Amye has original

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159 USA

352-751-1500 FAX 352-751-1510 www.ladylake.org

TOWN OF LADY LAKE
"Town of Lakes And Sunshine"
Founded: 1925, Lake County, Florida

January 13, 2006

James C. Watkins
Lake County Clerk of Circuit Court
P.O. Box 7800
Tavares, FL 32778

Dear Mr. Watkins:

Enclosed you will find the original Resolution 2005-128 pertaining to the Joint Planning Area Agreement which the Lady Lake Town Commission approved on January 5, 2006. Once the attached agreement is approved and signed by the Board of County Commissioners, please send the original back to the following address and we will have it recorded.

Town of Lady Lake
Atten: Kristen Straka
409 Fennell Blvd
Lady Lake, Fl. 32159

Thank you for your assistance in this matter.

Sincerely,

Kristen Straka

Kristen Straka
Deputy Town Clerk
Town of Lady Lake
(352) 751-1501

CC: Board of County Commissioners
Cindy Hall, County Manager
Amy King, Growth Management

RECEIVED
JAN 19 2006
LAKE COUNTY
PLANNING AND DEVELOPMENT SERVICES

0188-2006

RESOLUTION 2005-128

A RESOLUTION OF THE TOWN OF LADY LAKE, FLORIDA APPROVING A JOINT PLANNING AGREEMENT WITH LAKE COUNTY.

WHEREAS, the Town of Lady Lake has become an increasingly popular place for both residential and commercial development; and

WHEREAS, the Town of Lady Lake believes in and supports intergovernmental coordination to manage future growth; and

WHEREAS, the Town of Lady Lake believes that its citizens will be well-served to approve a Joint Planning Agreement (Attachment "A) to coordinate and plan future growth in a sound and thoughtful manner and to educate Lady Lake's citizens about the nature and type of development planned by Lake County; and

WHEREAS, The State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical abilities and service capacity to accommodate growth in an environmentally acceptable manner and use incentives and disincentives to achieve distinctive urban and rural land uses; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities which already exists and to plan for and finance new facilities in a timely, orderly, and efficient manner.

WHEREAS, Lake County and the Town of Lady Lake have already established a Joint Planning Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Lady Lake Town Commission, Lake County, Florida, that:

Section 1. The Joint Planning Agreement with Lake County attached hereto and incorporated herein will help ensure successful management of future growth and the mutually beneficial development of the Lady Lake area and thus, is approved.

Section 2. This Resolution shall become effective upon adoption.

DONE AND RESOLVED this 5th day of January, 2006, in regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida.

Max Pullen, Mayor

ATTEST:

Sue Gay, Town Clerk

Approved as to Legality

Derek Schroth, Town Attorney

Attachment "A"

TOWN OF LADY LAKE - LAKE COUNTY
JOINT PLANNING AGREEMENT

This Joint Planning Agreement is made and entered this _____ day of _____, 2005 by and between the Town of Lady Lake, a Florida Municipal Corporation (hereinafter "Town") and Lake County, Florida, a political subdivision of the State of Florida (hereinafter "County).

PREAMBLE

WHEREAS, the County and the Town recognize that proper intergovernmental coordination is essential for sound growth management; and

WHEREAS, the County and Town seek to have compatible land uses adjacent to their common boundary; and

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"), and Chapters 9J-5 and 9J-12, Florida Administrative Code, the Town and the County adopted and subsequently amended Comprehensive Plans (hereinafter referred to as the "Comprehensive Plan[s]"); and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical abilities and service capacity to accommodate growth in an environmentally acceptable manner and use incentives and disincentives to achieve a separation of urban and rural land uses; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities which already exists and to plan for and finance new facilities in a timely, orderly and efficient manner; and

WHEREAS, the Town and the County are desirous of engaging in joint efforts to comprehensively plan certain areas within the Town limits of the Town of Lady Lake and as well as certain areas located within the boundaries of Lake County, which areas are collectively and individually referred to herein as the "Joint Planning Area" or the "JPA", and

