

Return to:
City Clerk
City of Umatilla
PO Box 2285
Umatilla FL 32784

ORDINANCE 2020 - B

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 41.2± ACRES OF LAND ZONED PLANNED UNIT DEVELOPMENT (PUD) TO THE CLASSIFICATION OF INDUSTRIAL PLANNED UNIT DEVELOPMENT (IPUD) IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY DUCK BOX PROPERTIES, LLC, LOCATED EAST OF SR 19 AND SOUTH OF MILLS STREET; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Duck Box Properties, LLC as Owner, to rezone approximately 41.2 acres of land from Planned Unit Development (PUD) to Industrial Planned Unit Development (IPUD);

WHEREAS, the Petition bears the signature of all required parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published;

WHEREAS, the City Council reviewed said petition, the recommendations of staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

WHEREAS, upon review, certain terms pertaining to the development of the above described property have been duly approved, and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated as IPUD, Industrial Planned Unit Development, as defined in the Umatilla Land Development Regulations. The property is more particularly described and depicted as set forth on Exhibit "A" and as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

LEGAL DESCRIPTION: See Exhibit "A"

The property rezoned pursuant to this section shall be subject to the Umatilla Land Development Regulations pertaining the Planned Unit Development District and shall be developed according to the Development Agreement attached hereto as Exhibit "C".

Section 2: Zoning Classification.

That the property shall be designated as IPUD, Industrial Planned Unit Development, in accordance with Chapter 6, Section 2(k) of the Land Development Regulations of the City of Umatilla, Florida.

Section 3: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4: Contingency; Effective Date.

It is the intent of the Council to adopt this Ordinance in furtherance of the City's Comprehensive Plan and the Future Land Uses designated thereunder, as amended by City Ordinance 2019-L, adopted by the Council on March 3, 2020, and which amendment becomes effective on a date set forth therein. The zoning changes approved by the Council herein are contingent upon the comprehensive plan or plan amendment transmitted becoming effective. This Ordinance shall become effective upon its passage or contemporaneously with the comprehensive plan amendment adopted pursuant to Ordinance 2020-L becoming effective, whichever is later.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this 3rd day of March, 2020.



Eric Olson, Mayor
City of Umatilla, Florida

ATTEST:



Karen H. Howard, MMC
City Clerk

Approved as to Form:



Kevin Stone
City Attorney

Passed First Reading October 15, 2019
Passed Second Reading March 3, 2020
(SEAL)

**EXHIBIT A
LEGAL DESCRIPTION**

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN EAST 989 FEET, THENCE SOUTH 95 FEET, THENCE EAST 45 FEET, THENCE SOUTH 75 FEET, THENCE EAST 100 FEET, THENCE SOUTH 181.42 FEET, THENCE EAST 186 FEET, THENCE SOUTH 638.58 FEET, THENCE WEST 960 FEET, THENCE NORTH 240 FEET, THENCE WEST 360 FEET, THENCE NORTH TO THE POINT OF BEGINNING. LESS AND EXCEPT THE NORTH 25 FEET THEREOF, ALSO LESS AND EXCEPT THAT PART GIVEN TO THE STATE OF FLORIDA AND RECORDED IN DEED BOOK 357, PAGE 81.

AND

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, THENCE RUN NORTH 01°06' WEST ALONG THE EAST LINE OF THE SAID SECTION 23, A DISTANCE OF 330 FEET; THENCE TURN TO THE LEFT AT AN ANGLE OF 89°44' AND RUN SOUTH 89°10' WEST 1320 FEET; THENCE RUN SOUTH 01°06' EAST 330 FEET; THENCE RUN NORTH 89°10' EAST 1320 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, THENCE RUN WEST 1340.5 FEET; THENCE RUN SOUTH 250 FEET; THENCE RUN EAST 1340.5 FEET; THENCE RUN NORTH 250 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGIN 250 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA. THENCE RUN SOUTH 165 FEET; THENCE RUN EAST 1320 FEET; THENCE RUN NORTH 165 FEET; THENCE RUN WEST 1320 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND:

