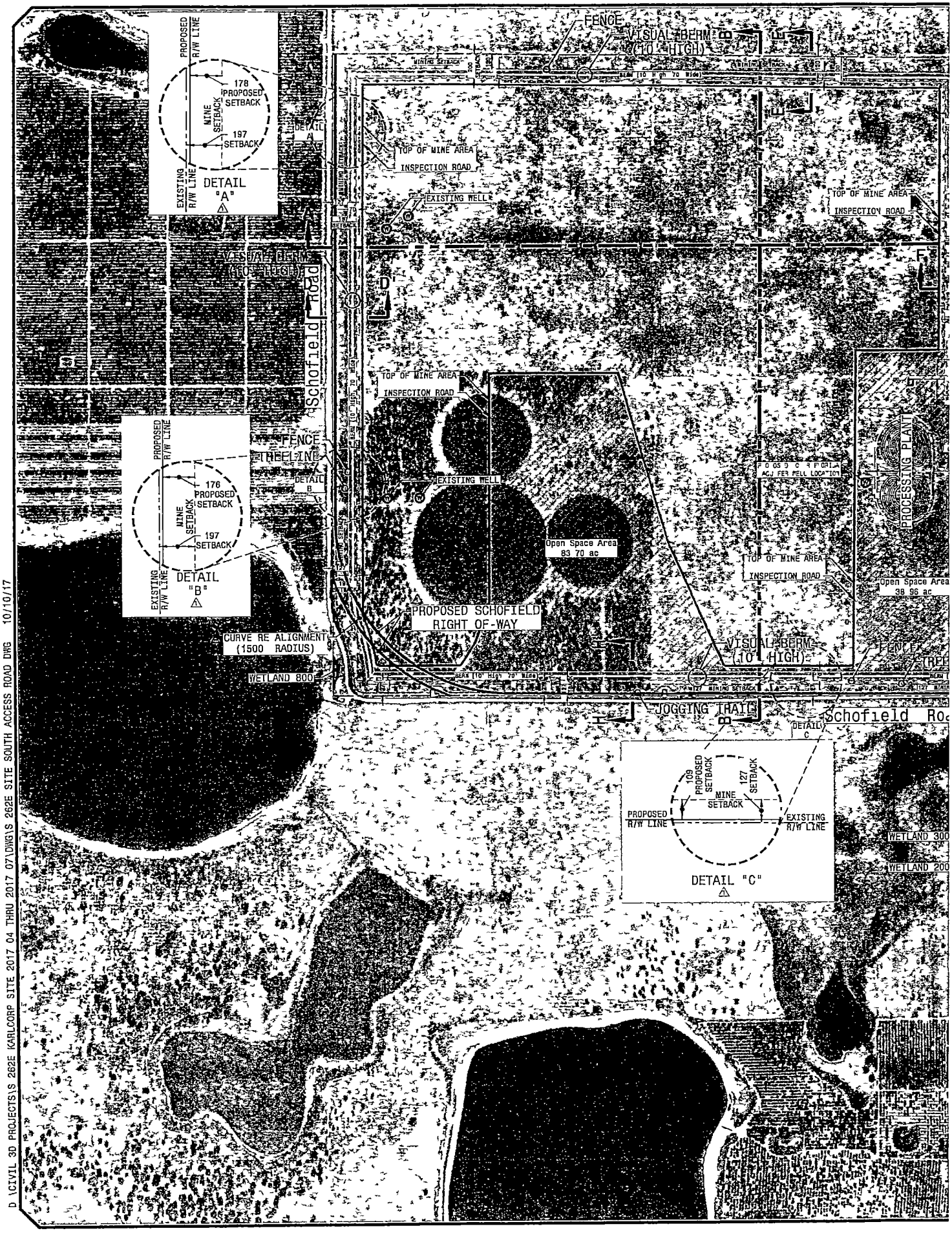
Riparian and littoral rights are not insured. (As to Parcel 7). Not a matter pertaining to this survey. Right-of-Way Deed in favor of Lake County recorded in Deed Book 357, Page 11, Public Records of Lake County, Florida. (As to Parcel 3); SHOWN FOR INFORMATION: Right-of-Way Deed in favor of Lake County recorded in Deed Book 357, Page 10, Public Records of Orange County, Florida. (As to the West 1/2 of Cook Road). Affects subject property as depicted hereon.

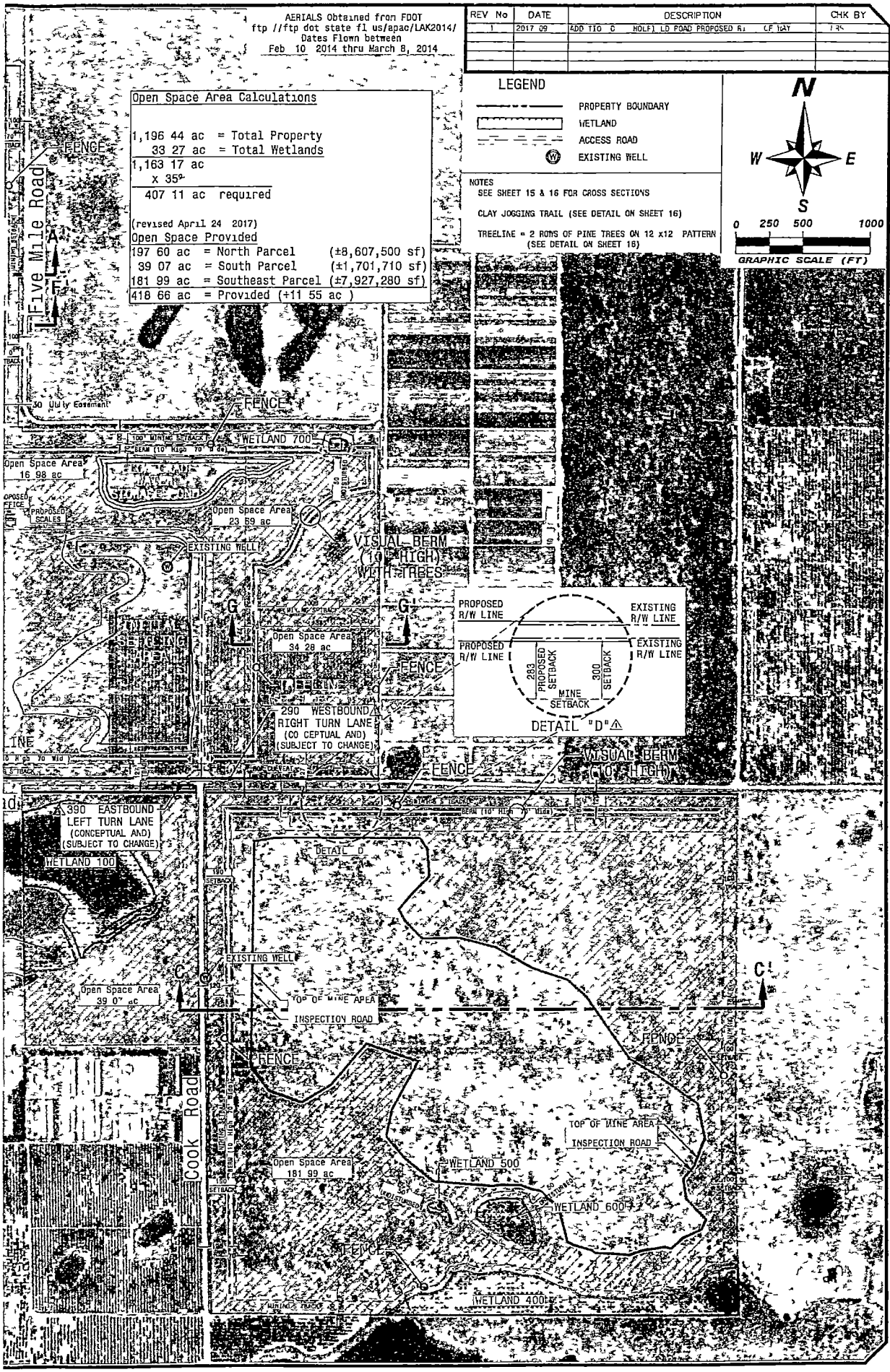
Right-of-Way Deed in favor of Lake County recorded in Deed Book 357, Page 15, Public Records of Lake County, Florida. (As to Parcel 2). Affects subject property as depicted hereon

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Subject to the right-of-way for Schofield Road. (As to Parcel 7).


Boundary & Wetland Delineation Survey
Section 26, 27 & 35,
Township 23 South, Range 26 East
Lake County, Florida
PROJECT VICINITY
Legend & Abbreviations
Schedule B-2 Exceptions
Surveyor's Notes
SHEET 2 OF 7


Exhibit "B"
Four Corners Sand Mine
MCUP #17-03-2
D:\CIVIL 3D PROJECTS\S 26ZE KARLCORP SITE 2017 04 THRU 2017 07\DWG\S 26ZE SITE SOUTH ACCESS ROAD DWG 10/10/17
DETAIL "A"
PROPOSED R/W LINE
178 PROPOSED SETBACK
MINE SETBACK
197 SETBACK
EXISTING R/W LINE
DETAIL "B"
176 PROPOSED SETBACK
DETAIL "C"
109 PROPOSED SETBACK
127 SETBACK
FENCE
VISUAL BERM (10' HIGH)
TOP OF MINE AREA
INSPECTION ROAD
EXISTING WELL
Schofield Road
TREELINE
Open Space Area 83 70 ac
Open Space Area 38 96 ac
PROCESSING PLANT
PROPOSED SCHOFIELD RIGHT-OF-WAY
CURVE RE ALIGNMENT (1500 RADIUS)
WETLAND 800
JOGGING TRAIL
WETLAND 300
WETLAND 200



THE COLINAS GROUP, INC
Engineering and Environmental Consultants
2031 East Edgewood Drive, Suite #5
LAKELAND, FL 33803
Phone (863) 669 9141 Fax (863) 669 1747
WWW.THECOLINASGROUP.COM

CONCEPTUAL MINING PLAN

FOUR CORNERS SAND MINE

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC.

LAKE COUNTY, FLORIDA

JOB # S 262E DATE 6/05/2017
SCALE as noted CALC BY MRS
FIELD BY n/a DRAFT BY gd
CHECKED BY LRS

Mark R Stephens P G P E

Mark R Stephens P E P G
Florida P E Reg No 36179
Engineering Business No EB 0007934
The Colinas Group Inc
2031 E Edgewood Drive Suite 5
Lakeland FL 33803 3001
(863) 669 9141

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES

SHEET 12 OF 27

Exhibit "C"
Agreed Development Conditions

Parties referenced in the agreed development conditions set forth below (the "Agreed Development Conditions") include Cemex Construction Materials Florida, LLC ("CEMEX"); Lake Louisa, LLC ("Lake Louisa"); Lake County, Florida, a political subdivision of the State of Florida ("Lake County" or "County"); South Lake Crossings I, LLC, a Florida limited liability company ("South Lake Crossings I"); South Lake Crossings II, LLC, a Florida limited liability company ("South Lake Crossings II"); South Lake Crossings III, LLC, a Florida limited liability company ("South Lake Crossings III"); South Lake Crossings IV, LLC, a Florida limited liability company ("South Lake Crossings IV"); Catherine E. Ross Groves, Inc., a Florida corporation ("Ross Groves"); Clonts Groves, Inc., a Florida corporation ("Clonts Groves"); and Cra-Mar Groves, Inc., a Florida corporation ("Cra-Mar Groves"). CEMEX and Lake Louisa are sometimes hereinafter collectively referred to as "Petitioners". South Lake Crossings I, South Lake Crossings II, South Lake Crossings III, South Lake Crossings IV, Ross Groves, Clonts Groves, and Cra-Mar Groves are sometimes hereinafter collectively referred to as the "Landowners". CEMEX, Lake Louisa, County and each of the Landowners are sometimes hereinafter collectively referred to as "Parties" or singly as "Party".

The following provisions (hereafter the "Agreed Development Conditions") are attached, referenced and incorporated into, and subject to the terms and conditions of, that certain Settlement Agreement between CEMEX, Lake Louisa, Lake County and the Landowners (the "Settlement Agreement"). Defined terms in the Settlement Agreement shall have the same meaning in these Agreed Development Conditions unless defined differently herein. The Agreed Development Conditions shall be fully incorporated into and become a part of the Issued MCUP if the MCUP Application is approved by the Board of County Commissioners of Lake County. Unless the Parties agree otherwise, in their respective sole and absolute discretion, should there be any inconsistencies between the MCUP Application or any of the conditions of approval thereof and the Settlement Agreement or the Agreed Development Conditions, the Settlement Agreement and the Agreed Development Conditions shall control.

Definitions

When referenced herein, the following defined terms shall have the meanings set forth below:

A. *"Develop" or "Development" or "Operations"* means the carrying out of any sand mining operation, including without limitation: clearing of land, carrying out of any building activity, making of any material change in the use or appearance of any structure or land, excavation, mining, processing, and storing of sand or other materials on the Project Site; the selling of sand and other materials; the trucking and transport of sand or other materials to and from the Project Site, including on Schofield Road; reclamation and associated activities at the Project Site; the use of the Lake Louisa Property for agriculture; construction of the Schofield Road Improvements (as defined below); and other operations customarily associated

with any of the foregoing, as same relate to the contemplated sand mining operations contained in the MCUP Application submitted by CEMEX to Lake County;

B. *"Expense or expense" or "Cost or cost"* means and includes all fees, costs, expenses, and other expenditures in any way related to the matters to which the word refers or applies.

C. *"Minor Collector Road"* means a Minor Collector Road with Swales as defined in Chapter II, Land Development Regulations of Lake County ("LDRs"), which requires, among things, a minimum total width of eighty (80) feet of right way as set forth in Section 9.04.03A.2, LDRs, and a design speed of 45 miles per hour (mph).

D. *"Sand Transport Date"* means the first date that CEMEX may begin trucking or transporting sand or other excavated or mined materials processed or sold from the Project Site for any purpose along Schofield Road between US 27 and Cook Road, including to and from the Project Site, after (i) the Schofield Road Improvements between US 27 and Cook Road have been completed, (ii) Lake County has approved and accepted such the Schofield Road Improvements between US 27 and Cook Road, and (iii) Lake County has authorized CEMEX to commence such trucking or transport.

E. *"Urban Design"* and *"Rural Design"* mean the forms of road design identified on annexed **Exhibit "1"**.

F. *"Wellness Way Area Plan"* or *"WWAP"* is the document adopted by the Lake County Board of County Commissioners on January 5, 2016, in Ordinance No. 2016-1, which establishes the future land uses permitted within the identified area, including without limitation, mining, agriculture, retail, office, commercial, industrial, and residential uses and all provisions contained therein, as approved and adopted by Lake County, and as such may be amended or superseded by another future land use or comprehensive plan amendment adopted by Lake County.

Development Conditions

1. Setback and Perimeter Improvements.

A. CEMEX shall, at its expense, and in compliance with the setbacks referenced in annexed **Exhibit "2"**, construct a 10-foot high, 70-foot wide earthen berm with 3:1 slopes, with a 10-foot flat top (the "Berm") for the property within Phase One and Phase Two of the Project Site as set forth on annexed **Exhibit "3"**. CEMEX shall, at its expense, also install continuous 6-foot high chain-link security fencing and landscaping along and within 25 feet of the outside toe (of the Berm, i.e. the opposite side of Berm from the areas of excavation, mining and processing on the Project Site). The landscaping shall be located between the fencing and adjacent property and adjacent road right of way to provide a visual vegetative (landscaping) screen around the Project Site in addition to planting pine or similar trees

planted on an approximate 12'x12' pattern. The Berm, fencing, landscaping and trees for the Phase One portion of the Project Site ("Phase One Property") shall be completed by CEMEX, at its expense, at least ninety (90) days prior to the Sand Transport Date (as defined herein), and shall thereafter be maintained by CEMEX, at its expense, until the Phase One Property is no longer used for any Operations and has been reclaimed in accordance with Section 6.06.02 (D), of the LDRs and other applicable state and federal requirements, except that the Berm, fencing, landscaping and trees may be moved and replaced as provided in Paragraph 7 herein below.

B. The Berm, fencing, landscaping and trees for the Phase Two portion of the Project Site (the "Phase Two Property") shall be completed by CEMEX, at its expense, at least ninety (90) days prior to the first date that sand or other materials are mined for purposes of processing, sale or transport offsite from the Phase Two Property (the "Phase Two Mining Date"), and shall thereafter be maintained by CEMEX, at its expense, until the Phase Two Property is no longer used for any Operations and has been reclaimed in accordance with Section 6.06.02 (D), of the LDRs and other applicable state and federal requirements, except that the Berm, fencing, landscaping, and trees may be moved and replaced as provided in Paragraph 7 herein below.

2. Improvements to Schofield Road.

A. CEMEX, at its expense, will design, permit, and construct, the improvements to Schofield Road between US 27 and the Orange County line ("the Road Length") as provided herein, utilizing right of way property and easements currently owned or controlled by Lake County, right of way property and easements currently owned or controlled by CEMEX or Lake Louisa, and right of way property and easements to be provided by the Landowners in accordance with Paragraph 3 below. The improvements to Schofield Road will include the design and engineering of a 4-lane (Urban Design) paved road from US 27 to the first 90 degree turn south heading east from US 27 (the "4-lane Road Section"); the necessary grading along the 4-lane Road Section for all four lanes of a 4-lane (Urban Design) paved road; the construction of improvements along the 4-lane Road Section needed for a 4-lane (Urban Design) paved road, as more fully set forth in Paragraphs 2.B. and 2.C. herein below; the paving (including base materials and asphalt paving) of only two lanes along the 4-lane Road Section; the design, engineering, grading and construction of a 2-lane (Rural Design) paved Minor Collector Road from the end of the 4-lane Road Section to the Orange County Line (the "2-lane Road Section"), as provided herein. The location of the 4-lane Road Section and 2-lane Road Section are set forth on annexed **Exhibit "4"**. Cross Sections of the 4-lane Road Section and the 2-lane Road Section are set forth on annexed **Exhibit "5"**. CEMEX shall also provide the Landowners and County a corridor map ("Corridor Map") that reflects the location and right of way for a possible future 4-lane (Rural Design) road ("Future 4-lane Rural Road") along the same length of Schofield Field as that of the 2-lane Road Section, and will not include any design or engineering work. The cost of such Corridor Map shall not exceed $25,000.00.

B. The improvements to Schofield Road as part of the 4-lane Road Section will also include US 27 intersection improvements, including turn lanes and any other Lake County or FDOT required intersection improvements at the US 27 intersection with Schofield Road sufficient to accommodate traffic flow and stacking, including at peak hours, in accordance with and subject to FDOT and Lake County requirements.

C. As part of the Schofield Road Improvements, CEMEX shall, at its expense, permit and construct all roadway, stormwater and associated improvements included in the 4-lane Road Section and 2-lane Road Section, substantially in accordance with applicable Lake County standards, and as may be otherwise required by Lake County Public Works or other state governmental entity with jurisdiction in accordance with applicable regulations, design requirements or established written policies.

D. The Landowners shall cooperate reasonably with CEMEX in connection with any steps required to be taken by CEMEX to permit and construct the 4-lane Road Section and 2-lane Road Section, by furnishing to CEMEX or any applicable governmental agency, such further information as may be requested in the possession of the Landowners, and by providing, without expense to any of the Landowners, temporary construction easements.

E. Only the improvements to Schofield Road identified in this Paragraph 2, which include the 4-lane Road Section design; the 2-lane Road Section design; the permitting, engineering, construction, easement and right of way property acquisition, and wetlands mitigation for the 4-lane Road Section (but paving only two lanes) and the 2-lane Road Section; the intersection improvements identified in Paragraph 2.B. above; and the improvements described in Paragraph 2.C. above, all as provided in this Paragraph 2, collectively constitute the "Schofield Road Improvements."

F. Subject to the other limitations set forth herein, construction of the Schofield Road Improvements shall begin at US 27 and will proceed east along the 4-lane Road Section, then south and east along the 2-lane Road Section to the mine entrance at Schofield Road to be located within 1800 feet of Cook Road (the "Mine Entrance"), and then east from the Mine Entrance to the Orange County Line. CEMEX shall have thirty (30) months from the date that construction begins after Lake County issues a Notice to Proceed (the "Road Construction Completion Date"), by which to complete construction of the Schofield Road Improvements from US 27 to the Orange County Line. Once construction of the Schofield Road Improvements has been completed from US 27 to Cook Road or to the Mine Entrance, whichever point is furthest east from US 27, the County will promptly inspect the Schofield Road Improvements from US 27 to such point for acceptance into the County road system and use by CEMEX as provided herein. Once so approved and accepted by the County, and once the County authorizes CEMEX to do so, CEMEX may then begin trucking and transporting of sand or other materials along Schofield Road between the Mine Entrance and US 27 for any purpose. CEMEX may conduct Operations and Develop the Phase One Property while it constructs the Schofield Road Improvements between US 27 and Cook Road, and may only truck and transport sand or other

materials to or from the Project Site while it constructs the Schofield Road Improvement between US 27 and Cook Road as provided in Paragraph 17 herein below.

G. CEMEX shall complete construction of all Schofield Road Improvements east of the Mine Entrance by no later than the Road Construction Completion Date. Prior to making the paved connection of Schofield Road into Orange County, CEMEX shall coordinate all plan reviews and seek any relevant approvals from Orange County for connection or any trucking or transporting of sand or other materials into Orange County along Schofield Road. However, in the event that Orange County changes the alignment of Schofield Road within Orange County, or changes the end point of Schofield Road at or near the Orange County Line from its current location, or does not provide connection approval in sufficient time prior to the expiration of the Road Construction Completion Date to allow CEMEX the ability to connect the Schofield Road Improvements within Lake County to the portion of Schofield Road within Orange County, or if Orange County refuses to provide such approval, then CEMEX shall be required, and County shall allow, CEMEX to pave to the current alignment to the Orange County line, at which time CEMEX shall be deemed to have completed construction of the Schofield Road Improvements as required herein; provided, however, that CEMEX shall not utilize Schofield Road east of the Lake Louisa Property, except for trucking or transporting sand or other materials mined or processed on the Phase One or Phase Two Property for use in the construction of the Schofield Road Improvements, unless authorized by the County to do so.

H. During the design, permitting and construction of the Schofield Road Improvements, CEMEX shall timely provide to Landowners, without cost to the Landowners, copies of the plans, proposals, bids and related information and documents submitted to Lake County as required in the Impact Fee Credits Agreement in order to allow the Landowners to provide comments and feedback to CEMEX and Lake County on possible cost saving measures, although CEMEX and Lake County shall have no obligation whatsoever to accept any comments, feedback, or suggestions of the Landowners, and may reject same in their respective sole and absolute discretion.

I. Except as may be needed to Develop the Project Site beforehand, or to construct the Schofield Road Improvements, CEMEX cannot and shall not begin trucking or transporting sand or other materials from or to the Project Site or the Lake Louisa Property unless and until the Schofield Road Improvements are completed from US 27 to Cook Road, Lake County has approved and accepted such Schofield Road Improvements from US 27 to Cook Road, and Lake County has authorized CEMEX to commence such trucking or transport. Moreover, CEMEX cannot continue excavating, mining, selling, and trucking or transporting sand or other materials from or to the Project Site or Lake Louisa Property, and all trucking and transporting of sand and other materials to and from the Project Site and Lake Louisa Property and all other Operations shall immediately cease if the Schofield Road Improvements have not been completed to the Orange County line and have not been approved and accepted by Lake County by the Road Construction Completion Date; provided, however, that all such activities and Operations may immediately resume once all Schofield Road Improvements are completed to the Orange County line, and Lake County has approved and accepted such Schofield Road

Improvements.

J. Notwithstanding anything else to the contrary in these Agreed Development Conditions or elsewhere, the obligations of CEMEX in this Paragraph 2, and in the other Agreed Development Conditions set forth herein, are conditioned on, and will not become binding or enforceable until the Conditions Precedent to Agreed Development Conditions as defined and set forth in Paragraph 9.g. of the Settlement Agreement have occurred or have been performed. Moreover, the commencement of performance, performance, or completion of performance of the obligations of CEMEX under this Paragraph 2 shall also be suspended, extended, or terminated due to events beyond the control of CEMEX and as provided in Paragraphs 7.b., 8.a.i, and 9.h. of the Settlement Agreement.

3. Needed Right of Way.

A. 4-lane Road Section. Clonts Groves shall reserve from that portion of its property abutting the 4-lane Road Section of Schofield Road that area shown on the attached **Exhibit "6"** the ("Clonts Right of Way Property"), which is needed for right of way and the Schofield Road Improvements to be located thereon.

B. 2-lane Road Section. There is presently sixty-six (66) feet of right of way along Schofield Road owned by the County along the entire length of the 2-lane Road Section. A total of eighty (80) feet of right of way is required for construction of a Minor Collector Road with a 45 mph design speed. Accordingly, the Landowners and Lake Louisa shall each donate at no cost and deed over to Lake County as provided in Paragraph 3.D. herein below, seven (7) feet of the properties each owns that abuts the 2-lane Road Section, so that there will be eighty (80) feet of right away along such sections of the 2-lane Road Section for construction of the Schofield Road Improvements. For all portions of the 2-lane Road Section where neither Lake Louisa nor the Landowners own property adjacent to the 2-lane Road Section, CEMEX shall use reasonable efforts to acquire fourteen (14) feet of additional right of way. For the portions of the 2-lane Section for which CEMEX is unable to acquire an additional fourteen (14) feet of way, Lake County shall work with CEMEX and allow it to design and build a 2-lane (Rural Design) paved road along such sections that is able to be built in accordance with County standards and requirements within the existing right of way owned by the County. Lake Louisa and the Landowners who own the land needed to transform the 2-lane Road Section into a 4-lane road in the future, shall also each reserve, and convey at no cost to Lake County upon request, twenty-six (26) feet of their respective abutting properties along Schofield Road for the additional right of way necessary for transforming the 2-lane Road Section into a 4-lane road, which twenty-six (26) feet areas are depicted on the attached **Exhibit "7"** (the "Reserved Property"). The Landowners and Lake Louisa shall be entitled to density credits for the areas included within the seven (7) feet and twenty six (26) feet conveyed to the County as provided herein. Under no circumstances, and at no time, shall CEMEX or the Landowners be obligated to pay the other for reservation or conveyance of their respective portions of the Reserved Property which does not include the Clonts Right of Way Property. The Landowners and CEMEX agree to provide CEMEX or County a temporary construction easement in the form

annexed as **Exhibit "8"** ("TCE") on either side of the eighty (80) foot right of way along the 2-lane Road Section, if necessary to harmonize road cross section slopes with earthwork in lieu of retaining walls.

C. Procedures, Right of Way and Compensation by CEMEX. When needed as determined by Lake County, Clonts Groves, which owns the Clonts Right of Way Property required for the 4-lane Road Section, shall convey the Clonts Right of Way Property by fee simple conveyance to Lake County, provided CEMEX pays Clonts Groves reasonable compensation for such fee simple conveyance as set forth in this Paragraph 3. If additional property or easements for stormwater facilities for the 4-lane Road Section or 2-lane Road Section is needed, Landowners shall also provide such property or easements by fee simple conveyance or by granting a perpetual easement that runs with the land to Lake County, if CEMEX and Landowners agree on the location and plans for such stormwater facilities, and CEMEX pays each conveying and granting Landowner reasonable compensation for such fee simple conveyance or granted easement as provided in this Paragraph 3. Alternatively, CEMEX or Lake Louisa may provide the additional property or easements for storm water facilities from the Project Site or Lake Louisa Property and no compensation shall be required to be paid to CEMEX or Lake Louisa for such additional property or easements. Compensation for the Clonts Right of Way Property provided by Clonts Groves, or property and easements for stormwater or other facilities provided by other Landowners to Lake County, as provided in this Paragraph 3, shall be determined as of the date of conveyance or easement by an independent Florida MAI appraiser acceptable to the conveying Landowner(s) (including Clonts Groves) and CEMEX. If no mutually acceptable appraiser is selected, each Landowner (including Clonts Groves) who is to convey property or grant easements and CEMEX, shall each appoint an independent Florida MAI appraiser within 15 days of a request by CEMEX to acquire such property or easement. Each of the appraisers shall render his or her respective opinion of the compensation as quickly as possible, but in any event within 45 days of engagement, and CEMEX and the Landowner conveying the property or easement shall provide the final opinion of compensation received from its appraiser within 5 days of receipt of same. If the two determinations of compensation of the appraisers are within ten percent (10%) of each other, then such determinations shall be averaged and such average shall be the compensation for the property or easements. If the two appraisers determinations are more than ten percent (10%) apart, the two appraisers shall select within 10 days a third independent Florida MAI appraiser who shall immediately be engaged and who shall then independently determine compensation, and the two (2) closest compensation figures of the three appraisers shall be averaged to determine the compensation. In the event that the third appraiser's determination of compensation is equidistant between the highest and the lowest, then notwithstanding the foregoing sentence, there shall be no averaging, and the third appraiser's determination of compensation shall be the compensation for the property or easements. Each Party shall bear the cost of its own appraiser and one-half (1/2) of the cost of the third appraiser, if applicable. CEMEX shall not, and has no right to, request, and Landowners (including Clonts Groves) have no obligation to convey, any property or easement to Lake County, and Landowners (including Clonts Groves) have no obligations to provide any property or easement to Lake County under these Agreed Development Conditions or the Settlement Agreement, unless and until the WWAP or an Amended WWAP is approved and becomes effective and final without challenge

or appeal as provided in Paragraph 7.a. of the Settlement Agreement.

D. The property to be conveyed by Clonts Groves or any other Landowner to Lake County as contemplated in Paragraph 3 of these Agreed Development Conditions shall be conveyed by special warranty deed free and clear of all liens and encumbrances except those that in Lake County's determination do not interfere with road and right of way uses and purposes, all in form acceptable to Lake County. The form of any easement given by any Landowner shall also be in form and substance acceptable to Lake County.

E. Upon approval of the Settlement Agreement and the other Settlement Documents, upon the issuance of the Issued MCUP, and upon the request of Lake County, Clonts Groves and any other Landowner providing easements shall provide, to the extent reasonably necessary to allow for construction of the Schofield Road Improvements, a TCE to CEMEX and Lake County to allow commencement of the construction of the Schofield Road Improvements in the form and substance also in the form set forth on attached **Exhibit "8"**.

4. Impact Fee Credits. To the extent CEMEX or Lake Louisa obtain impact fee credits for the Nonsite-Related Improvements as defined by the Lake County Code and separate Impact Fee Credits Agreement between the parties, the Landowners shall, if and when needed for development of Landowners' properties, and to the extent the Landowners do not generate impact fee credits, purchase such credits from CEMEX, or any portion of such credits, on a dollar for dollar basis, although CEMEX may also sell its impact fee credits to others. Without obligating the Landowners to expend any funds, Landowners agree to support CEMEX's request for impact fee credits for the Nonsite-Related Improvements from Lake County for construction of the Schofield Road Improvements.

5. Active Mining Area. No more than a total of 100 acres ("cell") of the Project Site at any one time shall be excavated, mined or be in the process of being excavated or mined, in any combination. Within 90 days after completion of excavation and mining of any given 100-acre cell of the Project Site, CEMEX shall begin subsequent backfill, sloping and grading of each such 100 acre cell in a fashion consistent with CEMEX's reclamation plan set forth in its MCUP Application. Such area shall no longer be categorized as being excavated or mined and will no longer count towards the 100-acre cell that can be excavated, mined, or be in the process of being excavated or mined, in any combination, at one time. The plant processing area, freshwater reclamation lake, and tailings control areas (collectively "Processing Areas") shall not count as part of the 100-acre cell, which Processing Areas are graphically depicted on attached **Exhibit "10"**. CEMEX or Lake Louisa, or both, may utilize those portions of the Lake Louisa Property not part of the Project Site, those portions of the Project Site that have been mined and reclaimed, and any portion of the Project Site no longer used in connection with excavation and mining (the "Non-Mining Property"), for agricultural use as currently permitted – which uses are set forth on attached **Exhibit "11"**. CEMEX or Lake Louisa, or both, may also seek to utilize Non-Mining Property for any other development use allowable under and in accordance with the provisions of the WWAP or Lake County comprehensive plan and land development regulations then in effect.

6. Mining Time Frames. CEMEX shall complete all excavation, mining, processing and all other Operations on or before the earlier of twenty-one (21) years from the Sand Transport Date (the "21-year Mining Period"), or twenty-five (25) years from the date that the last of all permits required to enable CEMEX to commence and conduct excavation, mining, processing or other Operations on, to or from any portion of the Project Site, including any related to the construction of the Schofield Road Improvements, has been issued (the "25-year Mining Period). No periods for challenge or appeal and no periods of any challenge or appeals shall extend the commencement or duration of the aforesaid 21-year Mining Period and 25-year Mining Period, except as provided in Paragraphs 7.b., 8.a.i., and 9.h. of the Settlement Agreement (relating to the suspension and extension of these mining periods by the same amount of time that any sand mining operations, including excavation, mining, processing, or trucking and transport of sand or other materials to and from the Project Site, is stopped, prevented, or materially limited during and until a Later Challenge is finally resolved). Except as provided in Paragraphs 7.b., 8.a.i., and 9.h. of the Settlement Agreement, no excavation, mining, processing, trucking, transport or any other Operations shall occur after the end of the earlier of the 21-year Mining Period or 25-year Mining Period, except only reclamation and removal of structure and other clean-up activities on the Project Site, which shall be completed no later than one (1) year from the end of the earlier of the 21-year Mining Period or the 25-year Mining Period (the "1-year Reclamation Period"). The 1-year Reclamation Period shall be suspended and extended due to events beyond the control of CEMEX and as provided in Paragraphs 7.b., 8.a.i, and 9.h. of the Settlement Agreement. No excavation, mining, processing or other Operations shall occur in any buffer or setback areas reflected on attached **Exhibit "12",** except as provided in Paragraph 7 herein below.

7. Development after Mining. Upon the completion of mining related activities and reclamation of any mined or disturbed portions of the Project Site, any such reclaimed property and Berm, fencing, landscaping, trees, buffer, or setback area along the exterior perimeter of such reclaimed property may be developed for any permitted use other than excavation and mining, provided such use is consistent with the WWAP or the Lake County comprehensive plan and land development regulations then in effect. In any such event, CEMEX or Lake Louisa may remove or leave in place any Berm, fencing, landscaping, or trees along the perimeter of such reclaimed property. If any Berm, fencing, landscaping, and trees of such reclaimed property is removed, and as a result, any remaining active area of or Operations associated with the Project Site (other than at the Mine Entrance, or with respect to trucking or transport of sand or other material to and from the Project Site) becomes visible or accessible, then CEMEX shall construct a similar Berm, and place similar fencing, landscaping, and trees along such exposed perimeter. This provision is not intended to diminish any development rights provided in the Settlement Agreement, Development Agreement, or Impact Fee Credits Agreement.

8. Mining Commencement. Subsequent to completion of site development and infrastructure construction for excavation and mining operations, excavation and mining will begin generally within the southwest corner of the Project Site in the vicinity of Trout Lake as is

reflected on attached **Exhibit "13"**, and as will be reflected in the excavation, mining and reclamation plans and maps to be submitted with the MCUP Application. CEMEX shall submit to Lake County staff any modifications to CEMEX's excavation, mining and reclamation plans and maps as necessary, as part of the operating permit process, and CEMEX shall comply with Appendix A, Section 6.06.03 (D) of the Lake County LDRs for operating permit issuance and amendments, all of which modifications must still be consistent with the requirements of these Agreed Development Conditions.

9. Mining Sequence.

A. CEMEX shall complete excavation and mining and all other Operations within 1000 feet of the westernmost boundary of the Phase One Property (as set forth on attached **Exhibit "14"**) within which such activities are allowed within the earlier of 5 years from the Sand Transport Date or 7 years from the date that the last of all permits required to enable CEMEX to first commence and conduct excavation, mining, processing or other Operations on any portion of the Project Site, has been obtained by CEMEX, provided that approval has not been revoked or suspended by any governmental agency that issued a required permit, the basis of which revocation or suspension are not actions or inactions of CEMEX or Lake Louisa. These time periods shall also be suspended and extended due to acts beyond the control of CEMEX and as provided in Paragraphs 7.b., 8.a.i., and 9.h. of the Settlement Agreement.

B. Except as set forth in Paragraph 9.A. herein above, CEMEX is free to mine sand on the Project Site in such sequence or rate it deems appropriate in its sole and absolute discretion, provided there is only 100 acres of active excavation and mining area occurring or existing at any single point in time as provided in Paragraph 5 above, provided all excavation and mining is completed within the times frames set forth in Paragraphs 6 and 9.A herein above, CEMEX complies with the hours of operation as required in Paragraph 11 herein below, the trips per day associated with the Operations do not exceed the trips authorized by the Issued MCUP, and the excavated and mined areas have been fully backfilled, sloped and graded in a fashion consistent with CEMEX's reclamation plan set forth in its MCUP Application as required in Paragraph 5 herein above.

10. Processing Plant. CEMEX shall construct the processing plant at a maximum elevation of the lowest feasible height, not to exceed 200 feet NGVD. Ingress to and egress from the processing plant, and for accessing the Project Site to excavate, mine, process, store, sell, truck and transport sand or other material, shall be limited to a single location on Schofield Road within 1,800 feet on either side of the intersection of Schofield Road and Cook Road.

11. Operating Hours. The Operations that occur on the Project Site are limited to the following times. CEMEX may excavate, mine, process or conduct other Operations on the Project Site, seven days a week, 24 hours a day until the commencement of vertical construction of the first residential, office, retail or commercial building within one-half (1/2) mile outside of the Project Site boundary begins. Thereafter, all excavating, mining and

trucking hours are limited to between 5:00 AM and 6:00 PM, Monday through Saturday, and processing activities shall be allowed, and the processing plant shall be allowed to operate, Monday through Sunday, from 5:00 AM to 9:00 PM. For purposes of this provision, the term "processing activities" means conveying sand to the processing plant, and washing, screening, and stacking sand into piles at and near the processing plant. Processing activities shall also be allowed from 9:00 PM to 5:00 AM, seven days a week (the "Extended Processing Hours"), provided such processing activities do not cause offensive light, noise, dust or other impacts discernible by a reasonable person 50 feet from the boundary of the Project Site as determined by Lake County. In some instances, additional activities may be required during non-operating hours due to preventative or emergency maintenance, although where possible, CEMEX shall conduct preventative maintenance during operating hours.

12. Deposit Account for Future Road Projects. CEMEX shall cause $.037 per ton of materials from the Project Site and Lake Louisa Property sold or exchanged or provided for as part of any consideration to third parties to be deposited into an account for the benefit of Lake County to be used for the maintenance of Schofield Road or future roadway projects within the Wellness Way Planning Area ("WW Planning Area"), calculated annually on a calendar year basis and remitted to the County by February 15th of the following year. Lake County shall use those funds as provided herein. These sums shall be in addition to the monies CEMEX has agreed to expend for the Schofield Road Improvements identified in Paragraph 2 herein above.

13. Vested Rights. These Agreed Development Conditions are not intended to diminish any vested rights or remedies of CEMEX, Lake Louisa, or Landowners provided or available under common or statutory law, or equity. Any vested rights or remedies of CEMEX, Lake Louisa or Landowners provided or available under common or statutory law, or equity, and any vested rights or remedies of CEMEX, Lake Louisa or Landowners provided in writing under the Settlement Agreement, and when enforceable and binding, under these Agreed Development Conditions, the Development Agreement, and the Impact Fee Credits Agreement, are cumulative. This provision, however, is not intended to and does not relieve CEMEX, Lake Louisa, or Landowners of any of their respective obligations under the terms and conditions of the Settlement Agreement, and if and when enforceable and binding, under these Agreed Development Conditions, the Development Agreement, and the Impact Fee Credits Agreement.

14. Breach of Agreed Development Conditions, Required Notice, and Opportunity to Cure. The breach, notice, and opportunity to cure provisions set forth in Paragraphs 10 and 11 of the Settlement Agreement shall apply to any breach of these Agreed Development Conditions, except only with respect to any breach of the mining time frames set forth in Paragraph 6 herein above, the operating hours provided in Paragraph 11 herein above, and the number of daily truck trips authorized in the Issued MCUP anticipated to be approved and issued by Lake County in accordance with the MCUP Application, the time to cure such breaches (after receipt of a Breach Notice) is the shorter cure period of five (5) days. The terms and provisions of Paragraphs 10 and 11 of the Settlement Agreement shall apply as written for any other breach or violation of these Agreed Development Conditions. Notwithstanding the foregoing and

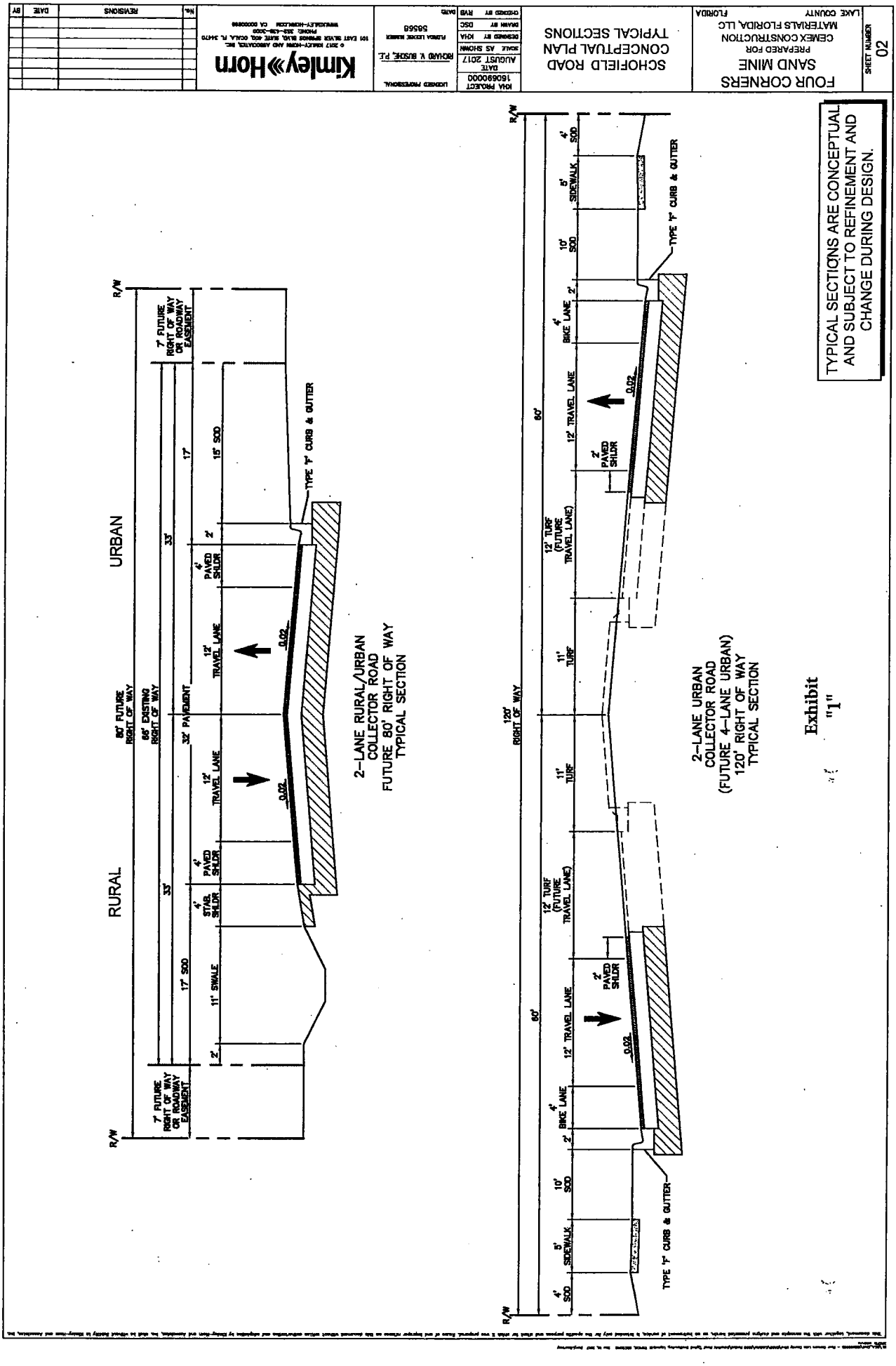
anything in the Settlement Agreement and other Settlement Documents to the contrary, the foregoing supplements Lake County's rights of enforcement, and nothing in the foregoing, these Agreed Development Conditions, or the Settlement Documents, limit or restrict Lake County's right and authority to require, seek and obtain enforcement of and compliance with the Agreed Development Conditions, the Issued MCUP and any and all Lake County Code requirements.

15. Nothing in these Agreed Development Conditions satisfy or prohibit the density bonuses for the Landowners', Lake Louisa's or CEMEX's conveyance of right of way property and the granting of easements to the extent such bonuses may be provided for in or allowed under the WWAP.

16. In the event the Agreed Development Conditions, or any of them, are not met or are violated, CEMEX, Lake Louisa and Landowners and each of them, have the right, after notice and opportunity to cure has been provided as required herein, in addition to all other equitable and legal rights, to seek and require specific performance of any of the Agreed Development Conditions.

17. For purposes of clarification, and in addition to any other rights of CEMEX to conduct Operations or Development, CEMEX shall be permitted to: (a) conduct Operations and Develop the Phase One Property, truck or transport items and materials into or from the Project Site for purposes of such Operations and Development, and truck or transport from the Phase One Property sand or other materials mined or processed on the Phase One Property for use in constructing the Schofield Road Improvement, while it constructs and prior to completion of the Schofield Road Improvements to Cook Road, except only that CEMEX may not truck or transport from the Phase One Property, sand or other materials mined or processed on the Phase One Property for sale to customers, delivery to another CEMEX facility, or any other purpose, until (i) CEMEX completes construction of the Schofield Road Improvements from US 27 to Cook Road, (ii) such improvements are approved and accepted by Lake County, and (iii) Lake County authorizes CEMEX to transport sand and other materials along this completed section of Schofield Road; and (b) conduct Operations and Develop the Phase Two Property prior to the Phase Two Mining Date in accordance with Paragraph 1.B. herein above and provided that the Schofield Road Improvements between US 27 and Cook Road have been completed and accepted by Lake County.

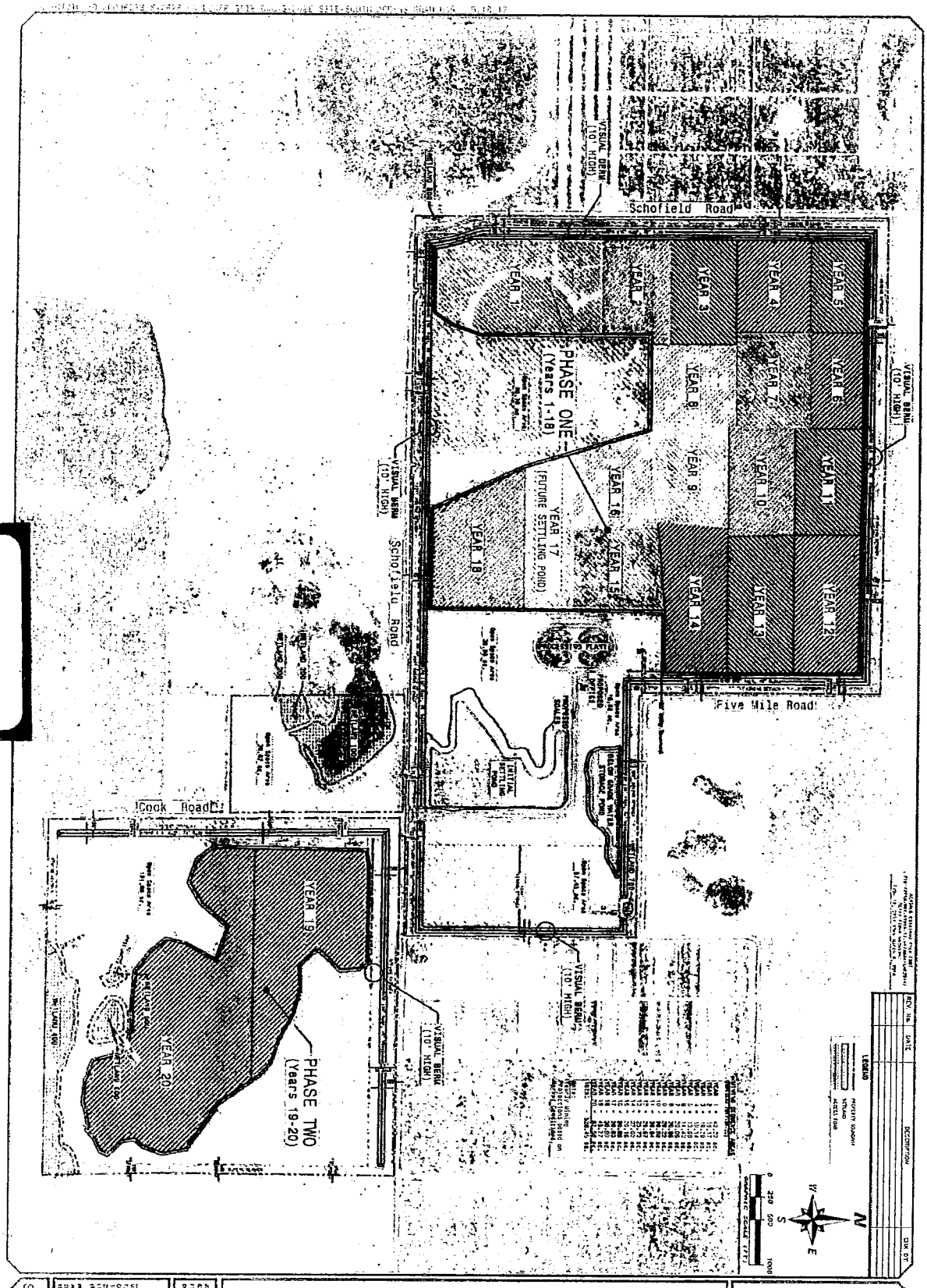
18. Dedication of Property for Recreational Park. Lake Louisa, LLC, shall agree to convey to the County, at no cost to the County, 100 acres to be used by the County for a recreational park, either active or passive, at the County's sole discretion. The property shall be conveyed at the time the first 100-acre cell has been completely reclaimed by CEMEX pursuant to Section 2(F)(2) of the Mining Conditional Use Permit (MCUP). In exchange for the conveyance, Lake Louisa, LLC shall be entitled to a credit of 100 acres towards the open space requirements set forth in Policy I-8.2.5, entitled Open Space, of the Wellness Way Area Plan.


FOUR CORNERS
SAND MINE
PREPARED FOR
CEMEX CONSTRUCTION
MATERIALS FLORIDA, LLC
LAKE COUNTY FLORIDA
SHEET NUMBER 02
SCHOFIELD ROAD
CONCEPTUAL PLAN
TYPICAL SECTIONS
KHA PROJECT 160690000
DATE AUGUST 2017
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
CHECKED BY NVB
Kimley»Horn
ROHAND V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER 58568
LICENSED PROFESSIONAL
DATE
NO. REVISIONS DATE BY
TYPICAL SECTIONS ARE CONCEPTUAL AND SUBJECT TO REFINEMENT AND CHANGE DURING DESIGN.
Exhibit "1"
2-LANE RURAL/URBAN COLLECTOR ROAD FUTURE 80' RIGHT OF WAY TYPICAL SECTION
RURAL
URBAN
R/W
80' FUTURE RIGHT OF WAY
66' EXISTING RIGHT OF WAY
7' FUTURE RIGHT OF WAY OR ROADWAY EASEMENT
33'
17' SOD
11' SWALE
2'
4' STAB. SHLDR
4' PAVED SHLDR
12' TRAVEL LANE
0.02
32' PAVEMENT
17'
15' SOD
2'
TYPE 'F' CURB & GUTTER
2-LANE URBAN COLLECTOR ROAD (FUTURE 4-LANE URBAN) 120' RIGHT OF WAY TYPICAL SECTION
120' RIGHT OF WAY
4' SOD
5' SIDEWALK
10' SOD
2'
4' BIKE LANE
12' TRAVEL LANE
2' PAVED SHLDR
11' TURF
12' TURF (FUTURE TRAVEL LANE)
60'

Minimum Setbacks Agreed on CEMEX Four Corners Sand Mine Property				
	Required Setback between Property line & toe of berm closest to Property line in feet	Berm width in feet	Other Setbacks (internal roads, ROW's, Open space, etc.)	Total setback to excavation in feet
West Property Line	127	70		197
North Property Line	130	70		200
East Property Line along 5 Mile Road	100	70		170
North Property Line along 5 Mile Road	100	70		170
East Property Line abutting Hills= Property		70	1000* (includes berm)	000
Property Line along Schofield Rd. (north side of road)	127	70		197
Property Line along Schofield Rd. (south side of road)	120	70	180 (includes berm)*	300
Cook Rd (east side of road)	120	70	225	22
South Property Line abutting Cra-Mar Grove=s Property)	The greater of 225 feet north of the ordinary high water line of Sawgrass Lake and 225 feet north of South Property Line		225	The greater of 225 feet north of the ordinary high water line of Sawgrass Lake and 225 feet north of South Property line
* denotes area covered under the Hills= agreement				



Exhibit "3"



CONCEPTUAL MINE SEQUENCE PLAN

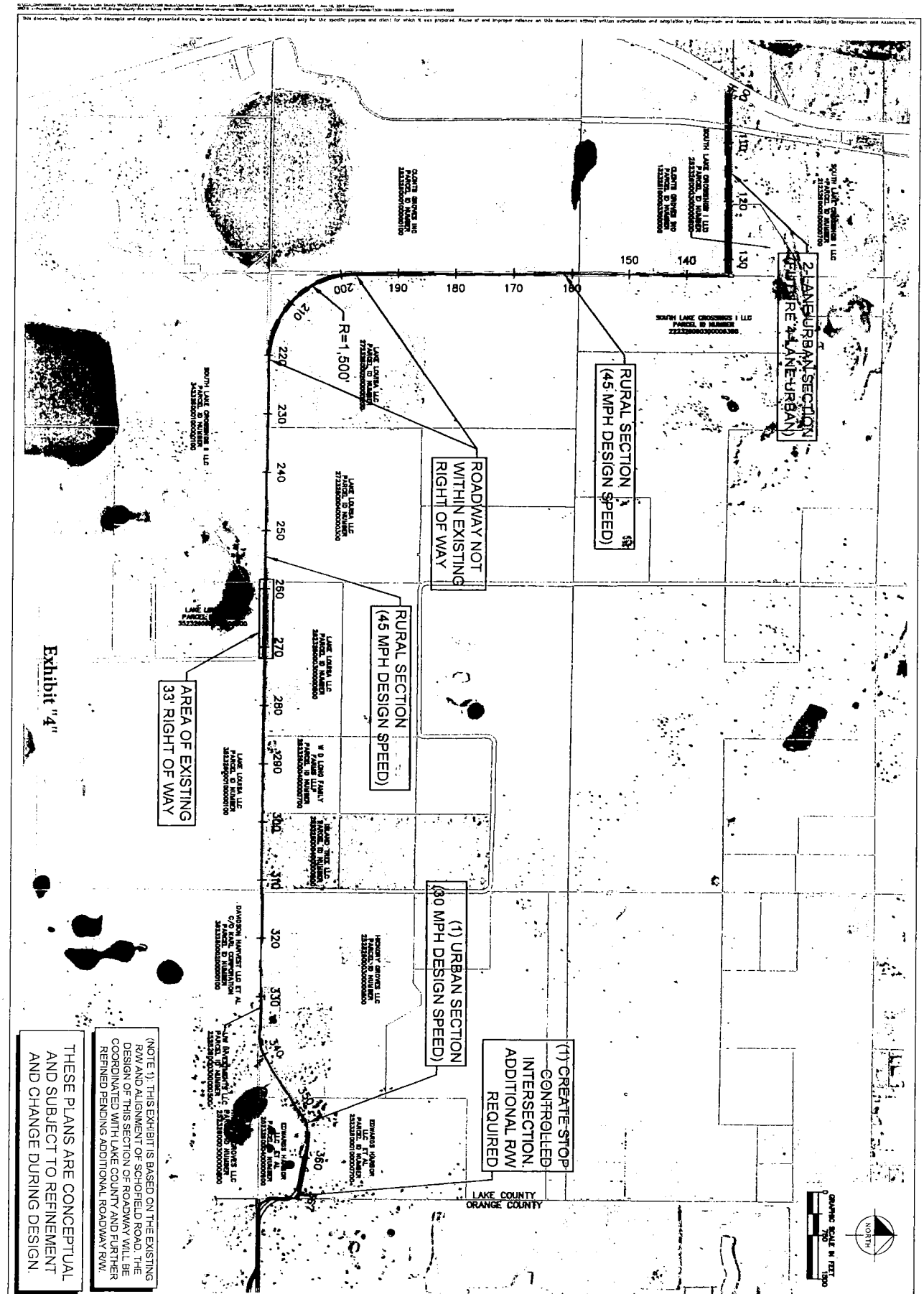
FOUR CORNERS SAND MINE

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC.

LAKE COUNTY, FLORIDA

THE COLINAS GROUP, INC.

SHEET 14 OF 27


Exhibit "4"
2-LANE URBAN SECTION (FUTURE 4-LANE URBAN)
RURAL SECTION (45 MPH DESIGN SPEED)
ROADWAY NOT WITHIN EXISTING RIGHT OF WAY
RURAL SECTION (45 MPH DESIGN SPEED)
AREA OF EXISTING 33' RIGHT OF WAY
(1) URBAN SECTION (30 MPH DESIGN SPEED)
(1) CREATE STOP CONTROLLED INTERSECTION. ADDITIONAL R/W REQUIRED
R=1,500'
LAKE COUNTY
ORANGE COUNTY
THESE PLANS ARE CONCEPTUAL AND SUBJECT TO REFINEMENT AND CHANGE DURING DESIGN.
(NOTE 1): THIS EXHIBIT IS BASED ON THE EXISTING R/W AND ALIGNMENT OF SCHOFIELD ROAD. THE DESIGN OF THIS SECTION OF ROADWAY WILL BE COORDINATED WITH LAKE COUNTY AND FURTHER REFINED PENDING ADDITIONAL ROADWAY R/W.
GRAPHIC SCALE IN FEET
NORTH
FOUR CORNERS SAND MINE
PREPARED FOR
CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
LAKE COUNTY FLORIDA
SHEET NUMBER 01
SCHOFIELD ROAD CONCEPTUAL PLAN MASTER LAYOUT PLAN
KHA PROJECT 160690000
DATE NOVEMBER 2017
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
CHECKED BY RVB
LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER 58568
DATE
Kimley»Horn
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
101 EAST SILVER SPRINGS BLVD, SUITE 400, OCALA, FL 34470
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM CA 00000698
No. REVISIONS DATE BY

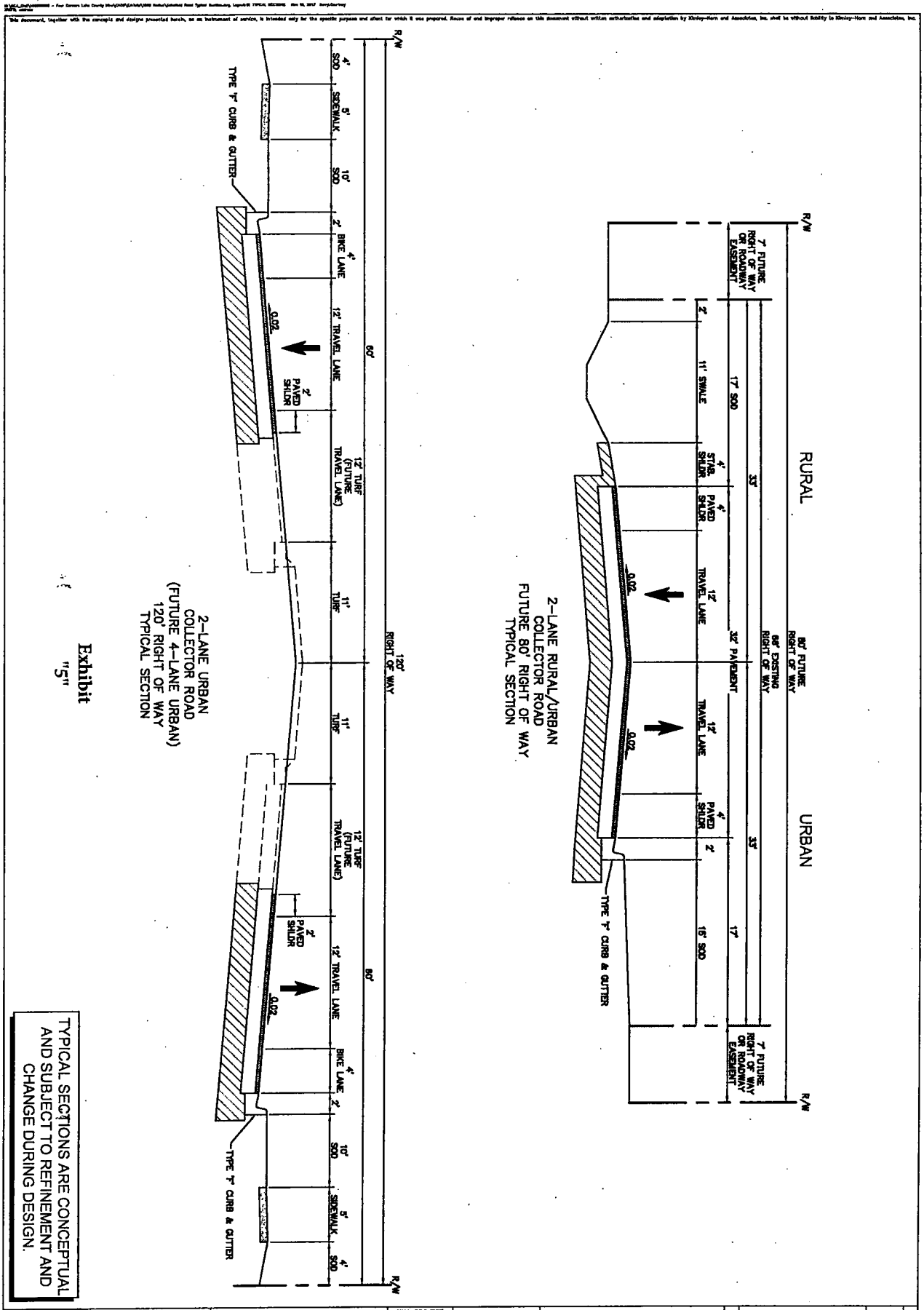
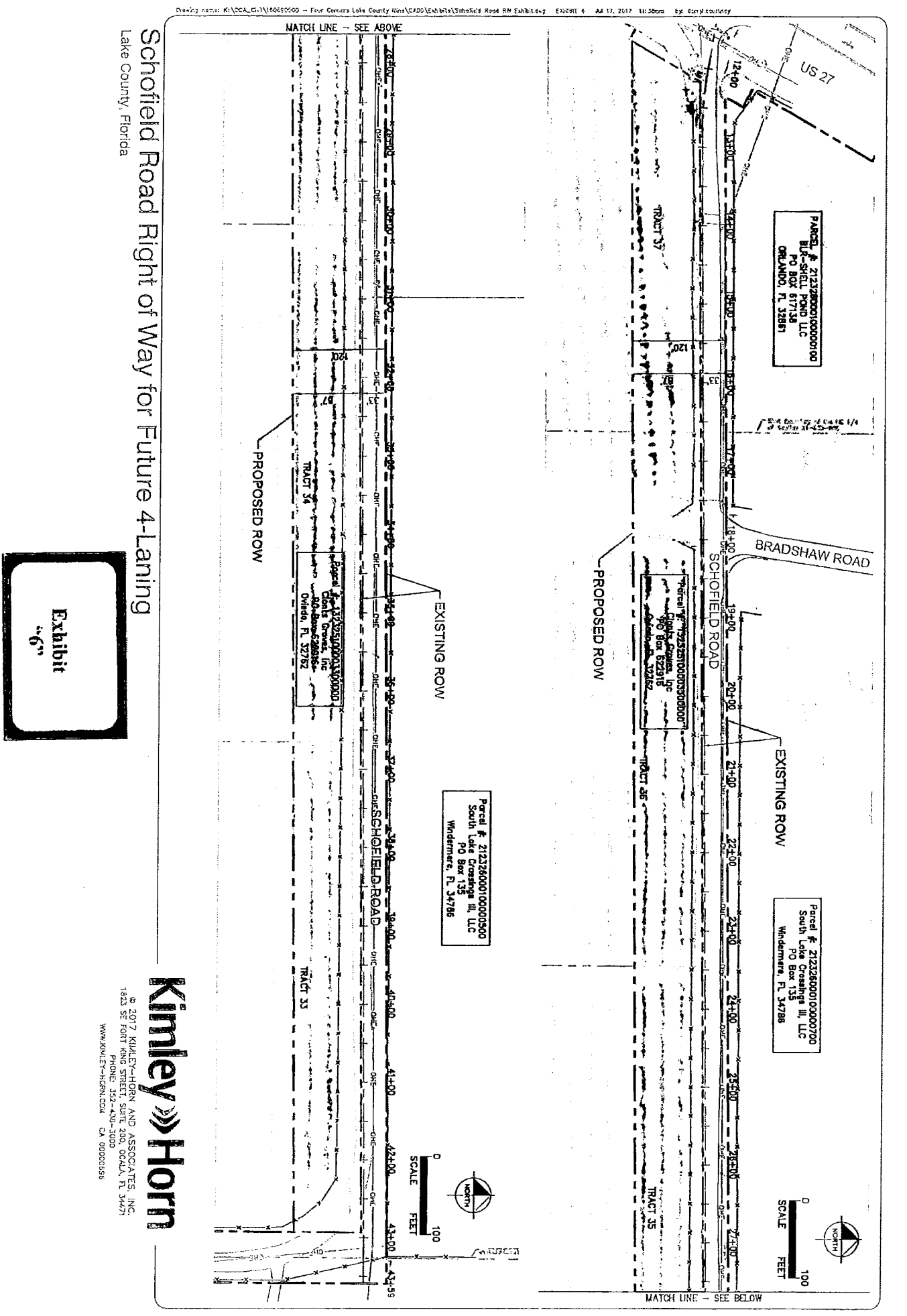


Exhibit "5"

TYPICAL SECTIONS ARE CONCEPTUAL AND SUBJECT TO REFINEMENT AND CHANGE DURING DESIGN.

SHEET NUMBER 02	FOUR CORNERS SAND MINE PREPARED FOR CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC LAKE COUNTY FLORIDA	SCHOFIELD ROAD CONCEPTUAL PLAN TYPICAL SECTIONS	KHA PROJECT 160690000 DATE AUGUST 2017 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY DSC CHECKED BY RVB	LICENSED PROFESSIONAL RICHARD V. BUSCHE, P.E. FLORIDA LICENSE NUMBER 58568 DATE:	Kimley»Horn © 2017 KIMLEY-HORN AND ASSOCIATES, INC. 101 EAST SILVER SPRINGS BLVD, SUITE 400, OCALA, FL 34470 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM CA 00000666

No.	REVISIONS	DATE	BY


Schofield Road Right of Way for Future 4-Laning
Lake County, Florida
Exhibit "6"
Kimley»Horn
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM CA 00000696
MATCH LINE – SEE ABOVE
MATCH LINE – SEE BELOW
US 27
BRADSHAW ROAD
SCHOFIELD ROAD
PROPOSED ROW
EXISTING ROW
TRACT 37
TRACT 36
TRACT 35
TRACT 34
TRACT 33
Parcel # 212326000100000100
BLP-SHELL POND LLC
PO BOX 617138
ORLANDO, FL 32861
Parcel # 212326000100000500
South Lake Crossings III, LLC
PO Box 135
Windermere, FL 34786
Parcel # 212326000100000700
South Lake Crossings III, LLC
PO Box 135
Windermere, FL 34786
Parcel # 212325100000330000
Clonts Groves, Inc
PO Box 622315
Oviedo, FL 32762
SCALE
0
100
FEET
NORTH

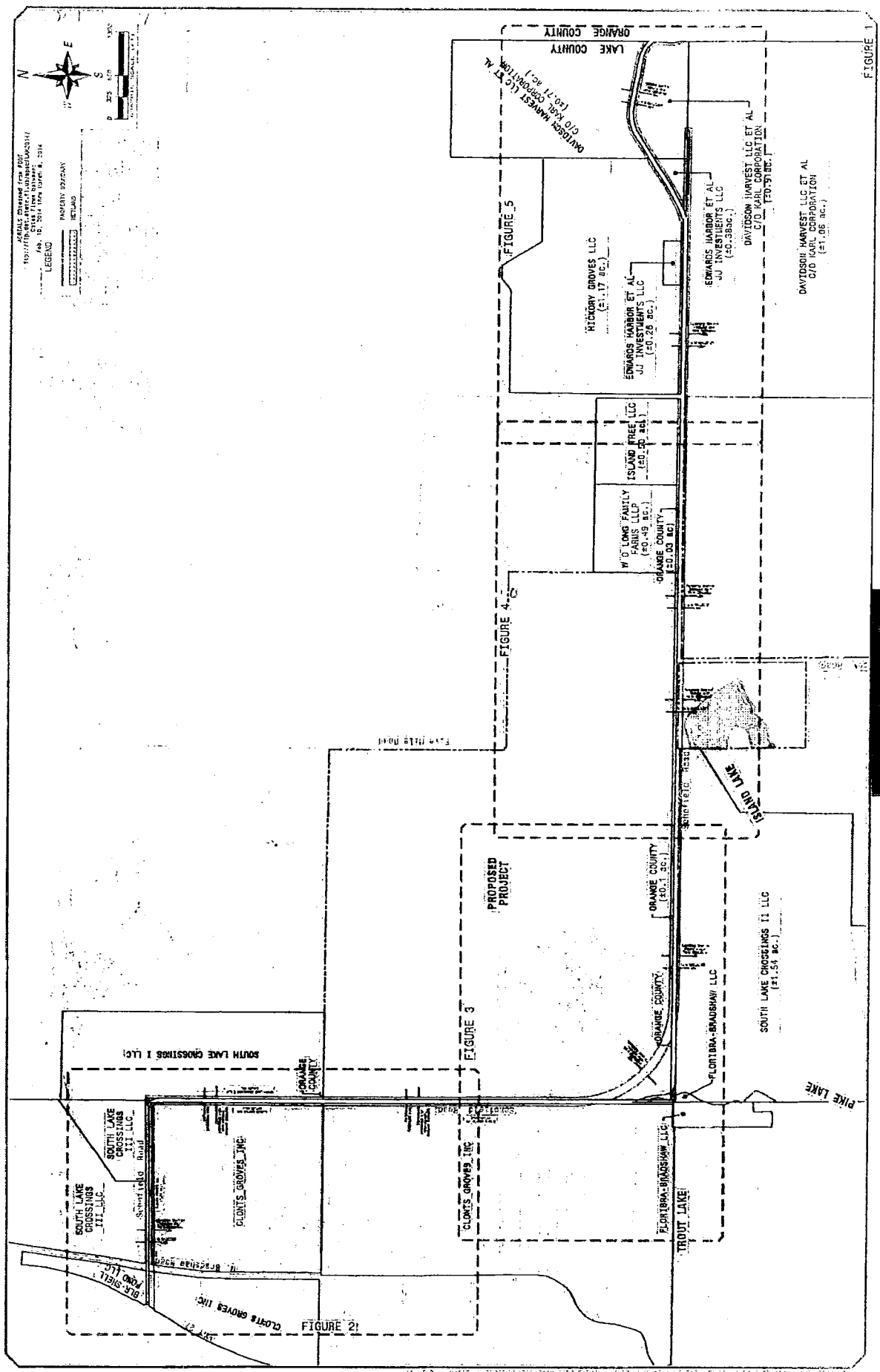
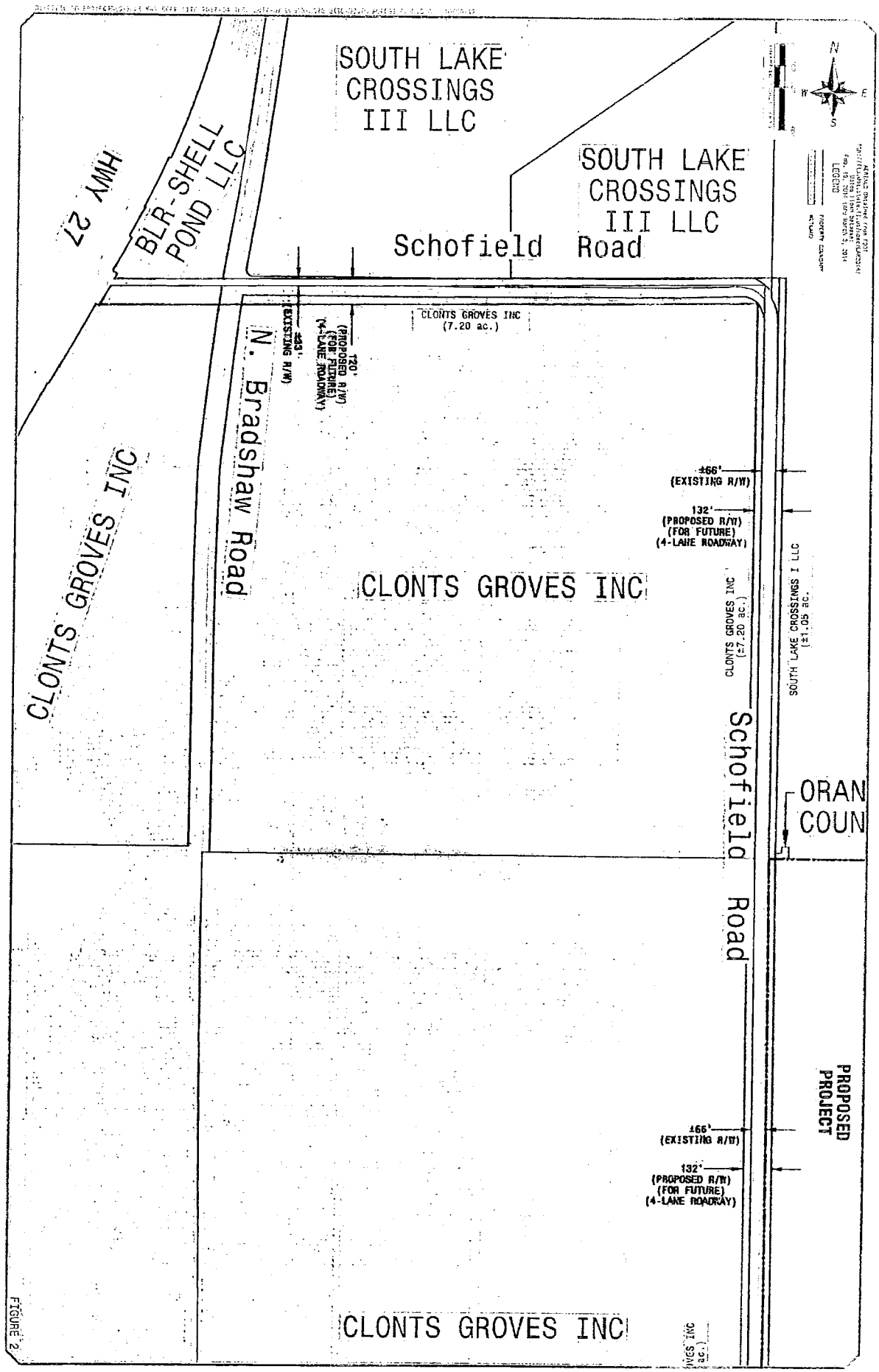
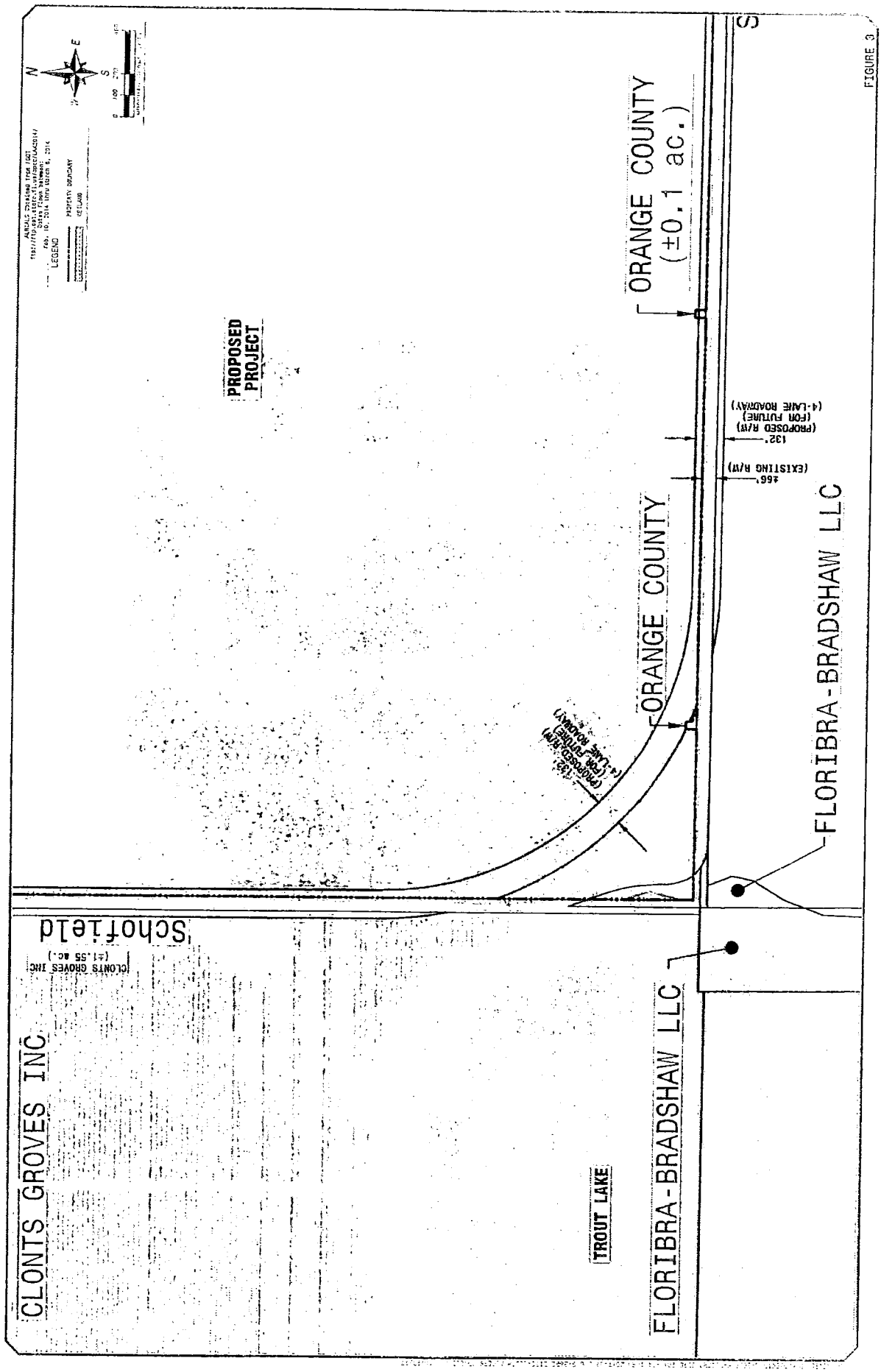
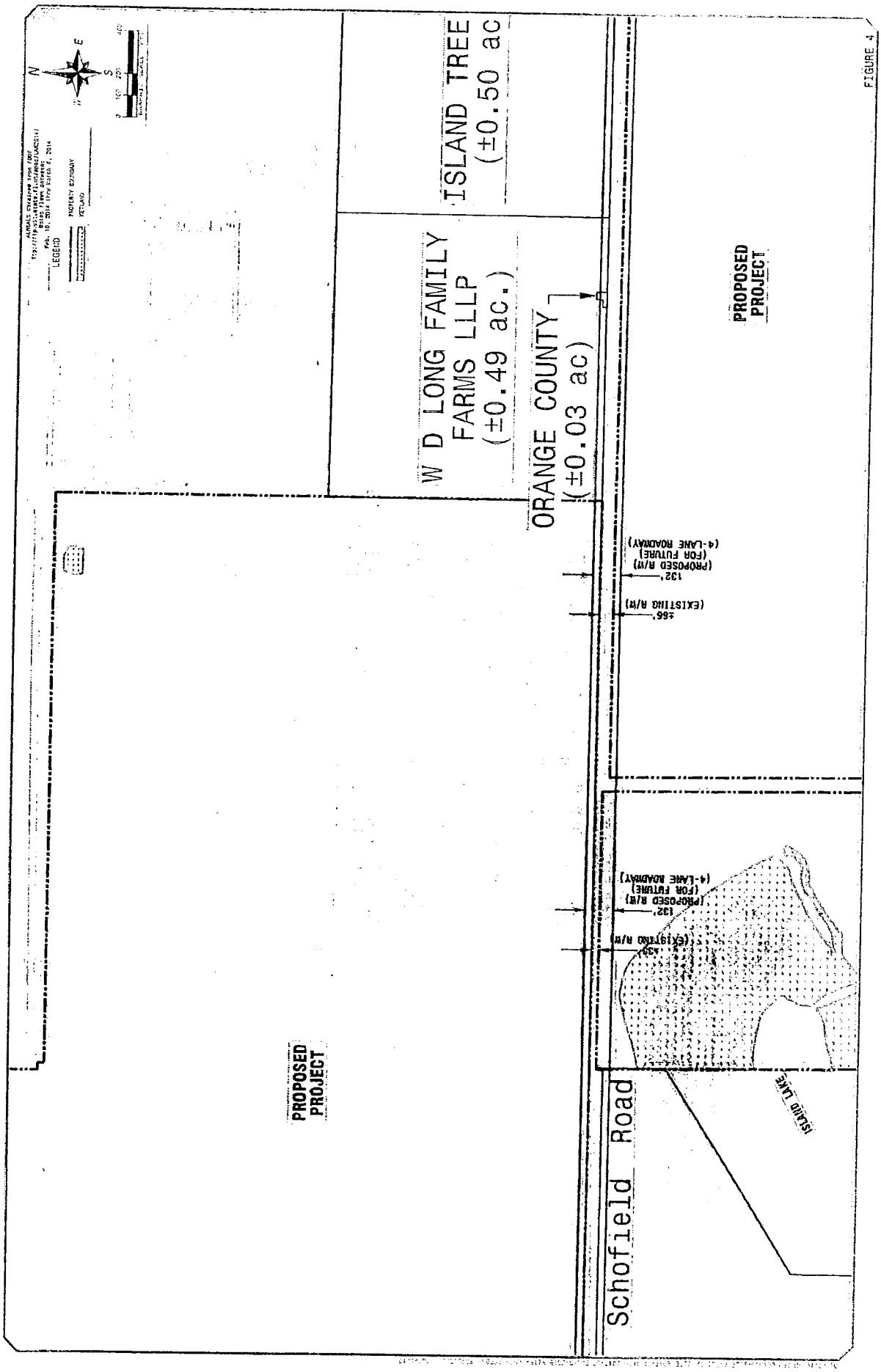

LAKE COUNTY
ORANGE COUNTY
FIGURE 1
FIGURE 2
FIGURE 3
FIGURE 4
FIGURE 5
PROPOSED PROJECT
DAVIDSON HARVEST LLC ET AL C/O KARL CORPORATION (±91.86 ac.)
EDWARDS HARBOR ET AL JJ INVESTMENTS LLC (±0.38ac.)
HICKORY GROVES LLC (±1.17 ac.)
ISLAND FREE LLC (±0.80 ac.)
ORANGE COUNTY (±0.03 ac)
ORANGE COUNTY (±0.1 ac.)
SOUTH LAKE CROSSINGS II LLC (±1.54 ac.)
FLORIDIRA-BRADSHAW LLC
CLONTS GROVES, INC
SOUTH LAKE CROSSINGS III, LLC
SOUTH LAKE CROSSINGS I LLC
ISLAND LAKE
PIKE LAKE
TROUT LAKE
Pine Hills Road
Schofield Road
Broadview Road
LEGEND
WETLAND
PROPERTY BOUNDARY

Exhibit "7"


SOUTH LAKE CROSSINGS III LLC
SOUTH LAKE CROSSINGS III LLC
HWY 27
BLR-SHELL POND LLC
Schofield Road
CLONTS GROVES INC (7.20 ac.)
±33' (EXISTING R/W)
120' (PROPOSED R/W) (FOR FUTURE) (4-LANE ROADWAY)
N. Bradshaw Road
CLONTS GROVES INC
±66' (EXISTING R/W)
132' (PROPOSED R/W) (FOR FUTURE) (4-LANE ROADWAY)
CLONTS GROVES INC
CLONTS GROVES INC (±7.20 ac.)
SOUTH LAKE CROSSINGS I LLC (±1.05 ac.)
Schofield Road
ORAN COUN
PROPOSED PROJECT
±66' (EXISTING R/W)
132' (PROPOSED R/W) (FOR FUTURE) (4-LANE ROADWAY)
CLONTS GROVES INC
FIGURE 2


PROPOSED PROJECT
ORANGE COUNTY (±0.1 ac.)
ORANGE COUNTY
FLORIBRA-BRADSHAW LLC
FLORIBRA-BRADSHAW LLC
CLONTS GROVES INC
Schofield
TROUT LAKE
(EXISTING R/W)
(PROPOSED R/W) (FOR FUTURE 4-LANE ROADWAY)
FIGURE 3


ISLAND TREE
(±0.50 ac
W D LONG FAMILY
FARMS LLLP
(±0.49 ac.)
ORANGE COUNTY
(±0.03 ac)
PROPOSED
PROJECT
PROPOSED
PROJECT
Schofield Road
ISLAND LAKE
LEGEND
FIGURE 4

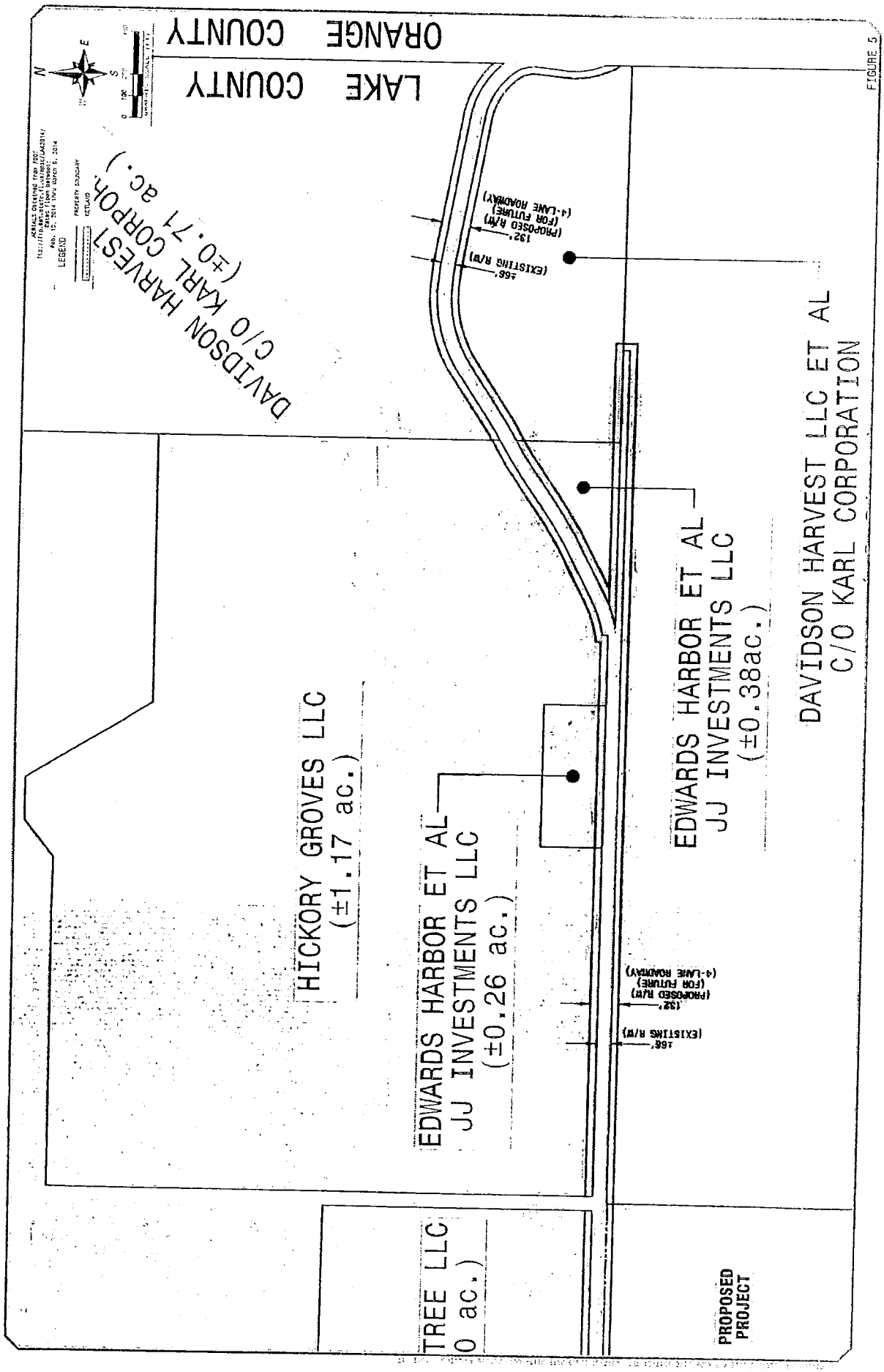

ORANGE COUNTY
LAKE COUNTY
DAVIDSON HARVEST LLC ET AL
C/O KARL CORPORATION
(±0.71 ac.)
EDWARDS HARBOR ET AL
JJ INVESTMENTS LLC
(±0.38ac.)
EDWARDS HARBOR ET AL
JJ INVESTMENTS LLC
(±0.26 ac.)
HICKORY GROVES LLC
(±1.17 ac.)
TREE LLC
0 ac.)
PROPOSED PROJECT
(PROPOSED R/W FOR FUTURE 4-LANE ROADWAY)
132'
(EXISTING R/W)
466'
LEGEND
FIGURE 5

EXHIBIT "__"

This Instrument Prepared By
And Return to:

Attorney for Grantor

Part of Tax Parcel Identification No.:

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT granted this ____ day of _____, 201__, by **[Name of Entity]** whose mailing address is _____ hereinafter the "**Grantor,**" in favor of **LAKE COUNTY, a political subdivision of the State of Florida ("County")**, whose mailing address is 315 West Main Street, Tavares, Florida 32778 and to **CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC**, a Florida limited liability company ("Cemex"), whose mailing address is _____. The County and CEMEX are sometimes herein collectively referred to as the "**Grantees.**"

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 dollars and other valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant to Grantees, their successors and assigns, a temporary construction easement ("Temporary Construction Easement") in, to, over, across and under the following described property in Lake County, Florida, to-wit:

SEE EXHIBIT "A"

The easement herein granted is for the purpose of accessing, clearing, excavating, grading, installing and constructing roadway and associated right-of-way improvements to Schofield Road ("Schofield Road Improvements"). The rights granted to Grantees by the Grantor specifically include the right of Grantees, their agents, employees, officers, successors, and contractors to: (i) erect, place, store operate and use construction equipment and materials in the Temporary Construction Easement area to facilitate the construction of the Schofield Road Improvements; (ii) construct and operate temporary travel lanes for the redirection of vehicular traffic by the traveling public within the Temporary Construction Easement area during the construction of Schofield Road Improvements; and (iii) ingress and egress over and across the Temporary Construction Easement area for the purposes stated herein. This Temporary Construction Easement shall become effective upon the execution of this Easement and shall expire upon the earlier: (i) the completion of the Schofield Road Improvements as approved by the

County; and (ii) thirty (30) months after the effective date of this Temporary Construction Easement. Upon expiration of this Temporary Construction Easement, this instrument shall terminate automatically and all interests herein conveyed shall revert to the Grantor, its successors and assigns. Upon requested by the Grantor, the Grantees shall be required to execute and record in the public records an instrument confirming the termination of this Temporary Construction Easement. Upon completion of the Schofield Road Improvements, CEMEX shall restore the Temporary Construction Easement area to its pre-construction condition as of the effective date of this easement, at CEMEX's sole cost and expense.

Grantees shall exercise their rights and privileges hereunder at their own risk and expense. Throughout the term of this easement, Cemex shall maintain general liability insurance with coverage of not less than Two Million Dollars ($2,000,000.00). Upon request by Grantor, Cemex shall furnish evidence of such insurance to Grantor. Cemex agrees to save, defend, indemnify, release, and hold harmless the Grantor against and from all disputes, lawsuits, injuries, losses, liabilities, obligations, damages, adverse matters, penalties, claims, estoppel claims, costs, charges and expenses, including reasonable consultants' and attorneys' fees which may be imposed upon, incurred by, or asserted or claimed against it, resulting or arising from or in any way connected or related to the construction of the Schofield Road Improvements and the Cemex's (including those persons exercising rights through Cemex) exercise of their rights under this easement, including without limitation, the use of the Temporary Construction Easement by the travelling public. The terms of this indemnification shall survive for four (4) years after the expiration of the term of this easement. Nothing herein is intended as a waiver of sovereign immunity by the County, although County shall indemnify Grantor to the extent allowed by Section 768.28, Florida Statutes.

Grantor covenants and warrants to Grantees that Grantor owns the property where the Temporary Construction Easement is located and has the right to grant the easement described herein. This Temporary Construction Easement and the rights and obligations contained herein shall be deemed to run with the title to the land referred to herein for the benefit of the Grantees and the burden of the Grantor, and their successors and assigns, until its expiration and termination under the terms of this instrument.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signature Pages to Follow

Temporary Construction Easement

Signed, sealed and delivered
in the presence of:

[Name of Entity]

_____
Signature

_____
[Name and Title]

_____
Print

_____
Signature

_____
Print

STATE OF FLORIDA:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by [Name and Title] [who is personally known _____ or who produced identification of the following type:

NOTARY PUBLIC
STATE OF FLORIDA

Notary Stamp:

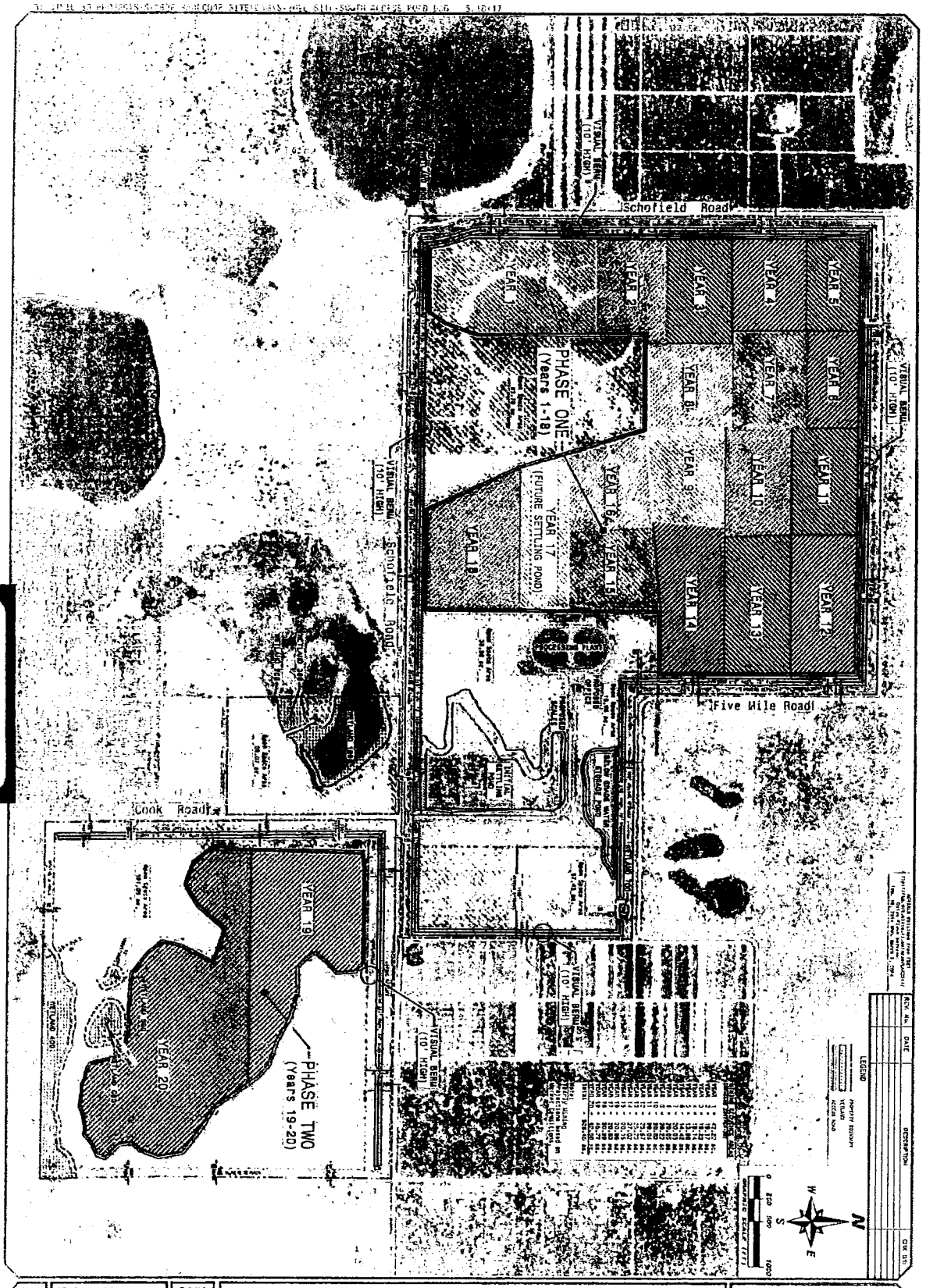
_____
Signature

_____
Print Name

#54370168

EXHIBIT 9
INTENTIONALLY REMOVED

Exhibit "10"



CONCEPTUAL MINE SEQUENCE PLAN

FOUR CORNERS SAND MINE

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC.

LAKE COUNTY, FLORIDA

THE COLINAS GROUP, INC.

SHEET 14 OF 27

Agricultural Uses for Cemex Property

1. General Agriculture. Establishments for the keeping, grazing or feeding of livestock and animals; feedlots; croplands; aquaculture; silviculture; apiaries; honey extracting; and buildings which are an accessory use to these agricultural uses.

2. Non-intensive Agriculture. The milking, feeding, or sheltering of farm animals.

3. Family Garden. A private garden that is the principal use of the property, and that is planted for the cultivation, harvesting and personal use or consumption of fruits, flowers, vegetables or ornamental plants by one (1) person, family or subdivision community.

4. Plant Nurseries. The cultivation for sale of horticultural specialties such as flowers, shrubs, and trees, intended for ornamental or landscaping purposes. Greenhouses are included in this classification

5. Roadside Farm Stands. Stands that are used to show and sell products all of which are raised or produced on the land on which they are located.



