



AGENDA

Local Planning Agency Meeting

5:30 PM – Thursday, May 07, 2026 – City Hall

Call to Order

Acknowledgement of Quorum and Proper Notice

1. Approval of Minutes

1.1 Approval of Minutes for April 16, 2026, Local Planning Agency Meeting

2. Consideration of Development Agreements with Discussion and Public Hearings

2.1 First Reading Ordinance Number 2026-17: Approval of a Development Agreement with W. D. of America, Inc.

2.2 First Reading of Ordinance Number 2026-18: Approval of a Development Agreement with T & S FL Partners, Inc.

3. Consideration with Discussion, Public Hearings and Recommendation

3.1 Ordinance Number 2026-07: Comprehensive Plan Amendment for Annexation of Parcel with Alternate Key Number 1040141

3.2 Ordinance Number 2026-10: Future Land Use Map Amendment
Comprehensive Plan Amendment for Annexation of Parcel with Alternate Key Number 3959037

4. Adjournment

This Agenda is provided to the Commission only as a guide, and in no way limits their consideration to the items contained hereon. The Commission has the sole right to determine those items they will discuss, consider, act upon, or fail to act upon. Changes or amendments to this Agenda may occur at any time prior to, or during the scheduled meeting. It is recommended that if you have an interest in the meeting, you make every attempt to attend the meeting. This Agenda is provided only as a courtesy, and such provision in no way infers or conveys that the Agenda appearing here is, or will be the Agenda considered at the meeting.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statutes, 286.0105). In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk 48 hours prior to any meeting so arrangements can be made. Telephone (352) 483-5430 for assistance.



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: Eustis Local Planning Agency

FROM: Rick Gierok, Interim City Manager

DATE: May 7, 2026

RE: Approval of Minutes for April 16, 2026, Local Planning Agency Meeting

Introduction:

This item is for consideration of the minutes of the Local Planning Agency Meeting.

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Anna Rottermond, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

Local Planning Agency Meeting

5:30 PM – Thursday, April 16, 2026 – City Hall

Call to Order: 5:30 p.m.

Acknowledgement of Quorum and Proper Notice

PRESENT: Mr. Michael Holland, Mr. George Asbate, Vice Chair Gary Ashcraft, Mr. Willie L. Hawkins, Chair Emily A. Lee

1. Approval of Minutes

1.1 Approval of Minutes for April 2, 2026, Local Planning Agency Meeting

Motion made by Mr. Holland, Seconded by Vice Chair Ashcraft. Motion passed on the following vote:

Voting Yea: Mr. Hawkins, Mr. Holland, Mr. Asbate, Vice Chair Ashcraft, Chair Lee

2. Consideration with Discussion, Public Hearings and Recommendation

2.1 Ordinance Number 2026-15: Comprehensive Plan Amendment for Consideration of Future Land Use for Annexation of Parcel with Alternate Key Number 1307104

Senior Planner, Kyle Wilkes, presented Ordinance 2026-15 (Case A-26-003) for consideration of an annexation and future land use designation of approximately 18.03 acres along North State Road 19 for a property owned by Seidel Holdings, LLC. which is currently designated as urban medium in Lake County, allowing up to seven dwelling units per acre. The applicant requested a change to the City's urban residential designation, which permits up to twelve units per acre. Mr. Wilkes noted that only approximately 5.83 acres are developable due to the presence of wetlands and floodplain areas. City staff found the request consistent with the comprehensive plan and confirmed that adequate infrastructure capacity exists, recommending transmittal for approval.

Discussion was held. Mr. Asbate and Mr. Holland expressed concerns regarding the proposed density, emphasizing that annexations more typically align with suburban residential densities of approximately five units per acre. Chair Lee and Mr. Hawkins also raised concerns about the site's environmental sensitivity, particularly its relationship to Trout Lake and surrounding conservation areas. Commissioners noted the absence of a detailed development plan at this stage and indicated that approving annexation without a clear understanding of site design, environmental mitigation, and long-term impacts limit their ability to make an informed decision.

City Attorney, Sasha Garcia, opened the public hearing at 5:39 p.m.

Michael Smith, a nearby resident, supported annexation but opposed the higher density, citing the natural character of the area.

Leah Faulkner provided detailed remarks on hydrological connectivity, stormwater concerns, and the ecological sensitivity of the site, urging the board to consider lower intensity development standards.

City Attorney Garcia closed the public hearing at 5:46 p.m.

Interim City Manager, Rick Gierok, clarified that prior restoration initiatives had improved water quality in Trout Lake and that it is no longer classified as an impaired water body. Following discussion, no motion was made by the board to transmit or deny the ordinance.

Ordinance Number 2026-15, pertaining to a Comprehensive Plan Amendment for the consideration of Future Land Use in connection with the annexation of the parcel identified as Alternate Key Number 1307104, received no motion; and therefore, failed for lack of a motion.

City Attorney Garcia confirmed that the absence of a motion resulted in the item failing due to lack of action. Consequently, related Ordinances 2026-14 and 2026-16 are also removed from further consideration.

Discussion was held. The board indicated a willingness to revisit the proposal in the future, contingent upon submission of a more detailed development plan, consideration of reduced density, and a clearer evaluation of environmental impacts.

2.2 Ordinance Number 2026-19: Consideration of Comprehensive Plan Amendment for Future Land Use Amendment for Parcel Alternate Key Number 1761310

Senior Planner Wilkes presented Ordinance Number 2026-19, this request concerns a future land use amendment for a 0.2-acre property located at 1430 Moran Street in Eustis. HE noted that the property, owned by Janice Wilson, is currently operating as a hair and beauty salon and has been in continuous use since 2002. He commented that the applicant sought to change the land use designation from “suburban residential” to “residential office transition”, while maintaining the existing urban neighborhood design district. Mr. Wilkes explained that the amendment would bring the long-standing commercial use into compliance with current land use regulations and allow for similar compatible uses in the future. City staff found the request consistent with the comprehensive plan, noting that utilities are available, no environmental constraints are present, and the site is located within a transitional area surrounded by mixed uses.

Discussion was held. Mr. Hawkins confirmed the long-term operation of the salon and inquired about the possibility of grandfathering the use. Mr. Wilkes clarified that while the business predated current regulations, complications arise when ownership changes, particularly because the existing suburban residential designation does not permit non-residential uses.

Mr. Ashcraft added that the applicant’s intent to purchase and potentially operate a different business, such as a mortgage office, necessitated alignment between zoning and actual use to avoid ongoing regulatory issues.

City Attorney Garcia opened the public hearing at 5:58 p.m.

Applicant, Julie Campilaro of Patriotic Mortgage, addressed the board and expressed interest in acquiring the property as a permanent business location. She noted that the site could accommodate her office while potentially retaining salon operations, thereby supporting local employment and contributing to the city’s economic activity.

No public opposition was presented during the hearing. City Attorney Garcia closed the public hearing at 5:59 p.m.

Motion made by Mr. Holland, Seconded by Vice Chair Ashcraft. Motion passed on the following vote:

Voting Yea: Mr. Hawkins, Mr. Holland, Mr. Asbate, Vice Chair Ashcraft, Chair Lee

2.3 Ordinance Number 2026-22: Comprehensive Plan Amendment for Consideration
Assignment of Future Land Use District to a Parcel with Alternate Key Number 1212685

Development Services Deputy Director, Jeff Richardson, presented Ordinance Number 2026-22 for consideration of a future land use assignment associated with annexation. The subject property, located at the corner of Orange Avenue and Beach Drive in Eustis, consists of approximately 2.62 acres, of which roughly 0.95 acres are wetlands, leaving about 1.67 acres developable. The request sought to change the land use designation from Lake County “urban low” to the City’s “suburban residential” with a rural neighborhood design district. Staff indicated that while water service is available, sewer is not, He noted the site presents constraints including wetlands, floodplain presence, and limited soil suitability. Despite these factors, staff found the request generally consistent with applicable land use regulations and recommended transmittal.

Discussion was held. Members, including Mr. Asbate and Mr. Ashcraft, questioned the compatibility of the proposed suburban residential designation with the surrounding area, which is characterized by lower-density and rural-style development. Concerns were raised about precedent, density allowances, and the inability to bind future development intensity at the annexation stage without a formal agreement. The discussion also highlighted ongoing challenges in the process, where annexation decisions are made without detailed development plans, leading to uncertainty and repeated reconsideration of similar cases.

City Attorney Garcia opened the public hearing at 6:05 p.m.

Public comments reflected strong neighborhood opposition, and public speakers included Kevin Kistner, Heather Gross, Amanda Hall, David Morris, and Dennis Robinson who cited concerns about increased traffic, limited access, environmental impacts to wetlands and nearby lakes, and the preservation of the areas rural character. Area residents emphasized infrastructure limitations, including lack of sewer service, and potential impacts on water quality and flooding. Alternative suggestions, such as preserving the land for recreational use, were also presented.

City Attorney Garcia closed the public hearing at 6:20 p.m.

The applicant, Ben Champion, clarified that the intent was not to develop multiple homes but rather to construct a single residence due to site constraints. He expressed his willingness to pursue a lower-density designation if necessary.

Discussion was held. Board members noted that such intentions could not be formally enforced without a development agreement, and any modification to the proposal would require readvertisement and a new application process.

The applicant, Mr. Champion, voluntarily withdrew his application. He stated his intent was to reapply under a lower-density category, effectively ending consideration of the ordinance at this time.

The application for Ordinance Number 2026-22, a Comprehensive Plan Amendment concerning the assignment of a Future Land Use District to the parcel identified by Alternate Key Number 1212685, was withdrawn by the applicant.

3. Adjournment: 6:21 p.m.

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to www.eustis.org and click on the video for the meeting. If available, the video recording may be accessible at <https://www.youtube.com/@EustisComRel/streams> or an audio recording may be requested from the office of the City Clerk.*

CHRISTINE HALLORAN
City Clerk

GARY ASHCRAFT
Vice Mayor/Commissioner



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: Rick Gierok, Interim City Manager

DATE: May 7, 2026

RE: First Reading Ordinance Number 2026-17: Approval of a Development Agreement with W. D. of America, Inc.

Introduction:

The purpose of this agenda item is to consider Ordinance Number 2026-17, which approves and authorizes execution of a Development Agreement between the City of Eustis and W.D. of America, Inc., as the property owner.

The Agreement is proposed pursuant to the Florida Local Government Development Agreement Act (Sections 163.3220–163.3243, Florida Statutes) and establishes development parameters, permitted uses, and performance obligations for a commercial project located on Parcel ID 06-19-27-0200-000-00500.

The Ordinance authorizes the Mayor and City Manager to execute the Agreement and directs the City to record the Agreement in the Public Records of Lake County, Florida, with the Developer responsible for reimbursement of recording costs, pursuant to Section 163.3239, Florida Statutes

Background:

W.D. of America, Inc. owns approximately 10 acres located in unincorporated Lake County at County Road 44A and County Road 44, more specifically described in Exhibit A of the Development Agreement. The property is proposed to be annexed into the City of Eustis with a General Commercial (GC) Future Land Use designation. The Developer has voluntarily elected to enter into a Development Agreement to establish predictable development standards and ensure compatibility with surrounding uses.

The City and the Property owner have negotiated a proposed Development Agreement that establishes development rights, obligations, infrastructure requirements, and voluntary compliance provisions in accordance with the Florida Local Government Development Agreement Act.

The proposed Development Agreement is subject to the requirements of Section 163.3225, Florida Statutes, which requires two (2) public hearings. The first public hearing is conducted with the City Commission sitting as the Local Planning Agency to review and make recommendations. The second public hearing is conducted by the City Commission to consider adoption of the ordinance approving the Development Agreement.

The Development Agreement functions as a voluntary covenant that imposes enhanced design and performance standards while preserving consistency with the Comprehensive Plan.

The Agreement includes:

- A commitment to develop the site consistent with the Preliminary Site Plan (Exhibit B).
- Voluntary design and operational standards that exceed current City requirements and are enforceable as contractual covenants.
- Two duly noticed public hearings are required and are being conducted in accordance with Section 163.3225, Florida Statutes, including a public hearing with the City Commission sitting as the Local Planning Agency and a subsequent public hearing for adoption.
- The Agreement also includes a 30-year term, recording requirements, and provisions ensuring consistency with the City's Comprehensive Plan.
- The Development Agreement does not create vested development rights or authorize development until all applicable conditions precedent, including annexation and the effective date of the agreement, have been satisfied.
- Approval of the Development Agreement promotes predictable and orderly development and serves a valid public purpose by establishing clear development standards for the property.

SUMMARY OF THE DEVELOPMENT AGREEMENT

The Development Agreement establishes permitted uses, development standards, and building intensities consistent with those described in the public notice published pursuant to Section 163.3225, Florida Statutes.

1. Permitted Uses

The Agreement allows a range of commercial uses, including:

- Neighborhood commercial
- Food and beverage store (including alcohol)
- Restaurants (with or without drive throughs)
- Retail sales and service
- Professional services and general office
- Common open space
- A passive park

A list of **prohibited uses** is included as Exhibit D (e.g., adult uses, vehicle repair, outdoor storage, bars/nightclubs, self-storage, tattoo parlors, cannabis dispensaries).

2. Development Standards & Design Requirements

The Agreement establishes detailed architectural and site design standards, including:

- Public entrances oriented to streets
- Massing relief for buildings over 150 feet
- Storefront character with 40–80% ground floor transparency
- At least three architectural features per elevation
- Perimeter buffers
- Conceptual architectural elevations (Exhibit C)

3. Open Space & Parks

The Developer must provide:

- **25% minimum open space**, including usable stormwater areas
- **At least one passive park** with benches, shade trees, and pedestrian pathways

4. Infrastructure Requirements

The Developer is responsible for:

- Water and wastewater extensions
- Stormwater management per SJRWMD and state requirements
- Internal road network (Standard Street, Commercial Drive, Commercial Street)
- Transportation improvements per the TIA
- Pedestrian and bicycle connectivity

5. Administration & Phasing

- Property may continue agricultural use until FECP approval or construction start
- Development may occur in one or multiple phases
- Certificates of Occupancy may be issued for completed phases

6. Term & Recording

- Agreement term: **30 years**, extendable by mutual consent
- City must record the Agreement within **14 days** of execution; Developer reimburses City for recording costs

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed Development Agreement is consistent with the City of Eustis Comprehensive Plan, including the applicable Future Land Use designation approved for the property, and is compatible with surrounding land uses.

Recommended Action:

Approval of Ordinance Number 2026-17, following the required two public hearings conducted in accordance with Section 163.3225, Florida Statutes, and subject to consistency with the City's Comprehensive Plan and Land Development Regulations.

Policy Implications:

The Agreement is consistent with the **General Commercial (GC)** Future Land Use designation and the City's LDRs. It provides enhanced design standards and ensures long term development certainty while preserving the City's regulatory authority under Section 163.3233, Florida Statutes.

Alternatives:

1. Approve Ordinance 2026-17 and authorize execution of the Development Agreement.
2. Deny the ordinance, which would prevent the Agreement from taking effect.
3. Modify the ordinance or Agreement and continue the item to a future meeting

Budget/Staff Impact:

There is no direct fiscal impact associated with the adoption of Ordinance Number 2026-17. The Agreement does not authorize development or obligate City funds. Any future fiscal impacts related to infrastructure, utilities, or public services would be addressed through applicable impact fees, utility fees, and concurrency requirements at the time of platting and permitting.

Business Impact Estimate:

This ordinance is exempt from the Business Impact Estimate requirement pursuant to Section 166.041(4)(a), Florida Statutes, as it does not regulate business activity. The ordinance approves a site-specific Development Agreement applicable only to the subject property and does not impose generally applicable regulations on businesses, professions, or occupations.

Recommended Action:

Approval of Ordinance Number 2026-17, following the required two public hearings conducted in accordance with Section 163.3225, Florida Statutes, and subject to consistency with the City's Comprehensive Plan and Land Development Regulations.

Prepared By:

Jeff Richardson, AICP, Interim Director, Development Services

Reviewed By:

Sasha Garcia, City Attorney

Miranda Burrowes, Deputy City Manager

ORDINANCE NUMBER 2026-17

AN ORDINANCE OF THE CITY OF EUSTIS, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EUSTIS AND W.D. OF AMERICA, INC., PURSUANT TO SECTIONS 163.3220–163.3243, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION TO EXECUTE; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, W.D. of America, Inc. (“Developer”) owns approximately 10.00 acres of land located in unincorporated Lake County, Florida, as legally described in Exhibit A of the Development Agreement; and

WHEREAS, the Developer has petitioned for annexation of the Property into the corporate limits of the City of Eustis and intends to develop the Property as a commercial project consistent with the City’s Comprehensive Plan and Land Development Regulations; and

WHEREAS, the Property is subject to a Future Land Use designation that permits the uses contemplated in the Development Agreement, and the Agreement is consistent with such designation; and

WHEREAS, the Development Agreement does not create vested rights or authorize development until all applicable conditions precedent, including annexation and effective date requirements, have been satisfied; and

WHEREAS, the Development Agreement is intended to operate in conjunction with the City’s Land Development Regulations and shall not be interpreted to supersede such regulations except as expressly provided therein; and

WHEREAS, the Development Agreement is intended to run with the land and bind all successors and assigns as provided therein; and

WHEREAS, the City and Developer desire to establish certain development rights, obligations, and conditions governing development of the Property through a Development Agreement executed pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220–163.3243, Florida Statutes; and

WHEREAS, the Development Agreement provides that it shall not become effective unless and until the Property is annexed into the City and the Agreement is fully executed and recorded in the Public Records of Lake County, Florida; and

WHEREAS, the City Commission finds that approval of the Development Agreement promotes the public health, safety, and welfare and is consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, on May 7, 2026, the City Commission, sitting as the Local Planning Agency, conducted a duly noticed public hearing to review and make recommendations regarding the proposed Development Agreement; and

WHEREAS, on May 21, 2026, the City Commission conducted a second duly noticed public hearing and considered adoption of the ordinance approving the Development Agreement; and

WHEREAS, the Development Agreement establishes permitted uses, development standards, and building intensities consistent with those described in the public notice published pursuant to Section 163.3225, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA:

SECTION 1. APPROVAL OF DEVELOPMENT AGREEMENT.

The Development Agreement between the City of Eustis and W.D. of America, Inc., attached hereto as Exhibit 1 and incorporated herein by reference, is hereby approved. The Agreement establishes development rights, obligations, and standards applicable to the Property for a term of thirty (30) years from the Effective Date.