FROM THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 00°27' EAST ALONG THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ 250 FEET; THENCE NORTH 89°10' EAST 25 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 00°27' EAST 80 FEET; THENCE NORTH 89°10' EAST 118 FEET; THENCE NORTH 00°27' WEST 80 FEET; THENCE SOUTH 89°10' WEST 118 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, THENCE RUN NORTH 89°10' EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 175 FEET; THENCE RUN SOUTH 00°27' EAST AND PARALLEL WITH THE WEST LINE OF THE SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 70 FEET; THENCE RUN SOUTH 89°10' WEST AND PARALLEL WITH THE NORTH LINE OF THE SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 175 FEET TO A POINT ON THE WEST LINE OF THE SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼; THENCE RUN NORTH 00°27' ALONG THE WEST LINE OF THE SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING.

AND LESS

THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 23, RUN S00°23'47"E, ALONG THE WEST LINE THEREOF, A DISTANCE OF 782.51 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5242, PAGE 1559, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5242, PAGE 1559, N89°33'06"E, 360.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE CONTINUE N89°33'06"E, ALONG THE EASTERLY EXTENSION OF SAID NORTH BOUNDARY A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID EASTERLY EXTENSION, N00°23'47"W, 225.49 FEET; TO A POINT ON THE ARC OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 41°50'05" AND AN ARC DISTANCE OF 273.81 FEET; THENCE N41°26'19"E, 102.05 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 41°05'43" AND AN ARC DISTANCE OF 107.59 FEET; THENCE N00°20'35"E, 75.00 FEET; TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MILLS AVENUE; THENCE N00°20'35"E, 25.00 FEET TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 23; THENCE ALONG SAID NORTH LINE N89°39'25"W, 550.55 FEET TO THE POINT OF BEGINNING.

