

# MEMORANDUM

## PLANNING & COMMUNITY DESIGN

*A division of the  
Department of Growth Management  
315 West Main Street  
Tavares, FL 32778*



LAKE COUNTY  
FLORIDA

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**To:** Darren Gray, County Manager  
**From:** Brian T. Sheahan, AICP Director Planning & Community Design Division   
**CC:** David Heath, AICP Deputy County Manager  
Amye King, AICP Director of Growth Management Department  
**Date:** September 23, 2011  
**Subject:** City of Mascotte Herons Glenn Landfill Project

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Attached is a copy of the agenda item considered by Mascotte City Council (sitting as the Local Planning Agency) at its meeting on September 16, 2011. The agenda item includes copies of the application, site plan and other background information.

If you have any questions or comments please do not hesitate to contact me.



**COUNCIL MEETING  
MASCOTTE, FLORIDA  
MONDAY, SEPTEMBER 19, 2011  
6:30 P.M.**

**COUNCIL CHAMBERS** **121 N. SUNSET AVE**  
**TEDDER-THOMAS MEMORIAL CIVIC CENTER** **MASCOTTE, FLORIDA**

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**AGENDA**

**I. Call to Order**

- A. Invocation
- B. Pledge of Allegiance
- C. Roll Call

**II. Public Comments**

*(Any person wishing to address the Mayor and Council and who is not on the agenda is asked to complete the "Request to Address Mayor and Council Form". Must be completed and provided to the City Clerk. Five minutes are allocated per speaker.)*

**III. Local Planning Agency (City Council acts as this agency)**

- A. Comprehensive Plan Consistency review of Rezoning for Norman Thomas (Car Dan Lane) project.
- B. Comprehensive Plan Consistency review of Heron's Glen PUD amendment.

**IV. Ordinances (First Reading)**

- A. First Reading of Ordinance 2011-09-499 Rezoning for Norman Thomas (Car Dan Lane).
- B. First Reading of Ordinance 2011-09-500 Heron's Glen PUD amendment

**V. Resolution:**

- A. Resolution 2011-09-454 Enterprise Zone.

If a person decides to appeal any decision made by the Board, Agency or Commission with respect of any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purposes, he or she may need to ensure that a verbatim records of the proceedings be made, which record includes the testimony and evidence upon which the appeal is based.  
In accordance with the Americans with Disabilities Act (ADA), if a person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the City of Mascotte, Office of the City Clerk at 100 East Myers Blvd., Mascotte, Florida. (352) 429-3341.

**VI. Staff Report:**

**A. City Manager-** Lake County League of Cities Board of Director Appointment

**B1. Fire Chief-** Interlocal Agreement between Lake County, Lake Emergency Medical Services, Inc., and the City of Mascotte pertaining to Advanced Life Support.

**B2. Fire Chief-** Agreement between Lake Emergency Medical Services, Inc. and the City of Mascotte for Dispatch Services.

**C. City Attorney**

**VII. Adjournment**

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## AGENDA ITEM COVER SHEET

Meeting Date: September 19, 2011

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**Subject: Local Planning Agency: Comprehensive Plan Consistency review of Heron's Glen PUD amendment.**

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**Recommendations:** Local Planning Agency is to find the Heron's Glen PUD amendment consistent to the comprehensive plan.

**Attachments:** Report from the planner, staff, and HAS Golden (on behalf of the developer), application, site plan, and other items pertaining to the project. The bigger copy of the site plan will be available at the meeting.

### Financial Impact:

Type of Item:

- Public Hearing
  - Ordinance First Reading
  - Ordinance Final & Adoption Reading
  - Resolution
  - Motion & Vote
  - Attorney has reviewed
-

September 12, 2011

VIA UPS/EMAIL

Mr. James Gleason, City Manager  
City of Mascotte  
100 East Myers Boulevard  
Mascotte, Florida 34753

Re: PUD Modification #2 – Comprehensive Plan Consistency Excerpts  
**Heron's Glen PUD**  
Mascotte, Florida  
HSA Golden Project No. 11-621.001

Dear Mr. Gleason:

On behalf of Heron's Glen at Mascotte, LLC, HSA Golden is submitting for your review a summary of excerpts from various submittals with regard to consistency of the Heron's Glen PUD Modification #2 with Mascotte's Comprehensive Plan.

**From the Application:**

2.12 Comprehensive Plan Compliance

The Heron's Glen Development meets the purposes and policies contained in the City of Mascotte's Comprehensive Land Use Plan for PUD-Mixed Community Use. The Heron's Glen property currently holds a Future Land Use designation of "Community Mixed-Use" and an existing PUD zoning classification. The Heron's Glen Planned Development Agreement was approved by City Council in November, 2007. The City Council approved the First Amendment to the Heron's Glen Planned Development Agreement in May, 2009.

The third plan option (Second Amendment) of the Heron's Glen PUD is consistent with the intentions and definitions of Community Mixed-Use as defined in the Comprehensive Plan of the City of Mascotte.

The third plan option of the Heron's Glen PUD is additionally consistent with Future Land Use Element Policies 1.1.2; 1.1.6; 2.1.6; 2.1.10; and 3.1.1.

The third plan option of the Heron's Glen PUD is additionally consistent with the intentions and definitions of a PUD-Community Mixed-Use as defined in the Land Development Code of the City of Mascotte.

The third plan option of the Heron's Glen PUD is additionally consistent with the intentions and definitions of a public/semi-public use as defined in the Comprehensive Plan and Land Development Code of the City of Mascotte.



The third plan option of the Heron's Glen PUD is additionally consistent with the Sanitary Sewer, Water, Drainage, Recreation and Open Space, and Capital Improvements Elements of the Comprehensive Plan of the City of Mascotte. Additionally, this PUD modification provides:

- Diversification of uses, structures, and open spaces in a manner compatible with existing and permitted land uses on abutting properties.
- Reduces and improves energy costs through a more efficient use of land design and smaller network on utilities and streets than is possible through application of other zoning regulations and subdivision requirements. Project also includes future methane gas recovery facility which will generate electricity.
- Ensures that development will occur according to limitations of use, design, density, coverage, and phasing stipulated in an approved amended Development Agreement (DA). All development of the Property shall be subject to compliance with the City's present Land Development Code and Comprehensive Plan.
- Preserves the natural amenities and environmental assets of the land by encouraging the preservation and improvement of scenic and functional open areas. Significant amounts of the existing natural topography, soils, and vegetation will be preserved and utilized, where possible, through the careful location and design of circulation ways, buildings and structures, parking areas, recreation areas, open space, and drainage facilities. Conservation and transition areas will be consistent with adopted ordinances regulating such natural areas.
- Proposed location and arrangement of structures have been carefully located to existing or committed adjacent land uses.
- Encourages an increase in the amount and use of open space areas by strategic location of building areas than would be possible through conventional zoning districts.
- Provides maximum opportunity for application of innovative concepts of site planning in the creation of aesthetically pleasing living, recreational, educational, and working environments on properties of adequate size, shape and location.
- Provides a flexible development which is intended to encourage an appropriate balance between the intensity of development and the ability to provide adequate capacity of support services and facilities.

**From the Response to Preliminary Staff Report:**

Comment 4.3      Surrounding Land Uses. The surrounding land uses are rural low-density residential, groves, and grazing land. The applicant has not provided any information demonstrating how the proposed development conforms to

these surrounding land uses. Of particular concern to the Staff are the sightlines and views that will be impacted by this development. The applicant should provide additional information in order for the application to be properly reviewed by the Staff and City Council.

Response:

Information regarding setbacks and buffers and how they provide conformity to surrounding land uses, is further depicted on Figure 2. Sheet 5 - Preliminary Site Plan and Section 2.8 (Buffers and Setbacks) provided a description of the setbacks in the form of +100 acres of natural wetlands surrounding the development, extensive treed landscape buffers to screen the views from any surrounding rural residential sites, and space buffers of approximately 1/4 mile to the nearest rural residence.

The following are the many levels of project compatibility with the internal and external land uses:

1) Physical compatibility – The proposed development will provide landscape buffers both internal to the property and also on the edges of the property boundary. All landscape buffers will be enhanced to meet regulations as outlined in the City of Mascotte Land Development Code.

2) Spatial compatibility – There are on-site wetlands that required the compatible public facility to be located on the western portion of the site. This addresses both internal and external compatibility with the residential developments currently existing and proposed for the future.

3) Operational compatibility – Operations will be controlled as to day, time of day and operating procedures. The proposed development will provide a recycling facility for materials, open to the public as well as an organics recycling to provide mulch and compost. There will also be energy generation as a result of the gas output that will power local homes or businesses. When the compatible public facility closes operation, the space will be utilized by City residents as open space or a future park.

4) Community compatibility – The Town of Mascotte will receive a sports complex.

5) Capacity compatibility - There is a reduction from the already approved maximum number of vehicular trips for this proposed development thereby increasing roadway, school, water and sewer capacities.

6) Fiscal compatibility – The proposed development will provide the City with substantial fiscal contributions, in addition to infrastructure improvements. There will be an immediate creation of jobs and several ancillary positions created as a result of this development.

These buffers, setbacks, and compatibilities will ensure that the development is not in conflict with the surrounding area.

HSA Golden trusts that this submittal will satisfy any questions the City of Mascotte may have. Please feel free to contact us if you have any questions.

Sincerely,

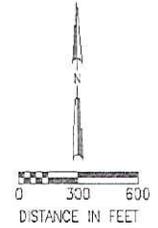
**HSA GOLDEN**

A handwritten signature in blue ink, appearing to read "James E. Golden".

James E. Golden, P.G.  
Vice-President and Principal Hydrogeologist

Attachment

cc: Ron Roberts



**LEGEND**

-  TREE LANDSCAPE BUFFER
-  WETLAND AREAS
-  AGRICULTURAL USE
-  PROPERTY BOUNDARY



EXAMPLE OF TREE BUFFER



HERON'S GLEN  
PLANNED UNIT DEVELOPMENT  
CITY OF MASCOITE, FLORIDA

SETBACKS AND BUFFER AREAS

**Final Planning Staff Report**

Project Number 2011-08-71

**Planned Unit Development Application by Herons Glen at Mascotte, LLC**

Preliminary Report prepared August 24, 2011

Final Report prepared September 12, 2011

**1.0 Subject Property**

1.1 Location

The subject property is located on the south side of Smith Road, approximately 3500 feet west of County Road 33. Smith Road crosses County Road 33 approximately 2.2 miles north of State Road 50.

1.2 Property Information

As of August 25, 2011, the Lake County Property Appraiser lists the following information for the property:

Alt Key	Parcel Identification No.	Ownership Name	Area (ac)
3639391	01-22-24-0201-0120-0001	Flagship Lake County Development Number V, LLC	19.70
1776236	03-22-24-0002-0000-0800	Flagship Lake County Development Number V, LLC	160.15
3839024	04-22-24-0001-0000-1500	Flagship Lake County Development Number V, LLC	65.11
			244.96

It should be noted that the owner listed above, or entities related to the owner, has title to additional properties adjacent to the subject property and along Smith Road to County Road 33.

1.3 Area

As noted above, the area of the property is 244.96 acres, according to the Lake County Property Appraiser (245.55 acres according to the applicant).

1.4 Applicant Information

The applicant is Herons Glen at Mascotte, LLC, represented by HSA Golden.

1.5 Ownership Information

As noted above, the owner of the subject property is Flagship Lake County Development Number V, LLC. The owner has provided an "Agency of Record Letter" appointing O.C. Cook, manager of Herons Glen at Mascotte, LLC, as agent and applicant.

**2.0 Application**

**2.1 Statement of Request**

The applicant is requesting an amendment to current Planned Unit Development (PUD) ordinance and supporting documents that have been previously approved for the subject property. The original PUD ordinance and supporting documents were approved by the City Council in 2007. A previous amendment and modification (creating the current PUD ordinance and supporting documents) was granted by the City Council in May 2009. Both previous ordinances allowed up to 999 residential dwelling units on the subject property.

The current application would divide the subject property into two parcels, Parcel 1 and Parcel 2. The application proposes a mix of land uses on the Parcels as follows:

Parcel	Area (ac)	Land Use Type	Proposed Development
Parcel 1	66 +/-	Residential	140 Single Family Dwelling Units
		Recreation/Public Amenities	Approximate 12-Acre Sports Park
		Preservation/Conservation/Open Space	Wetlands, Landscape Buffer, etc.
Parcel 2	180 +/-	Compatible Public Facilities	Class I Landfill, Drop-Off Center, Recycling Facility, Gas-to-Energy Facility
		Preservation/Conservation/Open Space	Wetlands, Landscape Buffer, etc.

**2.2 Future Land Use**

The current and proposed Future Land Use Designation is “Community Mixed Use”.

**2.3 Zoning**

The current and proposed Zoning Designation is PUD-CM, a designation which is allowable in the “Community Mixed Use” Future Land Use Designation.

### **3.0 Land Development Code**

#### **3.1 Minimum Application Requirements**

Section 3.6, Part D, of the Land Development Code requires of the following information to be included with the application (Planning Staff comments are in *bold italics*):

- 1) A general description of the action sought.

*This information has been provided by the applicant.*

- 2) A brief explanation as to why the application satisfies the relevant criteria set forth in this Article.

*This information has been provided by the applicant.*

- 3) The name(s) of the Owner(s) of the particular real property as shown on the public records of the County on the date of the filing of the application.

*This information has been provided by the applicant.*

- 4) If the Applicant is other than all of the Owners of the particular property, written notarized consent signed by all Owners of the particular real property shall be attached. The application shall contain the current physical and mailing address of the applicant.

*This information has been provided by the applicant.*

- 5) The legal description of the particular real property, accompanied by a certified survey or that portion of the map maintained by the Lake County Property Appraiser reflecting the boundaries of the particular real property.

*This information has been provided by the applicant.*

- 6) A description of the location of the property.

*This information has been provided by the applicant.*

- 7) The current and future land use and the zoning designation of the real property.

*This information has been provided by the applicant.*

- 8) The owners of all properties located within 300 feet of the subject property and their current addresses as shown on the public records of the County.

*The Planning Staff has forwarded this information to the City Clerk; this information has been provided.*

- 9) Any such other special requirements set forth in this Article.

*Additional information has been provided by the applicant.*

*Based on the above, the Planning Staff has found the application to be complete.*

### 3.2 Allowable Zoning District

As noted above, per Section 3.9 of the Land Development Code, PUD-CM is an allowable zoning designation within the "Community Mixed Use" future land use designation.

### 3.3 Planned Unit Development Process

Per Section 4.7, Part A, of the Land Development Code, the following process is required for PUD Development Preliminary Site Plans (Planning Staff comments are in *bold italics*):

- 1) **Development Inquiry Made.** Inquiries about projects are submitted to the Planning Department who will notify the applicant as soon as possible as to how the matter will be answered and/or how best to move forward.

*The applicant has completed this step.*

- 2) **DRC Pre-Application Conference.** Each applicant shall meet with the DRC at a pre-application review conference before preparing a Preliminary Site Plan. In this way, the developer can become familiar with the requirements and development policies of the City, which may affect the proposed development.

*The applicant has completed this step.*

- 3) **Submission of Preliminary Site Plan.** The developer (applicant) shall submit to the Planning Department, fifteen (15) copies of the Preliminary Site Plan, the Application, Elevations and fee(s). (See Article V for Design Standards.) This plan shall be prepared as specified in these regulations.

*The applicant provided the number of copies requested by the Planning Staff.*

- 4) **Staff and DRC Review.** The Planning Department shall distribute copies of the Preliminary Site Plan to the Staff and applicable State, County & Municipal agencies including the Lake County School Board. (The School Board shall review residential site plans only.) Staff and the Lake County School Board, where applicable, shall individually review the Preliminary Plan and submit written comments to the Planning Department. DRC shall review the Preliminary Site Plan regarding transportation concurrency in accordance with the Comprehensive Plan and this Land Development

Code. The developer shall make the changes necessary and submit a revised Preliminary Site Plan, if required.<sup>1</sup>

*The Planning Staff, City Manager, City Clerk, City Attorney, Public Works Director, Police Chief, and Fire Chief have reviewed the application. The application has been provide to the Lake County School Board for review. At this time, review by any other public agency is not required.*

- 5) **Action by the City Council.** After the Staff reviews the Preliminary Site Plan, DRC reviews and make recommendations regarding transportation concurrency, and the Local Planning Agency makes its comprehensive plan consistency determination, the public hearing scheduled before the City Council shall be held. The City Council shall approve, shall approve subject to conditions, or disapprove the Preliminary Site Plan. In disapproving any Preliminary Site Plan, the City Council shall provide reasons for such action.<sup>2</sup>

*This report will make recommends from the Planning Staff with regard to actions to be taken by the City Council.*

- 6) **Preliminary Site Plan approval by the City Council** shall be automatically voided if the Final Site Construction Plan (for either the entire project or the approved first phase) is not approved within one (1) year. The City Council may grant a time extension, for a maximum of one (1) year, upon written request by the developer to the City Manager. The written request must be received by the City Manager with adequate time to schedule it for a Council meeting. The developer should provide the letter at least thirty (30) days prior to the scheduled site plan expiration.

*This report will make recommends from the Planning Staff with regard to actions to be taken by the City Council.*

- 7) **Extensions.** The City Council may extend for a period of twelve (12) months the date when a site development order would otherwise expire if it concludes that:
- a) The site development order has not yet expired,
  - b) The site development order recipient has proceeded with due diligence and in good faith, and
  - c) Conditions have not changed so substantially as to warrant a new application.
  - d) The City Council may grant successive extensions for periods up to 12 months upon the same findings, subject to compliance with Article IX, Concurrency Management.

*The application and supporting Developer Agreement include a request for an extension to the existing Planned Unit Development.*

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<sup>1</sup> Amended by the City Council, Ordinance Number 2011-08-498, Page 20, Reference Lines 970 through 982.

<sup>2</sup> Amended by the City Council, Ordinance Number 2011-08-498, Page 20, Reference Lines 984 through 991.

- 8) **Preliminary Site Plan Requirements:** The preliminary site plan shall include the information as discussed below. Notes should be used whenever possible, on the preliminary plan, to explain, verify or identify additional information that is important to the understanding of the site and the plan of development.

*The Planning Staff comments are as shown below.*

- 9) **Preliminary Site Plan Drawings:** The plan sheet size shall be 24" x 36". Plans including more than one sheet shall provide a key map relating sheets to the entire planned area. The information required on the face of this sheet should be positioned in one of three places: in the title block, on the location sketch or on the plotting design scheme. The requirements of each of the above are detailed below.

- a) **Title, Legend and Location Block.** The title of the proposed project, the name and address of the owner and the name and address of the engineer, surveyor and any other professional consultants engaged to prepare and design the preliminary plan shall be included. The date, revision dates, graphic scale of plans, north arrow, current zoning, total number of lots, minimum lot size, open space and site area in acres or portions thereof shall also be included along with the section, township and range in which the subject property is located.

*This information has been included in the plans and narrative provided by the applicant.*

- b) **Location Sketch.** A sketch showing the general location of the site in relation to the surrounding area shall be placed on the sheet. The location sketch shall be oriented the same direction as the plotting design. It also shall be drawn to a scale large enough to show the relationship of the tract to existing and proposed community features, such as major thoroughfares, schools, recreation areas, shopping and industrial areas. An appropriate scale is 1" = 2,000'.

*This information has been provided in the plans provided by the applicant.*

- c) **Design.** The design scheme shall be drawn to a scale no smaller than 1" = 100'. The plan shall also show the existing conditions and proposed development features as described below.

*The plans provided by the applicant are drawn at a mix of 1" = 200', 1" = 300' and 1" = 400'. For purposes of this particular application, the scales provided should be acceptable. The Planning Staff recommends that the City Council waive this requirement to the Final Construction Plans.*

- d) **Existing Conditions.** The following information regarding existing conditions on and off the site shall be shown: boundary lines, location, distance, and bearings for boundary lines, and the width and purpose of all easement lines. The boundary lines of the tract shall be clearly delineated by a heavy solid line.

*This information has been included in boundary surveys that are a portion of the plans provided by the applicant.*

e) **Setbacks.**

- All setbacks from streets and highways shall be illustrated.
- The applicable setbacks for the zoning district shall be indicated by the use of notes.
- All setbacks on irregular shaped lots shall be illustrated.
- The line of natural water bodies shall be illustrated.
- Setback requirements are found in Chapter 3 on table 3-1 of these Land Development Codes. Residential and Commercial setbacks found in non-PUD residential and commercial development shall be the guide utilized to review projects, however, any development in a PUD has some versatility depending upon conditions and design considerations along with the intent of the development and the area of development.

*This information has been provided in the plans provided by the applicant.*

- 10) **Phasing.** Where the project is to be built in phases, illustrate the divisions of the various phases. Phasing divisions shall be established according to natural or man-made boundaries, including but not limited to wetlands, lakes, parks, and roads.

*It is assumed that the Parcel lines (between Parcel 1 and Parcel 2) will also serve as the Phasing line. Phasing will likely be dictated by a Developers Agreement.*

- 11) **Physical/Environmental Conditions.** The topographical features that exist on the property shall be depicted on the preliminary plan or may be shown on separate sheets. When a separate sheet is used, the site layout must be shown.

- a) **Topographic information.** Existing contours at one (1) foot intervals based on field surveys or photo-grammatic survey extending a minimum one hundred (100) feet beyond the tract boundary. The topographic survey shall be certified by a land surveyor, registered in the State of Florida.

*The plans provided by the applicant show contours on a five-foot interval and appear to be based on USGS Quad Map information. As such, the required information has not been provided by the applicant. The Planning Staff recommends that the City Council waive this requirement to the Final Construction Plans.*

- b) **Soils information.** Identification of on-site soils shall be drawn on the face of the plan using the Soil Survey of Lake County Area, Florida. An applicant may challenge this determination by demonstrating (through the testing of a geotechnical engineer) that the identified soils are not classified correctly. If the

above determination is concurred with by the City Engineer, then these alternative soil determinations will be used in preparing the site plans.

*This information has been provided in the plans provided by the applicant.*

- c) **Wetlands Survey.** Wetlands shall be identified for purposes of the preliminary plan.

*This information has been provided in the plans provided by the applicant.*

- d) **100 Year Flood Elevation Information.** Where the 100 year flood elevation is shown on the Lake County Flood Insurance Rate (F.I.R.M.) Maps, as amended, the applicant shall show the location of the one hundred (100) year flood elevation.

*This information has been provided in the plans provided by the applicant.*

- e) **100 Year Flood Zone Data.** Data shall be shown for all sites within the 100 year flood zone, as indicated on the F.I.R.M. Maps. In the above circumstance, the developer will be responsible for the necessary drainage basin studies to establish the 100 year flood elevation. This work will be prepared to the satisfaction of the City Engineer. If the proposed development will create a change to the existing 100 year flood elevation, this change will be reflected in an amendment to the F.I.R.M. Maps. The applicant shall submit a letter of map amendment to FEMA, and provide evidence to the City that FEMA has accepted the change prior to Final Construction Plans approval.

*Portions of the subject property are located within Zone A, a 100-year flood zone where no 100-year flood elevation has been calculated. The plans and narrative provided by the applicant have not calculated a 100-year flood elevation. As such, the required information has not been provided by the applicant. The Planning Staff recommends that the City Council waive this requirement to the Final Construction Plans.*

- f) **Tree Survey.** A Tree Survey shall identify all trees 6 inches in diameter at breast height (DBH) or greater except for those listed in Article VI as undesirable. The trees shall be overlaid on the site plan with an accompanying legend denoting size and species (common name) and whether the tree is proposed to be saved or removed.

*The plans provided by the applicant include an aerial photograph showing trees on the property. However, none of the information specified above has been shown on the plans. As such, the required information has not been provided by the applicant. The Planning Staff recommends that the City Council waive this requirement to the Final Construction Plans.*

- 12) **Existing Streets.** The name, location and right-of-way width of all existing streets, rights-of-way and platted streets shall be shown.

*This information has been provided in the plans provided by the applicant.*

- 13) **Proposed Streets.** The information listed below shall be provided for proposed streets.

- a) The name or temporary designation and right-of-way width.

*This information has been provided in the plans provided by the applicant.*

- b) A typical design cross-section indicating pavement type width, drainage features and sidewalk/bikeways. A separate cross-section for all entrance roads, featuring medians, with a note explaining maintenance and ownership responsibility.

*This information has been provided in the plans provided by the applicant. The right-of-way widths and cross-sections shown appear to comply with the Land Development Code.*

- c) Streets which are adjacent to the property.

*This information has been provided in the plans and additional information provided by the applicant.*

- d) The projected average daily traffic (ADT) and peak traffic (total and directional) from the development shall be shown. The trip generation shall be based upon trip generation rates contained in the latest publication of the Institute of Transportation Engineers (ITE) Manual.

*This information has been provided in the plans provided by the applicant. Both the total daily trips and peak hour trips are significantly reduced by this proposed application from the previous approval.*

- e) Buffers between the streets and abutting lots shall be shown.

*This information has been provided in the plans provided by the applicant. The proposed buffers appear to comply with the Land Development Code.*

- 14) **Water & Sewer.** The proposed method and source of water supply and sewage disposal shall be shown and be in accordance with the City of Mascotte Construction Specifications Manual for water and wastewater. Any necessary easements shall be shown on the preliminary plan, site construction plans and final plats as appropriate. The developer shall show the points of connection to the existing system.

*This information has been provided in the plans and narrative provided by the applicant.*

15) **Additional Information.**

- a) Proposed vacation of rights-of-way and/or easements are to be addressed.

*This information has been provided in the plans and additional information provided by the applicant.*

- b) Proposed building locations, dimensions, and uses.

*No buildings have been shown on Parcel 2. As such, the required information has not been provided by the applicant. The Planning Staff recommends that the City Council waive this requirement to the Final Construction Plans.*

- c) Maximum building height (stories and feet) for each proposed structure.

*No buildings have been shown on Parcel 2. As such, the required information has not been provided by the applicant. The Planning Staff recommends that the City Council waive this requirement to the Final Construction Plans.*

- d) Acreage and percentage of common open space (25%). See Definitions Article for Open Space.

*This information has been provided in the plans provided by the applicant. The open space provided appears to comply with the Land Development Code.*

- e) Pedestrian and bike path facilities layout. Vehicular and pedestrian passageways shall be separated on public rights-of-way. When appropriate, a system of walkways and bicycle paths connecting buildings, common open spaces, recreation areas, community facilities and parking areas shall be provided and adequately lighted.

*This information has been provided in the plans and other information provided by the applicant. However, the Planning Staff would recommend the inclusion of dedicated bicycle and pedestrian paths along Smith Road and within the residential development. The Planning Staff recommends that the City Council waive this requirement to the Final Construction Plans.*

- f) Identification of all roadway improvements to be provided in connection with the development, whether on-site or off--site. All streets shall meet minimum City of Mascotte standards with appropriate design widths of pavement surfaces to accommodate projected traffic and to provide free movement for safe and efficient use within the development. Local streets shall provide access within the Planned Unit Development in a manner that will discourage through traffic and provide for accessibility to parking areas serving each group of units. Local streets shall be designed and located so that future urban development will not

require conversion of the local streets to arterial routes. Arterial and collector streets shall be free of backing movement from adjoining parking areas.

*As noted above, this information has been provided in the plans and other information provided by the applicant. The right-of-way widths and cross-sections shown appear to comply with the Land Development Code. However, the Planning Staff would recommend the inclusion of dedicated bicycle and pedestrian paths along Smith Road and within the residential development. The Planning Staff recommends that the City Council waive this requirement to the Final Construction Plans.*

- g) Number of parking spaces required by ordinance and the location of all parking spaces provided. Parking areas shall be paved (unless a waiver is approved) and designed with regard to pedestrian safety and include adequate street lighting facilities.

*This information has been provided in the plans provided by the applicant. The number of parking spaces provided appears to comply with the Land Development Code.*

- h) A detailed landscape plan consisting of trees, shrubs, vines, ground cover or any combination thereof. Automatic irrigation facilities shall be installed in all landscaped common areas. Attention should be given to the type and location of trees in order to provide for relief from the exposure of the sun on both buildings and paved areas. Attention should also be given to the location and type of planting in and around parking areas, around refuse storage areas, and in building setback areas to achieve proper screening of these areas from occupied buildings and exterior roadways. Development Plans shall comply with the Landscape and Arbor Ordinance in addition to specific requirements of this Ordinance.

*This information has been provided in the plans provided by the applicant.*

- i) A detailed Traffic Study (when required by the DRC) identifying existing levels of service on surrounding roads and intersections in the vicinity of the project together with proposed improvements to be made to maintain adequate levels of service and minimize impacts to the overall transportation system of the City.

*This information has been provided in the plans and narrative provided by the applicant.*

- j) Areas to be conveyed or dedicated and improved for roadways, parks, playgrounds, school sites, utilities, public buildings, and other similar public and quasi-public uses.

*This information has been provided in the plans and narrative provided by the applicant.*

- k) If the developer is not subdividing the property, the above applicable Application of Development Approval of a Development of Regional Impact (when required).

*This is not applicable to this application.*

- l) Items shall be included on a Preliminary Site Plan rather than the Preliminary Subdivision Plan referred to.

*This is not applicable to this application.*

Approval of the Preliminary Site Plan shall be construed as authority for submitting the Final Site Construction Plan. Approval of the Preliminary Site Plan shall not be construed as authority for the issuance of permits to construct improvements or for the issuance of building permits.

*Based on all of the above, the information provided in the plans and narrative provided by the application is complete other than those items that the Planning Staff is recommending be waived to the Final Construction Plans.*

**4.0 Conformity**

**4.1 Comprehensive Plan**

The narrative provided by the applicant discusses how the proposed development and the land uses within it conform to the Comprehensive Plan. Based on the opinion of the City Attorney and recent ordinances enacted by the City Council, the Planning Staff agrees with the applicant. The Local Planning Agency will make the final determine as to the question of conformance with the Comprehensive Plan.

Parcel 1, the residential development within the amended Planned Unit Development, has the following densities, as provided by the applicant:

Proposed Density			
	Entire Subject Property	Parcel 1 Only	Parcel 1 Only, Less Sports Park
Gross Density (dwelling units per acre, uplands and wetlands)	0.57	2.13	2.31
Net Density (dwelling units per acre, uplands only)	0.92	3.71	4.28

These densities comply with the Comprehensive Plan for the “Community Mixed Use” Future Land Use designation.

**4.2 Land Development Code**

As discussed above, the improvements shown on the plans provided by the applicant appear to conform to the Land Development Code.

**4.3 Surrounding Land Uses**

The surrounding land uses are rural low-density residential, groves, and grazing land. The applicant has provided a short narrative discussing the conformance of the proposed land uses with the existing surrounding land uses. This narrative is summarized as follows:

- The public facility (landfill) is located approximately one-quarter mile from the nearest existing residential dwelling.
- The entire proposed development will be buffered by both existing natural features, such as wetlands, as well as features to be installed by the applicant.
- The operation of the proposed development will be limited to certain hours and certain days (likely daylight hours during the week).
- The proposed development will provide a number of features useful to the City of Mascotte, including a recycling center, energy generation, and a sports park.

- The proposed development will generate significantly less traffic than the land uses currently approved for the subject property.
- The operation of the proposed development will provided direct financial contributions to the City of Mascotte.

The Planning Staff believes that the statements described above are factual in nature and that the applicant will be obligated through the included Preliminary Site Plans, proposed Developer Agreement, and later Final Construction Plans to adhere to the statements described above.

## **5.0 Public Services and Concurrency**

### **5.1 Traffic**

The applicant has provide revised trip generation data for the amended Planned Unit Development demonstrating that the proposed land uses will have a lesser impact on County Road 33 and State Road 50 than the land use currently approved for the subject property. As the roadways had the capacity for the larger traffic volume, it can be inferred that the roadways will have the capacity for the smaller traffic volume generated by the proposed land uses.

The applicant has proposed an improvement plan for Smith Road. The Planning Staff recommends that the proposed improvements to Smith Road, including the provision of right-of-way and/or easements, be completed prior the operation of the public facility (landfill).

### **5.2 Schools**

The applicant has noted that the application has been forwarded to the Lake County School Board for review. The City of Mascotte has not received any comments from the Lake County School Board. However, it should be noted that recent data provided by the School Board has shown that the schools serving the area are currently under capacity.

### **5.3 Water**

The applicant has estimated the proposed water use for the development to be 51,000 gallons per day. The applicant proposes to utilize potable water from the City of Mascotte. Based on the attached letter provided by the Public Works Director, the City of Mascotte does currently have the capacity to provide potable water to this proposed development.

### **5.4 Wastewater**

The applicant proposes to utilize wastewater collection from the City of Mascotte. The City of Mascotte does not currently have the capacity to provide potable water to this proposed development. However, based on the attached letter provided by the Public Works Director and additional information provided by the applicant, the City of Mascotte can provide wastewater services in cooperation with adjacent communities at the time when those services are required.

The Public Works Director does note that the right-of-way and/or easements included with the improvements of Smith Road must provide for sufficient space to allow water and wastewater lines to be constructed outside the roadway.

### **5.5 Police**

The applicant proposes to utilize police protection from the City of Mascotte. Based the attached letter from the Police Chief, the City of Mascotte does currently have the capacity to provide police protection to this proposed development.

5.6 Fire

The applicant proposes to utilize fire protection from the City of Mascotte. Based on the attached letter from the Fire Chief, the City of Mascotte does currently have the capacity to provide fire protection to this proposed development.

## **6.0 Planning Staff Recommendation**

The Planning Staff recommends the following to the Local Planning Agency:

Based on recent ordinances, revisions to the Land Development Code, and the opinion of the City Attorney, the land uses proposed in this proposed amendment to the Herons Glen Planned Unit Development are in compliance with the City of Mascotte Comprehensive Plan.

The Planning Staff recommends the following to the City Council:

- (1) The proposed amendment to the Planned Unit Development, the Preliminary Site Plans for the Planned Unit Development, and the other supporting documents, are complete and include all of the items required by the City of Mascotte Land Development Code, other than the following plan-related items (the Planning Staff recommends that these items be waived to Final Construction Plans by the City Council):
  - (a) The scale of the Preliminary Site Plans may be one inch equals two hundred feet (1" = 200'), one inch equals three hundred feet (1" = 300'), and one inch equals four hundred feet (1" = 400'), rather than the required one inch equals one hundred feet (1" = 100'). The Final Construction Plan shall be drawn at one inch equals one hundred feet (1" = 100').
  - (b) The Preliminary Site Plans may include topographic information generated by USGS and five-foot contour lines. The Final Construction Plans will include topographic information generated by on-site land surveys and one-foot contour lines.
  - (c) The Preliminary Site Plans will not include a determination of the 100-Year Flood Elevation for the Flood Zone "A" located on the Subject Property. The Final Construction Plans will include a determination of this elevation and the plotting of the elevation on the plans.
  - (d) The Preliminary Site Plans will not identify and locate all trees on the Subject Property greater than six inches in diameter at breast height (DBH). The Final Construction Plans will include an identification and location of all trees on the Subject Property greater than six inches in diameter at breast height (DBH).
  - (e) The Preliminary Site Plans will not specify the location and dimensions of buildings to be constructed on Parcel 2. The Final Construction Plans will include the location and dimension of any non-residential buildings to be constructed on either Parcel.
  - (f) The Preliminary Site Plans do not specify dedicated bicycle and pedestrian travel ways along Smith Road and within the residential development. The Planning Staff recommends that the Final Construction Plans include dedicated bicycle and pedestrian travel ways along Smith Road and within the residential development.

- (2) The public services required by the land uses included in the proposed amendment to the Planned Unit Development can be provided by the City of Mascotte and other public agencies, conditioned by the following:
  - (a) The proposed improvements to Smith Road, including the provision of right-of-way and/or easements, must be completed by the applicant and accepted by the City of Mascotte and/or Lake County Public Works prior the operation of the public facility (landfill).
- (3) If determined by the Local Planning Agency, the proposed amendment to the Planned Unit Development is in compliance with the Comprehensive Plan.
- (4) The proposed residential land use should not cause undue harm to the public health, safety, and welfare.
- (5) As modern landfill design, operation, and regulation has greatly minimized any potential environmental impacts to surrounding properties and land uses, the proposed public facility land use should not cause any undue harm to the public health, safety, and welfare.

Based on the technical merits of the application, the proposed amendment to the Herons Glen Planned Unit Development is acceptable and can be approved, should the City Council find that the proposed land uses are compatible with the existing surrounding land uses and will not adversely impact said existing surrounding land uses. This finding of compatibility is further discussed in the proposed Planned Unit Development Ordinance.



## City of Mascotte

City Manager	(352) 429-3341
Community Development	(352) 429-8183
Finance & Administration	(352) 429-3341
Fire Department	(352) 429-4766
Police Department	(352) 429-3393
Public Services Department	(352) 429-4429

September 7, 2011

Weaver Boos Consultants  
Jeffrey Schaffer, Senior Project Manager  
365 Citrus Tower Blvd. Suite 110  
Clermont, FL 34711

Re: Herons Glenn Development

Jeffrey,

Potable water service will be provided by The City of Mascotte. According to the numbers provide by the client our Water Treatment Plant has the capacity and is well within the amount of water usage allowed by our CUP.

Waste Water Treatment service will be from a joint effort between The City of Mascotte, the City of Leesburg, and the Client.

My concern is about the right of way for Smith Road and having enough room to adequately fit the utilities alongside the road way. There has been some discussion about putting the utilities under the road bed. The problems I see with this situation are as follows. The biggest concern is a possible line break under the road way and the expense of the repair, not only the cost of the pipe but also the cost of the repair to the road way itself. Also if there were anyone along that segment of road way that wanted to connect to our either system we would have to remove and replace the pavement to access the utilities under the road bed. The very minimum amount of right of way that I fill we could safely get away with is 40 feet. Going by our code the minimum allowable right is 50 feet.

Sincerely,

Curtis Upshaw CPM  
Director  
City of Mascotte Public Services  
352-429-4429 Phone  
352-429-8758 Fax  
[curtis.upshaw@cityofmascotte.com](mailto:curtis.upshaw@cityofmascotte.com)

cc: Jim Gleason, City Manager  
Michelle Hawkins, City Clerk

*Mascotte Police Department*  
*Chief Steven R. Allen*



529 E. Myers Blvd.  
Mascotte, FL 34753  
Phone (352) 429-3393  
Fax (352) 429-5277

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Working For A Safer Community

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September 1, 2011

Weaver Boos Consultants  
Jeffrey Schaffer, Senior Project Manager  
365 Citrus Tower Blvd.  
Suite 110  
Clermont, FL 34711

RE: Herons Glenn Development

Dear Mr. Shaffer,

The Mascotte Police Department will be able to provide police services to this development with no adverse impacts to the City of Mascotte.

Sincerely,

A handwritten signature in cursive script that reads "Steven R. Allen".

Steven R. Allen  
Chief of Police

cc: Jim Gleason, City Manager  
Michelle Hawkins, City Clerk



## Mascotte Fire-Rescue

529 E. Myers Blvd. Mascotte, FL. 34753  
Phone (352) 429-4766 Fax (352)429-0713  
[firechief@cityofmascotte.com](mailto:firechief@cityofmascotte.com)



---

September 6, 2011

Jeffery Schaffer, Senior Project Manager  
Weaver Boos Consultants  
365 Citrus Tower Boulevard, Suite 110  
Clermont, FL. 34711

**Re: Heron's Glenn Development**

Mr. Schaffer,

This letter is to inform you that after reviewing the site plan, the Mascotte Fire Department will be able to provide fire and emergency services to the Heron's Glen Development without any adverse impacts to daily operations.