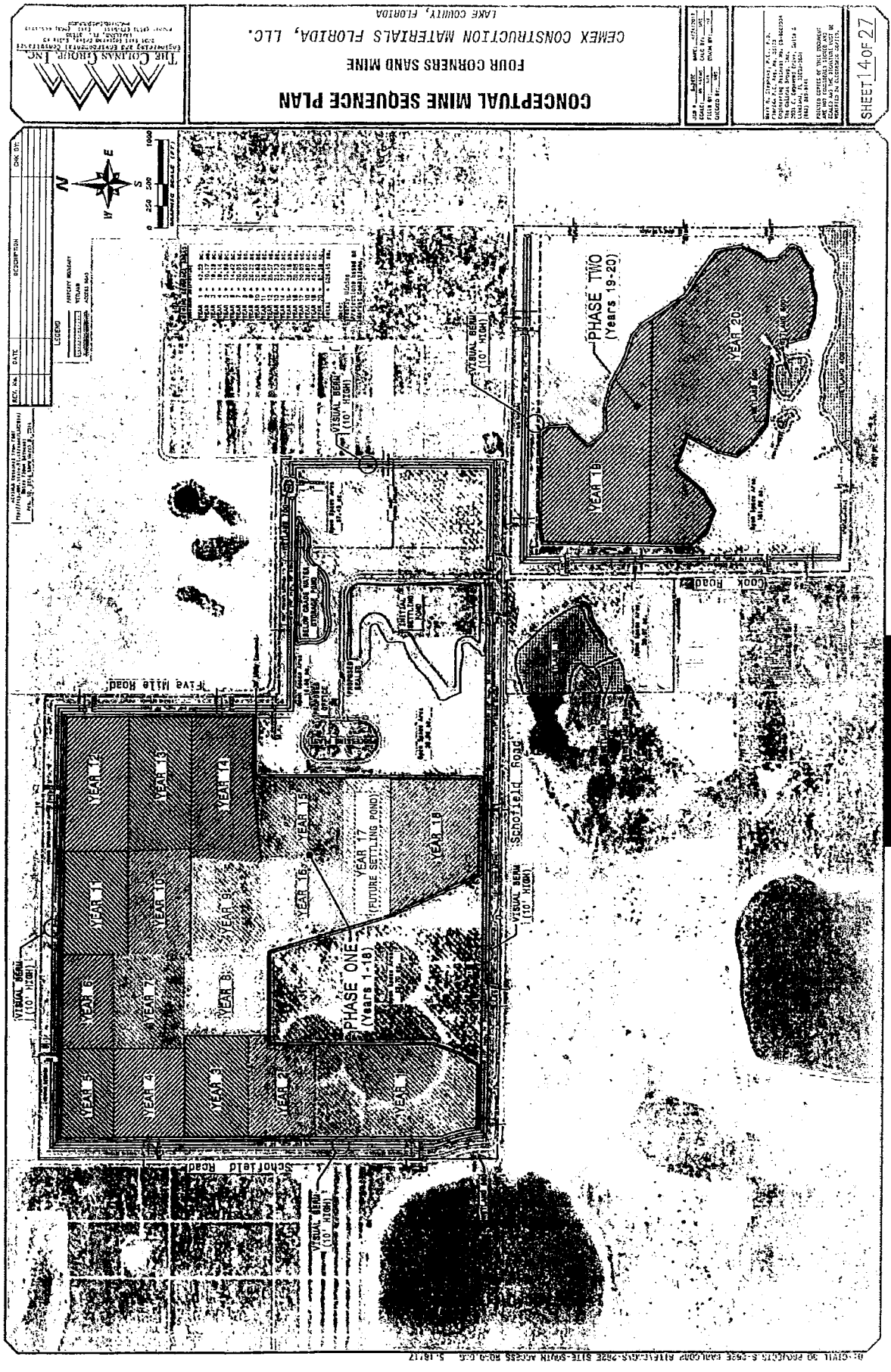

CONCEPTUAL MINE SEQUENCE PLAN
FOUR CORNERS SAND MINE
CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC.
LAKE COUNTY, FLORIDA
SHEET 14 OF 27
PHASE ONE
(Years 1-18)
PHASE TWO
(Years 19-20)
YEAR 1
YEAR 2
YEAR 3
YEAR 4
YEAR 5
YEAR 6
YEAR 7
YEAR 8
YEAR 9
YEAR 10
YEAR 11
YEAR 12
YEAR 13
YEAR 14
YEAR 15
YEAR 16
YEAR 17
FUTURE SETTLING POND
YEAR 18
YEAR 19
YEAR 20
VISUAL BERM (10' HIGH)
Schofield Road
Cook Road
Tava Hills Road

Exhibit "12"

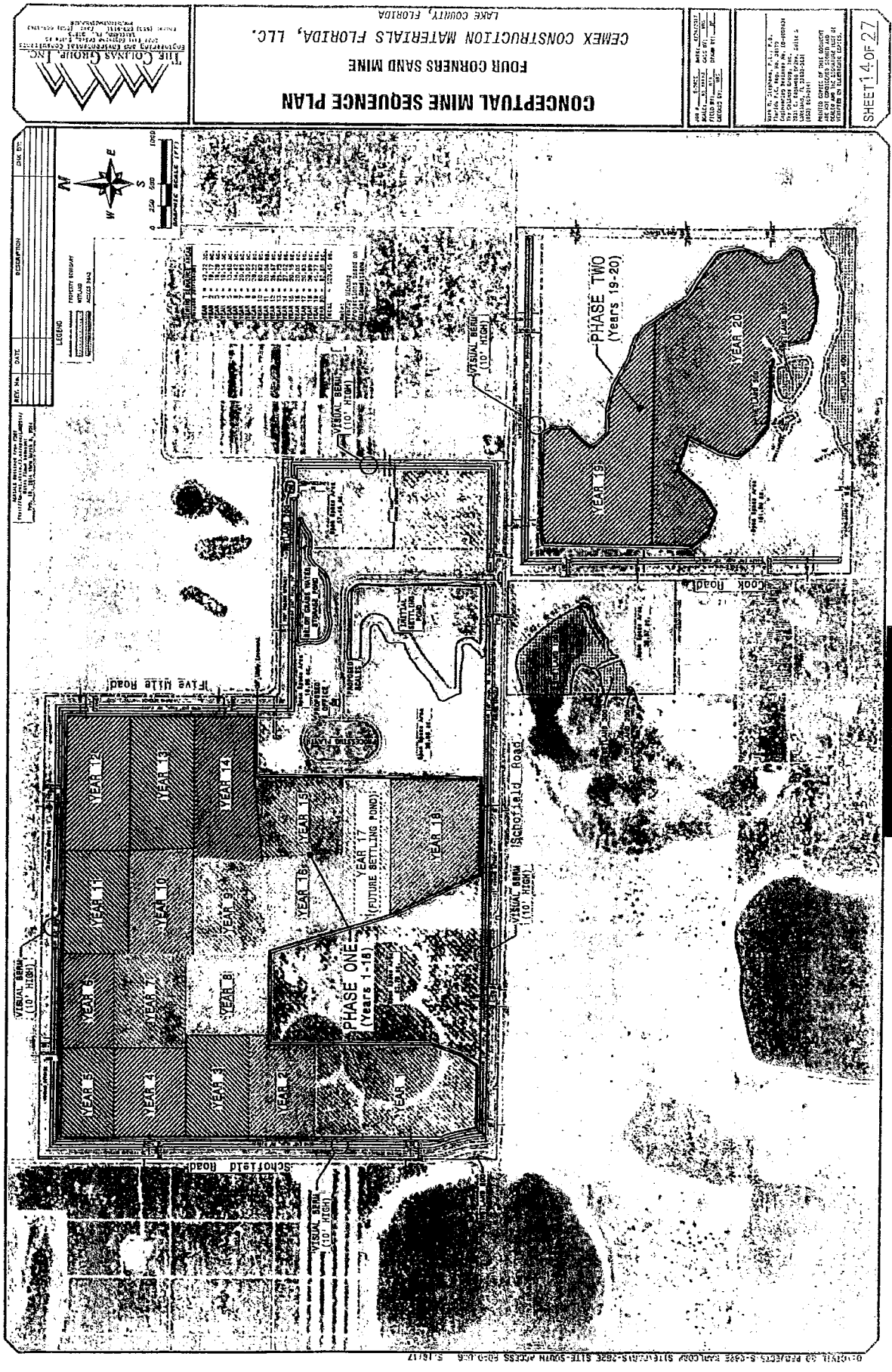
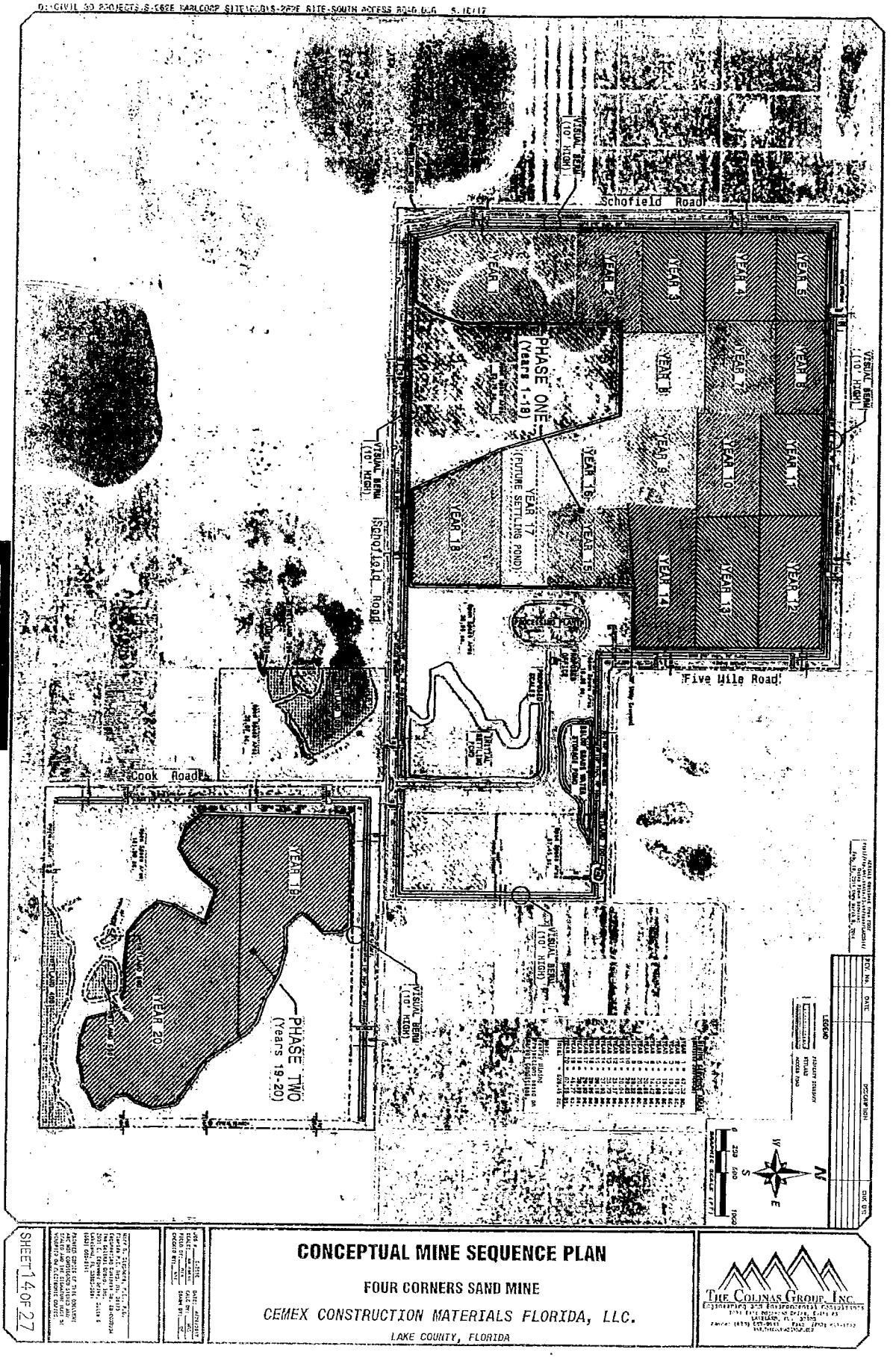

CONCEPTUAL MINE SEQUENCE PLAN
FOUR CORNERS SAND MINE
CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC.
LAKE COUNTY, FLORIDA
SHEET 14 OF 27
PHASE ONE (Years 1-18)
PHASE TWO (Years 19-20)
YEAR 1
YEAR 2
YEAR 3
YEAR 4
YEAR 5
YEAR 6
YEAR 7
YEAR 8
YEAR 9
YEAR 10
YEAR 11
YEAR 12
YEAR 13
YEAR 14
YEAR 15
YEAR 16
YEAR 17 (FUTURE SETTLING POND)
YEAR 18
YEAR 19
YEAR 20
VISUAL BERM (10' HIGH)
Schofield Road
Cook Road
Teaves Hills Road

Exhibit "13"

Exhibit "14"



CONCEPTUAL MINE SEQUENCE PLAN

FOUR CORNERS SAND MINE

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC.

LAKE COUNTY, FLORIDA

THE COLINAS GROUP, INC.

SHEET 14 OF 27

INSTRUMENT#: 2020009665 OR BK 5410 PG 2373 PAGES: 39 1/24/2020 11:52:26 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $333.00 DEED DOC:$0.70

DEED OF CONSERVATION EASEMENT STANDARD WITH THIRD PARTY BENEFICIARY RIGHTS

Prepared by
CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
1501 Belvedere Road
West Palm Beach, Florida 33406

Return original or certified recorded document to

FDEP Division of Water Resource Management/ATTN Zachanah Shely
2600 Blairstone Road MS 3577
Tallahassee FL 32399

THIS DEED OF CONSERVATION EASEMENT is given this 11th day of OCTOBER, 2019, by Lake Louisa LLC ("Grantor") whose mailing address is 200 W Forsyth St 7th Floor Jacksonville FL 32202 to Florida Department of Environmental Protection ("Grantee") with third party enforcement rights to the Lake County Board of County Commissioners ("Third Party Beneficiary") As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined), the term "Grantee" shall include any successor or assignee of Grantee, and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Lake County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"), and

WHEREAS, Permit No 320851 003 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida, and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704 06, Florida Statutes (F S), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"), and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions, and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition, and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever

The scope, nature, and character of this Conservation Easement shall be as follows

1 Recitals The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement

2 Purpose It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704 06, F S Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto)

To carry out this purpose, the following rights are conveyed to Grantee by this easement

a To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry, and

b To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement

3 Prohibited Uses Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area

a Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground,

b Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials,

c Removing, destroying or trimming trees, shrubs, or other vegetation, except

i The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized,

ii The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized,

iii Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized, and

iv Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities All such activities may only be completed during the time period for which the Grantee approved the plan,

d Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface,

e Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition,

f Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing,

g Acts or uses detrimental to such aforementioned retention of land or water areas, and

h Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance

4 Grantor's Reserved Rights Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement

5 Rights of the Third Party Beneficiary The Third Party Beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including

a The right to take action to preserve and protect the environmental value of the Conservation Easement Area,

b The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use,

c The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement, and

d The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities

The Grantor, including their successors or assigns, shall provide the Third Party Beneficiary at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Third Party Beneficiary The Grantee shall consider any comments or objections from the Third Party Beneficiary when making the final decision to release or amend this Conservation Easement

6 No Dedication No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement

7 Grantee's and Third Party Beneficiary's Liability Grantee's liability is limited as provided in Subsection 704 06(10) and Section 768 28, F S Additionally, Grantee and Third Party Beneficiary

shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area

8 Enforcement Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement

9 Third Party Beneficiary's Enforcement Rights The Third Party Beneficiary of this Conservation Easement, shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement Third Party Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement

10 Taxes When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request

11 Assignment Grantee will hold this Conservation Easement exclusively for conservation purposes Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws

12 Severability If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved

13 Terms and Restrictions Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement

14 Written Notice All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest

15 Modifications This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Lake County, Florida

16 Recordation Grantor shall record this Conservation Easement in timely fashion in the Official Records of Lake County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records

TO HAVE AND TO HOLD unto Grantee forever The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple, that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement, all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement, that Grantor has good right and lawful authority to convey this Conservation Easement, and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever

IN WITNESS WHEREOF, John D Baker II ("Grantor") has hereunto set its authorized hand this 20th day of January, 2020

Lake Louisa, LLC,

☑ A Florida corporation or ☐ _____ (*choose one*)

By John D Baker II
(Signature)

Name John D Baker II
(Print)

Title CEO

Signed, sealed and delivered in our presence as witnesses

By Linda L. Powers
(Signature)

Name Linda L. Powers
(Print)

By Doris H. Wilson
(Signature)

Name Doris H. Wilson
(Print)

STATE OF FLORIDA
COUNTY OF Duval

On this 20th of January, 2020, before me, the undersigned notary public, personally appeared John D. Baker II, the person who subscribed to the foregoing instrument, as the CEO (title), of Lake Louisa, LLC ☐ (corporation), a Florida corporation, or ☑ LLC (*choose one*) and acknowledged that he/she executed the same on behalf of said ☐ corporation, or ☐ _____ (*choose one*) and the he/she was duly authorized to do so He/She is personally known to me or has produced a _____ (state) driver's license as identification

IN WITNESS WHEREOF, I hereunto set my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Michelle M Scott
(Signature)

Michelle M Scott
(Name)

My Commission Expires 1/28/2022

MICHELLE M. SCOTT
Commission # GG 175324
Expires January 28, 2022
Bonded Thru Budget Notary Services

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars ($10 00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Cemex Construction Materials Florida, LLC the owner and holder of a contingent mortgage and security agreement dated May 12, 2012, in an indeterminate amount, given by Lake Louisa, LLC ("Grantor" or "Mortgagor") to Cemex Construction Materials Florida, LLC ("Holder" or "Mortgagee"), encumbering real property that includes the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book 4166 at Page 1980 (hereinafter referred to as the "Mortgage"), as a condition of Permit 320851-003, hereby joins in, consents to and subordinates the lien of its Mortgage as it pertains to the Conservation Easement Area, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by Lake Louisa, LLC in favor of Florida Department of Environmental Protection, applicable to the Conservation Easement Area, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage as applicable to the Conservation Easement Area shall be subject and subordinate to the Conservation Easement

15th **IN WITNESS WHEREOF**, this Mortgagee Joinder, Consent and Subordination is made this day of OCTOBER, 2019

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
(Holder of Mortgage)

By _____
(Signature)

Name RYAN E MAHONEY

Title VICE PRESIDENT
(Print)

WITNESSES

By _____
(Signature)

Name CHARLOWE C SOLDEX
(Print)

By _____
(Signature)

Name RAFAEL JIMENEZ
(Print)

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 15th day of October, 2019, by Ryan Mahoney (print name), as Vice President (title) of **Cemex Construction Materials Florida, LLC** (Holder of Mortgage), on behalf of **Lake Louisa, LLC** (Grantor of the Conservation Easement) He/She is personally known to me or has produced a _____ (state) driver's license as identification

IN WITNESS WHEREOF, I hereunto set my hand and official seal NOTARY PUBLIC, STATE OF FLORIDA

_____
(Signature)

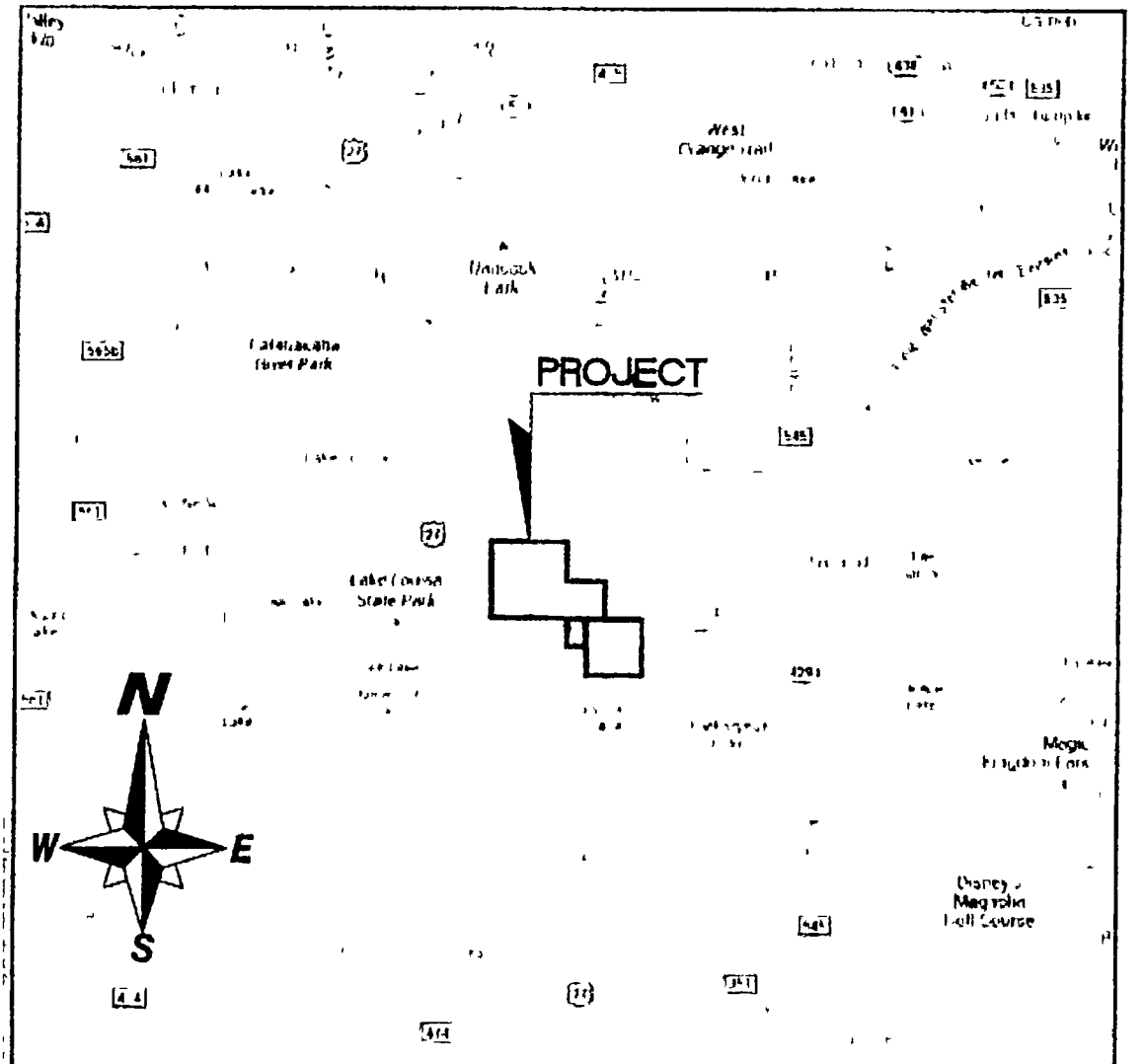
Jacqueline Rivera
(Name)

My Commission Expires 1/13/21

JACQUELINE RIVERA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG056525
Expires 1/13/2021

Exhibit A

(Location Map)



Vicinity Map
Section 26, 27, and 35,
Township 23 South, Range 26 East,
Lake County, Florida

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

Sketch & Description
Four Corners Sand Mine
Conservation Easement #1
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Conservation Easement #1 As Written by SurvTech Solutions

A parcel of land lying and being in the Northwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows

COMMENCE at the Northwest corner of Section 35, Township 23 South, Range 26 East, Lake County, Florida, thence coincident with the West Boundary of the Northwest 1/4 of said Section 35, S 00 36'08" E a distance of 136 15 feet to the POINT OF BEGINNING, thence departing said West Boundary, N 77 07'32" E a distance of 65 72 feet, thence N 75 03 42 E a distance of 46 32 feet thence N 66 40'16" E a distance of 36 96 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 62 00 feet, a delta angle of 06 29'20" and being subtended by a chord bearing N 69 54'56" E for a distance of 7 02 feet, thence coincident with the arc of said curve a distance of 7 02 feet, thence N 73 09'37" E a distance of 42 90 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 62 00 feet, a delta angle of 03 25'24' and being subtended by a chord bearing N 74 52'19' E for a distance of 3 70 feet, thence coincident with the arc of said curve a distance of 3 70 feet, thence N 76 35'01" E a distance of 26 78 feet, thence S 87 04'55" E a distance of 62 33 feet thence S 89 41'11" E a distance of 100 00 feet, thence S 75 31'55" E a distance of 56 42 feet thence S 86 53'56" E a distance of 45 35 feet, thence S 73 50'36" E a distance of 18 36 feet, thence S 60 11'21" E a distance of 38 55 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 18 21'43" and being subtended by a chord bearing S 51 00'29" E for a distance of 15 96 feet, thence coincident with the arc of said curve a distance of 16 02 feet, thence S 41 49'38" E a distance of 115 93 feet, thence S 43 28'05" E a distance of 100 78 feet, thence S 49 23'42" E a distance of 61 64 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 10 33'38" and being subtended by a chord bearing S 44 06'53" E for a distance of 9 20 feet, thence coincident with the arc of said curve a distance of 9 22 feet thence S 38 50'03" E a distance of 107 14 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 02 23'35" and being subtended by a chord bearing S 37 38'16" E for a distance of 2 09 feet, thence coincident with the arc of said curve a distance of 2 09 feet, thence S 36 26'28" E a distance of 123 12 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 04 12'01' and being subtended by a chord bearing S 34 20'28' E for a distance of 3 66 feet, thence coincident with the arc of said curve a distance of 3 67 feet, thence S 32 14 27 E a distance of 80 95 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 02 44'12" and being subtended by a chord bearing S 30 52'21" E for a distance of 2 39 feet, thence coincident with the arc of said curve a distance of 2 39 feet, thence S 29 30'15" E a distance of 131 34 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 02 23'54" and being subtended by a chord bearing S 28 18'18" E for a distance of 2 09 feet,

CONTINUED ON SHEET 2...

BSM
BY SK
Date 5 21 2019

Digitally signed by Stacy Brown
Date 2019 05,19 07 11 43 -05'00

Stacy L Brown P S M No 6516
SurvTech Solutions, Inc LB No 7340

Drafted By T McClintic *Project No 20110166*
Date Drafted 06/05/18 *Phase 13*
Revision Date 11/20/18 *Drawing Name 20110166_13SK1*
Approved By S Brown *Last Field Date N/A*
Date Approved 06/14/18 *Field Book/Page N/A*

SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
10220 U S Highway 92 East, Tampa, FL 33610
phone (813)-621-4929, fax (813)-621-7194, Licensed Business #7340
email sbrown@survtechsolutions com http//www survtechsolutions com

1) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper
2) The bearing structure for this survey is based on a Florida East State Plane grid bearing of S 00 36'08" E for the West Boundary of the NW ¼ of Section 35-23S-26E
3) THIS IS NOT A BOUNDARY SURVEY

SURVEYING TODAY WITH TOMORROW'S TECHNOLOGY

Date Plotted 11/20/2018 3 34 02 PM By Tim McClintic

Sketch & Description
Four Corners Sand Mine
Conservation Easement #1
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Conservation Easement #1 As Written by SurvTech Solutions

... CONTINUED FROM SHEET 1

thence coincident with the arc of said curve a distance of 2 09 feet, thence S 27°06'21 ' E a distance of 96 50 feet to a point coincident with a tangent curve concave to the West, said curve having a radius of 50 00 feet a delta angle of 30 54'45" and being subtended by a chord bearing S 11 38'59" E for a distance of 26 65 feet, thence coincident with the arc of said curve a distance of 26 98 feet to a point coincident with a curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 16 56'32" and being subtended by a chord bearing S 60 51'43" E for a distance of 14 73 feet, thence coincident with the arc of said curve a distance of 14 78 feet, thence S 52 23'27" E a distance of 24 62 feet to a point coincident with a tangent curve concave to the West, said curve having a radius of 50 00 feet, a delta angle of 82 22'20" and being subtended by a chord bearing S 11 12'17" E for a distance of 65 85 feet, thence coincident with the arc of said curve a distance of 71 88 feet, thence S 29 58'52" W a distance of 7 88 feet to a point coincident with a tangent curve concave to the Northwest, said curve having a radius of 50 00 feet, a delta angle of 02 28 44 and being subtended by a chord bearing S 31 13'14" W for a distance of 2 16 feet, thence coincident with the arc of said curve a distance of 2 16 feet, thence S 32 27'37" W a distance of 60 30 feet to a point coincident with a tangent curve concave to the Northwest, said curve having a radius of 50 00 feet, a delta angle of 10 14'54" and being subtended by a chord bearing S 37 35'04" W for a distance of 8 93 feet, thence coincident with the arc of said curve a distance of 8 94 feet, thence S 42 42'31" W a distance of 45 35 feet to a point coincident with a tangent curve concave to the Northwest, said curve having a radius of 50 00 feet, a delta angle of 33 47'48 and being subtended by a chord bearing S 59 36 25" W for a distance of 29 07 feet, thence coincident with the arc of said curve a distance of 29 49 feet, thence S 76 30 19" W a distance of 72 70 feet to a point coincident with a tangent curve concave to the North, said curve having a radius of 50 00 feet a delta angle of 12 54'53" and being subtended by a chord bearing S 82 57'45" W for a distance of 11 25 feet, thence coincident with the arc of said curve a distance of 11 27 feet, thence S 89 25'12" W a distance of 24 90 feet, thence S 59 54'50" W a distance of 23 16 feet to a point coincident with a tangent curve concave to the Northwest, said curve having a radius of 50 00 feet, a delta angle of 03 49'09" and being subtended by a chord bearing S 61 49'25" W for a distance of 3 33 feet, thence coincident with the arc of said curve a distance of 3 33 feet, thence S 63 43'59" W a distance of 47 97 feet, thence S 54 00'33" W a distance of 114 07 feet, thence S 52°46'31" W a distance of 50 46 feet, thence S 29 38'35" W a distance of 8 82 feet to a point coincident with a tangent curve concave to the Northwest, said curve having a radius of 50 00 feet, a delta angle of 49 34'27" and being subtended by a chord bearing S 54 25'49" W for a distance of 41 92 feet, thence coincident with the arc of said curve a distance of 43 26 feet, thence S 79 13'02" W a distance of 27 14 feet to a point coincident with a tangent curve concave to the North, said curve having a radius of 50 00 feet, a delta angle of 30 58'05" and being subtended by a chord bearing N 85 17'56" W for a distance of 26 70 feet, thence coincident with the arc of said curve a distance of 27 02 feet, thence N 69 48'53" W a distance of 10 03 feet, thence S 75 23'11" W a distance of 7 63 feet to a point coincident with a tangent curve concave to the North, said curve having a radius of 50 00 feet, a delta angle of 05 11 38' and being subtended by a chord bearing S 77 59 00" W for a distance of 4 53 feet, thence coincident with the arc of said curve a distance of 4 53 feet, thence S 80 34'50 ' W a distance of 23 17 feet, thence S 51 36'36" W a distance of 65 58 feet thence S 12 40'51" W a distance of 31 62 feet to a point coincident with a tangent curve concave to the Northwest, said curve having a radius of 50 00 feet a delta angle of 74 26'25" and being subtended by a chord bearing S 49 54'03" W for a distance of 60 49 feet, thence coincident with the arc of said curve a distance of 64 96 feet to a point coincident with a curve concave to the Northwest, said curve having a radius of 50 00 feet, a delta angle of 56 57'27" and being subtended by a chord bearing S 42 49'33" W for a distance of 47 68 feet, thence coincident with the arc of said curve a distance of 49 70 feet, thence S 71 18 16" W a distance of 49 00 feet, thence S 60 36 00 W a distance of 51 01 feet to a point coincident with a tangent curve concave to the North, said curve having a radius of 50 00 feet, a delta angle of 20 58'36" and being subtended by a chord bearing S 71 05'18 W for a distance of 18 20 feet, thence

CONTINUED ON SHEET 3...

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
10220 U S Highway 92 East, Tampa, FL 33610
phone (813)-621-4929 fax (813)-621-7194, Licensed Business #7340
email sbrown@survtechsolutions com http //www survtechsolutions com

Sketch & Description
Four Corners Sand Mine
Conservation Easement #1
Section 35, Township 23 South, Range 26 East
Lake County, Florida

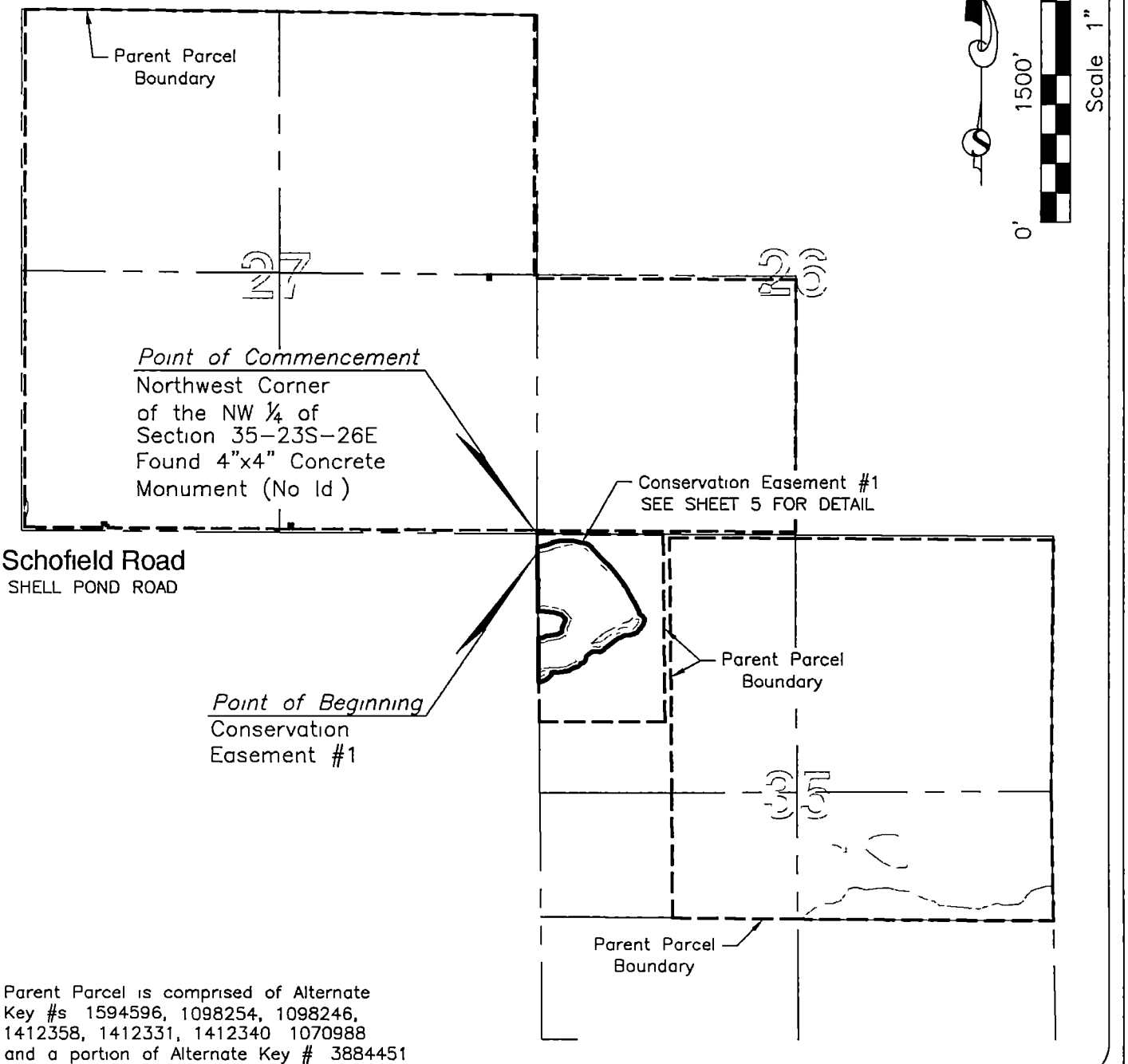
Conservation Easement #1 As Written by SurvTech Solutions

. **CONTINUED FROM SHEET 2**

coincident with the arc of said curve a distance of 18 31 feet, thence S 81 34'36" W a distance of 74 64 feet to a point coincident with a tangent curve concave to the North, said curve having a radius of 50 00 feet, a delta angle of 05 46 34 and being subtended by a chord bearing S 84°27'53" W for a distance of 5 04 feet, thence coincident with the arc of said curve a distance of 5 04 feet, thence S 87 21'10' W a distance of 79 89 feet to a point coincident with a non-tangent curve concave to the Northwest, said curve having a radius of 50 00 feet, a delta angle of 43 50'27' and being subtended by a chord bearing S 24 16'27" W for a distance of 37 33 feet, thence coincident with the arc of said curve a distance of 38 26 feet, thence S 46 11'40" W a distance of 43 70 feet to a point coincident with a tangent curve concave to the Northwest, said curve having a radius of 50 00 feet, a delta angle of 21 15'01" and being subtended by a chord bearing S 56 49'11" W for a distance of 18 44 feet, thence coincident with the arc of said curve a distance of 18 54 feet, thence S 67 26'41" W a distance of 59 32 feet to a point coincident with a tangent curve concave to the North, said curve having a radius of 50 00 feet, a delta angle of 21 57'11" and being subtended by a chord bearing S 78 25'16" W for a distance of 19 04 feet, thence coincident with the arc of said curve a distance of 19 16 feet to a point coincident with the aforesaid West Boundary of the Northwest 1/4 of said Section 35, thence coincident with said West Boundary N 00 36'08" W a distance of 452 90 feet, thence departing said West Boundary, N 83 51'15" E a distance of 47 37 feet, thence N 65 34'11" E a distance of 33 06 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 15 58'20" and being subtended by a chord bearing N 73 33'21" E for a distance of 13 89 feet, thence coincident with the arc of said curve a distance of 13 94 feet, thence N 81 32'31" E a distance of 65 55 feet, thence N 79 36'21" E a distance of 49 02 feet, thence N 58 56'18" E a distance of 47 71 feet, thence N 03 59'34" E a distance of 52 50 feet to a point coincident with a tangent curve concave to the Southeast, said curve having a radius of 50 00 feet, a delta angle of 37 40'18" and being subtended by a chord bearing N 22 49 43" E for a distance of 32 29 feet, thence coincident with the arc of said curve a distance of 32 87 feet, thence N 41 39'52" E a distance of 10 94 feet thence N 17 16'49" E a distance of 32 42 feet to a point coincident with a tangent curve concave to the East said curve having a radius of 50 00 feet, a delta angle of 08 43'07" and being subtended by a chord bearing N 21 38'23" E for a distance of 7 60 feet, thence coincident with the arc of said curve a distance of 7 61 feet, thence N 44 55'52" W a distance of 65 05 feet, thence N 74 03'53" W a distance of 75 61 feet, thence N 81 48'43" W a distance of 95 88 feet, thence N 89 53'35" W a distance of 29 71 feet, thence S 84 27'07" W a distance of 35 77 feet to a point coincident with a tangent curve concave to the North, said curve having a radius of 50 00 feet, a delta angle of 04 56'45" and being subtended by a chord bearing S 86 55'29" W for a distance of 4 31 feet, thence coincident with the arc of said curve a distance of 4 32 feet to a point coincident with the aforesaid West Boundary of the Northwest 1/4 of said Section 35 thence coincident with said West Boundary, N 00 36'08" W a distance of 658 05 feet to the POINT OF BEGINNING

Containing an area of 989450 54 square feet, 22 715 acres, more or less

Sketch & Description
Four Corners Sand Mine
Conservation Easement #1
Section 35, Township 23 South, Range 26 East
Lake County, Florida

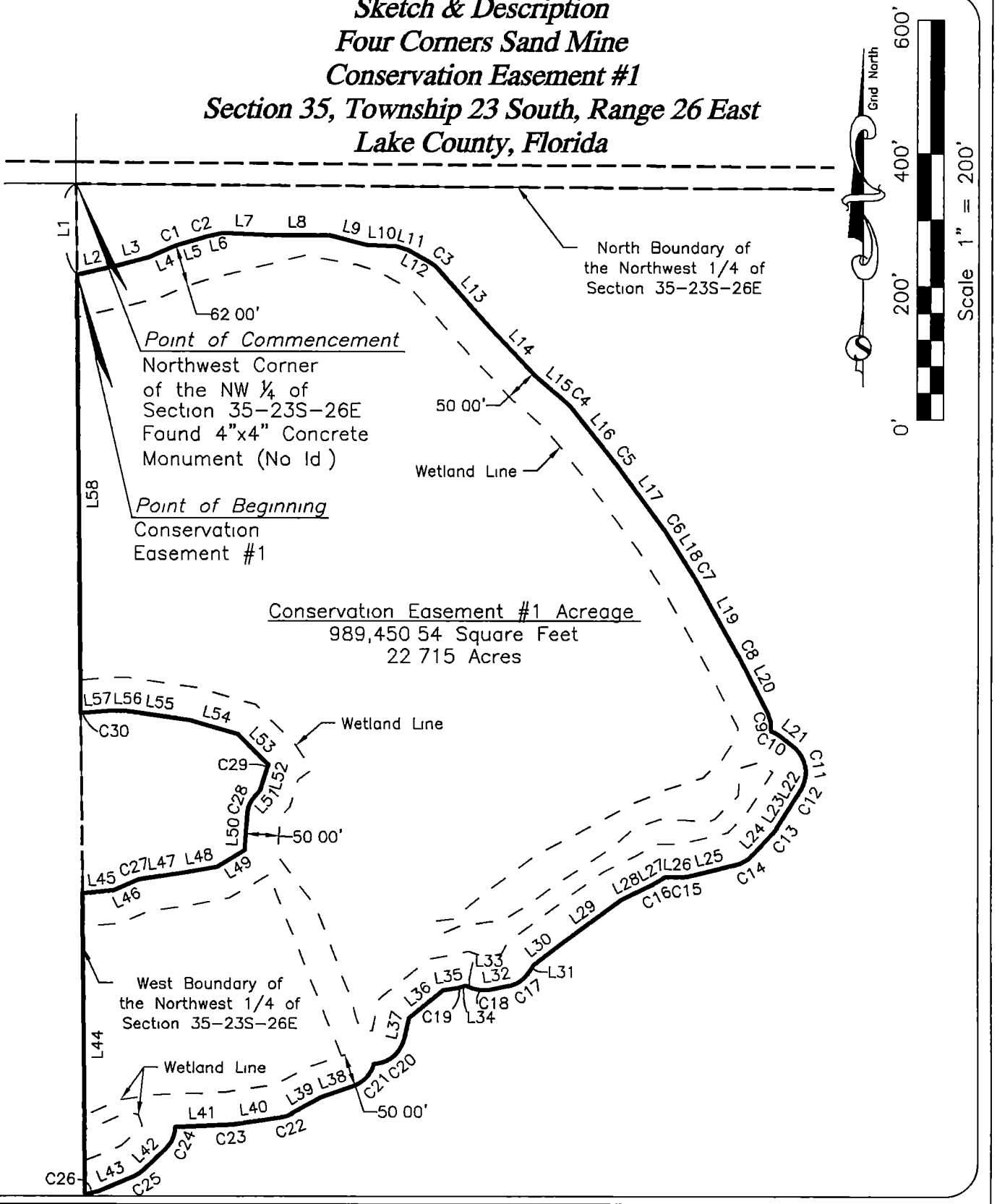


Parent Parcel is comprised of Alternate Key #s 1594596, 1098254, 1098246, 1412358, 1412331, 1412340 1070988 and a portion of Alternate Key # 3884451

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
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Sketch & Description
Four Corners Sand Mine
Conservation Easement #1
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Line Information

LINE	BEARING	DISTANCE
L1	S 00 36'08" E	136 15'
L2	N 77 07'32" E	65 72'
L3	N 75 03'42" E	46 32
L4	N 66 40'16" E	36 96'
L5	N 73 09'37" E	42 90'
L6	N 76 35'01" E	26 78'
L7	S 87 04'55" E	62 33'
L8	S 89 41 11" E	100 00'
L9	S 75 31'55" E	56 42'
L10	S 86 53'56" E	45 35'
L11	S 73 50'36" E	18 36'
L12	S 60 11 21 E	38 55'
L13	S 41 49'38" E	115 93'
L14	S 43 28'05" E	100 78
L15	S 49 23'42" E	61 64'
L16	S 38 50'03" E	107 14'
L17	S 36 26'28" E	123 12'
L18	S 32 14'27" E	80 95'
L19	S 29 30'15" E	131 34'
L20	S 27 06'21" E	96 50'
L21	S 52 23'27" E	24 62'
L22	S 29 58'52" W	7 88'
L23	S 32 27'37" W	60 30
L24	S 42 42'31" W	45 35'
L25	S 76 30'19" W	72 70'
L26	S 89 25'12" W	24 90'
L27	S 59 54'50 W	23 16'
L28	S 63 43'59" W	47 97'
L29	S 54 00 33" W	114 07'

Line Information

LINE	BEARING	DISTANCE
L30	S 52 46'31" W	50 46'
L31	S 29 38'35" W	8 82'
L32	S 79 13 02' W	27 14'
L33	N 69 48'53" W	10 03'
L34	S 75 23'11" W	7 63
L35	S 80 34'50" W	23 17'
L36	S 51 36'36" W	65 58'
L37	S 12 40'51" W	31 62'
L38	S 71 18'16" W	49 00'
L39	S 60 36 00" W	51 01
L40	S 81 34'36" W	74 64'
L41	S 87 21'10" W	79 89'
L42	S 46 11'40" W	43 70'
L43	S 67 26 41 W	59 32'
L44	N 00 36'08 ' W	452 90'
L45	N 83 51'15" E	47 37
L46	N 65 34'11" E	33 06'
L47	N 81 32'31" E	65 55'
L48	N 79 36'21" E	49 02'
L49	N 58 56 18" E	47 71'
L50	N 03 59'34" E	52 50'
L51	N 41 39'52" E	10 94'
L52	N 17°16'49 E	32 42'
L53	N 44 55'52" W	65 05'
L54	N 74 03'53 ' W	75 61'
L55	N 81 48'43" W	95 88'
L56	N 89 53'35" W	29 71'
L57	S 84 27'07" W	35 77'
L58	N 00 36 08 W	658 05'

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

SURV TECH SOLUTIONS, INC SURVEYORS AND MAPPERS
10220 U S Highway 92 East, Tampa, FL 33610
phone (813)-621-4929, fax (813)-621-7194, Licensed Business #7340
email sbrown@survtechsolutions com http //www survtechsolutions com

Sketch & Description
Four Corners Sand Mine
Conservation Easement #1
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Curve Information

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	62 00'	7 02'	N 69 54'56" E	7 02'	6 29'20"	3 51'
C2	62 00'	3 70'	N 74 52'19" E	3 70'	3 25'24"	1 85
C3	50 00'	16 02'	S 51 00'29" E	15 96'	18 21'43"	8 08'
C4	50 00	9 22'	S 44 06 53 E	9 20'	10 33'38"	4 62'
C5	50 00'	2 09'	S 37 38'16" E	2 09'	2 23'35"	1 04'
C6	50 00	3 67'	S 34 20'28" E	3 66'	4 12 01"	1 83'
C7	50 00'	2 39'	S 30 52'21" E	2 39'	2 44'12"	1 19'
C8	50 00'	2 09'	S 28 18'18 ' E	2 09'	2 23'54"	1 05'
C9	50 00'	26 98'	S 11 38'59" E	26 65'	30 54'45"	13 83'
C10	50 00'	14 78	S 60 51'43" E	14 73'	16 56'32"	7 45'
C11	50 00'	71 88'	S 11 12'17" E	65 85'	82 22'20"	43 75'
C12	50 00'	2 16'	S 31 13'14" W	2 16	2 28'44"	1 08'
C13	50 00'	8 94'	S 37 35'04" W	8 93'	10 14'54"	4 48'
C14	50 00'	29 49	S 59 36'25" W	29 07'	33 47'48"	15 19'
C15	50 00'	11 27'	S 82 57'45" W	11 25'	12 54'53"	5 66'
C16	50 00'	3 33'	S 61 49'25" W	3 33'	3 49'09"	1 67'
C17	50 00'	43 26'	S 54 25'49" W	41 92'	49 34'27"	23 09'
C18	50 00'	27 02'	N 85 17'56" W	26 70'	30 58'05"	13 85'
C19	50 00'	4 53'	S 77 59 00' W	4 53	5 11'38"	2 27'
C20	50 00'	64 96'	S 49 54'03" W	60 49'	74 26'25"	37 98'
C21	50 00	49 70'	S 42 49'33" W	47 68'	56 57'27"	27 12
C22	50 00'	18 31'	S 71 05'18" W	18 20'	20 58'36"	9 26'
C23	50 00	5 04	S 84 27'53" W	5 04'	5 46'34"	2 52
C24	50 00'	38 26'	S 24 16'27" W	37 33'	43 50'27"	20 12'
C25	50 00'	18 54'	S 56 49'11" W	18 44'	21 15'01"	9 38'
C26	50 00'	19 16'	S 78 25'16" W	19 04'	21 57'11"	9 70'
C27	50 00'	13 94'	N 73 33 21 E	13 89	15 58'20"	7 01'
C28	50 00'	32 87'	N 22 49'43" E	32 29'	37 40'18"	17 06'
C29	50 00	7 61	N 21 38'23" E	7 60'	8 43 07'	3 81'
C30	50 00'	4 32'	S 86 55'29" W	4 31'	4 56'45"	2 16'

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
Conservation Easement #4
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Conservation Easement #4 As Written by SurvTech Solutions

A parcel of land lying and being in the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, thence coincident with the East boundary of the Southeast 1/4 of said Section 35, S 00 56'30" E a distance of 917 14 feet to the POINT OF BEGINNING, thence continue coincident with said East boundary, S 00 56'30" E a distance of 396 84 to a point coincident with the South boundary of the North 1/2 of the Southeast 1/4 of said Section 35, thence departing said East boundary, coincident with said South boundary, N 89 39'47' W a distance of 2619 05 feet to a point coincident with the South boundary of the North 1/2 of the Southwest 1/4 of Section 35, thence departing said South boundary of the Southeast 1/4, coincident with the South of the Southwest 1/4, N 89 32'42" W a distance of 18 05 feet to a point coincident with a non-tangent curve concave to the Southeast, said curve having a radius of 50 00 feet, a delta angle of 49 33'54" and being subtended by a chord bearing N 25 09'43" E for a distance of 41 92 feet, thence departing said South boundary, coincident with the arc of said curve a distance of 43 25 feet, thence N 49 56 40' E a distance of 163 06 feet to a point coincident with a tangent curve concave to the Southeast, said curve having a radius of 50 00 feet, a delta angle of 15 51'09" and being subtended by a chord bearing N 57 52'15" E for a distance of 13 79 feet, thence coincident with the arc of said curve a distance of 13 83 feet, thence N 65 47'49" E a distance of 117 77 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 22 33'01" and being subtended by a chord bearing N 77 04'20" E for a distance of 19 55 feet, thence coincident with the arc of said curve a distance of 19 68 feet, thence N 88 20'50" E a distance of 78 20 feet, thence N 71 22'49" E a distance of 70 01 feet, thence N 32 40'29" E a distance of 8 78 feet to a point coincident with a tangent curve concave to the Southeast, said curve having a radius of 50 00 feet, a delta angle of 04 37'25' and being subtended by a chord bearing N 34 59'12" E for a distance of 4 03 feet, thence coincident with the arc of said curve a distance of 4 03 feet, thence N 37 17'54" E a distance of 65 76 feet, thence N 25 19'37" E a distance of 44 34 feet to a point coincident with a tangent curve concave to the Southeast, said curve having a radius of 50 00 feet, a delta angle of 53 16'26" and being subtended by a chord bearing N 51 57'50" E for a distance of 44 83 feet, thence coincident with the arc of said curve a distance of 46 49 feet, thence N 78 36'03" E a distance of 76 02 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 27 25'30" and being subtended by a chord bearing S 87 41'12" E for a distance of 23 70 feet, thence coincident with the arc of said curve a distance of 23 93 feet thence S 73 58'27" E a distance of 94 75 feet, thence N 83 08'57' E a distance of 110 99 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 02 43'55" and being subtended by a chord bearing N 84 30'55" E for a distance of 2 38 feet, thence coincident with the arc of said curve a distance of 2 38 feet, thence N 85 52'53" E a distance of 100 39 feet to a point coincident with a

CONTINUED ON SHEET 2...

BSM
BY SK
Date 5 21 2019

Digitally signed by Stacy Brown
Date 2019 05/19 07 12 18 -05 00

Stacy L Brown P S M No 6516
SurvTech Solutions, Inc LB No 7340

Drafted By T McClintic
Date Drafted 06/06/18
Revision Date 11/14/18
Approved By S Brown
Date Approved 06/14/18

Project No 20110166
Phase 13
Drawing Name 20110166_13SK4
Last Field Date N/A
Field Book/Page N/A

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1) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper
2) The bearing structure for this survey is based on a Florida East State Plane grid bearing of S 00 56'30" E for the East Boundary of the SE ¼ of Section 35-23S-26E
3) THIS IS NOT A BOUNDARY SURVEY

SURVEYING TODAY WITH TOMORROW'S TECHNOLOGY

Sketch & Description
Four Corners Sand Mine
Conservation Easement #4
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Conservation Easement #4 As Written by SurvTech Solutions

..CONTINUED FROM SHEET 1

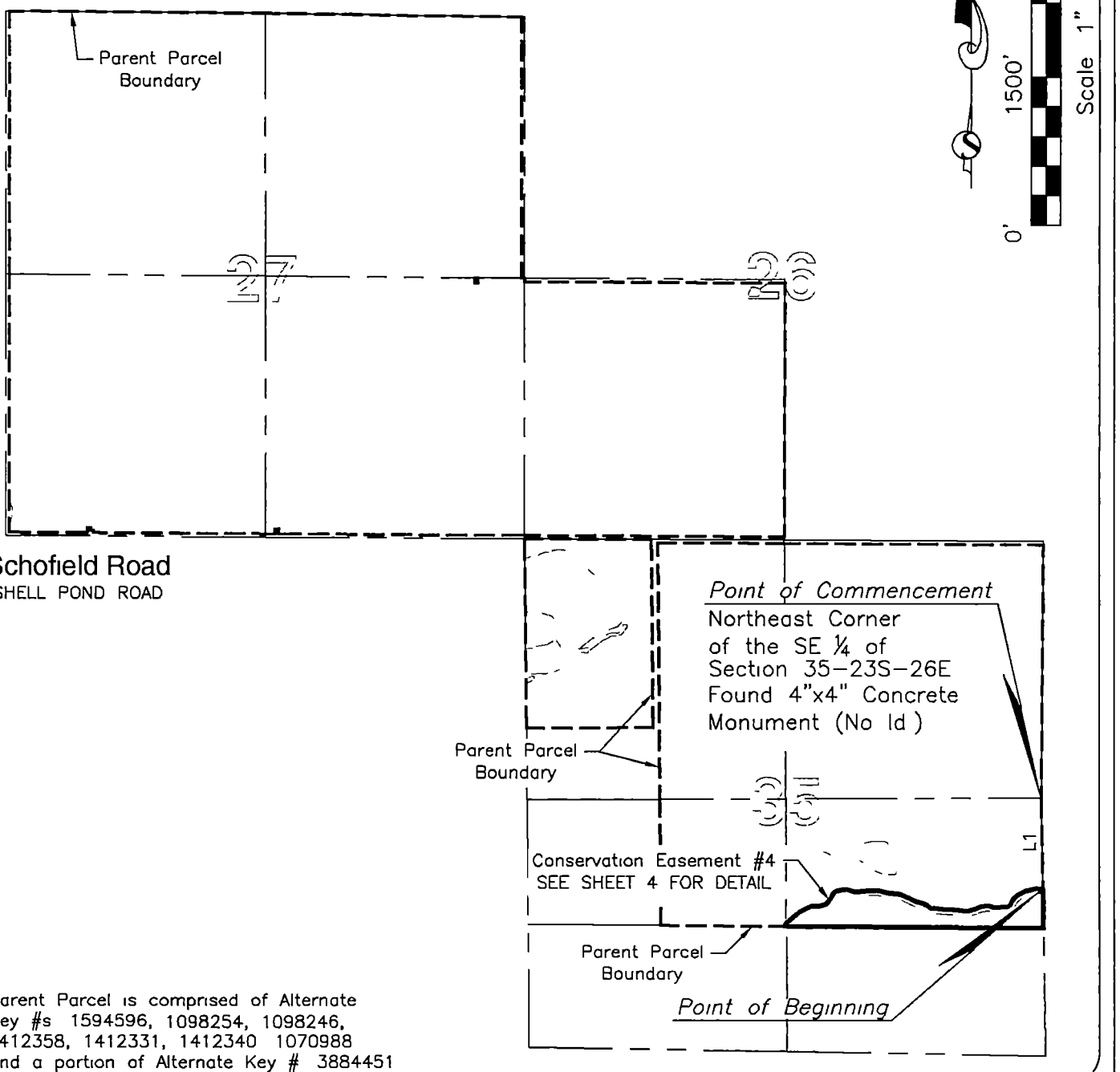
tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 18 30'28" and being subtended by a chord bearing S 84 51'53' E for a distance of 16 08 feet, thence coincident with the arc of said curve a distance of 16 15 feet, thence S 75 36'39" E a distance of 112 29 feet, thence S 85 19'51" E a distance of 111 31 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 20 33'17" and being subtended by a chord bearing S 75 03'13" E for a distance of 17 84 feet, thence coincident with the arc of said curve a distance of 17 94 feet, thence S 64 46'34" E a distance of 105 71 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 00 03'31" and being subtended by a chord bearing S 64 44'49" E for a distance of 0 05 feet, thence coincident with the arc of said curve a distance of 0 05 feet, thence S 64 43'03" E a distance of 61 38 feet, thence S 74 14'01" E a distance of 98 35 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 21 18'18" and being subtended by a chord bearing S 63 34'51" E for a distance of 18 49 feet, thence coincident with the arc of said curve a distance of 18 59 feet, thence S 52 55'42" E a distance of 59 42 feet, thence N 87 41'56" E a distance of 22 93 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 07 40'51" and being subtended by a chord bearing S 88 27'38" E for a distance of 6 70 feet, thence coincident with the arc of said curve a distance of 6 70 feet, thence S 84 37'13' E a distance of 131 39 feet, thence S 88 48 21" E a distance of 71 93 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 05 05'22" and being subtended by a chord bearing S 86 15'40" E for a distance of 4 44 feet, thence coincident with the arc of said curve a distance of 4 44 feet, thence S 83 42'59" E a distance of 131 67 feet, thence N 75 13'31" E a distance of 78 62 feet, thence N 68 39'31" E a distance of 65 33 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 11 54'29" and being subtended by a chord bearing N 74 36'46" E for a distance of 10 37 feet thence coincident with the arc of said curve a distance of 10 39 feet thence N 80 34'00" E a distance of 54 72 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 28 48'49" and being subtended by a chord bearing S 85 01'35 E for a distance of 24 88 feet, thence coincident with the arc of said curve a distance of 25 14 feet, thence S 70 37'11" E a distance of 53 70 feet, thence N 83 36'46" E a distance of 133 74 feet, thence N 61 17'33" E a distance of 31 31 feet, thence N 29 52'14" E a distance of 59 87 feet to a point coincident with a tangent curve concave to the Southeast, said curve having a radius of 50 00 feet, a delta angle of 19 03'23" and being subtended by a chord bearing N 39 23'55" E for a distance of 16 55 feet thence coincident with the arc of said curve a distance of 16 63 feet, thence N 48 55'37" E a distance of 56 58 feet to a point coincident with a tangent curve concave to the Southeast, said curve having a radius of 50 00 feet, a delta angle of 16 30'35" and being subtended by a chord bearing N 57 10'54" E for a distance of 14 36 feet, thence coincident with the arc of said curve a distance of 14 41 feet, thence N 65 26'11" E a distance of 58 12 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 09 16'22" and being subtended by a chord bearing N 70 04'22" E for a distance of 8 08 feet, thence coincident with the arc of said curve a distance of 8 09 feet, thence N 74 42'33" E a distance of 59 99 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 02 19'38" and being subtended by a chord bearing N 75 52'22" E for a distance of 2 03 feet thence coincident with the arc of said curve a distance of 2 03 feet, thence N 77 02'11" E a distance of 52 34 feet to a point coincident with a tangent curve concave to the South said curve having a radius of 50 00 feet, a delta angle of 17 09'08 and being subtended by a chord bearing N 85 36 45" E for a distance of 14 91 feet, thence coincident with the arc of said curve a distance of 14 97 feet, thence S 85 48'41" E a distance of 53 96 feet to the POINT OF BEGINNING

Containing an area of 691101 28 square feet, 15 866 acres, more or less

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
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Sketch & Description
Four Corners Sand Mine
Conservation Easement #4
Section 35, Township 23 South, Range 26 East
Lake County, Florida

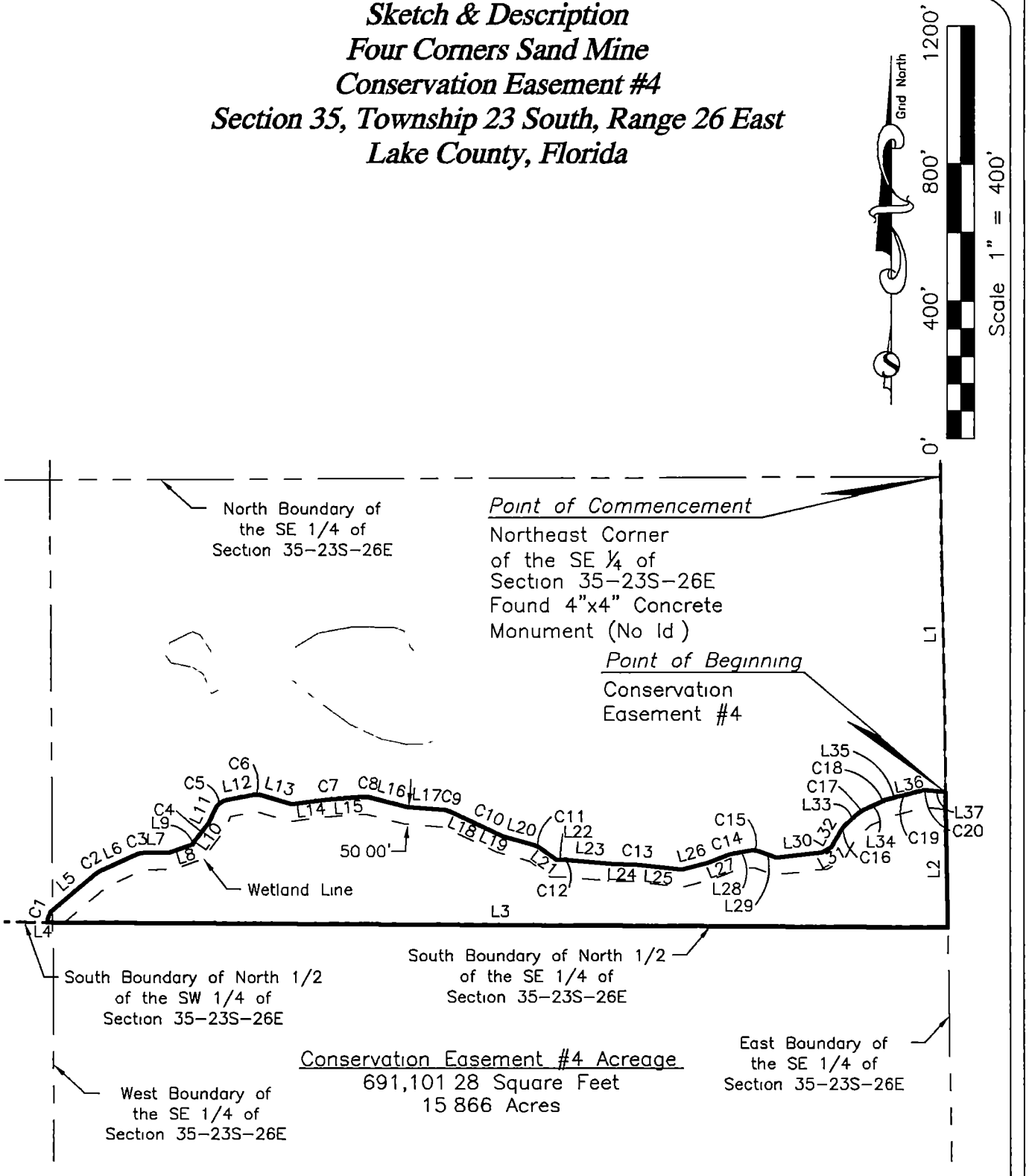


Parent Parcel is comprised of Alternate Key #s 1594596, 1098254, 1098246, 1412358, 1412331, 1412340 1070988 and a portion of Alternate Key # 3884451

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
Conservation Easement #4
Section 35, Township 23 South, Range 26 East
Lake County, Florida



Conservation Easement #4 Acreage
691,101 28 Square Feet
15 866 Acres

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
Conservation Easement #4
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Line Information.

LINE	BEARING	DISTANCE
L1	S 00 56'30" E	917 14'
L2	S 00 56 30' E	396 84'
L3	N 89 39'47" W	2619 05'
L4	N 89 32'42" W	18 05'
L5	N 49 56'40" E	163 06'
L6	N 65 47 49" E	117 77'
L7	N 88 20'50" E	78 20'
L8	N 71 22'49" E	70 01'
L9	N 32 40'29" E	8 78'
L10	N 37°17'54" E	65 76'
L11	N 25 19'37" E	44 34'
L12	N 78 36'03" E	76 02'
L13	S 73 58'27" E	94 75'
L14	N 83 08'57" E	110 99
L15	N 85 52'53" E	100 39'
L16	S 75 36'39" E	112 29'
L17	S 85 19'51" E	111 31'
L18	S 64 46'34" E	105 71'
L19	S 64 43 03 E	61 38'

Line Information:

LINE	BEARING	DISTANCE
L20	S 74 14'01" E	98 35'
L21	S 52 55'42" E	59 42
L22	N 87°41'56" E	22 93'
L23	S 84 37 13 E	131 39
L24	S 88 48'21" E	71 93'
L25	S 83 42'59" E	131 67
L26	N 75 13'31" E	78 62'
L27	N 68 39'31" E	65 33'
L28	N 80 34'00" E	54 72'
L29	S 70 37 11' E	53 70'
L30	N 83 36'46" E	133 74'
L31	N 61 17'33" E	31 31'
L32	N 29 52'14 E	59 87
L33	N 48 55'37" E	56 58'
L34	N 65 26'11" E	58 12'
L35	N 74 42'33" E	59 99'
L36	N 77°02 11 E	52 34'
L37	S 85 48'41" E	53 96'

Curve Information:

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	50 00	43 25'	N 25 09'43" E	41 92'	49 33 54	23 08'
C2	50 00'	13 83'	N 57 52'15 ' E	13 79	15 51'09"	6 96'
C3	50 00'	19 68'	N 77 04'20" E	19 55'	22 33'01"	9 97'
C4	50 00'	4 03'	N 34 59'12" E	4 03'	4 37'25"	2 02'
C5	50 00'	46 49'	N 51 57'50" E	44 83'	53 16 26"	25 08
C6	50 00'	23 93'	S 87 41'12" E	23 70'	27 25'30"	12 20'
C7	50 00'	2 38'	N 84 30'55" E	2 38'	2 43'55"	1 19'
C8	50 00'	16 15'	S 84 51'53" E	16 08'	18 30'28"	8 15'
C9	50 00	17 94'	S 75 03'13" E	17 84	20 33'17"	9 07'
C10	50 00'	0 05'	S 64 44'49" E	0 05'	0 03'31"	0 03'
C11	50 00'	18 59	S 63 34'51" E	18 49'	21 18'18	9 40
C12	50 00'	6 70	S 88 27'38" E	6 70'	7 40'51"	3 36'
C13	50 00'	4 44'	S 86 15'40" E	4 44'	5 05'22"	2 22'
C14	50 00'	10 39'	N 74 36'46" E	10 37'	11 54'29"	5 21'
C15	50 00'	25 14'	S 85 01 35" E	24 88'	28 48 49	12 84
C16	50 00'	16 63'	N 39 23'55" E	16 55	19 03'23"	8 39'
C17	50 00'	14 41'	N 57 10'54" E	14 36'	16 30'35"	7 25'
C18	50 00'	8 09'	N 70 04'22" E	8 08'	9 16'22"	4 05'
C19	50 00'	2 03'	N 75 52'22 E	2 03	2 19'38"	1 02
C20	50 00'	14 97'	N 85 36'45" E	14 91'	17 09'08"	7 54'

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
Conservation Easement #5
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Conservation Easement #5 As Written by SurvTech Solutions

A parcel of land lying and being in the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida being more particularly described as follows

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 35 Township 23 South, Range 26 East, Lake County, Florida, thence coincident with the East boundary of the Southeast 1/4 of said Section 35, S 00 56'30 E a distance of 580 40 feet, thence departing said East boundary, S 89 03'30" W a distance of 2061 47 to the POINT OF BEGINNING, thence S 15 32'38" W a distance of 15 82 feet to a point coincident with a tangent curve concave to the Northwest, said curve having a radius of 50 00 feet, a delta angle of 47 11 17" and being subtended by a chord bearing S 39 08 16" W for a distance of 40 03 feet, thence coincident with the arc of said curve a distance of 41 18 feet thence S 62 43'54" W a distance of 34 18 feet to a point coincident with a tangent curve concave to the North said curve having a radius of 50 00 feet, a delta angle of 94 55'28" and being subtended by a chord bearing N 69 48'21" W for a distance of 73 68 feet, thence coincident with the arc of said curve a distance of 82 84 feet, thence N 22 20'37 W a distance of 47 04 feet, thence N 58 18'13" W a distance of 12 06 feet, thence N 78 41'54" W a distance of 54 08 feet to a point coincident with a tangent curve concave to the Northeast, said curve having a radius of 50 00 feet, a delta angle of 42 55'26" and being subtended by a chord bearing N 57 14'11" W for a distance of 36 59 feet, thence coincident with the arc of said curve a distance of 37 46 feet thence N 35 46'28" W a distance of 30 52 feet to a point coincident with a tangent curve concave to the East said curve having a radius of 50 00 feet, a delta angle of 57 26'39" and being subtended by a chord bearing N 07 03'08" W for a distance of 48 06 feet, thence coincident with the arc of said curve a distance of 50 13 feet, thence N 21 40'11" E a distance of 36 46 feet to a point coincident with a tangent curve concave to the Southeast, said curve having a radius of 50 00 feet, a delta angle of 42 35'48" and being subtended by a chord bearing N 42 58'05" E for a distance of 36 32 feet, thence coincident with the arc of said curve a distance of 37 17 feet, thence N 64 15 59 E a distance of 73 30 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 49 06'23" and being subtended by a chord bearing N 88 49'11" E for a distance of 41 55 feet, thence coincident with the arc of said curve a distance of 42 85 feet, thence S 66 37'38" E a distance of 25 22 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 32 37'37" and being subtended by a chord bearing S 50 18 49 ' E for a distance of 28 09 feet, thence coincident with the arc of said curve a distance of 28 47 feet, thence S 34 00'00" E a distance of 54 86 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 06 16'38" and being subtended by a chord bearing S 30 51'41" E for a distance of 5 48 feet, thence coincident with the arc of said curve a distance of 5 48 feet, thence S 27 43'22" E a distance of 27 55 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 08 52 30 and being subtended by a chord bearing S 23 17'07 E for a distance of 7 74 feet, thence coincident with the arc of said curve a distance of 7 74 feet, thence S 18 50'52" E a distance of 74 12 feet to a point coincident with a tangent curve concave to the West, said curve having a radius of 50 00 feet, a delta angle of 34 23'30" and being subtended by a chord bearing S 01 39'07" E for a distance of 29 56 feet, thence coincident with the arc of said curve a distance of 30 01 feet to the POINT OF BEGINNING

Containing an area of 48676 50 square feet 1 117 acres, more or less

Digitally signed by Stacy Brown Date 2019 05/19 07 13 23 05 00

BSM
BY SK
Date 5 21 2019

Stacy L Brown P S M No 6516
SurvTech Solutions, Inc LB No 7340

Drafted By T McClintic *Project No 20110166*
Date Drafted 06/05/18 *Phase 13*
Revision Date 11/14/18 *Drawing Name 20110166_13SK5*
Approved By S Brown *Last Field Date N/A*
Date Approved 06/14/18 *Field Book/Page N/A*

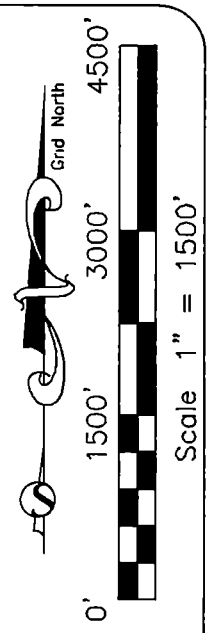
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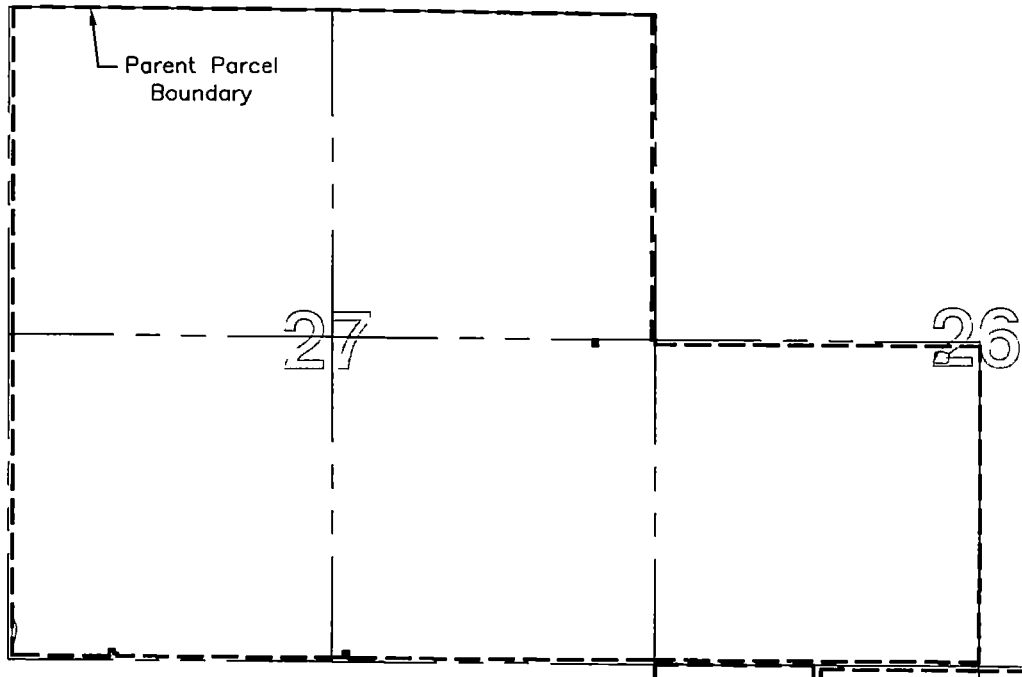
1) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper
2) The bearing structure for this survey is based on a Florida East State Plane grid bearing of S 00 56'30" E for the East Boundary of the SE ¼ of Section 35-23S-26E
3) THIS IS NOT A BOUNDARY SURVEY

SURVEYING TODAY WITH TOMORROW'S TECHNOLOGY

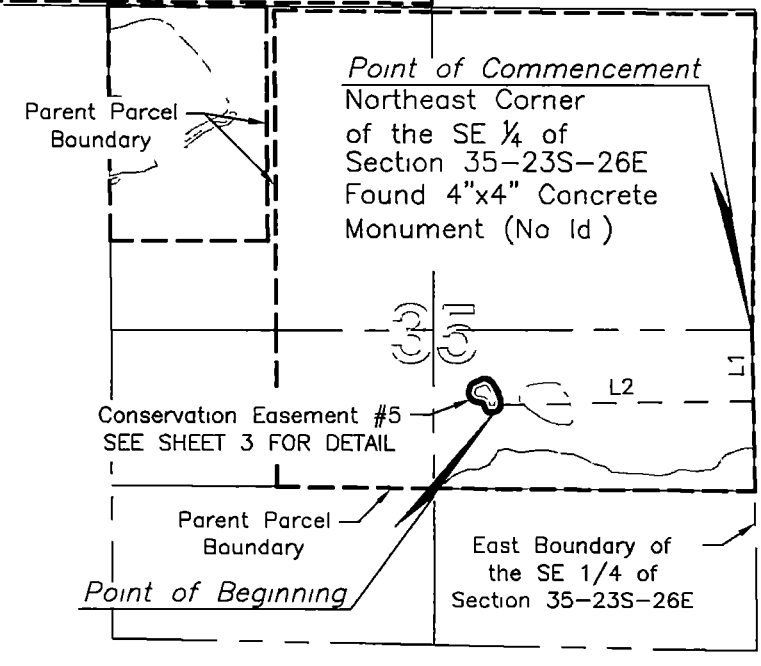
Date Plotted 11/15/2018 2 23 37 PM By Tim McClintic

Sketch & Description
Four Corners Sand Mine
Conservation Easement #5
Section 35, Township 23 South, Range 26 East
Lake County, Florida





Schofield Road
SHELL POND ROAD



Line Information

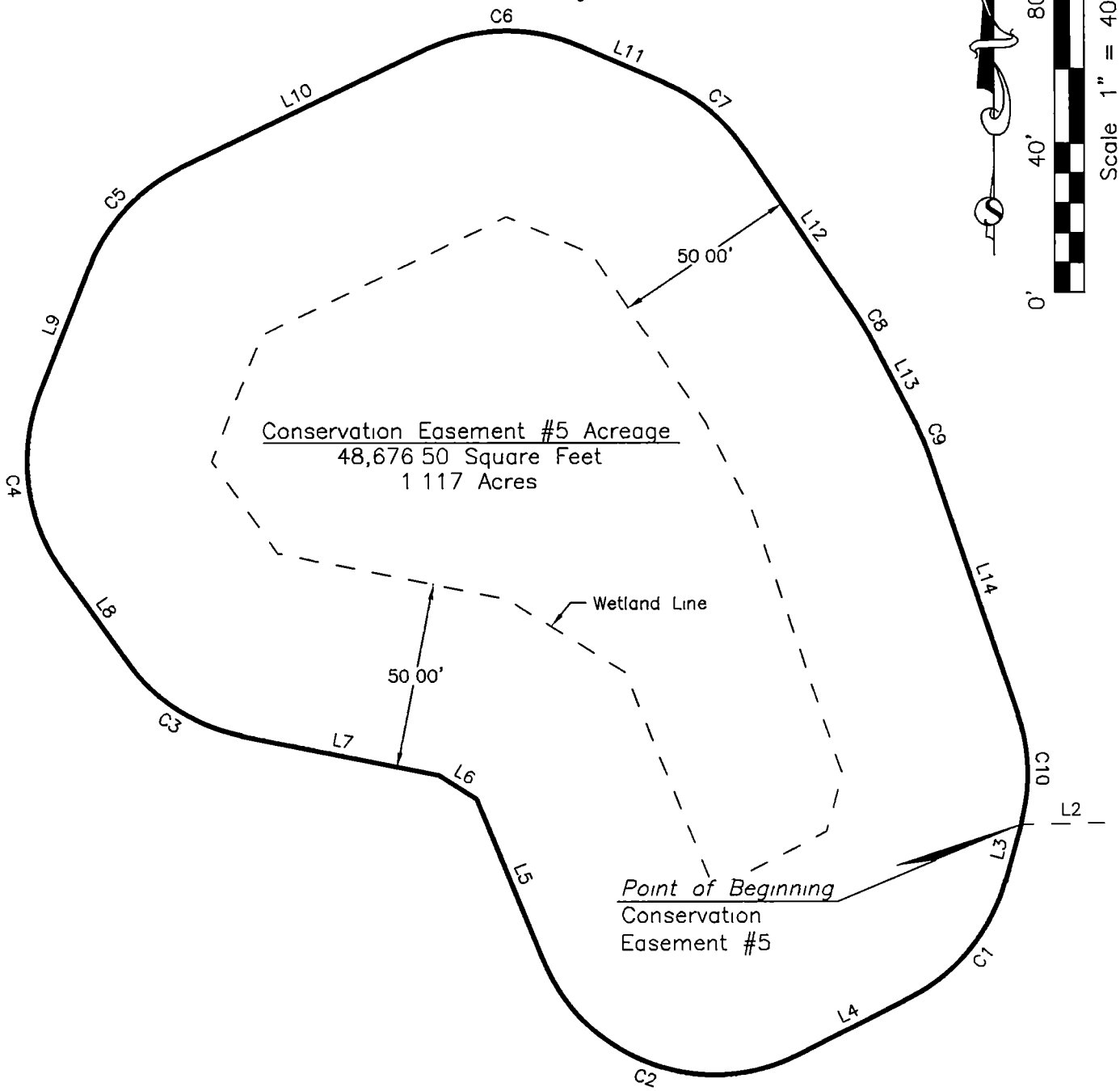
LINE	BEARING	DISTANCE
L1	S 00 56'30" E	580 40'
L2	S 89 03'30" W	2061 47'

Parent Parcel is comprised of Alternate Key #s 1594596, 1098254, 1098246, 1412358, 1412331, 1412340 1070988 and a portion of Alternate Key # 3884451

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
10220 U S Highway 92 East, Tampa, FL 33610
phone (813)-621-4929, fax (813)-621-7194, Licensed Business #7340
email sbrown@survtechsolutions com http //www survtechsolutions com

Sketch & Description
Four Corners Sand Mine
Conservation Easement #5
Section 35, Township 23 South, Range 26 East
Lake County, Florida



PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
10220 U S Highway 92 East, Tampa, FL 33610
phone (813)-621-4929 fax (813)-621-7194, Licensed Business #7340
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Sketch & Description
Four Corners Sand Mine
Conservation Easement #5
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Line Information

LINE	BEARING	DISTANCE
L1	S 00 56'30" E	580 40'
L2	S 89 03 30" W	2061 47'
L3	S 15 32'38" W	15 82'
L4	S 62 43'54" W	34 18'
L5	N 22 20'37" W	47 04'
L6	N 58 18 13" W	12 06'
L7	N 78 41'54" W	54 08'
L8	N 35 46'28" W	30 52'
L9	N 21 40'11" E	36 46'
L10	N 64 15 59" E	73 30'
L11	S 66 37'38" E	25 22'
L12	S 34 00'00" E	54 86'
L13	S 27 43'22" E	27 55'
L14	S 18 50'52" E	74 12'

Curve Information

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	50 00'	41 18'	S 39 08'16" W	40 03'	47 11'17"	21 84'
C2	50 00'	82 84	N 69 48 21' W	73 68'	94 55'28	54 49'
C3	50 00	37 46'	N 57 14 11" W	36 59'	42 55 26	19 66'
C4	50 00'	50 13'	N 07 03'08" W	48 06'	57 26'39"	27 40'
C5	50 00'	37 17'	N 42 58'05" E	36 32'	42 35'48"	19 49'
C6	50 00'	42 85'	N 88 49'11" E	41 55	49 06'23'	22 84'
C7	50 00'	28 47'	S 50 18'49" E	28 09'	32 37'37"	14 63'
C8	50 00'	5 48'	S 30 51'41" E	5 48'	6 16 38'	2 74'
C9	50 00'	7 74'	S 23 17'07" E	7 74'	8 52'30"	3 88'
C10	50 00'	30 01	S 01 39'07" E	29 56	34 23'30	15 47'

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
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phone (813)-621-4929, fax (813)-621-7194, Licensed Business #7340
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Sketch & Description
Four Corners Sand Mine
Conservation Easement #6
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Conservation Easement #6 As Written by SurvTech Solutions

A parcel of land lying and being in the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South Range 26 East, Lake County, Florida, thence coincident with the East boundary of the Southeast 1/4 of said Section 35, S 00 56 30" E a distance of 748 77 feet, thence departing said East boundary S 89 03'30" W a distance of 1441 08 to the POINT OF BEGINNING, thence S 28 42'30" W a distance of 20 11 feet to a point coincident with a tangent curve concave to the Northwest said curve having a radius of 50 00 feet, a delta angle of 35 43'01" and being subtended by a chord bearing S 46 34'01" W for a distance of 30 67 feet, thence coincident with the arc of said curve a distance of 31 17 feet, thence S 64 25'31" W a distance of 26 68 feet to a point coincident with a tangent curve concave to the North said curve having a radius of 50 00 feet a delta angle of 24 05'06" and being subtended by a chord bearing S 76 28 04 W for a distance of 20 86 feet, thence coincident with the arc of said curve a distance of 21 02 feet, thence S 88 30'37' W a distance of 55 45 feet to a point coincident with a tangent curve concave to the North, said curve having a radius of 50 00 feet, a delta angle of 13 00'04" and being subtended by a chord bearing N 84 59'21" W for a distance of 11 32 feet thence coincident with the arc of said curve a distance of 11 35 feet, thence N 78 29'19" W a distance of 76 35 feet to a point coincident with a tangent curve concave to the North, said curve having a radius of 50 00 feet, a delta angle of 13 15'26" and being subtended by a chord bearing N 71 51'36" W for a distance of 11 54 feet, thence coincident with the arc of said curve a distance of 11 57 feet, thence N 65 13'53" W a distance of 100 72 feet to a point coincident with a tangent curve concave to the Northeast, said curve having a radius of 50 00 feet a delta angle of 11 01'06 and being subtended by a chord bearing N 59 43'20" W for a distance of 9 60 feet, thence coincident with the arc of said curve a distance of 9 62 feet, thence N 54 12'47" W a distance of 117 52 feet to a point coincident with a tangent curve concave to the Northeast, said curve having a radius of 50 00 feet, a delta angle of 03 01'23" and being subtended by a chord bearing N 52 42'05" W for a distance of 2 64 feet, thence coincident with the arc of said curve a distance of 2 64 feet, thence N 51 11'24" W a distance of 105 75 feet to a point coincident with a tangent curve concave to the Northeast said curve having a radius of 50 00 feet, a delta angle of 55 34 42" and being subtended by a chord bearing N 23 24 03 W for a distance of 46 62 feet, thence coincident with the arc of said curve a distance of 48 50 feet, thence N 04 23'19" E a distance of 60 85 feet to a point coincident with a tangent curve concave to the East said curve having a radius of 50 00 feet a delta angle of 17 50'44" and being subtended by a chord bearing N 13 18'41" E for a distance of 15 51 feet,

CONTINUED ON SHEET 2...

BSM
BY SK
Date 5 21 2019

Digitally signed by Stacy Brown
Date 2019 05 19 07 14 05'-05 00

Stacy L Brown P S M No 6516
SurvTech Solutions, Inc LB No 7340

Project No 20110166
Phase 13
Drawing Name 20110166_13SK6
Last Field Date N/A
Field Book/Page N/A

Drafted By T McClintic
Date Drafted 06/05/18
Revision Date 11/14/18
Approved By S Brown
Date Approved 06/14/18

SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
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email sbrown@survtechsolutions com http //www survtechsolutions com

1) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper
2) The bearing structure for this survey is based on a Florida East State Plane grid bearing of S 00 56 30" E for the East Boundary of the SE ¼ of Section 35-23S-26E
3) THIS IS NOT A BOUNDARY SURVEY

SURVEYING TODAY WITH TOMORROW'S TECHNOLOGY

Sketch & Description
Four Corners Sand Mine
Conservation Easement #6
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Conservation Easement #6 As Written by SurvTech Solutions

...CONTINUED FROM SHEET 1

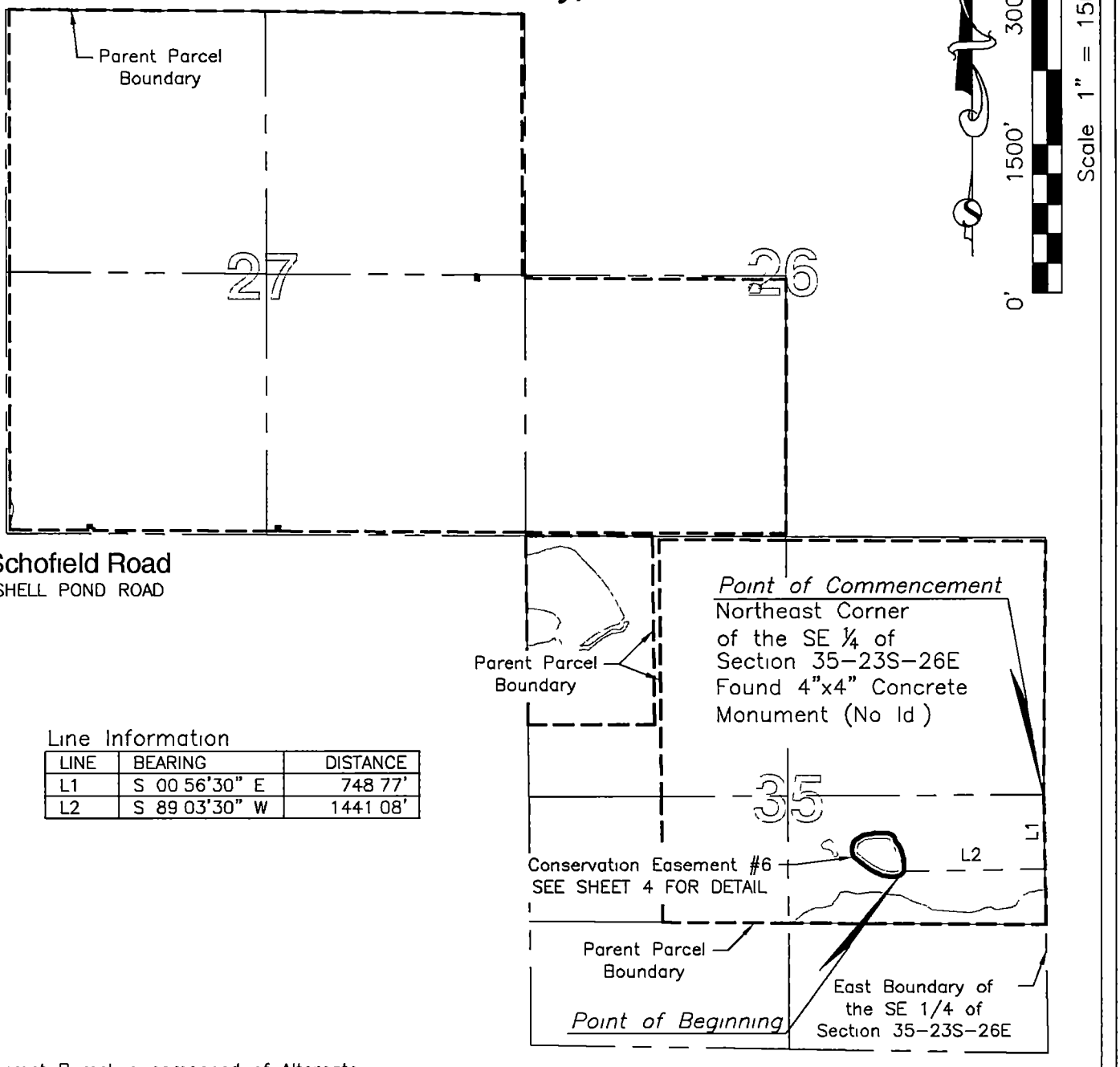
thence coincident with the arc of said curve a distance of 15 57 feet, thence N 22 14'03" E a distance of 33 18 feet to a point coincident with a tangent curve concave to the Southeast, said curve having a radius of 50 00 feet a delta angle of 36 17'57" and being subtended by a chord bearing N 40 23'01" E for a distance of 31 15 feet, thence coincident with the arc of said curve a distance of 31 68 feet, thence N 58 32'00" E a distance of 77 99 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 21 23'07" and being subtended by a chord bearing N 69 13'33" E for a distance of 18 55 feet thence coincident with the arc of said curve a distance of 18 66 feet, thence N 79 55'07" E a distance of 105 09 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 11 35'57" and being subtended by a chord bearing N 85 43'05" E for a distance of 10 10 feet thence coincident with the arc of said curve a distance of 10 12 feet thence S 88 28'56" E a distance of 121 34 feet to a point coincident with a tangent curve concave to the South said curve having a radius of 50 00 feet, a delta angle of 19 50'39" and being subtended by a chord bearing S 78 33'36" E for a distance of 17 23 feet, thence coincident with the arc of said curve a distance of 17 32 feet, thence S 68 38'17" E a distance of 29 02 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 48 00'11" and being subtended by a chord bearing S 44 38'11" E for a distance of 40 68 feet, thence coincident with the arc of said curve a distance of 41 89 feet, thence S 20 38'06" E a distance of 39 17 feet, thence S 38 40'37" E a distance of 37 31 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet a delta angle of 09 37'37" and being subtended by a chord bearing S 33 51'49" E for a distance of 8 39 feet, thence coincident with the arc of said curve a distance of 8 40 feet, thence S 29 03'00' E a distance of 55 04 feet to a point coincident with a tangent curve concave to the West said curve having a radius of 50 00 feet, a delta angle of 16 46'56' and being subtended by a chord bearing S 20 39'32" E for a distance of 14 59 feet, thence coincident with the arc of said curve a distance of 14 65 feet, thence S 12 16'04" E a distance of 95 66 feet to a point coincident with a tangent curve concave to the West, said curve having a radius of 50 00 feet, a delta angle of 08 03'41" and being subtended by a chord bearing S 08 14'13" E for a distance of 7 03 feet, thence coincident with the arc of said curve a distance of 7 03 feet, thence S 04 12'22" E a distance of 77 74 feet to a point coincident with a tangent curve concave to the West, said curve having a radius of 50 00 feet, a delta angle of 32 54 53 and being subtended by a chord bearing S 12 15'04" W for a distance of 28 33 feet, thence coincident with the arc of said curve a distance of 28 72 feet to the POINT OF BEGINNING

Containing an area of 176046 96 square feet, 4 041 acres, more or less

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
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Sketch & Description
Four Corners Sand Mine
Conservation Easement #6
Section 35, Township 23 South, Range 26 East
Lake County, Florida



Line Information

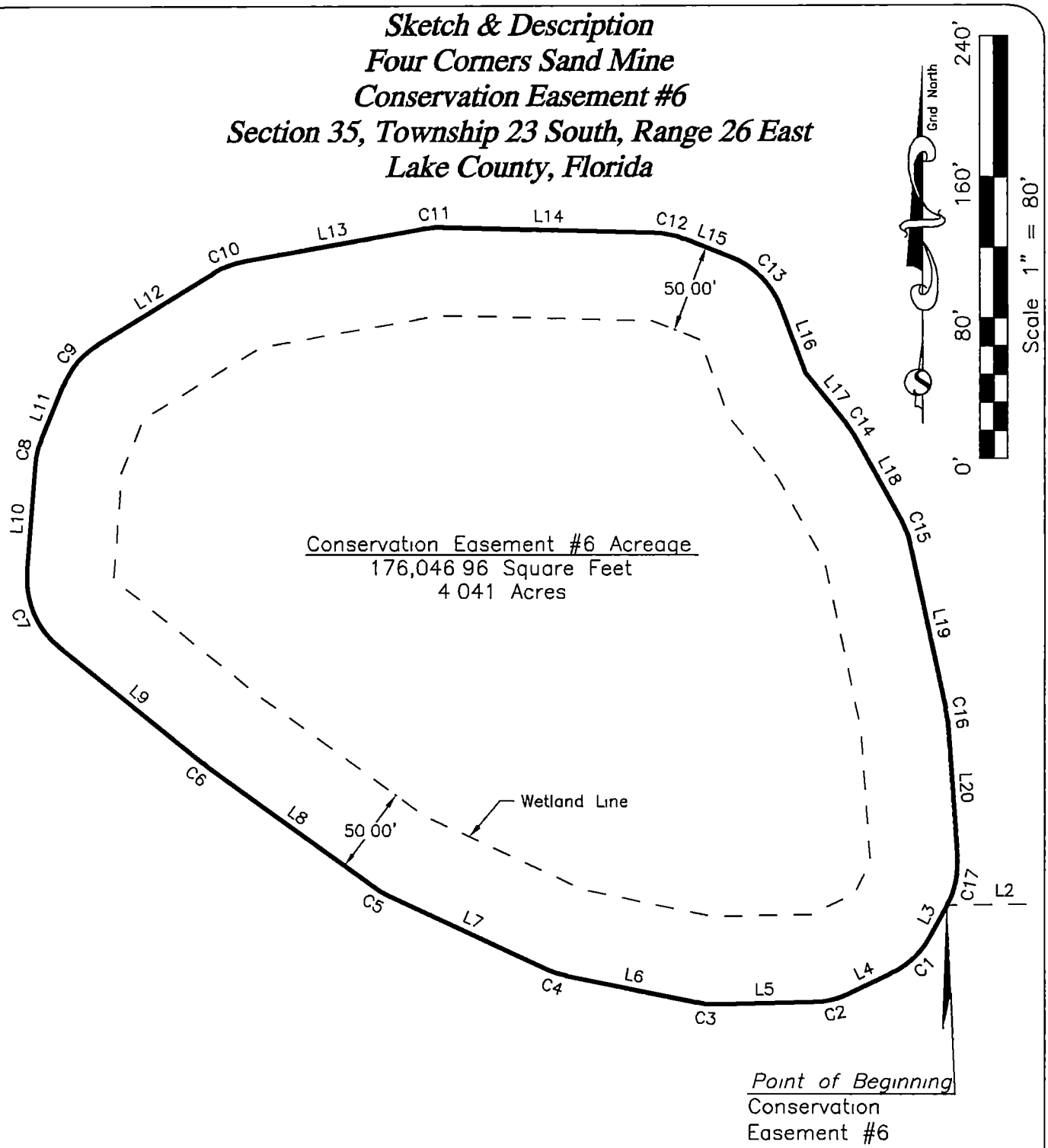
LINE	BEARING	DISTANCE
L1	S 00 56'30" E	748 77'
L2	S 89 03'30" W	1441 08'

Parent Parcel is comprised of Alternate Key #s 1594596, 1098254, 1098246, 1412358, 1412331, 1412340, 1070988 and a portion of Alternate Key # 3884451

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
Conservation Easement #6
Section 35, Township 23 South, Range 26 East
Lake County, Florida



Conservation Easement #6 Acreage
176,046 96 Square Feet
4 041 Acres

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
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Sketch & Description
Four Corners Sand Mine
Conservation Easement #6
Section 35, Township 23 South, Range 26 East
Lake County, Florida

Line Information:

LINE	BEARING	DISTANCE
L1	S 00 56'30" E	748 77'
L2	S 89 03'30" W	1441 08'
L3	S 28 42'30" W	20 11
L4	S 64 25'31" W	26 68'
L5	S 88 30'37" W	55 45'
L6	N 78 29'19" W	76 35'
L7	N 65 13'53" W	100 72
L8	N 54 12'47" W	117 52'
L9	N 51 11'24" W	105 75'
L10	N 04 23'19" E	60 85'

Line Information:

LINE	BEARING	DISTANCE
L11	N 22 14'03" E	33 18'
L12	N 58 32'00" E	77 99'
L13	N 79 55'07" E	105 09'
L14	S 88 28'56" E	121 34'
L15	S 68 38 17 E	29 02'
L16	S 20 38'06" E	39 17'
L17	S 38 40'37" E	37 31'
L18	S 29 03'00" E	55 04'
L19	S 12 16'04" E	95 66'
L20	S 04 12'22" E	77 74'

Curve Information:

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	50 00'	31 17'	S 46 34'01" W	30 67'	35 43'01"	16 11'
C2	50 00'	21 02'	S 76 28'04" W	20 86'	24 05'06"	10 67'
C3	50 00'	11 35'	N 84 59'21" W	11 32'	13 00'04"	5 70'
C4	50 00'	11 57'	N 71 51'36" W	11 54'	13 15'26"	5 81'
C5	50 00'	9 62'	N 59 43'20" W	9 60'	11 01'06"	4 82'
C6	50 00'	2 64'	N 52 42'05" W	2 64'	3 01'23"	1 32'
C7	50 00'	48 50'	N 23 24'03" W	46 62'	55 34'42"	26 35'
C8	50 00'	15 57'	N 13 18'41" E	15 51'	17 50'44"	7 85'
C9	50 00'	31 68'	N 40 23'01" E	31 15'	36 17'57"	16 39'
C10	50 00'	18 66'	N 69 13'33" E	18 55'	21 23'07"	9 44'
C11	50 00	10 12'	N 85 43'05" E	10 10'	11 35 57"	5 08'
C12	50 00'	17 32'	S 78 33'36" E	17 23'	19 50'39"	8 75'
C13	50 00'	41 89'	S 44 38 11" E	40 68	48 00'11'	22 26
C14	50 00'	8 40'	S 33 51'49" E	8 39'	9 37'37"	4 21'
C15	50 00'	14 65'	S 20 39'32" E	14 59'	16 46'56"	7 38
C16	50 00'	7 03'	S 08 14'13" E	7 03'	8 03'41"	3 52'
C17	50 00	28 72'	S 12 15'04" W	28 33'	32 54'53"	14 77'

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
Conservation Easement #7
Section 26, Township 23 South, Range 26 East
Lake County, Florida

Conservation Easement #7 As Written by SurvTech Solutions

A parcel of land lying and being in the Southwest 1/4 of Section 26, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows

COMMENCE at the Northeast corner of the Southwest 1/4 of Section 26, Township 23 South Range 26 East Lake County, Florida, thence coincident with the North boundary of the Southwest 1/4 of said Section 26, N 89 42'08" W a distance of 373 29 feet, thence departing said North boundary S 00 17'52' W a distance of 33 01 feet to a point coincident with the South Right-of-way Boundary of Five Mile Road, said point also being the POINT OF BEGINNING, thence coincident with said South Right-of-way Boundary, S 89 41'48" E a distance of 89 81 feet to a point coincident with a non-tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 07 52'56" and being subtended by a chord bearing S 69 56'34" E for a distance of 6 87 feet, thence departing said South Right-of-way Boundary, coincident with the arc of said curve a distance of 6 88 feet thence S 66 00'06" E a distance of 45 19 feet to a point coincident with a tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 58 46'21" and being subtended by a chord bearing S 36 36'56' E for a distance of 49 07 feet, thence coincident with the arc of said curve a distance of 51 29 feet, thence S 07 13'45' E a distance of 29 35 feet to a point coincident with a tangent curve concave to the West, said curve having a radius of 50 00 feet, a delta angle of 25 54'00" and being subtended by a chord bearing S 05 43'15" W for a distance of 22 41 feet, thence coincident with the arc of said curve a distance of 22 60 feet, thence S 18 40'15" W a distance of 46 88 feet to a point coincident with a tangent curve concave to the Northwest, said curve having a radius of 50 00 feet a delta angle of 73 30'29" and being subtended by a chord bearing S 55 25'29" W for a distance of 59 84 feet, thence coincident with the arc of said curve a distance of 64 15 feet, thence N 87 49'17" W a distance of 112 60 feet to a point coincident with a tangent curve concave to the Northeast, said curve having a radius of 50 00 feet, a delta angle of 81 18'58" and being subtended by a chord bearing N 47 09'48" W for a distance of 65 15 feet, thence coincident with the arc of said curve a distance of 70 96 feet, thence N 06 30'19" W a distance of 35 59 feet to a point coincident with a tangent curve concave to the East, said curve having a radius of 50 00 feet, a delta angle of 23 37'51" and being subtended by a chord bearing N 05 18'37" E for a distance of 20 48 feet, thence coincident with the arc of said curve a distance of 20 62 feet, thence N 17 07'32" E a distance of 50 27 feet to a point coincident with a tangent curve concave to the Southeast, said curve having a radius of 50 00 feet, a delta angle of 48 57'08" and being subtended by a chord bearing N 41 36'06" E for a distance of 41 43 feet, thence coincident with the arc of said curve a distance of 42 72 feet, thence N 66 04'41" E a distance of 14 27 feet to a point coincident with a tangent curve concave to the South, said curve having a radius of 50 00 feet, a delta angle of 03 48'12" and being subtended by a chord bearing N 67 58'47" E for a distance of 3 32 feet, thence coincident with the arc of said curve a distance of 3 32 feet to the POINT OF BEGINNING

Containing an area of 37835 03 square feet, 0 869 acres, more or less

Digitally signed by Stacy Brown Date 2019 05 19 07 14 43 05 00

BSM
BY SK
Date 5 21 2019

Stacy L Brown P S M No 6516
SurvTech Solutions, Inc LB No 7340

Project No 20110166
Phase 13
Drawing Name 20110166_13SK7
Last Field Date N/A
Field Book/Page N/A

Drafted By T McClintic
Date Drafted 06/06/18
Revision Date 11/14/18
Approved By S Brown
Date Approved 06/14/18

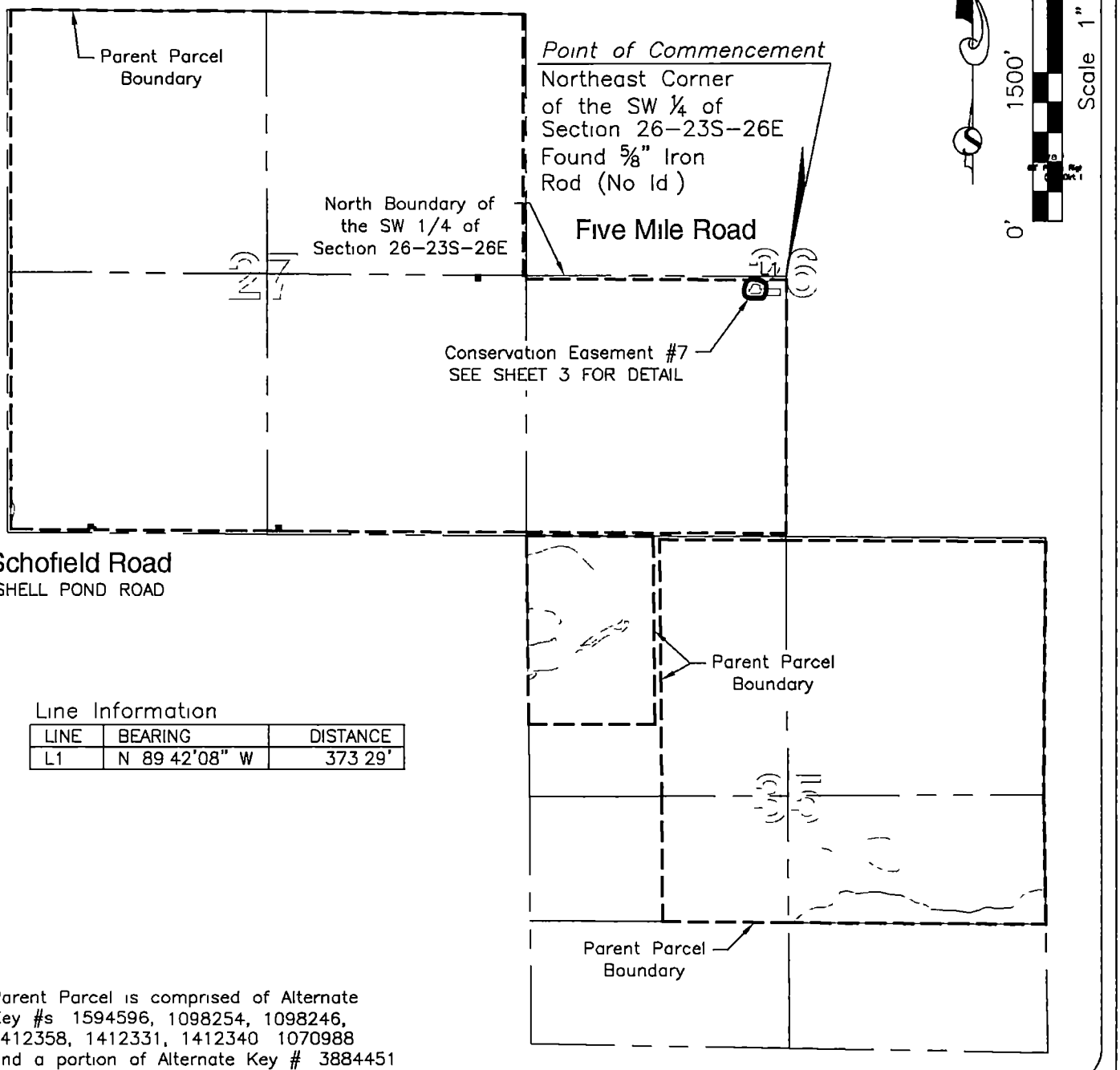
SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
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1) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper
2) The bearing structure for this survey is based on a Florida East State Plane grid bearing of N 89 42 08" W for the North Boundary of the SW ¼ of Section 26-23S-26E
3) THIS IS NOT A BOUNDARY SURVEY

