



REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number: 3

Public Hearings: Planning & Zoning Board (PZB): July 9, 2019
Board of County Commissioners (BCC): July 30, 2019

Case No. and Project Name: RZ-19-04-1, Rubin Groves PUD Amendment

Applicant: Jimmy Crawford, Esq.

Owner: Rubin Groves of Clermont, LLC

Requested Action: Revise Ordinance #2014-7 by establishing a new ordinance with conditions consistent with the Settlement Agreement (effective date of January 4, 2019) and to establish a new PUD expiration date.

Staff Determination: Staff recommends approval of the rezoning application subject to the conditions contained in the draft ordinance.

Case Manager: Christine Rock, AICP, Senior Planner

PZB Recommendation:

Subject Property Information

Size: 131 +/- acres

Location: West and southwest of the intersection of Woodcrest Way and US 27, and north of Cagan Crossings Development of Regional Impact (DRI)

Alternate Key No.: 1595240, 2510480, 1071011 (western portion), and 1595169 (western portion)

Future Land Use: Green Swamp Ridge

Current Zoning District: Planned Unit Development – Ordinance #2014-7

Flood Zone: X and A/E

Joint Planning Area/ISBA: N/A

Overlay District(s): Green Swamp Area of Critical State Concern and Major Commercial Corridor

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Green Swamp Ridge	Planned Unit Development (PUD)	Vacant Residential	N/A
South	Cagan Crossings	Planned Unit Development (PUD)	Vacant Residential	Cagan Crossings DRI
East	N/A	N/A	Road	US Highway 27
West	Green Swamp Rural Conservation	Agriculture	Agricultural	Wetlands

Staff Analysis

The subject properties, identified by Alternate Key Numbers 1595240, 2510480, 1071011 (western portion), and 1595169 (western portion), are zoned Planned Unit Development in accordance with Ordinance #2014-7, and are designated as Green Swamp Ridge future land use.

The Board of County Commissioners (BCC) approved Ordinance #2014-7 on January 28, 2014. Following BCC approval, the Department of Economic Opportunity (DEO) challenged the approval of Ordinance #2014-7, which allowed the removal of sand from the subject property, due to inconsistencies with the Comprehensive Plan. The case was then referred to the Division of Administrative Hearings for a formal hearing (DOAH Case No. 15-0704). The Administrative Law Judge issued a recommended order which found the ordinance invalid, due to inconsistency with the Comprehensive Plan. The approved ordinance included provisions for mining, which is not an allowed use within the Green Swamp Ridge future land use category. The case was then referred to the Florida Land and Water Adjudicatory Commission for issuance of a final order (FLWAC Case No. App-14-001). To avoid further litigation a Settlement Agreement (effective date of January 4, 2019) for was entered into between Rubin Groves, Florida Department of Economic Opportunity, and Lake County.

The Settlement Agreement stipulates that an application to amend Ordinance #2014-7 for consistency with the fully executed settlement agreement must be submitted within 60 days of the effective date. The application was received within the specified time frame on March 1, 2019. The settlement agreement also requires that the bonding provisions of the ordinance be amended to require a site work reclamation bond, and performance and payment bonds for the construction of the subdivision improvement by phase, when construction of the subdivision begins. The proposed draft ordinance includes conditions consistent with the fully executed settlement agreement.

Standards for Review (LDR Section 14.03.03)

A. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The proposed amendment is consistent with the Comprehensive Plan and the aforementioned Settlement Agreement. The Mass Grading and Overburden Removal section of the amended ordinance has been revised to condition consistency with the fully executed settlement agreement, and to remove references to mining. Previously, the ordinance stated that the mass grading was subject to mining regulations contained with the LDR; however, mining is not a permitted use within the Green Swamp Ridge Future Land Use Category.

B. Whether the proposed amendment is in conflict with any applicable provisions of the Code.

The proposed amendment is consistent with the Code and the aforementioned Settlement Agreement.

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

The proposed amendment is not requesting additional uses or intensities than was previously approved by the Board. The amendment has been requested as it is a requirement of the fully executed settlement agreement. The previously approved PUD for residential and commercial development is consistent with the surrounding uses.

D. Whether there have been changed conditions that justify an amendment.

A fully executed Settlement Agreement (effective date of January 4, 2019) was entered into between the Rubin Groves, Florida Department of Economic Opportunity, and Lake County. The Settlement Agreement requires that within 60 days of the effective date of the Settlement Agreement, an application to amend Ordinance #2014-7 must be submitted to the County for presentation to the Board of County Commissioners.

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

The impact assessment to public infrastructure is not applicable to the purpose of this rezoning amendment which is to comply with a settlement agreement.

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

The proposed amendment has been submitted to comply with a settlement agreement. Any development applications that are submitted for the previously approved uses must include an environmental assessment dated within six (6) months of the application submission date.

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

The proposed amendment has been submitted to comply with a settlement agreement.

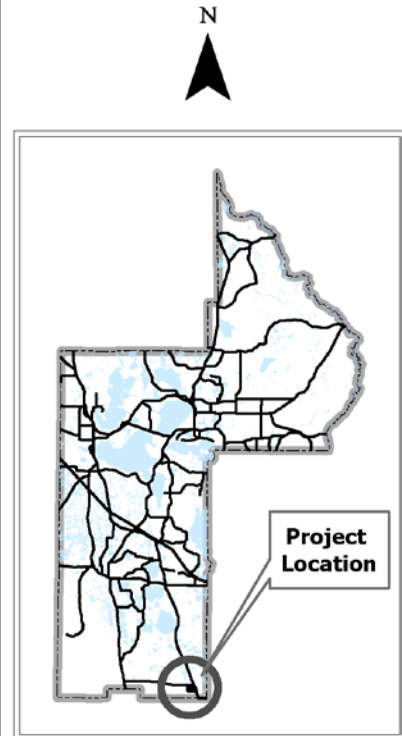
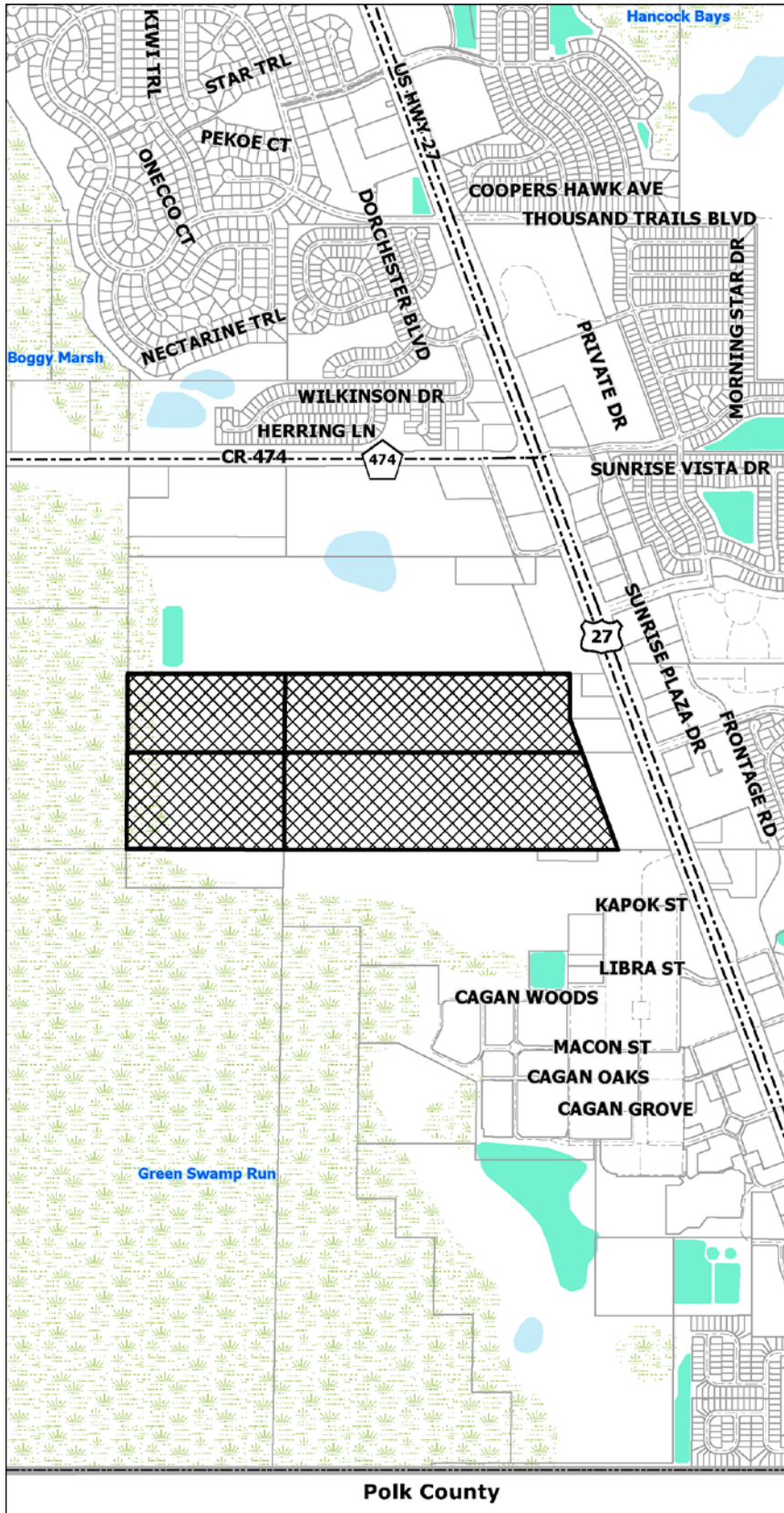
H. Whether, and the extent to which, the proposed amendment would result in an orderly and logical development pattern, specifically identifying any negative effects on such pattern.

The proposed amendment is not requesting an increase in the density or intensity of the previously approved Planned Unit Development. The previously approved uses will result in an orderly and logical development pattern, as the areas surrounding the subject planned unit development consist of residential and commercial uses.

I. Whether the proposed amendment would be consistent with or advance the public interest, and in harmony with the purpose and interest of these regulations.

The proposed amendment will be consistent with the purpose and interest of Lake County's regulations.

Subject Property.