WHEREAS, the JPA, as depicted in Exhibit "A," delineates areas that the Town of Lady Lake is providing utility and other municipal services or intends to provide utility and other municipal services; and

WHEREAS, the Town and the County wish to agree on certain procedures for the timely review and processing of annexation and development proposals within the JPA; and

WHEREAS, there is no intent for this Agreement to restrict the County's authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, there is no intent for this Agreement to restrict the Town's authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for lands within the corporate boundaries of the Town or within the JPA should such lands be annexed by Town; and

WHEREAS, a Joint Planning Agreement will provide a basis for the evaluation of future development applications and annexation proposals as well as for the adequate provision of public services; and

WHEREAS, the Town and County wish to identify a joint planning area and have determined that such an agreement will foster intergovernmental coordination and cooperation, economical provision of services, including police, fire and other services, and adequate utilization of existing and proposed infrastructure; and

WHEREAS, this Agreement provides the Town and the County with ample opportunities to renegotiate the Agreement in response to changed circumstances, including the ability to seek refinement or expansion of the Joint Planning Area Boundary; and

WHEREAS, a public hearing with due public notice has been held by the Town and the County prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes; and

WHEREAS, it is the intent of the Town and the County that this Agreement shall be immediately applicable to any issuance of a non-de minimis Development Order, as defined in Article II of this Agreement, for a parcel of land located in the JPA and submitted to the County or Town after the effective date of this agreement; and

WHEREAS, annexation of properties can affect the responsibility for maintenance of public facilities such as roadways and drainage facilities; and

WHEREAS, the County and Town desire to enter into this Joint Planning Agreement to address post-annexation issues related to road right-of-way and drainage facility maintenance responsibility as well as development order requests within a Joint Planning Area and

WHEREAS, it is desirable for the Town and the County to enter into such an agreement to better identify areas proposed for future municipal service, and jurisdiction and to ensure better coordination of government services and reduce or eliminate substantial future non-conformities; and

WHEREAS, the establishment of this agreement will provide for a better defined boundary between the Town and the County including the elimination of enclaves and reduce confusion to residents and service providers; and

WHEREAS, the agreement will facilitate the flow of information regarding land development issues between the Town and the County;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Town and the County agree with each other to create and participate in the following Joint Planning Area agreement (hereinafter referred to as the "Agreement") as follows:

ARTICLE I - INCORPORATION OF PREAMBLE

1. Incorporation of Preamble. The Preamble above is true and correct and is incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an Interlocal Agreement pursuant to the authority within Sections 163.01, 163.3171, 163.3177(6)(h)1.a, as well as Chapter 171, Florida Statutes.

ARTICLE II - DEFINITIONS

1. Act. Means and refers to the "Local Government Comprehensive Planning and Land Development Regulation Act" set forth in Section 163.3161 *et. seq.*, Florida Statutes, as the same may be amended or superseded from time to time.

2. Agreement. Means and refers to this Joint Planning Agreement, as the same may be amended or supplemented as provided for herein.

3. Town. Means the Town of Lady Lake, a Florida municipal corporation.

Town Comprehensive Plan. Means the comprehensive plan adopted pursuant to the Act as amended from time to time.

Collector Road. Means the type of road that provides for movement between local streets and the regional road network. A collector road may include an arterial road.

6. County Comprehensive Plan. Means and refers in the case of the County to the County's Comprehensive Plan, adopted pursuant to the Act, as amended from time to time.

7. County Commission. Means the elected legislative governing board of Lake County referred to as the "Board of County Commissioners of Lake County".

8. Town Commission. Means the elected legislative governing board of the Town of Lady Lake and referred to as the "Lady Lake Town Commission".

9. Commercial Centers. Areas in which light industrial, heavy industrial, wholesale, manufacturing and assembly uses, warehousing, offices and combinations of these uses, as designated on the Lake County Future Land Use Map.