Should you have any questions, please do not hesitate to contact me at anytime.

Respectfully Submitted,

Randy L. Brasher, Fire Chief

Return to town clerk, or mail to Town Hall:  
100 E. Meyers Boulevard  
Mascotte, Florida 34753



## City of Mascotte

### Planning and Development Application

Application Number (to be filled out by Town): 2011-08-71

Applicant's Name: Hérons Glen at Mascotte, LLC

Telephone Number: 352-726-4197

Applicant is:  Owner  Developer  Lessee  Agent  Optionee

Owner's Name: Flagship Lake County Development Number V, LLC

Address: 2406 Cypress Glen Drive, Suite 102 Wesley Chapel FL 33543

Telephone Number: 813-907-0077

Engineer/Architect/Consultant: HSA Golden

Address: 100 East Pine Street Suite 605 Orlando, FL 32801

Telephone Number: 407-649-5475

Project Name: Hérons Glen PUD

Physical Location/Address: N/A

The property is located in the vicinity of the following streets: \_\_\_\_\_

West on Smith Road off of County Road 33 2-3 miles north of State Road 50

Area of Property: 245.549 Acres

**(PLEASE ATTACH PROPERTY APPRAISER CARD AND/OR DEED)**

Return to town clerk, or mail to Town Hall:  
100 E. Meyers Boulevard  
Mascotte, Florida 34753

Existing Use of Property: Agricultural Land

Briefly describe the proposed use of the Property: \_\_\_\_\_

Property proposed to be developed into a mixture of single-family residential, park, and compatible public facilities, as indicated on the attached master plan.

Actual Request: *(ie, Rezone Property to C-1, Conditional Use Permit to allow for Daycare, Variance to construct garage five feet from side lot line...)*

Propose a 2nd Amendment to an already approved PUD and 1st Amendment to the Herons Glen PUD.

**OFFICIAL USE ONLY**

Annex  
LSCP  
SSCP  
CP Text  
Re-Zone  
CUP  
Zoning Var  
Pre-Major Sub/PUD  
Final-Major Sub/PUD  
Major Sub Plat  
Minor Sub Plat  
Minor Sub Plat  
Major Non-Res Site Plan  
Minor Non-Res Site Plan  
Vacation of Recorded Plat  
Vacation of ROW/Easement

\_\_\_\_\_ Application Fee Paid



Signature of Applicant

8/16/2011  
Date

AGENCY OF RECORD LETTER

Please be advised that Flagship Lake County Development Number V, LLC, owner of property described as: Sections 01, 03, and 04, Township 22, Range 24

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE N00°40'55"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3 A DISTANCE OF 1316.49 FEET TO THE POINT OF BEGINNING; THENCE N89°26'24"W, 2643.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE S00°37'59"W ALONG SAID EAST LINE 329.17 FEET; THENCE N89°25'53"W, 661.54 FEET; THENCE N00°38'52"E, 329.23 FEET; THENCE N89°25'38"W, 330.93 FEET; THENCE N00°39'09"E, 2635.19 FEET; THENCE S89°19'26"E, 993.04 FEET; THENCE S89°34'32"E, 2646.94 FEET; THENCE N00°26'28"E, 47.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SMITH ROAD, SAME BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 127.55 FEET AND A CHORD BEARING OF S66°31'40"E; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°31'53" A DISTANCE OF 99.13 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S88°47'37"E, 465.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 409.12 FEET AND A CHORD BEARING OF N83°39'14"E; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'21" A DISTANCE OF 107.86 FEET; THENCE S00°35'59"W, 1341.44 FEET; THENCE N89°22'54"W, 657.22 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 3; THENCE S00°57'35"W ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 1316.75 FEET TO THE POINT OF BEGINNING.

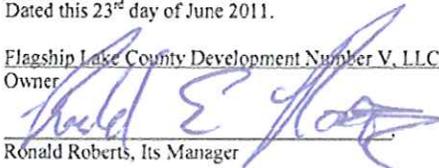
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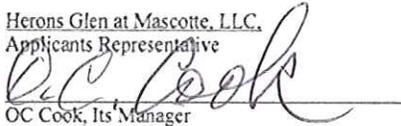
Alt Key #:1776236, 3639391, 3839024  
Property Tax ID No.(s):  
01-22-24-020101200001, 03-22-24-000200000800, 04-22-24-000100001500

hereby designates and appoints OC Cook, Manager of Herons Glen at Mascotte, LLC to act as agent and applicant for the owner regarding the proposed 2<sup>nd</sup> Amendment to the already approved Herons Glen PUD for the purposes of representing the owner during the application and site plan approval process with the City of Mascotte.

My Agent of Record is hereby vested with the authority to make any representations, agreements or promises which are necessary or desirable in conjunction with the proposed 2<sup>nd</sup> Amendment to the Herons Glen PUD application, site plan and engineering approval process. My Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity.

Dated this 23<sup>rd</sup> day of June 2011.

Flagship Lake County Development Number V, LLC,  
Owner  
  
Ronald Roberts, Its Manager

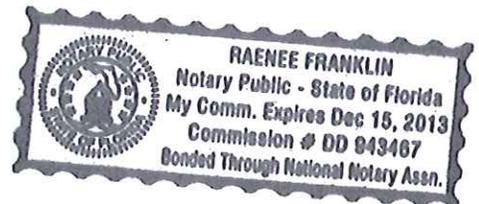
Herons Glen at Mascotte, LLC,  
Applicants Representative  
  
OC Cook, Its Manager

8625 East Keating Park Street,  
Floral City, FL 34436,  
352-726-4197  
Representatives Address

State of Florida  
County of Citrus

I hereby certify that on this day, personally appeared before me, an officer duly qualified to administer oaths and take acknowledgements, to me known to be the person described in and who executed the above and foregoing Agent of Record Letter and who acknowledged before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this 23<sup>rd</sup> day of August, 2011.  
  
Raenee Franklin  
Notary Public  
State of Florida at Large



August 17, 2011

Mr. James Gleason, City Manager  
City of Mascotte  
100 East Myers Boulevard  
Mascotte, Florida 34753

Re: PUD Modification #2 Application  
**Heron's Glen PUD**  
Mascotte, Florida  
HSA Golden Project No. 11-621.001

Dear Mr. Gleason:

On behalf of Heron's Glen at Mascotte, LLC, HSA Golden is submitting for your review a PUD modification application for the Heron's Glen PUD. Specifically, the modification is to include a mixture of land uses that will be both an economic and civic benefit to the City.

The attachments to this submittal are organized as follows:

- ▶ Section 1: PUD Modification Application Form and Agent Authorization
- ▶ Section 2: Project Summary
- ▶ Section 3: Parcel 2 - Class I Solid Waste Facility

We have enclosed three (3) copies of the attachments and full size Preliminary Site plans for sufficiency review. A check in the amount of \$3,150.00 for the development review fee is also enclosed. We are requesting to be put on the agenda of the next City DRC meeting on August 24, 2011. The revised Developer's Agreement will be submitted under separate cover.

HSA Golden trusts that this submittal will satisfy the development requirements of the City of Mascotte. Please feel free to contact us if you have any questions.

Sincerely,

**HSA GOLDEN**

 - 8/17/11  
John P. Smith, P.E.  
Principal Engineer

  
James E. Golden, P.G.  
Vice President, Principal Hydrogeologist

Attachments

cc: Mr. Ron Roberts, Flagship Development LLC  
Mr. Ted Bolin, Flagship Development LLC  
Mr. O.C. Cook, Heron's Glen



CITY OF MASCOTTE  
CASH RECEIPT

Printed 11:34:54 - 08/22/11

Batch:14061  
Transaction:98

Reference Number: HERONS GLEN  
Name: FLAGSHIP LAKE COUNTY  
Address: 2406 CYPRESS GLEN DR STE 103  
[WESLEY CHAPEL FL 335

Item(s) Description:  
DEVELOPMENT PLANNING FEES 3150.00  
Check # 1043 3150.00  
Cash Paid  
Credit Paid  
Less Change Given ( )  
TOTAL: 3150.00

FLAGSHIP LAKE COUNTY DEVELOPMENT V, LLC  
2406 CYPRESS GLEN DR STE 102  
WESLEY CHAPEL, FL 33543

1043

63-9138/2631

Date 8/10/11

Pay to the City of Mascotte \$ 3,150.00  
Order of Three thousand one hundred fifty & 00/100 Dollars



FOR Herons Glen application

*[Signature]*

⑈00001043⑈ ⑆263191387⑆ ⑆100002434294⑈



Return to town clerk, or mail to Town Hall:  
100 E. Meyers Boulevard  
Mascotte, Florida 34753



City of Mascotte  
**Planning and Development Application**

Application Number (to be filled out by Town): \_\_\_\_\_

Applicant's Name: Herons Glen at Mascotte, LLC

Telephone Number: 352-726-4197

Applicant is:  Owner  Developer  Lessee  Agent  Optionee

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Telephone Number: 813-907-0077

Engineer/Architect/Consultant: HSA Golden

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Telephone Number: 407-649-5475

Project Name: Herons Glen PUD

Physical Location/Address: N/A

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Area of Property: 245.549 Acres

**(PLEASE ATTACH PROPERTY APPRAISER CARD AND/OR DEED)**

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Mascotte, Florida 34753

Existing Use of Property: Agricultural Land

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Actual Request: *(ie, Rezone Property to C-1, Conditional Use Permit to allow for Daycare, Variance to construct garage five feet from side lot line...)*  
Propose a 2nd Amendment to an already approved PUD and 1st Amendment to the Herons Glen PUD.

**OFFICIAL USE ONLY**

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LSCP  
SSCP  
CP Text  
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Minor Sub Plan  
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Major Non-Res Site Plan  
Minor Non-Res Site Plan  
Vacation of Recorded Plat  
Vacation of ROW/Easement

\_\_\_\_\_ Application Fee Paid



Signature of Applicant

8/11/2011  
Date

AGENCY OF RECORD LETTER

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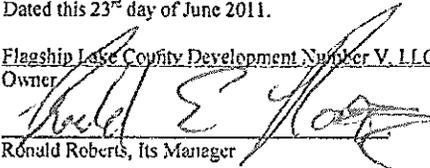
Alt Key #: 1776236, 3639391, 3839024  
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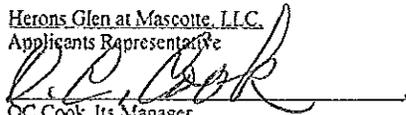
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Dated this 23<sup>rd</sup> day of June 2011.

Flagship Lake County Development Number V, LLC.  
Owner

  
Ronald Roberts, Its Manager

Herons Glen at Mascotte, LLC.  
Applicants Representative

  
OC Cook, Its Manager

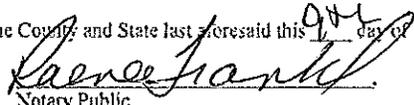
8625 East Keating Park Street.  
Floral City, FL 34436.  
352-726-4197  
Representatives Address

State of Florida  
County of Citrus

I hereby certify that on this day, personally appeared before me, an officer duly qualified to administer oaths and take acknowledgements, to me known to be the person described in and who executed the above and foregoing Agent of Record Letter and who acknowledged before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this 23<sup>rd</sup> day of

August, 2011.

  
Raenee Franklin  
Notary Public  
State of Florida at Large





## 2.0 PROJECT SUMMARY

### 2.1 History and General Description

Heron's Glen ("subject property") consists of approximately 246 acres. Zoned as Planned Unit Development - Community Mixed Use (PUD-CM) under the Land Development Code, its development is currently governed by a Planned Development Agreement approved by City Council in November, 2007. Due to market conditions resulting from the current recession, Flagship requested that the Development Agreement be amended. The City Council approved the First Amendment to the Heron's Glen Planned Development Agreement (HGDA) in May, 2009. The First Amendment provides an optional plan for development that would maintain the maximum of 666 units but would allow Mobile/Manufactured Home Doublewide Units and a maximum of 300 RV-Motor Home and Park-model units.

### 2.2 Development Modification

The proposed modification to the Heron's Glen Development, within the existing zoning category of Community Mixed Use, is a planned use development project that includes a variety of land uses and intensities. Within the proposed site as modified, the Heron's Glen Development will provide compatible land use combinations of residential and nonresidential development; preserve conservation areas; compatible public facilities and public amenities that provide an area-wide benefit to the community. The creative site design encourages flexible yet compatible land utilization and encourages economic growth.

The project has been divided into two parcels to enhance buffering and compatibility between the varying land uses. Parcel 1 includes mixed uses such as a public sports park for baseball and soccer; parking; concession stand; internal road system and 140 residential lots (similar to PUD Amendment 1). Parcel 2 includes a compatible public/semi-public solid waste management facility with a Class I municipal waste landfill, recycling facility, gas to energy facility, and other supporting uses. See the attached Preliminary Site Plan (PSP) drawing set. The detailed Final Site Plan (FSP) will be drawn at a scale of 1"=100' in order to show construction-level details. Buffering between the two Parcels includes extensive trees, wetlands, and separate roadways. The following is a table summarizing the various potential land uses and approximate acreage for each parcel:

Land Use Category	Description	Acreage*
<b>Parcel 1</b> Residential Recreation/Public Amenities Preservation/Conservation and Open Space	Single Family Homes (140 units) Sports Park, Community Parks, Ponds Concession Stand (within Sports Park)	66
<b>Parcel 2</b> Compatible Public Facilities Preservation/Conservation and Open Space	Class I Landfill, Convenience Drop-Off Center, Recycling Facility, Gas-to-Energy Facility Wetlands, Transition Area, Landscape Buffers	180
<b>Community Mixed Use</b>	<b>Total Site</b>	<b>246</b>

\*Note: The acreage shown is not finalized and is subject to change based upon field delineation of environmental constraints and design review by permitting agencies.

These proposed land uses are depicted on enclosed preliminary site plans.

## 2.3 Existing Conditions

The site is comprised of pasture, field crops, emergent aquatic vegetation, treeless hydric savanna, and freshwater marsh. The current land use of the site is agricultural. The surrounding area is agricultural and low density residential. Access to the site is by unpaved Smith Road, which is approximately 3500 feet from County Road 33.

### 2.3.1 Topographic Features

Uplands on the site are divided into separate areas (Parcels 1 & 2) by wetlands. A large upland area (+/- 100 acres) on the western half of the site (Parcel 2) is surrounded by a contiguous wetland that extends offsite. The grades in this upland range from elevation 95 feet National Geodetic Vertical Datum (NGVD) at the wetland edge, to 120 ft. NGVD in the center of the upland. An upland area on the east side of the site has grades that rise from approximately 95 ft. NGVD along the wetland to elevation 115 ft. NGVD in the southwest corner of the site. Another small upland area is on the north side of the site. There are two isolated wetland areas in the northeast corner of the property. One is entirely contained onsite and the other extends offsite to the east. The wetlands shown in this application are from the National Wetlands Inventory and are subject to a field delineation and applicable agency approval.

Portions of the property fall within the 100-year flood hazard area (Zone A: no elevation determined) as shown by FEMA. The mapped 100-year flood line generally follows the 95-foot contour interval and wetland line.

A detailed Topographic Survey, showing contours at 1-foot intervals, will be included with the Final Site Plan.

## 2.4 Surrounding Land Uses

**Property to the West.** The property to the west of the proposed Heron's Glen Development is unincorporated Lake County, consisting of undeveloped agricultural lands, with significant wetlands and natural surface features.

**Property to the North.** The property to the north of the proposed Heron's Glen Development is referred to as the Luthra property consisting of approximately 190 acres. The property is largely undeveloped agricultural land of which approximately 77 acres (40.5 %) is wetlands.

**Property to the East.** The property to the east of the Heron's Glen Development is unincorporated Lake County, consisting of undeveloped agricultural lands with some wetlands and natural surface features. The Heron' Glen Development also abuts to the Fakih property known as Providence. The Fakih property rezoning was approved May 5, 2008 via Ordinance 2008-03-459; assigning a zoning classification of Planned Unit Development from Lake County Agricultural. It should be noted that the Fakih property is recognized as a non-conforming use until the Ag use is discontinued or

abandoned for a continuous period of more than one year. The property is all uplands with proposed 6.9-acre commercial area and 18 acres for retention.

**Property to the South.** The property to the south of the Heron's Glen Development is unincorporated Lake County, consisting of undeveloped agricultural lands with some wetlands and natural surface features. It should be noted that the property known as the "Egg Farm" abuts to the south of the proposed development. Hillandale, LLC owns the "Egg Farm" and is situated on 120 acres in unincorporated Lake County. Access to the Hillandale property is by Egg Road.

## 2.5 Utilities

**Water and Sewer.** The nearest public water line is a 12" main that runs along CR 33. The nearest CUP well (from the St. Johns River Water Management District [SJRWMD] database) is approximately 1000 feet from the eastern project boundary and is approximately 2600 feet from the proposed disposal unit. Except for onsite wells to be abandoned, there are no residential wells within 500 feet of the proposed disposal unit. The proposed method and source of water supply for the development will vary depending on land use and water requirements. It is anticipated that land uses that require a lower volume of water (residential, drop-off center, educational services parks & recreation, etc.) would be served by the City of Mascotte water system. Land uses requiring high volume of water (public services facilities; e.g., Class I disposal unit, recycling, methane gas recovery, etc.) would be served by a centrally located high volume water well for non potable use. Water supply for the project will be in compliance with all local and federal requirements.

Currently there is no sanitary sewer available in the project vicinity. The City is planning a wastewater facility which will serve the project. Construction of the sports park and residential units is planned to commence after the wastewater facility is online. Other utilities (electric, telephone, etc.) are available along Smith Road and CR 33.

The proposed method and source of sewer for the development will eventually be served by the City of Mascotte wastewater collection system once available. On an interim basis, sewer may be served by septic systems located with the respective land use within the development. Leachate from the Class I disposal unit will be collected and pumped to storage tanks. The leachate would then be pumped to the closest City of Mascotte wastewater collection system lift station once available. On an interim basis, the leachate may be trucked to an acceptable waste water treatment plant in one of the neighboring communities.

Water and sewage disposal details shall be shown on the Final Site Plan (FSP) and will be in accordance with the City of Mascotte Construction Specifications Manual for water and wastewater. Any necessary easements shall be shown on the preliminary plan, site construction plans and final plans as appropriate. The developer shall show the points of connection to the existing water and wastewater systems.

It should be noted that the potable water requirements under this proposed modification will be substantially less than currently approved. The currently approved PUD allows for a maximum of 999 residential units (699 Mobile/Manufactured Home Double-Wide Units; and a maximum of 300

RV-Mobile Home and Park-Model Units), while the proposed uses include only 140 residential units and several operations which are expected to employ approximately 35 people.

## 2.6 Transportation

**Traffic Study.** A detailed Traffic Study (HDR 2006) has been previously approved by the City. The traffic study identifies existing levels of service on surrounding roads and intersections in the vicinity of the project together with proposed improvements to be made to maintain adequate levels of service and minimize impacts to the overall transportation system of the City. Based on an average annual daily traffic (AADT) of 4.99 trips/lot, the previously approved development would create 4,985 daily end trips from 999 residences. Traffic analysis of this modification, based on 140 residences and the proposed listed land uses, indicates that the calculated daily end trips would be significantly reduced by 75 % to a level of 1099.

The current traffic on County Road 33 in the vicinity of the site is an AADT of 4513 trips with a level of service (LOS) of "B". There are no reserved trips on CR 33 from other planned developments.

**Roadway Improvements.** The proposed development will also involve the improvement of Smith Road which will serve to provide access to the Heron's Glen property. These proposed improvements will also provide improved access and benefit to several other adjacent properties to the north and east of the planned development.

The improvements will include the acquiring of the land necessary to construct the road section as described and required by the approved Heron's Glen Planned Development Agreement (HGDA) made and entered into between the City of Mascotte and Heron's Glen at Mascotte, LLC. The HGDA also specifies requirements related to road improvements, such as turning lanes, at the intersection of County Road 33 (a.k.a. Bluff Lake Road) and Smith Road. Planned improvements to Smith Road will meet City of Mascotte standards with appropriate design widths of pavement surfaces and alignment to accommodate projected traffic volume and vehicular type to the development. Right of way improvements and lands owned by Flagship Development, which are available for roadway widening, are shown on Sheet 5 of the Drawings.

Planned internal roads are designed to provide free movement for safe efficient use within the development. No through traffic will be provided. Roads will be designed to provide access to each of the land uses including associated parking, loading and unloading areas. Parcels 1 and 2 are not interconnected, and have separate access points to enhance the compatibility of the differing uses in each parcel. In addition, signage, lighting, and medians are planned to be used to control the truck and car traffic on Smith Road near the entrance to Parcel 1. The anticipated peak traffic use periods of the landfill and the sports park are not expected to conflict (i.e., most landfill traffic on weekdays, sports park late on weekdays and on weekends).

## 2.7 Conservation Areas

The wetland and upland transition areas currently total approximately 103 acres or 42% of the total site. A large portion of these wetlands creates a natural buffer between residential areas and public services facilities.

**Wetlands Survey.** Great care and attention was taken to the protection and conservation of wetlands as part of the proposed design and layout of the Heron's Glen Development. Buffer and use considerations were applied to protect the wetlands from both primary (disturbance, contamination, etc.) and secondary impacts (hydraulic alterations, function loss, etc.). Preliminary delineation of the on-site wetlands has been completed and is shown on the preliminary site plan. Additional work is underway to establish Final Determination of Jurisdictional Limits through the Florida Department of Environmental Protection (FDEP), St. Johns River Water Management District (SJRWMD) and United States Army Corps of Engineers (USACOE). This determination will include the identification of wetland types, values, functions, size, conditions and specific location of the wetlands on the site. A copy of the final jurisdictional determination will be provided as part of the FSP submittal. Environmentally sensitive areas shall be surveyed and staked and shown on the Final Site Construction Plans. An environmental impact assessment will be performed for significant or ecologically fragile areas and submitted to the appropriate regulatory agency for review and approval as part of the FSP submittal process.

The planned development will include passive recreation, open space, bird viewing and sanctuary area and other natural preserve areas. Restricted access to the site will be added to these areas to assure their long-term protection. Compensatory mitigation will be provided for any primary and or secondary impacts and fragile transition areas.

The Development will be required to obtain a stormwater management permit as required under the State of Florida Environmental Resource Permit (ERP) permitting program. The ERP will be performed in accordance with Florida rules Chapter 62.330.200(3) F.A.C. which provides site specific requirements for design, construction and operation of the stormwater system. The ERP also provides performance criteria that regulate retention of natural drainage characteristics, minimization of alteration or modification, stormwater quality and wetland buffers.

**Tree Survey.** A tree survey shall be performed and submitted as part of the FSP submittal. The tree survey shall be overlaid on the Final Site Construction Plans to show trees in relation to proposed improvements. All trees proposed for removal shall be indicated on the plan. Replacement trees shall be integrated into the proposed landscaping plan in accordance to Article VI of the City's development code.

## 2.8 Buffers and Setbacks

**Setbacks.** Setbacks and buffer requirements for the proposed development are expected to be controlled by the City of Mascotte LDC and the FDEP Solid Waste Regulations 62-701 F.A.C. These regulations require a minimum setback of 100 feet between waste deposits and the property boundary. Under the FDEP and SJRWMD Environment Resource Permitting program, additional

setbacks and buffers are required around wetlands, water bodies and environmentally sensitive areas. There is a setback requirement by the State that will be agreed upon prior to entering into the FSP stage of the project.

Setback requirements found in Chapter 3 on table 3-1 of the Land Development Codes shall be adhered to. Residential and non-residential setbacks found in non-PUD residential and non-residential development shall be the guide utilized to review projects; however, any development in a PUD has some versatility depending upon conditions and design considerations along with the intent of the development and the area of development. All proposed building setbacks are in compliance with the current guidelines in the Land Development Code. All setbacks will meet the required residential and non-residential setback requirements.

### 2.8.1 Landscape Buffers

**Landscaping Plan.** The proposed development will include a landscape plan designed to comply with the landscape and buffer requirements as set forth in Article VI of the City's development code. Consistent with Policy 1.4.6 of the Potable Water Sub-Element of the City's Comprehensive Plan, fifty percent of the landscaping will be drought tolerant plant material. A combination of shrubs and trees will be used and located to compliment planned buffers and existing natural vegetation. To complement existing natural vegetation, landscaping will be placed around the perimeter of the planned development as well as in and around internal development areas and include layouts for parking areas, buffers, screens, and building perimeters.

Specifically, a visual treed buffer is to be installed between Parcels 1 and 2, Smith Road entrance, and along any property boundaries adjacent to residential uses. An irrigation system will also be installed to ensure the long-term viability and growth of the proposed landscaping.

A detailed Landscaping Plan will be provided as part of the FSP. At a minimum, the Landscaping Plan will include the following:

- Full size plan sheets illustrating the type and location of the design plantings.
- Label shrubbery by common name.
- Show the distance between plants and indicate the height at the time of planting and expected mature height and width.
- Label trees by common name.
- Show the circles of the mature crowns (major trees shall be drawn at diameter + thirty (30) feet; dwarf or decorative trees shall be drawn at their actual mature crown), and indicate the height at the time of planting.
- A table indicating buffer type, plant type, plant quantity and size at time of planting shall be included on the plan.
- Detailed irrigation plan.
- Be prepared by a person registered as a landscape architect and all landscape plan sheets shall be signed and sealed.

## 2.9 Phasing

If the project is constructed in phases, each phase will be able to exist on its own with respect to necessary services and infrastructure. All required capacities and construction details will be addressed as part of the FSP, including, but not limited to water and sewer, perimeter buffering, entrances and required street lighting. City staff or the City Manager shall determine necessary phase requirements. A more detailed Phasing Plan will be provided as part of the Final Site Construction Plans. The FSP drawings will include phasing lines and provide documentation to ensure the first phase can stand on its own as well as subsequent phases and their reliance only on the proceeding phases.

## 2.10 Density

The proposed project is considered a low density-low impact development. The residential density and height of structures are low and are compatible with other zoning districts in the vicinity of the subject property and with adopted densities in the Mascotte Comprehensive Plan. Particular care has been given to the preservation of natural features and environmental assets of the site. The adequacy of public roads, utilities, public services and facilities required to serve the development have been considered and addressed.

## 2.11 Parks and Open Space

**Parks and Recreation.** The Heron's Glen Development will include a sports park for baseball and soccer, and a nature walk and observation park. The nature park area will also include picnic areas, benches, trails and water features. All areas will be open to the general public and easily accessible by residents of the community and include, where appropriate, sidewalks and boardwalks, as well as parking areas for both automobiles and bicycles. Attention will be given to screening and buffering light and noise from adjacent residents and any wetland and wildlife preservation areas.

Common open space will also be provided which will also serve as private recreational areas for the residents. This common area will be owned and maintained by the owner of the development and shall be maintained in a safe, healthful and attractive living environment.

**Sports Park.** A sports park is proposed in the northeast corner of the property. The park has two baseball/softball fields, a soccer/football field, parking for 103 cars, and a concession stand with restrooms, storage room, and canopy. The main entrance for the sports park will be from the main internal road to the residential area in Parcel 1.

**Open Space.** Significant amounts of open space have been provided within the development. Open space will come in the form existing wetlands, natural undisturbed wildlife area, open passive recreation areas, significant stormwater ponds and buffer areas. These areas account for approximately forty-seven percent (47 %) of the gross land area associated with this PUD.

The temporary Class I solid waste disposal facility in Parcel 2 is projected to close in 20 years. This is based on the typical life of a 100-acre Class I facility. After closure this will provide a + 100-acre

open space, or park area, to be utilized by the City of Mascotte residents. Although the landfill operator will need to continue post-closure monitoring and maintenance for a period of 30 years, these activities will not interfere with the public's use of the closed landfill area, once the required facilities have been secured. Common park types developed upon closed landfills in the southeastern United States include golf courses, nature parks, BMX tracks, mountain bike tracks, hiking trails, solar energy farms, and RC aircraft parks.

## 2.12 Comprehensive Plan Compliance

The Heron's Glen Development meets the purposes and policies contained in the City of Mascotte's Comprehensive Land Use Plan for PUD-Mixed Community Use. The Heron's Glen property currently holds a Future Land Use designation of "Community Mixed-Use" and an existing PUD zoning classification. The Heron's Glen Planned Development Agreement was approved by City Council in November, 2007. The City Council approved the First Amendment to the Heron's Glen Planned Development Agreement in May, 2009.

The third plan option (Second Amendment) of the Heron's Glen PUD is consistent with the intentions and definitions of Community Mixed-Use as defined in the Comprehensive Plan of the City of Mascotte.

The third plan option of the Heron's Glen PUD is additionally consistent with Future Land Use Element Policies 1.1.2; 1.1.6; 2.1.6; 2.1.10; and 3.1.1.

The third plan option of the Heron's Glen PUD is additionally consistent with the intentions and definitions of a PUD-Community Mixed-Use as defined in the Land Development Code of the City of Mascotte.

The third plan option of the Heron's Glen PUD is additionally consistent with the intentions and definitions of a public/semi-public use as defined in the Comprehensive Plan and Land Development Code of the City of Mascotte.

The third plan option of the Heron's Glen PUD is additionally consistent with the Sanitary Sewer, Water, Drainage, Recreation and Open Space, and Capital Improvements Elements of the Comprehensive Plan of the City of Mascotte. Additionally, this PUD modification provides:

- Diversification of uses, structures, and open spaces in a manner compatible with existing and permitted land uses on abutting properties.
- Reduces and improves energy costs through a more efficient use of land design and smaller network on utilities and streets than is possible through application of other zoning regulations and subdivision requirements. Project also includes future methane gas recovery facility which will generate electricity.
- Ensures that development will occur according to limitations of use, design, density, coverage, and phasing stipulated in an approved amended Development Agreement (DA).

All development of the Property shall be subject to compliance with the City's present Land Development Code and Comprehensive Plan.

- Preserves the natural amenities and environmental assets of the land by encouraging the preservation and improvement of scenic and functional open areas. Significant amounts of the existing natural topography, soils, and vegetation will be preserved and utilized, where possible, through the careful location and design of circulation ways, buildings and structures, parking areas, recreation areas, open space, and drainage facilities. Conservation and transition areas will be consistent with adopted ordinances regulating such natural areas.
- Proposed location and arrangement of structures have been carefully located to existing or committed adjacent land uses.
- Encourages an increase in the amount and use of open space areas by strategic location of building areas than would be possible through conventional zoning districts.
- Provides maximum opportunity for application of innovative concepts of site planning in the creation of aesthetically pleasing living, recreational, educational, and working environments on properties of adequate size, shape and location.
- Provides a flexible development which is intended to encourage an appropriate balance between the intensity of development and the ability to provide adequate capacity of support services and facilities.

## 2.13 Economic Benefits

In addition to the qualities outlined above, the Heron's Glen development will provide the following economic benefits to the City of Mascotte:

- **Economic Growth.** Expedited construction of a mixed-use land use development which will provide economic growth to the City of Mascotte and outlying areas. With the initial construction of the facility as well as the long-term development of the waste facility, the community of Mascotte will benefit from both direct and indirect economic growth. A variety of surrounding commercial establishments such as hotels, restaurants, grocery stores, hardware stores, fuel suppliers, service providers, equipment and auto repair operations, etc., will benefit from increased sales and job creation. The facility is expected to employ 35 employees; and, therefore, will not only create jobs but will also create direct and indirect spending throughout the immediate local community.
- **Wildlife Habitat Preservation.** Over 100 acres of open space will be provided with this development and will include wildlife habitat preservation. This area will include park areas, wetland boardwalks, walking trails and educational kiosk viewing areas. The Land Development Code desires to preserve and educate the public on wetlands and the animal and vegetation residing within the area.

- **Recycling Center.** The development includes a potential future planned recycling center for use by the City of Mascotte citizens. This center will also encourage the development of the City's participation in recycling practices. The proposed recycling facility will be constructed as business conditions allow.
- **Convenience Center.** Along with the recycling area, a drop center will be built to provide a convenient location for the disposal of large items such as refrigerators, washers, dryers, furniture, etc. City of Mascotte's citizens will be able to use the Convenience Center during the normal work hours of the facility.
- **Buffer Enhancements.** Through the design and permitting process, buffering enhancements will be applied to the entire site. The buffering will consist of trees and vegetation around the perimeter and the construction of the solid waste site. Specifications of the buffering will be depicted in the final site development and construction plans.
- **Hosting Fee.** A hosting fee will be provided by the solid waste developer when the Class I disposal unit (landfill) is constructed and has accepted its first delivery of waste. The solid waste company, its successors or assigns, would pay to the City of Mascotte a host fee of \$1.00 per ton until the date on which the Landfill is completely filled or rendered unusable. Based on the current projected waste acceptance rate of 1,000 tons per day, the City of Mascotte can expect to receive over \$400,000 annually from host fees over the 20+ year site life of the facility. This projection is based on a typical 100-acre Class I facility. [Final hosting fee, disposal rates and/or contributions will be based on the Second Amendment to the Heron's Glen Planned Development Agreement.]
- **Discounted Disposal Cost.** The solid waste company will provide disposal for the City of Mascotte's solid waste at a discounted rate of \$20 per ton, a rate less than half (1/2) of the current rate paid. [Final hosting fee, disposal rates and/or contributions will be based on the Second Amendment to the Heron's Glen Planned Development Agreement.]
- **Community Contributions.** The solid waste company agrees that during the term of this Agreement, it will make annual contributions to the City in the amount of \$12,000 to be used to fund one or more City sponsored community events mutually agreed upon between City and Developer. [Final hosting fee, disposal rates and/or contributions will be based on the Second Amendment to the Heron's Glen Planned Development Agreement.]
- **Smith Road / Highway 33 Improvements.** Development and improvement of Smith Road will include the acquisition of land, right of way permits and approvals for access to the property. Smith road will be paved and brought to City Code requirements at no cost to the City of Mascotte. Prior to construction, turn lanes, lighting, sidewalks and appropriate traffic signage or signals will be installed.
- **Storm Waste Staging Area.** The development will provide a free staging area for storm generated waste after significant storm events such as hurricanes or other severe weather events.

- **Waste Water System - Capital Contribution.** As included in the Second Amendment of the Development Agreement, Heron's Glen will make a capital contribution of \$1,000,000 dollars specifically for improvements to the City wastewater system in an effort to run a sewer force main to the project site. Two \$500,000 payments will be made over the first two years of operation of the landfill facility. [Final hosting fee, disposal rates and/or contributions will be based on the Second Amendment to the Heron's Glen Planned Development Agreement.]
- **Impact Fees.** The development is subject to applicable and appropriate impact fees payable to the City of Mascotte.
- **Methane Gas Recovery.** The development includes a proposed methane gas recovery facility which could benefit the City by providing low cost energy.
- **Post Closure Use.** Several potential post closure uses of the landfill site are being considered. Recreational land uses such as walking trails, equestrian trails, and model airplane airstrip may be incorporated. The wildlife habitat areas, wetland creation and preservation areas, planned park and uplands areas and storm water littoral shelves will provide the City with a significant amount of green space. The City of Mascotte will also be able to utilize areas of the closed site for storage areas, emergency evacuation staging areas or other uses.



## **3.0 PARCEL 2 - SOLID WASTE MANAGEMENT FACILITY**

The following sections provide the City with an overview of the siting, design, permitting and operational standards of the proposed compatible public/semi public facility, or Class I municipal solid waste landfill and related facilities. Class I waste is defined as solid waste that is not hazardous waste, and that is not prohibited waste such as PCBs, biomedical waste, lead-acid batteries, used oil, appliances, whole tires, non-household or landfill liquid wastes, and larger, or undrained containers and tanks. Modern landfills are designed, permitted, constructed, operated, and maintained to minimize threats to public health and the environment.

A comprehensive site evaluation will be conducted to determine the suitability of the site. At a minimum, this work will include a boundary surveying & title search, topographic surveying, wetland surveying and inventory, environmental assessments, geotechnical evaluation, hydrogeological evaluation, wildlife/threatened and endangered species assessment and archeological investigations.

### **3.1 Landfill Siting Criteria**

All solid waste facilities in Florida must meet the siting criteria of FDEP's Rule 62-701.300 F.A.C. requirements such as geological stability; drinking water well setbacks; water tables; wetland, surface water, and floodplain setbacks; roadway right-of-ways; and airport setbacks. We have conducted a preliminary disposal facility siting study that has determined that a Class I solid waste disposal facility could be permitted as proposed on Parcel 2 of the Development, based on the siting requirements of the FDEP.

A thorough geotechnical evaluation will be performed to assess the structural characteristics of the existing underlying soils and geological conditions. In addition to performing geotechnical soil borings throughout the site, calculations and modeling will be performed to determine load-bearing capacity of the underlying soils as well as to predict future settlement once the landfill is at or near final elevation. Additionally, side slope analyses will be performed to assist in selecting the proper materials for construction and ensuring overall stability.

A comprehensive hydrogeological evaluation will also be performed to assess the groundwater characteristics within the site boundary. Several piezometers/monitoring wells will be installed to assess the depth to groundwater, groundwater flow direction, and groundwater velocities. Moreover, groundwater samples will be extracted from the piezometers and sent to a laboratory for analyses in order to understand the existing groundwater quality within the proximity of the site.

### **3.2 Regulatory Oversight**

The design, construction, operations, and final closure of the Facility will be closely monitored and evaluated by Local, State and Federal regulatory authorities. In particular, State and Federal monitoring of construction and operations of the Facility will include, but not be limited to the following:

- Wetland and wildlife delineation and protection.
- Hydrogeologic and Geotechnical evaluations.
- Landfill design, construction, quality assurance, and certification.
- Storm water system design, construction, and operations.
- Landfill operations.
- Unauthorized waste monitoring and inspections.
- Groundwater quality monitoring.
- Surface water quality monitoring.
- Landfill gas monitoring.
- Odor control.
- Dust control.
- Air quality.
- Litter control.
- Traffic control.
- Care and maintenance of the Facility.
- Final closure design and construction.
- Post-closure long-term care.

State and Federal Rules/Permits for monitoring and evaluating the performance of Class I landfill facilities include but are not limited to Florida Statutes (FS) 403.061, 403.087, 403.707, Florida Administrative Code (FAC) Rules 62-4, 62-25, 62-160, 62-302, 62-522, 62-701. Additionally, the facility is governed by any general and specific conditions as set forth under any issued permits including Florida DEP Solid Waste Permit, Florida DEP Environmental Resources Protection Permit and Army Corp of Engineers 404 Permit. The design, construction, operations, and final closure of the Facility will be performed in strict accordance with these Rules and regulatory permits.

### 3.3 Landfill Design

The design of the Class I landfill and related infrastructure will be performed to meet the requirements in Rule 62-701.400 F.A.C. The Florida Department of Environmental Protection – Central District (FDEP), will review the design drawings and related engineering documentation to confirm that the design and construction of the Class I landfill meets the requirements of the Rule. Construction and/or operation of the Class I landfill can not and will not commence until the FDEP has completed their review and provided the applicant with the appropriate permits for construction and operation.

The proposed design and the environmental protection systems of the Facility meet the requirements as set forth in the Florida Statutes (FS) and Florida Administrative Code (FAC), which govern the construction and operation of Class I Landfills. A key feature to the proposed landfill is that it will be constructed with a double geosynthetic bottom liner, leachate collection system and a geosynthetic cap liner. Provided below is a summary of the key components that contribute to a comprehensive system specifically designed to protect the environment.