ORDINANCE #2019-X
Rubin Groves PUD Amendment
RZ-19-04-1

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

WHEREAS, Sheldon Rubin (the "Applicant") on behalf of Rubin Groves of Clermont, LLC – Sheldon Rubin (the "Owner") has submitted an application to revise Ordinance #2014-7 by establishing a new ordinance with conditions consistent with the Settlement Agreement (effective date of January 4, 2019) approved as part of FLWAC Case No. APP-14-001 and DOAH Case No. 15-0704, and to establish a new PUD expiration date amend the Planned Unit Development (PUD) Zoning District (Ordinance #2013-8) on 131 +/- acres to allow a Mixed-Use Planned Unit Development of single-family residential uses, limited commercial uses, and to include mass grading and overburden removal exceeding 200% of the stormwater volume requirement; and

WHEREAS, the property consists of approximately 131 +/- acres located south of Clermont– west and southwest of the intersection of Woodcrest Way and US 27, Section 26 & 27 – Township 24 South – Range 26 East, also described as Alternate Key #1595240, 2510480 and the western portions of Alternate Key Numbers 1071011, & 1595169, and more particularly described below:

LEGAL DESCRIPTION:
(Exhibit "A" Attached)

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

WHEREAS, the Board of County Commissioners of Lake County, Florida, on the 26th day of February, 2013, approved a Mixed Use PUD under Ordinance #2013-8; and

WHEREAS, the Board of County Commissioners of Lake County, Florida, on the 28th day of January, 2014, approved a PUD amendment under #2014-7; and

WHEREAS, the Lake County Planning and Zoning Board, did review petition RZ-19-04-1, on the 9th day of July, 2019, after giving Notice of Hearing on petition for a change in the use of land, including a notice that said petition would be presented to the Board of County Commissioners of Lake County, Florida, on the 30th day of July, 2019; and

WHEREAS, the adoption of this new ordinance shall supersede and replace Ordinance #2014-7; and

WHEREAS, the Board of County Commissioners reviewed said petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the Public and surrounding property owners at a duly advertised Public Hearing, and

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 Board of County Commissioners of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the above tract of land, as specified above, subject to the following terms:

1 **Section 1. Terms:**

2 The County Manager or designee shall amend the Zoning Map in accordance with this
3 Ordinance. The uses of the property shall be limited to the uses specified in this Ordinance
4 and generally consistent with the Conceptual Plan attached hereto as Exhibit "B". To the
5 extent where there are conflicts between Exhibit "B" and this Ordinance, this Ordinance shall
6 take precedence. This Ordinance shall supersede and replace any and all previous
7 ordinances for this property, specifically Ordinance #2013-8 and Ordinance #2014-7.

8 A. Land Use and Design: (American Disabilities Act - ADA Compliant Mixed Use
9 Community)

10 1. Residential:

11 Single-Family Residential at a density of up to four (4) dwelling units (du) to the net
12 acre (490 dwelling units, maximum).

13 2. Commercial:

14 a. Commercial development area shall not exceed 24.54 acres maximum and as
15 limited by the maximum floor area ratio of 0.25.

16 b. Commercial uses shall be permitted in accordance with the Comprehensive
17 Plan and Land Development Regulations (LDR), as amended.

18 Accessory uses directly associated with the above principal uses may be approved
19 by the County Manager or designee. Any other use of the site not specified in this
20 Ordinance shall require approval of an amendment to this Ordinance by the Board
21 of County Commissioners. Provided, however, agricultural use of the Property may
22 continue until development of the Property pursuant to this Ordinance, and if the
23 Property is developed in phases consistent with this Ordinance, agricultural use may
24 be continued on areas that are future phases of development.

25 B. Mass Grading and Overburden Removal:

26 ~~1. The mass grading shall be consistent with Exhibit "C" — Mass Grading Conceptual~~
27 ~~Plan and is subject to the Principles for Guiding Development and Development~~
28 ~~Requirements within the Green Swamp Area of Critical State Concern contained in~~
29 ~~the Comprehensive Plan and Land Development Regulations, as amended.~~

30 ~~2. The mass grading plan shall be subject to the mining regulations contained in the~~
31 ~~Land Development Regulations, as amended, and shall be submitted as~~
32 ~~Construction Plans for Phase 1 of the development.~~

33 ~~3. The mass grading plan shall meet all submittal requirements for a Mining~~
34 ~~Conditional Use Permit and Operating Plan in accordance with the Land~~
35 ~~Development Regulations, as amended, but will not be required to go through the~~
36 ~~Mining Conditional Use Permit Public Hearing process.~~

37 1. All mass grading on the Property shall without limitation, meet the requirements of
38 and be consistent with the Settlement Agreement in FLWAC Case No. App-14-001
39 and DOAH Case No. 15-0704, a copy of which is attached hereto as Exhibit "D" and
40 incorporated herein.

1 ~~2. 4. Prior to the commencement of any development activity, including the mass~~
2 ~~grading of the site construction pursuant to this ordinance, proof of financial~~
3 ~~responsibility consistent with LDR Section 14.08.00 shall be provided to Lake County. a~~
4 ~~final plat shall be recorded in the Public Records of Lake County, Florida, for the entire~~
5 ~~project acreage, which shall include all lots and commercial development. In addition to~~
6 ~~complying with all provisions of this ordinance, and all provisions of the Lake County~~
7 ~~Land Development Regulations (LDR) pertaining to the development of the property~~
8 ~~more particularly described in Exhibit "A", attached hereto and incorporated herein, the~~
9 ~~Developer shall provide a fully executed Developer's Agreement between the Developer~~
10 ~~and the County together with a Surety Bond in the amount of **one hundred and twenty**~~
11 ~~**(120) percent** of the total construction cost for the project, prior to or in conjunction with~~
12 ~~the Board of County Commissioners' acceptance of the final plat, instead and in place~~
13 ~~of the one hundred and ten (110) percent security requirement stated in Section~~
14 ~~14.08.00.E.2., Lake County LDR.~~

15 C. Environmental, Open Space and Conservation:

- 16 1. An environmental assessment consistent with the Comprehensive Plan and LDR,
17 as amended shall be required with site plan, preliminary plat, and/or construction
18 plans.
- 19 2. The development is providing 49.1 acres of open space, which meets the minimum
20 required open space of 49.07 acres (40% of the net buildable area). The
21 development shall maintain the minimum open space on the site, consistent with
22 the Comprehensive Plan and LDR, as amended.
- 23 3. All wetlands within the property shall be placed into a conservation easement or
24 similar recorded and legally binding instrument, as allowed by law, pursuant to Lake
25 County Comprehensive Plan Policy, as amended. The conservation easement or
26 similar instrument shall require that all wetlands and wetland buffers be maintained
27 in their natural and unaltered state.

28 D. Development Requirements:

Impervious Surface Ratio (ISR)	45% of the development site
Floor Area Ratio (FAR)	25% of the non-residential development site
Building Square Footage	5,000 SF; may increase to max. ISR & FAR if building meets or exceeds sustainable building rating & certification system and retains the first 3 inches of stormwater runoff on the property.
Building Height	Forty (40) Feet

29 All development shall meet the development requirements within the Green Swamp
30 Area of Critical State Concern in accordance with the Comprehensive Plan and LDR, as
31 amended.

- 1 E. Stormwater:
2 Stormwater facilities shall be constructed utilizing the latest biodiversity design
3 techniques and Best Management Practices (BMPs), such as but not limited to, bio-
4 filtration, bio-swales, rain gardens, and bio-retention.
- 5 F. Utilities:
6 1. Central water and sewer shall be provided to the development prior to construction
7 plan and/or site plan approval.
8 2. A copy of the Utility Service Agreement between the developer and utility service
9 provider shall be provided to the County prior to the approval of a site plan and/or
10 construction plans.
11 3. The Developer or Property Owner shall demonstrate that all access ways are
12 designed to accommodate solid waste collection vehicles to Lake County standards,
13 as amended.
- 14 G. Parking: All parking for the development shall be consistent with the Comprehensive
15 Plan and LDR, as amended.
- 16 H. Buffers, Landscaping, and Setbacks:
17 1. Landscaping and screening shall be in accordance with the Comprehensive Plan
18 and LDR, as amended.
19 2. Landscape buffers, fences or walls, shall not be required between commercial or
20 mixed (residential/commercial) uses within this planned unit development except to
21 visually screen parking, loading or storage areas.
22 3. Best Management Practices for native landscaping and "right plant-right place"
23 landscaping techniques shall be used for the landscape design to minimize the use
24 of chemicals, pesticides, and water for irrigation. Invasive and exotic plant species
25 are prohibited.
26 4. A fifty (50) foot wide buffer shall be along the western perimeter property line,
27 adjacent to agricultural land areas and any agriculture zoned properties. The buffer
28 will be assessed during the review of the required preliminary plat and/or site plan
29 and may consist of existing non-invasive vegetation or Florida Friendly vegetation.
- 30 I. Transportation:
31 1. Access management shall be consistent with the Comprehensive Plan, LDR, and
32 Florida Department of Transportation (FDOT) Regulations, as amended.
33 2. A full operational traffic impact analysis shall be submitted for review and approval
34 with a site plan and/or preliminary plat application.
- 35 J. Lighting: Exterior lighting shall not illuminate adjacent properties and rights-of-way.
36 Outdoor lighting shall be full-cutoff lighting. Lighting shall be designed so as to prevent
37 direct glare, light spillage, and hazardous interference consistent with Dark Sky
38 Principles and be in accordance with the Comprehensive Plan and Land Development
39 Regulations, as amended.

- 1 K. Noise: A noise assessment shall be required with the preliminary plat and/or site plan
2 submittal to demonstrate mitigation for any noise impacts the proposed project may
3 have on the neighboring uses pursuant to the LDR, as amended.
- 4 L. Signage: Signage shall be consistent with the Comprehensive Plan and LDR, as
5 amended.
- 6 M. Concurrency: The development shall be subject to all applicable Concurrency
7 Management requirements in accordance with the Comprehensive Plan and LDR, as
8 amended.
- 9 N. Future Amendments to Statutes, Code, Plan, and/or Regulations: The specific
10 references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake
11 County Comprehensive Plan, and Lake County Land Development Regulations, include
12 any future amendment to the Statutes, Code, Plan, and/or Regulations.
- 13 O. PUD Term Limits: Physical development shall commence within three (3) years from the
14 date of this Ordinance approval.
- 15 ~~1. Failure to submit an application for a Mining Conditional Use Permit, a Mining~~
16 ~~Operation Plan, Reclamation/Mass Grading Plan, and bonding or other security~~
17 ~~necessary to enforce the conditions of approval in accordance with Section 6.06.00,~~
18 ~~LDR, as amended, shall constitute failure to commence physical development and~~
19 ~~shall cause the revocation of this ordinance in accordance with the Comprehensive~~
20 ~~Plan or superseding documents amended.~~
- 21 21. Failure to construct either infrastructure for 100 dwelling units, or infrastructure for
22 5,000 square feet of commercial use, or the necessary extension of Woodcrest Way
23 to support the proposed development within three (3) years of approval of this
24 Ordinance, shall constitute failure to commence physical development and shall
25 cause the revocation of this ordinance in accordance with the Comprehensive Plan
26 or superseding documents as amended. Clearing and grading alone shall not be
27 construed as sufficient to meet this requirement.
- 28 32. Prior to expiration of the three-year time frame, the Board of County Commissioners
29 may grant, via a Public Hearing, a one (1) extension of the time frame for a maximum
30 of two (2) years upon a showing that reasonable efforts have been made towards
31 securing the required approvals and commencement of work.
- 32 P. After establishment of the facilities as provided herein, the aforementioned property shall
33 only be used for the uses named in this Ordinance. Any other proposed use must be
34 specifically authorized by the Board of County Commissioners.
- 35 Q. This Ordinance shall inure to the benefit of, and shall constitute a covenant running with
36 the land and the terms, conditions, and provisions hereof, and shall be binding upon the
37 present owner and any successor, and shall be subject to each and every condition
38 herein set out.
- 39 R. The transfer of ownership or lease of any or all of the property described in this
40 Ordinance shall include in the transfer or lease agreement, a provision that the
41 purchaser or lessee is made good and aware of the conditions pertaining to this
42 Ordinance, and agrees to be bound by these conditions. The purchaser or lessee may

1 request a change from the existing plans and conditions by following procedures
2 contained in the Lake County Land Development Regulations, as amended.

3 S. The Lake County Code Enforcement Special Master shall have the authority to enforce
4 the terms and conditions set forth in this ordinance and to recommend that the
5 Ordinance be revoked.