EXHIBIT B ORDINANCE 2020-B

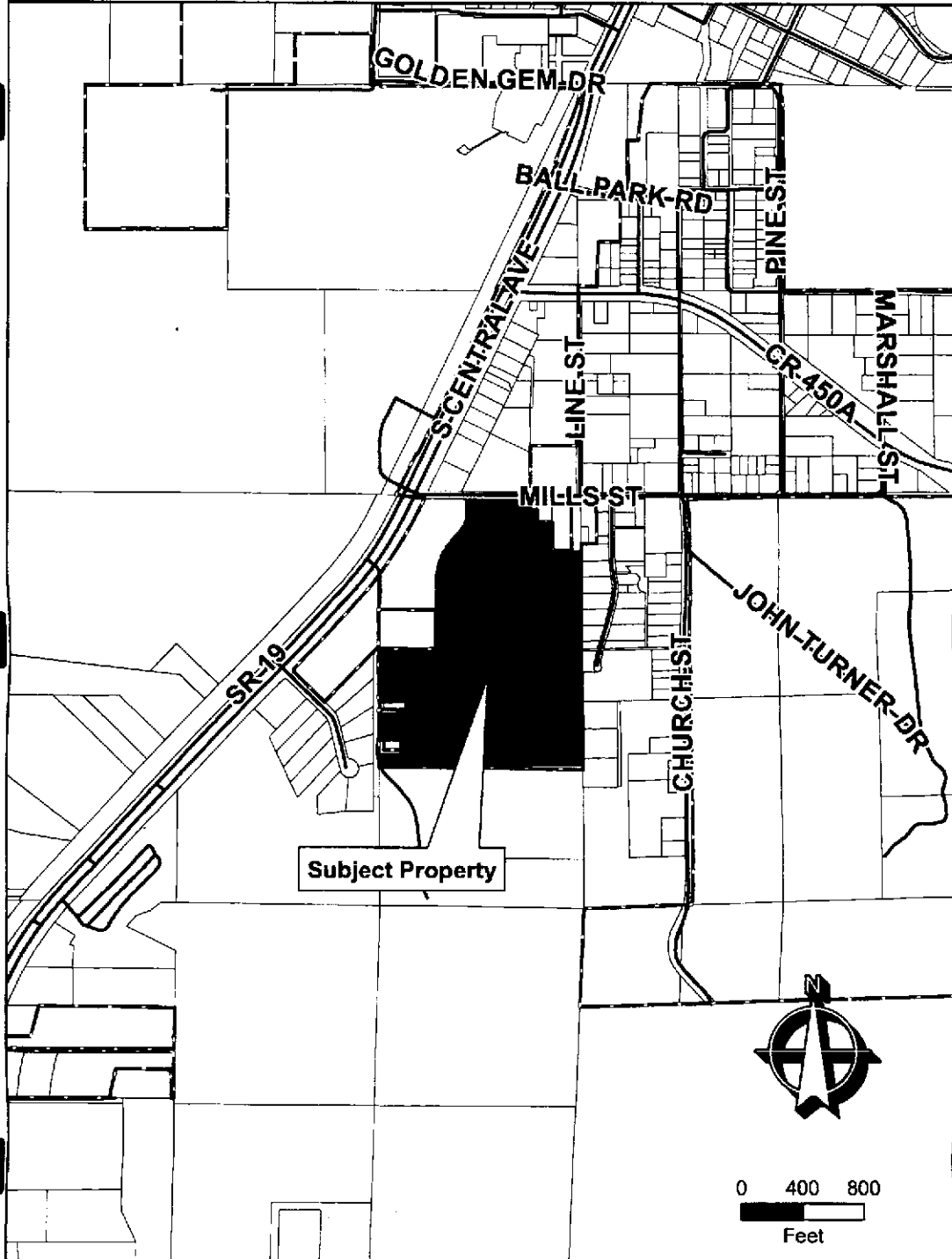


EXHIBIT C - ORDINANCE 2020-B
MASTER DEVELOPER'S AGREEMENT

This Developer's Agreement (the "Agreement") is made this 3rd day of March, 2020, by and between the CITY OF UMATILLA, a Florida municipal corporation ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and, Duck Box Properties, LLC, a Florida limited liability company ("Owner"), whose address is 600 Crescent Street, Umatilla, Florida, 32784, hereinafter referred to collectively as the "Parties."

RECITALS

1. The Owner desires to rezone and develop approximately 41 ± acres of property within the City of Umatilla, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located within the City of Umatilla and is currently zoned "Planned Unit Development (PUD)" with a future land use designation on the City of Umatilla Future Land Use Map of "Single Family Medium Density."

3. Owner has filed applications for a large scale comprehensive plan amendment to designate the future land use of the Property to be industrial with a corresponding change in the future land use map and a rezoning of the Property to Industrial Planned Unit Development (PUD).

4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Umatilla has determined that the comprehensive plan amendment and rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

6. The parties find that the development permitted or proposed by this Agreement is consistent with the City's Land Development Regulations and Comprehensive Plan, as amended.

7. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property and has further offered to adhere to certain development standards outlined herein.

8. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

9. Owner and City believe that it is in the best interest of each party to enable the Property to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the "Community Planning Act" (the "Act"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Umatilla, Florida, and, therefore, Owner and City agree that this Agreement shall constitute an Agreement in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference,

and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for a large-scale comprehensive plan amendment and rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any Party unless and until: a) the City duly adopts the Agreement, adopts an ordinance amending the comprehensive future land use map and such amendment becomes effective, and adopts an ordinance rezoning the Property and such rezoning becomes effective. The parties hereto understand and acknowledge that the City is in no way bound to amend the future land use map or rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning and comprehensive plan map amendment. However, if the City denies the application for rezoning or the comprehensive plan map amendment, this Agreement shall be void and shall be of no further force and effect.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by LPG Urban and Regional Planners, Inc., dated January 23, 2020, and attached as Exhibit "B" (the "Plan"). All development shall be consistent with City's "Planned Unit Development" (PUD) zoning district as it currently exists and subject to City approval.