**Landfill Liner System.** The double liner system to be installed at the bottom of the landfill will meet the requirements as set forth in Rule 62-701.400 F.A.C. for a Class I landfill. The liner system will include the following (from bottom to top):

1. Compacted and prepared sub-grade soils to provide a stable and competent surface to ensure proper long-term liner performance.
2. A lower 60-mil High Density Polyethylene (HDPE) geomembrane will be constructed on top of the subgrade. HDPE has been utilized for landfill liner and has become an industry standard. HDPE is extremely durable and chemically resistant, and manufactured to not fail under landfill conditions for the entire operational and closure period.
3. A lower geocomposite drainage net will be installed on top of the lower geomembrane liner. The purpose of this lower geocomposite drainage layer is to act as a leak detection layer between the lower and upper geomembrane. The leak detection layer will be directed to a separate sump and the volume of any leachate collected from this layer will be measured separately from the primary leachate collection.
4. The primary liner system will then be installed on top of the bottom liner, which would comprise of an upper 60-mil HDPE liner and an upper geocomposite drainage net. The purpose of the upper geocomposite drainage layer is to direct the leachate collected within the bottom of the landfill to the leachate collection trench for removal from the leachate sump area. Moreover, this geocomposite drainage layer is designed to allow no more than 12 inches of leachate to reside on top of the liner system (i.e., will keep the landfill dry).
5. A 2-foot protective cover soil layer will be installed on top of the geocomposite drainage layer. The protective cover soil layer is designed to protect the underlying geosynthetic materials while allowing leachate to flow into the geocomposite drainage layer.

Under FDEP rules, a landfill design that meets the Rule 62-701 standards will be presumed to provide reasonable assurance that water quality standards and criteria as well as air quality standards will not be violated.

**Leachate Conveyance, Storage, and Disposal System.** Liquids that have passed through or emerged from waste and subsequently collected within a landfill are referred to as leachate. Leachate collected from the landfill bottom liner system will be pumped from collection sumps and conveyed to above ground leachate storage tanks for proper disposal in a wastewater treatment plant (WWTP). It is planned that in the future, leachate collected within the landfill will be pumped to the City's sanitary force main for disposal at a WWTP. The leachate conveyance and disposal system includes the following components:

1. Within each landfill cell, one or more sumps (low points) will be constructed. These sumps are designed to effectively collect the leachate from the bottom liner system and remove the leachate for ultimate disposal.
2. An electric pump will pump the leachate into a force main located outside of the individual landfill cells. The pump system has been designed with redundant back-up capability to assure continuous uninterrupted operation

3. The leachate force main is planned to be constructed of a double-wall HDPE pipe for conveying the leachate to the above ground storage tanks. The outer pipe of the double-wall force main will provide for containment in the rare event of a leak within the inner carrying pipe. In addition, a sealed leak detection manhole will be installed, which allows the system to be inspected, monitored and maintained on a regular basis.
4. Two above ground leachate storage tanks are planned to store the collected leachate for proper disposal to a WWTP. A wall and concrete containment slab will be constructed around the two storage tanks for secondary containment. The containment area will have the capacity to hold 110 percent of the total storage tank volume.
5. In the future, the leachate force main is planned to be connected to a sanitary force main for direct disposal to a WWTP. These proposed leachate force main pipes will also be constructed of a double-wall HDPE pipe for environmental protection.

**Landfill Gas Management.** Class I waste is composed of mainly organic, or biodegradable, waste and as a result, produces landfill gas. As such, a landfill gas collection system for the Class I is a regulatory requirement. A thorough gas system collection and control system will be designed with guidance from the FDEP, to ensure that odor and air quality standards are maintained. A "Methane Gas Recovery" plant is also planned to create a beneficial reuse of the gas energy collected. The future proposed methane gas recovery facility is expected to generate electricity which could benefit the City by providing a renewable source of low cost energy.

**Stormwater Management System.** The wet detention stormwater management system for the landfill and associated site improvements will be designed to exceed the rules of the FDEP Chapter 62-330.200(3) F.A.C. The stormwater management system provides for additional stormwater treatment and permanent pool volumes in the ponds. The system will meet the pre- versus post-development rule for the 25-year/24-hour storm, for quantity. The complete stormwater management system design and calculations will be reviewed by the FDEP ERP staff prior to the issuance of any permits allowing construction. Water quality testing of any stormwater discharge will most likely be required as a limiting condition of the FDEP ERP permit. In the rare event of a stormwater discharge, it must meet state surface water quality standards.

**Final Cap System.** Once the Class I landfill reaches final design elevations, a final cap system will be installed. The purpose of the final cap system is to prevent stormwater infiltration into the closed landfill cells, provide for draining the stormwater off of the landfill, and provide for erosion protection. The final cap system will include the following components (from bottom to top):

1. A 12-inch thick intermediate soil cover over the Class I waste.
2. A 40-mil LLDPE or HDPE geomembrane.
3. A geosynthetic drainage layer.
4. A 12-inch thick protective soil cover layer.
5. A 6-inch thick topsoil layer.
6. Vegetative cover (grass).

If the closed landfill is planned to become a City park, additional topsoil will be placed in areas of public use.

### 3.4 Environmental Monitoring

The Heron's Glen, Parcel 2 solid waste management facility's Operational Plan includes a variety of environmental monitoring systems and processes specifically designed to ensure the proper daily performance of the environmental protection systems. The Operational Plan must be complied with under the threat of FDEP enforcement. As required by Rule 62-701.500 F.A.C., environmental monitoring will be performed on a routine basis and include monitoring of groundwater, surface water, leachate, odor, dust and gas emissions. Provided below are typical environmental monitoring devices and events that will be performed in accordance with the proposed operations plan.

**Groundwater Monitoring.** The proposed groundwater monitoring system for the Class I landfill consists of a network of monitoring wells surrounding the facility. These groundwater monitoring wells will be routinely sampled to monitor water quality. The primary objective of the groundwater monitoring system is to confirm that there is no impact to the groundwater water quality as a result of the operation of the landfill. The groundwater monitoring program proposed for the facility includes the following requirements.

- A minimum of semi-annual sampling, laboratory analyses, and reporting by an independent third party will be performed to assess groundwater quality versus state standards. The results of the sampling and a brief report will be submitted to the FDEP for review.
- A biannual (every 2.5 years) comprehensive groundwater monitoring network evaluation will be performed and a report submitted to the FDEP.
- The groundwater monitoring program will be performed in strict accordance with FDEP requirements and the solid waste permit.
- Any confirmed violations of state groundwater quality standards will be assessed and remediated.

**Surface Water Monitoring.** The facility will be designed with controls to divert surface water runoff from waste and to prevent leachate from impacting stormwater. Control and diversion measures will be regularly inspected and properly maintained. Testing of the stormwater discharge quality will be required as a limiting condition of the state FDEP ERP permit and/or Solid Waste operating permit. Sampling will be performed periodically (after prescribed storm events) of the rare stormwater discharge leaving the control structure of the wet detention pond outfall leaving the site. Any stormwater discharges must meet state surface water quality standards. Stormwater sampling will also be required as part of the Federal National Point Discharge Elimination System (NPDES) permit that is also required for the site construction and operation from the Federal government.

**Methane (Landfill Gas) Monitoring.** A methane (landfill gas) monitoring program will be implemented to assess if landfill gas is migrating and accumulating both within and beyond the property boundary. The landfill gas monitoring system and program consists of the following:

- A series of monitoring probes will be installed into the soil and ambient (surface level) points along the landfill boundary to assess the presence of landfill gas migration at or beyond the property boundary. Additional probes and test stations will also be established within facility buildings.
- Monitoring of the landfill gas probes will be performed on a quarterly basis (every three months). The results of the landfill gas monitoring events will be submitted to the FDEP.

**Leachate Monitoring.** The proposed leachate monitoring plan requires that the leachate collection and conveyance system be monitored and evaluated on a routine basis. Additional testing is also required as part of the disposal agreement with the receiving WWTP. Provided below are summaries of the typical monitoring events that will be performed at the Facility.

- Daily inspections of the leachate collection system, including inspection of the equipment, leachate levels in tanks, etc.
- Daily recording of leachate flow rates (e.g., leachate pumped to the storage tanks, leachate transported to a WWTP, etc.).
- A leachate balance form (summation of daily flow rates and storage volumes) will be completed on a monthly basis and submitted to the FDEP every quarter for review.
- Annual sampling and laboratory analyses of the leachate will be performed to assess leachate characteristics. Additional grab samples will be tested at the receiving WWTP on a routine basis.
- The leachate collection piping will be pressure washed and video inspected at a minimum of every five years.
- The leachate storage tanks will be drained and inspected at a minimum of every three years.

**Odor Monitoring.** At a well-operated modern landfill the potential of odor emanating off site is remote; odor will nonetheless be monitored on a routine basis. The landfill will have an Odor Remediation Plan that must be implemented if off-site odors are reported and confirmed. If odor does become an issue and/or complaints from neighbors are received and confirmed, additional measures will immediately be implemented to remediate the cause of the odor. Provided below are potential additional measures that may be implemented if odors become an issue at the Facility.

- Increase the thickness and frequency of soil or alternate daily cover material over the waste.
- Conduct performance measurements on a daily basis to evaluate implemented odor control measures.

- Perform surface emissions monitoring over the soil cap of filled areas to determine if landfill gas (odors) are present.

**Post-Closure Long Term Care and Monitoring.** Upon final closure of the Facility, the 30-year long-term care period will commence. Environmental monitoring will continue to be performed as stated above. In addition, the Facility and its environmental controls and monitoring systems will be maintained on an as-needed basis. Therefore, environmental monitoring will occur during the operational years of the Facility as well as 30 years after final closure (nearly a 50-year duration of environmental monitoring).

### 3.5 Operational Performance Standards

The Parcel 2 solid waste disposal facility will have a detailed Operation Plan to guide the overall operations of the facility. Trained operators and spotters will implement the plan to control daily environmental monitoring, waste management, and to mitigate any potential off-site impacts. The following is an overview of specific Operations Plan components that prevent any off-site impacts from the operation of a facility.

**Noise Control.** Operations will be focused to the interior of the site. Considerable distance will exist between the active waste dumping area and the property line. All equipment powered by internal combustion engines will have mufflers installed and maintained in good repair. Landscaping will be installed around the perimeter of the site to aid in the deflection and absorption of sound. Screening berms will also be used along select areas to further deflect sound upward.

Construction equipment typically used at a landfill is rated at 80 - 85 decibels (dB) at 50 feet. The nearest residence is approximately 2400 feet from the waste dumping area and at that distance the equipment decibel level would be 47- 52 dB. To put this sound level in perspective, a normal conversation has a decibel range of 60 - 70 dB at 3 feet.

**Odor Control.** The landfill will have in place a strict Odor Control and Remediation Plan to prevent objectionable odors beyond the landfill property boundary. The Operator will conduct daily perimeter odor observations to detect and document a potential odor problem. Immediate actions will be taken by the Operator if perimeter odors are detected, in an effort to prevent any off-site odor detection.

The primary method for controlling odors at the landfill will be the use of soil or alternate daily cover. A 6-inch thick initial earth cover will be placed on top of all exposed waste on the working face, at the end of each day's operation. Although state regulations require daily covering for Class I disposal sites, Heron's Glen Facility (HGF) has committed to applying additional cover daily as necessary. Additionally, HGF will implement a routine odor-monitoring program to determine the time and extent of any off-site odors.

If objectionable odors are detected beyond the landfill property boundary, HGF will take immediate action to eliminate them. If after 5 days, the odor is still present, the facility will immediately

implement the Odor Remediation Plan. Within 60 days of an observed odor exceedance, the facility will complete the remediation, unless otherwise directed by FDEP. Odor remediation methods may include application of additional cover, masking agents, neutralizing agents, a mister system, or early landfill gas recovery.

**Vibration Control.** Based on experience from observed operations at other Class I, Class III and C & D disposal facilities in the state, it is highly unlikely that equipment used at the proposed facility will cause any detectible vibrations. A variety of trucks and trailers will deposit material onto the working face of the mound, far removed from the property boundary. Even though vibrations are not expected due to the type of equipment used and distance from operations to the property line, the project must comply with the Land Development Code regarding vibrations.

**Visual Emissions and Dust Control.** Visual emissions will not be in excess of standards set forth in current County, State, or Federal air regulations. The Facility plans to control dust through a variety of methods. First, dust will be controlled through the paving of the main access roads and high traffic areas outside of the disposal footprint. These areas include the entrance, scales/scale house, facilities access road, community convenience drop-off areas, and facilities parking. Due to the type of heavy equipment used within the disposal area, paving of the internal access roads is not practical. Gravel and/or asphalt millings will be used instead in these areas. During operation of the landfill, dust control will be accomplished by the application of water through spray nozzles from a water truck. The frequency of application of water for dust control will depend on site conditions and specific operations being performed. When necessary, water will be applied on all heavily used roads including the paved roads. The main access ramp will also be regularly sprayed to control dust as required.

The City's LDC states: "No vapor shall be emitted from a site which may have an adverse impact on the safe use of rights-of-way." The HGF will comply with this code.

**Glare.** Minimal use of low-level security and street lighting will be provided during non-daylight hours. The Facility shall comply with the City of Mascotte lighting ordinances. No other sources of glare will exist as a result of the activities associated with this facility.

**Waste Screening.** The facility will only accept Class I waste materials and will not accept any types of hazardous or toxic waste materials. The Facility will have a waste load screening and inspection process in place to guard against the disposal of prohibited waste. This process includes 1) screening at the scale house, 2) random load inspections, and 3) inspection of incoming loads at the working face by trained and certified spotters and equipment operators.

Any loads containing unauthorized materials discovered at the scale house will be turned away and not allowed to enter the Facility. Any loads containing unauthorized materials discovered at the working face will be immediately reloaded onto the customer's vehicle for removal from the site. Hazardous and bio-hazardous waste will be considered unauthorized waste for this Facility.

All incoming material shall be examined in accordance to the FDEP approved "Unauthorized Waste Screening Plan". Any unauthorized waste and hazardous materials found must be transported off site for disposal. No unauthorized waste or hazardous materials shall be disposed of on site.

**Fire and Explosive Hazards.** While fires and explosions are not common place to the operation of a landfill, the possibility exists. A comprehensive Fire Control Plan will be developed in coordination with the FDEP and City of Mascotte Fire Department.

Fires that originate in landfills are primarily extinguished by the application of soil. Supplemental fire protection will be furnished by application of water by landfill personnel and the City of Mascotte Fire and Rescue Department. The Fire Department will be notified immediately of any landfill fires. An emergency contact sign with a 24- hour contact phone number available will be posted at the entrance so it is visible to emergency vehicles.

On-site fire prevention facilities will include the following:

- On-site equipment (dozer) and fill dirt to extinguish fires on working face.
- Fire extinguishers mounted in the cab of all heavy equipment and in the scale house.
- Radio communication to notify personnel of a fire.

Soil for firefighting purposes is stockpiled near the working face at all times. If additional soil is needed, it will be borrowed from the closest unexcavated area of the site to the fire. In the event of a fire, incoming disposal trucks will be directed toward another area of the landfill, so a temporary active face can be established. Once the fire is fully extinguished, appropriate soil cover will be applied to the temporary waste fill area and operations will continue at the original active face. If the fire is extensive and a temporary active face cannot be established, incoming disposal trucks will be redirected to another landfill.

Any hot load found will be dumped away from the active working face. The load will immediately be covered with soil if a fire is imminent. Once the fire is extinguished, the load will be pushed and spread using a dozer to allow the load to be inspected. The waste will not be disposed into the active working area until it has cooled completely and the fire hazard has been eliminated.

**Litter Control.** Placement of soil cover will be the primary means of controlling litter. If blowing litter is observed, employees of the Facility will patrol the site as needed and pick up blowing debris and dispose of it in appropriate containers onsite. In addition, the employees will patrol the Smith Road and CR 33 haul route weekly to pick up litter from vehicles hauling material to and from the site. Temporary fencing to contain litter at the working face of the landfill will be used as needed to mitigate blown litter.

All open vehicles delivering waste to the landfill must have a tarp or some type of enclosure to prevent litter on the site as well as all roads within the City of Mascotte and Lake County. All open-top vehicles entering the site without a tarp or enclosure will be warned in writing by the scale operator that a tarp or enclosure is required to transport solid waste within the City of Mascotte and Lake County. Driver and vehicle identification information will be recorded and appropriate action taken toward frequent violators.

**Vector Control.** A vector, or pest control plan will be implemented at the proposed HGF to control pests such as flies, rodents, birds, hogs, coyotes, etc.. A vector control plan is a combination of pesticides, coverage of the waste (food source), animal deterrence and site security. Flies and rodents are typically controlled by periodic application of biodegradable pesticides to the open areas of the landfill. Daily soil, or alternate cover, will act to remove direct access from birds, hogs, and coyotes. The chain-link perimeter fence will prevent access to coyotes, hogs, or other animals. Birds will be controlled by either a wire grid system over the working area, ultrasonic sound, or chemical deterrents, such as Bird Commander (grape skin compound). All of these control methods have been successful at similar landfills. A benefit of the landfill's bird attraction is that Bald Eagles are commonly viewed at Florida landfills, and some counties, such as Citrus County, have made bird viewing trails for eagle viewing.

**Truck Traffic Control.** The proposed HGF will have a traffic flow plan within the site to ensure proper speed and direction of customer's trucks. Truck traffic along Smith Road will be controlled to a speed limit of 25 mph. If truck traffic control becomes a problem, an off-duty Sheriff's patrol may be implemented during peak truck traffic periods. Trucks will not be allowed to stage onto Smith Road prior to HGF opening. Any customer truck drivers found to be breaking the speed limit, or to be driving in an unsafe manner will be banned from the HGF.

**SITE DATA**

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE N00°40'55"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3 A DISTANCE OF 1316.49 FEET TO THE POINT OF BEGINNING; THENCE N89°26'24"W, 2643.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE S00°37'59"W ALONG SAID EAST LINE 329.17 FEET; THENCE N89°25'53"W, 661.54 FEET; THENCE N00°38'52"E, 329.23 FEET; THENCE N89°25'38"W, 330.93 FEET; THENCE N00°39'09"E, 2635.19 FEET; THENCE S89°19'26"E, 993.04 FEET; THENCE S89°34'32"E, 2646.94 FEET; THENCE N00°26'28"E, 47.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SMITH ROAD, SAME BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 127.55 FEET AND A CHORD BEARING OF S66°31'40"E; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°31'53" A DISTANCE OF 99.13 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S88°47'37"E, 465.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 409.12 FEET AND A CHORD BEARING OF N83°39'14"E; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'21" A DISTANCE OF 107.86 FEET; THENCE S00°35'59"W, 1341.44 FEET; THENCE N89°22'54"W, 657.22 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 3; THENCE S00°57'35"W ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 1316.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN LAKE COUNTY, FLORIDA AND CONTAINING 245.67 ACRES ±.

**NOTES:**

1. THE SITE IS CURRENTLY ZONED PUD-CM.
2. EXISTING USE OF THE SUBJECT PROPERTY IS IMPROVED PASTURE LAND.
3. ALL PROPOSED BUILDING FINISHED FLOOR ELEVATIONS ARE TO BE A MINIMUM OF 18" ABOVE THE CROWN OF THE ADJACENT ROADWAY OR IF WITHIN THE 100 YEAR FLOODPLAIN, A MINIMUM OF ONE FOOT ABOVE THE 100 YEAR FLOODPLAIN ELEVATION.
4. EXOTIC, NUISANCE VEGETATION SHALL BE REMOVED FROM THE EXISTING WETLAND BUFFERS AND ALL UPLAND PORTIONS OF THE SITE WITH PHASE I CONSTRUCTION.
5. CITY WATER IS AVAILABLE AT THE INTERSECTION OF SMITH ROAD AND CR 33. WATER MAIN WILL BE EXTENDED ALONG SMITH ROAD TO SERVE THE PROJECT. POTABLE WATER DEMAND IS 51,000 GPM, (140 UNITS @ 350 GAL. + 1,000 GAL. SOLID WASTE FACILITY + 1,000 GAL. SPORTS PARK).
6. SECURITY LIGHTING WILL BE PROVIDED BY THE DEVELOPER AND WILL BE SUBMITTED WITH FINAL SITE PLAN IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE REQUIREMENTS.
7. TREE BARRICADES WILL BE PROVIDED FOR ANY TREES TO BE PRESERVED INSIDE OR NEAR THE CLEARING LIMITS SILT FENCE.
8. PARKING LOT, INTERIOR AND PERIMETER LANDSCAPING WILL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS WITHIN THE CITY OF MASCOTTE LAND DEVELOPMENT CODE.
9. NO RIGHT OF WAY EASEMENTS FOUND ON SUBJECT PROPERTY. NO EASEMENT VACATIONS ARE ANTICIPATED.
10. PUBLIC SERVICES REQUIRED FOR THIS AMENDMENT, INCLUDING IMPACTS TO ROADWAYS AND UTILITIES, ARE A REDUCTION FROM THOSE REQUIRED IN THE APPROVED PUD.

**DEVELOPMENT PHASING:**

IF THE PROJECT IS CONSTRUCTED IN PHASES, EACH PHASE WILL BE ABLE TO EXIST ON ITS OWN WITH RESPECT TO NECESSARY SERVICES AND INFRASTRUCTURE. ALL REQUIRED CAPACITIES AND CONSTRUCTION DETAILS WILL BE ADDRESSED AS PART OF THE FINAL SITE PLAN, INCLUDING, BUT NOT LIMITED TO WATER AND SEWER, PERIMETER BUFFERING, ENTRANCES AND REQUIRED STREET LIGHTING. CITY STAFF OR THE CITY MANAGER SHALL DETERMINE NECESSARY PHASE REQUIREMENTS.

**LAND USE PLAN AMENDMENT**

TO SERVE

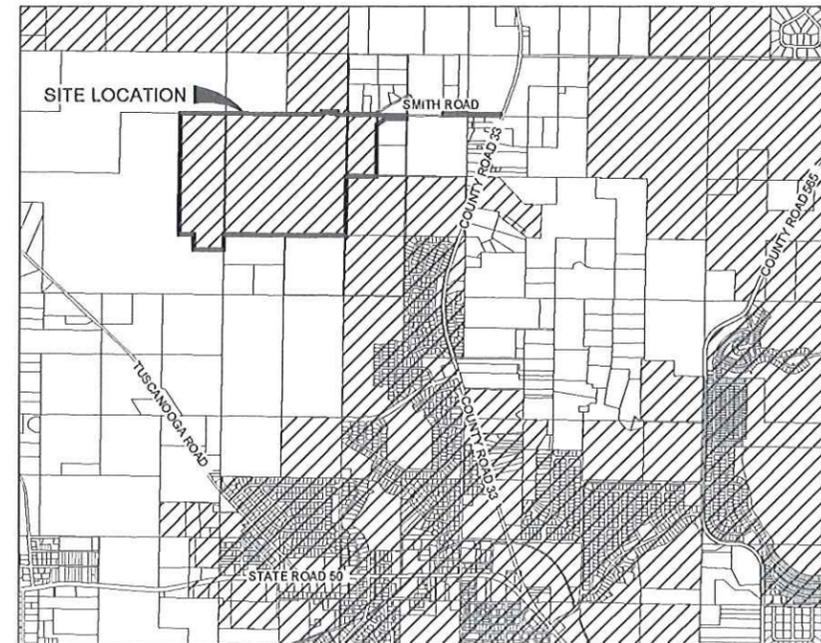
**HERON'S GLEN PLANNED UNIT DEVELOPMENT**

MASCOTTE, FLORIDA

LOCATED AT

PARCEL ID #'S 01-22-24-020101200001  
04-22-24-000100001500, 03-22-24-000200000800

ZONED: PUD-CM



VICINITY MAP

1" = 2000'

△ MASCOTTE CITY LIMITS

PROJECT NAME: HERON'S GLEN PLANNED UNIT DEVELOPMENT

APPLICANT: HERON'S GLEN AT MASCOTTE, LLC.  
8625 EAST KEATING PARK ST.  
FLORAL CITY, FLORIDA, 34436  
(352) 726-4197

OWNER: FLAGSHIP LAKE COUNTY DEVELOPMENT NUMBER V, LLC.  
2406 CYPRESS GLEN DR., SUITE 102  
WESLEY CHAPEL, FLORIDA 33543

ENGINEER: HSA GOLDEN  
100 EAST PINE STREET, SUITE 605  
ORLANDO, FL 32801  
(407) 649-5475

PROJECT AREA: 245.67 ACRES

PROPERTY IDENTIFICATION NUMBER: 01-22-24-020101200001,  
03-22-24-000200000800,  
04-22-24-000100001500

**INDEX OF DRAWINGS**

- 1 COVER SHEET
  - 2 AERIAL PHOTOGRAPH
  - 3 EXISTING CONDITIONS
  - 4 LAND USE PLAN
  - 5 PRELIMINARY SITE PLAN
- BOUNDARY SURVEY

*[Signature]*  
DATE 9/17/11  
JOHN P. SMITH, P.E.  
P.E. NO. 63423 FL  
HSA GOLDEN FBPE No. 9915

DESIGNED	DRAWN	CHECKED	FILED
JS	TS	JG	JS

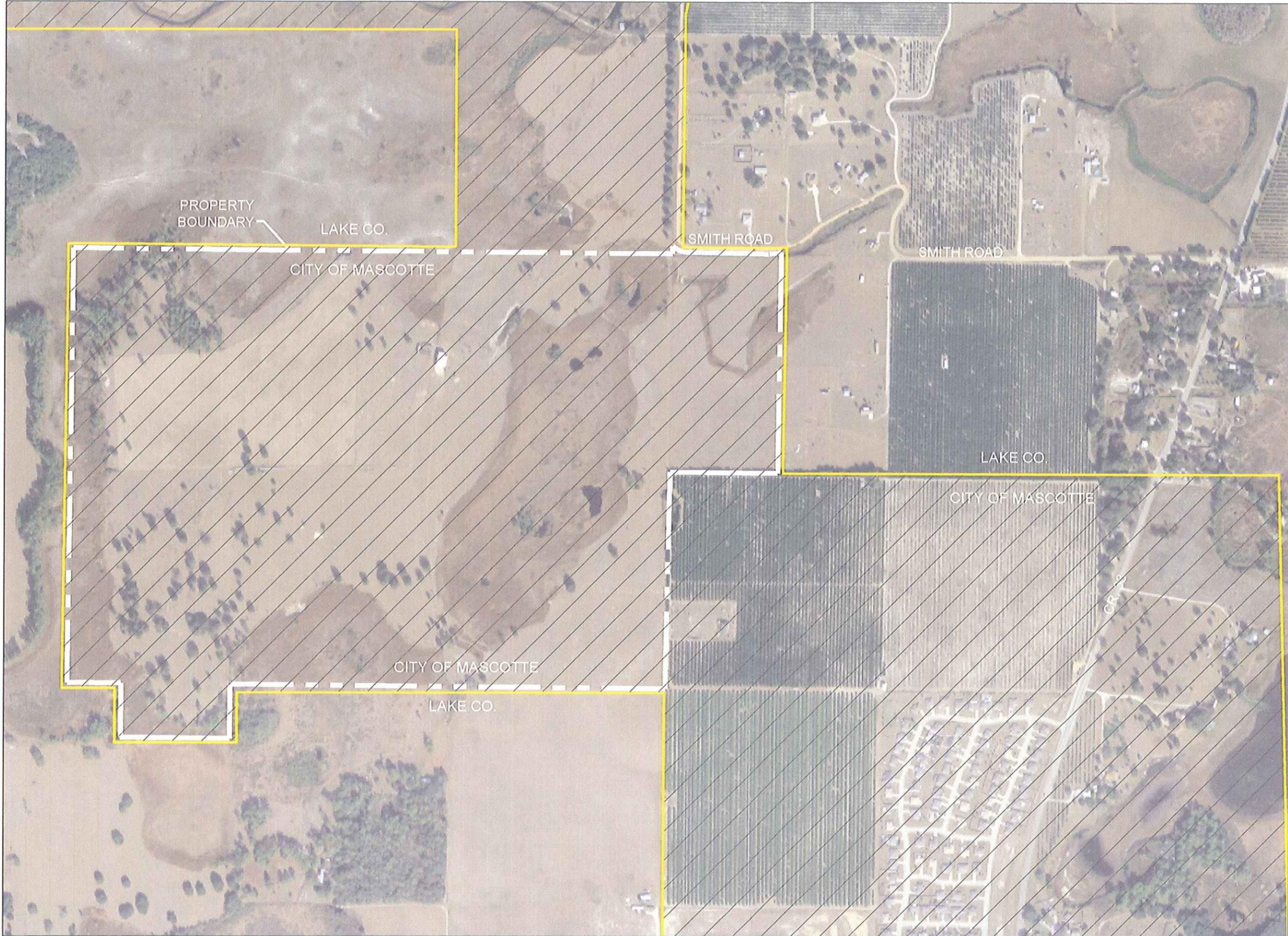
BY	DATE
JS	08/16/11
TS	08/16/11
JG	08/16/11
JS	08/16/11

REVISIONS	DATE
09/2011 A PER DRC COMMENTS	

COVER SHEET  
HERON'S GLEN AMENDMENT 2  
CITY OF MASCOTTE, FLORIDA

PROJECT NO.  
11-621.001

SHEET  
1

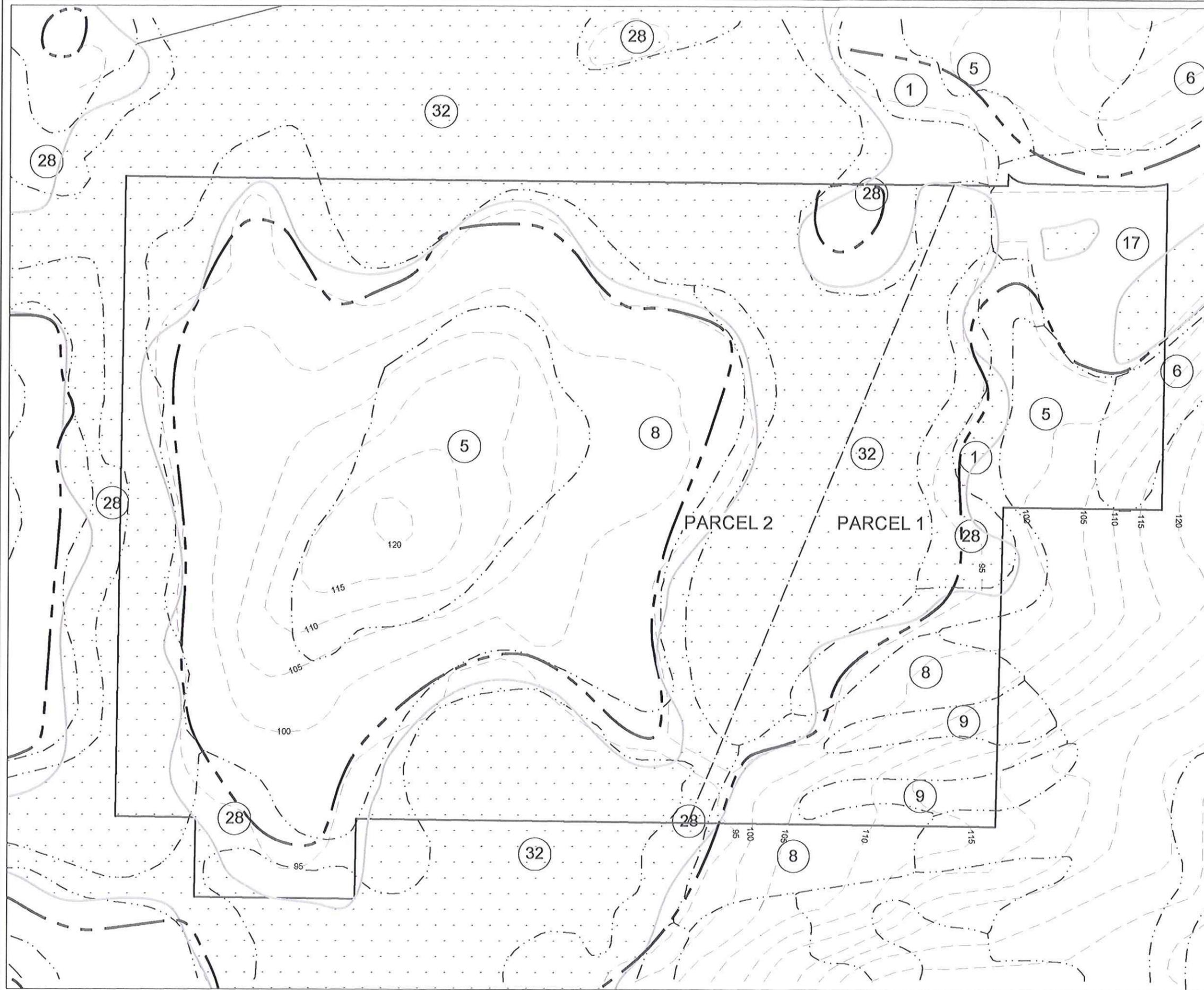


LEGEND  
 CITY LIMITS OF MASCOTTE

*John P. Smith*  
 DATE: 08/16/11  
 JOHN P. SMITH, P.E.  
 P.E. NO. 63423, FL  
 HSA GOLDEN FEPE No. 9915

REVISIONS	DATE	BY	DATE
DESIGNED	IS	08/16/11	
DRAWN	TS	08/16/11	
CHECKED	JG	08/16/11	
FILE: 11-621.001 - Aerial.dwg			

AERIAL PHOTOGRAPH	
HERON'S GLEN AMENDMENT 2 CITY OF MASCOTTE, FLORIDA	
PROJECT NO.	11-621.001
SHEET	2



**VEGETATION:**

THIS SITE CONSISTS OF FRESHWATER MARSH, TREELESS HYDRIC SAVANNA, IMPROVED PASTURE, FIELD CROPS (HAY AND GRASSES) AND EMERGENT AQUATIC VEGETATION.

**STORMWATER MANAGEMENT:**

THE SITE HAS A POSITIVE OUTFALL VIA AN EXISTING TRIBUTARY OF BIG PRAIRIE LAKE.

**SOILS:**

- 1 SPARR SAND
- 5 APOPKA SAND, 0% TO 5% SLOPES
- 6 APOPKA SAND, 5% TO 12% SLOPES
- 8 CANDLER SAND, 0% TO 5% SLOPES
- 9 CANDLER SAND, 5% TO 12% SLOPES
- 17 ARENTS
- 28 MYAKKA SAND
- 32 OKLAWAHA MUCK

**LEGEND:**

- 110- CONTOURS, FT. NGVD (USGS SURVEY)
- SOILS (FROM USDA WEB SOIL SURVEY)
- FEMA 100-YR FLOODPLAIN (FROM LAKE COUNTY GIS)
- PROPERTY BOUNDARY
- NATIONAL WETLANDS INVENTORY (LAKE COUNTY GIS)
- PARCEL LINE

*[Signature]*  
 DATE 9/7/11  
 JOHN P. SMITH, P.E.  
 P.E. NO. 63423, FL  
 HSA GOLDEN FEPE No. 9915

BY	DATE	REVISIONS
DESIGNED JS	08/16/11	
DRAWN TS	08/16/11	
CHECKED JK	08/16/11	
FILED	11-621.001-EXISTING CONTOURS.dwg	

EXISTING CONDITIONS

HERON'S GLEN AMENDMENT 2  
 CITY OF MASCOFFE, FLORIDA

PROJECT NO.  
 11-621.001

SHEET  
 3

**REQUEST:** AMEND THE EXISTING PUD FROM 999 RESIDENTIAL UNITS TO PERMIT 140 UNITS AND A COMPATIBLE PUBLIC FACILITY AS PERMITTED BY THE COMMUNITY MIXED USE FUTURE LAND USE DESIGNATION.