6 T. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove,
7 improve, move, convert, or demolish any building structure, add other uses, or alter the
8 land in any manner within the boundaries of the above described land without first
9 obtaining the necessary approvals in accordance with the Lake County Code, as
10 amended, and obtaining the permits required from the other appropriate governmental
11 agencies.

12 U. In the event any term or condition contained herein conflicts with the terms and
13 conditions set forth in the Settlement Agreement under FLWAC Case No. App-14-001
14 and DOAH Case No. 15-0704, the terms and conditions that are more stringent shall
15 apply as determined by the County.

16 **Section 2.** **Severability:** If any section, sentence, clause or phrase of this Ordinance is held to be
17 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
18 no way affect the validity of the remaining portions of this Ordinance.

19 **Section 3.** **Filing with the Department of State.** The clerk shall be and is hereby directed forthwith to
20 send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance
21 with Section 125.66, Florida Statutes.

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1 **Section 4. Effective Date. This Ordinance shall become effective as provided by law.**
2
3 ENACTED this _____ day of _____, 2019.
4
5 FILED with the Secretary of State _____, 2019.
6
7 EFFECTIVE _____, 2019.

8
9
10 **BOARD OF COUNTY COMMISSIONERS**
11 **LAKE COUNTY, FLORIDA**
12

13 _____
14 **Leslie Campione, Chairman**
15

16
17 **ATTEST:**

18 _____
19 **Gary J. Cooney, Clerk**
20 **Board of County Commissioners**
21 **Lake County, Florida**

22
23
24 **APPROVED AS TO FORM AND LEGALITY**

25 _____
26 **Melanie Marsh, County Attorney**

Exhibit "A" – Legal Description

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2 Parcel No.1:

3 The North 661 feet of the South 1485 feet of the East 1/2 of the Southeast 1/4 of Section 27, Township 24
4 South, Range 26 East, Lake County, Florida.

5 Parcel No.2:

6 The North 661 feet of the South 1485 feet of Section 26, Township 24 South, Range 26 East, Lake County,
7 Florida, lying West of the right of way of U.S. Highway No. 27.

8 LESS and EXCEPT the following described parcels:

9 From the Southwest corner of Section 26, Township 24 South, Range 26 East, Lake County, Florida, run
10 South 89°41'50" East, along the South line of said Section 26, 3386.26 feet to a point on the centerline of
11 U.S. Highway #27, run thence along said centerline, North 20°05'20" West, 1384.28 feet; run thence North
12 89°41'50" West, 119.49 feet to the Point of Beginning; said Point of Beginning being on the Westerly right-
13 of-way line of U.S. Highway # 27; continue thence North 89°41'50" West, 269.69 feet; run thence North
14 00°18'10" East, 187.47 feet; run thence South 89°41'50" East, 200.0 feet to the aforesaid Westerly right-of-
15 way line of U.S. Highway #27; run thence South 20°05'20" East, 200.0 feet to the Point of Beginning.

16 AND

17 From the Southwest corner of Section 26, Township 24 South, Range 26 East, Lake County, Florida, run
18 South 89°41'50" East, along the South line of said Section 26, 3386.26 feet to a point on the centerline of
19 U.S. Highway #27, run thence along the said centerline of U.S. Highway # 27, North 20°05'20" West 1384.28
20 feet; thence North 89°41'50" West 119.49 feet for a Point of Beginning, said Point of Beginning being on the
21 Westerly right-of-way line of the aforesaid U.S. Highway #27; run thence along said Westerly right-of-way
22 line South 20°05'20" East 200.0 feet; thence North 89°41'50" West 439.38 feet; thence North 00°18'10" East
23 374.93 feet; thence South 89°41'50" East 100.00 feet; thence South 00°18'10" West 187.47 feet; thence
24 South 89°41'50" East 269.69 feet to the Point of Beginning.

25 Parcel No.3:

26 That part of the South 1/4 of the Southwest 1/4 of the Southeast 1/4 lying West of the right of way of U.S.
27 Highway No. 27; The South 1/4 of the Southeast 1/4 of the Southwest 1/4; and the South 1/4 of the Southwest
28 1/4 of the Southwest 1/4; Section 26, Township 24 South, Range 26 East, Lake County, Florida;

29 The South 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 24 South, Range 26 East,
30 Lake County, Florida.

31 Parcel No. 4:

32 The North 494 feet of the South 824 feet of Section 26, Township 24 South, Range 26 East, Lake County,
33 Florida, lying West of the right of way of U.S. Highway No. 27, and the North 494 feet of the South 824 feet
34 of the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 24 South, Range 26 East, Lake County,
35 Florida.

36 **ALSO LESS THE FOLLOWING DESCRIBED PARCEL (Racetrac)**

37 LEGAL DESCRIPTION: (Racetrac Parcel)

38 A part of Section 28, Township 24 South, Range 26 East, Lake County, Florida, being more particularly
39 described as follows:

40 Commence at the Southeast corner of said Section 26; thence along the South line of said Section 26, North
41 89°59'11" West, a distance of 2034.49 feet, to the westerly right-of-way line of U.S. Highway 27 (State Road

1 25) per Florida Department of Transportation Right-of-Way Map Section 11200, for a point of
2 beginning. Thence continue along said South line, North 89°59'11" West, a distance of 469.14 feet; thence
3 leaving said South line. North 20°17'17" West. a distance of 1184.20 feet; thence South 89° 53'15" East, a
4 distance of 469.45 feet, to a point on the westerly right-of-way line of said U.S. Highway 27; thence along
5 said westerly right-of-way line, South 20°17' 17" East, a distance of 1183.34 feet, to the point of beginning.
6 Containing 11.95 acres, more or less.

7 **Subject to:**

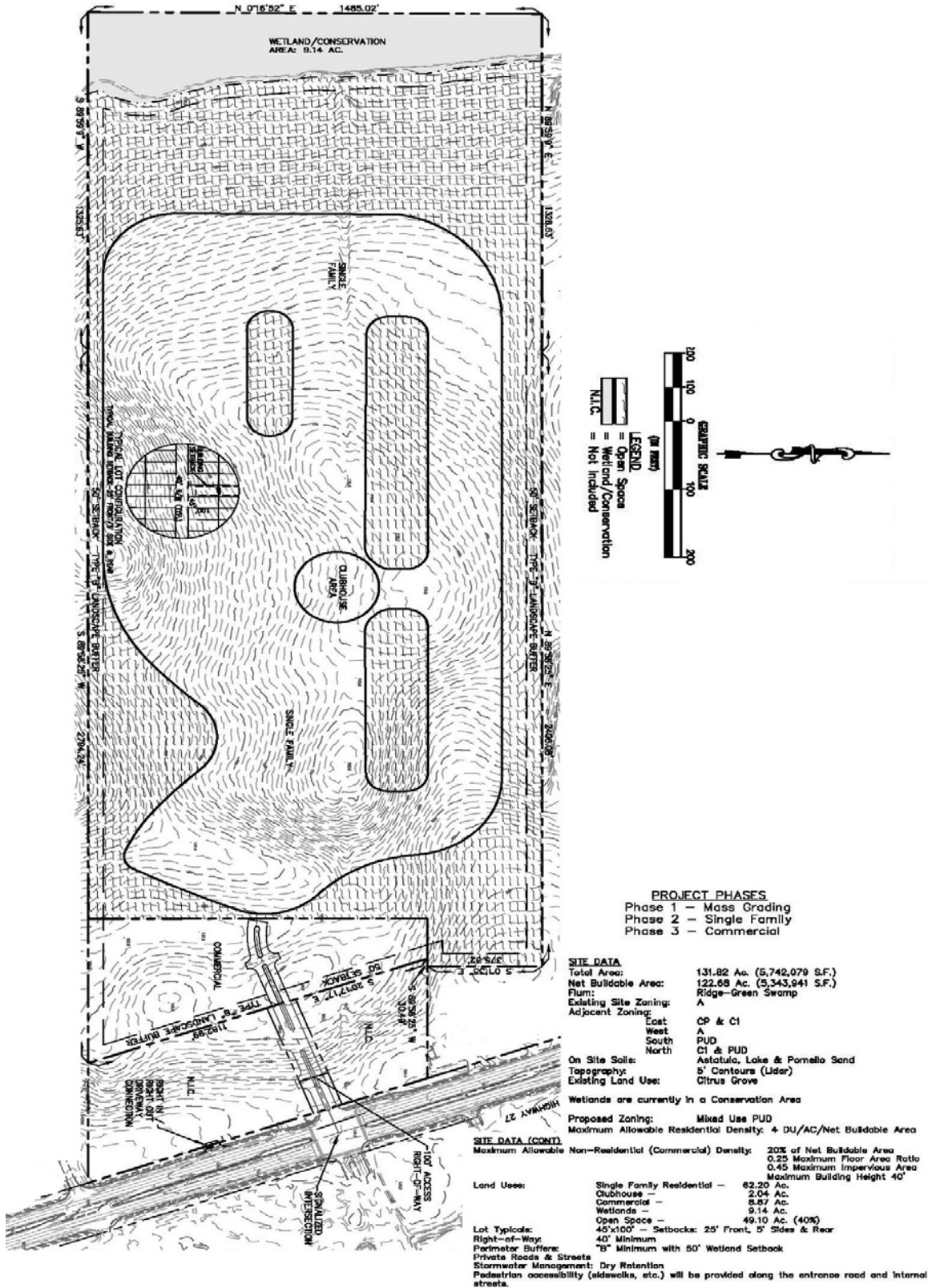
8 Legal description: ingress/egress easement

9 A part of Section 26, Township 24 South, Range 26 East, Lake County, Florida, being more particularly
10 described as follows:

