

LAKE COUNTY PLANNING AND COMMUNITY DESIGN ANALYSIS
PETITION TO REZONE PROPERTY

PLANNING and ZONING BOARD
 October 29, 2014



BOARD OF COUNTY COMMISSIONERS
 November 18, 2014

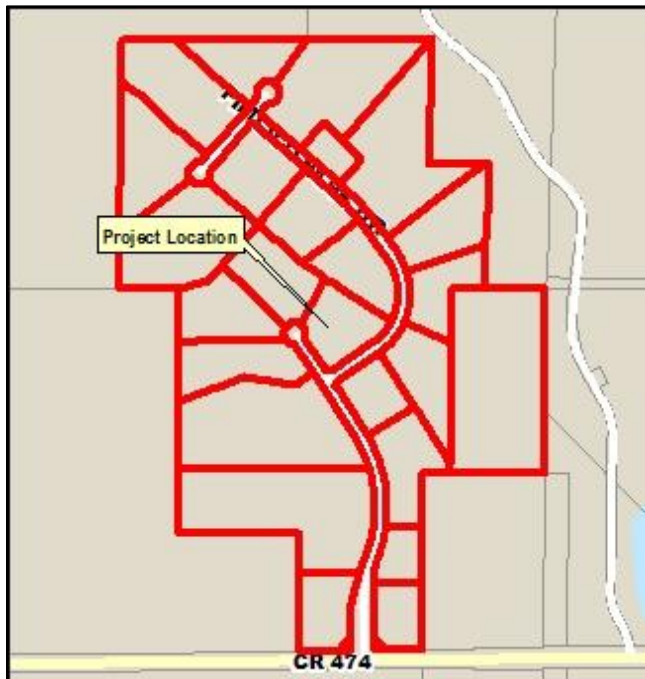
| | | |
|--|--|------------------------|
| PH #28-14-1 Hilochee Partners, LTD Royal Equestrian Ranch Club PUD Amendment | Case Manager: Rick Hartenstein, AICP, CPM, Senior Planner | Agenda Item # 2 |
|--|--|------------------------|

Owner/ Applicant: Hilochee Partners, LTD / Stephen Hamic (the "Owner/Applicant")

Requested Action: Amend Planned Unit Development (PUD) Zoning District Ordinance #2010-27 (Royal Equestrian Ranch Club) by adding 11 +/- acres to the PUD and removing the provision for an on-site central water supply.

- Site Location and Information -

Approximate site location shown in red



| | | |
|---------------------------------------|--|---|
| Size | 121 +/- Acres | |
| Location | South Lake County on CR 474 approximately 1.5 miles west of Hwy 27 on the right. | |
| Alt. Key Number(s) | Multiple | |
| Future Land Use (FLU) | Green Swamp Rural Conservation | |
| | Existing | Proposed |
| Zoning District | Planned Unit Development (PUD) | Planned Unit Development (PUD) |
| Impervious Surface Ratio (ISR) | 30% per Lot Settlement Agreement (FLWAC Case #APP-08-002) | 30% per Lot Settlement Agreement (FLWAC Case #APP-08-002) |
| Floor Area Ratio (FAR) | N/A | N/A |
| Open Space | 25% Gross Land Area | 25% Gross Land Area |
| Joint Planning Area | None | |
| Utility Area | None | |
| Site Utilities | Private well & septic system | |
| Road District | CR 474 - | |
| Flood Zone / FIRM Panel | Flood Zones A & X per Panels #12069C0675E & #12069C0750E Effective December 18, 2012 | |
| Commissioner's District | 1 – Sullivan | |

Site Visit(s): October 20, 2014

Sign(s) Posted: October 20, 2014 - (2 Signs)

Land Use Table

| Direction | Future Land Use | Zoning | Existing Use | Comments |
|------------------|---|---------------|--|--------------------|
| North | Green Swamp Rural Conservation & Conservation | A | Conservation & Citrus | None |
| South | Green Swamp Rural Conservation | A | Undeveloped Agriculture Land | None |
| East | Green Swamp Rural Conservation | A | Conservation, Citrus, & Sand Mine (MSP#03/4/1-2) | DOT Clay, LLC Mine |
| West | Conservation | A | Conservation Land | State Land |

STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the proposed PUD amendment, finding it to be consistent with the Comprehensive Plan, Land Development Regulations within the Green Swamp Area of Critical State Concern, and Stipulated Settlement Agreement (Exhibit “C” of attached Ordinance).

PLANNING and ZONING BOARD RECOMMENDATION:

- Summary of Analysis -

The Applicant is requesting to amend Planned Unit Development (PUD) Zoning District Ordinance #2010-27 (Royal Equestrian Ranch Club) consisting of 110 +/- acres (Staff Exhibit 1 – Public Hearing Map). The Applicant wishes to add 11 +/- acres to the PUD, placing 10 of those acres in conservation and transferring the one dwelling unit (Lot 22) to the common lot shown on Exhibit “B” – Conceptual Plan (of the attached Ordinance), and to remove the requirement to provide an on-site central water system.

The PUD was originally approved as the Corinthian Park development in 1990 for 80 lots at a density of 0.74 dwelling units per acre. The table below shows a brief chronology of events related to the development of this property.

| Date | Subject | Agency | Disposition |
|---------------|--|---------------------------------------|---|
| Dec. 18, 1990 | PUD Ord. #63-90 (Corinthian Park) | Board of Co. Comm. (BCC) | Approved PUD for 80 SFR units @ 0.74 units to the acre. |
| July 8, 1992 | Florida Land and Water Adjudicatory Commission (FLWAC) | FLWAC Order #92-010 Case #APP 91-033 | Order allowing development at 1 DU/5 Acres |
| July 12, 2005 | Preliminary Plat / 21 Lots | Lake County Planning | Approves Preliminary Plat for a 21 Lot residential subdivision |
| Sep. 4, 2007 | Final Plat Acceptance | BCC | Accepted Final Plat for Royal Equestrian Ranch Club |
| Oct. 4, 2007 | Final Plat (PB 62 Pages 66-73) Royal Equestrian Ranch Club | Clerk of Court | Recorded the Final Plat in the Public Records |
| Feb. 15, 2008 | Royal Equestrian Ranch Club Final Plat | Department of Community Affairs (DCA) | Objected to the final development order (Final Plat) |
| Dec. 15, 2009 | Settlement Agreement | DCA | DCA, the developer and the County settle, DCA withdraws objection |
| June 1, 2010 | PUD Ordinance Amendment | BCC | Approved PUD Ord. #2010-27 incorporating conditions of settlement agreement |
| Aug. 26, 2014 | Royal Equestrian Ranch Club / Hilochee Partners, LTD (Construction Bond) | BCC | Project completed and the construction bond released |

As part of the December 15, 2009 Settlement Agreement (“Agreement”) between Royal Equestrian Development, Inc. (the “Previous Developer”), Lake County and the Department of Community Affairs (“DCA”, since dissolved and its functions transferred to the Department of Economic Opportunity or DEO), the project was allocated a maximum density of 0.74 dwelling units/acre (80 units) in PUD Ordinance #2010-27. The project was developed with 21 lots, at a density considerably less (1 du/5 acres). The application proposes to incorporate an adjacent 11 +/- acres (which meets Lot of Record requirements) into the PUD, set aside 10 acres of wetlands and uplands as conservation, and transfer the dwelling unit (DU) allocated from the 11 acres to the common lot, increasing the number of residential lots for the subdivision/PUD to 22 and establishing the number of primary dwelling units for the PUD at 22 (a reduction of 58 dwelling units from that permitted by the Agreement and Ordinance #2010-27).