Section 4. Permitted Uses. Permitted Uses of the Property are as follows:

- a. Artisan/Craftsman Shop.
- b. Appliance/Electronic repair shops.
- c. Agriculturally related industry.
- d. Auction Houses.
- e. Boat repair and sales.
- f. Commercial/Industrial Equipment and supplies.
- g. Commercial/Industrial service.
- h. Construction Contractor's Yard and Storage where incidental to the primary use.
- i. Distribution Center.
- j. Equipment Rental.
- k. Furniture and appliance stores.
- l. Health/Exercise Clubs.
- m. Laboratory/Research and Development
- n. Manufacturing: Fabrication
- o. Manufacturing: Processing
- p. Mini-warehouses.
- q. Motor Vehicle Sales.
- r. Motor Vehicle Service and Repair Facility.
- s. Motor Vehicle and Boat Storage Facility.
- t. Motor Vehicle Body Repair Facility
- u. Motor Vehicle Towing and Impoundment.
- v. Offices.
- w. Retail Home Building Materials.
- x. Retail Sales and Services
- y. Transportation Service.
- z. Trucking Terminal.
- aa. Veterinary Clinic/Kennels.
- bb. Warehousing.
- cc. Wholesalers and Distributors.
- dd. Xerographic and Offset printing.
- ee. Temporary modular office uses shall be allowed during construction.
- ff. Owners/caretakers residence incorporated into building use.
- gg. Other Uses require permission of the City Council.

All work proposed to be conducted indoors.

Notwithstanding the forgoing, for lots 10 and 11 which share a boundary with existing residential use as of the date of this agreement (such parcels being identified on the Exhibit "B" attached hereto, permitted uses shall be limited to the following:

- a. Artisan/Craftsman Shop
- b. Motor Vehicle, Boat and RV storage
- c. Mini-warehouses
- d. Warehousing
- e. Appliance/Electronic Repair
- f. Furniture and Appliance Stores
- g. Offices
- h. Xerographic and Offset Printing

Noise generating activities conducted on lots 10 and 11 shall be conducted between the hours of 7 am to 7 pm.

Section 5. Development Standards. Development Standards for the Property shall be as follows:

- a. Maximum Impervious Surface Ratio (ISR) – Seventy-five Percent (75%).
- b. Maximum Floor Area Ratio (FAR) will not exceed 2.0
- c. Minimum Setback requirements shall be:
 - Front: Road Right of Way - Twenty five feet (25')
 - Side: Road Right of Way - Twenty-five feet (25')
 - Another Lot - Ten feet (10'),
 - Rear: Road Right of Way - Twenty-five feet (25')
 - Another Lot - Ten feet (10')Required landscape buffers shall supersede the minimum setbacks permitted by this section.
Accessories Setback: All accessory structures shall be located no closer to the property line than ten feet (10').
- d. Maximum building height shall be limited to fifty feet (50').
- e. Parking: The Applicant will be required to meet the parking requirements of the Umatilla Land Development Code for the proposed uses.

Section 6. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by one access on Mills Street.

- a. The Owner shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Umatilla.
- b. All roads within the development shall have a forty foot (40') right of way and shall be designed and constructed by the developer as a twenty-four foot (24') wide road, with a ribbon curb and swale. The structural design of the pavement of the roads shall meet or exceed the City of Umatilla's requirements, as the type of traffic anticipated will require a heavier road section.
- d. All roads or related transportation improvements associated with the Development will be privately owned and maintained. The City of Umatilla will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Owner shall establish an appropriate legal entity (the "Property Owners' Association") that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements along with any other common improvements or facilities for which maintenance has not expressly been assumed by the City. Owner shall delineate this responsibility, and establish a mechanism for funding performance thereof, within a declaration of restrictive covenants and restrictions satisfactory to City. Such covenants and restrictions shall be recorded at the time of the final plat and prior to the sale of any lots within the Property.
- e. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access or off-site improvements if required by the Florida

Department of Transportation, Lake County or the City of Umatilla. Additional traffic impact analysis may be required during development as determined by the City of Umatilla, Lake County or the Florida Department of Transportation. Said improvements will be the responsibility of the Owner.

- f. The Property shall be fully vested from Transportation Concurrency pursuant to compliance with this Section 6.
- g. Access shall be provided to all commercial properties with frontage on the internal roadway.

Section 7. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way.

Section 8. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when the City makes such water and sewer services sufficient to service all uses of the Property available to the Property. The rates to be charged by City for Utilities to the Property shall be those rates and charges made by the City to its customers which are from time to time approved by the City Council or by any other governmental regulatory body from time to time having jurisdiction over such matters. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's eventual point of connection at the edge of the Property. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Although it is the Owner's intent to connect to the City's Utilities when they become available, Owner shall be allowed to place and utilize septic tanks and install dry lines prior to the date that the City's Utilities become available to the Property.

