

EXHIBIT A

THIS FORM DEVELOPED BY:

Fred A. Morrison

McLin & Burnsed P.A.

FILLED IN BY:

Bill Wiley, AICP

Interim Community Development Director

City of Leesburg

Annexation

(5th Generation Communities Inc.-Renaissance Estates)

RESERVED FOR RECORDING

THIS AGREEMENT entered into as of the _____ day of _____, 2008, between **THE CITY OF LEESBURG, FLORIDA**, P.O. Box 490630, Leesburg, Florida 34749-0630, hereafter referred to as the "City," 5th Generation Communities Inc. (Renaissance Estates) and whose address is 2801 South Bay Street, Eustis FL 32726 , 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" 5th Generation Communities Inc. (Renaissance Estates) Planned Unit Development Agreement dated March 20, 2008, 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.
- 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.
- I. 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.

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:

Larry B. Dan
Barbara DeMa

DEVELOPER:

5th Generation Communities, Inc.

BY: Anthony P. DeLuca
Anthony P. DeLuca
Vice President/CFO

Type or print name of witness

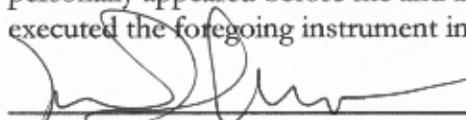
Larry B. Dunn

Barbara De Mens

Type or print name of witness

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, Anthony P. DeLuca, 5th Generation Communities Inc. personally appeared before me and acknowledged on the 9 day of April, 2008, that he executed the foregoing instrument in said capacity. He is {CHECK ONE} personally known to me.



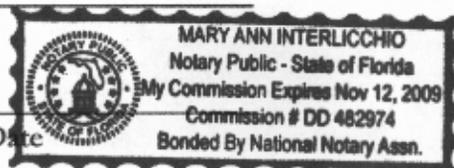
NOTARY PUBLIC

Mary Ann Interlicchio

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 _____, 2008, 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

Type or print name of Notary

Commission Number

Commission Expiration Date

EXHIBIT B

Legal Description

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN N89°06'16"W A DISTANCE OF 533.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, THENCE RUN N31°14'05"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1081.03 FEET FOR A POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N29°05'15"E ALONG SAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, A DISTANCE OF 445.82 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S89°20'21"E ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE RUN S89°19'39"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, A DISTANCE OF 1327.51 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE RUN S89°19'41"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1326.15 FEET TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE DEPARTING AFORESAID NORTH LINE RUN S00°35'20"W ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 1324.29 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE DEPARTING SAID EAST LINE RUN N89°20'34"W ALONG THE SOUTH LINE OF SAID SECTION 32 A DISTANCE OF 1293.24 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°00'03"W PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 24 EAST, A DISTANCE OF 35.00 FEET; THENCE RUN N89°20'34"W PARALLEL TO SAID SOUTH LINE OF SECTION 32 A DISTANCE OF 35.00 FEET TO SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5; THENCE RUN S00°00'03"E ALONG SAID WEST LINE A DISTANCE OF 295.08 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE RUN N89°20'31"W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 333.88 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE RUN N00°19'13"E ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER A DISTANCE OF 330.27 FEET TO THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE RUN N89°22'37"W ALONG SAID SOUTH LINE OF SECTION 32 A DISTANCE OF 335.38 FEET; THENCE RUN N89°13'07"W ALONG SAID SOUTH LINE A DISTANCE OF 285.38 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN THE FOLLOWING 7 COURSES AND DISTANCES: N03°52'19"W A DISTANCE OF 368.23 FEET; N43°19'21"W A DISTANCE OF 281.47 FEET; N87°34'09"W A DISTANCE OF 344.99 FEET; N42°25'12"W A DISTANCE OF 284.71 FEET; N82°41'20"W A DISTANCE OF 340.07 FEET; S87°34'12"W A DISTANCE OF 353.22 FEET; S73°41'52"W A DISTANCE OF 316.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 90.04 ACRES, MORE OR LESS

CASE #:023-1-032008

EXHIBIT A

RENAISSANCE ESTATES
REZONING TO PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
March 20, 2008