11 Commence at the Southeast corner of said Section 26; thence along the South line of said Section 26, North
12 89°59'11" West, a distance of 2503.63 feet; thence leaving said South line, North 20°17'17" West, a distance
13 of 635.57 feet, for a Point of Beginning; thence continue North 20°17'17" west, a distance of 75.00 feet;
14 thence North 69°43'18" East, a distance of 440.00 feet, to the westerly right-of-way line of U.S. Highway 27
15 (State Road 25) per Florida Department of Transportation Right-of-Way Map Section 11200; thence along
16 said westerly right-of-way line. South 20°17'17" East, a distance of 75.00 feet: thence leaving said westerly
17 right-of-way line, South 69°43'18" West, a distance of 440.00 feet, to the Point of Beginning.
18 Containing 0.75 acres, more or less.
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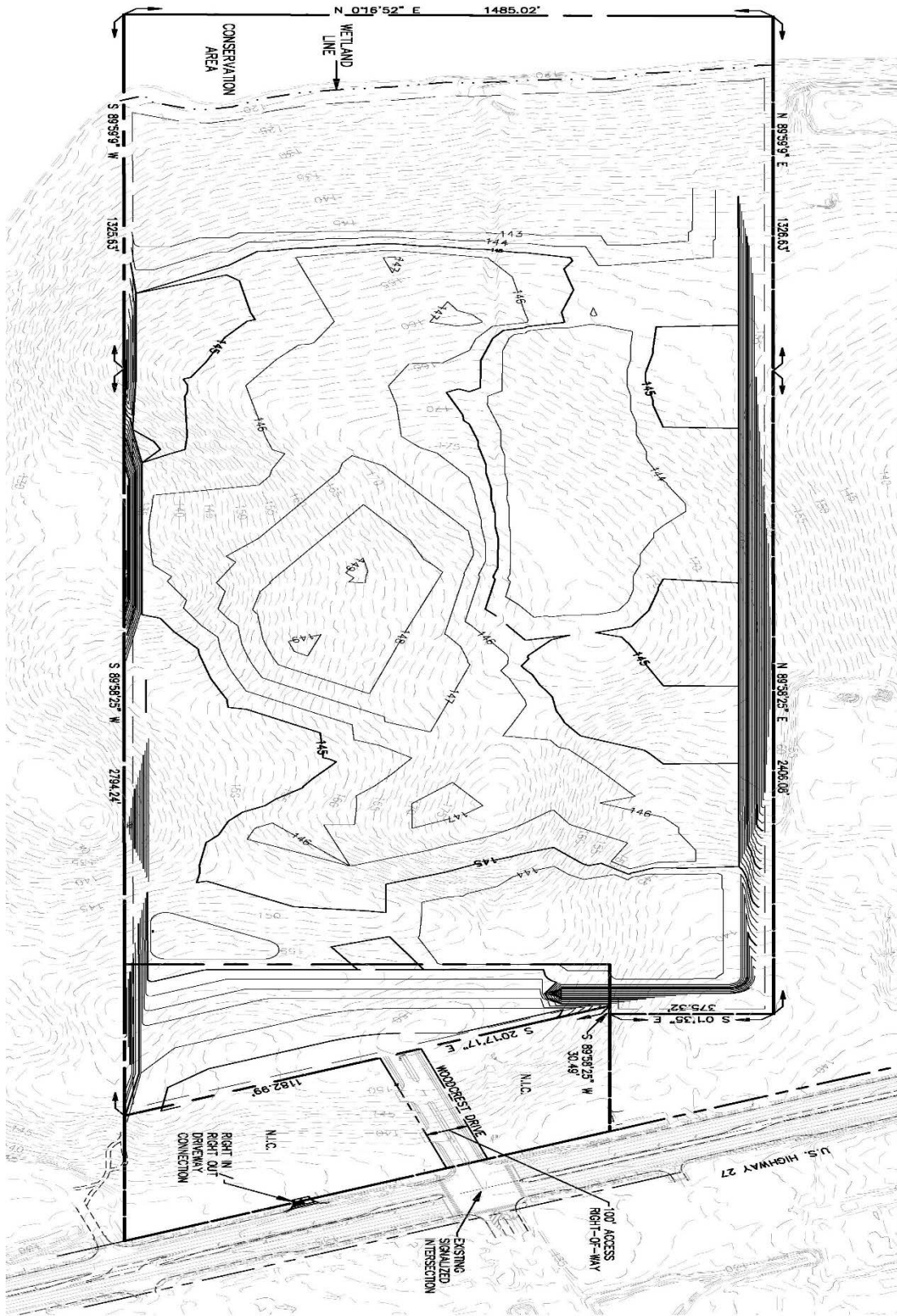
Exhibit "B" - Concept Plan



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Exhibit "C" - Mass Grading Plan



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Exhibit "D" - Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement"), is entered into and effective as of the date last executed below (hereinafter "Effective Date"), by and between, the Florida Department of Economic Opportunity (hereinafter "DEO"), Rubin Groves of Clermont, LLC (hereinafter "Rubin Groves"), and Lake County, Florida (hereinafter "Lake County"),

Whereas, DEO filed a challenge, FLWAC Case No. APP-14-001 and DOAH Case No. 15-0704 (hereinafter "Challenge"), to Lake County's approval of a Development Order, Ordinance 2014-7 (hereinafter "Ordinance"), attached hereto as **Exhibit A**, allowing Rubin Groves to remove sand from its 131-acre property located in Lake County (hereinafter "Subject Property"); and

Whereas, the case was referred to the Division of Administrative Hearings (hereinafter "DOAH"), and a formal hearing was conducted. The Administrative Law Judge (hereinafter "ALJ") issued a recommended order finding the Ordinance invalid because it is inconsistent with Lake County's Comprehensive Plan, and the case was thereafter referred to the Florida Land and Water Adjudicatory Commission ("FLWAC") for issuance of a final order; and

Whereas, DEO, Rubin Groves, and Lake County (each a "Party" and collectively "the Parties") desire to settle all claims, disputes, charges, and causes of action that exist or may exist between them regarding the challenge in order to avoid the cost and distraction of further litigation; and

NOW, THEREFORE, in exchange for the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Proposed PUD Amendment

Rubin Groves shall, within 60 days of the Effective Date of this Agreement, apply for an amendment to Ordinance 2014-7 ("PUD Amendment"), to amend the bonding provisions to (1) require a site work reclamation bond, and (2) require performance and payment bonds for the construction of the subdivision improvements by phase when construction of the subdivision begins.

A. Approval of Application for Amendment of Planned Unit Development (PUD)

If the Lake County Board of County Commissioners approves the PUD Amendment, then the following conditions shall take effect as of the date the PUD Amendment is executed:

1. Rubin Groves shall begin the following testing within 30 days of the effective date of the PUD Amendment and complete the following testing and mapping within 90 days of the effective date of the PUD Amendment:

a. Drill a total of three deep Standard Penetration Test ("SPT") borings into the Floridan aquifer and install 4-inch monitor wells with screens in the limestone and grouted to

surface with neat cement on the Subject Property. The deep SPT and monitoring wells shall extend to a depth of 150 feet or at least 10 feet into a competent limestone unit. The deep monitoring wells (“DMW”) shall be developed to allow water level measurement and water quality sampling. Two of the DMWs shall be located in the southwest and northeast corners of the Subject Property, and the centrally located DMW may be abandoned prior to starting the mass grading operations. Each DMW shall be suitable for the Ground Water Monitoring Plan, attached hereto as **Exhibit B**, and assess the impacts of the removal of soil and development on the Subject Property. The specifications for the DMWs are attached hereto as **Exhibit C**.

b. Collect, bag, and label drill cuttings every five feet from the borings and wells required in paragraph A.1.a. The cuttings shall be sent to the Florida Geological Survey for evaluation to determine the presence of a confining or semi-confining layer above the Floridan aquifer and for permanent archiving in the State’s geologic sample repository.

c. Drill a total of 15 shallow SPT borings and install 15 piezometers (2-inch diameter casing) to depths of 40 to 50 feet with screen intervals starting approximately five feet above the water table and extending to the bottom of the piezometers at approximately 10 feet below the water table on the Subject Property. The solid casing above the screened intervals to ground surface shall be grout sealed. Rubin Groves shall also develop each piezometer to clear sediment and drilling mud, allow the piezometers to stabilize for a minimum of 24 hours, and then measure the groundwater levels. The groundwater levels shall be measured every three (3) days for a period of three (3) weeks in both the DMWs and the 15 piezometers. The location of the shallow piezometers are shown on the figure attached hereto as **Exhibit C**.

d. Survey the location and elevation of each of the monitoring wells and piezometers, including ground surface and top of casing. Provide the survey to the DEO within 90 days of the Effective Date of the PUD Amendment.

e. Use the collected data to provide the DEO with the following:

- i. Measurement of groundwater levels for a period of three weeks and calculation of a median groundwater elevation for each piezometer and DMW location.
- ii. Comparison of groundwater levels between each DMW and its adjacent piezometer over the three week period to determine the degree of hydraulic communication between the Floridan aquifer and the water table. A groundwater contour map shall be created based on the piezometer data and interpolate between the data points using the Kriging interpolation approach. The groundwater contour map shall be signed and sealed attesting to its accuracy by a Professional Engineer or Professional Geologist licensed in the State of Florida. The completed groundwater contour map shall be provided to the DEO and the Florida Geological Survey within 90 days of the Effective Date of the PUD Amendment.
- iii. A “buffer zone” contour map, which shall uniformly follow the surficial groundwater elevation contours but at 14 feet higher in

elevation. The contours shall be created using the Kriging interpolation approach. The completed "buffer zone" contour map shall be provided to the DEO and the Florida Geologic Survey within 90 days of the Effective Date of the PUD Amendment.

- f. Sample and test two of the DMWs and three of the shallow piezometers utilizing industry standard sampling and testing measures for the indicator parameters specified in the Ground Water Monitoring Plan attached hereto as **Exhibit B**. The data will be for background assessment of water quality and is intended to be used for adaptive management actions to be taken after development of the site, if needed, and to maintain or improve water-quality and aquifer recharge rates after development. It will not be used for enforcement or to evaluate suitability of the site for mass grading plan approval.
- g. Rubin Groves is not required to perform any testing or analysis to address DEO's concerns in the challenge, except as expressly set forth in this Agreement, and as reasonably necessary to complete the grading, testing, or analysis expressly set forth in this Agreement.

2. In order for Rubin Groves to proceed with grading and construction pursuant to the Ordinance and this Agreement, the following conditions must be met:

- a. Rubin Groves shall complete all requirements of Paragraph A.1;
- b. The proposed final elevation throughout the area of proposed grading must be 142' (142 feet) above National Geodetic Vertical Datum (NGVD), or higher, except that drainage system or stormwater treatment areas, as reviewed and approved by Lake County, may have a lower elevation, but in no case shall fall below 137' (137 feet) above NGVD, provided the applicant demonstrates:
 - i. The lowest elevation is at least 14' (14 feet) above the measured surficial groundwater elevation throughout the drainage system or stormwater treatment area, and
 - ii. The total combined surface area of all drainage system or stormwater treatment on the Subject Property does not exceed 15 acres;
- c. The results of the testing and contour mapping described in paragraph A.1 must indicate that a fixed buffer zone of 14' (14 feet) exists above the measured surficial groundwater elevation at the proposed final elevation in the area of proposed grading.

3. If the conditions in paragraph A.2. are met, the DEO will file a Motion for Voluntary Dismissal without Prejudice with FLWAC.

4. If the conditions in paragraph A.2. are not met:
 - a. The Parties may continue to pursue the Challenge at FLWAC within seven (7) days after providing written notice to the Parties; or
 - b. Rubin Groves may raise the proposed final elevation to a height that complies with all of the conditions in paragraph A.2.
5. Rubin Groves must commence construction of the approved development, as outlined in Section 1.A., and 1.C-O. of the Ordinance, within three (3) years of the Effective Date of this Agreement.
6. Following grading and construction pursuant to the Ordinance and this Agreement, actual excavation may not penetrate deeper than the higher of 142' (142 feet) NGVD or 14' (14 feet) above the measured surficial groundwater elevation throughout the graded area, except that drainage system or stormwater treatment areas, as reviewed and approved by Lake County, may have a lower elevation, but in no case shall fall below 137' (137 feet) above NGVD, provided the requirements of paragraph 2 are met. The required measure of a fixed buffer thickness of 14' (14 feet) to the measured groundwater elevation accounts for long-term seasonal fluctuation and for the capillary fringe buffer zone above the groundwater level.
7. Rubin Groves shall follow all applicable State laws and Lake County requirements, including, but not limited to, the Comprehensive Plan and Land Development Regulations. Rubin Groves must apply for and be granted all applicable State and Lake County approvals and permits, and in doing so, make all of the conditions in this Agreement a necessary part of all said approvals and permits.
8. If the grading and construction penetrates deeper than as provided herein, or the required permits do not contain all conditions of this Agreement, this shall constitute a breach of this Agreement, and the DEO may pursue all rights and remedies available to it. For avoidance of doubt, Rubin Groves may choose to grade to any elevation higher than the maximum depth described above.
9. Within one (1) year of the approval of the PUD Amendment by the Board of County Commissioners, Lake County shall propose and recommend adoption to the Lake County Board of County Commissioners the amendment to the Lake County Comprehensive Plan as follows:

The definition of "Mining Activities" in the Lake County Comprehensive Plan shall be amended to read:

The mining of materials, ore or other naturally occurring materials from the earth by whatever method, including the removal of overburden for the purpose of extracting and removing from the site such underlying deposits and all associated clearing, grading, construction, processing, transportation and reclamation on the property, including the removal of greater than two hundred (200) percent of the minimum stormwater retention/detention volume required under a Development Order, and including pre-mining

activities and lake creation but not including activities associated with site surveying, environmental monitoring, mineral exploration or the sinking or operation of test wells and similar activities.

