



ANNEXATION APPLICATION

Please type or print legibly (use blue or black ink). All blanks must be complete. Use N/A where not applicable.

COVANTA LAKE II, INC

Today's Date: November 7, 2014

1)	Property Address	3830 Rogers Industrial Park Road				
	City	Okahumpka	State	FL	Zip	34762
2)	Property Owner's Name	NRG/ Recovery Group Inc. (Covanta Lake II, Inc.)				
	Mailing Address	445 South Street				
	City	Morristown	State	NJ	Zip	07960
	Contact Phone	(862) 345-5000	Fax Number			
	Cell Phone		E-mail	info@covanta.com		
3)	Petitioner's Name	Joseph Treshler				
	Mailing Address	3830 Rogers Industrial Park Road				
	City	Okahumpka	State	FL	Zip	34726
	Contact Phone	(352)365-1611	Fax Number	(352)365-6359		
	Cell Phone	727-919-7721	E-mail	jtreshler@covanta.com		
4)	Agent's Name	Same as item 3				
	Mailing Address					
	City		State		Zip	
	Contact Phone		Fax Number			
	Cell Phone		E-mail			
5)	Property is generally located near the following streets:					
	Southwest corner of Rogers Industrial Park Road and Haywood Worm Farm Road					
	Size of subject property	19.63	+/- Acres		+/- Sq. Feet	
	Existing COUNTY Zoning	MP (Planned Industrial) and HM (Heavy Industrial)				

Existing CITY Zoning	NA (proposed zoning PUD (Planned Unit Development))
Present use of property	Waste to energy plant
Proposed use of property	No changes requested. The use will remain a waste to energy plant.

6) The reason or basis for this request:

Annexation Agreement with the City of Leesburg approved 10/27/14.

7) Number of existing structures on property and their present use is:

Present Use Structure #1	7 total structures, presently used as a waste to energy plant
Present Use Structure #2	
Present Use Structure #3	

8) Any previous applications filed within last 12 months of subject property? Yes No X

If yes, describe nature of previous request: NA

10) State the exact legal description of the property to be subdivided. (Copy of Warranty Deed or Tax Receipt showing ownership must be submitted with application)

Section	14, 15, 22	Township	20	Range	24
Alternate Key #	2980907, 2585625, 285650				

**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF LEESBURG, FL**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled:

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF LEESBURG, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED; PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE; PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of, the city limits of the City of Leesburg, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Leesburg, and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of said City of Leesburg, Florida and the said property shall be liable, proportionally, for all of the present outstanding and existing, as well as future, indebtedness of the said City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Leesburg at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the _____ day of _____, 20__.

Legal description: (Type, print in black ink, or attach copy of warranty deed).



LANDOWNER (PETITIONER)

STATE OF NEW JERSEY
COUNTY OF MORRIS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 19__ by
Joseph Treshler (name of affiant, deponent, or other signer). He/she is personally
known to me or has presented _____ as identification.

NOTARY PUBLIC
SEAL:

PROPERTY OWNER & AGENT AFFIDAVIT*

DATE: _____

Before me, the undersigned authority personally appeared Anthony Orlando (property owner's President & Chief Executive Officer), who being by me duly sworn on oath, deposes and says:

- 1. That said authority is the fee-simple owner of the property legally described in this application.
- 2. The said authority desires ANNEXATION into the City of Leesburg, Florida.
- 3. That said authority (property owner's President & Chief Executive Officer) has appointed Joseph Treshler (agent's name) to act in his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:
 - A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Leesburg, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Leesburg, Florida, and are not returnable.
 - B. That the submittal requirements for the application have been completed and attached hereto as part of that application.
 - C. ANNEXATION & INITIAL ZONING ONLY: That the REZONING sign will be posted, in accordance with Section 25-93(c) of the City of Leesburg Code of Ordinances, at least ten (10) days prior to the scheduled meeting date at which the case will be considered by the Planning & Zoning Commission and will remain posted until final determination by the City Commission.

**PROPERTY OWNER MUST SIGN AFFIDAVIT.
WHEN AGENT IS REPRESENTING CASE, BOTH AGENT AND PROPERTY OWNER MUST SIGN AFFIDAVIT.**

PROPERTY OWNERS' SIGNATURE
Anthony Orlando
President & CEO - Covanta Lake II, Inc.