This Planned Development Conditions for a PUD (Planned Unit Development) District is granted by the City of Leesburg Planning Commission, Lake County, Florida to 5th Generation Communities Inc. (Renaissance Estates) "Permittee" for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 Zoning, Section 25-278 Planned Developments of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" is desirous of obtaining a PUD (Planned Unit Development) zoning district to allow construction of a proposed single-family mixed use residential development consisting of approximately 316 age restricted residential units on approximately 90 acres located east of C.R. 48, north of Austin Merritt Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

1. PERMISSION is hereby granted to construct, operate, and maintain a Planned 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 shall be used for single-family residential development, pursuant to City of Leesburg development codes and standards and the Conceptual Development Plan dated January 11, 2008 as follows:

A. Residential Development

1. The project shall contain approximately 316 age restricted residential units on approximately 90 acres at a gross density of 3.5 units per gross acre.
2. The minimum lot sizes shall be approximately 4,000 square feet for single-family units as shown on the conceptual Plan.
3. Minimum lot widths shall be 40 feet for single-family units. Minimum lot depths shall be 100 feet as shown on the Conceptual Development Plan.
4. The following minimum yard setbacks shall be maintained for single-family units:

Front setback – 10 feet;
Rear setback – 18 feet; and
Side setbacks - 5' feet per side.
5. Minimum distance between structures shall be 10 feet; measured from building wall to building wall and the roof overhang shall not exceed two feet.
6. Accessory structures shall have a minimum rear and side setback of 5 feet and shall not occupy more than 30 percent of the required rear yard.

7. An attached screened enclosure must maintain a minimum setback of fifteen (15) feet from the rear property line.
 8. Impervious surface coverage shall not exceed 65 percent for residential uses. Other types of development may exceed this percentage; however, the overall project shall maintain open space of 30 percent.
 9. Maximum building height shall not exceed two and one-half (2½) stories or 30 feet.
 10. Permitted Uses:
 - a. Single-family age restricted detached dwellings;
 - b. Accessory structures;
 - c. Temporary modular sales center and construction office until completion project.
 - d. All residential units shall be developed through a subdivision plan or condominium instruments.
- B. Recreational Development
1. Recreational development provided on the site shall include active and passive uses, as well as enclosed or un-enclosed recreational space, devoted to the common use of the residents. Such recreation space shall consist of not less than 63,200 square feet (two hundred (200) square feet of space per dwelling unit). In computing usable recreation space, the following items may be considered at one and twenty-five hundredths (1.25) times the actual area.
 - a. Recreational activities such as play grounds, basket ball, tennis and hand ball courts, etc.
 - b. Developed recreational trails which provide access to the public trail system.
 - c. Swimming pool, including the deck area which normally surrounds such pools.
 - d. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreation.
 2. Required stormwater areas and buffer areas shall not be considered as recreational space except for any areas developed as recreational trails which provide access to the public trail system.
 3. Within the community sidewalks or trails or a combination thereof shall be provided throughout the community to provide pedestrian access from all residences to all amenities.
 4. Recreational vehicle parking shall be restricted through deed restrictions/covenants etc. which shall prohibit unenclosed parking within the development unless an approved designated area is provided. If provided, the area shall be buffered and final location will be determined by staff as part of the site plan approval process.
- C. The commercial use of a sales office and/or model center shall be a permitted use as long as it is specifically related to the PUD residential development of the site.
- D. Open Space and Buffer Areas
1. All wetlands on the project site shall be identified and the location and extent of each wetland shall be determined by 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. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

3. 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.
4. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
5. 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.
6. A wildlife/historical/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.
7. To the extent practical, wetlands shall be 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.
8. Landscape buffer areas shall be required along the north and west property lines as follows:
 - a. The property boundary line adjacent to C.R. 48 shall have a twenty five (25) foot landscape buffer with a six (6) foot high decorative fence or wall with landscaping or a raised three foot landscape berm with planting. The exact design and location of the buffer shall be determined during the site plan review process.
 - b. The property line along the northern boundary shall have a twenty-five (25) foot buffer area with landscaping to buffer the road from the adjacent residential property (Zellwood development).
9. Landscaping of the 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 Land Development Code.