Owner agrees to install a water line extension from Lake Smith Road easterly across Jim Daugherty Drive to the development's water main, if needed. Impact fees credits may be available to the Owner to the extent that the line is determined not to be necessary to meet the minimum fire flow demands of the commerce park.

Section 9. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water, wastewater, police, and fire impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit is issued.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of preliminary plat and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 10. Easements. Owner shall provide the City such public easements or right of way in form acceptable to the City Attorney, as the City deems necessary for utility services, including but not limited to sewer, water, and drainage.

Section 11. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations with the exception of the planting waiver regarding the number of canopy trees to be planted. Owner shall install and maintain a thirty foot (30') landscape buffer, twelve foot (12') buffer, and a fifteen foot (15') buffer as shown on the Conceptual Plan attached as Exhibit "B". Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise

any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

A decorative hardscape entry feature with landscaping and irrigation will be required at the entrance at Mills Street. Said improvements shall be placed within an easement dedicated to the Property Owners' Association for ownership and maintenance.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all existing applicable City of Umatilla Land Development Regulations pertaining to tree removal and replacement, subject to limitations or modifications by Florida Statute.

Section 12. Stormwater Management. Owner agrees to provide at Owner's expense a stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 13. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 14. Signage. Owner shall submit a master sign plan as a component of the preliminary plat (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

Section 15. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 16. Construction Before Final Plat Approval.

Prior to final plat approval the applicant shall submit to the City Clerk or designee construction plans and specifications as required in Chapter 9, Section 6(d)(11) of the City's Land Development Code or the amended or renumbered successor to such section, together with a request for a land development permit. A copy of the deed and letter and authorization from owner if different from the applicant shall accompany the request. If the request for a land development permit complies with the City's Land Development Code then in force, the City shall issue the land development permit. Upon issuance of a land development permit, construction may commence. The improvements required by the preliminary plan approval shall be completed prior to final plat approval, as specified in the issued land development permit.

Prior to final plat approval the applicant shall submit to the City Clerk or designee site plans and specifications as required in Chapter 13, Section 4(c) of the City Land Development Regulations or the amended or renumbered successor to such section, together with a request for a development order. If the request for a development order complies with the City's Land Development Code, the City shall issue the development order even if the Owner does not yet have final plat approval. Upon issuance of the development order construction may begin.

The applicant at any time may submit to the Building Official or designee building plans and specifications as required in Chapter 11, Section 5 of the City's Land Development Regulations, or the amended or renumbered successor to such section, together with a request for a building permit. If the request for a building permit complies with the City's Land Development Code, the City shall issue the building permit. Upon issuance of a building permit, construction may commence. No certificate of occupancy shall be issued until the final plat is recorded. The issuance of a building permit and construction pursuant thereto shall not obligate the City to approve a final plat without the satisfaction of all Land Development Code requirements then in force. The City reserves the right to refuse to approve a final plat which is inconsistent with construction pursuant to a building permit issued prior to final plat approval.

Section 17. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

Section 18. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 19. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes*.

Section 20. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 21. Binding Effect; Assignability. This agreement shall be recorded with the clerk of the Circuit Court of Lake County. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on, and the benefits of this Agreement shall inure to, all successors in interest and/or assignees. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 22. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 23. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 24. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286 352-669-3125 Telephone
Copy to:	Mayor City of Umatilla P.O. Box 2286 Umatilla, Florida 32784-2286 352-669-3125 Telephone

	Kevin Stone Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone
As to Owner:	Duck Box Properties, LLC 600 Crescent Street Umatilla, FL 32784 352-267-0150 Telephone
Copy to:	Zach Broome Bowen Schroth Bowen, Schroth, Mazenko & Broome, P.A. 600 Jennings Avenue Eustis, Florida 32726 Telephone: (352) 589-1414

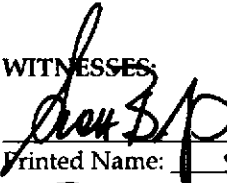
Section 25. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.