DEO has reviewed the application and supporting documents as they relate to the guiding principles for development within the Green Swamp Area of Critical State Concern (GSACSC) and the Agreement. DEO has determined this is an acceptable approach with the least impacts to the Green Swamp (Staff Exhibit 2 – DEO Comments).

Comments from the School Board planning staff state the increase of one (1) lot is considered de minimis and exempt from school concurrency review (Staff Exhibit 3 – School Board Review Comments).

The Applicant is requesting to remove the requirement for the provision of an on-site Central Water System from the PUD. The development is not located within a public water system provider’s utility service area, thus central water is not available. In addition, Comprehensive Plan Policy I-4.2.4 states that residential development with more than 6 lots shall be served by individual private wells and on-site wastewater treatment and disposal systems. The removal of the on-site Central Utilities requirement is consistent with the above policy.

All of the lots are developed with a minimum of one (1) acre of upland or greater meeting the minimum upland land area required for a septic system in accordance with the Comprehensive Plan and LDR. Conditions have been placed in the proposed Ordinance addressing the Green Swamp requirements related to septic systems contained in the Lake County Comprehensive Plan and Land Development Regulations.

**- Standards of Review and Analysis -
(Section 14.03.03, LDR)**

A. Whether the proposed rezoning is in conflict with any applicable provisions of these Regulations;

The existing zoning district (residential use PUD) is permitted consistent with Table 3.00.03, Land Development Regulations (LDR), Land Use – Zoning District Matrix, and Policy I-4.2.4, Lake County Comprehensive Plan, which requires PUD zoning in the Green Swamp Rural Conservation FLUC and that the development be served by individual private wells and on-site wastewater treatment and disposal systems whenever residential development of more than six (6) lots is proposed.

The application request is consistent with Section 8.01.10.C., LDR, Septic Tank Provisions, by having a setback of 100 feet from the furthest upland extent of any wetland or water body, each lot contains a minimum of one (1) acre of uplands, and provisions for the maintenance of the septic system in accordance with Section 8.01.10.E, LDR have been incorporated as conditions in the attached Ordinance.

B. Whether the proposed rezoning is consistent with all elements of the Lake County Comprehensive Plan (“the Plan”);

The application request is consistent with the Settlement Agreement and the intent of

Comprehensive Plan Policy I-4.1.4, *Principles for Guiding Development within the Green Swamp Area of Critical State Concern*, by reducing the number of dwelling units from 80 to 22 as noted below:

- The density reduction limits the adverse impacts of development on the Floridan Aquifer, wetlands, and flood detention areas.
- The reduction in density provides protection to the quantity and quality of ground and surface water by reducing demand on the ground and surface water in the area and lessening the potential for contamination. In addition, providing protective buffers and setbacks, and limiting impervious surface area for each lot provides greater protection to the ground and surface water.
- The density reduction protects the water-retention and biological filtering capabilities of the wetland through buffers and conservation easements.

In addition, the application request is consistent with Comprehensive Plan Policy I-4.1.5, *Development Requirements within the Green Swamp Area of Critical State Concern* because it incorporates the features noted below:

- The development uses water conservation devices.
- Development is clustered away from environmentally sensitive lands as demonstrated on the Conceptual Plan.
- Septic tank regulations in accordance with State Regulations, the Comprehensive Plan, and LDR are incorporated in the attached Ordinance.
- Dark Sky Principles are incorporated in the associated Ordinance.
- Wetlands are placed in a conservation easement for their conservation and protection.
- The rural character of the surrounding area is enhanced by reducing the number of dwelling units from eighty (80) at 1 DU/0.74 acres to twenty-two (22) at 1 DU/5 acres.

C. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses;

The application request is consistent with the Settlement Agreement since there is a reduction in the number of dwelling units for the development from 80 to 22 in keeping with the rural character of the area and reducing the impact on the environmentally sensitive area.

D. Whether there have been changed conditions that require a rezoning;

The Applicant desires to exercise his right to develop an adjacent parcel that meets the Lot of Record Determination criteria established by the Comprehensive Plan and LDR. In keeping with the guiding principles of development within the GSACSC, the Applicant requested to amend the PUD to incorporate the land area and transfer the dwelling unit, thus avoiding potential impacts to wetlands and surrounding environmentally sensitive lands.

E. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities;

SCHOOLS – This Amendment request is determined to be de minimis by the School Board and LDR, thus no demand on area schools.

UTILITIES – No central utilities are available in the area, thus no demand is placed on water or sewer capacity.

FIRE - Lake County Fire and Rescue Station (LCFR #112) is located at the intersection of CR 474 and US Hwy 27 area approximately 1 mile from the property. LCFR #112 is manned 24/7 with an approximate response time of 3 to 5 minutes providing fire protection and advanced life support for this area.

SOLID WASTE - The Lake County Solid Waste Division has indicated that adequate capacity is available to address the solid waste needs of the project.

PARKS - This Amendment request is determined to be de minimis by the LDR, thus no demand on area parks are anticipated.

F. Whether, and the extent to which, the proposed rezoning would result in significant adverse impacts on the natural environment;

The proposed amendment request will lessen the impacts on adjacent environmentally sensitive land by placing the adjacent wetlands in conservation and directing the single-family development to the upland areas of the PUD.

G. Whether, and the extent to which, the proposed rezoning would adversely affect the property values in the area;

No evidence has been presented that would indicate the proposed rezoning would adversely affect the property values in the area.

H. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern, specifically identifying any negative effects on such patterns;

The amendment request will provide an orderly and logical development pattern by utilizing an existing lot for residential development in keeping with the rural character of the area while providing protection for environmentally sensitive lands in the GSACSC.

I. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these Regulations;

The proposed rezoning is in harmony with the general intent of the Lake County Comprehensive Plan and Land Development Regulations.

J. Any other matters that may be deemed appropriate by the Lake County Planning and Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

The Department of Economic Opportunity (DEO) Area of Critical State Concern Division formerly known as The Department of Community Affairs (DCA) provided comment via e-mail dated September 11, 2014, stating “the Department believes that the proposal to place at least ten-acres of upland and wetlands in a Conservation Easement, adjacent to the eastern border of the site in exchange for an additional interior lot is an acceptable approach. The 10-acre lot that has been placed in Conservation would have required access through wetlands to be developed.” The DEO also concurs with the removal of the public utility requirements consistent with Comprehensive Policy I-4.2.4, Green Swamp Rural/Conservation Future Land Use Category. A copy of these e-mails has been provided as backup data to this report (Staff Exhibit 2 – DEO Comments).