10. County. Means Lake County, Florida, a political subdivision of the State of Florida.

11. County-Maintained Roads. Refers to roadways, or segments thereof, along with associated drainage facilities, actually maintained by the County, which may or may not have been transferred to the County for maintenance responsibility by the State of Florida as outlined in Chapter 335, Florida Statutes, as amended or superseded from time to time.

12. De minimis development. A level of land development, for the purposes of this Agreement, that does not have a significant impact upon infrastructure and services. De minimis developments must be an integrated total development scheme without phases to be accomplished in the future, and may not exceed twice the density or intensity of the existing development located on the subject property or, with regard to the development of a vacant parcel or land, a proposed commercial development may not reduce the level of service on any road by a grade and may not increase the average daily traffic counts on any road with a level of service D, E, or F, with regard to the development of a vacant parcel or land, or for an existing parcel of record, proposed residential developments must be less than 40 acres and five units or less.

13. Development. Shall be defined as set forth in Sections 163.3164(6) and 380.04, Florida Statutes (2000), as amended or superseded from time to time.

14. Enclave. a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or (b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

15. Employment Centers. Areas in which light industrial, heavy industrial, wholesale, manufacturing and assembly uses, warehousing, offices and combinations of these uses, as designated on the Lake County Future Land Use Map.

16. Future Land Use Element. Means and refers to that section of either the Town's or County's Comprehensive Plan, which includes all of the requirements of Section 163.3177(6)(a), Florida Statutes, as the same may be amended or renumbered from time to time.

17. Governing Body. Means in the case of the County, the Board of County Commissioners, and in the case of the Town, the Lady Lake Town Commission.

18. Infrastructure or Utility Improvements. Means any proposed sewer, water, right-of-way or roadway improvement plans, electric, gas, telecommunications, parks, open space improvements, public building, public utilities, public drainage and retention conveyance structures owned and operated by a local government or private entity.

19. Joint Planning Area. Means and refers to that area depicted in Exhibit "A." Boundary within Lake County, shall be revised by the Town of Lady Lake at least every five years and shall be incorporated into this Agreement by formal amendment to this Agreement through mutual agreement of the Town and the County.

20. JPA. Means the Joint Planning Area.

21. JPA Map. Means and refers to the map attached hereto and incorporated herein by reference as Exhibit "A", which designates parcels of land encompassed by this Agreement.

22. Land Development Regulation. Means ordinances enacted by the Town or the County for the regulation of any aspect of Development.

24. Local Planning Agency. Means the recommending agency appointed by the Board of County Commissioners or Town Commission to review comprehensive plan and new Land Development Regulations and amendments thereto, and designated as the "local planning agency" pursuant to Section 163.3174, Florida Statutes. The Town LPA is currently the Town Commission and a School Board Representative.

25. Non-conforming. Prior land use which is prohibited by current regulations.

26. Parcel of Land. Means any quantity of land capable of being described with such precision or exactness that its location and boundaries may be established, which is designated by the Town, by the County, or by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

27. Significant Development Order. Means any determination or decision requiring either legislative, quasi-judicial, or administrative review and approval by either governing body related to annexations or Covenant to Annex agreements, comprehensive plan amendments, site plans, (excluding those resulting in less than a fifty percent (50%) expansion of a building), development of regional impact ("DRI"), planned unit developments ("PUD"), subdivision and plat approvals, rezonings, special exceptions, conditional uses, special permits, or utility improvements.

28. Unincorporated JPA. Means the area of the JPA that is not currently within the municipal limits of the Town, as depicted in Exhibit "A."

29. Vested Development. Development that has been issued a final development order.

ARTICLE III - DESIGNATION AND DEFINITION OF JOINT PLANNING AREA

Joint Planning Area Created.

a. The Joint Planning Area shall consist of those lands identified in Exhibit "A."