SURVEYING TODAY WITH TOMORROW'S TECHNOLOGY

Date Plotted 11/15/2018 2 33 13 PM By Tim McClintic

Sketch & Description
Four Corners Sand Mine
Conservation Easement #7
Section 26, Township 23 South, Range 26 East
Lake County, Florida



Line Information

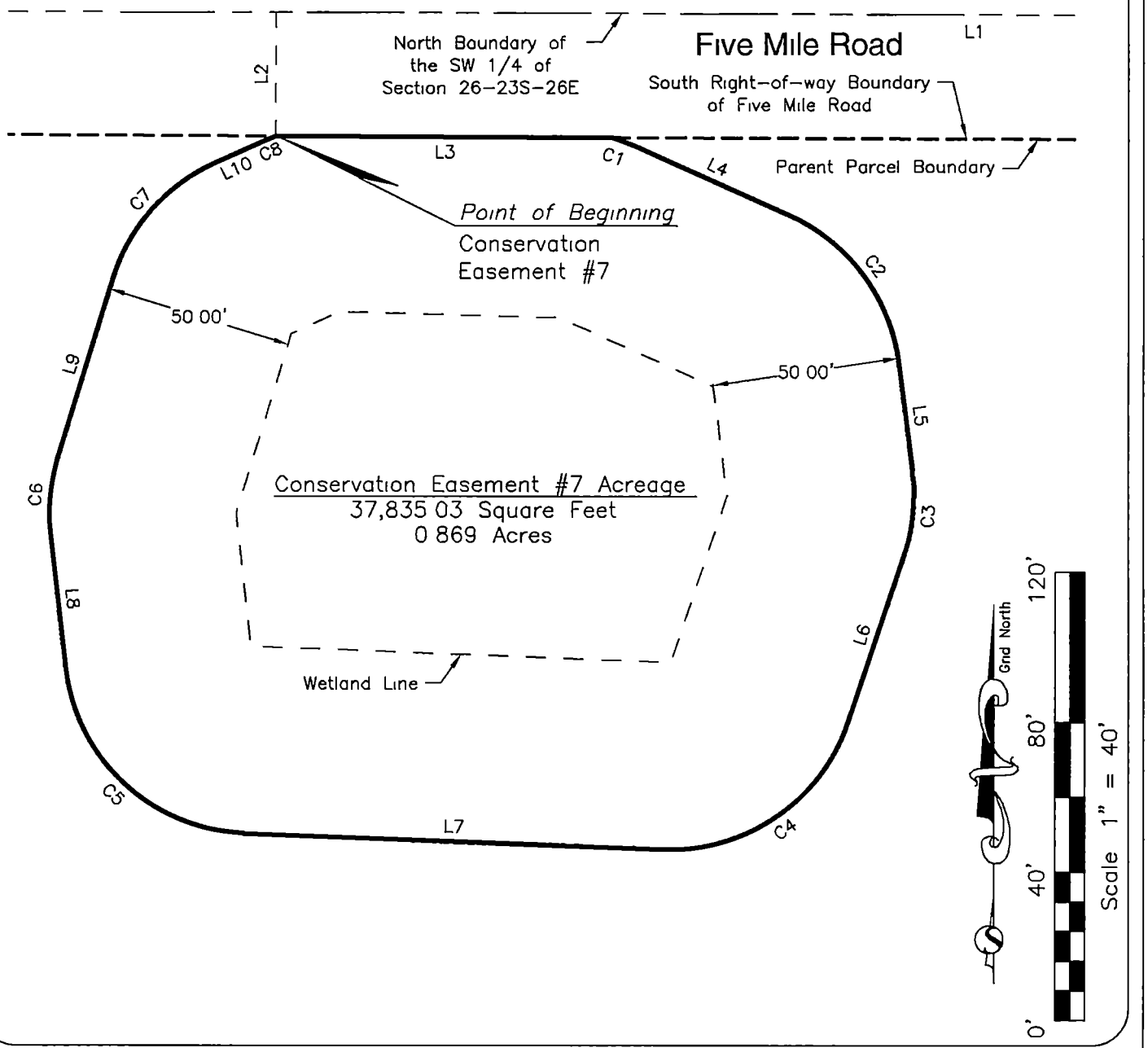
LINE	BEARING	DISTANCE
L1	N 89 42'08" W	373 29'

Parent Parcel is comprised of Alternate Key #s 1594596, 1098254, 1098246, 1412358, 1412331, 1412340 1070988 and a portion of Alternate Key # 3884451

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
Conservation Easement #7
Section 26, Township 23 South, Range 26 East
Lake County, Florida



PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
Conservation Easement #7
Section 26, Township 23 South, Range 26 East
Lake County, Florida

Line Information

LINE	BEARING	DISTANCE
L1	N 89 42'08" W	373 29'
L2	S 00 17'52" W	33 01'
L3	S 89 41'48" E	89 81'
L4	S 66 00'06" E	45 19
L5	S 07 13'45" E	29 35'
L6	S 18 40'15" W	46 88'
L7	N 87 49 17' W	112 60'
L8	N 06 30'19" W	35 59
L9	N 17 07'32" E	50 27'
L10	N 66 04'41" E	14 27'

Curve Information

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	50 00	6 88	S 69 56'34" E	6 87'	7 52'56"	3 44'
C2	50 00'	51 29'	S 36 36'56" E	49 07'	58 46'21"	28 16
C3	50 00'	22 60'	S 05 43'15" W	22 41'	25 54'00"	11 50'
C4	50 00'	64 15	S 55 25 29' W	59 84'	73 30'29"	37 34'
C5	50 00'	70 96'	N 47°09'48" W	65 15'	81 18'58"	42 94'
C6	50 00'	20 62'	N 05 18'37" E	20 48'	23 37'51"	10 46'
C7	50 00'	42 72'	N 41 36 06' E	41 43	48 57'08"	22 76'
C8	50 00	3 32	N 67 58 47" E	3 32'	3 48'12"	1 66'

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
Conservation Easement #8
Section 27, Township 23 South, Range 26 East
Lake County, Florida

Conservation Easement #8 As Written by SurvTech Solutions

A parcel of land lying and being in the Southwest 1/4 of Section 27, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows

COMMENCE at the Southwest corner of the Southwest 1/4 of Section 27, Township 23 South, Range 26 East, Lake County, Florida, thence coincident with the West boundary of the Southwest 1/4 of said Section 27, N 00 00'39 W a distance of 36 32 feet, thence departing said West boundary, N 89 59'21" E a distance of 33 00 feet to a point coincident with the East Right-of-way Boundary of Schofield Road, said point also being the POINT OF BEGINNING, thence coincident with said East Right-of-way Boundary, N 00 00'44" W a distance of 362 45 feet to a point coincident with a non-tangent curve concave to the Southwest, said curve having a radius of 50 00 feet, a delta angle of 65 24'52" and being subtended by a chord bearing S 57 18'18" E for a distance of 54 03 feet, thence departing said East Right-of-way Boundary, coincident with the arc of said curve a distance of 57 08 feet, thence S 24 35'52' E a distance of 39 44 feet to a point coincident with a tangent curve concave to the West said curve having a radius of 50 00 feet, a delta angle of 07 26'56" and being subtended by a chord bearing S 20 52'24" E for a distance of 6 50 feet, thence coincident with the arc of said curve a distance of 6 50 feet, thence S 17 08'56" E a distance of 40 14 feet to a point coincident with a tangent curve concave to the West, said curve having a radius of 50 00 feet, a delta angle of 03 57'12" and being subtended by a chord bearing S 15 10'20" E for a distance of 3 45 feet, thence coincident with the arc of said curve a distance of 3 45 feet, thence S 13 11'43" E a distance of 37 84 feet to a point coincident with a tangent curve concave to the West, said curve having a radius of 50 00 feet, a delta angle of 26 17'45" and being subtended by a chord bearing S 00 02'51" E for a distance of 22 75 feet, thence coincident with the arc of said curve a distance of 22 95 feet, thence S 13 06'02" W a distance of 50 29 feet to a point coincident with a tangent curve concave to the West, said curve having a radius of 50 00 feet, a delta angle of 00 40'09" and being subtended by a chord bearing S 13 26'06" W for a distance of 0 58 feet, thence coincident with the arc of said curve a distance of 0 58 feet, thence S 13 46'11" W a distance of 84 21 feet to a point coincident with a tangent curve concave to the West, said curve having a radius of 50 00 feet, a delta angle of 00 53'10 and being subtended by a chord bearing S 14 12'46" W for a distance of 0 77 feet, thence coincident with the arc of said curve a distance of 0 77 feet thence S 14 39'21" W a distance of 21 31 feet to a point coincident with a tangent curve concave to the Northwest, said curve having a radius of 50 00 feet, a delta angle of 75 19'55" and being subtended by a chord bearing S 52 19'19" W for a distance of 61 11 feet, thence coincident with the arc of said curve a distance of 65 74 feet to the POINT OF BEGINNING

Containing an area of 22782 67 square feet, 0 523 acres, more or less

BSM
BY SK
Date 5 21 2019

Digitally signed by Stacy Brown Date 2019 05 19 07 15 39 05 00

Stacy L Brown P S M No 6516
SurvTech Solutions, Inc LB No 7340

Project No 20110166
Phase 13
Drawing Name 20110166_13SK8
Last Field Date N/A
Field Book/Page N/A

Drafted By T McClintic
Date Drafted 06/06/18
Revision Date 11/14/18
Approved By S Brown
Date Approved 06/14/18

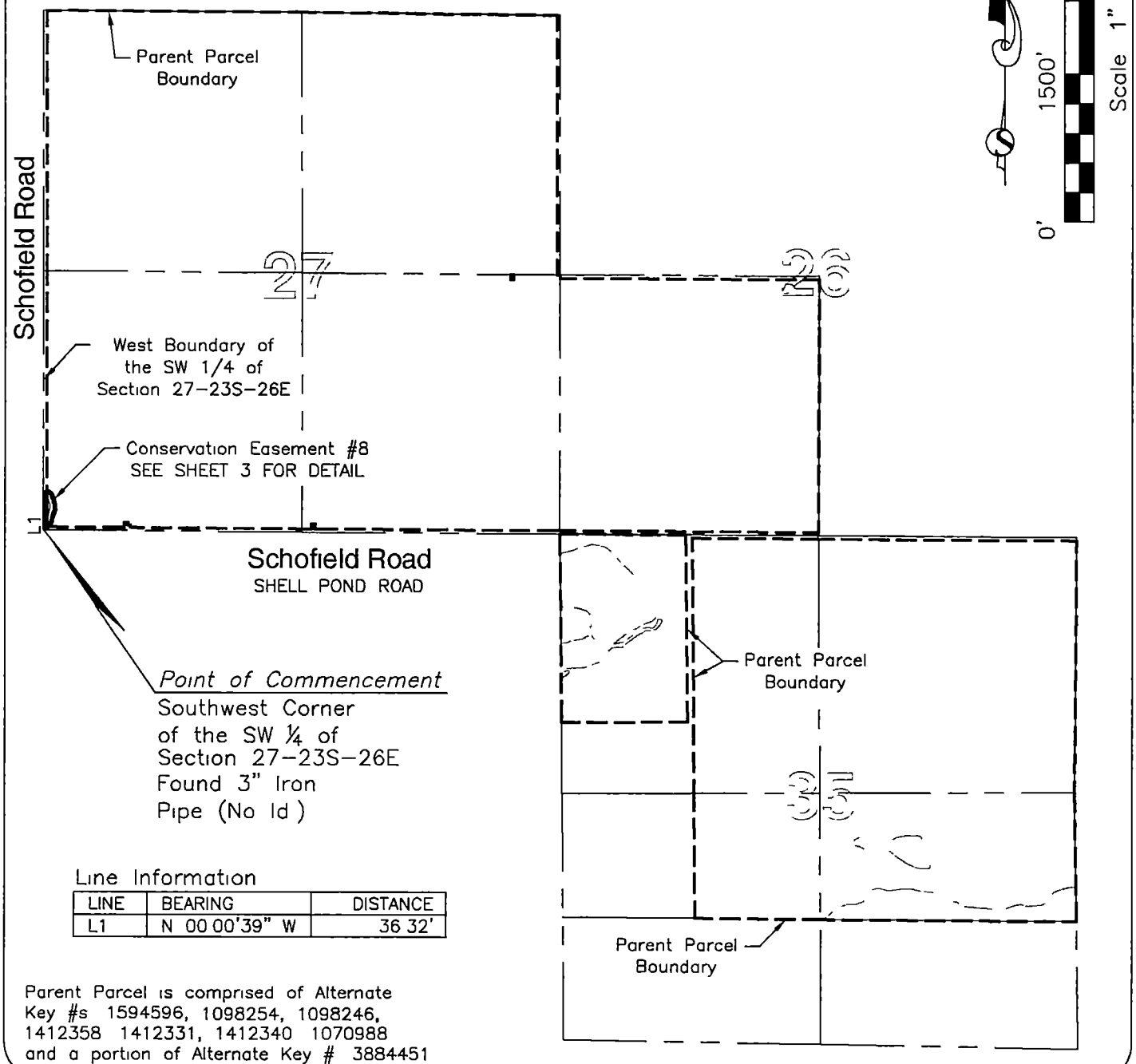
SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
10220 U S Highway 92 East, Tampa, FL 33610
phone (813)-621-7194, fax (813)-621-4929, Licensed Business #7340
email sbrown@survtechsolutions com http //www survtechsolutions com

1) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper
2) The bearing structure for this survey is based on a Florida East State Plane grid bearing of N 00 01'29" W for the East Boundary of the NW ¼ of Section 27-23S-26E
3) THIS IS NOT A BOUNDARY SURVEY

SURVEYING TODAY WITH TOMORROW'S TECHNOLOGY

Date Plotted 11/15/2018 2 35 46 PM By Tim McClintic

Sketch & Description
Four Corners Sand Mine
Conservation Easement #8
Section 27, Township 23 South, Range 26 East
Lake County, Florida



Line Information

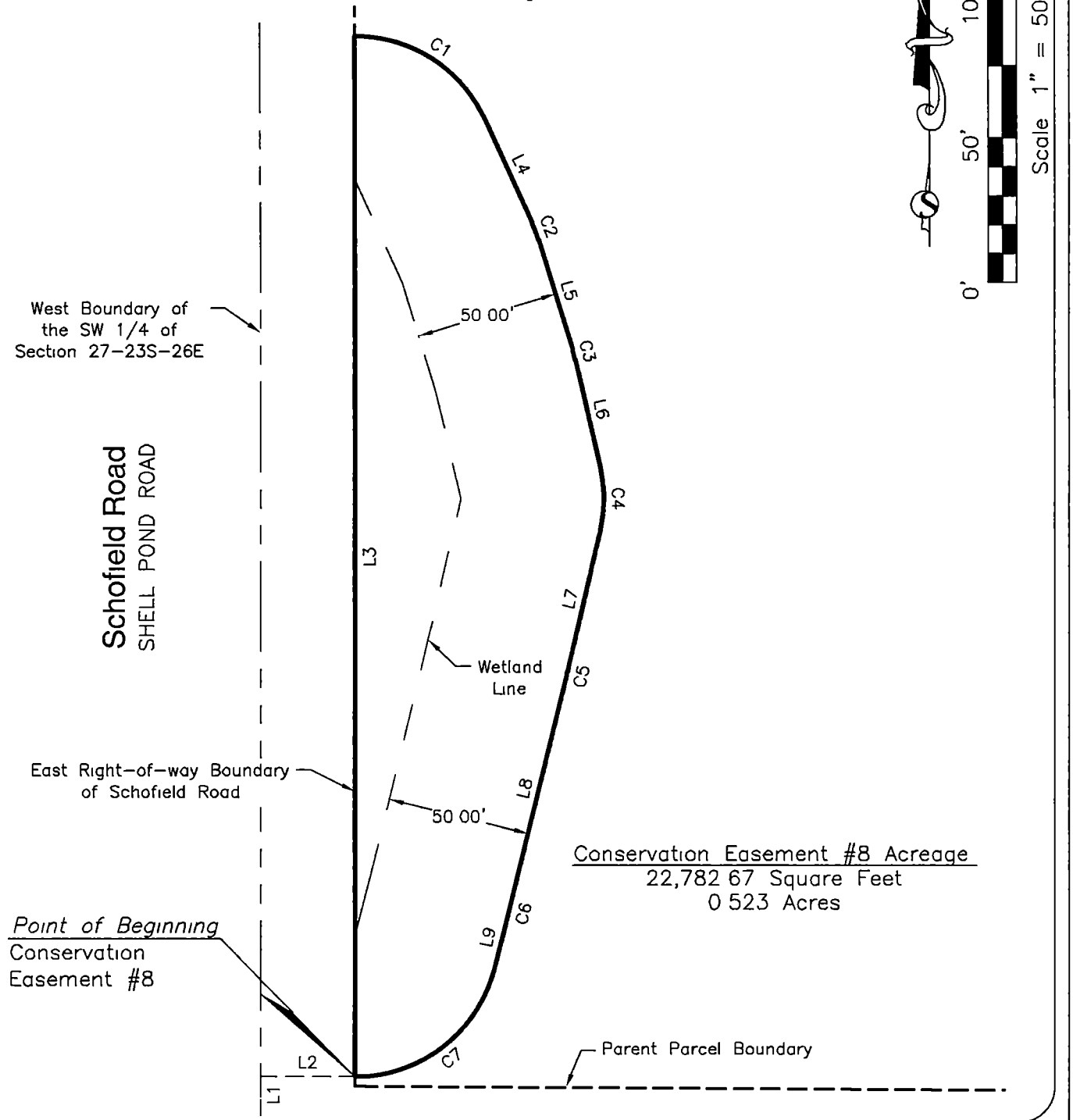
LINE	BEARING	DISTANCE
L1	N 00 00'39" W	36 32'

Parent Parcel is comprised of Alternate Key #s 1594596, 1098254, 1098246, 1412358 1412331, 1412340 1070988 and a portion of Alternate Key # 3884451

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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Sketch & Description
Four Corners Sand Mine
Conservation Easement #8
Section 27, Township 23 South, Range 26 East
Lake County, Florida



Conservation Easement #8 Acreage
22,782 67 Square Feet
0 523 Acres

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

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phone (813)-621-4929, fax (813)-621-7194 Licensed Business #7340
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Sketch & Description
Four Corners Sand Mine
Conservation Easement #8
Section 27, Township 23 South, Range 26 East
Lake County, Florida

Line Information.

LINE	BEARING	DISTANCE
L1	N 00 00'39" W	36 32'
L2	N 89 59 21" E	33 00'
L3	N 00 00'44" W	362 45'
L4	S 24 35'52" E	39 44'
L5	S 17 08'56" E	40 14
L6	S 13 11'43" E	37 84
L7	S 13 06'02" W	50 29'
L8	S 13 46'11" W	84 21'
L9	S 14 39 21" W	21 31'

Curve Information:

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	50 00	57 08'	S 57 18'18" E	54 03	65 24'52"	32 11
C2	50 00'	6 50'	S 20 52'24" E	6 50'	7 26'56"	3 25'
C3	50 00'	3 45	S 15 10 20" E	3 45'	3 57'12"	1 73'
C4	50 00'	22 95'	S 00 02'51" E	22 75'	26 17'45"	11 68'
C5	50 00'	0 58	S 13 26'06" W	0 58	0 40'09	0 29'
C6	50 00'	0 77'	S 14 12'46" W	0 77'	0 53'10"	0 39'
C7	50 00'	65 74	S 52 19 19' W	61 11'	75 19'55"	38 60'

PROJECT NO 20110166
PHASE 13
LAST FIELD DATE N/A

SURVTECH SOLUTIONS, INC SURVEYORS AND MAPPERS
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phone (813)-621-4929, fax (813)-621-7194, Licensed Business #7340
email sbrown@survtechsolutions com http //www survtechsolutions com

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

INTENTIONALLY LEFT BLANK

INSTRUMENT#: 2025031570 OR BK 6492 PG 272 PAGES: 12 3/14/2025 3:12:53 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $103.50

PREPARED BY AND RETURN TO:
David A. Shontz, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Ste. 1600
Orlando, Florida 32801

Partial Release of Deed of Conservation Easement Standard with Third-Party Beneficiary Rights dated October 11, 2019, and recorded January 24, 2020, at OR Book 5410, Page 2373 of the Official Records of Lake County, Florida

THIS PARTIAL RELEASE ("Release") is made and entered into as of this 25th day of FEBRUARY, 2025, by Florida Department of Environmental Protection (the "Owner") and Lake County Board of County Commissioners (the "Third-Party Beneficiary") as the easement interest owner and third-party beneficiary of real property situated in Lake County, Florida.

RECITALS:

WHEREAS, on January 24, 2020, a Deed of Conservation Easement Standard with Third-Party Beneficiary Rights (the "Easement") was recorded in Official Record Book 5410, Pages 2373-2411, Official Records of Lake County, Florida, in order to retain the areas described in the Easement in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable for fish, plants, or wildlife in accordance with Section 704.06, Florida Statutes; and

WHEREAS, the Central Florida Expressway Authority's ("CFX") filed a Petition in Eminent Domain, Case No. 2023 CA 00213, to acquire certain property needed for the Central Florida Expressway System, known more particularly as the Lake/Orange Expressway Project, Project Nos. 516-236 and 516-237, necessary for the use and benefit of the public in general; and

WHEREAS, to accommodate CFX's purchase or acquisition by eminent domain of a certain portion of the Easement, more specifically described on **Exhibit "A"** (the "Released Property"), it is the express intent of the Owner and the Third-Party Beneficiary to separate the Released Property from the Easement by virtue of this Partial Release;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the above recitals and the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged, the parties hereto do hereby agree as follows:

1. Release

A. Legislative Findings of Fact. The foregoing recitals are hereby adopted as legislative findings and are ratified and confirmed as being true and correct and are hereby made a specific part of this Partial Release upon adoption hereof.

B. The Owner and Third-Party Beneficiary hereby release the Released Property described in **Exhibit "A"** from the Easement.

C. Any property not specifically released in **Exhibit "A"**, shall continue to be in conservation as required by the original Conservation Easement.

2. Recording

A. The CFX shall pay or cause the payment of all costs and/or fees associated with recording this instrument in the Official Records of Lake County, Florida.

SIGNATURES ON FOLLOWING PAGE

Partial Release of Deed of Conservation Easement

IN WITNESS WHEREOF, this Release has been executed as of the day and year first above written.

WITNESS:

A. Ellis

Print Name: Amber Ellis

Address: Florida Department of
Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399

FLORIDA DEPARTMENT OF ENVIRONMENT PROTECTION

Tim Thibault

Print Name: Tim Thibault

Address: Florida Department of
Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399

By: Marisa Rhian

Marisa Rhian, Program Administrator
Division of Water Resource Management
2600 Blair Stone Road, M.S. 3500
Tallahassee, FL 32399

STATE OF FLORIDA)
) SS:
COUNTY OF Leon)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3rd day of January, 2025 by Marisa Rhian, Program Administrator of the Florida Department of Environmental Protection, who is personally known to me or who has produced a driver's license as identification as identification.

[Notary Seal]

MARJANE C. TAYLOR
Commission # HH 237845
Expires March 9, 2026

Notary Public: Marjane C. Taylor

Printed Name: Marjane C. Taylor

My Commission Expires: 3/09/2026

Partial Release of Deed of Conservation Easement

IN WITNESS WHEREOF, this Release has been executed as of the day and year first above written.

ATTEST:

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

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman
This 25th day of February, 2025.

Approved as to form and legality.

2/25/25
Melanie Marsh
County Attorney

Partial Release of Deed of Conservation Easement

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: CONSERVATION EASEMENT
PARTIAL RELEASE

LEGAL DESCRIPTION:

A portion of Conservation Easement #4 as recorded in Official Records Book 5410, page 2373 of the Public Records of Lake County, Florida, lying in the North 1/2 of the Southeast 1/4 and the North 1/2 of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

PART A:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 931.57 feet to a point on the Safe Upland Line of Sawgrass Lake; thence departing said East line run North 45°59'11" West along said Safe Upland Line a distance of 32.53 feet for a POINT OF BEGINNING; thence run along said Safe Upland Line the following 21 (twenty-one) courses and distances: run North 45°59'11" West a distance of 42.57 feet; thence North 85°28'55" West a distance of 30.68 feet; thence South 85°53'09" West a distance of 36.65 feet; thence South 81°56'42" West a distance of 47.58 feet; thence South 64°11'02" West a distance of 44.07 feet; thence South 54°13'00" West a distance of 75.95 feet; thence South 35°01'46" West a distance of 30.14 feet; thence South 23°55'45" West a distance of 26.79 feet; thence South 55°14'19" West a distance of 67.12 feet; thence South 78°46'45" West a distance of 108.18 feet; thence South 89°42'08" West a distance of 129.25 feet; thence South 83°05'44" West a distance of 121.55 feet; thence South 62°28'37" West a distance of 112.33 feet; thence North 82°31'12" West a distance of 141.94 feet; thence North 84°07'20" West a distance of 131.56 feet; thence North 81°20'21" West a distance of 110.55 feet; thence North 71°31'50" West a distance of 105.23 feet; thence North 71°40'29" West a distance of 118.56 feet; thence North 64°32'22" West a distance of 93.14 feet; thence North 70°58'10" West a distance of 94.59 feet; thence North 78°12'52" West a distance of 124.28 feet to a point on the Northerly Limited Access Right of Way line of State Road 516 (Lake/Orange Expressway) according to Central Florida Expressway Authority Right of Way Map Project No. 516-237, herein designated as Point "A"; thence departing said Safe Upland Line run North 86°17'28" East along said Northerly Limited Access Right of Way line a distance of 13.96 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11177.00 feet, a chord bearing of North 89°31'09" East and a chord distance of 74.68 feet; thence from a tangent bearing of North 89°19'40" East, run Easterly along the arc of said curve and along said Limited Access Right of Way line through a central angle of 00°22'58" a distance of 74.68 feet to a point on the boundary of Conservation Easement #4 as recorded in Official Records Book 5410, page 2373 of the Public Records of Lake County, Florida; thence departing said curve and said Limited Access Right of Way line run the following 34 (thirty-four) courses and distances along said boundary

(CONTINUED ON SHEET 2)

NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, HAVING A BEARING OF NORTH 00°20'36" WEST.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON AUGUST 29, 2024.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE COMPANY, FILE NUMBER 2037-5087816, EFFECTIVE DATE MARCH 9, 2021, UPDATED MARCH 13, 2023 AND REVISED APRIL 11, 2023.
7. ALL CURVES ALONG THE BOUNDARY OF CONSERVATION EASEMENT #4 AS SHOWN HEREON ARE TANGENT EXCEPT AS SHOWN OTHERWISE (NT).
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 4 - 8 FOR PARCEL SKETCH

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY

CHRISTOPHER JOHN LEFTAKIS LICENSE NUMBER LS 6556 STATE OF FLORIDA

Digitally signed by Christopher J Leftakis
DN: c=US, o=Florida, dnQualifier=A01410D00000181205411810002210 5, cn=Christopher J Leftakis
Date: 2024.08.29 15:43:50 -04'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

CHRISTOPHER J. LEFTAKIS,
PROFESSIONAL SURVEYOR & MAPPER No 6556

DATE	08/27/2024		GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-131
DRAWN BY	P. MCANALLY				
CHECKED BY	J. CAMPBELL				
GEODATA PROJECT NO.	B40-01				
			1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-8985 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6558	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
					SHEET 1 OF 8
REVISION	BY	DATE			

Partial Release of Deed of Conservation Easement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: CONSERVATION EASEMENT
PARTIAL RELEASE

LEGAL DESCRIPTION (CONTINUED FROM SHEET 1):

of Conservation Easement #4: run South 75°36'39" East a distance of 7.04 feet; thence South 85°19'51" East a distance of 111.31 feet to the point of curvature of a curve concave Southerly having a radius of 50.00 feet, a chord bearing of South 75°03'13" East and a chord distance of 17.84 feet; thence run Easterly along the arc of said curve through a central angle of 20°33'17" a distance of 17.94 feet to the point of tangency; thence South 64°46'34" East a distance of 105.71 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 50.00 feet, a chord bearing of South 64°44'49" East and a chord distance of 0.05 feet; thence run Southeasterly along the arc of said curve through a central angle of 00°03'31" a distance of 0.05 feet to the point of tangency; thence South 64°43'03" East a distance of 61.38 feet; thence South 74°14'01" East a distance of 98.35 feet to the point of curvature of a curve concave Southerly, having a radius of 50.00 feet, a chord bearing of South 63°34'52" East and a chord distance of 18.49 feet; thence run Easterly along the arc of said curve through a central angle of 21°18'18" a distance of 18.59 feet to the point of tangency; thence South 52°55'42" East a distance of 59.42 feet; thence North 87°41'56" East a distance of 22.93 feet to the point of curvature of a curve concave Southerly, having a radius of 50.00 feet, a chord bearing of South 88°27'39" East and a chord distance of 6.70 feet; thence run Easterly along the arc of said curve through a central angle of 07°40'51" a distance of 6.70 feet to the point of tangency; thence South 84°37'13" East a distance of 131.39 feet; thence South 88°48'21" East a distance of 71.93 feet to the point of curvature of a curve concave Southerly, having a radius of 50.00 feet, a chord bearing of South 86°15'40" East and a chord distance of 4.44 feet; thence run Easterly along the arc of said curve through a central angle of 05°05'22" a distance of 4.44 feet to the point of tangency; thence South 83°42'59" East a distance of 131.67 feet; thence North 75°13'31" East a distance of 78.62 feet; thence North 68°39'31" East a distance of 65.33 feet to the point of curvature of a curve concave Southerly, having a radius of 50.00 feet, a chord bearing of North 74°36'46" East and a chord distance of 10.37 feet; thence run Easterly along the arc of said curve through a central angle of 11°54'29" a distance of 10.39 feet to the point of tangency; thence North 80°34'00" East a distance of 54.72 feet to the point of curvature of a curve concave Southerly, having a radius of 50.00 feet, a chord bearing of South 85°01'36" East and a chord distance of 24.88 feet; thence run Easterly along the arc of said curve through a central angle of 28°48'49" a distance of 25.14 feet to the point of tangency; thence South 70°37'11" East a distance of 53.70 feet; thence North 83°36'46" East a distance of 133.74 feet; thence North 61°17'33" East a distance of 31.31 feet; thence North 29°52'14" East a distance of 59.87 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet, a chord bearing of North 39°23'56" East and a chord distance of 16.55 feet; thence run Northeasterly along the arc of said curve through a central angle of 19°03'23" a distance of 16.63 feet to the point of tangency; thence North 48°55'37" East a distance of 56.58 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet, a chord bearing of North 57°10'55" East and a chord distance of 14.36 feet; thence run Northeasterly along the arc of said curve through a central angle of 16°30'35" a distance of 14.41 feet to the point of tangency; thence North 65°26'11" East a distance of 58.12 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet, a chord bearing of North 70°04'22" East and a chord distance of 8.08 feet; thence run Northeasterly along the arc of said curve through a central angle of 09°16'22" a distance of 8.09 feet to the point of tangency; thence North 74°42'33" East a distance of 59.99 feet to the point of curvature of a curve concave Southerly, having a radius of 50.00 feet, a chord bearing of North 75°52'22" East and a chord distance of 2.03 feet; thence run Easterly along the arc of said curve through a central angle of 02°19'38" a distance of 2.03 feet to the point of tangency; thence North 77°02'11" East a distance of 52.34 feet to the point of curvature of a curve concave Southerly, having a radius of 50.00 feet, a chord bearing of North 85°36'45" East and a chord distance of 14.91 feet; thence run Easterly along the arc of said curve through a central angle of 17°09'08" a distance of 14.97 feet to the point of tangency; thence South 85°48'41" East a distance of 53.94 feet; thence South 01°05'12" East a distance of 42.52 feet to the POINT OF BEGINNING.

Containing 0.912 acres, more or less.

AND ALSO:

PART B:

BEGIN at the aforesaid Point "A", being a point of intersection of the Safe Upland Line of Sawgrass Lake with the Northerly Limited Access Right of Way line of State Road 516 (Lake/Orange Expressway); thence South 82°40'53" West along said Safe Upland Line a distance of 106.34 feet; thence North 89°01'42" West and continue along said Safe Upland Line a distance of 82.05 feet to a point on the aforesaid Northerly Limited Access Right of Way line; thence departing said Safe Upland Line run North 86°17'28" East along said Northerly Limited Access Right of Way line a distance of 187.91 feet to the POINT OF BEGINNING.

Containing 629 square feet, more or less.

AND ALSO: (CONTINUED ON SHEET 3)

SEE SHEETS 4 - 8 FOR PARCEL SKETCH

DATE	08/27/2024		GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-131
DRAWN BY	P. MCANALLY				
CHECKED BY	J. CAMPBELL				
GEODATA PROJECT NO.	840-01				
			1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6865 FAX: 978-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6558	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
					SHEET 2 OF 8
REVISION	BY	DATE			

Partial Release of Deed of Conservation Easement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: CONSERVATION EASEMENT
PARTIAL RELEASE

LEGAL DESCRIPTION (CONTINUED FROM SHEET 2):

PART C:

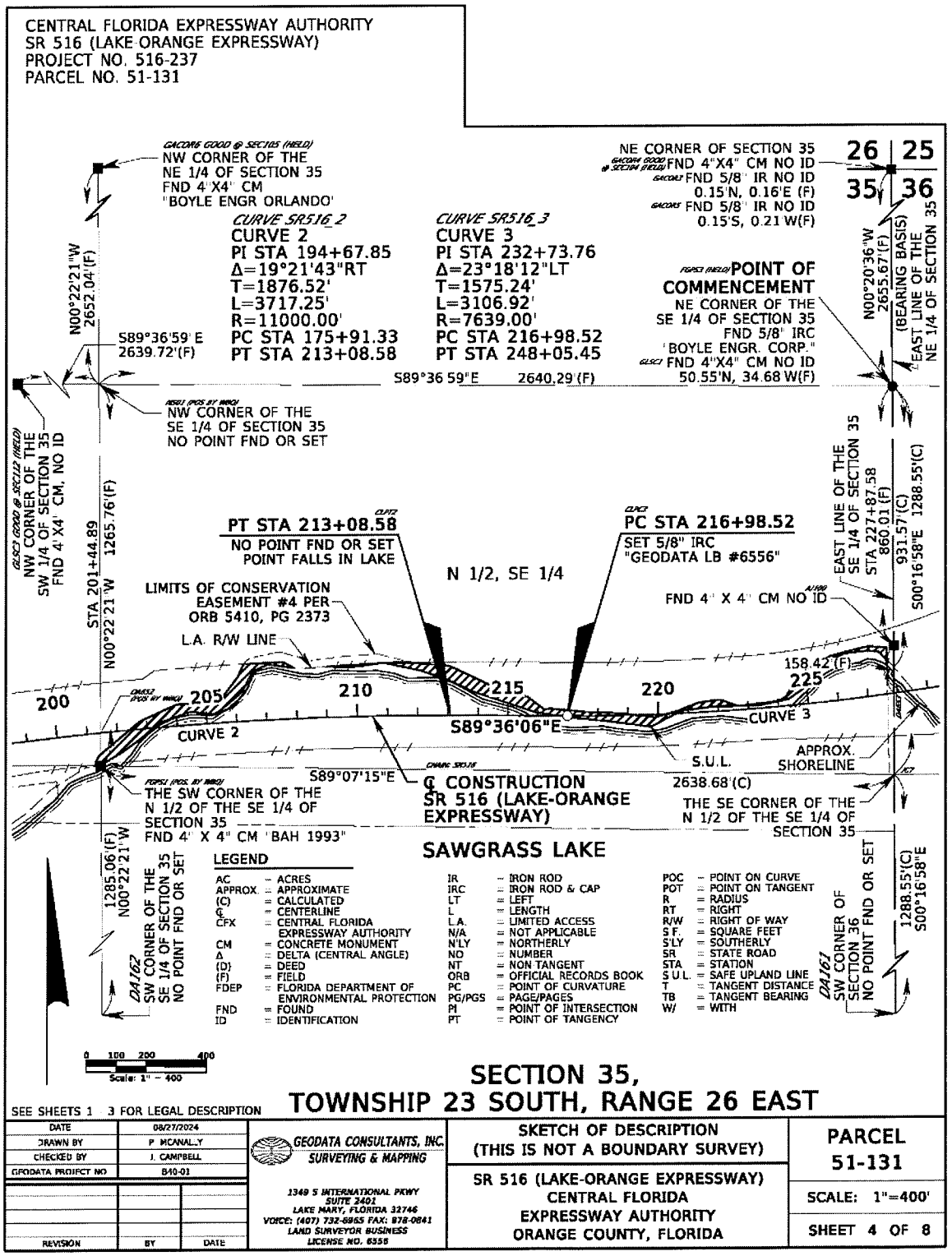
Commence at the aforesaid Point "A" being a point of intersection of the Safe Upland Line of Sawgrass Lake with the Northerly Limited Access Right of Way line of State Road 516 (Lake/Orange Expressway); thence run South 86°17'28" West along said Northerly Limited Access Right of Way line a distance of 290.93 feet; thence North 62°35'57" West and continue along said Northerly Limited Access Right of Way line a distance of 6.92 feet to a point on the aforesaid Safe Upland Line for a POINT OF BEGINNING; thence departing said Northerly Limited Access Right of Way line run the following 10 (ten) courses and distances along said Safe Upland Line: run North 82°25'09" West a distance of 89.28 feet; thence South 65°33'27" West a distance of 55.67 feet; thence South 14°10'17" West a distance of 53.08 feet; thence South 36°52'15" West a distance of 83.20 feet; thence South 68°39'11" West a distance of 65.72 feet; thence North 84°18'04" West a distance of 82.75 feet; thence South 70°58'51" West a distance of 108.79 feet; thence South 50°13'09" West a distance of 86.29 feet; thence South 54°05'28" West a distance of 70.10 feet; thence South 59°08'14" West a distance of 88.70 feet to a point on the South line of the North 1/2 of the Southwest 1/4 of said Section 35 and a point on the boundary of the aforesaid Conservation Easement #4; thence departing said Safe Upland Line run the following 13 (thirteen) courses and distances along said boundary: thence North 89°32'24" West along said South line and said boundary a distance of 13.54 feet to the beginning of a non-tangent curve concave Easterly, having a radius of 50.00 feet, a chord bearing of North 25°03'07" East and a chord distance of 42.09 feet; thence departing said South line from a tangent bearing of North 00°09'33" East, run Northerly along the arc of said curve and continue along said boundary through a central angle of 49°47'07" a distance of 43.45 feet to the point of tangency; thence North 49°56'40" East a distance of 163.06 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet, a chord bearing of North 57°52'15" East and a chord distance of 13.79 feet; thence run Northeasterly along the arc of said curve through a central angle of 15°51'09" a distance of 13.83 feet to the point of tangency; thence North 65°47'49" East a distance of 117.77 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet, a chord bearing of North 77°04'20" East and a chord distance of 19.55 feet; thence run Northeasterly along the arc of said curve through a central angle of 22°33'01" a distance of 19.68 feet to the point of tangency; thence North 88°20'50" East a distance of 78.20 feet; thence North 71°22'49" East a distance of 70.01 feet; thence North 32°40'29" East a distance of 8.78 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet, a chord bearing of North 34°59'12" East and a chord distance of 4.03 feet; thence run Northeasterly along the arc of said curve through a central angle of 04°37'25" a distance of 4.03 feet to the point of tangency; thence North 37°17'54" East a distance of 65.76 feet; thence North 25°19'37" East a distance of 44.34 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet a chord bearing of North 28°42'51" East and a chord distance of 5.91 feet; thence run Northeasterly along the arc of said curve through a central angle of 06°46'28" a distance of 5.91 feet to a point on the aforesaid Northerly Limited Access Right of Way line and a point on a non-tangent curve concave Southerly, having a radius of 11190.00 feet, a chord bearing of North 87°12'39" East and a chord distance of 128.91 feet; thence departing said curve and said boundary of Conservation Easement #4, from a tangent bearing of North 86°52'51" East, run Easterly along the arc of said curve and along said Northerly Limited Access Right of Way line through a central angle of 00°39'36" a distance of 128.91 feet to the end of said curve; thence South 62°35'57" East and continue along said Northerly Limited Access Right of Way line a distance of 43.46 feet to the POINT OF BEGINNING.

Containing 0.615 acres, more or less.
Containing an aggregate total of 1.541 acres, more or less.

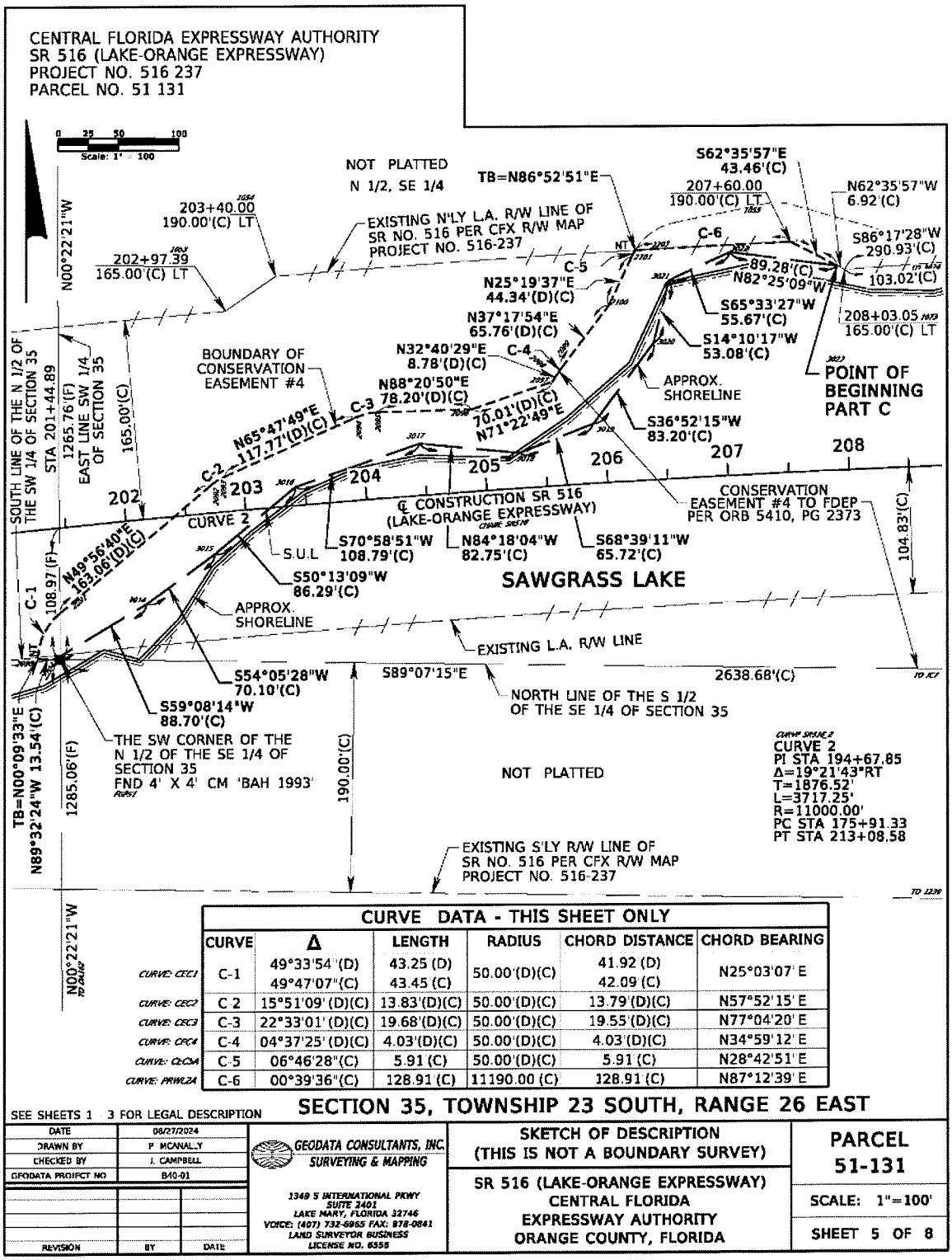
SEE SHEETS 4 - 8 FOR PARCEL SKETCH

DATE	08/27/2024		GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-131
DRAWN BY	P. MCANALLY				
CHECKED BY	J. CAMPBELL		1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 8358	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
GEODATA PROJECT NO	B40-01				SHEET 3 OF 8
REVISION	BY	DATE			

Partial Release of Deed of Conservation Easement



Partial Release of Deed of Conservation Easement



CURVE DATA - THIS SHEET ONLY					
CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C-1	49°33'54"(D) 49°47'07"(C)	43.25 (D) 43.45 (C)	50.00'(D)(C)	41.92 (D) 42.09 (C)	N25°03'07"E
C-2	15°51'09"(D)(C)	13.83'(D)(C)	50.00'(D)(C)	13.79'(D)(C)	N57°52'15"E
C-3	22°33'01"(D)(C)	19.68'(D)(C)	50.00'(D)(C)	19.55'(D)(C)	N77°04'20"E
C-4	04°37'25"(D)(C)	4.03'(D)(C)	50.00'(D)(C)	4.03'(D)(C)	N34°59'12"E
C-5	06°46'28"(C)	5.91 (C)	50.00'(D)(C)	5.91 (C)	N28°42'51"E
C-6	00°39'36"(C)	128.91 (C)	11190.00 (C)	128.91 (C)	N87°12'39"E

SEE SHEETS 1 - 3 FOR LEGAL DESCRIPTION

SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	08/27/2024
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	B40-01

REVISION | BY | DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 978-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6555

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

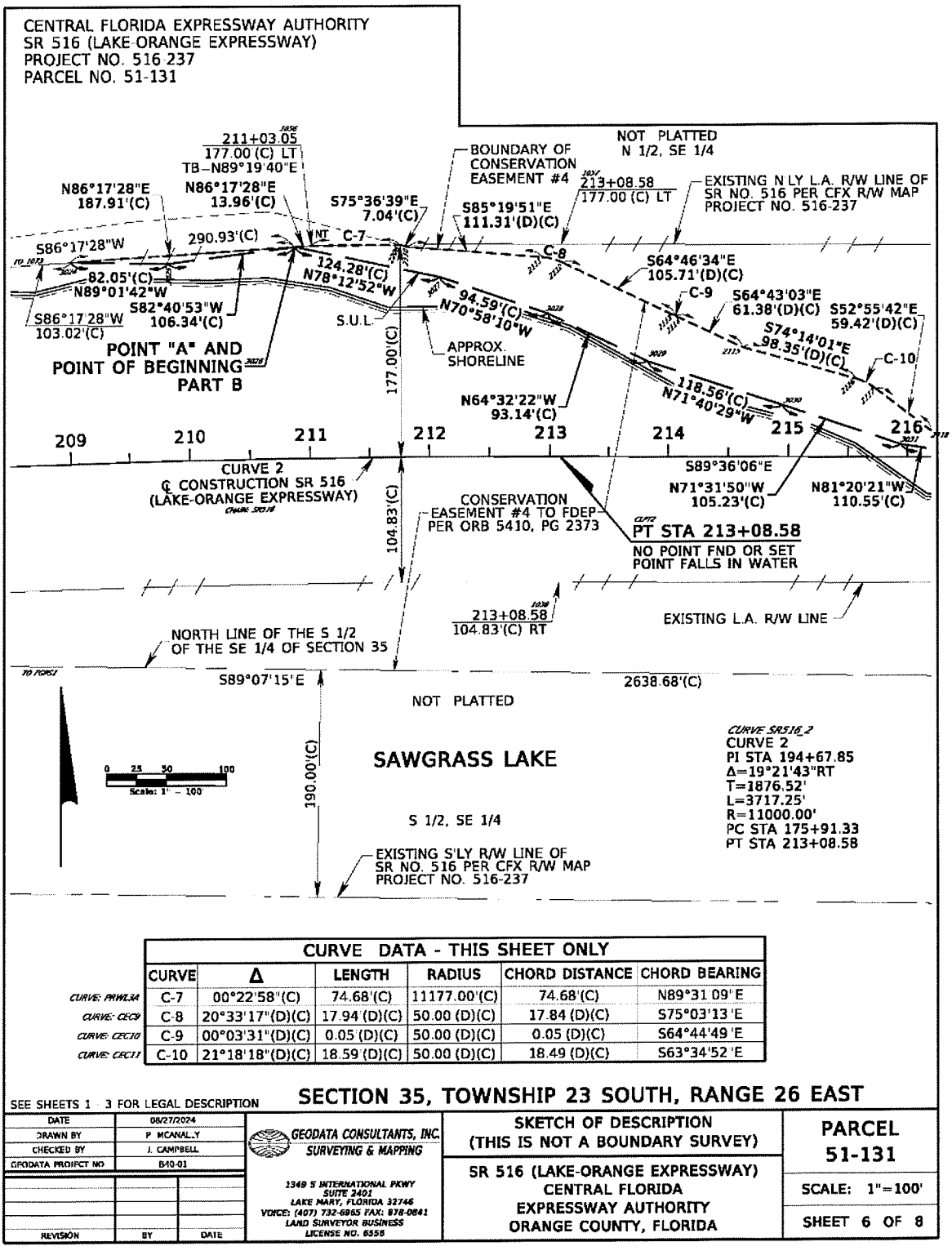
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
51-131

SCALE: 1"=100'

SHEET 5 OF 8

Partial Release of Deed of Conservation Easement



CURVE DATA - THIS SHEET ONLY						
	CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
CURVE: PRWL3A	C-7	00°22'58"(C)	74.68'(C)	11177.00'(C)	74.68'(C)	N89°31'09"E
CURVE: CEC9	C-8	20°33'17"(D)(C)	17.94'(D)(C)	50.00 (D)(C)	17.84 (D)(C)	S75°03'13"E
CURVE: CEC10	C-9	00°03'31"(D)(C)	0.05'(D)(C)	50.00 (D)(C)	0.05 (D)(C)	S64°44'49"E
CURVE: CEC11	C-10	21°18'18"(D)(C)	18.59'(D)(C)	50.00 (D)(C)	18.49 (D)(C)	S63°34'52"E

SEE SHEETS 1 - 3 FOR LEGAL DESCRIPTION

SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	08/27/2024
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	B40-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6855 FAX: 978-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6558

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

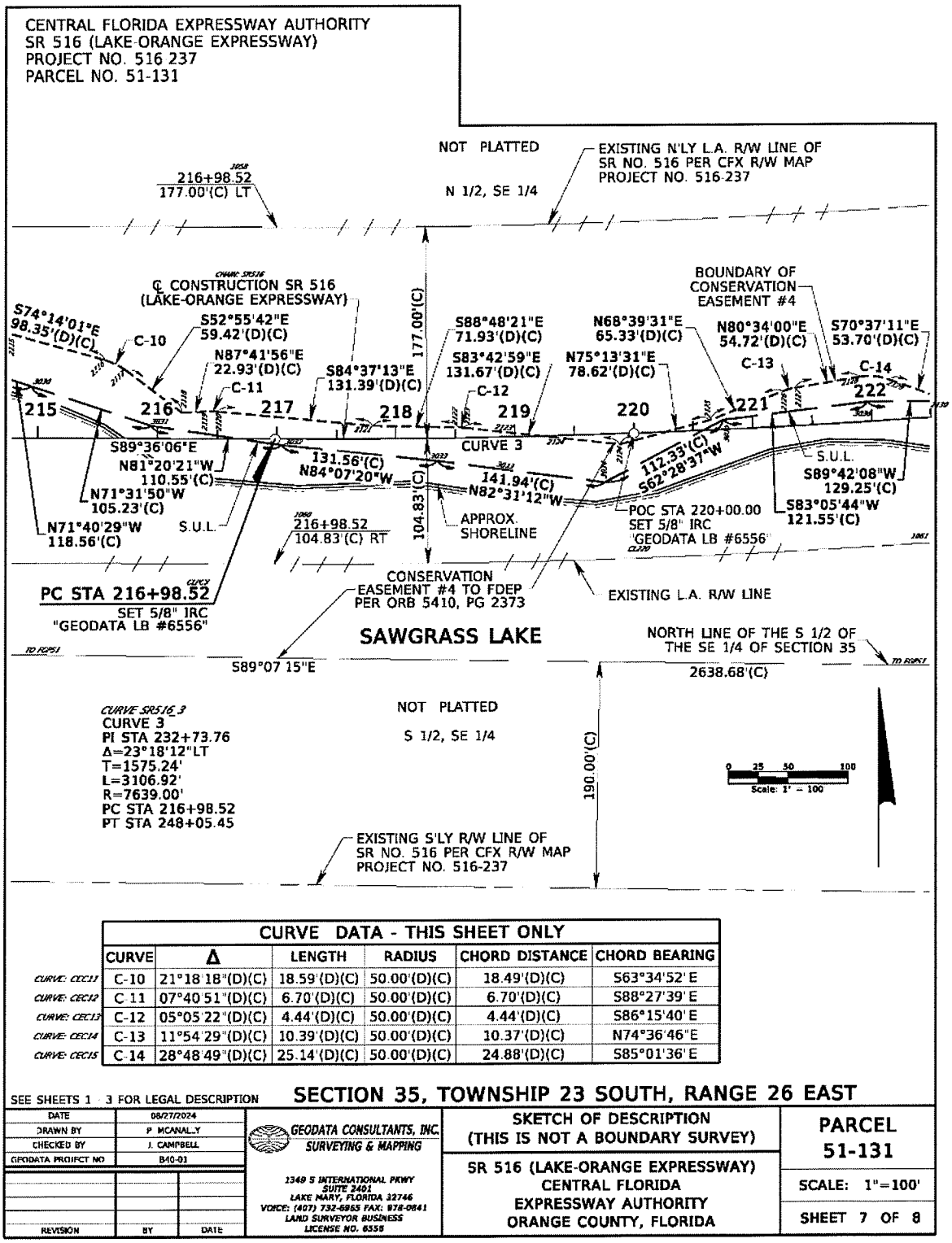
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
51-131

SCALE: 1"=100'

SHEET 6 OF 8

Partial Release of Deed of Conservation Easement



CURVE DATA - THIS SHEET ONLY						
	CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
CURVE: CEC11	C-10	21°18'18"(D)(C)	18.59'(D)(C)	50.00'(D)(C)	18.49'(D)(C)	S63°34'52"E
CURVE: CEC12	C-11	07°40'51"(D)(C)	6.70'(D)(C)	50.00'(D)(C)	6.70'(D)(C)	S88°27'39"E
CURVE: CEC13	C-12	05°05'22"(D)(C)	4.44'(D)(C)	50.00'(D)(C)	4.44'(D)(C)	S86°15'40"E
CURVE: CEC14	C-13	11°54'29"(D)(C)	10.39'(D)(C)	50.00'(D)(C)	10.37'(D)(C)	N74°36'46"E
CURVE: CEC15	C-14	28°48'49"(D)(C)	25.14'(D)(C)	50.00'(D)(C)	24.88'(D)(C)	S85°01'36"E

SEE SHEETS 1 - 3 FOR LEGAL DESCRIPTION

SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	08/27/2024
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6955 FAX: 978-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

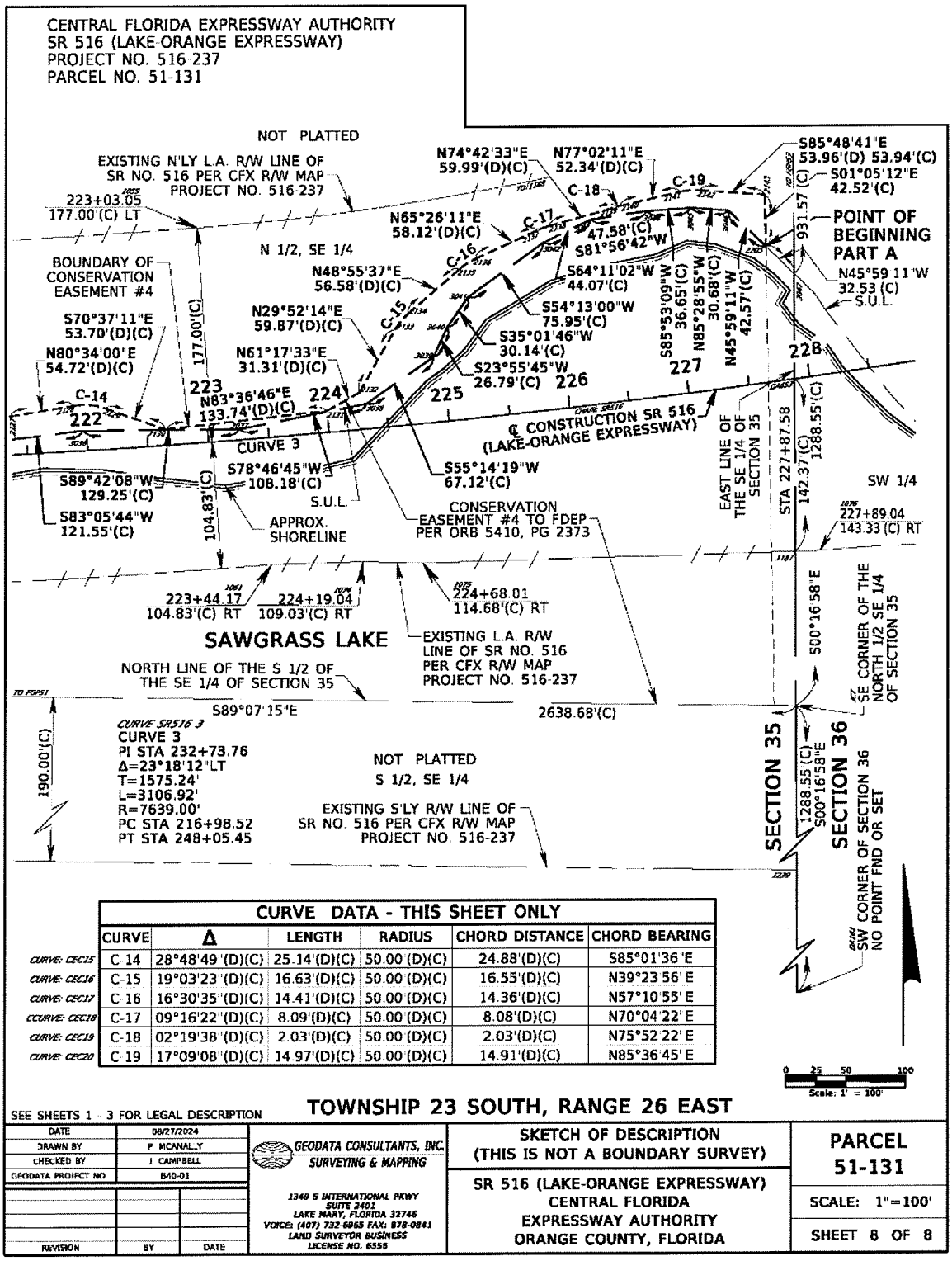
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 51-131

SCALE: 1"=100'

SHEET 7 OF 8

Partial Release of Deed of Conservation Easement



CURVE DATA - THIS SHEET ONLY						
	CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
CURVE: CEC15	C-14	28°48'49"(D)(C)	25.14'(D)(C)	50.00'(D)(C)	24.88'(D)(C)	S85°01'36"E
CURVE: CEC16	C-15	19°03'23"(D)(C)	16.63'(D)(C)	50.00'(D)(C)	16.55'(D)(C)	N39°23'56"E
CURVE: CEC17	C-16	16°30'35"(D)(C)	14.41'(D)(C)	50.00'(D)(C)	14.36'(D)(C)	N57°10'55"E
CCURVE: CEC18	C-17	09°16'22"(D)(C)	8.09'(D)(C)	50.00'(D)(C)	8.08'(D)(C)	N70°04'22"E
CURVE: CEC19	C-18	02°19'38"(D)(C)	2.03'(D)(C)	50.00'(D)(C)	2.03'(D)(C)	N75°52'22"E
CURVE: CEC20	C-19	17°09'08"(D)(C)	14.97'(D)(C)	50.00'(D)(C)	14.91'(D)(C)	N85°36'45"E

SEE SHEETS 1 - 3 FOR LEGAL DESCRIPTION

TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	08/27/2024	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-131
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL			
GEODATA PROJECT NO	540-01	1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6559	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: 1"=100'
REVISION	BY	DATE		SHEET 8 OF 8

PREPARED BY AND RETURN TO:
David A. Shontz, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Ste. 1600
Orlando, Florida 32801

Partial Release of Deed of Conservation Easement Standard with Third-Party Beneficiary Rights dated October 11, 2019, and recorded January 24, 2020, at OR Book 5410, Page 2373 of the Official Records of Lake County, Florida

THIS PARTIAL RELEASE ("Release") is made and entered into as of this ___day of _____, 2026, by Florida Department of Environmental Protection (the "Owner") and Lake County Board of County Commissioners (the "Third-Party Beneficiary") as the easement interest owner and third-party beneficiary of real property that is situated in Lake County, Florida and more specifically described on **Exhibit "A"** (the "Property") that is attached hereto and incorporated by reference herein.

R E C I T A L S:

WHEREAS, on January 24, 2020, the Deed of Conservation Easement Standard with Third Party Beneficiary Rights (the "Easement") was recorded in Official Record Book 5410, Pages 2373-2411, Public Records of Lake County, Florida, for the purpose to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable for fish, plants, or wildlife in accordance with Section 704.06, F.S.; and

WHEREAS, to accommodate the sale and/or acquisition by eminent domain of a certain portion of the Property to the Central Florida Expressway Authority ("CFX") in connection with the CFX's SR 516 Project, a portion of the Easement was partially released by the parties and recorded in Official Record Book 6492, Pages 272-283, Public Records of Lake County, Florida, on March 14, 2025; and

WHEREAS, the parties now wish to release additional property more specifically described on **Exhibit "A"** (the "Additional Released Property"), and it is the express intent of the Owner and Third-Party Beneficiary to separate the Additional Released Property from the Easement by virtue of this Release and no longer subject to the conditions, limitations and restrictions imposed under the Easement; and

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the above recitals and the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged, the parties hereto do hereby agree as follows:

1. Release

A. The recitals set forth above are accepted as true and are hereby incorporated herein.

B. The Owner and Third-Party Beneficiary hereby releases the Additional Released Property from the Easement as described in **Exhibit "A"**.

2. Recording

A. The County shall pay or cause the payment of all costs and/or fees associated with recording this instrument in the Official Records of Lake County, Florida.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Release has been executed as of the day and year first above written.

WITNESS:

Print Name: Hannah Teague

Address: FDEP Southwest District
3051 N Telecom Pkwy., Ste 101
Temple Terrace, FL 33637

Print Name: Jana Stevenson

Address: FDEP Southwest District
3051 N Telecom Pkwy., Ste 101
Temple Terrace, FL 33637

FLORIDA DEPARTMENT OF ENVIRONMENT PROTECTION

By: Marisa Rhian
Marisa Rhian, Program Administrator
Division of Water Resource Management
2600 Blair Stone Road, M.S. 3500
Tallahassee, FL 32399

STATE OF FLORIDA)
)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th day of April, 2026 by MARISA RHIAN, Program Administrator of the Florida Department of Environmental Protection, who is personally known to me or who has produced a driver's license as identification as identification.

[Notary Seal]

TOBEY K. MAHONEY
Notary Public, State of Florida
My Comm. Expires Sep. 29, 2026
No. HH 300721

Notary Public: Tobey K Mahoney

Printed Name: Tobey K Mahoney

My Commission Expires: _____

IN WITNESS WHEREOF, this Release has been executed as of the day and year first above written.

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

_____
Leslie Campione, Chairman

This ____ day of _____, 2026.

Approved as to form and legality.

_____
Melanie Marsh
County Attorney

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

PART E:

A parcel of land lying in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 4164, page 1422 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 740.99 feet for a POINT OF BEGINNING; thence departing said East line run South 83°22'29" West a distance of 24.18 feet to the beginning of a non-tangent curve concave Northerly, having a radius of 2144.00 feet and a chord bearing and distance of South 79°24'49" West 481.73 feet; thence from a tangent bearing of South 72°57'47" West, run Westerly along the arc of said curve through a central angle of 12°54'04" a distance of 482.75 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7402.00 feet and a chord bearing and distance of South 88°07'52" West 585.62 feet; thence run Westerly along the arc of said curve through a central angle of 04°32'03" a distance of 585.77 feet to the point of tangency; thence North 89°36'06" West a distance of 299.57 feet; thence North 82°08'03" West a distance of 100.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11250.00 feet and a chord bearing and distance of South 87°51'12" West 981.51 feet; thence from a tangent bearing of North 89°38'47" West, run Westerly along the arc of said curve through a central angle of 05°00'01" a distance of 981.82 feet to the end of said curve; thence South 71°51'13" West a distance of 200.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11205.00 feet and a chord bearing and distance of South 81°23'07" West 1162.51 feet; thence from a tangent bearing of South 84°21'31" West, run Westerly along the arc of said curve through a central angle of 05°56'49" a distance of 1163.03 feet to the end of said curve; thence North 83°33'03" West a distance of 70.60 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023; thence run South 38°45'56" East along said existing Northerly Limited Access Right of Way line a distance of 69.60 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11165.00 feet and a chord bearing and distance of North 81°26'15" East 1249.30 feet; thence from a tangent bearing of North 78°13'49" East, run Easterly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 06°24'52" a distance of 1249.95 feet to the point of reverse curvature of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing and distance of North 69°44'20" East 43.99 feet; thence departing along said existing Northerly Limited Access Right of Way line run Easterly along the arc of said curve through a central angle of 29°48'42" a distance of 44.49 feet to the point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing and distance of North 69°58'40" East 52.51 feet; thence run Northeasterly along the arc of said curve through a central angle of 30°17'22" a distance of 53.13 feet to the point of compound curvature of a curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of North 85°14'16" East 45.06 feet; thence run Easterly along the arc of said curve through a central angle of 00°13'51" a distance of 45.06 feet to a point on said existing Northerly Limited Access Right of Way line; thence run along said existing Northerly Limited Access Right of Way line and the arc of said curve having a radius of 11190.00 feet and a chord bearing and distance of North 85°47'26" East 170.81 feet through a central angle of 00°52'28" a

LEGAL DESCRIPTION CONTINUED ON NEXT SHEET

NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, HAVING A BEARING OF SOUTH 89°41'44" EAST.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MARCH 18, 2025.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5087816, EFFECTIVE DATE MARCH 9, 2021, UPDATED MARCH 13, 2023 AND REVISED APRIL 11, 2023.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

CHRISTOPHER JOHN LEFTAKIS LICENSE NUMBER LS 6556 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by Christopher J Leftakis
DN: c=US, o=Florida, dnQualifier=A01410D0000001812054F18100022F25, cn=Christopher J Leftakis
Date: 2025.03.18 12:02:15 -04'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

CHRISTOPHER J. LEFTAKIS,
PROFESSIONAL SURVEYOR & MAPPER No. 6556

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	B40-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL 51-131E/F/G

SCALE: N/A

SHEET 1 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION CONTINUED:

distance of 170.81 feet to the point of reverse curvature of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing and distance of North 72°55'39" East 39.34 feet; thence departing said existing Northerly Limited Access Right of Way line run Easterly along the arc of said curve through a central angle of 26°36'01" a distance of 39.69 feet to the point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing and distance of North 73°08'33" East 46.97 feet; thence run Northeasterly along the arc of said curve through a central angle of 27°01'48" a distance of 47.41 feet to the point of compound curvature of a curve concave Southerly, having a radius of 11210.00 feet and a chord bearing and distance of North 88°29'23" East 716.85 feet; thence run Easterly along the arc of said curve through a central angle of 03°39'52" a distance of 716.97 feet to the point of compound curvature of a curve concave Southerly, having a radius of 86.50 feet and a chord bearing and distance of South 71°07'50" East 55.03 feet; thence run Easterly along the arc of said curve through a central angle of 37°05'42" a distance of 56.00 feet to the point of reverse curvature of a curve concave Northeasterly, having a radius of 99.50 feet and a chord bearing and distance of South 62°26'37" East 34.08 feet; thence run Southeasterly along the arc of said curve through a central angle of 19°43'16" a distance of 34.25 feet to the end of said curve and a point on said existing Northerly Limited Access Right of Way line; thence South 89°36'06" East along said existing Northerly Limited Access Right of Way line a distance of 322.37 feet to the point of curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of North 88°07'52" East 590.37 feet; thence run Easterly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 04°32'03" a distance of 590.52 feet to the point of compound curvature of a curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of North 79°19'19" East 502.21 feet; thence run Easterly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 13°05'03" a distance of 503.30 feet to a point on the aforesaid East line of the Southeast 1/4 of Section 35; thence departing said existing Northerly Limited Access Right of Way line run North 00°16'58" West along said East line a distance of 58.08 feet the POINT OF BEGINNING.

Containing 4.380 acres, more or less.

SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	B40-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-131E/F/G

SCALE: N/A

SHEET 2 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

PART F:

A parcel of land lying in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 4164, page 1422 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19"West 502.21 feet; thence departing said East line run Westerly along said existing Northerly Limited Access Right of Way line the following seven (7) courses and distances: from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve through a central angle of 13°05'03"a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52"West 590.37 feet; thence Westerly along the arc of said curve through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West a distance of 389.94 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47"West 208.84 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'14"a distance of 208.84 feet to the end of said curve; thence South 86°17'28"West a distance of 304.89 feet; thence North 62°35'57"West a distance of 50.38 feet to the beginning of a non-tangent curve having a radius of 11190.00 feet and a chord bearing and distance of South 86°26'49" West 427.23 feet; thence run Westerly along the arc of said curve through a central angle of 02°11'16"a distance of 427.25 feet to the end of said curve and the POINT OF BEGINNING; thence South 55°14'34" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11165.00 feet and a chord bearing and distance of South 84°53'17" West 94.81 feet; thence from a tangent bearing of South 85°07'53" West, run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 00°29'12" a distance of 94.81 feet to the point of cusp of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing and distance of North 69°44'20" East 43.99 feet; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of North 84°38'41" East, run Easterly along the arc of said curve through a central angle of 29°48'42" a distance of 44.49 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing and distance of North 69°58'40" East 52.51 feet; thence run Northeasterly along the arc of said curve through a central angle of 30°17'22" a distance of 53.13 feet to a point of compound curvature of a curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of North 85°14'16" East 45.06 feet; thence run Easterly along the arc of said curve through a central angle of 00°13'51" a distance of 45.06 feet to the POINT OF BEGINNING.

Containing 1786 square feet, more or less.

Together with all rights of ingress, egress, light and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

PART H:

Releasing a portion of the Limited Access Rights along the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, located in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP."marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19" West 502.21 feet; thence departing said East line run Westerly along said existing Northerly Limited Access Right of Way line the following seven (7) courses and distances: from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve through a central angle of 13°05'03" a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52" West 590.37 feet; thence Westerly along the arc of said curve through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West a distance of 389.94 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47" West 208.84 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'14" a distance of 208.84 feet to the end of said curve; thence South 86°17'28" West a distance of 304.89 feet; thence North 62°35'57" West a distance of 50.38 feet to the beginning of a non-tangent curve having a radius of 11190.00 feet and a chord bearing and distance of South 86°26'49" West 427.23 feet; thence run Westerly along the arc of said curve through a central angle of 02°11'16" a distance of 427.25 feet to the end of said curve and the POINT OF BEGINNING; thence South 55°14'34" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11165.00 feet and a chord bearing and distance of South 84°53'17" West 94.81 feet; thence from a tangent bearing of South 85°07'53" West, run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 00°29'12" a distance of 94.81 feet to the POINT OF TERMINATION.

Releasing Limited Access Rights along a line without area.

SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	B40-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-131E/F/G

SCALE: N/A

SHEET 3 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

PART G:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19" West 502.21 feet; thence departing said East line from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve and along said existing Northerly Limited Access Right of Way line through a central angle of 13°05'02" a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52" West 590.37 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West and continue along said existing Northerly Limited Access Right of Way line a distance of 322.37 feet for a POINT OF BEGINNING; thence continue North 89°36'06" West along said existing Northerly Limited Access Right of Way line a distance of 67.56 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47" West 208.84 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°04'14" a distance of 208.84 feet to the end of said curve; thence run South 86°17'28" West and continue along said existing Northerly Limited Access Right of Way line a distance of 304.89 feet; thence North 62°35'57" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.38 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of South 86°53'04" West 256.44 feet; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of South 87°32'27" West, run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°18'47" a distance of 256.45 feet to a point of cusp of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing of North 72°55'39" East; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of North 86°13'40" East, run Easterly along the arc of said curve through a central angle of 26°36'01" a distance of 39.69 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing of North 73°08'33" East; thence run Northeasterly along the arc of said curve through a central angle of 27°01'48" a distance of 47.41 feet to a point of compound curvature of a curve concave Southerly, having a radius of 11210.00 feet and a chord bearing of North 88°29'23" East; thence run Easterly along the arc of said curve through a central angle of 03°39'52" a distance of 716.97 feet to a point of compound curvature of a curve concave Southerly, having a radius of 86.50 feet and a chord bearing of South 71°07'50" East; thence run Easterly along the arc of said curve through a central angle of 37°05'42" a distance of 56.00 feet to a point of reverse curvature of a curve concave Northeasterly, having a radius of 99.50 feet and a chord bearing of South 62°26'37" East; thence run Southeasterly along the arc of said curve through a central angle of 19°43'16" a distance of 34.25 feet to the POINT OF BEGINNING.

Containing 0.595 acres, more or less.

Together with all rights of ingress, egress, light and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

PART I:

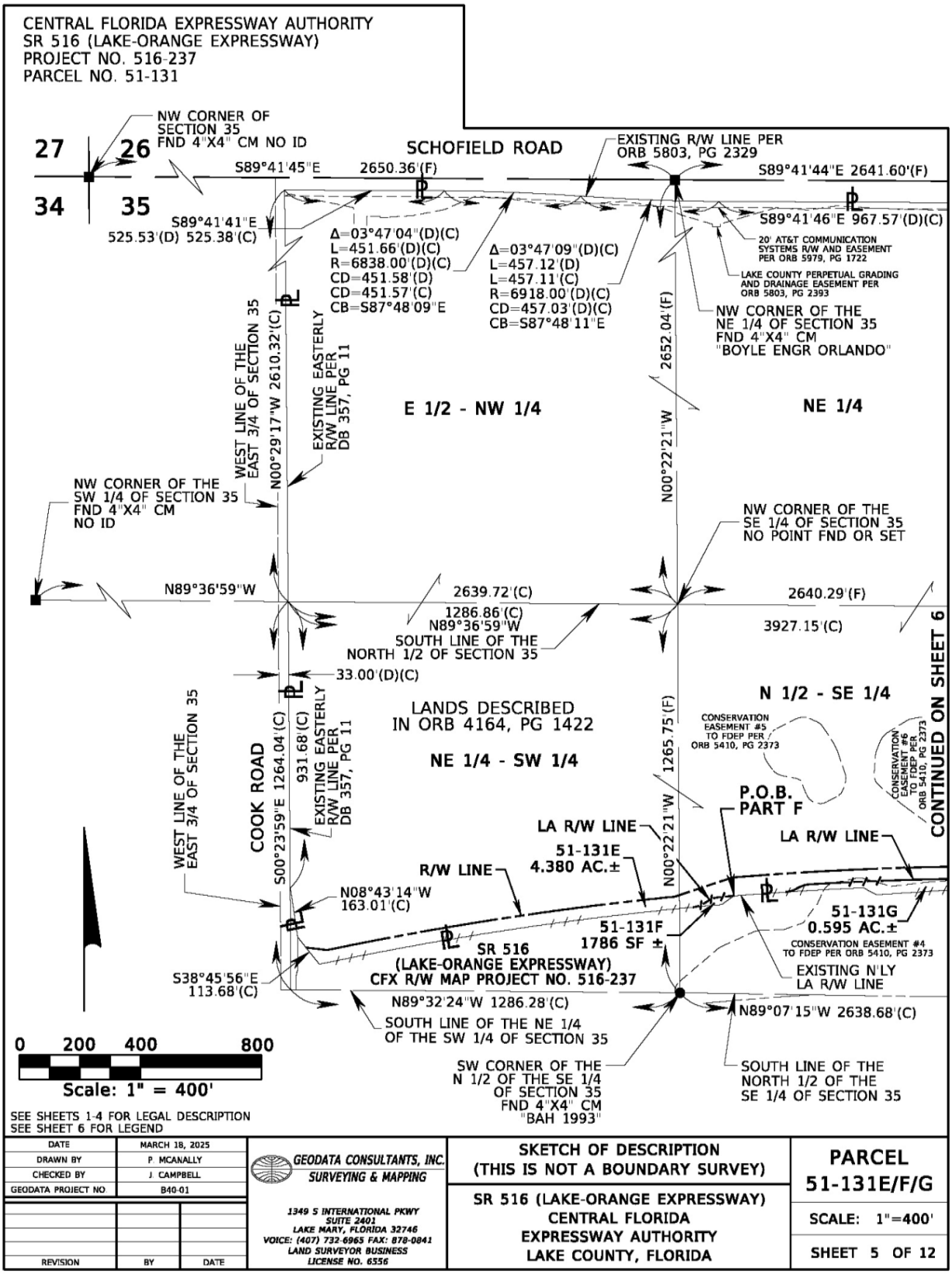
Releasing a portion of the Limited Access Rights along the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, located in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

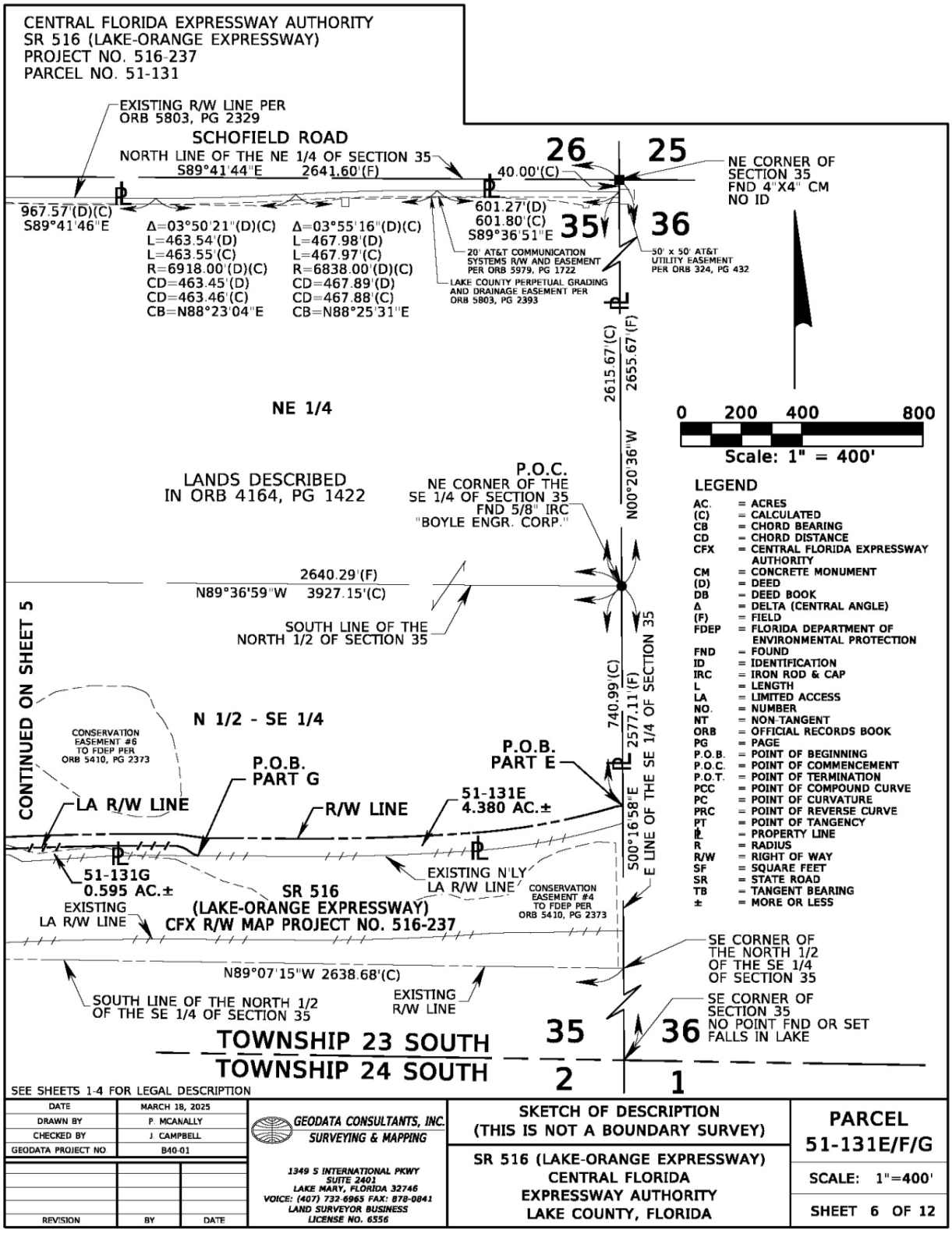
Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP."marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19" West 502.21 feet; thence departing said East line from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve and along said existing Northerly Limited Access Right of Way line through a central angle of 13°05'02" a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52" West 590.37 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West and continue along said existing Northerly Limited Access Right of Way line a distance of 322.37 feet for a POINT OF BEGINNING; thence continue North 89°36'06" West along said existing Northerly Limited Access Right of Way line a distance of 67.56 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47" West 208.84 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°04'14" a distance of 208.84 feet to the end of said curve; thence run South 86°17'28" West and continue along said existing Northerly Limited Access Right of Way line a distance of 304.89 feet; thence North 62°35'57" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.38 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of South 86°53'04" West 256.44; thence from a tangent bearing of South 87°32'27"West run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°18'47"a distance of 256.45 feet to the POINT OF TERMINATION.

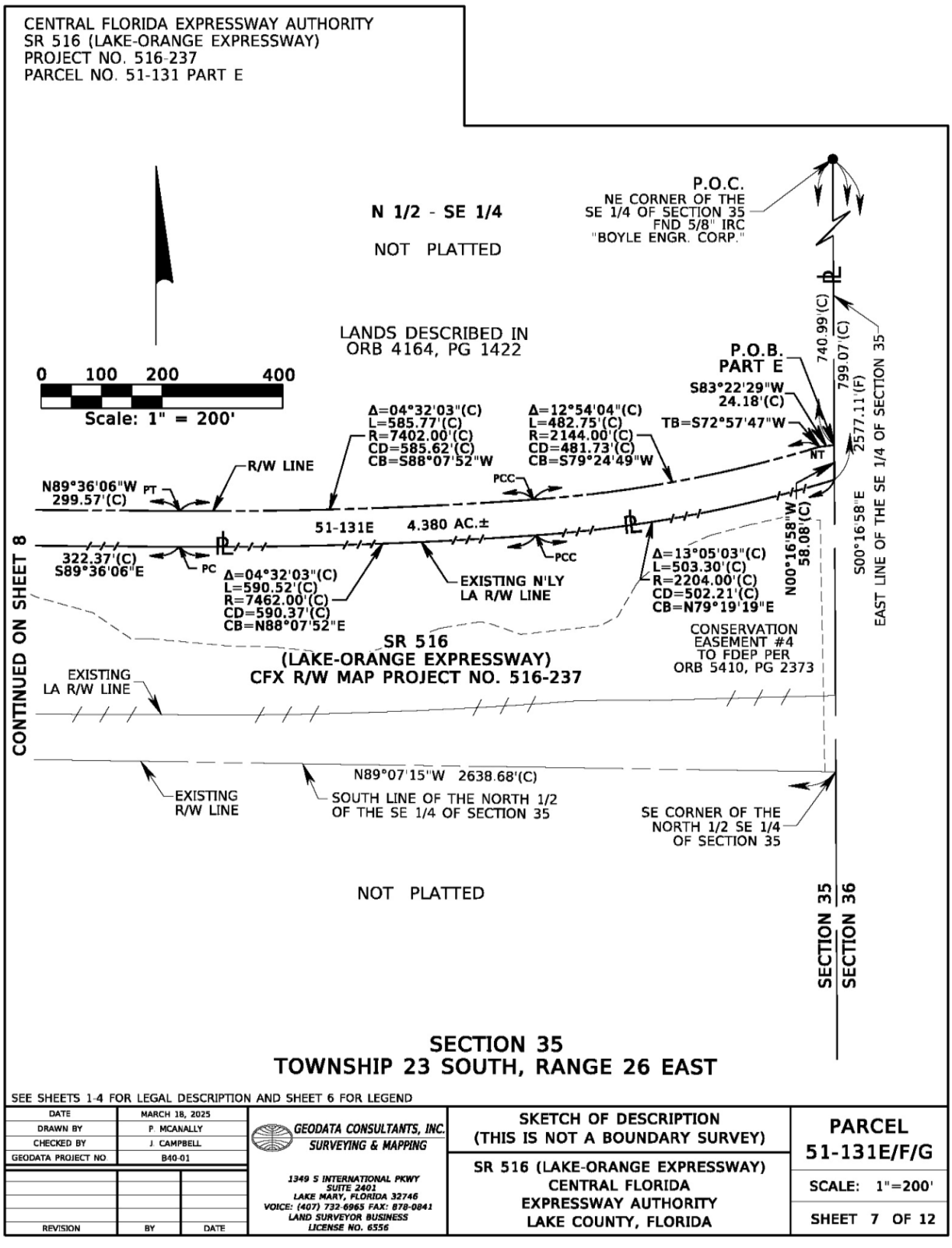
Releasing Limited Access Rights along a line without area.

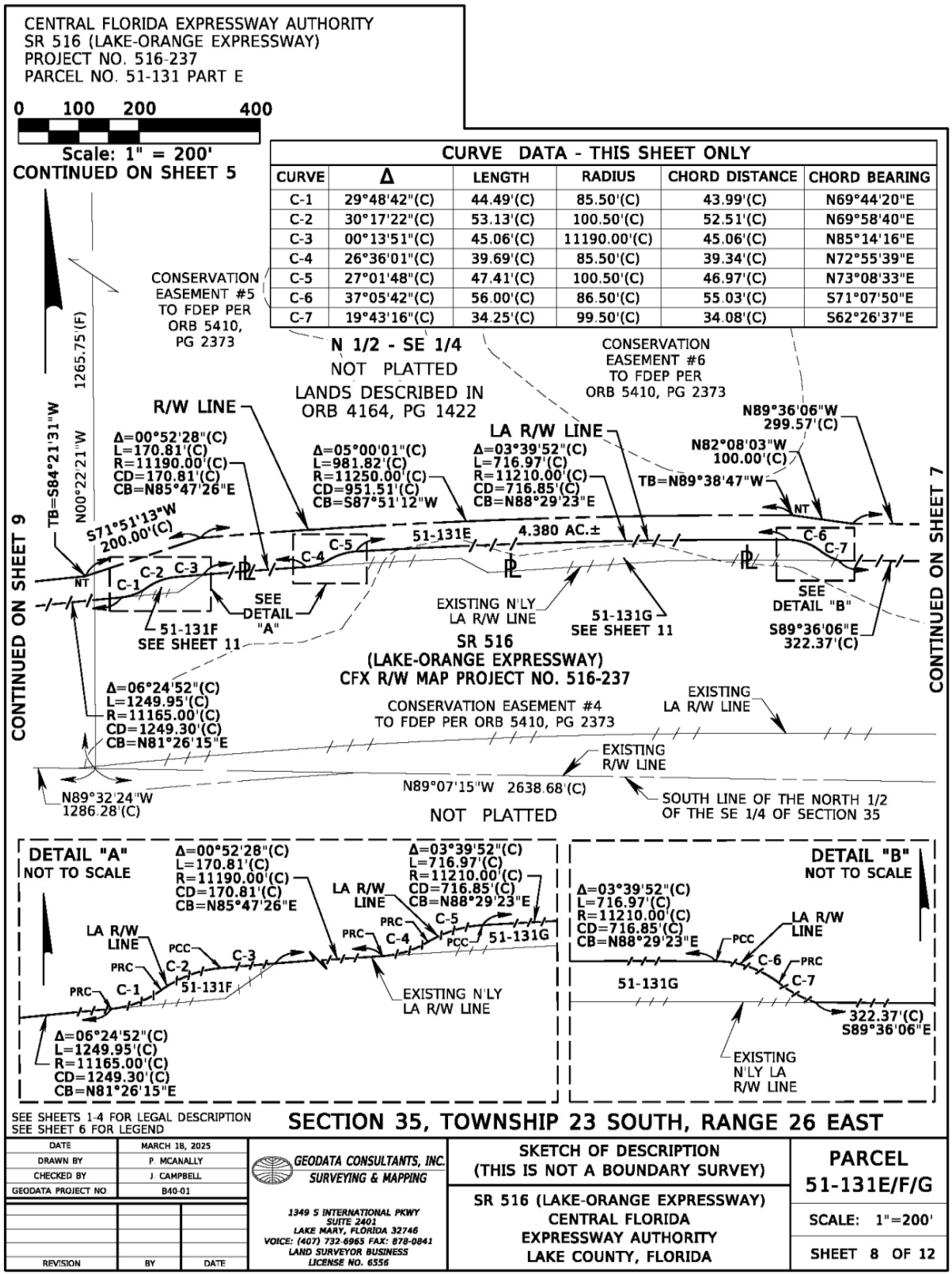
SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025		GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-131E/F/G
DRAWN BY	P. MCANALLY				
CHECKED BY	J. CAMPBELL				
GEODATA PROJECT NO.	B40-01				
			1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SCALE: N/A
					SHEET 4 OF 12
REVISION	BY	DATE			


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
NW CORNER OF SECTION 35 FND 4"X4" CM NO ID
27
26
34
35
SCHOFIELD ROAD
S89°41'45"E 2650.36'(F)
EXISTING R/W LINE PER ORB 5803, PG 2329
S89°41'44"E 2641.60'(F)
S89°41'41"E 525.53'(D) 525.38'(C)
Δ=03°47'04"(D)(C) L=451.66'(D)(C) R=6838.00'(D)(C) CD=451.58'(D) CD=451.57'(C) CB=S87°48'09"E
Δ=03°47'09"(D)(C) L=457.12'(D) L=457.11'(C) R=6918.00'(D)(C) CD=457.03'(D)(C) CB=S87°48'11"E
S89°41'46"E 967.57'(D)(C)
20' AT&T COMMUNICATION SYSTEMS R/W AND EASEMENT PER ORB 5979, PG 1722
LAKE COUNTY PERPETUAL GRADING AND DRAINAGE EASEMENT PER ORB 5803, PG 2393
NW CORNER OF THE NE 1/4 OF SECTION 35 FND 4"X4" CM "BOYLE ENGR ORLANDO"
WEST LINE OF THE EAST 3/4 OF SECTION 35
N00°29'17"W 2610.32'(C)
EXISTING EASTERLY R/W LINE PER DB 357, PG 11
E 1/2 - NW 1/4
NE 1/4
2652.04'(F)
N00°22'21"W
NW CORNER OF THE SW 1/4 OF SECTION 35 FND 4"X4" CM NO ID
NW CORNER OF THE SE 1/4 OF SECTION 35 NO POINT FND OR SET
N89°36'59"W
2639.72'(C)
2640.29'(F)
1286.86'(C) N89°36'59"W SOUTH LINE OF THE NORTH 1/2 OF SECTION 35
3927.15'(C)
33.00'(D)(C)
N 1/2 - SE 1/4
LANDS DESCRIBED IN ORB 4164, PG 1422
NE 1/4 - SW 1/4
CONSERVATION EASEMENT #5 TO FDEP PER ORB 5410, PG 2373
CONSERVATION EASEMENT #6 TO FDEP PER ORB 5410, PG 2373
CONTINUED ON SHEET 6
WEST LINE OF THE EAST 3/4 OF SECTION 35
COOK ROAD
S00°23'59"E 1264.04'(C)
931.68'(C)
EXISTING EASTERLY R/W LINE PER DB 357, PG 11
1265.75'(F)
N00°22'21"W
P.O.B. PART F
LA R/W LINE
51-131E 4.380 AC.±
R/W LINE
N08°43'14"W 163.01'(C)
51-131F 1786 SF ±
51-131G 0.595 AC.±
CONSERVATION EASEMENT #4 TO FDEP PER ORB 5410, PG 2373
SR 516 (LAKE-ORANGE EXPRESSWAY) CFX R/W MAP PROJECT NO. 516-237
EXISTING N'LY LA R/W LINE
S38°45'56"E 113.68'(C)
N89°32'24"W 1286.28'(C)
N89°07'15"W 2638.68'(C)
SOUTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35
SW CORNER OF THE N 1/2 OF THE SE 1/4 OF SECTION 35 FND 4"X4" CM "BAH 1993"
SOUTH LINE OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 35
0 200 400 800
Scale: 1" = 400'
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND
DATE MARCH 18, 2025
DRAWN BY P. MCANALLY
CHECKED BY J. CAMPBELL
GEODATA PROJECT NO B40-01
REVISION BY DATE
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556
SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)
SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA
PARCEL 51-131E/F/G
SCALE: 1"=400'
SHEET 5 OF 12


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
EXISTING R/W LINE PER ORB 5803, PG 2329
SCHOFIELD ROAD
NORTH LINE OF THE NE 1/4 OF SECTION 35
S89°41'44"E 2641.60'(F)
40.00'(C)
26
25
NE CORNER OF SECTION 35 FND 4"X4" CM NO ID
967.57'(D)(C)
S89°41'46"E
Δ=03°50'21"(D)(C)
L=463.54'(D)
L=463.55'(C)
R=6918.00'(D)(C)
CD=463.45'(D)
CD=463.46'(C)
CB=N88°23'04"E
Δ=03°55'16"(D)(C)
L=467.98'(D)
L=467.97'(C)
R=6838.00'(D)(C)
CD=467.89'(D)
CD=467.88'(C)
CB=N88°25'31"E
601.27'(D)
601.80'(C)
S89°36'51"E
35
36
20' AT&T COMMUNICATION SYSTEMS R/W AND EASEMENT PER ORB 5979, PG 1722
LAKE COUNTY PERPETUAL GRADING AND DRAINAGE EASEMENT PER ORB 5803, PG 2393
50' x 50' AT&T UTILITY EASEMENT PER ORB 324, PG 432
2615.67'(C)
2655.67'(F)
N00°20'36"W
NE 1/4
0 200 400 800
Scale: 1" = 400'
LANDS DESCRIBED IN ORB 4164, PG 1422
P.O.C.
NE CORNER OF THE SE 1/4 OF SECTION 35
FND 5/8" IRC
"BOYLE ENGR. CORP."
2640.29'(F)
N89°36'59"W 3927.15'(C)
SOUTH LINE OF THE NORTH 1/2 OF SECTION 35
740.99'(C)
2577.11'(F)
S00°16'58"E
E LINE OF THE SE 1/4 OF SECTION 35
CONTINUED ON SHEET 5
N 1/2 - SE 1/4
CONSERVATION EASEMENT #6 TO FDEP PER ORB 5410, PG 2373
P.O.B. PART G
P.O.B. PART E
LA R/W LINE
R/W LINE
51-131E 4.380 AC.±
51-131G 0.595 AC.±
EXISTING N'LY LA R/W LINE
SR 516
(LAKE-ORANGE EXPRESSWAY)
CFX R/W MAP PROJECT NO. 516-237
EXISTING LA R/W LINE
CONSERVATION EASEMENT #4 TO FDEP PER ORB 5410, PG 2373
SE CORNER OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 35
N89°07'15"W 2638.68'(C)
SOUTH LINE OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 35
EXISTING R/W LINE
SE CORNER OF SECTION 35 NO POINT FND OR SET FALLS IN LAKE
TOWNSHIP 23 SOUTH
TOWNSHIP 24 SOUTH
35
36
2
1
LEGEND
AC. = ACRES
(C) = CALCULATED
CB = CHORD BEARING
CD = CHORD DISTANCE
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CM = CONCRETE MONUMENT
(D) = DEED
DB = DEED BOOK
Δ = DELTA (CENTRAL ANGLE)
(F) = FIELD
FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FND = FOUND
ID = IDENTIFICATION
IRC = IRON ROD & CAP
L = LENGTH
LA = LIMITED ACCESS
NO. = NUMBER
NT = NON-TANGENT
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT OF TERMINATION
PCC = POINT OF COMPOUND CURVE
PC = POINT OF CURVATURE
PRC = POINT OF REVERSE CURVE
PT = POINT OF TANGENCY
℄ = PROPERTY LINE
R = RADIUS
R/W = RIGHT OF WAY
SF = SQUARE FEET
SR = STATE ROAD
TB = TANGENT BEARING
± = MORE OR LESS
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
DATE MARCH 18, 2025
DRAWN BY P. MCANALLY
CHECKED BY J. CAMPBELL
GEODATA PROJECT NO. B40-01
REVISION BY DATE
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556
SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA
PARCEL 51-131E/F/G
SCALE: 1"=400'
SHEET 6 OF 12


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PART E
N 1/2 - SE 1/4
NOT PLATTED
LANDS DESCRIBED IN ORB 4164, PG 1422
P.O.C.
NE CORNER OF THE SE 1/4 OF SECTION 35
FND 5/8" IRC "BOYLE ENGR. CORP."
P.O.B. PART E
S83°22'29"W 24.18'(C)
TB=S72°57'47"W
740.99'(C)
799.07'(C)
2577.11'(F)
EAST LINE OF THE SE 1/4 OF SECTION 35
S00°16'58"E
0 100 200 400
Scale: 1" = 200'
Δ=04°32'03"(C)
L=585.77'(C)
R=7402.00'(C)
CD=585.62'(C)
CB=S88°07'52"W
Δ=12°54'04"(C)
L=482.75'(C)
R=2144.00'(C)
CD=481.73'(C)
CB=S79°24'49"W
R/W LINE
N89°36'06"W 299.57'(C)
PT
PCC
NT
51-131E
4.380 AC.±
322.37'(C)
S89°36'06"E
PC
Δ=04°32'03"(C)
L=590.52'(C)
R=7462.00'(C)
CD=590.37'(C)
CB=N88°07'52"E
EXISTING N'LY LA R/W LINE
Δ=13°05'03"(C)
L=503.30'(C)
R=2204.00'(C)
CD=502.21'(C)
CB=N79°19'19"E
N00°16'58"W 58.08'(C)
CONTINUED ON SHEET 8
SR 516
(LAKE-ORANGE EXPRESSWAY)
CFX R/W MAP PROJECT NO. 516-237
CONSERVATION EASEMENT #4 TO FDEP PER ORB 5410, PG 2373
EXISTING LA R/W LINE
N89°07'15"W 2638.68'(C)
EXISTING R/W LINE
SOUTH LINE OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 35
SE CORNER OF THE NORTH 1/2 SE 1/4 OF SECTION 35
NOT PLATTED
SECTION 35
SECTION 36
SECTION 35
TOWNSHIP 23 SOUTH, RANGE 26 EAST
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION AND SHEET 6 FOR LEGEND
DATE MARCH 18, 2025
DRAWN BY P. MCANALLY
CHECKED BY J. CAMPBELL
GEODATA PROJECT NO B40-01
REVISION BY DATE
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556
SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA
PARCEL
51-131E/F/G
SCALE: 1"=200'
SHEET 7 OF 12



CURVE DATA - THIS SHEET ONLY					
CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C-1	29°48'42"(C)	44.49'(C)	85.50'(C)	43.99'(C)	N69°44'20"E
C-2	30°17'22"(C)	53.13'(C)	100.50'(C)	52.51'(C)	N69°58'40"E
C-3	00°13'51"(C)	45.06'(C)	11190.00'(C)	45.06'(C)	N85°14'16"E
C-4	26°36'01"(C)	39.69'(C)	85.50'(C)	39.34'(C)	N72°55'39"E
C-5	27°01'48"(C)	47.41'(C)	100.50'(C)	46.97'(C)	N73°08'33"E
C-6	37°05'42"(C)	56.00'(C)	86.50'(C)	55.03'(C)	S71°07'50"E
C-7	19°43'16"(C)	34.25'(C)	99.50'(C)	34.08'(C)	S62°26'37"E

SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND

SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	B40-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

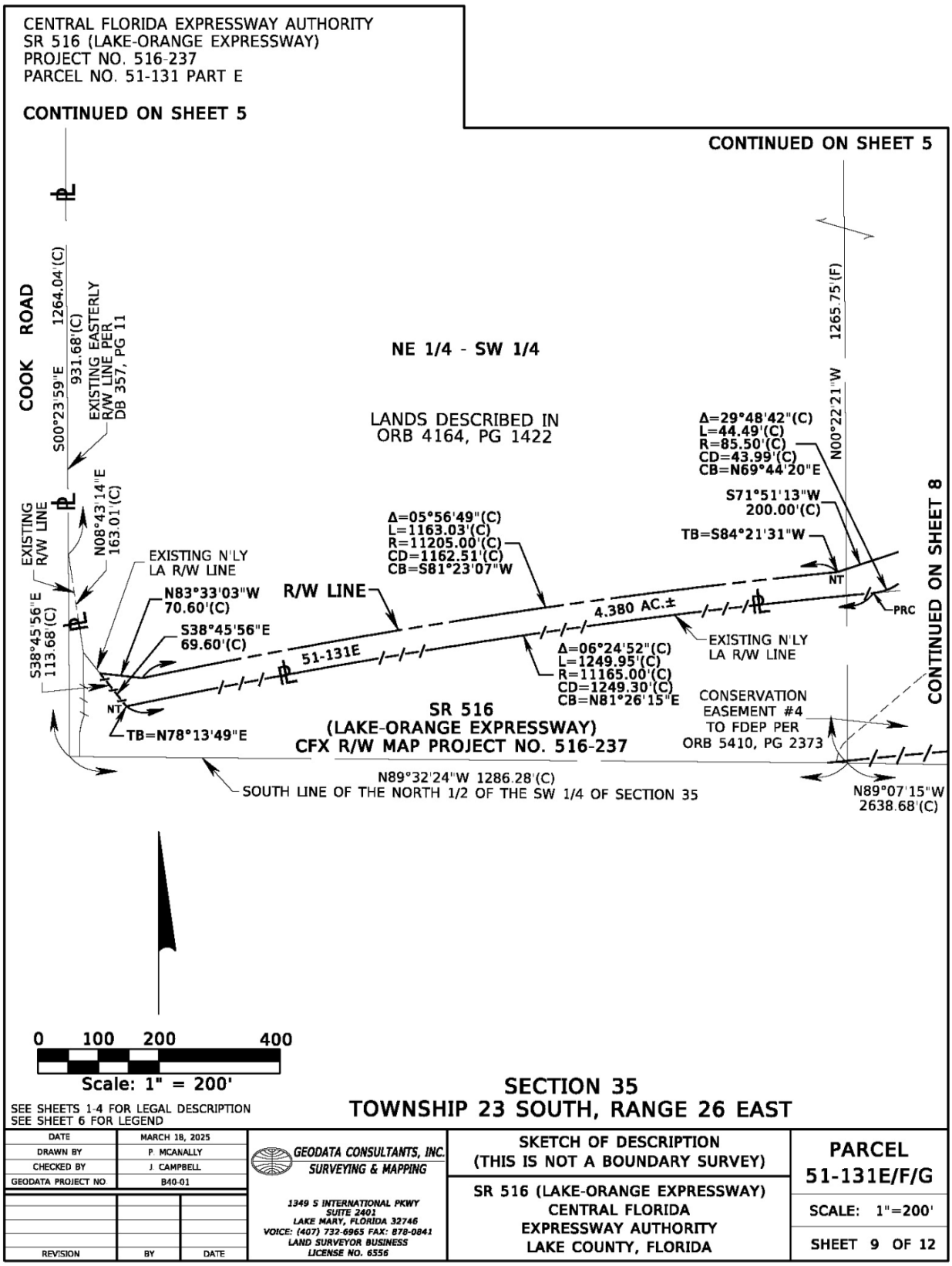
SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