AGENT'S SIGNATURE
Joseph Treshler

STATE OF NEW JERSEY
COUNTY OF MORRIS

STATE OF NEW JERSEY
COUNTY OF MORRIS

Sworn to (or affirmed) and subscribed before
me this _____ day of _____, 20____,
by Anthony Orlando

Sworn to (or affirmed) and subscribed before
me this _____ day of _____, 20____,
by Joseph Treshler

Personally Known _____ OR Produced ID _____

Personally Known _____ OR Produced ID _____

Type of Identification
Produced _____

Type of Identification
Produced _____

Notary's Signature

Notary's Signature

NOTARY SEAL

NOTARY SEAL

CHECKLIST FOR ANNEXATION APPLICATION COMPLETION

The following information is required to be submitted when applying for ANNEXATION:

1. NA Filing Fee - \$400.00 (make check payable to City of Leesburg)
1. X General application form
2. Authorization for property owner/agent representation (pg. 4).
3. X Copy of recorded Warranty Deed showing who the current fee simple titleholders (property owners) are.
4. Copy of current year Tax Receipt.
5. X Map showing general location of the site.

PROCEDURES:

1. **The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems before submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.**
2. Application shall be submitted to Leesburg Planning & Zoning Division no later than 16 working days before the desired scheduled meeting. Contact the Planning & Zoning Division (352-728-9760) for deadline dates.
3. Upon receipt of a COMPLETE & CORRECT application, the Planning & Zoning Division shall proceed with the request in accordance with the following:
 - A. The owners of all property lying within two hundred (200) feet of the property shall be notified by certified/return receipt mail.
 - B. A legal advertisement shall be published two (2) times in a local newspaper before the meeting date.
4. City Staff will post a sign (provided by the Planning & Zoning Division), on the site and in plain view of the public, at least ten (10) days prior to the public hearing date for any request involving rezoning of the property. The sign shall remain posted on the property until final determination by the City Commission.

NOTE: In cases where the sign has not been properly posted, the Planning & Zoning Commission may postpone or deny the application without prejudice.
5. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.
6. The property owner or authorized agent (authorization must be on file at the Planning & Zoning Division) must attend the Planning & Zoning Commission meeting and, at least, the first City Commission meeting.

APPLICANTS FOR ANNEXATION ARE URGED TO CONTACT ALL APPLICABLE DEPARTMENTS TO OBTAIN ANSWERS TO ANY QUESTIONS CONCERNING COST AND/OR AVAILABILITY OF EXTENDING LINES, HOOK-UPS, ETC.

1. Customer Service: 501 W. Meadow Street (728-9800)
2. Planning & Zoning Division: 204 N. 5th Street (728-9760)
3. Building Services: 204 N. 5th Street (728-9750)
4. Engineering: 600 Orange Street (728-9755)

All properties in the City of Leesburg are assessed a monthly stormwater fee. Your property may qualify for a credit if one of the following apply:

- a. **Residential Property: All runoff is to Lake Harris or Lake Griffin.**
- b. **Commercial Property: Existing water retention area on site.**

Contact the Engineering Dept. for further information on whether your property qualifies for this credit.

5. Electric: 2010 W. Griffin Road (728-9830)
6. Fire: 201 S. Canal Street (728-9780)
7. Police: 115 E. Magnolia Street (728-9860)
8. Public Works: 413 E. North Boulevard (728-9875)
9. Recreation: 318 S. Second Street (728-9885)
10. Water, Wastewater, & Gas: 223 S. Fifth Street (728-9840)

PARCEL NO. 3:

That part of Sections 15 and 22, Township 20 South, Range 24 East, Lake County, Florida, described as follows: Commencing at the Southeast corner of said Section 15 (N.E. corner of Section 22), run South 89 degrees 56'10" West along the South line of said Section 15 a distance of 25.0 feet to the West right of way of County Road Dist. 2-3110; thence North 0 degrees 03'15" East along said right of way 378.63 feet to the South right of way of a road; thence South 89 degrees 56'10" West along said right of way 653.0 feet to the Point of Beginning, from said Point of Beginning, continue South 89 degrees 56'10" West along said South line 200.00 feet; thence South 0 degrees 03'15" West 1002.63 feet to the South line of the North 624 feet of the Northeast 1/4 of aforesaid Section 22; thence North 89 degrees 56'10" East parallel with the North line of said Northeast 1/4 a distance of 200.00 feet; thence North 0 degrees 03'15" East 1002.63 feet to the Point of Beginning.