SECTION 2. AUTHORIZATION TO EXECUTE.

The Mayor, Interim City Manager, and City Clerk are authorized to execute the Development Agreement on behalf of the City and to take all administrative actions necessary to implement its terms.

SECTION 3. RECORDING.

Pursuant to Section 163.3239, Florida Statutes, the City shall record the fully executed Development Agreement in the Public Records of Lake County, Florida, within fourteen (14) days of execution. Developer shall reimburse the City for all recording costs incurred.

SECTION 4. ENFORCEMENT.

The Development Agreement shall be enforceable by the City in accordance with its terms and applicable law, including Sections 163.3220–163.3243, Florida Statutes.

SECTION 5. CONFLICTS.

In the event of a conflict between this Ordinance and any prior ordinance or resolution of the City, this Ordinance shall control.

SECTION 6. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid, the remainder shall continue in full force and effect.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption; however, the Development Agreement shall become effective only upon annexation of the Property and recording of the Agreement as required therein.

ORDAINED, PASSED AND ADOPTED this 21st day of May 2026, by the City Commission of the City of Eustis, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this ____ day of _____ 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

Ordinance Number 2026-17
Development Agreement – W.D. of America, Inc.

Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Eustis’ website by the time notice of the proposed ordinance is published.

This form simply assists in determining whether a Business Impact Estimate must be completed under Florida law for the proposed ordinance. Should a Business Impact Estimate be required or should the City opt to provide one as a courtesy based on the selection below then a separate form with the statutory components of Section 166.041(4)(a) shall also accompany the proposed ordinance.

Ordinance Number	2026-17
Ordinance Subject	Development Agreement for W.D. of America, Inc.
Legal Advertising Date	April 27, 2026
First Reading On	5/7/2026
Second Reading On	5/21/2026

Ordinance Title

AN ORDINANCE OF THE CITY OF EUSTIS, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EUSTIS AND W.D. OF AMERICA, INC., PURSUANT TO SECTIONS 163.3220–163.3243, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION TO EXECUTE; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Based on the City’s review of the proposed ordinance (*must select one of the following*):

- The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

The City has determined that a Business Impact Estimate is NOT required as the following exemption applies to the proposed ordinance:

Section 166.041 (4)(c) exemption: It is enacted to implement development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243.



DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT (“Agreement”)**, dated as of the _____ day of _____, 2026, is entered into between the City of Eustis, a Florida Municipal Corporation (“City”), having an address at 10 N. Grove Street, Eustis, FL 32726, and W.D. of America, Inc., a Florida Corporation (“Developer”), having an address at 18526 County Road 44A, Eustis, FL 32736.

The Effective Date of this Agreement shall be the date on which (i) the City’s annexation ordinance for the Property becomes effective under Florida law, and (ii) this Agreement is fully executed and recorded in the Public Records of Lake County, Florida. This Agreement shall be null and void and of no force or effect unless and until the Property is annexed into the corporate limits of the City. No development rights, approvals, or expectations shall vest prior to the Effective Date. For purposes of this Agreement, “Developer” shall include W.D. of America, Inc., the owners of the Property (defined below) and/or their successors, assigns, or any buyers of the Property.

RECITALS

WHEREAS, Developer owns and holds title to certain real property located in unincorporated Lake County, Florida, consisting of approximately 10.00 acres, as more particularly described in Exhibit A attached hereto (the “**Property**”), which Property is proposed for annexation into the corporate limits of the City of Eustis; and

WHEREAS, Developer desires to develop the Property as a commercial development (the “**Project**”) in accordance with the City’s Comprehensive Plan, City’s Land Development Regulations (“**LDRs**”), and the terms of this Agreement; and

WHEREAS, the City and Developer desire to establish certain development rights, obligations, and conditions with respect to the development of the Property, including, but not limited to, development standards and other requirements; and

WHEREAS, the City finds this Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act, §§163.3220–163.3243, Florida Statutes, and the City’s Home Rule powers under Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Parties intend that this Agreement constitute a binding contract running with the land and a development agreement consistent with Section 163.3239, Florida Statutes; and

WHEREAS, the City finds that this Agreement and the development contemplated herein will promote the public health, safety, and welfare of the City; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

RECITALS; PURPOSE AND INTENT; AUTHORITY; DEFINITIONS

Section 1.1 Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.

Section 1.2 Purpose and Intent. This Agreement is intended to constitute a Development Agreement within the meaning of Sections 163.3220–163.3243, Florida Statutes, establishing certain rights, obligations, and development parameters applicable to the Property following its annexation into the City.

Development under this Agreement shall be consistent with the City of Eustis Comprehensive Plan and Land Development Regulations, as applicable upon the Effective Date. Nothing herein shall be construed as a comprehensive plan amendment or land use designation.

Nothing in this Agreement shall obligate the City to approve any permit, development order, or application that does not comply with applicable law.

This Agreement shall be considered and, if approved, adopted in accordance with the procedures set forth in Section 163.3225, Florida Statutes.

This Agreement is intended to satisfy the requirements of Section 163.3227, Florida Statutes. The permitted uses, development intensity, and applicable standards governing the Property are set forth in this Agreement and the City's Land Development Regulations. Public facilities required to serve the development shall be provided by the Developer or available from the City in accordance with applicable law. Development of the Property shall require the issuance of applicable development orders and permits in accordance with the City's Land Development Regulations. The City finds this Agreement consistent with the Comprehensive Plan upon the Effective Date.

Section 1.3 Authority. This Agreement is entered into under the authority of the City's Charter, Code of Ordinances, and LDRs, and under the "Municipal Home Rule Powers Act," Sections 166.011 et seq., Florida Statutes, and the "Florida Local Government Development Agreement Act," Sections 163.3220–163.3243, Florida Statutes.

Section 1.4 Condition Precedent; Effectiveness Upon Annexation. Notwithstanding any other provision of this Agreement, this Development Agreement shall not become effective unless and until the Property is annexed into the corporate limits of the City of Eustis by duly adopted annexation ordinance. The "Effective Date" shall be the date on which (i) the annexation ordinance becomes effective under Florida law, and (ii) this Agreement is fully executed and recorded in the Public Records of Lake County, Florida.

ARTICLE II DEVELOPMENT APPROVAL AND CONSISTENCY

Upon the Effective Date, and subject to approval of applicable comprehensive plan amendments, the Project is intended to be consistent with the City of Eustis Comprehensive Plan, including the General Commercial (GC) Future Land Use designation.

Developer shall design and construct the Project in substantial conformance with the Eustis Design Standards, the Operational Performance Standards for Industrial Uses, and the development parameters set forth in the City's LDRs and this Agreement. If any exhibit conflicts with the text of this Agreement, the text shall control.

ARTICLE III DEVELOPMENT STANDARDS

Section 3.1. Preliminary Site Plan. The Property shall be developed generally in accordance with the preliminary site plan attached hereto as Exhibit B (the "**Preliminary Site Plan**"). The Preliminary Site Plan is intended to provide a framework for development and may be refined through the City's site plan, and permitting processes, provided that such refinements are consistent with the objective and measurable standards set forth in this Agreement and the City's Land Development Regulations.

Minor modifications to the Preliminary Site Plan may be approved administratively by the City's Development Services Director, provided such modifications do not:

- (a) increase the overall development intensity or density;
- (b) reduce required open space or buffers;
- (c) materially alter access, circulation, or traffic patterns;
- (d) materially increase impacts to public facilities;
- (e) change the permitted uses or mix of uses;
- (f) materially alter building placement or site layout in a manner that affects compatibility with surrounding properties; or
- (g) conflict with the provisions of this Agreement.

Any modification not meeting the foregoing criteria shall require approval in accordance with Section 163.3225, Florida Statutes. All administrative determinations shall be in writing and subject to appeal pursuant to the City's Land Development Regulations.

Section 3.2. Permitted Uses. The following land uses are allowed as permitted principal uses and structures, together with their customary uses and accessory structures:

- (i) Neighborhood Commercial; Food and Beverage Store including alcohol; Restaurant (with or without drive-throughs); Retail Sales and Service; and Professional Services and General Office Uses;
- (ii) Common open space areas; and
- (iii) A park: passive and picnic.

Permitted uses are subject to the prohibited use restrictions set forth in Exhibit D.

Section 3.3. Design Standards. All development of the Property shall comply with the design standards set forth below (the "Design Standards").

Standard	Requirement
Public Entrance	Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface, or finish to give emphasis to the entrances.
Mass & Scale	Buildings that are more than 150' in length/width shall comply with the following. No more than 60' of horizontal distance of wall shall be provided without architectural relief a minimum of 30' wide & 3' deep for building walls and frontage walls facing the street.
Building Facade	Buildings shall provide a foundation or base, typically from ground to bottom of the lower window sills, with changes in volume or material. A clear visual division shall be maintained between the ground level floor and upper floors with either a cornice line or awning from 12' to 16' above base flood elevation or grade, whichever applies to the proposed development.
Building Features	Buildings shall utilize at least three (3) of the following design features to provide visual relief along all elevations of the building:

	<ul style="list-style-type: none"> (1) Divisions or breaks in materials (materials should be drawn from a common palette). (2) Window bays. (3) Separate entrances and entry treatments, porticoes extending at least 5'. (4) Variation in roof lines. (5) Awnings installed in increments of 15' or less. (6) Dormers. (7) Canopies, extending at least 5'. (8) Overhang extending at least 5'. (9) Recessed entries (at least 3' from the primary façade). (10) Protruding entries (at least 3 from the primary façade). (11) Covered porch entries.
Storefront Character	<p>Commercial buildings shall express a "storefront character". This guideline is met by providing all of the following architectural features along the building frontage as applicable.</p> <ul style="list-style-type: none"> (1) Corner building entrances on corner lots. (2) Regularly spaced and similar-shaped windows with window hoods or trim (all building stories). (3) <i>Large display windows.</i> All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40% and a maximum 80% of the ground floor of each storefront's linear frontage. Blank walls shall not occupy over 50% of a street-facing frontage and shall not exceed 30 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement.
Additional Features	<p>Entrances on corner areas; Uniformly spaced and similarly shaped windows with hoods or trims, on all stories; and Large Display Windows on the ground floor: All street-facing, park facing and plaza facing structures must include windows covering 40 – 80% of the ground floored liner frontage.</p>
Orientation	<p>The primary building entrances shall be visible and directly accessible from a street. Building massing such as tower elements shall be used to call-out the location of building entries.</p>

All design standards set forth herein shall be applied and interpreted in a manner consistent with the City's Land Development Regulations and applicable objective and measurable criteria to the maximum extent practicable.

Section 3.4. Development Guidelines. All commercial buildings within the development shall be generally consistent with the architectural styles shown in the attached architectural elevations, attached hereto as Exhibit C (the "**Conceptual Architectural Elevations**"). The Conceptual Architectural Elevations shall include, at a minimum, the following standards:

(i) Place Making: The Project shall integrate design elements that promote a sense of community, encourage social interaction, and contribute to the City's unique character.

(ii) Organic Outdoor Spaces: The Developer will include organic outdoor spaces that foster connection to nature, encourage public gathering, and reflect the City's commitment to sustainable place-making.

(iii) **Store Front Character:** The Developer shall ensure storefront character that emphasizes transparency, pedestrian orientation, and architectural detail consistent with the City's design standards.

(iv) **Landscaped Internal Parking Lots:** The internal parking lots will be enhanced with landscaping that provides shade, aesthetic character, and a welcoming environment for both vehicles and pedestrians, as depicted on the Preliminary Site Plan.

(v) **Perimeter Buffers:** A minimum perimeter buffer of 15 ft shall be provided; provided, however, where the property shares the eastern property line with industrial uses, the perimeter buffer shall be 20 ft. A perimeter fence and/or wall (e.g., precast) is permitted and may be placed along the overall Property perimeter. All perimeter buffers and fencing shall be maintained by the Developer or its successor-in-interest, in accordance with City enforcement provisions.

Section 3.5. Open Space. Developer shall provide open space within the development equal to not less than twenty-five percent (25%) of the gross area of the Property, as generally shown on the Preliminary Site Plan. Open space may include landscaped areas, buffers, stormwater management facilities, and other green spaces. Any stormwater or retention pond areas counted toward the open space requirement shall be designed and constructed as accessible and usable amenities for the development, such as natural landscaping, pedestrian pathways, benches, or other recreational improvements to promote usability and integration with the development.

Section 3.6. Parks and Recreation. Developer shall design and construct at least one (1) park or recreational area within the development, as generally shown on the Preliminary Site Plan. Such park shall be located to maximize accessibility and shall include, at a minimum, passive recreational amenities such as benches, shade trees, and pedestrian pathways/trails for visitors.

Section 3.7. Roads and Streets. Developer shall design and construct all internal development roads to provide safe and adequate vehicular ingress and egress, consistent with the City's standards and the City's LDR's. The permitted street classifications within the development shall be 'Standard Street', 'Commercial Drive' and 'Commercial Street', as defined and regulated by the City's LDRs.

Section 3.8. Access and Transportation Improvements. The Preliminary Site Plan identifies the anticipated access connection locations; however, the final locations may be adjusted based on final engineering design and permitting considerations. Any modification to the access locations serving the development shall not be deemed a major amendment. Transportation system improvements will be provided as required by permitting agencies and as needed according to the Transportation Impact Analysis (TIA) for the Project.

Section 3.9. Pedestrian Walkways, Bike Trails, and Connectivity. Developer shall design and construct pedestrian walkways, sidewalks, crosswalks, and bike trails to promote safe, efficient, and multi-modal interconnectivity within the development, consistent with City standards and the City's LDRs.

Section 3.10. Parking. Parking shall be permitted in the following zones:

- (i) Zone 1: the lot area between the principal building and the front property line abutting the right-of-way;
- (ii) Zone 3: the lot area between the principal building and any rear property line; and
- (iii) Zone 4: the lot area between the principal building and the side property line abutting the right-of-way of a side street.

Section 3.11. Landscaping. Landscaping within the Property shall comply with the City's LDRs. In addition, street trees shall be installed along both sides of all internal streets at regular intervals not to exceed fifty (50) feet on center, unless otherwise approved by the City's Development Services Director. Tree species shall be selected from the City's approved tree list and shall be of a minimum 2-inch caliper at time of planting.

Section 3.12. Lighting. Developer and/or its designated utility provider shall provide street lighting and other necessary lighting within the development consistent with City LDR standards, designed to promote safety and minimize light spillover onto adjoining properties.

Section 3.13. Signage. Signage within the development shall be permitted (under a separate process through the Building Department) and installed in accordance with the City's LDRs.

Section 3.14. Development under this Agreement shall remain consistent with the City of Eustis Comprehensive Plan. Nothing herein constitutes or effects a land use or comprehensive plan amendment. All development shall comply with applicable provisions of the City's Land Development Regulations, except as expressly modified by this Agreement in accordance with Section 163.3233, Florida Statutes.

ARTICLE IV INFRASTRUCTURE AND PUBLIC FACILITIES

Section 4.1. Water and Wastewater. Developer shall be responsible for the construction and extension of water and wastewater infrastructure necessary to serve the Property, at Developer's sole cost and expense, subject to City review and approval.

Provision of water and wastewater service is subject to the availability of legally sufficient capacity, payment of all applicable connection fees and charges, and compliance with all applicable City ordinances and regulations.

Nothing in this Agreement shall be construed as a reservation or guarantee of utility capacity or service availability. The City shall have no obligation to extend utility services beyond that required by applicable law or existing adopted utility service policies. Nothing herein shall be construed to create any obligation on the part of the City to serve the Property except in accordance with applicable law and available capacity. Nothing herein shall be construed as a determination of available capacity for concurrency purposes.

Section 4.2. Grading. Developer shall grade the Property in a manner consistent with approved construction plans, ensuring compatibility with surrounding properties and minimizing adverse impacts on drainage and natural features.

Section 4.3. Stormwater Management. Developer shall design and construct stormwater management facilities in accordance with applicable SJRWMD, state, and federal requirements.

Section 4.4. Concurrency. Developer shall comply with all concurrency requirements and shall be responsible for proportionate share mitigation consistent with Section 163.3180, Florida Statutes, and the City's adopted concurrency management procedures to mitigate the direct impacts of the Project, as applicable, in accordance with the City's LDRs. Prior to the issuance of building permits, Developer shall demonstrate to the City's satisfaction that adequate public facilities, including transportation, potable water, wastewater, solid waste, stormwater, and parks/recreation, are available concurrent with the impacts of the development, or that such improvements will be provided in accordance with applicable law. Nothing in this Agreement shall obligate the City to construct, fund, or finance any public facility or improvement.

Section 4.5. Fire Code; Emergency Access. All site plans, construction, and improvements within the Property must comply with the City's currently adopted Fire Code, as amended from time to time. Adequate fire hydrants, water pressure, and emergency access routes shall be provided in locations approved by the City's Fire Department, at Developer's expense.

Section 4.6. Indemnification. Developer shall indemnify, defend, and hold harmless the City, its elected officials, officers, agents, and employees from any and all claims, damages, losses, liabilities,

or expenses, including attorney's fees and costs, arising out of or resulting from Developer's negligence, willful misconduct, or failure to comply with this Agreement, except to the extent caused by the sole negligence or willful misconduct of the City.

ARTICLE V DEVELOPMENT ADMINISTRATION

Section 5.1. Post-Annexation. Following annexation, any lawful agricultural use existing on the Property as of the Effective Date may continue as a legal nonconforming use in accordance with the City's Land Development Regulations, until such time as development activity authorized under this Agreement commences. Any such agricultural use shall comply with all applicable federal, state, and local regulations.

All rights and obligations under this Agreement are expressly conditioned upon annexation of the Property. No provision of this Agreement shall apply prior to the Effective Date.

Section 5.2. Phasing. Development of the Property may occur in a single phase or in multiple phases, subject to City approval during the permitting process. If the Developer elects to proceed in multiple phases, the Developer may apply for and obtain Certificates of Occupancy for any units within a phase that has been completed in compliance with the City's Land Development Regulations (LDRs), notwithstanding that other phases remain under review or construction.