2. County and Town will use their best efforts to incorporate the boundaries of the Joint Planning Area into the Future Land Use Maps of their respective plans and to including the terms and conditions stated herein. County and Town will use their best efforts to amend their Land Development Regulations to incorporate the terms and conditions stated herein.

3. a. It is the intent of Town and County that the comprehensive plans of Town and County shall ensure that the lands in the Joint Planning Area are developed consistent with development within Town and at the same time to develop in a way that will ensure efficient provision of public infrastructure and services in this area.

b. The amendments contemplated in paragraph 2, above, shall cover growth management issues and may include, but are not limited to, the following topics:

Timing of urban growth

Density of urban and pre-urban areas

Limiting private utility providers to areas outside the JPA

Environmental resource management, including potential greenbelt areas

Innovative and flexible planning such as mixed-use, clustering and open space provisions

Transportation planning consistent with Lake County, Marion, and Sumter County Transportation Plans

4. If the County does create a land development overlay district, the Town shall be consulted and allowed to formally comment on the proposed district and associated regulations in an effort to ensure an orderly transition *of* land development between the municipality and County. It is the intent of Town and County that any proposed Land Development Regulations of Town and County shall ensure that the lands in the Joint Planning Area are developed consistent with development within the Town. In order to accomplish this goal, Town and County agree that the amendments to the Land Development Regulations of both the Town and the County, that may be developed, are intended to create a unified development code, which shall apply within Town and the Joint Planning Area. The Town and County staffs shall recommend to the Town Commission and County Commission, amendments to Town and County Land Development Regulations, establishing standards for Development within Town and the Joint Planning Area. The standards shall incorporate the standards from current Town and County standards that are superior to the standards currently applied.

5. Requests for municipal services within the JPA may at the discretion of the Town, require a Covenant to Annex or if contiguous to the Town boundary, annexation into the Town in order to receive municipal urban services. If the Town notifies the County as part of the Development Order application review process that a Covenant to Annex will be required because of the provision of Town utilities to the development and the property is located within the Town of Lady Lake's JPA, the County shall not approve a development order until such time as a Covenant to Annex has been executed by the Town and the applicant unless the Town refuses to provide utilities per this section, or

does not allow the property owner to recoup all costs of the utility line extension not directly attributable to property owner as others hook up to such lines within a reasonable time period.

The Town shall eventually provide utility services within the Town of Lady Lake JPA and may, at the discretion of the Town, require property owners to pay the initial expense of extending utility services through a refundable facilities program which allows the property owner to recoup all costs of the utility line extension not directly attributable to property owner as others hook up to such lines within a reasonable time period. The County shall not issue development orders within the Town of Lady Lake JPA without reviewing the proposed development with the Town to ensure the appropriate utility design for the development. If the Town is willing to provide utility services or provide utility services through a refundable facilities program as described above, the County shall not permit any new private utilities, septic tanks or wells to be constructed as part of development within the JPA without prior approval by the Town.

6. The Town shall annex only lands in the Joint Planning Area and shall not annex any lands outside of the Joint Planning Area without amendment of Exhibit "A" of this Agreement, except that the Town may annex existing non-conforming or vested developments, employment centers and commercial centers.

As real property within the area depicted as unincorporated is annexed into the Town, it shall be unnecessary to amend this Agreement or Exhibit "A."

a. Terms of Annexation Related to Transfer of Infrastructure. All future municipal annexation-related transfers of infrastructure shall occur consistent with the following terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between the two nearest collector streets (or streets with a higher classification) intersecting right-of-ways (i.e. cross streets), except for existing County roads currently being maintained within the Town, the Town shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to

an annexation shall include the entire width of the right-of-way adjacent to annexed properties.

b. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of-Way. Transfers of maintenance responsibility and ownership from the County to the Town related to road right-of-ways and their associated drainage facilities not associated with an annexation shall require an agreement between the Town and the County.

