

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS**

JON POSPISIL,

Petitioner,

vs.

DOAH CASE NO.: 10-8880GM

DEPARTMENT OF COMMUNITY AFFAIRS  
AND LAKE COUNTY, FLORIDA,

Respondents.

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CLONTS GROVES, INC.,

Petitioner,

vs.

DOAH CASE NO. 10-8957GM

DEPARTMENT OF COMMUNITY AFFAIRS  
AND LAKE COUNTY, FLORIDA,

Respondents.

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LONG AND SCOTT FARMS FAMILY  
LIMITED PARTNERSHIP AND LONG  
AND SCOTT FARMS, INC.,

Petitioners,

vs.

DOAH CASE NO. 10-8958GM

DEPARTMENT OF COMMUNITY AFFAIRS  
AND LAKE COUNTY, FLORIDA,

Respondents.

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SORRENTO COMMONS, LLC,

Petitioners,

DOAH CASE NO. 10-8960

vs.

DEPARTMENT OF COMMUNITY AFFAIRS  
AND LAKE COUNTY, FLORIDA,

Respondents.

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NOLA LAND COMPANY, INC.,

Petitioner,

DOAH CASE NO. 10-8959GM

vs.

DEPARTMENT OF COMMUNITY AFFAIRS  
AND LAKE COUNTY, FLORIDA,

Respondents.

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W.D. LONG FAMILY FARMS, LLP;  
EDWARDS HARBOR, LLC; EDWARDS  
CAPITAL, LLC; EDWARDS KEY, LLC  
ET AL,

Petitioners,

DOAH CASE NO. 10-8961GM

vs.

DEPARTMENT OF COMMUNITY AFFAIRS  
AND LAKE COUNTY, FLORIDA,

Respondents.

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## **STIPULATED SETTLEMENT AGREEMENT**

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between the Petitioners, JON POSPISIL; CLONTS GROVES, INC.; LONG AND SCOTT FARMS LIMITED PARTNERSHIP AND LONG AND SCOTT FARMS, INC.; NOLA LAND COMPANY, INC.; EAGLE FL I SPE, LLC; AND W.D. LONG FAMILY FARMS, LLP; EDWARDS HARBOR, LLC; EDWARDS CAPITAL, LLC, ET AL, (collectively, Petitioners) and Respondents, DEPARTMENT OF COMMUNITY AFFAIRS and LAKE COUNTY, as a complete and final settlement of all claims raised in the above-styled proceeding.

### **RECITALS**

WHEREAS, the State of Florida, Department of Community Affairs (DCA or Department), is the state land planning agency and has the authority to administer and enforce the Community Planning Act, Chapter 163, Part II, Florida Statutes<sup>1</sup>; and

WHEREAS, Lake County (Local Government) is a local government with the duty to adopt comprehensive plan amendments that are “in compliance;” and

WHEREAS, the Local Government adopted the Comprehensive Plan Amendment at issue in this proceeding (Plan Amendment) by Ordinance No. 2010-25 on May 25, 2010; and

WHEREAS, the Plan Amendment adopts a revised comprehensive plan with a new planning horizon of 2030; and

WHEREAS, the Department published its Notice of Intent regarding the Plan Amendment on July 23, 2010; and

WHEREAS, as set forth in the Notice of Intent, the Department contends that the Plan Amendment, except for amendments 1,2,3,4,5,6,7,9,10, and 11 which the Department contends were improperly adopted and therefore no compliance determination was made for these amendments, is “in compliance”; and

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<sup>1</sup> Unless otherwise noted, all citations to chapter 163 shall be the statute as amended by Ch. 2011-139, Laws of Florida.

WHEREAS, pursuant to Section 163.3184(5)(a), Florida Statutes, the Petitioners have initiated the above-styled formal administrative proceedings, which have been consolidated, contending that the Plan Amendment is not in compliance; and

WHEREAS, the Local Government and the Department dispute the allegations of the Petitions regarding the Plan Amendment; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

### **GENERAL PROVISIONS**

1. **Definitions.** As used in this agreement, the following words and phrases shall have the following meanings:

- a. **Act:** The Community Planning Act, as codified in Part II, Chapter 163, Florida Statutes.
- b. **Agreement:** This stipulated settlement agreement.
- c. **Comprehensive Plan Amendment or Plan Amendment:** Comprehensive plan amendment adopted by the Local Government on May 25, 2010, as Ordinance No. 2010-25.
- d. **DOAH:** The Florida Division of Administrative Hearings.
- e. **In compliance or into compliance:** The meaning set forth in Section 163.3184(1)(b), Florida Statutes.
- f. **Petitions:** The petitions for administrative hearing and relief filed by the Petitioners in this case.

g. Notice of Intent: The notice of intent issued by the Department to find the Plan Amendment in compliance.

h. Remedial Action: A Remedial Plan Amendment, submission of support document or other action described in this Agreement as an action which must be completed to bring the Plan Amendment into compliance.

i. Remedial Plan Amendment: An amendment to the plan or support document, the need for which is identified in this Agreement, including its exhibits, and which the local government must adopt to complete all remedial actions. Remedial plan amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified in this Agreement or be otherwise acceptable to the Department.

j. Support Document: The studies, inventory maps, surveys, data, inventories, listings or analyses used to develop and support the Plan Amendment or Remedial Plan Amendment.

2. Authority for Agreement. The Parties have the authority to enter into this Agreement pursuant to Section 163.3184(6), Florida Statutes. The Petitioners filed the Petitions in this case alleging that the Plan Amendment is not in compliance. Subsequent to the filing of the Petitions the parties conferred and agreed to resolve the issues in the Petitions through this Agreement. It is the intent of this Agreement to resolve fully all issues between the parties in this proceeding.

3. Description of Provisions not in Compliance and Remedial Actions; Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the Notice of Intent, which identifies the Plan Amendment, except for amendments 1,2,3,4,5,6,7,9,10, and 11 which the Department contends were improperly adopted and therefore no compliance determination was made for these amendments, as being in compliance. Exhibits B1, B2, B3, B4, B5, and B6 contain the Remedial Actions needed for compliance. Exhibits A and B1-B6 are incorporated in this

Agreement by this reference. This Agreement constitutes a stipulation that if the Remedial Actions are accomplished, the Plan Amendment, will be in compliance, except for amendments 1,2,3,4,5,6,7,9,10, and 11.

4. Remedial Actions to be Considered for Adoption. Within 60 days after execution of this Agreement by the parties, the Local Government shall consider for adoption, by formal action of its governing body, all Remedial Actions or Remedial Plan Amendments and amendments to the Support Documents described in Exhibits B1, B2, B3, B4, B5, and B6. This may be done at a single adoption hearing.

5. Acknowledgment. The parties to this Agreement acknowledge that the "shall be limited to" provisions in Section 163.3184(5)(b)1, Florida Statutes, do not apply to the Remedial Plan Amendment.

6. Transmittal of Remedial Plan Amendment to the Department. Within ten (10) working days after adoption of the Remedial Plan Amendment, the Local Government shall transmit 3 copies (one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) of the Remedial Plan Amendment to:

Department of Community Affairs – Plan Processing Team  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399

The Remedial Plan Amendment shall be transmitted to the Department along with a letter which describes the remedial action adopted for each part of the plan amended, including references to specific portions and pages.

7. Review of Remedial Plan Amendment and Notice of Intent. Within 30 days after receipt of the adopted Remedial Plan Amendment and Support Documents:

a. In Compliance: If the adopted Remedial Actions satisfy this Agreement, the Department shall post on the Department's internet website a Cumulative Notice of Intent addressing both the Plan Amendment, except for amendments 1,2,3,4,5,6,7,9,10, and 11,

and the Remedial Plan Amendment as being in compliance. The Department shall file this Cumulative Notice with DOAH and shall move to realign the parties or to have this proceeding dismissed, as may be appropriate.

b. Not in Compliance: If the Remedial Actions do not satisfy this Agreement, the Department shall post on the Department's internet website a Cumulative Notice of Intent to find the Plan Amendment not in compliance and shall forward the Cumulative Notice to DOAH for consolidation with the pending proceeding.

8. Purpose of this Agreement; Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Plan Amendment. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

9. Approval by Governing Body. This Agreement has been approved by the Local Government's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(6)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the Local Government's charter or other regulations.

10. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

11. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

12. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this Agreement.

13. Effective Date. This Agreement shall become effective immediately upon execution by the Department and the Local Government.

14. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties, and the parties shall request a stay by the Administrative Law Judge in accordance with Section 163.3184(6)(b), Florida Statutes.

15. Retention of Right to Final Hearing. All parties to this Agreement hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action.

16. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

17. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

18. Governmental Discretion Unaffected. This Agreement is not intended to bind the Local Government in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

19. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

20. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**[Signatures on Following Pages]**

**DEPARTMENT OF COMMUNITY AFFAIRS**

By: J. Thomas Beck  
J. Thomas Beck, Director  
Division of Community Planning

6-15-11  
Date

Approved as to form and legality:

[Signature]  
Assistant General Counsel

6/15/11  
Date

**[Additional Signatures on Following Pages]**

**LAKE COUNTY**

Approved as to form and legality:

By: \_\_\_\_\_  
[Name]  
[Title]  
\_\_\_\_\_  
Date

\_\_\_\_\_  
County Attorney  
\_\_\_\_\_  
Date

**BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA**

\_\_\_\_\_  
Jennifer Hill, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

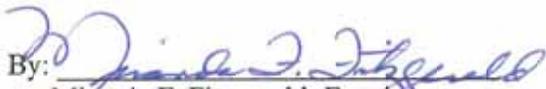
\_\_\_\_\_  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

**[Additional Signatures on Following Pages]**

W.D. LONG FAMILY FARMS, LLP;  
EDWARDS HARBOR, LLC; EDWARDS  
CAPITAL, LLC; EDWARDS KEY, LLC;  
EDWARDS CAPITAL, LLC; EDWARDS  
KEY, LLC; BAKER HERITAGE, LLC;  
BAKER COMPLEX, LLC; BAKER KID,  
LLC; ISLAND TREE, LLC; AMES  
HOLDINGS, LLC; AMES CHARTER,  
LLC; AMES KAPP, LLC; JJW INVESTMENTS,  
LLC; JAMES E. ROPER, as Trustee, et al.  
under the Will of Grace Bernice Roper;  
GORDON TENDER, LLC; GORDON KEEP,  
LLC; GORDON HEDGE, LLC; GORDON  
TRACK, LLC; GORDON HORN, LLC;  
CURTIS HOSPITALITY, LLC; CURTIS  
CUSTOM, LLC; CURTIS KING, LLC;  
DAVIDSON HARVEST, LLC; DAVIDSON  
CRUISER, LLC and DAVIDSON KEG, LLC

