

EXHIBIT A

THIS FORM DEVELOPED BY:  
Fred A. Morrison  
McLin & Burns P.A.  
FILLED IN BY:  
Bill Wiley, AICP  
Interim Community Development Director  
City of Leesburg

**Annexation**

(Berean Baptist Church)

RESERVED FOR RECORDING

**THIS AGREEMENT** entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, between **THE CITY OF LEESBURG, FLORIDA**, P.O. Box 490630, Leesburg, Florida 34749-0630, hereafter referred to as the "City," and Berean Baptist Church whose address is 5640 C.R. 48 Okahumpka, Fl 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" Berean Baptist Church the Planned Unit Development Agreement dated February 21, 2008, or as maybe subsequently amended, in to this Annexation Agreement.

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

or other items constructed by the Developer which do not meet the specifications and requirements pertaining thereto as set forth in applicable laws, rules and regulations in effect at the time of construction.

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

- G. Fiber optic cables to serve each structure constructed on the Property with data and other services capable of transmission over such lines. Provided, however, this requirement is only applicable if the City's fiber optic cable system is available adjacent to the Property at the time of construction/improvement plan approval by the City.
- H. If in its discretion the City desires to have any of the foregoing utility lines oversized for any reason, such as but not limited to serving future development, it may require Developer to install the oversized lines but the City shall pay the difference in cost between the lines which would have been adequate to serve the Property, and the cost of the oversized lines required by the City.
1. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace.
  3. 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.
  4. Nothing in this Annexation Agreement shall be construed to exempt the Developer or the Property from any requirements imposed by the City code or other applicable laws, rules and regulations regarding any permits or approvals necessary for the anticipated development of the Property, including but not limited to, platting, building permits, zoning or conditional use permits or amendments to the Future Land Use Element of the Comprehensive Plan as required for the uses to which Developer proposes to put the Property, site plan approvals, or other permitting requirements imposed by local, state or federal government, or any agency thereof.
  5. Developer understands and acknowledges that by entering into this Annexation Agreement, the City is not committing to approve any aspect of the proposed development of the Property, or to do any other act which requires public hearings or approval by the City Commission or other agency or body of the City such as the Planning Commission. All decisions regarding zoning, land use, permitting, and other such approvals, must be made by the body having jurisdiction over such decision under applicable law, and in accordance with all public hearing and participation requirements now or hereafter in effect. This Annexation Agreement shall not be effective, nor shall it be binding on either party, until such time as the Property has been duly annexed into the municipal limits of the City in accordance with all applicable requirements including notice to surrounding property owners and public hearings which are in accordance with Florida Statutes, and the City's Code of Ordinances. The City does not, by negotiation of this Annexation Agreement with the Developer, intend to commit itself to annex the Property, and shall not be obligated to do so. However, if the City denies Developer's petition to annex the Property into its municipal limits, this Annexation Agreement shall become void and of no force or effect once the decision of the City Commission to deny the petition to annex has become final and is no longer subject to appeal.
  6. Venue for any action or proceeding arising under this Annexation Agreement shall be in Lake County, Florida. This Annexation Agreement shall be construed in accordance with the laws of Florida. In the event of any litigation arising under this Annexation Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees at both the trial and appellate levels, in addition to any other relief obtained.

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

WITNESSES:

DEVELOPER:

Michael Miller

BY: Terry K. Weaver  
Terry Weaver, Pastor  
Berean Baptist Church

MICHAEL MILLER  
Type or print name of witness

Lynda Nehring

Lynda Nehring  
Type or print name of witness



Debbie Blair  
Commission #DD307986  
Expires: Apr 07, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

X Debbie Blair

STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, Terry Weaver, Pastor, Berean Baptist Church personally appeared before me and acknowledged on the 23<sup>rd</sup> day of March, 2008, that she executed the foregoing instrument in said capacity. She is {CHECK ONE}  personally known to me, or else who  produced DL # W110-811-63-326-0 as identification.

Debbie Blair  
NOTARY PUBLIC

\_\_\_\_\_  
Commission Number

Debbie Blair  
Type or print name of Notary

\_\_\_\_\_  
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 \_\_\_\_\_, 2008,  
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

CASE #:013-0-022108

From the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 20 South, Range 24 East, Lake County, Florida, run South along the East line thereof 66.27 feet to the Southerly right-of-way of State Road No. 48; thence Westerly along said right-of-way 221.95 feet to the point of beginning of this description. From said point of beginning continue Westerly along said right-of-way 210.38 feet; thence South parallel with the East line of said Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 210 feet; thence Easterly parallel with aforementioned right-of-way 210.38 feet; thence North 210 feet to the point of beginning.