ARTICLE VI MISCELLANEOUS

Section 6.1. Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and delivered to all other parties at the addresses below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered US Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 5:00 P.M. on a business day and the original also is sent via overnight courier or US Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Developer:	Name: W.D. of America, Inc. Attention: Denton Cairnes Address: 18526 County Road 44A, Eustis, FL 32736 Telephone: (352) 314-2123
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with a copy to:	Name: Travis Sawchuk Address: 18526 County Road 44A, Eustis, FL 32736 Telephone: (352) 267-1702 Email: floridafutures1@gmail.com
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To City:	Name: City of Eustis Attention: Rick Gierok, Interim City Manager
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Address: 10 N Grove St #3, Eustis, FL
32726
Telephone: (352) 483-5430
Email: gierokr@eustis.org

with a copy to:

Name: Bowen Schroth
Attention: Sasha Garcia, Esq.,
City Attorney
Address: 600 Jennings Ave, Eustis, FL
32726
Telephone: (352) 589-1414
Email: sgarcia@bowenschroth.com

Any party may change its address for purposes of this Section by giving written notice as provided in this Section. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section.

Section 6.2. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. The parties agree venue lies in Lake County, Florida.

Section 6.3. Compliance with Laws and Regulations. Except as otherwise provided herein and in accordance with Section 163.3233, Florida Statutes, the laws, regulations, and policies governing development of the Property shall be those in effect on the Effective Date of this Agreement. No development rights shall vest prior to the Effective Date. In the instance of conflict between the City's LDRs, the City Code, or any prior agreements related to the Property and this Agreement, this Agreement shall control to the extent permitted by Section 163.3233, Florida Statutes. To the extent this Agreement is silent, the development of the Property shall comply with the City's Code, LDRs, and other applicable standards, including the permitted design standards applicable to the Property's applicable Future Land Use designation as approved through the City's comprehensive plan amendment process. No subsequently adopted ordinances, policies, or procedures of the City governing the development of land shall apply to the Property except in accordance with the provisions of Section 163.3233(2), Florida Statutes, or as otherwise expressly provided herein. All development must comply with all applicable regulations of county, state, local, and federal agencies, as well as state and federal laws.

Notwithstanding the foregoing, the City retains the authority to apply subsequently adopted regulations as permitted under Section 163.3233(2), Florida Statutes, including but not limited to regulations addressing public health, safety, and welfare.

Section 6.4. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns in title or interest. The provisions of this Agreement, together with all plans approved in connection herewith, shall run with the land and shall be implemented and enforced in accordance with the City's LDRs.

Section 6.5. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.6. Interpretation and Construction. Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun regarding gender shall include the neutral, masculine, feminine, and plural.

Section 6.7. Severability. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.8. Waiver; Remedies. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 6.9. Enforcement; Remedies. A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. Disputes arising under this Agreement shall first be addressed through the mediation process prescribed by Section 163.3235, Florida Statutes. The Parties acknowledge that this Agreement constitutes a contractual covenant; either Party may seek specific performance or damages in a court of competent jurisdiction. The prevailing party shall recover reasonable attorney's fees and costs, including appellate fees.

Nothing herein shall limit the City's exercise of its police powers to protect the public health, safety, and welfare.

Section 6.10. Default Notice and Cure Period. Notwithstanding the foregoing, no party shall be deemed in default under this Agreement unless it has received written notice from the non-defaulting party specifying the nature of the alleged default and has failed to cure such default within thirty (30) days from receipt of such notice; provided, however, that if such default is not reasonably curable within said thirty (30) days, the defaulting party shall not be in default so long as it commences cure within such period and diligently pursues same to completion. This provision shall not limit the City's right to withhold permits or approvals for noncompliance with the conditions imposed by this Agreement.

Section 6.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

Section 6.12. Entire Agreement. This Agreement, together with the Preliminary Site Plan, all exhibits and all related schedules, constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the Preliminary Site Plan, and the related exhibits and schedules (other than an exception expressly set out as such in the schedules), the statements in the body of this Agreement shall control.

Section 6.13. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 6.14. Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, except as otherwise provided for in Section 3.1.

Section 6.15. Term of Agreement. The term of this Agreement shall terminate thirty (30) years after the Effective Date; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 6.16. Recording. Pursuant to Section 163.3239, Florida Statutes, the City shall record this Agreement in the Official Records of Lake County, Florida, within fourteen (14) days following full execution. Developer shall reimburse the City for all recording costs.

The recorded agreement shall include the legal description in Exhibit A and shall be identified on the recorded cover page as a Development Agreement pursuant to Sections 163.3220–163.3243, Florida Statutes, for indexing purposes.

Section 6.17. No Permit Approval; No Vested Rights. Nothing in this Agreement shall be construed to:


- (a) require the City to approve any development order, permit, or application;
- (b) limit the City’s authority to apply applicable laws and regulations; or
- (c) create any vested right except as expressly provided in accordance with Section 163.3233, Florida Statutes.


Developer acknowledges that this Agreement does not constitute a guarantee of development approval or a governmental taking, and that all development remains subject to applicable law and that no provision of this Agreement shall be interpreted to limit the City’s legislative or quasi-judicial authority. Any vested rights shall arise only in accordance with Section 163.3233, Florida Statutes, and only upon the issuance of a development order consistent with this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Executed pursuant to Sections 163.3220–163.3243, Florida Statutes

Witness #1:
 By: 
 Print Name: Anna Kostermond
 Address: 10 N. Grand St
Eustis FL 32727

DEVELOPER:
 By: W. D. of America, Inc., a Florida Corporation
 By: 
 Name: Denton Cairnes
 Title: President

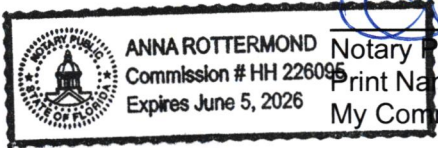
Witness #2:

By: [Signature]
Print Name: Denise L. Mikida
Address: 10 N Grove St
Eustis, FL 32707

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of April, 2020, by Denton Cairnes as President of W. D. of America, Inc., a Florida Corporation, on behalf of the company, who is personally known to me or has produced Drivers license as identification.

(SEAL)

[Signature]
 ANNA ROTTERMOND Notary Public, State of _____
Commission # HH 226095 Print Name: _____
Expires June 5, 2026 My Commission Expires: _____

Executed pursuant to Sections 163.3220–163.3243, Florida Statutes

Witness #1:
By: _____
Print Name: _____
Address: _____

CITY:
City of Eustis, a Florida Municipal Corporation
By: _____
Name: _____
Title: _____

Witness #2:
By: _____
Print Name: _____
Address: _____

Attest:

Christine Halloran, City Clerk

Approved as to form:

Sasha Garcia, City Attorney

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, as _____ of the City of Eustis, a Florida Municipal Corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of _____
Print Name: _____
My Commission Expires: _____

**EXHIBIT A
PROPERTY DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

A portion of Lots 5, 6, and 7, C.M. Rehrer's Subdivision, according to the plat thereof, as recorded in Plat Book 1, Page 50, of the Public Records of Lake County, Florida, lying in Section 6, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Beginning at the Northwest corner of Tract S, Spring Ridge Estates, according to the plat thereof, as recorded in Plat Book 58, Pages 28 through 30, of the Public Records of Lake County, Florida, and with the Easterly Right-of-Way line of County Road No. 44, North 00°04'26" West, 115.21 feet, to the intersection of the Easterly Right-of-Way line of said County Road No. 44 and the Northerly line of said Lot 7; thence continuing with the Easterly Right-of-Way line of said County Road No. 44, North 00°13'04" West, 366.04 feet, to the beginning of a non-tangent curve concave Southeasterly; thence with a radius of 258.33 feet, a delta of 90°32'39", and a chord bearing and distance of North 45°01'32" East, 367.07 feet, Northeasterly along said curve, an arc length of 408.24 feet, to the end of said curve on the Southerly Right-of-Way line of County Road No. 44A; thence with the Southerly Right-of-Way line of said County Road No. 44A, South 89°36'40" East, 344.52 feet, to a point lying 163.90 feet Westerly of the Westerly line of the lands described in Official Records Book 5581 Page 918, of the Public Records of Lake County, Florida; thence with a line parallel with the Westerly line of said lands described in Official Records Book 5581, Page 918, South 00°20'56" East, 743.66 feet, to the Northerly line of said Spring Ridge Estates; thence with the Northerly line of said Spring Ridge Estates, North 89°29'59" West, 607.20 feet, to the Point of Beginning.

Parcel Identification Number: 061927-0200-000-00500

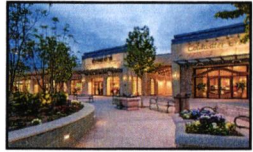
**EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN**

(See attached)

**EXHIBIT C
CONCEPTUAL ARCHITECTURAL ELEVATIONS**

EXHIBIT B

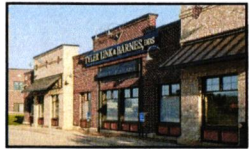
PRELIMINARY SITE PLAN



Store Front Character



Store Front Character



Store Front Character



'Flex' Business Park



Plaza Style Retail Experience



Hardscape / Landscape Blend



Organic Outdoor Spaces

44A / 44 Retail & Business Park Project

Preliminary Design Prepared For:
WD OF AMERICA
T & S FL PARTNERS, INC.



Exterior Elevations



Exterior Elevations

EXHIBIT D

PROHIBITED USES

The following uses are expressly prohibited on the Property. These restrictions are intended to ensure compatibility with surrounding development, maintain the desired commercial character of the Project, and promote the public health, safety, and welfare of the City. These prohibitions shall run with the land and shall be enforceable as covenants pursuant to Section 163.3239, Florida Statutes.

1. Prohibited Principal Uses. The following uses shall not be permitted as principal uses or structures within the Property:

1. **Adult entertainment establishments**, including but not limited to adult bookstores, adult theaters, adult arcades, and similar uses.
2. **Vehicle-related uses**, including:
 - Vehicle repair or service facilities
 - Vehicle sales or leasing
 - Vehicle washing establishments (automatic or manual)
3. **Outdoor storage**, including the outdoor storage of materials, equipment, merchandise, or vehicles, except as may be expressly approved as part of a permitted use.
4. **Heavy industrial uses**, including fabrication, processing, assembly, or similar high-intensity industrial operations.
5. **Bars, or nightclubs**
6. **Self-storage or mini-warehouse facilities**, including climate-controlled or non-climate-controlled storage.
7. **Tattoo parlors or body-piercing establishments.**
8. **Cannabis dispensaries**, unless expressly authorized by the City Commission through a separate legislative action.
9. **Short-term rentals**, including transient lodging, vacation rentals, or similar uses not classified as hotels or motels.
10. **Any use not expressly listed as a permitted use** in Section 3.2 of this Agreement or otherwise approved through a subsequent amendment consistent with Section 163.3225, Florida Statutes.

2. Prohibited Accessory Uses: The following accessory uses are prohibited:

1. Outdoor loudspeaker systems or amplified music intended to project beyond the building envelope, except for temporary events approved by the City.
2. Outdoor display areas not integrated into the approved site plan.
3. Outdoor overnight parking of commercial vehicles exceeding 10,000 lbs. GVWR, except for delivery vehicles actively servicing the site.

3. Interpretation. If a proposed use is not clearly identified as permitted or prohibited, the City's Development Services Director shall determine whether the use is:

- consistent with the intent of the permitted uses, or
- similar in nature to a prohibited use.

Any determination shall be based on objective criteria in the City's Land Development Regulations and shall be subject to appeal pursuant to the City's LDRs. In the event of any conflict between this Exhibit and the body of this Agreement, the body of this Agreement shall control. All determinations shall be consistent with the City's Comprehensive Plan and Land Development Regulations and shall

be interpreted in a manner that avoids conflicts with applicable land use and land development regulations.

EXHIBIT E

Proof of Publication and Public Hearing Notice (163.3225)



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: May 7, 2026

RE: First Reading of Ordinance Number 2026-18: Approval of a Development Agreement with T & S FL Partners, Inc.

Introduction:

The purpose of this agenda item is to consider Ordinance Number 2026-18, which approves and authorizes execution of a Development Agreement between the City of Eustis and T & S FL Partners, Inc., as property owner.

The Agreement is proposed pursuant to the Florida Local Government Development Agreement Act (Sections 163.3220–163.3243, Florida Statutes) and establishes development parameters, permitted uses and performance obligations for a commercial/industrial project located on Parcel ID 06-19-27-0200-000-00501.

The Ordinance authorizes the Mayor and City Manager to execute the Agreement and directs the City to record the Agreement in the Public Records of Lake County, Florida, with the Developer responsible for reimbursement of recording costs, pursuant to Section 163.3239, Florida Statutes.

Background:

T & S FL Partners owns approximately 2.8 acres located in unincorporated Lake County, Florida at County Road 44A and County Road 44, as more specifically described in Exhibit A of the Development Agreement. The property is proposed to be annexed into the City of Eustis with a Mixed Commercial-Industrial (MCI) Future Land Use designation. The Developer has voluntarily elected to enter into a Development Agreement to establish predictable development standards and ensure compatibility with surrounding uses.

The City and the Property owner have negotiated a proposed Development Agreement that establishes development rights, obligations, infrastructure requirements, and voluntary compliance provisions in accordance with the Florida Local Government Development Agreement Act.

The proposed Development Agreement is subject to the requirements of Section 163.3225, Florida Statutes, which requires two (2) public hearings. The first public hearing is conducted with the City Commission sitting as the Local Planning Agency to review and make recommendations. The second public hearing is conducted by the City Commission to consider adoption of the ordinance approving the Development Agreement.

The Development Agreement is a voluntary covenant that imposes enhanced design and performance standards while remaining consistent with the Comprehensive Plan.

The Agreement includes:

A commitment to develop the site consistent with the Preliminary Site Plan (Exhibit B).

Voluntary design and operational standards that exceed current City requirements and are enforceable as contractual covenants.

Two duly noticed public hearings are required and are being conducted in accordance with Section 163.3225, Florida Statutes, including a public hearing with the City Commission sitting as the Local Planning Agency and a subsequent public hearing for adoption.

The Agreement also includes a 30-year term, recording requirements, and provisions ensuring consistency with the City's Comprehensive Plan.

The Development Agreement does not create vested development rights or authorize development until all applicable conditions precedent, including annexation and the effective date of the agreement, have been satisfied.

Approval of the Development Agreement promotes predictable and orderly development and serves a valid public purpose by establishing clear development standards for the property.

SUMMARY OF DEVELOPMENT AGREEMENT

The Development Agreement establishes permitted uses, development standards, and building intensities consistent with those described in the public notice published pursuant to Section 163.3225, Florida Statutes.

Permitted Uses

- Professional services and general office
- Research lab without manufacturing
- Small artisanal manufacturing or assembly
- Light assembly operations
- Accessory warehousing
- Employee count limited to 2–3 per business due to limited parking

Prohibited Uses

Includes but is not limited to: restaurants, retail stores, convenience stores, drive-thru facilities, car washes, pharmacies, indoor shooting ranges, major vehicle repair, schools, and wireless communication towers.

Design & Development Standards

- Architectural consistency with conceptual elevations (Exhibit C)
- Minimum 25% open space
- Perimeter buffers
- Street trees every 50 ft
- Parking allowed in Zones 1, 3, and 4
- Compliance with City LDRs and applicable state/federal regulations

Infrastructure Requirements

- Developer-funded water and wastewater extensions
- Stormwater facilities meeting SJRWMD and state requirements
- Concurrency compliance and proportionate share mitigation
- Fire Code compliance, hydrants, and emergency access

Administrative Provisions

- Agricultural use may continue until FECP approval or construction
- Phasing permitted
- 30-year term with option for extension
- Recording required within 14 days of execution

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed Development Agreement is consistent with the City of Eustis Comprehensive Plan, including the applicable Future Land Use designation approved for the property, and is compatible with surrounding land uses.

Recommended Action:

Approval of Ordinance Number 2026-18, following the required two public hearings conducted in accordance with Section 163.3225, Florida Statutes, and subject to consistency with the City's Comprehensive Plan and Land Development Regulations.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Number 2026-18.
2. Approve with modifications to the Development Agreement.
3. Deny the ordinance and provide direction to staff.

Budget/Staff Impact:

There is no direct fiscal impact associated with the adoption of Ordinance Number 2026-18. The Agreement does not authorize development or obligate City funds. Any future fiscal impacts related to infrastructure, utilities, or public services would be addressed through applicable impact fees, utility fees, and concurrency requirements at the time of platting and permitting.

Business Impact Estimate:

This Ordinance is exempt from the Business Impact Estimate requirement pursuant to Section 166.041(4)(a), Florida Statutes, as it does not regulate business activity. The ordinance approves a site-specific Development Agreement applicable only to the subject property and does not impose generally applicable regulations on businesses, professions, or occupations.

Prepared By:

Jeff Richardson, AICP, Interim Director, Development Services

Reviewed By:

Sasha Garcia, City Attorney
Miranda Burrowes, Deputy City Manager

ORDINANCE NUMBER 2026-18

AN ORDINANCE OF THE CITY OF EUSTIS, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EUSTIS AND T & S FL PARTNERS, INC., PURSUANT TO SECTIONS 163.3220–163.3243, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION TO EXECUTE; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, T & S FL Partners, Inc. (“Developer”) owns approximately 2.8 acres of land located in unincorporated Lake County, Florida, as legally described in Exhibit A of the Development Agreement; and

WHEREAS, the Developer has petitioned for annexation of the Property into the corporate limits of the City of Eustis and intends to develop the Property as a mixed commercial–industrial project consistent with the City’s Comprehensive Plan and Land Development Regulations; and

WHEREAS, the Property is subject to a Future Land Use designation that permits the uses contemplated in the Development Agreement, and the Agreement is consistent with such designation; and

WHEREAS, the Development Agreement does not create vested rights or authorize development until all applicable conditions precedent, including annexation and effective date requirements, have been satisfied; and

WHEREAS, the Development Agreement is intended to operate in conjunction with the City’s Land Development Regulations and shall not be interpreted to supersede such regulations except as expressly provided therein; and

WHEREAS, the Development Agreement is intended to run with the land and bind all successors and assigns as provided therein; and

WHEREAS, the City and Developer desire to establish development rights, obligations, and conditions governing the development of the Property through a Development Agreement executed pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220–163.3243, Florida Statutes; and

WHEREAS, the Development Agreement provides that it shall not become effective unless and until the Property is annexed into the City and the Agreement is fully executed and recorded in the Public Records of Lake County, Florida; and

WHEREAS, the City Commission finds that approval of the Development Agreement promotes the public health, safety, and welfare and is consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, on May 7, 2026, the City Commission, sitting as the Local Planning Agency, conducted a duly noticed public hearing to review and make recommendations regarding the proposed Development Agreement; and

WHEREAS, on May 21, 2026, the City Commission conducted a second duly noticed public hearing and considered adoption of the ordinance approving the Development Agreement; and

WHEREAS, the Development Agreement establishes permitted uses, development standards, and building intensities consistent with those described in the public notice published pursuant to Section 163.3225, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA:

SECTION 1. APPROVAL OF DEVELOPMENT AGREEMENT.