By:   
Miranda F. Fitzgerald, Esquire

  
Date

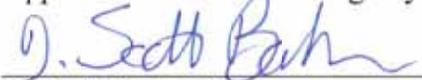
[Additional Signatures on Following Pages]

**JON POSPISIL**

By:   
Jon Pospisil

6/27/2011  
Date

Approved as to form and legality:

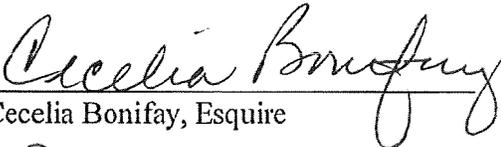
  
D. Scott Baker, Esq.

6/24/11  
Date

**[Additional Signatures on Following Pages]**

[Signature Page]

**CLONTS GROVES, INC.**, a Florida corporation, **LONG AND SCOTT FARMS FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP**; a Florida limited liability limited partnership, **LONG AND SCOTT FARMS, INC.**, a Florida corporation, **NOLA LAND COMPANY, INC.**, a Florida corporation, and **EAGLE FL I SPE, LLC**, a Florida limited liability company,

By:   
Cecelia Bonifay, Esquire

Date: June 29, 2011

{Revised with new law SSA;1}

[Substituting for Signature Pages 14-17]



STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

*"Dedicated to making Florida a better place to call home"*

CHARLIE CRIST  
Governor

THOMAS G. PELHAM  
Secretary

July 22, 2010

The Honorable Welton G. Cadwell, Chair  
Lake County Board of County Commissioners  
Post Office Box 7800  
Tavares, Florida 32778

Dear Mr. Cadwell:

The Department of Community Affairs has completed its review of the adopted Lake County Comprehensive Plan Amendment adopted by Ordinance Number 2010-25 (DCA No. 10-1ER) on May 25, 2010, and determined that it meets the requirements of Chapter 163, Part II, Florida Statutes (F.S.), for compliance, as defined in Subsection 163.3184(1)(b), F.S., except for amendments 1, 2, 3, 4, 5, 6, 7, 9, 10, and 11, which were not properly adopted and are identified in the Table entitled "Future Land Use Map Changes (13 changes made after Transmittal) – Lake County – 2030 Comprehensive Plan" as submitted by the County on June 11, 2010. The Department did not make a compliance determination on Amendments 1, 2, 3, 4, 5, 6, 7, 9, 10 and 11 which are further identified as follows: Amendment No. 1 - 1500 acres, west of US 27, Fruitland Park and Lady Lake area, from Rural to Urban Low Density; Amendment No. 2 - 16.3 acres, CR 44, Radio Road and CR 473 area, from Urban Expansion and Rural within a Neighborhood Activity Center, to Regional Commercial; Amendment No. 3 - 17.5 acres, CR 44 and Emerald Avenue, Leesburg Area, from Rural Village to Industrial; Amendment No. 4 - 291 acres, Estes Road, Lake Lincoln Lane and Bates Avenue, Eustis area, from Suburban and Urban Expansion to Urban Low Density; Amendment No. 5 - 10 acres at SR 44 and CR 437, Eustis area, from Rural, WRPA Receiving area within a Neighborhood Activity Center, to Rural, Rural Transition and WRPA Receiving area with a Rural Support Intersection overlay; Amendment No. 6 - 60 acres on US 441 East of Mt. Dora, Florida Twin Markets Parcel, Urban Expansion to Regional Commercial; Amendment No. 7 - 85 acres on CR 437, Jones parcel, in Mt. Plymouth Sorrento area from Urban Compact Node Non-Wekiva, to Mt. Plymouth Sorrento Main Street (51 acres) and Mt. Plymouth Sorrento Neighborhood (34 acres); Amendment No. 9 - 350 acres next to Industrial Park in Groveland area, from Suburban to Regional Office; Amendment No. 10 - 42 acres south of SR 50, East of Clermont, from Urban Expansion with Employment Center Overlay to Regional Office; and Amendment No. 11 - 615 acres north of SR 50 and CR 50, East of Clermont, from Urban Expansion to Urban Low Density.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100  
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: [www.dca.state.fl.us](http://www.dca.state.fl.us)

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦  
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5923 (f) ♦

The Honorable Welton G. Cadwell  
July 22, 2010  
Page 2

The Department is issuing a Notice of Intent to find the plan amendment in compliance, except for FLUM amendments 1, 2, 3, 4, 5, 6, 7, 9, 10 and 11, described above. The Notice of Intent has been sent to the *Orlando Sentinel (Lake Sentinel Edition)* for publication on July 23, 2010.

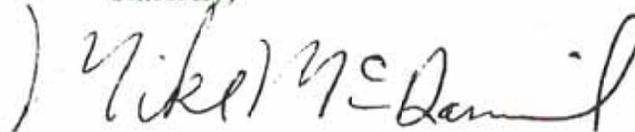
The Department's Notice of Intent to find a plan amendment in compliance shall be deemed to be a final order if no timely petition challenging the amendment is filed. Any affected person may file a petition with the agency within 21 days after the publication of the notice of intent pursuant to Section 163.3184(9), F.S. No development orders, or permits for a development, dependent on the amendment may be issued or commence before the plan amendment takes effect. Please be advised that Section 163.3184(8)(c)2., F.S., requires a local government that has an Internet site to post a copy of the Department's Notice of Intent on the site within 5 days after receipt of the mailed copy of the agency's Notice of Intent.

Please note that a copy of the adopted Lake County Comprehensive Plan Amendment and the Notice of Intent must be available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at Lake County Administrative Building, 315 West Main Street, Fifth Floor, Tavares, Florida 32778.

If an affected person challenges this in-compliance determination, you will have the option of mediation pursuant to Subsection 163.3189(3)(a), F.S. If you choose to attempt to resolve this matter through mediation, you must file the request for mediation with the administrative law judge assigned by the Division of Administrative Hearings. The choice of mediation will not affect the right of any party to an administrative hearing.

If you have any questions, please contact Julie Evans, Senior Planner, at (850) 922-1816.

Sincerely,

A handwritten signature in black ink that reads "Mike McDaniel". The signature is written in a cursive style with a large initial "M".

Mike McDaniel, Chief  
Office of Comprehensive Planning

MM/je

Enclosure: Notice of Intent

cc: Ms. Amye King, AICP, Growth Management Director  
Mr. Phil Laurien, Executive Director, East Central Florida Regional Planning Council

**Exhibit B1**

Settlement Agreement for DOAH Case No. 10-8957GM  
Clonts Groves Property

**1. Amendments to the 2030 Comprehensive Plan Future Land Use Map.**

**The 2030 Future Land Use Map shall be amended as follows:**

The parcel of land generally located on the south side of the City of Clermont on the east side of U.S. Highway 27 between Schofield Road and N. Bradshaw Road, consisting of approximately 711 acres, described as:

Tracts 33, 48, 49 and 64, less the East 33 feet thereof; all of Tracts 34, 35, 36, 44, 45, 46, 47, 50, 51, 52, 53, 59, 60, 61, 62 and 63, and that part of Tracts 37, 38, 39, 40, 41, 54, 55 and 58 lying east of the right-of-way of U.S. Highway No. 27 in Section 21, Township 23 South, Range 26 East, in Lake County, Florida, according to the plat of Monte Vista Park Farms recorded in Plat Book 2, Page 27, Public Records of Lake County, Florida.

Also, all that part of Section 28, Township 23 South, Range 26 East in Lake County, Florida, lying East of the right-of-way of U.S. Highway No. 27, less the East 33 feet thereof.

The property shall be assigned the Urban Low Density Future Land Use Category.

**2. Amendments to the 2030 Comprehensive Plan.**

**The following policies in the 2030 Comprehensive Plan shall be amended as follows:**

***I-1.3.1.4 Commercial and Office Uses to Serve Traditional Neighborhoods***

Commercial and office uses shall be provided to serve the need of residents within the Traditional Neighborhood. The maximum number of acres or square feet of commercial or office space shall be based upon the number of residential units and accessibility to the Neighborhood Core. Within 12 months of the effective date of this plan, specific criteria shall be defined and included in the Land Development Regulations, consistent with the underlying Future Land Use Category. Such criteria shall maintain consistency with the commercial criteria below.

Commercial and office uses shall be located primarily within the Traditional Neighborhood Core, with specific standards for placement contained in the Land Development Regulations. These standards shall place the front of buildings close to primary access streets, or common areas such as parks and plazas, with parking provided to the rear of the site or within shared pools of parking strategically located within the Neighborhood Core. Commercial and office uses shall be limited in scale and size through a combination of site and architectural design standards contained in the Land Development Regulations that address elements including but not limited to maximum ground floor area, building height and facade design.

**Nonresidential uses developed pursuant to this Policy shall not be subject to the locational criteria specified under Policy I-1.3.10 Commercial Activities within the Urban Future Land Use Series.**

**Policy I-1.3.10 Commercial Activities within the Urban Future Land Use Series**

Within the Urban Future Land Use Series, Lake County shall allocate sufficient land area to accommodate commercial activities that provide goods and services, with consideration to economic benefits and environmental impacts to the County. For the purposes of this Objective, the term "Commercial" shall include commercial, retail, office, limited light industrial uses and other uses commonly associated with these activities. The location and distribution of commercial land uses within Lake County shall be guided by information contained in the Data Inventory and Analysis for the Future Land Use and Economic Elements. The policies below shall apply to commercial development within the Urban Future Land Use Series, **except when developed as a traditional neighborhood consistent with Policy I-1.3.1 Traditional Neighborhood Development.**

**Policy II-1.1.9 Sanitary Sewer Levels of Service**

The Level of Service standard for central sanitary sewer systems shall be ~~100~~ **70** gallons per capita per day, or the Equivalent Residential Unit (ERU) for non-residential development. If connection is required to a municipal or private utility, and the development is within the Utility Service Area of the utility, the higher level of service as adopted by that utility shall supersede the County's LOS.

**Exhibit B2**

Settlement Agreement for DOAH Case No. 10-8961GM  
South Lake Area Properties

As used herein the term "South Lake Area" means the lands that are designated as either the South Lake Strategic Planning Area or the South Lake Rural Protection Area on the Future Land Use Map adopted by the Lake County Board of County Commissioners on May 25, 2010.

1. **Amendments to the 2030 Comprehensive Plan.**

**The County shall delete the following objective and policies that were previously adopted on May 25, 2010 as part of the 2030 Comprehensive Plan. The remaining objectives and policies will be renumbered as needed:**

- Policy I-1.4.9: South Lake Strategic Area Plan for South Lake County;
- Objective I-5.5: South Lake County Rural Protection Area;
- Policy I-5.5.1: Importance of South Lake County Rural Protection Area; and
- Policy I-5.5.2: Land Use in South Lake Rural Protection Area.

**The following policies within the 2030 Comprehensive Plan shall be amended and one policy shall be added as follows: Policy I-1.2.4 Calculation of Residential Density**

Maximum residential density, expressed as "dwelling units per net acre," shall be defined as the total allowable number of dwelling units that may be constructed on the "net buildable area" of a parcel. "Net buildable area" shall be defined as the total area of a parcel, **or combination of parcels, proposed for development**, less wetlands and water bodies. In addition to the aforementioned allowance, one (1) additional dwelling unit may be built within the net buildable area of a parcel for every five (5) acres of wetlands on the entire subject parcel. The term "net acre" shall be synonymous with the term "net buildable acre."

Within the Green Swamp Area of Critical State Concern only one (1) additional dwelling unit may be built within the net buildable area of a parcel for every twenty (20) acres of wetlands on the subject parcel.

Within the Wekiva River Protection Area Sending Area 1, only one (1) additional dwelling unit may be built within the net buildable area of a parcel for every forty (40) acres of wetlands of the subject parcel. Within the Wekiva River Protection Area Sending Area 2 and Wekiva River Protection Area Receiving Area 1, only one (1) additional dwelling unit may be built within the net buildable area of a parcel for every twenty (20) acres of wetlands of the subject parcel.

Any subdivision of land or lot split shall not create densities greater than that allowed by the assigned Future Land Use Category specified in this Comprehensive Plan.

**Policy I-5.1.2 Transfer, Sale or Exchange of Development Rights.**

Within twelve (12) months of the effective date of the Comprehensive Plan, the County shall evaluate the efficacy of establishing sending and receiving areas appropriate for the transfer, sale or exchange of development rights throughout the County to sites within the Urban Land Use Series ~~from inside of Rural Protection Areas to outside of Rural Protection Areas.~~ This may include methods of shifting development rights ~~right transfer~~ from unincorporated areas to municipalities facilitated through Joint Planning Agreements or similar agreements. It shall be the intent of this policy to direct development away from Rural Protection Areas and toward existing urban areas in the Urban Land Use Series.

**Policy I-7.5.9 ~~Required Use of Conservation Easements~~ Use of Protective Measures to Avoid Adverse Development Impacts**

~~In order to protect the following areas from any future encroachment or~~ the event the County or another agency having jurisdiction determines that a development proposal will adversely impact one or more of the areas outlined below, the area shall be delineated using best available data. ~~†The County shall require conservation easements,~~ to the extent ~~as allowed by law consistent with Chapter 704, Florida Statutes, or similarly recorded and binding legal instrument (including plat restrictions),~~ or fee-simple dedication to a public agency, or some other form of recorded and binding legal instrument to protect the following:

- Post-development flood prone areas;
- Wetlands and buffer areas;
- Environmentally sensitive areas including, but not limited to, xeric uplands and scrub habitats;
- Wildlife corridors and buffers;
- Karst features and buffers;
- Aquifer recharge areas;
- Natural or engineered drainage features which qualify as open space;
- "Preservation" or "conservation" areas which are part of a development project; and
- Common open space in clustered platted subdivisions.

The Within 12 months following the effective date of the comprehensive plan, Lake County shall adopt Land Development Regulations will that specify additional criteria methods, such as developer agreements or conditions of approval to protect preserve required open space, ~~which may include standards based upon size thresholds and type of open space, to limit future encroachment or development of required open space,~~ including drainage areas, recreation areas, and other areas set aside as requirement for development approval.

**Policy I-7.7.2 Agricultural Land Retention Study Support Agriculture.**

~~Within 12 months of the effective date of the Comprehensive Plan, Lake County shall initiate an Agricultural Lands Retention Study to identify agricultural lands suitable for protection and conservation. The study shall also identify property owner incentives for the conservation of identified lands, methods to maintain viable agricultural economies, potential barriers to the conduct of agricultural activities, and scenarios that describe the types and characteristics of agricultural uses and practices for Lake County in the future.~~

**The County shall support agriculture as part of its economic base. Lake County shall coordinate with agricultural agencies to identify and promote a productive and prosperous agricultural economy. Research on conservation, production, and marketing techniques for agriculture shall be made available to the public through the County's support of the Agricultural Extension Service. Farmers markets shall be considered where feasible for local distribution of local crops. Water conservation techniques in relation to agriculture shall be encouraged. The County shall evaluate incentives for farmers to keep land in agricultural production, methods to maintain viable agricultural economies, and elimination of potential barriers to agricultural operations.**

**Policy I-7.9.1 Location of DRIs**

In order to prevent urban sprawl, provide for growth in proximity to existing infrastructure and services, and ensure the long-term protection of rural areas, the County shall guide new DRIs to municipalities and to the Urban Future Land Use Series as designated within the Future Land Use Element. ~~Due to the inherent scale and intensity of a DRI, a proposal for a DRI within an area assigned to the Rural Future Land Use Series shall be inconsistent with the goals, objectives, and policies of this Comprehensive Plan relative to the protection of rural areas and the prevention of urban sprawl.~~ **If a DRI is proposed, the property owner shall have the burden of demonstrating consistency with the comprehensive plan, compatibility with surrounding land uses and adequate mitigation of impacts.** ~~The burden of proof shall rest upon the applicant to overcome said presumptions and demonstrate a compelling need for the proposed DRI and any associated future land use change.~~

**Policy III-2.5.4 Protection of Isolated and Ephemeral Wetlands**

The County shall adopt Land Development Regulations within 12 months of the effective date of this Comprehensive Plan to protect and preserve isolated and ephemeral wetlands, and the unique functions such wetlands provide, such as habitat for upland amphibians that require a wet environment for part of their life cycle.

**Policy III-2.5.10 Minimize the use and impact to wetlands Impacts to Wetlands Outside Areas with Special Protection**

Outside the Green Swamp Area of Critical State Concern, Wekiva River Protection Area, Wekiva Study Area, and Rural Protection Areas, ~~There shall be no dredge or fill activities in wetlands except for:~~

1. Water dependent activities; ~~and~~

2. eAs needed for access to the site;
3. As needed for internal traffic circulation and for purposes of public safety, where other alternatives do not exist;
4. Utility transmission and collection lines;
5. Pretreated stormwater management if approved by the jurisdictional agency;
6. Mining that meets local, state and federal regulations;
7. Low quality wetlands on a parcel(s) proposed for development where:
  - a. Eighty percent (80%) or more of the wetland area to be impacted contains invasive plant species; and
  - b. Impacts do not exceed twenty-five percent (25%) of the combined low quality wetland area; and
  - c. All jurisdictional agency permits are obtained prior to approval by the County.
8. Isolated wetlands on a parcel(s) proposed for development where:
  - a. a parcel(s) proposed for development consists of at least 70% uplands; and
  - b. The entire upland area must be planned and approved for development before dredge or fill activities in isolated wetlands can take place. If the approved development is to be completed in phases, the entire upland area of the currently proposed phase must be planned and approved for development before any wetland areas within that phase or in any future phase may be impacted;
  - c. Impacts shall not exceed twenty-five percent (25%) of the combined isolated wetland area; and
  - d. All jurisdictional agency permits are obtained prior to approval by the County.
9. Permitted man-made wetlands or man-made surface waters that:
  - a. Were created within the last 15 years; and
  - b. All jurisdictional agency permits are obtained prior to approval by the County.

Water dependant activities shall include uses and structures such as docks, platforms, and pile-supported walkways or similar structures.

In those instances where dredge or fill activities are authorized, the applicant must demonstrate that:

- There is no other reasonable, practical or economical alternative; and
- The developer can adequately mitigate for the dredge or fill activity.

Development shall be directed away from the wetlands and conducted in a manner to protect the vegetation, habitat and the water storage, water quantity, water quality, and recharge functions of the wetlands to the maximum extent allowed by law.

**[New] Policy III-2.5.11 Minimize Impacts to Wetlands within Areas with Special Protection**

**Within the Green Swamp Area of Critical State Concern, Wekiva River Protection Area, Wekiva Study Area, and Rural Protection Areas, there shall be no dredge or fill activities in wetlands except for:**

1. Water dependent activities;
2. As needed for access to the site;
3. As needed for internal traffic circulation and for purposes of public safety, where other alternatives do not exist;
4. Utility transmission and collection lines;
5. Pretreated stormwater management if approved by the jurisdictional agency;
6. Mining that meets local, state and federal regulations;

**Water dependant activities shall include uses and structures such as docks, platforms, and pile-supported walkways or similar structures.**

**In those instances where dredge or fill activities are authorized, the applicant must demonstrate that:**

- a. There is no other reasonable, practical or economical alternative; and
- b. Without the dredge or fill activity the property owner will be deprived of reasonable use of the property, and
- c. The developer can adequately mitigate for the dredge or fill activity.

**Development shall be directed away from the wetlands and conducted in a manner to protect the vegetation, habitat and the water storage, water quantity, water quality, and recharge functions of the wetlands to the maximum extent allowed by law.**

**Policy III-2.5.11-2 Wetland Dedication**

To the extent practicable and allowed by law, wetlands within a project shall remain undeveloped and protected in perpetuity through the use of a conservation easement, or similar recorded and legally binding instrument (including plat restrictions), that runs with the land and establishes the conditions and restrictions on the use. Any such The easement shall be dedicated to one or a combination of the following, which shall be designated prior to development:

- Conservation agency such as Florida Department of Environmental Protection or St. Johns River Water Management District;
- Non-profit conservation organization or land trust; or
- Lake County, subject to County approval.

The easement shall require that wetlands and wetland buffers be maintained in perpetuity in their natural and unaltered state, unless removal of invasive vegetation or other actions are required as a condition of the permitting agencies. To the extent practicable, wetlands shall not be included as part of any platted lot, other than a lot platted as a common area, which shall be dedicated for preservation or passive recreational use. This provision shall not be interpreted in a manner that would prevent or impair direct water access from properties having riparian rights.

**ALL POLICIES SUBSEQUENT TO POLICY 2.5.11 SHALL BE RENUMBERED AS FOLLOWS:**

- Policy III-2.5.~~12~~13 Establish Minimum Buffer Requirements
- Policy III-2.5.~~13~~14 Wetland Impacts and Mitigation
- Policy III-2.5.~~14~~15 Wetland Best Management Practices
- Policy III-2.5.~~15~~16 Surface and Groundwater Withdrawal Impacts on Wetlands

**Policy III-2.5.123 Establish Minimum Buffer Requirements**

Upland buffers adjacent to wetlands provide habitat for wetland dependent species, and assist in minimizing the deleterious effects of development adjacent to the wetland. The County shall require that all developments provide natural upland buffers adjacent to those wetlands which are to be preserved following development. These buffers shall be of such size to ensure that the quality and quantity of surface waters and the habitat for aquatic and wetland-dependent species of wildlife are not adversely affected by the development, and shall be in the location and dimension approved by the County, unless a greater buffer is required by another agency having jurisdiction, in which case the greater buffer shall be required.

Buffers shall be determined to start landward from the mean high water line or wetland jurisdictional line, whichever is further landward; the wetland jurisdictional line shall be determined by a qualified person acceptable to the County, according to the State-approved methodology adopted by Rule, and which shall be subject to field verification and approval by the agency exercising jurisdiction or the County, if necessary. A minimum 50-foot buffer requirement shall apply to isolated wetlands, non-isolated wetlands and

rivers and streams, except where the required buffer makes a lot unbuildable, in which case a variable buffer may be allowed as described below:

- Outside the Green Swamp Area of Critical State Concern variable buffers shall have a minimum width of 15 feet and average width of 50 feet:
- Inside the Green Swamp Area of Critical State Concern variable buffers shall have a minimum width of 25 feet and average width of 50 feet.

Uses allowed in buffers are limited to: Passive recreation activities, limited stormwater facilities, and water dependent structures such as, but not limited to, fishing piers, docks, and walkways. Buffers without native vegetation shall be re-vegetated with indigenous habitat to protect the quality of the adjacent isolated wetland, wetland system, river or stream. A buffer of native upland edge vegetation shall be provided or preserved on new development sites. Native vegetation within buffers shall be preserved.

To the extent that federal, state or regional requirements exceed the minimum buffers adjacent to wetlands established here, the County shall require compliance with the stricter standard. The County shall require compliance with all buffer requirements for the Wekiva River System and other Outstanding Florida Waters.

#### **Policy III-3.2.8 ~~Impact of Land Use on Wildlife and Habitat Corridors~~ Wildlife Consideration within Development Projects**

The County shall regulate the use of land within or adjacent to wildlife and habitat corridors that have been identified by an agency having jurisdiction in a manner consistent with the continued function of those corridors. The County shall require that land use or development proposals demonstrate that wildlife and habitat corridors will not be adversely impacted by a proposed use or activity. In addition to requiring the protection preservation of corridors, the County shall regulate the density and intensity of adjacent uses, permitted activities, landscaping, lighting, and other factors that may contribute to the function and viability of identified corridors.

#### **Policy III-3.2.17 Wildlife Consideration within Development Projects**

The County shall require the following methodology regarding the development of property potentially containing species designated as endangered, threatened, or species of special concern:

As a condition for development approval, the developer/applicant shall be required to complete a site survey of plants and animals including listed species, utilizing the most current wildlife methodology guidelines published by Florida Fish and Wildlife Conservation Commission and current information from FNAI. Development shall be clustered in such a way as to avoid ~~s~~Sensitive Natural Habitat as identified in the site survey.

Protection of listed species shall be accomplished either through onsite preservation or relocation within the designated area in accordance with a management plan acceptable to, and permitted by FFWCC, U.S. Fish and Wildlife Service, or other agency having jurisdiction. Incidental taking of listed species shall be prohibited unless the jurisdictional

agency determines that a particular group of animals on the site can not benefit from either onsite preservation or relocation, **and expressly approves the incidental taking.** To the extent possible, commensal species shall also be relocated with the designated species.

Even if an incidental take permit, or similar permit is issued, the County may limit the developable area of a site and require, as a condition of approval, preservation of the species on site ~~providing~~ **if a biological study demonstrates:**

- That sufficient habitat would still be available to maintain a viable population of the species; and
- That the proposed development could be clustered or otherwise redesigned.

If a listed species is determined to exist on a site within areas of ecological significance, **as determined by the jurisdictional agency,** the following shall apply in the given order of priority:

- The developer/applicant must accomplish development in such a fashion as to avoid the habitat of the listed species; or
- The developer/applicant must demonstrate to the County that it is not possible to avoid the habitat of said species with the approved use, and then relocate the species on site to an equally suitable area consistent with guidelines published by FFWCC; or
- The developer/applicant must demonstrate to the County via site analysis that development with the approved use cannot be accomplished through onsite relocation and that a conservation benefit can be achieved for the species and natural community through off-site relocation. Relocation must take place within the same area of ecological significance with preference given to properties adjacent or close to the donor site. To the extent possible, commensal species shall also be relocated with the designated species.

**If** ~~Whether~~ the designated species is protected in place or relocated on or off site, the developer/applicant must assure that the habitat to be occupied by the species will continue to be compatible with survival of that species, **in accordance with a site specific management plan approved by the County and any other agency having jurisdiction.** The developer/applicant shall be required, to the extent allowed by law, to dedicate **the habitat designated in the site specific management plan** ~~associated habitat~~ to the County, a conservation agency or conservation entity, or shall ensure that a conservation easement or similar recorded and legally binding instrument is established over the **designated** ~~associated~~ habitat, **whether located** on or off site. A site-specific management plan shall be required for the designated species and associated funding provided as necessary by the developer/applicant.

### **Policy III-3.3.1 Conservation of Natural Upland Plant Communities**

The County shall regulate, and as appropriate, require restoration and preservation of Natural Upland Communities through provisions of the Land Development Regulations. ~~The following upland plant communities shall be protected from the impacts of development: pine flatwoods, longleaf pine/xeric oak, sand hill, sand pine scrub, upland mixed coniferous hardwood, and mesic flatwoods/dry prairie.~~

### **Policy III-3.3.2 Survey and Protection of Natural Upland Plant Communities**

The County shall require development proposals to provide an inventory of the type and extent of natural upland vegetative communities if they occur on the development site. The survey shall be completed by a qualified biologist and also include a survey of plant and wildlife populations, and indicate the presence of any designated species. The species survey shall utilize a professionally accepted methodology approved by the County in consultation with the appropriate agency having jurisdiction. Within 12 months of the effective date of the Comprehensive Plan, the County shall adopt Land Development Regulations specifying thresholds for the level of survey that will be required. Development impacting 40 acres or more shall require the most intense survey, as shall development impacting 2 acres or more within the Wekiva River Protection Area, Wekiva-Ocala Greenway, Wekiva Study Area (WSA) and Green Swamp Area of Critical State Concern (GSACSC).

In addition, the survey shall inventory corridors important for wildlife movement that have been identified by the County or agency having jurisdiction. If a protected upland plant community ~~identified in the previous policy~~ is identified on site then those communities shall be preserved for up to 50% ~~of the subject site, to the extent as allowed by law.~~ Protected uplands shall be counted toward satisfying any open space requirements. The County shall consider incentives to property owners that preserve protected upland plant communities in excess of the minimum open space requirements for the particular development proposal.

Within a clustered development, natural upland communities shall be incorporated as common open space. Connectivity shall be maintained among protected upland areas to the greatest extent possible. The County shall have the authority to accept alternatives to onsite conservation that provide for the long-term protection and management of upland communities of equal or greater value elsewhere. The County shall adopt and maintain maps identifying natural resources within the Wekiva Study Area, including but not limited to natural upland communities. These maps are for reference purposes and not intended to substitute for professional site surveys and studies required pursuant to this Comprehensive Plan or the Land Development Regulations.

### **Policy III-3.4.4 Slope and Land Use**

Future land use and zoning shall be assigned with consideration to topography. The County ~~shall may~~ prescribe land use development limitations for slopes to minimize the impacts of development. The County Land Development Regulations shall limit septic tanks on Astatula (AtF) and Lake (LaE) soil types where steep slopes are present. Conservation easements or dedication shall be required, to the extent allowed by law, where steep slopes are located adjacent to surface waters to minimize erosion consistent with stream

bank and lakeshore stabilization objectives. Steep or severe slopes shall be defined as having a gradient exceeding 10%. The alteration of slopes to reduce relief to gradients that can accommodate development must be approved by the County prior to land preparation activity, with consideration given to the type of use proposed and whether it is practical to maintain existing gradients.

#### **Policy IV-2.1.1 Sites, Land Use and Utilities**

To guarantee adequate sites for economic development, Lake County shall work with its partners to identify opportunities and establish a land use, transportation and utility plan that leverages supports development potential and is responsive to target industry sector needs. The County recognizes the location and characteristics, in particular, of the area lying east of US Highway 27 and south of SR 50 to the County line to provide unique opportunities for the development of commerce, industry, agriculture and related uses that are vital to the County's future economic growth and prosperity.

#### **Policy VII-1.4.5 ~~Mandatory Dedication of Land for~~ Activity-based Recreation.**

Lake County shall incorporate provisions within its ~~Land Development Regulations Code~~ which require new residential development to provide recreation space consistent with the Concurrency Management System. The provision of land for activity-based recreation shall be in addition to the area required for open space.

**The following definitions contained in the 2030 Comprehensive Plan shall be amended as follows:**

"Net buildable area" shall be defined as the total area of a parcel, or combination of parcels, proposed for development, less wetlands and water bodies."

#### **2. Amendments to the 2030 Comprehensive Plan Future Land Use Map.**

**The 2030 Future Land Use Map shall be amended as follows:**

The South Lake Strategic Area Plan overlay and the South Lake County Rural Protection Area overlay will be deleted from the Future Land Use Map to be consistent with the deletion of Objective I-5.5 and Policy I-1.4.9.