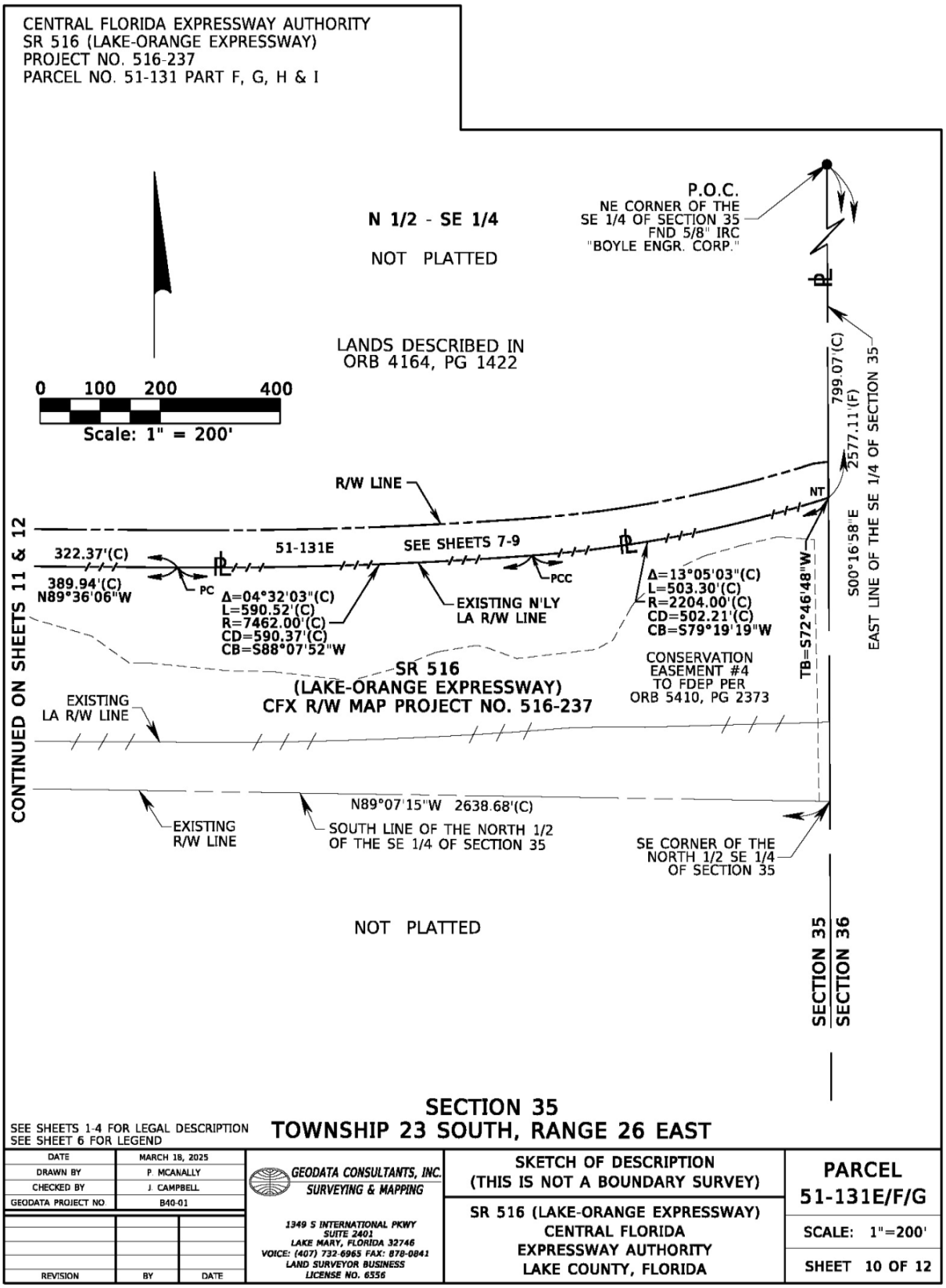
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

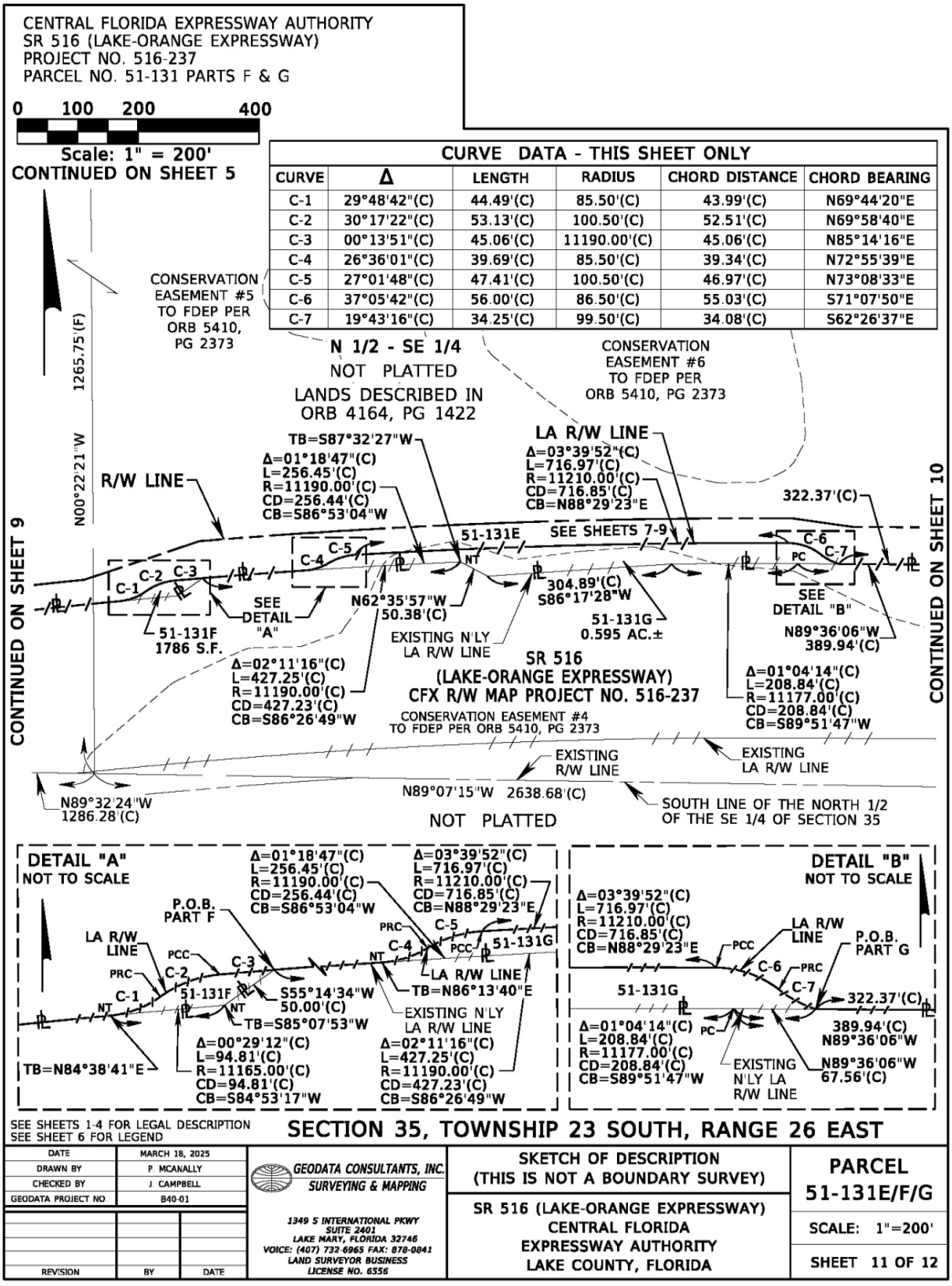
PARCEL 51-131E/F/G

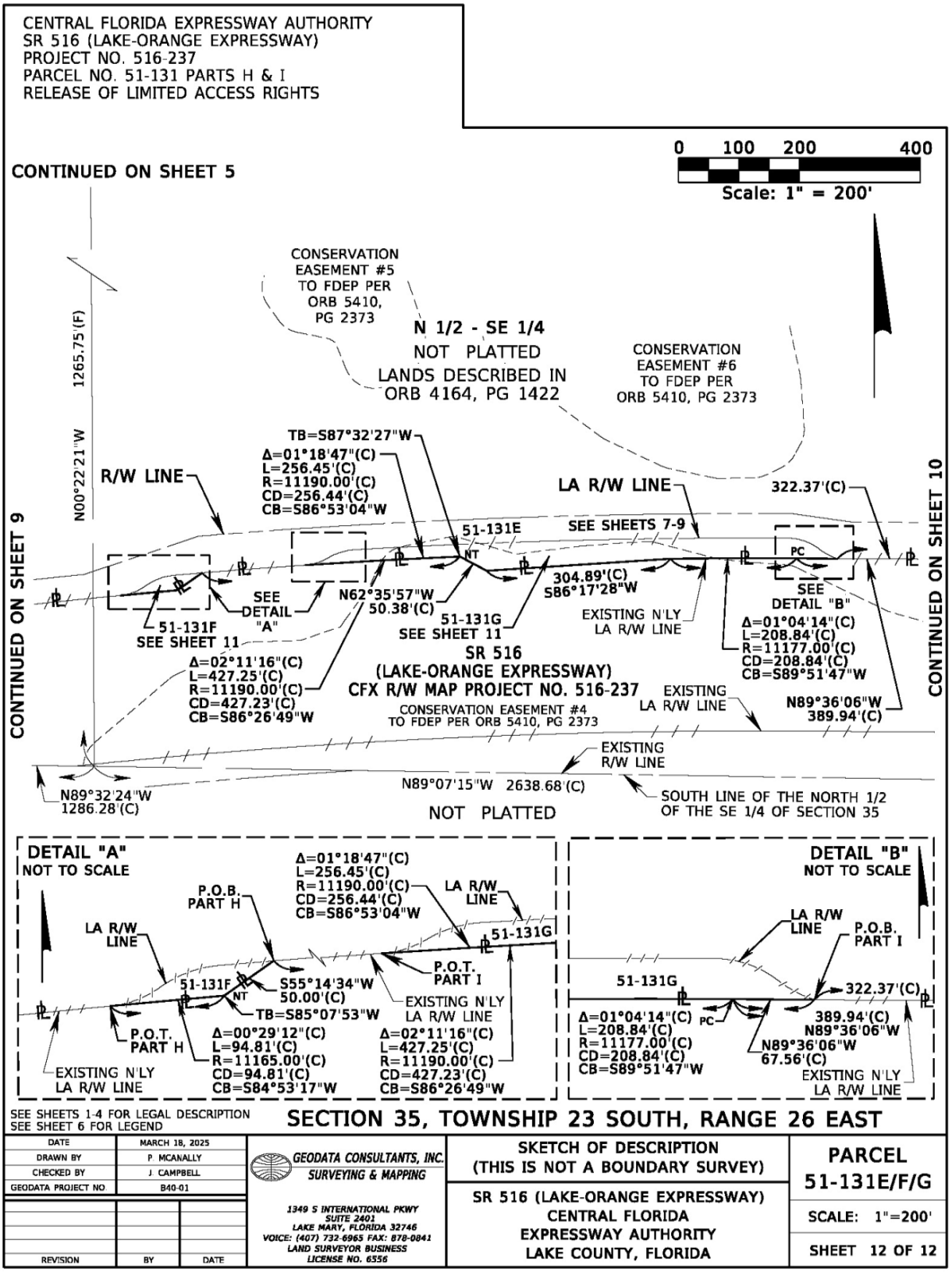
SCALE: 1"=200'

SHEET 8 OF 12


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PART E
CONTINUED ON SHEET 5
CONTINUED ON SHEET 5
CONTINUED ON SHEET 8
COOK ROAD
S00°23'59"E 1264.04'(C)
931.68'(C)
EXISTING EASTERLY R/W LINE PER DB 357, PG 11
NE 1/4 - SW 1/4
LANDS DESCRIBED IN ORB 4164, PG 1422
1265.75'(F)
N00°22'21"W
Δ=29°48'42"(C)
L=44.49'(C)
R=85.50'(C)
CD=43.99'(C)
CB=N69°44'20"E
S71°51'13"W
200.00'(C)
TB=S84°21'31"W
NT
PRC
EXISTING R/W LINE
N08°43'14"E
163.01'(C)
EXISTING N'LY LA R/W LINE
N83°33'03"W
70.60'(C)
S38°45'56"E
69.60'(C)
S38°45'56"E
113.68'(C)
R/W LINE
Δ=05°56'49"(C)
L=1163.03'(C)
R=11205.00'(C)
CD=1162.51'(C)
CB=S81°23'07"W
4.380 AC.±
51-131E
Δ=06°24'52"(C)
L=1249.95'(C)
R=11165.00'(C)
CD=1249.30'(C)
CB=N81°26'15"E
EXISTING N'LY LA R/W LINE
CONSERVATION EASEMENT #4 TO FDEP PER ORB 5410, PG 2373
NT
TB=N78°13'49"E
SR 516
(LAKE-ORANGE EXPRESSWAY)
CFX R/W MAP PROJECT NO. 516-237
N89°32'24"W 1286.28'(C)
SOUTH LINE OF THE NORTH 1/2 OF THE SW 1/4 OF SECTION 35
N89°07'15"W
2638.68'(C)
0 100 200 400
Scale: 1" = 200'
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND
SECTION 35
TOWNSHIP 23 SOUTH, RANGE 26 EAST
DATE MARCH 18, 2025
DRAWN BY P. MCANALLY
CHECKED BY J. CAMPBELL
GEODATA PROJECT NO. B40-01
REVISION BY DATE
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556
SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA
PARCEL
51-131E/F/G
SCALE: 1"=200'
SHEET 9 OF 12


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PART F, G, H & I
N 1/2 - SE 1/4
NOT PLATTED
LANDS DESCRIBED IN ORB 4164, PG 1422
P.O.C.
NE CORNER OF THE SE 1/4 OF SECTION 35
FND 5/8" IRC
"BOYLE ENGR. CORP."
0 100 200 400
Scale: 1" = 200'
R/W LINE
799.07'(C)
2577.11'(F)
S00°16'58"E
EAST LINE OF THE SE 1/4 OF SECTION 35
NT
322.37'(C)
389.94'(C)
N89°36'06"W
PC
51-131E
SEE SHEETS 7-9
PCC
Δ=04°32'03"(C)
L=590.52'(C)
R=7462.00'(C)
CD=590.37'(C)
CB=S88°07'52"W
EXISTING N'LY LA R/W LINE
Δ=13°05'03"(C)
L=503.30'(C)
R=2204.00'(C)
CD=502.21'(C)
CB=S79°19'19"W
TB=S72°46'48"W
CONSERVATION EASEMENT #4 TO FDEP PER ORB 5410, PG 2373
SR 516
(LAKE-ORANGE EXPRESSWAY)
CFX R/W MAP PROJECT NO. 516-237
EXISTING LA R/W LINE
CONTINUED ON SHEETS 11 & 12
N89°07'15"W 2638.68'(C)
EXISTING R/W LINE
SOUTH LINE OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 35
SE CORNER OF THE NORTH 1/2 SE 1/4 OF SECTION 35
NOT PLATTED
SECTION 35
SECTION 36
SECTION 35
TOWNSHIP 23 SOUTH, RANGE 26 EAST
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND
DATE MARCH 18, 2025
DRAWN BY P. MCANALLY
CHECKED BY J. CAMPBELL
GEODATA PROJECT NO. B40-01
REVISION BY DATE
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556
SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA
PARCEL
51-131E/F/G
SCALE: 1"=200'
SHEET 10 OF 12


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PARTS F & G
0 100 200 400
Scale: 1" = 200'
CONTINUED ON SHEET 5
CURVE DATA - THIS SHEET ONLY
CURVE | Δ | LENGTH | RADIUS | CHORD DISTANCE | CHORD BEARING
C-1 | 29°48'42"(C) | 44.49'(C) | 85.50'(C) | 43.99'(C) | N69°44'20"E
C-2 | 30°17'22"(C) | 53.13'(C) | 100.50'(C) | 52.51'(C) | N69°58'40"E
C-3 | 00°13'51"(C) | 45.06'(C) | 11190.00'(C) | 45.06'(C) | N85°14'16"E
C-4 | 26°36'01"(C) | 39.69'(C) | 85.50'(C) | 39.34'(C) | N72°55'39"E
C-5 | 27°01'48"(C) | 47.41'(C) | 100.50'(C) | 46.97'(C) | N73°08'33"E
C-6 | 37°05'42"(C) | 56.00'(C) | 86.50'(C) | 55.03'(C) | S71°07'50"E
C-7 | 19°43'16"(C) | 34.25'(C) | 99.50'(C) | 34.08'(C) | S62°26'37"E
CONSERVATION EASEMENT #5 TO FDEP PER ORB 5410, PG 2373
N00°22'21"W 1265.75'(F)
N 1/2 - SE 1/4
NOT PLATTED
LANDS DESCRIBED IN ORB 4164, PG 1422
CONSERVATION EASEMENT #6 TO FDEP PER ORB 5410, PG 2373
R/W LINE
TB=S87°32'27"W
Δ=01°18'47"(C)
L=256.45'(C)
R=11190.00'(C)
CD=256.44'(C)
CB=S86°53'04"W
LA R/W LINE
Δ=03°39'52"(C)
L=716.97'(C)
R=11210.00'(C)
CD=716.85'(C)
CB=N88°29'23"E
322.37'(C)
SEE SHEETS 7-9
51-131E
NT
C-1
C-2
C-3
C-4
C-5
C-6
C-7
PC
SEE DETAIL "A"
51-131F 1786 S.F.
N62°35'57"W 50.38'(C)
304.89'(C) S86°17'28"W
51-131G 0.595 AC.±
SEE DETAIL "B"
N89°36'06"W 389.94'(C)
EXISTING N'LY LA R/W LINE
SR 516
(LAKE-ORANGE EXPRESSWAY)
CFX R/W MAP PROJECT NO. 516-237
Δ=02°11'16"(C)
L=427.25'(C)
R=11190.00'(C)
CD=427.23'(C)
CB=S86°26'49"W
CONSERVATION EASEMENT #4 TO FDEP PER ORB 5410, PG 2373
Δ=01°04'14"(C)
L=208.84'(C)
R=11177.00'(C)
CD=208.84'(C)
CB=S89°51'47"W
EXISTING R/W LINE
EXISTING LA R/W LINE
N89°07'15"W 2638.68'(C)
N89°32'24"W 1286.28'(C)
NOT PLATTED
SOUTH LINE OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 35
CONTINUED ON SHEET 9
CONTINUED ON SHEET 10
DETAIL "A"
NOT TO SCALE
P.O.B. PART F
LA R/W LINE
PCC
PRC
NT
S55°14'34"W 50.00'(C)
TB=S85°07'53"W
TB=N84°38'41"E
TB=N86°13'40"E
Δ=00°29'12"(C)
L=94.81'(C)
R=11165.00'(C)
CD=94.81'(C)
CB=S84°53'17"W
DETAIL "B"
NOT TO SCALE
P.O.B. PART G
EXISTING N'LY LA R/W LINE
N89°36'06"W 67.56'(C)
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND
SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST
DATE MARCH 18, 2025
DRAWN BY P. MCANALLY
CHECKED BY J. CAMPBELL
GEODATA PROJECT NO B40-01
REVISION BY DATE
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732 6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556
SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)
SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA
PARCEL 51-131E/F/G
SCALE: 1"=200'
SHEET 11 OF 12


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PARTS H & I
RELEASE OF LIMITED ACCESS RIGHTS
CONTINUED ON SHEET 5
0 100 200 400
Scale: 1" = 200'
CONSERVATION EASEMENT #5 TO FDEP PER ORB 5410, PG 2373
N 1/2 - SE 1/4
NOT PLATTED
LANDS DESCRIBED IN ORB 4164, PG 1422
CONSERVATION EASEMENT #6 TO FDEP PER ORB 5410, PG 2373
1265.75'(F)
N00°22'21"W
CONTINUED ON SHEET 9
CONTINUED ON SHEET 10
R/W LINE
LA R/W LINE
TB=S87°32'27"W
Δ=01°18'47"(C)
L=256.45'(C)
R=11190.00'(C)
CD=256.44'(C)
CB=S86°53'04"W
322.37'(C)
51-131E
SEE SHEETS 7-9
NT
PC
304.89'(C)
S86°17'28"W
SEE DETAIL "A"
N62°35'57"W
50.38'(C)
51-131G
SEE SHEET 11
EXISTING N'LY LA R/W LINE
SEE DETAIL "B"
Δ=01°04'14"(C)
L=208.84'(C)
R=11177.00'(C)
CD=208.84'(C)
CB=S89°51'47"W
51-131F
SEE SHEET 11
Δ=02°11'16"(C)
L=427.25'(C)
R=11190.00'(C)
CD=427.23'(C)
CB=S86°26'49"W
SR 516
(LAKE-ORANGE EXPRESSWAY)
CFX R/W MAP PROJECT NO. 516-237
CONSERVATION EASEMENT #4
TO FDEP PER ORB 5410, PG 2373
EXISTING LA R/W LINE
N89°36'06"W
389.94'(C)
EXISTING R/W LINE
N89°32'24"W
1286.28'(C)
N89°07'15"W 2638.68'(C)
SOUTH LINE OF THE NORTH 1/2
OF THE SE 1/4 OF SECTION 35
NOT PLATTED
DETAIL "A"
NOT TO SCALE
Δ=01°18'47"(C)
L=256.45'(C)
R=11190.00'(C)
CD=256.44'(C)
CB=S86°53'04"W
P.O.B. PART H
LA R/W LINE
LA R/W LINE
51-131G
P.O.T. PART I
51-131F
NT
S55°14'34"W
50.00'(C)
TB=S85°07'53"W
EXISTING N'LY LA R/W LINE
P.O.T. PART H
Δ=00°29'12"(C)
L=94.81'(C)
R=11165.00'(C)
CD=94.81'(C)
CB=S84°53'17"W
Δ=02°11'16"(C)
L=427.25'(C)
R=11190.00'(C)
CD=427.23'(C)
CB=S86°26'49"W
EXISTING N'LY LA R/W LINE
DETAIL "B"
NOT TO SCALE
LA R/W LINE
P.O.B. PART I
51-131G
322.37'(C)
Δ=01°04'14"(C)
L=208.84'(C)
R=11177.00'(C)
CD=208.84'(C)
CB=S89°51'47"W
PC
389.94'(C)
N89°36'06"W
N89°36'06"W
67.56'(C)
EXISTING N'LY LA R/W LINE
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND
SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST
DATE MARCH 18, 2025
DRAWN BY P. MCANALLY
CHECKED BY J. CAMPBELL
GEODATA PROJECT NO B40-01
REVISION BY DATE
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
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SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA
PARCEL
51-131E/F/G
SCALE: 1"=200'
SHEET 12 OF 12

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 05/01/2026 **MEETING DATE:** 5/5/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42954
BY: Michelle Wilkinson, Executive Legal Office Manager/Property Manager
SUBJECT: Termination and Release of Conservation Easement

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a Termination and Release of Conservation Easement recorded in OR Book 820, Page 360, for property that is now in the City of Groveland. There is no fiscal impact. Commission District 1.

BACKGROUND SUMMARY: New Beginnings of Central Florida, Inc. (New Beginnings), is in the process of purchasing property located at 6850 State Road 50, in Groveland (a/k/a Alternate Key 2998369). While doing their due diligence, a Conservation Easement was discovered that was granted to Lake County in 1984 for agriculture and passive recreation. The property is currently within the municipal limits of the City of Groveland and is developed with multiple buildings and structures. New Beginnings is requesting release of the Conservation Easement. Any recording fees will be paid by New Beginnings. The Conservation Easement also encumbers the neighboring property, which is also within the city limits and is developed as well.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Conservation Easement_ORB 820 Pg 360
2.	Map of AK 2998369
3.	Survey
4.	Termination and Release

STAFF APPROVALS AND DATES:

Michelle Wilkinson	Created/Initiated - 05/01/2026
Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/01/2026
Marisol Saldana	Final Approval - 05/01/2026

ACTION TAKEN BY BOARD:
Action: New Continued/Deferred Until:

Other:

Rec 9.00
Doc .45

84 33440

BOOK 820 PAGE 360

OCT 8 10 45 AM '84

CONSERVATION EASEMENT

STATE OF FLORIDA

COUNTY OF LAKE

THIS INDENTURE, made and entered into on this 4th day of October, 1984, between BENNY A. WELLS and wife, MARY KATHERINE WELLS, hereinafter collectively called Grantor, and LAKE COUNTY, a Political Subdivision of the State of Florida, of 315 West Main Street, Tavares, Florida, hereinafter called Grantee;

WHEREAS, the Grantor is seized in fee simple and in possession of lands lying in Section 19, Township 22 South, Range 25 East, and that particular portion of it described below, and

WHEREAS, Grantor has agreed in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration to grant to Grantee and all other persons claiming by, through or under Grantee, its predecessors in title, or its successors or assigns by virtue of any deeds of conveyances describing land located in Section 19, Township 22 South, Range 25 East, a conservation easement for use in agriculture and passive recreation;

NOW, THIS INDENTURE WITNESSETH:

THAT, in pursuance of this agreement and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, receipt of which is acknowledged, Grantor grants unto Grantee, its successors and assigns, a conservation easement for use in agriculture and passive recreation upon the following described property, to wit:

A part of Tract 40 of the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, described as follows: Begin at the Southwest corner of Tract 40, run thence North 0°00'51" East along the West line of Tract 40 a distance of 268.0 feet; thence North 61°15'52" East, 148.28 feet; thence North 89°45'32" East, 20.00 feet; thence South 73°28'22" East, 309.18 feet; thence South 27°56'01" East, 60.0 feet; thence South 08°00'00" East 200.00 feet to the South line of said Tract 40; thence South 89°57'33" West along said South line of Tract 40 a distance of 502.43 feet to the Point of Beginning, being in Section 19, Township 22 South, Range 25 East, Lake County, Florida.

This instrument was prepared by
ARTHUR E. ROBERTS, Attorney
P. O. Box 97, Clermont, Florida

It is understood that Grantor, his heirs, assigns, and tenants in no way will be bound to improve, maintain or repair such easement; nor does Grantor, his heirs and assigns assume any liability or responsibility to Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal this 4th day of October, 1984.

Signed, Sealed and Delivered
in the Presence of:

Barbara L. Hodges

Benny A. Wells (SEAL)
BENNY A. WELLS

Maria R. Roberts

Mary Katherine Wells (SEAL)
MARY KATHERINE WELLS

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared BENNY A. WELLS and wife, MARY KATHERINE WELLS, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of October, 1984.

Barbara L. Hodges
Notary Public

My Commission Expires:

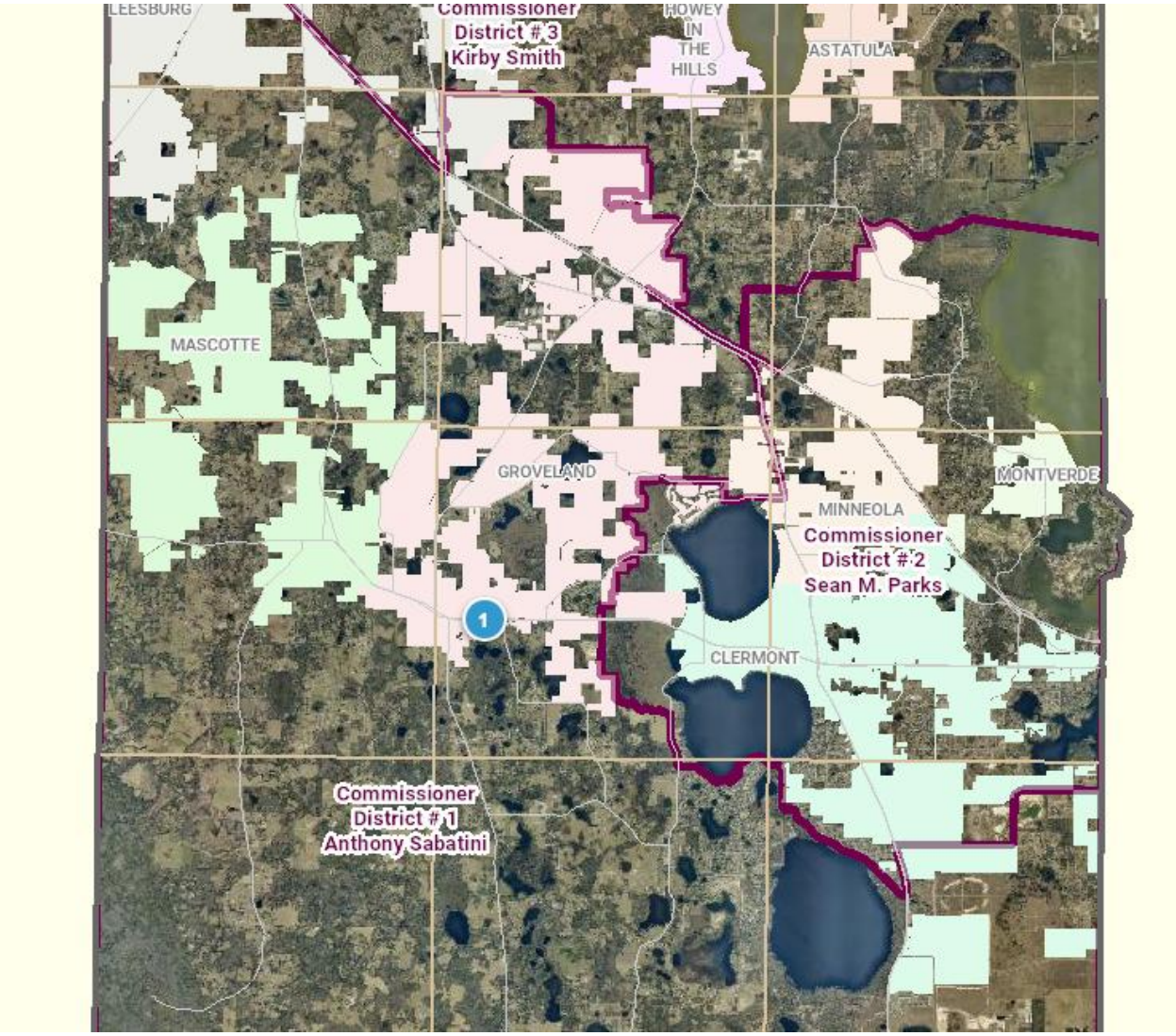
Notary Public, State of Florida
My Commission Expires Oct. 10, 1985
Bonded Thru Troy Fain - Insurance, Inc.

LAKE COUNTY 25768

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
P.B. 10581
OCT-8'84
00.45

Map of AK 2998369

6850 State Road 50, Groveland




PUBLIC SAFETY COMPLEX
PUBLIC SAFETY COMPLEX
INDIAN HILLS PRODUCE
TRACTOR SUPPLY
FLORIDA AVE
BEVERLY DR
FIRST AVE
SAMPEY RD
E BROAD ST
SR 50
JSJ UNLIMITED
CENTER AVE
OAK ST
DIVISION ST
6850
6844
1
3784882
1804361
1794145
1404894
3887718
3829155
3915742
1507421
1326656
3951986
2851988
1396921
ER SCREENS INC

LEGEND

AC	AIR CONDITIONER
BLK	BLOCK
BWF	BARBED WIRE FENCE
C	CALCULATED
CLF	CHAIN LINK FENCE
CONC	CONCRETE
COV	COVERED
D	DESCRIPTION
D/U	DRAINAGE / UTILITY
ELEV	ELEVATION
EX	EXISTING
FCM	FND CONC MON
FFE	FINISH FLOOR ELEV
FHYD	FIRE HYDRANT
FCIR	FND CAPPED IRON ROD
FND	FOUND
FPKND	FND PK NAIL & DISK
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
GW	GUY WIRE
ID	IDENTIFICATION
LB	LICENSED BUSINESS
M	MEASURED
MAS	MASONRY
MON	MONUMENT
N&D	NAIL & DISK
P	PLAT
PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PT	POINT OF TANGENCY
RNG	RANGE
R/W	RIGHT OF WAY
RES	RESIDENTIAL
RLS	REGISTERED LAND SURVEYOR
SCIR	SET CAPPED IRON ROD
SEC	SECTION
SW	SIDEWALK
TBM	TEMPORARY BENCHMARK
TWP	TOWNSHIP
WM	WATER METER
WPP	WOOD POWER POLE
WSF	WOOD STOCK FENCE
WV	WATER VALVE
WWF	WELDED WIRE FABRIC
◉	SCIR No.5 REBAR PSM 7386

REFERENCE BENCHMARK

NATIONAL GEODETIC SURVEY
DESIGNATION - LAK 22
PID AB5265
STATE/COUNTY- FL/LAKE
COUNTRY - US
USGS QUAD - CLERMONT EAST (2018)
BM ELEV = 105.44 NAVD 88

TEMPORARY BENCHMARKS

A-ELEV = 106.37
B-ELEV = 106.36

CERTIFIED TO:

ROBERT SCOTT WILSON II

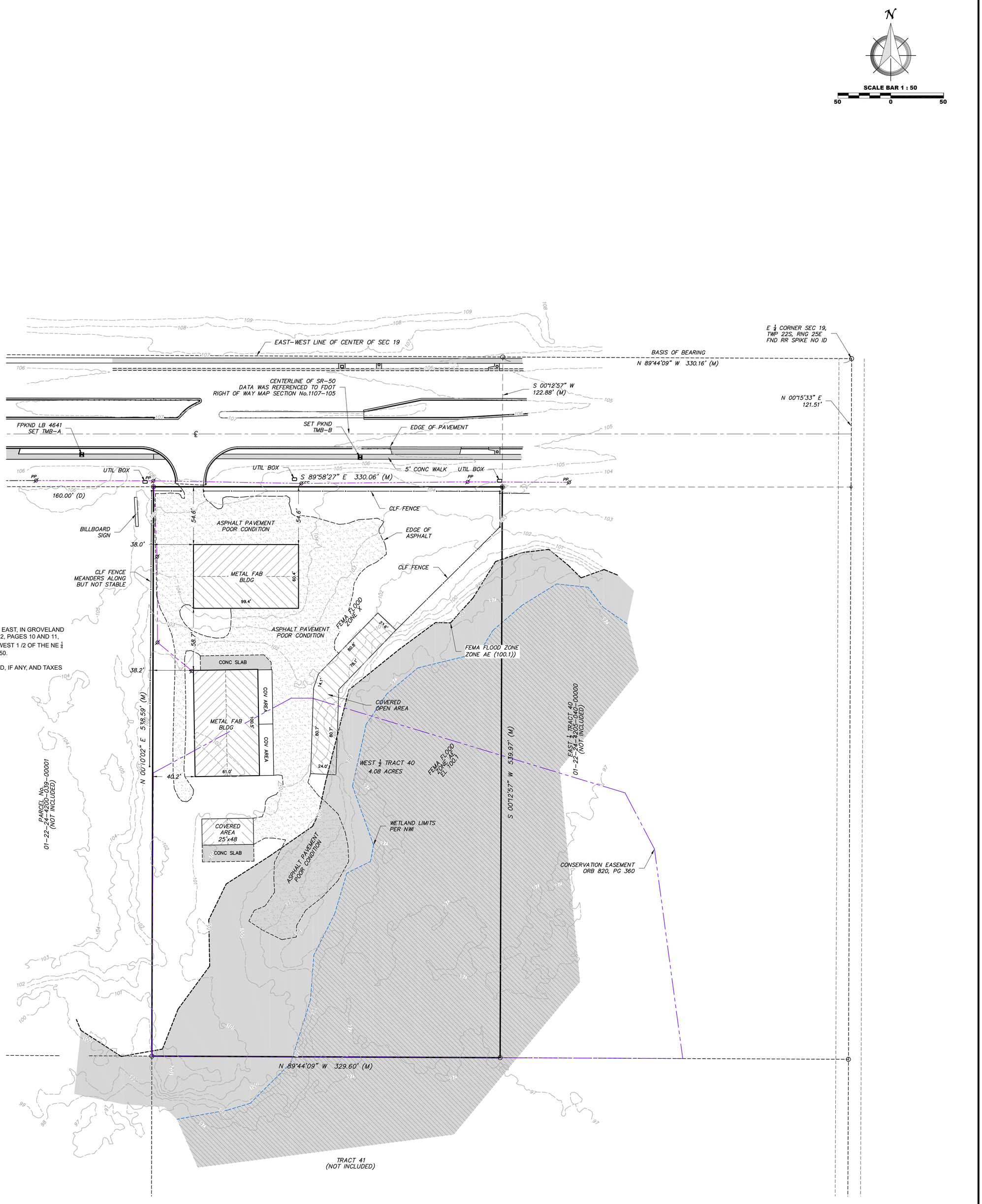
PROPERTY ADDRESS:

6850 STATE ROAD 50, GROVELAND, FL 34736

LEGAL DESCRIPTION

PARCEL
THE WEST $\frac{1}{2}$ OF TRACT 40, IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 25 EAST, IN GROVELAND FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (ALSO DESCRIBED AS THE WEST 1 /2 OF THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$), LESS THE RIGHT OF WAY FOR STATE ROAD NO. 50.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY, AND TAXES FOR THE YEAR 2003 AND THEREAFTER.



SURVEYOR'S NOTES:

THIS SURVEY WAS PERFORMED BY KICOH TECH. LLC AND IS FOR THE SINGULAR USE BY THE CLIENTS NAMED HEREON FOR THE EXPRESS STATED PURPOSE LISTED HEREON

THIS DOCUMENT CONSIST OF 1 SHEETS AND IS NOT FULL OR COMPLETE WITHOUT ALL SHEETS

THIS SURVEY IS NOT TRANSFERABLE

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITTLE COMMITMENT ISSUED BY LAW OFFICE OF ANITA GERACI-CARVER, P.A. - COMMITMENT NUMBER 1702571, DATED DECEMBER 04, 2025 @ 11:00 PM, AS TO SCHEDULE B II, THE FOLLOWING APPLIES TO PARCEL No. 01-22-24-4205-040-00001:

ITEM 1 THROUGH 3 ARE STANDARD EXCEPTIONS AND NOT SHOWN HEREON

ITEM - 4 ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. (NOT A SURVEY MATTER)

ITEM - 5 RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. (NOT A SURVEY MATTER)

ITEM - 6 ALL MATTERS CONTAINED ON THE PLAT GROVELAND FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 10, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (ALL PLAT MATTERS WERE ADDRESSED ON THE SURVEY)

ITEM - 7 CONSERVATION EASEMENT IN FAVOR OF LAKE COUNTY, FLORIDA RECORDED IN O.R. BOOK 820. PAGE 360, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (EASEMENT IS SHOWN ON THIS MAP OF SURVEY)

ITEM - 8 ORDINANCE # 1997-8 RECORDED IN O.R. BOOK 1496, PAGE 546. PUBLIC RECORDS OF LAKE COUNTY. FLORIDA. (NOT A SURVEY MATTER)

ITEM - 9 DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN O.R. BOOK 1587, PAGE 1058. PUBLIC RECORDS OF LAKE COUNTY. FLORIDA, WHICH CONTAINS COVENANTS AND AGREEMENTS.

ITEM - 10 RESOLUTION 2021-10 RECORDED IN O.R. BOOK 5671, PAGE 1512. PUBLIC RECORDS OF LAKE COUNTY. FLORIDA. (NOT A SURVEY MATTER)

ITEM - 11 RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED. (NOT A SURVEY MATTER)

ITEM - 12 ANY PORTION OF THE LAND LYING WATERWARD OF THE ORDINARY HIGH-WATER MARK OF THE LAKE/POND. AND LANDS ACCRETED THERETO. (FLOOD ZONE AND WETLANDS LINES ARE SHOWN OF THIS MAP OF SURVEY)

THIS TITLE COMMITMENT APPLIES TO PARCEL No. 04-21-31-300-0040-0000. A TITLE SEARCH BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY APPLIES TO 04-21-31-501-0A00-0000 AND IS DATED MAY 21, 2025. BOTH PARCELS ON THIS SURVEY WERE COMPLETED TO COMPLY WITH ALTA / NSPS REQUIREMENTS STANDARDS.

BASIS OF BEARING BETWEEN TWO WELL ESTABLISHED MONUMENTS ALONG THE EAST - WEST CENTER LINE OF SECTION 19, BEING N89° 44' 09" W, (GNSS FDOT FPRN SPCS 901 EAST, ALL DISTANCE ARE GROUND)

SUBJECT LAND HEREON LIES IN FLOOD ZONE HAZARD X / AE (EL 100.1), AS PER FEMA COMMUNITY PANEL 12069C0565E, EFFECTIVE DATE 12 / 18 / 2012

ABOVE GROUND ENCROACHMENTS, IF ANY, AS SHOWN. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED.

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT BY THE SIGNING PARTY OR PARTIES

MAP REVISIONS WILL MAKE OBSOLETE EARLIER VERSIONS OF THE MAP / SURVEY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof.

The fieldwork was completed on 22 JAN 2026 [date].

Date of Plat or Map: 22 JAN 2026

SURIEL PEREZ
FLORIDA SURVEYOR'S CERTIFICATION
THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

SURIEL PEREZ, PSM, No. 7386
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER

KICOH TECH
GEOMATICS & ENVIRONMENTAL
CERTIFICATE OF AUTHORIZATION No. 8491
P.O BOX 1613, MINNEOLA FLORIDA 34755
PHONE: 352-989-1601
WEBSITE: www.kicohtech.com EMAIL: kt-geomatics@kicohtech.com

BOUNDARY SURVEY

SECTION 19, TOWNSHIP 22 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

PROJECT No.:	KT26-001
DRAWN BY:	SP
CHECKED BY:	SP
SURVEY FIELD DATE:	15 JAN 2026
SURVEY CREW:	SP /JP

REVISIONS:	DATE

Prepared By and Return To:
Melanie Marsh
Lake County Attorney (mw)
P.O. Box 7800
Tavares, FL 32778

_____ [Space Above This Line For Recording Data] _____

TERMINATION AND RELEASE OF CONSERVATION EASEMENT

THIS TERMINATION AND RELEASE OF CONSERVATION EASEMENT ("Release") made on this ____day of May, 2026, by **Lake County**, **a political subdivision of the State of Florida** ("County"), and is executed for the purpose of terminating and releasing a certain Conservation Easement recorded in Official Records Book 820, Page 360, Public Records of Lake County, Florida (the "Conservation Easement").

WITNESSETH:

WHEREAS, County now desires to terminate and release all of its right, title, and interest in that certain Conservation Easement upon the following described land, to-wit:

See attached **"Exhibit A"**, attached hereto and incorporated herein.

NOW, THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by County, County acknowledges and agrees as follows:

1. Legislative Findings of Fact. The foregoing recitals are hereby adopted as legislative findings and are ratified and confirmed as being true and correct and are hereby made a specific part of this Termination and Release upon adoption hereof.

2. Termination and Release. County hereby releases, terminates, vacates, and forever abandons all of its right, title, and interest in and to the Conservation Easement described in **Exhibit A**, and hereby acknowledges and agrees that the Conservation Easement is hereby terminated, null and void and of no further force or effect.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Conservation Easement as of the day and year first written above.

ATTEST:

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

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This ____ day of _____, 2026.

Approved as to form and legality.

Melanie Marsh
County Attorney

Exhibit A

A part of Tract 40 of the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, described as follows: Begin at the Southwest corner of Tract 40, run thence North 0°00'51" East along the West line of Tract 40 a distance of 268.0 feet; thence North 61°15'52" East, 148.28 feet; thence North 89°45'32" East, 20.00 feet; thence South 73°28'22" East, 309.18 feet; thence South 27°56'01" East, 60.0 feet; thence South 08°00'00" East 200.00 feet to the South line of said Tract 40; thence South 89°57'33" West along said South line of Tract 40 a distance of 502.43 feet to the Point of Beginning, being in Section 19, Township 22 South, Range 25 East, Lake County, Florida.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
MEETING DATE: 5/5/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42944
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Facilities Management

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Louis DeLeon	-
Angela Harrold	-
Grace Burgos	-
Roberto Bonilla	-
Alexis Clark	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New
Continued/Deferred Until:
Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/27/2026 **MEETING DATE:** 5/5/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42943
BY: Louis DeLeon, Office of Facilities Management Director
SUBJECT: Lake County Historical Courthouse 2026 Special Category Grant Application and Supporting Resolution

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To apply for a Florida Division of Historical Resources Grant to replace the windows at the Historical Courthouse; and
2. Of a resolution in support of the window replacement project and to pledge matching County funds and authorize the County Manager to sign the application and, if awarded and accepted by the Board, award related grant documents.

The estimated fiscal impact is $1,100,000 – $550,000 (revenue/expenditure – grant funded) and $550,000 (expenditure – county match) if awarded.

BACKGROUND SUMMARY: The Florida Department of State, Division of Historical Resources, offers grants for historic preservation projects, including the Special Category Grant. The purpose of the Special Category Grants Program is to provide funding to assist major local, regional, and state-wide efforts to preserve significant historical structures and archaeological resources, to assist major archaeological excavations or research projects, and assist in the development and fabrication of major museum exhibits that will promote knowledge and appreciation of the history of Florida.

The Lake County Historic Courthouse was constructed between 1923 and 1926 and served as the County's main courthouse until 1976. The site was placed on the National Register of Historic Places in 1998, and the building continues to serve as the Lake County Sheriff's Office Administration Building and Lake County Historical Museum.

The grant requires matching funds at a 1:1 ratio up to $550,000 and a supporting resolution is required to illustrate the Board's financial commitment to the project as part of the application process. The application is due June 1st and will proceed through a competitive selection process later this calendar year. Then, the program must receive funding from the Florida Legislature as the program is subject to annual discretionary appropriations. Finally, if the program receives funding and the project is selected, funds will become available by July 2027. The fiscal impact cannot be determined at this time. If awarded, an agenda item will be presented to the Board of County

Commissioners to approve the grant agreement and dedication of funds.

Fiscal Impact: $1,100,000 – $550,000 (revenue/expenditure – grant funded) and $550,000 (expenditure – County match) if awarded.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
2ND RENEWAL SLS TX - FAC	3050	0857690	860630		$550,000.00

Advertised Date: Paper:

Attachments:

1.	Resolution 2026-____ Window Replacement for Historic Courthouse_Grant_4.28.2026

STAFF APPROVALS AND DATES:

Louis DeLeon	Created/Initiated - 04/27/2026
Louis DeLeon	Approved - 04/27/2026
Angela Harrold	Approved - 04/28/2026
Grace Burgos	Approved - 04/28/2026
Roberto Bonilla	Approved - 04/28/2026
Alexis Clark	Approved - 04/29/2026
Ron Falanga	Approved - 04/29/2026
Kandace Pourbaix	Approved - 04/29/2026
Miranda Lanoue	Approved - 04/29/2026
Jaime Stewart	Approved - 04/29/2026
Melanie Marsh	Approved - 04/30/2026
Jennifer Barker	Approved - 05/01/2026
Marisol Saldana	Final Approval - 05/01/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

RESOLUTION 2026-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PLEDGING FINANCIAL SUPPORT FOR THE SPECIAL CATEGORY GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR WINDOW REPLACEMENT FOR THE HISTORIC COURTHOUSE LOCATED AT 317 WEST MAIN STREET, TAVARES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake County Historic Courthouse was constructed between 1923 and 1926, and served as Lake County's main courthouse until 1976; and

WHEREAS, the site was placed on the National Register of Historic Places in 1998, and the building continues to serve as the Lake County Sheriff's Office Administrative Building and Lake County Historical Museum; and

WHEREAS, the windows of the building need replacement and the Special Category Grant through the Florida Department of State, Division of Historical Resources, has been identified as a potential funding source ("Grant").

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida, as follows:

Section 1. **Financial Support.** The Special Category Grant requires matching funds on a 1:1 ratio not to exceed $550,000. The Board hereby declares its intent to provide the matching funds not to exceed $550,000 if the Special Category Grant is awarded to and accepted by Lake County.

Section 2. **Authorization.** The County Manager or their designee is authorized to sign the Grant application, certifications, assurances, and other documents required to apply for the Grant. Following acceptance of the grant by the Board of County Commissioners, the County Manager or their designee is authorized to sign the Grant agreement(s) and associated documents required to complete the award and meet Grant requirements.

Section 3. **Severability.** If any clause, section, or provision of this Resolution is declared unconstitutional or invalid for any reason or cause, the remaining portion hereof shall be in full force and effect and shall be valid as if such invalid portion thereof had not been incorporated herein.

Section 4. **Effective Date**. This Resolution shall become effective immediately upon its passage and adoption.

DONE AND RESOLVED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

ATTEST:

_____
Leslie Campione, Chairman

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

This _____day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/15/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Anita Ellis, Office Manager
SUBJECT: Lake Erie Road

MEETING DATE: 5/5/2026
ITEM TYPE: Consent Item
ITEM ID: 42916

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. To adopt a Resolution declaring the collapse of Lake Erie Road as a qualifying event under Section 255.20(1)(c)1, Florida Statutes, which exempts the repair and reconstruction of the road from the competitive bidding process otherwise required pursuant to that statute;
2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $3,000,000 to not exceed $3,500,000; and
3. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is unknown at this time as expenditures are emergency event-related. Most projects shall not exceed the FEMA acceptable funding limits per project. Expenditures will not exceed available funding in each Fiscal Year's Budget.

BACKGROUND SUMMARY: On February 24, 2026, Lake Erie Road in the Groveland area, experienced a catastrophic failure when a depression was observed under the roadway as a result of a sinkhole. The estimated cost of repairs is approximately $450,000.

Although Florida law generally requires public road projects to be competitively bid, Section 255.20(1)(c)1, Florida Statutes, provides an exception if a public road is damaged or destroyed through an act of God and such damage creates an immediate danger to public health or safety. Under this exception to competitive bidding, a local government may utilize existing on-call contracts to replace or reconstruct the public infrastructure.

On December 16, 2025, through the competitive Request for Proposal process, the Board of County Commissioners (Board) awarded Contracts 25-743A-C to Bulldog Sitework, LLC (Leesburg, FL), Cathcart Construction Company-Florida, LLC (Winter Springs, FL), and Estep Construction, Inc. (Apopka, FL) with expenditures not to exceed $250,000 per project while staying within the fiscal year budget (Agenda Item 40478 attached). The per-project limit was increased on February 24, 2026, through

Agenda Item 41973 to $3,000,000. Staff recommends increasing the contract maximum to $3,500,000 so that Lake Erie Road can be reconstructed under the exception set forth in Section 255.20(1)(c)1., Florida Statutes.

Fiscal Impact: The fiscal impact cannot be determined at this time.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Agenda Item 40478
2.	Resolution_Lake Erie_4.21.2026
3.	Lake Erie Sinkhole
4.	Lake Erie Sinkhole2
5.	Lake Erie Sinkhole3
6.	Lake Erie Sinkhole4
7.	Estep_Q2026-00085 Lake Erie Rd
8.	Q2026-00085 Tabulation Sheet

STAFF APPROVALS AND DATES:

Anita Ellis	Created/Initiated - 04/15/2026
Jeffrey Earhart	Approved - 04/16/2026
David Hill	Approved - 04/20/2026
Kerri Andrews	Approved - 04/20/2026
Grace Burgos	Approved - 04/21/2026
Michael Olka	Approved - 04/21/2026
Roberto Bonilla	Approved - 04/21/2026
Rachel Bartolowits	Approved - 04/22/2026
Ron Falanga	Approved - 04/22/2026
Kandace Pourbaix	Approved - 04/22/2026
Miranda Lanoue	Approved - 04/22/2026
Jaime Stewart	Approved - 04/22/2026
Melanie Marsh	Approved - 04/23/2026
Jennifer Barker	Approved - 04/28/2026
Marisol Saldana	Final Approval - 04/28/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 02/12/2026
MEETING DATE: 2/24/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 41973
Michael Olka, Engineering & Operations Director
BY: Melanie Pompos, Contracting Officer II
SUBJECT: On-Call Emergency Infrastructure Repair Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of a Resolution declaring the collapse of Empire Church Road as a qualifying event under Section 255.20(1)(c)1, Florida Statutes, which exempts the repair and reconstruction of the road from the competitive bidding requirements otherwise required;
2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $250,000 to a not to exceed $3,000,000; and
3. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is unknown at this time as expenditures are emergency event related. Most projects shall not exceed the FEMA acceptable funding limits per project. Expenditures will not exceed available funding in each fiscal year's budget.

BACKGROUND SUMMARY: On February 2, 2026, Empire Church Road in the Groveland area, experienced a catastrophic failure when a portion of the road collapsed as a result of a sinkhole. The estimated cost of repairs is approximately $2.6 million. Although Florida law generally requires public road projects to be competitively bid, Section 255.20(1)(c)1, Florida Statutes, provides an exception if a public road is damaged or destroyed through an act of God and such damage creates an immediate danger to public health or safety. Under this exception to competitive bidding, a local government may utilize existing on-call contracts to replace or reconstruct the public infrastructure.

On December 16, 2025, through the competitive Request for Proposal process, the Board of County Commissioners (Board) awarded Contracts 25-743A-C to Bulldog Sitework, LLC (Leesburg, FL), Cathcart Construction Company – Florida, LLC (Winter Springs, FL), and Estep Construction, Inc. (Apopka, FL) with expenditures not to exceed $250,000 per project while staying within the fiscal year budget (Agenda Item 40478 attached). Staff recommends increasing the contract maximum to $3,000,000 so that Empire Church Road can be reconstructed under the exception set forth in Section 255.20(1)(c)1., Florida

Statutes.

Fiscal Impact: Fiscal impact is unkown at this time.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Agenda 40478
2.	Resolution
3.	Pictures

STAFF APPROVALS AND DATES:

Melanie Pompos	Created/Initiated - 02/12/2026
Ron Falanga	Approved - 02/12/2026
Melanie Marsh	Approved - 02/12/2026
Kerri Andrews	Approved - 02/12/2026
Michael Olka	Approved - 02/12/2026
Grace Burgos	Approved - 02/12/2026
Roberto Bonilla	Approved - 02/12/2026
Rachel Bartolowits	Approved - 02/13/2026
Kandace Pourbaix	Approved - 02/13/2026
Miranda Lanoue	Approved - 02/13/2026
Melanie Marsh	Approved - 02/13/2026
Jennifer Barker	Approved - 02/16/2026
Marisol Saldana	Final Approval - 02/17/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

RESOLUTION NO. 2026-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, DECLARING THE COLLAPSE OF LAKE ERIE ROAD AS A QUALIFYING EVENT UNDER SECTION 255.20(1)(c)1., FLORIDA STATUTES; DETERMINING THAT SUCH EVENT EXEMPTS THE REPAIR AND RECONSTRUCTION OF THE ROAD FROM THE COMPETITIVE BIDDING REQUIREMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 255.20(1), Florida Statutes, generally requires counties to competitively award to an appropriately licensed contractor each project to construct or improve public construction works above specified monetary thresholds, subject to certain enumerated exemptions set forth in subsection (1)(c) of the statute; and

WHEREAS, Section 255.20(1)(c)1., Florida Statutes, provides that the competitive award requirements do not apply if a project is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events, such as an act of God, and such damage or destruction creates an immediate danger to the public health or safety, other loss to public or private property requiring emergency government action, or an interruption of an essential governmental service; and

WHEREAS, Lake Erie Road is a County maintained roadway and, therefore, constitutes public construction works for purposes of Section 255.20(1), Florida Statutes; and

WHEREAS, on February 24, 2026, Lake Erie Road collapsed due to significant rainfall after a severe drought, constituting damage or destruction to existing public construction works caused by a sudden unexpected turn of events, specifically an act of God, creating danger to the public and interruption to essential governmental services requiring emergency government action; and

WHEREAS, the Board finds, that the repair and reconstruction of Lake Erie Road must proceed under the exemption provided in Section 255.20(1)(c)1., Florida Statutes, and without the delay associated with competitive bidding requirements, in order to protect public health and safety and to restore essential governmental services; and

WHEREAS, the repair and reconstruction of Lake Erie Road is in the best interest of Lake County, Florida, as such work is necessary to protect public health and safety, ensure safe and reliable access for residents and emergency responders, and restore essential governmental services and infrastructure continuity in the affected area.

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

Section 1. **Recitals.** The foregoing recitals are hereby adopted as legislative findings of the Board and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. **Findings.** The Board hereby finds and declares that:

(a) The collapse of Lake Erie Road constitutes damage or destruction to existing public construction works caused by a sudden unexpected turn of events, including an act of God, within the meaning of Section 255.20(1)(c)1., Florida Statutes.

(b) The damage creates an immediate danger to the public health or safety and results in other loss to public or private property requiring emergency government action and further causes an interruption of an essential governmental service, within the meaning of Section 255.20(1)(c)1.a.–c., Florida Statutes.

(c) The Board adopts and incorporates the staff recommendation that this event qualifies under Section 255.20(1)(c)1., Florida Statutes, and should be addressed under the statutory exemption from competitive bidding.

Section 3. **Declaration of Qualifying Event and Exemption**. The Board hereby declares the collapse of Lake Erie Road to be a qualifying event under Section 255.20(1)(c)1., Florida Statutes, and determines that the repair and reconstruction of Lake Erie Road are exempt from the competitive bidding requirements otherwise applicable under Section 255.20(1), Florida Statutes.

Section 4. **Authorization.** County staff, including the Office of Procurement Services and the Department of Public Works, are authorized and directed to take all actions necessary to promptly procure and perform the repair and reconstruction of Lake Erie Road pursuant to the exemption stated herein, including utilization of existing on-call emergency infrastructure repair services contracts and execution of all supporting documentation, consistent with budgetary limitations and applicable law.

Section 5. **Effective Date.** This Resolution shall take effect upon adoption.

DULY PASSED AND ADOPTED this _____day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

ATTEST:

_____
Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman

This _____day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney









Lake Erie Road Sinkhole Proposal
LAKE COUNTY, FL

ITEM NO.	FDOT PAY ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	EXTENDED PRICE
1	0101 1	MOBILIZATION	LS	$ 120,000.00	1	$ 120,000.00
2	0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	$ 2.86	200	$ 572.00
3	0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	$ 149.51	20	$ 2,990.20
4	0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	$ 1,941.97	0.1	$ 194.20
5	0711 15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	$ 6,446.16	0.1	$ 644.62
6	0570 1 2	PERFORMANCE TURF, SOD	SY	$ 4.62	444	$ 2,051.28
7	0173 76	GROUT PIPE INSTALLATION	LF	$ 28.25	2,800	$ 79,100.00
8	0173 77 3	SUBSURFACE PRESSURE GROUTING, SAND CEMENT	CY	$ 275.00	840	$ 231,000.00

TOTAL LUMP SUM COST:	$436,552.29
NUMBER OF CALENDAR DAYS TO COMPLETE:	60
PROPOSED START DATE:	Within 1 days of N.T.P.
PROPOSED COMPLETION DATE:	Within 61 days of N.T.P.

ADDITIONAL REQUIRE OR NOTES:			
CONTRACTOR NAME A SIGNATURE:	Jeffrey R. Estep, President PRINT NAME	SIGNATURE	
Contractor Company Name:	Estep Construction, Inc.	*E-mail:*	jeff@estepconstruction.com
Contractor Address:	PO Box 929, Apopka, FL 32704	*Contractor Number:*	
Phone #:	(407) 410-1729	*Project Tracking #:*	
Cell #:	(407) 325-5998	*Proposal Date:*	04/08/26

RFQ Q2026-00085

RFQ Title: Repair Subsidence Feature and Roadway on Lake Erie Rd, Groveland

Closing Date: April 09, 2026, 3:00 p.m.

Contracting Officer: Melanie Pompos

Vendor	**Type**	**Quoted**	**Business within Lake County**
Estep Construction, Inc.	Apopka, FL	$436,552.29	
Bulldog Sitework LLC	Leesburg, FL	$479,818.24	Yes

All entries are subject to verification.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/16/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Melanie Brown, Office Associate IV
SUBJECT: Abbey Hill Court

MEETING DATE: 5/5/2026
ITEM TYPE: Consent Item
ITEM ID: 42917

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. To adopt a Resolution declaring the collapse of Abbey Hill Court as a qualifying event under Section 255.20(1)(c)1, Florida Statutes, which exempts the repair and reconstruction of the road from the competitive bidding process otherwise required pursuant to that statute;
2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $3,500,000 to not exceed $4,500,000; and
3. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is unknown at this time as expenditures are emergency event-related. Most projects shall not exceed the FEMA acceptable funding limits per project. Expenditures will not exceed available funding in each Fiscal Year's Budget.

BACKGROUND SUMMARY: On February 3, 2026, Abbey Hill Court in the Clermont area, experienced a catastrophic failure when a depression was observed under the roadway as a result of a sinkhole. The estimated cost of repairs is approximately $750,000.

Although Florida law generally requires public road projects to be competitively bid, Section 255.20(1)(c)1, Florida Statutes, provides an exception if a public road is damaged or destroyed through an act of God and such damage creates an immediate danger to public health or safety. Under this exception to competitive bidding, a local government may utilize existing on-call contracts to replace or reconstruct the public infrastructure.

On December 16, 2025, through the competitive Request for Proposal process, the Board of County Commissioners (Board) awarded Contracts 25-743A-C to Bulldog Sitework, LLC (Leesburg, FL), Cathcart Construction Company- Florida, LLC (Winter Springs, FL), and Estep Construction, Inc. (Apopka, FL) with expenditures not to exceed $250,000 per project while staying within the fiscal year budget (Agenda Item 40478 attached). The per-project limit was increased on February 24, 2026, through

Agenda Item 41973 to $3,000,000 and further increased through agenda item 42917 to $3,500,000. Staff recommends increasing the contract maximum to $4,500,000 so that Abbey Hill Court can be reconstructed under the exception set forth in Section 255.20(1)(c)1., Florida.

Fiscal Impact: The fiscal impact cannot be determined at this time.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Agenda Item 40478
2.	Resolution_Abbey Hill Court_4.21.2026
3.	Abbey Hill1
4.	Abbey Hill2
5.	Q2026-00087_Estep
6.	Q2026-00087 Tabulation Sheet

STAFF APPROVALS AND DATES:

Melanie Brown	Created/Initiated - 04/16/2026
Jeffrey Earhart	Approved - 04/16/2026
David Hill	Approved - 04/20/2026
Kerri Andrews	Approved - 04/20/2026
Grace Burgos	Approved - 04/21/2026
Michael Olka	Approved - 04/21/2026
Roberto Bonilla	Approved - 04/21/2026
Rachel Bartolowits	Approved - 04/22/2026
Ron Falanga	Approved - 04/22/2026
Kandace Pourbaix	Approved - 04/22/2026
Miranda Lanoue	Approved - 04/22/2026
Jaime Stewart	Approved - 04/22/2026
Melanie Marsh	Approved - 04/22/2026
Jennifer Barker	Approved - 04/28/2026
Marisol Saldana	Final Approval - 04/28/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 02/12/2026
MEETING DATE: 2/24/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 41973
Michael Olka, Engineering & Operations Director
BY: Melanie Pompos, Contracting Officer II
SUBJECT: On-Call Emergency Infrastructure Repair Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of a Resolution declaring the collapse of Empire Church Road as a qualifying event under Section 255.20(1)(c)1, Florida Statutes, which exempts the repair and reconstruction of the road from the competitive bidding requirements otherwise required;
2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $250,000 to a not to exceed $3,000,000; and
3. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is unknown at this time as expenditures are emergency event related. Most projects shall not exceed the FEMA acceptable funding limits per project. Expenditures will not exceed available funding in each fiscal year's budget.

BACKGROUND SUMMARY: On February 2, 2026, Empire Church Road in the Groveland area, experienced a catastrophic failure when a portion of the road collapsed as a result of a sinkhole. The estimated cost of repairs is approximately $2.6 million. Although Florida law generally requires public road projects to be competitively bid, Section 255.20(1)(c)1, Florida Statutes, provides an exception if a public road is damaged or destroyed through an act of God and such damage creates an immediate danger to public health or safety. Under this exception to competitive bidding, a local government may utilize existing on-call contracts to replace or reconstruct the public infrastructure.

On December 16, 2025, through the competitive Request for Proposal process, the Board of County Commissioners (Board) awarded Contracts 25-743A-C to Bulldog Sitework, LLC (Leesburg, FL), Cathcart Construction Company – Florida, LLC (Winter Springs, FL), and Estep Construction, Inc. (Apopka, FL) with expenditures not to exceed $250,000 per project while staying within the fiscal year budget (Agenda Item 40478 attached). Staff recommends increasing the contract maximum to $3,000,000 so that Empire Church Road can be reconstructed under the exception set forth in Section 255.20(1)(c)1., Florida

Statutes.

Fiscal Impact: Fiscal impact is unkown at this time.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Agenda 40478
2.	Resolution
3.	Pictures

STAFF APPROVALS AND DATES:

Melanie Pompos	Created/Initiated - 02/12/2026
Ron Falanga	Approved - 02/12/2026
Melanie Marsh	Approved - 02/12/2026
Kerri Andrews	Approved - 02/12/2026
Michael Olka	Approved - 02/12/2026
Grace Burgos	Approved - 02/12/2026
Roberto Bonilla	Approved - 02/12/2026
Rachel Bartolowits	Approved - 02/13/2026
Kandace Pourbaix	Approved - 02/13/2026
Miranda Lanoue	Approved - 02/13/2026
Melanie Marsh	Approved - 02/13/2026
Jennifer Barker	Approved - 02/16/2026
Marisol Saldana	Final Approval - 02/17/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

RESOLUTION NO. 2026-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, DECLARING THE COLLAPSE OF ABBEY HILL COURT AS A QUALIFYING EVENT UNDER SECTION 255.20(1)(c)1., FLORIDA STATUTES; DETERMINING THAT SUCH EVENT EXEMPTS THE REPAIR AND RECONSTRUCTION OF THE ROAD FROM THE COMPETITIVE BIDDING REQUIREMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 255.20(1), Florida Statutes, generally requires counties to competitively award to an appropriately licensed contractor each project to construct or improve public construction works above specified monetary thresholds, subject to certain enumerated exemptions set forth in subsection (1)(c) of the statute; and

WHEREAS, Section 255.20(1)(c)1., Florida Statutes, provides that the competitive award requirements do not apply if a project is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events, such as an act of God, and such damage or destruction creates an immediate danger to the public health or safety, other loss to public or private property requiring emergency government action, or an interruption of an essential governmental service; and

WHEREAS, Abbey Hill Court is a County maintained roadway and, therefore, constitutes public construction works for purposes of Section 255.20(1), Florida Statutes; and

WHEREAS, on February 3, 2026, Abbey Hill Court collapsed due to significant rainfall after a severe drought, constituting damage or destruction to existing public construction works caused by a sudden unexpected turn of events, specifically an act of God, creating danger to the public and interruption to essential governmental services requiring emergency government action; and

WHEREAS, the Board finds that the repair and reconstruction of Abbey Hill Court must proceed under the exemption provided in Section 255.20(1)(c)1., Florida Statutes, and without delay associated with the competitive bidding requirements, in order to protect public health and safety and to restore essential governmental services; and

WHEREAS, the repair and reconstruction of Abbey Hill Court is in the best interest of Lake County, Florida, as such work is necessary to protect public health and safety, ensure safe and reliable access for residents and emergency responders, and restore essential governmental services and infrastructure continuity in the affected area.

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

Section 1. **Recitals.** The foregoing recitals are hereby adopted as legislative findings of the Board and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. **Findings.** The Board hereby finds and declares that:

(a) The collapse of Abbey Hill Court constitutes damage or destruction to existing public construction works caused by a sudden unexpected turn of events, including an act of God, within the meaning of Section 255.20(1)(c)1., Florida Statutes.

(b) The damage creates an immediate danger to the public health or safety and results in other loss to public or private property requiring emergency government action and further causes an interruption of an essential governmental service, within the meaning of Section 255.20(1)(c)1.a.–c., Florida Statutes.

(c) The Board adopts and incorporates the staff recommendation that this event qualifies under Section 255.20(1)(c)1., Florida Statutes, and should be addressed under the statutory exemption from competitive bidding.

Section 3. **Declaration of Qualifying Event and Exemption**. The Board hereby declares the collapse of Abbey Hill Court to be a qualifying event under Section 255.20(1)(c)1., Florida Statutes, and determines that the repair and reconstruction of Abbey Hill Court are exempt from the competitive bidding requirements otherwise applicable under Section 255.20(1), Florida Statutes.

Section 4. **Authorization.** County staff, including the Office of Procurement Services and the Department of Public Works, are authorized and directed to take all actions necessary to promptly procure and perform the repair and reconstruction of Abbey Hill Court pursuant to the exemption stated herein, including utilization of existing on-call emergency infrastructure repair services contracts and execution of all supporting documentation, consistent with budgetary limitations and applicable law.

Section 5. **Effective Date.** This Resolution shall take effect upon adoption.

DULY PASSED AND ADOPTED this _____day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

ATTEST:

_____
Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman

This _____day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney


LAKE COUNTY
TRAFFIC OPERATIONS
SPEED LIMIT
25



16748 Abbey Hill Ct Sinkhole
LAKE COUNTY, FL

ITEM NO.	FDOT PAY ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	EXTENDED PRICE
1	0101 1	MOBILIZATION	LS	$ 100,000.00	1	$ 100,000.00
2	0102 1	MAINTENANCE OF TRAFFIC	DA	$ 1,236.74	5	$ 6,183.70
3	0110 1 1	CLEARING & GRUBBING	AC	$ 51,684.16	0.1	$ 5,168.42
4	0160 4	TYPE B STABILIZATION	SY	$ 6.44	134.0	$ 862.96
5	0285709	OPTIONAL BASE, BASE GROUP 09	SY	$ 24.58	134.0	$ 3,293.72
6	0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	$ 158.54	16.0	$ 2,536.64
7	0173 76	GROUT PIPE INSTALLATION	LF	$ 28.25	2,400	$ 67,800.00
8	0173 77 1	SUBSURFACE PRESSURE GROUTING, SAND CEMENT	CY	$ 275.00	1,400	$ 385,000.00
9	0570 1 2	PERFORMANCE TURF, SOD	SY	$ 4.62	250	$ 1,155.00

TOTAL LUMP SUM COST:	$572,000.44
NUMBER OF CALENDAR DAYS TO COMPLETE:	60
PROPOSED START DATE:	Within 1 days of N.T.P.
PROPOSED COMPLETION DATE:	Within 61 days of N.T.P.

ADDITIONAL REQUIRE OR NOTES:			
CONTRACTOR NAME A SIGNATURE:	Jeffrey R. Estep, President PRINT NAME	SIGNATURE	
Contractor Company Name:	Estep Construction, Inc.	*E-mail:*	jeff@estepconstruction.com
Contractor Address:	PO Box 929, Apopka, FL 32704	*Contractor Number:*	
Phone #:	(407) 410-1729	*Project Tracking #:*	
Cell #:	(407) 325-5998	*Proposal Date:*	04/14/26

RFQ Q2026-00087

RFQ Title: Repair Subsidence Feature and Roadway at 16748 Abbey Hill Ct, Clermont

Closing Date: April 16, 2026, 3:00 p.m.

Contracting Officer: Melanie Pompos

Vendor	**Type**	**Quoted**	**Business within Lake County**
Estep Construction, Inc.	Apopka, FL	$572,000.44	

All entries are subject to verification.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/17/2026
MEETING DATE: 5/5/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42820
Angela Harrold, Office of Parks & Water Resources Operations Director
BY: Sandra Rogers, Procurement Services Manager
SUBJECT: Athletic Field Painting and Marking Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 26-406 with Earthscapes Unlimited, Inc. (Coleman, FL) to provide athletic field painting and marking services; and
2. To authorize the Office of Procurement Services to execute the agreement and all supporting documentation.

The estimated fiscal impact is $115,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Annual expenditures shall at no time exceed the available Fiscal Year Budgeted funds.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Parks and Trails, issued Invitation to Bid 26-406 to select a qualified vendor for athletic field painting and marking services to replace expiring Contract 20-0415. The solicitation provides for a one-year term with two additional two-year terms available. This agreement provides for on-call painting of baseball/softball fields, soccer fields, football fields, and cricket fields at eight various County park locations.

The attached tabulation sheet reflects two submissions with one vendor deemed non-responsive for not meeting bid requirements. Staff recommends awarding Contract 26-406 to Earthscapes Unlimited, Inc. (Coleman, FL) for athletic field painting and marking services.

Last fiscal year's expenditure was $85,262.

Fiscal Impact: $115,000 (expediture)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
MSTU PARKS	1231	2952200	830460		$115,000

Advertised Date: Paper:

Attachments:

1.	Bid Tabulation 26-406
2.	26-406 Earthscapes Unlimited

STAFF APPROVALS AND DATES:

Sandra Rogers	Created/Initiated - 03/17/2026
Ron Falanga	Approved - 03/17/2026
Grace Burgos	Approved - 04/03/2026
Lindsaia Johansmeyer	Approved - 04/06/2026
Angela Harrold	Approved - 04/06/2026
Roberto Bonilla	Approved - 04/07/2026
Kerri Andrews	Approved - 04/07/2026
Alexis Clark	Approved - 04/15/2026
Kandace Pourbaix	Approved - 04/15/2026
Miranda Lanoue	Approved - 04/15/2026
Jaime Stewart	Approved - 04/15/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/17/2026
Marisol Saldana	Final Approval - 04/17/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

BID TABULATION **ITB 26-406, Athletic Field Painting and Marking Services** **EarthScapes Unlimited Inc.**

This is an indefinite quantity contract with no guarantee of services. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this Invitation to Bid. The County estimates that the total yearly budget for the work covered by this solicitation will be $40,000.

The unit price below reflects the total price for a vendor to provide on-call paint and chalking services to Lake County ballfields, soccer fields, football fields at any Lake County Park for which the vendor states capability to provide service in the second matrix below. Vendors are encouraged to provide pricing for all of the configurations included in the unit pricing matrix. The work to be performed under this contract includes, but is not limited to, providing all labor, materials, supervision, equipment, incidentals and related items to complete the work in accordance with the specifications contained herein.

Paint Layout-see attached diagrams	Initial Layout	Paint Layout-see attached diagrams	Initial Layout	Paint Layout-see attached diagrams	Initial Layout
Soccer Fields A	$907.84	Soccer Fields G	$269.13	Football Field without numbers	$1,430.00
Soccer Fields B	$292.24	Soccer Fields H	$389.64	Cricket Field	$424.13
Soccer Fields C	$147.95	Soccer Fields I	$151.97	Softball Field Paint Layout	$118.45
Soccer Fields D	$83.68	Figure A (Combination of I,I,G,F)	$990.60	Softball Field Paint	$77.25
Soccer Fields E	$66.95	Figure B (Combination of C,C,D,E,E)	$498.55	Baseball Field Paint Layout	$128.75
Soccer Fields F	$447.20	Figure C (Combination of B,B,B,B)	$1,134.92	Baseball Field Paint	$87.55
		Football Field with numbers	$1,695.56		

$9,342.36

Park	Address	Touch-Up without Layout			Confirmation of support
		100 - 1000 lf	1001 - 2000 lf	2001 - 3000 lf	
North Lake Regional Park	40730 Roger Giles Rd. Umatilla, FL. 32784	$0.13	$0.12	$0.11	Yes
Hickory Point Rec. Complex	27531 SR19, Tavares, FL 32778	$0.13	$0.12	$0.11	Yes
Paisley Park	24956 SR 42, Paisley FL. 32767	$0.14	$0.13	$0.12	Yes
Astor Park	54835 Alco Rd. Astor FL. 32102	$0.14	$0.13	$0.12	Yes
Pine Forest Park	32520 SR 44, Deland, FL. 32720	$0.14	$0.13	$0.12	Yes
East Lake Community Park	24809 Wallick Rd, Sorrento, FL. 32776	$0.13	$0.12	$0.11	Yes
PEAR Park	26701 US Highway 27, Leesburg, FL. 34748	$0.13	$0.12	$0.11	Yes
Minneola Athletic Complex	1300 Fosgate Rd, Minneola, FL. 34715	$0.13	$0.12	$0.11	Yes

$2.97

CONTRACT NO. 26-406
For
ATHLETIC FIELDS PAINTING AND MARKING SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Earthscapes Unlimited, Inc.** (hereinafter "Contractor") to supply **athletic fields painting and marking services** to the County pursuant to County Bid number 26-406 with any included addenda (hereinafter "Bid"), with an opening date of 2/4/2026, and Contractor's Bid response dated 2/3/2026, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Pricing Sheet
Attachment 3 – Affidavit – Entities & Trafficking
Addendum 1
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Field Dimension Requirements

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 6/1/2026 through 5/31/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date:

The undersigned hereby declares that Earthscapes Unlimited, Inc. has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **ATHLETIC FIELD PAINTING** as specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department, parksinvoices@lakecountyfl.gov, an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC or LCWA, purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: NO

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subncontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Earthscapes Unlimited Inc. / David Gruber

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number N/A
and enter effective date N/A to date N/A

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT – N/A

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Earthscapes Unlimited, Inc.

Street Address: 1010 N Warnell Rd

City: Coleman State and ZIP Code: FL, 33521

Mailing Address (if different): PO Box 819, Coleman, FL, 33521

Telephone: 352-748-0351

Purchase Order Email Address: Emily@earthscapesunlimited.com

Federal Identification Number / TIN: 02-0546095

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *David Gruber*



Date: 2/3/2026

Print Name: David Gruber

Title: President

Primary E-mail Address: David@earthscapesunlimited.com

Secondary E-mail Address: Jwestfall@earthscapesunlimited.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[End of Attachment 1]

ATTACHMENT 3 **ITB 26-406, Athletic Field Painting and Marking Services** **EarthScapes Unlimited Inc.**

This is an indefinite quantity contract with no guarantee of services. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this Invitation to Bid. The County estimates that the total yearly budget for the work covered by this solicitation will be $40,000.

The unit price below reflects the total price for a vendor to provide on-call paint and chalking services to Lake County ballfields, soccer fields, football fields at any Lake County Park for which the vendor states capability to provide service in the second matrix below. Vendors are encouraged to provide pricing for all of the configurations included in the unit pricing matrix. The work to be performed under this contract includes, but is not limited to, providing all labor, materials, supervision, equipment, incidentals and related items to complete the work in accordance with the specifications contained herein.

Paint Layout-see attached diagrams	Initial Layout	Paint Layout-see attached diagrams	Initial Layout	Paint Layout-see attached diagrams	Initial Layout
Soccer Fields A	$907.84	Soccer Fields G	$269.13	Football Field without numbers	$1,430.00
Soccer Fields B	$292.24	Soccer Fields H	$389.64	Cricket Field	$424.13
Soccer Fields C	$147.95	Soccer Fields I	$151.97	Softball Field Paint Layout	$118.45
Soccer Fields D	$83.68	Figure A (Combination of I,I,G,F)	$990.60	Softball Field Paint	$77.25
Soccer Fields E	$66.95	Figure B (Combination of C,C,D,E,E)	$498.55	Baseball Field Paint Layout	$128.75
Soccer Fields F	$447.20	Figure C (Combination of B,B,B,B)	$1,134.92	Baseball Field Paint	$87.55
		Football Field with numbers	$1,695.56		

$9,342.36

Vendors do not have to bid on, or provide for, the contract services at all County parks. By checking the last column in the matrix below, vendor confirms interest and capability to provide the contract services at the above-stated unit prices at the listed location.

Park	Address	Touch-Up without Layout			Confirmation of support
		100 - 1000 lf	1001 - 2000 lf	2001 - 3000 lf	
North Lake Regional Park	40730 Roger Giles Rd. Umatilla, FL. 32784	$0.13	$0.12	$0.11	Yes
Hickory Point Rec. Complex	27531 SR19, Tavares, FL 32778	$0.13	$0.12	$0.11	Yes
Paisley Park	24956 SR 42, Paisley FL. 32767	$0.14	$0.13	$0.12	Yes
Astor Park	54835 Alco Rd. Astor FL. 32102	$0.14	$0.13	$0.12	Yes
Pine Forest Park	32520 SR 44, Deland, FL. 32720	$0.14	$0.13	$0.12	Yes
East Lake Community Park	24809 Wallick Rd, Sorrento, FL. 32776	$0.13	$0.12	$0.11	Yes
PEAR Park	26701 US Highway 27, Leesburg, FL. 34748	$0.13	$0.12	$0.11	Yes
Minneola Athletic Complex	1300 Fosgate Rd, Minneola, FL. 34715	$0.13	$0.12	$0.11	Yes

$2.97

Total cost of all services shown above per Scope of Services **$9,345.33**

Certification of mandatory site visit: Vendor acknowledges and confirms compliance with the requirement to visit the sites of the proposed work, to include all parks for which the vendor has confirmed interest in the above matrix.	WJW

Certification of Standardization Acknowledgement: Vendor acknowledges and confirms compliance to use exclusively Pioneer Athletic's Brite Stripe White field paint and Oldcastle Guide Line White Athletic Field Market chalk as the standard for County Park projects.	WJW

The following information is required in order for a price redetermination to be considered	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	30.00%
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	50.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	20.00%

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared **(Name of affiant)** David Gruber, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** President of **(Business Name)** Earthscapes Unlimited, Inc. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws*: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 3rd day of February, 2026.

BY: _____
Signature of Affiant

David Gruber
Printed Name

STATE OF Florida
COUNTY OF Sumter

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 3rd day of February, 2026, by David Gruber, who is ☑ personally known to me or ☐ has produced identification (type):_____.

Amber Bell
(*Notary Signature*)

(SEAL)

AMBER BELL
Notary Public
State of Florida
Comm# HH511695
Expires 4/3/2028

ADDENDUM NO. 1 **26-406**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Athletic Fields Painting and Marking Services 01/06/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q1. Who is the current provider of these services?
   A. **See agreement here: 20-0415 Agreement. It is the vendor's responsibility to review Scope of Work to verify any changes in 20-0415's Scope of Work.**

Q2. What has been the annual spend?
   A. **Fiscal year 2025: $45,064.63**

Q3. We utilize a TinyMobile Robots Pro X line striper machine. Is this fine? They provide a superior field compared to manual or other robotics.
   A. **No. See Scope of Work.**

Q4. The TinyMobile Robot uses proprietary paint that is designed for the Robotic Striper. Is it compatible with what is specified in the documents?
   A. **No. See Scope of Work.**

Q5. Who currently mows the sports fields? We offer robotic mowing services as well. We currently service nearly 75 sports fields with robotic mowers.
   A. **Not applicable to this solicitation.**

ACKNOWLEDGEMENT

Firm Name: Earthscapes Unlimited, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *David Gruber*

Date: 2/3/2026

Print Name: David Gruber

Title: President

Primary E-mail Address: David@earthscapesunlimited.com

Secondary E-mail Address: Jwestfall@earthscapesunlimited.com

1. SCOPE OF SERVICES

1.1 The Contractor shall provide on-call painting for baseball/softball fields, soccer fields, football fields, and cricket fields at various locations.

1.2 The specifications contained within this solicitation describe the various functions and classes of work required. Any omissions of inherent technical functions or classes of work within the specifications shall not relieve the Contractor from performing such work to satisfactory completion.

1.3 Work shall not interfere with the day-to-day operations of the Park.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1 Perform all work in accordance with the requirements of Lake County and applicable codes and ordinances, including noise ordinances.

2.2 Work not installed in accordance with Field Dimension Requirements (See Exhibit D) shall be removed and replaced at Contractor's expense.

2.3 Furnish all equipment and supplies for satisfactory contract performance.

2.4 Equipment shall be in safe working order and properly maintained

2.5 A width of four inches is typical for field markings and lines.

3. COUNTY RESPOSIBILITIES

3.1 Reserve the right to award to one or more vendors.

3.2 Reserve the right to inspect and approve all materials, supplies, workmanship, and equipment.

4. PAINT REQUIREMENTS

4.1 Lake County standardized field striping paint. Pioneer Athletics Brite Stripe paint shall be the only product used.

4.2 Vendor shall acknowledge and agree to use only this product in Attachment 2 – Pricing Sheet.

5. DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION

5.1 Vendors may be required to demonstrate equipment at no cost so the County may verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

5.2 The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall

be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

6. SAFETY

Contractor shall be responsible for initiating, maintaining, supervising all safety precautions and programs, and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

7. WEATHER

Contractor shall be expected to complete the necessary work on the first fair workday following the designated workday interrupted by inclement weather.

8. SPECIAL CONDITIONS

North Lake Community Park and Minneola Athletic Complex both have an inner park route. All vehicular machines (limited to golf-cart/ATV sized vehicles) must drive using the County-assigned inner park route at these parks.

[*End of Exhibit A*]

1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. **RENEWAL AND CONTINUOUS COVERAGE**

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. **NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE**

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. **ADDITIONAL DOCUMENTATION REQUIREMENTS**

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B]

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

~~H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.~~

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

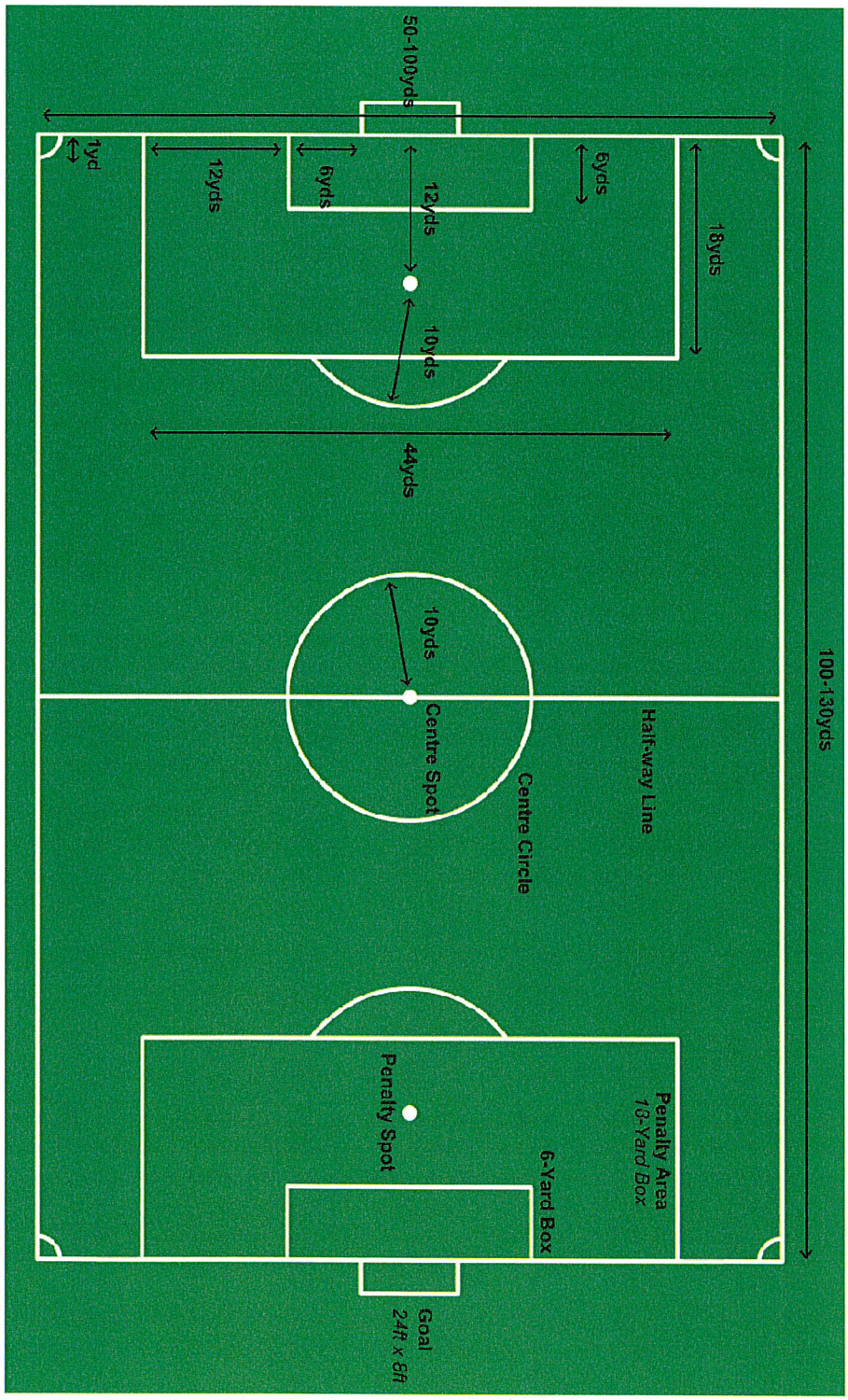
All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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Soccer Field - typical

All white lines and circle marks are to be painted for the outline and marks of the field. 1 yard = 3 feet. Painted line marks will be 4" in width (typical).

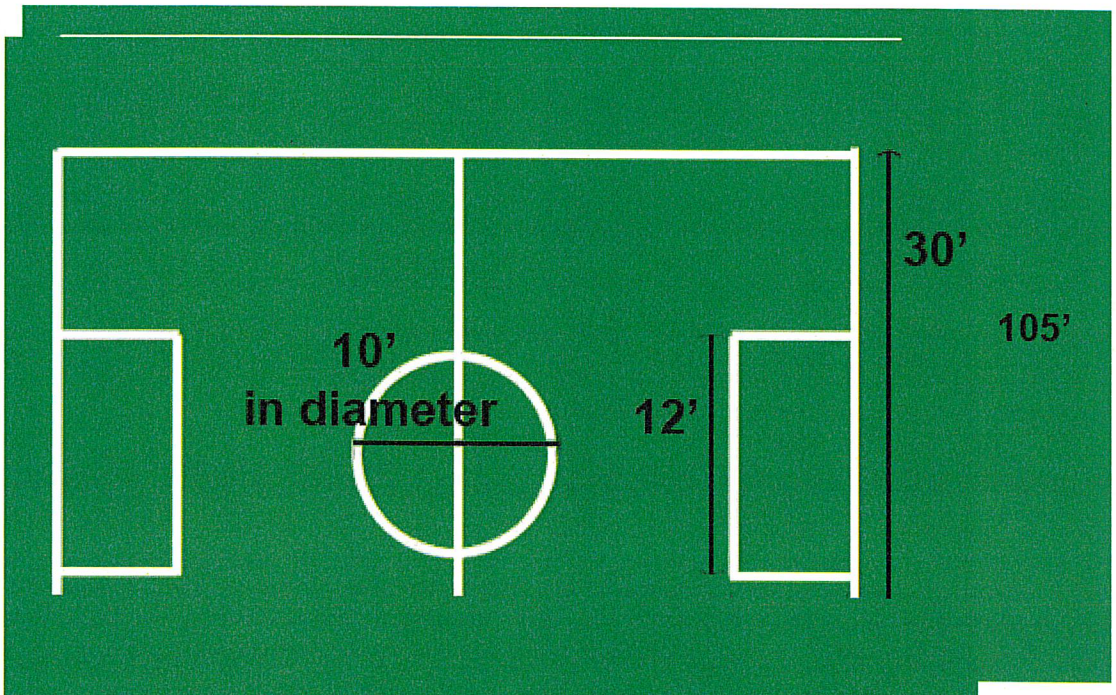
A



Soccer Field – variations

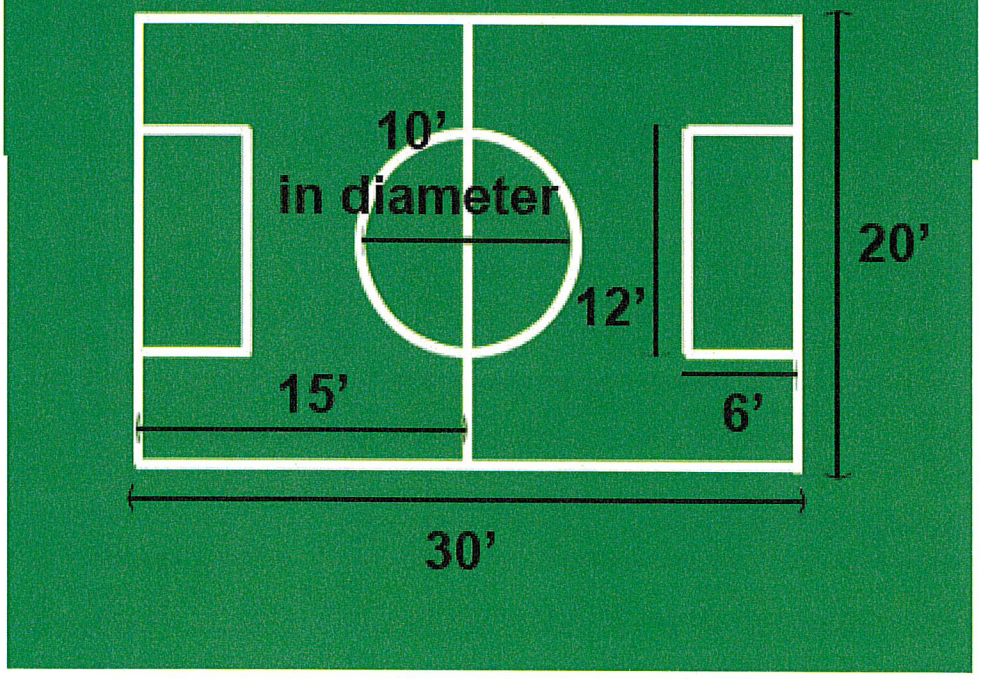
There are a wide variety of field variations that leagues and organizations like to use. Below are the most typical field dimension variations but there can always be additional variations not foreseen. All white lines and circle marks are to be painted for the outline and marks of the field. 1 yard = 3 feet. Painted line marks will be 4" in width (typical).

D

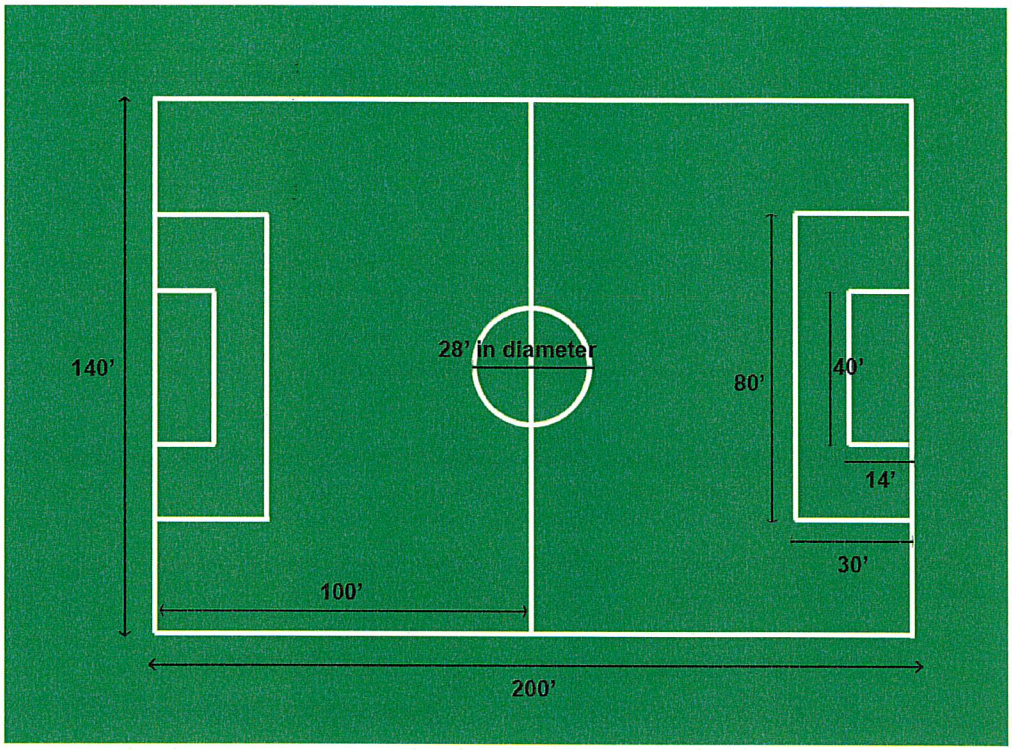


C

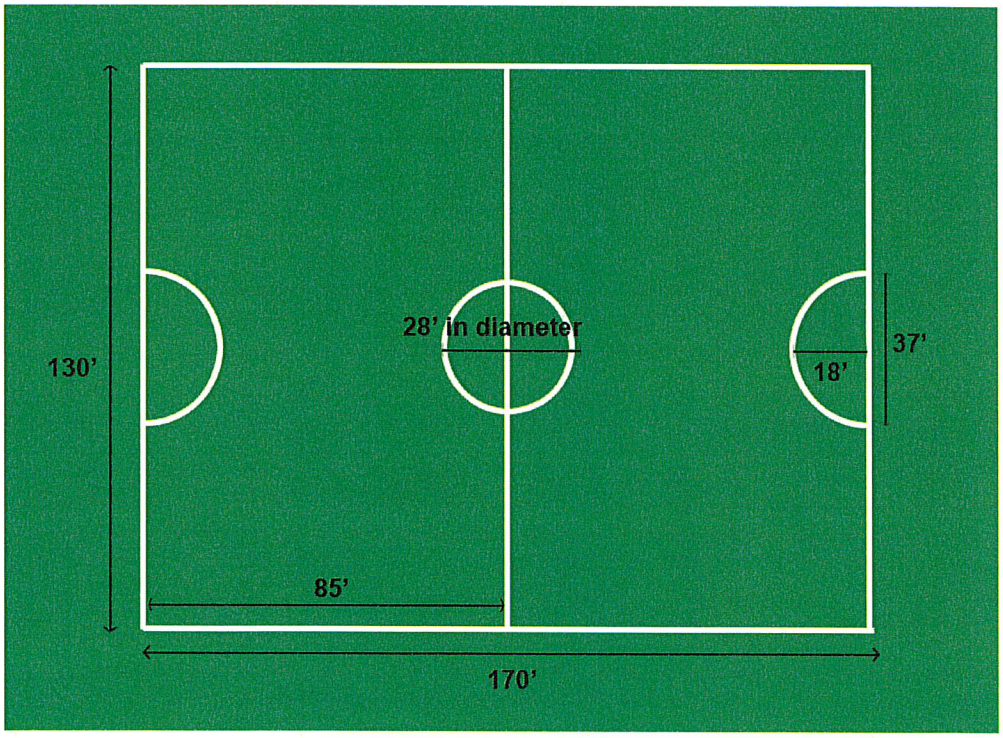
E



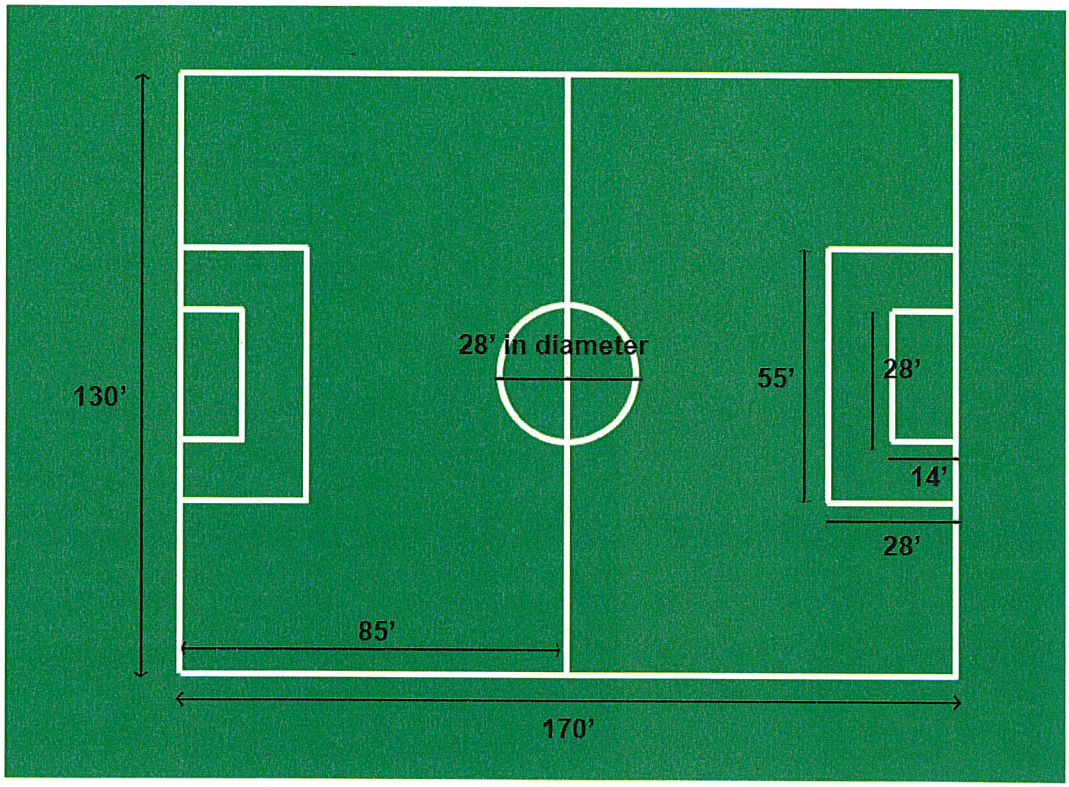
F


140'
28' in diameter
80'
40'
14'
30'
100'
200'

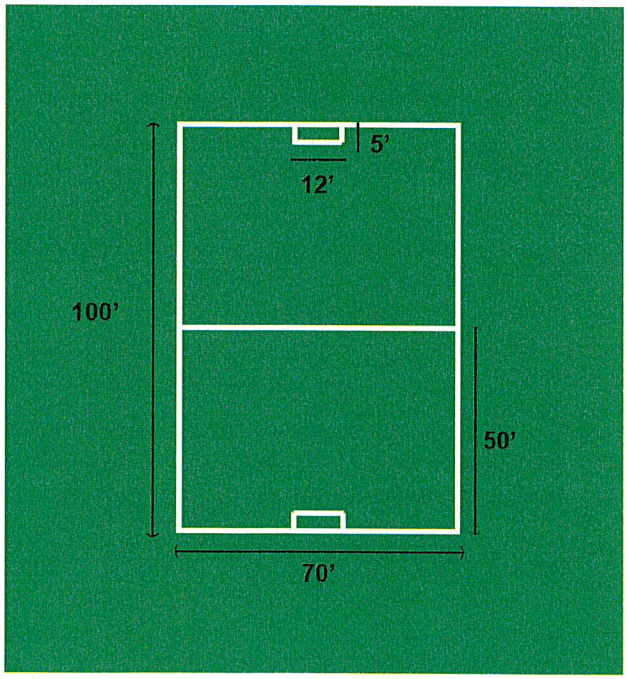
G


130'
28' in diameter
37'
18'
85'
170'

H

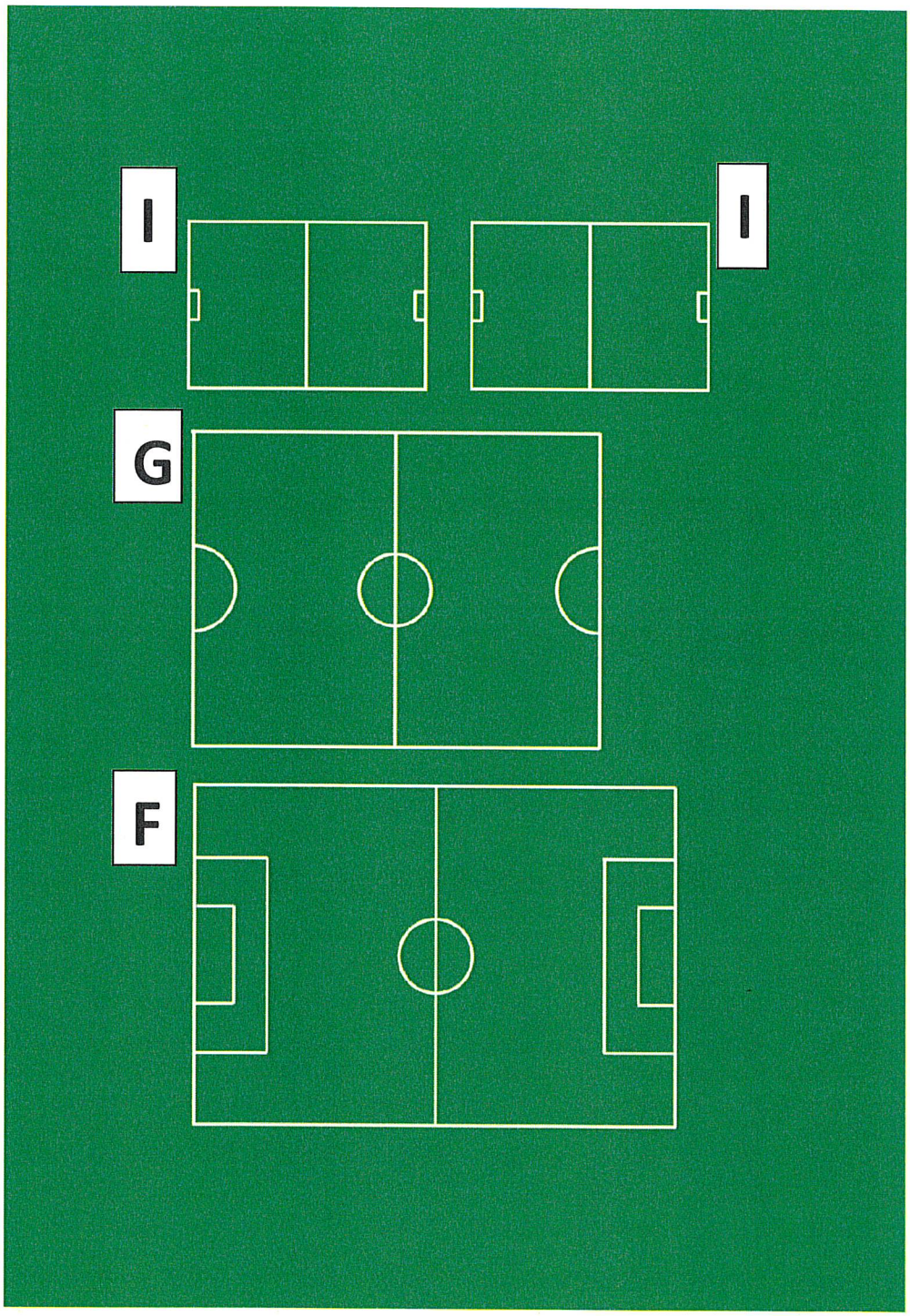


I



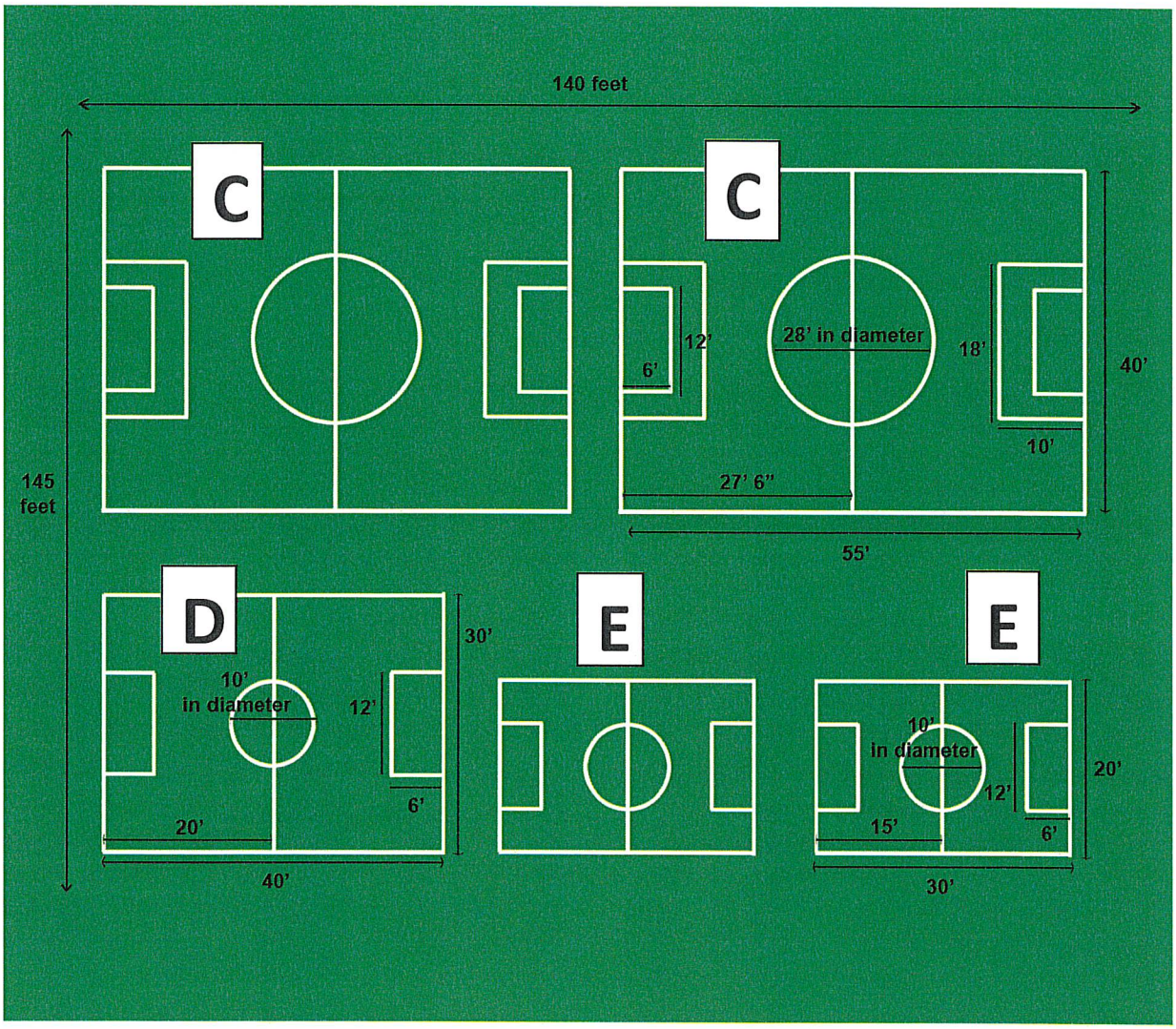
Typical soccer field layout at North Lake Community Park can consist of a combination of four to five fields depending on size and position.