B. Denial of Application for Amendment to PUD

In the event the Lake County Board of County Commissioners does not approve the PUD Amendment, or the PUD Amendment otherwise does not become effective, the County shall (1) begin proceedings to administratively revoke Ordinance 2014-7, and the Subject Property shall revert to its previously effective zoning, (2) the Parties shall jointly file a Motion for Voluntary Dismissal of FLWAC Case No. APP-14-001 and DOAH Case No. 15-0704 as moot, since the subject of those cases, Ordinance 2014-7, has been revoked, and (3) the DEO shall have no further obligations or responsibilities as it relates to its challenge of Ordinance 2014-7. Rubin Groves shall execute any documents required by the County to move forward with the revocation of Ordinance 2014-7. In the event Ordinance 2014-7 is administratively revoked, Rubin Groves hereby acknowledges that it has voluntarily agreed for the Subject Property to be returned to its previously effective zoning, thereby waiving any rights to assert any claims for damages, attorney's fees, or costs, against Lake County or the DEO, including but not limited to claims for eminent domain, inverse condemnation or pursuant to Chapter 70, Florida Statutes.

II. General Provisions

1. Non-Binding Agreement. The DEO entered into this Agreement due to the unique facts and circumstances of the above-described dispute. Nothing in this Agreement shall be construed as binding upon the future determinations, decisions, or actions of the DEO. This Agreement shall be afforded no precedential value in any future proceeding or matter. Further, nothing herein shall be construed as a waiver of any future rights or privileges of the DEO that are not directly related to the facts and circumstances upon which this Agreement is premised.
2. Complete Settlement and General Release of Claims. If a Motion for Voluntary Dismissal is granted by FLWAC pursuant to either section A.3. or B, above, then the terms of this Agreement constitute a complete release and discharge of any claim for relief, including, but not limited to, all damages, attorney's fees, costs or expenses of any kind, or other monies to which the Parties may claim to be entitled to pursuant to the DEO's Challenge. This Agreement is intended as the full and complete settlement of the claims raised or that may have been raised by the Parties against each other. Nothing in this paragraph shall impair the rights of the Parties to enforce the terms of this Agreement.
3. Waiver of Attorneys' Fees and Costs. The Parties shall bear their own costs, expenses, and attorneys' fees. Any compensation described herein includes the Parties agreement, if any, with regard to attorneys' fees. The Parties waive any claim or entitlement to attorneys' fees or costs other than as set forth herein and agree that no Party, nor anyone acting on their behalf, will petition any court of competent jurisdiction for an award of attorneys' fees or costs relating to any of the actions or potential actions described in this Agreement.
4. No Admission of Liability. The Parties have entered into this Agreement in order to avoid

the substantial costs, risks, uncertainties, and inconvenience of litigation regarding the challenged development order. The Parties understand and agree that nothing contained in this Agreement shall be considered an admission of liability or fault and any such liability or fault is expressly denied.

5. No Effect on Public Records Law. Any Party may be required to disclose this Agreement pursuant to a request made under Chapter 119, Florida Statutes.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, and there are no other agreements, oral or written, between or among them related to any matters covered by this Agreement. The only consideration for execution of this Agreement is that which is stated in this Agreement, and there are no promises or agreements of any other kind which have caused the Parties to execute this Agreement. No Party has relied on any statements or representations by the other Party nor the Parties' agents or representatives concerning the matters addressed in this Agreement. The Parties fully understand the meaning and intent of this Agreement, including, but not limited to, its final and binding effect. This Agreement supersedes any and all prior or contemporaneous agreements, written or oral, or any other understandings that may have existed or currently exist between the Parties, and which are related to the same subject matter as described in this Agreement.

7. Modification. This Agreement may not be modified, altered, or changed except upon express written amendment executed by authorized representatives of the Parties, wherein specific reference is made to this Agreement.

8. Applicable Law and Jurisdiction. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws or principles may point to the application of the laws of another jurisdiction. The Parties hereby agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES ARISING FROM THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

9. Successors. The rights and obligations of the Parties under this Agreement shall inure to the benefit of and shall be binding upon their respective successors and assigns, and the Parties consent to enforcement of any covenants in this Agreement by any such successor or assign.

10. Third Party Beneficiaries. The provisions of this Agreement are expressly intended to be for the benefit of the Parties, and no third party beneficiaries are intended or contemplated by the Parties in entering into this Agreement.

11. Severability. If any provision in this Agreement is not in compliance with Florida law, or

any provision is held to be invalid, illegal, or unenforceable, either legislatively or judicially, such provision will be severed from the Agreement, and the remainder of this Agreement will continue to be valid and enforceable unless such determination of invalidity shall deprive a Party of the substantial benefit of its bargain.

12. Parties Have Read and Understand the Agreement. The terms in this Agreement are the product of arms-length negotiations. The Parties have carefully read and fully understand all of the provisions of this Agreement and that they are knowingly and voluntarily entering into this Agreement. Each Party declares that it has been represented by counsel in the negotiation, execution, and delivery of this Agreement and that it executes this Agreement voluntarily after consultation with counsel. Each Party participated in the drafting of this Agreement. In the event of any ambiguity, the Parties agree that it shall not be construed against any one Party.

13. Captions and Headings. The captions and headings, to the extent used in this Agreement, are for reference purposes only and shall not be taken into account in construing or interpreting this Agreement.

14. Exhibits: the following exhibits are attached hereto and incorporated into this Agreement by reference:

- a. Exhibit A: Ordinance 2014-7.
- b. Exhibit B: Ground Water Monitoring Plan.
- c. Exhibit C: Graphic depiction of the location of the proposed shallow piezometers and the deep monitoring wells.

15. Counterparts. This Agreement may be executed in multiple counterparts and all such counterparts shall be considered one document.

16. Effective Date. The Effective Date of this Agreement is the day the last party hereto executes the document.

[Signature pages to follow]

Settlement Agreement between Department of Economic Opportunity, Rubin Groves of Clermont, LLC and Lake County

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of this Agreement.

DEPARTMENT OF ECONOMIC OPPORTUNITY



JULIE DENNIS, Director
Division of Community Development

Date: 1/4/18

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 

JONE MORRIS
Assistant General Counsel

Date: 1/4/19

**Settlement Agreement between Department of Economic Opportunity, Rubin Groves of
Clermont, LLC and Lake County**

RUBIN GROVES OF CLERMONT, LLC



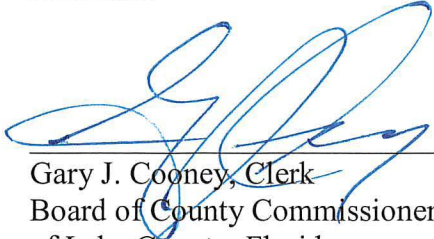
SHELDON W. RUBIN, Manager

Date:

Oct 30, 2018

**Settlement Agreement between Department of Economic Opportunity, Rubin Groves of
Clermont, LLC and Lake County**

ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA



Leslie Campione, Chairman

This 20th day of December, 2018.

Approved as to form and legality:



Melanie Marsh
County Attorney

Exhibit "A"
Ordinance 2014-7

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ORDINANCE #2014-7
PH #21-13-1
Rubin Groves of Clermont, LLC / Sheldon Rubin
Rubin Groves of Clermont PUD

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

WHEREAS, Sheldon Rubin (the "Applicant") on behalf of Rubin Groves of Clermont, LLC – Sheldon Rubin (the "Owners") has submitted an application to amend the Planned Unit Development (PUD) Zoning District (Ordinance #2013-8) on 131 +/- acres to allow a Mixed-Use Planned Unit Development of single-family residential uses, limited commercial uses, and to include mass grading and overburden removal exceeding 200% of the stormwater volume requirement; and

WHEREAS, the property consists of approximately 131 +/- acres located south of Clermont– west and southwest of the intersection of Woodcrest Way and US 27, Section 26 & 27 – Township 24 South – Range 26 East, also described as Alternate Key #1595240, 2510480 and the western portions of Alternate Key #s 1071011, & 1595169, and more particularly described below:

LEGAL DESCRIPTION:
(Exhibit "A" Attached)

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

WHEREAS, the Board of County Commissioners of Lake County, Florida, on the 26th day of February, 2013 approved a Mixed Use PUD under Ordinance #2013-8; and

WHEREAS, the adoption of this new ordinance shall supersede and replace Ordinance #2013-8; and

WHEREAS, the Lake County Planning and Zoning Board, did review petition PH #21-13-1, on the 7th day of January, 2014, after giving Notice of Hearing on petition for a change in the use of land, including a notice that said petition would be presented to the Board of County Commissioners of Lake County, Florida, on the 28th day of January, 2014; and

WHEREAS, the Board of County Commissioners reviewed said petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the Public and surrounding property owners at a duly advertised Public Hearing, and

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 Board of County Commissioners of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the above tract of land, as specified above, subject to the following terms:

Section 1. Terms:

The County Manager or designee shall amend the Zoning Map in accordance with this Ordinance. The uses of the property shall be limited to the uses specified in this Ordinance and generally consistent with the Conceptual Plan attached hereto as Exhibit "B". To the extent where there are conflicts between Exhibit "B" and this Ordinance, this Ordinance



ORDINANCE #2014-7

PH #21-13-1 / Rubin Groves of Clermont, LLC – Sheldon Rubin (Proj#2010060010 AR#2346)