FINDINGS OF FACT: Staff has reviewed the application for this PUD amendment rezoning request and found:

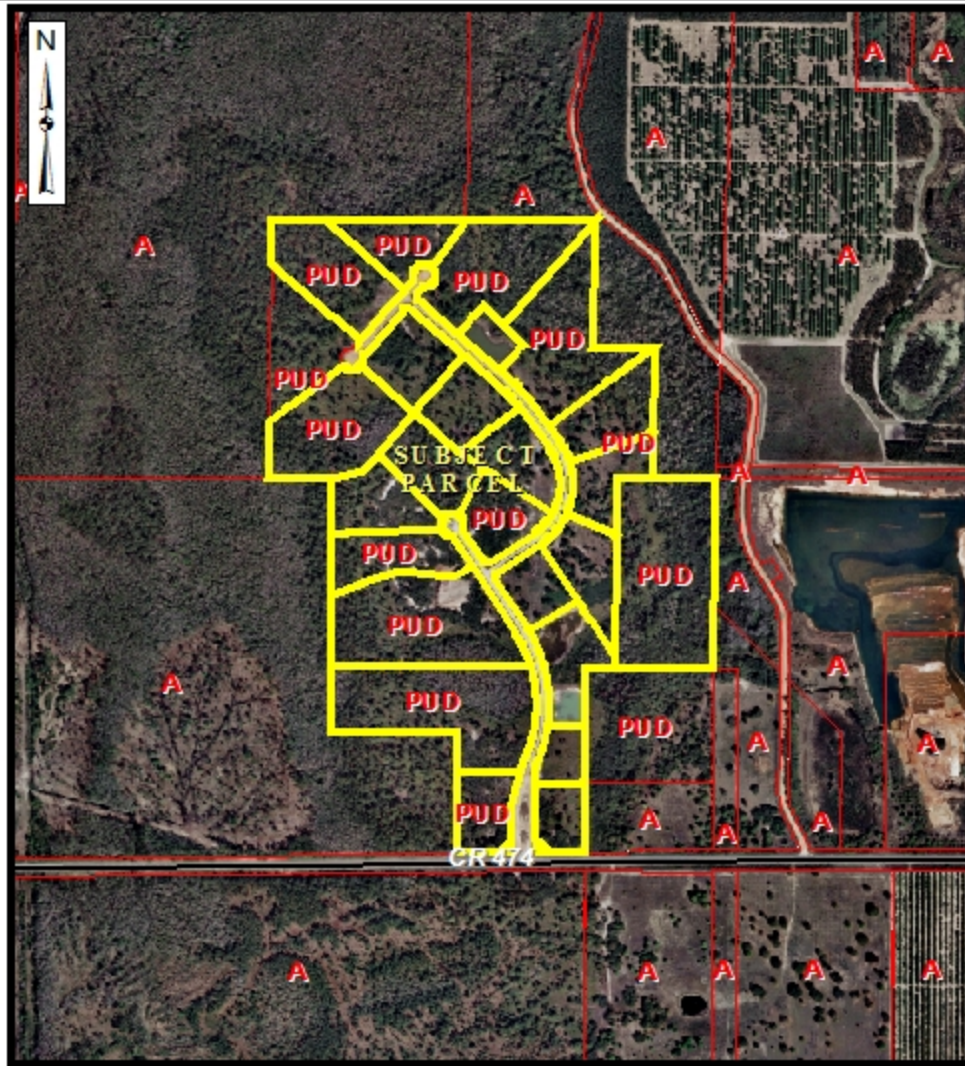
1. The application request is consistent with the Settlement Agreement between the County, Property Owner, and the Department of Community Affairs dated December 15, 2009.
2. The application request is consistent with Comprehensive Plan Policy I-4.1.4, *Principles for Guiding Development within the Green Swamp Area of Critical State Concern*, as stated in the staff analysis above.
3. The application is consistent with Comprehensive Plan Policy I-4.1.5, Development Requirements within the Green Swamp Area of Critical State Concern as stated in the staff analysis above.
4. The application is consistent with Policy I-4.2.4, Lake County Comprehensive Plan, which permits PUD zoning in the Green Swamp Rural Conservation FLUC.
5. The application is consistent with Table 3.00.03, Land Development Regulations (LDR), Land Use-Zoning District Matrix, which permits PUD zoning within the Rural Conservation FLUC.

WRITTEN COMMENTS FILED:

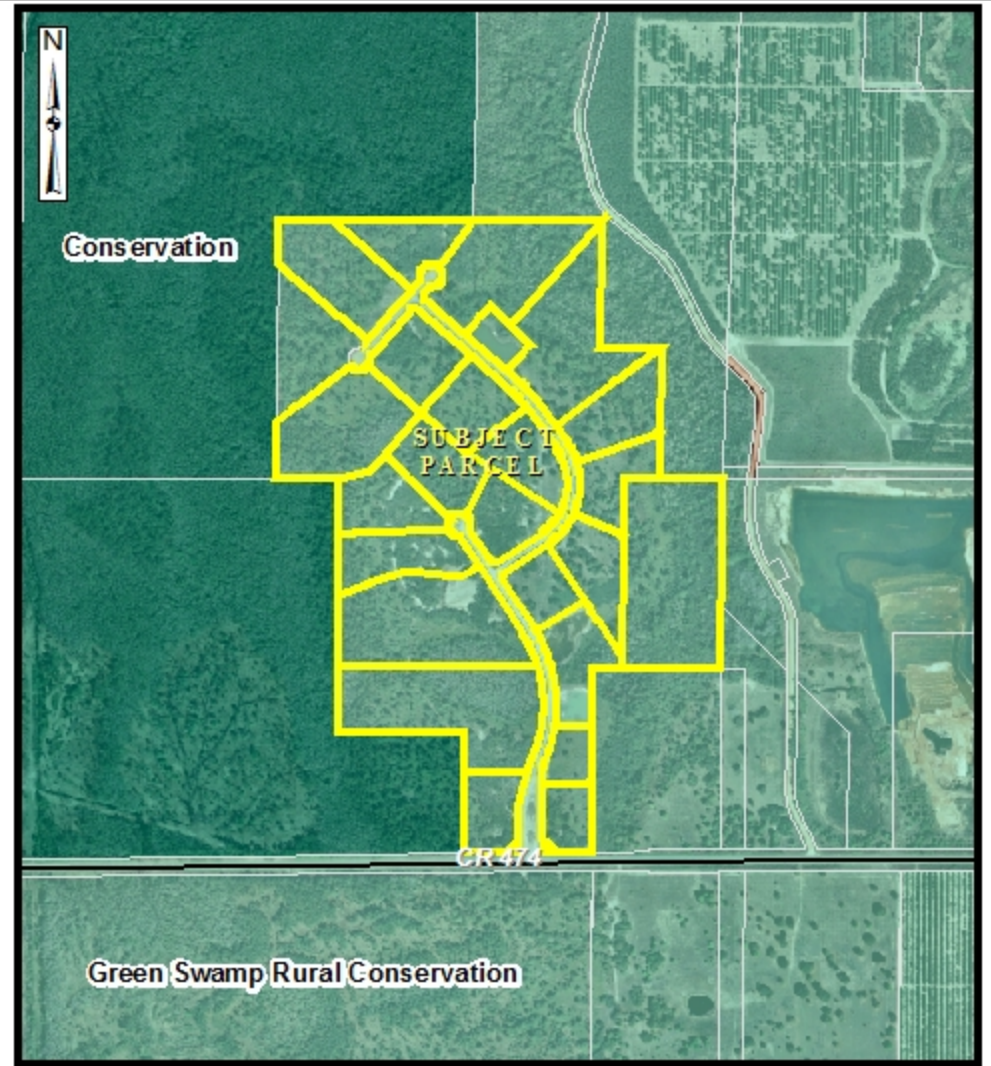
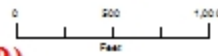
Support: -0-

Concern: -0-

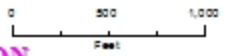
Opposition: -0-



CURRENT ZONING
PLANNED UNIT DEVELOPMENT (PUD)



CURRENT 2030 FUTURE LAND USE
GREEN SWAMP RURAL CONSERVATION



**ROYAL EQUESTRIAN
 RANCH CLUB
 PUD AMENDMENT
 STAFF EXHIBIT 1**

CASE NO.
 PH# 28-14-1

CASE LOCATION:
 21-24E-26S

REQUESTING:
 Amend PUD
 Ordinance #2010-27

ZONING (Red outline)
LAND USE (Green fill)
SUBJECT PARCEL (Yellow outline)

DATASOURCES:
 Lake County GIS Department Planimetrics, 2009 aerial image, Data Compilation and Map production compliments of the Growth Management Department, Planning and Community Design.

