

**EXHIBIT A**

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

**Annexation**

(Leesburg Commons, LLC)

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 Leesburg Commons, LLC, whose address is 230 Mohawk Rd, Clermont, Florida 34715, 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 CIP 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

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:

DEVELOPERS:

*Gloria J. Hall*  
GLORIA J. HALL  
Type or print name of witness

BY: *Robert M. Shakar*  
Leesburg Commons, LLC, Registered Agent  
Robert M. Shakar

*Patricia L. Kosor*  
Patricia L. Kosor  
Type or print name of witness

STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, Leesburg Commons, LLC, Registered Agent, Robert M. Shakar personally appeared before me and acknowledged on the 19 day of September

\_\_\_\_\_, 2006, that he executed the foregoing instrument. He is {CHECK ONE}  personally known to me, or else who  produced \_\_\_\_\_ as identification.

B. Caraballo  
NOTARY PUBLIC

Brenda Caraballo  
Type or print name of Notary

Commission Number B. Caraballo  
 My Commission DD271345  
Expires December 01, 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

**EXHIBIT "B"**

LEESBURG COMMONS, LLC

LEGAL DESCRIPTION

E 1/2 OF NW 1/4 OF SW 1/4, W 1/2 OF NE 1/4 OF SW 1/4—LESS FROM NE COR  
OF NW 1/4 OF NE 1/4 OF SW 1/4 RUN N 89DEG 46MIN 30SEC W 33 FT, S 00DEG  
29MIN 00SEC W 605.59 FT FOR POB, CONT S 00DEG 29MIN 00SEC W 472.01 FT,  
S 62DEG 31MIN 08SEC W 170.47 FT, N 89DEG 39MIN 51SEC W 408.66 FT, N  
01DEG 13MIN 42SEC E 520.54 FT, N 87DEG 07MIN 01SEC E 553.41 FT TO POB &  
LESS BEG AT SE COR OF W 1/2 OF NE 1/4 OF SW 1/4, RUN W 662.25 FT, N  
73DEG 25MIN 24SEC E 583.10 FT, N 08DEG 10MIN 35SEC W 15.74 FT, N 81DEG  
49MIN 25SEC E 10 FT, S 8DEG 10MIN 35SEC E 15.74 FT, E 94.95 FT, S TO POB--  
ORB 687 PG 1121

29.59 Acres

Alternate Key – 1171458

Parcel ID # - 15-19-24-000300002500

LEESBURG COMMONS, LLC (WILLIAM "BILL" TALLEY)  
REZONING TO CIP (COMMERCIAL / INDUSTRIAL PLANNED)  
PLANNED DEVELOPMENT [b1]CONDITIONS  
AUGUST 24, 2006

These Planned Development Conditions for a CIP (Commercial/Industrial Planned) district are granted by the City of Leesburg Planning [b2]Commission, Lake County, Florida to Leesburg Commons, LLC, "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development [b3]Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" is desirous of obtaining a CIP (Commercial/Industrial Planned) zoning district to permit industrial uses on approximately a 30 acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to Leesburg Commons, LLC to construct, operate, and maintain a CIP (Commercial/Industrial Planned) development in and on real property in the City of Leesburg. The property is generally situated at the southwest intersection of Talley Road and Talley Box Road. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. [b4]LAND USES

The above described property shall be used for CIP (Commercial/Industrial Planned) uses as limited, pursuant to City of Leesburg development codes and standards.

A. The commercial uses shall be restricted to those uses approved specifically in the CIP conditions for the site.

1) Commercial/industrial uses shall be those listed for the CIP uses as a permitted use (See attached) in the Code of Ordinances except as limited by this CIP and shall occupy the approximate area as shown on the Conceptual Plan dated June 1, 2006.

2) Permitted Light Industrial Uses shall be as follows:

- a. Flex Space
- b. Light Industrial Service
- c. Warehouse and Freight Movement except Stockpiling
- d. Wholesale Trade

3) Uses prohibited shall be as follows:

- a. Heavy industrial uses.
- b. Any other industrial uses of similar intensity which may adversely impact the adjoining parcels due to traffic, noise, dust, etc.

B. [b5]Area

The [b6]Impervious surface coverage for each site shall not exceed seventy-five (75) percent of the gross site area.

C. Open Space

A minimum of twenty-five (25) percent of the site shall be developed as open space,

including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

4. SITE ACCESS

A. Access to all parcels, including the 130,000 sq. ft. site, shall be from the internal main access roadway only not from Talley Road or Talley Box Road.

5. DEVELOPMENT STANDARDS

A. The minimum development standards shall be those required for the CIP district except as amended by these conditions. All structures along Talley Road and Talley Box Road shall maintain a minimum of 50 building feet setback.