ALSO: The East 431.5 feet of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 20 South, Range 24 East, Lake County, Florida, LESS: the right-of-way of State Road No. 48 and LESS: From the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 20 South, Range 24 East, Lake County, Florida, run South along the East line thereof 66.27 feet to the Southerly right-of-way of State Road No. 48; thence Westerly along said right-of-way 221.95 feet to the point of beginning of this description. From said point of beginning continue Westerly along said right-of-way 210.38 feet; thence South parallel with the East line of said Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 210 feet; thence Easterly parallel with aforementioned right-of-way 210.38 feet; thence North 210 feet to the point of beginning.

Alternate Key Number: 1294525

**BEREAN BAPTIST CHURCH  
REZONING TO PUD (PLANNED UNIT DEVELOPMENT)  
PLANNED DEVELOPMENT CONDITIONS  
FEBRUARY 21, 2008**

These PUD (Planned Unit Development) district conditions are granted by the City of Leesburg Planning Commission, Lake County, Florida to Berean Baptist Church, "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 PUD (Planned Unit Development) zoning district to permit church and church-related uses on an approximately 6.05 acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to Berean Baptist Church, to construct, operate, and maintain a PUD (Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located on the south side of CR48, approximately one mile west of the intersection of CR 48 and US 27. 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 PUD (Planned Unit Development) uses as limited herein, pursuant to City of Leesburg development codes and standards.

A. All uses shall be restricted to those uses approved specifically in the PUD conditions for the site and shall occupy the approximate area as shown on the Conceptual Plan.

1) Uses Permitted

Permitted Uses shall be as follows:

- a. House of Worship (Church)
- b. Church related use including offices and daycare uses
- c. Associated uses such as water retention ponds and buffering.

2) Uses Prohibited

Prohibited shall be as follows:

- a. All uses not specifically listed as Permitted Uses in item 3.A.1 as shown above.

B. Impervious Area

The Impervious surface coverage for each site shall not exceed seventy (70) percent of the gross site area.

C. Open Space

A minimum of thirty (30) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

4. SITE ACCESS

- A. Access to the parcel shall be based on the site plan dated December 28, 2007, which indicates one (1) access from County Road 48 on the north.
- B. All other site access issues will be reviewed during the site plan review stage of the development.

5. DEVELOPMENT STANDARDS

- A. The minimum development standards shall be those required for the PUD (Planned Unit Development) district, except as amended by these conditions.

6. DESIGN REQUIREMENTS

- A. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
  1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
  2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.)

7. PARKING AND LIGHTING

- A. All required off-street parking spaces shall be constructed within the development per City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.
- B. All lighting of the parking, landscape and building and open areas shall be designed in such a manner as to minimize visual impact on adjacent properties. Lighting design for the above referenced areas shall be reviewed during the site plan review process. Multiple, verified

written complaints from adjoining properties may be interpreted by the Community Development Director as a violation of this PUD condition, which will require either redesign or repairs to the existing lighting system within a time period not to exceed ninety (90) days from determination of violation.

8. 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).

9. DRAINAGE AND UTILITIES

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of the natural vegetation in any phase of the development, the permittee shall provide:
- 1) A detailed site plan demonstrating no direct discharge of storm water 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.

10. TRANSPORTATION

- A. Permittee shall make all transportation improvements as required by FDOT and the City of Leesburg. Construction of improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application.

11. LANDSCAPING AND BUFFER REQUIREMENTS

- A. Each property line along the south east and west shall have a ten (10) foot landscape buffer with an eight (8) foot decorative fence with landscaping. The exact location of the fence shall be determined after reviewing the location of any existing trees that may be saved and incorporated into the buffer area.
- B. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances as follows:

For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.

- 1) Two (2) canopy trees
- 2) Two (2) ornamental trees
- 3) Thirty (30) shrubs

- 4) The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
- 5) Existing vegetation in the required buffer shall be protected during construction.

12. 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.

13. DEVELOPMENT PHASING/IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the conceptual Site Plan dated December 28, 2007, and attached as part of these conditions. Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process.
- B. Implementation of the project shall substantially commence within 24 months of approval of the site plan and construction plan approvals for this Planned Development. In the event, the conditions of the PD has not been substantially initiated during the required time period, the PD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PD approval or rezone the property to an appropriate zoning classification.

14. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be

binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

15. CONCURRENCY

The proposed land use change or approval would result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

# Conceptual Development Plan