MAP COMPOSITION:
 SEPTEMBER 2014

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FOCUS AREA

**LAKE COUNTY
 TEXAS**

Hartenstein, Rick

From: Branda, Robin S <Robin.Branda@deo.myflorida.com>
Sent: Thursday, September 11, 2014 4:35 PM
To: Hartenstein, Rick
Cc: Jetton, Rebecca
Subject: Royal Equestrian

RECEIVED

SEP 11 2014

Planning & Community Design

Hello Rick,

With regard to the Royal Equestrian proposed development, the Department believes that the proposal to place at least ten-acres of upland and wetlands in a Conservation Easement adjacent to the eastern border of the site in exchange for an additional interior lot is an acceptable approach. The 10-acre lot that has been placed in Conservation would have required access through wetlands to be developed.

The subdivision was the subject of an appeal from the former Department of Community Affairs and the subsequent Settlement Agreement in 2007 reduced the density to 21 dwelling units and an community equestrian barn. The site, though located in a land use category allowing a density of one dwelling unit per ten acres was approved by Lake County under a vested rights agreement at one dwelling unit per five acres and roads were constructed by the owner. The PUD amendment adds an additional 11-acres to the project site with ten acres in a Conservation Easement. The unit will be transferred to the site formerly designated as the community equestrian barn. The barn will not be constructed and as a result there will be a reduction in potential nutrient loading from horse waste, and one more unit will be added. While the Department appealed a Developer's Agreement for construction improvement in 2007, the resulting configuration of the development was a mediated solution recognizing the applicant's reliance on Lake County's Development Agreement. While the wetlands have been placed within the platted lots which is contrary to the current approach, this was done in recognition of the fact that the prior owner had already placed a conservation easement over the wetlands and recorded the easement with the Water Management District. Additionally, deed restrictions were required limiting impervious surface to 30%.

If you have any questions regarding this analysis, feel free to call Robin Branda, Planning Analyst, at (850) 717-8495 or email me at Robin.Branda@Deo.myflorida.com.

Robin Branda
Planning analyst
Green Swamp

Rebecca Jetton
(850) 717-8494
(850) 766- 7822 (cell)

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Hartenstein, Rick

From: Branda, Robin S <Robin.Branda@deo.myflorida.com>
Sent: Friday, October 10, 2014 1:26 PM
To: Hartenstein, Rick
Cc: Jetton, Rebecca
Subject: royal equestrian

Hello Rick,

Regarding our discussion about the requirement for central water and sewer services within the Rural Conservation (R/C) portion of the Green Swamp, within which the Royal Equestrian proposed development occurs, the Department has no objection to removing the requirement from the existing PUD. We do not encourage, nor does your comprehensive plan provide for central water and sewer in the R/C.

Thank You

Robin Branda
Planning Analyst
Green Swamp Area
Of Critical State Concern

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OCT 10 2014

Planning & Community Design

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Hartenstein, Rick

From: McDonald, Dawn <McDonaldD@lake.k12.fl.us>
Sent: Friday, September 26, 2014 3:24 PM
To: Hartenstein, Rick
Subject: AR#2543 Hilochee Partners LTD/Royal Equestrian Ranch PUD Amendment

Thanks for the update on AR#2543, Hilochee Partners LTD/Royal Equestrian Ranch PUD Amendment, Rick.

From the information provided, it appears the rezoning application proposes adding 11 acres and one new unit. The proposed rezoning would meet the de minimis criteria of "four or less units" according to the school concurrency interlocal agreement. For this reason, I will not be providing formal comments.

If you have any questions or if there are any changes to the development program, let me know.

Dawn McDonald, Senior Planner
Growth Planning Department
Lake County School District
201 West Burleigh Boulevard
Tavares, Florida 32778
mcdonaldd@lake.k12.fl.us
Direct Line: (352) 253-6694

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SEP 27 2014

Planning & Community Design

Under Florida's "Public Records" law, absent a specific exclusion, written communications to or from Lake School District employees are considered public records. E-mail communication with this correspondent may be subject to public and media disclosure upon request.

ORDINANCE #2014-XX

PH #28-14-1

Hilochee Partners, LTD/Stephen Hamic

Royal Equestrian Ranch/Corinthian Park PUD

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hilochee Partners, LTD/Stephen Hamic (the "Owners / Applicants") has submitted an application to amend Planned Unit Development (PUD) Zoning District Ordinance #2010-27 (Royal Equestrian Ranch Club) by adding 11 +/- acres to the PUD, placing 10 of those acres in conservation and transferring a dwelling unit to a common lot, and by removing the provision for an on-site central water supply; and

WHEREAS, the property consists of approximately 121 +/- acres located south of Clermont - on CR 474 approximately 1.5 miles west of Hwy 27 on the right, Section 21 and 28 – Township 24 South – Range 26 East, also described as Alternate Key (AK) #3866690 through AK#3866711 and AK#3305442, and more particularly described below:

LEGAL DESCRIPTION:

(Exhibit "A" Attached)

WHEREAS, the subject property is located within the Green Swamp Rural Conservation Future Land Use Category; and

WHEREAS, the Lake County Board of County Commissioners approved Ordinance #63-90 granting Petition #142-90-3 a/k/a Corinthian Park to rezone property from Agriculture (A) to Planned Unit Development (PUD) on December 18, 1990; and

WHEREAS, in 1991 Lake County (the "County") adopted a Comprehensive Plan which changed the Future Land Use of the Subject Property to Rural Conservation at a density of one dwelling unit per 10 acres;

WHEREAS, on July 8, 1992, the subject property became subject to Final Order # 92-010 pursuant to DOAH #92-6559DRI, between the Department of Community Affairs, Narbi International Investments Company, Inc. and Lake County, which granted vesting rights; and

WHEREAS, in 1993 the Comprehensive Plan became effective;

WHEREAS, on July 12, 2005, the County approved the Preliminary Plat for a 21 lot residential development; and

WHEREAS, Final Plat approval for the PUD was granted on September 4, 2007;

WHEREAS, on October 4, 2007, the Final was recorded in PB 62, Pages 66-73, Public Records, Lake County, Florida; and

WHEREAS, the Final Plat was rendered to the Florida Department of Community Affairs (DCA) pursuant to the Memorandum of Understanding between the County and DCA;

WHEREAS, DCA objected to the Final Plat approval on February 15, 2008;

WHEREAS, the County and property owner agreed to enter into a Stipulated Settlement on December 15, 2009 (the "Settlement") with DCA in order to remove its objection;

1 **WHEREAS**, the County initiated an amendment to Ordinance #63-90 in early 2010 to add a maximum
2 impervious surface area of thirty percent (30%) per lot pursuant to the Settlement;

3 **WHEREAS**, the Board of County Commissioners of Lake County, Florida, on the 1st day of June, 2010,
4 approved Ordinance #2010-27 and rescinded and replaced Ordinance #63-90; and