THE ABOVE THREE PARCELS ARE DESCRIBED IN WHOLE AS FOLLOWS:

That part of Sections 15 and 22, Township 20 South, Range 24 East, Lake County, Florida, described as follows: Commencing at the Southeast corner of said Section 15 (N.E. corner of Section 22), run South 89 degrees 56'10" West along the South line of said Section 15 a distance of 25.0 feet to the West right of way of County Road Dist. 2-3110 and the Point of Beginning of this description; thence North 0 degrees 03'15" East along said right of way 378.63 feet to the South right of way of a road; thence South 89 degrees 56'10" West along said right of way 853.0 feet; thence South 0 degrees 03'15" West 1002.63 feet, more or less, to the South line of the North 624.0 feet of the Northeast 1/4 of aforesaid Section 22; thence North 89 degrees 56'10" East parallel with the North line of said Northeast 1/4 a distance of 854.69 feet to the aforesaid West right of way of County Road Dist. 2-3110; thence North 0 degrees 06'03" West along said West right of way 624.00 feet to the Point of Beginning.

PARCEL NO. 1:

That part of the Southeast 1/4 of the Southeast 1/4 of Section 15 and that part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 20 South, Range 24 East, in Lake County, Florida, and that part of Lot 8 in Roadside Subdivision, in Lake County, Florida, according to the plat thereof recorded in Plat Book 9, page 62, Public Records of Lake County, Florida, all bounded and described as follows: From the Southeast corner of said Section 15, run South 89 degrees 56'10" West along the South line of said Section 15 a distance of 25 feet to the West line of the right of way of County District Road No. 2-3110 and the point of beginning of this description. From said point of beginning run North 0 degrees 03'15" East along the Westerly line of said right of way 378.63 feet to the South line of the right of way of Jim Rogers Industrial Park Road; thence South 89 degrees 56'10" West along the South line of said right of way 435 feet; thence South 0 degrees 03'15" West 1002.63 feet to the South line of the North 624 feet of the Northeast 1/4 of said Section 22; thence North 89 degrees 56'10" East parallel with the North line of said Northeast 1/4 a distance of 436.69 feet to the West line of the right of way of County District Road No. 2-3110; thence North 0 degrees 06'03" West along the West line of said right of way 624 feet to the point of beginning.

PARCEL NO. 2:

That part of the Southeast 1/4 of the Southeast 1/4 of Section 15, and that part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 20 South, Range 24 East, in Lake County, Florida, and that part of Lot 8 in Roadside Subdivision, in Lake County, Florida, according to the plat thereof recorded in Plat Book 9, Page 62, Public Records of Lake County, Florida, all bounded and described as follows: From the Southeast corner of said Section 15, run South 89 degrees 56'10" West along the South line of said Section 15 a distance of 25 feet to the West line of the right of way of County District Road No. 2-3110; thence North 0 degrees 03'15" East along the West line of said right of way 378.63 feet to the South line of the right of way of Jim Rogers Industrial Park Road; thence South 89 degrees 56'10" West along the South line of said right of way 435 feet to the point of beginning of this description. From said point of beginning continue South 89 degrees 56'10" West along the South line of said right of way 218 feet; thence South 0 degrees 03'15" West 1002.63 feet to the South line of the North 624 feet of the Northeast 1/4 of said Section 22; thence North 89 degrees 56'10" East parallel with the North line of said Northeast 1/4 a distance of 218 feet; thence North 0 degrees 03'15" East 1002.63 feet to the point of beginning.

REC 130
DOC 850
TX 200

88 51540

This Warranty Deed Made the 10th day of November, A. D. 19 88 by F. BROWNE GREGG, as Trustee and Individually

hereinafter called the grantor, to NRG/RECOVERY GROUP, INC.

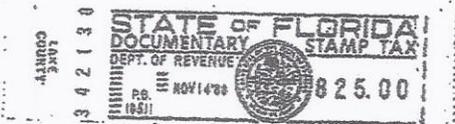
a corporation existing under the laws of the State of FLORIDA with its permanent postoffice address at 40 LAKE ROAD, FAIRFIELD, NEW JERSEY hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remits, releases, conveys and confirms unto the grantees, all that certain land situate in LAKE County, Florida, viz:

AS PER SCHEDULE "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THE PROPERTY BEING CONVEYED HEREIN DOES NOT CONSTITUTE ANY PART OF THE HOMESTEAD OF GRANTOR.



Nov 14 9 53 AM '88

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 said grantees that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1987.

In Witness Whereof, the said grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Susan E. Strickland

F. Browne Gregg, as Trustee and Individually

STATE OF FLORIDA, COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared F. BROWNE GREGG, as Trustee, and Individually

to me known to be the person described in and who executed the foregoing instrument and he before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of November, A. D. 19 88.

Notary Public - My Commission Expires: 7-11-89

This instrument prepared by: Address NORMAN CUMMINS P O BOX 1656 LEESEBURG, FL 32749