Section 26. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

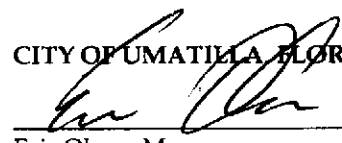
Section 27. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 28. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

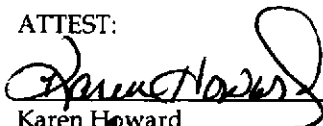
IN WITNESS WHEREOF, the parties have set their hands and seals this 5th day of March, 2020.

WITNESSES:

 Printed Name: Scott Blankenship

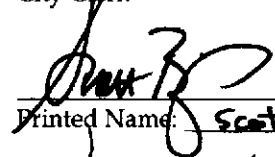

 Printed Name: Regina Frazier

CITY OF UMATILLA, FLORIDA
 By: 
 Eric Olson, Mayor

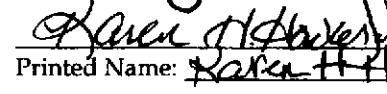
ATTEST:



Karen Howard
City Clerk




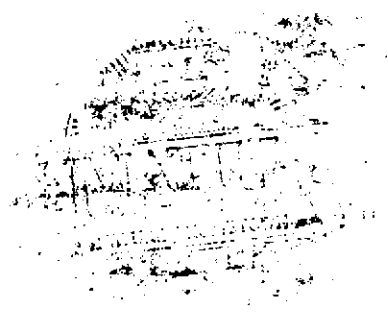
Printed Name: Scott Blenkinsop



Printed Name: Karen Howard

DUCK BOX PROPERTIES, LLC

By: 
Printed Name: H. Scott Purvis
As its: Manager



MASTER DEVELOPER'S AGREEMENT - EXHIBIT A
LEGAL DESCRIPTION

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN EAST 989 FEET, THENCE SOUTH 95 FEET, THENCE EAST 45 FEET, THENCE SOUTH 75 FEET, THENCE EAST 100 FEET, THENCE SOUTH 181.42 FEET, THENCE EAST 186 FEET, THENCE SOUTH 638.58 FEET, THENCE WEST 960 FEET, THENCE NORTH 240 FEET, THENCE WEST 360 FEET, THENCE NORTH TO THE POINT OF BEGINNING. LESS AND EXCEPT THE NORTH 25 FEET THEREOF, ALSO LESS AND EXCEPT THAT PART GIVEN TO THE STATE OF FLORIDA AND RECORDED IN DEED BOOK 357, PAGE 81.

AND

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, THENCE RUN NORTH 01°06' WEST ALONG THE EAST LINE OF THE SAID SECTION 23, A DISTANCE OF 330 FEET; THENCE TURN TO THE LEFT AT AN ANGLE OF 89°44' AND RUN SOUTH 89°10' WEST 1320 FEET; THENCE RUN SOUTH 01°06' EAST 330 FEET; THENCE RUN NORTH 89°10' EAST 1320 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, THENCE RUN WEST 1340.5 FEET; THENCE RUN SOUTH 250 FEET; THENCE RUN EAST 1340.5 FEET; THENCE RUN NORTH 250 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGIN 250 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA. THENCE RUN SOUTH 165 FEET; THENCE RUN EAST 1320 FEET; THENCE RUN NORTH 165 FEET; THENCE RUN WEST 1320 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND:

FROM THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH,

RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 00°27' EAST ALONG THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ 250 FEET; THENCE NORTH 89°10' EAST 25 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 00°27' EAST 80 FEET; THENCE NORTH 89°10' EAST 118 FEET; THENCE NORTH 00°27' WEST 80 FEET; THENCE SOUTH 89°10' WEST 118 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, THENCE RUN NORTH 89°10' EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 175 FEET; THENCE RUN SOUTH 00°27' EAST AND PARALLEL WITH THE WEST LINE OF THE SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 70 FEET; THENCE RUN SOUTH 89°10' WEST AND PARALLEL WITH THE NORTH LINE OF THE SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 175 FEET TO A POINT ON THE WEST LINE OF THE SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼; THENCE RUN NORTH 00°27' ALONG THE WEST LINE OF THE SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING.

