

EXHIBIT A

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Annexation

(Keith J. Shamrock Et Al, Lake Commander Park,)

RESERVED FOR RECORDING

THIS AGREEMENT entered into as of the ____ day of _____, 2006, between **THE CITY OF LEESBURG, FLORIDA**, P.O. Box 490630, Leesburg, Florida 34749-0630, hereafter referred to as the "City," and Keith J. Shamrock Et Al, whose address is 2100 Lake Eustis Dr. Tavares, Fl 32778, hereafter referred to as the "Developer,"

WITNESSETH:

That Developer owns the real property legally described on Exhibit "B" as follows, 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" the PUD Planned Development Conditions date August 24, 2006 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 including any line extensions and any off-site improvements necessary. 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

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BY: _____

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.
- 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. The developer must pay all impact fees due under City and County ordinances.

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:

Cheryl Ann Nelson

Cheryl - Ann Nelson

Type or print name of witness

Fabia Khader

FABIA KHADER

Type or print name of witness

DEVELOPER:

BY: Keith J. Shamrock Et Al

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, Keith J. Shamrock Et Al, personally appeared before me and acknowledged on the 3rd day of October, 2006, that he executed

the foregoing instrument. He is {CHECK ONE} personally known to me, or else who produced _____ as identification.

Cheryl Ann Nelson
NOTARY PUBLIC

Cheryl Ann Nelson
Type or print name of Notary



Commission Number _____

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 _____, 2006, 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

Keith J. Shamrock Et Al

The East 350 feet of the following described land:

That part of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 20 South, Range 24 East, lying East of the Easterly line of right of way of U.S. Highway No. 27, LESS the South 25 feet thereof, ALSO LESS land described in Warranty Deed recorded on June 11, 1998 in Official Records Book 1617, page 387; ALSO LESS land described in Statutory Quit Claim Deed recorded on February 29, 2000 in Official Records Book 1798, page 968; ALSO LESS land described in Warranty Deed recorded on March 1, 2000 in Official Records Book 1798, page 1765, all of the Public Records of Lake County, Florida, lying and being in Lake County, Florida.

Alternate Key Number 1294142, 5.10 ac

ERIC H. COE /LAKE COMMANDER PARK
PLANNED UNIT DEVELOPMENT CONDITIONS
AUGUST 24, 2006

This Planned Unit Development Conditions for a PUD (Planned Unit Development) District is granted by the City of Leesburg Planning and Zoning Commission, Lake County, Florida to Eric H. Coe /Lake Commander Park, "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 Zoning, Section 25-278 Planned Unit Development of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" is desirous of obtaining a Planned Unit Development (PUD) zoning district to allow construction of a proposed adult congregate living facility development on approximately 5.84 acres and commercial/office uses on approximately 5.1 acres generally located east and west of U.S. 27 at the intersection of Commander Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

1. PERMISSION is hereby granted to Eric H. Coe to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg. The property is more particularly described as follows:

LEGAL DESCRIPTION:

See attached legal Exhibit B.

2. LAND USE

The above-described property, containing approximately 5.84 acres, shall be used for adult congregate living facility uses and professional offices uses, pursuant to City of Leesburg development codes and standards.

- A. Adult Congregate Living Facility Development

1. The project shall have a gross density not to exceed 4 units per acre as provided by the code for a adult congregate living facility.
2. The minimum development standards shall be those of the R-3 High Density Residential District of the Land Development Code.

- B. Commercial/Office Development

1. Commercial/office development of approximately 5.1 acres shall access the existing access road with a common ingress/egress entrance from Commander Road to the south. Final determination and location of office uses shall be approved during the Site Plan and Preliminary Subdivision Plan approval process.
2. The commercial uses shall be restricted to Lots 1 and 2, and office uses shall be restricted to Lots 3 - 5 for those uses approved specifically in the PUD conditions for the site.

a. Commercial uses shall be those listed for the C-3 (General Commercial) uses in the Land Development Code as a permitted uses except as limited by this PUD and shall occupy.

3. Uses prohibited shall be as follows:
 - 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. places of worship
 - g. educational facilities
 - h. transient accommodations
 - i. crematoriums and funeral parlors
 - j. vehicle repair, service and sales
 - g. off site parking unless specifically approved as an amendment to this PUD
4. The minimum development standards shall be those of the C-3 (General Commercial) Zoning District for the commercial lots and R-3 (High Density Residential) for the adult congregate living facility development of the Land Development Code. Lot sizes and setbacks may be adjusted by staff during the site plan review process.