- 1 shall take precedence. This Ordinance shall supersede and replace any and all previous
2 ordinances for this property, specifically Ordinance #2013-8.
- 3 A. Land Use and Design: (American Disabilities Act - ADA Compliant Mixed Use
4 Community)
- 5 1. Residential:
6 Single-Family Residential at a density of up to four (4) dwelling units (du) to the net
7 acre (490 dwelling units, maximum).
- 8 2. Commercial:
9 a. Commercial development area shall not exceed twenty-four (24.54) acres
10 maximum and as limited by the maximum floor area ratio of 0.25.
11 b. Commercial uses shall be permitted in accordance with the Comprehensive
12 Plan and Land Development Regulations (LDR), as amended.
- 13 Accessory uses directly associated with the above principal uses may be
14 approved by the County Manager or designee. Any other use of the site not
15 specified in this Ordinance shall require approval of an amendment to this
16 Ordinance by the Board of County Commissioners.
- 17 B. Mass Grading and Overburden Removal:
- 18 1. The mass grading shall be consistent with Exhibit "C" – Mass Grading Conceptual
19 Plan and is subject to the Principles for Guiding Development and Development
20 Requirements within the Green Swamp Area of Critical State Concern contained in
21 the Comprehensive Plan and Land Development Regulations, as amended.
- 22 2. The mass grading plan shall be subject to the mining regulations contained in the
23 Land Development Regulations, as amended, and shall be submitted as
24 Construction Plans for Phase 1 of the development.
- 25 3. The mass grading plan shall meet all submittal requirements for a Mining
26 Conditional Use Permit and Operating Plan in accordance with the Land
27 Development Regulations, as amended, but will not be required to go through the
28 Mining Conditional Use Permit Public Hearing process.
- 29 4. Prior to the commencement of any development activity, including the mass
30 grading of the site, a final plat shall be recorded in the Public Records of Lake
31 County, Florida, for the entire project acreage, which shall include all lots and
32 commercial development. In addition to complying with all provisions of this
33 ordinance, and all provisions of the Lake County Land Development Regulations
34 (LDR) pertaining to the development of the property more particularly described in
35 Exhibit "A", attached hereto and incorporated herein, the Developer shall provide a
36 fully executed Developer's Agreement between the Developer and the County
37 together with a Surety Bond in the amount of **one hundred and twenty (120)**
38 **percent** of the total construction cost for the project, prior to or in conjunction with
39 the Board of County Commissioners' acceptance of the final plat, instead and in
40 place of the one hundred and ten (110) percent security requirement stated in
41 Section 14.08.00.E.2., Lake County LDR.
- 42

ORDINANCE #2014-7

PH #21-13-1 / Rubin Groves of Clermont, LLC – Sheldon Rubin (Proj#2010060010 AR#2346)

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C. Environmental, Open Space and Conservation:

1. An environmental assessment consistent with the Comprehensive Plan and LDR, as amended shall be required with site plan, preliminary plat, and/or construction plans.
2. The development is providing 49.1 acres of open space, which meets the minimum required open space of 49.07 acres (40% of the net buildable area). The development shall maintain the minimum open space on the site, consistent with the Comprehensive Plan and LDR, as amended.
3. All wetlands within the property shall be placed into a conservation easement or similar recorded and legally binding instrument, as allowed by law, pursuant to Lake County Comprehensive Plan Policy, as amended. The conservation easement or similar instrument shall require that all wetlands and wetland buffers be maintained in their natural and unaltered state.

D. Development Requirements:

Impervious Surface Ratio (ISR)	45% of the development site
Floor Area Ratio (FAR)	25% of the non-residential development site
Building Square Footage	5,000 SF; may increase to max. ISR & FAR if building meets or exceeds sustainable building rating & certification system and retains the first 3 inches of stormwater runoff on the property.
Building Height	Forty (40) Feet

All development shall meet the development requirements within the Green Swamp Area of Critical State Concern in accordance with the Comprehensive Plan and LDR, as amended.

E. Stormwater:

Stormwater facilities shall be constructed utilizing the latest biodiversity design techniques and Best Management Practices (BMPs), such as but not limited to, bio-filtration, bio-swales, rain gardens, and bio-retention.

F. Utilities:

1. Central water and sewer shall be provided to the development prior to construction plan and/or site plan approval.
2. A copy of the Utility Service Agreement between the developer and utility service provider shall be provided to the County prior to the approval of a site plan and/or construction plans.
3. The Developer or Property Owner shall demonstrate that all access ways are designed to accommodate solid waste collection vehicles to Lake County standards, as amended.

G. Parking: All parking for the development shall be consistent with the Comprehensive Plan and LDR, as amended.

ORDINANCE #2014-7

PH #21-13-1 / Rubin Groves of Clermont, LLC – Sheldon Rubin (Proj#2010060010 AR#2346)

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- H. Buffers, Landscaping, and Setbacks:
 - 1. Landscaping and screening shall be in accordance with the Comprehensive Plan and LDR, as amended.
 - 2. Landscape buffers, fences or walls, shall not be required between commercial or mixed (residential/commercial) uses within this planned unit development except to visually screen parking, loading or storage areas.
 - 3. Best Management Practices for native landscaping and "right plant-right place" landscaping techniques shall be used for the landscape design to minimize the use of chemicals, pesticides, and water for irrigation. Invasive and exotic plant species are prohibited.
 - 4. A fifty (50) foot wide buffer shall be along the western perimeter property line, adjacent to agricultural land areas and any agriculture zoned properties. The buffer will be assessed during the review of the required preliminary plat and/or site plan and may consist of existing non-invasive vegetation or Florida Friendly vegetation.
- I. Transportation:
 - 1. Access management shall be consistent with the Comprehensive Plan, LDR, and Florida Department of Transportation (FDOT) Regulations, as amended.
 - 2. A full operational traffic impact analysis shall be submitted for review and approval with a site plan and/or preliminary plat application.
- J. 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.
- K. Noise: A noise assessment shall be required with the preliminary plat and/or site plan submittal to demonstrate mitigation for any noise impacts the proposed project may have on the neighboring uses pursuant to the LDR, as amended.
- L. Signage: Signage shall be consistent with the Comprehensive Plan and LDR, as amended.
- M. Concurrency: The development shall be subject to all applicable Concurrency Management requirements in accordance with the Comprehensive Plan and LDR, as amended.
- N. Future Amendments to Statutes, Code, Plan, and/or Regulations: The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations, include any future amendment to the Statutes, Code, Plan, and/or Regulations.
- O. PUD Term Limits: Physical development shall commence within three (3) years from the date of this Ordinance approval.
 - 1. Failure to submit an application for a Mining Conditional Use Permit, a Mining Operation Plan, Reclamation/Mass Grading Plan, and bonding or other security

ORDINANCE #2014-7

PH #21-13-1 / Rubin Groves of Clermont, LLC – Sheldon Rubin (Proj#2010060010 AR#2346)

- 1 necessary to enforce the conditions of approval in accordance with Section
2 6.06.00, LDR, as amended, shall constitute failure to commence physical
3 development and shall cause the revocation of this ordinance in accordance with
4 the Comprehensive Plan or superseding documents amended.
- 5 2. Failure to construct either infrastructure for 100 dwelling units, infrastructure for
6 5,000 square feet of commercial use, or the necessary extension of Woodcrest
7 Way to support the proposed development within three (3) years of approval of
8 this Ordinance, shall constitute failure to commence physical development and
9 shall cause the revocation of this ordinance in accordance with the
10 Comprehensive Plan or superseding documents amended. Clearing and grading
11 alone shall not be construed as sufficient to meet this requirement.
- 12 3. Prior to expiration of the three-year time frame, the Board of County
13 Commissioners may grant, via a Public Hearing, a one (1) extension of the time
14 frame for a maximum of two (2) years upon a showing that reasonable efforts have
15 been made towards securing the required approvals and commencement of work.
- 16 P. After establishment of the facilities as provided herein, the aforementioned property
17 shall only be used for the uses named in this Ordinance.
- 18 Q. This Ordinance shall inure to the benefit of, and shall constitute a covenant running
19 with the land and the terms, conditions, and provisions hereof, and shall be binding
20 upon the present owner and any successor, and shall be subject to each and every
21 condition herein set out.
- 22 R. The transfer of ownership or lease of any or all of the property described in this
23 Ordinance shall include in the transfer or lease agreement, a provision that the
24 purchaser or lessee is made good and aware of the conditions pertaining to this
25 Ordinance, and agrees to be bound by these conditions. The purchaser or lessee may
26 request a change from the existing plans and conditions by following procedures
27 contained in the Lake County Land Development Regulations, as amended.
- 28 S. Action by the Lake County Code Enforcement Special Master: The Lake County Code
29 Enforcement Special Master shall have the authority to enforce the terms and
30 conditions set forth in this ordinance and to recommend that the Ordinance be
31 revoked.
- 32 **Section 2. Development Review and Approval:** Prior to the issuance of any permits, the Owner
33 shall obtain development order approvals from Lake County. The applications for final
34 orders shall meet all submittal requirements and comply with all County codes and
35 ordinances, as amended.
- 36 **Section 3. Severability:** If any section, sentence, clause or phrase of this Ordinance is held to be
37 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
38 no way affect the validity of the remaining portions of this Ordinance.
- 39 **Section 4. Filing with the Department of State.** The clerk shall be and is hereby directed forthwith to
40 send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section
41 125.66, Florida Statutes.
- 42

ORDINANCE #2014-7

PH #21-13-1 / Rubin Groves of Clermont, LLC - Sheldon Rubin (Proj#2010060010 AR#2346)

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

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3 ENACTED this 28th day of January, 2014.

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5 FILED with the Secretary of State February 10, 2014.

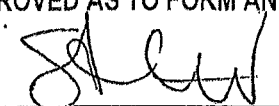
6
7 EFFECTIVE February 10, 2014.

8 BOARD OF COUNTY COMMISSIONERS
9 LAKE COUNTY, FLORIDA

10
11 
12 _____
13 JIMMY CONNER, Chairman

14 ATTEST BOARD OF
15 _____
16 NEIL KELLY, Clerk of the
17 Board of County Commissioners
18 Lake County, Florida

19
20
21 APPROVED AS TO FORM AND LEGALITY

22 
23 _____
SANFORD A. MINKOFF, County Attorney

ORDINANCE #2014-7

PH #21-13-1 / Rubin Groves of Clermont, LLC -- Sheldon Rubin (Proj#2010060010 AR#2346)

1

EXHIBIT "A" - LEGAL DESCRIPTION

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Parcel No. 1:

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The North 661 feet of the South 1485 feet of the East 1/2 of the Southeast 1/4 of Section 27,
Township 24 South, Range 26 East, Lake County, Florida.

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Parcel No. 2:

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The North 661 feet of the South 1485 feet of Section 26, Township 24 South, Range 26 East,
Lake County, Florida, lying West of the right of way of U.S. Highway No. 27.

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8

LESS and EXCEPT the following described parcels:

9

From the Southwest corner of Section 26, Township 24 South, Range 26 East, Lake County,
Florida, run South 89°41'50" East, along the South line of said Section 26, 3386.26 feet to a
point on the centerline of U.S. Highway #27, run thence along said centerline, North 20°05'20"
West, 1384.28 feet; run thence North 89°41'50" West, 119.49 feet to the Point of Beginning; said
Point of Beginning being on the Westerly right-of-way line of U.S. Highway # 27; continue
thence North 89°41'50" West, 269.69 feet; run thence North 00°18'10" East, 187.47 feet; run
thence South 89°41'50" East, 200.0 feet to the aforesaid Westerly right-of-way line of U.S.
Highway #27; run thence South 20°05'20" East, 200.0 feet to the Point of Beginning.

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AND

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From the Southwest corner of Section 26, Township 24 South, Range 26 East, Lake County,
Florida, run South 89°41'50" East, along the South line of said Section 26, 3386.26 feet to a
point on the centerline of U.S. Highway #27, run thence along the said centerline of U.S.
Highway # 27, North 20°05'20" West 1384.28 feet; thence North 89°41'50" West 119.49 feet for
a Point of Beginning, said Point of Beginning being on the Westerly right-of-way line of the
aforesaid U.S. Highway #27; run thence along said Westerly right-of-way line South 20°05'20"
East 200.0 feet; thence North 89°41'50" West 439.38 feet; thence North 00°18'10" East 374.93
feet; thence South 89°41'50" East 100.00 feet; thence South 00°18'10" West 187.47 feet;
thence South 89°41'50" East 269.69 feet to the Point of Beginning.