 - 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. Variations to the landscape requirements may be approved i.e. where walls are used, by the Community Development Director as long as the intent of the PUD is maintained.

E. Development Phasing

- 1. The proposed project shall be constructed in phases in accordance with the 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 Unit Development review process.
- 2. Implementation of the project shall substantially commence within 36 months of approval of this Planned Development. In the event, the conditions of the PUD have not been implemented 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 Residential) or another appropriate zoning classification less intense than the development permitted by these PUD Conditions.

3. 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. 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. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is 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/or 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.
- I. 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.

4. TRANSPORTATION IMPROVEMENTS

- A. Vehicular access to the project site shall be provided by two access points one from C.R.48 on the west and one from a future east connection. The primary access shall be through a divided boulevard type road for the entrance. Actual location and design of the access shall be determined during the site plan review process and shall include consideration of sidewalks, recreation paths etc. Other potential vehicular and pedestrian accesses will be reviewed during the development review process. Until a second access is approved by City staff, only one hundred lots will be approved for development in the first phase .
- B. The Permittee shall provide all necessary improvements/paving/right-of-way/signalization within and adjacent to the development including not limited to right-of-way for C.R. 48 as required by Lake County and City of Leesburg.
- C. All roads within the development shall be designed and constructed by the developer to meet the City of Leesburg requirements.
- D. Sidewalks shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements unless specifically accepted by formal action of the City Commission. 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.
- G. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements. Said improvements will be the responsibility of the Permittee.
- H. 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 the County, City staff and the traffic study submitted therewith.
- I. Any issues with regard to easement access to adjacent properties shall be resolved and reviewed by the City Attorney prior to the approval of the preliminary subdivision plan.

5. DESIGN REQUIREMENTS

- A. Residential Development
 - 1. Building Design
 - a. Single-family homes shall have garages located with the following provisions.
 - 1) Rear access garages must be set back a minimum of eighteen (18) feet from the rear property line.
 - 2) A minimum of two off street parking spaces, including garages, shall be provided for each unit. For units with three or more bedrooms, three off street parking spaces shall be provided, including garages, for each unit. Garages shall be required to be maintained for primarily parking of vehicles both through these conditions and through restrictive covenants. On street parking for residents shall be prohibited.
 - 2. Additional Design Features
 - a. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the building:
 - 1) Dormers
 - 2) Gables
 - 3) Recessed entries
 - 4) Covered porch entries

- 5) Cupolas
- 6) Pillars or posts
- 7) Bay window (minimum 12 inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Repetitive windows with minimum 4-inch trim.

B. Other similar design variations meeting the intent of this section may be approved by the Community Development Director.

6. 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 by the Planning Commission 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.
- 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 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.