6. PARKING

A. The permittee shall construct off-street parking spaces within the development per City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.

7. WETLANDS

A. Should wetlands exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

8. DRAINAGE AND UTILITIES

A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of the natural vegetation in any phase of the development, the permittee shall provide:

- 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
- 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

9. TRANSPORTATION

A. Any transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application.

10. LANDSCAPING AND BUFFER REQUIREMENTS

A. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances.

11. MAINTENANCE

A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, sidewalks, landscaping and drainage shall be the responsibility of the developer.

12. 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"**

LEESBURG COMMONS, LLC

LEGAL DESCRIPTION

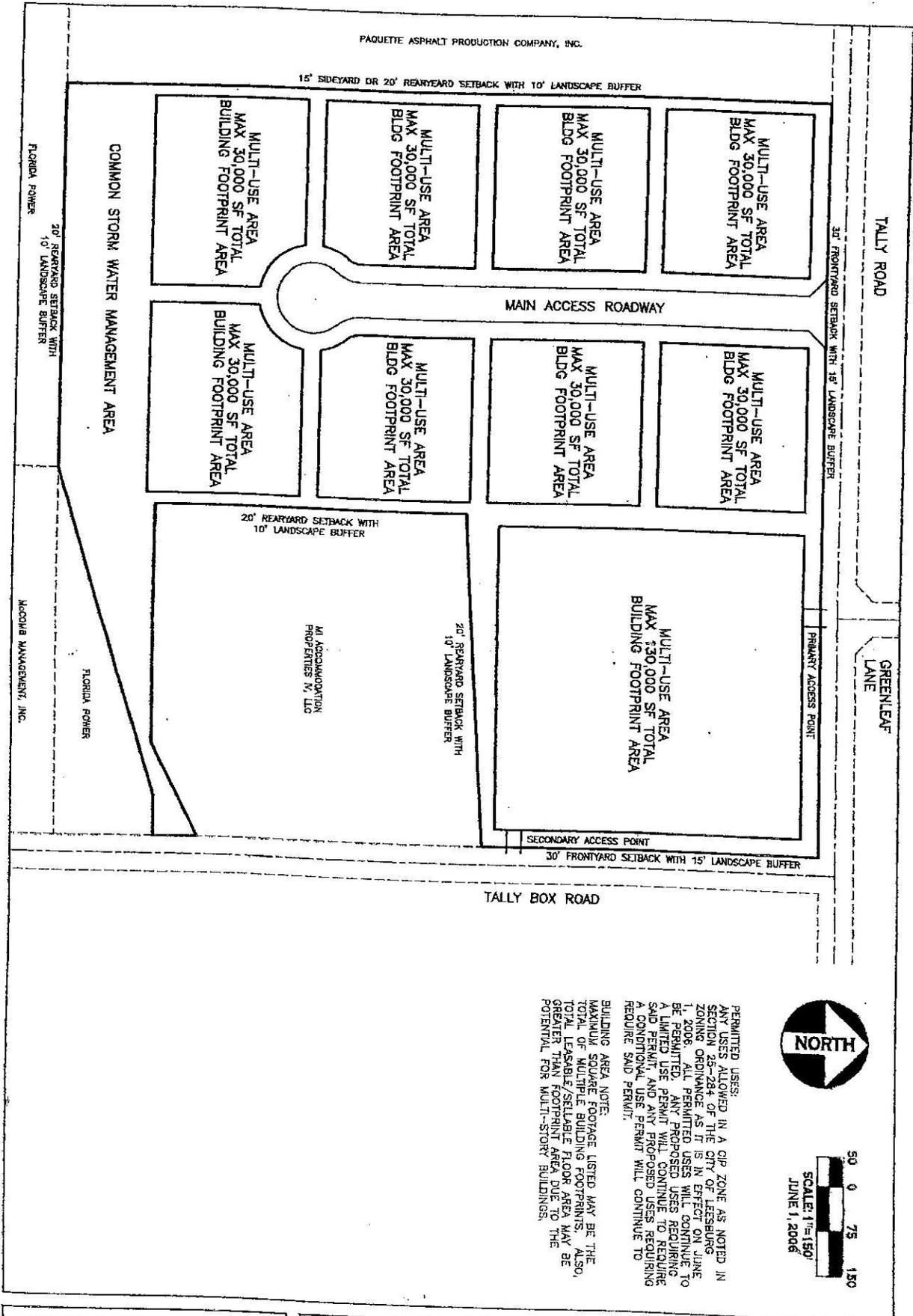
E 1/2 OF NW 1/4 OF SW 1/4, W 1/2 OF NE 1/4 OF SW 1/4---LESS FROM NE COR OF NW 1/4 OF NE 1/4 OF SW 1/4 RUN N 89DEG 46MIN 30SEC W 33 FT, S 00DEG 29MIN 00SEC W 605.59 FT FOR POB, CONT S 00DEG 29MIN 00SEC W 472.01 FT, S 62DEG 31MIN 08SEC W 170.47 FT, N 89DEG 39MIN 51SEC W 408.66 FT, N 01DEG 13MIN 42SEC E 520.54 FT, N 87DEG 07MIN 01SEC E 553.41 FT TO POB & LESS BEG AT SE COR OF W 1/2 OF NE 1/4 OF SW 1/4, RUN W 662.25 FT, N 73DEG 25MIN 24SEC E 583.10 FT, N 08DEG 10MIN 35SEC W 15.74 FT, N 81DEG 49MIN 25SEC E 10 FT, S 8DEG 10MIN 35SEC E 15.74 FT, E 94.95 FT, S TO POB--ORB 687 PG 1121