**CURRENTLY APPROVED:** 699 SINGLE FAMILY PRE-MANUFACTURED HOMES  
300 PARK MODEL / SEASONAL PRE-MANUFACTURED HOMES

**PROPOSED USES:** 103 - 40' SINGLE FAMILY LOTS, 37 - 60' SINGLE FAMILY LOTS  
RECREATIONAL, COMMERCIAL, AND COMPATIBLE PUBLIC FACILITY

	ACRES
<b>REQUIRED OPEN SPACE</b>	
250 SFx140 LOT (SEC. 5.10(C))	0.91
25% GROSS AREA	61.42
<b>TOTAL OPEN SPACE REQUIRED</b>	<b>62.33</b>
<b>OPEN SPACED PROVIDED</b>	
<b>PARCEL 1</b>	
WETLANDS	28
50% OF WETLANDS	14
25' BUFFER AREA AROUND WETLANDS	4.5
RESIDENTIAL OPEN SPACE	12.9
<b>PARCEL 2</b>	
WETLANDS	65
50% OF WETLANDS	32.5
25' BUFFER AREA AROUND WETLANDS	6
<b>TOTAL OPEN SPACE PROVIDED (WETLANDS COUNTED AT 50%)</b>	<b>69.9</b>
<b>TOTAL OVER ALL OPEN SPACE</b>	<b>116.4</b>

	AMOUNT
<b>REQUIRED AMENITIES</b>	
140 LOTS (SEC. 5.10. TABLE 5-3)	3
<b>AMENITY PROVIDED</b>	
SPORTS FIELD #1	1
SPORTS FIELD #2	1
SPORTS FIELD #3	1
STORMWATER MANAGEMENT AREA	1
STORMWATER MANAGEMENT AREA	1
<b>TOTAL AMENITIES PROVIDED</b>	<b>5</b>

DEVELOPMENT PROGRAM	
PARCEL 1	APPROXIMATE ACRES
140 LOTS	15.3
TOTAL OPEN SPACE	45.4
AMENITY	5
<b>PARCEL 2</b>	
COMPATIBLE PUBLIC FACILITY	109
TOTAL OPEN SPACE	71
<b>TOTAL ACRES</b>	<b>245.7</b>

PARCEL 1 SINGLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS		
	40' LOTS	60' LOTS
MINIMUM LOT SIZE	3,200 SF	4,800 SF
MINIMUM LOT WIDTH	40'	60'
MAXIMUM BUILDING HEIGHT	35'	35'
<b>SETBACKS</b>		
FRONT	20'	20'
SIDE	5'	5'
SIDE (PORCH)	3'	3'
SIDE (STREET)	10'	10'
REAR	10'	10'

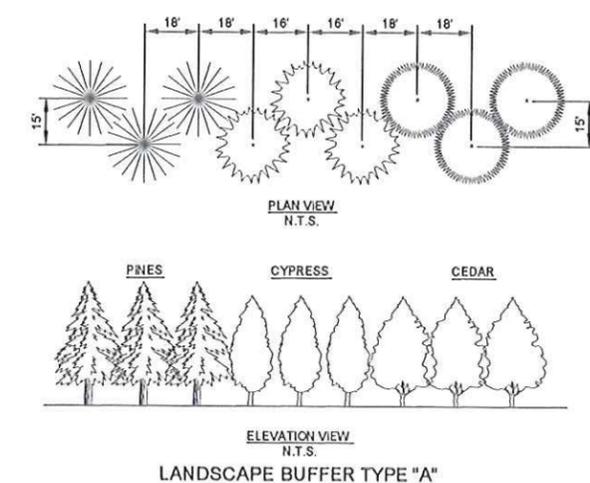
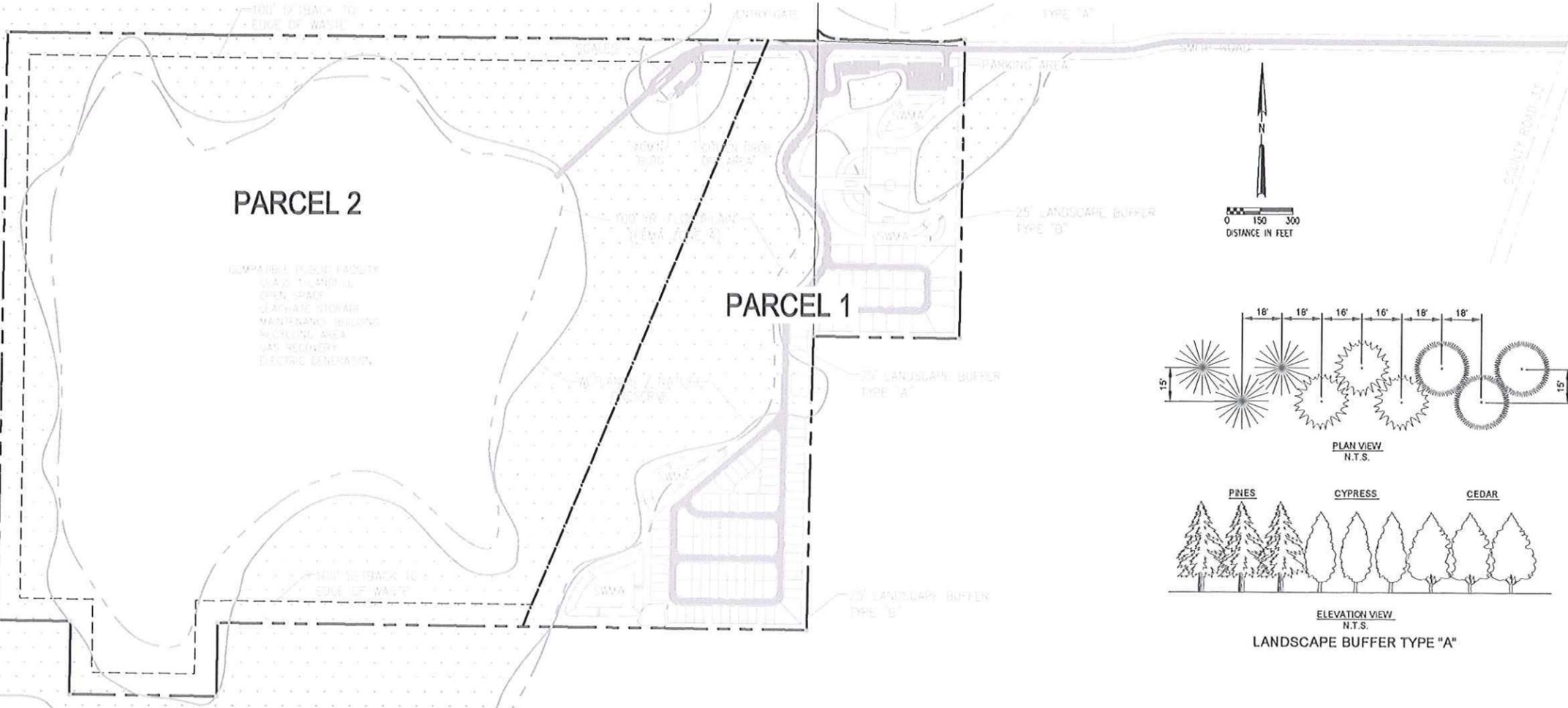
SITE DATA	
TOTAL PROJECT ACRES	± 245.7 AC.
PARCEL 1 AREA	± 65.7 AC.
PARCEL 2 AREA	± 180 AC.
TOTAL WETLANDS	± 93 AC.
UPLANDS	± 152.7 AC.
FUTURE LAND USE	COMMUNITY MIXED USE
CURRENT ZONING	PUD

PARCEL 2 COMPATIBLE PUBLIC FACILITY DEVELOPMENT STANDARDS		
	APPROXIMATE BUILDING AREA	MAXIMUM BUILDING HEIGHT
ADMIN BUILDING	1,200 SF	35'
SCALE HOUSE	560 SF	20'
CONVENIENCE DROP OFF	600 SF	20'
MAINTENANCE BUILDING	2,400 SF	36'
RECYCLING FACILITY	11,200 SF	40'
GAS RECOVERY	2,400 SF	36'
LEACHATE STORAGE	N/A	

TRAFFIC							
LAND USE	UNITS	*ITE LAND USE			TOTAL TRIPS		
		TRIP RATE	PM PEAK	CODE	AADT	PM PEAK	
SINGLE FAMILY LOTS	999 DU	4.99	0.60	240	4,985	599	APPROVED
SINGLE FAMILY LOTS	140 DU	4.99	0.60	240	698	84	REQUESTED
SPORTS PARK	3 FIELDS	71.33	21.77	488	214	65	REQUESTED
PUBLIC FACILITY	35 EMPLOYEES & 50 TRUCKS	3.89	0.58	150	236	20	REQUESTED
<b>TOTAL REQUESTED</b>					<b>1,048</b>	<b>169</b>	
<b>REDUCTION</b>					<b>3937</b>	<b>430</b>	

PROPOSED DENSITY			
	OVERALL SITE	PARCEL 1	PARCEL 1 (LESS SPORTS PARK)
DU / GRASS AREA	0.57	2.13	2.31
DU / NET ACRE	0.92	3.71	4.28

- NOTES:**
1. THE SITE IS CURRENTLY ZONED PUD-CM.
  2. PORTIONS OF THE SITE AREA DESIGNATED AS FLOOD ZONE "A" ON F.I.R.M. PANEL 12069C0510D.
  3. THERE ARE NO KNOWN FOUNDATIONS, MOUNDS OR AREAS OF HISTORIC ORIGIN WHICH WERE DETERMINED TO BE SIGNIFICANT. THERE ARE NO PLATTED STREETS.
  4. WETLANDS ARE UNDER THE REGULATION OF SJRWMD / FDEP WITHIN THE BOUNDARIES OF THIS PLAN.
  5. THERE ARE WELLS WITHIN THE BOUNDARIES OF THIS PLAN AND WILL BE ABANDONED / RELOCATED.
  6. FINAL LOCATION / DIMENSIONS / USES OF PROPOSED BUILDINGS ARE SUBJECT TO REVISION DURING FINAL SITE PLAN REVIEW AND AGENCY PERMITTING.
  7. THE PROJECT WILL CONNECT TO CITY WATER, LOCATED ON CR 33.
  8. NO SANITARY SEWER CURRENTLY EXISTS. SPORTS PARK AND RESIDENTIAL UNIT CONSTRUCTION IS CONTINGENT UPON SEWER SYSTEM AVAILABILITY.
  9. SEPTIC SYSTEM MAYBE USED FOR PARCEL 1 SPORTS PARK CONCESSIONS AND PARCEL 2 ADMINISTRATION BUILDING, IF CITY SEWER IS NOT AVAILABLE.
  10. DEVELOPMENT PROGRAM LAND USE ACRES BASED ON PRELIMINARY WETLANDS MAPS. FINAL LAND USE ACRES WILL VARY BASED ON AGENCY APPROVALS.



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HSAGOLDEN.COM

DATE: 9/7/11  
JOHN P. SMITH, P.E.  
P.E. NO. 63423, FL.  
HSA GOLDEN FEPE No. 9915

BY	DATE	DESIGNED	DRAWN	CHECKED	FILE: 11-621.001-LANDUSE.dwg
JS	08/16/11	JS	JS	JS	
				JG	
				JC	

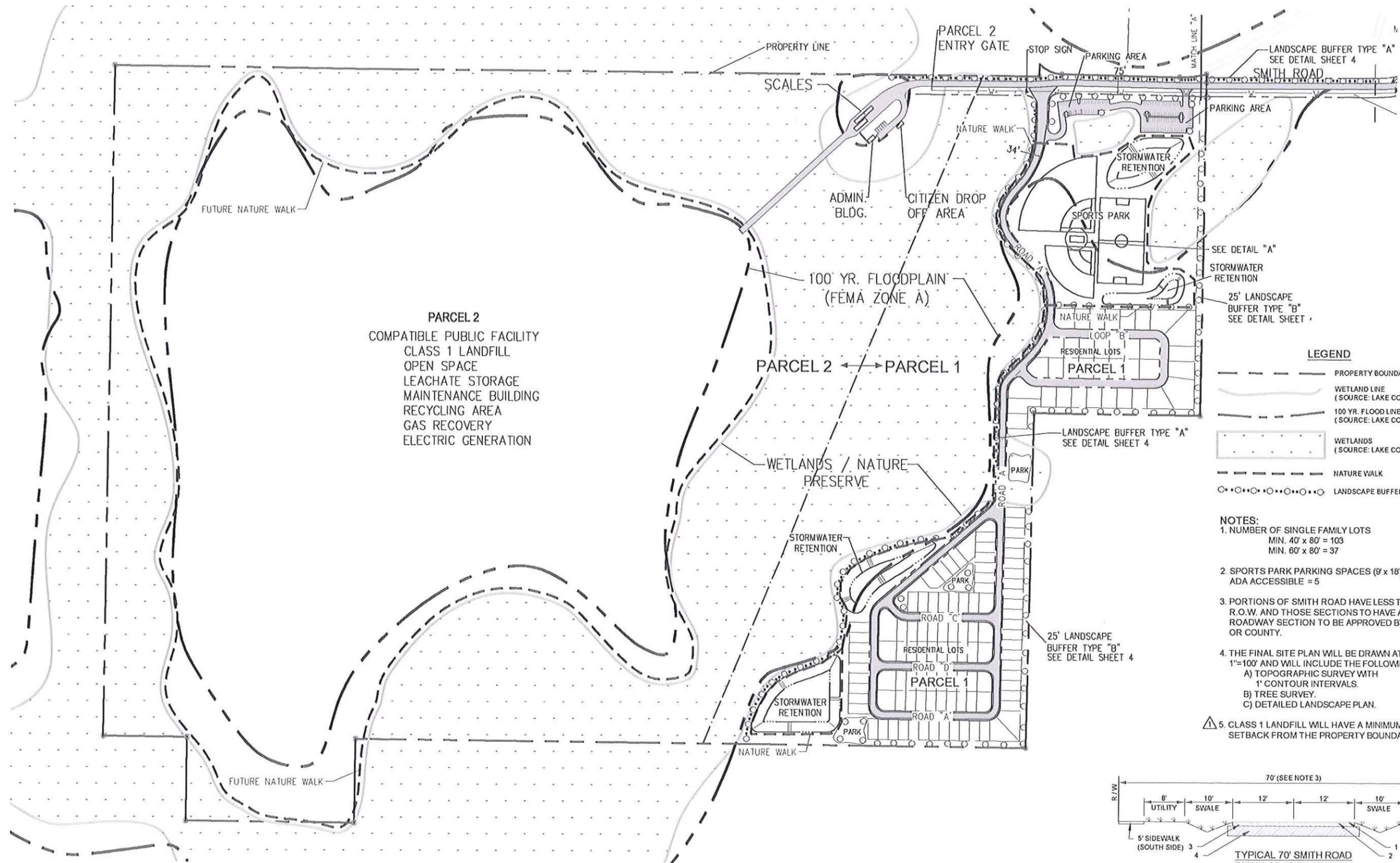
REVISIONS

DATE	PER DRC	COMMENTS
09/20/11		

**LAND USE PLAN**  
HERON'S GLEN AMENDMENT 2  
CITY OF MASCOTTE, FLORIDA

PROJECT NO. 11-621.001  
SHEET 4

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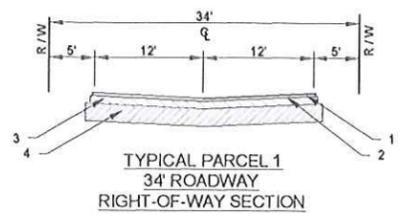
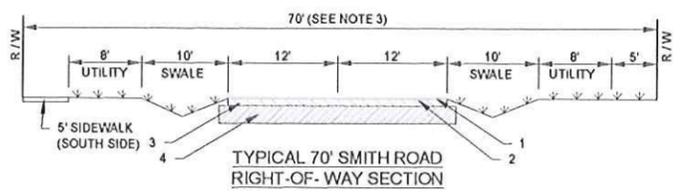


**PARCEL 2**  
 COMPATIBLE PUBLIC FACILITY  
 CLASS 1 LANDFILL  
 OPEN SPACE  
 LEACHATE STORAGE  
 MAINTENANCE BUILDING  
 RECYCLING AREA  
 GAS RECOVERY  
 ELECTRIC GENERATION

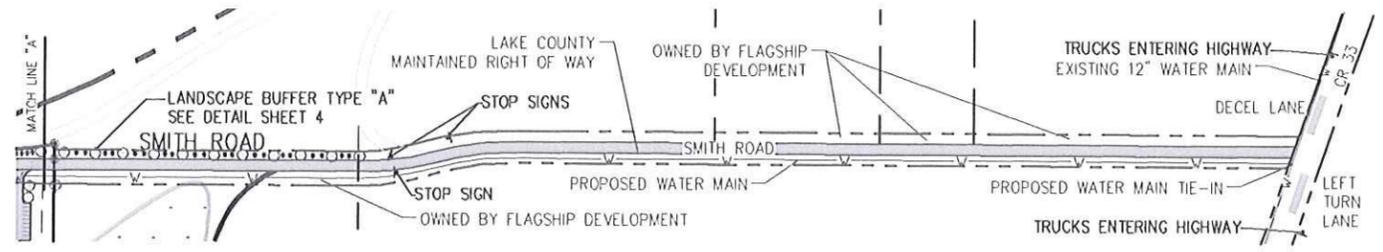
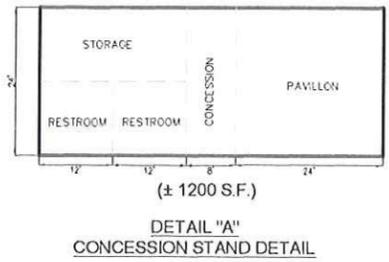
**LEGEND**

	PROPERTY BOUNDARY
	WETLAND LINE (SOURCE: LAKE COUNTY GIS)
	100 YR. FLOOD LINE (SOURCE: LAKE COUNTY GIS)
	WETLANDS (SOURCE: LAKE COUNTY GIS)
	NATURE WALK
	LANDSCAPE BUFFER

- NOTES:**
- NUMBER OF SINGLE FAMILY LOTS  
 MIN. 40' x 80' = 103  
 MIN. 60' x 80' = 37
  - SPORTS PARK PARKING SPACES (9' x 18') = 103  
 ADA ACCESSIBLE = 5
  - PORTIONS OF SMITH ROAD HAVE LESS THAN 70' R.O.W. AND THOSE SECTIONS TO HAVE ALTERNATE ROADWAY SECTION TO BE APPROVED BY CITY OR COUNTY.
  - THE FINAL SITE PLAN WILL BE DRAWN AT A SCALE 1"=100' AND WILL INCLUDE THE FOLLOWING:  
 A) TOPOGRAPHIC SURVEY WITH 1' CONTOUR INTERVALS.  
 B) TREE SURVEY.  
 C) DETAILED LANDSCAPE PLAN.
  - CLASS 1 LANDFILL WILL HAVE A MINIMUM OF 100' SETBACK FROM THE PROPERTY BOUNDARY.



- ROAD SECTION CALL OUTS**
- 1 1 1/4" TYPE III ASPHALT
  - BITUMINOUS PRIME COAT
  - 6" LIMEROCK BASE COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-160
  - 12" STABILIZED SUBGRADE WITH A MINIMUM L.B.R. OF 40. COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-160



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 ORLANDO, FL 32801  
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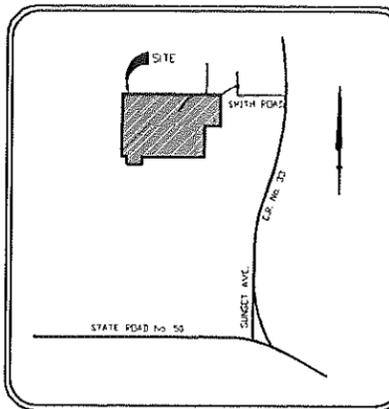
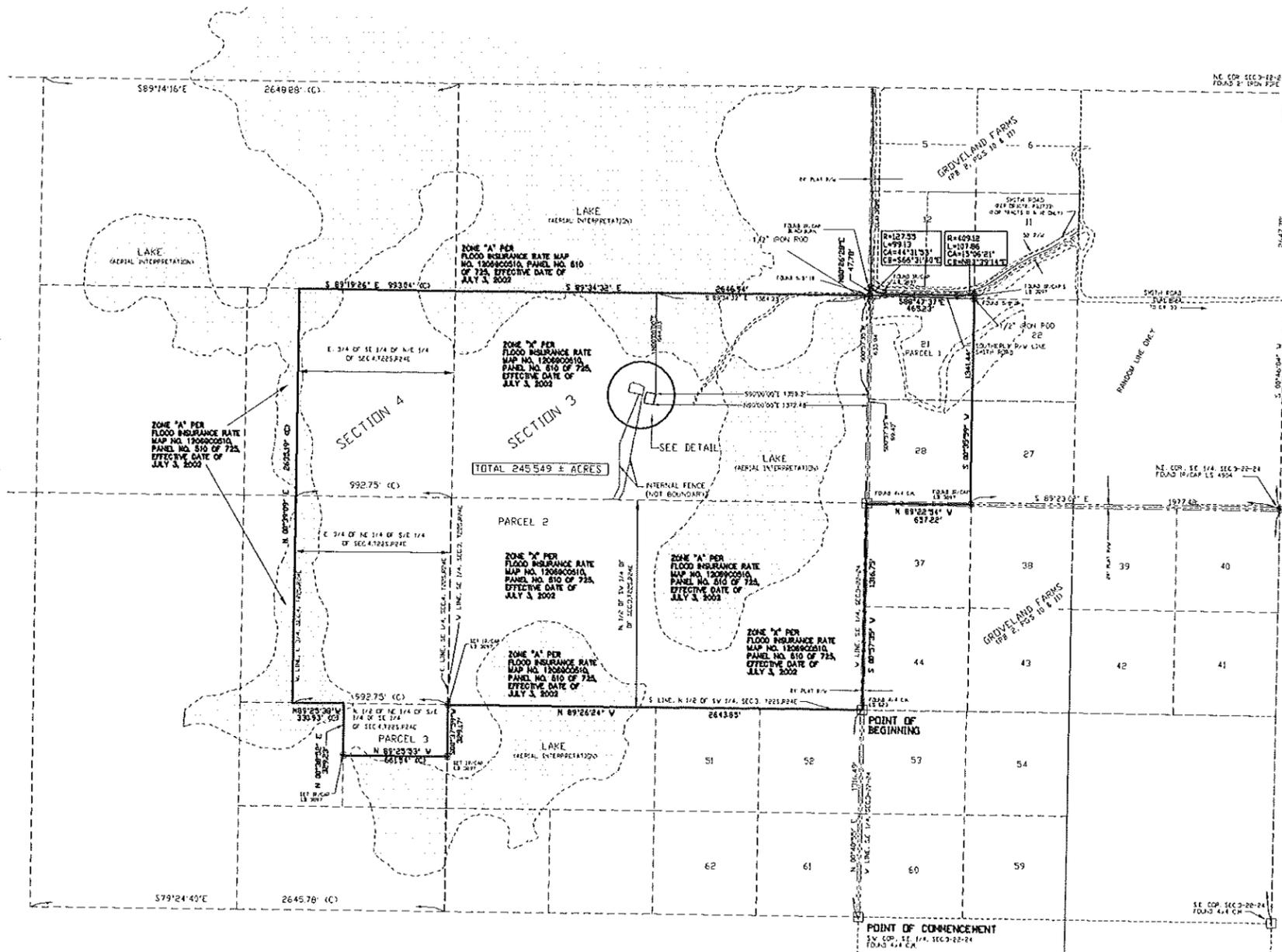
DATE	08/16/11	BY	JS
DATE	08/16/11	DESIGNED	TS
DATE	08/16/11	DRAWN	JG
DATE	08/16/11	CHECKED	JS
DATE	09/20/11	REVISIONS	JC

FILE: 11-621.001-SITE PLAN.dwg  
 JOHN P. SMITH, P.E.  
 P.E. NO. 63423, FL  
 HSA GOLDEN FBPE No. 9915

**PRELIMINARY SITE PLAN**  
 HERON'S GLEN AMENDMENT 2  
 CITY OF MASCOFFE, FLORIDA

PROJECT NO. 11-621.001  
 SHEET 5

# BOUNDARY SURVEY



VICINITY MAP  
(NOT TO SCALE)

### REPORT OF SURVEY

- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM BEING NAD83/85E ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 24 EAST.
- THE "DEED DESCRIPTION" SHOWN HEREON IS IN ACCORDANCE WITH THE INSTRUMENT OF RECORD AS CONTAINED IN THE TITLE COMMITMENT, AND WAS PROVIDED BY THE CLIENT. THE "METES AND BOUNDS" DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS SURVEYOR BASED ON THE FIELD SURVEY OF THE ABOVE REFERENCED DEED DESCRIPTION.
- INTERIOR FENCES AND OTHER IMPROVEMENTS WERE NOT LOCATED PER REQUEST BY THE CLIENT.
- UNLESS OTHERWISE NOTED, ALL RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION CONTAINED IN THE COMMITMENT FOR TITLE INSURANCE BY ATTORNEY'S TITLE INSURANCE FUND, INC. COMMITMENT NO. CF-1437830 EFFECTIVE DATE 11/05/2004 @ 11:00 p.m.
- NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
- THIS BOUNDARY SURVEY DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES.
- THE LAKE LOCATIONS SHOWN HEREON WERE DERIVED FROM RECTIFIED AERIAL PHOTOGRAPHY AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. NO PLANNING OR DESIGN OF ANY KIND SHOULD BE DONE WITHOUT ACTUAL FIELD LOCATION OF SAID LAKES.
- THE PROPERTY IS CURRENTLY AN ACTIVE RANCH WHICH INCLUDES BUT IS NOT LIMITED TO AN ALUMINUM STRUCTURE, WELL, IRRIGATION LINES AND INTERIOR FENCES.
- FEWA DESIGNATED ZONES INTERPOLATED FROM FIRM RATE MAP. NOT FIELD SURVEYED.

### LAND DESCRIPTION

FROM SCHEDULE "A" FURNISHED BY CLIENT:  
 PARCEL NO. 1: All of Tracts 12, 21 and 28 lying South of Smith Road, in Section 3, Township 22 South, Range 24 East, according to the Plat of GROVELAND FARMS as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.  
 PARCEL NO. 2: The South 1/2 of the NE 1/4, AND the North 1/2 of the SW 1/4, of Section 3, Township 22 South, Range 24 East, Lake County, Florida, LESS 1/2 of mineral rights.  
 PARCEL NO. 3: The East 1/4 of the SE 1/4 of the NE 1/4, AND the East 3/4 of the NE 1/4 of the SE 1/4, AND the North 1/2 of the NE 1/4 of the SE 1/4 of the SE 1/4, All in Section 4, Township 22 South, Range 24 East, Lake County, Florida, LESS 1/2 of mineral rights.  
 ALSO DESCRIBED AS FOLLOWS BY SURVEY PREPARED BY HOLLIS ENGINEERING, INCORPORATED, AND REVISED ON JUNE 13, 2005, TO WIT:

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONVENE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE N02°42'55"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3 A DISTANCE OF 1318.19 FEET TO THE POINT OF BEGINNING; THENCE N89°20'24"W, 264.83 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE S07°37'59"W ALONG SAID EAST LINE 326.17 FEET; THENCE N89°25'37"W, 661.54 FEET; THENCE N00°20'12"E, 520.23 FEET; THENCE N89°20'24"W, 300.93 FEET; THENCE N00°39'09"E, 2838.19 FEET; THENCE S89°19'24"E, 933.04 FEET; THENCE S89°34'31"E, 2846.84 FEET; THENCE N00°26'20"E, 47.76 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID ROAD, BEING SAID ROAD, SAME BEING A NON-TANGENT CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 127.55 FEET AND A CHORD BEARING OF S68°17'37"E, 463.23 FEET TO THE BEGINNING OF A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 405.12 FEET AND A CHORD BEARING OF N83°30'14"E, THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 150°02'21" A DISTANCE OF 107.85 FEET; THENCE S00°32'59"W, 1341.44 FEET; THENCE N02°23'14"E, 453.22 FEET TO A POINT ON THE INTERSECTION WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE S02°32'02"W ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER, 1318.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN LAKE COUNTY, FLORIDA AND CONTAINING 245.54 ACRES ±.

### SURVEYOR'S CERTIFICATE:

THIS SURVEY IS MADE FOR THE BENEFIT OF:  
 FLAGSHIP LAKE COUNTY DEVELOPMENT NUMBER V, LLC  
 RICHARD DALE WEBER AND JANET A. WEBER  
 RICHARD DEAN WEBER  
 RANDY DALE WEBER, SR.  
 RUDY DEWAYNE WEBER  
 ROBERTS & LAW, P.A.  
 HOLLAND AND ROUGHT, LLP  
 FIRST COMMERICAL BANK OF FLORIDA  
 WOODRUFF, HAINES, WARD, AND WOODMAN, P.A.  
 ATTORNEY'S TITLE INSURANCE FUND, INC.

I HEREBY CERTIFY THAT THIS SURVEY, DATED JUNE 27, 2008.

(a) WAS MADE ON THE GROUND AND MAPPED UNDER MY SUPERVISION AND CORRECTLY SHOWS (1) THE BOUNDARIES AND AREAS OF THE SUBJECT PROPERTY AND THE SIZE, LOCATION, AND TYPE OF BUILDING AND IMPROVEMENTS THEREON AND THE DISTANCE THEREFROM TO THE NEAREST ADJACENT PROPERTY LINES OF THE SUBJECT PROPERTY, (2) THE LOCATION OF ALL RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD WHICH ARE REFLECTED ON MORTGAGEE'S TITLE INSURANCE COMMITMENT NO. CF-1437830 WITH AN EFFECTIVE DATE OF NOVEMBER 5, 2004 AT 11:00 p.m., ISSUED BY ATTORNEY'S TITLE INSURANCE FUND, INC., AFFECTING OR BENEFITING THE SUBJECT PROPERTY, AND (3) ALL ADJUTING STREETS ACCESS TO THE SUBJECT PROPERTY.

(b) SHOWS THAT, EXCEPT AS SPECIFICALLY DESCRIBED BELOW, THERE ARE NO (1) ENCROACHMENTS UPON THE SUBJECT PROPERTY BY IMPROVEMENTS ON ADJACENT PROPERTY, (2) ENCROACHMENTS ON THE SUBJECT PROPERTY, STREETS, OR ALLEYS BY ANY IMPROVEMENTS ON THE SUBJECT PROPERTY, (3) PARTY WALLS, (4) PARTIAL OR PROTRUSIONS, (5) OVERLAPS OR BOUNDARY LINE DISPUTES, OR (6) EASEMENTS ABOVE GROUND OR BELOW GROUND WHICH ARE IN USE AND NOT OF RECORD, AND BROUGHT TO THE SURVEYOR'S ATTENTION;

(c) SHOWS ACCESS TO AND EGRESS FROM THE SUBJECT PROPERTY IS PROVIDED BY SAID ROAD, THE SAME BEING MAINTAINED BY LAKE COUNTY;

(d) MEETS THE REQUIREMENTS FOR SURVEYS ESTABLISHED BY FLORIDA LAW INCLUDING APPLICABLE FLORIDA STATUTES CHAPTERS 177 AND 472;

(e) SHOWS THAT THE PARCELS COMPRISING THE SUBJECT PROPERTY AS DESCRIBED IN THIS SURVEY SHARE COMMON BOUNDARIES, THERE BEING NO MAIN PARCELS BETWEEN THEM;

(f) SHOWS THAT THE SUBJECT PROPERTY CONTAINS 245.54 ACRES, AND 10695913.29 SQUARE FEET;

(g) DEPICTS THE IMPACT OF THE FLOOD INSURANCE RATE MAP NO. 1206900010, PANEL NO. 810 OF 725, EFFECTIVE DATE OF JULY 3, 2002; AND

(h) SHOWS THE LEGAL DESCRIPTION HEREON, WHICH IS THE SAME AS THE LEGAL DESCRIPTION SHOWN ON THE SKETCH OF THE PROPERTY.

AND I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION ON JUNE 27, 2008. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 61G15-1.01 OF THE FLORIDA ADMINISTRATIVE CODE AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

MICHAEL T. RUDD, P.S.M.  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA REGISTRATION NO. 3960

RESPONSIBLE SURVEYOR:

MICHAEL T. RUDD, PSM

REGISTRATION No. #3960

## FLAGSHIP DEVELOPMENT, LLC

FLAGSHIP MASCOTTE

A PORTION OF SECTIONS 03 & 04,  
 TOWNSHIP 22 SOUTH, RANGE 24 EAST,  
 LAKE COUNTY FLORIDA  
 CITY OF MASCOTTE, LAKE COUNTY, FLORIDA

PREPARED FOR:

DATE	DESCRIPTION
06/27/08	UPDATE SURVEY
08/13/08	CORRECTED OF DATA/LEGAL ERRORS AND LEGAL
REVISIONS	
PROJECT NO:	E83001001
ORIGINAL SURVEY DATE:	12/28/2004
UPDATE SURVEY DATE:	08/27/2008
SCALE:	1"=400'
DRAWN BY:	J.D.B.J.
DESIGNED BY:	M.T. RUDD, PSM
CHECKED BY:	

### SURVEY BOUNDARY UPDATE SURVEY

A:\DATA\507002\SURVEY\E83001001.DWG

P:\Project Files\11-621-001 - Heron's Glen Mascotte\CAD\1104-08-2011\Weber Boundary Survey.dwg, 9/7/2011 12:59:46 PM



Comment 4.3

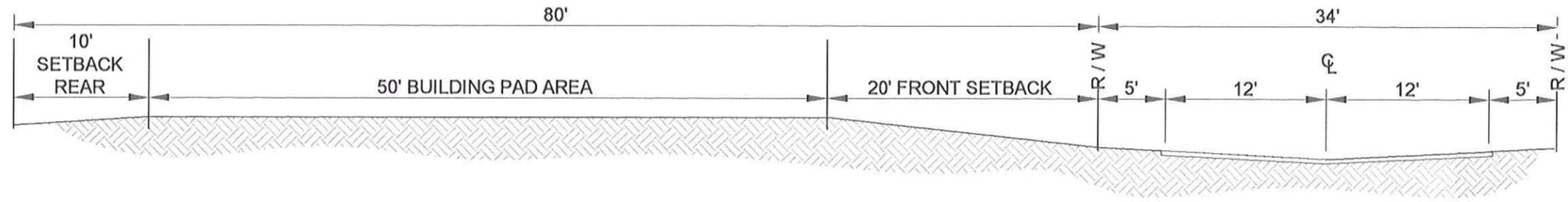
Surrounding Land Uses. *The surrounding land uses are rural low-density residential, groves, and grazing land. The applicant has not provided any information demonstrating how the proposed development conforms to these surrounding land uses. Of particular concern to the Staff are the sightlines and views that will be impacted by this development. The applicant should provide additional information in order for the application to be properly reviewed by the Staff and City Council.*

Response:

Information regarding setbacks and buffers and how they provide conformity to surrounding land uses, is further depicted on Figure 2. Sheet 5 - Preliminary Site Plan and Section 2.8 (Buffers and Setbacks) provided a description of the setbacks in the form of +100 acres of natural wetlands surrounding the development, extensive treed landscape buffers to screen the views from any surrounding rural residential sites, and space buffers of approximately 1/4 mile to the nearest rural residence.

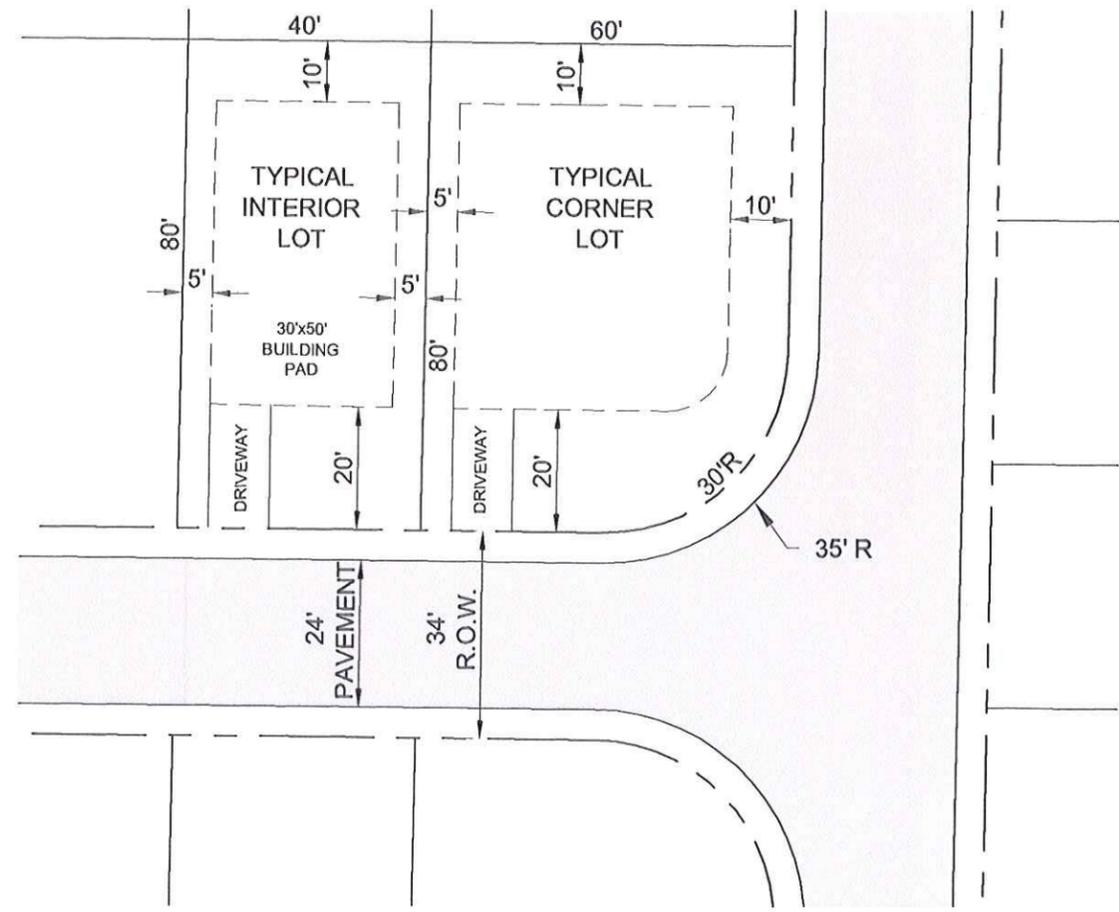
The following are the many levels of project compatibility with the internal and external land uses:

- 1) Physical compatibility – The proposed development will provide landscape buffers both internal to the property and also on the edges of the property boundary. All landscape buffers will be enhanced to meet regulations as outlined in the City of Mascotte Land Development Code.
- 2) Spatial compatibility – There are on-site wetlands that required the compatible public facility to be located on the western portion of the site. This addresses both internal and external compatibility with the residential developments currently existing and proposed for the future.
- 3) Operational compatibility – Operations will be controlled as to day, time of day and operating procedures. The proposed development will provide a recycling facility for materials, open to the public as well as an organics recycling to provide mulch and compost. There will also be energy generation as a result of the gas output that will power local homes or businesses. When the compatible public facility closes operation, the space will be utilized by City residents as open space or a future park.
- 4) Community compatibility – The Town of Mascotte will receive a sports complex.
- 5) Capacity compatibility - There is a reduction from the already approved maximum number of vehicular trips for this proposed development thereby increasing roadway, school, water and sewer capacities.
- 6) Fiscal compatibility – The proposed development will provide the City with substantial fiscal contributions, in addition to infrastructure improvements. There will be an immediate creation of jobs and several ancillary positions created as a result of this development. These buffers, setbacks, and compatibilities will ensure that the development is not in conflict with the surrounding area.



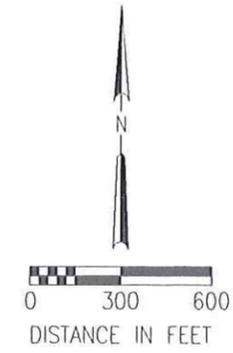
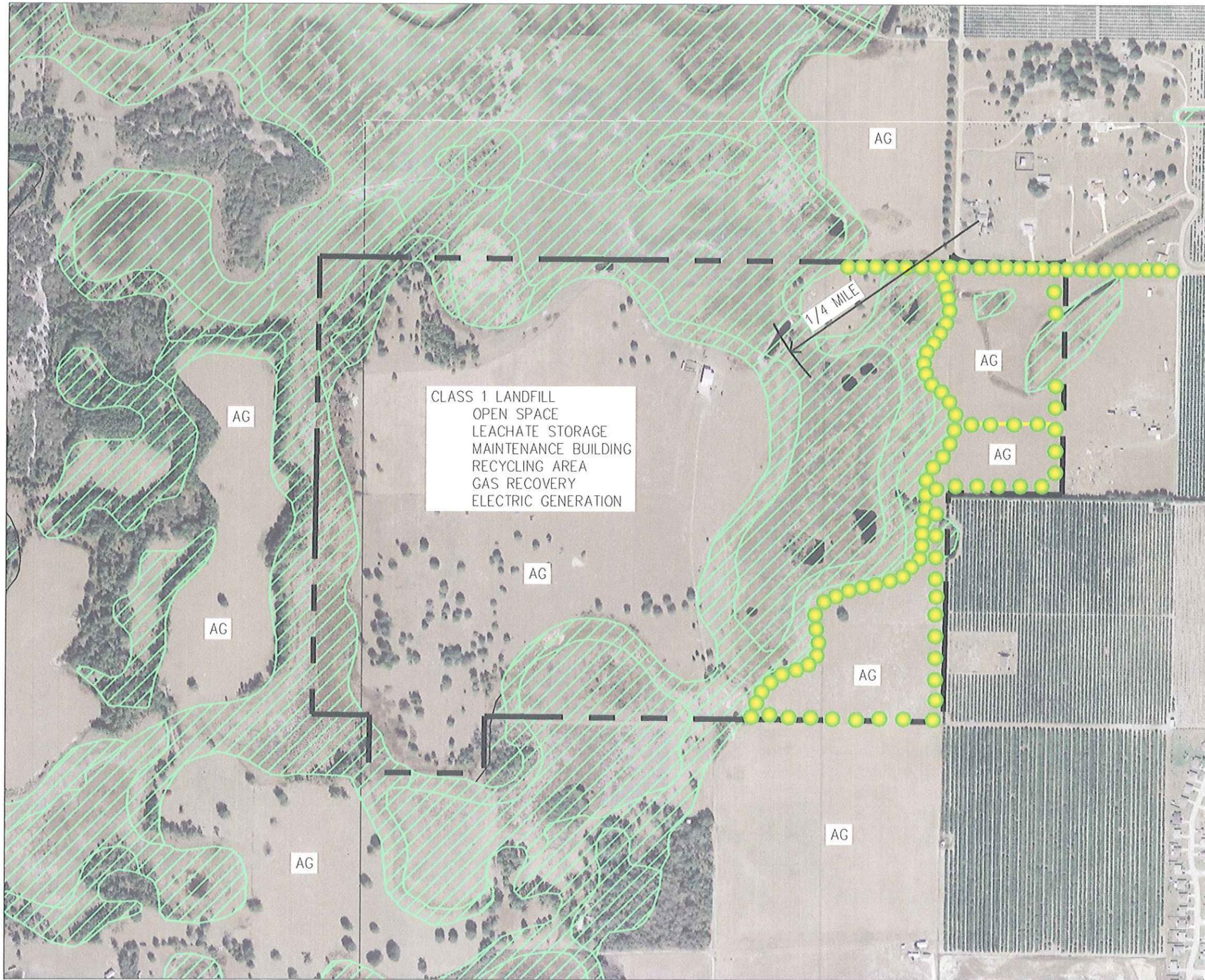
TYPICAL SECTION THRU  
 PARCEL 1 RESIDENTIAL LOT  
 AND INVERTED-CROWN ROADWAY  
 N.T.S.