Figure A



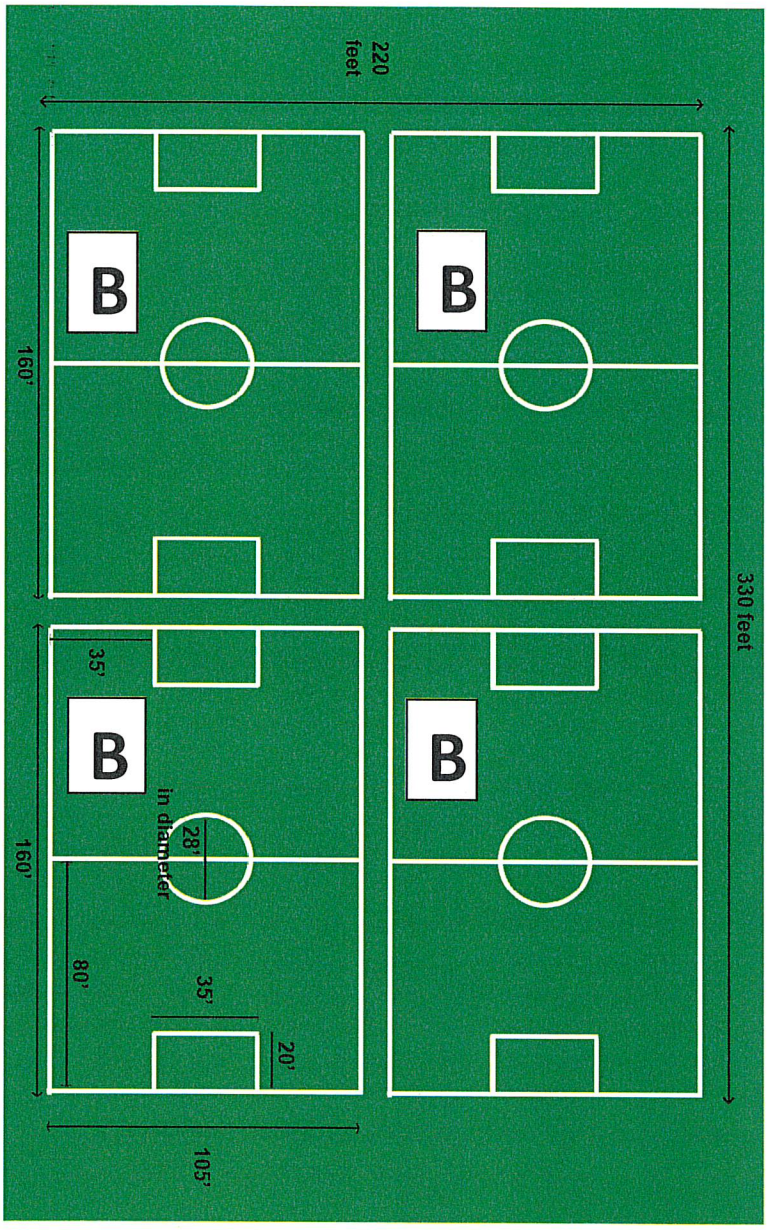
Typical soccer field layout at East Lake Community Park can consist of four to five fields depending on size and position.

Figure B

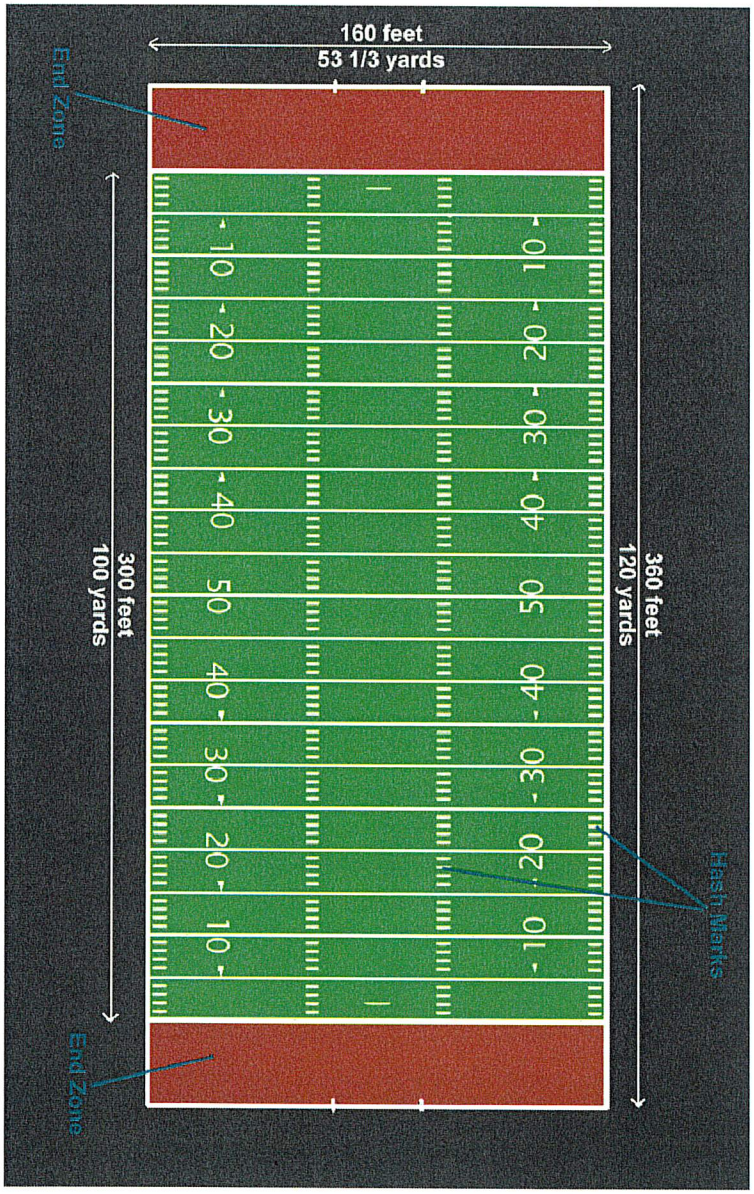


Typical soccer field layout at Minneola Athletic Complex can consist of a combination of four to five fields depending on size and position.

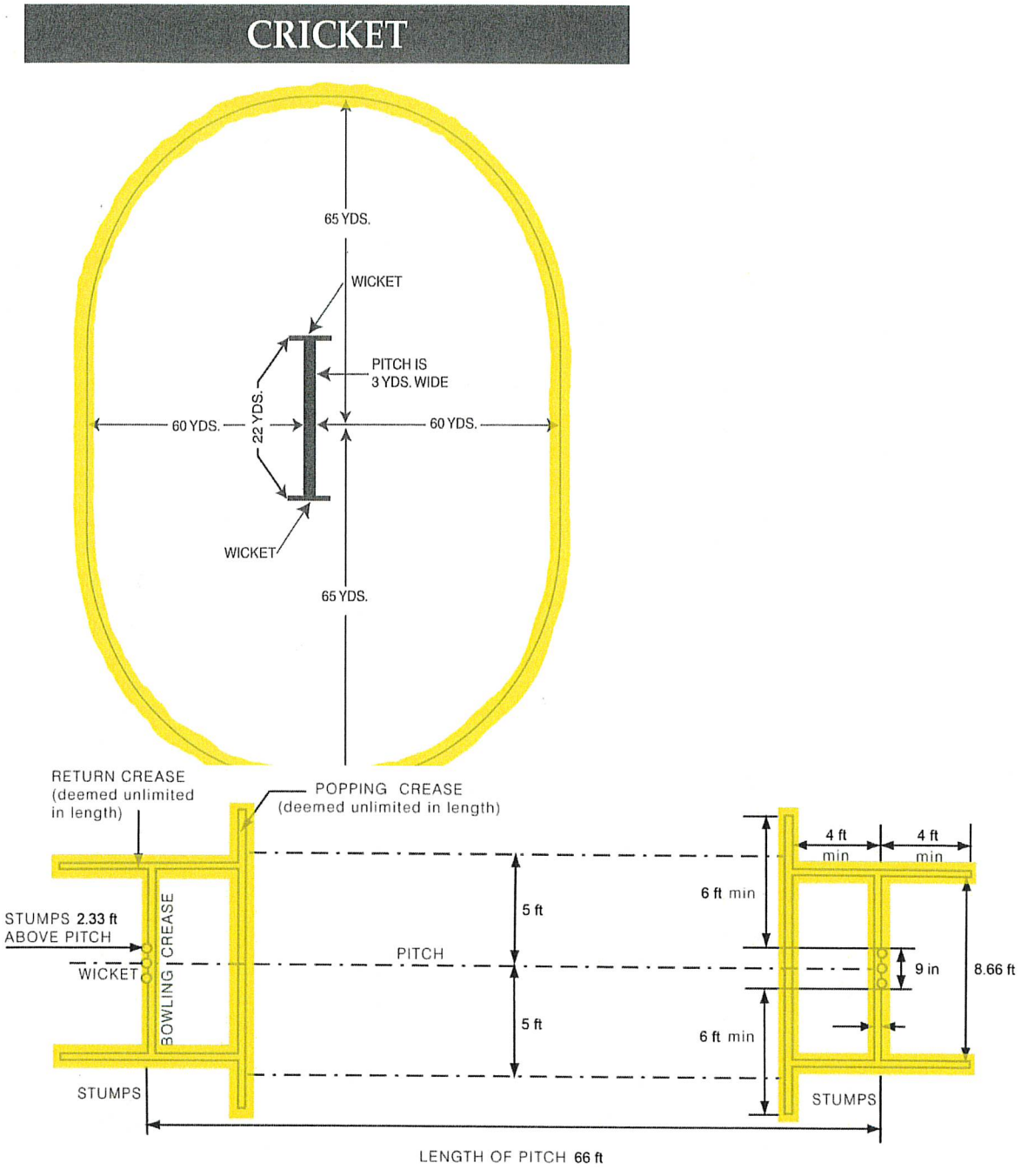
Figure C



Football Field: Typical field dimension. All white lines, hashmarks, numbers and or arrows are to be painted for the outline and marks of the field. County staff will instruct which aspects of the field to paint per reservation. 1 yard = 3 feet. Painted line marks will be 4" in width (typical).



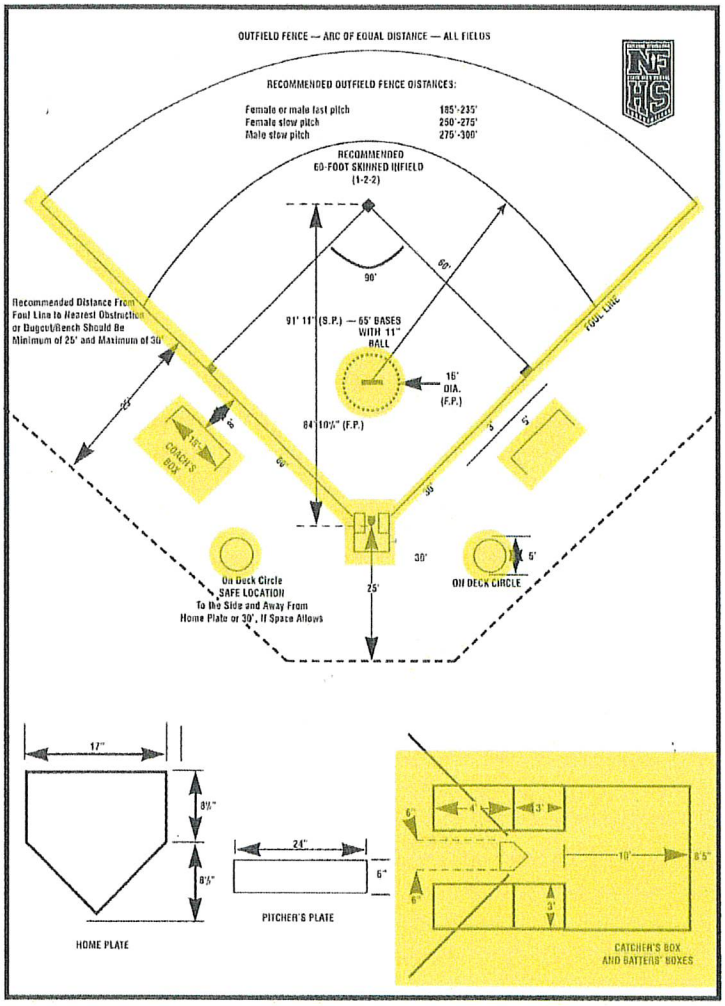
Cricket field: Field lines to be painted are on the Pitch which are highlighted in yellow and around field of play. Please see diagram below. Oval lines may be painted every 30 yards or 60 yards depending on play. Painted lines will be 4" in width (typical).



CRICKET

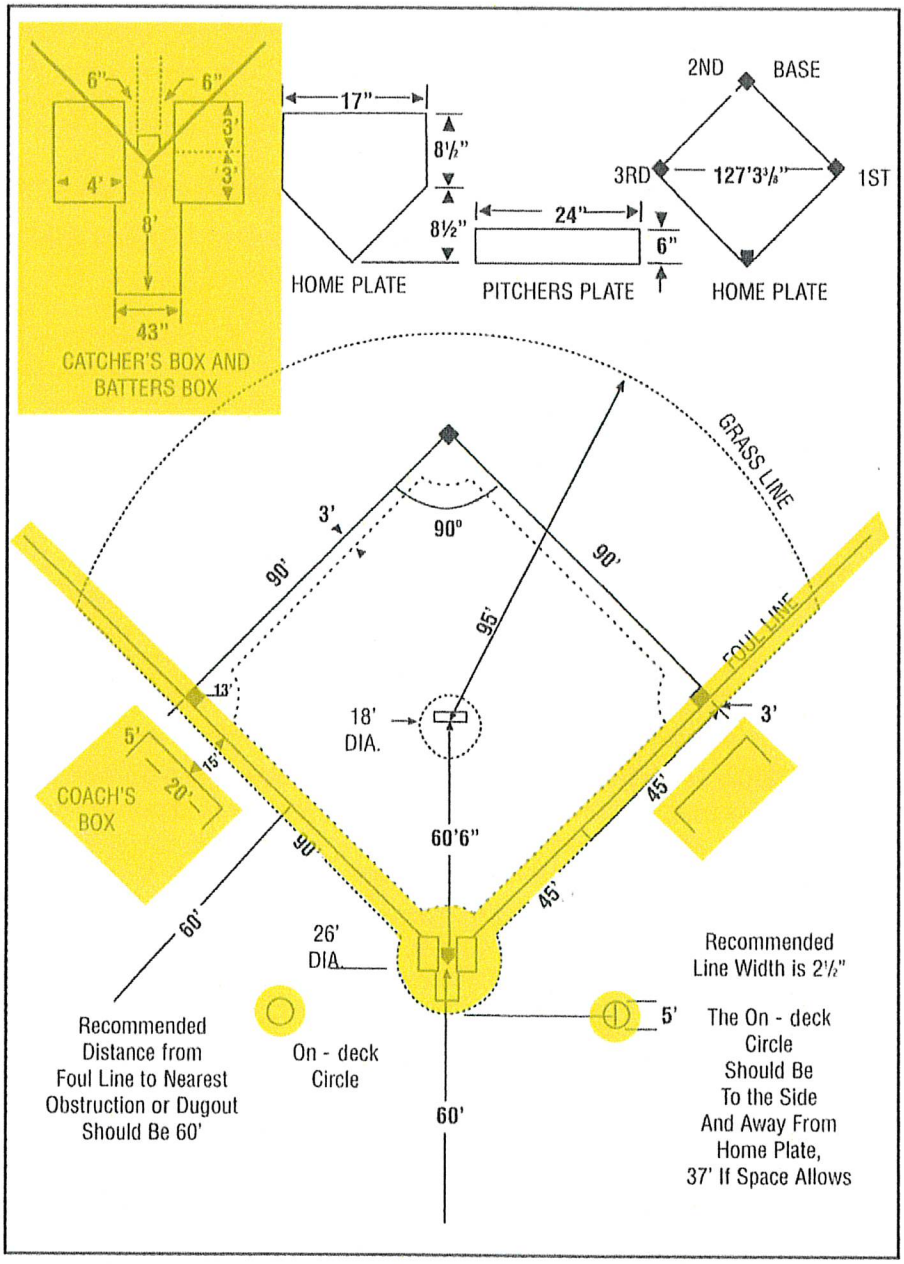
Softball field: Typical dimenisions for softball at 60 foot bases. Areas to be painted are highlighted in yellow. Same applies for any variation in base length. Painted lines will be 4" in width (typical).

SOFTBALL



Baseball field: Typical dimenisions for softball at 60 foot bases. Areas to be chalked and painted are highlighted in yellow. Same applies for any variation in base length. Painted lines will be 4" in width (typical).

BASEBALL



BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/10/2026
MEETING DATE: 5/5/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Presentation
THRU:
ITEM ID: 42903
David Kilbury, Public Safety Director
BY: Elizabeth Gouveia-Miner, Senior Financial Coordinator
SUBJECT: Fiscal Year 2027 Fire Assessment Study

RECOMMENDATION/REQUIRED ACTION: Accept
Approve

Presentation and acceptance of the Fiscal Year 2027 Fire Assessment Study presented by Benesch.

BACKGROUND SUMMARY: The County is required to conduct an annual study that examines the fire assessment rates being levied on properties that are subject to this assessment. This study is intended to ensure that the rates are appropriate and allowable pursuant to Florida Statutes. The study examines the utilization of fire services in seven land use categories. The assessment rates are calculated based upon the allocation of resources and the assessable portion of the proposed budget.

The Fire Assessment Study has been performed by a third-party consultant for the past twenty-four (24) years.

The Board of County Commissioners will set the tentative Fiscal Year 2027 fire assessment rate on June 23, 2026, and adopt the final rate on September 8, 2026.

Fiscal Impact:

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Elizabeth Gouveia-Miner	Created/Initiated - 04/10/2026
David Kilbury	Approved - 04/10/2026
Thomas Carpenter	Approved - 04/13/2026
Miranda Lanoue	Approved - 04/14/2026
Jaime Stewart	Approved - 04/14/2026
Ron Falanga	Approved - 04/14/2026
Kandace Pourbaix	Approved - 04/14/2026
Miranda Lanoue	Approved - 04/14/2026

Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/21/2026
Marisol Saldana	Final Approval - 04/21/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/16/2026
MEETING DATE: 5/5/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 42881
Michael Fitzgerald, Office of Planning & Zoning Director
BY: Eva Lora, Public Hearing Coordinator
SUBJECT: Public Hearings on Rezonings, Conditional Use Permits, and Comprehensive Plan Amendments.

RECOMMENDATION/REQUIRED ACTION:
Public Hearings on Rezonings, Conditional Use Permits, and Comprehensive Plan Amendments.

BACKGROUND SUMMARY:

Fiscal Impact: None

Account No.:

Advertised Date: March 20, 2026 & March 27, 2026
Paper: Daily Commercial

Attachments:

1.	DidYouKnow PUD_4.2.24
2.	DidYouKnow_4.2.24
3.	BCC Agenda
4.	Tab 1 - Ordinance 2026-XX Sandberg Property (FLU)
5.	Tab 2 - Ordinance 2026-XX Sandberg Property (RZ)
6.	Tab 3 - Ordinance #2026-XX Blueberry Farms (CUP)
7.	Tab 4 - Ordinance 2026-XX-Cedar Creek RCS
8.	Tab 5 - Ordinance #2026-XX Iglesia Cristiana Pentecostal (RZ)
9.	PZB Minutes

STAFF APPROVALS AND DATES:

Eva Lora	Created/Initiated - 04/16/2026
Michael Fitzgerald	Approved - 04/17/2026
Kathleen Dial	Approved - 04/17/2026
Sheri Hutchinson	Approved - 04/20/2026
David Eichinger	Approved - 04/20/2026
Ron Falanga	Approved - 04/20/2026
Kandace Pourbaix	Approved - 04/20/2026
Miranda Lanoue	Approved - 04/21/2026

Jaime Stewart	Approved - 04/21/2026
Melanie Marsh	Approved - 04/23/2026
Jennifer Barker	Approved - 05/01/2026
Marisol Saldana	Final Approval - 05/01/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:



What is a Large-Scale Comprehensive Plan Amendment?

- Each local government is required to have a Comprehensive Plan. A Comprehensive Plan provides principles, guidelines, standards, and strategies for future development. A Comprehensive Plan is organized into goals, objectives, and policies.

- A Comprehensive Plan must include the following elements: Capital Improvements, Intergovernmental Coordination, Future Land Use/Future Land Use Map, Transportation, Public Facilities, Conservation, Recreation/Open Space, Housing, Property Rights, and Economic.

- The Large-Scale Amendment process applies when a project is more than 50 acres in size.

- Local Government must hold a Transmittal Hearing also known as the First Public Hearing. If the Amendment is approved for Transmittal, it is sent to the State for review. The following State Agencies are included: Commerce, Transportation, Environmental Protection, State, Fish and Wildlife Conservation Commission, Agriculture and Consumer Services, Education and the applicable Water Management District.

- State Agencies have 30 days to return comments to the County. Once comments are received the County has 180 days to hold the Adoption Hearing also known as the Second Public Hearing.

- The Board of County Commissioners may take one of the following actions after the Second Public Hearing: Adopt the Amendment as it was Transmitted, Adopt the Amendment with changes based on State comments or public comments received at the hearing, or deny the Amendment.

- See Section 163.3184, Florida Statutes, for more information.



Limits on Local Government Authority

- The Florida Legislature passed a "Property Owner Bill of Rights" in 2019 that states each property owner has (1) the right to use, enjoy and dispose of their property and (2) the right to just compensation for property taken for a public purpose. Sec. 70.002, F.S.

- The Florida Law allows a property owner to sue the local government if the property owner believes a condition on the use of real property is more than what is necessary to address the impacts of the proposed use. If a property owner wins its lawsuit, the local government must pay damages, court costs and attorney fees. Sec. 70.45, F.S.

- The Florida Legislature created a law that allows a property owner to sue the local government if the government passes a law, regulation or ordinance that burdens, restricts or limits private property rights. This is known as the "Bert J. Harris, Jr. Private Property Rights Protection Act." If a property owner wins its lawsuit, the local government must pay damages, court costs and attorney fees. Sec. 70.001, F.S.

- Local governments cannot hold a developer responsible to correct transportation problems that existed before the developer files an application. Sec.163.3180(5)(h)2.,F.S.

- Local governments must allow a developer to move forward if they pay for or build transportation improvements that mitigate that their own impacts. Sec. 163.3180(5)(h)1.c.,F.S.

- Local governments can deny a development for reasons other than transportation problems. Sec. 163.3180(5)3., F.S.

- The County cannot impose architectural standards on any single family or duplex home, or within any zoning ordinance for development of a subdivision. Sec. 163.3202(5)(a), F.S.

BOARD OF COUNTY COMMISSIONERS (BCC) REZONING AGENDA

MAY 5, 2026

The Lake County Planning & Zoning Board (PZB) is an advisory board to the Board of County Commissioners (BCC). It is responsible for reviewing changes to the Comprehensive Plan, zoning, conditional uses, mining site plans, and making recommendations on these applications to the Board of County Commissioners.

The recommendations of the PZB are transmitted to the BCC for their consideration at a scheduled public hearing; these cases will be heard at the BCC hearing time, or soon thereafter.

Location & Time

Commission Chambers
County Admin. Building
315 West Main Street
Tavares, FL 32778-7800

BCC: 10:00 a.m. 05/05/2026

Planning & Zoning Board Members

Laura Jones Smith,
Chairman (District 2)

Carroll Jaskulski,
Vice Chairman (District 4)

Judith Fike (District 1)

Addie Owens (District 3)

Dan Tatro (District 5)

Sean Lahey
(At-Large Representative)

Mollie Cunningham
(School Board
Representative)

Bill Mathias
(Alternative School Board
Representative)

Mark W. McManus, Ex-
Officio, Non-Voting
Military Representative

Board of County Commissioners

Anthony Sabatini	District 1
Sean M. Parks	District 2
Kirby Smith	District 3
Leslie Campione	District 4
Timothy Morris	District 5

Lake County Staff

Melanie Marsh, County Attorney
Jennifer Barker, County Manager
Kathleen Dial, Executive Director, Development Services
Michael Fitzgerald, AICP, Director, Office of Planning & Zoning
Janie Barrón, FRA-RP, Planning Manager, Office of Planning & Zoning
Leslie Regan, Senior Planner, Office of Planning and Zoning
Meagan Bracciale, Planner II, Office of Planning and Zoning
Corey DeVogel, Planner I, Office of Planning and Zoning
Seth Lynch, Engineering & Operations Director, Public Works
Sharon Lewis, Development Engineer, Public Works

For any questions, comments, or concerns, please contact the Planning & Zoning Division at (352) 343-9641 or email pzinfo@lakecountyfl.gov**.**

BOARD OF COUNTY COMMISSIONERS
(BCC) REZONING AGENDA
MAY 5, 2026

I. Consent Agenda

The Consent Agenda contains items that are recommended for approval and that are not controversial. The BCC will adopt the entire consent agenda in one motion if no one from the Board or audience has questions, concerns, or objections. An item may be removed from the Consent Agenda for a full public hearing at the request of any Commissioner, staff member, or member of the public.

Tab 1	Ordinance #2026-XX	Sandberg Property (FLUM)
Tab 2	Ordinance #2026-XX	Sandberg Property (RZ)
Tab 3	Ordinance #2026-XX	Blueberry Farms (CUP)

II. Regular Agenda

Tab 4	Ordinance #2026-XX	Cedar Creek Rural Conservation Subdivision
Tab 5	Ordinance #2026-XX	Iglesia Cristiana Pentecostal (RZ)

Persons with disabilities needing assistance to participate in these proceedings should contact 352-343-0760 at least 48 hours before the scheduled meeting; if you are hearing or voice impaired, call 711 or 352-253-1840.

COMPREHENSIVE PLAN AMENDMENT STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	1
Public Hearings:	Planning & Zoning Board (PZB): April 1, 2026
	Board of County Commissioners (BCC): May 5, 2026
Case No. and Project Name:	PZ2025-110, Sandberg Property
Commissioner District:	District 4 – Commissioner Leslie Campione
Applicant(s):	Gary Sandberg
Owner(s):	Gary Sandberg
Requested Action:	Amend the Future Land Use Map (FLUM) to change the Future Land Use Category (FLUC) on approximately 1 +/- acres from Urban High and Regional Commercial to Urban High, a small-scale Future Land Use amendment.
Staff Determination:	Staff finds the rezoning request consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	Leslie Regan, Senior Planner
PZB Recommendation:	Approved on Consent Agenda unanimously.

Subject Property Information

Size:	1 +/- acres
Location:	3793 Codding Place in the unincorporated Mount Dora area
Alternate Key No.:	3870245
Future Land Use:	Urban High and Regional Commercial (Attachment "A")
Current Zoning District:	Rural Residential (R-1) and Neighborhood Commercial (C-1) (Attachment "B")
JPA/ISBA:	Mount Dora Joint Planning Area
Overlay/Rural Protection Area:	Wekiva Study Area
Flood Zone(s):	NA
(BMAP) Location:	Ocklawaha and Middle St. John

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban High	Neighborhood Commercial (C-1)	Residential	Single-Family Lake Frontage
South	City of Mount Dora	City of Mount Dora	Vacant Land	Vacant Residential
East	Urban High and Regional Commercial	Rural Residential (R-1)	Single Family Residential	Single-Family Lake Frontage
West	Urban High	Neighborhood Commercial (C-1)	Storage	Vacant Commercial

- Summary of Analysis -

The subject parcel is identified by Alternate Key Number 3870245 and contains approximately 1+/- acre. The Applicant seeks approval of an amendment to remove the Regional Commercial Future Land Use on the subject 1 +/- acres, identified by Alternate Key Number 3870245, located at 3793 Codding Place, Mount Dora. The subject parcel is zoned as Neighborhood Commercial (C-1) and Rural Residential (R-1) and is designated with both an Urban High and Regional Commercial Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and located within the Wekiva Study Area. The subject parcel is developed with a single-family residential home. (Attachment "C").

The Applicant is requesting to change the Future Land Use category from Regional Commercial and Urban High to only the Urban High Future Land Use on the subject property. The use on the property is currently residential and dual zoned Rural Residential (R-1) and Neighborhood Commercial (C-1). The Applicant has also provided a companion request for a rezoning to Rural Residential (R-1) for the entire parcel.

The Applicant is not proposing any changes or developments to the property at this time. An existing single family residential home is located on the property.

Table 1. Existing and Proposed Development Standards.

	Future Land Use Category	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Urban High and Regional Commercial	Min. 4 du/1 net acre Max. 12 du/1 net acre OR 3.0 FAR	NA	80%-75%	10%-15%	50 ft for residential and 75 for non-residential
Proposed	Urban High	NA	No Changes proposed	No Change	No Change	No Change

The subject property is located within the Wekiva Study Area.

The subject property is located within the Mount Dora Joint Planning Area (JPA) and the application was provided to the City of Mount Dora to review for a determination of consistency with their regulations. The City of Mount Dora did not provide any comments.

The Applicant provided a Project Narrative as shown on Attachment "E".

Standards for Review (LDR Section 14.02.03)

A. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The **Future Land Use Element** seeks to ensure compatibility between densities and intensities of development, providing for land use transitions as appropriate to protect the long-term integrity of both urban and rural areas; promote the conservation and preservation of Lake County's natural and cultural resources; and direct compact development to established urban areas to prevent sprawl. The proposed amendment aligns with the Policy I-1.2.2 entitled *Consistency between Future Land Use and Zoning.* The property is currently dual zoned with two Future Land Use Categories, and the current use is residential. To align the use with the zoning and Future Land use an amendment is required. The proposed amendment is consistent with the Future Land Use Element.

The **Capital Improvements Element** seeks to maintain adopted level of service standards and ensure public facilities and services are available concurrently with development. The Applicant is not proposing further development at this time; therefore, the proposed amendment does not create additional demand for capital facilities. By aligning the future land use with the existing residential development, the amendment minimizes impacts on adopted levels of service. The proposed amendment is consistent with the Capital Improvements Element.

The **Conservation Element** is intended to provide a framework for the ongoing monitoring, management, and use of the County's natural resources. The proposed amendment reduces potential environmental impacts by limiting future development intensity and reinforcing conservation objectives within rural areas. The proposed amendment is consistent with the Conservation Element.

The **Economic Element** seeks to strengthen the County's position as a business center for Central Florida by aggressively pursuing opportunities and building collaborative relations with regional allies. Policy IV-1.4.1 of the Lake County Comprehensive Plan, entitled *Guiding Principles,* supports the removal of the Regional Commercial Future Land Use designation as it promotes land use patterns that are environmentally sound and compatible with existing development. The Urban High Future land use that exists on the property is compatible with the existing development (existing single family). The proposed amendment is consistent with the Economic Element.

The **Housing Element** is intended to guide Lake County in developing appropriate goals, objectives and policies that demonstrate the County's commitment to meet the identified needs of all its residents. Policy V-1.2.1, entitled *Promote Maintenance of Housing,* clearly expresses the County's intent to preserve existing housing units to ensure the continued viability of existing housing stock. The subject property contains an existing single-family residence. Removing the Regional Commercial designation protects the continued residential use of the property.

Objective V-1.3 entitled *Affordable Housing,* applies to this request as well. Although affordability is not directly at issue, the objective supports the availability and diversity of residential land use categories, stating the Future Land Use Map shall include a range of residential land use categories to accommodate varying housing needs and neighborhood characteristics. Retaining residential land use supports a diverse housing environment. Also, aligning the FLUM with the existing use supports realistic housing patterns

with the adjacent properties being residential use as well.

The proposed amendment is consistent with the Housing Element.

The **Intergovernmental Coordination Element** strives to promote coordination between Lake County and other local, state, regional, and federal government entities. The proposal was routed to the City of Mount Dora, and no objection was made to the requested Future Land Use amendment. The proposed amendment is consistent with the Intergovernmental Coordination Element.

The **Parks and Recreation Element** is intended to facilitate the development and management of parks and facilities for a recreation system that includes environmental lands, trails, and other recreational opportunities that meets the diverse needs of a growing community. The proposal is consistent with the Park and Recreation element because it does not increase demand for recreational facilities, supports rural land use patterns and avoids unnecessary strain on park resources. The proposed amendment is consistent with the Parks and Recreation Element.

The **Transportation Element** is intended to emphasize the more efficient use of the existing transportation system and contributes to the wider national objectives of energy conservation, improved air quality, and increased social and environmental amenities. The proposed amendment is consistent with the Transportation Element by reducing the potential for traffic generation development and supporting Objective VIII-1.1. entitled *Level of Service Standards* by helping maintain adopted roadway level of service standards. By reducing potential development intensity, with the current existing development, the amendment supports Goals VIII-1, entitled *Transportation,* by promoting the efficient use of existing transportation network. The proposed amendment is consistent with the Transportation Element.

The **Public Facilities Element** is intended to ensure that public facilities are available to meet the needs of Lake County residents; public facilities in this element refer to aquifer recharge, potable water, sanitary sewer, solid waste, stormwater, and public-school facilities. The proposed amendment does not contain additional development therefore is does not create an additional demand for public facilities. The proposed amendment is consistent with the Public Facilities Element.

B. Whether the proposed amendment is in conflict with any applicable provisions of these regulations.

The Applicant seeks Future Land Use amendment approval from Urban High and Regional Commercial to only Urban High. The proposed amendment is consistent, as the requested Future Land Use of Urban High would allow the requested Rural Residential (R-1) zoning per Table 3.00.03 entitled *Land Use-Zoning District Matrix.* Furthermore, the current Future Land Use of Regional Commercial would not allow the current zoning of Rural Residential (R-1). The proposed amendment would correct the current inconsistency.

The existing use on the property of a residential single-family dwelling unit is an allowed use per Section 3.01.03 entitled *Schedule of Permitted and Conditional Uses* of the Lake County Land Development Regulations (LDR).

Although the Applicant is not proposing any new development at this time any new development will be required to meet all criteria specified in the LDR, as amended.

C. Whether, and the extent to which, the proposed amendment is inconsistent with existing and proposed land uses.

The Applicant is not proposing a change to the existing residential use, only to amend the Future Land Use Category to match the existing use.

D. Whether there have been changed conditions that justify an amendment.

Conditions have not changed but the Applicant is requesting that the Future Land Use amendment be approved to be consistent with the current use on the property of single-family.

E. Whether, and the extent to which, the proposed amendment would result in demands on public facilities, and whether, or to the extent to which, the proposed amendment would exceed the capacity of such public facilities, infrastructure and services, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service on public facilities and services.

Water and Sewage

The existing single-family home is serviced by City of Mount Dora water and private septic.

Schools

Lake County Schools reviewed the application and determined if any new residential dwelling unit were to be constructed it would be subject to school concurrency.

Parks

The proposed rezoning is not anticipated to adversely impact park capacity or levels of service.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities.

Public Safety

Lake County Fire Station #27 is located 3.51 miles from the subject property at 19212 SR 44. In addition, Mt. Dora Fire Station #35 is located 1.2 miles from the subject property, located on CR 19. Protection supply and emergency access will be addressed during the site plan review process, should the Future Land Use amendment be approved by the Board.

Transportation Concurrency

The Lake County Transportation Department has no comment or objection to the proposal, due to this proposal not generating any additional trips.

F. Whether, and the extent to which, the proposed amendment would result in significant impacts on the natural environment.

An environmental assessment will be submitted if any future development occurs on the parcel to indicate the presence of vegetation, soils, wetlands, threatened and endangered species on the site. Any required State permitting or mitigation will be obtained before development can commence. All sensitive resources will be addressed through the development review process. New development will be required to meet all criteria specified by the Comprehensive Plan and Land Development Regulations (LDR).

G. Whether, and the extent to which, the proposed amendment would affect the property values in the area.

In the Project Narrative (Attachment "D"), the Applicant provided that the proposed amendment to the Future Land Use Category should not affect property values in the area.

H. Whether, and the extent to which, the proposed amendment would result in an orderly and logical development pattern, specifically identifying any negative effects on such pattern.

The proposed amendment exhibits an orderly and logical development program by aligning the Future Land Use designation with the existing residential development pattern on the subject property and some surrounding area. The property is currently developed with a single-family residence, and the proposed residential land use designation reflects the established use of the site rather than introducing new or speculative development potential.

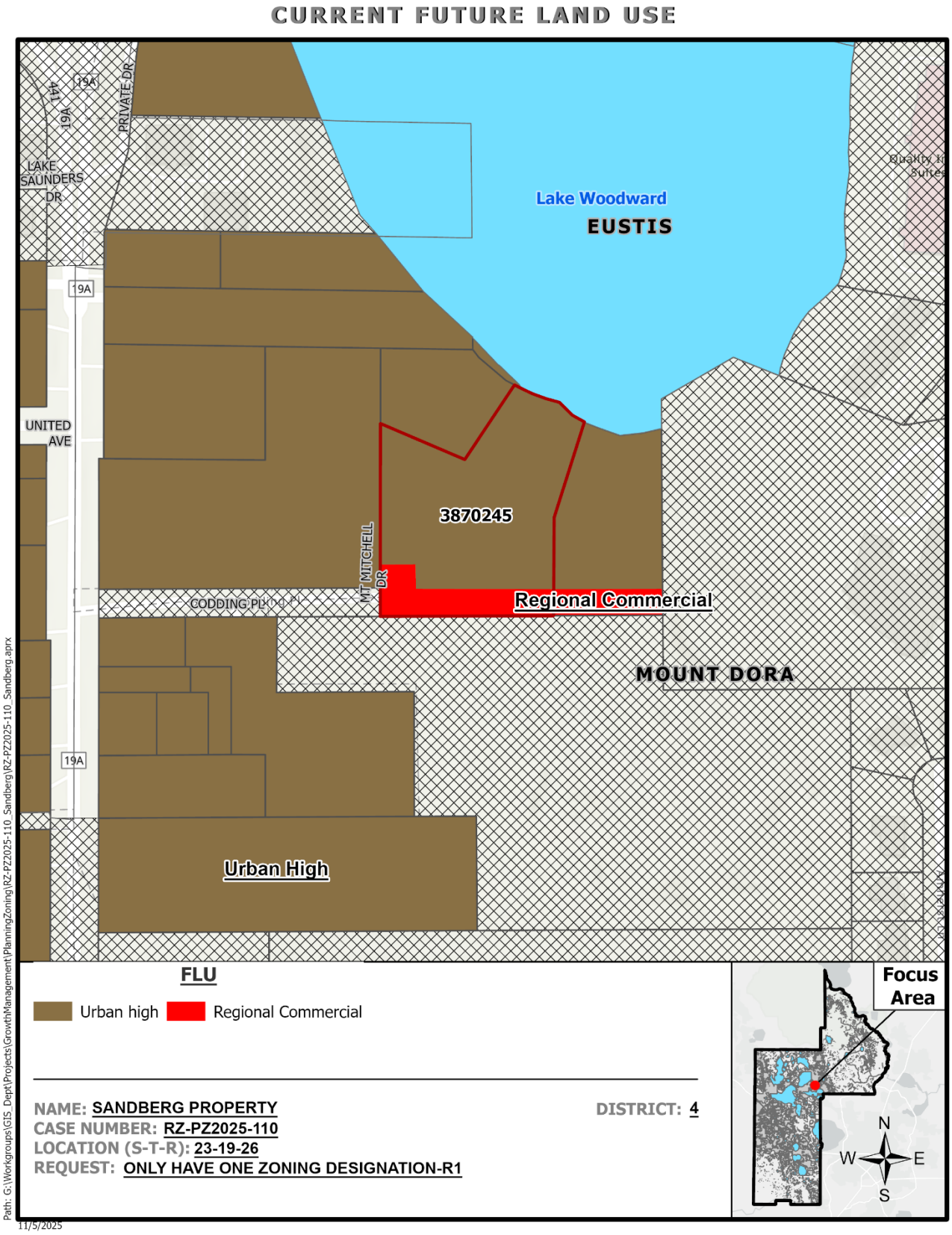
I. Whether the proposed amendment would be consistent with or advance the public interest, and in harmony with the purpose and interest of these regulations.

The proposed Future Land Use application is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

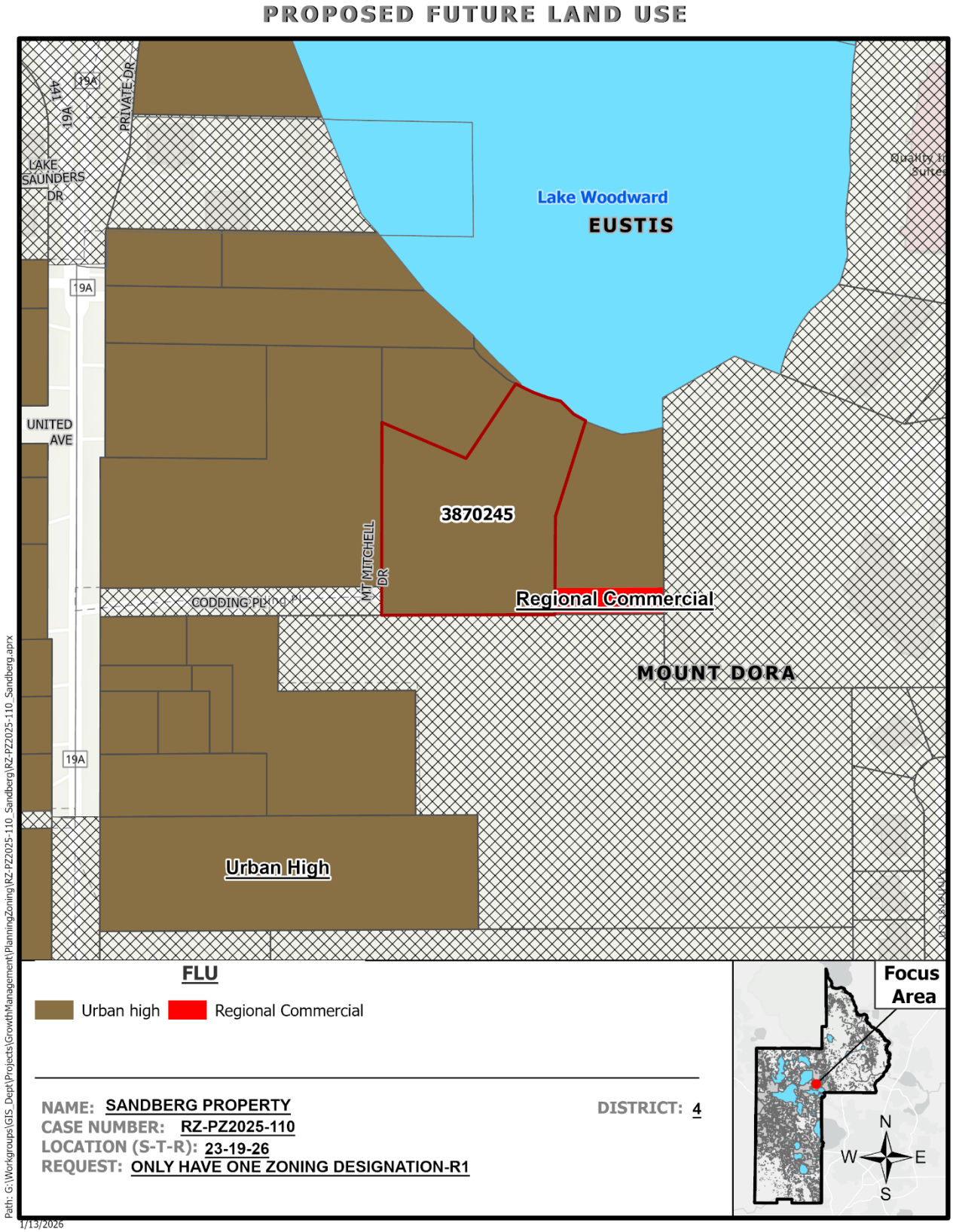
J. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

The proposed Comprehensive Plan Amendment application was submitted concurrent with a site-specific proposed rezoning to Rural Residential (R-1) being presented under a separate cover.

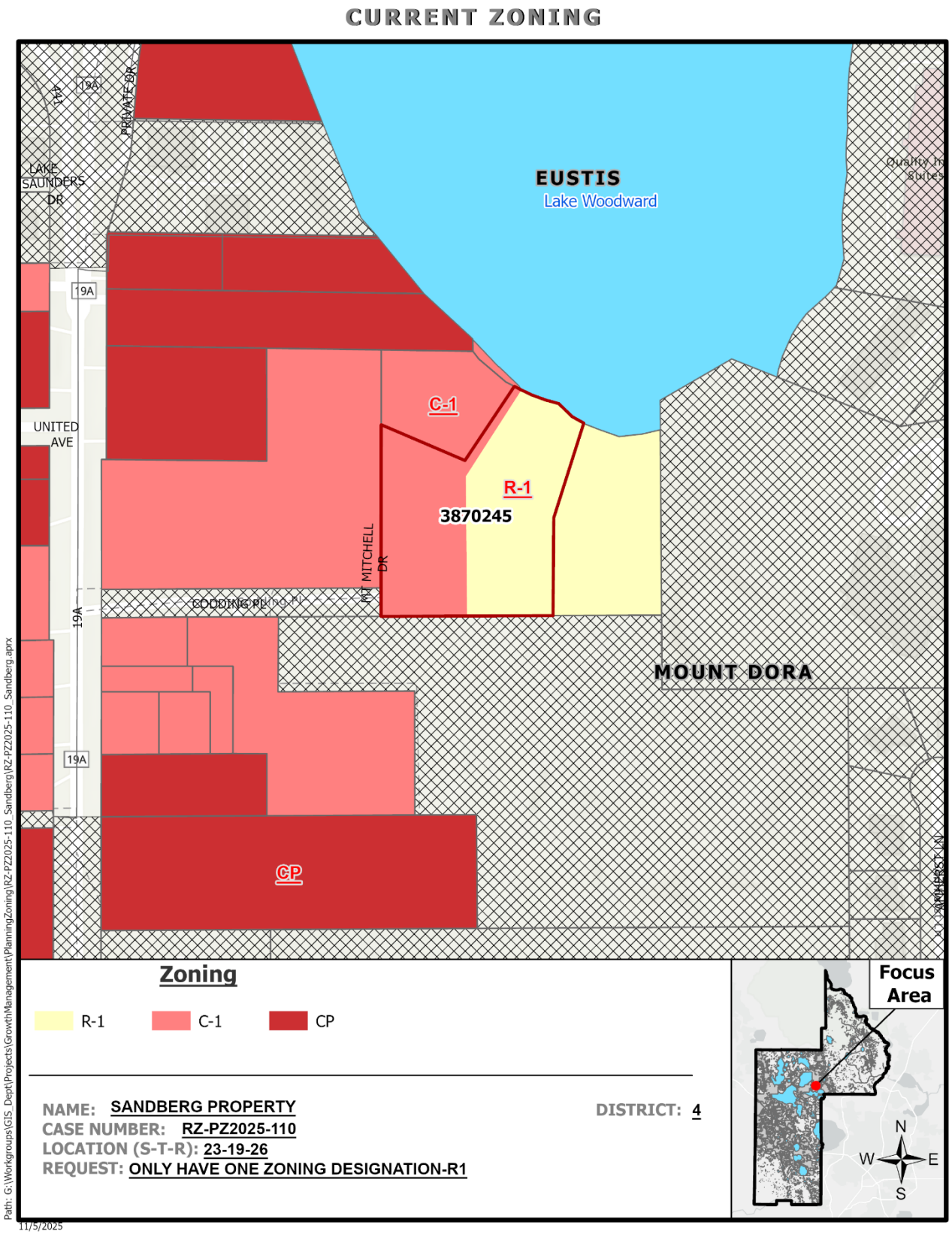
Attachment "A" – Future Land Use Map



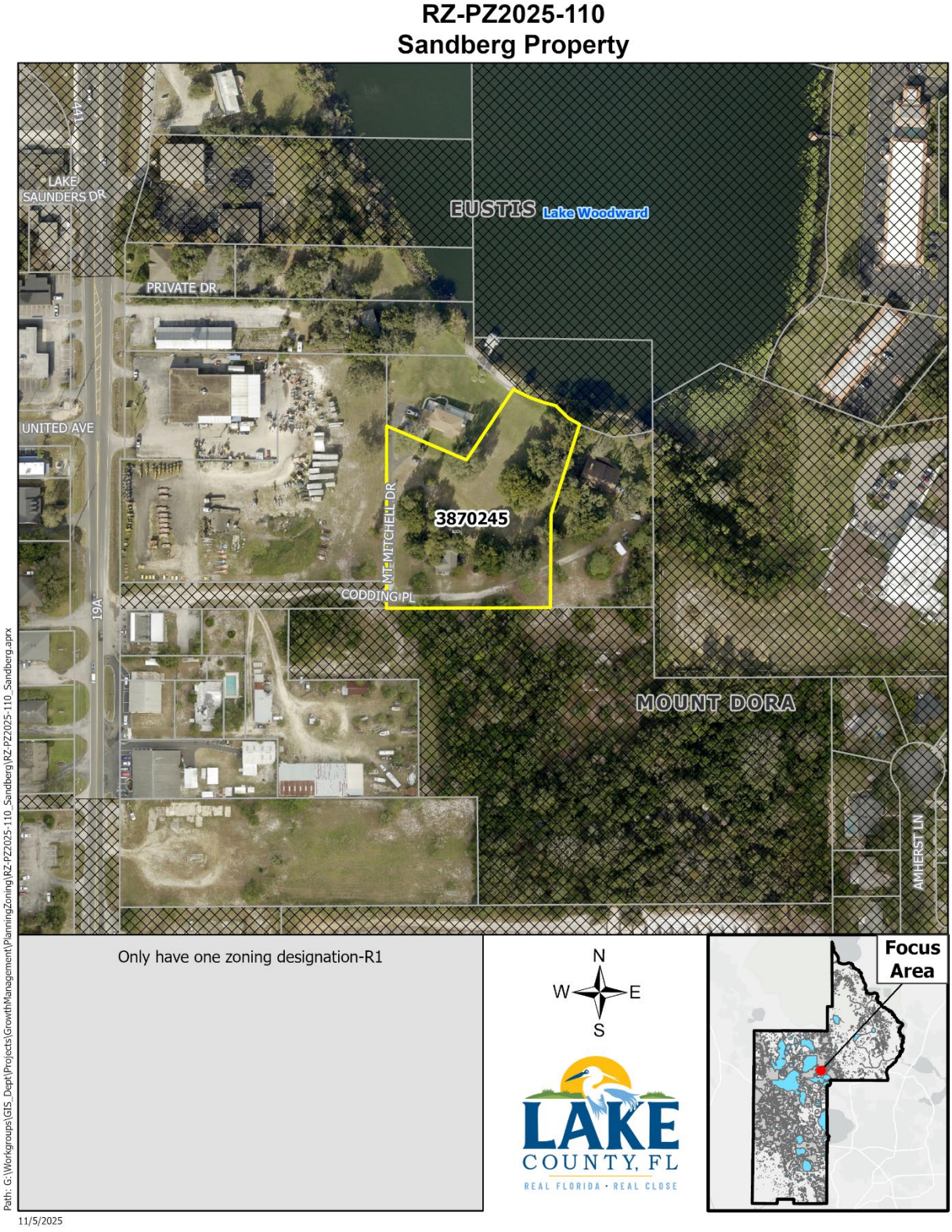
Attachment "B" – Proposed Future Land Use Map



Attachment "C" – Zoning Map



Attachment "D" – Overlay District Map



Attachment "E" – Justification Narrative (Page 1 of 2)

LAKE COUNTY, FL
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Office of Planning and Zoning

Project Narrative Comprehensive Plan Amendment

In compliance with LDR Section 14.02.03, please answer the following questions:

1. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.
   Yes.
2. Whether the proposed amendment conflicts with any applicable provisions of these regulations.
   None.
3. Whether, and the extent to which, the proposed amendment is inconsistent with existing and proposed land uses.
   No.
4. Whether there have been changed conditions that justify an amendment.
   No changes. The subject lot has both RI and CI designations due to error by Lake County Planning and Zoning years ago. I am trying to fix this error.
5. Whether, and the extent to which, the proposed amendment would result in demands on public facilities, and whether, or to the extent to which, the proposed amendment would exceed the capacity of such public facilities, infrastructure and services, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.
   None.

Attachment "E" –Justificative Narrative (Page 2 of 2)

6. Whether, and the extent to which, the proposed amendment would result in significant impacts on the natural environment.

   None.

7. Whether, and the extent to which, the proposed amendment would affect the property values in the area.

   None.

8. Whether, and the extent to which, the proposed amendment would result in an orderly and logical development pattern, specifically identifying any negative effects on such pattern.

   None.

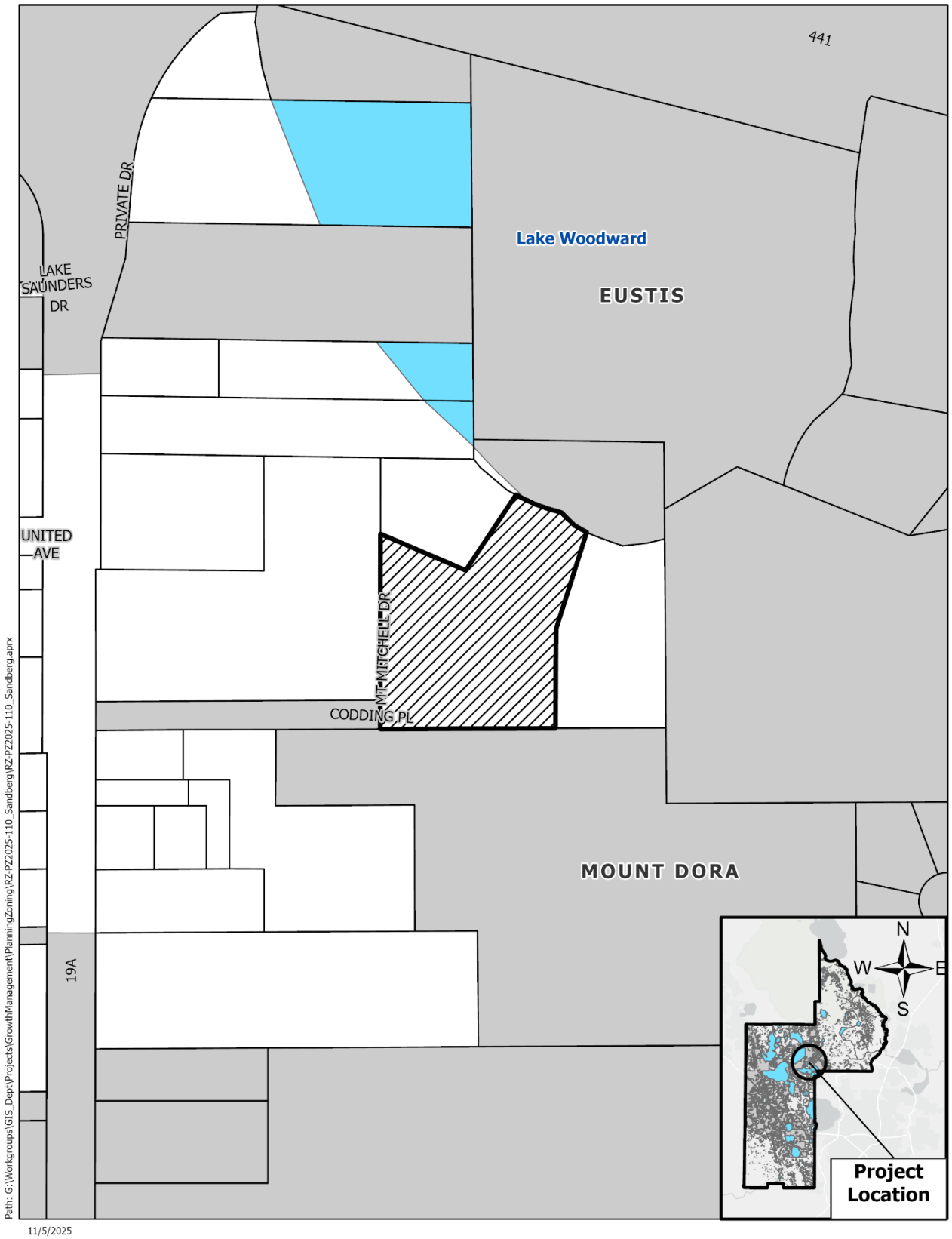
9. Whether the proposed amendment would be consistent with or advance the public interest, and in harmony with the purpose and interest of these regulations.

   Yes.

10. Any other matters that may be deemed appropriate by the Local Planning Agency or the Board of County Commissioners, in review and consideration of the proposed amendment.

    None.

Map of Subject Parcel



ORDINANCE 2026 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE LAKE COUNTY 2030 COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP FROM REGIONAL COMMERCIAL AND URBAN HIGH TO URBAN HIGH FUTURE LAND USE CATEGORY FOR 1 +/- ACRE LOCATED AT 3793 CODDING PLACE IN THE MOUNT DORA AREA OF UNINCORPORATED LAKE COUNTY, IDENTIFIED AS ALTERNATE KEY NUMBER 3870245 AND LEGALLY DESCRIBED IN EXHIBIT A ; PROVIDING FOR PUBLICATION AS REQUIRED BY SECTION 163.3184(11), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, Part II, governs growth policy, county and municipal planning, and land development regulation in the State of Florida; and

WHEREAS, Chapter 125, Florida Statutes, Section 125.01(1)(g), authorizes the Board of County Commissioners of Lake County to "prepare and enforce comprehensive plans for the development of the county"; and

WHEREAS, on the 22nd day of September 2011, the Lake County 2030 Comprehensive Plan became effective and designated the property as part of the Regional Commercial and Urban High Future Land Use Categories; and

WHEREAS, Section 163.3184, Florida Statutes, sets forth the process for adoption of Comprehensive Plan Amendments; and

WHEREAS, on the 1st day of April 2026, this Ordinance was heard at a public hearing before the Lake County Planning & Zoning Board in its capacity as the Local Planning Agency; and

WHEREAS, on the 5th day of May 2026, this Ordinance was heard at a public hearing before the Lake County Board of County Commissioners.

WHEREAS, it serves the health, safety and general welfare of the residents of Lake County to adopt the amendment to the Lake County Comprehensive Plan and Future Land Use Map.

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

Section 1. **Comprehensive Plan Future Land Use Map Amendment**. The 2030 Comprehensive Plan Future Land Use Map is hereby amended to change the Future Land Use Category for the subject property, described in Exhibit "A" attached and incorporated in this Ordinance, from Regional Commercial and Urban High Future Land Use Categories to Urban High Future Land Use Category.

Section 2. **Advertisement**. This Ordinance was advertised pursuant to Sections 125.66 and 163.3184, Florida Statutes.

Section 3. **Severability**. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the

exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 4. **No Estoppel**. Approval of this Ordinance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable provisions of the Lake County Comprehensive Plan or Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 5. **Effective Date**. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

ENACTED this ____ day of _____, 2026.

FILED with the Secretary of State _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

ATTEST:

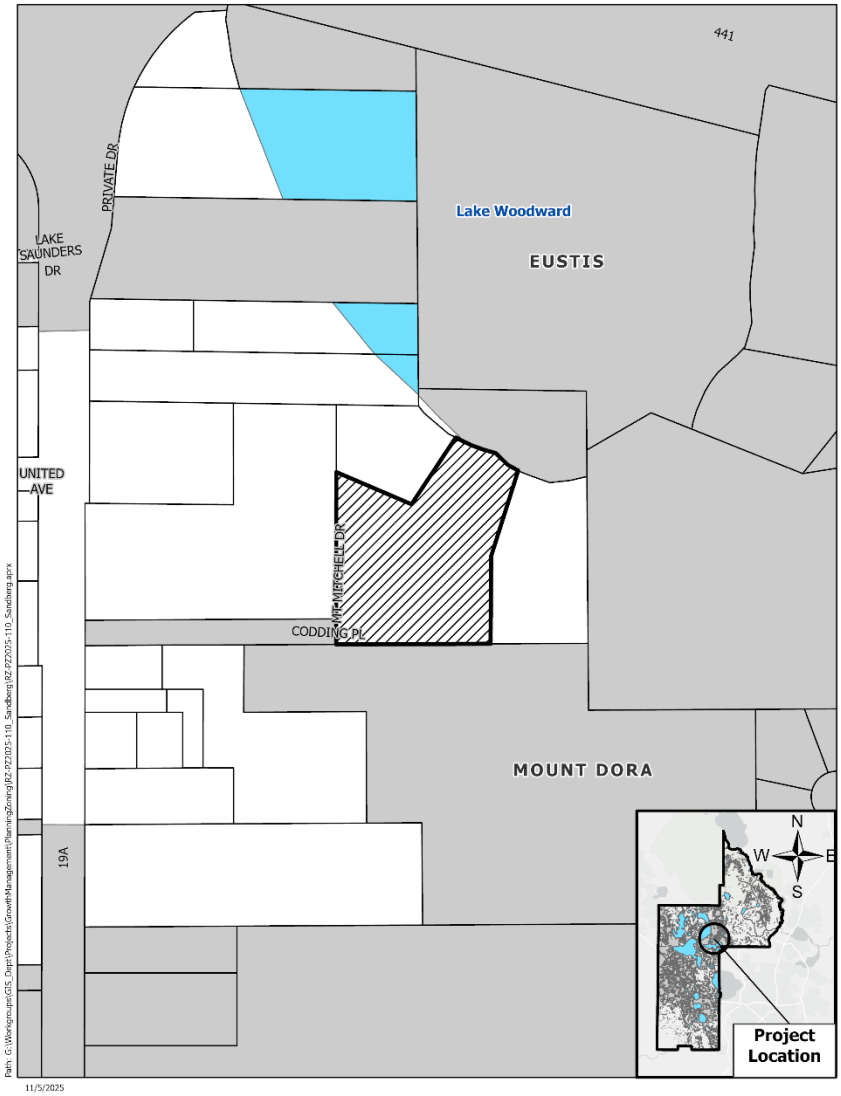
_____
Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

EXHIBIT "A" – LEGAL DESCRIPTION.

COMMENCE AT THE SW CORNER OF THE EAST 1/2 OF THE SW 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH 00º14'06" EAST FOR 130.76 FEET, RUN THENCE NORTH 89º40'18" WEST FOR 190.64 FEET TO THE POINT OF BEGINNING, RUN THENCE NORTH 00º24.25" EAST FOR 171.78 FEET, THENCE RUN NORTH 17º33'31" EAST FOR 350.64 FEET PASSING A CONCRETE MONUMENT AT 204.23 FEET, MORE OR LESS, TO A POINT ON THE WATERS EDGE OF LAKE WOODWARD, SAID POINT BEING DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN NORTH 89º40'18" WEST FOR 303.79 FEET, THENCE RUN NORTH 00º44'37" EAST FOR 340.97 FEET, THENCE RUN SOUTH 67º15'10" EAST FOR 160.82 FEET, THENCE RUN NORTH 33º21'18" EAST FOR 181.90 FEET PASSING AN IRON PIN AT 145,00 FEET, MORE OR LESS, TO A POINT ON THE WATERS OF SAID LAKE WOODWARD, THENCE RUN SOUTHEASTERLY ALONG SAID WATERS TO DESIGNATED POINT "A".



REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	2
Public Hearings:	Planning & Zoning Board (PZB): April 1, 2026
	Board of County Commissioners (BCC): May 5, 2026
Case No. and Project Name:	PZ2025-110, Sandberg Property
Commissioner District:	District 4 – Commissioner Leslie Campione
Applicant(s):	Gary Sandberg
Owner(s):	Gary Sandberg
Requested Action:	Rezone approximately 1 +/- acres from Neighborhood Commercial (C-1) and Rural Residential (R-1) to Rural Residential (R-1).
Staff Determination:	Staff finds the rezoning request consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	Leslie Regan, Senior Planner
PZB Recommendation:	Approved on Consent Agena unanimously.

Subject Property Information

Size:	1 +/- acres
Location:	3793 Codding Place in the unincorporated Mount Dora area
Alternate Key No.:	3870245
Future Land Use Category:	Urban High and Regional Commercial (Attachment “A”)
Current Zoning District:	Rural Residential (R-1) and Neighborhood Commercial (C-1) (Attachment “B”)
Proposed Zoning District:	Rural Residential (R-1) (Attachment “C”)
JPA/ISBA:	Mount Dora Joint Planning Area
Overlay/Rural Protection Area:	Wekiva Study Area (Attachment “D”)
Flood Zone(s):	NA
(BMAP) Location:	Ocklawaha and Middle St. John

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban High	Neighborhood Commercial (C-1)	Residential	Single-Family Lake Frontage
South	City of Mount Dora	City of Mount Dora	Vacant Land	Vacant Residential
East	Urban High and Regional Commercial	Rural Residential (R-1)	Single Family Residential	Single-Family Lake Frontage
West	Urban High	Neighborhood Commercial (C-1)	Storage	Vacant Commercial

- Summary of Analysis -

The subject parcel is identified by Alternate Key Number 3870245 and contains approximately 1+/- acre. The Applicant seeks approval of a rezoning of the subject property, identified by Alternate Key 3870245, located at 3793 Codding Place. The subject parcel is zoned as Rural Residential (R-1) and Neighborhood Commercial (C-1); is designated with an Urban High and Regional Commercial Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and located within Wekiva Study Area. The subject parcel is developed with a single-family dwelling unit. (Attachment "C").

The Applicant is requesting to rezone the property from Neighborhood Commercial (C-1) and Rural Residential (R-1) to Rural Residential (R-1), removing the Neighborhood Commercial (C-1) zoning on the property. There is a companion application for a Future Land Use amendment.

Table 1. Existing and Property Development Standards.

	Zoning District	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Rural Residential (R-1) and Neighborhood Commercial (C-1)	1 du / net acre	N/A	.30 OR .70	10%-15%	40
Proposed	Rural Residential (R-1)	No change	No change	No change	No change	No change

The subject property is located within the Wekiva Study Area, and the request is consistent with all Wekiva Study Area Regulations set forth in the Lake County Comprehensive Plan Objective I-3.4, entitled *Wekiva Study Area*. The proposal does not request any new development.

The subject property is located within the Mount Dora Joint Planning Area (JPA), and the application was provided to the City of Mount Dora for review for a determination of consistency with their regulations. The City of Mount Dora has not provided any comments or objections.

The Applicant provided a Project Narrative as shown on Attachment "E".

– Staff Analysis –

LDR Section 14.05.03 (Standards for Review)

A. Whether the rezoning is in conflict with any applicable provisions of the Code (Land Development Regulations).

The Applicant seeks to rezone from Neighborhood Commercial (C-1) and Rural Residential (R-1) to only Rural Residential (R-1). The proposed rezoning is consistent with Table 3.00.03, entitled *Land Use-Zoning District Matrix,* that allows Rural Residential (R-1) zoning within the Urban High Density Future Land Use Category.

Any new development will be required to meet all criteria specified in the LDR, as amended.

B. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The Applicant seeks to rezone from Rural Residential (R-1) and Neighborhood Commercial (C-1) to only Rural Residential (R-1). The proposed use is consistent with Policy I-1.2.2 entitled *Consistency between Future Land Use and Zoning.* The property is currently dual zoned with two Future Land Use Categories, and the current use is residential. To align the use with zoning and Future Land Use, an amendment is required.

New development will be required to meet all criteria specified in the Comprehensive Plan.

C. Whether, and the extent to which, the proposed rezoning is inconsistent and proposed land uses.

The proposed amendment aligns with the current single-family use that exists on the property. Furthermore, the existing single-family use is inconsistent with the current zoning of Neighborhood Commercial (C-1). Pursuant to LDR 3.01.03, entitled *Schedule of Permitted and Conditional Uses,* single family dwelling units are only allowed in this C-1 if they have site plan approval when used in conjunction with a business.

D. Whether there have been changed conditions that justify rezoning.

Conditions have not changed but the Applicant is requesting that the rezoning be approved to be consistent with the current use on the property of single-family residential.

E. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities.

Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services.

Water and Sewage

The existing single-family dwelling unit on the property is serviced by City of Mount Dora water and private septic.

Schools

Lake County Schools reviewed the application and determined any new residential dwelling unit would be subject to school concurrency. The Applicant is not proposing any new development.

Parks

The proposed rezoning is not anticipated to adversely impact park capacity or levels of service.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities or levels of service.

Public Safety

Lake County Fire Station #27 is located 3.51 miles from the subject property at 19212 SR 44. In addition, Mt. Dora Fire Station #35 is located 1.2 miles from the subject property, located on CR 19. Fire protection water supply and emergency access will be addressed during the site plan review process, should the rezoning be approved by the Board.

Transportation Concurrency

The Lake County Transportation Department has made no comment as this proposal does not generate any additional trips.

F. Whether, and the extent to which, the proposed rezoning would result in significant adverse impacts on the natural environment.

An environmental assessment will be submitted if any future development occurs on the subject property to indicate the presence of vegetation, soils, wetlands, and threatened and endangered species on the site. Any required State permitting or mitigation will be obtained before development can commence. All sensitive resources will be addressed through the development review process. New development will be required to meet all criteria specified by the Comprehensive Plan and Land Development Regulations (LDR).

The Applicant is not proposing any new development.

G. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

There is no indication that the rezoning application will affect property values in the area.

H. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

The proposed amendment exhibits an orderly and logical development program by aligning the zoning designation with the existing residential development pattern on the subject property and some surrounding areas. The property is currently developed with a single-family residence, and the proposed residential zoning designation reflects the established use of the site rather than introducing new or speculative development potential.

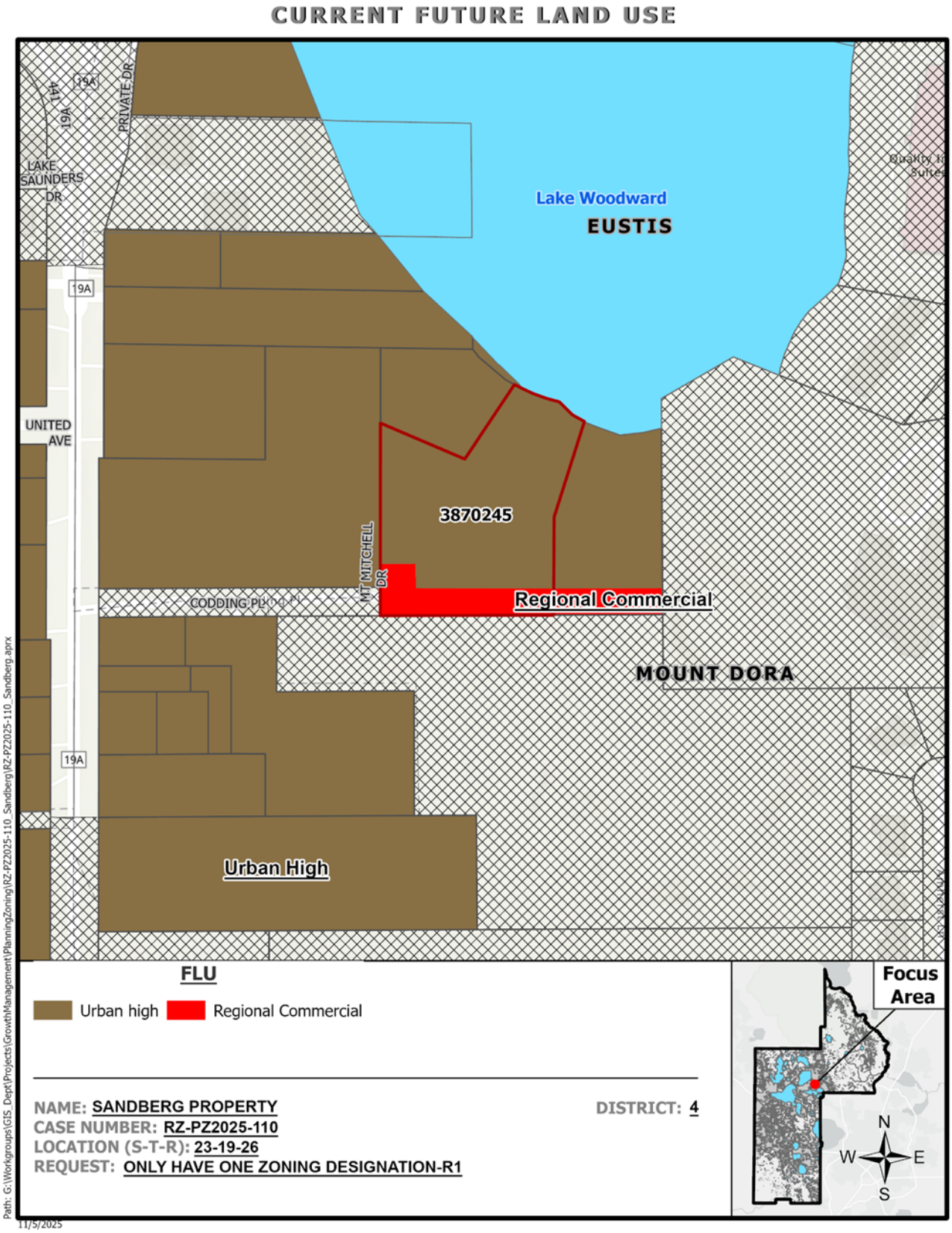
I. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these Regulations.

The proposed rezoning application is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

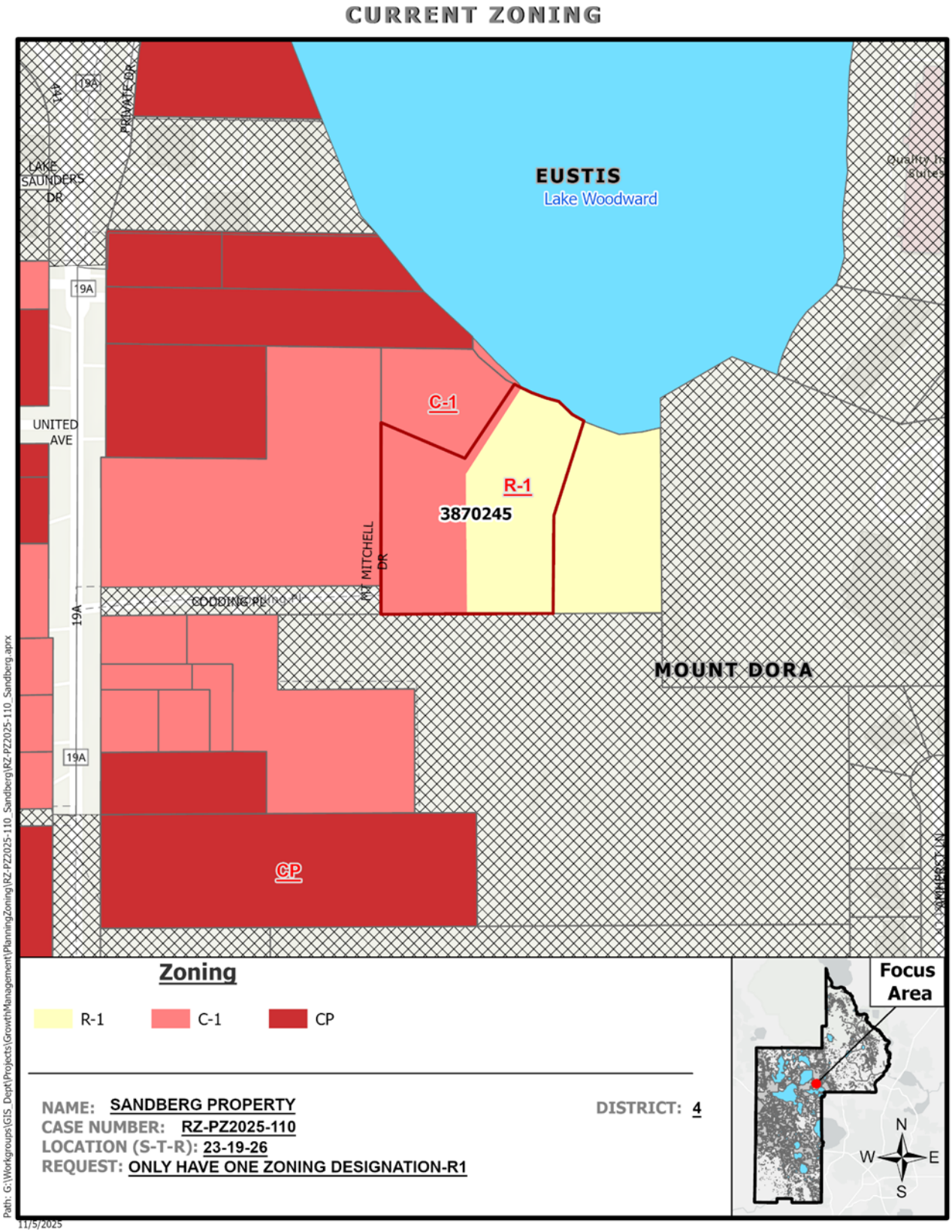
J. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

A Future Land Use amendment was submitted under separate cover.

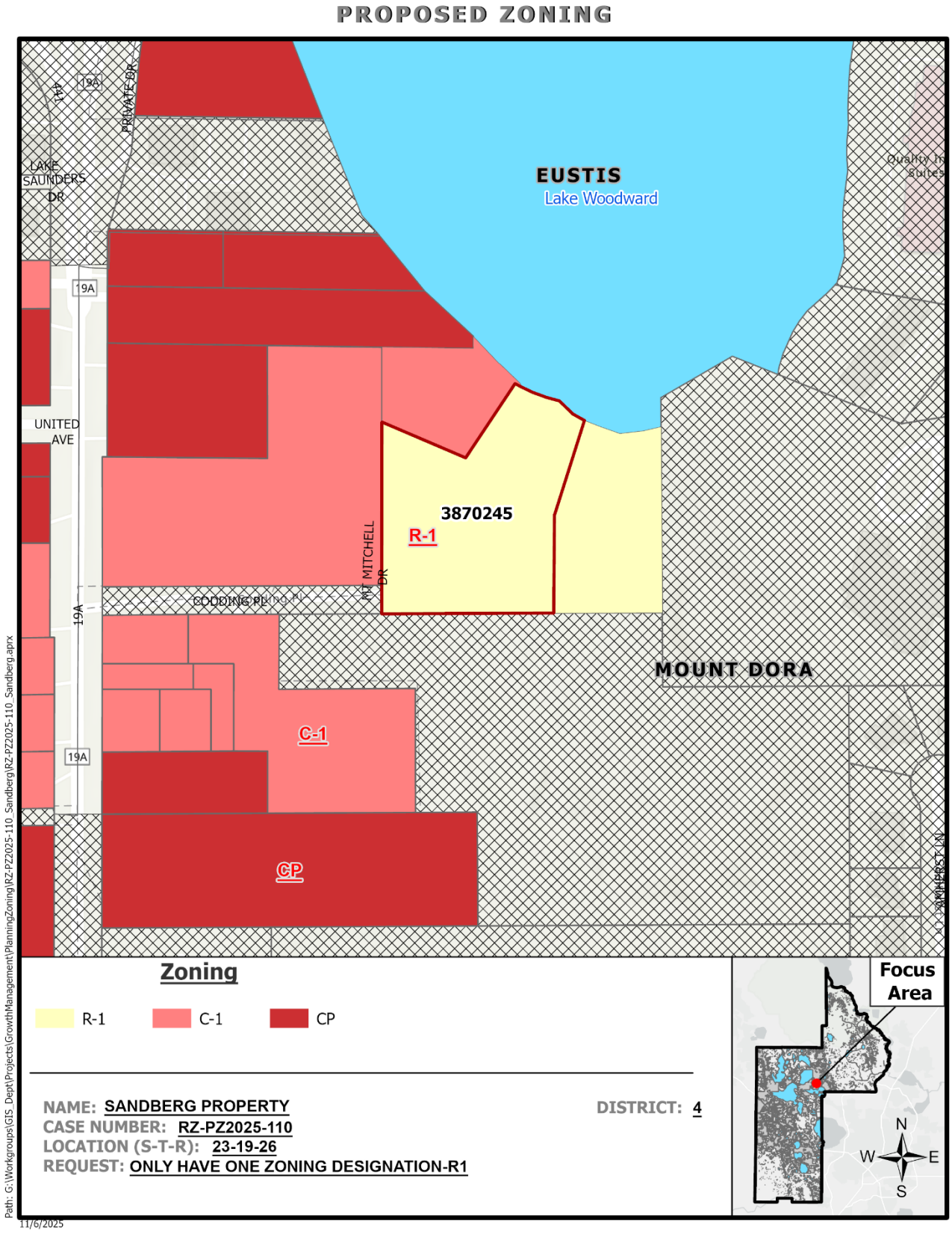
Attachment "A" – Future Land Use Map



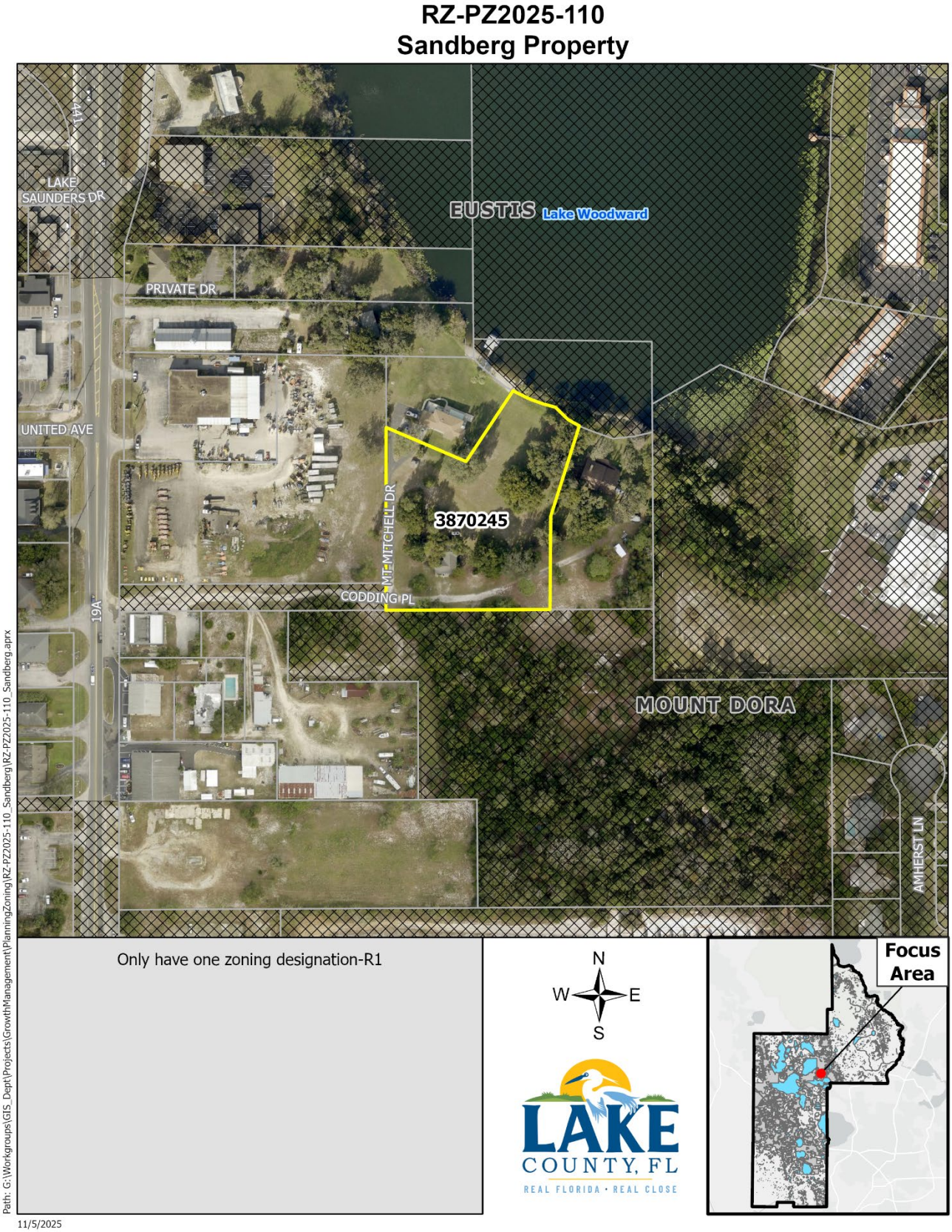
Attachment "B" – Zoning District Map



Attachment "C" – Proposed Zoning District Map



Attachment "D" – Overlay Map



Attachment "E" – Project Narrative

LAKE COUNTY, FL
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Office of Planning and Zoning

Project Narrative Rezoning

In compliance with LDR Section 14.03.03, please answer the following questions:

1. Whether the rezoning is in conflict with any applicable provisions of the Code.
   None.
2. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.
   Yes
3. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses.
   No
4. Whether there have been changed conditions that justify a rezoning
   None
5. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.
   None

Attachment "E" – Project Narrative

6. Whether, and the extent to which, the rezoning would result in significant impacts on the natural environment.

None

7. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

No

8. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

No

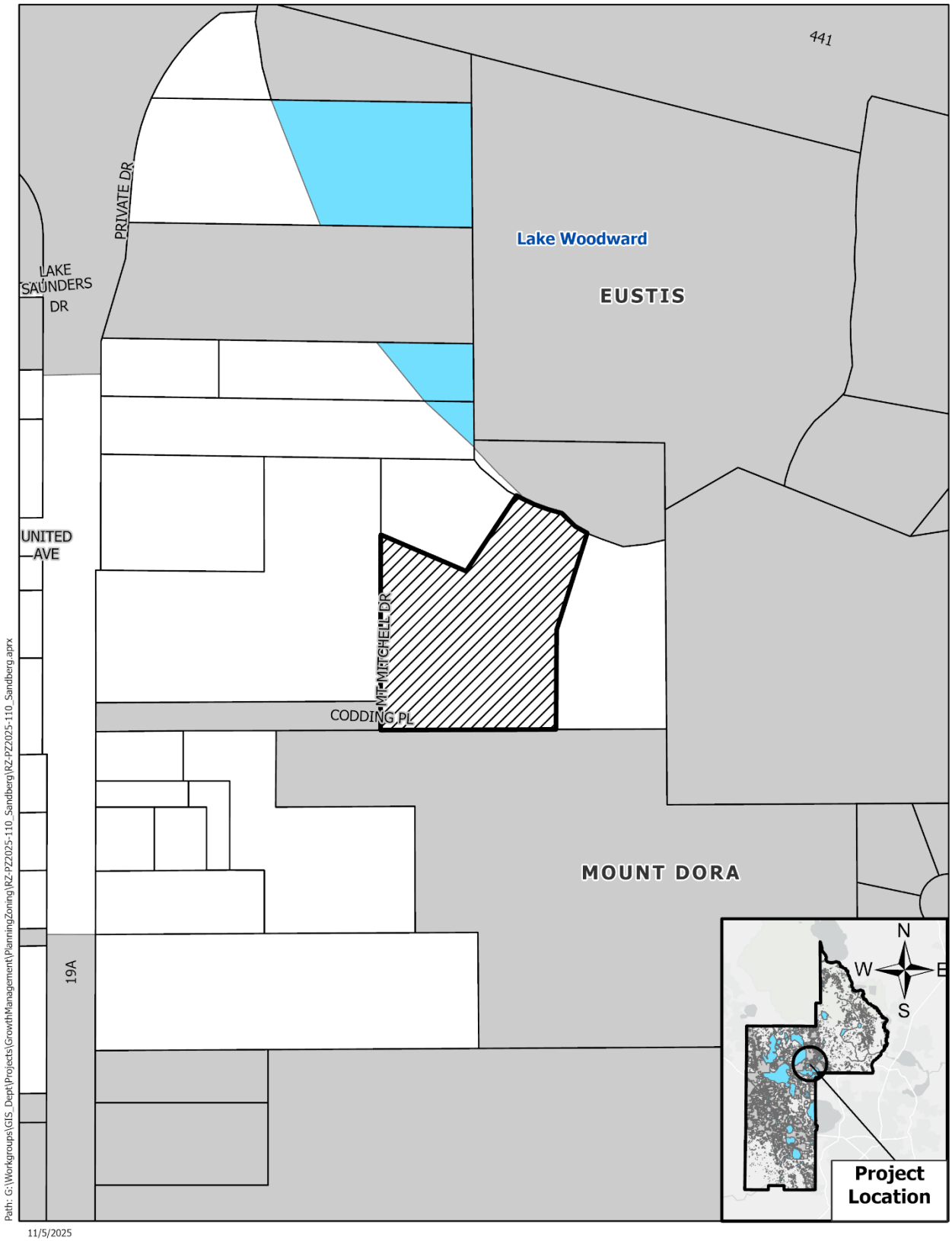
9. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

None

10. Any other matters that may be deemed appropriate by the Lake County Planning and Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

None

Map of Subject Property



ORDINANCE 2026 - _____

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; REZONING THE SUBJECT PROPERTY FROM NEIGHBORHOOD COMMERCIAL (C-1) AND RURAL RESIDENTIAL (R-1) TO RURAL RESIDENTIAL (R-1) IDENTIFIED AS ALTERNATE KEY NUMBER(S) 3870245 LOCATED IN SECTIONS 23 TOWNSHIP 19, RANGE 26 EAST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gary Sandberg, (the "Applicant" and "the Owner) submitted a rezoning application to rezone the subject property from Neighborhood Commercial (C-1) and Rural Residential (R-1) to Rural Residential (R-1); and

WHEREAS, the subject property consists of approximately 1 +/- acres located at 3793 Codding Place in the unincorporated Mount Dora area in Section 23, Township 19 South, Range 26 East, known as Alternate Key Number 3870245 and more particularly described in Exhibit "A"; and

WHEREAS, the property is located within the Regional Commercial and Urban High Future Land Use Categories; and

WHEREAS, the Lake County Planning and Zoning Board did on the 1st day of April 2026, review Petition PZ2025-110; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 5th day of May 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

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

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

Section 1. Terms: The County Manager or designee shall amend the Lake County Zoning Map from Neighborhood Commercial (C-1) and Rural Residential (R-1) to Rural Residential (R-1) for the property described in Exhibit "A". The adoption of this Ordinance shall revoke and replace all previous ordinances.

Section 2. Development Review and Approval: Prior to the issuance of any permits, the Owner shall submit applications for and receive necessary final development order approvals as provided in the Lake County Comprehensive Plan and Land Development Regulations. The applications for final development orders must meet all submittal requirements and comply with all County codes and ordinances, as amended.

Section 3. No Estoppel: Approval of this Ordinance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 4. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Filing with the Department of State. The Clerk is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. Effective Date. This Ordinance shall become effective upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this _____day of _____, 2026.

FILED with the Secretary of State _____, 2026.

EFFECTIVE _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

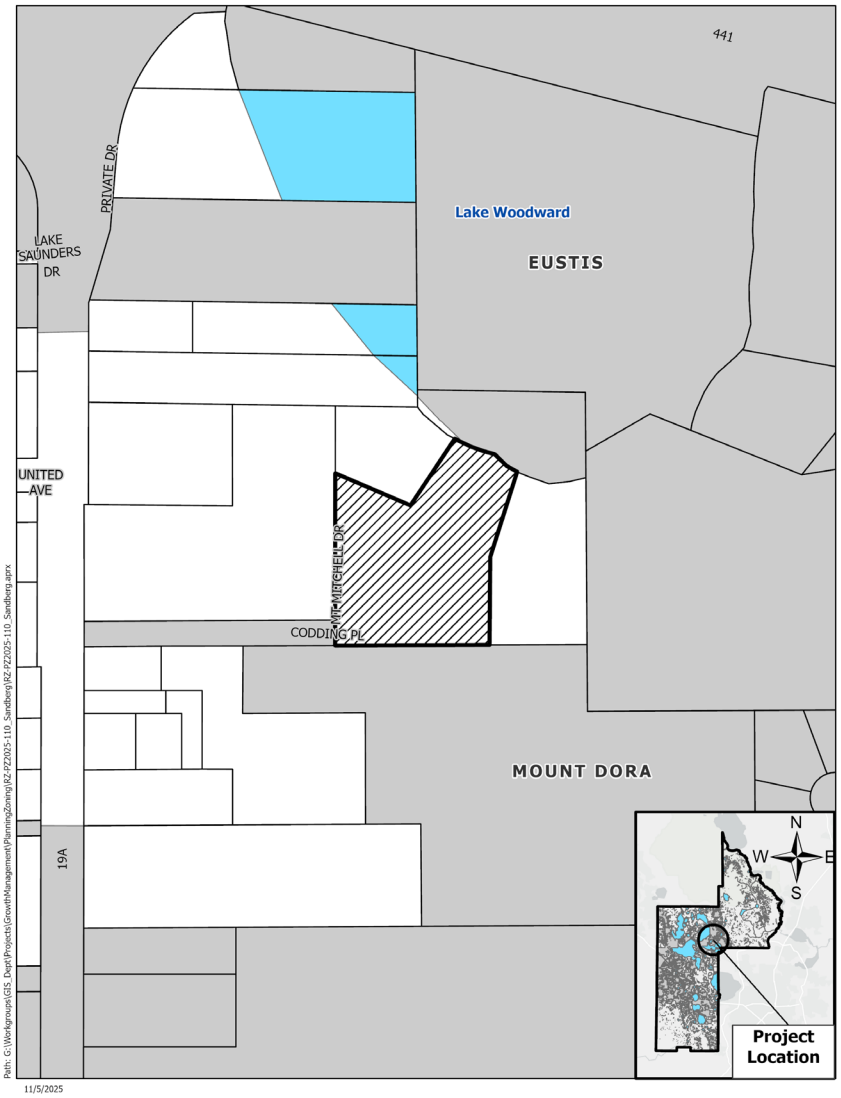
_____
GARY COONEY CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGALITY:

_____
MELANIE MARSH, COUNTY ATTORNEY

EXHIBIT “A” - Legal Description.

COMMENCE AT THE SW CORNER OF THE EAST 1/2 OF THE SW 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH 00°14'06" EAST FOR 130.76 FEET, RUN THENCE NORTH 89°40'18" WEST FOR 190.64 FEET TO THE POINT OF BEGINNING, RUN THENCE NORTH 00°24.25" EAST FOR 171.78 FEET, THENCE RUN NORTH 17°33'31" EAST FOR 350.64 FEET PASSING A CONCRETE MONUMENT AT 204.23 FEET, MORE OR LESS, TO A POINT ON THE WATERS EDGE OF LAKE WOODWARD, SAID POINT BEING DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN NORTH 89°40'18" WEST FOR 303.79 FEET, THENCE RUN NORTH 00°44'37" EAST FOR 340.97 FEET, THENCE RUN SOUTH 67°15'10" EAST FOR 160.82 FEET, THENCE RUN NORTH 33°21'18" EAST FOR 181.90 FEET PASSING AN IRON PIN AT 145,00 FEET, MORE OR LESS, TO A POINT ON THE WATERS OF SAID LAKE WOODWARD, THENCE RUN SOUTHEASTERLY ALONG SAID WATERS TO DESIGNATED POINT "A".



CONDITIONAL USE PERMIT STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	3
Public Hearings:	Planning & Zoning Board (PZB): April 1, 2026
	Board of County Commissioners (BCC): May 5, 2026
Case No. and Project Name:	PZ2025-394, Blueberry Farms
Commissioner District:	District 3 – Kirby Smith
Applicant(s):	Michael Walther
Owner(s):	Michael J. Walther Trust
Requested Action:	Conditional use permit (CUP) approval on approximately 16.08 +/- acres to allow an enclosed Wedding Venue in the farm's existing packing house within the Agriculture (A) District.
Staff Determination:	Staff finds the CUP application consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	Meagan Bracciale, Planner II
PZB Recommendation:	Approved on the Consent Agenda, unanimously.

Subject Property Information

Size:	16.08 +/- acres
Location:	26405 Bloomfield Avenue, in the unincorporated Yalaha area
Alternate Key No.:	1031753
Future Land Use:	Rural (Attachment "A")
Existing Zoning District:	Agriculture (A) District (Attachment "B")
JPA/ISBA:	N/A
Overlay/Rural Protection Area:	Yalaha-Lake Apopka Rural Protection Area (RPA) (Attachment "C")
Flood Zone:	"X"
BMAP Location:	Upper Ocklawaha River Basin

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Rural	Agriculture (A) District	Residential	Vacant Residential
South	Rural	Agriculture (A) District	Agriculture	Blueberry Farm that contains Agriculture Classification from the Property Appraiser's Office
East	Rural Transition	Agriculture (A) District	Residential and Right-of-Way	Single-Family Residences east of Bloomfield Avenue
West	Rural	Agriculture (A) District	Agriculture	Blueberry Farm that contains Agriculture Classification from the Property Appraiser's Office

- Summary of Analysis -

The subject 16.08 +/- acres are identified by Alternate Key Number 1031753 and located at 26405 Bloomfield Avenue in the Yalaha area of unincorporated Lake County. The subject parcel is zoned Agriculture (A), is designated with a Rural Future Land Use Category (FLUC) by the 2030 Comprehensive Plan and is located within the Yalaha-Lake Apopka RPA. The subject parcel has been granted an Agricultural Classification for blueberry crops by the Lake County Property Appraiser, and is developed with a single-family dwelling unit, packing house, shed, and greenhouse, as shown on the Concept Plan (Attachment "D").

The Applicant is requesting a Conditional Use Permit (CUP) on approximately 16.08 +/- acres to allow an enclosed Wedding Venue in the farm's existing packing house within the Agriculture (A) District.

GIS maps indicate that the subject parcel is located within flood zone "X", with a small freshwater pond at the north of the parcel identified as wetlands. On December 29, 2025, the requested action was sent to the Public Works Department for review and determination of consistency with applicable regulations, including flood and storm water requirements.

The Public Works Department provided the following comments and conditions for development:

Floodplain Management (Attachment "E"): "*Based on the maps and plans provided, this parcel has no Special Flood Hazard Areas on it. Accordingly, Floodplain Staff has no comments on or objections to this Application."*

Stormwater Management (Attachment "F"): "*The driveway access based on the provided survey and the GIS map shows a single lane driveway off Bloomfield Ave. The proposed use change/addition to the site where additional vehicles will be entering and leaving the site will need to be accommodated with a wider driveway access from the county road. The driveway apron throat width will need to be 24-ft wide. If the CUP is approved, then the driveway permitting will be with Public Works Department at same time of the site plan for the permitting of the uses and land improvements.*

Recommended Conditions:

Transportation:

1. *All access management shall be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.*

2. *The driveway access for the property off Bloomfield Ave shall be improved to allow two-way traffic a minimum of 24-ft in driveway throat width will be required. Permitting of the upgraded access will be done through the Public Works Department.*

Stormwater Management:

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

Traffic Project Engineer: Reviewed the CUP request and had *"no comment"* or concerns about the application.