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Parcel No. 3:

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That part of the South 1/4 of the Southwest 1/4 of the Southeast 1/4 lying West of the right of
way of U.S. Highway No. 27; The South 1/4 of the Southeast 1/4 of the Southwest 1/4; and the
South 1/4 of the Southwest 1/4 of the Southwest 1/4; Section 26, Township 24 South, Range 26
East, Lake County, Florida;

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The South 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 24 South,
Range 26 East, Lake County, Florida.

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Parcel No. 4:

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The North 494 feet of the South 824 feet of Section 26, Township 24 South, Range 26 East,
Lake County, Florida, lying West of the right of way of U.S. Highway No. 27, and the North 494
feet of the South 824 feet of the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 24
South, Range 26 East, Lake County, Florida.

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ALSO LESS THE FOLLOWING DESCRIBED PARCEL (Racetrac)

40

LEGAL DESCRIPTION: (Racetrac Parcel)

41

A part of Section 28, Township 24 South, Range 26 East, Lake County, Florida, being more
particularly described as follows:

42

43

Commence at the Southeast corner of said Section 26; thence along the South line of said
Section 26, North 89°59'11" West, a distance of 2034.49 feet, to the westerly right-of-way line of

44

ORDINANCE #2014-7

PH #21-13-1 / Rubin Groves of Clermont, LLC – Sheldon Rubin (Proj#2010060010 AR#2346)

1 U.S. Highway 27 (State Road 25) per Florida Department of Transportation Right-of-Way Map
2 Section 11200, for a point of beginning. Thence continue along said South line, North 89°59'11"
3 West, a distance of 469.14 feet; thence leaving said South line. North 20°17'17" West. a
4 distance of 1184.20 feet; thence South 89° 53'15" East, a distance of 469.45 feet, to a point on
5 the westerly right-of-way line of said U.S. Highway 27; thence along said westerly right-of-way
6 line, South 20°17'17" East, a distance of 1183.34 feet, to the point of beginning. Containing
7 11.95 acres, more or less.

8 **Subject to:**

9 Legal description: ingress/egress easement

10 A part of Section 26, Township 24 South, Range 26 East, Lake County, Florida, being more
11 particularly described as follows:

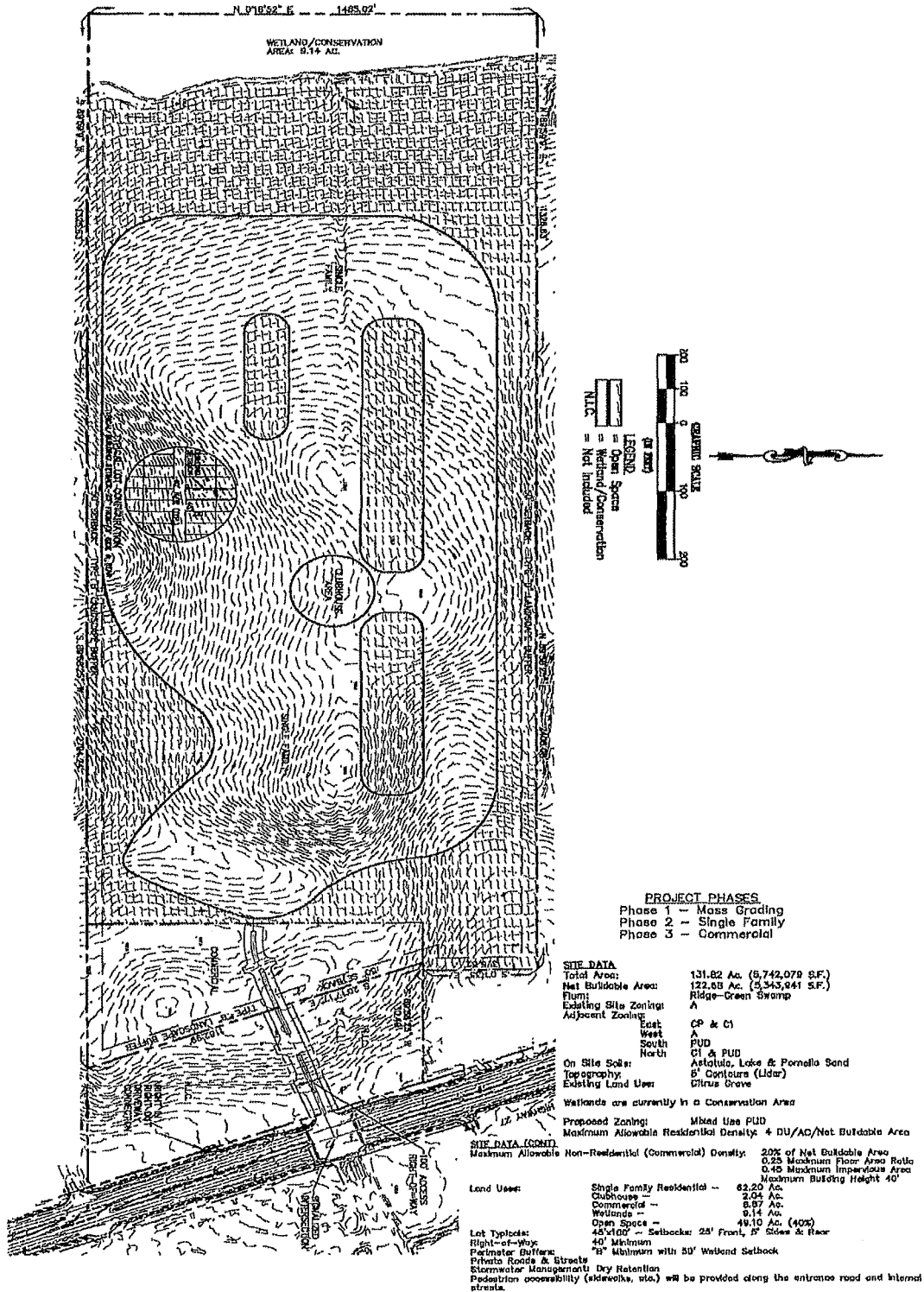
12 Commence at the Southeast corner of said Section 26; thence along the South line of said
13 Section 26, North 89°59'11" West, a distance of 2503.63 feet; thence leaving said South line,
14 North 20°17'17" West, a distance of 635.57 feet, for a Point of Beginning; thence continue North
15 20°17'17" west, a distance of 75.00 feet; thence North 69°43'18" East, a distance of 440.00 feet,
16 to the westerly right-of-way line of U.S. Highway 27 (State Road 25) per Florida Department of
17 Transportation Right-of-Way Map Section 11200; thence along said westerly right-of-way line.
18 South 20°17'17" East, a distance of 75.00 feet; thence leaving said westerly right-of-way line,
19 South 69°43'18" West, a distance of 440.00 feet, to the Point of Beginning.
20 Containing 0.75 acres, more or less.
21

ORDINANCE #2014-7

PH #21-13-1 / Rubin Groves of Clermont, LLC -- Sheldon Rubin (Proj#2010060010 AR#2346)

1

EXHIBIT "B" - CONCEPT PLAN



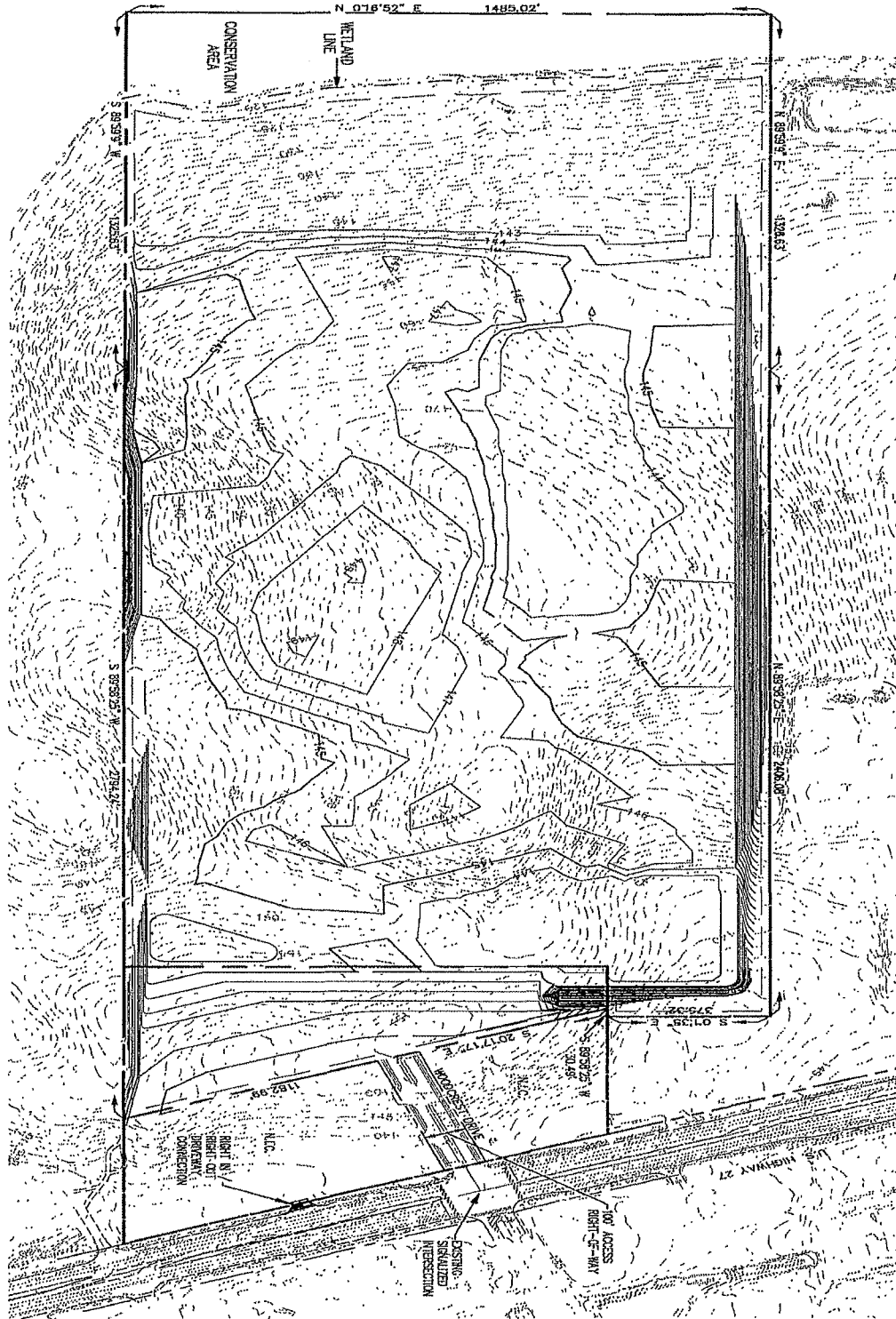
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ORDINANCE #2014-7

PH #21-13-1 / Rubin Groves of Clermont, LLC – Sheldon Rubin (Proj#2010060010 AR#2346)

1

EXHIBIT "C" – MASS GRADING CONCEPT PLAN



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Exhibit "B"
Ground Water Monitoring Plan

Page 1 of 5

GROUNDWATER MONITORING PLAN

The proposed Groundwater Monitoring Plan (GMP) outlines how Ruben Groves of Clermont, LLC, intends to assess the impacts of the development on the environmental resources. The goal of the GMP is to provide a basis to establish baseline conditions and assess the long-term impacts of the development on the groundwater in the project area.