PARCEL 1 SINGLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS		
	40' LOTS	60' LOTS
MINIMUM LOT SIZE	3,200 SF	4,800 SF
MINIMUM LOT WIDTH	40'	60'
MAXIMUM BUILDING HEIGHT	35'	35'
SETBACKS		
FRONT	20'	20'
SIDE	5'	5'
SIDE (PORCH)	3'	3'
SIDE (STREET)	10'	10'
REAR	10'	10'



TYPICAL 40' RESIDENTIAL LOTS

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- LEGEND**
- TREE LANDSCAPE BUFFER
  - WETLAND AREAS
  - AG AGRICULTURAL USE
  - PROPERTY BOUNDARY



EXAMPLE OF TREE BUFFER



## AGENDA ITEM COVER SHEET

Meeting Date: September 19, 2011

---

**Subject: Ordinances First Readings: First Reading of Ordinance 2011-09-499  
Rezoning for Norman Thomas (Car Dan Lane).**

---

**Recommendations:** Council is to make a motion and vote for the first reading of Ordinance 2011-09-499.

**Attachments:** Report from the planner and the rezoning application along with the site plan. The bigger copy of the site plan will be available at the meeting.

### Financial Impact:

Type of Item:

- Public Hearing
  - Ordinance First Reading
  - Ordinance Final & Adoption Reading
  - Resolution
  - Motion & Vote
  - Attorney has reviewed
-

**ORDINANCE NO. 2011-09-499**

**AN ORDINANCE OF THE CITY OF MASCOTTE, LAKE COUNTY, FLORIDA, ASSIGNING THE LD-SFR (LOW DENSITY SINGLE FAMILY RESIDENTIAL) ZONING CLASSIFICATION TO ANNEXED PROPERTY LOCATED ON THE EAST SIDE OF COUNTY ROAD 33, BETWEEN PEBBLE ROCK ROAD AND SMITH ROAD, ADJACENT TO BIG BLUFF LAKE, COMPRISING 29.12 ACRES, PROVIDING THAT THE OFFICIAL ZONING MAP BE MODIFIED ACCORDINGLY AND THAT NOTICE OF SAID ZONING BE FORWARDED TO LAKE COUNTY; PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the property located on the East Side of County Road 33, between Pebble Road and Smith Road, Parcel Numbers 02-22-24-0003-0000-1704 and 02-22-24-0003-0000-1705, has been annexed into the City of Mascotte, Florida pursuant to Ordinance 2009-03-474 to which an appropriate zoning classification should be made consistent with Article III of the *City of Mascotte Land Development Code*; and

**WHEREAS**, the City Council of the City of Mascotte has determined the owner of the property has initiated zoning of the property and desires that the property be zoned; and

**WHEREAS**, the City Council of the City of Mascotte has received public input on the zoning and a recommendation from staff for the assignment of the zoning classification LD-SFR (Low Density Single Family Residential) to said property; and

**WHEREAS**, the property's future land use designation in the City's Adopted Comprehensive Plan is Low Density Residential; and

**WHEREAS**, the zoning classification is consistent with the City of Mascotte Comprehensive Plan, Future Land Use Map; and

**WHEREAS**, the City Council of the City of Mascotte finds such zoning to be in the best interest of the inhabitants of said City and, accordingly, desires to amend the Official Zoning Map as hereinafter set forth.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MASCOTTE, FLORIDA:**

**SECTION 1:** The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Mascotte.

**SECTION 2:** Parcel Number 02-22-24-0003-0000-1704 and 02-22-24-0003-0000-1705, as described in Exhibit A attached hereto are rezoned to LD-SFR (Low Density Single Family

Residential) pursuant to the City of Mascotte Land Development Code, and shall be subject to all restrictions and requirements of that classification.

**SECTION 3:** The Official City Zoning Map shall be amended to conform to the zoning assigned herein.

**SECTION 4:** Notice of this zoning shall be forwarded to the Lake County Board of County Commissioners in accordance with applicable law.

**SECTION 5:** Upon a determination by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect.

**SECTION 6:** This Ordinance shall take effect immediately.

PASSED AND ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2011, by the City Council of the City of Mascotte, Florida.

\_\_\_\_\_  
Jeff Krull, Mayor  
City of Mascotte

Attest:

\_\_\_\_\_  
Michelle Hawkins, CMC, City Clerk  
City of Mascotte

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Exhibit "A"

Parcel 1: 02-22-24-0003-0000-1705

From the Northwest corner of the Southwest Quarter of Section 2, Township 22 South, Range 24 East, Lake County, Florida, run thence South along the West line of said Section, 648.6 feet; thence South 81°20' East 131.9 feet to a point on the Easterly right of way of State Road No. 33 (33 feet from centerline); thence South 81°20' East 605.58 feet to the POINT OF BEGINNING; run thence South 15°31' West 89.57 feet; thence South 53°59' East 123 feet; thence North 36°01' East 100 feet; thence South 53°59' East 550 feet; thence South 36°01' West 100 feet; thence South 53°59' East 88.79 feet, more or less, to a point on the East line of the Northwest quarter of the Southwest quarter of said Section 2; thence South 0°01'37" West 23 feet to the Southeast corner of the Northwest quarter of the Southwest Quarter of said Section 2; thence North 89°56'55" East 660.63 feet to the Southeast corner of the West half of the Northeast quarter of the Southwest quarter of said Section 2; thence North 0°02'26" East along the East line of said West half of the Northeast quarter of the Southwest quarter 728.67 feet; thence North 89°51'50" West 711 feet; thence South 72°33'53" West 568.46 feet to the POINT OF BEGINNING.

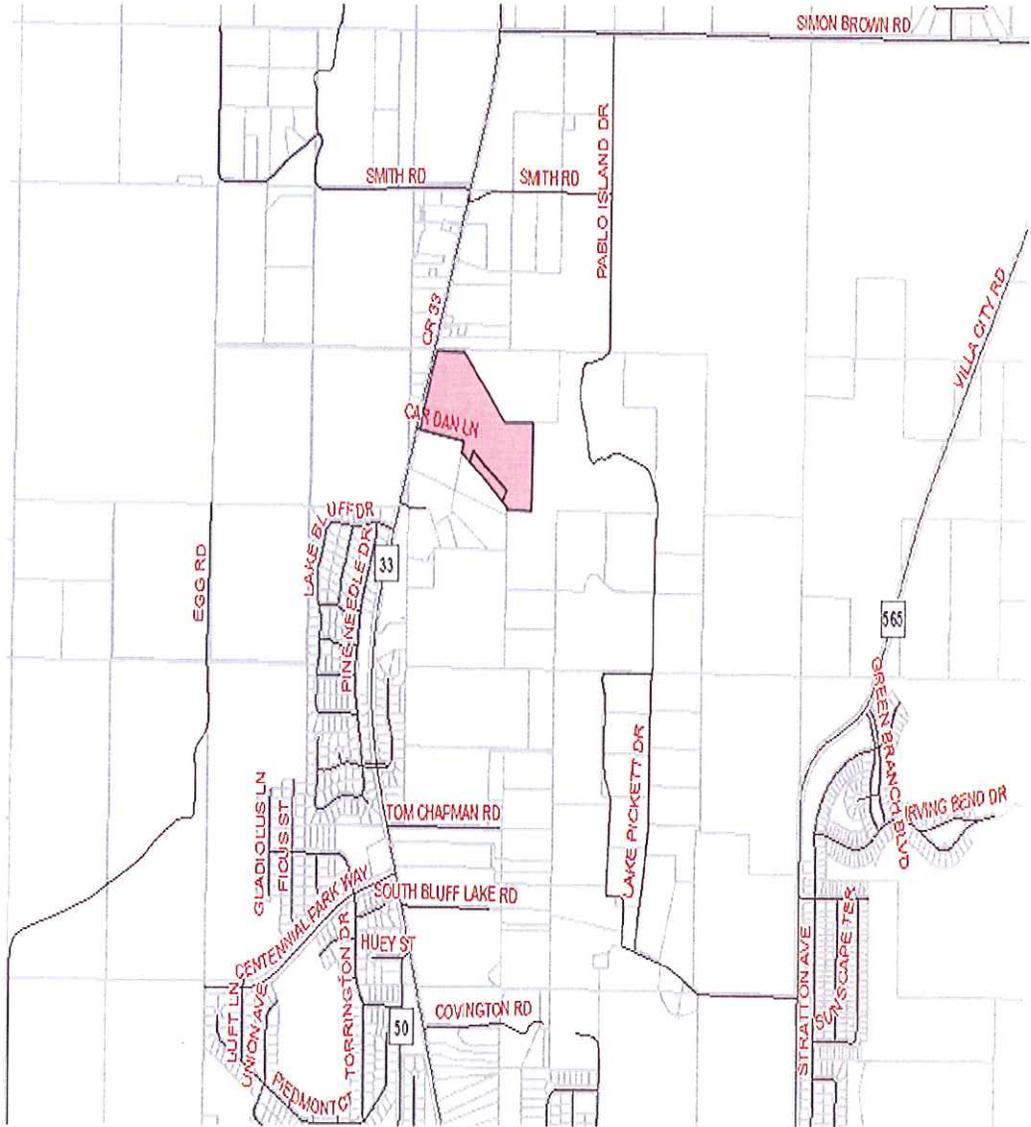
Parcel 2: 02-22-24-0003-0000-1705

From the Northwest corner of the Southwest Quarter of Section 2, Township 22 South, Range 24 East, Lake County, Florida, run thence South along the West line of said Section, 648.6 feet; thence South 81°20' East 131.9 feet TO THE POINT OF BEGINNING on the Easterly right of way of State Road No. 33 (33 feet from Centerline); run thence South 81°20' East 605.58 feet; thence North 72°33'53" East 568.46 feet to point "A"; BEGIN again at the POINT OF BEGINNING and run thence North 18°28'20" East along said right of way line 684.57 feet, more or less, to a point lying 20 feet South of the North line of the Southwest quarter of said Section 2; thence Easterly parallel to the North line of the Southwest quarter of said Section 2 a distance of 369.9 feet; thence Southeasterly 795.79 feet, more or less, to point "A".

Parcel 3: 02-22-24-0003-0000-1704

From a concrete monument at the Northwest corner of the Southwest Quarter of Section 2, Township 22 South, Range 24 East, Lake County, Florida, run thence South along the West line of said Section, 648.6 feet; thence South 81°20' East 756.85 feet; thence South 19°54' East 165.6 feet to the POINT OF BEGINNING; run thence South 53°59' East 550 feet; thence North 36°01' East 100 feet; thence North 53°59' West 550 feet; thence South 36°01' West to the POINT OF BEGINNING.

# LOCATION MAP





# City of Mascotte

City Manager (352) 429-3341  
Community Development (352) 429-8183  
Finance & Administration (352) 429-3341  
Fire Department (352) 429-4766  
Police Department (352) 429-3393  
Public Services Department (352) 429-4429

## Attorney Agreement/Ordinance/Resolution/Quasi-Judicial Review Verification Form:

The following Agreement/Ordinance/Resolution/Quasi-Judicial forms were reviewed by the City Attorney:

Document Name(s): Ordinance 2011-09-499  
Subject: Rezoning property on Oak Dan Lane

Reviewed by: [Signature]  
On: 9-9-11

Attorney Comments: The ordinance form is legally sufficient

*This form must be completed and must accompany the listed agreement/ordinance/resolution/quasi-judicial forms before presentation to Council and/or execution of such document. The form is internal and must be filed with the verified document, but will not accompany the document as it is forwarded outside the City of Mascotte.*



## AGENDA ITEM COVER SHEET

Meeting Date: September 19, 2011

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**Subject: Ordinances First Readings: First Reading of Ordinance 2011-09-500  
Heron's Glen PUD amendment.**

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**Recommendations:** Council is to make a motion and vote for the first reading of Ordinance 2011-09-500.

**Attachments:** Report from the planner, staff, and HAS Golden (on behalf of the developer), application, site plan, and other items pertaining to the project. The bigger copy of the site plan will be available at the meeting.

### Financial Impact:

Type of Item:

- Public Hearing
  - Ordinance First Reading
  - Ordinance Final & Adoption Reading
  - Resolution
  - Motion & Vote
  - Attorney has reviewed
-



46           **WHEREAS**, under Section 3.9 of the Land Development Code (LDC), as amended by  
47 Ordinance 2011-05-496, an owner of property zoned PUD-CM must demonstrate that any  
48 proposed non-residential, limited light industrial, and public/semi-public uses and facilities are  
49 internally compatible with other uses in the development and are compatible with the  
50 surrounding area, when construed as a whole; and

51           **WHEREAS**, under Section 3.9 of the LDC, as amended, "compatible with" means that  
52 the proposed non-residential, limited light industrial, or public/semi-public use or facility is not  
53 in conflict with other uses within the proposed development and uses of the surrounding area;  
54 and compatibility shall not be deemed to exist if the Council affirmatively determines that the  
55 proposed non-residential, limited light industrial, or public/semi-public use or facility adversely  
56 affects the other proposed uses in the development or existing uses in the surrounding area; and

57           **WHEREAS**, as stated in LDC Section 3.9 and Table 3-2 of Article III, as amended,  
58 examples of potentially compatible public service utilities or public facilities include and are not  
59 limited to those listed in Comprehensive Plan Future Land Use Element Section B.1.h.  
60 (description of the Public/Semi-Public category) and Policy 2.1.10, which may include a Class I  
61 Disposal Facility for Solid Waste Management, Recycling Center, Community Convenience  
62 Area, Sports Park, and a Wildlife Habitat Area and Wetlands; and

63           **WHEREAS**, the Property Owner of Heron's Glen has met its burden of demonstrating  
64 by competent substantial evidence that the proposed Second Amendment to the Heron's Glen  
65 Planned Development Agreement and proposed Preliminary Site Plan are internally compatible  
66 with other uses in the development and are compatible with the surrounding area when construed  
67 as a whole, and that the proposed Second Amendment and Preliminary Site Plan are not in  
68 conflict with other uses within the proposed development and uses in the surrounding area; and

69           **WHEREAS**, City Council hereby affirmatively determines that the proposed Second  
70 Amendment to the Heron's Glen Planned Development Agreement and proposed Preliminary  
71 Site Plan do not adversely affect other proposed uses in the development or existing uses in the  
72 surrounding area; and

73           **WHEREAS**, although a public facility such as a Solid Waste Facility is a permitted use  
74 in the PUD-CM zoning category, Section 3.9 of the LDC recognizes that a public facility must  
75 be found to be compatible with other uses in the development and with uses in the surrounding  
76 area and will not adversely affect other proposed uses in the development or existing uses in the  
77 surrounding area; and

78           **WHEREAS**, the proposed Class I Disposal Facility for Solid Waste on Heron's Glen  
79 property shall have a life span of 20 years as a public facility, and, therefore, the City Council  
80 deems it in the best interests of the citizens of the City to require the Owner/Developer enter into  
81 an operating agreement, renewable every 5 years to ensure that the Owner/Developer of the  
82 Disposal Facility and other public facilities on the Property remain compatible with other uses in  
83 the development and with uses in the surrounding area and will not adversely affect other  
84 proposed uses in the development or existing uses in the surrounding area; and

85           **WHEREAS**, the City Council finds and determines that the Second Amendment to the  
86 Heron’s Glen Planned Development Agreement and proposed Preliminary Site Plan are in the  
87 best interests of the health, safety, and welfare of the City; and

88           **WHEREAS**, the planning staff has reviewed the application, proposed Preliminary Site  
89 Plan, and Second Amendment to the Heron’s Glen Planned Development Agreement, and has  
90 recommended approval based on the City’s Comprehensive Plan and the technical requirements  
91 of the LDC, contingent upon a finding by the City Council regarding internal compatibility and  
92 compatibility with the surrounding area; and

93           **WHEREAS**, other staff of the City have determined that the Second Amendment to the  
94 Heron’s Glen Planned Development Agreement and the proposed Preliminary Site Plan are in  
95 compliance with the technical requirements of the LDC, subject to conditions; and

96           **WHEREAS**, the City has taken all actions relating to the proposed Second Amendment  
97 to the Heron’s Glen Planned Development Agreement and the proposed Preliminary Site Plan in  
98 accordance with the requirements and procedures mandated by State law and the LDC, including  
99 holding a duly noticed public hearing on the proposed changes and hearing testimony of staff,  
100 applicant, the expert testimony on behalf of the applicant, the expert testimony of the City’s  
101 Planner Consultant, and the public regarding the proposed changes; and

102           **WHEREAS**, the City Council finds that the Second Amendment to the Heron’s Glen  
103 Planned Development Agreement and proposed Preliminary Site Plan are consistent with the  
104 City’s Comprehensive Plan.

105           **NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE**  
106 **CITY OF MASCOTTE AS FOLLOWS:**

107 **Section 1.**     The recitals above are deemed to be the findings of the City Council.

108 **Section 2.**     The First Amendment to the Heron’s Glen Planned Development Agreement and  
109 the Preliminary Site Plan associated with said Amendment are hereby ratified and confirmed.

110 **Section 3.**     The Second Amendment to the Heron’s Glen Planned Development Agreement  
111 and its exhibits, attached to this Ordinance, are hereby approved by the City Council.

112 **Section 4.**     The Preliminary Site Plan associated with the Second Amendment to the Heron’s  
113 Glen Planned Development Agreement, attached to this Ordinance, is hereby approved by the  
114 City Council.

115 **Section 5.**     If future amendments to the Heron’s Glen Planned Development Agreement(s)  
116 are approved by City Council, they shall be approved at a duly noticed public hearing without  
117 necessity of passage of an ordinance.

118 **Section 6.**     If future amendments to the Preliminary Site Plan(s) are approved by City  
119 Council, they shall be approved at a duly noticed public hearing without necessity of passage of  
120 an ordinance.

121 **Section 7.**     Pursuant to the Land Development Code, final construction plans for the Heron’s  
122 Glen Development must be approved by City Council at a duly noticed public hearing.

123 **Section 8.** Severability. If any section, sentence, phrase, word or portion of this Ordinance  
124 or attachment hereto is determined to be invalid, unlawful or unconstitutional, said determination  
125 shall not be held to invalidate or impair the validity, force or effect of any other section,  
126 sentence, phrase, word or portion, of this Ordinance or attachment hereto not otherwise  
127 determined to be invalid, unlawful or unconstitutional.

128 **Section 9.** Conflicts. In any case where a provision of this Ordinance is found to be in  
129 conflict with a provision of any other ordinance of this City, the provision which establishes the  
130 higher standards for the promotion and protection of the health and safety of the people shall  
131 prevail.

132 **Section 10.** Effective Date. This Ordinance shall become effective immediately upon its  
133 passage and adoption.

134 First reading this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

135 Second reading, public hearing, and adoption this \_\_\_\_\_ day of \_\_\_\_\_,  
136 2011.

137 CITY OF MASCOTTE  
138

139 BY: \_\_\_\_\_

140 Jeff Krull  
141 Mayor

142 ATTEST:

143 \_\_\_\_\_

144 Michelle Hawkins, CMC  
145 City Clerk

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Please return to:  
Jim Gleason, City Manager  
City of Mascotte  
100 East Myers Boulevard  
Mascotte, FL 34753

SECOND AMENDMENT TO  
THE  
HERON'S GLEN PLANNED DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment") to the Planned Development Agreement Heron's Glen dated November 20, 2007 ("2007 Development Agreement"), adding a third plan option ("Third Plan Option") for the real property legally described on Exhibit "A" attached hereto and incorporated herein ("Property"), is made and entered into by and between CITY OF MASCOTTE, FLORIDA, a Florida Municipal Corporation (the "City" or "Utility"), and FLAGSHIP LAKE COUNTY DEVELOPMENT NUMBER 5, LLC, a Florida Limited Liability Company ("Owner" and/or "Developer") and/or its successors or assigns (collectively, the City/Utility and Owner/Developer may be referred to as the "Parties"). The Property is the subject of this Second Amendment to the 2007 Development Agreement. The 2007 Development Agreement and the First Amendment to the Heron's Glen Planned Development Agreement, dated May 6, 2009 ("First Amendment"), are hereby amended as follows:

**I. FINDINGS AND RECITALS:**

1. Pursuant to Section 4.13 of the Land Development Code, Owner, through its Agent (as defined below in paragraph 2.), has requested a second amendment to the 2007 Development Agreement, and proposed a Third Plan Option in lieu of its already approved PUD Preliminary Site Plan and Zoning Approval dated November 20, 2007, as amended with Council approval on May 6, 2009, and as extended (until May 4, 2012) with Council approval on July 15, 2009 ("Current Zoning Approval" or "Heron's Glen PUD"). A copy of the Council's July 15, 2009, extension of the Heron's Glen PUD and preliminary site plan until May 4, 2012, is attached hereto and incorporated herein as Exhibit "B."
2. The Owner has duly authorized Heron's Glen at Mascotte, LLC, a Florida Limited Liability Company, to act as its Agent for purposes of filing the application (dated August 17, 2011) to amend the Current Zoning Approval ("Amended Heron's Glen PUD"). Agency Authorization attached hereto and incorporated herein as Exhibit "C."
3. The development proposed for the Property under the 2007 Development Agreement, First Amendment, and this Second Amendment is referred to interchangeably as the "Development" and/or the "Project."
4. The economic recession has had a severe impact on Florida, Lake County and the City of Mascotte and has created a large number of undeveloped existing residential sites as well as vacant, recently constructed homes that have gone into foreclosure. Due to the large inventory of residences in the City, the first and second options (as memorialized in the 2007 Development Agreement and First Amendment) are potentially unmarketable and the Property undevelopable.

5. Since the first and second options may be unmarketable, the Owner/Developer of the Property desires to add the Third Plan Option that incorporates compatible public service facilities for a Class I Disposal Unit for solid waste management with environmentally safe waste disposal and waste minimization ("Facility"), methane gas recovery ("Methane Gas Recovery Facility"), recycling ("Recycling Area"), and wetlands and habitat preservation. The Third Plan Option will have significantly fewer homes and will continue to include park area and, where appropriate, boardwalks and trails, and will also include a sports complex and community park.

6. The proposed Third Plan Option creates strong economic growth for Mascotte and the surrounding community. The Facility and the Project's related compatible public facilities are expected to create direct and indirect employment for approximately 35 employees, thus creating jobs with associated direct and indirect spending throughout the immediate local community. The Third Plan Option creates an opportunity for the City to have a viable and sustainable business relationship with a private company that creates an immediate need for the connection by the City of Mascotte to a wastewater treatment system that will encourage stronger future commercial and economic growth in the City.

7. The Parties acknowledge that the City Council approved a traffic study conducted by HDR dated March, 2006. The proposed Third Plan Option involves less land density and therefore lowers transportation and school impacts associated with options one and two.

8. The Third Plan Option is consistent with the City's Comprehensive Plan in the following manner: (i) The Property, upon which the Third Plan Option would be developed, has a Future Land Use designation of "Community Mixed-Use" and an existing PUD zoning classification; (ii) The 2007 Development Agreement, First Amendment, and Current Zoning Approval were all approved by the City Council and found to be consistent with the City's Comprehensive Plan; (iii) The Third Plan Option is consistent with the intentions and definitions of Community Mixed-Use as defined in the City's Comprehensive Plan; (iv) The Third Plan Option is consistent with the City's Future Land Use Element Policies 1.1.2, 1.1.6, 2.1.6, 2.1.10, and 3.1.1.; (v) The Third Plan Option is consistent with the intentions and definitions of a PUD Community Mixed-Use ("PUD-CM"), as defined in the City's Land Development Code; (vi) The Third Plan Option is consistent with the intentions and definitions of a public/semi-public use as defined in the City's Comprehensive Plan and Land Development Code; and (vii) The Third Plan Option is consistent with the Sanitary Sewer, Water, Drainage, Recreation and Open Space, and Capital Improvement Elements of the City's Comprehensive Plan.

9. The Third Plan Option, together with its PUD-CM zoning, calls for a diversification of uses, structures, and open spaces, and allows development to occur in a manner compatible with existing and permitted land uses on abutting properties, with significant oversight by the State of Florida.

10. Through this PUD-CM Development Agreement and Preliminary Plan and Final Construction Plan approval processes, the Third Plan Option preserves the natural amenities and environmental assets of the land by encouraging the preservation and improvement of scenic and functional open areas. It provides a maximum opportunity for application of innovative concepts

of site planning in the creation of aesthetically pleasing living, recreational and park areas, and working environments on properties of adequate size, shape and location.

11. The City has complied with all notice requirements of its Land Development Code pertaining to Council approval of the Second Amendment, and the City Council hereby ratifies the 2007 Development Agreement and First Amendment. The "Planned Development Agreement" (collectively, the 2007 Development Agreement, First Amendment, and Second Amendment) is hereby deemed to be a Development Order of the City.

**II. CONSIDERATION:** In consideration of the matters set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend as follows:

1. **Incorporation of Recitals.** The above-referenced recitals are true and correct, and are incorporated herein.

2. The following is added to paragraph 3 of the 2007 Development Agreement and paragraph 2 of the First Amendment as a Third Plan Option for the Development:

A. Consistent with the PUD-CM zoning of the Property, the Third Plan Option to the Heron's Glen PUD shall include a mixture of uses: residential, recreational/park, open space, and compatible public/semi-public service facilities.

B. The Third Plan Option of the Heron's Glen PUD is depicted and described on the Preliminary Site Plan attached hereto as Exhibit "D" and incorporated herein by reference. The Preliminary Site Plan is divided into two parcels and shall consist of and include, but not be limited to, the following:

(1) **Phase I.A: Facility (Parcel 2).** Approximately 120 acres shall consist of a Facility for solid waste<sup>1</sup> with an administrative facility, scale house, stormwater ponds, leachate tanks, a maintenance building, internal roads, and other ancillary structures.

(2) **Phase I.B: Recycling Area (Parcel 2).** Approximately 1.7 acres shall consist of a recycling drop-off area designed to encourage citizen participation and foster community pride in recycling practices. The Recycling Area shall include receptacles appropriate for storing recycled materials. The Recycling Area shall be fully functional on the "Opening Date," which is the date when the Facility accepts its first delivery of solid waste.

(3) **Phase I.C: Community Convenience Area (Parcel 2).** Approximately .5 acres shall consist of a Community Convenience Area (i.e., a designated drop-off area for disposal of large items such as refrigerators, washers, dryers, furniture, etc., by Mascotte citizens.) The Community Convenience Area shall be located for easy access by Mascotte citizens during

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<sup>1</sup> For purposes of this Second Amendment, the term "waste" means all solid waste (as defined under Florida law) accepted for disposal within the initial permitted in-place capacity at the Facility above the top of the liner systems and below the permitted cap, but specifically excluding (i) soil and chemicals utilized as daily cover; (ii) all fill material used as protective cover over the synthetic liner; (iii) all beneficial reuse materials; and (iv) all material transferred from one portion of the Facility to another, if any.

normal work hours of the Facility. The Community Convenience Area shall be fully functional on the Opening Date.

(4) Phase I.D: Sports Park (Parcel 1). Approximately five (5) acres shall consist of a Sports Park with competition quality league fields for adult and youth baseball/softball and soccer or football fields and a picnic and playground area. No less than two (2) baseball/softball fields and at least one (1) soccer or football field shall be constructed.

a. Also included shall be:

- i. sufficient parking for the Sports Park, pursuant to the Land Development Code;
- ii. at least one (1) concession stand;
- iii. public restrooms;
- iv. playground with equipment;
- v. storage rooms;
- vi. dugouts;
- vii. bleachers;
- viii. office space for one City staff member; and
- ix. at the option of the City, outdoor lighting so that games can be played in the evenings, consistent with subsection e. below.

b. The Sports Park shall also include a covered picnic area for rain and lightning protection, a picnic grill (e.g., cast iron barbeque park grill with attached grate, in-ground post and 250 square inches of cooking area), and a playground.

c. The Sports Park, which shall be located near the main entrance of the subject property for convenient ingress and egress, are further described and depicted on the Preliminary Site Plan attached as Exhibit "D."

d. Landscaping and tree placement, retention, lighting, and mitigation in the Sports Park shall be consistent with standards of the City and the Land Development Code.

e. During final construction plans for Phase I, or at the time of the pre-construction conference pursuant to Section 4.7.C.1 of the Land Development Code, the City has the option of requiring that outdoor lighting be installed for the Sports Park. If the City elects to have outdoor lights installed, the costs to plan, construct, and install such lights shall be deducted from the Hosting Fees (as defined and described in paragraph 8.) in year three (3) and year four (4).

f. The Sports Park and all amenities shall be designed and constructed in accordance with the standards and specifications as directed by the City. The specifications and standards required by the City shall be commensurate with those standards and specifications typical in Central Florida for comparable municipal Sports Parks.

g. Certificates of occupancy for the Sports Park shall be issued, and the Sports Park shall be fully operational prior to, or no later than the Opening Date of the Facility. However, should the Opening Date of the Facility be delayed by the inability to connect

to the City of Leesburg's sewer connection, or by Acts of God, riot, strikes, material shortages, weather disturbances, war, terrorism, civil disobedience, or events of a similar nature, or other delaying conditions beyond the control or responsibility of the Owner/Developer or the City, the Owner/Developer may request an extension of time, which extension may be granted by City Council, so long as the Owner/Developer has (1) proceeded with due diligence and in good faith; and (2) conditions have not changed so substantially (i.e., a "substantial change") as to warrant an application by Owner/Developer for amendments to this Second Amendment and the approved final construction plan. For purposes of this paragraph, the term "substantial change" means (1) a change in use to one that is not currently described in this Second Amendment; (2) a reduction in the payments or contributions to the City associated with the Sports Park; (3) a material change to the provisions agreed to herein relating to the Sports Park or other related property which will be transferred to the City under the terms of this Second Amendment; (4) changes which create a conflict or inconsistencies with the conditions of this Second Amendment; (5) changes which will make it impossible for Owner/Developer to comply with the Land Development Code which the Owner/Developer is required to follow.

h. The Owner/Developer shall be responsible for maintenance, costs, and upkeep of the Sports Park for a period of three (3) years from the date the Sports Park opens. On the third anniversary of said opening, the Owner/Developer shall dedicate the Sports Park to the City in fee simple under the terms and conditions of this Second Amendment.

(5) Phase 1E.: - Temporary Staging Area (Parcel 2). The Owner/Developer shall provide a free temporary staging area for storm-generated waste from the City of Mascotte after significant storm events such as hurricanes and other severe weather events. However, all subsequent handling, transportation and disposal of such material shall be subject to an appropriate fee schedule. The temporary staging area shall be fully functional and available on the Opening Date.

(6) Phase II.B: Residential (Parcel 1). Approximately 15.3 acres shall consist of a residential component, with three small parks for use by the residents, as depicted on Exhibit "D."

a. A maximum of 140 residential units shall be allowed. The First Amendment will govern all design guidelines for the residential portion of the Development.

b. Should application for a final construction plan approval for this phase be delayed by the inability to connect to the City of Leesburg's sewer connection, or by Acts of God, riot, strikes, material shortages, weather disturbances, war, terrorism, civil disobedience, or events of a similar nature, or other delaying conditions beyond the control or responsibility of the Owner/Developer or the City, the Owner/Developer is permitted to amend this Second Amendment and the associated use in Phase II.B., as appropriate.

c. In the residential area, special attention shall be given to screening and buffering light and noise from adjacent residents and any wetland and wildlife preservation areas.

d. Pursuant to the Land Development Code, and in compliance with all procedures therein, a mandatory homeowner's association shall be created by the Owner/Developer. At the time of application of final construction plan approval of Phase II, the Owner/Developer shall submit to the City the declaration of covenants, conditions, and restrictions (CCRs) for review and approval by the City during the final construction plan process. The CCRs shall establish a funding source, and the homeowners association shall have all powers necessary to ensure long-term continual maintenance and perpetual ownership of the following within Phase II: internal private roads; private gate if desired; sidewalks; common areas; three small parks depicted on Exhibit "D"; stormwater management facilities within Phase II; streetlights; and, any landscaped islands or medians.

e. Consistent with City's Land Development Code and Chapter 177, Florida Statutes, the Owner/Developer shall submit an application for plat approval simultaneous with the application for final construction plan approval for Phase II.

C. The Third Plan of the Heron's Glen PUD shall also consist of the following phases, for which future Preliminary Site Plans shall be submitted for approval:

(1) Phase III: Methane Gas Recovery Facility (Parcel 2): The Heron's Glen PUD shall, when economically viable, include a methane gas recovery facility. This facility shall be constructed as business conditions allow. Owner/Developer shall notify the City when methane gas recovery technology becomes economically viable. When the facility is constructed, the Owner/Developer will work with the City to convert methane gas for the City's use as gas or electricity, at an agreed upon price, if any, to the City. The Owner/Developer will also attempt to use said gas to support local businesses or City residences.

(2) Phase IV: Wildlife Habitat Area and Wetlands (Parcel 1): The Heron's Glen PUD includes approximately 100 acres of wetlands and open space, of which approximately 45.4 acres lies on Parcel 1, shown on Exhibit "D" as "Wetlands/Nature Preserve." The 45.4 acres of wetlands shall be converted by Owner/Developer to a Wildlife Habitat Area. At the closure of the Facility, the Owner/Developer shall make the Wildlife Habitat Area accessible to the public, and the Owner/Developer shall provide a Nature Walk and bird viewing area with benches, trails, boardwalks and paths (where appropriate), a parking area for automobiles and bicycles (as required by the Land Development Code), and an observation deck and a kiosk informing the public about wetlands, animals, and vegetation residing therein. To ensure public accessibility, the Wildlife Habitat Area shall be subject to access restrictions as may be required by the State to ensure its long-term protection.

D. A table summarizing the mix of land uses and approximate acreage for each category is as follows:

Description	Land Use Category	Acreage
Residential Units	Residential, Open Space	15.3
Class I Disposal Unit, Landfill Administration and Scale house, SW Ponds, Leachate Tanks, Maintenance Building, Internal Roads and other ancillary structures.	Compatible Public Services Facility	119.9
Convenience Drop-off Facility	Compatible Public Services Facility	0.5
Recycling Facility	Compatible Public Services Facility	1.7
Methane Gas Recovery Facility	Compatible Public Services Facility	1.1
Sports Park	Recreational Facilities	5.0
Wildlife Habitat Area, Wetlands, Ponds, Buffers and Transition Areas	Conservation; Passive Park Areas	101.5
<b>Total</b>	<b>Community Mixed Use</b>	<b>245.0</b>

E. All houses, buildings, pavilions, drop off and recycling areas will have a matching theme that will be consistent throughout the Development.

F. Subject to obtaining all permits required to construct and operate the Facility, the date of development of Phase I (Facility, Recycling Area, Community Convenience Area, Sports Park, and Staging Area) and issuance of certificates of occupancy associated therewith is anticipated to be 12 to 36 months from the date upon which this Second Amendment is approved by the City Council.

G. The submittal of a preliminary site plan for each phase of the PUD will be consistent with all conditions of this Second Amendment.

H. If there are substantial changes between any approved preliminary site plan prior to final construction plan approval or between any approved final construction plans and the issuance of any building permit, the preliminary site plan or the final construction plan and this Second Amendment must be amended as approved by City Council in a public hearing. For purposes of this Second Amendment, the term "substantial change" means: (1) a change in use to one that is not currently described in this Second Amendment; (2) a reduction in the payments or contributions to the City; (3) a material change to the provisions agreed to herein relating to property which will be transferred to the City under the terms of this Second Amendment; (4) changes which create a conflict or inconsistencies with the conditions of this Second Amendment; (5) changes which will make it impossible for Owner/Developer to comply with the Land Development Code which the Owner/Developer is required to follow.

I. The parties recognize that all final construction plans for all phases of PUD's are required to come to Council for approval.

3. Should the Owner/Developer elect to develop the Property under the Third Plan Option provided by this Second Amendment, paragraph 8 of the 2007 Development Agreement is amended to read as follows:

City of Mascotte Conditions of Approval.

A. Development of the Facility as described in this Second Amendment is conditioned upon the Owner/Developer obtaining all necessary permits and approvals from the "Regulatory Agencies," which may include the Florida Department of Environmental Protection ("FDEP"), St. John's River Water Management District ("SJRWMD"), U.S. Army Corp of Engineers ("USACOE"), Florida Fish and Wildlife Conservation Commission ("FFWCC"), the U.S. Fish and Wildlife Service ("USFWS") or any other agency having jurisdiction to approve the Development. Acreage calculations, exact building footprint locations, waste disposal limits, stormwater pond size and locations, wetland buffers, and other proposed structural data will not be finalized until all permits and approvals are obtained by the Owner/Developer from the appropriate governing/regulatory agency.

(1) Effective Date; Recordation. The Effective Date of the First Amendment and Second Amendment shall be the date(s) when both Parties signed or have signed each respective agreement after City Council approval. If the respective agreements are signed in counterparts, the Effective Date shall be the last date of execution by Parties. Within fourteen (14) days after execution by the City Manager, the Owner/Developer shall reimburse the City for the cost of recording this Second Amendment in Lake County, Florida. Prior to recordation, the Owner/Developer shall pay all reasonable outstanding fees owed to the City related to City staff's and consultants' review and inspection specifically associated with the Preliminary Site Plan, final construction plan, and this Second Amendment.

B. Lakes, Conservation, Stormwater Ponds, and Wetlands.

(1) The classification labels and descriptions pertaining to the parcels and the locations of the lake/conservation/stormwater areas depicted in the Preliminary Site Plan are not final until permitted and approved by all agencies having jurisdiction to approve the Development. Owner/Developer shall provide the permits for approved final, permitted locations, state-imposed conditions, design, and plans upon submittal of the final construction plan application.

(2) The Parties acknowledge that portions of the conservation/preservation and open areas shown on the Preliminary Site Plan are identified as wetlands. Owner/Developer may use or develop wetlands provided that such use and development is in compliance with all federal, state, county, City, water management district, and other applicable regulations. Compensatory mitigation may be required by the State for any primary and or secondary impacts to related transition areas. Such mitigation requirements shall be provided to the City upon submittal of the final construction plan application. Owner/Developer shall be responsible for the maintenance and management of all wetlands. The Preliminary Site Plan, attached hereto as Exhibit "D," includes a preliminary delineation of the on-site upland wetland boundary. Consistent with the Conservation Element of the City's Comprehensive Plan, the final delineation approved by FDEP, SJRWMD and USACOE shall be provided as part of the final

construction plan submittal. This determination will include the identification of wetland types, values, functions, size, conditions and specific location of the wetlands on the site. Environmentally sensitive areas shall be surveyed and staked and shown on the final construction plans. An environmental impact assessment shall be performed for significant or ecologically fragile areas and submitted to the appropriate regulatory agency for review and approval as part of the final construction plan submittal process.

(3) All wetland mitigation requirements of the State shall be identified in the final construction plan application or at a later point in time if such mitigation has not been identified at the time of the final construction plan process.

C. Recreation and Parks.

(1) Sports Park. Consistent with the City's Comprehensive Plan, the Owner/Developer is required to create a minimum of 5.0 acres for an on-site park as provided herein, which shall be open to the public. The on-site park is consistent with the Recreation and Open Space Element of the Comprehensive Plan. The park shall be located near the main entrance of the subject property on the east side of the Development. The Owner/Developer is also required to provide three small parks for use by the residents of Phase II when developed. The Parties agree that the Owner/Developer is therefore creating more than the minimum acreage for recreation and parks required by the Comprehensive Plan and is, therefore, vested from any further requirements to provide recreation and parks.

