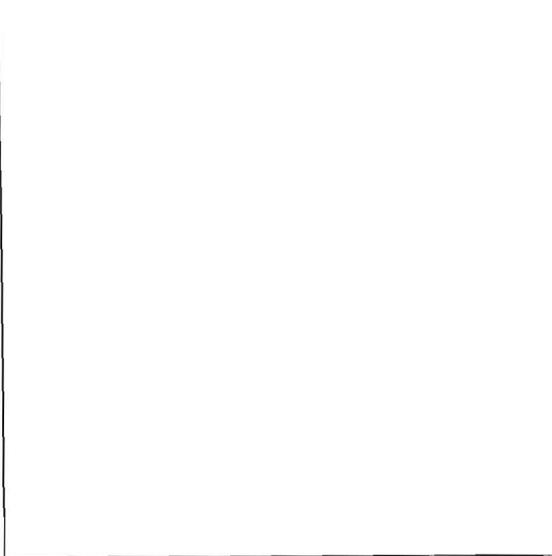


**EXHIBIT A**

THIS FORM DEVELOPED BY:  
Fred A. Morrison  
McLin & Burnsed P.A.  
FILLED IN BY:  
Bill Wiley, AICP  
Community Development Director  
City of Leesburg

**Annexation**

(Anita Valdez)



RESERVED FOR RECORDING

**THIS AGREEMENT** entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, between **THE CITY OF LEESBURG, FLORIDA**, P.O. Box 490630, Leesburg, Florida 34749-0630, hereafter referred to as the "City," and Anita Valdez whose address is 300 Lake Ella Road Fruitland Park, FL 34731 hereafter referred to as the "Developer,".

**WITNESSETH:**

That Developer owns the real property legally described on Exhibit "B" attached, and has applied to annex that property (hereafter referred to as the "Property") into the City. The parties have entered into this Agreement to set forth certain understandings between them regarding how the Property is to be developed, and which party will be responsible for various expenses connected to the use and development of the Property, if it is annexed into the City and subsequently developed.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, and of the consideration being given by the City to annexation of the Property into its municipal limits, as well as other good and valuable considerations, receipt whereof is hereby acknowledged, the parties do hereby agree as set forth below:

1. To incorporate Exhibit "C" Valdez Property (3.2 acres), the SPUD (Small Planned Unit Development) Agreement dated July 22, 2010, or as maybe subsequently amended, in to this Annexation Agreement.

2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of the following utility infrastructure and other improvements related to the use and development of the Property, all of which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction. Developer shall dedicate on the plat, or otherwise grant to the City, free of liens or encumbrances other than those which are duly subordinated, easements for water, reuse water, and sewer lines and all other utilities mentioned herein, and shall upon approval of the lines by the City, convey title to all utility lines and related infrastructure (such as, but not limited to lift stations) to the City by deed, bill of sale or other appropriate document. The City shall not be obligated to accept for maintenance any utility lines, roads or other items constructed by the Developer which do not *meet the* specifications and requirements pertaining thereto as set forth in applicable laws, rules and regulations in effect at the time of construction.

- A. All interior roads, together with such turning lanes, acceleration and deceleration lanes, traffic signals, signs, striping, and other road improvements, on site or off site, as are necessary to the efficient handling of the traffic to be generated by the proposed development of the Property, and to meet the concurrency requirements imposed by law. Roads and other public thoroughfares within the Property shall be dedicated to the public on the plat or in some other manner, unless Developer desires and intends that the roads remain private, in which case the plat, recorded restrictions or other appropriate documents shall contain notice to all purchasers of land within the Development that they, and not the City, will be responsible for maintenance of the roads.
- B. All supply lines for potable water service to each residential, commercial or industrial unit constructed on the Property. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's potable water system at the nearest location where there is a supply line of sufficient size to serve the needs of the proposed development.
- C. Separate water supply lines to carry treated wastewater ("Reuse Water") to be utilized for irrigation and other purposes for which the use of Reuse Water is approved by applicable laws, rules and regulations. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's reuse water system at the nearest location where there is a supply line of sufficient size to serve the needs of the proposed development.
- D. Natural gas lines to supply each structure constructed on the Property with natural gas. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's natural gas supply system at the nearest location where there is a supply line of sufficient size to serve the needs of the proposed development. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- E. Wastewater lines and any necessary lift stations to convey wastewater from each structure on the Property to the City's wastewater treatment system. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's wastewater treatment system at the nearest location where there is a collection line of sufficient size to serve the needs of the proposed development.
- F. Electrical transmission lines shall be placed underground to serve each structure on the Property. If the Property is not within the City's electrical service area, the requirement to convey the electrical supply lines to the City shall not apply, however Developer shall still be required to dedicate easements sufficient in size and location for the placement, maintenance, repair, upgrade and improvement of the electrical supply system by the utility in whose service area the Property is located.
- G. Fiber optic cables to serve each structure constructed on the Property with data and other services capable of transmission over such lines. Provided, however, this requirement is only applicable if the City's fiber optic cable

system is available adjacent to the Property at the time of construction/improvement plan approval by the City.