7. County Right-of-Way Maintenance Responsibility. Until this Agreement is modified pursuant to Article IV below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways or segments thereof, and associated drainage facilities within the JPA. The County agrees to continue to maintain these facilities until transferred to the Town of Lady Lake in accordance with the terms of this Interlocal Agreement, or as said Agreement is modified pursuant to Article IV below. Upon execution of this agreement, any new roads constructed by the County in the Town shall be maintained and owned by the County.

ARTICLE IV – PROCEDURES FOR REVIEWING AND COMMENTING ON DEVELOPMENT ORDERS WITHIN THE JPA

1. Forwarding of Development Order Applications from the County to Town and Town to County. The Town and County, within five (5) working days of receipt of any applications or preliminary plans associated with an application for a significant Development Order within the JPA, or within the Town if such Development Order would have significant impacts on transportation or other infrastructure in the JPA, shall provide a copy of such application materials to the designated department, division or office of the other party as described in Section 6, Article IV herein. For the purposes of this agreement, a significant Development Order shall not mean single family residential building permits or minor commercial building permits, but is intended to mean those Development Orders for which site plan approval or subdivision approval or greater is required. The Town or County may request a meeting to discuss the effect of such development on the neighboring jurisdiction subject to this Agreement.

The County/Town staff shall provide to the Town/County its comments on the matters above, within ten (10) working days of receipt of a copy of said applications. The noted time frames may be extended by consent of both parties in order for the Town staff and the County staff to review the objecting party's comments so long as the time frames within Town or County's Land Development Regulations are complied with. If at any time the secondary jurisdiction shall consider the Development Order at a public meeting, the landowner or applicants for the proposed Development Order shall be given notice of the time, date, and place of the public meeting of the elected body of secondary jurisdiction.

If a modification of a development order application is submitted to the primary jurisdiction, the secondary jurisdiction shall be afforded review pursuant the review time periods described herein.

2. Review of Development Applications described in 1, above. In addition to the evaluation and comments normally prepared by the Town or County agency initially accepting an application for a Development Order, any comments submitted by the agency of secondary jurisdiction in their review of the copy of said Development Order application shall be considered by the agency of primary jurisdiction in its review of said Development Order including examination of the relationship between the application, the Town and County's Comprehensive Plans and this Agreement.

3. When reviewing any Development Order plans/applications for properties within the JPA that are bound by a Town of Lady Lake Covenant to Annex, the Town staff shall provide review comments and forward such Covenant to Annex directly to the County. Formal review of said plans/applications along with the permitting, inspection and the issuance of Certificates of Occupancy on such properties shall then be the responsibility of the County. Such properties shall meet the supplemental development criteria, if any, as stipulated in the Town of Lady Lake Annexation Agreement. The County shall not issue a Certificate of Occupancy until the Town has approved all public infrastructure to be transferred to the Town pursuant the terms established in the Covenant to Annex and any additional Town requirements, including concurrency, shall be forwarded to the County as part of the Development Order application review process. In addition to requiring the Covenant to Annex, the Town may require a

property owner to sign an Annexation Agreement at the time the property is actually annexed.

4. Development Orders within the Town's portion of the JPA. The governing and/or administrative body of the Town shall consider the comments of the County for property annexed after execution of this agreement or anticipated to be annexed as part of a Covenant to Annex.

ARTICLE V - GENERAL PROVISIONS

1. Disclaimer of Third Party Beneficiaries. This agreement is solely for the benefit of the parties executing this Agreement, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of all and shall be binding upon the parties hereto and their respective and express representatives, successors and assigns.

