EXHIBIT A

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

R/ City Clerk
City of Leesburg
Po Box 490630
Leesburg, Fl
34749

Annexation

(RB-3 Associates & Benderson 85-1 Trust)

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 Partner, RB-3 Associates, and Benderson 85-1 Trust whose address is 8441 Cooper Creek Blvd., University Park, Florida 34210, 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. Developer has requested that the Property be annexed into the City and that it be given a zoning classification of City R-1A (Single Family Residential).

2. The total land area of the Property is approximately 4.18 acres and the general location of the property is approximately 3 miles southwest of the Ronald Regan Turnpike on the west side of C.R. 48.

3. The maximum number of residential units which may be constructed on the Property subject of City codes shall be sixteen (16) units, which shall consist of single family units (detached). In addition, the referenced property shall be required to be incorporated into the new required PUD for the owner's property adjacent to the west (Secret Promise D.R.I.).

4. 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 plat application.

5. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

6. If wetland alteration is permitted by St. Johns River Water Management District, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District.

7. A wildlife/archaeological management plan for the project site shall be prepared based on the results of the environmental permit approvals obtained 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 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.

9. 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 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.

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

11. 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.

12. 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.

13. 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:

ALICIA GAYTON
Type or print name of witness

William L. Murra
Type or print name of witness

DEVELOPER: **RB-3 Associates**

BY: _____
Randall Benderson, Partner,

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME, the undersigned Notary Public, Randall Benderson, Partner, RB-3 Associates, personally appeared before me and acknowledged on the 1ST day of MAY, 2006, that he executed the foregoing instrument. He is {CHECK ONE} [1] personally known to me, or else who [ ] produced _____ as identification.

NOTARY PUBLIC

Type or print name of Notary

Commission Number

Alicia H Gayton
My Commission DD198658
Expires March 31 2007

Commission Expiration Date

WITNESSES:

ALICIA GAYTON
Type or print name of witness

William L. Murra
Type or print name of witness

DEVELOPER: **Benderson 85-I Trust**

BY: _____
David H. Baldauf, Trustee

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME, the undersigned Notary Public, David H. Baldauf, Trustee, Benderson 85-I Trust personally appeared before me and acknowledged on the 28 day of APRIL, 2006, that he executed the foregoing instrument. He is {CHECK ONE} ☑ personally known to me, or else who ☐ produced _____ as identification.

_____
NOTARY PUBLIC

_____
Type or print name of Notary

_____
Commission Number

Alicia H. Gayton
My Commission DD198658
Expires March 31 2007

_____
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

LEGAL DESCRIPTION FURNISHED BY CLIENT:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 32, AND THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 48, RUN THENCE SOUTHWESTERLY, ALONG THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 48, A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN THENCE WEST, AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 32, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD, SAID POINT BEING HEREBY DESIGNATED AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING, AND RUN THENCE SOUTHWESTERLY, ALONG THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 48, A DISTANCE OF 700 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 32, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTHEASTERLY, ALONG THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD, TO THE ABOVE DESIGNATED POINT "A".

SUBJECT TO ALL EASEMENT, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT B