

EXHIBIT A

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

Annexation

RESERVED FOR RECORDING

THIS AGREEMENT entered into as of the _____ day of _____, 2006, between **THE CITY OF LEESBURG, FLORIDA**, P.O. Box 490630, Leesburg, Florida 34749-0630, hereafter referred to as the "City," and Mathias Land Investments, LLC, whose address is 5117 Banana Point Okahumpka, Florida 34762, hereafter referred to as the "Developer,"

WITNESSETH:

That Developer owns the real property legally described on Exhibit "B" attached, and has applied to annex that property (hereafter referred to as the "Property") into the City. The parties have entered into this Agreement to set forth certain understandings between them regarding how the Property is to be developed, and which party will be responsible for various expenses connected to the use and development of the Property, if it is annexed into the City and subsequently developed.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and of the consideration being given by the City to annexation of the Property into its municipal limits, as well as other good and valuable considerations, receipt whereof is hereby acknowledged, the parties do hereby agree as set forth below:

1. To incorporate Exhibit "C" the CIP Planned Development Conditions date February 23, 2006 in to this Annexation Agreement.

The total land area of the Property proposed for annexation is 1.22 +/- acres, all of which will be devoted to the uses of food equipment sales. This Property will be considered for annexation by the Leesburg City Commission under Planning and Zoning case number 011A-1-010506.

2. All development of the Property shall be subject to compliance with the adopted Growth Management Plan in place at the time of any new proposed development, plus all other applicable City, State or Federal requirements including but not limited to; zoning, building, parking and landscape codes.

4. If deemed necessary and advisable by the City when reviewing the actual plans for the use of the Property, Developer will be required to enter into a Developer's Agreement with the City setting forth in greater detail the duties and responsibilities of each party with regard to the expenses of developing the Property, providing roads and utilities, and the like.

5. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of the following utility infrastructure and other improvements related to the use and development of the Property, all of which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction. Developer shall dedicate on the plat, or otherwise grant to the City, free of liens or encumbrances other than those which are duly subordinated, easements for water, reuse water, and sewer lines and all other utilities mentioned herein, and shall upon approval of the lines by the City, convey title to all utility lines and related infrastructure (such as, but not limited to lift stations) to the City by deed, bill of sale or other appropriate document. The City shall not be obligated to accept for maintenance any utility lines, roads or other items constructed by the Developer which do not meet the specifications and requirements pertaining thereto as set forth in applicable laws, rules and regulations in effect at the time of construction.

- A. All interior roads, together with such turning lanes, acceleration and deceleration lanes, traffic signals, signs, striping, and other road improvements, on site or off site, as are necessary to the efficient handling of the traffic to be generated by the proposed development of the Property, and to meet the concurrency requirements imposed by law. Roads and other public thoroughfares within the Property shall be dedicated to the public on the plat or in some other manner, unless Developer desires and intends that the roads remain private, in which case the plat, recorded restrictions or other appropriate documents shall contain notice to all purchasers of land within the Development that they, and not the City, will be responsible for maintenance of the roads.
- B. All supply lines for potable water service to each residential, commercial or industrial unit constructed on the Property. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's potable water system at the nearest location where there is a supply line of sufficient size to serve the needs of the proposed development.
- C. Separate water supply lines to carry treated wastewater ("Reuse Water") to be utilized for irrigation and other purposes for which the use of Reuse Water is approved by applicable laws, rules and regulations. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's reuse water system at the nearest location where there is a supply line of sufficient size to serve the needs of the proposed development. Provided, however, this requirement is only applicable if the City's Reuse Water supply system is available adjacent to the Property at the time of construction/improvement plan approval by the City.
- D. Natural gas lines to supply each structure constructed on the Property with natural gas. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's natural gas supply system at the nearest location where there is a supply line of sufficient size to serve the needs of the proposed development. Provided, however, this requirement is only applicable if the City's natural gas supply system is available adjacent to the Property at the time of construction/improvement plan approval by the City.
- E. Wastewater lines and any necessary lift stations to convey wastewater from each structure on the Property to the City's wastewater treatment system. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's wastewater treatment system at the nearest location where there is a collection line of sufficient size to serve the needs of the proposed development.