**Exhibit B3**

Settlement Agreement for DOAH Case No. 10-8958GM  
Long & Scott Family Farms Property

**1. Amendments to the 2030 Future Land Use Map.**

**The Future Land Use Map shall be amended as follows:**

The Yalaha-Lake Apopka Rural Protection Area shall be amended to exclude the following areas:

That portion of lands lying within Township 20 South, Range 26 East, Lake County, Florida, described as follows: all of Sections 36, 25, 24 and 13; all of Section 12 south of Lake Beauclair; all of Sections 11 and 14 lying east of Lake Beauclair Canal and north of CR 448, as shown in Attachment 1.

**2. Amendments to the 2030 Comprehensive Plan.**

**The following policy shall be added to the 2030 Comprehensive Plan:**

**Policy I-1.6.7 Specific Limitations on the Long and Scott Family Farms Property**

In order to resolve all outstanding issues related to that portion of the DOAH Case No. 10-8958GM, challenging the Lake County Comprehensive Plan adopted on May 25, 2010 by Ordinance 2010-25 applicable to approximately 700 acres of land generally located east and southeast of County Road 48, legally described in Attachment 2 "Legal Description":

In addition to the uses included in Policy I-1.4.4 for the Rural Future Land Use Category, the property shall be allowed a paved airstrip.

**The following policy within the 2030 Comprehensive Plan shall be amended as follows:**

**Policy I-1.4.4 Rural Future Land Use Category**

The Rural Future Land Use Category is intended to protect rural lifestyles represented by single-family homes on large lots and to accommodate agricultural pursuits.

This Future Land Use Category provides for residential development at densities equal to or less than one (1) dwelling unit per five (5) net buildable acres, agricultural operations, civic uses compatible with a rural community, and Rural Support functions where appropriate.

New development shall not utilize regional water and wastewater utilities in this category, except when the absence of such facilities would result in a threat to public health or the environment. An extension of central services for either reason shall not justify an increase in density or intensity on the site being served, or any property adjoining the extended utility or lines.

The maximum Impervious Surface Ratio within this category shall be 0.20, except for agricultural, civic, institutional and recreational uses which shall be 0.30.

TYPICAL USES INCLUDE:

- Agriculture and forestry;

- Residential;
- Passive parks;
- Equestrian related uses;
- K-12 schools;
- Religious organizations;
- **Green Energy facility;** and
- Rural Support Uses as provided for in this Comprehensive Plan.

TYPICAL USES REQUIRING A CONDITIONAL USE PERMIT:

- Mining and Resource Extraction;
- Active parks and recreation facilities;
- Nursing and personal care facilities;
- Day care services;
- Outdoor Sports and recreation clubs;
- Civic uses;
- Animal specialty services;
- Unpaved airstrips,
- Public order and safety,
- Ports and Marinas, and
- **Renewable Energy Production Facility.**

The following definitions shall be added to the 2030 Comprehensive Plan.

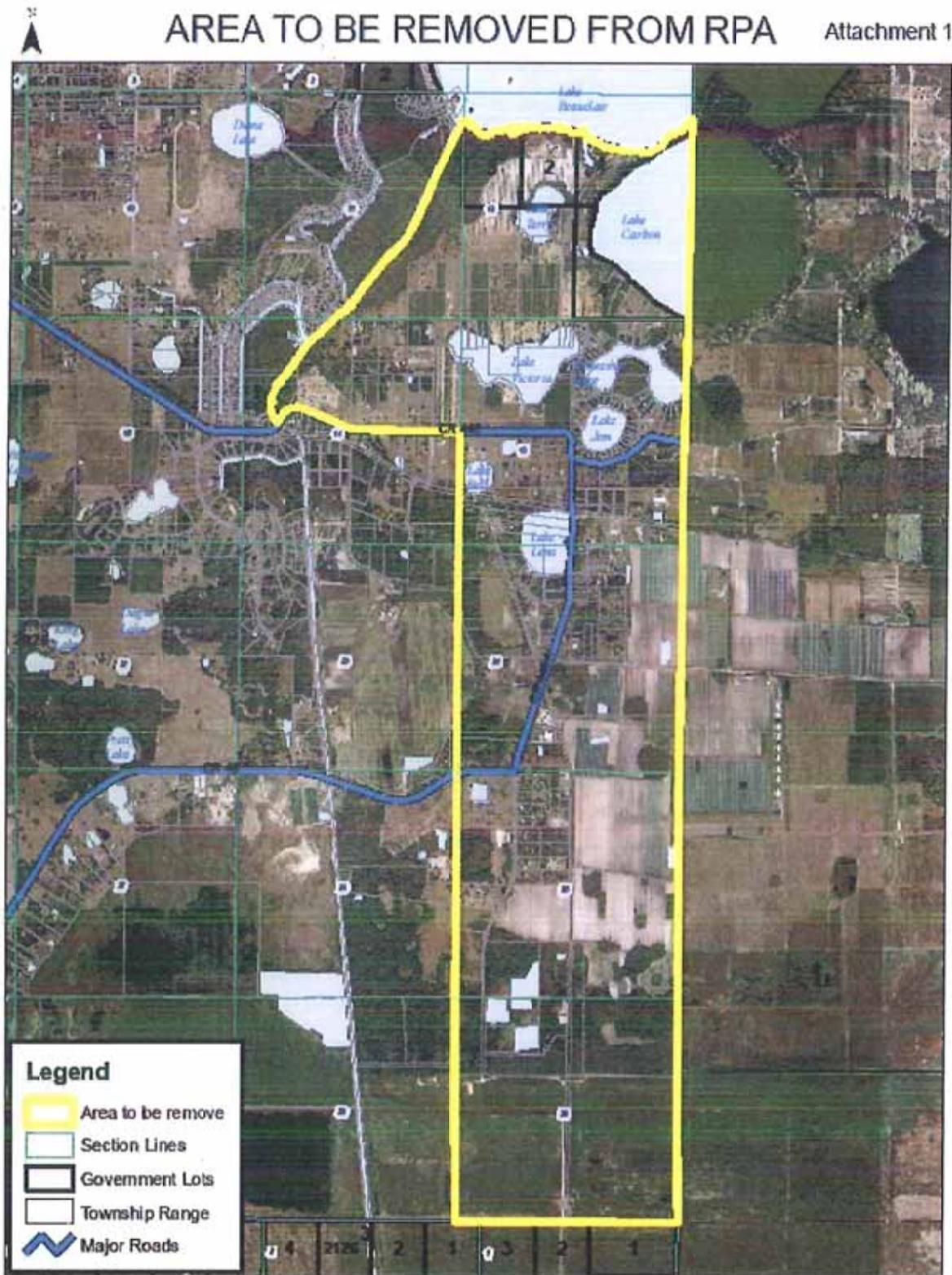
**"Green Energy facility" means facilities generating energy from solar, wind or similar passive technology.**

-and-

**"Renewable Energy Production Facility" means manufacturing facilities for the processing or distribution of fuel from renewable resources from agricultural or biological products. Such production may include the processing of agricultural products produced on or off-site into biofuel, alternative fuel or similar products for distribution.**

# AREA TO BE REMOVED FROM RPA

Attachment 1



ATTACHMENT 2

LEGAL DESCRIPTIONS

PARCEL A (LAKE COUNTY PROPERTY):

PARCEL A.1

The North 545 feet of the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 20 South, Range 26 East, in Lake County, Florida.

ALSO

From the Northeast corner of Section 24, Township 20 South, Range 26 East, in Lake County, Florida, run South 0°05' West along the East line of said Section 24 a distance of 845 feet to the point of beginning of this description. From said point of beginning, run thence South along the East line of said Section 24 a distance of 2314.04 feet to the North line of the right-of-way of County Road (Zellwood-Lake Jim Road); thence North 85°08' West along said right-of-way line 1327.0 feet; thence North 0°41' East 2227.05 feet; thence south 89°14' East 1321.73 feet to the point of beginning.

And,

That part of the S 1/2 of Section 24, Township 20 South, Range 26 East, Lake County, Florida, lying east of State Road No. 448-A and South of Zellwood - Lake Jim Road, LESS that part lying East of State Road 448-A and West of the Seaboard Air Line Railroad, and less and except right-of-way for Seaboard Air Line Railroad.

And,

The NE 1/4 of Section 25, Township 20 South, Range 26 East, Lake County, Florida, and the North 529.73 feet of the SE 1/4 of Section 25, LESS right-of-way for railroad.

And, less and except therefrom any portion lying within lands conveyed in:

- c. Book 1983, Page 1873 described as follows:

THAT PART OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 25 AND RUN N07°40'W ALONG THE EAST LINE OF SECTION 25 A DISTANCE OF 250.0 FEET; THENCE N01°30'03"W 2888.0 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 25; THENCE S00°07'01"E ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 25 FOR 474.71 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE S89°48'28"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25 FOR 1322 FEET, MORE OR LESS, TO THE EASTERLY R/W OF STATE ROAD NO. 448-A; THENCE S01°48'28"W ALONG THE EASTERLY R/W OF STATE ROAD NO. 448-A TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE N89°48'14"E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 A DISTANCE OF 1327.0 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25; RUN THENCE S89°56'00"E 420.64 FEET TO A POINT THAT IS 300 FEET EASTERLY OF THE EAST R/W OF THE S.C.R. RAILROAD; THENCE S025°32'W PARALLEL WITH THE EAST R/W OF THE S.C.R. RAILROAD, MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID SECTION 25 TO A POINT HEREBY DESIGNATED AS POINT "D"; RETURN TO THE POINT OF BEGINNING AND RUN S02°29'29"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25 A DISTANCE OF 2627.48 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE N89°50'16"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 2245.44 FEET, MORE OR LESS TO THE FORELAND DESIGNATED POINT "E" FOR A POINT OF TERMINUS; LESS THE SOUTH 278.30 FEET THEREOF.

- AND -

ATTACHMENT 2 (cont.)