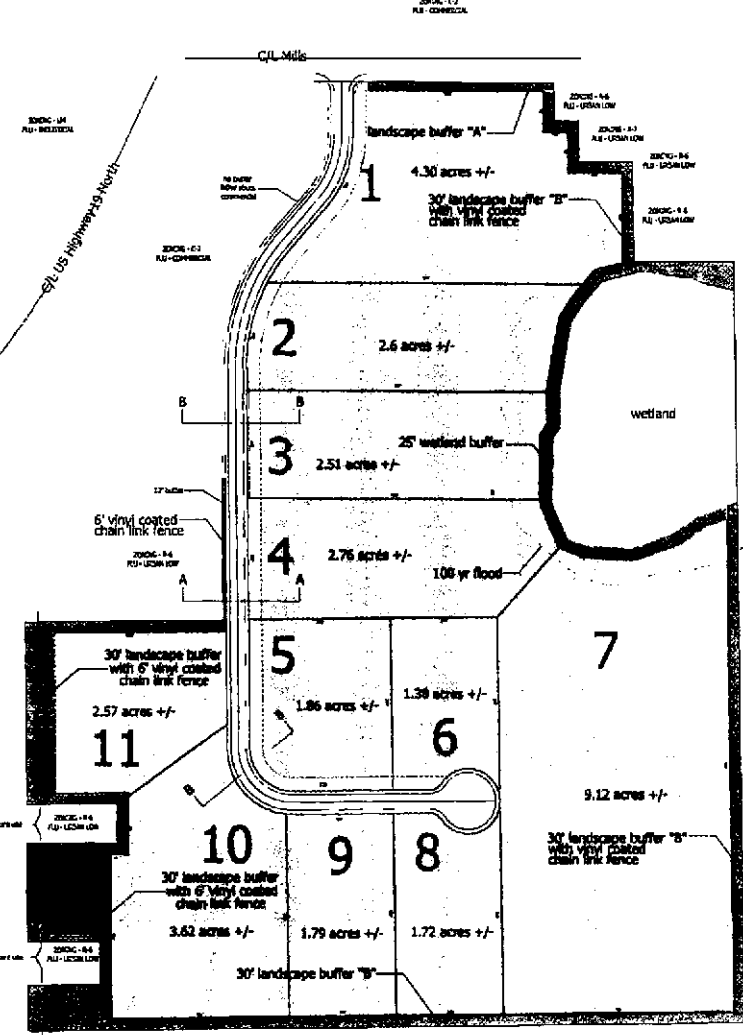
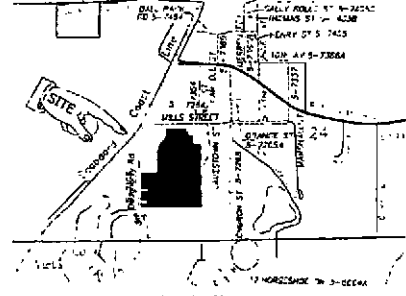
AND LESS

THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 23, RUN $500^{\circ}23'47''$ E, ALONG THE WEST LINE THEREOF, A DISTANCE OF 782.51 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5242, PAGE 1559, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5242, PAGE 1559, $N89^{\circ}33'06''$ E, 360.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE CONTINUE $N89^{\circ}33'06''$ E, ALONG THE EASTERLY EXTENSION OF SAID NORTH BOUNDARY A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID EASTERLY EXTENSION, $N00^{\circ}23'47''$ W, 225.49 FEET; TO A POINT ON THE ARC OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF $41^{\circ}50'05''$ AND AN ARC DISTANCE OF 273.81 FEET; THENCE $N41^{\circ}26'19''$ E, 102.05 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF $41^{\circ}05'43''$ AND AN ARC DISTANCE OF 107.59 FEET; THENCE $N00^{\circ}20'35''$ E, 75.00 FEET; TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$ AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MILLS AVENUE; THENCE $N00^{\circ}20'35''$ E, 25.00 FEET TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 23; THENCE ALONG SAID NORTH LINE $N89^{\circ}39'25''$ W, 550.55 FEET TO THE POINT OF BEGINNING.