- F. Electrical transmission lines shall be placed underground to serve each structure on the Property. If the Property is not within the City's electrical service area, the requirement to convey the electrical supply lines to the City shall not apply, however Developer shall still be required to dedicate easements sufficient in size and location for the placement, maintenance, repair, upgrade and improvement of the electrical supply system by the utility in whose service area the Property is located.
- G. Fiber optic cables to serve each structure constructed on the Property with data and other services capable of transmission over such lines. Provided, however, this requirement is only applicable if the City's fiber optic cable system is available adjacent to the Property at the time of construction/improvement plan approval by the City.
- H. If in its discretion the City desires to have any of the foregoing utility lines oversized for any reason, such as but not limited to serving future development, it may require Developer to install the oversized lines but the City shall pay the difference in cost between the lines which would have been adequate to serve the Property, and the cost of the oversized lines required by the City.

6. At the time of building permit approval, or other time as specified by City or Lake County ordinance, Developer shall pay all applicable impact fees, connection charges, or other legally adopted fees and costs required by the City or Lake County.

7. Nothing in this Annexation Agreement shall be construed to exempt the Developer or the Property from any requirements imposed by the City code or other applicable laws, rules and regulations regarding any permits or approvals necessary for the anticipated development of the Property, including but not limited to, platting, building permits, zoning or conditional use permits or amendments to the Future Land Use Element of the Comprehensive Plan as required for the uses to which Developer proposes to put the Property, site plan approvals, or other permitting requirements imposed by local, state or federal government, or any agency thereof.

8. Developer understands and acknowledges that by entering into this Annexation Agreement, the City is not committing to approve any aspect of the proposed development of the Property, or to do any other act which requires public hearings or approval by the City Commission or other agency or body of the City such as the Planning Commission. All decisions regarding zoning, land use, permitting, and other such approvals, must be made by the body having jurisdiction over such decision under applicable law, and in accordance with all public hearing and participation requirements now or hereafter in effect. This Annexation Agreement shall not be effective, nor shall it be binding on either party, until such time as the Property has been duly annexed into the municipal limits of the City in accordance with all applicable requirements including notice to surrounding property owners and public hearings which are in accordance with Florida Statutes, and the City's Code of Ordinances. The City does not, by negotiation of this Annexation Agreement with the Developer, intend to commit itself to annex the Property, and shall not be obligated to do so. However, if the City denies Developer's petition to annex the Property into its municipal limits, this Annexation Agreement shall become void and of no force or effect once the decision of the City Commission to deny the petition to annex has become final and is no longer subject to appeal.

9. Venue for any action or proceeding arising under this Annexation Agreement shall be in Lake County, Florida. This Annexation Agreement shall be construed in accordance with the laws of Florida. In the event of any litigation arising under this Annexation Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees at both the trial and appellate levels, in addition to any other relief obtained.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to set their hands and seals to this Annexation Agreement.

WITNESSES:

[Signature]
[Signature]
Type or print name of witness

DEVELOPER:

BY: [Signature]
William J. Mathias, Managing Member,
Mathias Land Investments, LLC

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, William J. Mathias, Managing Member, Mathias Land Investments, LLC, personally appeared before me and acknowledged on the 16 day of March, 2006, that he executed the foregoing instrument in said capacity. He is {CHECK ONE} personally known to me, or else who produced _____ as identification.

[Signature]
NOTARY PUBLIC
Kathryn P. Emily
Type or print name of Notary

DD467907
Commission Number
June 9, 2006
Commission Expiration Date



THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

Attest: _____
CITY CLERK

Approved as to form and content:

CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared _____, as Mayor, and _____, as City Clerk, who appeared personally before me and acknowledged on the _____ day of _____, 2006, that they executed the foregoing instrument on behalf of the CITY OF LEESBURG, FLORIDA, and who were either {CHECK ONE} personally known to me, or else who produced _____ as identification.