On December 29, 2025, the requested action was sent to the Chief Fire Examiner for review and determination of consistency with applicable regulations. The Chief Fire Examiner provided the following comments (Attachment "G"):

No objection to Conditional Use Permit, with the condition that a site plan be submitted showing compliance with the LDR's and Florida Fire Prevention Code.

Pursuant to Section 570.86(1), Florida Statutes, **"An agritourism activity does not include the construction of new or additional structures or facilities intended primarily to house, shelter**, transport, or **otherwise accommodate members of the general public."** Therefore, the local regulations governing the event venue structure are not preempted by state law and a Conditional Use Permit must be issued to continue operating an event/wedding facility that accommodates members of the public.

The Applicant provided a Project Narrative as shown on Attachment "H".

– Staff Analysis –

LDR Section 14.05.03 (Standards for Review)

A. Consistency with the Comprehensive Plan and Local Code (Land Development Regulations).

The proposed request is consistent with LDR Section 3.01.05, entitled *Similar Uses,* which states that uses not specifically listed and not more detrimental than the uses listed in Subsection 3.01.03, may be permitted in the Commercial, Industrial, Agricultural, and Community Facility Zoning Districts after review and approval by the County Manager or designee.

The proposed request is consistent with Comprehensive Plan Goal I-1, entitled *Purpose of the Future Land Use Element*, which states that the Future Land Use Element is to protect the unique assets, character, and quality of life in Lake County through the implementation of land use policies and regulations that accomplish promoting the conservation and preservation of Lake County's natural and cultural resources and to strengthen and diversify the economy to benefit residents of the County.

The proposed request is consistent with Comprehensive Plan Policy I-1.2.8, entitled *Agricultural and Equestrian Uses*, which states that agricultural uses shall be recognized as a suitable use of property within all Future Land Use Categories.

The proposed request is consistent with Comprehensive Plan Policy I-1.2.9, entitled *Ecotourism and Agri-tourism Uses*, which states that Agri-tourism, defined as any agriculturally based operation or activity that brings visitors to a bona fide farm or ranch, shall be recognized as an allowed use within all future land use categories.

The proposed request is consistent with Comprehensive Plan Policy I-1.4.4, entitled *Rural Future Land Use Category*, which conditionally allows outdoor sports and recreation clubs, and active parks and recreation

facilities, within the Rural FLUC with an appropriate land use regulatory instrument; the proposed CUP satisfies this requirement.

The proposed request is consistent with Comprehensive Plan Objective I-5.4, entitled *Yalaha-Lake Apopka Rural Protection Area,* and Policy I-5.4.1, entitled *Importance of the Yalaha-Lake Apopka Rural Protection Area*, which state that this Rural Protection Area is intended to preserve rural density, character, and lifestyle compatibility with the Yalaha community. Protecting the integrity of this Rural Protection Area is important to sustaining the long-term rural character of Lake County, preventing urban sprawl, and averting the eventual erosion of remaining rural lands between the north and south parts of the County. This Rural Protection Area is characterized by agrarian and equestrian-oriented uses that represent a valuable part of the history, culture, and lifestyle of rural Lake County. The additional income that could be provided to this farm by granting a conditional use permit would allow the property owners the ability to host weddings and events in a general assembly building that will help to keep this farm afloat, especially after losing a large percentage of their crop to the severe winter weather that settled across Florida between January 31 to February 3, 2026.

The proposed request is consistent with Comprehensive Plan Policy I-5.4.2, entitled *Land Use in the Yalaha-Lake Apopka Rural Protection Area*, which states that the County shall limit future land use within the Yalaha-Lake Apopka Rural Protection Area to the Rural Future Land Use Category and Public Benefit Future Land Use Series. The proposed request is consistent with Policy I-5.4.2 as it plans to maintain the allowed Rural FLUC for the foreseeable future.

The proposed request is consistent with Comprehensive Plan Policy I-7.7.2, entitled *Support Agriculture*, which states that "the County shall support agriculture as part of its economic base. Lake County shall coordinate with agricultural agencies to identify and promote a productive and prosperous agricultural economy. Research on conservation, production, and marketing techniques for agriculture shall be made available to the public through the County's support of the Agricultural Extension Service….The County shall evaluate incentives to farmers to keep land in agricultural production, methods to maintain viable agricultural economies, and elimination of potential barriers to agricultural operations." The proposed CUP, if approved by the Board, will help to facilitate keeping the land in agricultural production and aid in eliminating potential barriers to agricultural operations by providing a secondary steam of financial support to the property during the time off seasons, and most importantly during the next few years that it will take for the farm to replace all of the crops that were lost due to the recent severe winter weather.

New development will be required to meet all criteria specified by the Comprehensive Plan and LDR, as amended.

B. Effect on Adjacent Properties.

1. **The proposed conditional use will not have an undue adverse effect upon nearby property.**

   The surrounding parcels are primarily low-density residential and agricultural uses. The parcels to the west and south of the subject parcel are both under the same ownership as the subject parcel and are also utilized for the same blueberry farming operation.

   The Applicant has provided the following statement, *"We are in contact with neighbors and share the common goal of protecting our rural setting. Wedding parties and corporate events will host less than 250 guests per event. All parking will be contained within the fenced area of the property and cars should not have a significant impact on traffic to the surrounding homes in the area."*

2. **The proposed conditional use is compatible with the existing or planned character of the neighborhood in which it would be located.**

   The properties surrounding the subject property are agricultural and low-density residential uses. The existing single-family residence located on the subject property will be maintained for use by the Owner

consistent with the surrounding residential uses. The venue itself is fully surrounded by the existing blueberry farm fields and will utilize the existing packing house structure, which if the CUP is approved, will be brought up to code compliance for a general assembly building. The proposed covered patio addition to the packing house would be situated at the rear of the property and should not alter the appearance of the existing packing house from the road. The proposed Concept Plan aims to keep the existing farm character of the current development.

3. **All reasonable steps have been taken to minimize any adverse effect of the proposed conditional use on the immediate vicinity through design, landscaping, and screening.**

   Should the CUP be approved, the Ordinance contains specific hours of operation to create a cohesive plan between the use and adjoining parcels owned by others. The proposed hours of operation include the following:

   a. Thursdays from 12:00 p.m. to 5:00 p.m. for deliveries and set-up only

   b. Fridays and Saturdays from 9:00 a.m. to 11:00 p.m.

   c. Sundays and Monday from 9:00 a.m. to 5:00 p.m. for post wedding/event clean-up only

   In addition, there will be no outside amplified music allowed past 10:00 p.m., as specified in the proposed ordinance.

   To minimize any adverse effects, all required buffering, screening, and landscaping will be reviewed at the time of Site Plan submittal.

   The Applicant has provided the following statement, "*Yes, all steps have been taken to minimize any adverse effects. We have spoken with the surrounding property owners. They expressed no concerns about the proposal and have been supportive of our efforts. Some shared that they would like to see the farm continue to operate successfully and remain an agricultural presence within the community. We are willing to install additional natural screening if required as part of the site plan approval. The proposed gable design will be constructed to complement and blend with the existing architecture of the packing house to maintain a cohesive appearance. The overall visual impact from the road will remain minimal. The farm is set back approximately 2.5 acres from the roadway, and there is little to no visibility of the packing house from the street. At most, only a portion of the roof is visible when cresting the hill on Bloomfield Avenue. The proposed extension is not expected to significantly change the view from the road.*"

4. **The proposed conditional use will be constructed, arranged, and operated so as not to interfere with the development of neighboring property, in accordance with applicable district regulations.**

   Should the CUP be approved, the proposed use requires Site Plan approval. The Applicant proposes to use the farm's existing packing house as the Wedding Venue and required buffering and screening will be reviewed at the time of Site Plan submittal to ensure the use is arranged and operated as to not interfere with the development of neighboring properties owned by others. In addition, the Ordinance contains specific hours of operation to create a cohesive plan between the use and adjoining parcels owned by others.

   The request is in harmony with the general intent of the Comprehensive Plan and Land Development Regulations.

   The Applicant has provided the following statement, *"Yes, all plans remain situated to the central portion of the large blueberry farm."*

C. Adequacy of Public Facilities.

The proposed conditional use will be served by adequate public facilities including but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities. Levels of service established by the Comprehensive Plan Shall be considered.

Future development will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services.

Water and Sewer

The subject parcel is located within the Howey-in-the-Hills utility service area. A utility notification form (Attachment "I") for the proposed project indicates that central sewage and central water to the subject property are not available, nor is the property within 1,000 feet of an existing or future wellhead. The farm use is serviced by an existing on-site septic system and well system. Should the CUP be approved, it will allow continuation of an on-site septic system and well system that has been permitted by the Florida Department of Health/Florida Department of Environmental Protection, as amended. Water supply for fire protection will be assessed and addressed at the time of the site plan submittal.

Parks

The proposed request is not anticipated to adversely impact parks.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities or levels of service.

Transportation

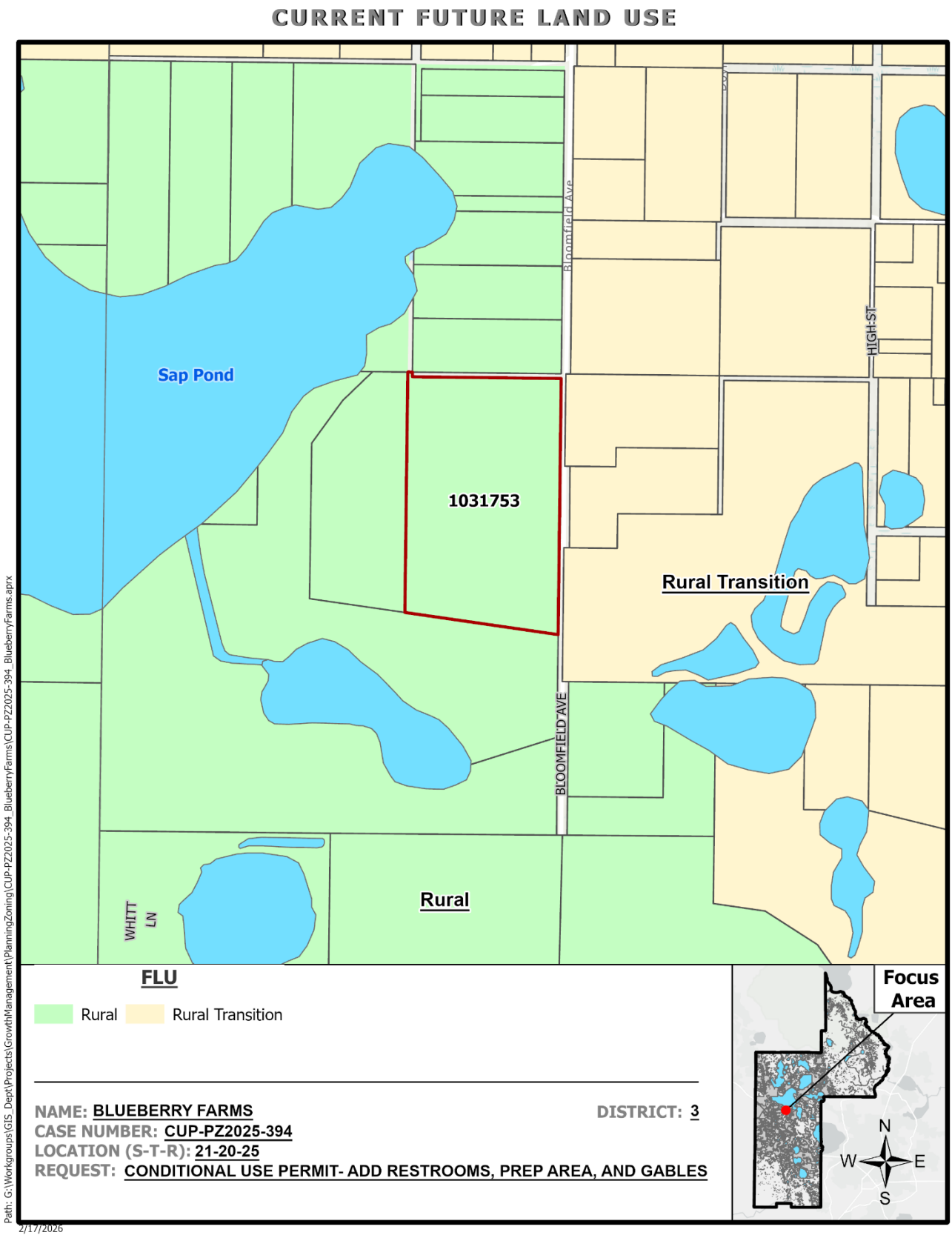
The proposed request is not anticipated to adversely impact transportation.

D. Adequacy of Fire Protection.

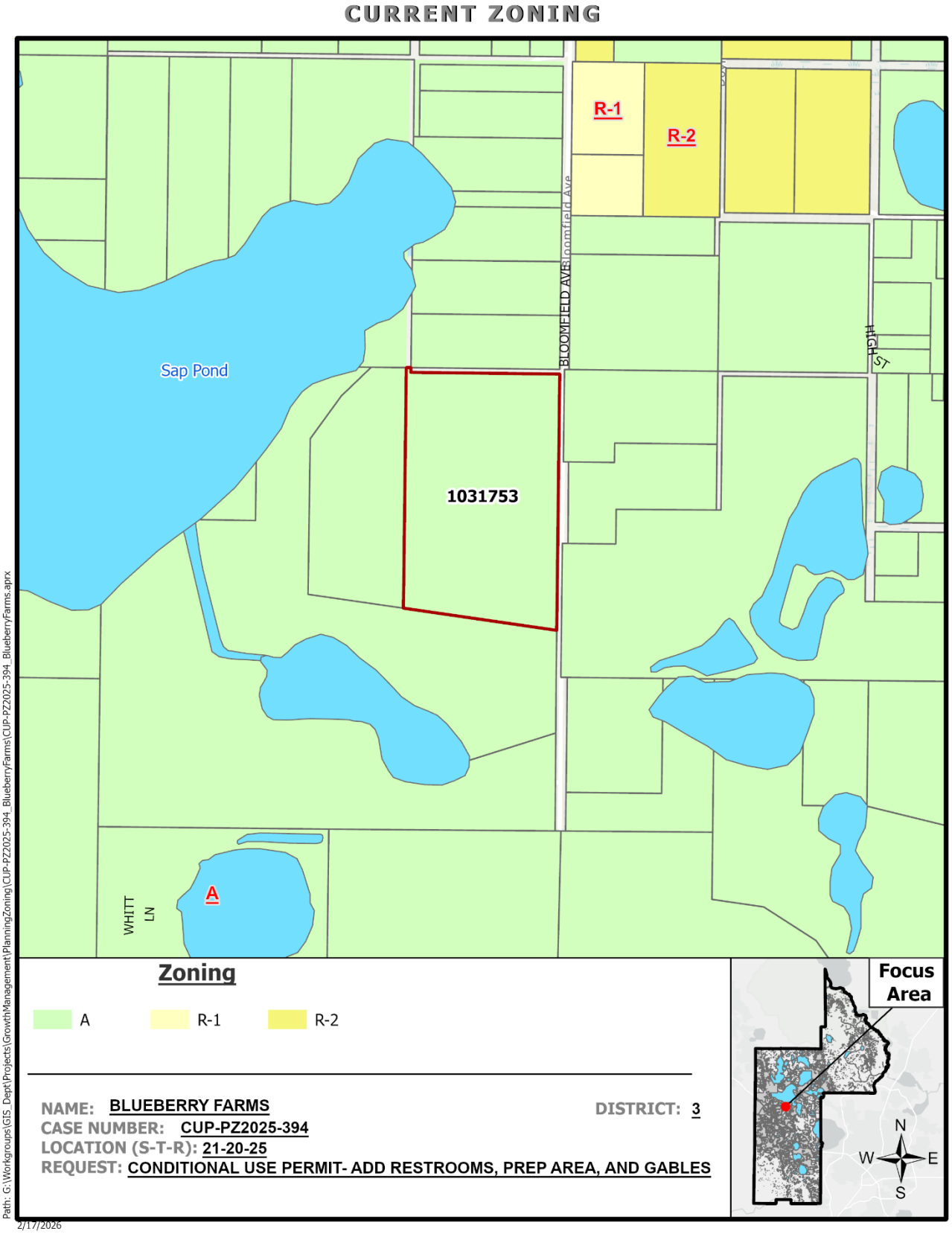
The applicant shall obtain from the Lake County Office of Fire Rescue written confirmation, or has otherwise demonstrated by substantial credible evidence, that water supply, evacuation facilities, and emergency access are satisfactory to provide adequate fire protection.

Lake County Fire Station #82 is located less than three (3) miles from the subject property at 24939 US Highway 27, Leesburg, and will provide advanced life support should an emergency on the property demand this service. Fire protection water supply and emergency access will be addressed during the site plan review process, should the CUP be approved by the Board. The Applicant has proactively hosted a site visit with the County Fire Marshall, Chief Vitta, and discussed future requirements for code compliance should the CUP be approved.

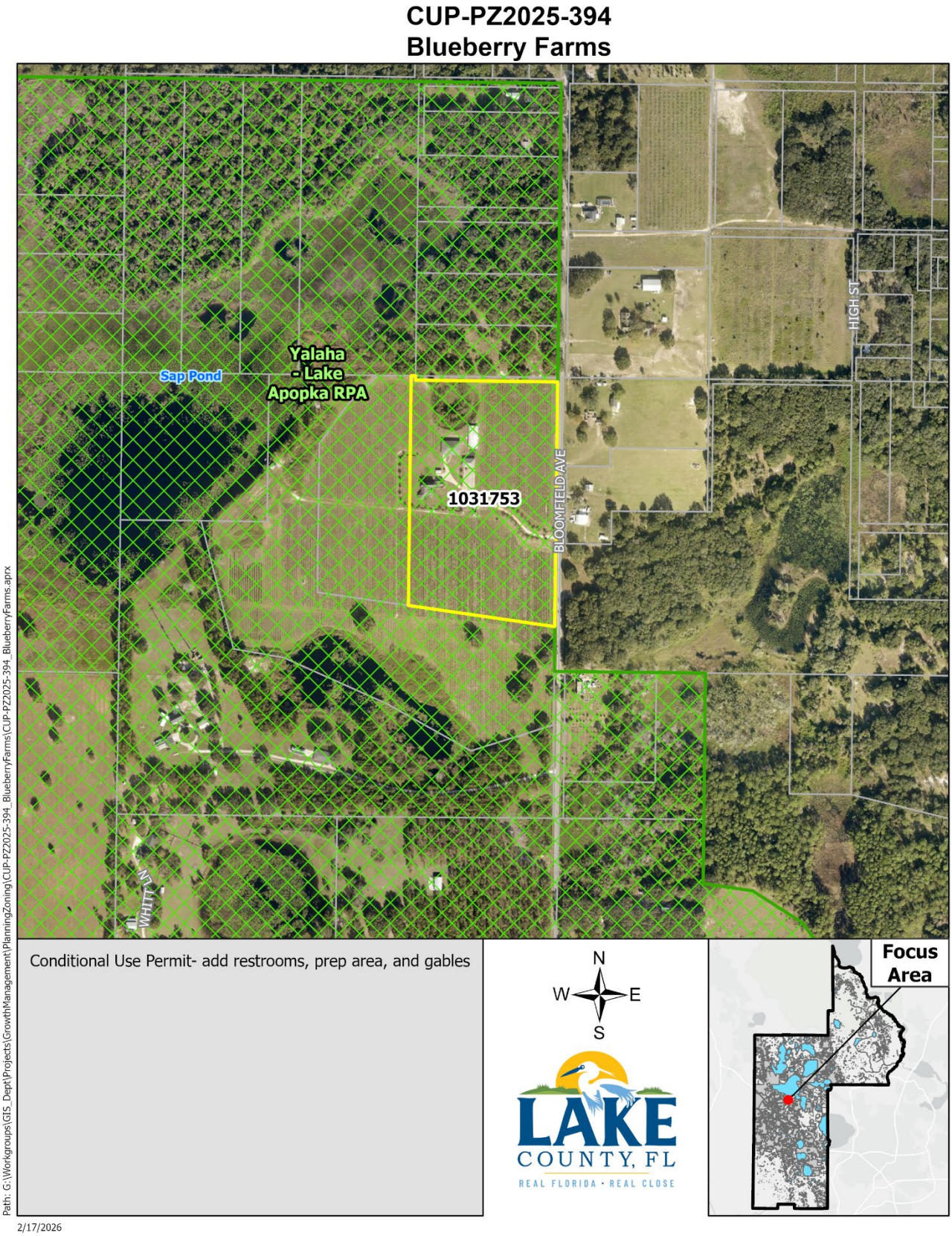
Attachment "A" – Future Land Use Map



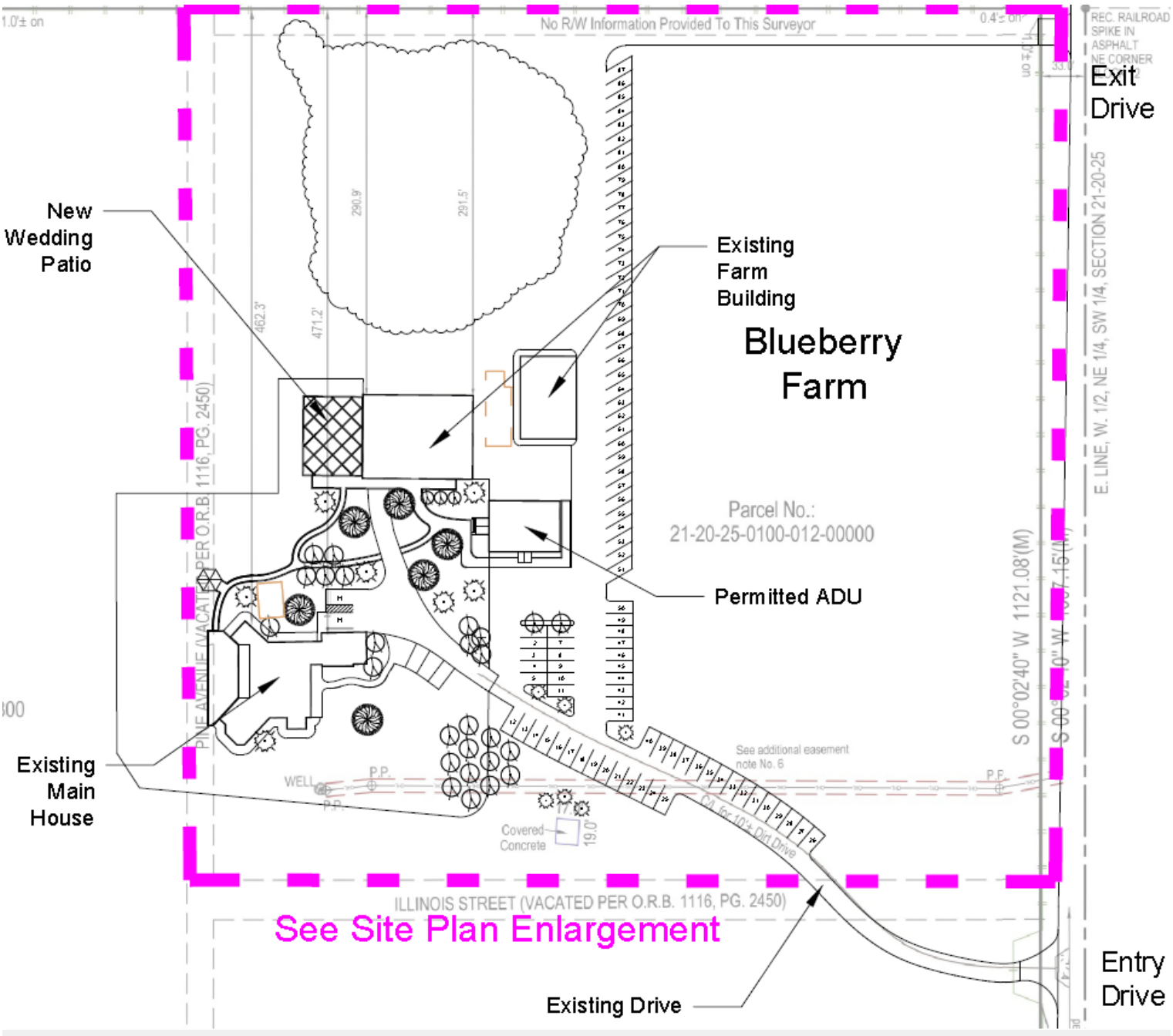
Attachment "B" – Zoning District Map



Attachment "C" – Overlay Map



Attachment "D", Concept Plan



Attachment "E" – Floodplain Management Comments

Subject: RE: Review Request | Blueberry Farms | Conditional Use Permit | AR 6311 | AK 1031753 | PZ2025-394
Date: Monday, December 29, 2025 10:19:37 AM

Meg:

Thanks for the opportunity to comment on this Application.

Based on the maps and plans provided, this parcel has no Special Flood Hazard Areas on it.

Accordingly, Floodplain Staff has no comments on or objections to this Application.

Thanks.



KARL W. BURSA, *AICP, CFM*
Public Works Operations Manager
PUBLIC WORKS
A 27351 State Road 19 Tavares, FL 32778
P 352-253-9080 | **F** 352-253-9086
E karl.bursa@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

Attachment "F" – Stormwater Management Comments

Subject: RE: Review Request | Blueberry Farms | Conditional Use Permit | AR 6311 | AK 1031753 | PZ2025-394
Date: Monday, December 29, 2025 12:33:00 PM

Public Works Engineering has the following comments.

1. The driveway access based on the provided survey and the GIS map shows a single lane driveway off Bloomfield Ave. The proposed use change/addition to the site where additional vehicles will be entering and leaving the site will need to be accommodate with a wider driveway access from the county road. The driveway apron throat width will need to be 24-ft wide. If the CUP is approved, then the driveway permitting will be with Public Works Department at same time of the site plan for the permitting of the uses and land improvements.

Conditions:

Transportation:

1. All access management shall be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.
2. The driveway access for the property off Bloomfield Ave shall be improved to allow two-way traffic a minimum of 24-ft in driveway throat width will be required. Permitting of the upgraded access will be done through the Public Works Department.

Stormwater Management:

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

Thanks,
Seth

SETH LYNCH
Development Engineer/Project Manager
PUBLIC WORKS DEPARTMENT
Engineering Division, Development Section

Attachment "G" – Fire Plans Examiner Comments

Subject: RE: Review Request | Blueberry Farms | Conditional Use Permit | AR 6311 | AK 1031753 | PZ2025-394
Date: Tuesday, January 20, 2026 1:32:12 PM

Good afternoon Meg,

See Fire comments below:

No objection to Conditional Use Permit, with the condition that a site plan be submitted showing compliance with the LDR's and Florida Fire Prevention Code. Be advised the following will be required at site plan submittal.

DESIGN DOCUMENTS MUST INDICATE:

1. The Building CONSTRUCTION TYPE with Total building square footage.
2. The Fire Separation Distances [setbacks] from the closet lot line; street; alley; public way; and buildings on the same property. – ALL DISTANCES MUST BE NOTED and called out
3. The TYPE of Fire Protection Water Supply to be provided at the site ie: fire hydrants, tank..ect.
4. The Needed Fire Flow for the building[s] and or structure[s] – Per NFPA 1 chapter 18 table 18.5.4.2.1 – THIS INFORMATION MUST BE NOTED ON SITE PLANS
5. The locations of any fire hydrants for the site – NEW OR EXISTING
6. Compliance with the Florida Fire Prevention Code NFPA 1 chapter 18 regarding fire department access. Adequate width, height, and approved turn arounds (cul-de-sacs min 50' radius).
7. An accessible path of travel [sidewalk(s)] to a public way from all required exits
8. Access to building shall be in accordance with NFPA 1 chapter 18
9. Fire protection water supply WILL be available prior to and during construction. – THIS MUST BE NOTED ON PLANS
10. The location and size of any fuel storage tanks located on the site

PLEASE BE ADVISED:

1. A building permit is REQUIRED for any structure or change of occupancy use.
2. The Florida Fire Prevention Code further mandates specific fire protection features for these facilities ie: automatic fire sprinkler system and fire alarm.
3. The Florida Fire Prevention Code allows the authority having jurisdiction to require a Key Lock Box; this item will be addressed during the building permitting phase.
4. The Florida Fire Prevention Code has specific mandates regarding the location of dumpsters stored within buildings or dumpsters placed within 10 feet of combustible walls; openings; or combustible roof eave lines; the dumpster location will need to be indicated on the site plan. – SEPARATE PERMIT WILL BE REQUIRED

Thank you,

SUMMER STEPHENS
Fire Inspector
OFFICE OF BUILDING SERVICES
Board of County Commissioners

Attachment "H", Project Narrative (1 of 3)

Office of Planning and Zoning

Project Narrative Conditional Use Permit

In compliance with LDR Section 14.05.03, please answer the following questions:

1. Consistence with the Comprehensive Plan and Local Code. The proposed conditional use complies with all requirements, and is consistent with the general purpose, goals, objectives, and standards of the Comprehensive Plan, the Lake County Code, and is compliant with all additional standards imposed on it by the particular provisions of these regulations authorizing such use.

   The intention is to review all items with the County to ensure full compliance is met.

2. Effect on Adjacent Properties.

   Wedding parties and corporate events will host less than 250 guests per event. All parking will be contained within the fenced area of the property and cars should not have a significant impact on traffic to the surrounding homes in the area.

3. The proposed conditional use will not have an undue adverse effect upon nearby property.

   We are in contact with neighbors and share the common goal of protecting our rural setting.

4. The proposed conditional use is compatible with the existing or planned character of the neighborhood in which it would be located.

   Yes, see attached project Narrative statement.

5. All reasonable steps have been taken to minimize any adverse effect of the proposed conditional use on the immediate vicinity through design, landscaping, and screening.

   Yes, all steps have been taken to minimize any adverse effects.

Attachment "H", Project Narrative (2 of 3)

6. The proposed conditional use will be constructed, arranged, and operated so as not to interfere with the development of neighboring property, in accordance with applicable district regulations.

Yes, all plans remain situated to the central portion of the large blueberry farm.

7. Adequacy of Public Facilities. The proposed conditional use will be served by adequate public facilities including but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities. Levels of service established by the Comprehensive Plan Shall be considered.

Correct

8. Adequacy of Fire Protection. The applicant Shall obtain from the Lake County Emergency Services Division written confirmation, or has otherwise demonstrated by substantial credible evidence, that water supply, evacuation facilities, and emergency access are satisfactory to provide adequate fire protection.

Had a site visit from County Fire Marshall, Michael Vitta, and discussed requirements for code compliance.

Attachment “H”, Project Narrative (3 of 3)

Project Narrative – Bloomfield, at Yalaha Blueberry Farm

The proposed project seeks to preserve and enhance the property’s original agricultural purpose while introducing a complementary, small scale event space usage to support the long term sustainability of the farm.

Our family and team are deeply invested in maintaining the farm’s legacy as a working blueberry farm. However, as with many agricultural operations, farming in this climate and growing zone presents ongoing financial challenges. Crop yield and output can fluctuate significantly from year to year due to weather, pests, and market conditions. This variability increases financial risk and can adversely impact the continued viability of the farm.

To ensure the farm’s future, we are proposing to diversify revenue through the addition of limited, thoughtfully managed special events, such as weddings, corporate gatherings, and similar functions. This approach not only provides supplemental income to stabilize farm operations but also allows the broader community to experience and appreciate the natural beauty of the property and its surroundings

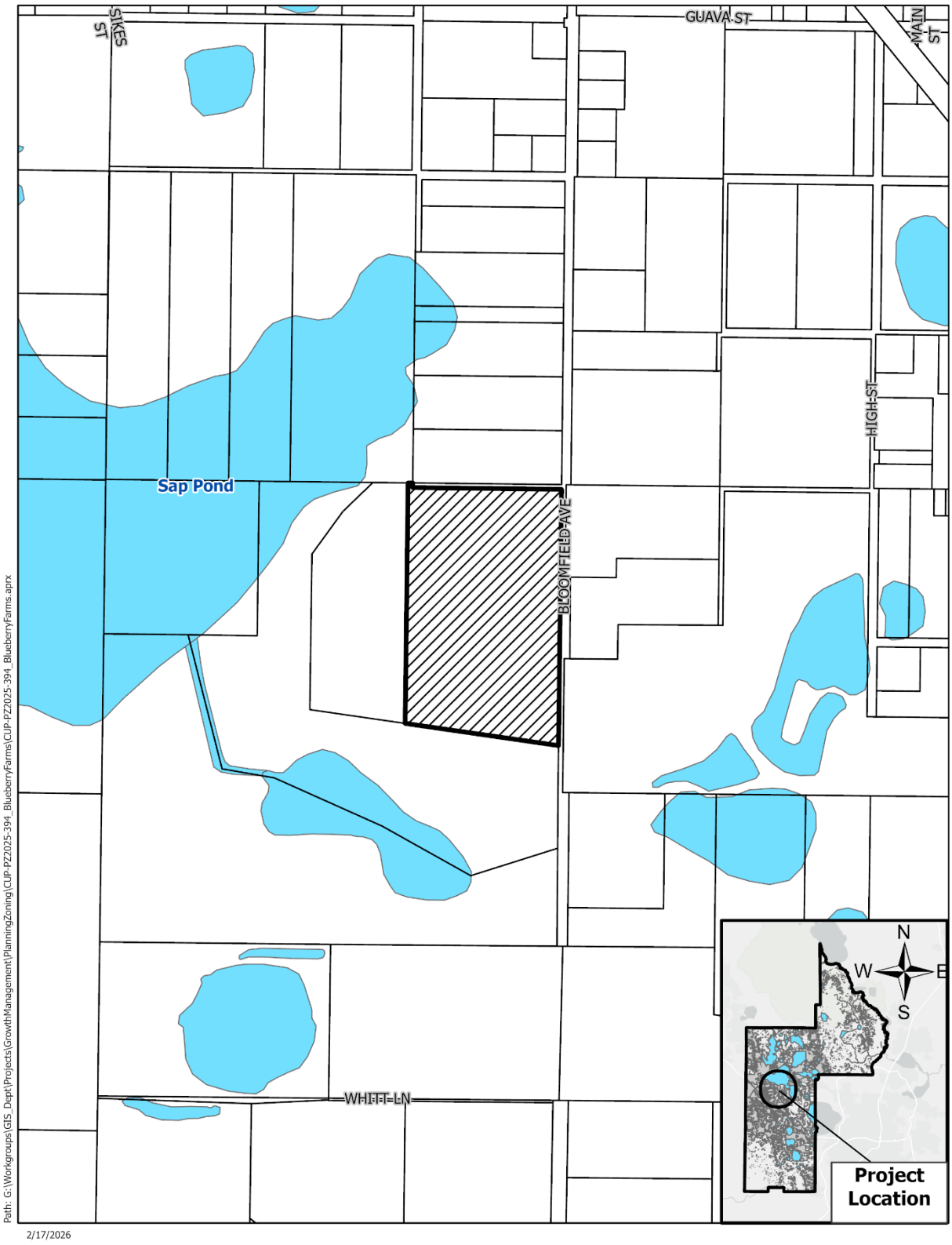
The property includes an existing packing house, historically used for blueberry processing but now primarily serving as temporary equipment staging and harvest support. We propose to repurpose this existing structure for event use during non-harvest periods, making better use of existing infrastructure without altering the agricultural character of the site.

Additionally, the property includes residential facilities, which can be utilized to accommodate event guests on a limited basis, offering convenience while maintaining the site’s rural integrity.

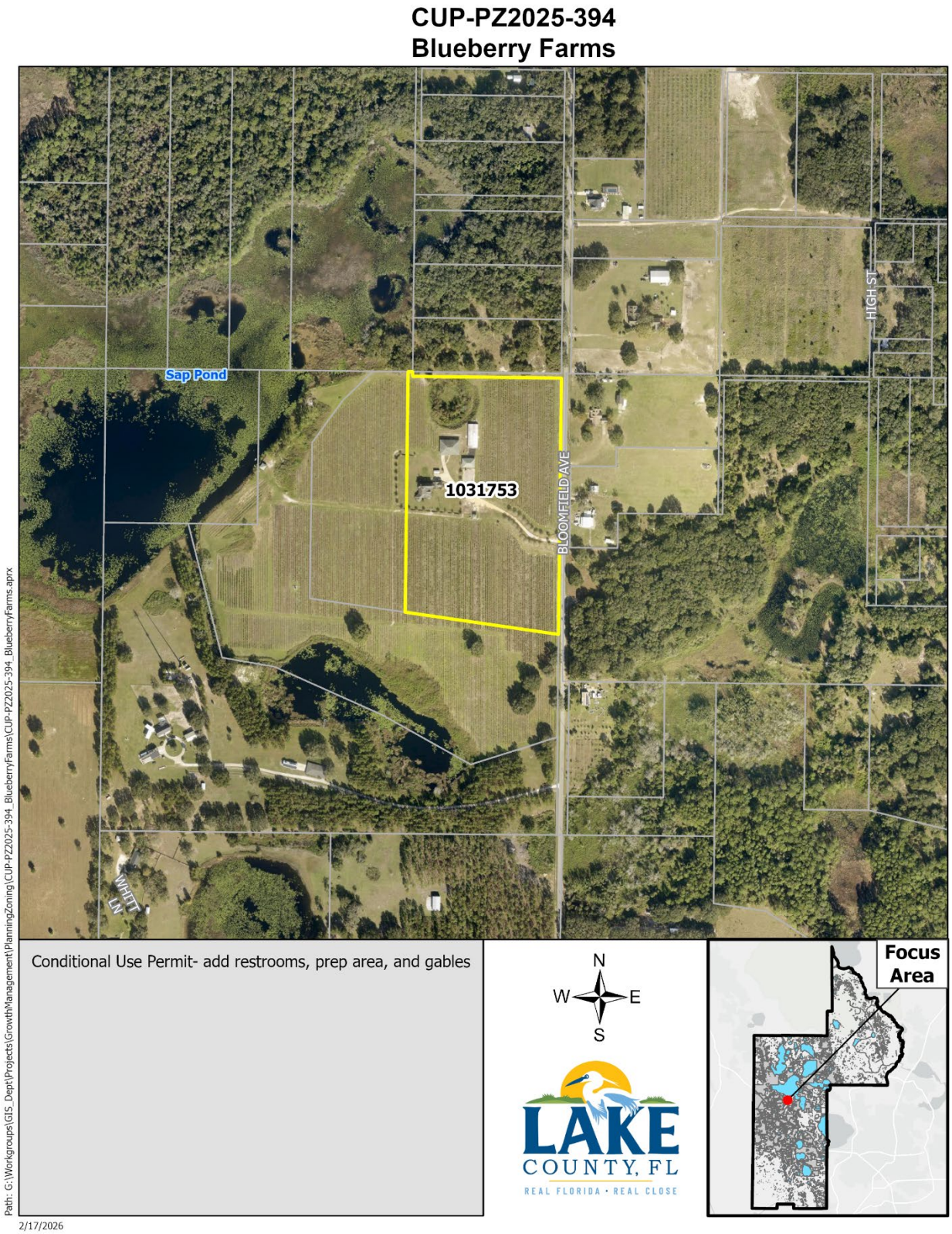
Events will be limited to no more than 52 per year, ensuring that the farm’s primary focus remains on agriculture. Farming operations will continue to take precedence, with events scheduled to avoid interference with planting, harvest, or maintenance cycles.

Ultimately, this project represents a balanced approach, one that honors the property’s agricultural heritage, sustains its economic future, and opens its natural beauty for others to enjoy in a controlled and respectful manner.

Map of Subject Property



Aerial Map of Subject Property



ORDINANCE 2026 - _____

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; APPROVING A CONDITIONAL USE PERMIT (CUP) TO ALLOW AN ENCLOSED WEDDING VENUE WITHIN THE AGRICULTURE DISTRICT FOR THE PARCEL IDENTIFIED BY ALTERNATE KEY NUMBER 1031753; LOCATED IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 25 EAST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael Walther (the "Applicant") submitted a conditional use permit application on behalf of Michael J. Walther Trust (the "Owner") on approximately 16.08 +/- acres to allow an enclosed Wedding Venue in the farm's existing packing house within the Agriculture (A) District; and

WHEREAS, the subject property consists of approximately 16.08 +/- acres, is identified by Alternate Key Number 1031753, located at 26405 Bloomfield Avenue in the Yalaha area of unincorporated Lake County, Florida, situated in Section 21, Township 20 South, Range 25 East, and more particularly described in Exhibit "A"; and

WHEREAS, the subject property is located within the Rural Future Land Use Category as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

WHEREAS, the Lake County Board of County Commissioners deems it necessary and desirable, to protect the public health, safety, and general welfare of the citizens of Lake County and in accordance with the purpose and intent of the Land Development Regulations (LDR), to require compliance with the special conditions set forth in this Conditional Use Permit; and

WHEREAS, this Conditional Use Permit was reviewed by the Lake County Planning & Zoning Board on the 1st day of April 2026 and by the Board of County Commissioners of Lake County, Florida, on the 5th day of May 2026.

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

Section 1. **Conditional Use Permit Granted**: Permission is hereby granted for a Wedding Venue in the farm's existing packing house within the Agriculture (A) District. All land uses must be generally consistent with the Conceptual Plan as shown in Exhibit "B" of this Ordinance. To the extent that there are conflicts between the Conceptual Plan and this Ordinance, this Ordinance will take precedence.

Section 2. **Terms.** The County Manager or designee shall amend the Lake County Zoning Map to show a Conditional Use Permit to allow uses with conditions as outlined within this Ordinance.

A. **Land Use.** In addition to those uses listed as permitted land uses within the Agriculture (A) District, the following uses of the site will be allowed as specified below and generally consistent with Exhibit "B", the Conceptual Plan. To the extent there are conflicts between the Conceptual Plan and this Ordinance, the Ordinance will take precedence.

1. Single Family Dwelling Unit.

2. Accessory Dwelling Unit.

3. Wedding Venue.

4. Event Venue.

5. Special Events which must comply with the applicable provisions of the Lake County Code, Land Development Regulations (LDR), and with the requirements of Subsection C below.

6. Agriculture Use.

7. Accessory uses directly associated with the above uses may be approved by the County Manager or designee.

8. Any other use of the site will require approval of an amendment to this Ordinance by the Board of County Commissioners.

B. <u>Event Limitations</u>:

1. **Number of Events Per Calendar Year.** There shall be no more than fifty-two (52) weddings/events/special events per calendar year.

2. **Hours of Wedding Venue / Event Venue Activity:**

   a. Thursdays from 12:00 p.m. to 5:00 p.m. for deliveries and set-up only

   b. Fridays and Saturdays from 9:00 a.m. to 11:00 p.m.

   c. Sundays and Monday from 9:00 a.m. to 5:00 p.m. for post wedding/event clean-up only.

3. **Setbacks:**

   a. Wedding venue activities shall not be located closer than fifty (50) feet from the property line of any parcel that contains a single-family residence.

   b. Any points of congregation of wedding activities shall be located a minimum of fifty (50) feet from the property line of any parcel that contains a single-family residence.

   c. Unless otherwise specified, any new buildings or structures shall meet or exceed building setbacks in accordance with the LDR, as amended.

4. **Special Events:** Special Event shall be classified as events expected to draw 500 persons or greater, exceed the maximum allowed number of patrons within an establishment, involve the use of pyrotechnics or otherwise meeting the definition of Special Events within the LDR. Special Events will require additional permits in accordance with the LDR and Comprehensive Plan, as amended, including a Special Event Site Plan. The Applicant shall apply for a Special Event Site Plan thirty (30) days in advance of the event and

shall apply for a Special Event permit ninety (90) days in advance of the event, in accordance with special event application procedures and LDR, as amended.

C. Specific Conditions.

1. **Occupancy Limits.** Occupancy of the event venue building cannot exceed that which is allowed by Chapter 12 of the Florida Fire Prevention Code for assembly occupancy.

2. **Parking Limitations.** Parking surfaces may be grass or other pervious material, except as required for compliance with the Americans with Disabilities Act (ADA). There will be no parking allowed outside the property limits. Other parking requirements shall be in accordance with the Comprehensive Plan and LDR, as amended. Stacking of vehicles along Bloomfield Avenue to await entry to the property is strictly prohibited.

3. **Material Storage.** There shall be no storage of materials, equipment or vehicles within the building setbacks, wetland setbacks or landscape buffers.

4. **Site Plan.** The Owner shall submit and obtain an approved site plan meeting the requirements of the LDR, as amended. The general assembly building may not be used for any events until a Certificate of Completion or Certificate of Occupancy, as appropriate, is received from the County.

D. Environmental Considerations: Shall be in accordance with the Comprehensive Plan and LDR, as amended.

E. Transportation Improvements and Access Management:

1. The driveway access for the property off Bloomfield Avenue shall be improved to allow two-way traffic a minimum of 24-feet in driveway throat width will be required. Permitting of the upgraded access will be done through the Public Works Department.

2. All access management shall be in accordance with the Comprehensive Plan and LDR, as amended.

F. Floodplain and Stormwater Management.

1. The Owner shall be responsible for any flood studies required for developing the site and comply with Federal Emergency Management Agency (FEMA), Comprehensive Plan and the LDR, as amended. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

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

G. **Open Space, Impervious Surface Ratio, Floor Area Ratio, and Building/Signage Height:** Shall be in accordance with the Comprehensive Plan and the LDR, as amended.

H. **Landscaping, Buffering, and Screening:** Shall be in accordance with the Comprehensive Plan and the LDR, as amended.

I. **Concurrency Management Requirements:** Any development shall comply with the Lake County Concurrency Management System, as amended.

J. **Noise:** A noise study shall be required at the time of site plan submittal and Owner shall be required to undertake any necessary remediation measures identified in the noise study. No amplified sound is permitted outside of a fully enclosed structure after 10:00 p.m. All amplified sound during an event, whether indoor or outdoor, must comply with the following:

1. A violation of this section occurs when amplified sound is plainly audible at a distance of twenty-five (25) feet or more from the property line. Violations of this section constitute a violation of the Conditional Use Permit and may be enforced through any legally available means, including the issuance of civil citations, notices of violation to appear before the Code Enforcement Special Master, or proceedings to revoke this Conditional Use Permit. The method of enforcement is at the sole discretion of the County.

2. A*mplified Sound s*hall mean sound and sound volume that is increased by any electric, electronic, mechanical, or motor-powered means, to include sound that is produced by a radio, tape player, compact disc player, portable music or video player, cellular telephone, tablet computer, laptop computer, stereo, television, musical instrument, speaker, or other mechanical or electronic sound-making device, instrument, or other machine or device, used for the production, reproduction, or emission of sound which disturbs the peace, quiet, and comfort of other residents.

3. *Plainly Audible* means any electronically amplified sound that can be clearly heard by an officer using his normal hearing faculties not enhanced by any device. Where distance measurements are required by this section to determine whether sound is plainly audible, measurements shall be taken in accordance with the following requirements:

    a. A law enforcement or code enforcement officer must have a direct line of site to the location of the noise (i.e., the event venue, barn, or the speaker), so that the officer can readily identify the distance involved.

    b. The law enforcement or code enforcement officer need not determine the particular words or phrases being produced or the name of any song or artist producing the sound. The

detection of a rhythmic bass reverberating type sound is sufficient to constitute a plainly audible sound.

K. **Development Review and Approval:** Prior to the issuance of permits, the Applicant shall be required to submit a site plan application for any development for review and approval in accordance with the Comprehensive Plan and the LDR, as amended.

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

Section 3. Conditions.

A. After establishment of the facilities as provided in this Ordinance, the property must only be used for the purposes named in this Ordinance, unless a proposed use meets every requirement of the zoning district in which the property is located. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance will inure to the benefit of, and will constitute a covenant running with the land, and the terms, conditions, and provisions of this Ordinance will be binding upon the present Owner and any successor and will be subject to each, and every condition set out in this Ordinance.

D. The transfer of ownership or lease of any or all of the property described in this Ordinance must include in the transfer or lease agreement a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures contained in the Land Development Regulations, as amended.

E. The Lake County Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this Ordinance and to recommend that the ordinance be revoked.

Section 4. **Severability:** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 5. **No Estoppel:** Approval of this ordinance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed

due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 6. **Filing with the Department of State:** The clerk is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 7. **Effective Date.** This Ordinance shall become effective upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this _____ day of _____, 2026.

FILED with the Secretary of State _____, 2026.

EFFECTIVE _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____

GARY J. COONEY, CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGALITY:

_____

MELANIE MARSH, COUNTY ATTORNEY

Exhibit "A" – Legal Description.

BLOOMFIELD BLKS 12 & 13, ILLINOIS STREET & PINE AVE LYING W OF BLOOMFIELD AVE NOW VACATED--LESS BEG AT SE COR OF BLK 13, RUN N 200 FT & PT A, RETURN TO POB, RUN W 1324.90 FT TO SW COR OF SE 1/4 OF NW 1/4 OF SW 1/4, N 374 FT, S 82-32-05 E TO PT A-- ORB 6085 PG 1973

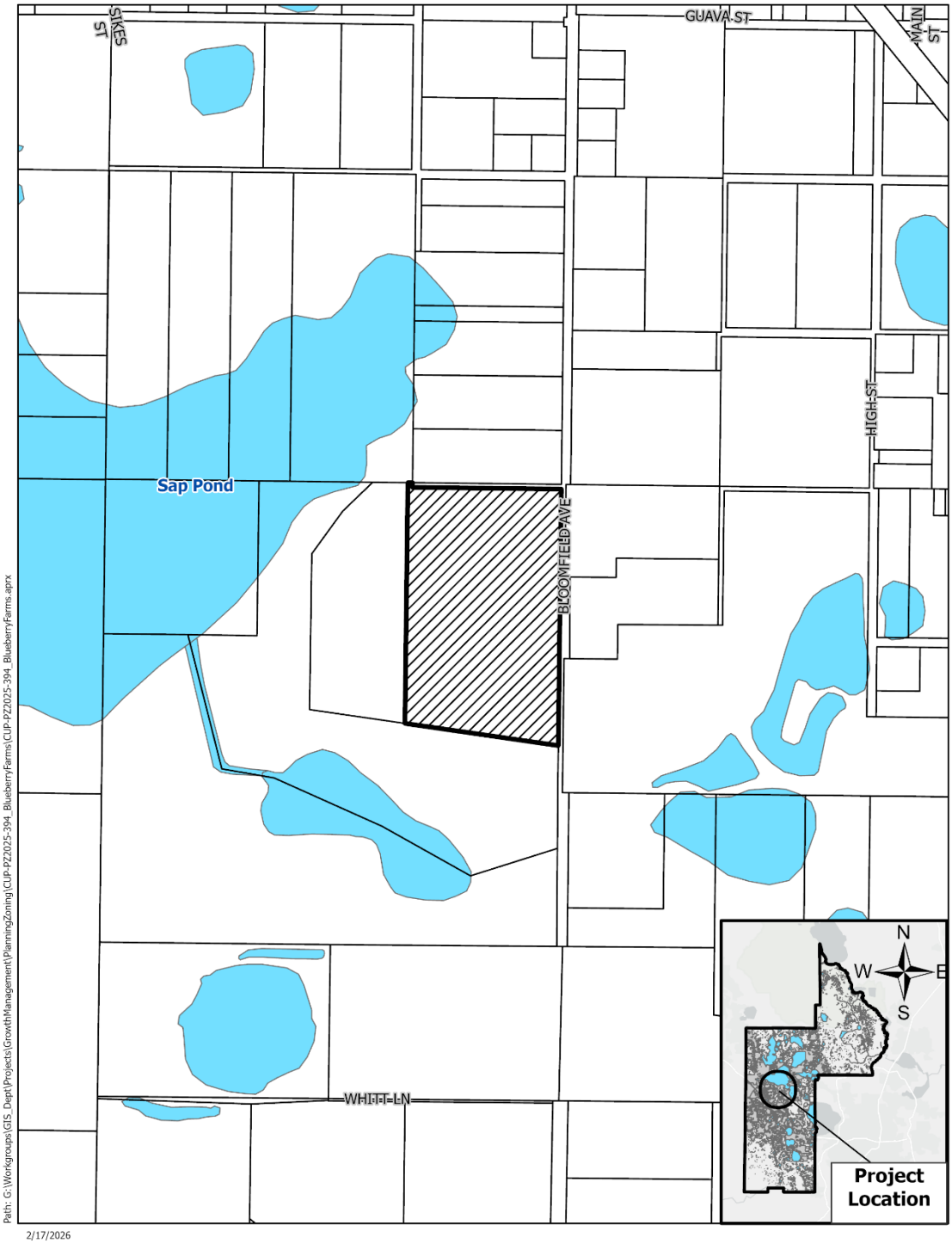
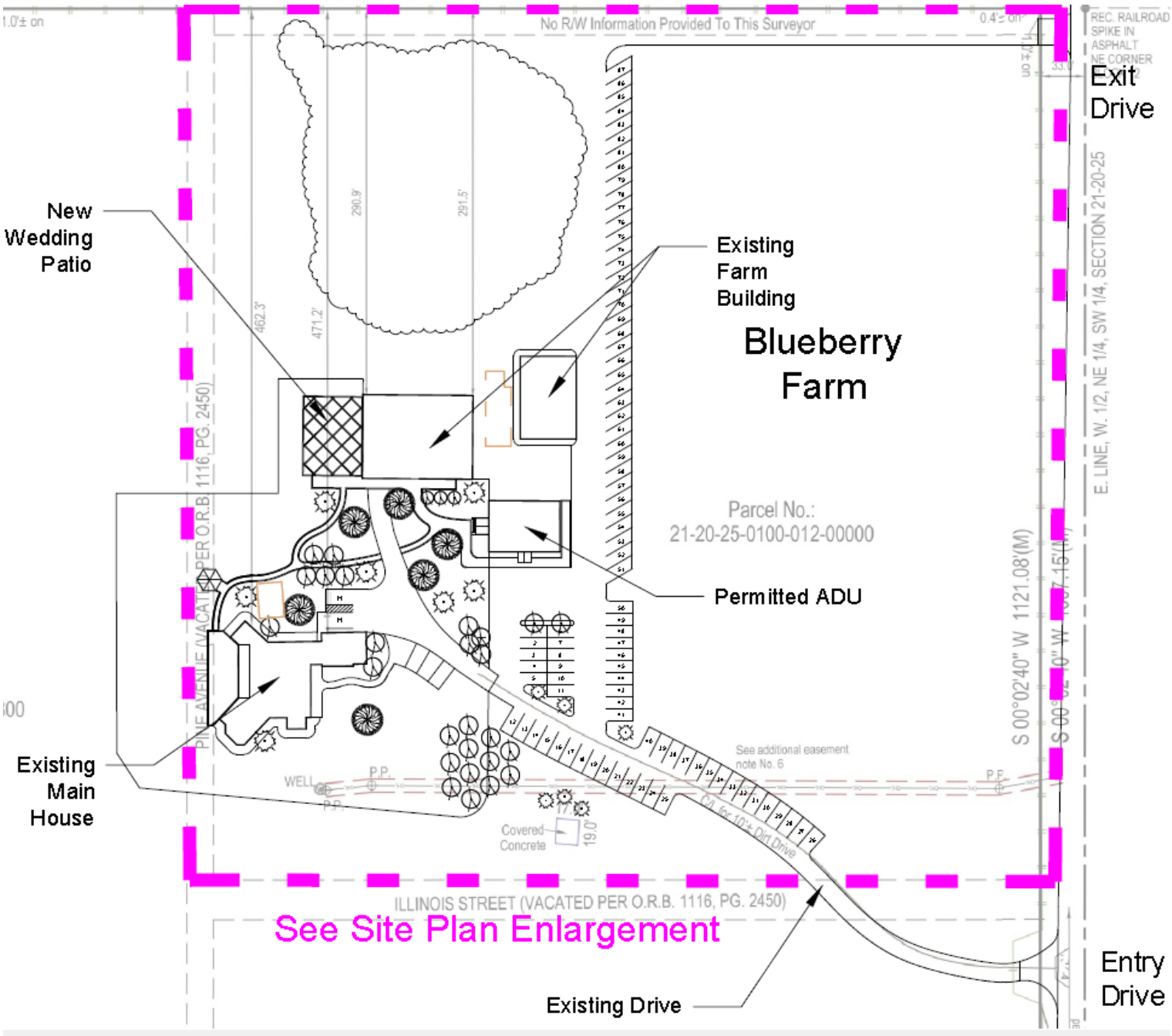


Exhibit "B" – Conceptual Plan.



RURAL CONSERVATION SUBDIVISION STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	4
Public Hearings:	Board of County Commissioners (BCC): April 7, 2026 (Continued) Board of County Commissioners (BCC): May 5, 2026
Case No. and Project Name: Owner: Applicant:	PZ2025-130, Cedar Creek Rural Conservation Subdivision Blue Sky Capital Group, LLC Alex Stringfellow
Requested Action:	Consideration of approval of Rural Conservation Subdivision Optional Density Bonus pursuant to Land Development Regulations (LDR) Chapter XVII, Section 17.05.00.
Staff Determination:	Staff finds the request consistent with the Land Development Regulations (LDR) and consistent with the Comprehensive Plan.
Case Manager:	Leslie Regan, Senior Planner

Subject Property Information

Size:	119.40 +/- gross acres
Location:	North of Number Two Road and West of Mission Inn Resort
Alternate Key No.:	1101051 and 3852069
Existing Zoning District:	Agriculture (A) District (Attachment "A")
Future Land Use Category:	Rural Transition (Attachment "B")
JPA / ISBA:	South Lake ISBA
Overlay Districts:	Economic Development
BMAP Location:	Ocklawaha

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Rural Transition and Urban Low Density	Planned Unit Development and Agriculture	Vacant	Spray field and Wetland and Golf Course
South	Rural Transition	Agriculture and Rural Residential (R-1) District	Single Family Residential, Agriculture	Agriculture Timber/Wetlands
East	Urban Low Density	Planned Unit Development	Agriculture Timber	Wetlands
West	Rural	Agriculture	Single Family, Pasture	Wetlands

- Summary of Analysis –

The subject property consisting of 119.40 +/- gross acres, identified by Alternate Key Numbers 1101051 and 3852069, is located north of Number Two Road and west of Mission Inn Resort in the Howey-in-the-Hills area of Lake County. The subject property is zoned Agriculture (A) and designated with a Rural Transition Future Land Use Category (FLUC) by the 2030 Comprehensive Plan. The subject parcels are located within the South Lake Interlocal Service Boundary Area (ISBA). The property is currently vacant. The subject property is a single lot of record per Unity of Title recorded on OR Book 6702

2030 Comprehensive Plan. The subject parcels are located within the South Lake Interlocal Service Boundary Area (ISBA). The property is currently vacant. The subject property is a single lot of record per Unity of Title recorded on OR Book 6702

Page185 in the Public Records of Lake County, Florida. The surrounding area is a mix of platted single family residential subdivisions, vacant land, and agricultural uses.

The proposed request is consistent with LDR Chapter XVII entitled *Rural Conservation Subdivision Design Standards* which provides for alternative subdivision design to provide housing in a manner that also preserves agricultural and forestry lands, natural and cultural features, scenic viewsheds, and rural community character.

The Applicant is requesting consideration of approval of a Rural Conservation Subdivision Density Bonus pursuant to LDR Chapter XVII, Section 17.05.00 entitled *Optional Density Bonuses*. The proposed Rural Conservation Subdivision is allowable under the existing land use and zoning categories and subject to approval of the proposed density bonus by the Board of County Commissioners. The proposed subdivision consists of 97 lots for single family residential homes. Pursuant to LDR Section 17.01.02 entitled *Protected Space and Open Space*, the proposed Conceptual Sketch Plan (Attachment "D") depicts 34.28% (40.93 acres) of Primary Conservation Area consisting of identified undisturbed wetlands and 41.25% (49.26 acres) of Secondary Conservation Area. The proposed subdivision will contain 63% (49.26 acres) of Open Space.

The Conceptual Sketch Plan (Attachment "D") illustrates primary access for the development from Number Two Road, with secondary emergency access along a 20' stabilized path connected to Number Two Road.

Pursuant to Comprehensive Plan Policy I-1.4.6.1 entitled *Density Bonus in Rural Conservation Subdivisions*, a density increase is permitted where more than the minimum required Open Space is provided. For each additional acre of protected, unconstrained (buildable), Open Space land provided in the subdivision, two (2) additional building lots or dwelling units are permitted. The Applicant is proposing 10.02 additional acres of Open Space and pursuant to LDR Section 17.05.00 a density bonus of 20 units may be considered; however, the Applicant is only requesting an additional 11 units above base density.

The subject parcel is located within South Lake ISBA and utility service area, and the proposal was forwarded to Howey-in-the-Hills for review. The Town of Howey-in-the-Hills did not provide any objections. The Applicant has provided an executed and recorded Developer's Agreement (Attachment "E") between Howey-in-the-Hills and the Owner regarding providing potable-water service, contingent wastewater service, and voluntary annexation.

Pursuant to LDR Chapter 17.08.00 entitled *Management Plan*, Rural Conservation Subdivision proposals shall submit a Management Plan simultaneously with the Conceptual Sketch Plan that provides for the management and maintenance of all protected space, Open Space and common facilities. Staff has reviewed the Management Plan (Attachment "F"). The attached plan contains management practices of minimal disturbance methods, maintained vegetated buffers and ongoing annual assessments. Significant tree preservation and protection areas are proposed. The Homeowners Association (HOA) will be responsible for funding all the maintenance of the common areas and conservation areas. The Management Plan includes a provision that allows County staff to conduct periodic inspections to verify compliance with approved management practices.

Pursuant to LDR Chapter 17.06.00 entitled *Procedures for Application and Approval*, an on-site visit was conducted on the subject property on February 3, 2025. Planning Manager, Janie Barron, Senior Planner, Leslie Regan and Public Works Engineer, Seth Lynch were present along with the Applicant. Furthermore, per these requirements a public information meeting hosted by the Applicant with residents and stakeholders of surrounding areas was held on September 23, 2025, between 5 p.m. to 7 p.m. at the Howie-in-the-Hills Library. Questions and concerns were answered by the Applicant. A sign-in-sheet and notes were provided by the Applicant (Attachment "G").

The Rural Conservation Subdivision shall comply with the provisions of LDR Chapter XVII *Rural Conservation Subdivision Design Standards* and the Comprehensive Plan.

Update Summary for May 5, 2026, BCC Meeting

The Applicant and Public Works have a scheduled meeting on April 16, 2026 to discuss the road improvements required for the development to include but not limited to the potential construction of a roundabout. The Applicant is in discussions with Howey in the Hills regarding the voluntary annexation agreement.

Table 1. Existing and Property Development Standards.

	Zoning District	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space
Existing	Rural Transition	Policy I-1.4.5	1 d.u. / 5 net acres 1 d.u. / 3 net acres* 1 d.u. / 1 net acre*	30% - 50%	35% - 50%
Proposed	Rural Transition	Policy I-1.4.5	1.24 du / 1 net acre**	30%	63%

* Pursuant to Comprehensive Plan Policy I-1.4.5 entitled *Rural Transition Future Land Use Category*, the base density is one (1) dwelling unit per five (5) net acres. Alternatively, residential development not to exceed one (1) dwelling unit per three (3) net acres may be permitted provided that 35% open space is preserved, and the subdivision is developed as either (i) a Rural Conservation Subdivision or (ii) rezoned to a Planned Unit Development. As a third alternative, residential development not to exceed a maximum density of one (1) dwelling unit per one (1) net acre may be permitted provided that 50% open space is preserved, and the subdivision is developed as either (i) a Rural Conservation Subdivision or (ii) rezoned to a Planned Unit Development.

**Pursuant to Comprehensive Plan Policy I-1.4.6.1 entitled *Density Bonus in Rural Conservation Subdivisions*, a density increase is permitted where more than the minimum required open space is provided. For each additional acre of protected, unconstrained (buildable), Open Space land provided in the subdivision, two (2) additional building lots or dwelling units are permitted.

- Summary of Bonus Density-

The Applicant is requesting a density bonus. Pursuant to LDR Section 17.05.00 entitled *Optional Density Bonuses* the Board of County Commissioners may consider an increase to the base density allowed per the future land use category if the proposed project meets certain criteria and may not exceed a 25% increase in density. The table below illustrates that the Applicant is proposing a 13% increase in density for the additional open/protected space.

Table 2. Bonus Density Breakdown.

	Additional acres of buildable open space land	Additional dwelling units	Type of Open Space Land	Total additional dwelling units allowed / requested	% of increase in density
Cedar Creek	10.02 acres	2 du / net acre	Secondary Conservation	20 units allowed / 11 units requested	20% allowed / 13% requested

– Staff Analysis –

LDR Section 17.06.00 (Procedures for Application and Approval)

Pursuant to LDR Section 17.06.01 entitled *Conceptual Sketch Plan* - Subdivisions shall be submitted with the following requirements:

1. **Pre-submittal:** Applicant has applied for a pre-submittal for the Rural Conservation Subdivision of Cedar Creek.

2. **On Site Visit:** On-site visits took place on February 3, 2025, with the Applicant's representative and staff. Staff were able to view the entire property while discussing protected viewsheds, open space areas, buffers to adjacent properties and the proposed design of the property. Applicants further discussed tree preservation and protected areas.

3. **Application for Conceptual Sketch Plan for subdivisions less than 199 lots and on single lot of record:** The Applicant has submitted a Sketch Plan with the required information for consideration.

4. **Public Information Meeting:** Thirty (30) days after application deemed complete. A public information meeting or community meeting was held on September 23, 2025, at the Howey-in-the-Hills Library. It was an open forum between the hours of 5 p.m. and 7 p.m.

5. **Conceptual Sketch Plan Bonus Density presented to BCC for approval**: The requested bonus density is to be presented to and considered by the Board of County Commissioners.

6. **Preliminary Plat:** Within 12 months of approval of the Rural Conservation Subdivision Conceptual Sketch Plan, a Preliminary Plat must be approved with one possible extension of six (6) months.

A. Additional Requirements for a Rural Conservation Subdivision.

1. **Protected Space and Open Space Per LDR Section 17.01.02.**

The Applicant is proposing a 63% Open Space plan while the requirement for the Rural Transition Future Land Use Category is 50%. The Open Space is configured to maintain interconnected network of conserved land. Primary Conservation Areas include preserved wetlands on the subject property. Secondary Conservation Area of Open Space that has been preserved is buildable land. The plan includes large buffers in between the adjacent properties and the lots being built in the subdivision. The perimeter buffer is no less than 100 feet surrounding the subject property.

2. **Ownership and Maintenance of open space and protected space per Section 17.01.04, Section 17.01.05, and 17.08.00 of the Land Development Regulations.**

All open and protected space will be owned and maintained by the Homeowner's Association (HOA) at HOA sole cost and expense to complete all tasks assigned to maintain the areas. The protected areas will be preserved in the natural state, although some may be modified to improve their appearance or functionality. Following the approval of the Conceptual Sketch Plan the managing entity shall submit to the County a report demonstrating compliance with this ownership and maintenance requirements. Additionally, the managing entity agrees and acknowledges that the County Manager or designee may inspect at any time with or without notice to ensure compliance. In the event the party responsible for maintenance of the space fails to maintain all or any portion in reasonable order and condition, the County may avail itself of all legal remedies to enforce compliance. Further details are included within the Management Plan (Attachment "F")

3. The dimensional standards contained in LDR Section 17.02.05.

The Rural Conservation Subdivision proposal meets each of the following standards:

- The minimum lot size shall be 6,000 square feet. As depicted in the Conceptual Sketch Plan, approximately 91 units will be 65' x 140' and approximately 6 lots will be 75' x 140'. The minimum lot size in the proposed subdivision will be 9,100 square feet.
- Minimum front setback requirements for residences shall be no less than twelve (12) feet (or eight (8) feet for unenclosed front porches), and no less than twenty-five (25) feet for front-facing garages.
- Minimum rear and side setback requirements shall be no less than seven and one-half (7.5) feet. Side setbacks may be combined to be greater than seven and one-half (7.5) feet on one side, provided that at least five (5) feet of setback remains on the other. Such combinations are permitted in lot layouts where this pattern is repeated with homes located off-center on their lots but evenly spaced (by no less than fifteen (15) feet) between buildings on adjoining lots.
- Minimum lot frontage requirements shall generally be thirty-four (34) feet but may be reduced to twenty (20) feet to allow for a driveway extension.
- Street frontage shall not be required when the garage access is provided via a back lane or alley, and when the lot directly abuts permanent open or protected space such as a neighborhood green (sometimes called an "attached green") or a "greenway street" (sometimes called a "mews"), as depicted in Section 17.10.00. Sidewalks shall be required on each side of the long green space (not be built down the middle), which shall be planted with shade trees like any other residential street.

- To prevent garage doors from dominating streetscapes, the following two standards shall apply: (1) Garages shall be accessed via a back lane or alley for any lot that is less than fifty-five (55) feet wide, and (2) on lots that are fifty-five (55) feet or wider (and not served by an alley), front-facing garage doors shall be set back at least eight (8) feet beyond the front edge of the dwelling (excluding porches), as depicted in Section 17.10.00.
- Street frontage shall not be required for lots accessed via private common driveways (or "country lanes"), serving up to four (4) dwellings, which shall have a minimum gravel surface of sixteen (16) feet wide within a minimum right-of-way of twenty-five (25) feet.

– Standards for Review –

A. Whether, and the extent to which, the proposed subdivision would result in demands on public facilities, and whether, or to the extent to which, the proposed subdivision would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities;

Water and Sewer

The subject property is within the Town of Howey-in-the-Hills Utility Notification area. The Town of Howey-in-the-Hills has provided no comments for the proposal; however, the Applicant has provided documentation indicating that central sewer capacity and potable water capacity is available to the subject property per an unrecorded Developer's Agreement (Attachment "E") between the Owner and the Town of Howey-in-the-Hills.

Public Safety

Lake County Fire Rescue Station #76 is located at 8819 SR 48, Yalaha, FL 34797 and is approximately 1.47 miles from the site. Fire protection water supply and emergency access will be addressed during the development review process, at such time that any future improvements are proposed.

Schools

The project is subject to school concurrency prior to final development order approval, but adequate public facilities determination was provided by the Growth Planning Department of Lake County Schools (Attachment "H").

Parks

The request is not anticipated to adversely impact park capacity or levels of service.

Solid Waste

The request is not anticipated to adversely impact solid waste capacities or levels of service.

Transportation Concurrency

A traffic study was conducted and reviewed by the Public Works Department. Traffic study methodology was approved.

The traffic study conclusions indicate negative impacts to level of service on the following roadways:

- SR-19 from CR-48 to Central Avenue
- Intersection of Palm Avenue (SR-19) and Central Avenue

The development is expected to generate 1,048 new net daily trips, of which 71 will occur in the A.M. peak hour and 94 will occur during the P.M. peak hour. The study roadway segments currently operate at satisfactory Levels of Service in the existing conditions and will continue to do so upon completion of the project in 2028, except for the segment of SR 19 from CR 48 to Central Avenue. This segment will fail with the addition of approved project trips which are more than double the existing traffic on the segment.

The study intersections currently operate at overall satisfactory Level of Service. In the projected conditions, the intersections will continue to operate at a satisfactory Level of Service with project trips added, except for the intersection of Palm Avenue and Central Avenue. This intersection will have failing eastbound/westbound approaches due to high background traffic. This condition will continue to prevail until a signal becomes warranted and installed.

The proposed development will be served by a full-access driveway on Number Two Road which is projected to operate satisfactorily. This driveway is located on a curve with sight distance concerns. Therefore, the Developer will construct a 3-way stop at this location.

B. Whether, and the extent to which, the proposed subdivision would result in significant adverse impacts on the natural environment:

The intent of the Rural Conservation Subdivision is to protect the natural environment. Should the Conceptual Sketch Plan be approved, all sensitive resources will be addressed through the development application review and approval process. New development will be required to meet all criteria specified by the Comprehensive Plan and LDR, as amended, for natural resource protection and mitigation. An intensive Management Plan has been provided by the Applicant. (Attachment "F")

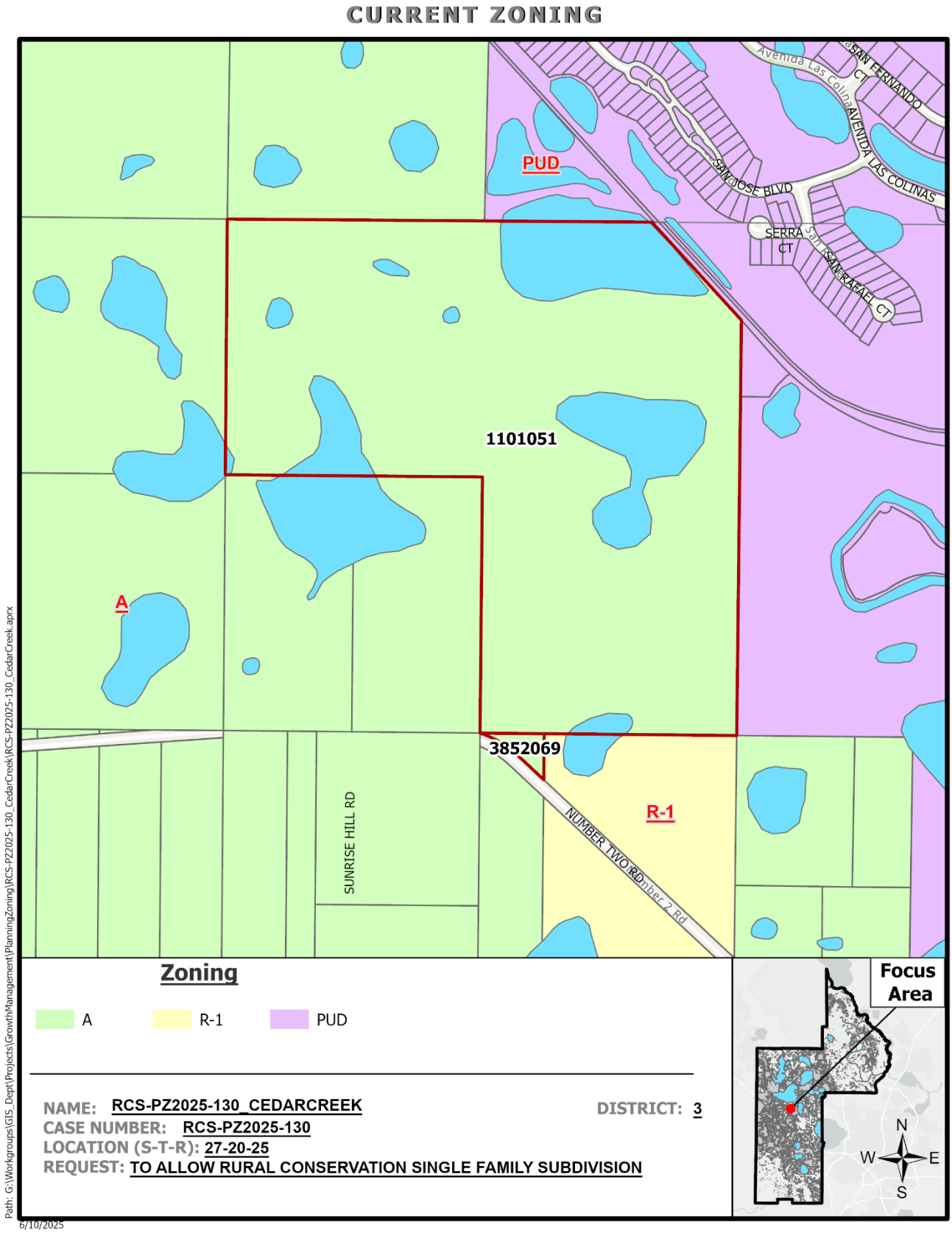
C. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

N/A.

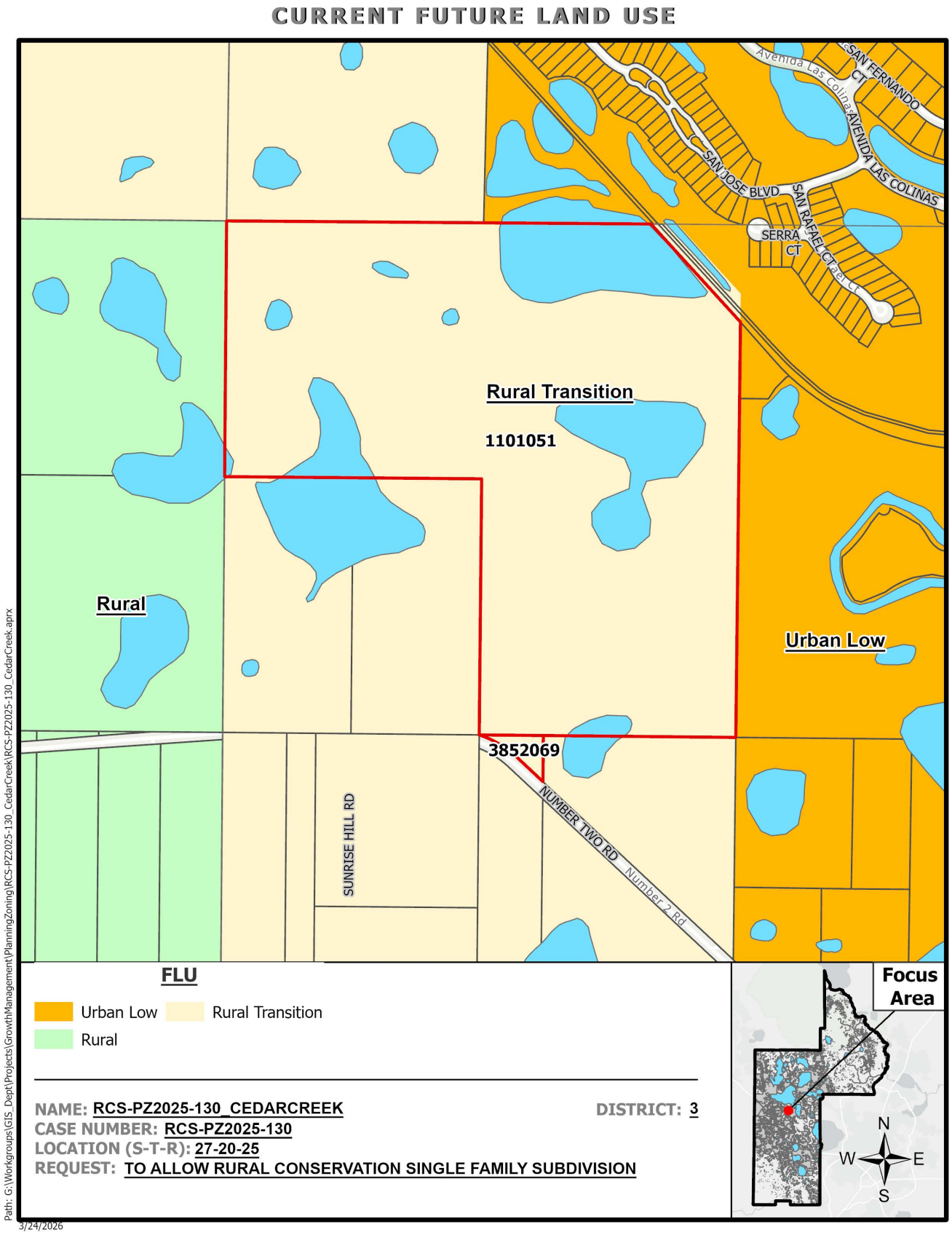
FINDINGS OF FACT: Staff has reviewed the proposed Conceptual Sketch Plan and found:

1. The request is consistent with the Comprehensive Plan Policy I-1.4.6 *Preservation of Open Space within Rural Conservation Subdivisions* and Policy I-1.4.6.1 *Density Bonus in Rural Conservation Subdivisions.*
2. The Conceptual Sketch Plan application is consistent with LDR Chapter XVII *Rural Conservation Subdivision Design Standards* purpose in that the lots are clustered with large contiguous tracts of Open Space, minimizes site disturbance to the extent possible and by protecting Open Space with Primary and Secondary Conservation Areas.
3. The use is consistent with Comprehensive Plan Policy I-7.4.2 *Rural Conservation Subdivision* as the proposal intends to protect habitat, wildlife, and wildlife corridors, maximize buffering, protect aquifer recharge and karst features, and to create opportunities for passive recreation.
4. The Conceptual Sketch Plan application is consistent with LDR Chapter XVII *Open Space and Protected Space Requirements* as the plan shows Primary and Secondary Conservation Areas and exceeds the minimum percentage of Open Space required.
5. The request meets the density allowed per Section 17.02.00 *Densities and Design Standards*, and Section 17.05.00 *Optional Density Bonuses*, with the bonus density allowance for the additional Open Space provided in the proposal and is proposing lots with a minimum square footage of 9,100 square feet.

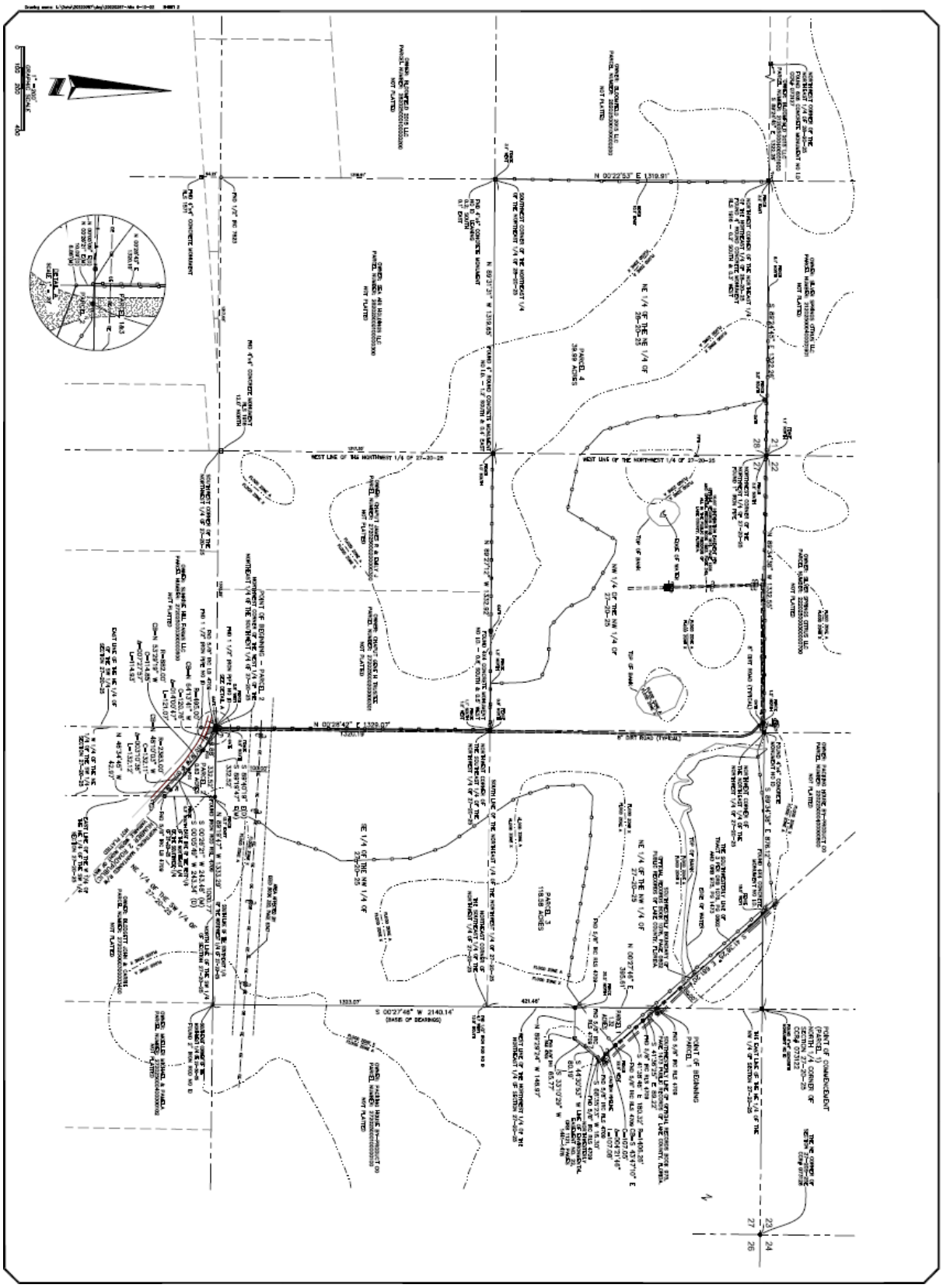
Attachment "A" – Zoning District Map



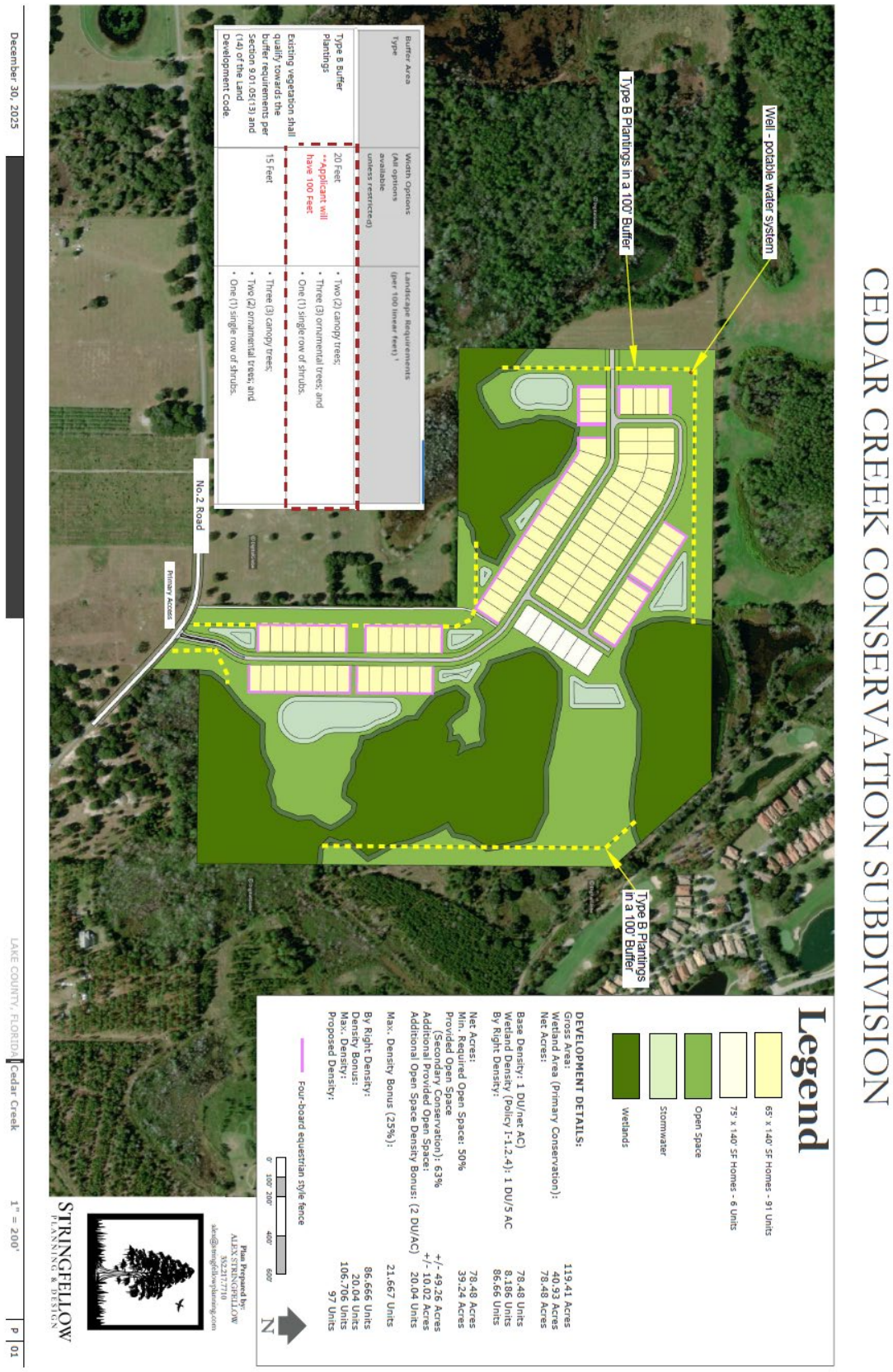
Attachment "B" – Future Land Use Map



Attachment “C” – Existing Features/Site Analysis Map Per LDR Section 17.07.01(A)



Attachment "D" – Conceptual Sketch Plan per LDR 17.07.00(B)



Attachment "E" – Developer's Agreement

As appr'd by TC
(with TC edits)
10-14-2024

PREPARED BY AND RETURN TO:

Thomas J. Wilkes
GrayRobinson
301 East Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

AGREEMENT
for
VOLUNTARY ANNEXATION,
POTABLE-WATER SERVICE,
and
CONTINGENT WASTEWATER SERVICE

Town of Howey-in-the-Hills, Florida
and
Blue Sky Capital Group, LLC

Cedar Creek Project

THIS AGREEMENT ("Agreement") is entered into as of _____, 2024, by the **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA,** a municipal corporation organized and operating under the constitution and laws of the State of Florida and its Charter ("**Town**"), and **BLUE SKY CAPITAL GROUP, LLC**, a Florida limited liability company, the address for which is 103 Commerce Street, Suite 103, Lake Mary, Florida 32746 ("**Owner**").

PREMISES

1. The Owner holds fee simple title to the land described in **Exhibit "A"** (**"Property"**).

2. The Property is located currently in unincorporated Lake County and is being zoned by Lake County for single-family residential uses.

3. Pursuant to law the Town has enacted an ordinance establishing a water- and wastewater-service area ("**Utility Service Area**") and authorizing

extension of potable-water and wastewater service beyond the corporate limits of the Town.

4. The Town is willing to allow the extension of its water and wastewater utilities and to supply water and wastewater service to property owners and users outside the Town's current boundaries and within the Utility Service Area, but only if the owners of properties benefitting from the utility services first petition the Town Council for annexation of the benefitting properties to the Town.

5. The Town is ready and willing to extend its boundaries to include the Property, subject to the Owner, on behalf of itself and all it successors in interest, petitioning the Town Council to annex the Property to the Town at such time the Property becomes contiguous to the Town's boundaries and is eligible otherwise under Florida law for annexation.

6. On behalf of itself and all its successors in interest in the Property, the Owner herewith petitions the Town to annex the Property to the Town in return for the Town allowing the extension of its water and wastewater utilities to the Property.

ACCORDINGLY, the parties agree as follows:

SECTION 1. PREMISES.

The above premises are true and correct and form a material part of this Agreement.

SECTION 2. REPRESENTATION OF OWNERSHIP.

The Owner represents and warrants to the Town that the Owner holds fee simple title to the Property and has the right legally to enter into this Agreement.

SECTION 3. AUTHORITY.

a. This Agreement is entered into under the authority of the Florida Constitution, including specifically its Article VIII, Section 2(b), the powers conferred upon municipalities by Chapters 163, 166, 171, and 180 of Florida Statutes, and the Town's Charter and Code of Ordinances.

b. The parties expressly stipulate that this Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act, Section 163.3220, *et. seq.*, Florida Statutes, and the provisions of that act do not govern this Agreement.

****

ANNEXATION

****

SECTION 4. PETITION AND CONSENT TO ANNEXATION.

a. As consideration for the Town providing and agreeing to provide water and wastewater service to the Property, the Owner herewith petitions the Town Council for the Town under section 171.041 of Florida Statutes (2024) (or its successor legislation), on behalf of both the Owner itself and all the Owner's successors in interest in the Property, that the Property be annexed to the Town immediately upon the Property becoming contiguous to the Town's boundary, all in accordance with Florida law and all without further action, petition, consent, or approval of the Owner or its successors in interest.

b. This petition for and consent to annexation of the Property to the Town is irrevocable as long as the Town provides or is willing to provide water or wastewater service, or both, to the Property.

c. The parties expressly agree that (i) under section 171.041 of Florida Statutes (2024) (or a successor statute), this section 3 of this Agreement constitutes the legally complete and sufficient petition by the Owner and its successors for voluntary annexation of the Property to the Town and that (ii) no further consent or petition or approval of any type is or will be needed as a condition to the Town undertaking the annexation. At such time as the Town undertakes the annexation, however, the Owner and all its successors in interest in the Property must execute any and all such certificates, consents, approvals, and other instruments as the Town may reasonably request and as may be necessary or reasonably useful to completion of the annexation.

d. This petition for annexation of the Property is material consideration in return for the Town's obligations under this Agreement. But for this petition

and consent for annexation of the Property the Town would not be willing to enter into this Agreement.

SECTION 5. UTILITY SERVICE AREA OF TOWN.

On behalf of itself and all its successors in interest in the Property the Owner acknowledges, agrees, and states its preference that the Town is to be the exclusive provider of water- and wastewater-utility service to the Property. The Owner may not engage in the business of providing water- or wastewater-utility service to the Property and may not contract with any other entity or person to provide water or wastewater service to the Property so long as the Town (or its successor in interest) provides or is willing to provide water- and wastewater-utility service, or either, to the Property.

****

POTABLE-WATER UTILITY SERVICE

****

SECTION 6. TOWN TO PROVIDE POTABLE-WATER SERVICE

a. Upon the terms and conditions in this Agreement, and in accordance with the Town's codes, ordinances, rules, regulations, and technical standards and requirements, the Town shall provide and shall have the exclusive right to provide to the Property potable-water utility service as set forth herein.

b. As between the Town and the Owner, the Owner is entitled to reserve potable-water utility service for up to 105 single-family dwelling units or "Equivalent Residential Units" ("ERU's"). The Owner's right to ERU's of utility capacity will vest only upon the Owner's payment in full of the Town's one-time initial capital and connection charges for its potable-water utility system. Upon such payment in full, the Town must set aside and deem reserved for the Owner the water-utility capacities for which payment is made. At its option, the Owner may pay the capital and connection charges for some, not all, of its projected dwelling units, in which case its right to service will then vest for those units for which full payment is made.

c. Vesting of the Owner's right to capacity will occur upon payment in full of the capital and connection charges in effect at the time of the payment. If between the time of such payment and the application by the Owner for a building permit for a dwelling unit the Town increases the amount of its one-time capital and/or connection charges, the building permit will be issued only upon payment of the amount of the increase(s).

SECTION 7. DESIGN, CONSTRUCTION, ACCEPTANCE, AND CONVEYANCE OF WATER-UTILITY IMPROVEMENTS

The Owner's right to connect the Property to the Town's water utility is conditioned on the Owner:

1. Preparing at no cost to the Town the plans and specifications for all lines, pumps, valves, and other equipment, facilities, and improvements required for the Town's water utility to serve the Property,

2. Installing and constructing the utility improvements in accordance with plans and specifications approved by the Town,

3. Installing and constructing all such improvements at no cost to the Town, and

4. Conveying all such improvements to the Town, at no cost to the Town, by written instrument(s) in form and substance acceptable to the Town Manager.

Upon completion of the improvements the Owner shall apply in writing to the Town Manager for acceptance of the improvements. Upon the Town's acceptance of the improvements:

a) all warranties and guarantees from contractors and suppliers shall be assigned and delivered by the Owner to the Town, and

b) All construction guarantees from the Owner to the Town, such as bonds, letters of credit, and other sureties issued in favor of the Town, shall then be released by the Town.

SECTION 8. INSTALLATION OF UTILITY IMPROVEMENTS

The Owner must design, permit, construct, and install, all at no cost to the Town, all potable-water lines, pipes, valves, pumps, and other fittings, equipment, and improvements required both on and off the Property to provide the Property and the future improvements thereon with water service, connecting the Property to the existing Town water-utilities system.

The Town has the right to review, approve and permit, as appropriate, the water-utility improvements necessary for the Owner to connect the Property to the Town's water utility in a manner consistent with the Town's land-development and utility regulations. Upon completion of the water-utility improvements, both on and off the Property, all water-utility improvements on the Property and within Town rights-of-way and utility easements must be conveyed to the Town in form and substance acceptable to the Town Attorney.

All onsite water-utility improvements are to be conveyed or otherwise dedicated to the Town in form and substance approved by the Town Attorney. All connections to existing Town water utilities shall be made at no cost to the Town.

SECTION 9. APPROVAL OF DESIGN, PLANS, AND SPECIFICATIONS.

The engineering design, plans and specifications of all water-utility improvements to be transferred to and owned and operated by the Town are subject to prior approval by the Town Manager. The Owner's registered engineer of record shall incorporate all applicable standards and specifications of the Town into the engineering design, plans, and specifications for the water-utility improvements. The Town shall provide reasonable assistance to the Owner's engineers as would be customary for a utility provider in a comparable design and construction of utility improvements. All construction plans and specifications must be approved by the Town before construction is commenced. The Owner must obtain all federal, state, county, town and other permits required for construction, acceptance and operation of the improvements.

SECTION 10. ACCESS TO CONSTRUCTION; APPROVAL OF WORK AND MATERIALS.

From time to time the Town may inspect the construction and installation of the water-utility improvements to ensure compliance with the approved plans and specifications and shall retain the power of final approval of all work and materials. In connection with its inspections the Town does not accept and shall not be assigned liability of any type or nature.

As appr'd by TC
(with TC edits)
10-14-2024

SECTION 11. TESTING DURING AND AFTER CONSTRUCTION.

The Owner must require its registered engineer to supervise construction and to certify, under seal, to the Town Manager that the systems are installed in accordance with the approved design plans and specifications. The Owner shall conduct at no expense to the Town all tests required by the Town to verify the improvements are constructed in accordance with the approved engineering plans and specifications and all other Town requirements.

SECTION 12. CONVEYANCE OF EASEMENTS AND IMPROVEMENTS.
The Owner shall grant to the Town, at no expense to the Town, adequate transferable easements for all water-utility improvements and related appurtenances as may be deemed necessary by the Town Manager and all in form and substance acceptable to the Town Attorney.

SECTION 13. INSTRUMENTS OF CONVEYANCE OF UTILITY IMPROVEMENTS.

Upon completion of construction and installation and acceptance by the Town of the water-utility improvements, the Owner must transfer to the Town title to all the improvements in form and substance approved by the Town Attorney. The Owner shall provide to the Town a copy of the recorded plat, a bill of sale or bills of sale for the improvements as approved by the Town Attorney, easement grants as approved by the Town Attorney, and other evidences of conveyance required by the Town Manager and as approved by the Town Attorney. Mortgagees, if any, holding prior liens on any part of the Property shall be required to release such liens, subordinate their positions, join in a conveyance, grant, or dedication, or give to the Town assurance by way of a "non-disturbance agreement" in form and substance acceptable to the Town Attorney that, in the event of foreclosure, the mortgagee will recognize the utility ownership and easement rights of the Town.

SECTION 14. ADDITIONAL DOCUMENTS TO BE PROVIDED BY OWNER.

In addition to the documents of title to the utility improvements, the Owner must provide to the Town Manager the following documents prior to the Town's acceptance of the improvements, all as approved by the Town Attorney:

i. as-built drawings of utility improvements (one hard copy signed and sealed, and one PDF), furnished one week prior to final inspection;
ii. certification by the Owner's engineer's of costs (schedule of values) for on-site and off-site construction and installation;
iii. letters of acceptance from the appropriate regulatory agency or agencies for the systems;
iv. certification by the design engineer that the system was constructed as designed; and
v. related right-of-way use permits and other permits and licenses obtained from applicable government agencies.

All such documents must be under the seal of an engineer registered in Florida, as required by the Town Manager.

SECTION 15. CONNECTIONS SUBJECT TO RATES AND FEES.

All connections to the Town's water utility are be subject to the continuing operating rules and regulations of the Town, including without limitation the periodic payment of water charges and fees, as provided in the Town's rate schedules, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the Town for potable-water service shall be in accordance with its rate schedules, which are subject to change from time-to-time, and which may include a higher charge for those properties located outside the Town's boundaries

SECTION 16. OWNER TO OBTAIN PERMITS.

The Owner shall obtain, at no cost to the Town, all governmental approvals, inspections, certificates, licenses and permits necessary for the design, routing, construction, connection and use of the water-utility improvements to be installed under this Agreement. The Town shall render assistance to the Owner in obtaining these approvals, licenses and permits if and as requested and as would be customary practice for a utility provider.

SECTION 17. SERVICING OTHER PROPERTIES.

The Town reserves the right to service other properties through the water-utility improvements constructed, installed and conveyed by the Owner. Nothing in this Agreement prohibits the Town from extending its water utility to any other area, properties, or customers. If the Town requests that the Owner increase the size or

capacity of water-utility improvements to be installed by Owner under this Agreement so that the Town may serve other properties, the Town shall reimburse Owner the increased cost incurred from the increase in capacity of such improvements.

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WASTEWATER UTILITY SERVICE

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SECTION 18. WASTEWATER CONTINGENCY. The Owner shall obtain wastewater-utility service from the Town if either of these two contingencies occur:

i. the Lake County Board of County Commissioners requires, as a condition of a zoning or other land-use approval, that the Property be served by a central wastewater utility, or

ii. the Board of County Commissioners allows the Property to be served by a wastewater-treatment and disposal system other than a central wastewater utility, but on the date the Property is annexed to the Town the Owner (or its successor in interest) has not commenced construction of a material portion of the other type of system.

If either contingency occurs, the Owner (or its successor in interest) shall construct and install the onsite and offsite lines, pumps, lift stations, and other equipment and facilities necessary or useful to connect to the Town's wastewater-utility system, all as set forth in Sections 19 through 30, inclusive, in this Agreement.

SECTION 19. TOWN TO PROVIDE WASTEWATER SERVICE.

a. Upon the terms and conditions in this Agreement, and in accordance with the Town's codes, ordinances, rules, regulations, and technical standards and requirements, the Town shall provide and shall have the exclusive right to provide to the Property wastewater-utility service as set forth herein.

b. As between the Town and the Owner, the Owner is entitled to reserve wastewater-utility service for up to 105 single-family dwelling units or "Equivalent Residential Units" ("ERU's"). The Owner's right to ERU's of utility capacity will vest only upon:

i. the Owner's payment in full of the one-time initial capital and connection charges imposed by the Town for its wastewater-utility system, and

ii. The Owner obtaining from the Central Lake Community Development District the contract right to treatment and disposal of all wastewater generated by the Owner's 105 ERU's.

Upon the Owner's payment in full of the Town's one-time charges and the Owner securing the contract right to treatment and disposal of wastewater for its ERU's, the Town must set aside and deem reserved for the Owner the water-utility capacity for which payment has been made. At its option, the Owner may pay the Town's one-time capital and connection charges for some, not all, of the Owner's projected dwelling units, in which case its right to service will then vest for those units for which full payment is made.

c. Vesting of the Owner's right to wastewater-utility capacity will occur upon payment in full of the capital and connection charges in effect at the time of the payment. If between the time of such payment and the application by the Owner for a building permit for a dwelling unit the Town increases the amount of its one-time capital and/or connection charges, the building permit will be issued only upon payment of the amount of the increase(s).

SECTION 20. DESIGN, CONSTRUCTION, ACCEPTANCE, AND CONVEYANCE OF WASTEWATER-UTILITY IMPROVEMENTS

The Owner's right to connect the Property to the Town's wastewater utility is conditioned on the Owner:

5. Preparing at no cost to the Town the plans and specifications for all lines, pumps, valves, lift stations, and other equipment, facilities, and improvements required for the Town's wastewater utility to serve the Property,

6. Installing and constructing the utility improvements in accordance with plans and specifications approved by the Town,

7. Installing and constructing all such improvements at no cost to the Town, and

8. Conveying all such improvements to the Town, at no cost to the Town, by written instrument(s) in form and substance acceptable to the Town Manager.