5 **WHEREAS**, on August 26, 2014, the development was acknowledged as complete and the
6 construction bond for the development was released by the Board of County Commissioners; and

7 **WHEREAS**, the Lake County Planning & Zoning Board did on October 29, 2014, review Petition PH
8 #28-14-1, after giving Notice on petition for a change in the use of land, including a notice that said
9 Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 18th
10 day of November, 2014; and

11 **WHEREAS**, the Board of County Commissioners reviewed said petition, the recommendations of the
12 Lake County Planning & Zoning Board, Staff Report and any comments, favorable or unfavorable from the
13 Public and surrounding property owners at a Public Hearing duly advertised; and

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

16 **NOW THEREFORE, BE IT ORDAINED**, by the Board of County Commissioners of Lake County,
17 Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they
18 pertain to the above tract of land, subject to the following terms and conditions:

19 **Section 1. Terms:**

20 The County Manager or designee shall amend the Zoning Map in accordance with this
21 Ordinance. The uses of the property (122 acres) shall be limited to the uses specified in
22 this Ordinance, generally consistent with the Conceptual Plan attached hereto as Exhibit
23 “B”, and the Stipulated Settlement dated December 15, 2009 (the “Settlement”) attached
24 hereto as Exhibit “C”. To the extent where there are conflicts between Exhibit “B” and this
25 Ordinance, this Ordinance shall take precedence. This Ordinance shall supersede and
26 replace any and all previous ordinances for this property, specifically Ordinance #2010-27.
27 The Applicant shall comply with all requirements outlined in the Florida State Statutes, the
28 Florida Administrative Code, the Comprehensive Plan, and the Lake County Code
29 regarding the Green Swamp Area of Critical State Concern.

30
31 A. Residential: The development shall be limited to twenty-two (22) single-family
32 residential lots together with accessory structures as permitted by the LDR, as
33 amended.

34
35 B. Environmental, Open Space, and Conservation: All wetlands within the property shall
36 be placed into a conservation easement or similar recorded and legally binding
37 instrument, as allowed by law, pursuant to Lake County Comprehensive Plan Policy,
38 as amended. The conservation easement or similar instrument shall require that all
39 wetlands and wetland buffers be maintained in their natural and unaltered state.

40
41 C. Development Requirements:

| | |
|---------------------------------------|----------------------------|
| <u>Impervious Surface Ratio (ISR)</u> | <u>30% per Lot maximum</u> |
|---------------------------------------|----------------------------|

| | |
|---------------------------|--|
| <u>Deed Restrictions</u> | <u>Royal Equestrian will place a deed restriction on all platted lots limiting the impervious surface area per lot to a maximum of thirty (30) percent. This deed restriction shall be recorded in the records of Lake County and filed with the Department. Lake County will add notation to the zoning maps indicating that impervious coverage is limited to a maximum of 30% impervious on a lot by lot basis.</u> |
| <u>Setbacks</u> | <u>Setbacks shall be in accordance with the LDR, as amended. All lots adjacent to the project boundary shall have a twenty-five (25') foot rear yard setback.</u> |
| <u>Building Height</u> | <u>Forty (40) Feet</u> |
| <u>Water Conservation</u> | <u>All development shall use water conservation devices and practices in accordance with Comprehensive Plan Policy I-4.1.5, as amended.</u> |
| <u>Septic Tanks</u> | <u>Septic Tanks within the Green Swamp Area of Critical State Concern shall meet all conditions established in the Comprehensive Plan and LDR, as amended.</u> |

All development shall meet the “Principles for Guiding Development within the Green Swamp Area of Critical State Concern” and the “Development Requirements within the Green Swamp Area of Critical State Concern” in accordance with the Comprehensive Plan and LDR, as amended.

D. Buffers and Landscaping: Buffers and Landscaping shall be in accordance with the Comprehensive Plan and LDR, as amended.

E. Lighting: Exterior lighting shall not illuminate adjacent properties and rights-of-way. Outdoor lighting shall be full-cutoff lighting. Lighting shall be designed so as to prevent direct glare, light spillage, and hazardous interference consistent with Dark Sky Principles and be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.

F. Fire Protection: Fire protection shall be in accordance with the LDR and the Florida Fire Prevention Code, as amended.

G. Open Space and Wetland Buffers: Twenty-five percent (25%) of the gross land area utilized for residential purposes shall be provided as open space. Wetland conservation and open space areas which contains wetland soils shall be dedicated as an environmental easement which shall permit passive recreational uses only.

H. Recreational Facilities: The development shall provide 30.8 +/- acres (28.4%) in park and recreational areas. Recreational facilities may include tennis courts, picnic areas, and walking/jogging trails.

I. Transportation Improvements:

- 1 1. The Applicant shall provide right and left turn lanes with storage and taper per
- 2 F.D.O.T. on CR 474 at the entrance.
- 3 2. Roads are to be soil cement based or as required by County Code, whichever is
- 4 more stringent.
- 5 3. All disturbed areas within the County right-of-way are to be re-sodded.
- 6 4. The Applicant shall dedicate an additional 40 ft. for right-of-way along the
- 7 centerline of C-474.
- 8
- 9
- 10 J. Noise: A noise assessment shall be required with the preliminary plat and/or site plan
- 11 submittal to demonstrate mitigation for any noise impacts the proposed project may
- 12 have on the neighboring uses pursuant to the LDR, as amended.
- 13
- 14 K. Signage: Signage shall be consistent with the Comprehensive Plan and LDR, as
- 15 amended.
- 16
- 17 L. Concurrency: The development shall be subject to all applicable Concurrency
- 18 Management requirements in accordance with the Comprehensive Plan and LDR, as
- 19 amended.
- 20
- 21 M. Creation of a Municipal Servicing Taxing Unit (MSTU): The formation of a Municipal
- 22 Services Taxing Unit (MSTU) or other entity to manage the operation and maintenance
- 23 of common areas, common recreational facilities, street lighting and other common
- 24 facilities may be considered. The MSTU, if created, shall be funded by special
- 25 assessments.
- 26
- 27 N. After establishment of the facilities as provided herein, the aforementioned property
- 28 shall only be used for the uses named in this Ordinance.
- 29
- 30 O. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove,
- 31 improve, move, convert, or demolish any building structure, or alter the land in any
- 32 manner within the boundaries of the above described land without first submitting the
- 33 necessary plans in accordance with requirements of Lake County, and obtaining the
- 34 permits required from the other appropriate governmental agencies.
- 35
- 36 P. Future Amendments to Statutes, Code, Plan, and/or Regulations: The specific
- 37 references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake
- 38 County Comprehensive Plan, and Lake County Land Development Regulations,
- 39 including any future amendment to the Statutes, Code, Plan, and/or Regulations.
- 40
- 41 Q. PUD Term Limits: Physical development shall commence within three (3) years from
- 42 the date of this Ordinance approval. Prior to expiration of the three-year time frame,
- 43 the Board of County Commissioners may grant, via a Public Hearing, a one (1)
- 44 extension of the time frame for a maximum of two (2) years upon a showing that
- 45 reasonable efforts have been made towards securing the required approvals and
- 46 commencement of work.

1 R. This Ordinance shall inure to the benefit of, and shall constitute a covenant running
2 with the land, and the terms, conditions, and provisions hereof, and shall be binding
3 upon the present owner and any successor, and shall be subject to each and every
4 condition herein set out.