2. Renegotiation. The County or Town may call for renegotiation of this Agreement by written notice to the other party at any time during or after a period of five (5) years from the date of adoption. The Town and County may renegotiate this Agreement in response to changed circumstances, to seek refinement, expand or contract the JPA boundary, or alter the designated time allowances as described in this Agreement. Upon such written notice, for a period of 90 days thereafter, the Town and the County shall attempt to renegotiate this Agreement in good faith. During that 90-day period, where either party, in its sole discretion and in good faith, determines that such renegotiations have reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164, Florida Statutes. If no Agreement is negotiated during the 90-day period or during the conflict resolution process, the terms of this Agreement shall continue to govern and remain in full force and effect. Should the Town or the County seek judicial review of this Agreement, or to enforce this Agreement, the Town and the County recognize that venue will be properly located in Lake County, Florida for any action regarding

this Agreement. The failure of any party to this Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement shall not be deemed the only method by which to enforce the provisions of this Agreement.

3. Severability, Construction and Interpretation. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsection, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence, clause, or word did not exist. This Agreement was mutually negotiated by all parties who have executed the same. Consequently, it is the intent of the parties that no provision shall be more harshly construed against either party as the drafter hereof.

4. Effective Date. Prior to this Agreement, or any amendment hereto, becoming effective, it shall be approved and executed by both parties hereto, and pursuant to Section 163.01(11), Florida Statutes (1999), this Agreement shall become effective immediately after filing of this Agreement with the Clerk of the Circuit Court of Lake County, Florida. This Agreement shall be recorded in the public Records of Lake County, Florida, and the cost thereof, if any, shall be shared equally by both governing bodies.

Termination and Amendment.

Termination.

(1) This Interlocal Agreement shall terminate automatically after five (5) years from the date of final adoption unless it is renewed for an additional five (5) year period, in writing, more than 30 calendar days prior to the execution date mentioned herein.

(2) Either party may terminate this Agreement at any time by delivering written notice to the other party of its intent to terminate this Agreement at least sixty (60) days prior to the intended date of termination.

b. Amendment. This Agreement, including the Comprehensive Plan and Land Development Regulations of the JPA, may be amended at any time provided both Town and County governing bodies authorize said amendment.

c. Amendment or Termination of Agreement to be in Writing. Except as provided for herein, no amendment or termination of this Agreement shall be binding on either party unless a written instrument terminating or amending this Agreement is executed by the County Commission Chairman and the Town Manager after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Lake County, Florida. Except as set forth herein, all instruments amending or terminating this Agreement shall be recorded in the Public Records of Lake County, Florida.

6. Notice; Proper Form. Any notice to be delivered hereunder to either the Town or the County by the other party shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official designate hereunder with receipt acknowledged in writing, or (b) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith. Copies need not, but are encouraged to be sent pursuant to the above referenced provisions.

COUNTY	MUNICIPALITY
County Manager Lake County Administration Building A P.O. Box 7800 315 West Main Street Tavares, FL 32778-7800	Town Manager Town of Lady Lake 409 Fennell Boulevard Lady Lake, FL 32159

Either party to this Agreement may unilaterally amend this by revising the address or designee to whom notices are to be delivered by providing notice to the other party as provided herein.

7. Rules of Construction. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles or catchlines for articles, sections, or subsections herein are used for ease in reading this Agreement, and the subtitles or catchlines do not form a substantive part of this Agreement for purposes of interpretation. This Agreement shall be liberally interpreted to achieve its goals and purposes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2006, and MUNICIPALITY through its Town Commission, signing by and through its Mayor, duly authorized to execute same by Commission action on the _____ day of _____, 2006.

COUNTY OF LAKE

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

_____
James C. Watkins, Clerk
of the Board of County
Commissioners of Lake County, Florida

_____
Jennifer Hill, Chairman

This _____ day of _____, 2006.