Background

The areas proposed under this GMP include approximately 131 acres of vacant land currently of agricultural use. The site will be developed as a handicap and age-accessible single family residential community with commercial development along U.S. Highway 27.

Proposed Groundwater Monitoring Plan

The main goal of the GMP will be to provide baseline and long-term monitoring information from which the impacts on the groundwater of the area can be assessed. The objectives of the GMP include monitoring water quality impacts from mass grading activities and land use changes including lawn care activities and stormwater management in the proposed residential commercial areas.

For the proposed residential development, a total of three (3) groundwater monitoring locations were selected. **Figure 1** presents the approximate locations of the three groundwater monitoring locations (denoted as GWB-1, GWC-2 and GWC-3). The proposed wells will be completed into the upper Floridan aquifer, since this is the primary groundwater system of concern. In addition, a shallow well will be installed at each location in order to access a surficial aquifer which may be perched during wet seasons.

All six shallow and deep monitoring wells will be installed and sampled for background water quality determination prior to any development construction in their respective monitoring areas. All new wells will be installed and developed according to proper industry specifications. Water Management District (WMD) permits, WMD completion forms, and DEP completion forms will be submitted. The wells are located to address the concerns of the planning agency over potential land use effects on groundwater quantity.

All sample collection, storage, packaging, shipping and analyses will be conducted in accordance with standard practices. Qualified commercial laboratories will conduct the laboratory analyses by commonly accepted methods (such as those prescribed by EPA or the APHA). The laboratory must have an approved quality assurance plan, and process samples according to the quality assurance plan.

The activities included in this GMP will terminate three years following project build-out, which shall be the date the last platted lot is sold. This will provide adequate time to assess any negative impacts on water quality as a result of the development.

Groundwater Elevations

Groundwater levels will be measured bi-annually and included in a summary report once a year, which shall be supplied to the Florida Division of Economic Opportunity, Florida Department of Environmental Protection, and Lake County.

The GMP has been prepared based on a determined direction of regional upper Floridan aquifer flow to the north-northeast and a localized flow in the surficial aquifer to the east and west. These flow directions have been confirmed by groundwater modeling efforts conducted for the permitting of this project.

Groundwater Quality Monitoring Parameters and Frequency

Consistent with approved plans for similar developments, "indicator" parameters would be most frequently monitored at the proposed locations:

- Groundwater samples will be collected immediately following installation of the monitoring wells and then twice per year, during the months of May and October, corresponding to the end of normal wet and dry seasons in the area. A sample must be delivered to DEO and Florida Geologic after grading is complete and before construction commences.

One of the monitoring locations (GWB-1) will monitor background groundwater quality and the other two monitoring locations (GWC-2 and GWC-3) will monitor the effects of the development on groundwater quality. All three (3) monitoring locations will be sampled and analyzed for primary and secondary drinking water standards immediately after installation of wells.

The bi-annual groundwater samples will be analyzed for "indicator" parameters. The analytical results will be compared to primary and secondary drinking water standards where applicable. The "indicator" parameters will include:

Nitrate
Nitrite
Total dissolved solids
total suspended solids
sulfate
total phosphorus
ortho-phosphate
total kjeldahl nitrogen
Arsenic

In addition, any parameter that has shown an exceedance during the background sampling event shall be added to the semi-annual suite until it is shown to be of no concern for one year.

- Field parameters will be collected from all wells during the groundwater sampling events and will include turbidity, dissolved oxygen, specific conductivity, temperature, water table elevations and pH.

An exceedance of the Florida standards or an increasing trend shall constitute cause for an expansion of the sampling suite, sampling frequency, mitigation and/or remedial action for the purpose of preventing additional possible impacts. The action to be taken as the result of an exceedance, shall be determined by the Florida Department of Environmental Protection. The applicable Standards for the determination of an exceedance shall be the Drinking Water Standards. An increasing trend will be defined as two (2) standard deviations from the baseline mean. The baseline mean will be determined using initial sampling results from the three (3) monitoring locations.

All monitoring wells will be installed and sampled as soon as practical prior to earth work activities. If after the initial sampling any well is found to contain water that exceeds any water quality standard established under this GMP, the well will be re-sampled at least 30 and no more than 90 days after the original sample was taken. Prior to the sampling, at least five well volumes will be purged from the well. Should the second sample continue to show that the water still exceeds the water quality standard, the concentration found in the second sample will become the minimum standard for that particular monitoring well.

Well Construction

Prior to construction of the monitoring wells, continuous exploratory borings using split spoon samplers will be performed at each well location. Soil samples collected in the borings should be tested for grain size distribution in the anticipated screened interval for use in sizing the filter material and slotted pipe section. Sizing of the filter and screen slot should be conducted using either EPA document 600/4-89/034, or ASTM D 5092-90. Using the results of the exploratory borings, the final depths and screened intervals.

The monitoring wells should be constructed using hollow stem auger techniques or cased boreholes and rotary wash method. The hollow stem auger or the rotary wash borehole should have a minimum diameter of 62 inches. A minimum filter pack annulus of 2 inches is required. All drilling equipment should be decontaminated prior to installation of the monitoring wells and in between installation of each monitoring well. Each monitoring well should be constructed with 2-inch diameter solid PVC well casing threaded to a 10 foot section of slotted PVC well screen. The annular space around the well screen should be filled with filter pack to 3 feet above the well screen. The filter pack and slotted PVC should be sized according to the prevailing soil conditions, as described above. A sealant consisting of 30/65 silica sand should be placed above the filter pack and the remaining annular space should be sealed to grade with neat cement grout. The grout should be mixed with no more than six (6) gallons of water for each 94 pound bag of Type 1 Portland cement. Care should be taken to ensure that grout filtrate does not enter the well.

Reporting

Results from all groundwater monitoring activities described above would be summarized annually, and include all data in digital format and tabular representation. Included with the data for each individual well, the annual report will present the following:

- A trend analysis including graphical representation for indicator parameters that have shown a consistently observable change over time and also any parameters that have shown an exceedance or an increasing trend.
- Maps that show concentration contours of parameters of possible concern will be generated if adequate data are available. These maps will be used to investigate possible sources of groundwater quality degradation.
- Changes in the development regarding layout, location of possible inputs to ground or surface water sources or any other occurrences or changes that may be pertinent to environmental effects.
- A report on the status of all monitoring wells and any proposed action if necessary.
- All historical data in tabular form provided in hard copy and digital spreadsheet format.
- Groundwater contour maps created from the current year's water table elevation data referenced in NGVD.

The data included in these reports will be used to assess the effects, if any, of the development on the environmental resources of the area. Comparison of water quality results to applicable State water quality standards and a discussion of any exceedances or increasing trends will be included.

The first report must be delivered to DEO within six months of the execution of this Agreement. Subsequent reports will be delivered to DEO, Lake County, and Florida Geologic on December 1 of each year.

FIGURE 1

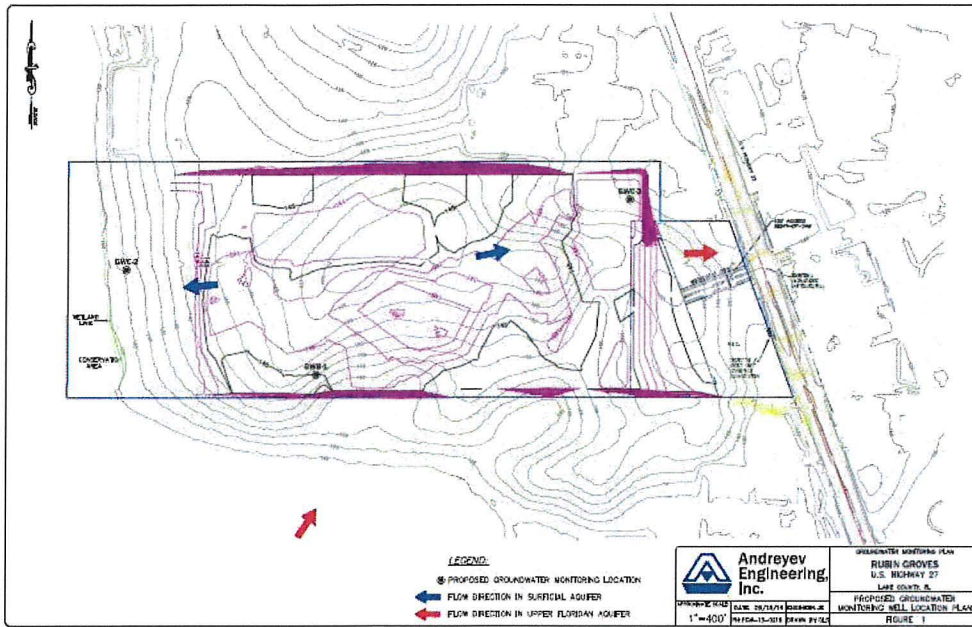
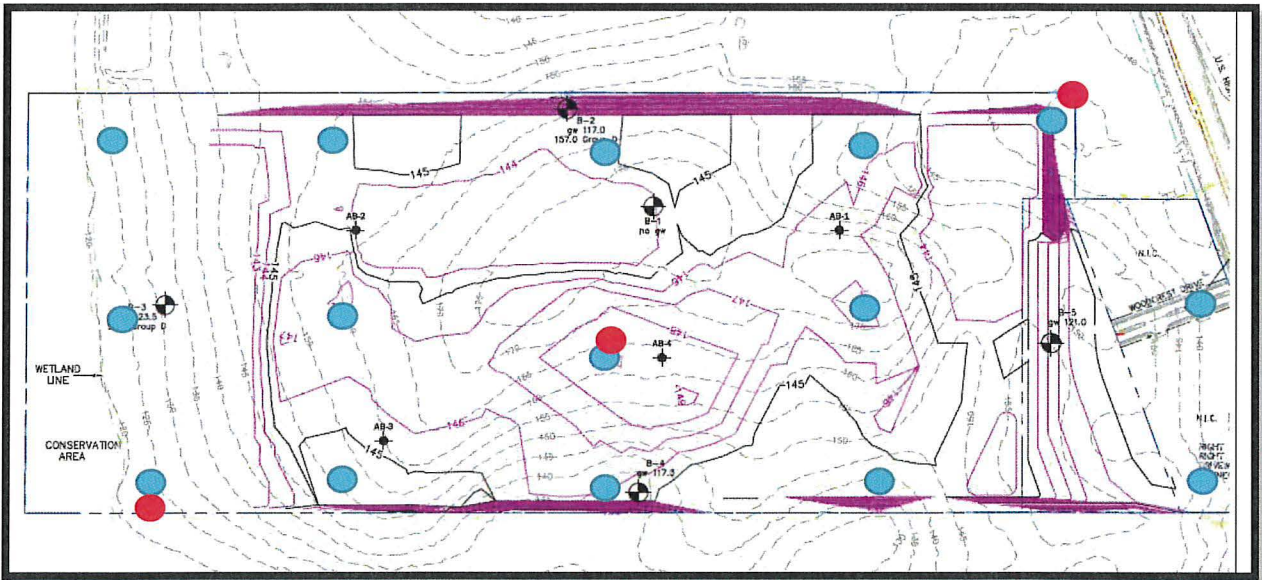


Exhibit "C"

Graphic depiction of the location of the proposed shallow piezometers and the deep monitoring wells



- Location of Shallow Piezometers
- Location of Deep Monitoring Wells