NOTARY PUBLIC

Commission Number

Type or print name of Notary

Commission Expiration Date

EXHIBIT B

LEGAL DESCRIPTION

MATHIAS LAND INVESTMENTS, INC.

Commencing at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 24 East, Lake County, Florida; run South $89^{\circ}34'05''$ East along the South line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 284.33 feet; thence North $12^{\circ}28'42''$ East 552.44 feet to a point on the curved Southerly right-of-way line of State Road No. 44, said point being South $21^{\circ}45'41''$ West of the radius point of said curve which is concave Northerly and has a radius of 3869.83 feet; thence Southeasterly along the arc of said curve through a central angle of $02^{\circ}34'44''$ an arc distance of 174.18 feet to the Point of Beginning. From said Point of Beginning run South $12^{\circ}30'14''$ West 309.26 feet; thence South $77^{\circ}51'39''$ East 178.00 feet to a point on a curved right-of-way of a road, said point bearing South $77^{\circ}02'16''$ East 375.00 feet from the radius point; thence Northeasterly along the arc of said curve through a central angle of $00^{\circ}27'30''$ a distance of 3.00 feet to the end of said curve; thence North $12^{\circ}30'14''$ East 265.22 feet to the beginning of a curve concave Southwesterly and having a radius of 25.00 feet; thence Northwesterly along the arc of said curve through a central angle of $85^{\circ}37'33''$ and arc distance of 37.36 feet to a point on the curved Southerly right-of-way of State Road No. 44, said point being South $16^{\circ}52'41''$ West of the radius point of the State Road No 44 curve; thence Northwesterly along the arc of the curved Southerly right-of-way, which is concave Northeasterly, through a central angle of $02^{\circ}18'16''$ an arc distance of 155.65 feet to the Point of Beginning.

MATHIAS FOOD SERVICE EQUIPMENT
REZONING TO CIP (COMMERCIAL / INDUSTRIAL PLANNED)
PLANNED DEVELOPMENT CONDITIONS
FEBRUARY 23, 2006

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

BACKGROUND: The "Permittee" is desirous of obtaining a CIP (Commercial/Industrial Planned) zoning district to permit industrial uses on an approximately 1.22 acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to Mathias Land Investments, LLC to construct, operate, and maintain a CIP (Commercial/Industrial Planned) development in and on real property in the City of Leesburg. The property is generally situated of S.R.44 (West Main Street) and west of Progress Road. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. LAND USES

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

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

1) Commercial/industrial uses shall be those listed for the CIP uses in the Code of Ordinances except as limited by this CIP and shall occupy the approximate area as shown on the Master Development Plan dated Jan. 10, 2005.

2) Uses prohibited shall be as follows:

a. Heavy industrial uses.

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

B. Area

The Impervious surface coverage for the entire Planned Development shall not exceed eighty (80) percent of the gross site area.

C. Open Space

A minimum of twenty (20) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

4. SITE ACCESS

A. Direct access to the site shall be provided by from Progress Road only.

5. DEVELOPMENT STANDARDS

A. The minimum development standards shall be those required for the CIP district except as amended by these conditions.

6. PARKING

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

7. WETLANDS

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

8. DRAINAGE AND UTILITIES

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

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

9. TRANSPORTATION

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

10. LANDSCAPING AND BUFFER REQUIREMENTS

A. Plans and site design for the installation of any required landscaping and buffering shall be submitted and approved prior to issuance of the building permit for the development. All landscaping shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances.

11. MAINTENANCE

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

12. MISCELLANEOUS CONDITIONS

A. Prior to submitting any building permit applications, the applicant shall submit and obtain approvals from City staff for:

- 1) An approved site plan based on the Master Development Plan dated Jan. 10, 2005 per the requirements of the City of Leesburg;

- B. Prior to site plan approval, a copy of an approved Management and Storage of Surface Waters (MSSW) permit from the St. Johns River Water Management District shall be submitted to Planning and Zoning Division.
- C. Any information submitted to Florida Fish and Wildlife must be submitted to the City. If there is no indication of existence of protected/endangered species on the site a letter must be submitted for the file indicating same.