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

MUNICIPALITY
ATTEST:

Sue Gay
Town Clerk

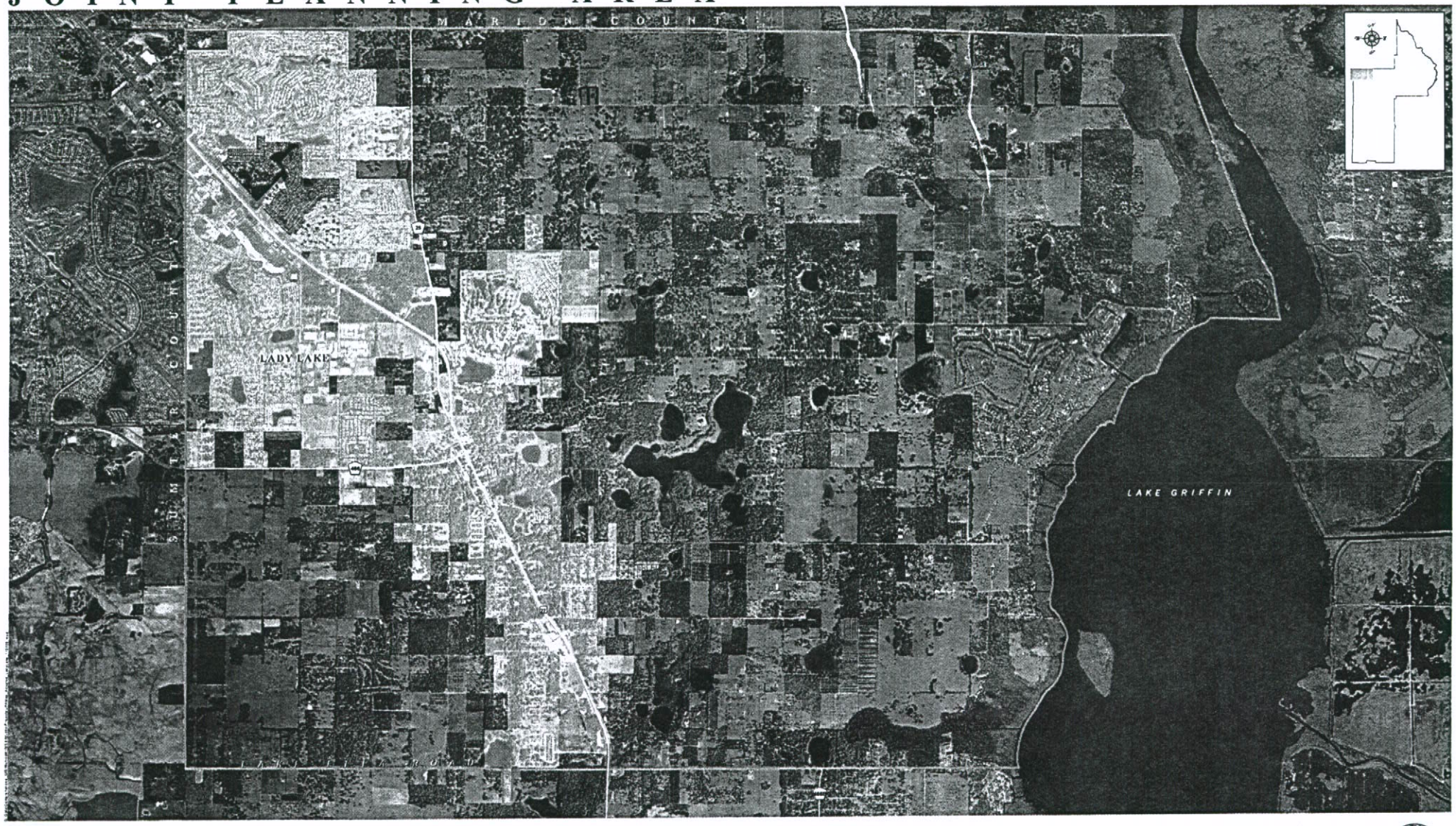
Max Pullen
Mayor

This _____ day of _____, 2006

Approved as to form and legality:

_____
Derek Schroth
Town Attorney

TOWN OF LADY LAKE
JOINT PLANNING AREA



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LAKE COUNTY, FLORIDA

NOVEMBER, 2005