The Development Agreement between the City of Eustis and T & S FL Partners, Inc., attached hereto as Exhibit 1 and incorporated herein by reference, is hereby approved. The Agreement establishes development rights, obligations, and standards applicable to the Property for a term of thirty (30) years from the Effective Date.

SECTION 2. AUTHORIZATION TO EXECUTE.

The Mayor, Interim City Manager, and City Clerk are authorized to execute the Development Agreement on behalf of the City and to take all administrative actions necessary to implement its terms.

SECTION 3. RECORDING.

Pursuant to Section 163.3239, Florida Statutes, the City shall record the fully executed Development Agreement in the Public Records of Lake County, Florida, within fourteen (14) days of execution. Developer shall reimburse the City for all recording costs.

SECTION 4. ENFORCEMENT.

The Development Agreement shall be enforceable by the City in accordance with its terms and applicable law, including Sections 163.3220–163.3243, Florida Statutes.

SECTION 5. CONFLICTS.

In the event of a conflict between this Ordinance and any prior ordinance or resolution of the City, this Ordinance shall control.

Ordinance Number 2026-18: Development Agreement – T & S FL PARTNERS, INC.

Page 2 of 4

SECTION 6. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid, the remainder shall continue in full force and effect.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption; however, the Development Agreement shall become effective only upon annexation of the Property and recording of the Agreement as required therein.

ORDAINED, PASSED AND ADOPTED this 21st day of May 2026, by the City Commission of the City of Eustis, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this ____ day of _____ 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Commission No:

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT (“Agreement”)**, dated as of the _____ day of _____, 2026, is entered into between the City of Eustis, a Florida Municipal Corporation (“City”), having an address at 10 N. Grove Street, Eustis, FL 32726, and T & S FL Partners, Inc., a Florida Corporation (“Developer”), having an address at 18526 County Road 44A, Eustis, FL 32736.

The Effective Date of this Agreement shall be the date on which (i) the City’s annexation ordinance for the Property becomes effective under Florida law, and (ii) this Agreement is fully executed and recorded in the Public Records of Lake County, Florida. This Agreement shall be null and void and of no force or effect unless and until the Property is annexed into the corporate limits of the City. No development rights, approvals, or expectations shall vest prior to the Effective Date.

For purposes of this Agreement, “Developer” shall include T & S FL Partners, Inc., the owners of the Property (defined below) and/or their successors, assigns, or any buyers of the Property.

ARTICLE I. RECITALS; PURPOSE AND INTENT; AUTHORITY.

Section 1.1 Recitals.

WHEREAS, Developer owns and holds title to certain real property consisting of approximately 2.8 acres, located in unincorporated Lake County, Florida, as more particularly described in Exhibit A attached hereto (the “**Property**”), which Property is proposed for annexation into the corporate limits of the City of Eustis; and

WHEREAS, Developer desires to develop the Property as a mixed commercial industrial development (the “**Project**”) in accordance with the City’s Comprehensive Plan, City’s Land Development Regulations (“**LDRs**”), and the terms of this Agreement; and

WHEREAS, the City and Developer desire to establish certain development rights, obligations, and conditions with respect to the development of the Property, including, but not limited to, development standards and other requirements; and

WHEREAS, the Parties intend that this Agreement constitute a binding contract running with the land and a development agreement consistent with Section 163.3239, Florida Statutes; and

WHEREAS, the City finds that this Agreement and the development contemplated herein will promote the public health, safety, and welfare of the City; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.2 Purpose and Intent. This Agreement is intended to constitute a Development Agreement within the meaning of Sections 163.3220–163.3243, Florida Statutes, establishing certain rights, obligations, and development parameters applicable to the Property following its annexation into the City.

Development under this Agreement shall be consistent with the City of Eustis Comprehensive Plan and Land Development Regulations, as applicable upon the Effective Date. Nothing herein shall be construed as a comprehensive plan amendment or land use designation.

Nothing in this Agreement shall obligate the City to approve any permit, development order, or application that does not comply with applicable law.

This Agreement shall be considered and, if approved, adopted in accordance with the procedures set forth in Section 163.3225, Florida Statutes.

This Agreement is intended to satisfy the requirements of Section 163.3227, Florida Statutes. The permitted uses, development intensity, and applicable standards governing the Property are set forth in this Agreement and the City's Land Development Regulations. Public facilities required to serve the development shall be provided by the Developer or available from the City in accordance with applicable law. Development of the Property shall require the issuance of applicable development orders and permits in accordance with the City's Land Development Regulations. The City finds this Agreement consistent with the Comprehensive Plan upon the Effective Date.

Section 1.3 Authority. This Agreement is entered into under the authority of the City's Charter, Code of Ordinances, and LDRs, and under the "Municipal Home Rule Powers Act," Sections 166.011 et seq., Florida Statutes, and the "Florida Local Government Development Agreement Act," Sections 163.3220–163.3243, Florida Statutes.

Section 1.4 Condition Precedent; Effectiveness Upon Annexation. Notwithstanding any other provision of this Agreement, this Development Agreement shall not become effective unless and until the Property is annexed into the corporate limits of the City of Eustis by duly adopted annexation ordinance. The "Effective Date" shall be the date on which (i) the annexation ordinance becomes effective under Florida law, and (ii) this Agreement is fully executed and recorded in the Public Records of Lake County, Florida.

ARTICLE II. DEVELOPMENT APPROVAL AND CONSISTENCY.

Upon the Effective Date, and subject to approval of applicable comprehensive plan amendments, the Project is intended to be consistent with the City of Eustis Comprehensive Plan, including the Mixed Commercial Industrial (MCI) Future Land Use designation.

Developer shall design and construct the Project in substantial conformance with the Eustis Design Standards, the Operational Performance Standards for Industrial Uses,

and the development parameters set forth in the City's LDRs and this Agreement. If any exhibit conflicts with the text of this Agreement, the text shall control.

ARTICLE III. DEVELOPMENT STANDARDS.

Section 3.1 Preliminary Site Plan. The Property shall be developed generally in accordance with the preliminary site plan attached hereto as **Exhibit B** (the "Preliminary Site Plan"). The Preliminary Site Plan is intended to provide a framework for development and may be refined through the City's site plan and permitting processes, provided that such refinements are consistent with the objective and measurable standards set forth in this Agreement and the City's Land Development Regulations.

Minor modifications to the Preliminary Site Plan may be approved administratively by the City's Development Services Director, provided such modifications do not:

- (a) increase the overall development intensity or density;
- (b) reduce required open space or buffers;
- (c) materially alter access, circulation, or traffic patterns;
- (d) materially increase impacts to public facilities;
- (e) change the permitted uses or mix of uses;
- (f) materially alter building placement or site layout in a manner that affects compatibility with surrounding properties; or
- (g) conflict with the provisions of this Agreement.

Any modification not meeting the foregoing criteria shall require approval in accordance with Section 163.3225, Florida Statutes.

Section 3.2. Permitted Uses. The following land uses are allowed as permitted principal uses and structures, together with their customary uses and accessory structures:

(i) Professional Services and General Office; Research Lab without manufacturing; small artisanal manufacturing or assembly; and light assembly operations, each with operational characteristics consistent with low-intensity commercial and light industrial uses, as governed by applicable development standards.

(ii) Warehousing (as an accessory use only).

Section 3.3. Prohibited Uses. The following uses are expressly prohibited on the Property. These prohibitions shall run with the land and are intended to ensure compatibility with surrounding development and maintain the intended low-intensity commercial/industrial character of the Project:

1. Car Wash
2. All Schools, Colleges, and Universities
3. Convenience Store

4. Drive-Through Facility (any use)
5. Fast Lube / Oil Change
6. Indoor Shooting Range
7. Major Vehicle Repair Service
8. Pharmacies
9. Restaurant (any type)
10. Retail Store
11. Sports Complex

Any use not expressly listed as a permitted use shall be prohibited unless approved through an amendment to this Agreement in accordance with Section 163.3225, Florida Statutes. The Development Services Director may issue written determinations regarding whether a proposed use is substantially similar to a permitted use, subject to appeal pursuant to the City's Land Development Regulations.

Section 3.4. Development Guidelines. All commercial buildings shall be generally consistent with the architectural styles shown in the Conceptual Architectural Elevations attached as **Exhibit C**, including:

- (a) Organic Outdoor Spaces
- (b) Landscaped Internal Parking Lots
- (c) Perimeter Buffers (15 ft minimum)

Section 3.5. Open Space. Developer shall provide open space equal to not less than twenty-five percent (25%) of the gross area of the Property.

Section 3.6. Roads and Streets. Internal road(s) shall comply with City standards and permitted street classifications.

Section 3.7. Access and Transportation Improvements. Access locations may be adjusted based on final engineering. Transportation improvements shall be provided as required by permitting agencies and the TIA.

Section 3.8. Parking. Parking shall be permitted in the following zones:

- (i) Zone 1: the lot area between the principal building and the front property line abutting the right-of-way; and/or
- (ii) Zone 4: the lot area between the principal building and the side property line abutting the right-of-way of a side street.

Section 3.9. Landscaping. Landscaping within the Property shall comply with the City's LDRs. In addition, street trees shall be installed along both sides of all internal streets at regular intervals not to exceed fifty (50) feet on center, unless otherwise approved by the City's Development Services Director. Tree species shall be selected from the City's approved tree list and shall be of a minimum 2-inch caliper at time of planting.

Section 3.10. Lighting. Developer and/or its designated utility provider shall provide street lighting and other necessary lighting within the development consistent with City LDR standards, designed to promote safety and minimize light spillover onto adjoining properties.

Section 3.11. Signage. Signage within the development shall be permitted (under a separate process through the Building Department) and installed in accordance with the City's LDRs.

Section 3.12. Development under this Agreement shall remain consistent with the City of Eustis Comprehensive Plan. Nothing herein constitutes or effects a land use or comprehensive plan amendment. All development shall comply with applicable provisions of the City's Land Development Regulations, except as expressly modified by this Agreement in accordance with Section 163.3233, Florida Statutes.

ARTICLE IV. INFRASTRUCTURE AND PUBLIC FACILITIES.

Section 4.1. Water and Wastewater. Developer shall be responsible for the construction and extension of water and wastewater infrastructure necessary to serve the Property, at Developer's sole cost and expense, subject to City review and approval.

Provision of water and wastewater service is subject to the availability of legally sufficient capacity, payment of all applicable connection fees and charges, and compliance with all applicable City ordinances and regulations.

Nothing in this Agreement shall be construed as a reservation or guarantee of utility capacity or service availability. The City shall have no obligation to extend utility services beyond that required by applicable law or existing adopted utility service policies. Nothing herein shall be construed to create any obligation on the part of the City to serve the Property except in accordance with applicable law and available capacity. Nothing herein shall be construed as a determination of available capacity for concurrency purposes.

Section 4.2. Grading. Developer shall grade the Property in a manner consistent with approved construction plans, ensuring compatibility with surrounding properties and minimizing adverse impacts on drainage and natural features.

Section 4.3. Stormwater Management. Developer shall design and construct stormwater management facilities in accordance with applicable SJRWMD, state, and federal requirements.

Section 4.4. Concurrency. Developer shall comply with all concurrency requirements and shall be responsible for proportionate share mitigation consistent with Section

163.3180, Florida Statutes, and the City's adopted concurrency management procedures to mitigate the direct impacts of the Project, as applicable, in accordance with the City's LDRs. Prior to the issuance of building permits, Developer shall demonstrate to the City's satisfaction that adequate public facilities, including transportation, potable water, wastewater, solid waste, stormwater, and parks/recreation, are available concurrent with the impacts of the development, or that such improvements will be provided in accordance with applicable law. Nothing in this Agreement shall obligate the City to construct, fund, or finance any public facility or improvement. Nothing herein shall be construed to obligate the City to provide public facilities except in accordance with applicable law and adopted level of service standards.

Section 4.5. Fire Code; Emergency Access. All site plans, construction, and improvements within the Project must comply with the City's currently adopted Fire Code, as amended from time to time. Adequate fire hydrants, water pressure, and emergency access routes shall be provided in locations approved by the City's Fire Department, at Developer's expense.

Section 4.6. Indemnification. Developer shall indemnify, defend, and hold harmless the City, its elected officials, officers, agents, and employees from any and all claims, damages, losses, liabilities, or expenses, including attorney's fees and costs, arising out of or resulting from Developer's negligence, willful misconduct, or failure to comply with this Agreement, except to the extent caused by the sole negligence or willful misconduct of the City.

ARTICLE V. DEVELOPMENT ADMINISTRATION.

Section 5.1 Post-Annexation. Following annexation, any lawful agricultural use existing on the Property as of the Effective Date may continue as a legal nonconforming use in accordance with the City's Land Development Regulations, until such time as development activity authorized under this Agreement commences. Any such agricultural use shall comply with all applicable federal, state, and local regulations.

All rights and obligations under this Agreement are expressly conditioned upon annexation of the Property. No provision of this Agreement shall apply prior to the Effective Date.

Section 5.2. Phasing. Development of the Property may occur in a single phase or in multiple phases, subject to City approval during the permitting process. If the Developer elects to proceed in multiple phases, the Developer may apply for and obtain Certificates of Occupancy for any units within a phase that has been completed in compliance with the City's Land Development Regulations (LDRs), notwithstanding that other phases remain under review or construction.

ARTICLE VI. MISCELLANEOUS.

Section 6.1. Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and

delivered to all other parties at the addresses below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered US Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 5:00 P.M. on a business day and the original also is sent via overnight courier or US Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Developer:

Name: T & S FL Partners, Inc.
 Attention: Travis Sawchuk
 Address: 18526 County Road 44A,
 Eustis, FL 32736
 Telephone: (352) 314-2123
 Email: floridafutures1@gmail.com

To City:

Name: City of Eustis
 Attention: Rick Gierok, Interim City
 Manager
 Address: 10 N Grove St #3, Eustis,
 FL 32726
 Telephone: (352) 483-5430
 Email: gierokr@eustis.org

with a copy to:

Name: Bowen Schroth
 Attention: Sasha Garcia, Esq., City
 Attorney
 Address: 600 Jennings Ave, Eustis,
 FL 32726
 Telephone: (352) 589-1414
 Email: sgarcia@bowenschroth.com

Any party may change its address for purposes of this Section by giving written notice as provided in this Section. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section.

Section 6.2. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other

jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. The parties agree venue lies in Lake County, Florida.

Section 6.3. Compliance with Laws and Regulations. Except as otherwise provided herein and in accordance with Section 163.3233, Florida Statutes, the laws, regulations, and policies governing development of the Property shall be those in effect on the Effective Date of this Agreement. No development rights shall vest prior to the Effective Date. In the instance of conflict between the City's LDRs, the City Code, or any prior agreements related to the Property and this Agreement, this Agreement shall control to the extent permitted by Section 163.3233, Florida Statutes. To the extent this Agreement is silent, the development of the Property shall comply with the City's Code, LDRs, and other applicable standards, including the permitted design standards applicable to the Property's applicable Future Land Use designation as approved through the City's comprehensive plan amendment process. No subsequently adopted ordinances, policies, or procedures of the City governing the development of land shall apply to the Property except in accordance with the provisions of Section 163.3233(2), Florida Statutes, or as otherwise expressly provided herein. All development must comply with all applicable regulations of county, state, local, and federal agencies, as well as state and federal laws.

Notwithstanding the foregoing, the City retains the authority to apply subsequently adopted regulations as permitted under Section 163.3233(2), Florida Statutes, including but not limited to regulations addressing public health, safety, and welfare.

Section 6.4. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns in title or interest. The provisions of this Agreement, together with all plans approved in connection herewith, shall run with the land and shall be implemented and enforced in accordance with the City's LDRs.

Section 6.5. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.6. Interpretation and Construction. Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun regarding gender shall include the neutral, masculine, feminine, and plural.

Section 6.7. Severability. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the

original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.8. Waiver; Remedies. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 6.9. Enforcement; Remedies. A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. Disputes arising under this Agreement shall first be addressed through the mediation process prescribed by Section 163.3235, Florida Statutes. The Parties acknowledge that this Agreement constitutes a contractual covenant; either Party may seek specific performance or damages in a court of competent jurisdiction. The prevailing party shall recover reasonable attorney's fees and costs, including appellate fees.

Nothing herein shall limit the City's exercise of its police powers to protect the public health, safety, and welfare.

Section 6.10. Default Notice and Cure Period. Notwithstanding the foregoing, no party shall be deemed in default under this Agreement unless it has received written notice from the non-defaulting party specifying the nature of the alleged default and has failed to cure such default within thirty (30) days from receipt of such notice; provided, however, that if such default is not reasonably curable within said thirty (30) days, the defaulting party shall not be in default so long as it commences cure within such period and diligently pursues same to completion. This provision shall not limit the City's right to withhold permits or approvals for noncompliance with the conditions imposed by this Agreement.

Section 6.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

Section 6.12. Entire Agreement. This Agreement, together with the Preliminary Site Plan, all exhibits, and all related schedules, constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the Preliminary Site Plan, and the related exhibits and schedules (other than an exception

expressly set out as such in the schedules), the statements in the body of this Agreement shall control.

Section 6.13. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 6.14. Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, except as otherwise provided for in Section 3.1.

Section 6.15. Term of Agreement. The term of this Agreement shall terminate thirty (30) years after the Effective Date; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 6.16. Recording. Pursuant to Section 163.3239, Florida Statutes, the City shall record this Agreement in the Official Records of Lake County, Florida, within fourteen (14) days following full execution. Developer shall reimburse the City for all recording costs. The recorded agreement shall include the legal description in Exhibit A and shall be identified on the recorded cover page as a Development Agreement pursuant to Sections 163.3220–163.3243, Florida Statutes, for indexing purposes.