C. Open Space and Buffer Areas

1. Any wetlands on the project site shall be identified and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the preliminary plan application
2. A conservation easement shall be established in accordance with the requirements of the Department of Environmental Protection and the St. Johns River Water Management District, if any wetlands are found on site. The conservation easement shall be established when the plat for the initial phase of the project is recorded. The conservation easement shall be identified on the plat or in the associated Declaration of Covenants and Restrictions.
3. Buildings or structures shall be an average of 50 feet from any wetland jurisdiction boundary. Under no circumstances shall the minimum buffer width be less than 30 feet
4. Wetlands shall have a minimum upland buffer as established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
5. Land uses allowed within the upland buffers are limited to hiking trails, walkways, board walks, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

6. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
7. A wildlife/archaeological management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The management plan shall be submitted to the City as part of the preliminary plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the management plan.
8. To the extent practical, wetlands placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.
9. Landscaping of any required buffer areas shall be as follows:

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.

F. Development Phasing

1. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.
2. Implementation of the project shall substantially commence within 24 months of approval of the site plan and construction plan approvals for this Planned Unit Development. In the event, the conditions of the PUD has not been substantially initiated during the required time period, the PUD 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 PUD approval or rezone the property to RE-1 (Estate Density Residential) or another appropriate zoning classification less intense than the development permitted by these PUD Conditions.

2. STORMWATER MANAGEMENT / UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg at the owner's expense including any required off site improvements. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The 100-year flood plain shown on all plans and lots.
- E. A copy of the appropriate documentation that any flood hazard boundary has been requested for amendment in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is proposed to be altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
- G. A detailed site plan that indicates all the provisions for electric, water, sewer, and natural gas in accordance with the City of Leesburg Land Development Codes.
- H. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property including such off site improvements required by the City, 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. Off site improvements required by the City shall include those necessary for the properties located immediately south of the project including utility all required infrastructure.

4. TRANSPORTATION IMPROVEMENTS

A. Vehicular access to the project site shall be provided by a minimum of two access point along Commander Road. The one access for the commercial/office shall access the existing access road with a common ingress/egress entrance from Commander Road to the south. The other access for the adult congregate living facility development shall be as shown on the conceptual plan. Actual location and design of the boulevard shall be determined during the Preliminary Site Plan review process

B. The Permittee shall provide their fair share of all necessary improvements/signalization within and adjacent to the development as required by FDOT, Lake County and City of Leesburg.

C. The Permittee shall be responsible for obtaining all necessary FDOT and Lake

County permits and a copy of all permits shall be provided to the City of Leesburg prior to Preliminary Plan approval.

D. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.

E. A traffic/transportation analysis shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements, if required, by FDOT or Lake County. Said improvements will be the responsibility of the Permittee.

5. DESIGN REQUIREMENTS

A. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.)
3. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings the buildings are all brick stucco. Unique design features shall be reviewed by the Planning and Zoning Manager for compliance.

B. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager.

6. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission in accordance with the Planned Unit 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.

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 PUD

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 PUD 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.

F. Any violation of City, State or Federal laws or permit requirements concerning the development of this project will constitute a violation of this permit and will result in all activities on the project site being halted until the violation is satisfactorily resolved and may result in a hearing before the Planning Commission to determine whether a change in the conditions of this PUD are necessary.

7. CONCURRENCY

The proposed land use change or approval would 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 (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.

Exhibit B

LEGAL DESCRIPTION

RESIDENTIAL TRACT:

The East 350 feet of the following described land:

That part of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 20 South, Range 24 East, lying East of the Easterly line of right of way of U.S. Highway No. 27, LESS the South 25 feet thereof, ALSO LESS land described in Warranty Deed recorded on June 11, 1998 in Official Records Book 1617, page 387; ALSO LESS land described in Statutory Quit Claim Deed recorded on February 29, 2000 in Official Records Book 1798, page 968; ALSO LESS land described in Warranty Deed recorded on March 1, 2000 in Official Records Book 1798, page 1765, all of the Public Records of Lake County, Florida, lying and being in Lake County, Florida.

Alternate Key Number 1294142
Keith J. Shamrock ET AL 5.10 ac

TO C-3 (HIGHWAY COMMERCIAL):

That part of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 20 South, Range 24 East, lying East of the Easterly line of right of way of U.S. Highway No. 27, LESS the South 25 feet thereof, ALSO LESS land described in Warranty Deed recorded on June 11, 1998 in Official Records Book 1617, page 387; ALSO LESS land described in Statutory Quit Claim Deed recorded on February 29, 2000 in Official Records Book 1798, page 968; ALSO LESS land described in Warranty Deed recorded on March 1, 2000 in Official Records Book 1798, page 1765, all of the Public Records of Lake County, Florida, lying and being in Lake County, Florida. ALSO LESS the East 350 feet thereof.

Alternate Key Number 3846887
Eric H. & Diane R. Coe 5.84 ac