Upon completion of the improvements the Owner shall apply in writing to the Town Manager for acceptance of the improvements. Upon the Town's acceptance of the improvements:

c) all warranties and guarantees from contractors and suppliers shall be assigned and delivered by the Owner to the Town, and

d) All construction guarantees from the Owner to the Town, such as bonds, letters of credit, and other sureties issued in favor of the Town, shall then be released by the Town.

SECTION 21. INSTALLATION OF UTILITY IMPROVEMENTS

The Owner must design, permit, construct, and install, all at no cost to the Town, all wastewater lines, pipes, valves, pumps, lift stations, and other fittings, equipment, and improvements required both on and off the Property to provide the Property and the future improvements thereon with wastewater-utility service, connecting the Property to the existing Town wastewater-utility system.

The Town has the right to review, approve and permit, as appropriate, the wastewater-utility improvements necessary for the Owner to connect the Property to the Town's wastewater utility in a manner consistent with the Town's land-development and utility regulations, customs, and practices. Upon completion of the wastewater-utility improvements, both on and off the Property, all wastewater-utility improvements on the Property and within Town rights-of-way and utility easements must be conveyed to the Town in form and substance acceptable to the Town Attorney.

All onsite wastewater-utility improvements are to be conveyed or otherwise dedicated to the Town in form and substance approved by the Town Attorney. All connections to the Town wastewater utility shall be made at no cost to the Town.

SECTION 22. APPROVAL OF DESIGN, PLANS, AND SPECIFICATIONS.

The engineering design, plans and specifications of all wastewater-utility improvements to be transferred to and owned and operated by the Town are subject to prior approval by the Town Manager. The Owner's registered engineer of record shall incorporate all applicable standards and specifications of the Town into the engineering design, plans, and specifications for the wastewater-utility improvements. The Town shall provide reasonable assistance to the Owner's engineers as would be customary for a utility provider in a comparable design and construction of utility improvements. All construction plans and specifications must be approved by the Town before construction is commenced. The Owner must obtain all federal, state, county, town and other permits required for construction, acceptance and operation of the improvements.

SECTION 23. ACCESS TO CONSTRUCTION; APPROVAL OF WORK AND MATERIALS.

From time to time the Town may inspect the construction and installation of the wastewater-utility improvements to ensure compliance with the approved plans and specifications and shall retain the power of final approval of all work and materials. In connection with its inspections the Town does not accept and shall not be assigned liability of any type or nature.

SECTION 24. TESTING DURING AND AFTER CONSTRUCTION.

The Owner must require its registered engineer to supervise construction and to certify, under seal, to the Town Manager that the systems are installed in accordance with the approved design plans and specifications. The Owner shall conduct at no expense to the Town all tests required by the Town to verify the improvements are constructed in accordance with the approved engineering plans and specifications and all other Town requirements.

SECTION 25. CONVEYANCE OF EASEMENTS AND IMPROVEMENTS.
The Owner shall grant to the Town, at no expense to the Town, adequate transferable easements for all wastewater-utility improvements and related

appurtenances as may be deemed necessary by the Town Manager and all in form and substance acceptable to the Town Attorney.

SECTION 26. INSTRUMENTS OF CONVEYANCE OF UTILITY IMPROVEMENTS.

Upon completion of construction and installation and acceptance by the Town of the wastewater-utility improvements, the Owner must transfer to the Town title to all the improvements in form and substance approved by the Town Attorney. The Owner shall provide to the Town a copy of the recorded plat, a bill of sale or bills of sale for the improvements as approved by the Town Attorney, easement grants as approved by the Town Attorney, and other evidences of conveyance as required by the Town Manager and approved by the Town Attorney. Mortgagees, if any, holding prior liens on any part of the Property shall be required to release such liens, subordinate their positions, join in a conveyance, grant, or dedication, or give to the Town assurance by way of a "non-disturbance agreement" in form and substance acceptable to the Town Attorney that, in the event of foreclosure, the mortgagee will recognize the utility ownership and easement rights of the Town.

SECTION 27. ADDITIONAL DOCUMENTS TO BE PROVIDED BY OWNER.

In addition to the documents of title to the utility improvments, the Owner must provide to the Town Manager the following documents prior to the Town's acceptance of the improvements, all as approved by the Town Attorney:

i. as-built drawings of utility improvements, (one hard copy signed and sealed, and one PDF) furnished one week prior to final inspection;
ii. certification by the Owner's engineer's of costs (schedule of values) for on-site and off-site construction and installation;
iii. letters of acceptance from the appropriate regulatory agency or agencies for the systems;
iv. certification by the design engineer that the system was constructed as designed; and
v. related right-of-way use permits and other permits and licenses obtained from applicable government agencies.

All such documents must be under the seal of an engineer registered in Florida, as required by the Town Manager.

SECTION 28. CONNECTIONS SUBJECT TO RATES AND FEES.

All connections to the Town's wastewater utility shall be subject to the continuing operating rules and regulations of the Town, including without limitation the periodic payment of wastewater charges and fees, as provided in the Town's rate schedules, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the Town for wastewater service shall be in accordance with its rate schedules, which are subject to change from time-to-time, and which may include a higher charge for those properties located outside the Town's boundaries.

SECTION 29. OWNER TO OBTAIN PERMITS.

The Owner shall obtain, at no cost to the Town, all governmental approvals, inspections, certificates, licenses and permits necessary for the design, routing, construction, connection and use of the wastewater-utility improvements to be installed under this Agreement. The Town shall render assistance to the Owner in obtaining these approvals, licenses and permits if and as requested and as would be customary practice for a utility provider.

SECTION 30. SERVICING OTHER PROPERTIES.

The Town reserves the right to service other properties through the wastewater-utility improvements constructed, installed and conveyed by the Owner. Nothing in this Agreement prohibits the Town from extending its wastewater utility to any other area, properties, or customers. If the Town requests that the Owner increase the size or capacity of a wastewater-utility improvement to be installed by Owner under this Agreement so that the Town may serve other properties, the Town shall reimburse Owner the increased cost incurred from the increase in capacity of such improvements.

****

MISCELLANEOUS PROVISIONS

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SECTION 31. DEFAULT BY OWNER. The Owner's failure or refusal to carry out a provision of this Agreement relieves the Town of its obligation to provide water or wastewater service, or both, to the Property.

SECTION 32. APPLICATION FOR SERVICE. Neither the Owner nor any successor owner or occupant (consumer) of the Property may connect a dwelling unit or other improvement to the Town's utilities until application has been made to the Town by an appropriate party and approval for such connection has been granted. Connections shall occur only in a manner approved by the Town.

SECTION 33. RELOCATION OF UTILITY IMPROVMENTS. Relocation of utility improvements required for the Owner's convenience or necessity shall be undertaken only at the Owner's expense, provided such relocation can be accomplished without adverse impact on any other part of the utility improvements or other consumers.

SECTION 34. DISPUTES.

a. In the event that the Town or the Owner bring an action to enforce this Agreement by court proceedings or otherwise, the parties shall bear their own attorney fees at all levels. Venue for litigation of all disputes must be in the Circuit Court for the Fifth Judicial Circuit of Florida, in Lake County, Florida.

b. In disputes involving compliance with this Agreement, each party shall have all equitable remedies allowed under Florida law, including (but not limited to) declaratory judgment, injunctive relief without necessity of showing irreparable harm, and specific performance. Neither party shall be liable to the other for, and each party releases the other from, liability resulting in direct, indirect, incidental, special, consequential, and punitive damages arising out to the performance of or default under this Agreement, whether based on contract, warranty, or any other legal theory.

c. The Owner shall defend, indemnify, and hold harmless the Town and its officers and employees from all liens, claims, demands, costs (including attorneys' fees and costs), expenses, damages, losses, and causes of action for damages ("Losses") because of injury to persons or damage to or loss of property arising from or related to the design, construction, or installation of the utility improvements under this Agreement or otherwise caused by the acts or omissions of the Owner or its officers, managers, employees, agents, contractors or subcontractors, vendors, suppliers or other person acting under its request, control, or direction, and from defect in the design or installation of the utility improvements under this Agreement, except to the extent such Losses are caused

by the gross negligence or willful misconduct of the Town or its officers or employees.

d. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

e. This section will survive the expiration or earlier termination of this Agreement.

SECTION 35. ASSIGNMENT.

This Agreement may not be assigned by the Owner without the prior written consent of the Town, which shall not be unreasonably withheld.

SECTION 36. NOTICE; PROPER FORM.

A notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO TOWN : Town of Howey-in-the-Hills, Florida
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737
Attn: Town Manager

COPY TO: Thomas J. Wilkes, Town Attorney
301 East Pine Street, Suite 1400
Orlando, FL 32801

AS TO OWNER: Blue Sky Capital Group LLC
103 Commerce Street
Lake Mary Florida, 32746
Attn. Sadique Jaffer

SECTION 37. TIME AND TERMINATION.

a. Time is hereby made of the essence of this Agreement in all respects.

b. The Town may terminate this Agreement on or after the tenth anniversary of the date of this Agreement, but only if:

   i. The Property has not been annexed, and
   ii. One or more platted or to-be-platted residential lots have not been connected either to the Town's water-utility service or, if the Town is then providing wastewater service to the Property, to the Town's wastewater-utility service (or to both).

c. The Town may exercise its right under this section to terminate the Agreement only by vote of its Town Council. The vote by Town Council to terminate this Agreement may occur no sooner than the tenth anniversary of the date of this Agreement and must occur no later than the eleventh anniversary of the date of this Agreement.

d. If and when this Agreement is terminated:

   i. The Town (or its successor in interest) must continue to provide water and wastewater service in perpetuity to all residential units on the Property receiving such services as of the date of termination; and
   ii. All capital and connection charges and other one-time amounts paid to reserve, for the Property and any lots thereon, capacity in the Town's water system or wastewater system, or both, are forfeited.

e. The petition and consent to annexation survive termination of the Agreement under this section and continue in effect in perpetuity.

f. If the Property is annexed after this Agreement is terminated under this section, connection of residential units to the Town's water- and wastewater-utility systems will be governed by Town ordinances and policies then in effect.

g. The Town's option to terminate this Agreement under this section expires upon annexation of the Property.

SECTION 38. COMPLETE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations, whether verbal or written. This Agreement may not be amended except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement and with such writing approved by vote of the Town Council. Documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, and plans and specifications for the utility facilities as and when approved and filed with the Town are hereby incorporated herein by reference.

SECTION 39. BINDING EFFECT.

This Agreement may be recorded by the Town at the Town's expense, in the Public Records of Lake County, Florida This Agreement shall inure to the benefit of and be binding upon the successors to the parties in interest in the Property and shall constitute a covenant running with the Property. By acceptance of a conveyance, grant, devise, lease, mortgage, or other interest in the Property each grantee, devisee, lessee, mortgagee, and other successor in interest to the Owner, and all parties claiming by, through, or under each such person or entity, agree to be bound by all provisions of this Agreement. For the avoidance of doubt, the provisions binding successors of the Owner expressly include (but are not limited to) the Owner's reimbursement obligations under Section 41.

SECTION 40. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 41. REIMBURSEMENT OF TOWN EXPENDITURES.

The parties expressly agree that this Agreement is entered into by the parties at the request and for the benefit of the Owner in the pursuit of its development business. In the course of drafting, negotiating, approving, and administering this Agreement

the Town has incurred and will incur both (i) substantial out-of-pocket expenses and (ii) substantial expense in the form of time spent by town staff. But for its accommodation of the Owner's business interests and the Owner's pursuit of the development of its Property, the Town would not incur either of those expenses. To avoid those expenses in effect being paid by the general body of Town taxpayers, the Owner must reimburse the Town for all such expenses incurred by the Town directly in the drafting, negotiation, approval, and administration of this Agreement, including (but not limited to) such expenses as legal fees, review of engineering plans and specifications, inspection of construction and installation of utility improvements hereunder, and enforcement expenses. The reimbursement shall be paid by the Owner no later than 30 days after its receipt of an invoice from the Town, showing reasonable itemization of the expenses incurred by the Town and receipts verifying the expenses.

[SIGNATURE PAGES FOLLOW]

As appr'd by TC
(with TC edits)
10-14-2024

WHEREFORE, the parties set their hand and seal as of the dates shown below:

BLUE SKY CAPITAL GROUP, LLC

by: _____
Print: SADIQUE JAFFER
Title: MANAGING MEMBER

ATTEST:

_____
Print: Amal Farah
Witness: _____

_____
Print: Apryl Robinett
Witness: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Seminole **)**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Sadique Jaffer, as managing member of Blue Sky Capital Group, LLC, and they acknowledged executing the same freely and voluntarily and they are personally known to me or provided the following for identification _____. Sworn and subscribed before me, by said persons by means of {✓} physical presence or { } online notarization on the 20 day of November, 2024, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of November, 2024.

(Affix Notary Seal)

_____
Notary Public; State of Florida
Print Name: Stacy Ann Marie Chyle

STACY ANN MARIE CHYLE
Notary Public - State of Florida
Commission # HH 526801
My Comm. Expires Aug 3, 2028
Bonded through National Notary Assn.

As appr'd by TC
(with TC edits)
10-14-2024

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA
by: its Town Council

by: _____
~~Hon. Martha MacFarlane, Mayor~~
Hon Graham Wells, Mayor

ATTEST:

_____
John Brock, Town Clerk

APPROVED AS TO FORM AND LEGALITY:
(for ~~the use~~ and reliance of the Town only)

_____
Thomas J. Wilkes, Town Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF LAKE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to Graham Wells administer oaths and take acknowledgments, personally appeared ~~Martha MacFarlane~~, as Mayor of the Town of Howey-in-the-Hills, Florida, and ~~she~~ he acknowledged executing the same freely and voluntarily. ~~She~~ He is personally known to me.

Sworn and subscribed before me, by said persons by means of {X} physical presence or { } online notarization on the 10th day of December, 2024, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of December, 2024.

(Affix Notary Seal)

John Morgan Brock
Notary Public, State of Florida
Print Name: John Morgan Brock

John Morgan Brock
Notary Public
State of Florida
Comm# HH080696
Expires 1/13/2025

21

As appr'd by TC
(with TC edits)
10-14-2024

EXHIBIT A

THE PROPERTY

[insert legal description]

As appr'd by TC
(with TC edits)
10-14-2024

#61174534 v6

INSTRUMENT#: 2022143195 OR BK 6047 PG 370 PAGES: 5 11/1/2022 10:54:42 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $44.00 DEED DOC:$11340.00

Return to:
Berry J. Walker, Jr., Esquire
Walker & Tudhope, P.A.
225 S. Westmonte Dr., Suite 2040
Altamonte Springs, FL 32714

Prepared by and after
Recording return to:
James G. Willard, Esquire
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and effective as of the 31st day of October, 2022, by **M.L. CARTER SERVICES, INC.**, a Florida corporation, as Trustee of the **CARTER-LAKE 160 NUMBER 2 ROAD LAND TRUST**, pursuant to Section 689.073, Florida Statues, whose address is 3333 South Orange Avenue, Suite 200, Orlando, Florida 32806-8500 (the "**Grantor**"), to **BLUE SKY CAPITAL GROUP, LLC**, a Florida limited liability company, whose address is 103 Commerce Street, Suite 160, Lake Mary, Florida 32746 (the "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all of the parties to this Special Warranty Deed and the successors and assigns of each party. The singular shall be deemed to include the plural, and vice versa, where the context so permits.)

WITNESSETH

THAT, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all that certain land situated in Lake County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof;

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

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

AND the Grantor hereby covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other; and the land is free of all encumbrances except ad valorem real property taxes accruing subsequent to December 31, 2022, and those matters set forth on **Exhibit "B"** attached hereto; provided, however, reference thereto shall not serve to reimpose same.

[SIGNATURE AND NOTARY BLOCK CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Emily Brown
Print Name: Emily Brown

Jessica Satfield
Print Name: Jessica Satfield

M.L. CARTER SERVICES, INC.,
as Trustee of the Carter-Lake 160 Number 2 Road Land Trust, under the provisions of an unrecorded land trust dated October 30, 2015 pursuant to Section 689.073, Florida Statutes

By: _____
Daryl M. Carter, President

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 24th day of October, 2022, by Daryl M. Carter, as President of **M.L. CARTER SERVICES, INC.**, a Florida corporation, the Successor Trustee of the **CARTER-LAKE 160 NUMBER 2 ROAD LAND TRUST**, under the provisions of an unrecorded land trust dated October 30, 2015, pursuant to Section 689.073, Florida Statues. He appeared before me by means of physical presence and is personally known to me.

PAMELA LEE WRAY
Notary Public - State of Florida
Commission # HH 246610
My Comm. Expires Jul 22, 2026
Bonded through National Notary Assn.

Pamela Lee Wray
(Signature of Notary Public)
Print Name: Pamela Lee Wray
Notary Public, State of Florida
Commission No.: HH 246610
My Commission Expires: 07/22/2026

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: 27-20-25-0001-000-03300:

THAT PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2737, PAGES 1678 THROUGH 1680, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LYING IN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 SECTION CORNER OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, AND ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, RUN S00°27'46"W A DISTANCE OF 506.08 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 975, PAGE 1473, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS FIELD MONUMENTED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHWESTERLY LINE RUN THE FOLLOWING THREE (3) COURSES; S 41°36'25"E A DISTANCE OF 89.22 FEET, S41°38'46"E A DISTANCE OF 180.32 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1406.26 FEET TO WHICH A RADIAL LINE BEARS S48°23'43"W; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°21'46" AN ARC DISTANCE OF 107.08 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED AS ENVIRONMENTAL EASEMENT NO. 22, AS FOUND ON PAGE 1463 OF OFFICIAL RECORDS BOOK 1121, PAGES 1441 THROUGH 1478, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE RUN THE FOLLOWING THREE (3) COURSES; S68°35'23"W A DISTANCE OF 16.30 FEET, S44°30'53"W A DISTANCE OF 80.19 FEET, S33°10'29"W A DISTANCE OF 65.77 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE RUN N89°29'24"W A DISTANCE OF 148.97 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 27; THENCE ALONG SAID WEST LINE RUN N00°27'46"E A DISTANCE OF 395.61 FEET TO THE POINT OF BEGINNING.

PARCEL 2: 27-20-25-0003-000-03100:

A PARCEL OF LAND SITUATE IN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BEING THAT PART OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 LYING NORTHERLY OF NUMBER TWO ROAD (PUBLIC ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST 1/4; THENCE SOUTH 89°40'19" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 332.52 FEET; THENCE SOUTH 00°05'49" WEST ALONG THE EAST LINE OF SAID WEST 1/4 243.34 FEET; THENCE NORTHWESTERLY ALONG THE NORTHERLY MAINTAINED RIGHT OF WAY LINE OF NUMBER TWO ROAD (PUBLIC ROADWAY) 410 FEET MORE OR LESS; THENCE NORTH

00°05'49" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 10.09 FEET TO THE POINT OF BEGINNING.

PARCEL 3: 27-20-25-0002-000-00200:

THE NORTH 1/2 OF THE NORTHWEST 1/4; LESS AND EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF THE SOUTHWESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AS TRACT 3, AS RECORDED IN OFFICIAL RECORDS BOOK 1076, PAGE 0802, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID SOUTHWESTERLY BOUNDARY ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COASTLINE RAILROAD; TOGETHER WITH THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4: 28-20-25-0001-000-00100:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2022 and subsequent years, which are not yet due and payable.

2. Easement in favor of Florida Power Corporation, recorded January 23, 1952 in Deed Book 320, Page 637, in the Public Records of Lake County, Florida. (As to Parcel 3)

3. Distribution Easement in favor of Florida Power Corporation, a Florida corporation, recorded October 27, 2000 in Official Records Book 1874, Page 1206, in the Public records of Lake County, Florida. (As to Parcel 3)

4. Distribution Easement in favor of Florida Power Corporation, a Florida corporation, recorded May 30, 2001 in Official Records Book 1953, Page 340, in the Public Records of Lake County, Florida. (As to Parcel 3)

LEGAL DESCRIPTIONS

PARCEL 1:

THAT PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2737, PAGES 1678 THROUGH 1680, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LYING IN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 SECTION CORNER OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, AND ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, RUN S00°27'46"W A DISTANCE OF 508.08 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 975, PAGE 1473, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS FIELD MONUMENTED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHWESTERLY LINE RUN THE FOLLOWING THREE COURSES, S 41°35'25"E A DISTANCE OF 89.22 FEET, S41°38'48"E A DISTANCE OF 180.32 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1405.26 FEET TO WHICH A RADIAL LINE BEARS S48°23'43"W; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°21'45" AN ARC DISTANCE OF 107.08 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED AS ENVIRONMENTAL EASEMENT NO. 22, AS FOUND ON PAGE 1483 OF OFFICIAL RECORDS BOOK 1121, PAGES 1441 THROUGH 1478, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE RUN THE FOLLOWING THREE (3) COURSES, S58°35'23"W A DISTANCE OF 18.30 FEET, S44°30'53"W A DISTANCE OF 80.19 FEET, S33°10'29"W A DISTANCE OF 85.77 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE RUN N89°29'24"W A DISTANCE OF 148.97 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 27; THENCE ALONG SAID WEST LINE RUN N00°27'46"E A DISTANCE OF 395.81 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND SITUATE IN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BEING THAT PART OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 LYING NORTHERLY OF NUMBER TWO ROAD (PUBLIC ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

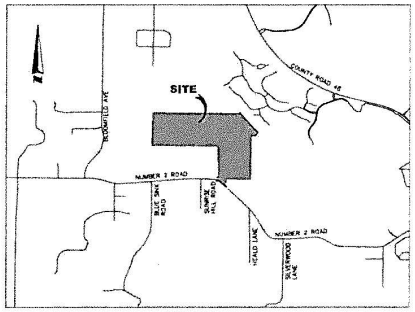
BEGINNING AT THE NORTHWEST CORNER OF SAID WEST 1/4, THENCE SOUTH 89°40'19" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 332.52 FEET; THENCE SOUTH 00°05'49" WEST ALONG THE EAST LINE OF SAID WEST 1/4 243.34 FEET; THENCE NORTHWESTERLY ALONG THE NORTHERLY MAINTAINED RIGHT OF WAY LINE OF NUMBER TWO ROAD (PUBLIC ROADWAY) 410 FEET MORE OR LESS; THENCE NORTH 00°05'49" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 10.09 FEET TO THE POINT OF BEGINNING

PARCEL 3:

THE NORTH 1/2 OF THE NORTHWEST 1/4; LESS AND EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF THE SOUTHWESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AS TRACT 3, AS RECORDED IN OFFICIAL RECORDS BOOK 1078, PAGE 0802, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID SOUTHWESTERLY BOUNDARY ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COASTLINE RAILROAD; TOGETHER WITH THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; ALL IN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

PARCEL 4:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA



VICINITY MAP: 1" = 2,000'

SYMBOL AND ABBREVIATION LEGEND:

CM	CONCRETE MONUMENT
●	RECOVERED MONUMENT (SEE DWG FOR DESCRIPTION)
■	RECOVERED CONCRETE MONUMENT (SEE DWG FOR DESCRIPTION AND SIZE)
●	SET 1/2" IRON ROD & CAP, "LB 6723"
⊡	RECOVERED 4"x4" CONCRETE MONUMENT, AS NOTED
⌑	WOOD POWER POLE
⌑	METAL POWER POLE
—S—	SIGN
ⓦ	WELL
■	GATE POST
⚠	FIBER OPTIC MARKER
→	GUY ANCHOR
☎	TELEPHONE RISER
⊡	ELECTRICAL BOX
⊡	ELECTRICAL METER
R	RADIUS
L	LENGTH
Δ	DELTA
C	CHORD DISTANCE
CB	CHORD BEARING
N	NORTH/NORTHING
E	EAST/EASTING
FND	FOUND
LLC	LIMITED LIABILITY COMPANY
LB	LICENSED BUSINESS
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PNT	POINT OF NON-TANGENCY
±	MORE OR LESS
(D)	DESCRIBED MEASUREMENT
(M)	FIELD MEASUREMENT
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PSM	PROFESSIONAL SURVEYOR & MAPPER
CCR	CERTIFIED CORNER RECORD
R/W	RIGHT OF WAY
(M)	MEASURED
(D)	DEED
IRC	IRON ROD & CAP
LB	LICENSED BUSINESS
RLS	REGISTERED LICENSED SURVEYOR
—OE—	OVERHEAD UTILITY LINE
—O—	FENCE LINE
	ASPHALT PAVEMENT

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NW 1/4 THE NE 1/4 OF SECTION 27-20-25 AS BEING S 00°27'46"W. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)
2. THE LEGAL DESCRIPTION HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.
4. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF INSURANCE TITLE COMMITMENT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 2037-5913729, EFFECTIVE DATE MAY 4, 2022 AT 8:00 AM.
5. THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
6. THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
7. ADJOINING PARCEL OWNER AND RECORDING INFORMATION DELINEATED HEREON WAS OBTAINED FROM THE LAKE COUNTY PROPERTY APPRAISER'S PUBLIC ACCESS SYSTEM.
8. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
9. LANDS SHOWN HEREON ARE IN FLOOD ZONE "X" & ZONE "A", AREAS OF MINIMAL FLOOD HAZARD & AREAS IN THE FLOODPLAIN, DETERMINED BY THE NATIONAL FLOOD INSURANCE RATE MAP PANEL NUMBERS 12069C0480E & 12069C0485E, EFFECTIVE DATE 12/18/2012.
10. WE HEREBY CERTIFY THAT THE LANDS SHOWN HEREON AND THE ADJACENT PARCELS OF LAND, WHERE THEY SHARE A COMMON BOUNDARY LINE, ARE CONTIGUOUS WITH NO GAPS, GORES, HIATUS, OR OVERLAPS
11. THERE ARE NO PLATTED SETBACK OR BUILDING RESTRICTION LINES WHICH HAVE BEEN RECORDED IN SUBDIVISION PLATS AND NO RECORD DOCUMENTS HAVE BEEN DELIVERED TO SURVEYOR FOR SAID LINES
12. TOTAL LANDS SURVEYED: 160.73 ACRES±

SCHEDULE B-II EXCEPTIONS

9. EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED JANUARY 23, 1952 IN DEED BOOK 320, PAGE 537. (AS TO PARCEL 3) (AFFECTS AS DEPICTED HEREON)
10. DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION, A FLORIDA CORPORATION RECORDED OCTOBER 27, 2000 IN BOOK 1874, PAGE 1206 (AS TO PARCEL 3) (AFFECTS AS DEPICTED HEREON)
11. DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION, A FLORIDA CORPORATION RECORDED MAY 30, 2001 IN BOOK 1953, PAGE 340. (AS TO PARCEL 3) (AFFECTS AS DEPICTED HEREON)

CERTIFIED TO:

Blue Sky Capital Group, LLC, a Florida limited liability company
Seaside Bank and Trust, a division of United Community Bank
First American Title Insurance Company
Walker & Tudhope, P.A.
Zimmerman Kiser Sutcliffe, P.A.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.

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

Digitally signed by: James L Rickman
Date: 2022.10.20 10:01:17 -04'00'

ALLEN & COMPANY
Founded in 1955
SURVEYING + MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723

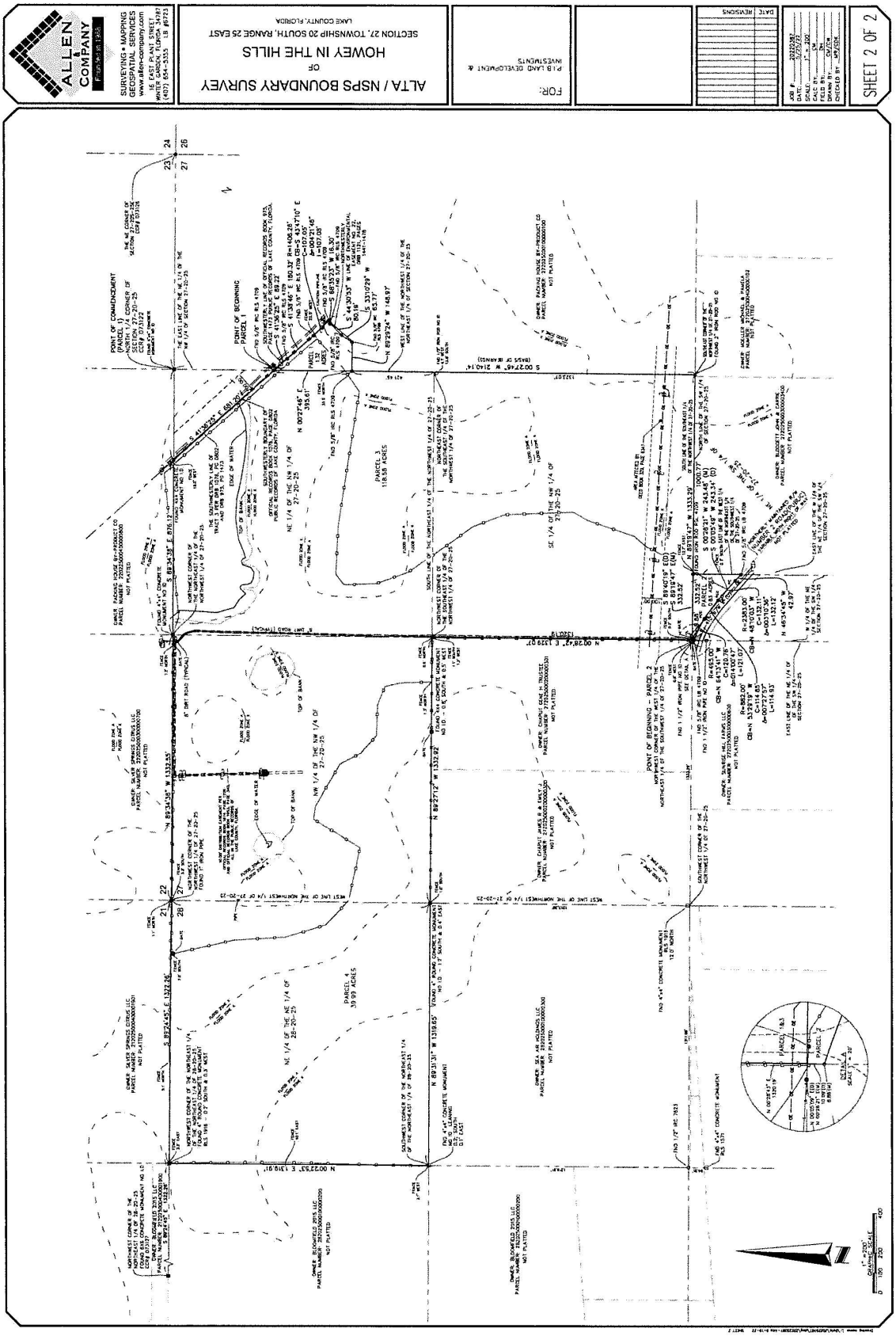
ALTA / NSPS BOUNDARY SURVEY
OF
HOWEY IN THE HILLS
SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

FOR: P.I.B. LAND DEVELOPMENT & INVESTMENTS, LLC

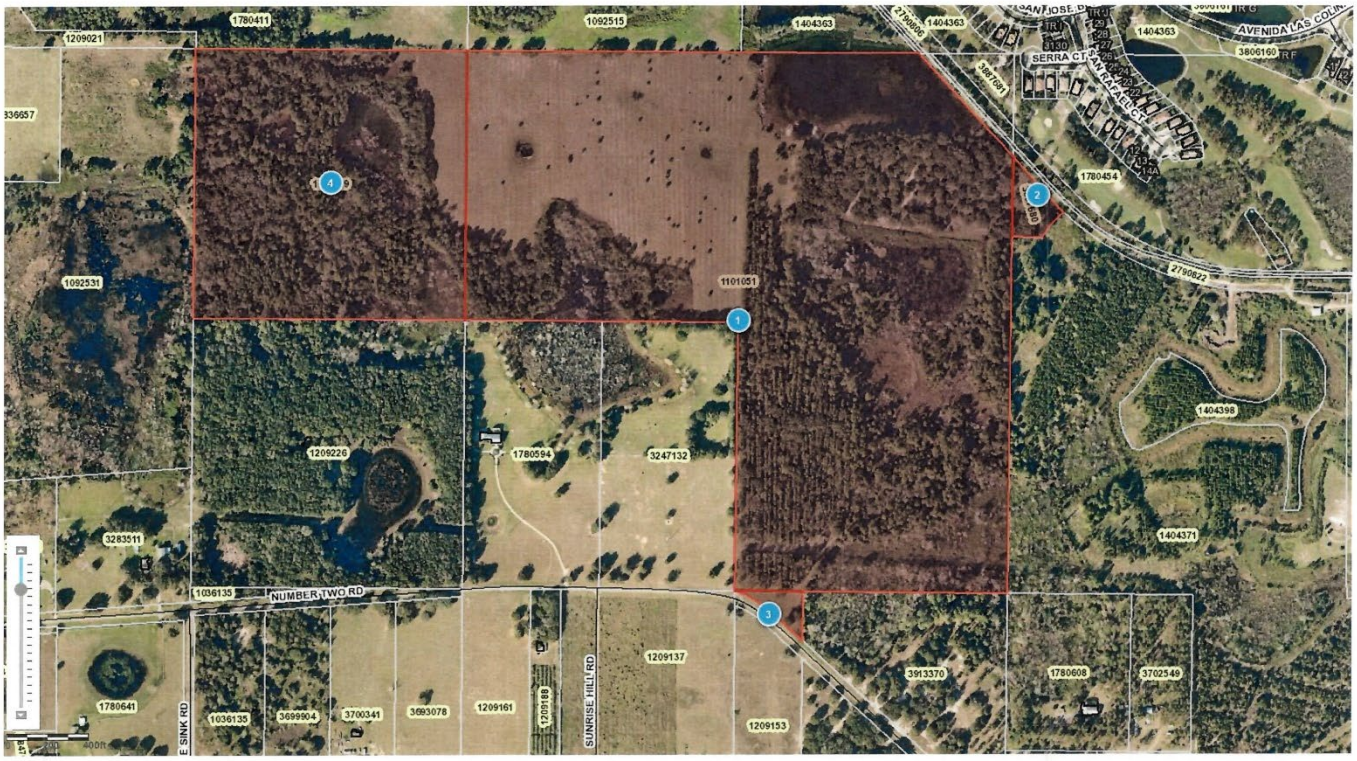
DATE	REVISIONS
6/27/22	ADDED TITLE DATA
10/20/22	ADDED TITLE DATA

JOB # 20220387
DATE 5/25/22
SCALE 1" = 200'
CALC BY CM
FIELD BY CH
DRAWN BY CH/CM
CHECKED BY MR/SDK

SHEET 1 OF 2


ALLEN & COMPANY
Founded in 1926
SURVEYING + MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FL 34787
(407) 654-5355 LB #723
ALTA / NSPS BOUNDARY SURVEY
OF
HOWEY IN THE HILLS
SECTION 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA
FOR:
P18 LAND DEVELOPMENT & INVESTMENTS
DATE
REVISIONS
JOB #
DATE
SCALE
CALC BY
FIELD BY
DRAWN BY
CHECKED BY
SHEET 2 OF 2
POINT OF COMMENCEMENT (PARCEL 1)
NORTH 1/4 CORNER OF SECTION 27-20-25
POINT OF BEGINNING PARCEL 1
PARCEL 1
118.58 ACRES
PARCEL 2
PARCEL 3
PARCEL 4
39.99 ACRES
NE 1/4 OF THE NE 1/4 OF 28-20-25
NW 1/4 OF THE NW 1/4 OF 27-20-25
NE 1/4 OF THE NW 1/4 OF 27-20-25
SE 1/4 OF THE NW 1/4 OF 27-20-25
SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF 27-20-25
NORTHWEST CORNER OF THE NORTHWEST 1/4 OF 27-20-25
NORTHEAST CORNER OF THE NORTHWEST 1/4 OF 27-20-25
SOUTH LINE OF THE NORTHWEST 1/4 OF 27-20-25
WEST LINE OF THE NORTHWEST 1/4 OF 27-20-25
EAST LINE OF THE NW 1/4 OF 27-20-25
S 00°27'46" W 2140.14'
N 00°28'47" E 1329.97'
S 89°34'36" E 1332.92'
N 89°27'17" W 1332.92'
S 89°32'45" E 1322.26'
N 89°31'31" W 1316.65'
N 00°22'55" E 1316.91'
S 00°27'46" W 395.61'
N 89°34'36" W 1333.55'
S 89°19'47" E 333.52'
N 00°27'46" E 1322.26'
S 00°28'47" W 1329.97'
S 00°27'46" W 1322.26'
S 89°19'47" E 333.52'
N 00°27'46" E 395.61'
S 89°34'36" E 1333.55'
N 89°32'45" W 1322.26'
S 89°27'17" E 1332.92'
S 89°31'31" E 1316.65'
N 00°22'55" E 1316.91'
S 00°27'46" W 2140.14'
N 00°28'47" E 1329.97'
S 89°34'36" E 1333.55'
N 89°27'17" W 1332.92'
S 89°32'45" E 1322.26'
N 89°31'31" W 1316.65'
N 00°22'55" E 1316.91'
S 00°27'46" W 395.61'
N 89°34'36" W 1333.55'
S 89°19'47" E 333.52'
N 00°27'46" E 1322.26'
S 00°28'47" W 1329.97

Number 2 Road Howey in the Hills



Attachment "F" – Mitigation/Management Plan

STRINGFELLOW PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: *Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands*

1. Habitat-Specific Management Practices

1.1 Oak Hammocks

- Understory Management: Use minimal disturbance methods, preserve leaf litter, avoid heavy machinery near roots.
- Invasive Species Control: Conduct periodic site inspections and remove invasives (e.g., Brazilian pepper) via targeted methods.
- Resident Education: Discourage exotic ornamentals or invasive species.

1.2 Pine Flatwoods

- Fire Management: Use mulching, grazing, hand-felling or roller chopping in coordination with local authorities if Pine Flatwoods mature to need such treatments.
- Vegetation Enhancement: Allow native grasses and forbs to seed (e.g., wiregrass, bluestem).
- Invasive Species Control: Monitor and remove promptly with herbicides as needed.

1.3 Open Prairie

- Maintaining Prairie Structure: Conduct mechanical brush removal to limit woody encroachment.
- Enhancing Native Diversity: Introduce or retain native wildflowers and grasses to support pollinators.

1.4 Wetlands

- Buffer and Hydrology: Maintain vegetated buffers, restrict fertilizer/pesticide use, preserve drainage patterns.
- Vegetation and Wildlife Management: Remove invasive aquatic plants and promote native emergent vegetation (e.g., pickerelweed).
- Erosion Control: Use silt fencing, riparian plantings, and stable drainage designs during and post-construction.

Attachment "F" – Mitigation/Management Plan

STRINGFELLOW PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: *Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands*

2. Implementation Timeline

- Before Site Development
  - Finalize conservation easements, buffers, and development footprints.
  - Conduct baseline ecological surveys in accordance with SJRWMD permitting.
- During Site Development
  - Conduct appropriate clearings to maintain native species to the maximum extent possible.
  - Initiate targeted invasive species removal.
- Post Development Years 1–5
  - Conduct follow-up maintenance.
  - Monitor habitat conditions in accordance with SJRMWD permitting; adjust invasive control as needed.
- Ongoing
  - Annual assessments, adaptive management revisions, continued community outreach.

---

3. Allocation of Responsibilities and Maintenance Guidelines

To ensure the effective upkeep of the protected and open spaces (including associated facilities), the following Maintenance Responsibility Matrix outlines required tasks, recommended timing, location, personnel, and cost estimates. These guidelines will be implemented and maintained by the Homeowner's Association.

Task	Timing/Season	Location	Responsible Party*
Mechanical Thinning	Late Winter / Early Spring (frequency as recommended by environmental consultant).	Pine Flatwoods, Open Prairie	- Approved Contractors

Attachment "F" – Mitigation/Management Plan

STRINGFELLOW
PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: *Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands*

Invasive Species Removal	Annually at a minimum or as indicated by site walks.	All habitats (oak hammocks, pine flatwoods, prairies, wetlands)	- Certified Applicators - Homeowners Association Maintenance Crew - Volunteer Groups
Native Species Planting	Fall or Early Spring	Degraded areas of hammocks, flatwoods, prairie edges, wetland buffers	- Landscaping Contractors -Homeowners Association Maintenance Crew - Community Volunteers
Understory Management	As needed (often late fall or winter to minimize disturbance)	Oak Hammocks, Pine Flatwoods	- Licensed Arborist -Homeowners Association Maintenance Crew - Volunteer Teams (for debris removal)
Mowing / Brush Management	Seasonal (2-3 times/year)	Open Prairie edges, select pathways	- Landscape Contractor - Maintenance Staff - Homeowners Association Maintenance Crew

Attachment "F" – Mitigation/Management Plan

STRINGFELLOW PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: *Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands*

Erosion Control & Drainage Maintenance	Ongoing inspections	Wetlands, ditches, drainage swales	- Homeowners Association Maintenance Crew
Annual Habitat & Wildlife Site Walks	Annually (Spring)	All designated conservation areas	- Environmental Consultant - Homeowners Association Maintenance Crew - Trained Volunteers
Mechanical thinning and Understory Management: $25/ac annually = $1,250/year Invasive Species Removal: $1,500/year Native Species Planting: As needed by special assessment. Mowing / Brush Management: $1,500 per mow (@ 3x / year) = $4,500/year Erosion Control & Drainage Maintenance: Inspections included with mowing. Annual Habitat Site Walks: $1,000/year Estimate Total Annual Cost: $8,250 annually			
* The homeowners association is responsible for funding of all the common and conservation areas.			

---

4. Funding, Staffing, and Insurance

1. Maintenance Cost Estimates and Funding Mechanisms
    - Homeowners' Association (HOA) Dues: A portion of HOA fees is earmarked for habitat management, insurance, and capital improvements.
    - Special Assessments: These may be established for major one-time expenses (as needed).

Attachment "F" – Mitigation/Management Plan



STRINGFELLOW
PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: *Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands*

- Grants and Partnerships: The community may seek state/federal grants or partner with conservation NGOs for specialized projects, such as wetland restoration or prescribed burning.

2. Staffing Requirements
   - Contractors and Certified Professionals: Hired as needed for mulching/grubbing, invasive species control, arborist work, and engineering services.
   - Community Association Maintenance Crew: Handles routine tasks such as mowing, minor erosion control measures, and assisting with volunteer events.
   - Volunteers: Residents can assist under professional guidance, helping reduce labor costs and bolstering community engagement.
3. Insurance Coverage
   - General Liability Insurance: Covers volunteers, contractors, and the HOA during maintenance and management tasks.
4. Future Adjustments
   - Annual budget reviews by the HOA (or designated management entity) will ensure funds remain adequate for ongoing conservation tasks.

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5. Plan Revisions and Approval Process

Any changes, amendments, or additions to this Plan shall be submitted to the County Manager or their designee for review and approval. This ensures that modifications remain consistent with county regulations, environmental best practices, and the long-term conservation goals of the community.

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6. Enforcement of the Plan

1. HOA and Covenants
   - The Homeowners' Association (HOA) has the authority to enforce compliance through community bylaws and covenants.
   - Violations (e.g., unauthorized clearing, planting invasive ornamentals) can trigger fines or mandatory remediation.
2. County Oversight
   - The County may conduct periodic inspections to verify compliance with approved management practices.

Attachment "F" – Mitigation/Management Plan



STRINGFELLOW
PLANNING & DESIGN

CONSERVATION LAND MANAGEMENT PLAN

Cedar Creek: *Featuring Oak Hammocks, Pine Flatwoods, Open Prairie, and Wetlands*

- Non-compliance may result in penalties under county ordinances or requirements for corrective action.

3. Reporting and Transparency
   - Annual reports summarizing maintenance activities, costs, and ecological outcomes will be submitted to the HOA Board and made available to the County upon request.
   - The report will detail all tasks completed (including timings, personnel, and associated costs) and address any changes to management strategies.

Attachment "G"-Community Meeting Information

Cedar Creek
Community Meeting Notes

September 23, 2025 5:00 pm to 7:00 pm
Howie-in-the-Hills Library

Public Comments & Questions: The following comments and questions were received in the community meeting. Responses are in blue.

1. **Property Location**
    - Clarification requested on the exact location of the property. A map was shown at the meeting.
2. **Management Plan**
    - Copy of the management plan requested. A copy will be provided.
    - Question: Who is the management company overseeing conservation efforts? This will be handled as required by the LDC and will be funded by the to be formed Property Owners Association for the community.
3. **Utilities**
    - Questions regarding septic and well systems. Individual high efficiency septic systems, specifically, Aerobic Treatment Units (ATU) are proposed for each lot with a package water plant providing potable water and fire protection capacity.
    - Concern about local wells: ability to supply 1,000 gallons per minute for fire hydrants. Consumptive Use permits will be required and fire protection will be provided with an above ground storage tank and pumps.
4. **Annexation**
    - Question raised: Could the property be annexed into Howey-in-the-Hills? The property is not eligible at this time as it is not contiguous to the town.
5. **Development Plans**
    - What is the proposed development plan for the 40 acres? Nothing is currently proposed but per requirements, an access easement will be provided to the property.
    - Can the 40 acres be donated or placed into permanent conservation? Not in consideration at this time.
    - Request to consider making some lots 1 acre in size. The applicant noted this request, however this causes challenges with the intent of the conservation subdivision standards.

Attachment "G"-Community Meeting Information

Cedar Creek September 23, 2025 5:00 pm to 7:00 pm
Community Meeting Notes Howie-in-the-Hills Library

the 100' buffer? Stabilization will be subject to Fire Marshall requirements.

- Request for wider turn lanes. A 3-way stop condition at the entrance with Number 2 Road is recommended for safety and traffic calming.
- Concern: No. 2 Road is too small to handle additional traffic. Noted.
- Request for a traffic safety analysis on the blind curve, with an updated TIA to address safety standards. Applicant to address during in the design and review process.

8. **Environmental Concerns**
   - Request to maintain wildlife corridors and connectivity between properties. Connectivity is provided.
   - Questions about drainage impacts:
     - How will new ponds be created and interconnected? These will be new ponds. Interconnecting the ponds is unknown at this time.
     - Will existing wetlands be affected? No.
   - Concerns regarding floodplain impacts: Are portions of the site within a floodplain? All floodplain requirements will be met throughout the design phase of the project and will be permitted through the County and Water Management District.
   - How many acres of wetlands will be preserved? Approximately 40 acres.
9. **Trails & Public Access**
   - What trails and sidewalks will be provided? The internal rural roads are not proposed to have sidewalks.
   - Will there be public access to the trail system? The conservation area is required to allow public access per code. Any walking paths will be unpaved.
10. **Process & Timeline**
    - What is the submittal process? Conceptual Sketch Plan > Preliminary Plat > Construction Plans > Construction
    - When will preliminary plats be submitted? After the completion of the Conceptual Sketch Plan process and public hearing.

Attachment "G"-Community Meeting Information

Cedar Creek September 23, 2025 5:00 pm to 7:00 pm
Community Meeting Notes Howie-in-the-Hills Library

- Questions about the lot layouts and setbacks. A typical lot plan will be provided.
- Request for details on building footprints and lot specifications. A typical lot plan will be provided.
- What is the pricing of the homes? Unknown at this time but could range from $300K to $600k.

6. **Design & Character**
   - Suggestion to include green strips behind houses that are back-to-back. The applicant will consider including this change.
   - Concerns about maintaining rural character along roadways per County Code:
     - Development should improve or protect rural character along corridors. Scenic views and vistas should remain unblocked. No perimeter fence is proposed in line with rural character and the perimeter buffers will be maintained in their natural state where possible.
     - Consider "no-build, no-plant" or "no-cut" buffers along roadways and wooded areas. Significant tree save and tree protection areas are proposed.
   - Preservation of tall board trees requested. Applicant confirmed this area is designated as preservation.
   - Entrance signage and features should reflect a rural character. Recommended no signage. Applicant plans to address this comment.
   - What type of fencing will be used on the property? No perimeter fence is proposed. A rural (farm or picket fence) is required along the rear of the lots to designate the separation between the public and private realms.
   - Request for more landscape and buffer details, including southwest buffer design. Noted and to be provided during in the design and review process.

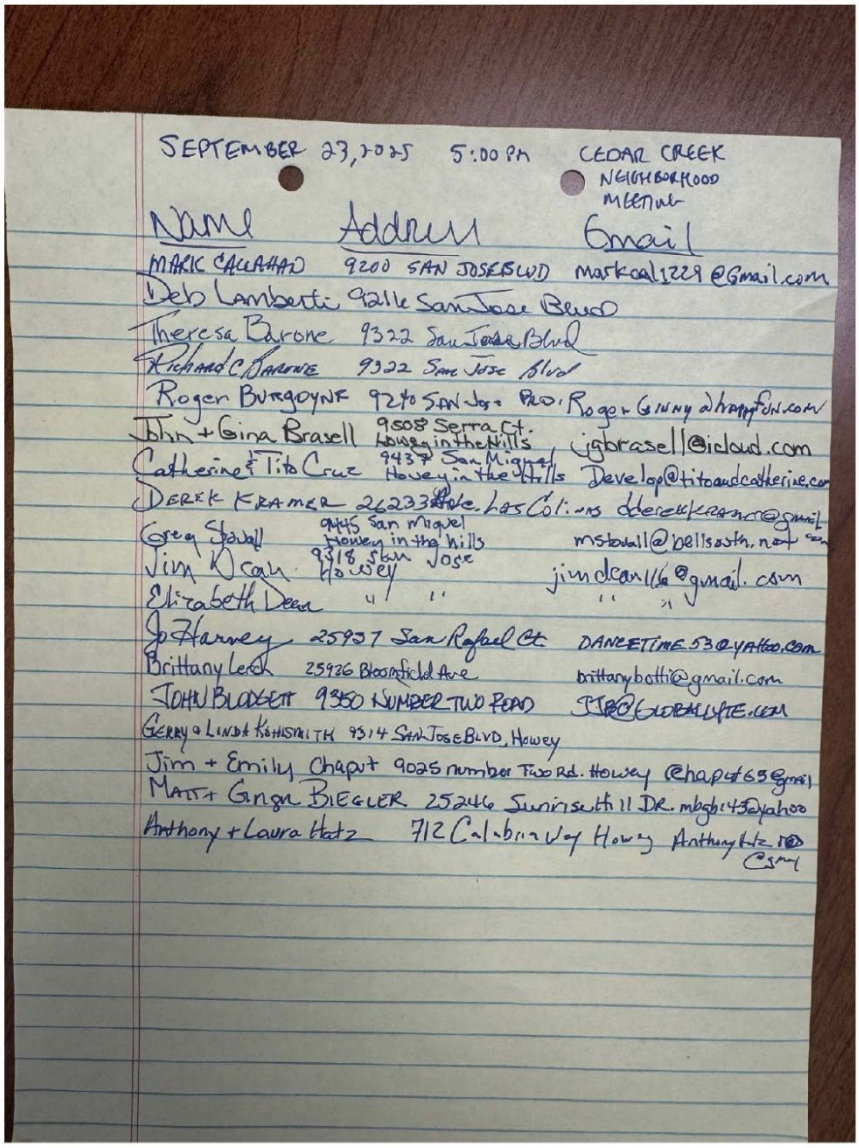
7. **Access & Circulation**
   - Location and design of emergency access: Is it paved or stabilized? Will it conflict with

Attachment "G"-Community Meeting Information

Cedar Creek
Community Meeting Notes

September 23, 2025 5:00 pm to 7:00 pm
Howie-in-the-Hills Library

Meeting Sign in Sheet Attendance: 24



SEPTEMBER 23, 2025 5:00 PM CEDAR CREEK NEIGHBORHOOD MEETING

Name	Address	Email
MARIC CALLAHAN	9200 SAN JOSE BLVD	markcal1229@Gmail.com
Deb Lamberti	9216 San Jose Blvd	
Theresa Barone	9322 San Jose Blvd	
Richard C Barone	9322 San Jose Blvd	
Roger Burgoyne	9270 San Jose Blvd.	Roger+Ginny@happyfun.com
John + Gina Brasell	9508 Serra Ct. Howey in the Hills	jgbrasell@icloud.com
Catherine & Tito Cruz	9437 San Miguel Howey in the Hills	Develop@titoandcatherine.com
Derek Kramer	26233 Blvd. Las Colinas	derekkramer@gmail.com
Greg Stovall	9415 San Miguel Howey in the hills	mstovall@bellsouth.net
Jim Dean	9318 San Jose Howey	jimdean116@gmail.com
Elizabeth Dean	" "	" "
Jo Harvey	25937 San Rafael Ct	DANEETIME53@YAHOO.COM
Brittany Leech	25926 Bloomfield Ave	brittanybatti@gmail.com
JOHN BLOCKETT	9350 NUMBER TWO ROAD	JTBC@GLOBALVIA.COM
GERRY & LINDA KOHLSMITH	9314 SAN JOSE BLVD, HOWEY	
Jim + Emily Chaput	9025 number Two Rd. Howey	@chaput65@gmail
MATT + GINGER BIEGLER	25246 Sunriseth II DR.	mbgb145@yahoo
Anthony + Laura Hatz	712 Calabria Way Howey	Anthonyhatz.rbc Cgmail

Attachment "H"-School Letter

201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias, MAOM
District 2
Tyler Brandeburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

August 12, 2025

Mr. Alex Stringfellow
Stringfellow Planning
PO Box 564
Winter Park, Florida 32790

RE: Cedar Creek – Lake County
Adequate Public Facilities Determination (APF10-2025)
Alt Keys: 1101051, 3852069

Dear Mr. Stringfellow:

The School District has reviewed the above-referenced development project information proposing 97 single-family dwelling units on approximately 119 acres. The subject property is located north of Number Two Road, between Blue Skink Road and the Mission Inn in the Howey and the Hills area. This property is located in Lake County Schools Concurrency Service Area (CSA) #10.

The proposed development has the potential to generate approximately 31 new students for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected capacities are as follows:

- **Astatula Elementary School** — **91%** Capacity
- **Tavares Middle School** — **81%** Capacity
- **Tavares High School** — **97%** Capacity

Currently, the district's Five-Year Capital Plan does not include any projects that would provide relief to the assigned schools. However, the District is aware of the residential growth in this area and will continue to monitor the development to determine the need and timing of capacity relief projects in the future.

Please be advised that the information contained in this letter **does not** constitute a school concurrency review. The capacities referenced above do not include current valid capacity reservations. Proportionate share mitigation may be required at the time of school concurrency review. Should you have any questions or need additional information don't hesitate to get in touch with me at (352) 253-6694 or by email at lavalleyh@lake.k12.fl.us.

Sincerely,

Helen LaValley
Growth Planning Department

Encl: Adequate Public Facilities Analysis

"Equal Opportunity in Education and Employment"

Attachment "H"-School Letter

Lake County Schools
Adequate Public Facilities Determination

REVIEWING AUTHORITY	**Lake County Schools**
PROJECT NAME/CASE#	**Cedar Creek (Unincorp. Lake County) / APF10-2025**
ITEM DESCRIPTION	97 Single-family units on +/- 119 acres
LOCATION	North of Number Two Road, between Blue Skink Road and Mission Inn.
Alt Key Numbers	3852069, 1101051

	SF-DU	MF-DU	MH-DU	SF Impacts	MF Impacts	MH Impacts
NEW DU IMPACT (units)				**97**	**0**	**0**
STUDENT GENERATION	0.312	0.268	0.170	30	0	0
Elementary School	0.140	0.145	0.087	14	0	0
Middle School	0.072	0.059	0.041	7	0	0
High School	0.100	0.064	0.042	10	0	0

*Students generated may differ from distribution percentages due to rounding

CSA # 10

	Enrollment 2024-2025	Permanent Capacity	Projected Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity Project
Assigned Schools:						
Astatula Elementary	633	709	89%	647	91%	No
Tavares Middle	933	1,157	81%	940	81%	No
Tavares High	1,460	1,520	96%	1,470	97%	No

Lake County School District Five-Year Plan, Fiscal Year 2024/2029

Comments: Sidewalks and pedestrian access were not reviewed. Already reserved capacity is not included in the % of permanent capacities.

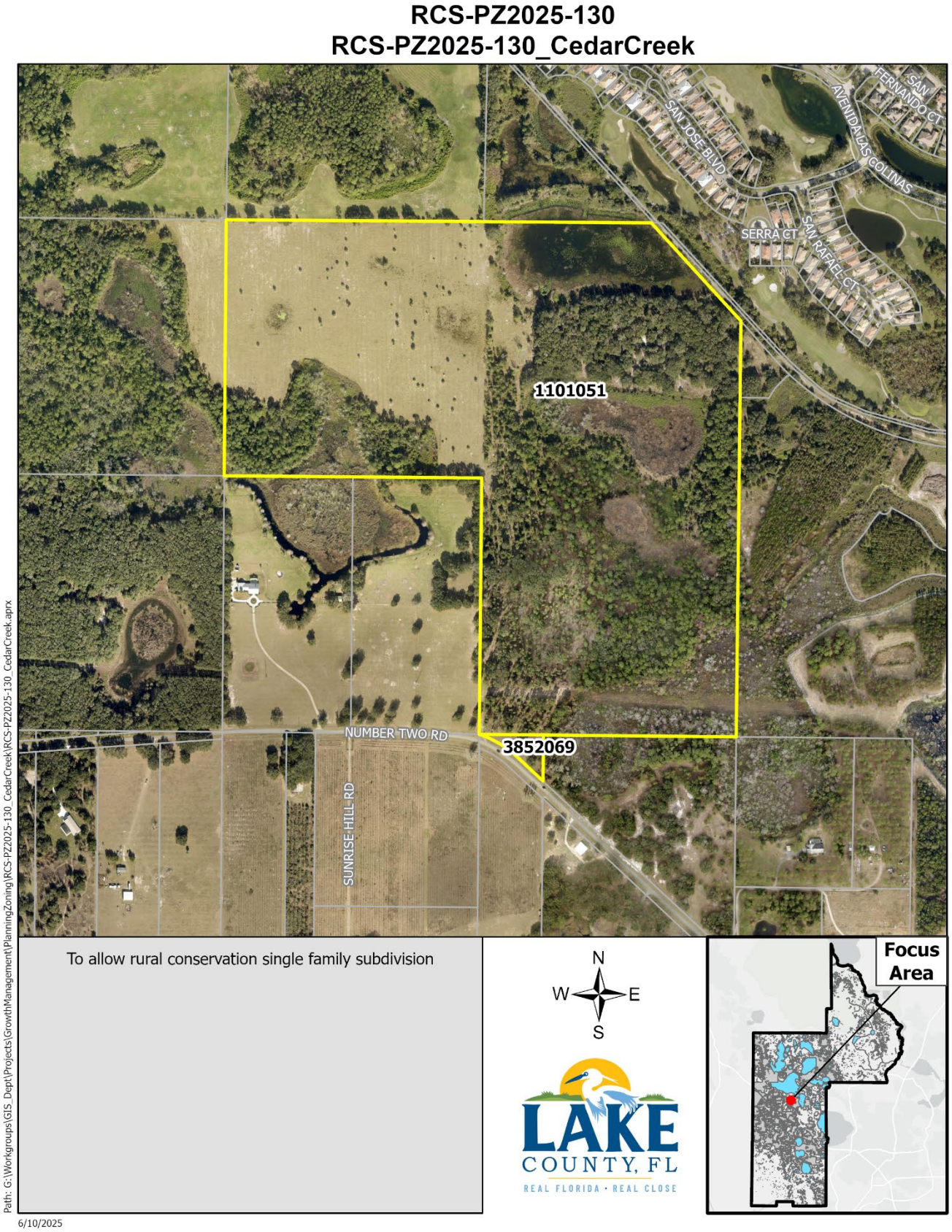
Please note that this is NOT a School Concurrency capacity reservation.

***Permanent capacity does not include relocatables/portables.**

This review does not include already reserved capacities.

Prepared by: Helen LaValley, Lake County Schools Growth Planning Dept. **Issue Date:** 8/12/2025

Aerial Map


RCS-PZ2025-130
RCS-PZ2025-130_CedarCreek
SAN JOSE BLVD
SAN FERNANDO CT
AVENIDA LAS COLINAS
SERRA CT
SAN RAFAEL CT
1101051
3852069
NUMBER TWO RD
SUNRISE HILL RD
To allow rural conservation single family subdivision
N
W
E
S
LAKE
COUNTY, FL
REAL FLORIDA · REAL CLOSE
Focus Area
Path: G:\Workgroups\GIS_Dept\Projects\GrowthManagement\PlanningZoning\RCS-PZ2025-130_CedarCreek\RCS-PZ2025-130_CedarCreek.aprx
6/10/2025

RESOLUTION NO. 2026-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, CONSIDERING A RURAL CONSERVATION SUBDIVISION DENSITY BONUS FOR THE PROJECT KNOWN AS CEDAR CREEK (PZ2025-130) PURSUANT TO SECTION 17.05.00, LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, LOCATED IN THE UNINCORPORATED AREA OF HOWEY-IN-THE-HILLS, IDENTIFIED AS ALTERNATE KEY NUMBERS 1101051 AND 3852069, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 24, 2023, the Board of County Commissioners adopted Ordinance No. 2023-09, which created Chapter XVII, Lake County Code, Appendix E, Land Development Regulations (LDR), entitled *Rural Conservation Subdivision Design Standards*; and

WHEREAS, LDR Section 17.05.00, the Board of County Commissioners (Board) may approve, approve with conditions, or deny an application for optional density bonus after holding a public hearing and it is determined that the applicant has met one of the bonus criteria set forth in Section 17.05.02 or Section 17.05.03; and

WHEREAS, Blue Sky Capital, LLC (Owner) and Alex Stringfellow from Stringfellow Planning (Application), did submit a Conceptual Sketch Plan proposing a residential development to be known as Cedar Creek consisting of approximately ninety-seven (97) residential units. Of the ninety-seven (97) residential units, eleven (11) residential units are requested as a density bonus because the Owner has designed the project to include an additional 10.02 acres of open space; and

WHEREAS, pursuant to LDR Section 17.05.02, entitled *To Encourage Additional Open Space,* for each additional acre of open space provided over the minimum requirements, a developer can request up to two (2) additional building lots or dwelling units. Based upon the additional 10.02 acres of open space being provided, if approved by the Board, up to twenty (20) additional units may be permissible, but the Owner is only requesting eleven (11) additional units; and

WHEREAS, on April 7, 2026, the Board of County Commissioners reviewed the request for a Rural Conservation Subdivision Density Bonus, reviewed the staff report, and considered any comments, favorable or unfavorable from the public and surrounding property owners at a public hearing duly advertised.

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

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. **Density Bonus**. The request for an additional eleven (11) additional building lots or dwelling units is hereby granted with the following conditions:

A. The Cedar Creek Project must provide sixty-three percent (63%) of qualifying open space in accordance with LDR Section 17.05.02, and Comprehensive Plan Policy I-1.4.6.1.

B. The Cedar Creek Project must comply with all other provisions of Chapter XVI, entitled *Rural Conservation Subdivision Design Standards*, and all other applicable provisions of the Land Development Regulations and Comprehensive Plan.

Section 3. **No Estoppel:**

A. Approval of a Density Bonus cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

B. Approval of a Density Bonus shall not constitute an approval of the Conceptual Sketch Plan. The Conceptual Sketch Plan must still meet all other requirements of the applicable Land Development Regulations and Comprehensive Plan.

Section 4. **Effective Date.** This Resolution shall take effect on the day it is Passed and Adopted by the Board of County Commissioners.

PASSED AND ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh,
County Attorney

REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	5
Public Hearings:	Planning & Zoning Board (PZB): April 1, 2026
	Board of County Commissioners (BCC): May 5, 2026
Case No. and Project Name:	PZ2023-262, Iglesia Cristiana Pentecostal
Commissioner District:	District 2 – Sean Parks
Applicant(s):	Ernest Portalatin
Owner(s):	Iglesia Cristiana Pentecostal De Clermont, Inc.
Requested Action:	Rezone approximately 2.63 +/- gross acres from Agriculture District (A) to Community Facility District (CFD) to accommodate development of a place of worship.
Staff Determination:	Staff finds the rezoning consistent with the Comprehensive Plan and Land Development Regulations (LDR).
Case Manager:	Corey DeVogel, Planner I
PZB Recommendation:	Approved on the Regular Agenda with a vote of 4 – 0.

Subject Property Information

Size:	2.63 +/- acres
Location:	13131 County Road 561A, in the unincorporated Clermont area
Alternate Key No.:	1743931
Future Land Use Category:	Rural (Attachment "A")
Current Zoning District:	Agriculture (A) District (Attachment "B")
Proposed Zoning District:	Community Facility District (CFD) (Attachment "C")
JPA/ISBA:	South Lake Interlocal Service Boundary Agreement Area (ISBA)
Overlay/Rural Protection Area:	Lake Apopka Basin Area Overlay District (Attachment "D")
Flood Zone:	"X"
BMAP Location:	Upper Ocklawaha

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Rural	Agriculture (A)	Residential and Agricultural	Single-Family Residences on Large Tract of Agriculture Land, one parcel contains Agriculture Classification from the Property Appraiser's Office
South	Minneola Ridge Mixed Use Residential	Planned Unit Development (PUD)	Right-of-Way and Agricultural	Vacant Agriculture South of County Road 561A
East	Rural	Agriculture (A)	Residential and Agricultural	Large Tract of Agriculture Land with Single-Family Residence that contains Agriculture Classification from the Property Appraiser's Office
West	Rural	Agriculture (A)	Residential	Single-Family Residence on Large Tract of Agriculture Land

- Summary of Analysis -

The subject parcel is identified by Alternate Key Number 1743931 and contains approximately 2.63 +/- gross acres. The subject parcel is zoned Agriculture (A) District; designated with a Rural Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and located within the Lake Apopka Basin Area Overlay District. The subject parcel is currently undeveloped.

The Applicant is requesting a rezoning from Agriculture (A) District to Community Facility District (CFD) to accommodate the development of a place of worship.

The Concept Plan depicts a 7,337 square foot, single-story house of worship, utilizing an estimated chair count of 150. The proposed Concept Plan depicts 75 parking spaces and 3 handicap accessible parking spaces. The proposed development is to be accessed by County Road 561A (Attachment "E").

Table 1. Existing and Proposed Development Standards.

	Zoning District	Maximum ISR	Proposed ISR	Maximum Floor Area Ratio	Proposed Floor Area Ratio	Maximum Building Height	Proposed Building Height
Existing	A	10%	N/A	0.10	0%	40-Feet	N/A
Proposed	CFD	35%	48.29% (Per Site Plan)	1.0	0.06%	50-Feet	50-Feet

Note: Pursuant to Lake County Comprehensive Plan Policy I-1.4.4, the maximum allowable ISR for the subject property within the Rural Future Land Use Category is 35%.

The subject property is located within the Lake Apopka Basin Area Overlay District, and the request is consistent with Lake County Comprehensive Plan Objective I-6.3, entitled *Lake Apopka Basin Overlay District*, which is intended to protect and preserve the Lake Apopka Basin as a natural resource. The rezoning request is consistent with Comprehensive Plan Policy I-6.3.4, entitled *Permitted Uses within the Lake Apopka Basin Overlay District*, which allows residential, commercial and office uses within designated areas provided that development is clustered on the landward portion of the property, and away from environmentally sensitive features and habitat.

The subject property is located within the South Lake Interlocal Service Boundary Agreement (ISBA) within the area identified as the City of Minneola ISBA boundary, and the application was provided to the City of Minneola to review for a determination of consistency with their regulations. The City of Minneola provided comments (Attachment "F").

For background purposes, there are no previous ordinances associated with the subject property.

The Applicant provided a Project Narrative as shown on Attachment "G".

– Staff Analysis –

LDR Section 14.05.03 (Standards for Review)

A. Whether the rezoning is in conflict with any applicable provisions of the Code (Land Development Regulations).

The request is consistent with Land Development Regulations (LDR) Section 3.00.02, entitled *Purpose and Intent of Districts*, which establishes lands that benefit the public and general welfare.

The request is consistent with LDR Section 3.00.03, entitled *Consistency of Zoning Districts with Lake Use Classifications*, which indicates that the CFD zoning district is allowed in the Rural Land Use Category.

The proposed use is consistent with LDR Section 3.01.02, entitled *Classification of Uses*, which defines a Church as "*a building used for nonprofit purposes by a recognized and legally established sect solely for the purpose of worship"*.

The request is consistent with LDR Table 3.01.03, entitled *Schedule of Permitted and Conditional Uses,* which specifies the allowance of Churches within the CFD zoning district.

The proposed height of the Place of Worship is consistent with LDR Section 3.02.06, which allows the height of building within CFD at a maximum of 50-feet.

New development will be required to meet all criteria specified in the LDR, as amended.

B. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The request is consistent with Comprehensive Plan Policy I-1.4.1, entitled *Elements of Rural Character*, as the proposed development will be located towards the rear of the property, away from the road, which will also only utilize one entrance off County Road 561A.

The request is consistent with Comprehensive Plan Policy I-1.4.4, entitled *Rural Future Land Use Category,* which notes that religious organizations are a typical use. The Applicant seeks to rezone the subject parcel from Agriculture (A) to Community Facility District (CFD) to accommodate a place of worship, and religious education uses, while maintaining its existing FLUC of Rural.

The Concept Plan demonstrates the proposed building height as being consist with Comprehensive Plan Policy I-1.2.3, entitled *Building Heights within Future Land Use Categories*, which allows for a maximum height for non-residential buildings of 75-feet.

Future Site Plan must demonstrate consistency with Lake County Comprehensive Plan Policy I-1.4.4, entitled *Rural Future Land Use* Category, which allows for a maximum impervious surface ratio of 35% for civic uses.

The request is also consistent with Comprehensive Plan Objective I-6.3, entitled *Lake Apopka Basin Overlay District*, which is intended to protect the Lake Apopka Basin as a natural resource.

New development will be required to meet all criteria specified in the Comprehensive Plan.

C. Whether, and the extent to which, the proposed rezoning is inconsistent and proposed land uses.

The request to rezone to Community Facility District (CFD) for a place of worship is consistent with the adjacent neighboring properties, which include vacant land, residential, and agricultural uses as stated in the Adjacent Property Land Use Table above. Pursuant to LDR Table 3.00.03, the proposed zoning is compatible with all surrounding Future Land Uses. This rezoning request would rezone approximately 2.63 +/- acres from Agriculture (A) District to Community Facility (CFD) District as shown in the Concept Plan. Two separate Planned Unit Developments (PUD) within the City of Minneola are near the subject property, potentially benefiting the surrounding PUDs.

The proposed place of worship may provide the neighboring properties established with residential uses an additional community facility use that may benefit the neighboring residents.

D. Whether there have been changed conditions that justify a rezoning.

No immediately surrounding properties have been rezoned within the last five (5) years, nor has the subject property been rezoned. Two nearby PUDs have been established to the south, and to the east, within the City of Minneola's jurisdiction

E. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities.

Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services.

Water and Sewage

The subject parcel is located within the South Lake Interlocal Service Boundary Agreement Area; the City of Minneola provided documentation indicating that the *"Potable water and central sewer is not available for the subject parcel"* (Attachment "H"). As utilities are not available to site, the septic tank system and well shall be consistent with the Florida Department of Health/Florida Department of Environmental Protection regulations, as amended.

Schools

No adverse impacts are anticipated to levels of service (Attachment "I").

Parks

No adverse impacts are anticipated on parks (Attachment "J").

Solid Waste

The Office of Solid Waste has no objections to the request. If approved, the owner(s) will be responsible for arranging waste collection services through a County-authorized commercial hauler (Attachment "K").

Public Safety

Lake County Fire Station #85 is located less than five (5) miles from the subject property at 17105 Porter Street in Montverde. Fire protection water supply and emergency access will be addressed during the site plan review process, should the conditional use permit be approved by the Board.

Transportation Concurrency

The standard Level of Service (LOS) for the impacted roadway of "D" with capacity of 752 trips in the peak direction. Currently the impacted segment from Turnpike Road/CR 561 to Scrub Jay Lane is operating at nineteen percent (19%). This project will be generating approximately four (4) PM peak hour trips, in which two (2) trips will impact the peak hour direction. The impacted roadway CR 561A will be operating at a LOS of "C". Application approved as project is de minimis (Attachment "L"). A traffic exemption form will be required.

F. Whether, and the extent to which, the proposed rezoning would result in significant adverse impacts on the natural environment.

An environmental assessment will be submitted with site plan application to indicate the presence of vegetation, soils, wetlands, threatened and endangered species on the site. Any required State permit or mitigation will be obtained before development can commence. All sensitive resources will be addressed through the development review process. New development will be required to meet all criteria specified by the Comprehensive Plan and the LDR.

G. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

There is no information within the rezoning application that specifies the effects on area property values.

The Applicant provided the following statement as part of their justification statement: "*The rezoning will not cause a materially adverse effect on the surrounding environment and the proposed redevelopment will cohesively mesh within the surrounding properties."*

H. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

The subject parcel is surrounded by large tracts of lands developed with residential and agricultural and the proposed place of worship will provide the surrounding community with an additional community facility use that may benefit the neighboring residents.

To ensure that the proposed rezoning does not disrupt the existing orderly, logical development pattern in the area an Environmental Assessment (EA), and noise study will be required at the time of development application review.

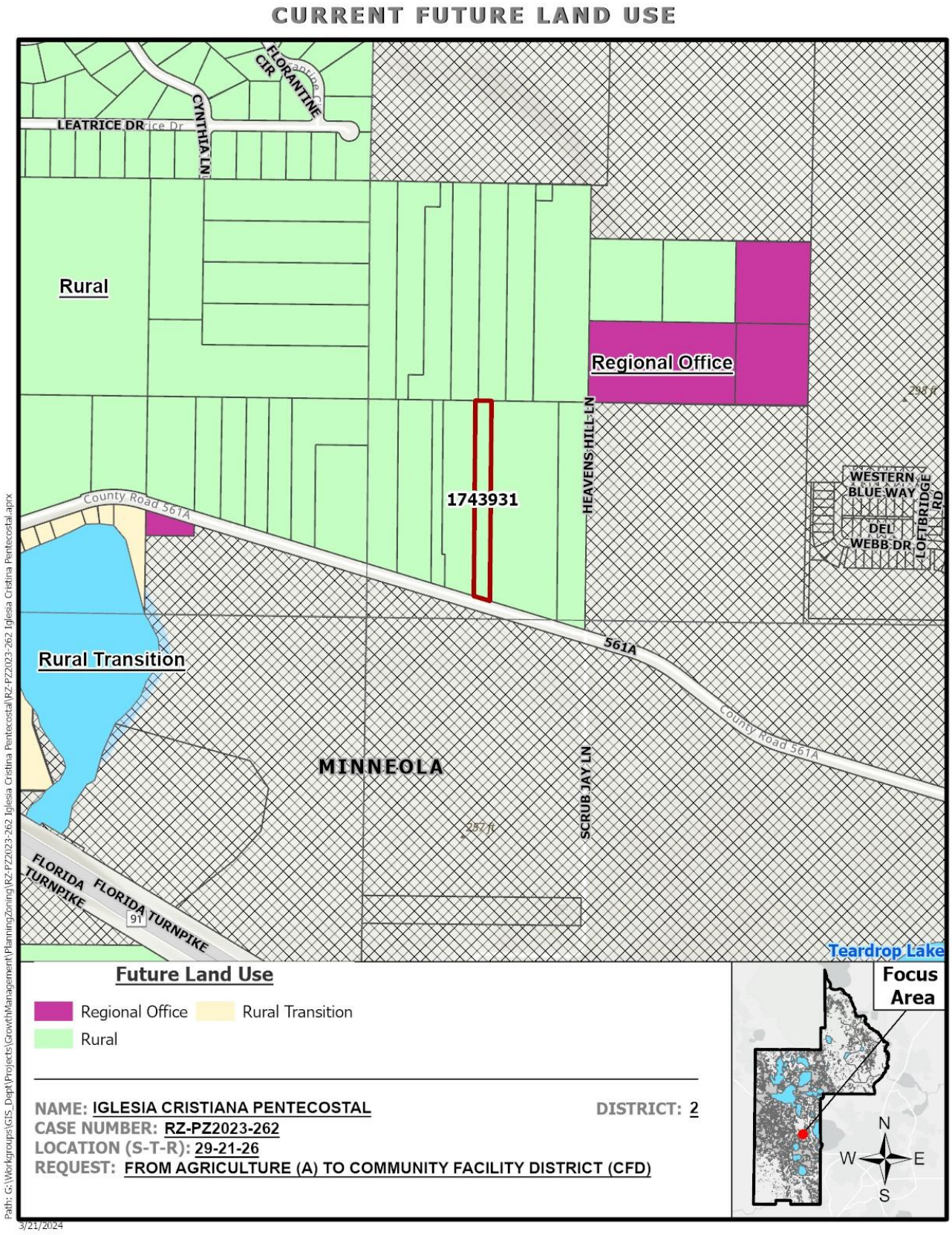
I. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these Regulations.

The request is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

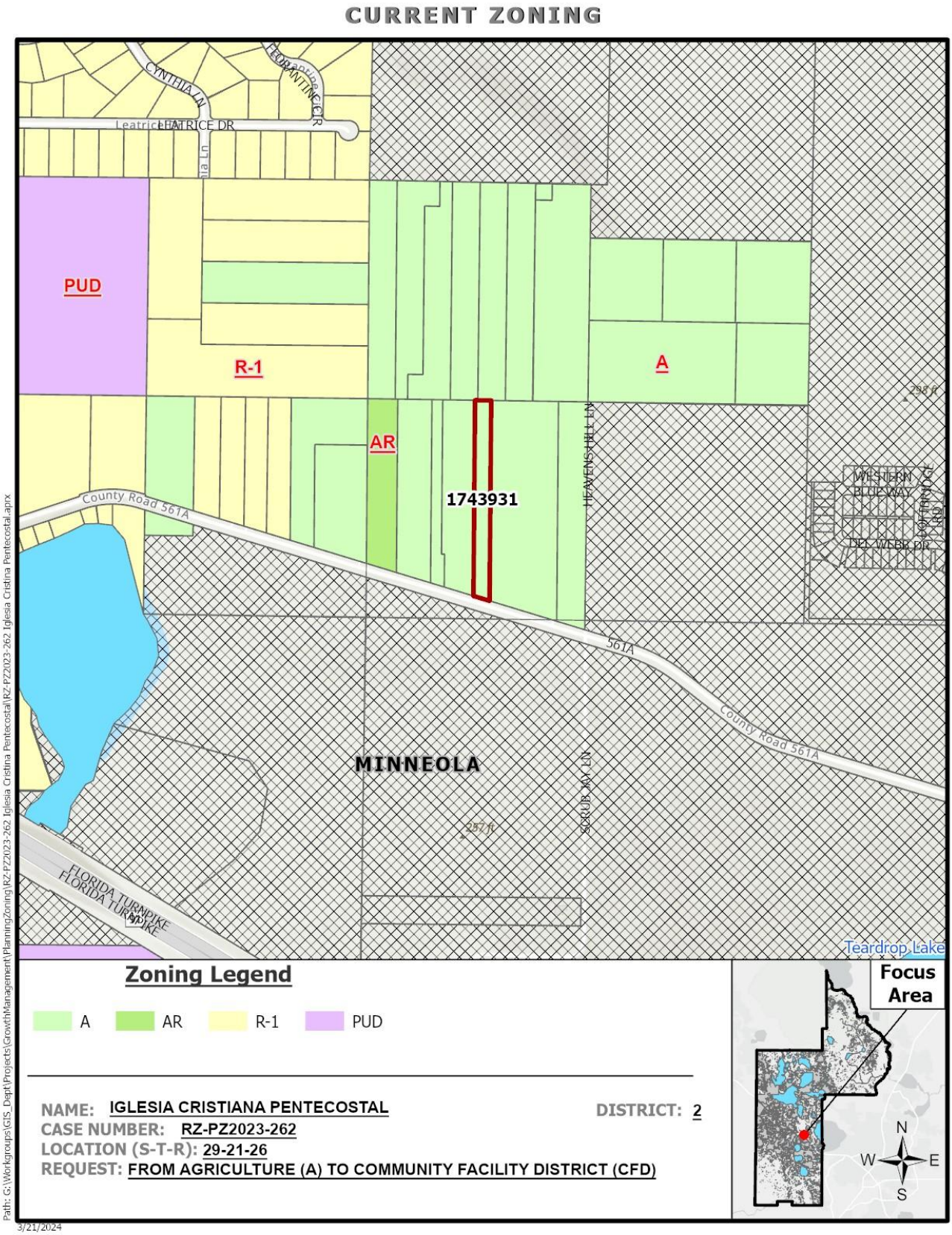
J. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

N/A.

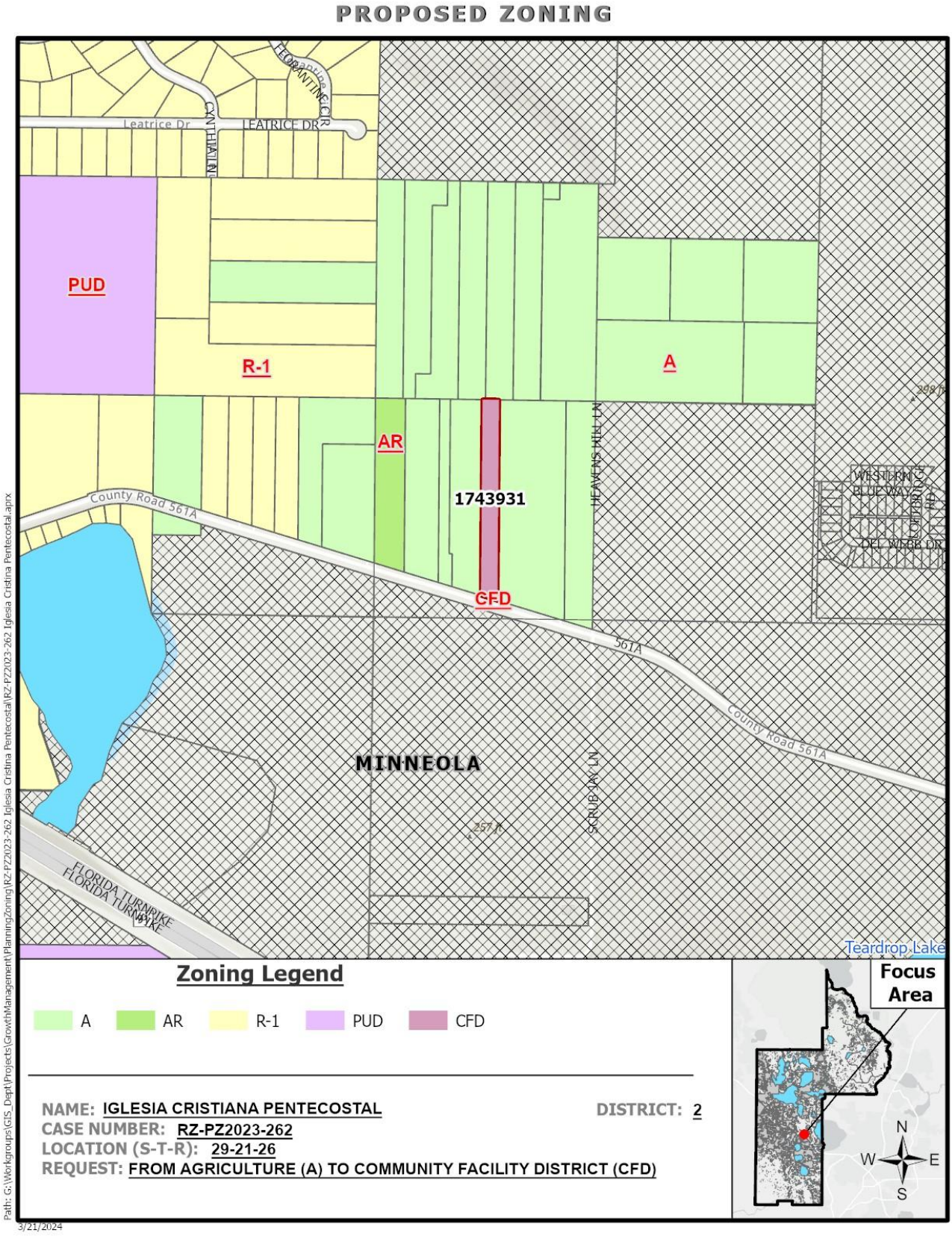
Attachment “A” – Future Land Use Map



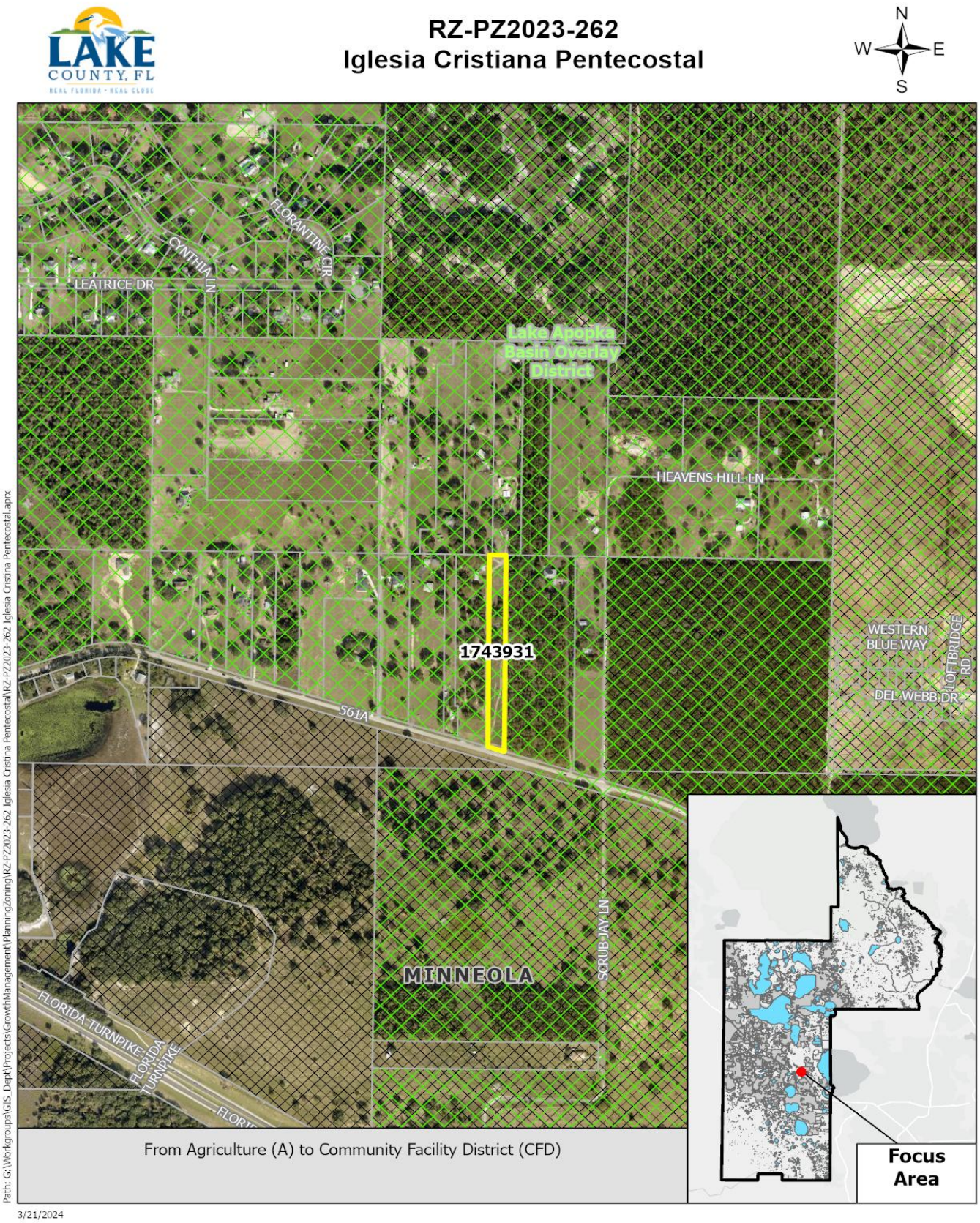
Attachment "B" – Zoning District Map



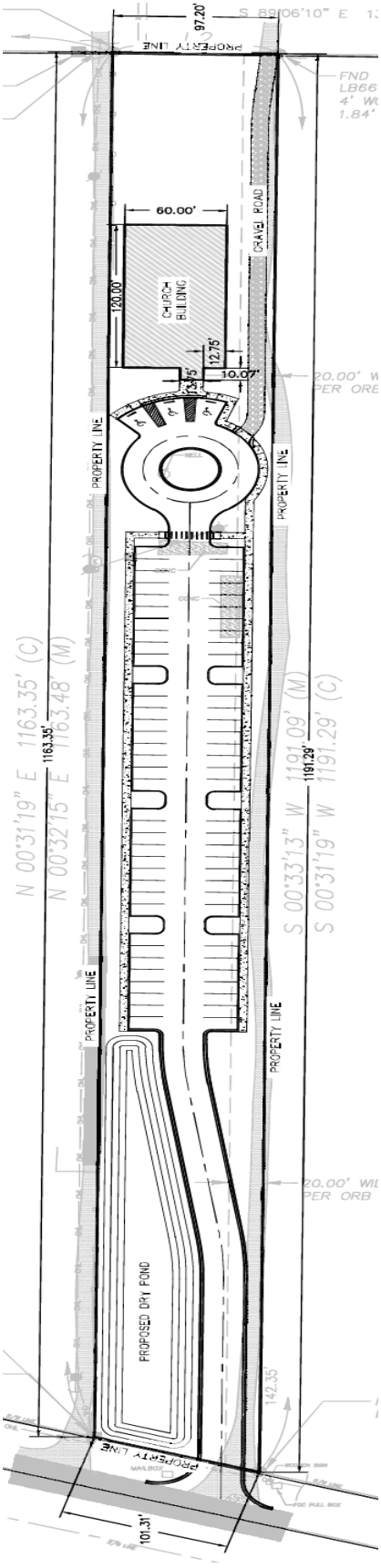
Attachment "C" – Proposed Zoning District Map



Attachment "D" – Overlay District Map



Attachment “E” – Concept Plan (1 of 2)



Attachment "E" – Concept Plan (2 of 2)

SITE DATA

1. LAND USE = RURAL
2. EXISTING ZONING = A
3. PROPOSED ZONING = CFD

3. SITE DEVELOPMENT STANDARDS:
PARCEL AREA = 2.63 ACRES

PROPOSED IMPROVEMENTS:

PAVEMENT/SIDEWALKS	=	1.10 ACRES (41.83%)
BUILDING AREA	=	0.17 ACRES (6.46%)
TOTAL IMPERVIOUS	=	1.27 ACRES (48.29%)
TOTAL PERVIOUS	=	4.39 ACRES (51.71%)

6. PARKING CALCULATIONS

REQUIRED PARKING			
UNIT TYPE	No.	REQUIRED SPACES/UNIT	REQUIRED TOTAL
SEATS	150	0.33	50
TOTAL	295		50

PROVIDED PARKING		
TYPE	No.	PERCENTAGE
SURFACE (STANDARD)	72	96.00%
SURFACE (HANDICAP)	3	4.00%
TOTAL	75	100.00%

HANDICAP PARKING
REQUIRED: 3 SPACES (51–75 PROVIDED SPACES)
PROVIDED: 3 SPACES

Attachment "F" – City of Minneola ISBA (1 of 4)

Holt, Sharyn

From: Thomas Grimms <tgrimms@Minneola.US>
Sent: Monday, August 25, 2025 9:58 AM
To: Holt, Sharyn
Cc: Heffington, Joyce
Subject: Review of proposed Iglesia Cristiana Pentecostal application
Attachments: Iglesia Christiana Pentacostal.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Shari,

Please find as attachment the City of Minneola Planning Department's review of the proposed rezoning of property at 13131 CC 561A from A – Agriculture District to CFD – Community Facilities District.

The Planning Department has no objection to the proposed rezoning.

Have a great day !

Thomas Grimms, AICP
City of Minneola | Senior Planner
Central Florida's High Point
800 North U.S. Highway 27 | Minneola, FL 34715
P.O. Box 678 | Minneola, FL 34755 | E: tgrimms@minneola.us
T: 352.394.3598 x175 | W: www.minneola.us

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1

Attachment "F" – City of Minneola ISBA (2 of 4)

IGLESIA CRISTIANA PENTECOSTAL

13131 County Road 561A, located in unincorporated Lake County

CURRENT CONDITIONS/SITUATION:

- Property is largely vacant; possible carport exists partially hidden by the few trees on the lot.
- Property addressed as 13131 CR 561A is largely devoid of trees.
- Property is approximately 1,181 feet depth with approx. frontage of 100 feet.
- Property is located within the Minneola Interlocal Service Boundary Agreement Area (ISBA)
- Property is located within the Minneola – Lake County Joint Planning Area (JPA)
- Property is located within the Minneola ch180 Utility District
- Property is County zoned A – Agriculture District
- City of Minneola city limit boundary si along the south side of CR 561A opposite of subject property.
- City zoned "PUD Planned Unit Development" on south side of CR 561A and in near proximity to the east.
- A proposed development "Minneola Ridge" is to be located on the south side of CR 561A with approximately 700+ residential units, served by municipal services, and fronting along CR 561A for approximately 5,750 feet.
- City Future Land Use Map "Mixed Use Development" (Hills of Minneola) covers the south side of CR 561A and in near proximity to the east

PROPOSAL TO COUNTY:

- Applicant wants to build a 7,800 sq. ft. structure for a church.
- Most of the trees (long-needle pine) will remain

OBERVATIONS:

- The County is choosing to rezone a single property rather than a larger area, apparently based on Sec. 3.00.02 Y which states "It is further the intent, to establish

Attachment "F" – City of Minneola ISBA (3 of 4)

CFD districts individually under site plans and conditions necessary to promote general welfare and to secure economic and coordinated Land Use."

- For comparison purposes with the county regulations, the City of Minneola in its P – "Public Facilities / Institutional" District in Sec. 102-312 Permitted Uses, does allow houses of worship.
- As this whole area is within the Lake County – City of Minneola JPA, the City's ISBA and the City's ch 180 Utility District, this property along with the other unincorporated land of Lake County is earmarked for eventual annexation into the City, per the intent of Chapter 171, Part I and Chapter 171, Part II Florida Statutes as envisioned in the Interlocal Service Boundary Agreement and Joint Planning Area. Hence, the City would have an interest in what and how developments occur ahead of future annexation.
- As a result, the City Planning Dept. staff would favor the property addressed as 13131 CR 561A adhere as closely as possible/practical to the City's Public Facilities/Institutional District requirements. They are:

Sec. 102-314 Design standards in the P district shall be as follows:

(1) There are no minimum living area requirements.

(2) The minimum lot size shall be determined by the city council based upon the use.

(3) The minimum lot width shall be determined by the city council based upon the use.

(4) There are no minimum lot depth requirements.

(5) The maximum floor area ratio is 0.80.

(6) There are no minimum street frontage requirements.

(7) The minimum cul-de-sac frontage shall be 25 feet.

(8) The maximum impervious surface area, which includes building coverage, shall not exceed 60 percent.

(9) There are no minimum open space requirements.

(10) The maximum building height is 45 feet.

(11) The minimum setback requirements shall be determined by the city council based upon the use.

Attachment "F" – City of Minneola ISBA (4 of 4)

(12) The city shall require new public facilities to install landscaping, visually obstructive fencing or manmade berms, or other appropriate screening techniques to obstruct the view of the public facilities site from either single-family low density or medium density residential development if the proposed use is within 50 feet of low or medium density single-family residential development.

- The City is providing sewer and water service to the proposed Minneola Ridge residential development on the south side of CR 561A. The city would be capable of providing sewer and water to the property at address 13131 possibly within 5 years according to the City's Public Works Department.
- As there will be no expansion of the building
- As there will be no visual change from the road
- As there will be hardly any negative environmental impact
- As there will be no significant impact on existing available facilities, infrastructure; there will be little traffic generation during the week and on the weekend.
- The proposed County rezoning from A – "Agricultural" to CFD – "Community Facility Distrct" should not have any negative effect on what is expected to be developed on the property located at 13131 County Road 561A, and in the immediate adjacent unincorporated portions of Lake County.

RECOMMENDATON:

Therefore, the City of Minneola Planning Department has no objections to Lake County rezoning the subject property for the intended use.

Attachment "G" – Project Narrative (1 of 2)

Iglesia Cristiana Pentecostal – Project Narrative

This request is to rezone approximately **±2.63 acres** of property from **Agriculture (A)** to **Community Facility District (CFD)** for the operation of a non-profit church, legally recognized and established solely for the purpose of worship.

The proposed rezoning does not conflict with any applicable provisions of the Land Development Code and aligns with the intent of the Comprehensive Plan. The underlying **Future Land Use designation of "Rural"** allows for the inclusion of CFD zoning. This rezoning is not expected to have a materially adverse effect on the surrounding environment, and the proposed development is designed to integrate cohesively with adjacent properties.

The site will be developed with a **new single-story house of worship** and an **adjacent parking lot**. The property will have private access, which will also serve the adjacent rear parcel through an existing easement. There are no existing connections to public facilities onsite. An existing well and septic drain field are situated on the property, and both utilities will be relocated to an area of easier access to serve the development.

The proposed church is intended primarily for weekly worship services. Sunday school will be offered in classrooms connected to the church building. The weekly worship schedule is as follows: Tuesdays 7:00 pm to 9:30 pm; Thursdays 7:00 pm to 9:30 pm; and Sunday 10:00 am to 1:00 pm. Special events will take place on Fridays or Saturdays but will not occur every week. While the site may experience increased traffic during service times, daily traffic volumes are expected to remain low, resulting in **minimal impact on local public facilities and services**.

The proposed development is expected to have minimal environmental impact. The majority of the site's natural vegetation and existing trees will be preserved, with only a limited number of trees removed as indicated in the site plan. There are no jurisdictional wetlands or protected species present on the property. Stormwater runoff will be managed entirely on-site through the use of a dry retention pond, designed in accordance with applicable regulations to ensure proper drainage and environmental protection.

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www.harriscivilengineers.com

Attachment "G" – Project Narrative (2 of 2)

Please find below our responses to the items outlined in your letter dated August 20, 2025. Our responses are in red, and the required documents are attached.

COMMENTS

Office of Planning and Zoning

1. Please provide a complete list of services. Confirm if you are proposing a caretaker's residence, daycare, or school (other than Sunday school) for incorporation into the ordinance.
   No other services are provided besides Sunday school and worship services.

2. Please indicate if classrooms or portables will be used for Bible Study / Sabbath school services or regular school. Please be advised that Sunday School is an accessory use to a place of workshop use and will be listed in the ordinance unless otherwise specified.
   Classrooms will be used for Sunday school.

3. Please indicate if you are proposing any spiritual retreats that will require dormitories for incorporation into the ordinance. Update the concept plan accordingly.
   No spiritual retreats proposed.

4. Please provide a revised Project Narrative that includes specific days of the week and times for worship services and ancillary uses (Example: Monday – Friday from 8:00am – 12:00pm).

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Revised Project Narrative has been provided with the service times.

Attachment "H" – Utility Availability Letter

City of Minneola
Public Works Department
"Central Florida's High Point"

Date: July 28, 2025

Subject: Water and Sewer Availability

This letter is to inform you that the City of Minneola **does not have potable water or sanitary sewer available** to the property located at 13131 CR 561A, Clermont. Should you have any question please don't hesitate to call 352-394-3598 ext. 301 or email fmiller@minneola.us thank you for your consideration with this matter.

Regards,

Fred Miller,
Project Manager

POST OFFICE DRAWER 678, MINNEOLA, FLORIDA 34755 * (352) 394-3598 ext. 301 * FAX (352) 394-7201

Attachment "I" – Lake County Schools

From Lavalley, Helen C <LavalleyH@lake.k12.fl.us>
Date Mon 1/12/2026 4:11 PM
To DeVogel, Corey <corey.devogel@lakecountyfl.gov>

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Corey,
No worries!

The school district does not have any comments for the place of worship rezoning.

Thanks,
Helen LaValley
Growth Planning Dept.
352-253-6694

Attachment "J" – Parks

From: Isaac, Melving
To: Holt, Sharyn
Subject: RE: REVIEW REQUEST: Iglesia Cristiana Pentecostal Property / PZ2023-262 / AR 5235
Date: Wednesday, December 6, 2023 9:36:39 AM

Good Morning Shari,

Parks have no comments regarding this Rezoning application.

Attachment "K" – Solid Waste

We've updated since then to ensure that any projects that do not fall under residential collection are aware that they need to use a County-authorized commercial hauler for collection services.
The Office of Solid Waste has no objections to the request. If approved, the owner(s) will be responsible for arranging waste collection services through a County-authorized commercial hauler.

Hope this helps. If you need anything else, just let me know.