Section 6.17. No Permit Approval; No Vested Rights. Nothing in this Agreement shall be construed to:

- (a) require the City to approve any development order, permit, or application;
- (b) limit the City’s authority to apply applicable laws and regulations; or
- (c) create any vested right except as expressly provided in accordance with Section 163.3233, Florida Statutes.


Developer acknowledges that this Agreement does not constitute a guarantee of development approval or a governmental taking, and that all development remains subject to applicable law and that no provision of this Agreement shall be interpreted to limit the City’s legislative or quasi-judicial authority.

Any vested rights shall arise only in accordance with Section 163.3233, Florida Statutes, and only upon the issuance of a development order consistent with this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Executed pursuant to Sections 163.3220–163.3243, Florida Statutes

Witness #1:
By: 
Print Name: Anna Baxtermond

DEVELOPER:
By: T & S FL Partners, Inc., a Florida Corporation

Address: 10 N. Grove St
Eustis, FL 32727

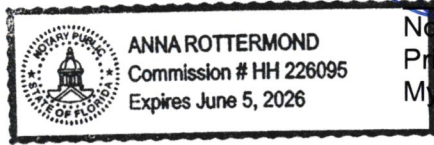
By: [Signature]
Name: Travis Sawchuk
Title: President

Witness #2:
By: [Signature]
Print Name: Danna K. Mikiska
Address: 10 N. Grove St.
Eustis, FL 32727

STATE _____ OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of April, 2020, by Travis Sawchuk, as President of T & S FL Partners, Inc., a Florida Corporation, on behalf of the company, who is personally known to me or has produced _____ as identification.

(SEAL)



[Signature]
Notary Public, State of _____
Print Name: _____
My Commission Expires: _____

Executed pursuant to Sections 163.3220–163.3243, Florida Statutes

Witness #1:
By: _____
Print Name: _____
Address: _____

CITY:
City of Eustis, a Florida Municipal Corporation
By: _____
Name: _____
Title: _____

Witness #2:
By: _____
Print _____
Address: _____

Name: _____

Attest:

Christine Halloran, City Clerk

Approved as to form:

Sasha Garcia, City Attorney

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, as _____ of the City of Eustis, a Florida Municipal Corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of _____
Print Name: _____
My Commission Expires: _____

**EXHIBIT A
PROPERTY DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

A portion of Lot 5, C.M. Rehrer's Subdivision, according to the plat thereof, as recorded in Plat Book 1, Page 50, of the Public Records of Lake County, Florida, lying in Section 6, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Commencing at the Northwest corner of Tract S, Spring Ridge Estates, according to the plat thereof, as recorded in Plat Book 58, Page 28 through 30, of the Public Records of Lake County, Florida, and with the Easterly Right-of-Way line of County Road No. 44, North 00°04'26" West, 115.21 feet, to the intersection of the Easterly Right-of-Way line of said County Road No. 44 and the Northerly line of said Lot 7; thence continuing with the Easterly Right-of-Way line of said County Road No. 44, North 00°13'04" West, 366.04 feet, to the beginning of a non-tangent curve concave Southeasterly; thence with a radius of 258.33 feet, a delta of 90°32'39", and a chord bearing and distance of North 45°01'32" East, 367.07 feet, Northeasterly along said curve, an arc length of 408.24 feet, to the end of said curve on the Southerly Right-of-Way line of County Road No. 44A; thence with the Southerly Right-of-Way line of said County Road No. 44A, South 89°36'40" East, 344.52 feet, to the Point of Beginning.

Thence continuing with the Southerly Right-of-Way line of said County Road No. 44A, South 89°36'40" East, 163.90 feet, to the Westerly line of the lands described in Official Records Book 5581, Page 918, of the Public Records of Lake County, Florida; thence departing the Southerly Right-of-Way line of said County Road No. 44A, and with the Westerly line of said lands described in Official Records Book 5581, Page 918, South 00°20'56" East, 743.98 feet, to the Northerly line of said Spring Ridge Estates; thence departing the Westerly line of said lands described in Official Records Book 5581, Page 918, and with the Northerly line of said Spring Ridge Estates, North 89°29'59" West, 163.90 feet; thence departing the Northerly line of said Spring Ridge Estates, and with a line parallel

with the Westerly line of said lands described in Official Records Book 5581, Page 918, North 00°20'56" West, 743.66 feet, to the Point of Beginning.

Parcel Identification Number: 06-19-27-0200-000-00501

**EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN**

(See attached)

PRELIMINARY SITEPLAN

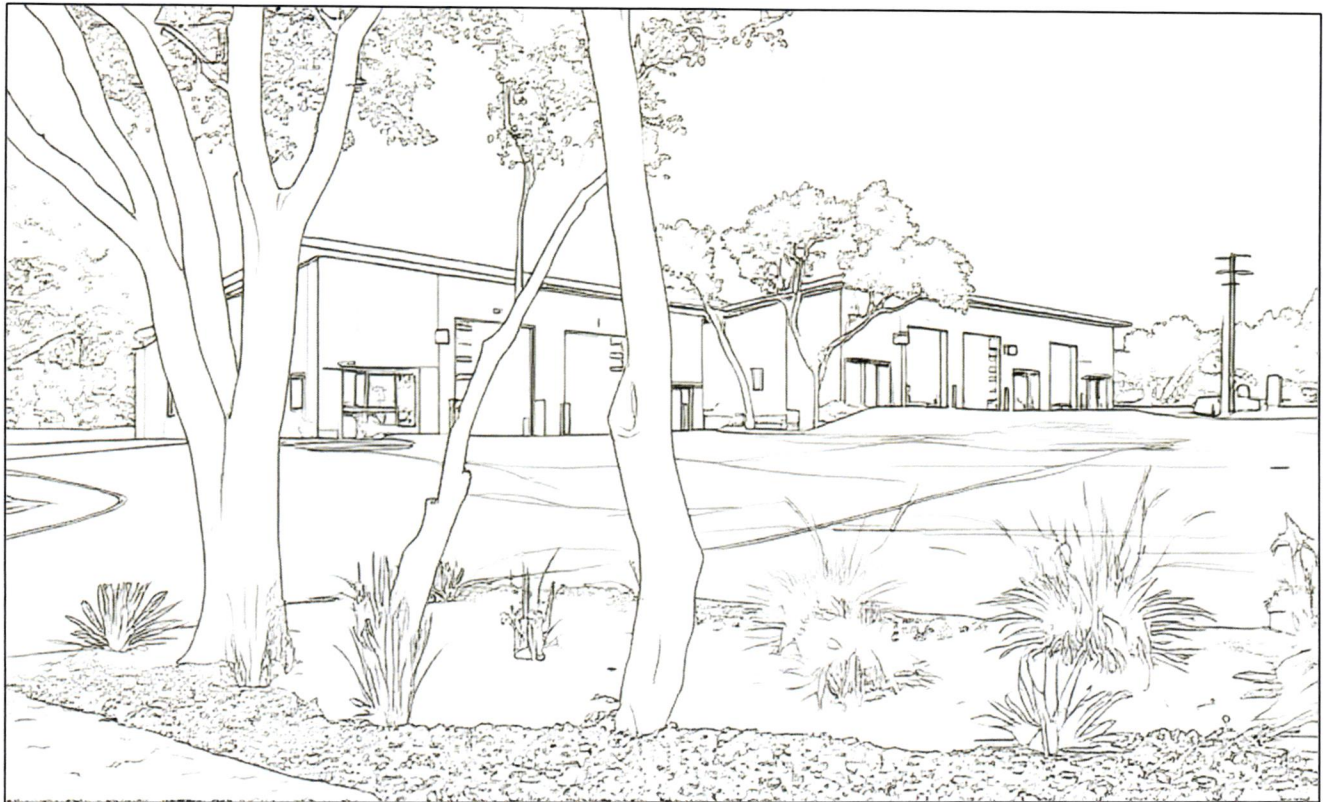


Scale: 1" = 30'-0"

44A/44 Business Park Project

Preliminary Design Prepared For
WD OF AMERICA
T & S FL PARTNERS, INC

**EXHIBIT C
CONCEPTUAL BUILDING ELEVATIONS**



Exterior Elevations

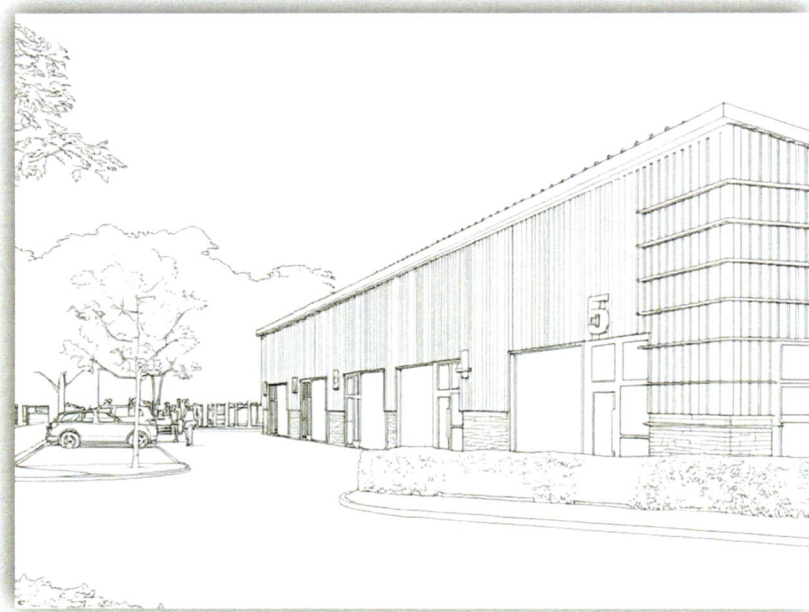


EXHIBIT D
Proof of Publication and Public Hearing Notice (163.3225)

Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Eustis’ website by the time notice of the proposed ordinance is published.

This form simply assists in determining whether a Business Impact Estimate must be completed under Florida law for the proposed ordinance. Should a Business Impact Estimate be required or should the City opt to provide one as a courtesy based on the selection below then a separate form with the statutory components of Section 166.041(4)(a) shall also accompany the proposed ordinance.

Ordinance Number	2026-18
Ordinance Subject	Development Agreement for T & S FL Partners, Inc.
Legal Advertising Date	April 27, 2026
First Reading On	5/7/2026
Second Reading On	5/21/2026

Ordinance Title

AN ORDINANCE OF THE CITY OF EUSTIS, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EUSTIS AND T & S FL PARTNERS, INC., PURSUANT TO SECTIONS 163.3220–163.3243, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION TO EXECUTE; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Based on the City’s review of the proposed ordinance (must select one of the following):

- The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

The City has determined that a Business Impact Estimate is NOT required as the following exemption applies to the proposed ordinance:

Section 166.041 (4)(c) exemption: It is enacted to implement development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243.





City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: City of Eustis Local Planning Agency
 FROM: Rick Gierok, Interim City Manager
 DATE: May 7, 2026
 RE: Ordinance Number 2026-07: Comprehensive Plan Amendment
 for Annexation of Parcel with Alternate Key Number 1040141

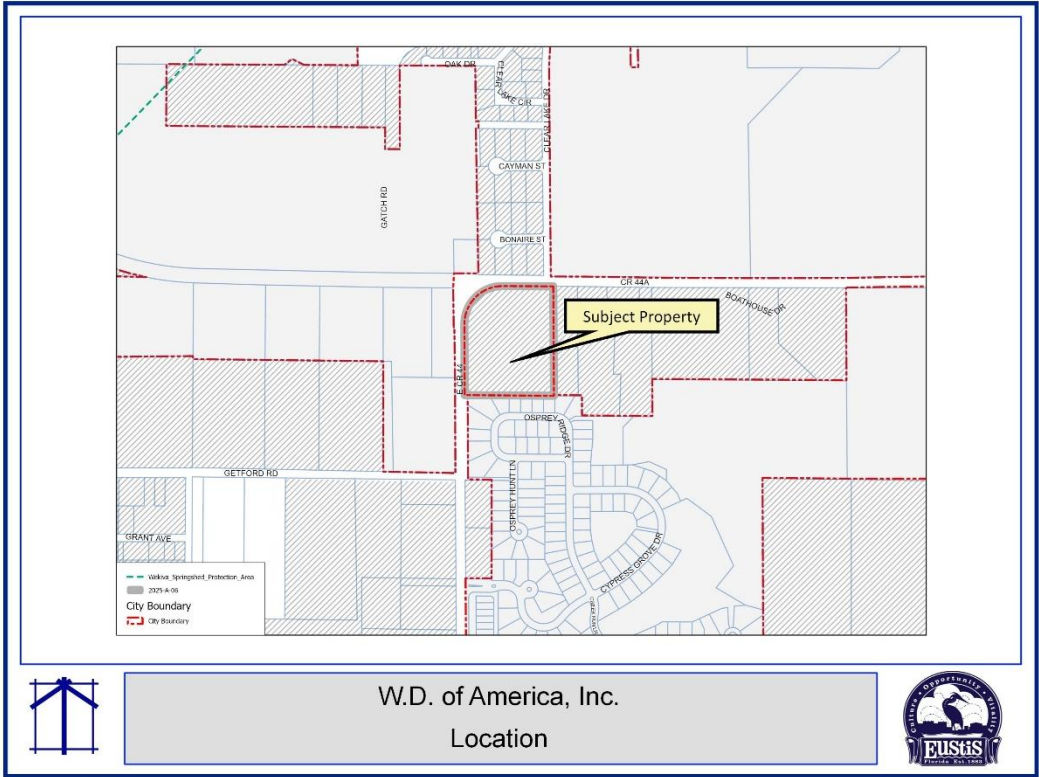
Introduction:

Ordinance Number 2026-06 provides for the voluntary annexation of approximately 10 acres located on the east side of the intersection of County Road 44 and County Road 44A (Alternate Key Number 1040141). Provided the annexation of the subject property is approved, Ordinance Number 2026-07 would change the Future Land Use designation from Urban Low in Lake County to General Commercial (GC) in the City of Eustis, and Ordinance Number 2026-08 would assign the subject property a Design District designation of Suburban Corridor (SC). If Ordinance Number 2026-06 is denied, then there can be no consideration of Ordinance Numbers 2026-07 and 2026-08. The annexation, Future Land Use amendment, and Design District assignment are interdependent actions, and the approval of Ordinance Number 2026-06 is required prior to consideration and effectiveness of Ordinance Numbers 2026-07 and 2026-08.

Background:

1. The site contains approximately 10 acres and is located within the Eustis Joint Planning Area. The site is currently vacant and agricultural/silvicultural (Planted Pines)
2. The subject property is contiguous to the current City of Eustis boundary on the south and west property lines.
3. The site has a Lake County Future Land Use Designation of Urban Low, but approval of Ordinance Number 2026-07 would change the land use designation to General Commercial (GC) in the City of Eustis.
4. The West Side of the CR 44A/CR 44 intersection is already City of Eustis General Commercial (GC) and Mixed Commercial Residential (MCR).

Location	Existing Use	Future Land Use	Design District
Site	Vacant/Planted Pines	Urban Low (Lake County)	N/A
North	Single-Family Residential	Urban Low (Lake County)	N/A
South	Single-Family Residential	Suburban Residential (SR)	Rural Neighborhood
East	Single-Family Residential	Urban Low (Lake County)	Suburban Corridor
West	Vacant	General Commercial (GC) and Mixed Commercial Residential (MCR)	N/A



Applicant's Request

The applicant/property owner wishes to annex the property, change the future land use to **General Commercial (GC)**, and assign a design district of Suburban Corridor (SC). The applicant's application did not detail the intended use of the property beyond future commercial development. The applicant has entered into a Development Agreement with the City of Eustis, approved by separate ordinance, which establishes permitted uses, development standards, and design requirements for the property.

The current Lake County land use designation for the subject property is Urban Low. The Lake County land use designation allows for residential uses of up to four (4) dwelling units per one (1) net buildable acre and civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

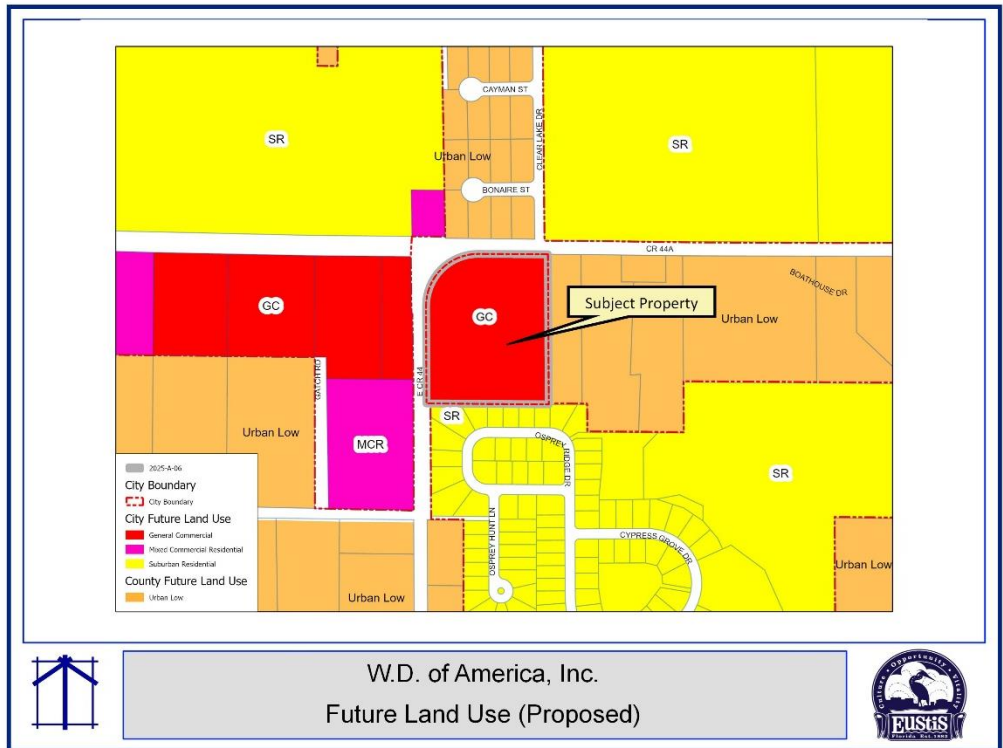
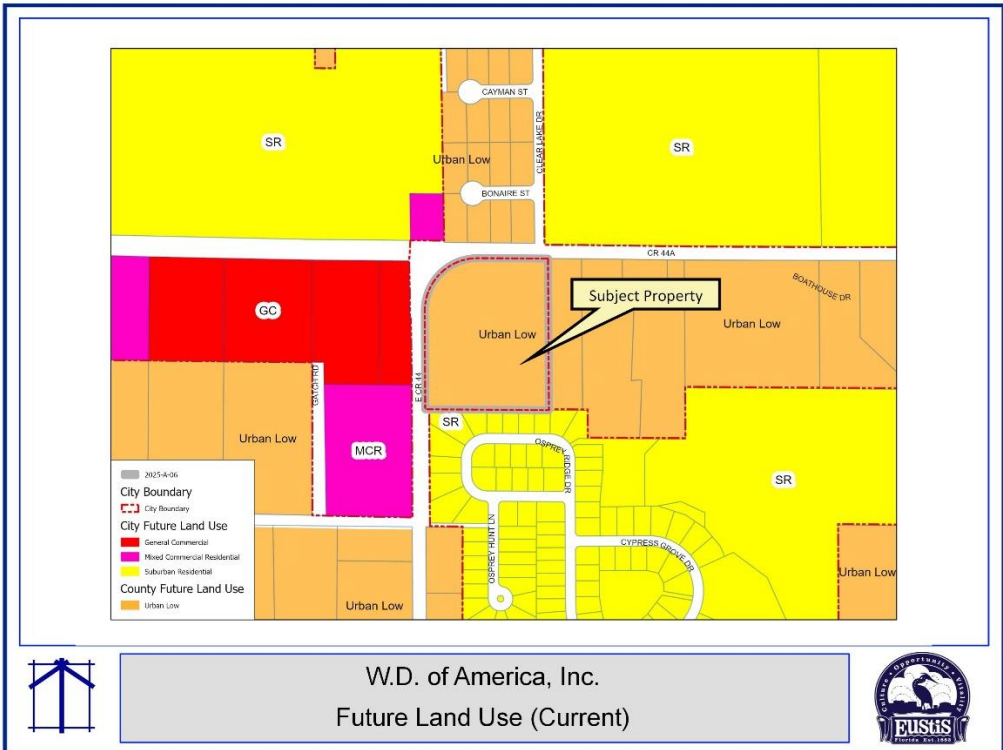
The proposed General Commercial (GC) land use designation within the City of Eustis provides for future commercial development. This future land use district request matches the designations to the west.

A. Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 2026-07)

In accordance with Chapter 163.3177(9), Florida Statutes to discourage urban sprawl, the Florida Statutes outlines the Primary Indicators of Sprawl. Staff has reviewed these indicators and finds that the proposed annexation and assignment of Future Land Use does not contradict the intent of the primary indicators of sprawl as outlined. The outline and summary of these indicators are included in the supplement to this report.

B. Per the City of Eustis Comprehensive Plan, Future Land Use Element Appendix

Staff has assessed the proposed amendment to the City of Eustis Comprehensive Plan Future Land Use map relating to the development patterns described and supported within the Plan, including conditions and impacts to utility infrastructure, transportation infrastructure, natural features, and the environment. Staff review finds that the proposed assignment of the General Commercial (GC) future land use will not result in impacts that will cause detriment beyond current patterns. The outline and summary of this analysis are included as a supplement to this report.



Recommended Action:

Development Services finds that the proposed Future Land Use designation is consistent with the Comprehensive Plan, Land Development Regulations, and surrounding and adjacent land uses; therefore, the department presents A-2026-0004, under Ordinance Number 2026-07, to the LPA for transmittal to the City Commission for consideration, along with the associated annexation.

Policy Implications:

None

Alternatives:

1. Transmit A-2026-0004 Ordinance Number 2026-07 (Comp. Plan Amendment), to the City Commission for consideration
2. Do Not Transmit A-2026-0004 under Ordinance Number 2026-07 (Comp. Plan Amendment), to the City Commission for consideration

Budget/Staff Impact:

There would be no direct costs to the City beyond the normal City services. There would be no additional staff time beyond the normal review process.

Business Impact Estimate:

The City has determined that a Business Impact Estimate is NOT required as the following exemption applies to the proposed ordinances: Section 166.041(4)(c): enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.

Prepared By:

Jeff Richardson, AICP, Interim Director, Development Services

Reviewed By:

Miranda Burrowes, Deputy City Manager

ORDINANCE NUMBER 2026-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3187, FLORIDA STATUTES; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 10 ACRES OF REAL PROPERTY PROPOSED FOR ANNEXATION INTO THE CITY OF EUSTIS AT ALTERNATE KEY NUMBER 1040141, GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF COUNTY ROAD 44 AND COUNTY ROAD 44A.

WHEREAS, on November 4, 2010, the Eustis City Commission adopted the City of Eustis Comprehensive Plan 2010-2035 through Ordinance Number 10-11; and

WHEREAS, the State of Florida Department of Community Affairs found the City of Eustis Comprehensive Plan 2010-2035 In Compliance pursuant to Sections 163.3184, 163.3187, and 163.3189 Florida Statutes; and

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan in accordance with Chapter 163.3187 and 163.3191, Florida Statutes; and

WHEREAS, the subject property is proposed for annexation into the City of Eustis pursuant to Chapter 171, Florida Statutes; and

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 10 acres of real property located on the east side of the intersection of County Road 44 and County Road 44A and more particularly described herein; and

WHEREAS, on May 7, 2026, the Local Planning Agency held a duly noticed public hearing and recommended approval of the Small-Scale Future Land Use Amendment; and

WHEREAS, on May 7, 2026, the City Commission held the first duly noticed public hearing to consider the amendment; and

WHEREAS, on May 21, 2026, the City Commission held the second duly noticed public hearing and adopted the amendment.

NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS HEREBY ORDAINS:

SECTION 1.

Land Use Designation: That the Future Land Use Designation of the real property as described below shall be changed from the Lake County Urban Low designation to the City of Eustis General Commercial (GC) designation:

Parcel Alternate Key: 1040141

Parcel Identification Numbers: 06-19-27-0200-000-00500

Legal Description:

A portion of Lots 5, 6, and 7, C.M. Rehler's Subdivision, according to the plat thereof, as recorded in Plat Book 1, Page 50, of the Public Records of Lake County, Florida, lying in Section 6, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Beginning at the Northwest corner of Tract S, Spring Ridge Estates, according to the plat thereof, as recorded in Plat Book 58, Pages 28 through 30, of the Public Records of Lake County, Florida, and with the Easterly Right-of-Way line of County Road No. 44, North 00°04'26" West, 115.21 feet, to the intersection of the Easterly Right-of-Way line of said County Road No. 44 and the Northerly line of said Lot 7; thence continuing with the Easterly Right-of-Way line of said County Road No. 44, North 00°13'04" West, 366.04 feet, to the beginning of a non-tangent curve concave Southeasterly; thence with a radius of 258.33 feet, a delta of 90°32'39", and a chord bearing and distance of North 45°01'32" East, 367.07 feet, Northeasterly along said curve, an arc length of 408.24 feet, to the end of said curve on the Southerly Right-of-Way line of County Road No. 44A; thence with the Southerly Right-of-Way line of said County Road No. 44A, South 89°36'40" East, 344.52 feet, to a point lying 163.90 feet Westerly of the Westerly line of the lands described in Official Records Book 5581, Page 918, of the Public Records of Lake County, Florida; thence with a line parallel with the Westerly line of said lands described in Official Records Book 5581, Page 918, South 00°20'56" East, 743.66 feet, to the Northerly line of said Spring Ridge Estates; thence with the Northerly line of said Spring Ridge Estates, North 89°29'59" West, 607.20 feet, to the Point of Beginning.

Containing 435,632.66 Square Feet or 10.00 Acres, more or less.

(The foregoing legal description was copied from the Applicant's submitted survey and has not been verified for accuracy)

SECTION 2.

Map Amendment and Notification: That the Director of Development Services shall be authorized to amend the Future Land Use Map of the Comprehensive Plan to incorporate the change described in Section 1 and provide appropriate notification in accordance with Florida Statutes.

SECTION 3.

Conflict: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

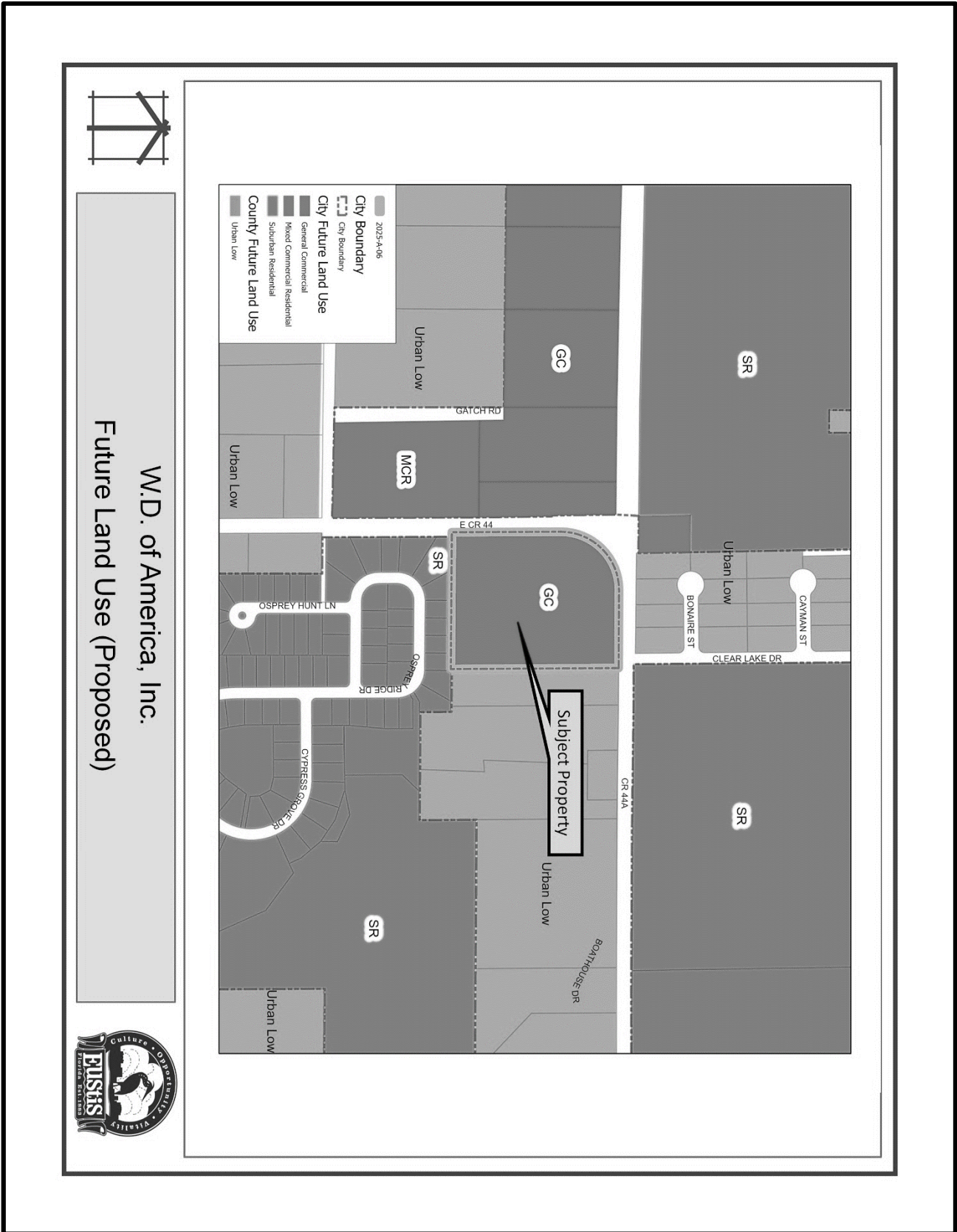
SECTION 4.

Severability: That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION 5.

Effective Date: That the effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Commerce notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Commerce or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development

Exhibit A



W.D. of America, Inc.
Future Land Use (Proposed)



Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Eustis' website by the time notice of the proposed ordinance is published.

This form simply assists in determining whether a Business Impact Estimate must be completed under Florida law for the proposed ordinance. Should a Business Impact Estimate be required or should the City opt to provide one as a courtesy based on the selection below then a separate form with the statutory components of Section 166.041(4)(a) shall also accompany the proposed ordinance.

Ordinance Number	2026-07
Ordinance Subject	Future Land Use Map Amendment A-2026-0004
Legal Advertising Date	March 9, 2026
First Reading On	5/7/2026
Second Reading On	5/21/2026

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 10 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBER 1040141, GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF COUNTY ROAD 44 AND COUNTY ROAD 44A.

Based on the City's review of the proposed ordinance (must select one of the following):

- The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
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- The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

The City has determined that a Business Impact Estimate is NOT required as the following exemption applies to the proposed ordinance:

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 2026-07)

In accordance with Chapter 163.3177(9), Florida Statutes:

Discourage Urban Sprawl: Primary Indicators of Sprawl:

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

Review of Indicators

1. Low Intensity Development:

Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

This indicator does not apply. The requested future land use will provide Commercial uses at a major intersection.

2. Urban Development in Rural Areas:

Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

This indicator does not apply. The area is a significant intersection in an urbanizing/suburbanizing area.

3. Strip or Isolated Development:

Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

This indicator does not apply. The site is within an urbanizing corridor with commercial and industrial land uses designated to the west and residential development to the south.

4. Natural Resources Protection:

Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

This indicator does not apply. The subject property is a tree farm (silviculture) and is currently planted with pine and mixed natural deciduous trees.

5. Agricultural Area Protection:

Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

This property does support active agricultural or silvicultural activities (tree farm/planted pine). However, the property is within an existing developed and further developing area, with similar land uses assigned.

6. Public Facilities:

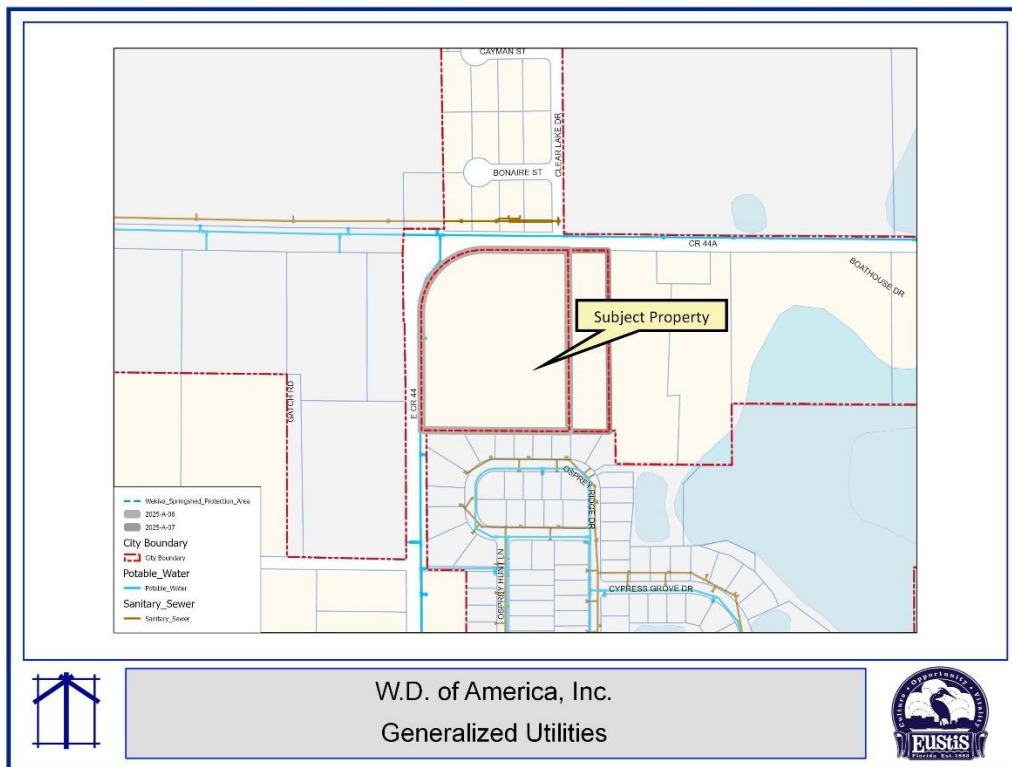
Fails to maximize use of existing public facilities and services.

This indicator does not apply. City water is available to the property. Development of this parcel will maximize the use and efficiency of the City's water service. City Sewer is available to the property and will be addressed via the site development process.

7. Cost Effectiveness and Efficiency of Public Facilities:

Allows for land use patterns or timing that disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

This indicator does not apply. Adequate capacity is available to serve the existing and future development consistent with the requested General Commercial (GC) future land use designation. The City provides these services to other properties in the area, so efficiency will improve.



8. Separation of Urban and Rural:

Fails to provide a clear separation between rural and urban uses.

This indicator does not apply. No other nearby properties contain active agricultural activities or uses. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses.

9. Infill and Redevelopment:

Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

This indicator does not apply. This property is a logical extension of development for the city.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. The site is surrounded by single-family development on the adjacent properties, which is consistent with permitted uses in the area. A variety of other uses are evident, including various commercial, industrial, and residential uses, within 1 mile of the subject property.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

This indicator does not apply. The Land Development Regulations include provisions to provide adequate accessibility and linkages between related uses. Development Services will ensure compliance with these standards at the time of development review.

12. Open Space:

Results in the loss of significant amounts of functional open space.

This indicator does not apply. The site does not contain functional open space and is not connected to regionally significant open space.

13. Urban Sprawl:

The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

a. Direction of Growth:

Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The site is adjacent to existing urban/suburban development patterns and is a logical extension of the urban development boundary. The Comprehensive

Plan and Land Development Regulations have provisions to protect natural resources and ecosystems at time of site plan approval.

- b. Efficient and Cost-Effective Services:
Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Water and sewer service are available.

- c. Walkable and Connected Communities:
Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

At the time of development, the site must meet the City's Land Development Regulations relating to connection and sidewalks. County Roads 44 and 44A are not City infrastructure and do not currently have a sidewalk system. Interconnectivity to existing and future uses will be a challenge.

- d. Water and Energy Conservation:
Promotes the conservation of water and energy.

The development of the site must meet City development and Florida Building Code standards, which will require energy and water-efficient appliances.

- e. Agricultural Preservation:
Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Not applicable; The site is within an existing developed/developing area.