5
6 S. The transfer of ownership or lease of any or all of the property described in this
7 Ordinance shall include in the transfer or lease agreement, a provision that the
8 purchaser or lessee is made good and aware of the conditions pertaining to this
9 Ordinance, and agrees to be bound by these conditions. The purchaser or lessee may
10 request a change from the existing plans and conditions by following procedures
11 contained in the Lake County Land Development Regulations, as amended.

12
13 T. Action by the Lake County Code Enforcement Special Master: The Lake County Code
14 Enforcement Special Master shall have the authority to enforce the terms and
15 conditions set forth in this ordinance and to recommend that the Ordinance be
16 revoked.

17
18 **Section 2. Development Review and Approval:** Prior to the issuance of any permits, the Owner
19 shall obtain development order approvals from Lake County. The applications for final
20 orders shall meet all submittal requirements and comply with all County codes and
21 ordinances, as amended.

22
23 **Section 3. Severability:** If any section, sentence, clause or phrase of this Ordinance is held to be
24 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
25 no way affect the validity of the remaining portions of this Ordinance.

26
27 **Section 4. Filing with the Department of State.** The clerk shall be and is hereby directed forthwith to
28 send a copy of this Ordinance to the Secretary of State for the State of Florida in
29 accordance with Section 125.66, Florida Statutes.

30
31 ~~**Section 1. Terms:** This ordinance shall amend and replace Ordinance #63-90. The County Manager~~
32 ~~or designee shall amend the Lake County Zoning Map in accordance with this Ordinance.~~

33
34 ~~I. **Land Uses:** The Applicant shall comply with all requirements outlined in the Florida State~~
35 ~~Statutes and the Florida Administrative Code, and the Lake County Code regarding the Green~~
36 ~~Swamp Area of Critical State Concern.~~

37
38 ~~A. Residential~~

39
40 ~~1. Number/Type of Residential Units:~~

41
42 ~~A total of 80 dwelling units will shall be permitted at a gross residential density of 0.74~~
43 ~~dwelling units/acre.~~

44
45 ~~2. Setback Requirements:~~

1 ~~Setbacks per lot for the proposed development shall be in accordance with Lake~~
2 ~~County Code.~~

3
4 ~~All lots adjacent to the project boundary shall have a twenty-five (25') foot rear yard~~
5 ~~setback.~~

6
7 ~~3. Impervious Surface Requirements:~~

- 8
9 ~~a. Deed Restriction. Royal Equestrian will place a deed restriction on all~~
10 ~~platted lots limiting the impervious surface area per lot to a maximum~~
11 ~~of thirty (30) percent. This deed restriction shall be recorded in the~~
12 ~~records of Lake County and filed with the Department.~~
13 ~~b. Notation. Lake County will add notation to the zoning maps indicating~~
14 ~~that impervious coverage is limited to a maximum of 30% impervious~~
15 ~~on a lot by lot basis.~~

16
17 **II. Public Facilities**

18
19 **A. Water/Sewer Facilities**

- 20
21 ~~1. The proposed development is to provide an on site central water system with~~
22 ~~individual septic tanks; and when available, the Applicant will be required to hook up to~~
23 ~~the central sewer system.~~
24
25 ~~2. The water system shall be designed in the event that future centralized services along~~
26 ~~CR 474 are available.~~
27
28 ~~3. On site wastewater disposal systems shall meet all federal and state standards.~~

29
30 **III. Trees, Wetlands and Landscaping Requirements**

- 31
32 ~~A. The applicant will be required to submit a tree removal permit application, pursuant to Lake~~
33 ~~County Code.~~
34
35 ~~B. Wetlands occurring on the site (approx. 21.6 acres) shall be protected pursuant to all~~
36 ~~federal, state and county requirements.~~
37
38 ~~C. Landscaping plans will be required for the project, pursuant to Lake County Code.~~

39
40 **IV. Transportation Improvements**

- 41
42 ~~A. The Applicant shall provide right and left turn lanes with storage and taper per F.D.O.T. on~~
43 ~~CR 474 at the entrance.~~
44
45 ~~B. Roads are to be soil cement based or as required by County Code, whichever is more~~
46 ~~stringent.~~

1 C. All disturbed areas within the County right-of-way are to be resodded.

2
3 D. The Applicant shall dedicate an additional 40 ft. for right-of-way along the centerline of C-
4 474.

5
6 **V. ~~Fire Protection~~**

7
8 A. Single family units shall provide 500 gpm at 20 lbs. per sq. inch residual pressure. The
9 system is to be pressurized. The hydrants shall be placed 500 ft. along the main. The main
10 shall be, at a minimum, 6 inches in size. Long dead end 6 inch are not allowed.

11 The proposed system shall be looped 6 inch system or 8 inch system.

12
13
14 B. In accordance with the standards, the system must provide 500 gpm with a maximum 200
15 lbs. per sq. inch residual, and a system with two (2) hydrants flowing.

16
17 **VI. ~~Open Space and Wetland Buffer Requirements~~**

18 A. ~~Residential~~

19
20 Twenty five percent (25%) of the gross land area utilized for residential purposes shall be
21 provided as open space.

22
23 B. ~~Wetlands Conservation and open space areas which contains wetland soils shall be~~
24 ~~dedicated as an environmental easement, which shall permit passive recreational uses~~
25 ~~only.~~

26
27 **VII. ~~Recreational Facilities~~**

28 The development shall provide 30.8 +/- acres, 28.4% in park and recreational areas.
29 Recreational facilities may include tennis courts, picnic areas and walking and jogging trails.

30
31 **VIII. ~~Development Phasing~~**

32 Phase I consist of thirty (30) lots
33 Phase II consist of twenty seven (27) lots
34 Phase III consist of twenty three (23) lots
35

36
37
38 **IX. ~~Creation of a Municipal Servicing Taxing Unit (MSTU)~~**

39 The formation of a Municipal Services Taxing Unit (MSTU) or other entity to manage the
40 operation and maintenance of common areas, common recreational facilities, street lighting
41 and other common facilities may be considered. The MSTU, if created, shall be funded by
42 special assessments.
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45 **X. ~~Special Requirements:~~**

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~~Conditions as altered and amended which pertain to the above tract of land shall mean:~~

~~A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.~~

~~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 within the boundaries of the above described land without first submitting the necessary plans in accordance with requirements of Lake County, and obtaining the permits required from the other appropriate governmental agencies.~~

~~C. This amendment 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.~~

~~D. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.~~

~~E. The transfer of ownership or lease of any or all of the property described in this ordinance 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 PUD (Planned Unit Development) and agrees to be bound by these conditions. The purchaser or lessee may required a change from the existing plans and conditions by following procedures contained in the Lake County Land Development Regulations, as amended.~~

(The rest of this Page intentionally blank)

1 **Section 5. Effective Date. This Ordinance shall become effective as provided by law.**

2
3 **ENACTED** this _____ day of _____, 2014.

4
5 **FILED** with the Secretary of State _____, 2014.

6
7 **EFFECTIVE** _____, 2014.