Parcel A.2

THAT PART OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 26 AND RUN N0°45'57"W ALONG THE EAST LINE OF SECTION 26 A DISTANCE OF 2382 FEET; THENCE N61°33'00"W 2883.03 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 26; THENCE S0°07'01"E ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 26 FOR 474.71 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE S89°49'29"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 26 FOR 1322 FEET, MORE OR LESS, TO THE EASTERLY R/W OF STATE ROAD NO. 448-A. THENCE SOUTHERLY ALONG THE EASTERLY R/W OF STATE ROAD NO. 448-A TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26. THENCE N89°48'14"E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 A DISTANCE OF 1837.0 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, RUN THENCE S89°58'08"W 420.64 FEET TO A POINT THAT IS 300.00 FEET EASTERLY OF THE EAST R/W OF THE S.C.L. RAILROAD, THENCE S0°25'32"W PARALLEL WITH THE SAID R/W OF S.C.L. RAILROAD 1326.34 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SECTION 26 FOR A POINT HEREBY DESIGNATED AS POINT "D". RETURN TO THE POINT OF BEGINNING AND RUN S27°20'20"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 26 A DISTANCE OF 2677.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 26, THENCE N89°50'18"W ALONG THE SOUTH LINE OF SAID SECTION 26 A DISTANCE OF 2245.44 FEET, MORE OR LESS, TO THE AFORESAID DESIGNATED POINT "D" FOR A POINT OF TERMINUS, LESS THE SOUTH 278 FEET THEREOF, AND LESS AND EXCEPT RIGHT-OF-WAY FOR A SEABOARD AIRLINE RAILROAD.

Parcel A.3

The South Half (S1/2) of the Southeast Quarter (SE1/4) of Section 26, Township 20 South, Range 26 East, Lake County, Florida, LESS: 200' x of the Southwest corner of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 26, Township 20 South, Range 26 East, run thence North 01°0'40" East for 1327.07 feet to the Northwest corner of said Southeast Quarter (SE1/4) of Southeast Quarter (SE1/4) for 420.64 feet to a point that is 300 feet Easterly of the East R/W Line of Seaboard Air Line Railroad, thence South 0°45'40" West parallel with said Seaboard Air Line Railroad for 1330.17 feet to the South line of said Section 26, run thence North 89°48' West along said South line for 408.75 feet to P.O.B.

Less and Except any parties lying within lands conveyed to Book 1883, Page 1073, described as follows:

THAT PART OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 26 AND RUN N0°45'57"W ALONG THE EAST LINE OF SECTION 26 A DISTANCE OF 2382 FEET; THENCE N61°33'00"W 2883.03 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 26; THENCE S0°07'01"E ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 26 FOR 474.71 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE S89°49'29"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 26 FOR 1322 FEET, MORE OR LESS TO THE EASTERLY R/W OF STATE ROAD NO. 448-A. THENCE SOUTHERLY ALONG THE EASTERLY R/W OF STATE ROAD NO. 448-A TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, THENCE N89°48'14"E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 A DISTANCE OF 1837.0 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, RUN THENCE S89°58'08"W 420.64 FEET TO A POINT THAT IS 300 FEET EASTERLY OF THE EAST R/W OF THE S.C.L. RAILROAD, THENCE S0°25'32"W PARALLEL WITH THE SAID R/W OF S.C.L. RAILROAD 1326.34 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SECTION 26 FOR A POINT HEREBY DESIGNATED AS POINT "D". RETURN TO THE POINT OF BEGINNING AND RUN S27°20'20"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 26 A DISTANCE OF 2677.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 26, THENCE N89°50'18"W ALONG THE SOUTH LINE OF SAID SECTION 26 A DISTANCE OF 2245.44 FEET, MORE OR LESS, TO THE AFORESAID DESIGNATED POINT "D" FOR A POINT OF TERMINUS, LESS THE SOUTH 278.50 FEET THEREOF.

And,

That part of the Northeast Quarter (NE1/4) of Section 38, Township 20 South, Range 26 East, Lake County, Florida, lying north of corner less than at the Northeast corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 38, Township 20 South, Range 26 East, run thence South 89°24' East along the north line of said Section 38 for 408.75 feet to a point that is 300 feet Easterly of the East R/W line of Seaboard Air Line Railroad, run thence South 1°41'40" West, parallel to said Seaboard Air Line Railroad for 1805 feet, more or less, to the waters of McDonald's Canal thence Westerly along said waters of said canal to a point of the West line of said Northeast Quarter (NE1/4) of Section 38 that is 1870 feet, more or less, South of P.O.B.; run thence North 0°10'40" East to P.O.B.

Parcel A.4

That part of the SW 1/4 of Section 24, Township 20 South, Range 26 East, Lake County, Florida, lying East of State Road No. 5448-A and West of the S.C.L. Railroad, LESS: The South 670 feet thereof when measured at right angles to the South boundary of said Southwest Quarter; less: The North 284.48 feet of the South 934.48 feet of the SW 1/4 of Section 24, Township 20 South, Range 26 East, Lake County, Florida, lying West of S.C.L. Railroad and East of State Road No. 448-A.

**Exhibit B4**

Settlement Agreement for DOAH Case No. 10-8959GMNola Land Company Property

**1. Amendments to the 2030 Comprehensive Plan.**

**The following policy shall be added to the 2030 Comprehensive Plan:**

**Policy I-1.6.9 Specific Limitations on the Nola Land Company Property**

In order to resolve all outstanding issues related to that portion of the DOAH Case No. 10-8959GM, challenging the Lake County Comprehensive Plan adopted on May 25, 2010 by Ordinance 2010-25 applicable to an approximately 541 acre parcel of land generally located south of State Road 50 at Emil Jahna Road, generally described as:

Govt Lot 1, LESS begin at NW cor of Govt Lot 1, run E 660 ft, S to N'ly r/w line of Hartle Rd & Pt A, return to POB, run S 660 ft, E 510 ft, S to N'ly r/w line of Hartle Rd, NE'ly along said road r/w to Point A, NW 1/4 of SW 1/4 of NW 1/4, begin 50.25 N of SE cor of NW 1/4, run W 1305 ft., S 8.3 ft, W to SW cor of NW 1/4, N to NW cor of S 1/2 of SW 1/4 of NW 1/4, E to NE cor of S 1/2 of SE 1/4 of NW 1/4, S to POB, LESS Hartle Rd 66 ft r/w, Sec 35 Twp. 22S Range 26E; E 3/4 of S 1/2 of Sec 27 Township 22S Range 26E; N 1/2 – LESS W 1660 ft of Section 34 Township 22S Range 26E (also described by Lake County Property Appraiser Alternate Key Number 1095964, 1095972 and 2717874).

The property shall be assigned the Urban Low Density Future Land Use Category. The owner of the property is hereby allowed to develop, and shall not exceed, 894 age-restricted residential units.

The Future Land Use Map shall contain a note stating this limitation.

**2. Amendments to the 2030 Comprehensive Plan Future Land Use Map.**

**The Future Land Use Map shall be amended as follows:**

A note shall be placed on the map specifying the limitations as set forth in Policy I-1.6.9 Specific Limitations on the Nola Land Company Property.

**3. Vesting to Land Development Regulations and 2030 Comprehensive Plan.**

The County agrees that the development described in Ordinance #2006-30 shall be vested for a period of 12 years from execution of this agreement. The development shall be allowed in accordance with the terms of the approved PUD zoning under Ordinance #2006-30. Where any requirement of the Comprehensive Plan is in conflict with the terms of the approved PUD zoning, the Ordinance #2006-30, as may be amended, shall govern

Exhibit B5

Settlement Agreement for DOAH Case No. 10-8880GM,  
Pospisil Properties (Gray's Airport Road and Thrill Hill Road)

**1. Amendments to the 2030 Comprehensive Plan.**

**The following policies shall be added to the 2030 Comprehensive Plan:**

**Policy I-1.6.5 Specific Limitations on the Gray's Airport Road Property**

In order to resolve all outstanding issues related to that portion of the DOAH Case No. 10-8880GM, Lake County DCA Docket#10-1ER-NOI-3501-(A)-(1) challenging the Lake County Comprehensive Plan adopted on May 25, 2010 by Ordinance 2010-25 applicable to an approximately sixty-five (65) acre property located east of Gray's Airport Road, generally described as:

NW 1/4 of SW 1/4 of NE 1/4, AND S 3/4 of S 1/2 of NW 1/4; LESS E 525 FT of S 400 FT of SE 1/4 of NW 1/4 all in Section 11 Township 18 South Range 24 East (Lake County Property Appraiser Alternate Key Number 1238846)

The property shall be assigned the Rural Transition Future Land Use Category and development within this property shall meet the requirements of all applicable goals, objectives, and policies of the Comprehensive Plan; however, the development of the property is hereby allowed, and shall not exceed, a maximum residential density of sixty-five (65) dwelling units. Non-residential uses are as allowed in the assigned future land use category. Central Utilities for potable water and sewer shall be provided as follows:

1. Potable Water: The development shall provide central water service with sufficient capacity to serve the development when such system is available and is within 330 feet of the boundary of the subject property; otherwise central water shall not be required unless required by state law.
2. Waste Water: The development shall provide central sewer consistent with state law as specified by 381.0065, F.S., as amended, and shall not be subject to connection requirements contained in the policies herein. If the Florida Health Department determines that ordinary individual septic tanks are appropriate, use of such systems shall be allowed by the County.

The Future Land Use Map shall contain a note stating this limitation.

**Policy I-1.6.6 Specific Limitations on the Thrill Hill Road Property**

In order to resolve all outstanding issues related to that portion of the DOAH Case No. 10-8880GM, Lake County DCA Docket#10-1ER-NOI-3501-(A)-(1) challenging that portion of the Lake County Comprehensive Plan adopted on May 25, 2010 by Ordinance 2010-25 applicable to an approximately twenty-eight (28) acre subject property located to the east of East El Dorado Lake Drive generally described as:

Lot 178, Eldorado Heights Subdivision, as record in Plat Book 3 Page 7 as recorded in the public records of Lake County, Florida in Section 33 Township 18 South Range 27 East

The property shall be assigned the Rural Transition Future Land Use Category and development within this property shall meet the requirements of all applicable goals, objectives, and policies of the Comprehensive Plan; however, the development of the property is hereby allowed, and shall not exceed, a maximum residential density of twenty-five (25) dwelling units, Non-residential uses are as allowed in the assigned future land use category. The County agrees to support efforts by the developer to obtain grants for the eradication of invasive exotic vegetation.