- f. Open Space:
Preserves open space and natural lands and provides for public open space and recreation needs.

This is not applicable. The site does not provide functional open space or natural areas.

- g. Balance of Land Uses:
Creates a balance of land uses based upon the demands of the residential population for the nonresidential needs of an area.

The proposed land use would allow for additional commercial opportunities to serve existing residential development and capture market for through-commuters.

h. Urban Form Densities and Intensities:

Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. [163.3164](#).

Not applicable.

In Accordance with the Comprehensive Plan Future Land Use Element Appendix:

All applications for a Plan amendment relating to the development patterns described and supported within the Plan including, but not limited to, site specific applications for changes in land use designations, are presumed to involve a legislative function of local government which, if approved, would be by legislative act of the City and shall, therefore, be evaluated based upon the numerous generally acceptable planning, timing, compatibility, and public facility considerations detailed or inferred in the policies of the Plan. Each application for an amendment to the Map #1: 2035 Future Land Use Map by changing the land use designation assigned to a parcel of property shall also be reviewed to determine and assess any significant impacts to the policy structure on the Comprehensive Plan of the proposed amendment including, but not limited to, the effect of the land use change on either the internal consistency or fiscal structure of the Plan.

Major Categories of Plan Policies:

This Plan amendment application review and evaluation process will be prepared and presented in a format consistent with the major categories of Plan policies as follows:

1. **General Public Facilities/Services:**

Since the Plan policies address the continuance, expansion and initiation of new government service and facility programs, including, but not limited to, capital facility construction, each application for a land use designation amendment shall include a description and evaluation of any Plan programs (such as the effect on the timing/financing of these programs) that will be affected by the amendment if approved. This analysis shall include the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The facilities and services required for analysis include emergency services, parks and recreation, potable water, public transportation if and when available, sanitary sewer, schools, solid waste, stormwater, and the transportation network.

- a. Emergency Services Analysis:
Eustis emergency services already provide emergency response to other properties in the area. Any development consistent with the General Commercial (GC) future land use designation would not have a significant negative impact on the operations of Eustis emergency services.
- b. Parks & Recreation:
In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is 24,500. Pursuant to comprehensive plan policy and Land Development Regulation, residential development will be required to provide on-site park amenities.
- c. Potable Water & Sanitary Sewer:
Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property.
- d. Schools:
The proposed change should not negatively impact schools. At the time of development application verification of capacity will be required from Lake County Schools.
- e. Solid Waste:
The City contracts with Waste Management for the hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in the delivery of services.
- f. Stormwater:
The Comprehensive Plan and Land Development Regulations include the level of service standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.
- g. Transportation Network Analysis:
This potential added Commercial development will be evaluated at the time a development plan is submitted. At this time, the adjacent transportation network (CR 44/CR 44A) has the capacity to serve the proposed GC land use. Future improvements will depend on the ultimate buildout intensity and specific commercial uses. Prior to the development of the property, site plan approval amongst other approvals

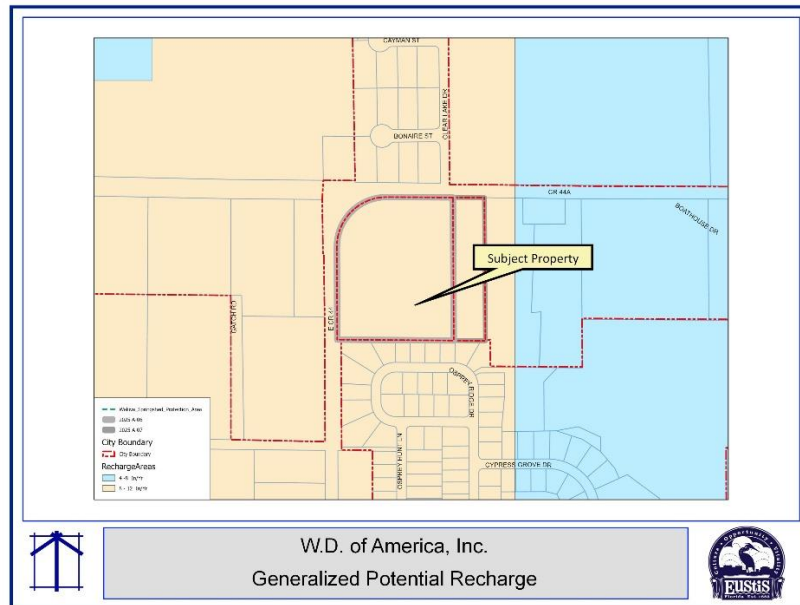
will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts.

2. Natural Resources/Natural Features:

The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Specifically, each amendment will be evaluated to 1) determine the existence of groundwater recharge areas; 2) the existence of any historical or archaeological sites; 3) the location of flood zones and the demonstration that the land uses proposed in flood-prone areas are suitable to the continued natural functioning of flood plains; and 4) the suitability of the soil and topography to the development proposed.

a. Groundwater recharge areas:

The site may be within a high recharge area; a site-specific geotechnical and hydrologic study will be needed to determine the site-specific impact at the time of development. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.

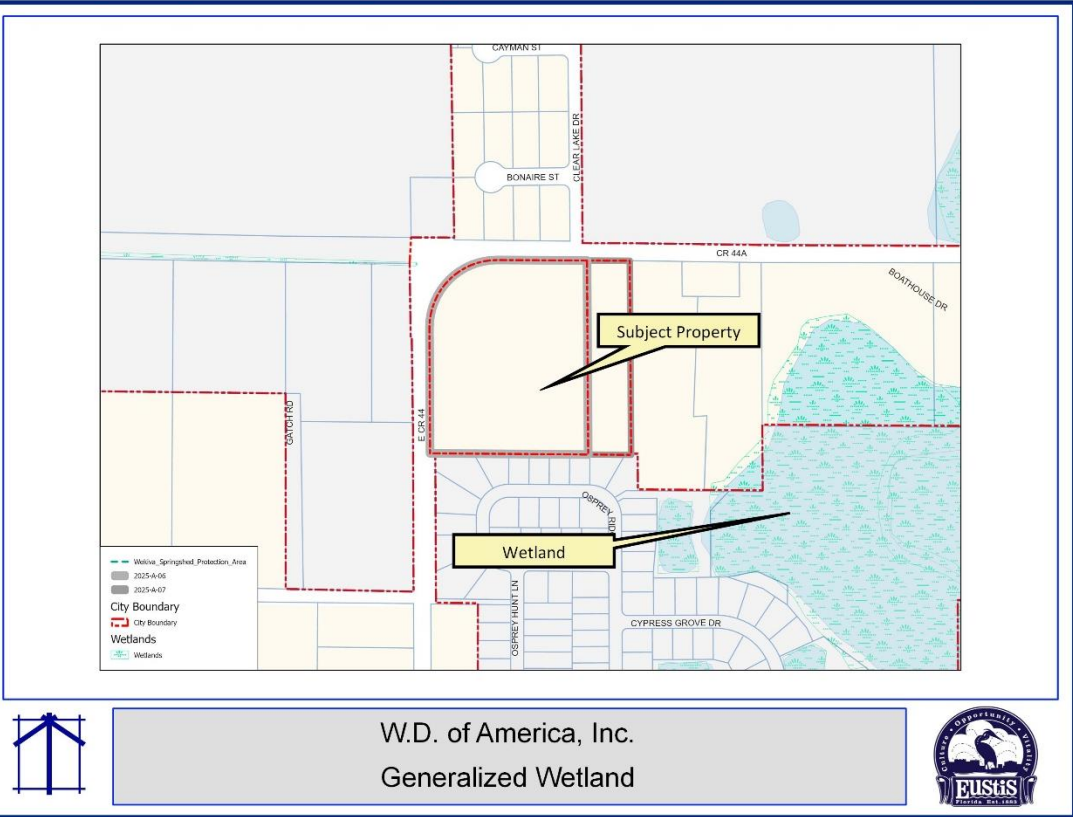
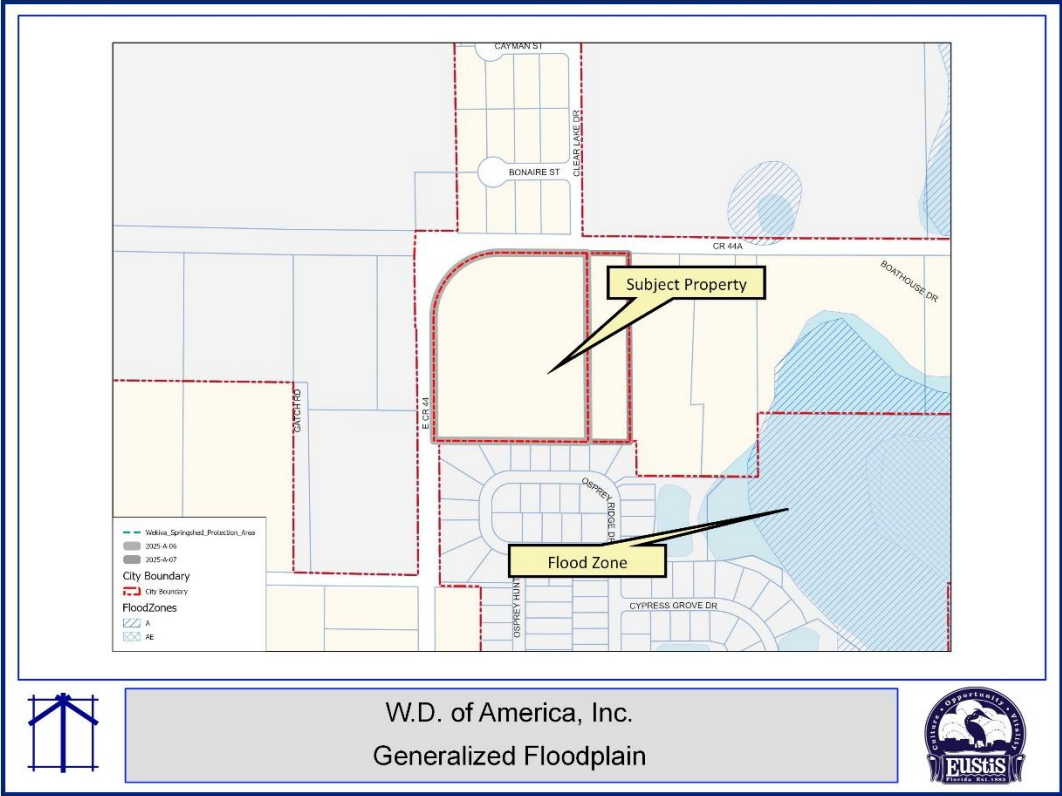


b. Historical or archaeological sites:

The City does not have any record of Florida Master Site Files related to this property, and no known historical or cultural resources exist.

c. Flood zones:

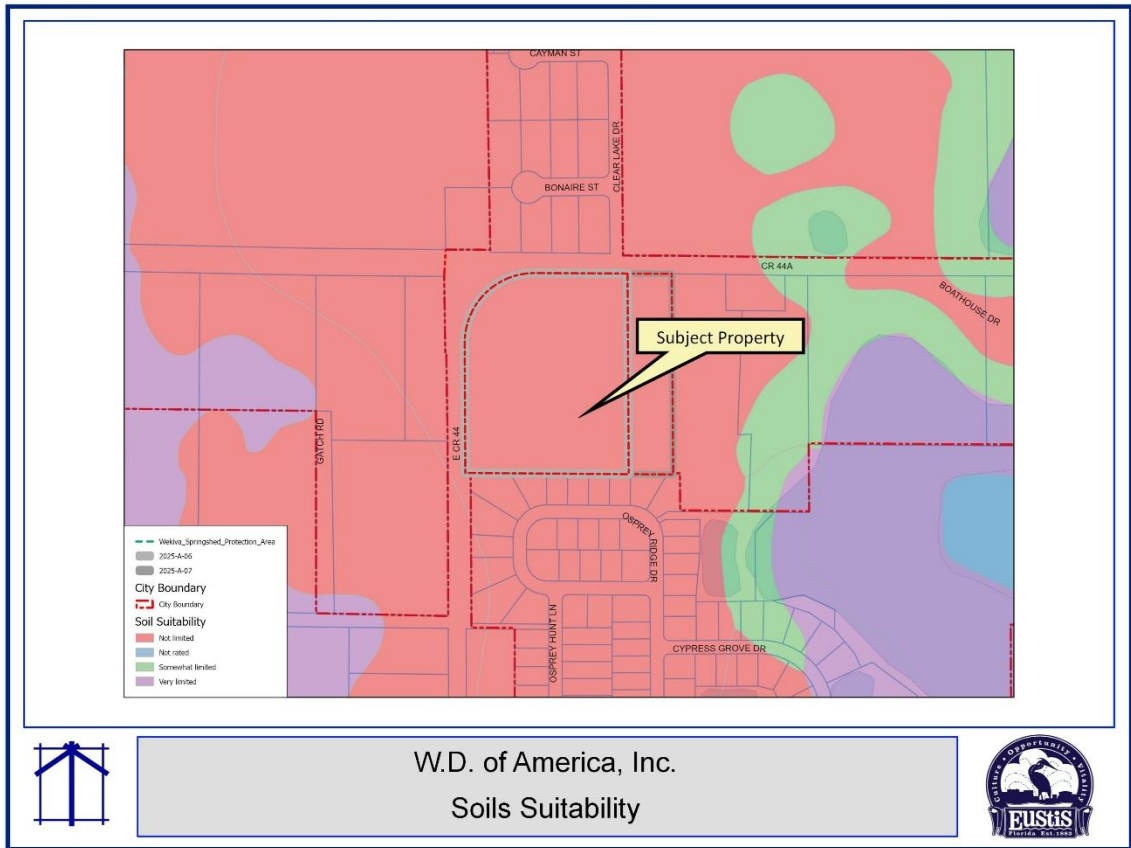
The subject property is not impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones. Development of the property poses no wetland impacts, as no wetlands exist on the property.



d. Soil and topography:

The soil appears to pose no limitations for development. At the development application stage, soils and geotechnical reports will be required as part of the application packages as well as for permitting for development with the applicable state agencies.

As site plan and building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the time of development warrant such protection.



3. Comprehensive Plan Review:

Additional criteria and standards are also included in the Plan that describes when, where and how development is to occur. Plan development policies will be used to evaluate the appropriateness of the compatibility of the use, intensity, location, and timing of the proposed amendment.

Existing Land Use According to the Lake County Comprehensive Plan:

“The Urban Low Density Future Land Use Category provides for a range of residential development at a maximum density of four (4) dwelling units per net

buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

This category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities. Within this category any residential development in excess of 10 dwelling units shall be required to provide a minimum 25% of the net buildable area of the entire site as common open space.

The maximum intensity in this category shall be 0.25, except for civic institutional uses which shall be 0.35. The maximum Impervious Surface Ratio shall be 0.60.”

Proposed Land Use According to the Eustis Comprehensive Plan:

General Commercial (GC):

The GC designation is intended to provide an area consisting of primarily free-standing commercial land uses serving both motorists and local residents.

General Range of Uses: General Commercial may include a variety of free-standing retail and service uses and small strip centers including automotive-oriented uses such as service stations and auto sales as well as outdoor recreation, and schools. Public and utility services and facilities that are 5 acres or less in size are also permitted.

Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Comparison of Lake County Development Conditions

The existing Lake County future land use designation of the property is Urban Low, which provides for a range of residential development in addition to civic, commercial and office uses at an appropriate scale and intensity to serve this category. Allowable density and intensity in Urban Low is a maximum of 4 dwelling units per acre and intensity of 0.25 to 0.35 floor area ratio, with the sum of residential density and non-residential intensity not exceeding 100%.

Residential: Lake County limits residential development to 4 du/acre, while the City of Eustis General Commercial (GC) does not allow single-family residential, and multi-family is only allowed by PUD.

Proposed Residential Land Uses.

The City shall limit these uses adjacent to incompatible commercial or industrial lands unless sufficient mitigation, such as buffering and setbacks, is provided and available, which lessens the impact to the proposed residences.

Not applicable.

Proposed Non-Residential Land Uses.

The City shall generally not permit new industrial uses to be located adjacent to existing or planned residentially designated areas.

The proposed future land use does not allow for industrial-type uses that may be incompatible with existing residential uses. Through the site development process, each project is evaluated, and the appropriate land development regulations are applied to mitigate potential incompatibility.

1. Transportation:

Each application for a land use designation amendment will be required to demonstrate consistency with the Transportation Element of the adopted Comprehensive Plan.

This potential added commercial development will be evaluated at the time a development plan is submitted. At this time, the adjacent transportation network (CR 44/CR 44A) has the capacity to serve the proposed GC land use. Future improvements will depend on the ultimate buildout intensity and specific commercial uses. Prior to the development of the property, site plan approval amongst other approvals will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts.

2. Water Supply:

Each application for a land use designation amendment will be required to demonstrate that adequate water supplies and associated public facilities are (or will be) available to meet the projected growth demands.

City water service and other services are available. The City's adopted Water Supply Plan anticipated additional growth consistent with this development, so both supply and capacity are available.

In Accordance with Chapter 102-16(f), Land Development Regulations

Standards for Review:

In reviewing the application of a proposed amendment to the comprehensive plan, the local planning agency and the city commission shall consider:

a. *Consistent with Comprehensive Plan:*

Whether the proposed amendment is consistent with all expressed policies the comprehensive plan.

The proposed amendment is consistent with the Comprehensive Plan.

b. In Conflict with Land Development Regulations:

Whether the proposed amendment is in conflict with any applicable provisions of these land development regulations.

The proposed amendment is not in conflict with the Land Development Regulations. At the time of development, there will be further review for compliance.

c. Inconsistent with Surrounding Uses:

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

City commercial future land use has been designated for the west side of the CR 44/44A intersection. The General Commercial FLU would not be inconsistent for the area.

d. Changed Conditions:

Whether there have been changed conditions that justify an amendment.

The applicant wishes to annex the property into the City limits of Eustis. Assignment of a City of Eustis future land use designation is required. Upon annexation, the subject property will have a full array of municipal services, including central water. These changed conditions warrant a change in the land use designation.

e. Demand on Public Facilities:

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.

City water and sewer services are available and, in close proximity to the site. Adequate capacity is available to serve future development consistent with the requested future land use designation.