H. If in its discretion the City desires to have any of the foregoing utility lines oversized for any reason, such as but not limited to serving future development, it may require Developer to install the oversized lines but the City shall pay the difference in cost between the lines which would have been adequate to serve the Property, and the cost of the oversized lines required by the City.

3. At the time of building permit approval, or other time as specified by City or Lake County ordinance, Developer shall pay all applicable impact fees, connection charges, or other legally adopted fees and costs required by the City or Lake County.

4. Nothing in this Annexation Agreement shall be construed to exempt the Developer or the Property from any requirements imposed by the City code or other applicable laws, rules and regulations regarding any permits or approvals necessary for the anticipated development of the Property, including but not limited to, platting, building permits, zoning or conditional use permits or amendments to the Future Land Use Element of the Comprehensive Plan as required for the uses to which Developer proposes to put the Property, site plan approvals, or other permitting requirements imposed by local, state or federal government, or any agency thereof.

5. Developer understands and acknowledges that by entering into this Annexation Agreement, the City is not committing to approve any aspect of the proposed development of the Property, or to do any other act which requires public hearings or approval by the City Commission or other agency or body of the City such as the Planning Commission. All decisions regarding zoning, land use, permitting, and other such approvals, must be made by the body having jurisdiction over such decision under applicable law, and in accordance with all public hearing and participation requirements now or hereafter in effect. This Annexation Agreement shall not be effective, nor shall it be binding on either party, until such time as the Property has been duly annexed into the municipal limits of the City in accordance with all applicable requirements including notice to surrounding property owners and public hearings which are in accordance with Florida Statutes, and the City's Code of Ordinances. The City does not, by negotiation of this Annexation Agreement with the Developer, intend to commit itself to annex the Property, and shall not be obligated to do so. However, if the City denies Developer's petition to annex the Property into its municipal limits, this Annexation Agreement shall become void and of no force or effect once the decision of the City Commission to deny the petition to annex has become final and is no longer subject to appeal.

6. Venue for any action or proceeding arising under this Annexation Agreement shall be in Lake County, Florida. This Annexation Agreement shall be construed in accordance with the laws of Florida. In the event of any litigation arising under this Annexation Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees at both the trial and appellate levels, in addition to any other relief obtained.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized officers to set their hands and seals to this Annexation Agreement.

WITNESSES:

*James L. Blair*  
*Samuel [unclear]*

DEVELOPER:

BY: *Anita Valdez*  
Anita Valdez

Type or print name of witness

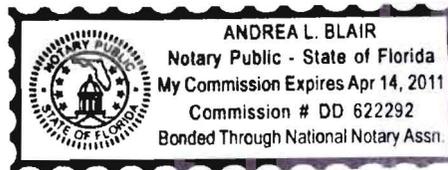
Andrea L Blair

Samuel Westberry

Type or print name of witness

STATE OF FLORIDA

COUNTY OF LAKE



BEFORE ME, the undersigned Notary Public, Anita Valdez., personally appeared before me and acknowledged on the 17th day of August, 2010, that he executed the foregoing instrument in said capacity. He is {CHECK ONE}  personally known to me, or else who  produced \_\_\_\_\_ as identification.

Andrea L Blair  
NOTARY PUBLIC

DD622292  
Commission Number

Andrea L Blair  
Type or print name of Notary

April 14, 2011  
Commission Expiration Date

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

**STATE OF FLORIDA  
COUNTY OF LAKE**

BEFORE ME, the undersigned Notary Public, personally appeared \_\_\_\_\_, as Mayor, and \_\_\_\_\_, as City Clerk, who appeared personally before me and acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, that they executed the foregoing instrument on behalf of the CITY OF LEESBURG, FLORIDA, and who were either {CHECK ONE}  personally known to me, or else who  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Commission Expiration Date

Exhibit "B"

LEGAL DESCRIPTION

**PARCEL 2**

THAT PORTION OF THE NORTH 486.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS: THE NORTH 486.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA: LESS RIGHT-OF-WAY OF STATE ROAD NO. 488 ALSO KNOWN AS (SOUTH STREET), AND LESS THE WEST 998.90 FEET THEREOF; AND LESS THE EAST 85.00 FEET OF THE NORTH 153.00 FEET THEREOF; AND LESS THE SOUTH 79.00 FEET OF THE NORTH 232.00 FEET OF THE EAST 90.00 FEET THEREOF CONTAINING 2.803 ACRES. (DESCRIPTION GENERATED BY THIS SURVEY.)