(2) Wildlife Habitat Area and Wetlands.

a. Wildlife Habitat Area. The layout, improvements, any landscaping, tree placement, retention, and mitigation shall be specified in the final construction plan for the Project and shall comply with City standards and the Land Development Code.

D. Open Space. Subject to changes which may result from obtaining appropriate permits, approximately forty-seven percent (47%) of the gross land area within the Heron's Glen PUD consists of wetlands, natural, undisturbed wildlife area, parks and passive recreation facilities, stormwater ponds, and buffer areas. The Facility portion of Parcel 2 will become open space upon closure.

E. Police, Fire, Parks, Recreation and Other Services. The Owner/Developer shall be subject to the City's impact fees as they may be amended from time to time, imposing impact fees for police, fire, parks and recreational facilities and equipment, and other services. In addition, school impact fees and additional impact fees which may be adopted in the future on all land within the City will be paid consistent with the applicable ordinance.

F. Roadways and Transportation.

(1) Smith Road. The City shall not be obligated to furnish any right-of-way ("ROW") funds or materials whatsoever for the construction, or improving of Smith Road, or for any other improvement along Smith Road of any nature whatsoever. The Owner/Developer shall be responsible for making all improvements to and along Smith Road. For purposes of this Second Amendment, "improvements to and along Smith Road" shall mean a paved roadway

(including a bicycle travel lane for bikes pursuant to minimum County standards), street signs, directional signs, any traffic control signs and devices, grassed utility strip, sidewalk and streetlights beginning at County Road 33 and ending at the westernmost edge of the entrance to the Property.

a. The City recognizes that the Owner/Developer is using its best effort to acquire additional ROW along property owned by Beck (the "Beck Property"). Until such time as the ROW along the Beck Property is acquired, the City agrees that Smith Road will be paved only in those sections for which ROW has already been obtained. However, prior to the Opening Date of the Facility, the Owner/Developer shall have obtained all necessary ROW access for paving, including access for utilities, along that segment fronting the Beck Property in compliance with County standards..

b. Smith Road shall be dedicated to public use unless it is determined that Smith Road has already been dedicated by operation of law pursuant to § 95.361, Fla. Statutes. Conditioned upon approval by Lake County, the City agrees to accept responsibility and maintenance of Smith Road from Lake County at Developer's expense from CR-33 to the Project's entrance. If the City assumes maintenance responsibility of Smith Road, then any improvements to and along Smith Road must also meet City standards if said City standards are more stringent than County standards. If the City takes over maintenance and responsibility for Smith Road as provided herein, Owner/Developer shall provide a maintenance bond for the Facility's operational period.

c. The Owner/Developer shall provide street lighting along Smith Road. The Owner/Developer shall pay for all applicable street lighting as approved in the final construction plan and shall be responsible for maintenance and operation of the street lighting.

(2) Internal Roads. All planned internal roads are designed to provide free movement for safe efficient use within the Development. No through traffic will be allowed. Roads will be designed to provide access to each of the land uses including associated parking, loading and unloading areas. The City and other government agencies, enforcement, public and utility service personnel, and vehicles, shall be allowed access onto any private right-of-way. The Owner/Developer or homeowners association must also provide the City and any other government agency a mechanism to access any gated facilities on the Property.

(3) Internal Street Lighting. The Owner/Developer shall provide street lighting internal to the Project. Street lighting will be a type and design that will have minimum impact to wildlife while not posing a safety issue or concern to residents of the Project.

(4) Internal Traffic Circulation Plan During Construction. Owner/Developer agrees it will provide, at its sole expense, a traffic circulation and staging plan reasonably acceptable to the City prior to commencement of construction of the Project and any off-site improvements, which plan must minimize construction impacts on any property owners adjacent to the Project or travelers on the roadways.

G. Construction Buffering. Unless otherwise required by the State, and if the State requirements are the same, or less restrictive, upon commencement of construction of the Project, Owner/Developer shall immediately install silt construction screening fence to screen the Project from adjacent property owners or the public and will remove said fence upon receiving a certificate of occupancy.

H. Operating Agreement between Owner/Developer.

(1) No later than twelve (12) months after the Owner/Developer receives the necessary permits from the State to operate a solid waste landfill on the Property, the City and Owner/Developer shall enter into a five-year Operating Agreement. The Agreement may include, and not be limited to:

- a. Provisions for scheduled inspections of the Facility by the City to determine continued compliance with this Second Amendment and the Final Construction Plans.
- b. Provisions requiring periodic testing to assess the quality of vegetation associated with the wetlands, to ensure the state water quality standards of the wetlands continue to be met, and that the activities on the subject property do not cause adverse impacts on the functions of the wetlands.
- c. Provisions to review continued compliance in the last five years with the City's Code and Land Development Code.
- d. Provisions relating to code enforcement issues in the last five years, City's accessibility to the Property, and assessment of frequency of code enforcement actions brought against the Owner/Developer; whether the Owner/Developer has been found to be in violation of the Code or Land Development Code; whether the Owner/Developer has timely complied with any code enforcement orders finding violations; and whether code enforcement fines have been imposed.
- e. Provisions to determine whether any legal action has been brought against the Owner/Developer in the last five years by the state, federal, county, or the City relating to the Facility or the Property.
- f. Provisions to determine if the State has conducted inspections or evaluations on the Facility or Property prior to the expiration of the State 5-year permit.
- g. Provisions to determine whether the landscape and buffering requirements imposed in this Second Amendment or the Final Construction Plan are sufficient to provide adequate vertical buffering and continued compatibility with adjacent land uses.
- h. Provisions to determine if the Owner/Developer has adequately maintained Smith Road improvements in the previous five-year period.

i. Provisions to determine whether the use of the Facility remains compatible with the surrounding properties.

j. Provisions to determine if the Facility and the Property remain in compliance with all state and federal regulations.

(2) After the initial Operating Agreement has been approved by the City Council, which approval shall be given without a public hearing, the Operating Agreement shall expire twelve (12) months after the State (FDEP) permit expires in five years.

(3) The Owner/Developer shall apply to the City for renewal of the Operating Agreement at least ninety (90) days prior to the expiration of the Operating Agreement. As part of its application, the Owner/Developer shall demonstrate to the City whether it: (i) proposes no changes be made to this Second Amendment or the approved Final Construction Plan; and (ii) whether there have been any compliance or enforcement issues since approval of the Final Construction Plan. The Owner/Developer shall also address all requirements of the Operating Agreement and its compliance therewith.

(4) Minor fee for renewal of Operating Agreement. If no changes to this Second Amendment or the Final Construction Plans must be made, and if the City verifies that there have been no compliance or enforcement issues in the last five years and that all requirements of the Operating Agreement have been met in the last five years to the City's satisfaction, the Owner/Developer shall only be required to pay a minor Operating Agreement renewal fee, to be set by the City Council by resolution as may be amended from time. City Council shall approve the renewal of the Operating Agreement, as it may be amended, without a public hearing

(5) Major fee for renewal of Operating Agreement. If changes must be made to this Second Amendment or the Final Construction Plan, if there have been compliance or enforcement issues, or if the requirements of the Operating Agreement have not been addressed or met to the City's reasonable satisfaction, then the Owner/Developer shall be required to pay a major fee for renewal of the Operating Agreement, to be set by the City Council by resolution as may be amended from time. In addition to any public hearings to amend the Development Agreement or Final Construction Plan, at a public hearing City Council may: (i) approve 5-year renewal of the Operating Agreement; (ii) approve 5-year renewal of the Operating Agreement with additional conditions; (iii) disapprove the renewal of the Operating Agreement, at which time the operation of the Facility shall cease on a date to be set by City Council.

4. The following is added to the 2007 Development Agreement:

Landscaping and Buffering. All landscaping shall comply with the landscape and buffer requirements as set forth in Article VI of the City's Land Development Code, provided that no future landscape and buffer ordinances enacted by the City would have the effect of downzoning the density and intensity entitlements under the Planned Development Agreement and Current Zoning Approval. Consistent with Policy 1.4.6 of the Potable Water Sub-Element of the City's Comprehensive Plan, fifty percent of the landscaping will be drought tolerant plant material. A combination of shrubs and trees will be used and located to compliment planned buffers and existing natural vegetation. To complement existing natural vegetation, and to enhance buffering,

landscaping shall be placed around the perimeter of the Property and the Facility, as well as in and around internal development areas and include layouts for parking areas, buffers, screens, and building perimeters. Irrigation systems shall also be installed to ensure the long-term viability and growth of the proposed landscaping. All planted vegetation and trees which die within twelve months after the certificate of occupancy is issued shall be immediately replaced by the Owner/Developer.

A. Detailed landscaping plans will be provided as part of the final construction plan for each Phase. At a minimum the landscaping plans shall include the following:

- Full size plan sheets illustrating the type and location of the design plantings.
- Shall label shrubbery by common name.
- Show the distance between plants and indicate the height at the time of planting and expected mature height and width.
- Label trees by common name.
- Show the circles of the mature crowns (major trees shall be drawn at diameter + thirty (30) feet; dwarf or decorative trees shall be drawn at their actual mature crown), and indicate the height at the time of planting.
- A table indicating buffer type, plant type, plant quantity and size at time of planting shall be included on the plan.
- Detailed irrigation plan.
- Be prepared by a person registered as a landscape architect and all landscape plan sheets shall be signed and sealed.

B. A tree survey shall be performed and submitted as part of the final construction plan for each Phase. The tree survey shall be overlaid on the final construction plan to show trees in relation to proposed improvements. All trees proposed for removal shall be indicated on the landscaping plan. Replacement trees shall be integrated into the proposed landscaping plan in accordance with Article VI of the City's Land Development Code in force as of the date of this Second Agreement. No tree/landscape-related ordinances enacted by the City in the future can downzone the density and intensity entitlements under the Planned Development Agreement and Current Zoning Approval.

5. The following replaces paragraph 11 of the 2007 Development Agreement:

Water.

A. Potable water shall be provided from the City's potable water system. Each structure requiring potable water shall be required to connect to such potable water system. The Owner/Developer shall fund and construct the offsite and onsite facilities needed for the potable water system, provided, however, if the City elects to oversize any of the facilities to prepare for provision of water to other lands or persons, the City shall pay the cost of material for such oversizing. Further, the City and the Owner/Developer may enter into a pioneer extension utility agreement to provide for reimbursement to the Owner/Developer of line extension and other offsite capital costs, in the event other persons or properties connect to lines extended or constructed by the Owner/Developer.

B. The City shall reserve potable water in sufficient capacities to serve the Development, and the Owner/Developer shall be required to pay applicable impact fees for potable water provided, however, that the Owner/Developer shall receive credit against impact fees for all funds expended in connection with off-site construction needed for the potable water system.

C. The Parties agree that the City will provide and the Owner/Developer may obtain reclaimed water and irrigation water service for the Property where and when reasonably available and economically feasible, subject to the City Consumptive Use Permit from the SJRWMD and subsequent agreement between the City and the Owner/Developer.

D. The Parties recognize that the City's Land Development Code requires that all users of water within the City's jurisdictional boundaries must connect to the City's water system. However, the City agrees to allow irrigation wells (non-potable water) for the compatible public services facilities (e.g., Facility and related compatible public facilities, etc.) for irrigation, dust suppression, fire control and other similar functions if use of City's water service is not feasible or available for these functions. It is anticipated that any irrigation wells on the Property would be centrally located high volume water wells, subject to all state, federal, and local permitting requirements. If the Owner/Developer obtains a Consumptive Use Permit for non-potable water, the Owner/Developer shall work with the City so that it does not negatively affect the City's Consumptive Use Permit. A final decision regarding whether the Owner/Developer shall use the City water system or must obtain a Consumptive Use Permit for non-potable water shall be made at the time of approval of the final construction plan, or earlier if possible.

E. All necessary easements for the City's potable water system together with the points of connection to the existing water and any wastewater systems, shall be depicted on all final construction plan. The Owner/Developer shall cooperate with the City in the execution of any bills of sale and recordable documents pertaining to the easements and water system.

6. The following is added to paragraph 12 of the 2007 Development Agreement, as part of the Third Plan Option for the Development:

Wastewater. The proposed method and source of sewer for the Project shall eventually be served by a wastewater provider. On an interim basis, the Owner/Developer may construct and use no more than five (5) septic systems, to be built and constructed in accordance with State Law, to serve all Project uses. Consistent with Policy 1.1.1 of the Sanitary Sewer Element of the Comprehensive Plan, the Owner/Developer shall install dry lines for all structures as shown on the final construction plan for Phase I.

A. Leachate from the Facility will be collected and pumped to storage tanks. The leachate would then be pumped to the closest wastewater collection system lift station once available. On an interim basis, and until such time that a central wastewater collection system is made available by a wastewater provider, the leachate may be transported by a tanker truck to an acceptable waste water treatment plant.

B. When a central wastewater collection system is made available by a wastewater provider, all design, permitting, and costs associated with the sewer lateral(s) connecting the

development site to the nearest sewer line or lift station shall be the sole responsibility of the Owner/Developer.

C. The Owner/Developer shall meet all requirements from all applicable agencies for the design, construction, and maintenance of the sewer lateral(s).

D. At the time of connection of the Owner/Developer's sewer lateral(s) to the sanitary sewer system, the Owner/Developer shall pay all prevailing fees as required by wastewater provider or the City.

E. Before the Owner/Developer uses the sanitary sewer system, all improvements made by the Owner/Developer within the right-of-way, at the wastewater provider's option, shall be transferred to ownership by the wastewater provider. All on-site improvements, including lateral(s), shall be transferred to the wastewater provider with a bill of sale. The Owner/Developer shall provide a utility easement in a form acceptable to the City's Attorney for all transferred on-site improvements.

F. All necessary easements for the sanitary sewer system shall be depicted on final construction plans as appropriate. The Owner/Developer shall show the points of connection to the water and wastewater systems. The Owner/Developer shall cooperate with the City in the execution of any recordable documents pertaining to the easements and sanitary sewer system.

7. The following is added to the 2007 Development Agreement as part of the Third Plan Option for the Development:

**Setbacks; Solid Waste Regulation.**

A. Setbacks and buffer requirements (transition areas) for the Facility are governed by FDEP Solid Waste Regulations, 62-701 F.A.C. Under the FDEP and SJRWMD Environment Resource Permitting program, additional setbacks and buffers are required around wetlands, water bodies, and environmentally sensitive areas. The setback requirement of the State shall be included in the final construction plan for Phase I.

B. Any internal setback requirements not governed by the State shall be subject to the setback requirements of Chapter 3 of the City's Land Development Code. Residential and non-residential setbacks required for non-PUD residential and non-residential development shall be utilized. All proposed building setbacks shall meet or exceed the required residential and non-residential setback requirements of the Land Development Code, as depicted on the Preliminary Site Plan attached hereto as **Exhibit "D."**

C. The City recognizes that the final design and construction of the compatible public services facility of the Project are under the ultimate regulatory authority of the State. A copy of all state and federal permits shall be submitted to the City prior to approval of the final construction plan for Parcel 2 - Phase I. The City recognizes that the detailed design, construction and operational aspects of the Facility will not be included in the Final Site Construction Plan for Phase I. The Owner/Developer shall provide the City staff with all detailed design, construction, and operational plans which are approved by the State. The City agrees that the detailed design, construction, and operational plans approved by the State do not require any

additional City approvals and/or public hearings, unless the plans approved by the State result in a substantial change, as defined herein, in this Agreement or the approved Preliminary Site Plan for Phase I. In addition, the City staff is permitted to review the final landscape plans to ensure that the final landscape plan is consistent with the specifications in this Second Amendment.

D. The Owner/Developer shall ensure that a scale house attendant is present on the site during normal business hours of the Facility. The scale house attendant shall be equipped at all times with radio contact. The scale house shall be positioned to allow observation of all incoming and exiting traffic. Warning signs shall be posted. The Owner/Developer shall provide a security plan which is in compliance with applicable requirements of the FDEP Solid Waste permit and will be incorporated into the Operations Plan for the Facility. The security plan shall be made part of the final construction plan.

8. The following is added to the 2007 Development Agreement as part of the Third Plan Option:

**Owner/Developer Payments and Contributions.**

A. Hosting Fees. The Owner/Developer shall pay a hosting fee during the first four years in the amount of \$.50 per ton for waste actually disposed of at the Facility, commencing on the Opening Date of the Facility. Beginning the fifth year after the Opening Date of the Facility, the Owner/Developer shall pay to the City \$1.00 per ton until the Facility is completely filled or rendered unusable.

(1) Host fee payments shall be made by Owner/Developer on a quarterly basis, in arrears, on or before the last day of the first month following the quarter for which the host fee is due and shall be accompanied by reasonably detailed back-up information calculating the amount of such payment. The Owner/Developer shall make payment by checks payable to the City of Mascotte and delivered to the City Manager. The hosting fees shall be used at the City's sole discretion.

(2) Annual Independent Audit. Annually, beginning 12 months after the Opening Date, the records of the Owner/Developer shall be subject to inspection by an independent auditor selected by the City to verify that the hosting fees paid to the City are commensurate with the volume of solid waste disposed of at the Facility during the previous 12 months. The Owner/Developer shall make such records available to the auditor during reasonable business hours and upon reasonable notice to the Owner/Developer.

a. The Owner/Developer shall reimburse the City up to \$5,000 per year as a partial payment for the independent audit. Such payment shall be made to the City within 30 days of the date when the City notifies the Owner/Developer that the payment is due.

b. If the auditor finds that the City did not receive the entire amount of hosting fees due, the City shall so notify the Owner/Developer, and the Owner/Developer (upon confirming such error) shall send the City the amount due within 30 days of the date of notification by the City, or with the next quarterly payment for hosting fees, whichever is sooner.

B. Economic Development Fee. No later than 150 days from the date when City Council approves this Second Amendment to the 2007 Development Agreement, Preliminary Site Plan, and amendment to the Current Zoning Approval ("City Council's Approval") the Owner/Developer shall pay \$200,000 to the City ("Economic Development Contribution Fee"), provided that the Owner/Developer is under no obligation to pay any portion of the Economic Development Contribution Fee until all of the following have occurred: (i) any and all applicable periods to judicially or administratively challenge the City Council's Approval have expired; (ii) any legal causes of action which are filed challenging the City Council's Approval are dismissed with prejudice; and, (iii) the City Council's Approval is upheld by a court of law and the appeal time to challenge the court's decision has expired ("Litigation/Appeal Expiration"). Assuming the Litigation/Appeal Expiration criteria has been met, the Owner/Developer shall also pay an additional annual payment of \$50,000.00 commencing on the anniversary date of the first payment to the City until the Opening Date of the Facility ("Additional Economic Development Contribution Fee"). In no event shall the total economic development contribution fee (i.e., Economic Development Contribution Fee and Additional Economic Development Contribution Fee) under this paragraph 8.B.(1) exceed \$400,000. Economic development contribution fees paid under this paragraph 8.B.(1) shall be credited toward the Hosting Fees beginning the third year after Opening Date of the Facility, at the amount of \$40,000.00 per year, with no interest.

C. Discounted Disposal Cost. Until the landfill is completely filled or rendered unusable, the Owner/Developer shall provide solid waste disposal for the City of Mascotte and its citizens and businesses at \$20 per ton until the Facility is completely filled or rendered unusable. If necessary, a method of verification will be developed with the City staff prior to the commencement of operations at the Project.

D. Contributions for Annual Community Event. The Owner/Developer agrees that, until the Facility is completely filled or rendered unusable, it will make annual contributions to the City in the amount of \$15,000 to be used to fund one or more City-sponsored community events, which event(s) shall be chosen by the City. This contribution will be earmarked for City of Mascotte Community Event(s) and shall be made payable by checks to the City of Mascotte and delivered to the City Manager on October 1 of each year, commencing after the Opening Date.

E. Contribution for Wastewater Treatment System. The Owner/Developer shall make a contribution in the amount of \$1,000,000.00, provided that this \$1,000,000.00 contribution shall be made in the following manner and subject to the following requirements: (i) \$250,000 paid within 60 days of confirmation that all permits and plans are issued and approved authorizing the construction of the wastewater treatment connection to the City of Leesburg and verification that sufficient capacity exists to serve the Facility over its operational life; (ii) \$250,000 paid within 90 days after construction of the wastewater treatment connection system has commenced; and, (iii) \$500,000 paid within 90 days after construction of the wastewater treatment connection system has been finalized and the system has been cleared by the appropriate regulatory authority for service and operation.

F. "Completely filled or rendered unusable." When used in this Second Amendment, the term/phrase "completely filled or rendered unusable" means such time as the

Facility is: (i) closed by the Owner/Developer; (ii) completely filled and can no longer be used as a Facility, pursuant to State law; or (iii) otherwise rendered unusable by reason of a lack of or withdrawal of a required license, permit, consent or other approval of any federal, state or local government or by reason of any action by a court of any administrative order, ruling or proceeding; provided, however, that if the Facility is thereafter reopened, then the obligation to pay host fees in the amount of \$1.00 per ton, annual contribution for a City community event, and discounted disposal costs shall recommence effective upon reopening.

G. Sports Park Contributions.

(1) Cash Contribution for City Employee. As a contribution for a City employee to oversee the operation and maintenance of the Sports Park, the Owner/Developer shall pay \$30,000.00 to the City within 30 days of the Opening Date. Annually thereafter, the Owner/Developer shall pay an additional payment of \$30,000.00 commencing on the second anniversary date of the first payment (i.e., payment no. 2) and second payment (i.e., payment no. 3 or final payment). In sum, three annual payments, for a total of \$90,000, shall be made.

(2) Transfer of Sports Park Property to City. On the third anniversary of the Sports Park opening, the Owner/Developer shall convey the Sports Park (referred to in this subsection as "Sports Park Property") to the City of Mascotte, in fee simple.

a. The instrument of conveyance shall transfer all of Owner/Developer's right, title and interest in and to the Sports Park Property and Owner/Developer's interest in and to all riparian rights, improvements, approvals, permits, fixtures, easements, rights-of-way, licenses, privileges, tenements and appurtenances belonging or appertaining to the Sports Park Property, including without limitation of the foregoing, all right, title and interest of Owner/Developer in and to any land lying in the bed of any alley, road, or parking areas.

b. Title to be Conveyed. Owner/Developer shall convey to City marketable, fee simple title to the Sports Park Property, free and clear of all liens and encumbrances, except for the lien of taxes not yet due and payable, and easements, restrictions and reservations of record acceptable to the Buyer. Conveyance shall include easements for ingress and egress on said Sports Park Property, which access is insurable under the title policy called for herein.

c. Survey and Legal Description.

i. At least two months prior to the closing date, Owner/Developer shall obtain and deliver to the City (referred to in this subsection as "Buyer") five (5) certified copies of a boundary survey of the Sports Park Property in accordance with § 627.7842, Fla. Stat., including a tract legal description and a metes and bounds legal description of the Sports Park Property and a certification of the acreage thereof. The survey shall show any easements, encroachments or overlaps on the Sports Park Property, and all matters affecting title set forth in the title commitment obtained pursuant to the paragraph below entitled Evidence of Title. The survey shall also show the relationship of the Sports Park Property to adjacent parcels and the location of an ingress and egress access easement to

the Sports Park Property. It shall also be accompanied by a surveyor's certificate in a form reasonably acceptable to Buyer, and the title company.

ii. Any potential title or survey objections discovered by surveyor as field work progresses shall immediately be brought to the attention of Buyer and Owner/Developer. Survey objections shall be treated in the same manner as objections based on title defects as specified herein.

iii. The Buyer shall have fifteen (15) business days from receipt of the survey required above within which to examine the survey and legal description provided pursuant to this subsection and to notify Owner/Developer if the survey and legal description set forth therein are acceptable, or if the survey shows any violation of the survey requirements, any encroachments, or a violation of this subsection.

iv. The survey and legal description shall be certified to the Owner/Developer, the Buyer, Buyer's counsel and the title company. The surveyor utilized by the Owner/Developer shall be subject to the approval of Buyer prior to survey commencement. The costs of preparation of the survey and legal description required by this subsection shall be paid by Owner/Developer prior to or at closing.

d. *Evidence of Title.*

i. At least one month prior to the closing, Owner/Developer shall obtain and deliver to Buyer a commitment for an owner's title insurance policy (ALTA Form B) showing good and marketable fee simple title to the Sports Park Property vested in the Owner/Developer, subject only to liens, encumbrances, exceptions or qualifications acceptable to the Buyer as set forth in this Second Amendment and those which shall be discharged by Owner/Developer at or before closing (hereinafter the "Title Commitment"). The Title Commitment shall be in the amount of the appraised value of the Sports Park Property, which appraisal shall be prepared by a licensed appraiser at the direction of the Owner/Developer. The Title Commitment shall identify each exception of record by the parcel to which such matters apply and include copies of all exceptions of record noted therein. The costs of preparation of the appraisal required by this subsection shall be paid by Owner/Developer prior to or at closing.

ii. The Buyer shall have fifteen (15) business days from receipt of the Title Commitment within which to examine same and notify the Owner/Developer in writing of any title defects, specifying such defects. Any written notice of title defect shall be deemed delivered at the time it is hand delivered or deposited in the U.S. Mail, postage prepaid, as provided in the paragraph hereof entitled Notices. Upon receipt of such notice of title defects, the Owner/Developer shall have one hundred twenty (120) days within which to cure or remove the title defects so specified. During this one hundred twenty (120) day period, the Seller shall extend payment of the \$30,000.00 annual cash contribution for the City employee as set forth in paragraph 8.G.(1) above, on a pro-rata basis. If upon the expiration of the one hundred twenty (120) day period, the Owner/Developer has not corrected or cured any such title defects, the Buyer shall have the option to: (1) terminate this Second Amendment; (2) waive such defects and proceed

to close, accepting title as it then is; or (3) notify Owner/Developer, and Owner/Developer shall resume responsibility for maintenance, costs, and upkeep of the Sports Park and shall resume contributing \$30,000 per year to the City pursuant to paragraph 8.G.(1) of this Second Amendment.

iii. Upon closing and upon recording of the deed to Buyer, an owner's title insurance policy (ALTA Form B) in the amount of the appraised value of the Sports Park Property shall be issued pursuant to the Title Commitment and delivered to Buyer showing fee simple title to the Sports Park Property vested in Buyer, with the fee owner's title insurance premium for such policy to be paid at closing in accordance with the provisions of the paragraph hereof entitled Closing Costs, Prorations and Adjustments.

c. *Arbor Information.* Prior to or at closing, the Seller shall provide a landscape survey showing the location of all trees and landscaping, if different from that which was approved by the City during the final construction plan stage.

f. *As-built Survey.* Prior to or at closing, the Seller shall provide an updated as-built survey.

g. *Closing, Closing Costs, Prorations and Adjustments.* The closing agent for the transaction shall be chosen by the Buyer. The following items are to be paid at closing by the party indicated and in the following manner:

i. Real property taxes, if any, shall be paid by the Seller as of the date of the deed. Real property taxes shall be prorated on the basis of current year's taxes, if known. If the closing shall occur before the amount of current taxes may be determined, such taxes shall be calculated based upon the basis of the taxes for the most recent year applied to the latest assessed valuation and shall be promptly readjusted when the current taxes are ascertained, and a statement to that effect shall be set forth in the closing statement. If applicable, real property taxes shall be escrowed at closing in accordance with the provisions of Section 196.295, Florida Statutes.

ii. The Buyer shall pay the cost of recording the General Warranty Deed and other documents executed at closing. Seller shall pay the cost of recording any corrective instruments.

iii. The fee owner's title insurance premium for the title policy described in the subsection above entitled Evidence of Title shall be paid by Seller.

iv. The cost of the survey and legal description called for by the subsection above entitled Survey and Legal Description to be obtained by Seller shall be paid for by Seller at or before closing.

v. The Seller shall pay the cost of title information reports and updates thereof.

vi. The documentary stamps which are required to be affixed to any instrument of conveyance shall be paid by Seller.

h. *Documents to be Delivered.*

i. Prior to closing. At least ten (10) days prior to the Closing Date, Owner/Developer shall deliver to Buyer a public disclosure of its beneficial ownership which shall comply with the requirements set forth in Section 286.23, Florida Statutes, as from time to time amended.

ii. By Owner/Developer at Closing. The Owner/Developer shall execute, acknowledge and deliver any documents at the closing as may reasonably be required by Owner/Developer or closing agent in order to close this transaction in accordance with all laws and the terms of this Second Amendment.

H. No Release From Other Payments. Payments and contributions of the Owner/Developer under this paragraph 8. entitled Owner/Developer Payments and Contributions shall not release the Owner/Developer from any obligation to pay impact fees or install at its expense, in accordance with City approved plans, the necessary water and wastewater main extensions to serve the Property and to transfer ownership of infrastructure by bill of sale to the City or wastewater provider.

Completion of Smith Road Improvements; Use Agreements.

Except as previously set forth in this Second Amendment, for purposes of this Second Amendment "improvements to Smith Road" shall mean the roadway, grassed utility strip, curb, gutters, sidewalk, and streetlights. The Owner/Developer shall install and complete according to City specifications provided, however, that the special conditions described in this Second Amendment shall control should there be a conflict with the City's Land Development Code, ordinances or regulations with respect to all of the improvements to Smith Road which are required by this Second Amendment and the City Code prior to the issuance of the first building permit. Should the Owner/Developer fail to install and complete the required improvements to Smith Road the City may refuse to issue building permits, to institute utility services, or to issue certificates of occupancy for the Project. Alternatively, the City, after thirty (30) days written notice to the Owner/Developer or successor in interest, may, without prejudice to any other right or remedy it may have, install or have installed or completed said required improvements to Smith Road. Further, the City is hereby authorized to assess the reasonable cost of installing or completing the improvements to Smith Road which the Owner/Developer is required to install and complete hereunder against the Property, and such improvements to Smith Road assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except a tax lien.

Bonds

A. Performance Bond.

(1) Final construction plan approval for each phase shall be subject to the condition that all required utilities and their appurtenances, all roadway sidewalks and their appurtenances, storm drainage facilities, and all other required public improvements will be constructed according to the approved final construction plans by filing a performance bond or

bonds executed by a security company qualified and registered to conduct business in the state of Florida and having a A.M. Best Policyholder's Rating of Excellent or better and a "financial size category" of Class VII or higher. Bonding requirements may also be met by the following, but not limited to: escrow deposits, cashier's checks, certified checks, or irrevocable letters of credit ("**performance guarantees**"). The Owner/Developer shall provide performance guarantees for Smith Road improvements under terms and conditions required by the County or City.

(2) The performance guarantees shall be sufficient in amount equal to one hundred twenty percent (120%) of the cost to install the public improvements to Smith Road. The amount of the performance guarantees shall be based on the Project engineer of record's certified estimate of the cost of improvements or upon actual contract costs for engineering and installing the improvements as referenced by a signed contract between the Owner/Developer and the site contractor. This performance guarantee will be reviewed and approved by both the City Engineer and the City Attorney and designee(s) of the County for improvements to Smith Road.

(3) Upon satisfactory completion of all public improvements and acceptance by the City, at the sole discretion of the City Manager and City Engineer, and designee(s) at the County for improvements to Smith Road, the performance guarantees may be released. Any inspection fees shall be paid by the Owner/Developer.

B. Maintenance Bond. When all improvements have been installed, inspected and approved by the City Manager and City Engineer, and designee(s) at the County for improvements installed to Smith Road, and when the City or County are being requested to accept such improvements, the Owner/Developer shall provide a maintenance bond(s) payable to the City or County. For each phase, the Owner/Developer shall provide a surety bond issued by a bonding company or such other guarantee under the requirements of subparagraph A.(1) above, and shall be approved by both the City Engineer and the City Attorney, in an amount equal to ten per cent (10%) of the sum of the engineering and construction costs of all public improvements. Said maintenance bond shall guarantee that all public improvements have been properly constructed, free of design defects and all defects of material or workmanship and are guaranteed for a period of five years. Upon correction of all deficiencies and at the end of the five-year period, the maintenance bond shall expire. At least 60 days prior to the expiration of the maintenance period, the Owner/Developer shall notify the City Engineer to schedule a final inspection. Prior to release of the maintenance bond, which shall not be unreasonably withheld, the Owner/Developer will be required to correct any defects in material or workmanship and design deficiencies which may have manifested themselves during the maintenance period. For the maintenance bonds for Smith Road improvements, the Owner/Developer shall comply with the requirements of Lake County (unless and until the City accepts the maintenance obligations for Smith Road). Maintenance bonds for Smith Road improvements shall be maintained by the Owner/Developer for the life of the Facility.

Relationship of the Parties. This Second Amendment does not evidence the creation of, nor shall it be construed as creating, a legal partnership or joint venture between the City and Owner/Developer. Owner/Developer cannot create any obligation or responsibility on behalf of City or bind the City in any manner. Each party is acting for its own account, and it has made its

own independent decisions to enter into this Second Amendment and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that neither are acting as fiduciaries for or an adviser to the other in respect of this Second Amendment or any responsibility or obligation contemplated herein. Owner/Developer further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by Owner/Developer as an inducement to entering into this Second Amendment.

9. Paragraph 27 of the 2007 Development Agreement is hereby deleted for purposes of this Second Amendment.

10. The following is added to the 2007 Development Agreement:

Post-Closure of Property.

A. It is anticipated that the life of the Facility shall be twenty (20) years. Upon closure of the Facility site, at the sole option of the City, the Owner/Developer shall convey title by fee simple of all or a portion of the non-residential and non-Facility related portions of the Property to the City, which have not heretofore been transferred to the City, for its use for a public purpose. The Owner/Developer shall take such action and execute all documents necessary to effectuate such transfer of title. Provisions of subsection G.(2)a.-h under "Owner/Developer Payments and Contributions" herein shall apply, to the extent that such provisions are not inconsistent with any laws or regulations in effect at the time of conveyance.

B. Upon closure of the Facility, Owner/Developer shall have the right to inquire to the FDEP and any other affected regulatory agencies as to the feasibility and requirements for dedication or sale of the Facility. If and when the Owner/Developer is able to dedicate or sell the Facility portion of the Property, the City shall have the first option to purchase the Property and the right of first refusal prior to the Property being placed on the market for sale. No portion of the Property deemed necessary by the Owner/Developer for meeting the 30-year post closure/long term care commitments by the governing regulatory agency or related to any on-going activities (i.e. Methane Gas Recovery Facility, Recycling Area, etc.) shall be dedicated or sold to the City of Mascotte.

Status of Previous Development Agreements; Exercise of Option.

A. Except as modified herein, and as the context of this Second Amendment may require, the 2007 Development Agreement and the First Amendment shall remain in full force and effect. All terms not otherwise defined herein in this Second Amendment shall have the meanings set forth in the 2007 Development Agreement.

B. After execution of this Second Amendment, the 2007 Development Agreement, First Amendment and this Second Amendment shall collectively be known and referred to as the Planned Development Agreement.

C. The Owner/Developer is only entitled to exercise one of the three options of the Planned Development Agreement. Upon approval of final construction plans for one of the three options, a Memorandum of Understanding shall be executed by the Parties regarding the

development option. Such Memorandum of Understanding shall be recorded in the Public Records of Lake County. In addition, in the event that the Owner/Developer exercises its right to the third option as set forth in the Second Amendment, the Parties hereto agree that they may enter into an Amended and Restated Development Agreement as a "housekeeping" measure so that all applicable terms and conditions will be located in one document instead of three separate documents. The City Manager or the City Manager's designee shall be authorized to recommend approval of any such Amended and Restated Development Agreement during the course of a public meeting, and such Amended and Restated Development Agreement shall not be required to be approved by the City Council at a public hearing so long as substantial changes, as defined herein, are not made to this Second Amendment.

D. In the event of any inconsistency between or among any of the provisions of the 2007 Development Agreement, the First Amendment, or the Second Amendment, when the inconsistency is between a specific provision and a general provision, the specific provision shall prevail. In the event of any ambiguity, each agreement shall be given a fair and reasonable interpretation. In choosing among reasonable meanings of terms, the meaning that serves the public's best interests is preferable.

Status of Planned Development Agreement as a Development Order.

This Second Amendment, with the approved Preliminary Site Plan attached hereto, the 2007 Development Agreement, and the First Amendment are Development Orders as defined as Section 2.1 of the Land Development Code and § 163.3164(15), Florida Statutes.

Notice.

Any notice to be given in accordance with this Second Amendment shall be in writing and shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, to the party being noticed at the addresses set forth below.

As to City: Jim Gleason, City Manager  
City of Mascotte  
100 E. Myers Boulevard  
Mascotte, FL 34753

Copy to: Virginia Cassady, City Attorney  
Shepard, Smith, and Cassady, P.A.  
2300 Maitland Center Parkway, Suite 100  
Maitland, FL 32751

As to Owner/Developer: Flagship Lake County Development Number 5, LLC  
2406 Cypress Glen Drive  
Suite 102  
Wesley Chapel, FL 33544  
Attention: Ted Bolin, President  
and Ron Roberts, Vice President

O.C. Cook, Manager  
Heron's Glen at Mascotte, LLC  
8625 East Keating Park St.  
Floral City, FL 34436

Copy to: Cecelia Bonifay, Esquire  
Akerman Senterfitt  
420 South Orange Avenue, Suite 1200  
Orlando, FL 32801

Should any party identified above change, it shall be that party's obligation to notify the other party of the change in a fashion that is required for notices herein.

**Termination.**

A. Owner/Developer may terminate this Second Amendment no later than six months after the Effective Date if litigation is initiated to invalidate 2007 Development Agreement, First Amendment, Second Amendment, individually or collectively, any of the agreements required hereunder between the Parties, or any of the final construction plans. Upon any such termination, Owner/Developer shall have no further obligations under this Second Amendment.

B. City may terminate this Second Amendment at any time, by appropriate action of the City Council, without cost or penalty to the City, if any of the following should occur:

(1) If Owner/Developer fails to submit all documents related to the improvements to Smith Road (excepting the components of the central sanitary sewer system) including and not limited to all required dedications, execution of easements, and other instruments associated with the Smith Road improvements prior to Opening Date.

(2) Owner/Developer defaults hereunder and does not cure such default as required in this Second Amendment.

(3) Owner/Developer fails to cure any title defects to the Sports Park within one hundred twenty (120) days after being notified by the City of the defects, pursuant to this Second Amendment.

Upon any such termination, the City shall have no further obligations under the Planned Development Agreement. In addition to termination of this Second Amendment, City may bring such actions for specific performance, injunctive relief and/or damages. Any rights, remedies and/or entitlements which shall have accrued under and pursuant to this Second Amendment prior to the termination or expiration hereof shall survive any termination or expiration of this Second Amendment insofar as is necessary to give legal effect to any rights, remedies and/or entitlements set forth and described in this Second Amendment intended by their terms to survive such termination or expiration.

**Defaults; Enforcement.**

A. Default. Failure by a party to perform any of its obligations hereunder shall constitute a default hereunder, entitling the non-defaulting party to terminate this Second Amendment as set forth in and subject to provisions above, or to pursue the remedies of specific performance, injunctive relief, and/or damages. Prior to termination of this Second Amendment or any party filing any action as a result of a default by the other party under this Second Amendment, the non-defaulting party exercising such right shall first provide the defaulting party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting party shall be provided a ninety (90) day opportunity within which to cure such default. However, if any default cannot reasonably be cured within the initial ninety (90) day period, Owner/Developer shall have an additional sixty (60) days in which to cure such default (or in the event of a Force Majeure, such time period can extend sixty (60) days following the end of such Force Majeure), so long as the Owner/Developer has commenced and is diligently proceeding to cure such default within the initial ninety (90) day period.