29.59 Acres

Alternate Key – 1171458

Parcel ID # - 15-19-24-000300002500

CONCEPTUAL PLAN



PAQUETTE ASPHALT PRODUCTION COMPANY, INC.

15' SIDEYARD OR 20' REARYARD SETBACK WITH 10' LANDSCAPE BUFFER

MULTI-USE AREA  
MAX 30,000 SF TOTAL  
BUILDING FOOTPRINT AREA

MULTI-USE AREA  
MAX 30,000 SF TOTAL  
BLDG FOOTPRINT AREA

MULTI-USE AREA  
MAX 30,000 SF TOTAL  
BLDG FOOTPRINT AREA

MULTI-USE AREA  
MAX 30,000 SF TOTAL  
BLDG FOOTPRINT AREA

COMMON STORM WATER MANAGEMENT AREA

20' REARYARD SETBACK WITH  
10' LANDSCAPE BUFFER

FLORIDA POWER

FLORIDA POWER

MULTI-USE AREA  
MAX 30,000 SF TOTAL  
BUILDING FOOTPRINT AREA

MULTI-USE AREA  
MAX 30,000 SF TOTAL  
BLDG FOOTPRINT AREA

MULTI-USE AREA  
MAX 30,000 SF TOTAL  
BLDG FOOTPRINT AREA

MULTI-USE AREA  
MAX 30,000 SF TOTAL  
BLDG FOOTPRINT AREA

MAIN ACCESS ROADWAY

20' REARYARD SETBACK WITH  
10' LANDSCAPE BUFFER

MIL ACCOMMODATION  
PROPERTIES IV, LLC

20' REARYARD SETBACK WITH  
10' LANDSCAPE BUFFER

MULTI-USE AREA  
MAX 130,000 SF TOTAL  
BUILDING FOOTPRINT AREA

SECONDARY ACCESS POINT

30' FRONTYARD SETBACK WITH 15' LANDSCAPE BUFFER

TALLY BOX ROAD

30' FRONTYARD SETBACK WITH 15' LANDSCAPE BUFFER

TALLY ROAD

GREENLEAF  
LANE

PRIMARY ACCESS POINT



50 0 75 150  
SCALE: 1"=150'  
JUNE 1, 2008

PERMITTED USES:  
ANY USES ALLOWED IN A CIP ZONE AS NOTED IN SECTION 25-24 OF THE CITY OF LEESBURG ZONING ORDINANCE AS IT IS IN EFFECT ON JUNE 1, 2008. PERMITTED USES WILL CONTINUE TO BE PERMITTED, BUT PROPOSED USES REQUIRING A LIMITED USE PERMIT WILL CONTINUE TO REQUIRE SAID PERMIT, AND PROPOSED USES REQUIRING A CONVENTIONAL USE PERMIT WILL CONTINUE TO REQUIRE SAID PERMIT.

BUILDING AREA NOTE:  
MAXIMUM SQUARE FOOTAGE LISTED MAY BE THE TOTAL OF MULTIPLE BUILDING FOOTPRINTS. ALSO, TOTAL LEASABLE/SELLABLE FLOOR AREA MAY BE GREATER THAN FOOTPRINT AREA DUE TO THE POTENTIAL FOR MULTI-STORY BUILDINGS.

CONCEPTUAL PLAN FOR:  
**PRESCO DEVELOPMENT  
GROUP, LLC**  
LEESBURG, LAKE COUNTY, FLORIDA

**WAGNER**  
CONSTRUCTION COMPANY, LLC  
2200 MONTECLAIR ROAD, STE. 101  
LEESBURG, FLORIDA 34748  
PHONE: (352) 728-2221  
FAX: (352) 728-6670