Owner:
H. Scott Purvis
Duck Box Properties, LLC
600 Crescent Street
Umatilla, Florida 32784
(352) 267-0150

Agent:
LPG Urban and Regional Planners, Inc.
c/o Greg Seiveau
1162 Camp Avenue
Mount Dora, Florida 32757
(352)-385-1940 (phone)



Legal Description:

BEING ALL THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28 TOWNSHIP 21 S RANGE 16 E COUNTY FLORIDA TRACT 416... (The text continues with a detailed legal description of the property boundaries and areas.)

BEING ALL THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28 TOWNSHIP 21 S RANGE 16 E COUNTY FLORIDA TRACT 416... (The text continues with a detailed legal description of the property boundaries and areas.)

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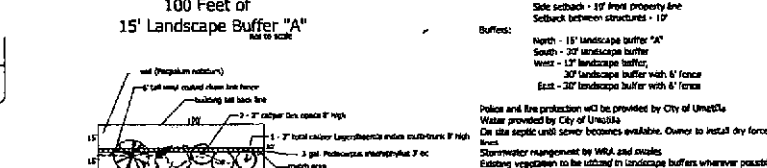
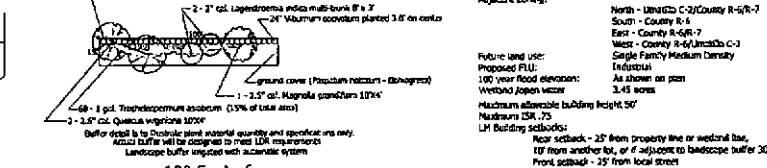
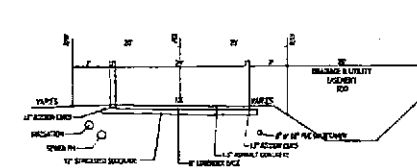
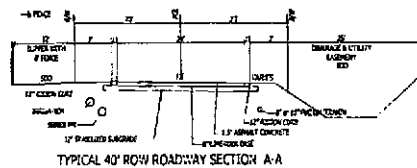
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Land Use Legend:

- Open Space/Buffers
- Light Manufacturing
- Wetland

Open Space Matrix

Open Space Matrix	Open Space/Buffers	Light Manufacturing	Wetland
Open Space/Buffers	Open Space/Buffers	Light Manufacturing	Wetland
Light Manufacturing	Open Space/Buffers	Light Manufacturing	Wetland
Wetland	Open Space/Buffers	Light Manufacturing	Wetland

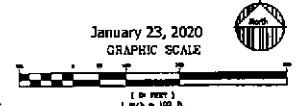
Notes:

Total acreage: 41.21 acres (1,994,103 square feet)
Total developable acreage: 37.78 acres
Existing zoning of parcel: RUCO
Proposed zoning of parcel: IMVD
Adjacent Zoning: North - IMVD; South - County R-6/R-7; East - County R-6/R-7; West - County R-6/IMVD; Single Family Medium Density (Industrial)

Future land use:
Proposed FUU: 100 year flood elevation: 34.65 feet
Wetland Open water: 34.65 feet
Maximum allowable building height: 30'
Maximum IM, 75'
LM Building setbacks:
Rear setback - 25' from property line or wetland line, 10' from another lot, or if adjacent to landscape buffer 30'
Front setback - 25' from local street
Side setback - 10' from property line
Setback between structures - 10'

Buffers:
North - 15' landscape buffer "A"
South - 30' landscape buffer
West - 15' landscape buffer
30' landscape buffer with 6' fence
East - 30' landscape buffer with 6' fence

Police and fire protection will be provided by City of Umatilla
Water provided by City of Umatilla
On site septic until sewer becomes available. Owner to install dry floor main
Stormwater management by WRA, and details
Existing vegetation to be retained in landscape buffers wherever possible. Landscape plans for individual lots will be submitted at the time of building permit.
Perimeter landscape buffer to be installed by individual property owner at project lots developer



**Gateway Commerce Park
Conceptual Master Plan**
Umatilla, Florida

Urban & Regional Planners, Inc.
1162 Camp Avenue - Mt. Dora, FL 32757
(352) 385-1940 FAX (352) 385-1941
Proj. 17801 Proj. Contact: Peter G. Bohn

1 of 1