B. Enforcement. In the event of a violation of the City's Land Development Code or Code of Ordinances, the City Council may suspend construction activity and revoke any building permit issued, and take all actions necessary to halt construction until such time as the provisions herein are complied with. In the event legal action is necessary, and professional fees and costs are incurred by the City enforcing compliance with the Land Development Code or Code of Ordinances, these expenses shall be borne by the Owner/Developer. These penalties are in addition to any other penalties provided by law.

Severability. If any term, provision, covenant or condition of this Second Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Approval of Preliminary Site Plan and Ratification of Heron's Glen PUD. Pursuant to the Land Development Code, in the event the Third Plan Option of the Heron's Glen PUD shall be selected by the Owner/Developer, the Preliminary Site Plan which is attached hereto as Exhibit "D" shall be valid for a period of three years from the date of this Second Amendment and can be extended in accordance with the Land Development Code. If the Owner/Developer makes any required contribution or payment to the City or effectuates any required conveyance to the City under the terms of this Second Amendment, then the Preliminary Site Plan attached hereto as Exhibit "D," Current Zoning Approval, 2007 Development Agreement, First Amendment, and Second Amendment shall remain vested from all future regulations which would have the effect of limiting the development of the Project except for the payment of impact fees and assessments.

IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment on the date this Second Amendment is signed by both parties:

City of Mascotte, Florida  
CITY OF MASCOTTE

by: Jeff Krull, Mayor  
100 East Myers Boulevard  
Mascotte, Florida 34753

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jim Gleason, City Manager

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Witnesses:

FLAGSHIP LAKE COUNTY  
DEVELOPMENT NUMBER 5, LLC

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Ronald Roberts

Title: Manager

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA     )  
COUNTY OF \_\_\_\_\_)

SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name  
My Commission Expires

STATE OF FLORIDA     )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Florida Limited Liability Company, authorized to transact business in Florida on behalf of \_\_\_\_\_, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did not take an oath.

SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name  
My Commission Expires

EXHIBIT "A"  
(Legal Description)

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE N00°40'55"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3 A DISTANCE OF 1316.49 FEET TO THE POINT OF BEGINNING; THENCE N89°26'24"W, 2643.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE S00°37'59"W ALONG SAID EAST LINE 329.17 FEET; THENCE N89°25'53"W, 662.90 FEET; THENCE N00°38'52"E, 329.23 FEET; THENCE N89°25'38"W, 220.94 FEET; THENCE N00°39'09"E, 2634.99 FEET; THENCE S89°19'26"E, 882.87 FEET; THENCE S89°34'32"E, 2646.94 FEET; THENCE N00°26'28"E, 47.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SMITH ROAD, SAME BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 127.55 FEET AND A CHORD BEARING OF S66°31'40"E; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°31'53" A DISTANCE OF 99.13 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT -OF-WAY LINE S88°47'37"E, 465.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 409.12 FEET AND A CHORD BEARING OF N83°39' 14"E; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT -OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'21" A DISTANCE OF 107.86 FEET; THENCE S00°35'59"W, 1341.44 FEET; THENCE N89°22'54"W, 657.22 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 3; THENCE S00°57'35"W ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 1316.75 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE N00°40'55"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3 A DISTANCE OF 1316.49 FEET; THENCE N89°26'24"W, 2643.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE S00°37'59"W ALONG SAID EAST LINE 329.17 FEET; THENCE N89°25'53"W, 661.54 FEET; THENCE N00°38'52"E, 329.23 FEET; THENCE N89°25'38"W, 220.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°25'38"W, 110.00 FEET; THENCE N00°39'09"E, 2635.19 FEET; THENCE S89°19'26"E, 110.17 FEET; THENCE S00°39'09"W, 2634.99 FEET TO THE POINT OF BEGINNING;

SAID LANDS LYING IN LAKE COUNTY, FLORIDA AND CONTAINING 6.66 ACRES ±.

SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.  
SAID LANDS LYING IN LAKE COUNTY, FLORIDA AND CONTAINING 238.891 ACRES MORE OR LESS.

EXHIBIT "B"  
(July 15, 2009, City Council Extension of Heron's Glen PUD  
and preliminary site plan.)



City of Mascotte

City Manager	(352) 429-3341
Community Development	(352) 429-8183
Finance & Administration	(352) 429-3341
Fire Department	(352) 429-4766
Police Department	(352) 429-3393
Public Services Department	(352) 429-4429

July 15, 2009

Flagship Lake County Development V, LLC  
2406 Cypress Glen Drive  
Suite 102  
Wesley Chapel, FL 33543  
Mr. Ted Bolin and Mr. Ronald Roberts

Dear Mr. Bolin and Mr. Roberts,

Please accept this letter as verification that the City of Mascotte, City Council approved an extension to your Heron's Glen PUD and preliminary plan on May 4, 2009. This extends the preliminary plan to May 4, 2012.

If I can be of further help on this matter, please contact me.

Sincerely,

Marge Strausbaugh  
City Manager

EXHIBIT "C"

AGENCY OF RECORD LETTER -- Agency Authorization

Please be advised that Flagship Lake County Development Number V, LLC, owner of property described as: Sections 01, 03, and 04, Township 22, Range 24

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE N00°40'55"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3 A DISTANCE OF 1316.49 FEET TO THE POINT OF BEGINNING; THENCE N89°26'24"W, 2643.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE S00°37'59"W ALONG SAID EAST LINE 329.17 FEET; THENCE N89°25'53"W, 661.54 FEET; THENCE N00°38'52"E, 329.23 FEET; THENCE N89°25'38"W, 330.93 FEET; THENCE N00°39'09"E, 2635.19 FEET; THENCE S89°19'26"E, 993.04 FEET; THENCE S89°34'32"E, 2646.94 FEET; THENCE N00°26'28"E, 47.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SMITH ROAD, SAME BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 127.55 FEET AND A CHORD BEARING OF S66°31'40"E; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°31'53" A DISTANCE OF 99.13 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S88°47'37"E, 465.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 409.12 FEET AND A CHORD BEARING OF N83°39'14"E; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'21" A DISTANCE OF 107.86 FEET; THENCE S00°35'59"W, 1341.44 FEET; THENCE N89°22'54"W, 657.22 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 3; THENCE S00°57'35"W ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 1316.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN LAKE COUNTY, FLORIDA AND CONTAINING 245.549 ACRES ±.

Alt Key #: 1776236, 3639391, 3839024  
Property Tax ID No.(s):  
01-22-24-02010120001, 03-22-24-000200000800, 04-22-24-030100001500

hereby designates and appoints OC Cook, Manager of Herons Glen at Mascotte, LLC to act as agent and applicant for the owner regarding the proposed 2nd Amendment to the already approved Herons Glen PUD for the purposes of representing the owner during the application and site plan approval process with the City of Mascotte.

My Agent of Record is hereby vested with the authority to make any representations, agreements or promises which are necessary or desirable in conjunction with the proposed 2nd Amendment to the Herons Glen PUD application, site plan and engineering approval process. My Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity.

Dated this 23rd day of August 2011.

Flagship Lake County Development Number V, LLC,  
Owner

\_\_\_\_\_  
Ronald Roberts, Its Manager

Herons Glen at Mascotte, LLC,  
Applicants Representative

\_\_\_\_\_  
OC Cook, Its Manager

8625 East Keating Park Street,  
Oral City, FL, 34436,  
352-726-4197  
Representatives Address

State of Florida  
County of \_\_\_\_\_

I hereby certify that on this day, personally appeared before me, an officer duly qualified to administer oaths and take acknowledgements, to me known to be the person described in and who executed the above and foregoing Agent of Record Letter and who acknowledged before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
State of Florida at Large

EXHIBIT "D"

PRELIMINARY SITE PLAN

**SITE DATA**

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE N00°40'55"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3 A DISTANCE OF 1316.49 FEET TO THE POINT OF BEGINNING; THENCE N89°26'24"W, 2643.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE S00°37'59"W ALONG SAID EAST LINE 329.17 FEET; THENCE N89°25'53"W, 661.54 FEET; THENCE N00°38'52"E, 329.23 FEET; THENCE N89°25'38"W, 330.93 FEET; THENCE N00°39'09"E, 2635.19 FEET; THENCE S89°19'26"E, 993.04 FEET; THENCE S89°34'32"E, 2646.94 FEET; THENCE N00°26'28"E, 47.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SMITH ROAD, SAME BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 127.55 FEET AND A CHORD BEARING OF S66°31'40"E; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°31'53" A DISTANCE OF 99.13 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S88°47'37"E, 465.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 409.12 FEET AND A CHORD BEARING OF N83°39'14"E; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'21" A DISTANCE OF 107.86 FEET; THENCE S00°35'59"W, 1341.44 FEET; THENCE N89°22'54"W, 657.22 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 3; THENCE S00°57'35"W ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 1316.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN LAKE COUNTY, FLORIDA AND CONTAINING 245.67 ACRES ±.

**NOTES:**

1. THE SITE IS CURRENTLY ZONED PUD-CM.
2. EXISTING USE OF THE SUBJECT PROPERTY IS IMPROVED PASTURE LAND.
3. ALL PROPOSED BUILDING FINISHED FLOOR ELEVATIONS ARE TO BE A MINIMUM OF 18" ABOVE THE CROWN OF THE ADJACENT ROADWAY OR IF WITHIN THE 100 YEAR FLOODPLAIN, A MINIMUM OF ONE FOOT ABOVE THE 100 YEAR FLOODPLAIN ELEVATION.
4. EXOTIC, NUISANCE VEGETATION SHALL BE REMOVED FROM THE EXISTING WETLAND BUFFERS AND ALL UPLAND PORTIONS OF THE SITE WITH PHASE I CONSTRUCTION.
5. CITY WATER IS AVAILABLE AT THE INTERSECTION OF SMITH ROAD AND CR 33. WATER MAIN WILL BE EXTENDED ALONG SMITH ROAD TO SERVE THE PROJECT. POTABLE WATER DEMAND IS 51,000 GPM, (140 UNITS @ 350 GAL. + 1,000 GAL. SOLID WASTE FACILITY + 1,000 GAL. SPORTS PARK).
6. SECURITY LIGHTING WILL BE PROVIDED BY THE DEVELOPER AND WILL BE SUBMITTED WITH FINAL SITE PLAN IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE REQUIREMENTS.
7. TREE BARRICADES WILL BE PROVIDED FOR ANY TREES TO BE PRESERVED INSIDE OR NEAR THE CLEARING LIMITS SILT FENCE.
8. PARKING LOT, INTERIOR AND PERIMETER LANDSCAPING WILL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS WITHIN THE CITY OF MASCOTTE LAND DEVELOPMENT CODE.
9. NO RIGHT OF WAY EASEMENTS FOUND ON SUBJECT PROPERTY. NO EASEMENT VACATIONS ARE ANTICIPATED.
10. PUBLIC SERVICES REQUIRED FOR THIS AMENDMENT, INCLUDING IMPACTS TO ROADWAYS AND UTILITIES, ARE A REDUCTION FROM THOSE REQUIRED IN THE APPROVED PUD.

**DEVELOPMENT PHASING:**

IF THE PROJECT IS CONSTRUCTED IN PHASES, EACH PHASE WILL BE ABLE TO EXIST ON ITS OWN WITH RESPECT TO NECESSARY SERVICES AND INFRASTRUCTURE. ALL REQUIRED CAPACITIES AND CONSTRUCTION DETAILS WILL BE ADDRESSED AS PART OF THE FINAL SITE PLAN, INCLUDING, BUT NOT LIMITED TO WATER AND SEWER, PERIMETER BUFFERING, ENTRANCES AND REQUIRED STREET LIGHTING. CITY STAFF OR THE CITY MANAGER SHALL DETERMINE NECESSARY PHASE REQUIREMENTS.

# LAND USE PLAN AMENDMENT

## TO SERVE

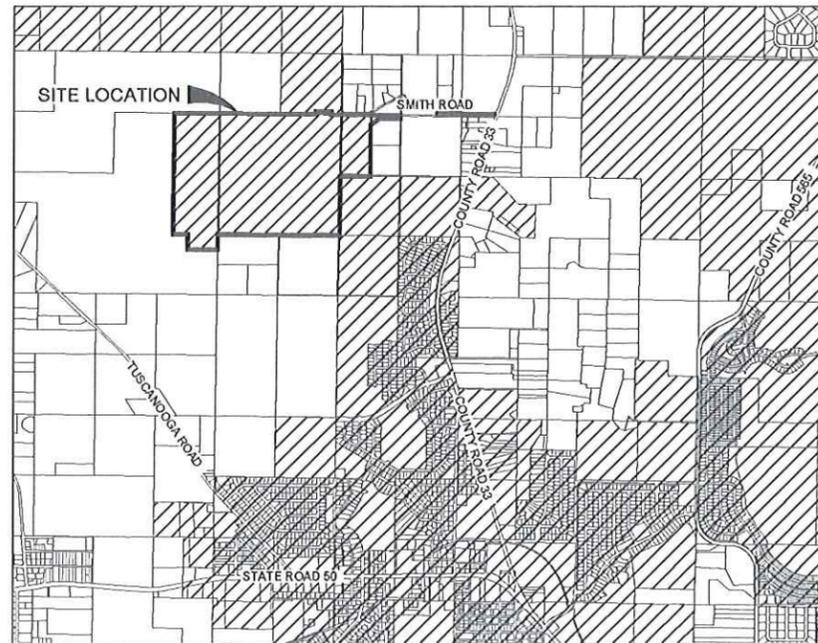
# HERON'S GLEN PLANNED UNIT DEVELOPMENT

MASCOTTE, FLORIDA

LOCATED AT

PARCEL ID #'S 01-22-24-020101200001  
04-22-24-000100001500, 03-22-24-000200000800

ZONED: PUD-CM



VICINITY MAP

1" = 2000'

△ MASCOTTE CITY LIMITS

PROJECT NAME: HERON'S GLEN PLANNED UNIT DEVELOPMENT

APPLICANT: HERON'S GLEN AT MASCOTTE, LLC.  
8625 EAST KEATING PARK ST.  
FLORAL CITY, FLORIDA, 34436  
(352) 726-4197

OWNER: FLAGSHIP LAKE COUNTY DEVELOPMENT NUMBER V, LLC.  
2406 CYPRESS GLEN DR., SUITE 102  
WESLEY CHAPEL, FLORIDA 33543

ENGINEER: HSA GOLDEN  
100 EAST PINE STREET, SUITE 605  
ORLANDO, FL 32801  
(407) 649-5475

PROJECT AREA: 245.67 ACRES

PROPERTY IDENTIFICATION NUMBER: 01-22-24-020101200001,  
03-22-24-000200000800,  
04-22-24-000100001500

**INDEX OF DRAWINGS**

- 1 COVER SHEET
  - 2 AERIAL PHOTOGRAPH
  - 3 EXISTING CONDITIONS
  - 4 LAND USE PLAN
  - 5 PRELIMINARY SITE PLAN
- BOUNDARY SURVEY

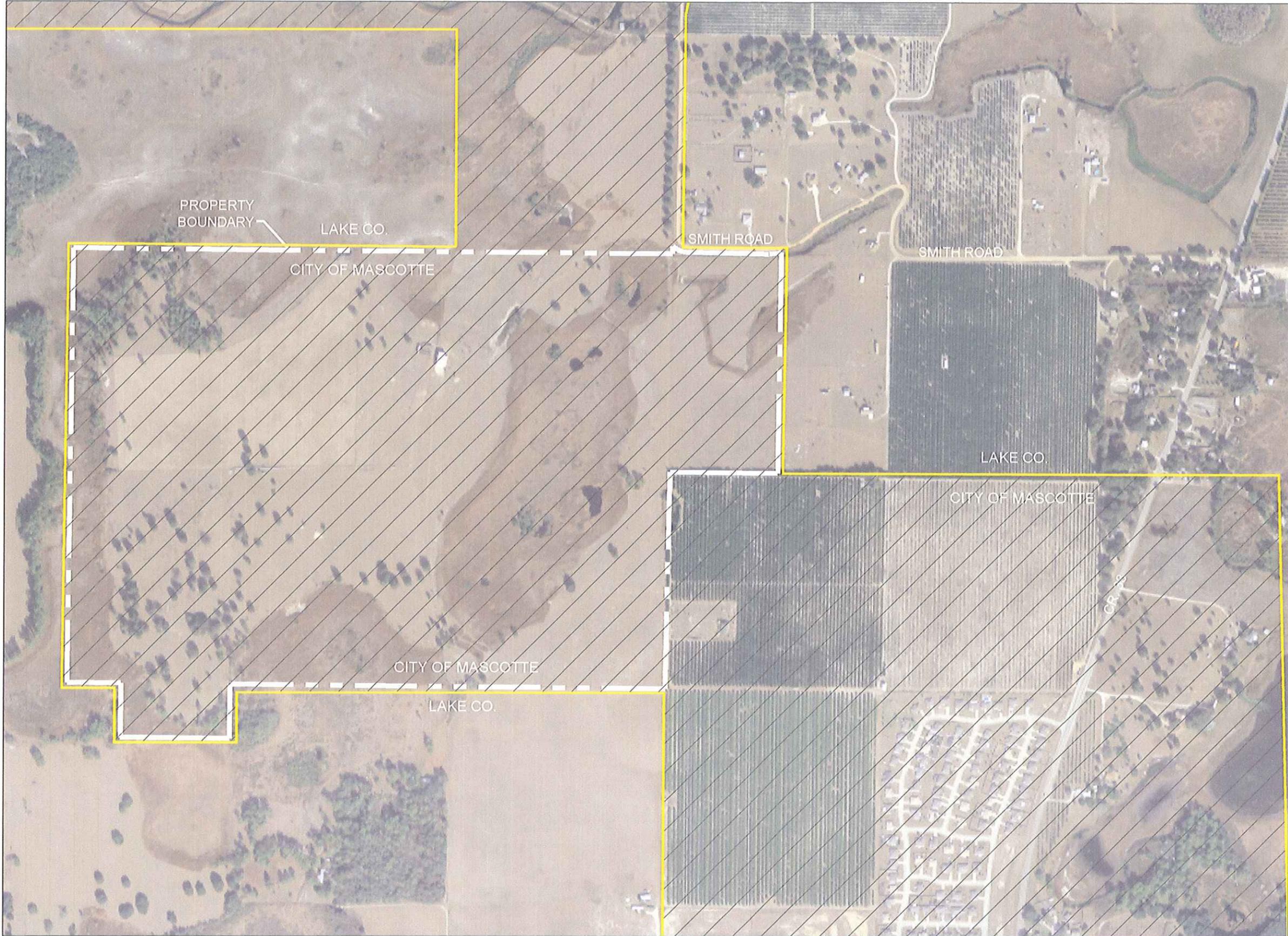
*[Signature]*  
DATE: 09/16/11  
JOHN P. SMITH, P.E.  
P.E. NO. 63423, FL.  
HSA GOLDEN, FBPE No. 9915

DESIGNED	DRAWN	CHECKED	FILED
JS	TS	JG	JS

BY	DATE	REVISIONS
JS	08/16/11	
TS	08/16/11	
JG	08/16/11	
JS	09/16/11	COVER.dwg

DATE	REVISIONS
09/2011	PER DRC COMMENTS

COVER SHEET  
HERON'S GLEN AMENDMENT 2  
CITY OF MASCOTTE, FLORIDA



LEGEND



**hsa golden**  
 engineering environmental solutions  
 100 EAST PINE STREET, SUITE 605  
 ORLANDO, FL 32801  
 P: 407.649.4475 F: 407.649.4482  
 HSA.GOLDEN.COM

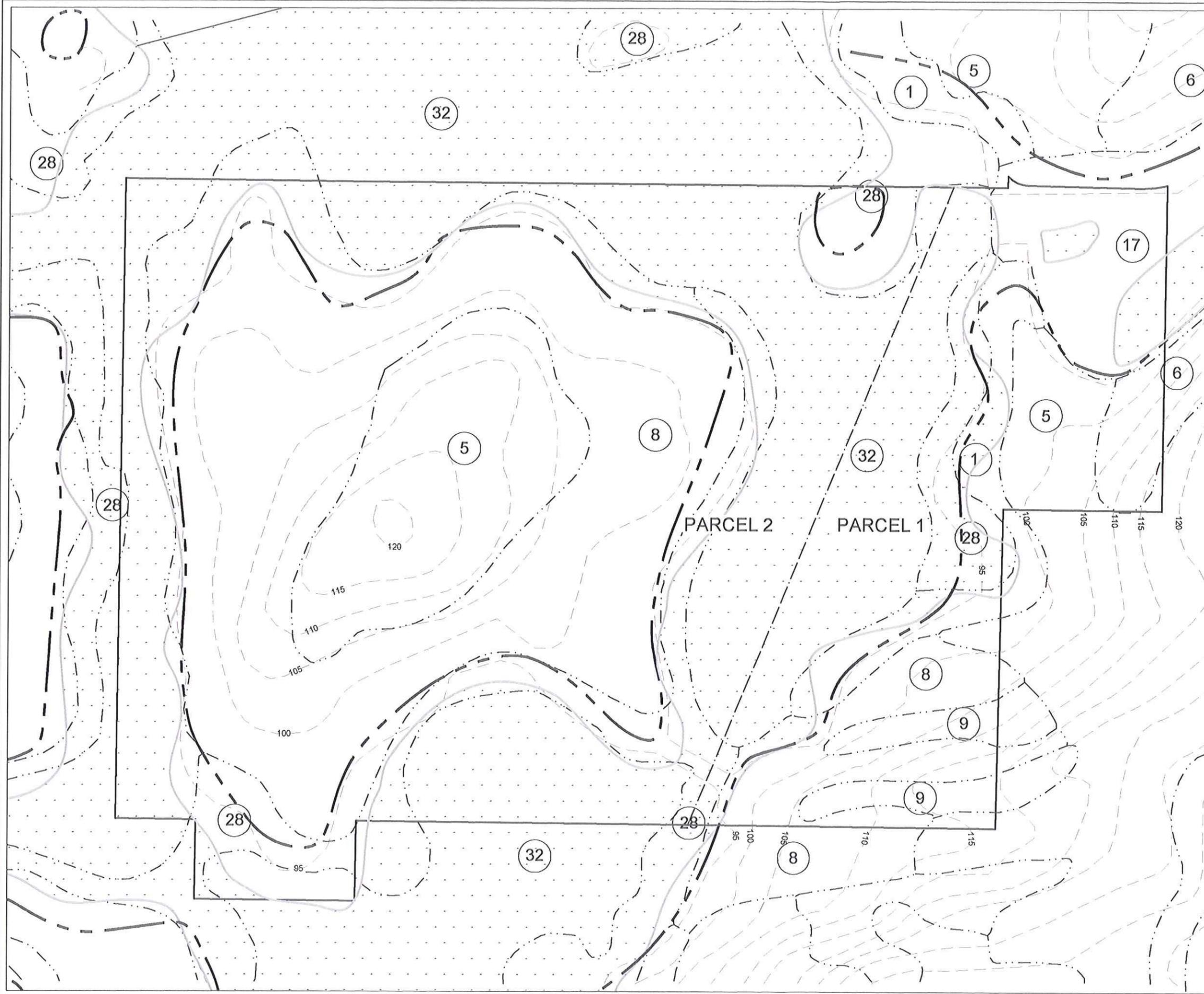
*John P. Smith*  
 DATE: 08/16/11  
 JOHN P. SMITH, P.E.  
 P.E. NO. 63423, FL  
 HSA GOLDEN FEPE No. 9915

REVISIONS	DATE	BY	DATE
DESIGNED	IS	08/16/11	
DRAWN	TS	08/16/11	
CHECKED	JG	08/16/11	
FILE: 11-621.001 - Aerial.dwg			

AERIAL PHOTOGRAPH  
 HERON'S GLEN AMENDMENT 2  
 CITY OF MASCOTTE, FLORIDA

PROJECT NO.  
 11-621.001

SHEET  
 2



**VEGETATION:**

THIS SITE CONSISTS OF FRESHWATER MARSH, TREELESS HYDRIC SAVANNA, IMPROVED PASTURE, FIELD CROPS (HAY AND GRASSES) AND EMERGENT AQUATIC VEGETATION.

**STORMWATER MANAGEMENT:**

THE SITE HAS A POSITIVE OUTFALL VIA AN EXISTING TRIBUTARY OF BIG PRAIRIE LAKE.

**SOILS:**

- 1 SPARR SAND
- 5 APOPKA SAND, 0% TO 5% SLOPES
- 6 APOPKA SAND, 5% TO 12% SLOPES
- 8 CANDLER SAND, 0% TO 5% SLOPES
- 9 CANDLER SAND, 5% TO 12% SLOPES
- 17 ARENTS
- 28 MYAKKA SAND
- 32 OKLAWAHA MUCK

**LEGEND:**

- 110- CONTOURS, FT. NGVD (USGS SURVEY)
- SOILS (FROM USDA WEB SOIL SURVEY)
- FEMA 100-YR FLOODPLAIN (FROM LAKE COUNTY GIS)
- PROPERTY BOUNDARY
- NATIONAL WETLANDS INVENTORY (LAKE COUNTY GIS)
- PARCEL LINE



DATE: 9/7/11  
 JOHN P. SMITH, P.E.  
 P.E. NO. 63423, FL  
 HSA GOLDEN FBPE No. 9915

BY	DATE	FILE: 11-621.001-EXISTING CONTOURS.dwg
DESIGNED JS	08/16/11	
DRAWN TS	08/16/11	
CHECKED JG	08/16/11	

REVISIONS	DATE

EXISTING CONDITIONS

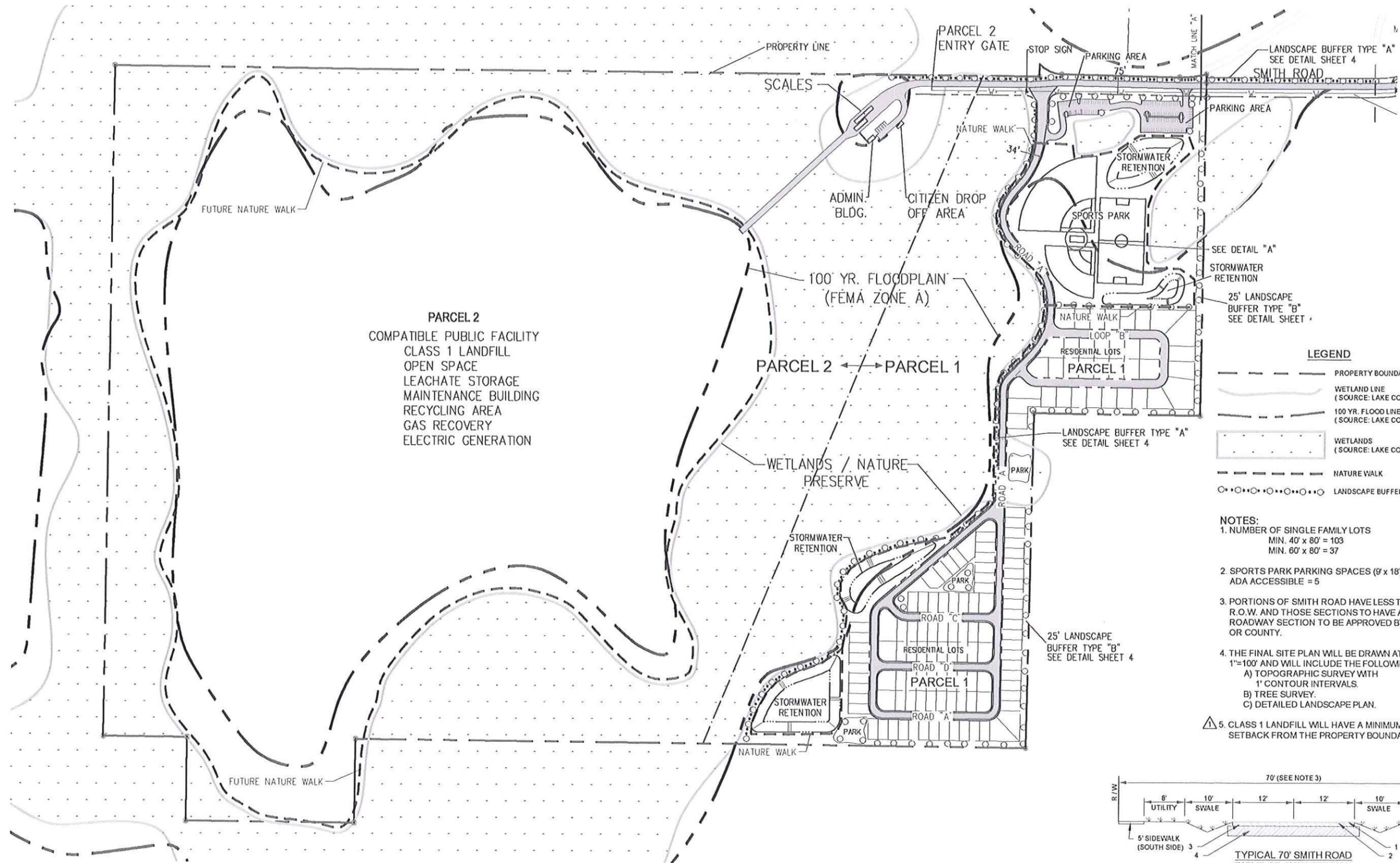
HERON'S GLEN AMENDMENT 2  
 CITY OF MASCOFFE, FLORIDA

PROJECT NO.  
 11-621.001

SHEET  
 3



P:\Project Files\11-621.001 Flagship Investment Group - Heron's Glen Mascotte\CAD\WORKING\11-621.001-SITE PLAN.dwg, 9/7/2011 11:24:17 AM



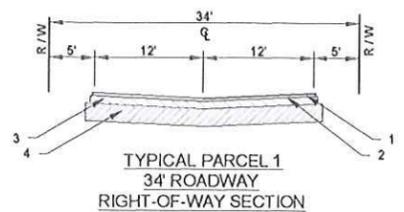
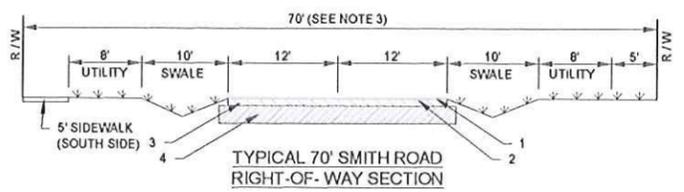
**PARCEL 2**  
 COMPATIBLE PUBLIC FACILITY  
 CLASS 1 LANDFILL  
 OPEN SPACE  
 LEACHATE STORAGE  
 MAINTENANCE BUILDING  
 RECYCLING AREA  
 GAS RECOVERY  
 ELECTRIC GENERATION

PARCEL 2 ← PARCEL 1

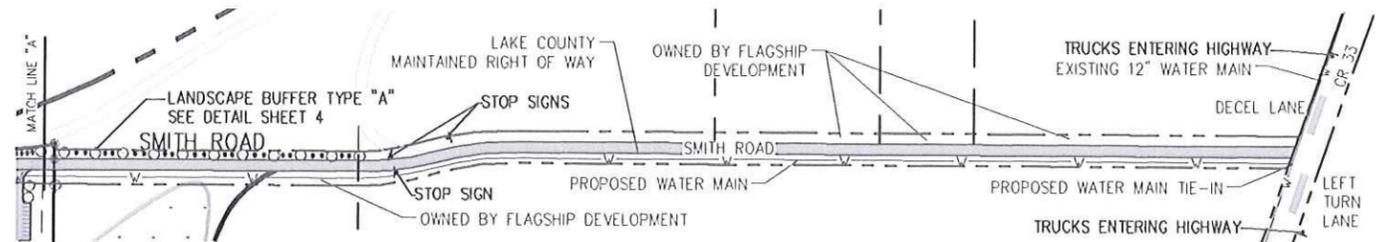
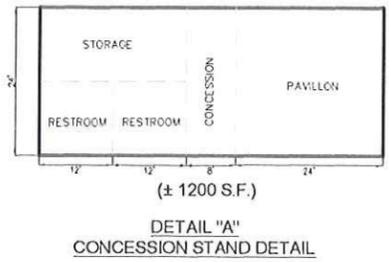
**LEGEND**

	PROPERTY BOUNDARY
	WETLAND LINE (SOURCE: LAKE COUNTY GIS)
	100 YR. FLOOD LINE (SOURCE: LAKE COUNTY GIS)
	WETLANDS (SOURCE: LAKE COUNTY GIS)
	NATURE WALK
	LANDSCAPE BUFFER

- NOTES:**
- NUMBER OF SINGLE FAMILY LOTS  
 MIN. 40' x 80' = 103  
 MIN. 60' x 80' = 37
  - SPORTS PARK PARKING SPACES (9' x 18') = 103  
 ADA ACCESSIBLE = 5
  - PORTIONS OF SMITH ROAD HAVE LESS THAN 70' R.O.W. AND THOSE SECTIONS TO HAVE ALTERNATE ROADWAY SECTION TO BE APPROVED BY CITY OR COUNTY.
  - THE FINAL SITE PLAN WILL BE DRAWN AT A SCALE 1"=100' AND WILL INCLUDE THE FOLLOWING:  
 A) TOPOGRAPHIC SURVEY WITH 1' CONTOUR INTERVALS.  
 B) TREE SURVEY.  
 C) DETAILED LANDSCAPE PLAN.
  - CLASS 1 LANDFILL WILL HAVE A MINIMUM OF 100' SETBACK FROM THE PROPERTY BOUNDARY.



- ROAD SECTION CALL OUTS**
- 1 1 1/4" TYPE III ASPHALT
  - BITUMINOUS PRIME COAT
  - 6" LIMEROCK BASE COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-160
  - 12" STABILIZED SUBGRADE WITH A MINIMUM L.B.R. OF 40. COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-160



**hsagolden**  
 environmental solutions  
 engineering

100 EAST PINE STREET, SUITE 405  
 ORLANDO, FL 32801  
 P: 407.649.6475 F: 407.649.6592  
 HSA.GOLDEN.COM

DATE	08/16/11	BY	JS
DATE	08/16/11	DESIGNED	TS
DATE	08/16/11	DRAWN	JG
DATE	08/16/11	CHECKED	JS
DATE	09/20/11	REVISIONS	JC

FILE: 11-621.001-SITE PLAN.dwg  
 JOHN P. SMITH, P.E.  
 P.E. NO. 63423, FL  
 HSA GOLDEN FBPE No. 9915

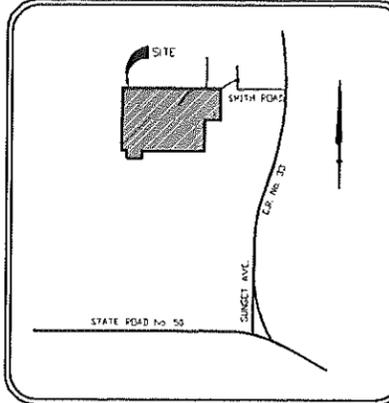
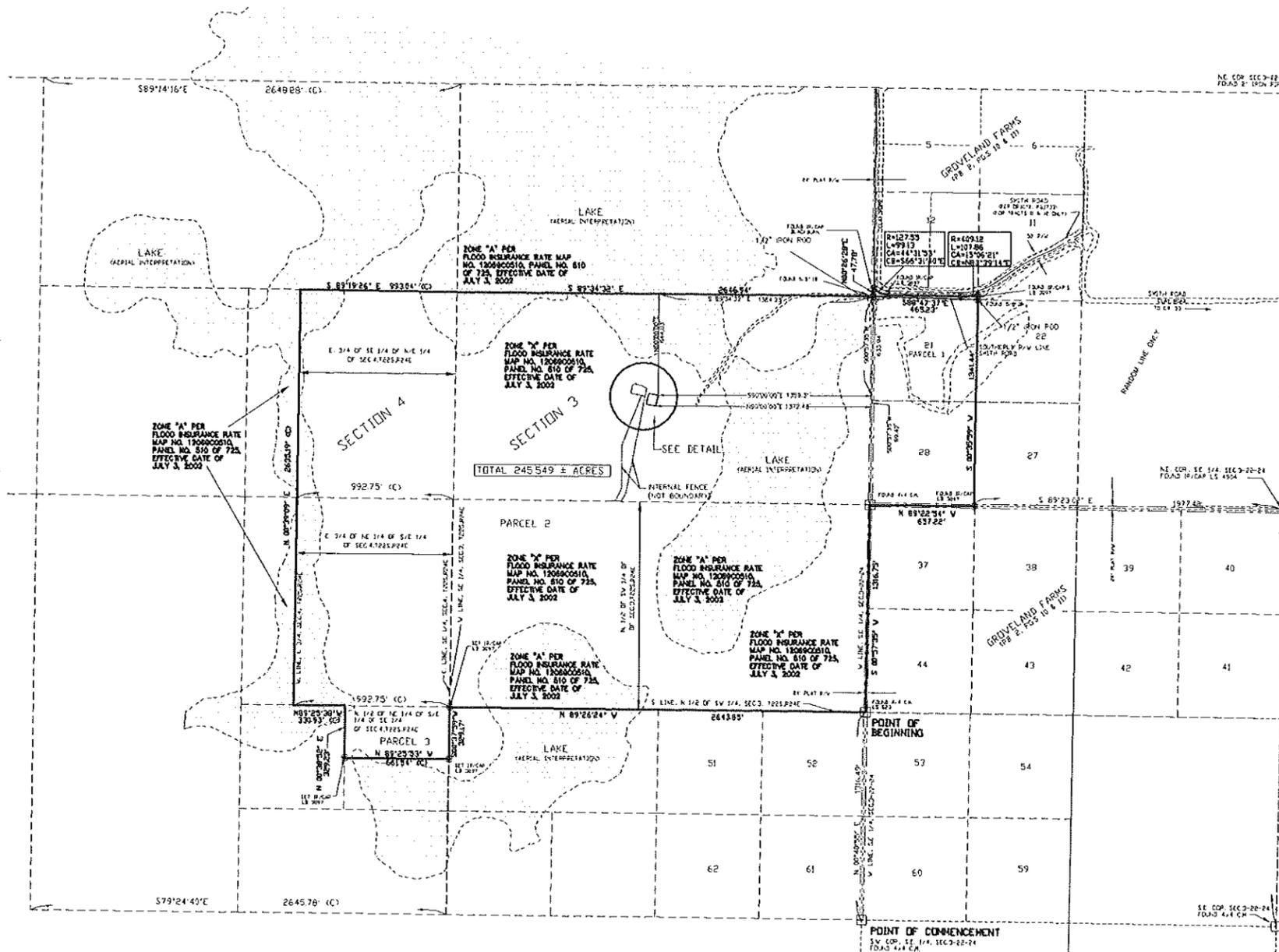
**PRELIMINARY SITE PLAN**

HERON'S GLEN AMENDMENT 2  
 CITY OF MASCOFFE, FLORIDA

PROJECT NO.  
 11-621.001

SHEET  
**5**

# BOUNDARY SURVEY



VICINITY MAP  
(NOT TO SCALE)

## REPORT OF SURVEY

- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM BEING NAD83/85E ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 24 EAST.
- THE "DEED DESCRIPTION" SHOWN HEREON IS IN ACCORDANCE WITH THE INSTRUMENT OF RECORD AS CONTAINED IN THE TITLE COMMITMENT, AND WAS PROVIDED BY THE CLIENT. THE "METES AND BOUNDS" DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS SURVEYOR BASED ON THE FIELD SURVEY OF THE ABOVE REFERENCED DEED DESCRIPTION.
- INTERIOR FENCES AND OTHER IMPROVEMENTS WERE NOT LOCATED PER REQUEST BY THE CLIENT.
- UNLESS OTHERWISE NOTED, ALL RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION CONTAINED IN THE COMMITMENT FOR TITLE INSURANCE BY ATTORNEY'S TITLE INSURANCE FUND, INC. COMMITMENT NO. CF-1437830 EFFECTIVE DATE 11/05/2004 @ 11:00 p.m.
- NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
- THIS BOUNDARY SURVEY DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES.
- THE LAKE LOCATIONS SHOWN HEREON WERE DERIVED FROM RECTIFIED AERIAL PHOTOGRAPHY AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. NO PLANNING OR DESIGN OF ANY KIND SHOULD BE DONE WITHOUT ACTUAL FIELD LOCATION OF SAID LAKES.
- THE PROPERTY IS CURRENTLY AN ACTIVE RANCH, WHICH INCLUDES BUT IS NOT LIMITED TO AN ALUMINUM STRUCTURE, WELL, IRRIGATION LINES AND INTERIOR FENCES.
- FEWA DESIGNATED ZONES INTERPOLATED FROM FIRM RATE MAP, NOT FIELD SURVEYED.