Central Utilities for potable water and sewer shall be provided as follows:

1. Potable Water: The development shall provide central water service with sufficient capacity to serve the development when such system is available and is within 330 feet of the boundary of the subject property; otherwise central water shall not be required unless required by state law.
2. Waste Water: The development shall provide central sewer consistent with state law as specified by 381.0065, F.S., as amended, and shall not be subject to connection requirements contained in the policies herein. If the Florida Health Department determines that ordinary individual septic tanks are appropriate, use of such systems shall be allowed by the County.

The Future Land Use Map shall contain a note stating this limitation.

**The following policies within the 2030 Comprehensive Plan shall be amended as shown:**

**Policy I-3.4.8 Setbacks from Karst Features**

**Impervious** development shall be set back from **the boundary of** karst features and spring runs as specified below. The setback shall consist of a buffer that retains all natural vegetation within the setback area.

<b>Feature</b>	<b>Minimum setback</b>
Springs	300 feet
Spring runs	100 feet
Karst features	100 feet

If a lot for which a final Lot of Record determination was completed and approved by Lake County existing on the effective date of this policy is too small to comply with the setback

requirements above, structures and impervious surfaces shall be located at the maximum distance possible from the karst feature(s), and a swale and berm shall be built between the developed area and karst feature to direct drainage away from the feature.

**Policy IX-1.3.8 Setbacks from Karst Features**

**Impervious Development** shall be set back from **the boundary of** karst features and spring runs as specified below. The setback shall consist of a buffer that retains all natural vegetation within the setback area.

Feature	Minimum setback
Springs	300 feet
Spring runs	100 feet
Karst features	100 feet

If a lot for which a final Lot of Record determination was completed and approved by Lake County existing on the effective date of this policy is too small to comply with the setback requirements above, structures and impervious surfaces shall be located at the maximum distance possible from the karst feature(s), and a swale and berm shall be built between the developed area and karst feature to direct drainage away from the feature.

**2. Amendments to the 2030 Future Land Use Map.**

**The Future Land Use Map shall be amended as follows:**

A note shall be added to the Future Land Use Map specifying the limitations of Policy I-1.6.5 and Policy I-1.6.6.

**3. Stipulation on Required Open Space for Gray's Airport Road Property.**

The County agrees that any zoning regulations applicable to the Gray's Airport Road Property shall not require more than 50% of the net buildable area to be preserved as common open space.

**4. Stipulations on Required Open Space and Setbacks for Thrill Hill Road Property.**

The County agrees that any zoning regulations applicable to the Thrill Hill Road Property shall be consistent with the following stipulations:

- a. Not more than 50% of the net buildable area shall be required to be preserved as common open space.
- b. Building setbacks for any lots platted on the subject property with frontage on East Eldorado Lake Drive, shall not be required to exceed 25 feet from the present road Right-of-Way.

**Exhibit B6**  
Settlement Agreement for DOAH Case No. 10-8960GM  
Sorrento Commons

**1. Amendments to the 2030 Comprehensive Plan.**

**The following policy shall be added to within the 2030 Comprehensive Plan:**

**Policy I-1.6.8 Specific Limitations on the Sorrento Commons Property**

In order to resolve all outstanding issues related to that portion of the DOAH Case No. 10-8960GM, challenging the Lake County Comprehensive Plan adopted on May 25, 2010 by Ordinance 2010-25 applicable to an approximately 22-acre parcel of land generally located south of State Road 46 at Hunter Road/CR437, generally described as:

Parcel 1:

Lots 1, 2, 3 and 4, Block 3, CARONEL ACRES, according to the map or plat thereof as recorded in Plat Book 6, Page 4, of the Public Records of Lake County, Florida;

Parcel 2:

The North 417.44 feet of the East 313.28 feet of the South 1/2 of the Southwest 1/4 of Section 30, Township 19 South, Range 28 East, Lake County, Florida; AND The North 417.44 feet of the West 208.72 feet of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 19 South, Range 28 East, Lake County, Florida;

Parcel 3:

That part of the East 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 19 South, Range 28 East, in Lake County, Florida, lying South of the South line of the Right-of-Way of State Road #46; LESS that part of the foregoing described parcel lying within 50 feet South of the North line of the Southwest 1/4 of Section 30, Township 19 South, Range 28 East, Lake County, Florida; LESS a strip of land of equal width 28 feet wide off of the entire East side of such foregoing described parcel; LESS the South 5 acres of the East 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 19 South, Range 28 East, Lake County, Florida.

Also referred to as Lake County Alt Key Numbers 2856742, 1789150, 3519221, 2930004 and 2507012.

The owner of the property is hereby allowed to develop, and shall not exceed the following criteria:

**1. Anchor Store.**

- a. The Petitioner shall be allowed to develop one (1) anchor store to serve the needs of the Mount Plymouth-Sorrento Planning Area.
- b. The store shall not exceed 50,000 square feet of floor area.
- c. The store shall be setback and screened from Main Street/SR46 to minimize its impact.

1 d. The store shall be designed with architectural and design features compatible with the  
2 character of the Mount Plymouth-Sorrento Community as specified in the Settlement  
3 Agreement for DOAH Case No. 10-8960GM.

4 2. Other structures, except Anchor Store. Structures, other than the Anchor Store shall not  
5 exceed 8,000 square feet of floor area for new development.

6 3. Open Space. Required open space for this property shall be contiguous and centrally  
7 configured as an amenity for the community. The minimum open space shall be consistent  
8 with the future land use category.

9 4. Community Park or Civic Space. One or more areas shall be provided to serve as a  
10 community park or civic space. These areas shall be designed with appropriate landscaping  
11 and amenities to enhance the public realm and community identity. Such area(s) shall be  
12 dedicated or conveyed to a property owners' association, or shall be maintained by the  
13 developer, in perpetuity as civic or community space.

14 The Future Land Use Map shall contain a note stating this limitation.

15 The following policy within the 2030 Comprehensive Plan is amended as follows:

16 **Policy I-2.1.4 Design Standards for the Mount Plymouth-Sorrento Main Street Future Land Use**  
17 **Category**

18 Within twelve (12) months of the effective date of this Comprehensive Plan, Land Development  
19 Regulations for the Main Street Future Land Use Category shall be developed to emulate a  
20 traditional community feel, including but not be limited to, the follow requirements:

- 21 • Establish specific design standards for ~~multi-family residential~~ and nonresidential structures,  
22 consistent with the Main Street Future Land Use Category;
- 23 • Require specific additional standards for infill housing to preserve the character of the  
24 historic Sorrento neighborhood;
- 25 • Require that structures present a traditional storefront face and entrance to the Main Street;
- 26 • ~~and provide~~ Provide wide sidewalks for pedestrian activity with street furniture for outdoor cafes  
27 and benches for rest and shading; ~~and~~
- 28 • ~~Require~~ Require the planting of canopy trees (such as Live Oaks, Sweet Gum, and Winged Elms) at  
29 regular intervals along Main Street;
- 30 • ~~Outdoor lamps lighting shall utilize be~~ Outdoor ~~lamps lighting~~ shall ~~utilize be~~ full-cutoff lighting with traditional-style fixtures;
- 31 • Require that all parking be located in the rear of building structures facing Main Street, with  
32 the exception of on-street angle or parallel parking. Pervious parking is encouraged;
- 33 • Encourage upper-story residences or office space located above ground-level shops, and  
34 provide for multi-family homes, including town homes, duplexes, and condominiums along  
35 and near the Main Street corridor;
- 36 • ~~Include the provision for a Market Square District, located at the intersection of Hunter~~  
37 ~~Avenue and State Road 46, not to exceed 40 acres in size and a maximum of 100,000~~  
38 ~~square feet of floor area in the aggregate. Required open space within the Market Square~~  
39 ~~shall be contiguous and centrally configured as an amenity for the community. This Market~~  
40 ~~Square District shall contain no more than one anchor store which shall be sized to serve the~~

1 needs of the Mount Plymouth Sorrento Planning Area and not exceed 30,000 square feet of  
2 floor area. Such a store, if located within the Planning Area, must not be visible from Main  
3 Street, and shall be designed with architectural features compatible with the character of  
4 the Mount Plymouth Sorrento Community; all other structures within the Market Square  
5 District shall be limited to 8,000 square feet for new development. Outside of the Market  
6 Square District, individual **Individual** building floor area allocations shall not exceed 5,000  
7 **8,000** square feet for new buildings development on each parcel up to a maximum Floor  
8 Area Ratio of 0.30 and Impervious Surface Ratio of 0.60 as specified within the Mount  
9 Plymouth-Sorrento Main Street Future Land Use Category. Any site that received  
10 development approval prior to May 25, 2010, or any site developed with a building  
11 greater than 8,000 square feet approved prior to this date, is exempt from the 8,000  
12 square foot limit and may be redeveloped on the original parcel at the same size; and

- 13 • Provide for a maximum building height not to exceed 40 feet with varied rooflines unless  
14 such look is provided by adjacent buildings. Generally, this would result in structures of two  
15 (2) habitable stories; ~~and~~
- 16 ~~• Provide for one or more areas within the Main Street Future Land Use Category to serve as~~  
17 ~~a community park or civic space, and which shall be designed with appropriate landscaping~~  
18 ~~and amenities to enhance the public realm and community identity.~~

19 **2. Amendments to the 2030 Future Land Use Map.**

20 **The Future Land Use Map shall be amended as follows:**

21  
22 A note shall be placed on the map specifying the stipulations set forth in Policy I-1.6.8 Specific  
23 Limitations on the Sorrento Commons Property.

24  
25 **3. Stipulation to be followed by Future Development.** This stipulation is not included in the 2030  
26 Comprehensive Plan but shall serve as development design standards to be followed by the  
27 Petitioner.

28  
29 The Petitioner agrees that any future development of the Petitioner's property identified in their  
30 Petition shall be consistent with the attached Development Design Standards, and such standards  
31 shall be incorporated into any future zoning ordinance that Petitioner is granted.

**DEVELOPMENT STANDARDS**

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**I. Purpose and Intent.**

The following standards may be revised through the Planned Unit Development zoning process.

The Development Standards are intended to promote a desired level of quality for future development that will reinforce a positive physical image and identity within the community of Mount Plymouth - Sorrento.

It is not the intent of these design guidelines to eliminate design freedom or discourage innovative design. They seek to promote the positive design characteristics, create a sense of place and preserve the authentic existing architecture throughout the Mount Plymouth – Sorrento area.

The developer shall seek to achieve a uniform consistency with the craftsman-equestrian appearance. Architectural features, fencing and landscaping should be complimentary throughout the development.

