

1 Boundary Area by LEESBURG as depicted in "Exhibit A" provided that subject
2 properties are
3

- 4 1. presently served by LEESBURG or other public central water and/or sewer utility;
5 or
- 6 2. where subject property owner/developer has entered into a concurrent Water and
7 Sewer Utility Agreement at the time of annexation to extend utility infrastructure to
8 the subject property, and provided further LEESBURG shall not approve any
9 development, or issue a final development order in such annexed area unless central
10 water and wastewater shall serve the development.

11
12 ~~iv. Annexation of any undeveloped and unimproved parcel greater than ten (10) acres by~~
13 ~~LEESBURG shall require the property owner's consent.~~
14

15 d. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the
16 annexation of right of way located in the Interlocal Service Boundary Agreement area of
17 LEESBURG, so long as at least one side of the road will be bounded by property located
18 within LEESBURG after the annexation, or which meets any of the other annexation
19 requirements of this Agreement. LEESBURG agrees that at the time that it annexes any
20 property which abuts a roadway, that, to the extent possible, it will also annex the adjacent
21 road right of way to avoid the creation of roadway enclaves. Annexing the right of way
22 pursuant to this sub-paragraph does not require LEESBURG to accept maintenance
23 responsibility for such road.
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25 e. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation
26 of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any
27 subject road right-of-way, other than a State of Florida operated and maintained right-of-way,
28 located between two nearest collector streets (or streets with a higher classification)
29 intersecting right-of-ways (i.e. cross streets) or County four-lane or greater roadway,,
30 LEESBURG shall assume maintenance responsibility for such road right-of-way segment and
31 associated drainage facilities not terminating at any right-of-way centerline, but between and
32 extending to and including the above mentioned local cross street intersections, or as may be
33 mutually designated. All such transfers of maintenance responsibility related to an
34 annexation shall include the entire width of the right-of-way adjacent to annexed properties.
35 However, nothing in this agreement shall require LEESBURG to assume maintenance for any
36 roadway and associated drainage facilities that does not meet City standards other than right
37 of way width, nor shall LEESBURG have any responsibility to widen any such road. For
38 roads, the right of way width of which does not conform to City standards, City shall only be
39 required to accept maintenance of the roadway, its right of way, and associated drainage
40 facilities, if the right of way has a width of at least 40 feet, and is not prescriptive in nature.
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42 4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS,**
43 **COMPREHENSIVE PLAN PROVISIONS.** Persons owning or developing land within the
44 Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction
45 has control over permitting decisions. This difficulty will be exacerbated in areas where one
46 jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. ~~During~~
47 ~~negotiations and pursuit of the matters contemplated by this Section 4, if either Party determines that~~
48 ~~it is in the public interest to proceed with comprehensive plan amendments, land development~~
49 ~~regulations and other land development matters ("Development Approvals") that are within that~~

1 | ~~Party's jurisdiction before reaching any resolution with the other Party, such Party with jurisdiction~~
2 | ~~may proceed with those Development Approvals.~~ In order to minimize such difficulties, LEESBURG
3 | and the COUNTY agree as follows:
4 |

- 5 | a. **Development Applications.** For any application for development which is received by
6 | COUNTY for land within the LEESBURG ISBA, designated area on **Exhibit A**, or any
7 | application for development received by LEESBURG for land within LEESBURG limits
8 | and within five hundred feet (500') of land that is located in the unincorporated area,
9 | LEESBURG or COUNTY, as the case may be, will immediately provide a copy of the
10 | development application to the other. LEESBURG and COUNTY shall work together to
11 | minimize any conflicts in regulations and to make the permitting process as efficient as
12 | can be.
13 |
- 14 | b. **Land Development Regulations.** LEESBURG and the COUNTY shall work together to
15 | compare their respective Land Development Regulations, and where there are
16 | inconsistent regulations; work towards eliminating such inconsistency, to the extent
17 | possible. When regulations are inconsistent, LEESBURG and the COUNTY shall strive
18 | to jointly amend the regulations with a goal to eliminate unnecessary conflict.
19 | LEESBURG and the COUNTY recognize there may be regulations that a party cannot
20 | amend for purposes of consistency due to factors beyond the party's control, for example,
21 | consumptive use permit requirements. It is estimated that this process shall take up to
22 | thirty-six (36) months, at which time elected representatives from LEESBURG and the
23 | COUNTY shall meet to review the progress that has been made.
24 |
- 25 | c. **Comprehensive Plans.** LEESBURG and the COUNTY acknowledge that
26 | LEESBURG's Comprehensive Plans will have to be updated as annexations occur, and
27 | that the COUNTY Comprehensive Plan may need to be amended to accommodate future
28 | growth plans of LEESBURG within their designated areas. LEESBURG and the
29 | COUNTY agree to work together to jointly plan the designated areas to avoid
30 | incompatibility between uses in LEESBURG and COUNTY.
31 |
- 32 | 5. **SOLID WASTE.** COUNTY agrees that any contract that it enters for the collection of waste will be
33 | able to be utilized by LEESBURG at their option, and will coordinate and communicate with
34 | LEESBURG on solid waste disposal opportunities which may exist after 2014.
35 |
- 36 | 6. **FIRE HYDRANTS.** LEESBURG agrees that any time a potable water line is extended into or
37 | through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended
38 | distances, based on LEESBURG's standards and approval, for fire hydrant spacing at COUNTY's
39 | expense. LEESBURG agrees that COUNTY shall have the right to have fire hydrants installed on
40 | any City water line located in the unincorporated area at COUNTY expense and as approved by
41 | LEESBURG. LEESBURG agrees that the COUNTY Fire Department shall have the right to use any
42 | City fire hydrant for official firefighting purposes, at no cost; COUNTY shall, however, notify
43 | LEESBURG anytime such a hydrant is used along with an estimate of how much water was used.
44 | When COUNTY utilizes any fire hydrant for training or other purposes not related to actual