## LAND DESCRIPTION

FROM SCHEDULE "A" FURNISHED BY CLIENT:

PARCEL NO. 1: All of Tracts 12, 21 and 28 lying South of Smith Road, in Section 3, Township 22 South, Range 24 East, according to the Plat of GROVELAND FARMS as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

PARCEL NO. 2: The South 1/2 of the NE 1/4, AND the North 1/2 of the SW 1/4, of Section 3, Township 22 South, Range 24 East, Lake County, Florida, LESS 1/2 of mineral rights.

PARCEL NO. 3: The East 1/2 of the SE 1/4 of the NE 1/4, AND the East 3/4 of the NE 1/4 of the SE 1/4, AND the North 1/2 of the NE 1/4 of the SE 1/4 of the SE 1/4, All in Section 4, Township 22 South, Range 24 East, Lake County, Florida, LESS 1/2 of mineral rights.

ALSO DESCRIBED AS FOLLOWS BY SURVEY PREPARED BY HOLLIS ENGINEERING, INCORPORATED, AND REVISED ON JUNE 13, 2005, TO WIT:

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONVENE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE N02°42'55"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3 A DISTANCE OF 1318.19 FEET TO THE POINT OF BEGINNING; THENCE N89°20'24"W, 2643.55 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 24 EAST; THENCE S07°37'59"W ALONG SAID EAST LINE 326.17 FEET; THENCE N89°25'37"W, 661.54 FEET; THENCE N00°20'12"E, 520.23 FEET; THENCE N89°20'24"W, 300.93 FEET; THENCE N00°39'09"E, 2838.19 FEET; THENCE S89°19'24"E, 933.04 FEET; THENCE S89°34'31"E, 2846.84 FEET; THENCE N00°26'20"E, 47.76 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID ROAD, BEING SAID ROAD, SAME BEING A NON-TANGENT CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 127.55 FEET AND A CHORD BEARING OF S68°17'37"E, 463.23 FEET TO THE BEGINNING OF A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 405.12 FEET AND A CHORD BEARING OF N83°39'14"E, THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 150°02'21" A DISTANCE OF 107.85 FEET; THENCE S00°32'59"W, 1341.44 FEET; THENCE N02°23'14"E, 453.22 FEET TO A POINT ON THE INTERSECTION WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE S02°32'02"W ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER, 1318.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN LAKE COUNTY, FLORIDA AND CONTAINING 243.54 ACRES ±.

## SURVEYOR'S CERTIFICATE:

THIS SURVEY IS MADE FOR THE BENEFIT OF:  
 FLAGSHIP LAKE COUNTY DEVELOPMENT NUMBER V, LLC  
 RICHARD DALE WEBER AND JANET A. WEBER  
 RICHARD DEAN WEBER  
 RANDY DALE WEBER, SR.  
 RUDY DEWAYNE WEBER  
 ROBERTS & LAW, P.A.  
 HOLLAND AND ROUGHT, LLP  
 FIRST COMMERICAL BANK OF FLORIDA  
 WOODRUFF, HAINES, WARD, AND WOODMAN, P.A.  
 ATTORNEYS AT LAW, INC.

I HEREBY CERTIFY THAT THIS SURVEY, DATED JUNE 27, 2008.

(a) WAS MADE ON THE GROUND AND MAPPED UNDER MY SUPERVISION AND CORRECTLY SHOWS (1) THE BOUNDARIES AND AREAS OF THE SUBJECT PROPERTY AND THE SIZE, LOCATION, AND TYPE OF BUILDING AND IMPROVEMENTS THEREON AND THE DISTANCE THEREFROM TO THE NEAREST ADJACENT PROPERTY LINES OF THE SUBJECT PROPERTY, (2) THE LOCATION OF ALL RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD WHICH ARE REFLECTED ON MORTGAGEE'S TITLE INSURANCE COMMITMENT NO. CF-1437830 WITH AN EFFECTIVE DATE OF NOVEMBER 5, 2004 AT 11:00 p.m., ISSUED BY ATTORNEY'S TITLE INSURANCE FUND, INC., AFFECTING OR BENEFITING THE SUBJECT PROPERTY, AND (3) ALL ADJUTING STREETS ACCESS TO THE SUBJECT PROPERTY.

(b) SHOWS THAT, EXCEPT AS SPECIFICALLY DESCRIBED BELOW, THERE ARE NO (1) ENCROACHMENTS UPON THE SUBJECT PROPERTY BY IMPROVEMENTS ON ADJACENT PROPERTY, (2) ENCROACHMENTS ON THE SUBJECT PROPERTY, STREETS, OR ALLEYS BY ANY IMPROVEMENTS ON THE SUBJECT PROPERTY, (3) PARTY WALLS, (4) PARTIAL OR PROTRUSIONS, (5) OVERLAPS OR BOUNDARY LINE DISPUTES, OR (6) EASEMENTS ABOVE GROUND OR BELOW GROUND WHICH ARE IN USE AND NOT OF RECORD, AND BROUGHT TO THE SURVEYOR'S ATTENTION;

(c) SHOWS ACCESS TO AND EGRESS FROM THE SUBJECT PROPERTY IS PROVIDED BY SAID ROAD, THE SAME BEING MAINTAINED BY LAKE COUNTY;

(d) MEETS THE REQUIREMENTS FOR SURVEYS ESTABLISHED BY FLORIDA LAW INCLUDING APPLICABLE FLORIDA STATUTES CHAPTERS 177 AND 472;

(e) SHOWS THAT THE PARCELS COMPRISING THE SUBJECT PROPERTY AS DESCRIBED IN THIS SURVEY SHARE COMMON BOUNDARIES, THERE BEING NO MAINUS PARCELS BETWEEN THEM;

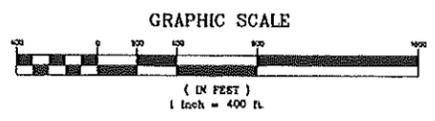
(f) SHOWS THAT THE SUBJECT PROPERTY CONTAINS 243.54 ACRES, AND 10695913.29 SQUARE FEET;

(g) DEPICTS THE IMPACT OF THE FLOOD INSURANCE RATE MAP NO. 1206900010, PANEL NO. 810 OF 725, EFFECTIVE DATE OF JULY 3, 2002; AND

(h) SHOWS THE LEGAL DESCRIPTION HEREON, WHICH IS THE SAME AS THE LEGAL DESCRIPTION SHOWN ON THE SKETCH OF THE PROPERTY.

AND I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION ON JUNE 27, 2008. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 61G15-1.01 OF THE FLORIDA ADMINISTRATIVE CODE AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

MICHAEL T. RUDD, P.S.M.  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA REGISTRATION NO. 3960

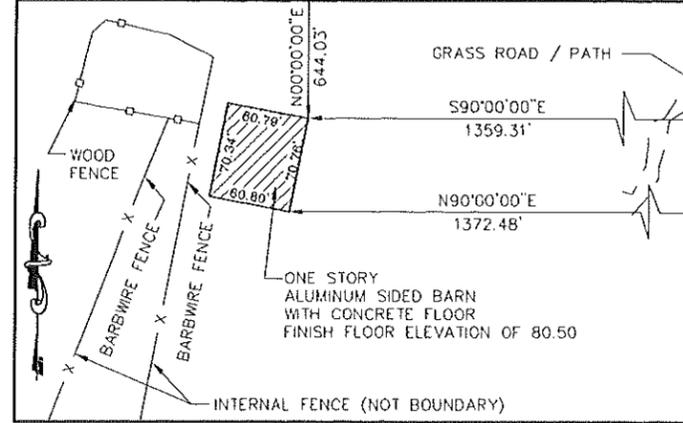


**BENCHMARK NOTE:**  
 ELEVATIONS BASED UPON A PUBLISHED LAKE COUNTY BENCHMARK WITH AN ELEVATION OF 97.54 AND A DESIGNATION NUMBER: A 494, LOCATED 15 MILES SOUTHWEST OF LEESBURG, 2.3 MILES NORTH OF MASCOFFE ON COUNTY ROAD 50 AND COUNTY ROAD 33 IN MASCOFFE, GO NORTH ON COUNTY ROAD 33 FOR 2.3 MILES TO THE MARK ON THE RIGHT, A STAINLESS STEEL ROD DRIVEN TO A REFUSAL AT A DEPTH OF 80.00 FEET WITH A NOS LOGO CAP PROJECTING 0.1 FEET ABOVE THE LEVEL OF THE GROUND AND LEVEL WITH COUNTY ROAD 33. THE DATUM POINT IS RECESSED 0.8 FEET BELOW THE LEVEL OF THE NOS LOGO CAP, LOCATED 37.70 FEET EAST OF THE CENTERLINE OF COUNTY ROAD 33, 31.00 FEET NORTH OF THE APPROXIMATE CENTERLINE OF SIMON BROWN ROAD AND 0.6 FEET WEST OF CARSONITE WITNESS POST. NOTE ACCESS POINT TO THE DATUM POINT IS HAD THROUGH A 5 INCH NOS LOGO CAP.

**NOTE:**  
 ZONE "A" = AREA OF SPECIAL FLOOD HAZARD WITHOUT WATER SURFACE ELEVATION DETERMINED.  
 ZONE "X" = AREA OF MINIMAL TO MODERATE FLOOD HAZARD (WHERE FLOOD INSURANCE IS AVAILABLE BUT NOT REQUIRED BY FEDERALLY REGULATED LENDERS).

**ABBREVIATION & SYMBOL LEGEND:**

1. C.A. - DENOTES CENTERLINE	14. INV. - DENOTES INVERT	27. F.O.D.T. - DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION	34. T - DENOTES SIGN
2. P.O.B. - DENOTES POINT OF BEGINNING	15. (C) - DENOTES CALCULATED	28. F - DENOTES FIRE HYDRANT	35. C.V. - DENOTES GAS VALVE
3. P.O.C. - DENOTES POINT OF COMMENCEMENT	16. C.B. - DENOTES CHORD BEARING	29. O - DENOTES LIGHT POLE	36. W - DENOTES WATER VALVE
4. O.R. - DENOTES OFFICIAL RECORDS BOOK	17. EP - DENOTES EDGE OF PAVEMENT	30. H - DENOTES HANDICAP PARKING SPACE	37. S - DENOTES STORM DRAINAGE MANHOLE
5. ELEV. - DENOTES ELEVATION	18. (T) - DENOTES TOP OF CURB	31. C - DENOTES CONCRETE	38. U - DENOTES WOOD UTILITY POLE
6. P.C. - DENOTES POINT OF CURVATURE	19. (B) - DENOTES BOTTOM OF CURB	32. S - DENOTES SANITARY	39. W - DENOTES WOOD FENCE
7. P.O.C. - DENOTES POINT OF TANGENCY	20. T24S - DENOTES TOWNSHIP 24 SOUTH	33. F - DENOTES FLOOD LIGHT	40. B - DENOTES BARB WIRE FENCE
8. P.T. - DENOTES POINT OF TANGENCY	21. R28E - DENOTES RANGE 28 EAST		
9. W.L. - DENOTES UNDERGROUND WATER LINE	22. P24E - DENOTES PAGE		
10. U.W.L. - DENOTES UNDERGROUND UNDERGROUND WATER LINE	23. PG. - DENOTES PAGE		
11. O.U. - DENOTES OVERHEAD UTILITY LINES	24. P.B. - DENOTES PLAT BOOK		
12. E.L. - DENOTES UNDERGROUND ELECTRICAL LINES	25. (A) - DENOTES ACTUAL		
13. T.V.L. - DENOTES UNDERGROUND CABLE T.V. LINES	26. (D) - DENOTES DESCRIPTION		



SITE DETAIL  
 SCALE: 1" = 60'

RESPONSIBLE SURVEYOR:  
**MICHAEL T. RUDD, PSM**  
 FLAGSHIP MASCOTTE  
 A PORTION OF SECTIONS 03 & 04  
 TOWNSHIP 22 SOUTH, RANGE 24 EAST,  
 LAKE COUNTY FLORIDA  
 CITY OF MASCOFFE, LAKE COUNTY, FLORIDA  
 FLORIDA REGISTRATION NO. #3960

PREPARED FOR:  
**FLAGSHIP DEVELOPMENT, LLC**

DATE	DESCRIPTION
06/27/08	UPDATE SURVEY
08/13/08	CORRECTED OF DATA/LEGAL ERRORS AND LEGAL
REVISIONS	
PROJECT NO:	E83001001
ORIGINAL SURVEY DATE:	12/28/2004
UPDATE SURVEY DATE:	08/27/2008
SCALE:	1"=400'
DRAWN BY:	J.D.B.J.
DESIGNED BY:	M.T. RUDD, PSM
CHECKED BY:	

**SURVEY**  
 BOUNDARY UPDATE  
 SURVEY

A:\DATA\507002\SURVEY\E83001001.DWG



• A maximum of 300 RV-Motor Home and Park-model units (not to exceed a total of 150 RV-Motorhomes) with the balance of units to be Park-model type Rental Units combined.

- B. The Planned Development Agreement Heron's Glen will be amended to allow mobile home lots to be a minimum of 28' in width for Park-model type/RV Motor homes, and a minimum of 40' in width for doublewide. The minimum depth will be 80'. Setbacks will consist of 5' side yard, 20' front, and 10' rear setbacks.
- C. The Planned Development Agreement Heron's Glen will be amended under this Mobile Home Plan to allow 24' inverted crown internal roadway infrastructure. The internal roadways in the development will be private and the owner or developer will provide cross access easements to the City of Mascotte.
- D. Due to topographic restraints on the property and the inability to have a slab on grade without stem walls and prohibitive costs, the Herons Glen PUD under the Mobile Home Plan will be exempt from the City's Code requirement for slabs on mobile homes lots provided solid stone and brick accent skirting is installed with landscaping.
- E. The Planned Development Agreement Heron's Glen will be amended under this Mobile Home Plan to allow carports as a replacement to the City Code requiring garages on residential properties. These will be both 1-car and 2-car carports that include an option for storage and/or screened porches. The carports shall blend with the house either by using the same roofing material as the house roofing material or by using the same color of metal for the carport and its roof as the house roofing material.
- F. The Heron's Glen PUD under any of the approved uses shall be given relief if necessary from the City Code and paragraph 8 g.(4) of the Planned Development Agreement regarding a portion of the construction requirements along Smith Road. The City will allow, if necessary, a narrower stretch of road less than the Code minimum to accommodate the construction of the road that fronts the Beck Groves property, so long as the narrower stretch does not create a safety hazard. The owner or developer has acquired 70' of right of way from all property owners along Smith Road with the exception of the Beck Groves; the owner of Beck Groves has cooperated as of the date of this First Amendment to the Development Agreement but has not executed the necessary documents for the City's acquisition of a right of way adjacent to Beck Groves.

G. Under the Mobile Home Plan, the proposed phasing of the project will be as follows:

Phase	Description	Max. No. Units	Estimated Date
I	Mobile Home	100	January 2011
II	Mobile Home	99	June 2012
III	Mobile Home	100	January 2015
IV	Mobile Home	100	June 2016
V	Mobile Home	100	January 2018
VI	Mobile Home	100	June 2019
VII	Mobile Home	100	January 2021
VIII	Mobile Home	100	June 2022
IX	Mobile Home	100	January 2024
X	Mobile Home	100	June 2025

Phase I will require the construction of the City's sewer system. Paragraph 12 of the Planned Development Agreement regarding wastewater will be followed for this First Amendment's phasing.

H. Under the Mobile Home Plan, each of the 999 units will not be considered real property for property tax assessment purposes. Therefore, the mandatory homeowners' association, developer, or owner of the real property will be assessed an annual Fire Fee commensurate with issuance of the unit certificate of occupancy. The date of annual payment will be established between the City of Mascotte and the Developer prior to the issuance of the certificate of occupancy on the first unit. The amount levied per residence will be a fair and reasonable assessment not to be excessive.

I. The homeowners' association, developer, or owner shall deed over a 28' x 80' or equivalent piece of property for a small Fire and Rescue Sub Station at a place yet to be determined within the community but preferably along the reconstruction of Smith Road near the entrance to Heron's Glen or wherever both City and Developer agree is a suitable location.

(1) Subject to the terms and conditions of this paragraph, credit shall be granted against the fire impact fee imposed upon the Development for the conveyance of land and constructed Sub Station. In no event shall the cost of construction and contribution be greater than the impact fees credited. Such conveyances shall be subject to the approval and acceptance of the city council. The Sub Station conveyed to the city in lieu of paying the fire impact fee must be acceptable to the city in terms of suitable size, dimension, soil type, topography, location, accessibility and general character, type and specifications.

(2) No credit shall be given for the conveyance of land and Sub Station unless such property is conveyed in fee simple and a bill of sale is executed to the city without further consideration.

(3) Prior to issuance of final site construction plan approval, the Developer shall submit to the city manager a proposed plan for conveyance and contribution. The proposed plan shall include:

(a) A designation of the fire impact construction for which the plan is being submitted;

(b) A legal description of any land proposed to be conveyed and a written appraisal prepared in conformity with this paragraph;

(c) A list of the contemplated contributions to the city and an estimate of the proposed construction costs certified by a professional architect or engineer or an estimate of the proposed value of a proposed conveyance of capital equipment; and

(d) A proposed time schedule for completion of the proposed plan.

(e) Within sixty (60) days after receipt, the city manager shall recommend approval or denial of the proposed plan by city council and, if approval is recommended, establish the amount of credit to which the Developer is entitled.

(f) In reviewing the proposed plan, the city manager shall determine:

1. If such proposed plan is in conformity with the needed Sub Station;

2. If the proposed conveyance of land and construction by the Developer is consistent with the public interest; and

3. If the proposed time schedule is consistent with the capital improvement program for the fire department.

4. The amount of developer contribution credit shall be determined as follows:

(i) The value of conveyed land shall be based upon a written appraisal of fair market value as determined by an MAI appraiser who was selected and paid for by the Developer and who used generally accepted appraisal techniques. If the appraisal does not conform to the requirements of this paragraph and the applicable administrative regulations, the appraisal shall be corrected and resubmitted. In the event the city manager or designee accepts the methodology of the appraisal but disagrees with the appraised value, (s)he may engage another MAI appraiser at the city's expense and the value shall be an amount equal to the average of the two (2) appraisals. If either party does not accept the average of the two (2) appraisals, a third appraisal shall be obtained, with the cost of said third appraisal being shared equally by the city and the owner or

Developer. The third appraiser shall be selected by the first two (2) appraisers and the third appraisal shall be binding on the parties.

(ii) The value of the construction of the Sub Station shall be based upon the actual cost of construction or acquisition of said improvement or capital equipment as certified by a professional architect or engineer or as shown by a manufacturer's or supplier's invoice. However, as to the construction of the Sub Station, in no event shall any credit be granted in excess of the estimated construction costs provided by a professional architect or engineer and approved by the city unless the construction project is competitively bid, in which case, the credit shall be limited to the actual cost of construction. The cost of professional services shall be competitively bid in accordance with F.S. § 287.055, in order to be eligible for impact fee credits.

(g) If a proposed plan is approved for credit by the city, the Developer and the city shall enter into a credit agreement which shall provide for:

1. The timing of actions to be taken by the Developer and the obligations and responsibilities of the Developer, including, but not limited to, the construction standards and requirements to be complied with;

2. The obligations and responsibilities of the city council, if any;

3. The amount of the credit as determined in accordance with this paragraph.

(h) All impact fee credits will have no expiration or timetable for reimbursement and will run indefinitely with the property until they are used up.

(4) A credit for the conveyance of land shall be granted at such time as the property has been conveyed to and accepted by the city. A credit for the construction of the Sub Station shall be granted at such time as the construction is completed, approved and accepted by the city. The administration of said contribution credits shall be the responsibility of the city manager or designee.

(5) If the Developer submits a proposed plan pursuant to this section and desires the immediate issuance of a building permit prior to approval of the proposed plan shall pay the applicable fire impact fee imposed herein. Any difference between the amount paid and the amount due, should the city manager or designee approve and accept the proposed plan, shall be refunded to the Developer.

(6) The actual reasonable cost for processing of and fees for legal preparation or review of a credit agreement shall be paid by the Developer prior to acceptance of the agreement by city council.

(7) The provisions set forth in this paragraph shall be included in the declaration of covenants, conditions, and restrictions of the mandatory homeowners' association.

J. Under the Mobile Home Plan, each of the 999 units will not be considered real property for property tax assessment. Additionally, this is a gated community and will have private roads. Therefore, the mandatory homeowners' association, owner, or developer will be required to provide security by either hiring off-duty City of Mascotte Police Officers and/or by entering into an agreement for patrol, enforcement and signage pursuant to Florida Statute §316.008(2), as that statute may be amended from time to time. All costs for police enforcement and service shall be recouped by the City of Mascotte from the homeowners' association, owner, or developer by separate agreements, as permitted by law. The provisions set forth in this sub-paragraph shall be included in the declaration of covenants, conditions, and restrictions of the homeowners' association. The actual amount collected for patrolling with associated reasonable costs to be agreed to by the City and Developer by separate agreement will be based on the issuance of the unit certificate of occupancy.

K. The City's wastewater facility which will serve the Development must include a force main, which must be upsized to serve other properties which are anticipated to be developed in the vicinity. The force main shall be constructed by the Developer at its own expense, subject to prior review and approval by the city manager or designee. Prior to the issuance of final site construction plan approval, the parties shall enter into a sewer facility agreement specifying the terms under which the force main shall be constructed by the Developer. Also, prior to the issuance of final site construction plan approval, the parties shall enter into a pioneer agreement so that the Developer shall be reimbursed when other parties tap into the wastewater system to use the force main. The pioneer agreement shall include a formula for reimbursement and a map depicting properties which will be subject to the reimbursement requirements.

3. Except as modified herein, and as the context of this Amendment may require, the Planned Development Agreement Heron's Glen shall remain in full force and effect. All terms not otherwise defined herein shall have the meanings set forth in the Planned Development Agreement Heron's Glen.
4. This First Amendment to the Planned Development Agreement Heron's Glen shall be recorded by the City Manager with Lake County within fourteen (14) days after execution by both parties, and the Owner/Developer shall reimburse the City for the cost of recording this First Amendment. Prior to recordation, the Owner/Developer shall pay all outstanding fees owed to the City for review, legal, inspection, and permitting associated with this First Amendment to the Planned Development Agreement.
5. After execution of this First Amendment, the Planned Development Agreement Heron's Glen, and this First Amendment, shall collectively be known and referred to as the Planned Development Agreement Heron's Glen.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment to the Planned Development Agreement Heron's Glen as of the date hereto 4<sup>th</sup> day of May, 2009

City of Mascotte, Florida  
Municipal Corporation

Witnesses:

[Signature]  
Print name: Steven Lamy

[Signature]  
by: Felix Ramirez, Mayor  
Date: May 4, 2009

[Signature]  
Print name: STEVEN R. ALLEN

Attest:

[Signature]  
Marge Strausbaugh, City Manager

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 2009 by Felix Ramirez, as Mayor, and Marge Strausbaugh, as City Manager of the City of Mascotte, a municipal corporation, on behalf of the corporation, and are personally known to me and did not take an oath.

State of Florida  
County of Lake  
Michelle Hawkins  
Notary Public

SEAL



Michelle Hawkins  
Type or Print Name  
My Commission Expires



Witnesses:

FLAGSHIP LAKE COUNTY  
DEVELOPMENT NUMBER 5, LLC

Lacy Smith  
Print Name: Lacy Smith

By: Ronald E. Roberts  
Print Name: Ronald E. Roberts

Title: Vice President

Date: May 6, 2009

Alana Wilson  
Print Name: Alana Wilson

STATE OF FLORIDA )  
COUNTY OF Lake )

Michelle Hawkins  
Notary Public

SEAL

Michelle Hawkins  
Type or Print Name  
My Commission Expires



STATE OF FLORIDA )  
COUNTY OF Lake )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2009 by Ronald Roberts as vice president of Flagship Lake County Development Number 5, LLC corporation authorized to transact business in Florida on behalf of the \_\_\_\_\_ company, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me or has produced personally (type of identification) as identification and did not take an oath. known to be

Michelle Hawkins  
Notary Public

SEAL

Michelle Hawkins  
Type or Print Name  
My Commission Expires





**EX PARTE COMMUNICATIONS**

**RESOLUTION NO. 2006-10-377**

**A RESOLUTION OF THE CITY OF MASCOTTE, FLORIDA, ADOPTING THE PROVISIONS OF SECTION 286.0115, FLORIDA STATUTES, TO PROVIDE ACCESS TO PUBLIC OFFICIALS OF THE CITY OF MASCOTTE REGARDING QUASI-JUDICIAL MATTERS BY ESTABLISHING PROCEDURES TO DISCLOSE EX-PARTE COMMUNICATIONS; CREATING PROCEDURES FOR DISCLOSURE OF EX-PARTE VERBAL AND WRITTEN COMMUNICATIONS, INVESTIGATIONS, SITE VISITS, AND EXPERT OPINIONS TO REMOVE THE PRESUMPTION OF PREJUDICE ARISING THEREFROM; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, local public officials have been obstructed or impeded from the effective discharge of their sworn duties and responsibilities due to expansive interpretations of Jennings v. Dade County, a decision rendered by the Third District Court of Appeal; and

**WHEREAS**, the City Council of the City of Mascotte believes that it is in the best interest of the City for the public to be able to voice its opinions regarding quasi-judicial issues to the elected and appointed public officials of the City of Mascotte; and

**WHEREAS**, Section 286.0115 of the Florida Statutes creates procedures to disclose ex-parte communications to allow public access to local public officials without a presumption of prejudice arising from such ex-parte communications; and

**WHEREAS**, the City Council of the City of Mascotte finds it in the best interest of the City of Mascotte to adopt the procedures in Section 286.0115, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED, THAT:**

**SECTION I.** That the following procedures are hereby created as provided in Section 286.0115 of the Florida Statutes:

(1) Access to Public Officials. Any person not otherwise prohibited by statute, charter provision, or ordinance may discuss with any public official of the City of Mascotte the merits of any matter on which action may be taken by any board or commission of which the public official is a member. Adherence to the following procedures shall remove the presumption of prejudice arising from ex-parte communications with public officials of the City of Mascotte regarding quasi-judicial issues:

- (a) The substance of any ex-parte communication with a public official which relates to quasi-judicial action pending before the official is not presumed prejudicial to the action if the subject of the verbal communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before final action on the matter.
  - (b) Public officials may read written communications from any person. However, a written communication that relates to quasi-judicial action pending before a public official shall not be presumed prejudicial to the action if such written communication is made a part of the recorded before final action on the matter.
  - (c) Public officials may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial actions pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion regarding quasi-judicial action is made a part of the record before final action on the matter.
  - (d) Disclosure made pursuant to sub-paragraphs (a), (b), and (c) must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication. This Resolution does not subject public officials to part III of Chapter 112 for not complying with this section.
- (2) Definition. As used in this Resolution, the term “public official” means any elected or appointed public official of the City of Mascotte holding a municipal office who recommends or takes quasi-judicial action as a member of a board or commission of the City of Mascotte.

**SECTION II. CONFLICTS.** All Resolutions or parts of Resolutions, or laws in conflict with any of the provisions of this Resolution are hereby repealed to the extent of any conflict.

**SECTION III. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION IV. EFFECTIVE DATE.** That this Resolution shall become immediately upon its adoption.

The foregoing Resolution was passed and adopted by the City Council of the City of Mascotte, Florida, on the 16<sup>th</sup> day of October, A.D., 2006.

By:   
JEFF KRULL  
Mayor

Attest:

  
MARGE STRAUSBAUGH, MMC  
City Manager, City Clerk/Administrator



## Michelle Hawkins

---

**From:** Virginia Cassady [vcassady@shepardfirm.com]  
**Sent:** Monday, September 12, 2011 6:12 PM  
**To:** Michelle Hawkins  
**Cc:** Jim Gleason  
**Subject:** FW: Heron's Glen Application for Solid Waste Facility

Michelle, would you please print this out and make it part of the Council packets, per Fla. Stat. 286.0115? Thanks.

VC

**Shepard, Smith & Cassady, P.A.**  
Attorneys and Counselors at Law  
2300 Maitland Center Parkway, Suite 100  
Maitland, Florida 32751  
Phone 407-622-1772; toll free 866-247-3008  
Fax 407-622-1884  
[vcassady@shepardfirm.com](mailto:vcassady@shepardfirm.com)  
[www.ShepardSmithCassady.com](http://www.ShepardSmithCassady.com)



Virginia Cassady is a Board Certified Specialist in city, county, and local government law.

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**From:** Virginia Cassady [mailto:vcassady@shepardfirm.com]  
**Sent:** Monday, September 12, 2011 6:11 PM  
**To:** Barbara Krull (Barbara.Krull@CityofMascotte.com); Stephen Elmore (Stephen.Elmore@CityofMascotte.com); 'Brenda Brasher'; Tony Rosado (Tony.Rosado@cityofmascotte.com)  
**Cc:** Jim Gleason (Jim.Gleason@cityofmascotte.com); Michelle Hawkins (Michelle.Hawkins@CityofMascotte.com)  
**Subject:** Heron's Glen Application for Solid Waste Facility

**COUNCIL MEMBERS: Feel free to write or call me if you have questions about the contents of this email. If you send a reply, please remember not to "reply to all" or copy other Council members, per the Sunshine Law.**

MICHELLE: Please copy this email out for the Mayor.

Council:

The owner of Heron's Glen has applied for a Third Amendment to the current Development Agreement and a new Preliminary Site Plan.

To follow the absolute letter of the law, this matter will come to you as part of an ordinance. First reading of the ordinance will be held on 9/19. Second reading and public hearing would be scheduled for the 10/3 Council meeting, assuming you, as the LPA, find the application consistent with the Comprehensive Plan and that you as Council approve the ordinance on first reading on Sept. 19th.

### **Sept. 19 – Local Planning Agency and Comprehensive Plan consistency determination:**

On 9/19, Council sitting as the Local Planning Agency will first make a determination of whether the proposed new plan is consistent with the Comprehensive Plan. Any public comment **must** only address the question of Comprehensive Plan consistency. We will not, and *cannot*, get into any other “testimony” from the public about the proposed plan because of the quasi-judicial nature of the application. If you vote “yes” that the proposed plan is consistent with the Comprehensive Plan, we will move on to the 1<sup>st</sup> reading.

### **Sept. 19 - First Reading:**

This application calls for a quasi-judicial procedure and decision on your part. Therefore, you will have to remove your hats as politicians and legislators and put on your “judge” hats. This is because the law scrutinizes quasi-judicial decisions closer than it does legislative decisions made by elected officials because applicants have personal interests at stake (here, property) and are entitled to have the local and state laws correctly applied to their situations. According to the law, applicants are entitled to fairness, impartiality, and due process. Your impartiality is especially needed when, as here, an application may be controversial in the community.

Like other ordinances, the “public hearing” will not be until the 2<sup>nd</sup> reading. Therefore, the property owners 300 feet from Heron’s Glen will be notified 10 days before the public hearing on 10/3. Nearby property owners will not be notified in writing about the 1<sup>st</sup> reading, because the 1<sup>st</sup> reading is not a public hearing under Florida law. Likewise, the ad in the paper will not be published until 10 days before the public hearing on 10/3. Therefore, Jim and I will be advising you that there will be no “testimony” taken at the 1<sup>st</sup> reading. Why? Because the applicant will not be ready to present its case since the 1<sup>st</sup> reading is not the public hearing. To take “testimony” could be prejudicial.

Therefore, we will simply read the title of the ordinance at 1<sup>st</sup> reading, and you will vote “yes” or “no” to advance it to the 2<sup>nd</sup> reading/public hearing.

### **Ex parte communications:**

Communications which you have with any individual outside of a quasi-judicial public hearing after an application is filed is called “ex parte communications.”

Ex parte communications involve all of the following:

- Oral communication with staff, with me, or any individual regarding the application
- Written communication with staff, with me, or any individual regarding the application
- Site visits, personal research, or investigations

All of the above must be disclosed at the public hearing on Oct. 3 prior to a vote being taken, or the communication is presumed prejudicial, and the integrity of the City’s decision-making process will be challengeable.

**All written communication which you receive or send must be sent to Michelle and made part of the record in this matter. Failure to make any written communication part of the record in this matter will taint the impartiality of the City's decision-making process and will compromise the integrity of the proceedings.**

By this time, citizens or others may have contacted you regarding the application, and I know you went with Jim on a site visit. **Please keep a record of all of your ex parte communications, including the site visit and:**

- (1) The person with whom you spoke or from whom you received a letter; and**
- (2) The subject of your communications.**

I will ask you at the public hearing on Oct. 3 to state with whom you spoke or from whom you received information or a letter, the subject of your communications, and whether those communications, or any other fact, keep you from fairly and impartially considering the testimony at the public hearing. If you are prejudiced (either for or against the application), I recommend that you not vote.

When (or if) we get to the public hearing phase on Oct. 3, staff and I will guide you through the process.

Virginia

**Shepard, Smith & Cassady, P.A.**  
Attorneys and Counselors at Law  
2300 Maitland Center Parkway, Suite 100  
Maitland, Florida 32751  
Phone 407-622-1772; toll free 866-247-3008  
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[vcassady@shepardfirm.com](mailto:vcassady@shepardfirm.com)  
[www.ShepardSmithCassady.com](http://www.ShepardSmithCassady.com)



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## Michelle Hawkins

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**From:** Virginia Cassady [vcassady@shepardfirm.com]  
**Sent:** Monday, September 12, 2011 6:21 PM  
**To:** Michelle Hawkins  
**Cc:** Jim Gleason  
**Subject:** FW: Heron's Glen Filed Application 8-22-2011  
**Attachments:** postcard back rev 8 11 11.docx; postcard front rev 8 11 11.docx

Michelle, this is "ex parte communications" and has to be made part of the record in this application.

VC

**Shepard, Smith & Cassady, P.A.**  
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**From:** Jim Gleason [<mailto:Jim.Gleason@cityofmascotte.com>]  
**Sent:** Monday, August 22, 2011 2:31 PM  
**To:** Barbara Krull; Brenda Brasher; Mayor Jeff Krull; Stephen Elmore; Tony Rosado; Amy McLean; Curtis Upshaw; Michelle Hawkins; Randy Brasher; Steve Allen  
**Cc:** [vcassady@shepardfirm.com](mailto:vcassady@shepardfirm.com); Schaffer, Jeffrey; [nathan@twsquared.com](mailto:nathan@twsquared.com)  
**Subject:** Heron's Glen Filed Application 8-22-2011

Mayor Council:

Heron's Glenn has filed their new application for development of a PUD-CM off of Smith Road. The application and documents have been sent to Weaver-Boos Planning for complete review with regards to compliance with land code and city development regulations. Virginia and I are waiting for a response to the proposed Developers Agreement once it PUD-CM has been reviewed by our planner and attorney the applicant responds to any comments we will finalize remaining items at staff DRC meeting will advise the applicant when we can get it on a future agenda for LPA action and if necessary then move to a Public Hearing.

Attached is a copy of a Post Card that is being mailed to all Mascotte Property Owners by the applicant to advise them about the project and direct the resident to a web page for further information.

If you get any calls you can direct them to me at city hall , or advise the caller you have been advised an application was filed and is in currently being evaluated by our city planner and staff and at some point the matter will come to the council on an advertised agenda for a LPA and Council Public Hearing hopefully before the September or in the month of October.

**Jim Gleason ICMA-CM**

City Manager

City of Mascotte

100 East Myers Blvd

Mascotte, FL 34753

352-429-3341-ex:10

Fax:352-429-3345

[jim.gleason@cityofmascotte.com](mailto:jim.gleason@cityofmascotte.com)

**Few will have the greatness to bend history itself; but each of us can work to change a small portion of events, and in the total; of all those acts will be written the history of this generation.**

**-- Robert Kennedy**

**Under Florida law, e-mail addresses are public records.**

**If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.**

Dear Neighbor,

Mascotte, like other communities across our great nation, is facing a severe financial crisis. Hard economic times and bad decisions in the past got us to where we are today. City leaders have to make tough choices, and time is running out.

- Do you want more job opportunities right here in our community?
- Can you afford higher property taxes?
- Do you want Mascotte to be able to keep its police force and fire department?

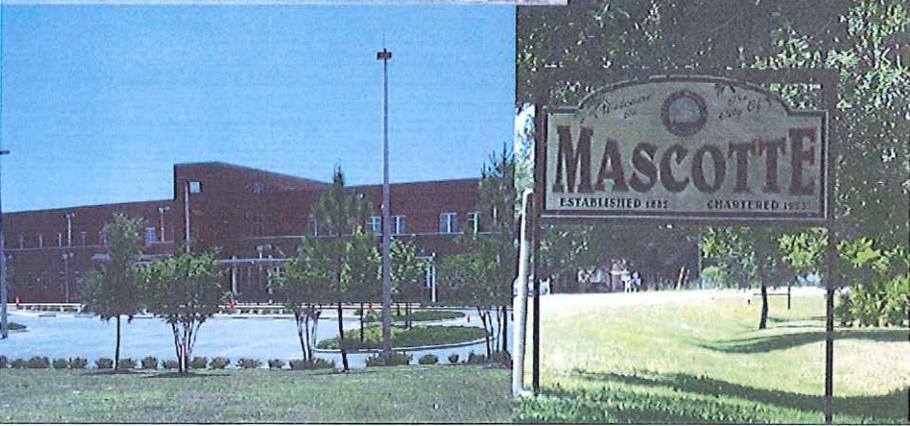
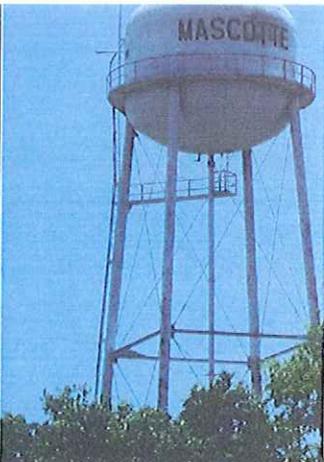
NOW is the time to speak up. Let City Hall know that Mascotte residents are also facing hard times and city leaders need to find new sources of revenue that don't depend on cash-strapped families.

**Find out more at [www.heronsglenatmascotte.com](http://www.heronsglenatmascotte.com)**

*For residents without internet access, hard copies of the website information are available at City Hall.*



TO



Even in the toughest of times, there are opportunities right around the corner.

(Heron's Glen logo goes here)

We hope you'll take just a few moments to look at our website so that you can see for yourself how Heron's Glen at Mascotte can benefit both the City of Mascotte and its residents.

[www.heronsglenatmascotte.com](http://www.heronsglenatmascotte.com)