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

10 _____
11 **JIMMY CONNER, Chairman**

12

13

14 **ATTEST:**

15 _____
16 **NEIL KELLY, Clerk of the**
17 **Board of County Commissioners**
18 **Lake County, Florida**

19

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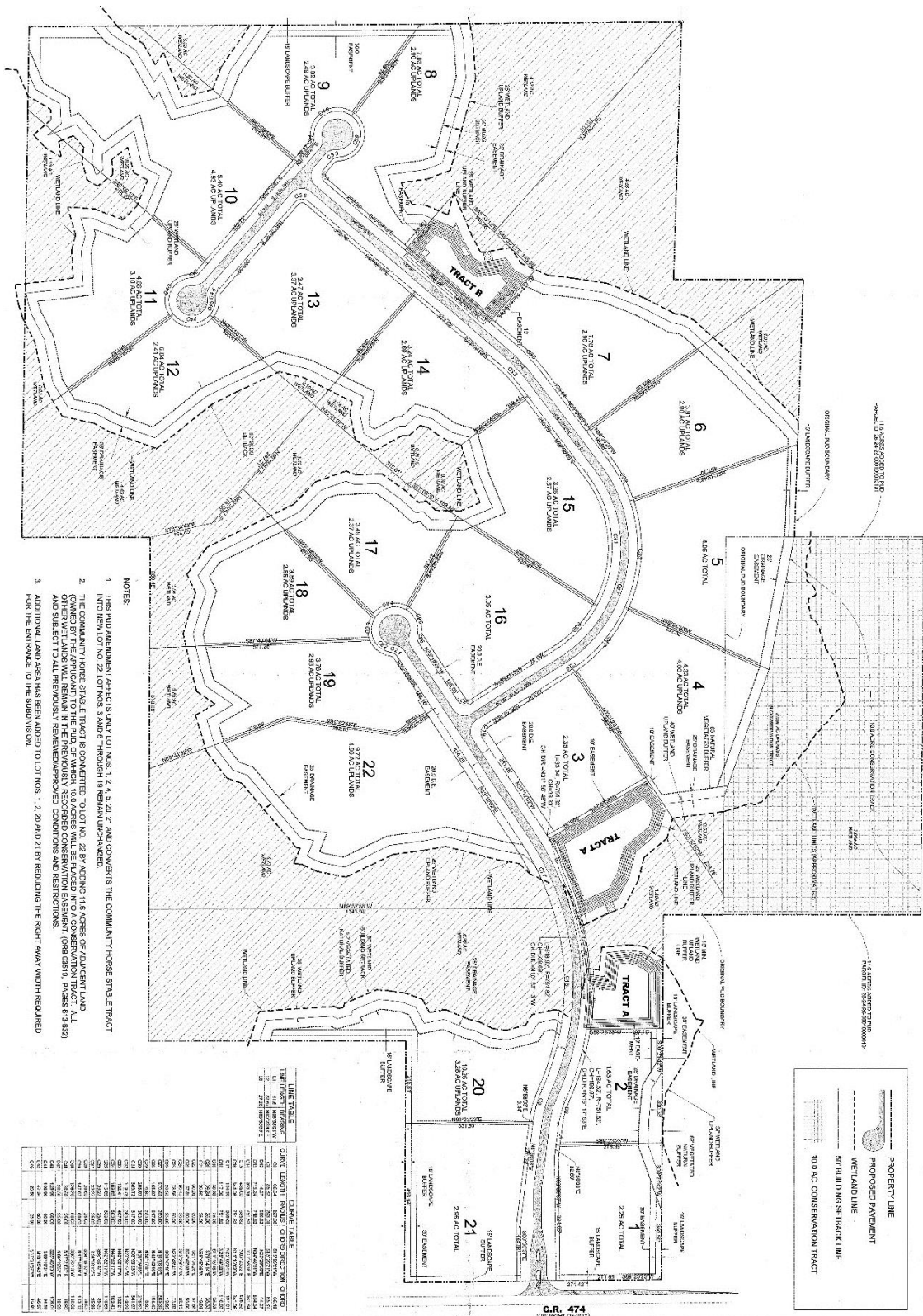
23 **APPROVED AS TO FORM AND LEGALITY**

24 _____
25 **SANFORD A. MINKOFF, County Attorney**

EXHIBIT “A” – LEGAL DESCRIPTION

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2
3 PARCEL 1:
4 THE EAST 510 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 510
5 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 28,
6 TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.
7
8 PARCEL 2:
9 THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, LESS
10 THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THE NORTHWEST 1/4 OF
11 THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; ALL IN SECTION 28, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE
12 COUNTY, FLORIDA, LESS THAT PART KNOWN AS TRACT NO. 12, SAID TRACT 12 IS ALSO DESCRIBED AS: THE EAST
13 510 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE EAST 510 FEET OF
14 THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 28, TOWNSHIP
15 24 SOUTH, RANGE 26 EAST.
16 ALSO
17 THE EAST 3/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE
18 SOUTHEAST 1/4; THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; ALL IN
19 SECTION 21, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.
20 LESS: THAT PART CONVEYED TO LAKE COUNTY, FLORIDA, BY DEED RECORDED IN DEED BOOK 324, PAGE 521,
21 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
22 LESS: THAT PART CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED IN OFFICIAL RECORDS BOOK
23 349, PAGE 472, CORRECTING THE DEED RECORDED IN OFFICIAL RECORDS BOOK 345, PAGE 898, PUBLIC
24 RECORDS OF LAKE COUNTY, FLORIDA.
25 LESS: THAT PART CONVEYED TO LAKE COUNTY, FLORIDA BY DEED RECORDED IN OFFICIAL RECORDS BOOK
26 300, PAGE 663, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
27 LESS: THAT PART CONVEYED TO LAKE COUNTY, FLORIDA BY DEED RECORDED IN OFFICIAL RECORDS
28 BOOK 585, PAGE 52.
29 THE ABOVE NOW KNOWN AS ROYAL EQUESTRIAN RANCH CLUB, ACCORDING TO THE PLAT THEREOF AS
30 RECORDED IN PLAT BOOK 62, PAGES 66 THROUGH 73, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY,
31 FLORIDA
32

EXHIBIT "B" – CONCEPT PLAN



- NOTES
1. THIS PUD AMENDMENT AFFECTS ONLY LOTS NOS. 1, 2, 4, 5, 21, 22 AND CONVERTS THE COMMUNITY HORSE STABLE TRACT INTO NEW LOT NO. 22. LOTS NOS. 3 AND 6 THROUGH 19 REMAIN UNCHANGED.
 2. THE COMMUNITY HORSE STABLE TRACT IS CONVERTED TO LOT NO. 22 BY ADDING 11.6 ACRES OF ADJACENT LAND OWNED BY THE APPLICANT TO THE PUD OF WHICH 19.0 ACRES WILL BE PLACED INTO CONSERVATION TRACT. ALL OWNERSHIP OF THE ADJACENT LAND WILL BE TRANSFERRED TO THE APPLICANT (PHS 08/14, PAGES 09-24/27) AND SUBJECT TO ALL PREVIOUSLY REVIEWED/APPROVED CONDITIONS AND RESTRICTIONS.
 3. ADDITIONAL LAND AREA HAS BEEN ADDED TO LOTS NOS. 1, 2, 20 AND 21 BY REDUCING THE RIGHT-AWAY WIDTH REQUIRED FOR THE ENTRANCE TO THE SUBDIVISION.

LINE TABLE

| LINE NUMBER | DESCRIPTION |
|-------------|-------------|
| 1 | 3/4" DASHED |
| 2 | 3/8" DASHED |
| 3 | 2" SOLID |
| 4 | 2" SOLID |
| 5 | 2" SOLID |
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| 98 | 2" SOLID |
| 99 | 2" SOLID |
| 100 | 2" SOLID |

C.R. 474

PROPERTY LINE
 PROPOSED PAVEMENT
 WETLAND LINE
 50' BUILDING SETBACK LINE
 10.0 AC. CONSERVATION TRACT

1
2

EXHIBIT "C" – STIPULATED SETTLEMENT AGREEMENT

ORIGINAL

**STATE OF FLORIDA LAND AND WATER
ADJUDICATORY COMMISSION**

DEPARTMENT OF COMMUNITY AFFAIRS,

Petitioner,

v.