**PARCEL 3**

**FURNISHED DESCRIPTION**

THE EAST 85 FEET OF THE NORTH 153.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 LESS THE RIGHT-OF-WAY OF STATE ROAD NO. 468 ALSO KNOWN AS (SOUTH STREET) AND THE SOUTH 79.00 FEET OF THE NORTH 232.00 FEET OF THE EAST 90.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA CONTAINING 0.364 ACRES.

Alternate Keys # 1292221 & 3874873

**VALDEZ PROPERTY (3.2 ACRES)  
REZONING TO SPUD (SMALL PLANNED UNIT DEVELOPMENT)  
PLANNED DEVELOPMENT CONDITIONS  
July 22, 2010**

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Anita Valdez "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has submitted an application requesting a SPUD (Small Planned Unit Development) zoning district to allow for office and limited commercial uses as permitted by these conditions on an approximately 3.2 +/- acres within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to Anita Valdez to operate, and maintain a SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located on the south side of C.R. 44 (South Street), just west of Caballo Road. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. LAND USES

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

1) Uses shall be those listed as permitted uses in the SPUD district including C-I Commercial uses as limited and shall occupy the approximate area as shown on the Conceptual Plan.

B. Uses prohibited shall be as follows:

- 1) All uses not permitted by the SPUD (Small Planned Unit Development)
  - a. convenience store with or without gas pumps
  - b. recreation uses - indoor and outdoor
  - c. bars and lounges
  - d. clubs and lodges
  - e. package stores
  - f. vehicle sales, service and repair

C. Area

The Impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.

D. Open Space

A minimum of twenty (20) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

4. SITE ACCESS

A. Access to the property is currently from C.R. 44 (South Street) and Caballo Road as shown on the location map. If additional access is requested, approval shall be subject to the City of Leesburg SPUD amendment and Site Plan Application review process.

5. DEVELOPMENT STANDARDS

A. The minimum development standards shall be those required for the SPUD district except as amended by these conditions and as represented on the Conceptual Site Plan.

B. Areas of property not occupied by structures or paving shall be grassed, landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

6. PARKING

A. The permittee shall have off-street parking spaces within the property per the conceptual site plan, pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.

7. WETLANDS

A. Wetlands shall comply with the following requirements. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

8. DRAINAGE AND UTILITIES

A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:

- 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
- 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

9. TRANSPORTATION

A. Permittee shall make all transportation improvements including but not limited to the intersection of South Street and Caballo Road as required by Lake County, the MPO and the City of Leesburg. Construction of improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application, if applicable. Additional right-of-way along Caballo Road shall be dedicated and provided to make necessary intersection improvements and for widening of Caballo Road.

- B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off site improvements required by FDOT, Lake County or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. At the time of site plan approval, the Permittee shall become responsible for their pro-rata share of the cost of the signal(s) as determined by City staff and the traffic study submitted therewith.

10. LANDSCAPING AND BUFFER REQUIREMENTS

- A. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances including;
  - 1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.
    - a. Two (2) canopy trees
    - b. Two (2) ornamental trees
    - c. Thirty (30) shrubs
    - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
    - e. Existing vegetation in the required buffer shall be protected during construction.
- B. A six foot high solid fence with landscaping shall be constructed on the southern and eastern boundaries of the property adjacent to residential districts. This will provide a visual and landscape buffer for the adjacent residential properties.
- C. Variations to the landscape requirements of the code may be approved by the Community Development Director as long as the intent of the SPUD and the Landscaping Code are maintained.

11. MAINTENANCE

- A. With the exception of public utilities and sidewalks, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

12. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions and Conceptual Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process.
- B. Implementation of the project shall substantially commence within 36 months of approval of this Planned Development. Completion of any residential, office or veterinary clinic uses shall constitute substantially implemented and shall remove any time period requirements. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the SPUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the SPUD

approval or rezone the property to RP (Residential Professional) or another appropriate zoning classification less intense than the development permitted by these SPUD Conditions.

13. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes. An conceptual plan drawn to scale shall be submitted to the staff for approval prior to any additional development of the site.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established 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 as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

14. CONCURRENCY

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

- A. Utilities
  - 1) Projected Capacities
    - a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
    - b. The development will require construction of new distribution mains, since existing facilities in the service area are not adequate. Should the developer wish to accelerate the construction of such facilities to provide service, the developer will bear the cost of design, permitting and construction. Any

such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

- c. The City is in the process of Consumptive Use Permit renewal. The application provides for anticipated demands due to this and other potential development.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

- 1) The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2) The City updates its Ten-Year Capital Improvement Plan (CIP) as part of our annual budgetary process. Included within the CIP are water, wastewater, and reclaimed water improvements necessary to provide service to proposed development.
- 3) The City has completed an impact fee study, based in part on the CIP in order to assure adequate and appropriate funding for required improvements. The combination of master planning and CIP planning has allowed the City to issue bonds to fund new potable water facilities and substantial reuse facilities, among other infrastructure improvements.

LEGAL DESCRIPTION

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