Thank you,
Tony



Tony Ellis
Financial Coordinator
OFFICE OF SOLID WASTE

A 13130 County Landfill Road, Tavares, FL 32778
P 352-253-1673 | **F** 352-253-1690
E tony.ellis@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

Attachment “L” – Transportation

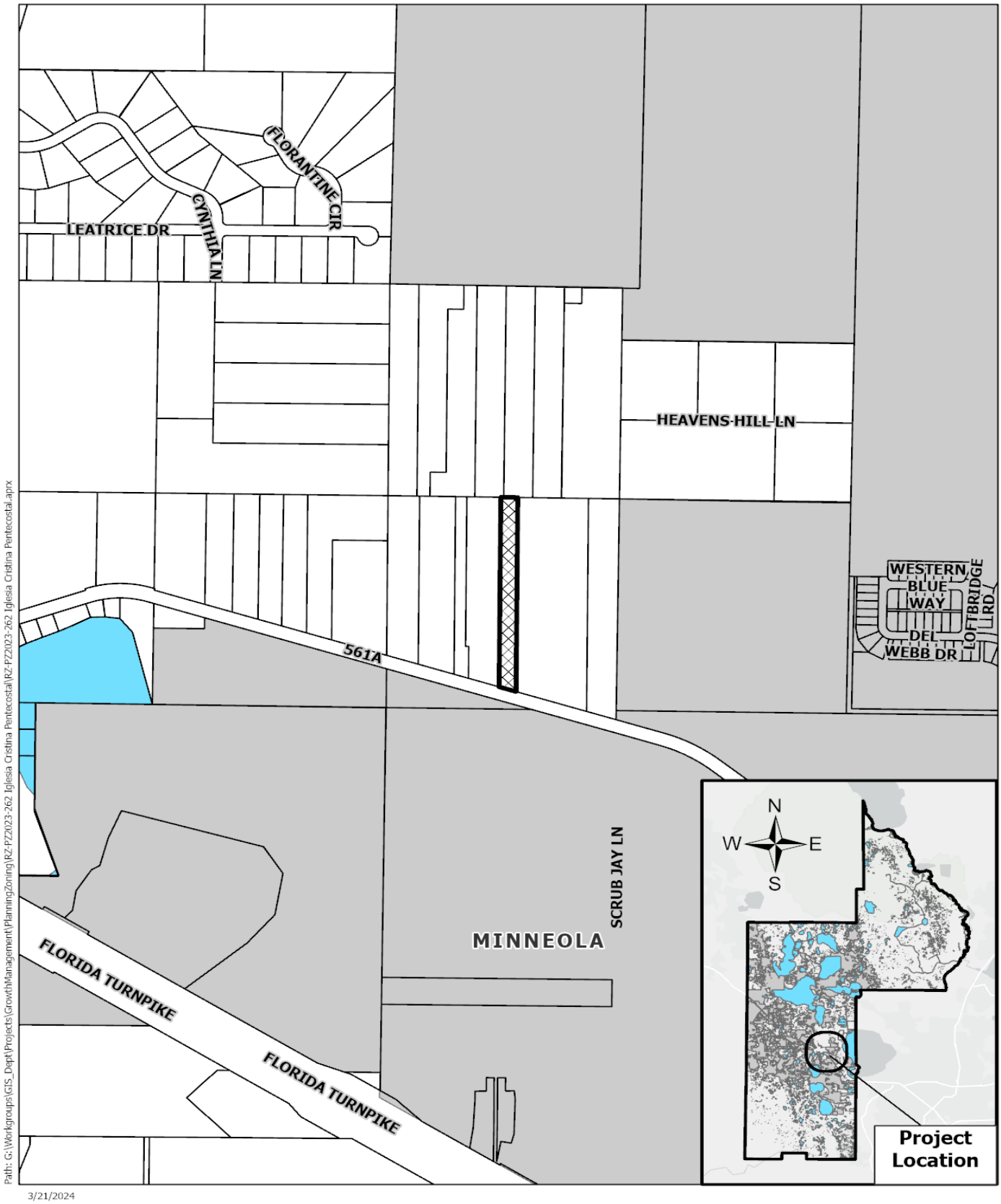
RE: Transportation comment for Iglesia Cristiana Pentecostal Rezoning | AK 1743931 | PZ2023-262 | AR 5235

From Lewis, Sharon E <sharon.lewis@lakecountyfl.gov>
Date Wed 2/18/2026 10:57 AM
To DeVogel, Corey <corey.devogel@lakecountyfl.gov>
Cc Earhart, Jeffrey <jeff.earhart@lakecountyfl.gov>

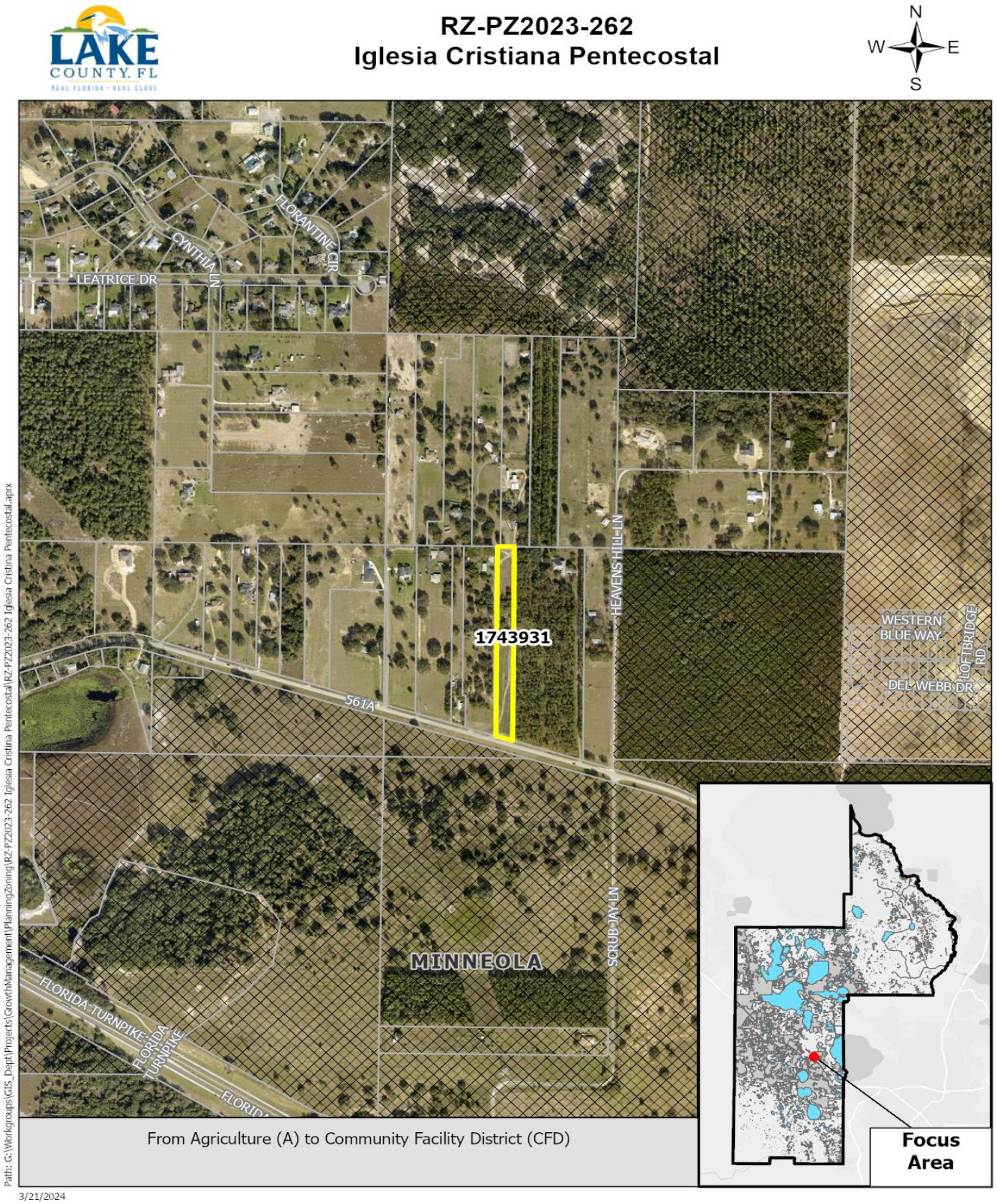
This should clarify it. We are talking about CR 561A the impacted Roadway. I made the changes in the verbiage

The standard Level of Service (LOS) for the impacted roadway of CR 561A is “D” with capacity of 752 trips in the peak direction. Currently the impacted segment from Turnpike Rd/CR 561 to Scrub Jay Lane is operating at nineteen percent (19%). This project will be generating approximately four (4) pm peak hour trips, in which two (2) trips will impact the peak hour direction. The impacted Roadway CR 561A will be operating at a LOS of “C”

Map of Subject Property



Aerial Map of Subject Property



ORDINANCE #2026-___

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; REZONING APPROXIMATELY 2.63 +/- GROSS ACRES FROM AGRICULTURE (A) DISTRICT TO COMMUNITY FACILITY DISTRICT (CFD) TO ACCOMMODATE DEVELOPMENT OF A PLACE OF WORSHIP FOR PROPERTY IDENTIFIED AS ALTERNATE KEY NUMBER 1743931; LOCATED IN SECTIONS 29 TOWNSHIP 21 SOUTH, RANGE 26 EAST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ernest Portalatin (the "Applicant") submitted a rezoning application on behalf of Iglesia Cristiana Pentecostal De Clermont, Inc. (the "Owners") to rezone approximately 2.63 +/- gross acres from Agriculture District (A) to Community Facility District (CFD) to accommodate development of a place of worship; and

WHEREAS, the subject property consists of approximately 2.63 +/- gross acres, located at 13131 County Road 561A in the unincorporated Clermont area, in Section 29, Township 21, Range 26, known as Alternate Key Number 1743931, and more particularly described in Exhibit "A" – Legal Description:

WHEREAS, the subject property is located within the Rural Future Use Category; and

WHEREAS, the Lake County Planning & Zoning Board did on the 1st day of April, 2026, review petition PZ2023-262; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 5th day of May 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public-Hearing duly advertised; and

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

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

Section 1. Terms. The County Manager or designee shall amend the Zoning District from Agriculture (A) District to Community Facility District (CFD) for the property described in Exhibit "A". The uses of the property will be limited to those uses specified in this Ordinance and generally consistent with the Concept Plan attached as Exhibit "B". To the extent there are conflicts between Exhibit "B" and this Ordinance, this Ordinance will take precedence.

A. Permitted Land Uses.

1. Place of Worship.
2. Single Story Fellowship Hall/Multi-Purpose Building, 7,200-square feet, maximum.

3. Accessory Use directly associated with the above uses may be approved by the County Manager or designee.

4. Any other use of the site not specified above shall require approval of an amendment to this Ordinance by the Board of County Commissioners

B. Open Space, Impervious Surface Ratio, Floor Area Ratio and Building Height.

1. Open Space, Impervious Surface Ratio, Floor Area Ratio, and Building Height shall be in accordance with the Comprehensive Plan and LDR, as amended.

2. The maximum Impervious Surface Ratio for the development is 35% consistent with the Comprehensive Plan, as amended.

C. Setbacks. Building Setbacks shall be in accordance with the LDR, as amended.

Development Type	Front	Side	Rear
Place of Worship	50-feet	10-feet	10-feet
Accessory Structures	50-feet	10-feet	10-feet

D. Landscaping, Buffering, and Screening.

1. Right-of-way landscape buffer shall be in accordance with the LDR, as amended.

2. Type-A, 10-foot wide, landscape buffer shall be required along the northern, eastern and western perimeters of the subject parcel.

3. Drought tolerant, native trees, and drought tolerant, native vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.

4. Perimeter buffers shall consist of canopy and understory trees and plants utilizing 100% Florida native plant materials from the IFAS list. Exotic/invasive species shall be removed. Existing vegetation located along the perimeter of the PUD may be used to count towards the minimum perimeter landscaping requirement.

5. Best Management Practices for native landscaping and “right plant-right place” landscaping techniques shall be utilized in the design and installation of invasive exotic plant species in all landscape plantings is prohibited.

6. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.

7. Landscaping, buffering and screening shall be in accordance with the LDR,

as amended.

8. Removal of Heritage Trees is prohibited unless it poses a danger to persons or property. The development must be designed around existing Heritage Trees unless a waiver has been granted by the Board of County Commissioners as part of a conditional zoning or amendment thereto, or a variance has been granted by the Board of Adjustment, or its successor.

E. Environmental Requirements.

1. An environmental assessment dated within six (6) months of the development application submittal date will be required to demonstrate the presence of vegetation, soils, threatened and endangered species that may exist on the site.
2. Open space shall be in accordance with the Comprehensive Pan and LDR, as amended.

F. Lake Apopka Basin Overlay District Standards. Future site design shall be consistent with the development design standards for the Lake Apopka Basin Overlay District, in accordance with Objective I-6.3 of the Comprehensive Plan, as amended, and with LDR 6.15.00, as amended. Lake County shall have the right, but not the obligation, to enforce such provisions.

G. Noise. A noise study shall be required at the time of site plan submittal and Owner shall be required to undertake any necessary remediation measures identified in the noise study. No amplified sound is permitted outside of a fully enclosed structure after 10:00 p.m. All amplified sound during an event, whether indoor or outdoor, must comply with the following:

1. A violation of this section occurs when amplified sound is plainly audible at a distance of twenty-five (25) feet or more from the property line. Violations of this section constitute a violation of the Conditional Use Permit and may be enforced through any legally available means, including the issuance of civil citations, notices of violation to appear before the Code Enforcement Special Master, or proceedings to revoke this Conditional Use Permit. The method of enforcement is at the sole discretion of the County.
2. A*mplified Sound s*hall mean sound and sound volume that is increased by any electric, electronic, mechanical, or motor-powered means, to include sound that is produced by a radio, tape player, compact disc player, portable music or video player, cellular telephone, tablet computer, laptop computer, stereo, television, musical instrument, speaker, or other mechanical or electronic sound-making device, instrument, or other machine or device, used for the production, reproduction, or emission of sound which disturbs the peace, quiet, and comfort of other residents.
3. *Plainly Audible* means any electronically amplified sound that can be clearly heard by an officer using his normal hearing faculties not enhanced by any device. Where distance measurements are required by this section to

determine whether sound is plainly audible, measurements shall be taken in accordance with the following requirements:

a.) A law enforcement or code enforcement officer must have a direct line of site to the location of the noise (i.e., the event venue, barn, or the speaker), so that the officer can readily identify the distance involved.

b.) The law enforcement or code enforcement officer need not determine the particular words or phrases being produced or the name of any song or artist producing the sound. The detection of a rhythmic bass reverberating type sound is sufficient to constitute a plainly audible sound.

H. Transportation.

1. All Access management shall be in accordance with the Comprehensive Plan and Land Development regulations, as amended.
2. Additional Right-of-way dedication may be required for CR 561A.

I. Future Road Maintenance. Future road maintenance will be funded using a municipal service taxing unit (MSTU), or municipal service benefit unit (MSBU) as authorized under Section 125.01(1)(q), Florida Statutes. Before or concurrent with any final plat or site plan approval, the Owner shall provide any documentation required by the County to impose an MSTU or MSBU, at the County's discretion, on the platted or commercial lots. Additionally, the Owner acknowledges and agrees that the MSTU or MSBU shall be collected as a non-ad valorem assessment using the uniform method of collection set forth under Section 197.3632, Florida Statutes.

J. Stormwater Management.

1. The Stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.
2. The Developer will be responsible for any flood studies required for developing the site and to comply with Federal Emergency Management Agency (FEMA) regulations, Comprehensive Plan, and LDR. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

K. Parking Requirements.

1. Parking must be provided in accordance with the LDR, as amended.
2. Offsite parking shall be prohibited.
3. Stacking of vehicles awaiting entry to the property on County Road 561A shall be prohibited.

L. Utilities. As utilities are not available to site, the septic tank system and well shall be consistent with the Florida Department of Health and Florida Department of Environmental regulations, as amended.

M. Annexation. Owner agrees not to enter into any covenant with a municipality to annex which alters the prerequisites of a voluntary annexation under Section 171.044, Florida Statutes.

N. Lighting. All development will adhere to the dark-sky principles set forth in Section 3.09.00, LDR, as amended. .

O. Signage. All signage shall be accordance with the LDR, as amended.

P. Concurrency Management Requirements. Any development must comply with the Lake County Concurrency Management System, as amended.

Q. Commercial Design. The design of future building structures shall be in accordance with LDR 9.10.02, as amended.

R. Fire Protection. Fire Protection shall be in accordance with all applicable federal, state, and local codes and/or regulations, as amended.

S. Development Review and Approval. Prior to the issuance of permits, the Owner shall be required to submit a development application for any future expansion generally consistent with Exhibit "B" - Conceptual Plan, attached, for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

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

Section 2. Conditions:

A. After establishment of the facilities as provided in this Ordinance, the property identified in this Ordinance may only be used for the purposes identified in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above-described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance will ensure the benefit of and will constitute a covenant running with the land and the terms, conditions, and provisions of this Ordinance, and will be binding upon the present Owner and any successor and will be subject to each condition in this Ordinance.

D. The transfer of ownership or lease of any or all the property described in this Ordinance must include in the transfer or lease agreement a provision that the purchaser or lessee is made good and aware of the conditions established

by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the LDR, as amended

E. The Lake County Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

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

Section 4. No Estoppel. Approval of this ordinance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 5. Filing with the Department of State. The clerk is hereby directed to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. Effective Date. This Ordinance shall become effective upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this _____ day of _____, 2026.

FILED with the Secretary of State _____, 2026.

EFFECTIVE _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____
GARY COONEY, CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGALITY:

_____
MELANIE MARSH, COUNTY ATTORNEY

EXHIBIT "A" – LEGAL DESCRIPTION

THAT PART OF THE EAST 97.2 FEET OF THE WEST 743.4 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. S-561-A. TOGETHER WITH 1987 BARR VIN#LFLBA2AG353309796 & VIN#LFLBA2BG353309796.

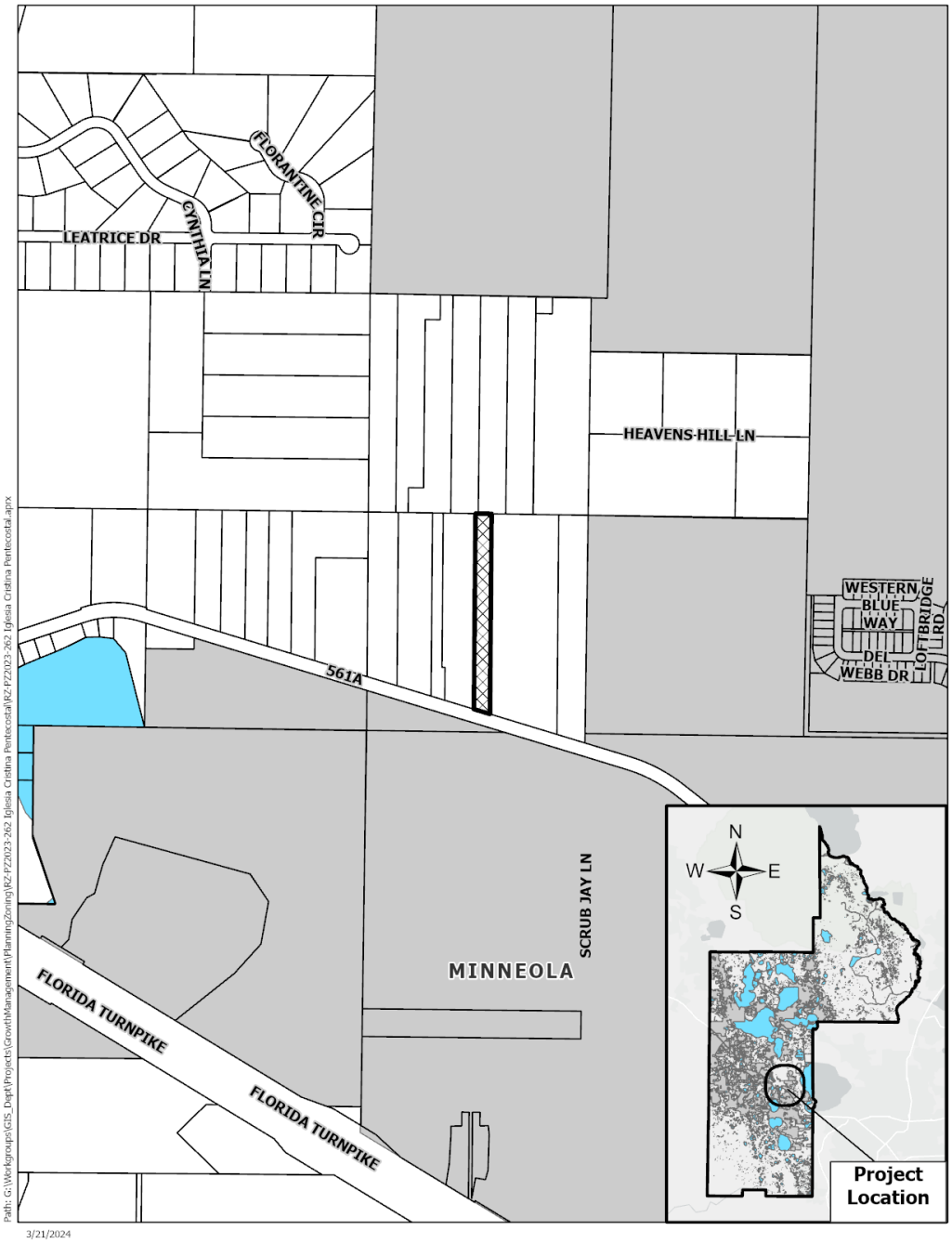
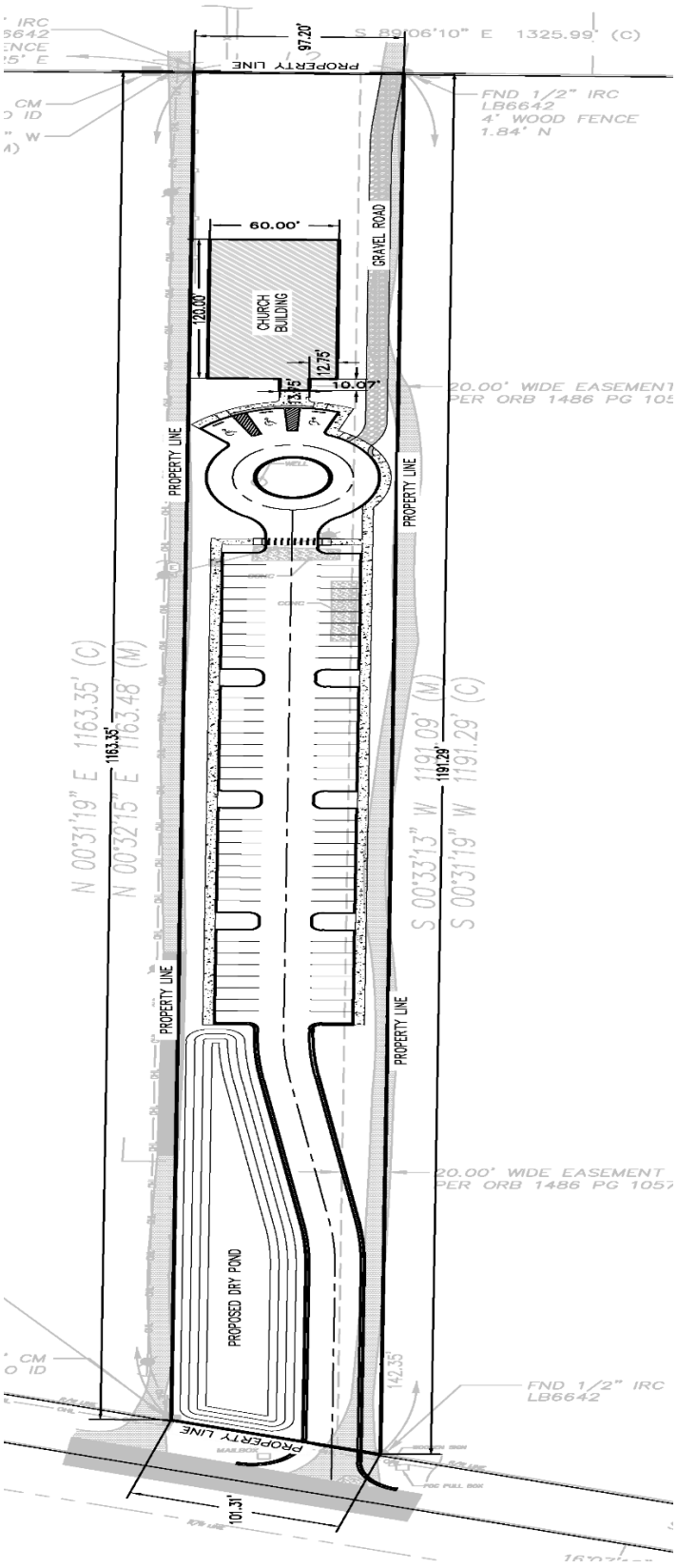


EXHIBIT "B" – CONCEPTUAL PLAN



Planning and Zoning Board Draft Minutes

April 1, 2026

- Sandberg Property (FLUM)
- Sandberg Property (RZ)
- Blueberry Farms (CUP)
- Iglesia Cristiana Pentecostal (RZ)

Cedar Creek RCS: Went to BCC Only on April 7, 2026

MINUTES
LAKE COUNTY PLANNING AND ZONING BOARD
April 1, 2026

The Lake County Planning and Zoning Board met on Wednesday, April 1, 2026, in County Commission Chambers on the second floor of the Lake County Administration Building to consider petitions for rezoning requests.

The recommendations of the Lake County Planning and Zoning Board will be transmitted to the Board of County Commissioners (BCC) for their public hearing to be held on Tuesday, May 5, 2026 at 9:00 a.m. in the County Commission Chambers on the second floor of the County Administration Building, Tavares, Florida.

Members Present:

Laura Jones Smith, Chairman	District 2
Dan Tatro	District 5
Sean Lahey	At-Large Representative
Mollie Cunningham	School Board Representative

Members Not Present:

Judith Fike	District 1
Addie Owens	District 3
Carroll Jaskulski, Vice Chairman	District 4
Mark McManus	Ex-Officio Non-Voting Military

Staff Present:

Janie Barrón, Planning Manager, Office of Planning and Zoning
Corey DeVogel, Planner I, Office of Planning and Zoning
Eva Lora, Public Hearing Coordinator, Office of Planning and Zoning
Melanie Marsh, County Attorney
Josh Pearson, Deputy Clerk, Board Support

Chairman Laura Jones Smith called the meeting to order at 9:00 a.m. She then led the Pledge of Allegiance and called for a moment of silence. She remarked that the Lake County Planning and Zoning Board was an advisory board to the BCC, and that the Board was responsible for reviewing proposed changes to the Comprehensive Plan (Comp Plan), zoning, conditional use permits (CUPs), mining site plans, and making recommendations on these applications to the BCC. She added that the Board's recommendations would be transmitted to the BCC for their consideration on May 5, 2026.

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Public Comment

Agenda Update

CONSENT AGENDA

TAB NO:	CASE NO:	OWNER/APPLICANT/PROJECT
Tab 1	**Ordinance #2026-XX**	**Sandberg Property (FLUM)**
Tab 2	**Ordinance #2026-XX**	**Sandberg Property (RZ)**
Tab 3	**Ordinance #2026-XX**	**Blueberry Farms (CUP)**
Tab 4	**Ordinance #2026-XX**	**Iglesia Cristiana Pentecostal (RZ)**

AGENDA UPDATES

Ms. Janie Barrón, Planning Manager, Office of Planning and Zoning, indicated that the cases had been duly noticed in accordance with the law and that there were no changes to the agenda.

Ms. Jones Smith commented that there were speaker cards for Tab 4; therefore, it would be moved to the regular agenda.

MINUTES

MOTION by Sean Lahey, SECONDED by Mollie Cunningham to APPROVE the Minutes of March 4, 2026 of the Lake County Planning and Zoning Board meeting, as submitted.

FOR: **Jones Smith, Tatro, Lahey and Cunningham**

AGAINST: **None**

MOTION CARRIED: **4-0**

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PUBLIC COMMENT

No one wished to address the Board at this time.

CONSENT AGENDA

TAB NO:	CASE NO:	OWNER/APPLICANT/PROJECT
Tab 1	**Ordinance #2026-XX**	**Sandberg Property (FLUM)**
Tab 2	**Ordinance #2026-XX**	**Sandberg Property (RZ)**
Tab 3	**Ordinance #2026-XX**	**Blueberry Farms (CUP)**

MOTION by Sean Lahey, SECONDED by Mollie Cunningham to APPROVE the Consent Agenda, Tabs 1 through 3, pulling Tab 4 to the regular agenda.

FOR: Jones Smith, Tatro, Lahey and Cunningham

AGAINST: None

MOTION CARRIED: 4-0

REGULAR AGENDA

IGLESIA CRISTIANA PENTECOSTAL (RZ)

Mr. Corey DeVogel, Planner I, Office of Planning and Zoning, presented Tab 4 and stated that the applicant was requesting to rezone approximately 2.63 gross acres from Agriculture to Community Facility District (CFD) to accommodate development of a place of worship. He indicated that the property was located at 13131 County Road (CR) 561A in the unincorporated City of Clermont area, that it was currently designated with a Rural Future Land Use Category (FLUC), and that it was located within the Lake Apopka Basin Area Overlay District and the South Lake Interlocal Service Boundary Agreement (ISBA). He mentioned that the concept plan depicted a 7,337 square foot single story house of worship with an estimated chair count of 150, along with 75 parking spaces and three handicap accessible parking spaces, noting that the proposed development would be accessed by CR 561A. He commented that this had been sent to the City of Minneola for review and that they had no objections.

Mr. Ernest Portalatin, representing the applicant, stated that this would be a place of worship but would also act as a community center to hold community meetings for the residents or local government, or be even a place to vote; additionally, they wanted to serve their neighbors

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by providing medical clinics, housing and meals. He said that they were willing to use it for any of the community's needs.

The Chairman opened the floor for public comment.

Mr. Vic Pacheco, a resident who owned property adjacent to the subject property, indicated that he moved from the City of Orlando area to a five-acre property with hardly any neighbors, and he did not think that this facility would be a good fit for such a rural community. He expressed concerns about flooding, and mentioned that because the top of this property was almost a 90-foot elevation and was also a basin for all the stormwater from Heavens Hill Lane and Scrub Jay Lane, the stormwater could become a river running down to CR 561A and cause issues for some of the residents down the road. He also indicated concerns about the number of vehicles that would attend this facility and if they would park along CR 561A or on the other residents' properties, and about the environmental impacts and noise pollution, opining that the music and singing could reach over 100 decibels.

Mr. Darryl Woodhouse, a resident of the City of Clermont, commented that he was a realtor and represented the individuals who purchased the property to the west of the subject property. He indicated that the width of the property was less than 100 feet wide and that with the proposed impervious surface ratio (ISR) of 48.29 percent, he was concerned about the runoff and whether the property was wide enough for what they wanted to accomplish. He relayed his understanding that a noise study and a study on the impact to the surrounding properties had not been completed yet, and said that although a statement had been made about how this would not negatively affect property values, he believed that it would as this was a rural area with large tracts of land. He requested that they do their due diligence before rezoning this property. He expressed concern that there was only one entrance to the property, and questioned if buffers could be added that would still allow the owner to accomplish what they wanted; however, he did not believe in making variances for this entity if they would not do the same for a personal property owner.

Mr. Louis Bidrogo, a resident who owned property to the west of the subject property, relayed that he moved there so he could have more space and privacy, and opined that the site plan was not conducive to the rural area but was more conducive to a commercial environment. He said that this was a very narrow piece of property and that almost 75 percent of it would be built out, noting that without any buffering, this would be about 10 feet from the fence and very close to the neighbors; furthermore, he expressed concerns for people being so close to his home and children. He mentioned that the proposed building would be 75 feet high and that instead of looking out of his windows and seeing green, he would see a wall. He indicated concerns about the noise and lights from this property, as well as how the water and sewer could affect his property.

Ms. Omayra Bidrogo, a resident who owned property to the west of the subject property, indicated that her family moved to this property to avoid being in a neighborhood and to have more peace and privacy, opining that there would no longer be any privacy once this was built. She opined that this property was not large enough for this, and that there would now be a

wall right next to them. She also expressed concerns about flooding since they received much puddling on their property when it rained significantly.

Mr. Michael Stenzel, a resident who lived adjacent to the subject property, stated that he agreed with everything that had already been said, and opined that this property would need its own well and septic; additionally, he questioned where they would go and whether they would be tested for percolation. He mentioned that when he moved there, he changed the zoning on his property from residential to Agriculture because he wanted to start farming with his family, and opined that this encroachment would cause more encroachment in the future to weed out the people who bought property in this area for the sanctity of quietness. He indicated that CR 561A was a bike route and was heavily used on Saturdays and Sundays, noting that he was concerned about the additional traffic this could bring. He also opined that this road was already dangerous and that no improvements had been made even though a study was completed in 2009. He opined that the footprint of the request would be better served in the City of Minneola where they already had property available that would allow this type of use, noting that it was only about half a mile from this location. He opined that this property would probably cost less for the applicant to build on because no one would build a house there as it was in a flood zone, and he asked for the Board to consider denying it.

Mr. Doug Ramsay, a resident whose property abutted the subject property to the east, commented that he had lived on his property for 30 years and had a tree farm. He mentioned that this structure would be within 100 yards of his home and opined that it would be an eyesore. He related that since the property was only 2.5 acres, a house could not be built on it with the current zoning; additionally, he did not understand how the operation of a church was consistent with the rural area. He stated that many churches operated at other times besides Saturday or Sunday, and that he was concerned that they might want to add a school at some point. He also expressed concerns about the additional traffic, and said that there was already extra traffic in this corridor due to the detours resulting from the construction of Florida's Turnpike. He added that on certain days, it was difficult to get out of his driveway, and he asked the Board to deny this.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the floor for public comment.

Mr. Portalatin explained that he purchased this property in 2007 with the intention of building a church, and that when he spoke with the County at that time, they told him that he could do whatever he wanted on his property as long as it met the County's regulations. He stated that he planned on building a retention pond to retain the stormwater, which would be beneficial to the neighbors, and that he also had a responsibility to make a road for the neighbor behind him so that he could go in and out of his property. He indicated that this would be a well-insulated metal building and that the noise would be kept inside; furthermore, the services would be on Sundays in the early morning, and any noise after 9:00 pm would be reduced, opining that the tree farm helped to buffer any sounds. He mentioned that they had been at their current location for 21 years and were looking to establish a place of worship at this location. He stated that he did not want to upset or disturb any of the neighbors, and that he

would be amenable to a noise study or any other accommodations so that they could try to reach a happy medium.

Ms. Jones Smith questioned if he understood the conditions that were outlined in the ordinance which required a noise study and environmental assessment as part of the site planning process, and Mr. Portalatin said that he did.

Mr. Dan Tatro asked what the buffering requirements were.

Mr. DeVogel answered that the structure would have a 10-foot setback and that the landscaping buffers would be determined during the site plan review in accordance with the Comp Plan and Land Development Regulations (LDR).

Mr. Tatro inquired if any fencing was required, and Mr. DeVogel denied this.

Ms. Melanie Marsh, County Attorney, stated that the Board could add a specific buffer requirement to the ordinance since this was a conditional zoning, noting that there were different levels of buffers; additionally, they could also add language that strictly prohibited any offsite parking, parking along CR 561A, or stacking of vehicles. She also suggested that they add the specific numbers for the proposed open space, impervious surface area, floor area ratio, and building height to the ordinance as well, instead of these items just deferring to the LDR.

Ms. Jones Smith commented that the ordinance spoke about buffers but did not stipulate what they would be comprised of, and asked if there was a specific LDR requirement for the size of the buffer.

Mr. DeVogel replied that there were no perimeter landscape buffering requirements or fencing requirements between Agriculture and CFD zoning.

Ms. Jones Smith relayed her understanding that the surrounding properties were Agricultural zoning.

Mr. DeVogel confirmed this, adding that they typically did not run into issues with these larger properties.

Ms. Marsh clarified that the lowest buffer requirement in the code would be a type A buffer which could be the following: 20 feet in width with two canopy trees, one ornamental tree, and a single row of shrubs; 15 feet in width with three canopy trees, two ornamental trees, and a single row of shrubs; or 10 feet in width with two canopy trees, one ornamental tree, and a single row of shrubs. She noted that there was also a category of five feet for residential to residential zoning which would require a six-foot solid wall. She relayed that the Board had flexibility if they wanted to add in buffer language to the ordinance.

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Ms. Jones Smith indicated that while water and sewer was currently not available, the City of Minneola stated in their letter that they anticipated water and sewer being available within five years. She relayed her understanding that there would be no obligation for them to connect into the City's water and sewer once it became available, especially if they had already installed commercial septic and well.

Mr. DeVogel confirmed that the City did not state in their letter that there would be a requirement to connect once it became available. He commented that they were requiring this for residential properties on the western side of United States (U.S.) Highway 27, but not for this one.

Ms. Jones Smith stated that their letter mentioned that there were over 500 units coming directly across the street from this.

Mr. DeVogel said that this was for Minneola Ridge which was a Planned Unit Development (PUD); additionally, Del Webb at Minneola was also coming just down the road and would have around 1,000 homes.

Ms. Jones Smith indicated her understanding that Del Webb at Minneola would be an age restricted community.

Mr. DeVogel confirmed that it would be 55 and up. He then mentioned that there was an error on the table in the staff report for the maximum ISR, and explained that the maximum ISR for CFD was 80 percent as shown on the table; however, the maximum ISR for the Rural FLUC was only 20 percent, which was what the applicant would have to meet if they received approval for this.

Ms. Jones Smith questioned if the LDR or the Comp Plan designation would control this.

Ms. Marsh said that it would be whichever was the most restrictive and that in this case, it would be the Rural FLUC.

Ms. Jones Smith commented that their concept plan showed an ISR of more than double that.

Mr. DeVogel stated that they would have to meet these requirements if approved, which would mean a reduction in the ISR and for the structure itself.

Ms. Jones Smith mentioned that the bulk of their ISR was parking and the access road, and asked what surfaces could be used for parking that were pervious as opposed to impervious, other than just parking on grass or gravel.

Ms. Barrón clarified that Table 1 in the staff report provided criteria as set in the LDR for CFD zoning which included the 80 percent ISR; however, the Rural FLUC stated that there was a secondary impervious surface which was 35 percent for civic uses and what this would fall under.

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Ms. Marsh remarked that their proposed use still exceeded 35 percent.

Ms. Barrón said that was correct; however, they would have to be in compliance with this at the time of site plan if this rezoning request was approved.

Ms. Jones Smith opined that they would have to make up the difference in ISR with the access road since reducing their parking could create an issue. She then asked what types of materials would be alternatives for parking.

Ms. Barrón answered that grass parking would be permitted.

Ms. Jones Smith relayed that they would then have conditions of potential runoff from vehicles parking on the grass.

Mr. Seth Lynch, Engineering and Operations Director, Public Works Department, stated that grass parking was an option for churches; however, they still needed to manage the stormwater runoff from the parking. He relayed that the drive aisles, the turnaround, and any handicap spaces should be paved.

Ms. Jones Smith commented that theoretically, there were some ways they could make this work.

Mr. Lynch said that they could; however, they would need additional right of way on CR 561A, which would be determined at site plan, that could push the site further up and reduce some of the parking.

Ms. Jones Smith asked why additional right of way was needed.

Mr. Lynch replied that would be determined at site plan once the Public Works Department received the surveys, design and ordinances that dictated what they were allowed to do. He mentioned that this road would need to be improved in the future due to all the development that was coming to the City of Minneola.

Ms. Mollie Cunningham relayed her understanding that the number of parking spaces could be impacted based on things that may occur with CR 561A and the parts that needed to be paved, and that they could end up with less than 75 parking spaces.

Mr. Lynch explained that they may have to reduce the site or move it further north in order to meet the buffering, additional right of way, and the size of the stormwater retention, which would be sized per the new water management rules for the State. He said that there was also about a 75 foot or more drop from the north side down to CR 561A, opining that they had many challenges.

Mr. Tatro made a motion to approve the request.

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Ms. Cunningham seconded the motion.

Mr. Tatro indicated that he had no issue making a motion to approve this since it was pending site plan approval and final decisions on most of the items that had been discussed.

Mr. Sean Lahey questioned if the Board was inclined to add any restrictions, such as for buffering.

Ms. Jones Smith said that they could add buffering restrictions since there was no requirement for buffering between Agriculture and CFD zoned properties and this was a conditional use.

Mr. Tatro suggested adding a 15-foot landscape buffer.

Ms. Jones Smith asked if that was the type A buffer, and Ms. Marsh confirmed this. Ms. Jones Smith then remarked that the other issue was the ISR because the Rural FLUC had a maximum ISR of 35 percent; furthermore, everything else would theoretically be subject to the site plan process which would determine whether or not this plan would work.

Ms. Marsh said that this was correct, and added that the other suggestion was to add language to the ordinance to prohibit stacking of vehicles and parking offsite.

Ms. Jones Smith stated that there would be three conditions to consider adding to the ordinance as it was currently written.

Ms. Marsh questioned if the 15-foot buffer would be all the way around the entire perimeter, or just against the residential uses. She said that the Public Works Department had a concern that the applicant would not be able to do a 15-foot buffer based on the width of this property.

Ms. Jones Smith relayed that the property was only 97 feet wide.

Ms. Marsh said that this was correct and that the setbacks were 10 feet.

Ms. Jones Smith inquired if everyone was comfortable with a 10-foot buffer since the setback already required 10 feet, and to require it for the entirety of the property given that the parking would create headlight visuals pushing through to the other properties.

Mr. Tatro suggested only having the buffer on the side with the residential parcels.

Ms. Jones Smith commented that the north, east, and west sides were agriculture and not residential, but that they had residences on those properties.

Mr. Tatro suggested to buffer on those sides.

Ms. Jones Smith asked if the Board wanted the buffer to extend to the entirety of the length of the property and not just to where the parking or structure was.

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Mr. Tatro said that this was correct.

Ms. Barrón stated that a type A landscape buffer was required from the right of way regardless, and that if the Board wanted a 10-foot landscape buffer, then they could look at having that on the sides and rear.

Mr. Lahey asked if the property to the north used this property to access CR 561A.

Ms. Jones Smith indicated her understanding that the applicant was describing that they had an easement which allowed for that property owner to have access, noting that this was stated in the narrative from the applicant.

Ms. Marsh pointed out on the site plan that the proposed building in the back of the property was going to be almost directly adjacent to the neighbor on the west, and said that the neighbor on the east had their own tree line buffer from their tree farm.

Ms. Jones Smith clarified that the project narrative from the applicant stated that the property would have private access, which would also serve the adjacent rear parcel through an existing easement. She indicated her understanding that an easement was already in place, though it was not shown on the concept plan.

Ms. Marsh clarified that the concept plan did show a gravel road.

Ms. Jones Smith relayed that this would have to be resolved through site planning and that they would need to put something in place to make sure the access was maintained if there was not already a legal document pertaining to this.

Ms. Barrón indicated that the LDR for the front of the property needed to read "LDR as amended" because there would be an ordinance coming forward, which depended on when the project was developed, that may include a requirement that the front of the property needed to have a 20-foot buffer versus a 15-foot buffer. She said that the front needed to be labeled as such, and then they needed to be very specific about the buffer on the sides and rear.

Ms. Jones Smith recalled that the proposed conditions included the following: a type A buffer of 10 feet in width on the west, north and east perimeters of the property; the south buffer along CR 561A would be in accordance with the LDR; the property would be subject to a maximum ISR of 35 percent per the Comp Plan; and offsite parking and stacking of vehicles on CR 561A would be prohibited.

Mr. Tatro agreed to amend the motion with these conditions.

Ms. Cunningham seconded the amendment.

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MOTION by Dan Tatro, SECONDED by Mollie Cunningham to APPROVE Tab 4, Iglesia Cristiana Pentecostal (RZ), with the following proposed conditions: a type A buffer of 10 feet in width on the west, north, and east perimeters of the property; the south buffer along CR 561A would be in accordance with the LDR; the property would be subject to a maximum ISR of 35 percent per the Comp Plan; and offsite parking and stacking of vehicles on CR 561A would be prohibited.

FOR: Jones Smith, Tatro, Lahey and Cunningham

AGAINST: None

MOTION CARRIED: 4-0

OTHER BUSINESS

Ms. Barrón stated that the next meeting would be on May 6, 2026.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:58 a.m.

Respectfully submitted,

_____	_____
Josh Pearson	Laura Jones Smith
Deputy Clerk, Board Support	Chairman

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BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: COMMISSIONERS

MEETING DATE: 5/5/2026
ITEM TYPE: Action Item
ITEM ID: 42620

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/21/2026
MEETING DATE: 5/5/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 42927
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Inclusion of language in the County's grant agreements from 8 USC 1621 to establish a procedure for determining compliance with the Federal Immigration Law

---

RECOMMENDATION/REQUIRED ACTION:
Discussion and direction regarding the inclusion of language in the County's grant agreements from 8 USC 1621 to establish a procedure for determining compliance with the Federal Immigration Law.

There is no fiscal impact.

BACKGROUND SUMMARY: Pursuant to 8 U.S.C. 1621, local governments are not authorized to provide, “any retirement, welfare, health, disability, public or assisted housing, post-secondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of a State or local government or by appropriated funds of a State or local government,” to an individual residing in the country illegally. States may choose to “opt out;” however, Florida has not and is therefore bound by federal law.

Including language referencing 8 USC 1621 in the County’s grant agreements will establish a process for determining compliance by agencies receiving County funds, and claw back procedures for improper use of said funds by agencies and ensure the County is complying with the federal immigration law.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	USC 8 Section 1621

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 04/21/2026
Melanie Marsh	Approved - 04/28/2026
Ron Falanga	Approved - 04/28/2026
Kandace Pourbaix	Approved - 04/28/2026

Miranda Lanoue	Approved - 04/28/2026
Jaime Stewart	Approved - 04/28/2026
Melanie Marsh	Approved - 04/30/2026
Jennifer Barker	Approved - 05/01/2026
Marisol Saldana	Final Approval - 05/01/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

title applies shall, directly or through the States, post information and provide general notification to the public and to program recipients of the changes regarding eligibility for any such program pursuant to this subchapter.

(Pub. L. 104–193, title IV, §404(a), Aug. 22, 1996, 110 Stat. 2267.)

Editorial Notes

REFERENCES IN TEXT

This subchapter, referred to in text, was in the original ''this subtitle'', meaning subtitle A of title IV of Pub. L. 104–193, Aug. 22, 1996, 110 Stat. 2261, which enacted this subchapter and sections 611a and 1437y of Title 42, The Public Health and Welfare, and amended section 1383 of Title 42. For complete classification of this subtitle to the Code, see Tables.

§ 1615. Requirements relating to provision of benefits based on citizenship, alienage, or immigration status under the Richard B. Russell National School Lunch Act, the Child Nutrition Act of 1966, and certain other Acts

(a) School lunch and breakfast programs

Notwithstanding any other provision of this Act, an individual who is eligible to receive free public education benefits under State or local law shall not be ineligible to receive benefits provided under the school lunch program under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.) or the school breakfast program under section 4 of the Child Nutrition Act of 1966 (42 U.S.C. 1773) on the basis of citizenship, alienage, or immigration status.

(b) Other programs

(1) In general

Nothing in this Act shall prohibit or require a State to provide to an individual who is not a citizen or a qualified alien, as defined in section 1641(b) of this title, benefits under programs established under the provisions of law described in paragraph (2).

(2) Provisions of law described

The provisions of law described in this paragraph are the following:

(A) Programs (other than the school lunch program and the school breakfast program) under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.) and the Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.).

(B) Section 4 of the Agriculture and Consumer Protection Act of 1973 (7 U.S.C. 612c note).

(C) The Emergency Food Assistance Act of 1983 [7 U.S.C 7501 et seq.].

(D) The food distribution program on Indian reservations established under section 2013(b) of title 7.

(Pub. L. 104–193, title VII, §742, Aug. 22, 1996, 110 Stat. 2307; Pub. L. 106–78, title VII, §752(b)(6), Oct. 22, 1999, 113 Stat. 1169.)

Editorial Notes

REFERENCES IN TEXT

This Act, referred to in subsecs. (a) and (b)(1), is Pub. L. 104–193, Aug. 22, 1996, 110 Stat. 2105, known as the ''Personal Responsibility and Work Opportunity Reconciliation Act of 1996''. For complete classification of this Act to the Code, see Short Title of 1996 Amendment note set out under section 1305 of Title 42, The Public Health and Welfare, and Tables.

The Richard B. Russell National School Lunch Act, referred to in subsecs. (a) and (b)(2)(A), is act June 4, 1946, ch. 281, 60 Stat. 230, which is classified generally to chapter 13 (§1751 et seq.) of Title 42. For complete classification of this Act to the Code, see Short Title note set out under section 1751 of Title 42 and Tables.

The Child Nutrition Act of 1966, referred to in subsec. (b)(2)(A), is Pub. L. 89–642, Oct. 11, 1966, 80 Stat. 885, which is classified generally to chapter 13A (§1771 et seq.) of Title 42. For complete classification of this Act to the Code, see Short Title note set out under section 1771 of Title 42 and Tables.

Section 4 of the Agriculture and Consumer Protection Act of 1973, referred to in subsec. (b)(2)(B), is section 4 of Pub. L. 93–86, which is set out as a note under section 612c of Title 7, Agriculture.

The Emergency Food Assistance Act of 1983, referred to in subsec. (b)(2)(C), is title II of Pub. L. 98–8, Mar. 24, 1983, 97 Stat. 35, which is classified generally to chapter 102 (§7501 et seq.) of Title 7, Agriculture. For complete classification of this Act to the Code, see Short Title note set out under section 7501 of Title 7, and Tables.

CODIFICATION

Section was enacted as part of title VII of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and not as part of title IV of that Act which comprises this chapter.

AMENDMENTS

1999—Pub. L. 106–78 substituted ''Richard B. Russell National School Lunch Act'' for ''National School Lunch Act'' in section catchline and in two places in text.

SUBCHAPTER II—ELIGIBILITY FOR STATE AND LOCAL PUBLIC BENEFITS PROGRAMS

§ 1621. Aliens who are not qualified aliens or nonimmigrants ineligible for State and local public benefits

(a) In general

Notwithstanding any other provision of law and except as provided in subsections (b) and (d), an alien who is not—

(1) a qualified alien (as defined in section 1641 of this title),

(2) a nonimmigrant under the Immigration and Nationality Act [8 U.S.C. 1101 et seq.], or

(3) an alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for less than one year,

is not eligible for any State or local public benefit (as defined in subsection (c)).

(b) Exceptions

Subsection (a) shall not apply with respect to the following State or local public benefits:

(1) Assistance for health care items and services that are necessary for the treatment of an emergency medical condition (as defined in section 1396b(v)(3) of title 42) of the alien involved and are not related to an organ transplant procedure.

(2) Short-term, non-cash, in-kind emergency disaster relief.

(3) Public health assistance for immunizations with respect to immunizable diseases and for testing and treatment of symptoms of

communicable diseases whether or not such symptoms are caused by a communicable disease.

(4) Programs, services, or assistance (such as soup kitchens, crisis counseling and intervention, and short-term shelter) specified by the Attorney General, in the Attorney General's sole and unreviewable discretion after consultation with appropriate Federal agencies and departments, which (A) deliver in-kind services at the community level, including through public or private nonprofit agencies; (B) do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and (C) are necessary for the protection of life or safety.

(c) "State or local public benefit" defined

(1) Except as provided in paragraphs (2) and (3), for purposes of this subchapter the term ''State or local public benefit'' means—

(A) any grant, contract, loan, professional license, or commercial license provided by an agency of a State or local government or by appropriated funds of a State or local government; and

(B) any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of a State or local government or by appropriated funds of a State or local government.

(2) Such term shall not apply—

(A) to any contract, professional license, or commercial license for a nonimmigrant whose visa for entry is related to such employment in the United States, or to a citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99–239 or 99–658 (or a successor provision) is in effect;

(B) with respect to benefits for an alien who as a work authorized nonimmigrant or as an alien lawfully admitted for permanent residence under the Immigration and Nationality Act [8 U.S.C. 1101 et seq.] qualified for such benefits and for whom the United States under reciprocal treaty agreements is required to pay benefits, as determined by the Secretary of State, after consultation with the Attorney General; or

(C) to the issuance of a professional license to, or the renewal of a professional license by, a foreign national not physically present in the United States.

(3) Such term does not include any Federal public benefit under section 1611(c) of this title.

(d) State authority to provide for eligibility of illegal aliens for State and local public benefits

A State may provide that an alien who is not lawfully present in the United States is eligible for any State or local public benefit for which such alien would otherwise be ineligible under subsection (a) only through the enactment of a State law after August 22, 1996, which affirmatively provides for such eligibility.

(Pub. L. 104–193, title IV, § 411, Aug. 22, 1996, 110 Stat. 2268; Pub. L. 105–33, title V, §§ 5565, 5581(b)(1), Aug. 5, 1997, 111 Stat. 639, 642; Pub. L. 105–306, § 5(b), Oct. 28, 1998, 112 Stat. 2927.)

Editorial Notes

REFERENCES IN TEXT

The Immigration and Nationality Act, referred to in subsecs. (a)(2) and (c)(2)(B), is act June 27, 1952, ch. 477, 66 Stat. 163, which is classified principally to chapter 12 (§ 1101 et seq.) of this title. For complete classification of this Act to the Code, see Short Title note set out under section 1101 of this title and Tables.

Section 141 of the applicable compact of free association approved in Public Law 99–239 or 99–658, referred to in subsec. (c)(2)(A), means section 141 of the Compact of Free Association between the Government of the United States and the Governments of the Marshall Islands and the Federated States of Micronesia, which is contained in section 201 of Pub. L. 99–239, set out as a note under section 1901 of Title 48, Territories and Insular Possessions, and section 141 of the Compact of Free Association between the United States and the Government of Palau, which is contained in section 201 of Pub. L. 99–658, set out as a note under section 1931 of Title 48.

AMENDMENTS

1998—Subsec. (c)(2)(C). Pub. L. 105–306 added subpar. (C).

1997—Subsec. (c)(2)(A). Pub. L. 105–33, § 5565, inserted before semicolon '', or to a citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99–239 or 99–658 (or a successor provision) is in effect''.

Subsec. (c)(3). Pub. L. 105–33, § 5581(b)(1), made technical amendment to reference in original act which appears in text as reference to section 1611(c) of this title.

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE OF 1997 AMENDMENT

Amendment by Pub. L. 105–33 effective as if included in the enactment of title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. 104–193, see section 5582 of Pub. L. 105–33, set out as a note under section 1367 of this title.

PILOT PROGRAMS ON LIMITING ISSUANCE OF DRIVER'S LICENSE TO ILLEGAL ALIENS

Pub. L. 104–208, div. C, title V, § 502, Sept. 30, 1996, 110 Stat. 3009–671, provided that pursuant to guidelines by the Attorney General, all States could conduct pilot programs to determine the viability, advisability, and cost-effectiveness of denying driver's licenses to aliens not lawfully present in the United States and, not later than 3 years after Sept. 30, 1996, the Attorney General should submit a report to the Judiciary Committees of Congress.

§ 1622. State authority to limit eligibility of qualified aliens for State public benefits

(a) In general

Notwithstanding any other provision of law and except as provided in subsection (b), a State is authorized to determine the eligibility for any State public benefits of an alien who is a qualified alien (as defined in section 1641 of this title), a nonimmigrant under the Immigration and Nationality Act [8 U.S.C. 1101 et seq.], or an alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for less than one year.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: **MEETING DATE:** 5/5/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Departmental Item
THRU: **ITEM ID:** 42953
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Commissioner Campione - District #4

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/27/2026 **MEETING DATE:** 5/5/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Presentation
THRU: **ITEM ID:** 42847
BY: Sandy Beckett, Office Manager
SUBJECT: Sunnyside Oaks Subdivision Presentation

RECOMMENDATION/REQUIRED ACTION:
Sunnyside Oaks Development Presentation. Commission District 5.

BACKGROUND SUMMARY: On August 8, 2022, the City of Leesburg approved Planned Unit Development Case No. PUD-22-218, Sunnyside Oaks Subdivision. The development consists of approximately 32.71 acres and includes 83 detached single-family residential units. The property is generally located north of Sunnyside Drive and west of Fern Drive.

The subdivision entrance will extend north from the three-way intersection at Sunnyside Drive. This northern access point will require a driveway connection/right-of-way use permit from the County. The existing intersection is non-conventional, with approach angles of approximately 120 degrees and 90 degrees. To enhance safety and introduce traffic-calming measures, staff recommends the installation of a roundabout at this location.

This presentation will provide information about the development to the Board of County Commissioners and allow residents an opportunity to comment on the proposed roadway improvements.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Location map Sunnyside Oaks
2.	Vicinity Map Sunnyside Oaks

STAFF APPROVALS AND DATES:

Sandy Beckett	Created/Initiated - 03/27/2026
Jeffrey Earhart	Approved - 03/27/2026
David Hill	Approved - 03/30/2026
Kerri Andrews	Approved - 03/30/2026
Roberto Bonilla	Approved - 04/03/2026
Rachel Bartolowits	Approved - 04/13/2026

Ron Falanga	Approved - 04/13/2026
Kandace Pourbaix	Approved - 04/13/2026
Miranda Lanoue	Approved - 04/14/2026
Jaime Stewart	Approved - 04/14/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/21/2026
Marisol Saldana	Final Approval - 04/21/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

Aerial



Planning & Zoning Division

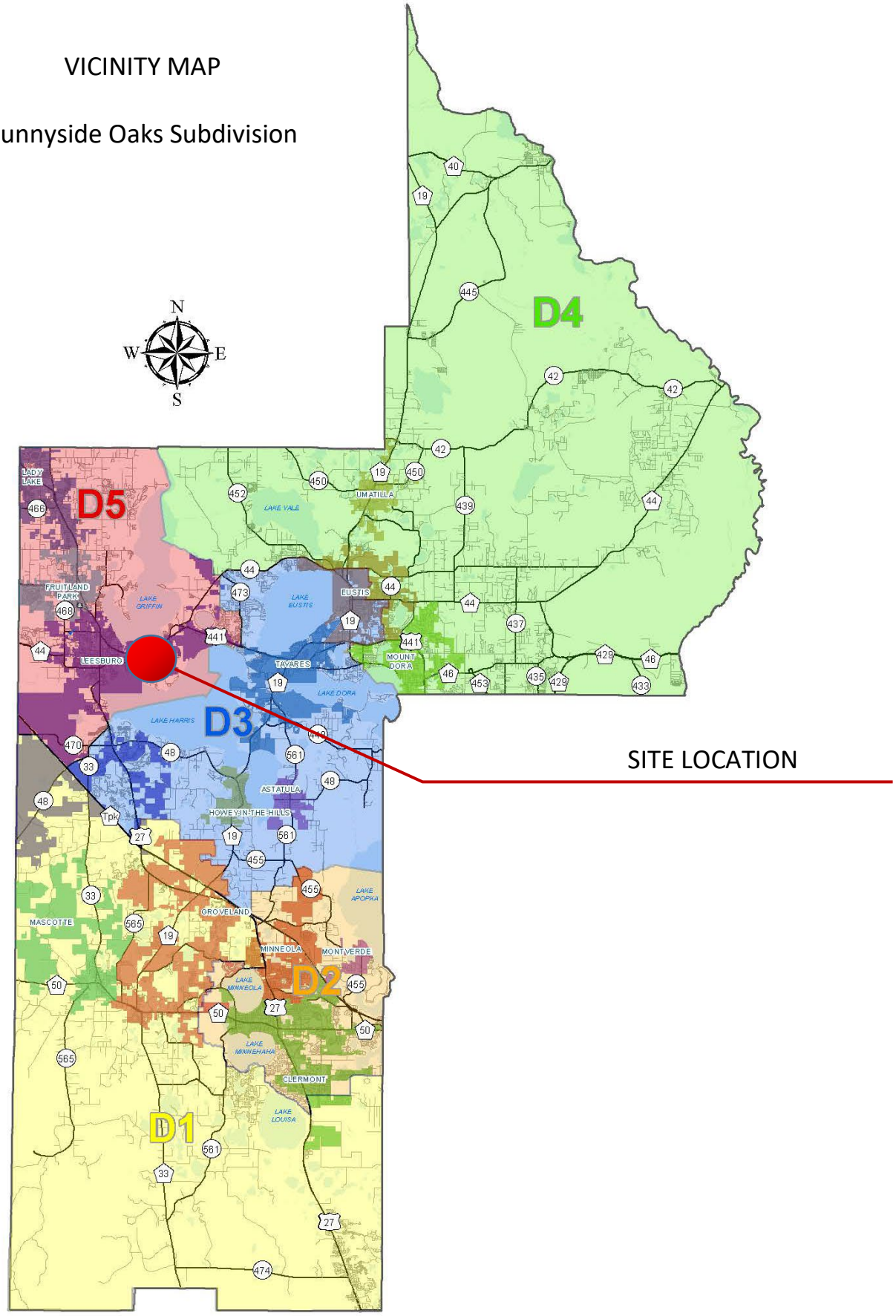
N W E S

0 80 160 240 320 Feet

PUD-22-218
Sunnyside Oaks Subdivision
AK # 1207673, 2856971, 1207665, 1301602, 2802189
Section 30, Township 19 South, Range 25 East
June 23, 2022

VICINITY MAP

Sunnyside Oaks Subdivision



BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: **MEETING DATE:** 5/5/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42949
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: INFRASTRUCTURE AND TRANSPORTATION SERVICES

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Jeffrey Earhart	-
David Hill	-
Kerri Andrews	-
Jordan Salinger	-
Roberto Bonilla	-
Rachel Bartolowits	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
MEETING DATE: 5/5/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42950
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Public Works

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Jeffrey Earhart	-
David Hill	-
Kerri Andrews	-
Jordan Salinger	-
Roberto Bonilla	-
Rachel Bartolowits	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New
Continued/Deferred Until:
Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/29/2026
MEETING DATE: 5/5/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 42928
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance repealing Chapter 6.5, Lake County Code, entitled *Cable Communications*, and amending Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits.*

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to advertise an Ordinance repealing Chapter 6.5, Lake County Code, entitled *Cable Communications*, and amending Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits.*

There is no fiscal impact.

BACKGROUND SUMMARY: Pursuant to LCC-102 adopted on August 29, 2023, concurrent with the adoption of any new code requirements, the Board of County Commissioners (Board) may repeal an existing code requirement to further the Board's objective to ensure that newly adopted code provisions do not increase the overall regulatory impact on the residents and businesses within the unincorporated County.

Chapter 6.5, entitled *Cable Communications*, Lake County Code, was enacted on October 4, 1994, through Ordinance 1994-14 for the purposes of regulating the cable communications franchises within Lake County. The proposed Ordinance repeals Chapter 6.5 as the regulation is obsolete. Cable communications are regulated under Chapter 610, Florida Statutes, entitled *Cable and Video Services*, and registration and franchising of cable communications entities is preempted to the State of Florida.

This Ordinance also amends Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits*, to reorganize the remaining regulations of Chapter 6.5 for greater efficiency in connection with the repeal as the statute reserves to local government the ability to issue permits for cable communications facilities to be installed or located within the right-of-way.

This proposed Ordinance accompanies the HOA Affidavit Requirement for Zoning Permits Ordinance. If approved to advertise, the proposed Ordinance will be scheduled for a Public Hearing on May 19, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Proposed Ordinance
2.	Business-Impact-Estimate_Repeal Chapter 6.5 & Amending Section 18-3

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 04/29/2026
Melanie Marsh	Approved - 05/01/2026
Jeffrey Earhart	Approved - 05/01/2026
David Hill	Approved - 05/01/2026
Kerri Andrews	Approved - 05/01/2026
Roberto Bonilla	Approved - 05/01/2026
Rachel Bartolowits	Approved - 05/01/2026
Kandace Pourbaix	Approved - 05/01/2026
Miranda Lanoue	Approved - 05/01/2026
Jaime Stewart	Approved - 05/01/2026
Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/01/2026
Marisol Saldana	Final Approval - 05/01/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

This Ordinance repeals Chapter 6.5, Lake County Code, entitled *Cable Communications,* and amends Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits*. Chapter 6.5 regarding Cable Communications was enacted through Ordinance 1994-14 for the purposes of regulating cable communications franchises within Lake County. The regulation is obsolete. Cable communications are regulated by Chapter 610, Florida Statutes, entitled *Cable and Video Services*, and registration and franchising of cable communications entities is preempted to the State of Florida. The statute reserves to local government the ability to issue permits for cable communications facilities to be installed or located within the right-of-way, and therefore amendments to Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits,* are incorporated to reorganize the remaining regulations for greater efficiency in connection with the repeal.

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; REPEALING CHAPTER 6.5, LAKE COUNTY CODE, ENTITLED *CABLE COMMUNICATIONS*; AMENDING CHAPTER 18, SECTION 18-3, LAKE COUNTY CODE, ENTITLED *RIGHT-OF-WAY UTILIZATION PERMIT*; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 6.5, Lake County Code, was enacted on October 4, 1994, through Ordinance 1994-14 for the purposes of regulating the cable communications franchises within Lake County; and

WHEREAS, the State of Florida continues to regulate this activity pursuant to Chapter 610, Florida Statutes, entitled *Cable and Video Services*; and

WHEREAS, legislative changes to Chapter 610, Florida Statutes, since the enactment of Chapter 6.5, Lake County Code, have preempted the area of cable communications franchising to the State, rendering large portions of this code obsolete; and

WHEREAS, Section 610.114, Florida Statutes, entitled *Limitation on local authority*, provides that although cable franchise regulation is preempted to the State, municipalities and counties may continue to require permits from cable communications entities for cable facilities installed within public rights-of-way; therefore, Section 18.3, Lake County Code, entitled *Right-of-Way Utilization Permits* shall be amended to incorporate the provisions of Chapter 6.5 which were applicable to use of public rights-of-way; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the residents of Lake County to repeal Chapter 6.5 and amend Section 18-3 accordingly to remove the unnecessary regulations and relocate the remaining applicable regulations to the appropriate section of the Code.

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

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. **Repealer.** Section 6.5, Lake County Code, entitled *Cable Communications*, is hereby repealed in its entirety and shall be marked as "Reserved" as follows:

Chapter 6.5 ~~CABLE COMMUNICATIONS~~RESERVED.

Section 3. **Amendment.** Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permit*, is hereby amended to read as follows:

Sec. 18-3. Right-of-way utilization permit.

{All preceding sections shall remain unchanged.}

****

(g) *Inspection and Approval of Work.* The County Shall have the right to inspect and approve all materials and/or phases of work. Final inspection and acceptance of work by the County must be obtained to document the completion of the work. All work Shall be subject to the construction requirements and inspections as required in other provisions of these regulations. All transmission and distribution structures, lines, and equipment erected by a Permittee shall be located in accordance with County standards and approval so as to cause minimum interference with the proper use of streets and other public places, and to cause minimum interference with the rights and reasonable convenience of adjoining property owners of the said streets, or other public places.

h) *Guarantee and Responsibility for Compliance.*

(1) Permittees Shall guarantee all work performed under the terms of the permit for a period of one (1) year from the date of final inspection and acceptance of work. However, any repair costs which are due to an obvious failure to comply with applicable standards (i.e., depth of cover, etc.) Shall be the responsibility of the original permittee regardless of the original date of acceptance.

(2) Either the permittee, or the permittee's successors or assigns, shall be responsible for all maintenance associated with the improvement or structure placed above, on or

under the public right-of-way or public easement. The permittee or the permittee's successors or assigns shall indemnify and defend the County for any personal injuries or property damage resulting from the failure to duly maintain the improvement or structure, and shall indemnify and defend the County for any personal injuries or property damages resulting from the construction or maintenance activities permitted hereunder. Further, the permittee, or the permittee's successors or assigns shall be responsible for any personal injuries or property damages the construction, maintenance, improvements or structures cause to third parties.

(3) Any failures Shall be repaired by the permittee, or permittee's successors or assigns, at the direction of the County, within five (5) days, unless the urgency of the problem requires a quicker reaction time.

(4) The permittee, or permittee's successors or assigns, Shall be responsible for all repair costs incurred due to damages to existing utilities by failure to use due care, including errors in locating existing utilities during construction.

(5) The permittee or permittee's successors or assigns assumes full and total responsibility for compliance with these regulations, supporting standards, additional requirements of the Board of County Commissioners, any municipal, County, state or federal laws, ordinances, or other directives which may apply to the proposed construction or maintenance work, improvement or structure.

(i) *Removal/Relocation of Improvements/Structures.* Upon ten (10) days written notice from the County, the permittee, or permittee's successors or assigns, Shall be required to remove, at permittee's sole expense, and/or relocate the improvements or structures placed within the right-of-way. Each permittee shall, upon request by any person or legal entity holding a building moving permit, or other approval issued by the county or the State of Florida, temporarily remove, raise or lower its wires to permit the movement of buildings. The expense of such removal, raising or lowering shall be paid by the person or legal entity requesting the same, and a permittee shall be authorized to require such payment in advance. A permittee shall be given not less than forty-eight (48) hours prior written notice to arrange for such temporary wire changes.

****

{All subsequent sections shall remain unchanged.}

Section 4. **Severability.** If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property,

circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 5. **Inclusion in the Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 7. **Effective Date.** This Ordinance shall become effective as provide for by law.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Business Impact Estimate

Staff Contact:	Contact Number:
Meg Brew	352-742-3921

1. Include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County:

It has been determined that it is in the best interest of the residents of Lake County to repeal an outdated or obsolete ordinance whenever a new ordinance is codified.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible; or

c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

There is no anticipated impact on private for profit businesses in Lake County.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

There is no anticipated impact on private for profit businesses in Lake County.

4. Any additional information:

This ordinance repeals Chapter 6.5, Lake County Code, and amends Section 18-3, Lake County Code. The regulation provided for in Chapter 6.5 is obsolete as it is now regulated by Chapter 610, Florida Statutes. Section 18-3 has been amended to describe the County's ability to issue permits for cable communications installed in the right of way.

This Business Impact Estimate for the proposed ordinance is included in the agenda packet for the Board of County Commissioners Meeting at https://lakecountyfl.gov/board-of-county-commissioners/board-meetings and under the Lake County Ordinances webpage at https://lakecountyfl.gov/county-attorney/ordinances.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/01/2026
MEETING DATE: 5/5/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Other
THRU:
ITEM ID: 42845
Maria AbdoulKarim, Office of Housing & Community Services Director
BY: Amy Elliott, Associate Director of Housing and Community Services
SUBJECT: Elder Affairs Coordinating Council

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to appoint a member to the Elder Affairs Coordinating Council (Elder Affairs Council) and applicable waiver, as follows:

• District 1: David Hopkins (Seat 2 - term ending 1/31/2028)

Commissioner Leslie Campione is the Board's liaison for the Elder Affairs Council.

BACKGROUND SUMMARY: On May 7, 2002, the Board of County Commissioners (Board) adopted Ordinance No. 2002-40, which established the Elder Affairs Coordinating Council (Elder Affairs Council) consisting of ten members, including two representatives for each commission district. Ordinance No. 2006-36 amended the membership of the Elder Affairs Council from ten to thirteen members with staggered terms, as well as adding three at-large members.

According to Section 2-90.48, the purpose of the Elder Affairs Council is to provide the Board with information regarding existing programs and facilities providing services to the elders, perceived services necessary for the elders and to make recommendations regarding elder services and facilities and programs that would benefit the elders and assist in making Lake County an elder ready community.

Chapter 112, Part III, Florida Statutes, establishes ethical standards of conduct and governs conflicts of interest for elected and appointed public officers.

The Elder Affairs Coordinating Council currently consists of the following members:

District 1, Seat 1: Hugh Gravitt (Term expires 1/31/28)
District 2, Seat 1: Pamela Orr (Term expires 1/31/2027)
District 2, Seat 2: Eboni Gant (Term expires 1/31/2027)
District 3, Seat 2: Janelle Carbone-Rodriguez (Term expires 1/31/28)
District 4, Seat 1: Cheryl Rumbley (Term expires 1/31/2027)
District 4, Seat 2: (Frances) Marcella Bland (Term expires 1/31/2027)
District 5, Seat 1: Kathy Haviland (Term expires 1/31/28)

District 5, Seat 2: Dell Richards (Term expires 1/31/28)
At-Large Member: Deborah Brazill (Term expires 1/31/2027)
At-Large Member: Carol Clendinen (Term expires 1/31/2027)

The following seats will be vacant if these appointments are approved:
District 3, Seat 1
At-Large Member

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Hopkins, David Application 3.26.26

STAFF APPROVALS AND DATES:

Amy Elliott	Created/Initiated - 04/01/2026
Maria AbdoulKarim	Approved - 04/14/2026
Mariellie Alvarez	Approved - 04/14/2026
Miranda Lanoue	Approved - 04/15/2026
Karen Maxwell	Approved - 04/15/2026
Cari Christian	Approved - 04/15/2026
Alexis Clark	Approved - 04/15/2026
Ron Falanga	Approved - 04/16/2026
Kandace Pourbaix	Approved - 04/16/2026
Miranda Lanoue	Approved - 04/16/2026
Jaime Stewart	Approved - 04/16/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/21/2026
Marisol Saldana	Final Approval - 04/21/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Thursday, March 26, 2026 5:40:47 PM

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

David Hopkins (dhopkins@assistedlivinglocators.com)
Home phone: 352-705-3779

Address

County of residence: Lake

Mailing

dhopkins@assistedlivinglocators.com, Clermont, 34711

Physical

12100 Garnet Dr, Clermont, 34711

Education

BS in Health Information Management, UCF Certified Dementia Practitioner CORE Certified ALF Administrator

Business Info

Assisted Living Locators
3527053779
Position: Owner
Address:
12100 Garnet Dr
Clermont 34711

Qualifications

Training, experience, or qualifications related to board / committee:
25 Years Health care experience, 10 years as Executive Director operating Assisted Living Communities. Clermont resident since 1999.

Reason interested in appointment:
We, as a county, need to be focused on our Seniors and the care they are receiving. I have been a family member on the senior living journey for five of my relatives and have worked in Senior living for the past 10 years.

Currently serving a Lake County Board / Committee:
No

Past service to Lake County Board(s) / Committee(s):
No

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?
No

Are you, your spouse, or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the county?:
No

Board(s) / Committee(s) of interest:

- Affordable Housing Advisory Committee:
- Arts and Cultural Alliance:
- Board of Adjustment:
- Board of Building Examiners:
- Children's Services Council:
- Elder Affairs Coordinating Council: True
- Keep Lake Beautiful Advisory Committee:
- Lake County Water District:
- Lake-Sumter MPO - Community Advisory Committee (CAC):

- Library Advisory Board:
- Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee:
    - Property owner within Planning Area (OR):
    - Resident or property owner within a three mile radius of the Planning Area Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:
        - Land Planning:
        - Engineering:
        - Architecture:
        - Ownership or operation of a business:
        - Community leadership/volunteerism:
- Parks, Recreation & Trails Advisory Board:
- Planning & Zoning Board:
- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Sean Parks
352-988-7099
County Comissioner

Lindsey Collins
352-484-8420
Hunt Trace Executive Director

Beau Herman
321-948-7979
Assisted Living Locators Owner

How did you learn of this vacancy?:

Other

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BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/25/2026
MEETING DATE: 5/5/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Other
THRU:
ITEM ID: 42831
Maria AbdoulKarim, Office of Housing & Community Services Director
BY: Amy Elliott, Associate Director of Housing and Community Services
SUBJECT: Children's Services Council

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to appoint members to the Children's Services Council and applicable waiver, as follows:

• District 1: Lori Gravitt (Seat 1 term ending 5/14/2028)
• District 2: Juana Delacruz (Seat 1 term ending 5/14/2028) *Ms. Delacruz is also a member of the Library Advisory Board.*
• District 3: John Herrell (Seat 1 term ending 5/14/2028) with conflict waiver
• District 4: Byron E. Thompson (Seat 1 term ending 5/14/2028) with conflict waiver. *Mr. Thompson is also a member of the Affordable Housing Advisory Committee.*
• District 5: Kayla Tufts (Seat 1 interim term ending 5/14/2026 and re-appointment for the next two-year term ending 5/14/2028)
• Member at Large: Courtney Domingue (Seat 1 term ending 5/14/2028)
• Member at Large: Angel Coba (Seat 2 interim term ending 5/14/2026 and re-appointment for the next two-year term ending 5/14/2028)
• Member at Large: Malika Ramrattan (Seat 2 term ending 5/14/2027)

Commissioner Anthony Sabatini is the Board's liaison for the Children's Services Council.

BACKGROUND SUMMARY: The Children's Services Council (Council) was created by the Board of County Commissioners (Board) in 1997 for the purposes of advising and making recommendations to the Board on the status of children and families in Lake County. The Council consists of 15 members, serving two-year terms, with eight members having terms that expire in even-numbered years, and seven member terms expiring in odd-numbered years. The code allows the Board to appoint members outside the district boundaries if there is not a sufficient number of qualified applicants to fill district seats.

Chapter 112, Part III, Florida Statutes, establishes ethical standards of conduct and governs conflicts of interest for elected and appointed public officers. The purpose of this agenda item is to provide a waiver of potential ethical conflict for Captain John Herrell and Mr. Byron E. Thompson who seek to be appointed to the Children's Services Council and who may hold a conflicting employment, contractual or other

relationship with an outside business entity, which is prohibited by Section 112.313(3) and (7), Florida Statutes, absent a waiver as permitted by Section 112.313(12), Florida Statutes.

Accordingly, a waiver under Section 112.313(12), Florida Statutes, is requested for Capt. Herrell and Mr. Thompson. Section 112.313(12), Florida Statutes, states that the requirements of Section 112.313(3) and (7) may be waived by the body appointing the person with the conflict to an advisory board, upon a full disclosure of the relationship constituting the conflict and an affirmative vote in favor of waiver by a two-thirds majority. The waivers, if granted, would permit the appointments of Capt. Herrell and Mr. Thompson to the Children's Services Council while continuing their roles with the Lake County Sheriff's Office (LCSO) and LifeStream Behavioral Center, Inc. (LifeStream), respectively. Even if the waivers are granted, should the Children's Services Council ever have an agenda item concerning the LCSO or LifeStream, Capt. Herrell or Mr. Thompson would still have to declare a voting conflict and fill out the required forms.

The Children's Services Council currently consists of the following members:

• District 1: Lori Gravitt (Seat 1) - term expires 5/14/2026 **Reapplied**
• District 1: Evelisse Bookhout (Seat 2) - term expires 5/14/2027
• District 2: Juana Delacruz (Seat 1) - term expires 5/14/2026 **Reapplied**
• District 2: Diana Violette (Seat 2) - term expires 5/14/2027
• District 3: John Herrell (Seat 1) - term expires 5/14/2026 **Reapplied**
• District 3: Sara J. McClain (Seat 2) - term expires 5/14/2027
• District 4: Byron E. Thompson (Seat 1) - term expires 5/14/2026 **Reapplied**
• District 4: Angela Scullion (Seat 2) - term expires 5/14/2027
• Member at Large: Courtney Domingue - term expires 5/14/2026 **Reapplied**
• School Board Representative: Kristin McCall - term expires 5/14/2027

The following seats will still be vacant if these appointments are approved:

• District 5: Seat 2 - term expires 5/14/2027
• Program Administrator of the Department of Children and Families - term expires 5/14/2026

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Gravitt, Lori Application 3.24.26
2.	De La Cruz, Juana Application 3.24.26
3.	Herrell, John Application 3.26.26
4.	Herrell, John Waiver 4.9.26
5.	Thompson, Byron Application 3.23.26
6.	Thompson, Byron Waiver 4.7.26

7.	Tufts, Kayla Application 2.18.26
8.	Domingue, Courtney Application 3.23.26
9.	Coba, Angel Application 3.10.26
10.	Ramrattan, Malika Application 3.15.26

STAFF APPROVALS AND DATES:

Amy Elliott	Created/Initiated - 03/25/2026
Maria AbdoulKarim	Approved - 03/27/2026
Mariellie Alvarez	Approved - 04/07/2026
Miranda Lanoue	Approved - 04/07/2026
Karen Maxwell	Approved - 04/08/2026
Cari Christian	Approved - 04/09/2026
Mariellie Alvarez	Approved - 04/09/2026
Alexis Clark	Approved - 04/14/2026
Ron Falanga	Approved - 04/14/2026
Kandace Pourbaix	Approved - 04/14/2026
Miranda Lanoue	Approved - 04/15/2026
Jaime Stewart	Approved - 04/15/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/21/2026
Marisol Saldana	Final Approval - 04/21/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Tuesday, March 24, 2026 12:32:31 PM

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Lori Gravitt (lorilgravitt@gmail.com)
Home phone: 9419797027

Address

County of residence: Lake

Mailing

2281 Gladiolus Lane , Mascotte, 34753

Physical

2281 Gladiouls Lane, Mascotte, 34753

Education

Master of Business Management

Business Info

Addition FI
407.896.9411
Position: AVP, Branch Manager II
Address:
2390 E Hwy 50
Clermont 34711

Qualifications

Training, experience, or qualifications related to board / committee:
I bring a strong combination of professional experience, community involvement, and a deep passion for serving families and individuals in my community. In my role with Addition Financial, I have developed expertise in financial services, leadership, and community engagement. I work closely with individuals and families to support their financial well-being, while also leading initiatives that promote growth, accountability, and member service within my team. In addition to my professional role, I am the founder of Reforged Foundation, a nonprofit organization dedicated to supporting veterans in their overall well-being. Through Reforged, we provide access to fitness programs and community support, helping veterans build structure, connection, and long-term stability. This experience has strengthened my ability to lead with purpose, build partnerships, and manage programs that directly impact lives. I am actively involved in the community, particularly in initiatives related to education, youth development, and family support services. I regularly participate in community meetings, including the Children's Services Council, where I stay informed on local resources and collaborate with organizations that serve families in Lake County. My involvement allows me to bring both awareness and actionable support back to the community I serve. I am passionate about making a meaningful impact, and I bring a collaborative mindset, strong leadership skills, and a commitment to improving outcomes for children and families. I would be honored to continue serving and contributing to the mission of the Children's Services Council.

Reason interested in appointment:
I am interested in serving on the Children's Services Council because I am deeply passionate about strengthening families and creating better opportunities for children in our community. Through both my professional role and my nonprofit work, I see firsthand how access to the right resources, education, and support systems can change the trajectory of someone's life. My involvement with the Council has already given me valuable insight into the impact of programs like early learning, family support services, and youth development initiatives. I am inspired by the work being done and want to play a more active role in supporting and expanding these efforts. I also believe my background allows me to bring a unique perspective. Working in financial services, I

understand the challenges many families face and the importance of financial stability. Through Reforged Foundation, I have experience building programs that support overall well-being and long-term success. I am committed to being a voice that advocates for accessible, impactful services that truly meet the needs of our community. Serving on this board would allow me to continue giving back in a meaningful way, collaborate with other community leaders, and help ensure that children and families have the resources they need to thrive.

Currently serving a Lake County Board / Committee:
Yes

Past service to Lake County Board(s) / Committee(s):
Yes

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?
No

Are you, your spouse, or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the county?:
No

Board(s) / Committee(s) of interest:

- Affordable Housing Advisory Committee:
- Arts and Cultural Alliance:
- Board of Adjustment:
- Board of Building Examiners:
- Children's Services Council: True
- Elder Affairs Coordinating Council:
- Keep Lake Beautiful Advisory Committee:
- Lake County Water District:
- Lake-Sumter MPO - Community Advisory Committee (CAC):
- Library Advisory Board:
- Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee:
    - Property owner within Planning Area (OR):
    - Resident or property owner within a three mile radius of the Planning Area Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:
        - Land Planning:
        - Engineering:
        - Architecture:
        - Ownership or operation of a business:
        - Community leadership/volunteerism:
- Parks, Recreation & Trails Advisory Board:
- Planning & Zoning Board:

- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Hugh Gravitt
9419797027
2281 Gladiolus Lane Mascotte FL

Jeri Ebbole
9416619560
433 Montego Bay Dr Mulberry FL

Anna Perez
4078969411
2390 E Hwy 50 Clermont

How did you learn of this vacancy?:

Other

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From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Tuesday, March 24, 2026 3:58:26 PM

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Juana De La Cruz (juanitai25@hotmail.com)
Home phone: 3218008718

Address

County of residence: Lake

Mailing

juanitai25@hotmail.com, Minneola, juanitai25@hotmail.com

Physical

1039 Jayhil Drive, Minneola, 34715

Education

College credits at Valencia

Business Info

JD Paralegal Group

Position: Owner
Address:

Qualifications

Training, experience, or qualifications related to board / committee:
Certified Well-being being ambassador, mental health first aid for adults and youth, emptional CPR, Orientation to Wellness Recovery Action Plan (WRAP), Level 1 Herbalist, Public Leadership Institute, Currently completing Permaculture Design (touches aspects in physical and mental health wellness), former board member of National Alliance of Mental Illnesses Orlando Chapter, NAMI In Our Voice, Family to Family facilitator, and Peace and Justice Institute Facilitator Level 1

Reason interested in appointment:
I am seeking reappointment for children council bevause I am committed to improving community well-being, especially the children. I believe sustainable changes when community voices are included in planning and decision-making. I value collaboration across sectors and I believe my background in community engagement, originizational leadership, and civic Involvement would allow me to contribute thoughtfully.

Currently serving a Lake County Board / Committee:
Yes

Past service to Lake County Board(s) / Committee(s):
Yes

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?
No

Are you, your spouse, or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the county?:
No

Board(s) / Committee(s) of interest:

- Affordable Housing Advisory Committee:
- Arts and Cultural Alliance:
- Board of Adjustment:

- Board of Building Examiners:
- Children's Services Council: True
- Elder Affairs Coordinating Council:
- Keep Lake Beautiful Advisory Committee:
- Lake County Water District:
- Lake-Sumter MPO - Community Advisory Committee (CAC):
- Library Advisory Board: True
- Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee:
    - Property owner within Planning Area (OR):
    - Resident or property owner within a three mile radius of the Planning Area Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:
        - Land Planning:
        - Engineering:
        - Architecture:
        - Ownership or operation of a business:
        - Community leadership/volunteerism:
- Parks, Recreation & Trails Advisory Board:
- Planning & Zoning Board:
- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Bill Mathias
352-551-9208
Leesburg

Christopher Canas
9542923071
Clermont

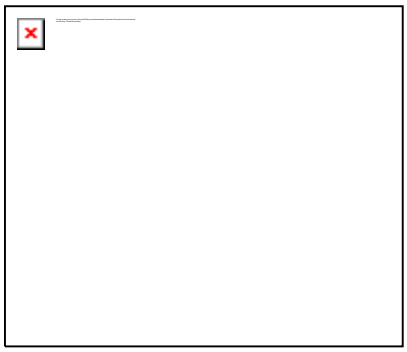
How did you learn of this vacancy?:

Other

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Saldana, Marisol

From: noreply <noreply@lakecountyfl.gov>
Sent: Thursday, March 26, 2026 3:34 PM
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee



You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

John Herrell (john.herrell@lcso.org)
Home phone: 352-267-0410

Address

County of residence: Lake

Mailing

360 West Ruby Street , Tavares, FL , 32778

Physical

360 West Ruby Street, Tavares, 32778

Education

Bachelor of Applied Science in Strategic Leadership (concentration in Criminal Justice Administration) Associate in Applied Science in Business Administration

Business Info

Lake County Sheriff's Office
352-267-0410
Position: Captain, Support Services Bureau
Address:
360 West Ruby Street
Tavares, FL 32778

Qualifications

Training, experience, or qualifications related to board / committee:
I have worked for the Lake County Sheriff's Office for 29 years, several of which were spent supervising the investigations of crimes against children and working with local resources that assist children and families.

Reason interested in appointment:
I would like to continue my service in this role/capacity as a representative of the Sheriff's Office.

Currently serving a Lake County Board / Committee:
Yes

Past service to Lake County Board(s) / Committee(s):
Yes

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?
Yes

Are you, your spouse, or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the county?:
Yes

Board(s) / Committee(s) of interest:

- Affordable Housing Advisory Committee:
- Arts and Cultural Alliance:
- Board of Adjustment:
- Board of Building Examiners:
- Children's Services Council: True
- Elder Affairs Coordinating Council:
- Keep Lake Beautiful Advisory Committee:
- Lake County Water District:
- Lake-Sumter MPO - Community Advisory Committee (CAC):

- Library Advisory Board:
- Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee:
    - Property owner within Planning Area (OR):
    - Resident or property owner within a three mile radius of the Planning Area Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:
        - Land Planning:
        - Engineering:
        - Architecture:
        - Ownership or operation of a business:
        - Community leadership/volunteerism:
- Parks, Recreation & Trails Advisory Board:
- Planning & Zoning Board:
- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Christie Mysinger
352-267-6719
360 West Ruby Street, Tavares, FL 32778

Glen Hall
352-343-9829
360 West Ruby Street, Tavares, FL 32778

Todd English
352-343-9454
360 West Ruby Street, Tavares, FL 32778

How did you learn of this vacancy?:

Other

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FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
Herrell, John L.	Captain
MAILING ADDRESS	**AGENCY OR ADVISORY BOARD**
360 W. Ruby Street	Lake County Sheriff's Office
CITY / ZIP / COUNTY	**ADDRESS OF AGENCY**
Tavares, FL 32778 Lake	360 W. Ruby St., Tavares, FL 32778

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (X) The reporting person;

   ( ) The spouse of the reporting person, whose name is_____; or

   ( ) A child of the reporting person, whose name is_____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services:_____.

   (X) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   Lake County Sheriff's Office.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; (X) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

[CONTINUED ON REVERSE SIDE]

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is_____; or

   ( ) A child of the reporting person, whose name is_____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
	04-09-26	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

[CONTINUED FROM FIRST SIDE]

From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Monday, March 23, 2026 5:13:32 PM

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Byron E Thompson (B.E.) (bethompson@gmail.com)
Home phone: 3524344502

Address

County of residence: Lake

Mailing

1203 Chesterfield Ct, Eustis, 32726

Physical

1203 Chesterfield Ct, Eustis, 32726

Education

Bachelors - Public Administration

Business Info

LifeStream Behavioral Center, Inc.
3523157509
Position: Assoc Vice President - Community Relations/Government Affairs
Address:
PO Box 491000
Leeesburg 34749-1000

Qualifications

Training, experience, or qualifications related to board / committee:
I have extensive experience designing and implementing youth- and education-focused programs for both government and nonprofit agencies. My background includes serving as the Comprehensive Youth Services Coordinator for the City of Eustis and as Program Administrator at LAKE Academy. I also have a strong record in grant writing and program development for nonprofit behavioral healthcare and government organizations, securing more than $325 million in funding over the course of my career. I was honored to serve for ten years as a Gubernatorial Appointee—and later Chairman—of the Early Learning Coalition of Lake County. It has likewise been a privilege to serve on the Lake County Children's Services Council (formerly the Lake County Citizens' Commission for Children), and I look forward to the opportunity to continue contributing.

Reason interested in appointment:
My grandparents moved to Lake County from nearby Orange County in 1936, and this community has been exceptionally good to us ever since. I have always felt a strong passion for giving back in meaningful ways. My focus has consistently been on child- and family-serving programs, and I am also interested in serving on boards or committees that support the development of attainable housing or work to reduce—and ultimately eliminate—homelessness.

Currently serving a Lake County Board / Committee:
Yes

Past service to Lake County Board(s) / Committee(s):
Yes

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?
Yes

Are you, your spouse, or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a

contract with the county?:
No

Board(s) / Committee(s) of interest:

- Affordable Housing Advisory Committee:
- Arts and Cultural Alliance:
- Board of Adjustment:
- Board of Building Examiners:
- Children's Services Council: True
- Elder Affairs Coordinating Council:
- Keep Lake Beautiful Advisory Committee:
- Lake County Water District:
- Lake-Sumter MPO - Community Advisory Committee (CAC):
- Library Advisory Board:
- Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee:
    - Property owner within Planning Area (OR):
    - Resident or property owner within a three mile radius of the Planning Area Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:
        - Land Planning:
        - Engineering:
        - Architecture:
        - Ownership or operation of a business:
        - Community leadership/volunteerism:
- Parks, Recreation & Trails Advisory Board:
- Planning & Zoning Board:
- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Ann Huffstetler Rou
3524832880
1973 Appalachee Cir, Tavares, FL 32788

Rep Nan Cobb
3525160385
1255 E CR 44, Eustis, FL 32736

Caroline Van Dyken
3523262691
811 Boyleston St, Leesburg, FL 34748

How did you learn of this vacancy?:

Other

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All rights reserved.

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
Thompson, Byron E			Associate Vice President - Comm Rel/Govt Aff
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
1203 Chesterfield Ct			LifeStream Behavioral Center, Inc.
CITY	ZIP	COUNTY	ADDRESS OF AGENCY
Eustis, FL	32726	Lake	PO Box 491000, Leesburg, FL 34749-1000

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (X) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   (X) Supplying the following realty, goods, and/or services: Behavioral Health and Social Services.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   LifeStream Behavioral Center, Inc.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; (X) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

[CONTINUED ON REVERSE SIDE]

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is_____; or

   ( ) A child of the reporting person, whose name is_____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
	04/07/2026	04/07/2026

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

[CONTINUED FROM FIRST SIDE]

RECEIVED

FEB 18 2026

BCC OFFICE

LAKE COUNTY BOARD/COMMITTEE

GENERAL APPLICATION

☐Mr. ☑Ms. Name: Kayla Tufts Date: 2/12/26

Home Mailing Address: 2202 Old Tavares Rd
Leesburg FL 34748

Home Physical Address: [same as above]

County of Residence: Lake County Home Phone: 401 230 4478

E-mail Address: Kayla.tufts@adventhealth.com

Education: Current -(online) Rio Salado College - AAS

Business (Name & Type): X

Business Address:

Business Phone: Position:

Training, experience or qualifications related to board/committee to which appointment is sought:
Worked in a hospital for 11 years, 5 of which was in leadership. Experienced in clinical, HR and nonprofit areas.

State reasons you are interested in appointment which is sought:
Interested in the future of Lake County.

Do you ***currently*** serve on a Lake County board/committee?
☐ Yes ☒ No *If yes, please identify each board/committee:*

Name of Board/Committee:

Have you served on a Lake County board/committee ***in the past?***
☐ Yes ☒ No *If yes, please identify each board/committee:*

Name of Board/Committee: **Dates Served:**

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?

☐ Yes ☒ No *If yes, please identify the entity or agency:*

_____

Are you, your spouse or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the County?

☐ Yes ☒ No *If yes, please identify the entity or agency:*

_____

Please check board(s)/committee(s) that interest you at this time:

☐ Affordable Housing Advisory Committee
☐ Board of Adjustment
***(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)**
☐ Board of Building Examiners ***(Note: A separate application is required for the Board of Building Examiners)***
***(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)**
☑ Children's Services Council
☑ Elder Affairs Coordinating Council
☐ Keep Lake Beautiful Advisory Committee
☐ Lake-Sumter MPO – Community Advisory Committee **CAC** *(Effective January 1, 2019)*
☐ Library Advisory Board
☐ Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee – ***Please check one:***
- □ *Property owner within the Planning Area* **(OR)**
- □ *Resident or property owner within a three mile radius of the Planning Area*

Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? *Please check all that apply:*
- □ *Land planning*
- □ *Engineering*
- □ *Architecture*
- □ *Ownership or operation of a business*
- □ *Community leadership/volunteerism*

☑ Parks, Recreation and Trails Advisory Board
☐ Planning & Zoning Board
***(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)**
☐ Public Safety Coordinating Council
☐ Sales Surtax Oversight Advisory Committee
☐ Tourist Development Council
☐ Value Adjustment Board
☐ Water Safety Advisory Committee
☐ Other _____

***YOU WILL BE REQUIRED TO FILE A FINANCIAL DISCLOSURE FORM, PURSUANT TO CHAPTER 112, FLORIDA STATUTES, IF APPOINTED TO THE BOARD OF ADJUSTMENT, THE BOARD OF BUILDING EXAMINERS, OR THE PLANNING AND ZONING BOARD. Also, due to Florida laws regarding dual office holding, citizens cannot serve on more than one of these above-mentioned boards at one time. In the event this occurs, the member will be required to resign from one of the positions.**

References may be secured from the following individuals:

	Name	Address	Phone Number
1.	Mabel Valdiva	Apopka FL	202-262-1440
2.	Caitlin carter	The Villages, FL	810-278-0770
3.			

I will attend meetings in accordance with the adopted policies of Lake County. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations.

Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this application form.

How did you learn of this vacancy?

□ Newspaper Ad □ Internet □ LSSC Channel 13 □ Friend ☒ Other

I searched.

Applications are kept on file with the Board of County Commissioners for a period of six months from date of receipt. In the event a vacancy occurs and you are not appointed to a particular board/committee, your application may be reconsidered should another vacancy occur during that six month period.

Please return this completed application to:

Lake County Board of County Commissioners
County Commissioners' Office
P. O. Box 7800
Tavares, FL 32778-7800

Revised 9/10/2018

From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Monday, March 23, 2026 6:59:11 PM

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Courtney Domingue (cldomingue93@gmail.com)
Home phone: 2102906575

Address

County of residence: Lake

Mailing

cldomingue93@gmail.com, Minneola, 34715

Physical

2253 Crossbow St, Minneola, 34715

Education

Master's Degree: - MA in Special Education with concentration in Applied Behavior Analysis - University of Texas at San Antonio: August 2015 - May 2017 Bachelor's Degree: - BS in Kinesiology - Texas Lutheran University: August 2011 - December 2014

Business Info

Success Shaping - Consulting
352-856-3036
Position: Owner
Address:
2253 Crossbow St
Minneola 34715

Qualifications

Training, experience, or qualifications related to board / committee:
I am a Board Certified Behavior Analyst (BCBA) with extensive experience in clinical practice, supervision, and organizational development within applied behavior analysis. I currently own and operate Success Shaping, a company that provides remote fieldwork supervision and professional development for BCBA and BCaBA candidates. In this role, I design and implement structured training systems, supervise trainees in accordance with BACB standards, and support the development of ethical, competent practitioners. My experience includes developing onboarding programs, clinical training manuals, caregiver training systems, and supervision frameworks that align with best practices in behavior analysis. I have a strong focus on Organizational Behavior Management (OBM), with experience improving staff performance, training systems, and service delivery quality across clinical settings. I routinely collaborate with multidisciplinary teams, caregivers, and school personnel to ensure consistency of care and effective implementation of behavior-analytic interventions. My work emphasizes data-based decision making, ethical practice, and scalable systems that improve outcomes for both clients and organizations. Additionally, I have experience conducting clinical audits, developing treatment plans, and ensuring adherence to evidence-based practices. My approach is grounded in the scientific principles of behavior analysis, which emphasize understanding behavior in relation to environmental variables and using that understanding to produce meaningful and socially significant change . I would bring to this board a strong combination of clinical expertise, systems-level thinking, and a commitment to ethical, high-quality service delivery.

Reason interested in appointment:
I am interested in serving on the Children’s Services Council because I am passionate about improving outcomes for children and families through evidence-based, prevention-focused services. My professional background in applied behavior analysis has given me direct experience supporting children with developmental and behavioral needs across home, school, and community settings. Through my work, I have seen

the critical impact that early intervention, caregiver education, and coordinated community services can have on a child's long-term success. I am particularly interested in contributing to initiatives that promote access to quality services, strengthen family systems, and support skill development in areas such as communication, social functioning, and daily living skills. In addition to my clinical experience, I bring a systems-level perspective through my work in training, supervision, and organizational development. I am committed to data-driven decision making, ethical service delivery, and ensuring that programs are both effective and sustainable for the communities they serve. I would value the opportunity to contribute to the Council's mission by helping guide programs and policies that create meaningful, measurable improvements in the lives of children and families.

Currently serving a Lake County Board / Committee:
Yes

Past service to Lake County Board(s) / Committee(s):
No

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?
No

Are you, your spouse, or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the county?:
No

Board(s) / Committee(s) of interest:

- Affordable Housing Advisory Committee:
- Arts and Cultural Alliance:
- Board of Adjustment:
- Board of Building Examiners:
- Children's Services Council: True
- Elder Affairs Coordinating Council:
- Keep Lake Beautiful Advisory Committee:
- Lake County Water District:
- Lake-Sumter MPO - Community Advisory Committee (CAC):
- Library Advisory Board:
- Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee:
    - Property owner within Planning Area (OR):
    - Resident or property owner within a three mile radius of the Planning Area Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:
        - Land Planning:
        - Engineering:

        - Architecture:
        - Ownership or operation of a business:
        - Community leadership/volunteerism:
- Parks, Recreation & Trails Advisory Board:
- Planning & Zoning Board:
- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Amberkay Crotts
210-540-6696
San Antonio, TX

Latrese Bynum
252-676-6751
Roanoke Rapids, NC

Abby Hall
804-599-5079
Warsaw, VA

How did you learn of this vacancy?:

Other

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LAKE COUNTY BOARD/COMMITTEE

GENERAL APPLICATION

☐Mr. ☐Ms. Name: Angel L Coba Date: 3/10/26

Home Mailing Address: 9778 Carson Way, Leesburg FL 34788

Home Physical Address: 9778 Carson Way Leesburg, FL 34788

County of Residence: Lake Home Phone: (321) 946-3971

E-mail Address: Cobaangel@yahoo.com

Education: H.R. Management BAS

Business (Name & Type):

Business Address:

Business Phone: Position:

Training, experience or qualifications related to board/committee to which appointment is sought:

AUG 2026 Bachelor of Applied Science in HR Management.

US Army veteran. My education and experience has provided me training in organizational leadership, workforce management.

State reasons you are interested in appointment which is sought:

It would be an honored to contribute to the continued growth and improvement of the community. As a new resident of Lake County, I care about responsible decision-making that benefits families, local businessess, leaders.

Do you ***currently*** serve on a Lake County board/committee?

☐ Yes ☑ No *If yes, please identify each board/committee:*

Name of Board/Committee:

Have you served on a Lake County board/committee ***in the past?***

☐ Yes ☑ No *If yes, please identify each board/committee:*

Name of Board/Committee:	**Dates Served:**

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?

☐ Yes ☑ No *If yes, please identify the entity or agency:*

_____

Are you, your spouse or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the County?

☐ Yes ☑ No *If yes, please identify the entity or agency:*

_____

Please check board(s)/committee(s) that interest you at this time:

☑ Affordable Housing Advisory Committee
☐ Board of Adjustment
***(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)**
☐ Board of Building Examiners ***(Note: A separate application is required for the Board of Building Examiners)***
***(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)**
☑ Children's Services Council
☑ Elder Affairs Coordinating Council
☑ Keep Lake Beautiful Advisory Committee
☑ Lake-Sumter MPO – Community Advisory Committee **CAC** *(Effective January 1, 2019)*
☑ Library Advisory Board
☐ Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee – ***Please check <u>one</u>:***
- ☐ *Property owner within the Planning Area* **(OR)**
- ☐ *Resident or property owner within a three mile radius of the Planning Area*

Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? *Please check <u>all that apply</u>:*
- ☐ *Land planning*
- ☐ *Engineering*
- ☐ *Architecture*
- ☐ *Ownership or operation of a business*
- ☐ *Community leadership/volunteerism*

☑ Parks, Recreation and Trails Advisory Board
☐ Planning & Zoning Board
***(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)**
☑ Public Safety Coordinating Council
☑ Sales Surtax Oversight Advisory Committee
☑ Tourist Development Council
☐ Value Adjustment Board
☐ Water Safety Advisory Committee
☐ Other _____

***YOU WILL BE REQUIRED TO FILE A FINANCIAL DISCLOSURE FORM, PURSUANT TO CHAPTER 112, FLORIDA STATUTES, IF APPOINTED TO THE BOARD OF ADJUSTMENT, THE BOARD OF BUILDING EXAMINERS, OR THE PLANNING AND ZONING BOARD. Also, due to Florida laws regarding dual office holding, citizens cannot serve on more than one of these above-mentioned boards at one time. In the event this occurs, the member will be required to resign from one of the positions.**

References may be secured from the following individuals:

	Name	Address	Phone Number
1.	Issac Cabrera		347-802-6552
2.	Clark Egerton		321-443-3074
3.	Denise Assalta		407-353-8350

I will attend meetings in accordance with the adopted policies of Lake County. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations.

Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this application form.

How did you learn of this vacancy?

☐ Newspaper Ad ☑ Internet ☐ LSSC Channel 13 ☐ Friend ☑ Other

Applications are kept on file with the Board of County Commissioners for a period of six months from date of receipt. In the event a vacancy occurs and you are not appointed to a particular board/committee, your application may be reconsidered should another vacancy occur during that six month period.

Please return this completed application to:

Lake County Board of County Commissioners
County Commissioners' Office
P. O. Box 7800
Tavares, FL 32778-7800

Revised 9/10/2018

From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Sunday, March 15, 2026 4:01:08 PM



You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Dr Malika Ramrattan (malikaramrattan@gmail.com)
Home phone: 3522507882

Address

County of residence: Lake

Mailing

2790 White Magnolia Loop, Clermont, 34711

Physical

2790 White Magnolia Loop, Clermont, 34711

Education

Master's degree in Healthcare Administration (in progress) Doctorate Degree in Nursing Master's Degree in Nursing with an emphasis in nursing education Bachelor's Degree in Nursing ASN AA Assoc

Business Info

Position:
Address:

Qualifications

Training, experience, or qualifications related to board / committee:
Currently, the Region III Director of the Florida Organization for Nursing Leadership President Elect Central Florida Organization for Nursing Leadership

Reason interested in appointment:
As the mother of an Autistic son, my goal is always to increase access to care and safe housing for members of the community. As a nurse, educator, and nursing professional, making a difference in the community I live and work in is a pleasure.

Currently serving a Lake County Board / Committee:
No

Past service to Lake County Board(s) / Committee(s):
No

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?
No

Are you, your spouse, or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the county?:
No

Board(s) / Committee(s) of interest:

- Affordable Housing Advisory Committee:
- Arts and Cultural Alliance:
- Board of Adjustment:
- Board of Building Examiners:
- Children's Services Council: True
- Elder Affairs Coordinating Council: True
- Keep Lake Beautiful Advisory Committee:

- Lake County Water District:
- Lake-Sumter MPO - Community Advisory Committee (CAC): True
- Library Advisory Board:
- Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee:
    - Property owner within Planning Area (OR):
    - Resident or property owner within a three mile radius of the Planning Area Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:
        - Land Planning:
        - Engineering:
        - Architecture:
        - Ownership or operation of a business:
        - Community leadership/volunteerism:
- Parks, Recreation & Trails Advisory Board: True
- Planning & Zoning Board:
- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Dr Malika Ramrattan
3522507882
2790 White Magnolia Loop Clermont, FL 34711

Dr. Malika Ramrattan
3522507882
2790 White Magnolia Loop Clermont, FL 34711

Dr. Malika Ramrattan
3522507882
2790 White Magnolia Loop Clermont, FL 34711

How did you learn of this vacancy?:

Other

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