**II. Architectural Style**

The style of buildings should follow the craftsman/equestrian style of architecture characterized by complex massing, pronounced window treatments, exposed framing, broad overhangs, and heavy beams. This style is exemplified by the pictures below:

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**III. Architectural and Site Development Requirements**

**A. Connectivity**

- 1. Pedestrian access shall be provided at the perimeter of the property at a minimum of every 660feet to access parks, sidewalks, schools, and commercial service areas.
- 2. Sidewalks or trails shall be provided consistent with the Safe School Access Transportation Study, or its successor standard. Such facilities shall be provided to ensure safe pedestrian access to public and public charter schools in the community. Such facilities are generally required for any development within two (2) miles of a school.
- 3. All businesses and residential uses on the site shall provide internal pedestrian access.
- 4. Provision shall be made on the site for a connection to the Wekiva Trail, to the extent possible as determined by the County.

**B. Residential and Office Composition.**

- 1. Upper-story apartments or offices located above ground-level retail integral to the architectural design of the buildings are required.
- 2. With the exception of the Anchor Store, the developer shall provide one of the following for each 10,000 square feet of retail/commercial floor area developed:

One (1) dwelling unit	<b>OR</b>	2,000 square feet of Office space
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The overall density and intensity shall not exceed what is allowed for the Mt. Plymouth Main Street Future Land Use Category.

- 3. Multi-family homes, including town homes, duplexes, and condominiums along and near the Main Street corridor are encouraged to be incorporated into the development.

**C. Commercial Setbacks and Street Orientation**

- 1. The first floor of any new commercial building, except the Anchor Store, shall be built as close to the property line as possible allowing for plazas and wide walkways for pedestrian access, outdoor display, seating for café's and similar uses.
- 2. Front building facades and entrances shall be generally oriented parallel to the major street.
- 3. Side or rear entries are required and shall be designed to be clearly subordinate to the main entrance.

**D. Parking**

- 1. Parking lots shall be located to the rear or sides of buildings with clearly defined and delineated pedestrian access to building entrances. This may be achieved by providing grade level walkways with different textures or materials such as pavers or stamped concrete or similar means.
- 2. At least 50% of parking shall be placed at the rear of the building.

3. For side or rear parking within view of the right of way, at least 50% of the parking shall be screened by a wall, hedge or other architectural or landscaping feature.
4. Shared parking is highly encouraged.
5. Individual small lots of typically less than twenty-five (25) spaces shall be encouraged. No parking lot shall include more than 50 spaces unless a landscaped walkway is provided between rows. Canopy trees shall be provided along landscaped walkways at 25-foot intervals to provide shade.
6. Garages and elevated structures that accommodate vehicles.
  - (a) Architectural embellishments along the streets which they abut consistent with neighboring structures are encouraged.
  - (b) Parking garages shall have an open stairwell to allow visibility and enhance the safety of the public, wherever possible.

**E. Commercial Compatibility with Neighboring Buildings**

1. Building height, width, size and mass shall be compatible and generally consistent with adjacent structures.
2. Proposed buildings wider than the existing adjacent facades on the street shall be broken down into a series of appropriately proportioned structural bays, storefronts, or segmented components in order to reduce the apparent scale.
3. Drive-Thru/Drive-Up Services shall not interfere with pedestrian circulation.
4. New buildings shall identify the common horizontal elements (e.g. cornice line, window height/width, and spacing) found among neighboring structures and develop the design utilizing a similar rhythm or alignment.
5. If maintaining a horizontal rhythm or alignment is impossible, the use of fabric porches or awnings shall be used to establish a shared horizontal storefront rhythm.
6. The use of traffic calming measures such as round-a-bouts, speed tables, bulb outs, chicanes, and similar measures shall be encouraged to reduce the speed of traffic.

**F. Articulation (method of styling the joints in the formal elements of architectural design for buildings)**

1. The building base shall anchor the building to the ground plane by adding texture or a contrasting material that provides strong definition of the interface between the vertical and horizontal planes.
2. Facades without window or door openings are prohibited. Street facing facades shall demonstrate vertical and horizontal articulation through the use of:
  - a. reveals or recesses;
  - b. rhythmic placement of window and door elements;
  - c. utilization of balconies, awnings, and canopies; and/or
  - d. the use of columns or walkways.
3. Storefronts shall be designed at human scale. This can be achieved in a number of ways including:
  - a. designed to be walkable and safe with multi-entrances, proper lighting and walkways;

- b. dividing the facade into a series of display windows with smaller panes of glass,
- c. constructing the facade with small pedestrian scale materials such as brick or decorative tile along bulkheads;
- d. providing traditional recessed entries;
- e. careful sizing, placement, and overall design of signage; and
- f. providing consistent door and window reveals.

**G. Doors And Window Design (a minimum of three of the following shall be included in the design)**

- 1. Recessed entries are strongly encouraged as they provide more area for display space, a sheltered transition area to the interior of the store, and emphasize the entrance.
- 2. Windows (window size, size of windowpanes, mullion type, window materials) shall be compatible with the facade theme of the whole block (streetscape).
- 3. Openings in the surface of buildings shall be consistent with the architectural rhythm, alignment, and character of the building.
- 4. The first floor shall be differentiated from the other levels of the building. This can be achieved through using larger storefront windows, a different base material, or architectural embellishments consistent with the prevailing character of adjacent structures.
- 5. When a building is proposed which has two existing adjacent commercial structures, an attempt to maintain the characteristic rhythm, proportion and spacing of existing door and window openings is expected.

**H. Awnings**

- 1. Awnings are encouraged. Lettering, logo and trim, will be considered as sign area.
- 2. All awnings shall be well maintained, washed regularly, and replaced when faded or torn.
- 3. Awnings of the same color shall be used with simple signs on the valance flap when there are several businesses in one building. The valance sign may vary in type style and color to differentiate the individual businesses within the building.

**I. Roof Construction**

- 1. Roofs shall be sloped consistent with surrounding buildings. Full roofs with the gable ends facing the street are encouraged.
- 2. Cornice lines of new buildings are encouraged to be aligned with horizontal elements on adjacent properties to create compatibility with surroundings.
- 3. Steep roof pitches, which create overly prominent or out-of-character buildings, such as A-frames, massive mansards, geodesic domes, Quonset hut roofs, or chalet style buildings, shall not be allowed. This shall not be construed to discourage dormers or similar architectural features.
- 4. The use of decorative parapets is permitted provided decorative cornices are installed.

1 J. **Mechanical Equipment Screening.** Mechanical and/or utility equipment, whether on the  
2 roof, side of building, or ground shall be screened. The method of screening shall be  
3 architecturally integrated with the structure in terms of materials, color, shape and size.  
4 Where freestanding mechanical equipment is provided, a continuous solid screen shall be  
5 provided. Roof-top mechanical equipment shall be screened by solid building elements (such  
6 as parapet wall or roof well).

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8 **K. Facade Materials**



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10 1. The use of natural building materials, such as wood, stone, or synthetic/recycled  
11 materials that simulate them, shall be used. Use of natural wood exteriors to achieve a  
12 craftsman/equestrian appearance is encouraged.  
13 2. Trim shall be of a color other than that of the structure.

14 **L. Building Materials.** Materials shall be compatible with compliant materials on adjacent  
15 buildings. The following tables present permissible building materials for construction. The  
16 materials may be modified if it can be demonstrated that the proposed materials meet the  
17 intent of these standards.

18 1. Permissible Materials

19 (a) Building Exterior

- 20 i. Wood - Rough sawn, log, or other natural finish  
21 ii. Granite, slate, limestone, and other cut stones  
22 iii. Synthetic or recycled materials that simulate those above.

23 (b) Roofs (where visible). The visible portion of sloped roofs shall be sheathed with a  
24 roofing material complementary to the architectural style of the building and other  
25 surrounding buildings.

- 26 i. Standing seam metal roofs  
27 ii. Class "A" composition shingles  
28 iii. Tile of neutral color, slate, or cedar shingle

29 2. **Materials not permitted.** The following materials shall not be used on the exterior of any  
30 new construction:

- 31 i. Reflective or opaque glass  
32 ii. Vertical wood siding (Board & Batten)  
33 iii. Plastic panels  
34 iv. Steel or metal siding  
35 v. Concrete masonry units (block)

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**M. Landscaping and Tree Preservation.**

1. The Petitioner shall provide Florida Friendly Landscaping throughout the project utilizing the Right-Plant Right-Place principles consistent with the following examples:



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2. Street trees shall be provided along all roadways adjacent to the development at intervals not to exceed 50 feet.
3. Rear and side yard landscaping, lighting and hardscape features that encourage pedestrian access shall be incorporated into the site design.
4. Rain Gardens shall be incorporated into parking lots, unless it can be demonstrated that they would not be suitable for the site.

**N. Stormwater**

Low Impact Development Practices shall be used. Such practices shall include minimal site disturbance and alteration of terrain, through use of design techniques, such as, that protect native vegetation and minimize earth movement such as reduced pavement widths, stem-wall construction, swales, and native landscaping.

**O. Fencing**

1. Fencing shall maintain an equestrian appearance. Examples of this include, but are not limited to livestock fences, wood rail fences, board fences, and field fences.

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2. Fences should be an integral part of the landscape buffers.
3. Fences shall be used to create contiguity in the perimeter design of the development.
4. Stone column accents and knee walls should be incorporated into the design.
5. Barbed wire fences shall be discouraged except where necessary to contain horses or livestock. Solid walls, concertina wire, and chain link fences shall be prohibited.

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**P. Lighting**

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1. Lighting shall be consistent with Dark Sky Lighting principles.
2. All light fixtures shall be cut off type fixtures that direct light towards the ground.
3. Bollard type lighting or similar fixtures shall be provided and maintained for pedestrian safety to illuminate walkways and other public access areas.

15

**IV.**

**Zoning.** Petitioners agree that nothing herein grants them any rights to a specific zoning category. Petitioners shall still be required to apply for any necessary zoning changes, and such applications shall be evaluated in accordance with Chapter 125, Florida Statutes, and the Lake County Land Development Regulations.

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- 1 **V. Applicability of Comprehensive Plan and Land Development Regulations.** Unless specifically  
2 addressed herein, all development shall be constructed consistent with the Lake County  
3 Comprehensive Plan and Land Development Regulations.