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

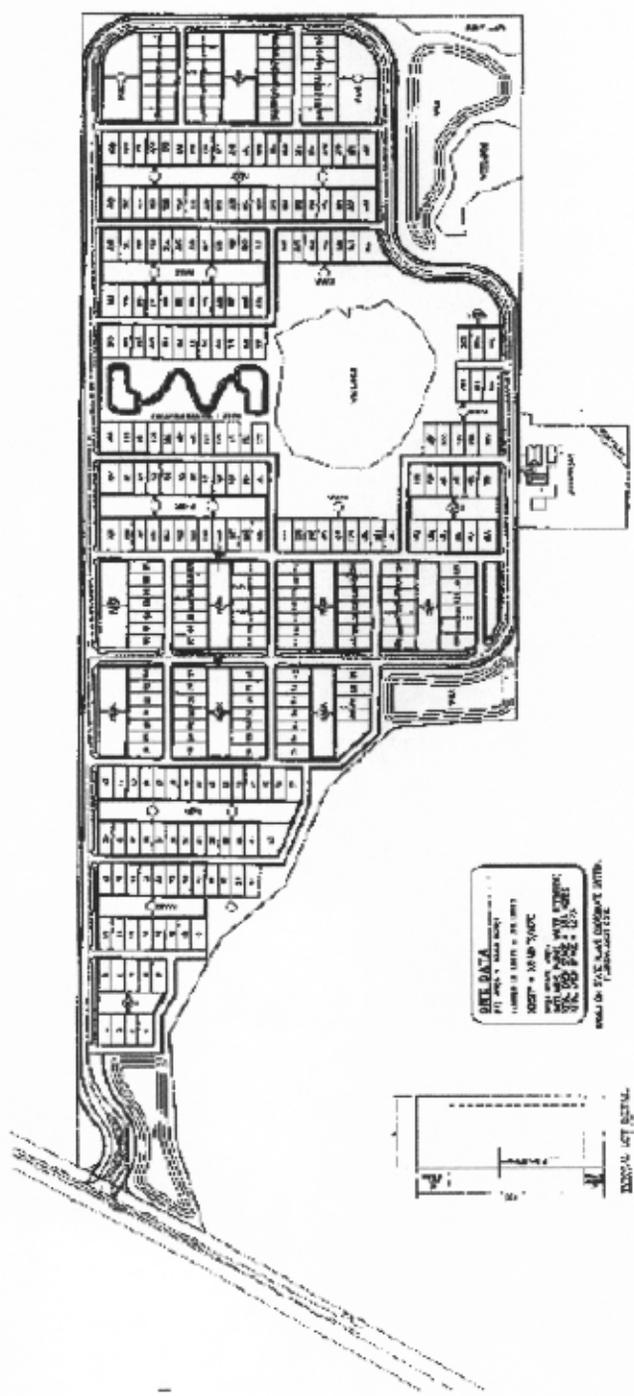
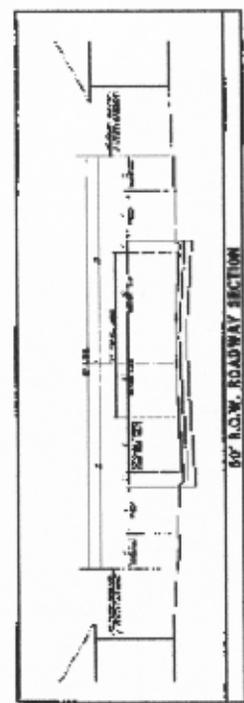
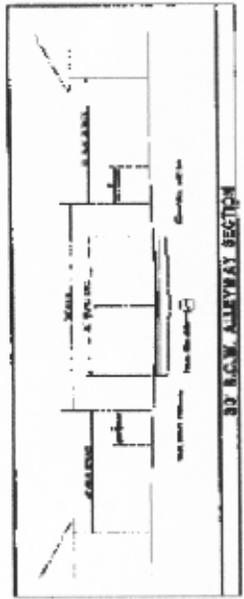
There are no previous commitments of any existing or planned excess capacity.

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.

Exhibit C Conceptual Development Plan

NOBLE ENGINEERING INC. 4775 - Highway 404, Unit 101 Richmond, BC V6X 2K6 Tel: 604-273-8888 Fax: 604-273-8889	RENNAN ENGINEERING INC. 1100 - 14th Street Vancouver, BC V6Z 2Y4 Tel: 604-681-1111 Fax: 604-681-1112	RENNAN ENGINEERING INC. 1100 - 14th Street Vancouver, BC V6Z 2Y4 Tel: 604-681-1111 Fax: 604-681-1112	RENNAN ENGINEERING INC. 1100 - 14th Street Vancouver, BC V6Z 2Y4 Tel: 604-681-1111 Fax: 604-681-1112	RENNAN ENGINEERING INC. 1100 - 14th Street Vancouver, BC V6Z 2Y4 Tel: 604-681-1111 Fax: 604-681-1112	RENNAN ENGINEERING INC. 1100 - 14th Street Vancouver, BC V6Z 2Y4 Tel: 604-681-1111 Fax: 604-681-1112
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NOTES:
 1. ALL UTILITIES TO BE DELETED.
 2. ALL UTILITIES TO BE DELETED.
 3. ALL UTILITIES TO BE DELETED.
 4. ALL UTILITIES TO BE DELETED.
 5. ALL UTILITIES TO BE DELETED.

NOBLE ENGINEERING INC.
RENNAN ENGINEERING INC.