ROYAL EQUESTRIAN DEVELOPMENT, INC.,
HAYSSAM ELKOUSSA President/Developer, and
LAKE COUNTY, a political subdivision of the state
of Florida

FLWAC CASE NO.: APP-08-002

Respondents.

_____ /

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Community Affairs, Lake County, Royal Equestrian Development, Inc., and Barry Allen Aynessazian President/Developer, successor to Hayssam Elkoussa pursuant to Section 380.032(3), Florida Statutes (2008), as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, Petitioner Department of Community Affairs ("Department") is the state land planning agency with the power and duty to enforce and administer Chapter 380, Florida Statutes, "the Florida Environmental Land and Water Management Act of 1972," which includes provisions relating to Areas of Critical State Concern ("ACSC"), Fla. Stat. §§ 380.031(18), and 380.032 (2008). The Department has the authority to appeal any local government development order for property in an ACSC within forty-five days after the development order is rendered to the Department. Fla. Admin. Code r. 42-2.0056 (2008) and Fla. Stat. § 380.07(2) (2008); and

WHEREAS, Lake County ("County") is a political subdivision of the State of Florida and, through its Board of County Commissioners, is responsible for issuing development orders for development in Lake County. Fla. Stat. § 163.3171.; and

WHEREAS, Royal Equestrian Development, Inc. ("Royal Equestrian") is the owner and developer on which the Royal Equestrian Ranch Club subdivision is proposed; and

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WHEREAS, on June 23, 2008, Hayssam Elkoussa resigned as the President/Developer of Royal Equestrian; and on July 17, 2008, Royal Equestrian filed a change of Corporate Directors with the Florida Division of Corporations naming Barry Allen Aynessazian (“Aynessazian”) as the President/Developer.

WHEREAS, on September 4, 2007, the Lake County Board of County Commissioners issued a development order and approved a plat to develop the proposed Royal Equestrian Ranch Club subdivision, that is the subject of this appeal, located in the Green Swamp, an area identified by the State of Florida as an ACSC; and

WHEREAS, on February 15, 2008, Department filed a Petition for Appeal of County's development order for Royal Equestrian Ranch Club subdivision with the Florida Land and Water Adjudicatory Commission (“FLWAC”), FLWAC Case No. APP-08-02; and

WHEREAS, the Department is authorized pursuant to Section 380.032(3), Florida Statutes, to enter into agreements. “necessary to effectuate the provisions and purpose” of Chapter 380, Florida Statutes, and

WHEREAS, the Department has determined that the purpose and intent of Chapter 380, Florida Statutes, would be furthered by entering into this Agreement; and

WHEREAS, the Department has determined that the public interest would be served by this Agreement; and

WHEREAS, County, Royal Equestrian, and Aynessazian do not admit the allegations of Department in its Petition for Appeal in this matter; the parties hereto, nevertheless, desire to settle this matter in the manner set forth below rather than incur the expense and uncertainty of the result of litigation of said claims; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein below 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:

1. Reliance on Local Comprehensive Plan and Future Land Use Map: State Comprehensive Plan; Florida Statutes and the Florida Administrative Code. County hereby agrees to hereinafter rely on, properly administer, and enforce all provisions of the Lake County Comprehensive Plan and the Lake County Future Land Use Map as well as the State Comprehensive Plan and all applicable provisions of the Florida Statutes and the Florida Administrative Code when issuing development orders, making decisions concerning vested rights, and determining all other issues relating to the use of property within its jurisdiction. Among other obligations, in accord with the statutory mandate, County will timely render to Department all required material pertaining to development and development orders in the Green Swamp ACSC.

2. Written Representations. County hereby agrees to rely only on written assertions from authorized Department staff as contained in the Memoranda of Understanding between the parties.

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3. Recorded Conservation Easements. County, Royal Equestrian and Aynessazian hereby agree that all identified wetlands on the Royal Equestrian plat have been placed in a conservation easement running with the land in perpetuity in favor of St. Johns Water Management District. The existing conservation easements, recorded on October 4, 2007, in the Official Records of Lake County, Book 03519, Pages 0613 -- 632, shall govern development.

4. Deed Restriction. Prior to any further development occurring, Royal Equestrian will place a deed restriction on all platted lots limiting the impervious surface area per lot to a maximum of thirty (30) percent. This deed restriction shall be recorded in the records of Lake County and filed with the Department. Lake County will add notation to the zoning maps indicating that impervious coverage is limited to a maximum of 30% impervious on a lot by lot basis.

5. Notice of Voluntary Dismissal. Department agrees to file a Notice of Voluntary Dismissal with FLWAC in *Department of Community Affairs v. Royal Equestrian Development, Inc., et al*, FLWAC Case No. APP-08-002, within five (5) days of receipt of a fully executed original copy of the agreement signed by all of the parties thereto.

6. Liability. County, Royal Equestrian, and Aynessazian (collectively "Respondents") hereby agree to hold harmless the Department, to the extent allowed by law, from all claims, demands, liabilities, and suits between the parties to this Agreement and of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Respondents or any of their subcontractors or agents, if any.

7. Order Effective. Upon the filing of the Notice of Voluntary Dismissal by the Department and the issuance by the Secretary of FLWAC of a final order of dismissal, the development order issued by County on September 4, 2007, which approved the plat to develop the Royal Equestrian Ranch Club subdivision, along with the above agreed to modifications shall be deemed a final and effective development order.

8. Agreement Effective. This Agreement shall become effective immediately upon execution by the Department, County, Royal Equestrian, and Aynessazian.

9. 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 or disputes. 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.

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.

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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. Retention of Right to Final Hearing. All parties 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.

14. 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.

15. 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.

16. Governmental Discretion Unaffected. This Agreement is not intended to bind Lake County 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.

17. 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.

18. 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.

2

For: Department of Community Affairs

By: Thomas G. Pelham
Thomas G. Pelham, Secretary

Approved as to form and legality:

Richard E. Shine

Richard E. Shine

Assistant General Counsel

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 15th day of Dec, 2009, by Thomas G. Pelham, as Secretary of the Department of Community Affairs. The above named person is personally known to me or has produced as identification

[Signature]

Signature of Notary Public



My Commission Expires:

Notary Seal:

1

Stipulated Settlement agreement between State of Florida, DCA, Lake County, Royal Equestrian Development, Inc., and Barry Allen Aycoussozian President/Developer


BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA



Welton G. Cadwell, Chairman

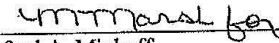
This 19 day of November, 2009.

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

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For: Royal Equestrian Development, Inc

By: [Signature]
Barry Allen Aynessazian

STATE OF ILLINOIS
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 8th day of October, 2009, by Barry Allen Aynessazian, as President/Director of Royal Equestrian Development. The above named person is personally known to me or has produced as identification.

[Signature]
Signature of Notary Public

B Vaughnette Cipria
Printed Name of Notary Public

11/14/2009
My Commission Expires:

"OFFICIAL SEAL"
B. VAUGHNETTE CIPRIA
Notary Public, State of Illinois
Notary Commission Expires 11/14/2009

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