Upon annexation, the City will also provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

f. Impact on Environment:

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

The site contains no apparent natural resources and is not connected to significant open space.

g. Orderly Development Pattern:

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 site is contiguous to the City limits. The annexation would create a logical development pattern as it extends the City limits to a more natural boundary in this area.

h. Public Interest and Intent of Regulations:

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

The purpose and intent of the Land Development Regulations is as follows:

“The general purpose of this Code is to establish procedures and standards for the development of land within the corporate boundaries and the planning area of the city, such procedures and standards being formulated in an effort to promote the public health, safety and welfare and enforce and implement the city's comprehensive plan, while permitting the orderly growth and development with the city and Eustis planning area consistent with its small-town community character and lifestyle.”

The requested designation of GC land use will provide for orderly growth and development. This designation would advance the public interest by potentially providing additional commercial options, and the application of the LDRs to future development will ensure consistency with the community character and lifestyle of the city.

i. Other Matters:

Any other matters that may be deemed appropriate by the local planning agency or the city commissioners, in review and consideration of the proposed amendment.

No other matters.



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: Eustis Local Planning Agency

FROM: Rick Gierok, Interim City Manager

DATE: May 7, 2026

RE: Ordinance Number 2026-10: Future Land Use Map Amendment
Comprehensive Plan Amendment for Annexation of Parcel with Alternate Key
Number 3959037

Introduction:

Ordinance Number 2026-09 provides for the voluntary annexation of approximately 2.8 acres located on the east side of the intersection of County Road 44 and County Road 44A (Alternate Key Number 3959037). Provided the annexation of the subject property is approved, Ordinance Number 2026-10 would change the Future Land Use designation from Urban Low in Lake County to Mixed Commercial Industrial (MCI) in the City of Eustis, and Ordinance Number 2026-11 would assign the subject property a Design District designation of Suburban Corridor. If Ordinance Number 2026-09 is denied, then there can be no consideration of Ordinance Numbers 2026-10 and 2026-11.

Background:

1. The site contains approximately 2.8 acres and is located within the Eustis Joint Planning Area. The site is currently Residential and agricultural/silvicultural (Planted Pines)
2. The subject property is contiguous to the current City of Eustis boundary on the south property lines.
3. The site has a Lake County Future Land Use Designation of Urban Low, but approval of Ordinance Number 2026-10 would change the land use designation to Mixed Commercial Industrial (MCI) in the City of Eustis.

Location	Existing Use	Future Land Use	Design District
Site	Residential/Planted Pines	Urban Low (Lake County)	N/A
North	Single-Family Residential	Urban Low (Lake County)	N/A
South	Single-Family Residential	Suburban Residential (SR)	Rural Neighborhood
East	Single-Family Residential	Urban Low (Lake County)	Suburban Corridor
West	Vacant	General Commercial (GC) and Mixed Commercial Residential (MCR)	N/A

Subject Property

Legend:
- Wetlands Springhead Protection Area
2025/4/21
City Boundary
City Boundary

T and S FL Partners, Inc.
Aerial Location

Subject Property

Legend:
- Wetlands Springhead Protection Area
2025/4/21
City Boundary
City Boundary

T and S FL Partners, Inc.
Location

Applicant's Request

The applicant and property owner wish to annex the property, change the future land use to **Mixed Commercial Industrial (MCI)**, and assign a design district of Suburban Corridor. The applicant's application did not detail the intended use of the property beyond future commercial development. The applicant has entered into a Development Agreement with the City of Eustis, approved by separate ordinance, which establishes permitted uses, development standards, and design requirements for the property.

The current Lake County land use designation for the subject property is Urban Low. The Lake County land use designation allows for residential uses of up to four (4) dwelling units per one (1) net buildable acre and civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

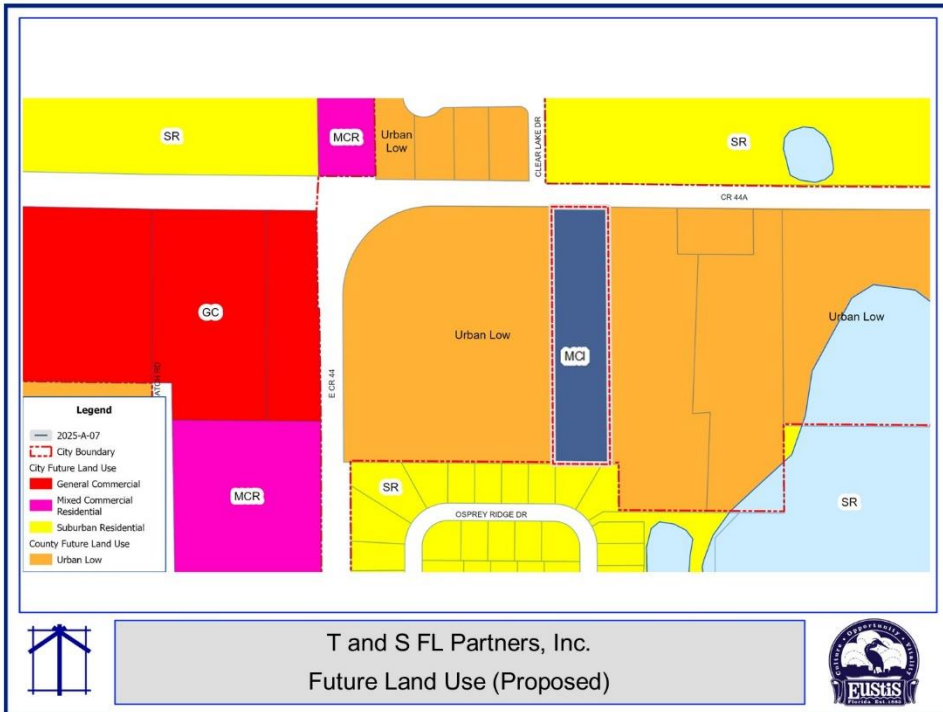
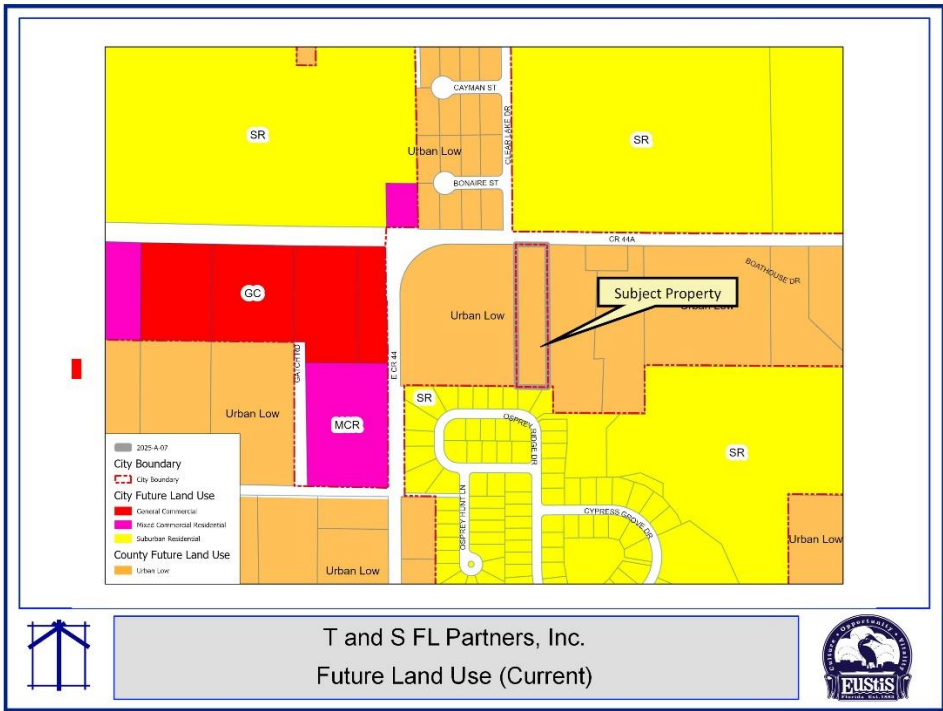
The proposed Mixed Commercial Industrial (MCI) land use designation within the City of Eustis provides for future commercial or industrial development. This future land use district request matches the designations to the west.

A. Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 2026-10)

In accordance with Chapter 163.3177(9), Florida Statutes, to discourage urban sprawl, the Florida Statutes outlines the Primary Indicators of Sprawl. Staff has reviewed these indicators and finds that the proposed annexation and assignment of Future Land Use does not contradict the intent of the primary indicators of sprawl as outlined. The outline and summary of these indicators are included in the supplement to this report.

B. Per the City of Eustis Comprehensive Plan, Future Land Use Element Appendix

Staff has assessed the proposed amendment to the City of Eustis Comprehensive Plan Future Land Use map relating to the development patterns described and supported within the Plan, including conditions and impacts to utility infrastructure, transportation infrastructure, natural features, and the environment. Staff review finds that the proposed assignment of the Mixed Commercial Industrial (MCI) future land use will not result in impacts that will cause detriment beyond current patterns. The outline and summary of this analysis are included as a supplement to this report.



Recommended Action:

Development Services finds that the proposed Future Land Use designation is consistent with the Comprehensive Plan, Land Development Regulations, and surrounding and adjacent land uses; therefore, it presents the request to transmittal A-2026-0005 under Ordinance Number 2026-10 to the City Commission for consideration, along with the associated annexation.

Policy Implications:

None

Alternatives:

1. Transmit A-2026-0005 under Ordinance Number 2026-10 (Comp. Plan Amendment), to the City Commission for consideration
2. Do Not Transmit A-2026-0005 under Ordinance Number 2026-10 (Comp. Plan Amendment), to the City Commission for consideration

Budget/Staff Impact:

There would be no direct costs to the City beyond the normal City services. There would be no additional staff time beyond the normal review process.

Business Impact Estimate:

The City has determined that a Business Impact Estimate is NOT required as the following exemption applies to the proposed ordinances: Section 166.041(4)(c): enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.

Prepared By:

Jeff Richardson, AICP, Interim Director, Development Services

Reviewed By:

Miranda Burrowes, Deputy City Manager

ORDINANCE NUMBER 2026-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3187, FLORIDA STATUTES; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 2.8 ACRES OF REAL PROPERTY PROPOSED FOR ANNEXATION INTO THE CITY OF EUSTIS AT ALTERNATE KEY NUMBER 3959037, GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF COUNTY ROAD 44 AND COUNTY ROAD 44A.

WHEREAS, on November 4, 2010, the Eustis City Commission adopted the City of Eustis Comprehensive Plan 2010-2035 through Ordinance Number 10-11; and

WHEREAS, the State of Florida Department of Community Affairs found the City of Eustis Comprehensive Plan 2010-2035 In Compliance pursuant to Sections 163.3184, 163.3187, and 163.3189 Florida Statutes; and

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan in accordance with Chapter 163.3187 and 163.3191, Florida Statutes; and

WHEREAS, the subject property is proposed for annexation into the City of Eustis pursuant to Chapter 171, Florida Statutes; and

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 2.8 acres of real property located on the east side of the intersection of County Road 44 and County Road 44A and more particularly described herein; and

WHEREAS, on May 7, 2026, the Local Planning Agency held a duly noticed public hearing and recommended approval of the Small-Scale Future Land Use Amendment; and

WHEREAS, on May 7, 2026, the City Commission held the first duly noticed public hearing to consider the amendment; and

WHEREAS, on May 21, 2026, the City Commission held the second duly noticed public hearing and adopted the amendment.

NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS HEREBY ORDAINS:

SECTION 1.

Land Use Designation: That the Future Land Use Designation of the real property as described below shall be changed from Urban Low in Lake County to **Mixed Commercial Industrial (MCI)** within the City of Eustis:

Parcel Alternate Key: 3959037

Parcel Identification Numbers: 06-19-27-0200-000-00501

Legal Description:

A portion of Lot 5, C.M. Rehrer's Subdivision, according to the plat thereof, as recorded in Plat Book 1, Page 50, of the Public Records of Lake County, Florida, lying in Section 6, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Commencing at the Northwest corner of Tract S, Spring Ridge Estates, according to the plat thereof, as recorded in Plat Book 58, Pages 28 through 30, of the Public Records of Lake County, Florida, and with the Easterly Right-of-Way line of County Road No. 44, North 00°04'26" West, 115.21 feet, to the intersection of the Easterly Right-of-Way line of said County Road No. 44 and the Northerly line of said Lot 7; thence continuing with the Easterly Right-of-Way line of said County Road No. 44, North 00°13'04" West, 366.04 feet, to the beginning of a non-tangent curve concave Southeasterly; thence with a radius of 258.33 feet, a delta of 90°32'39", and a chord bearing and distance of North 45°01'32" East, 367.07 feet, Northeasterly along said curve, an arc length of 408.24 feet, to the end of said curve on the Southerly Right-of-Way line of County Road No. 44A; thence with the Southerly Right-of-Way line of said County Road No. 44A, South 89°36'40" East, 344.52 feet, to the Point of Beginning.

Thence continuing with the Southerly Right-of-Way line of said County Road No. 44A, South 89°36'40" East, 163.90 feet, to the Westerly line of the lands described in Official Records Book 5581, Page 918, of the Public Records of Lake County, Florida; thence departing the Southerly Right-of-Way line of said County Road No. 44A, and with the Westerly line of said lands described in Official Records Book 5581, Page 918, South 00°20'56" East, 743.98 feet, to the Northerly line of said Spring Ridge Estates; thence departing the Westerly line of said lands described in Official Records Book 5581, Page 918, and with the Northerly line of said Spring Ridge Estates, North 89°29'59" West, 163.90 feet; thence departing the Northerly line of said Spring Ridge Estates, and with a line parallel with the Westerly line of said lands described in Official Records Book 5581, Page 918, North 00°20'56" West, 743.66 feet, to the Point of Beginning.

Containing 121,902.10 Square Feet or 2.80 Acres, more or less.

(THE FOREGOING LEGAL DESCRIPTION WAS COPIED FROM THE APPLICANT'S SUBMITTED SURVEY AND HAS NOT BEEN VERIFIED FOR ACCURACY)

SECTION 2.

Map Amendment and Notification: That the Director of Development Services shall be authorized to amend the Future Land Use Map of the Comprehensive Plan to incorporate the change described in Section 1 and provide appropriate notification in accordance with Florida Statutes.

SECTION 3.

Conflict: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4.

Severability: That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision

shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION 5.

Effective Date: That the effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Commerce notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Commerce or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Commerce.

PASSED, ORDAINED, AND APPROVED this 21st day of May 2026, by the City Commission of the City of Eustis, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

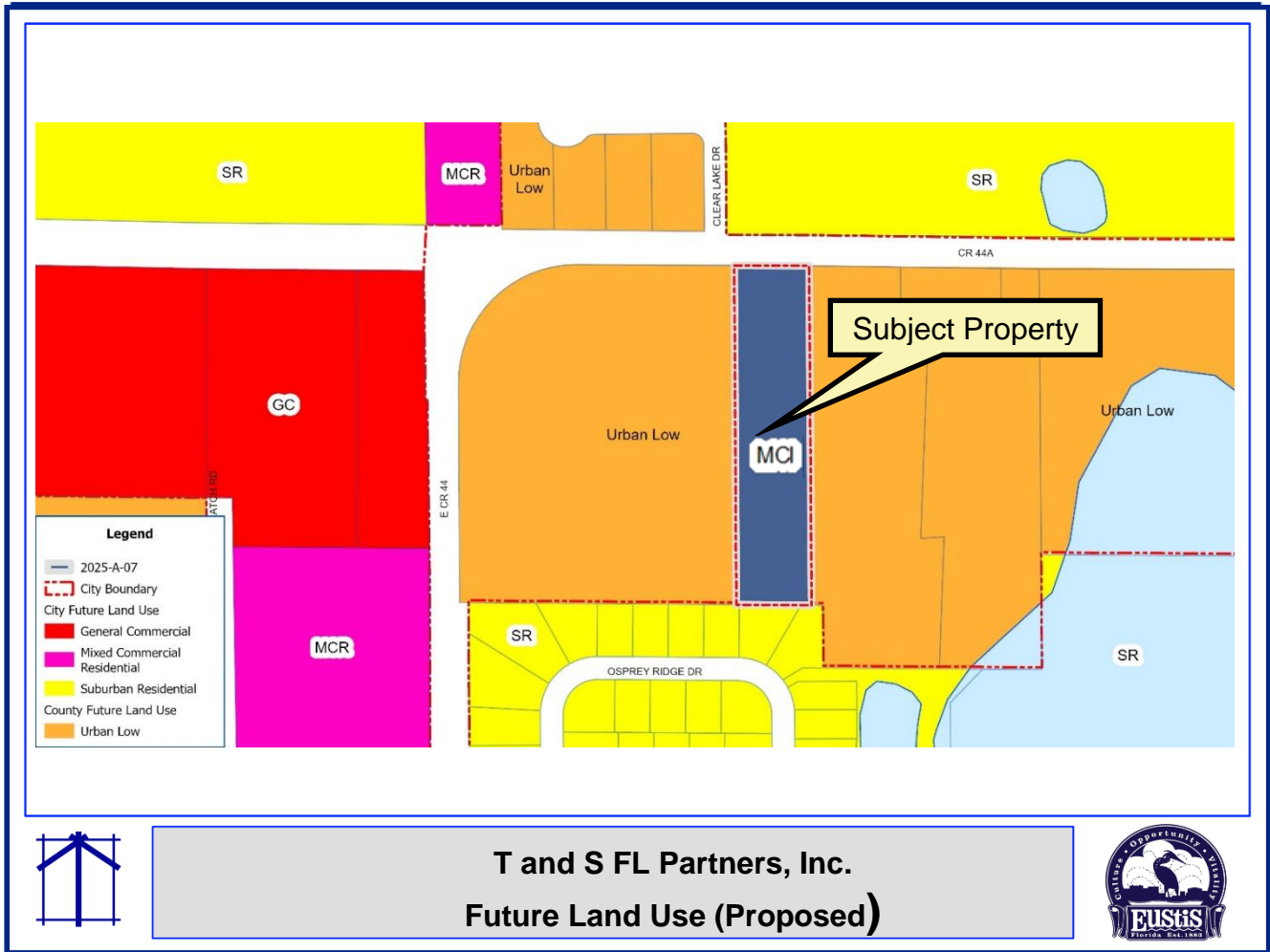
CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 21st day of May 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Commission No:

Exhibit A



Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Eustis’ website by the time notice of the proposed ordinance is published.

This form simply assists in determining whether a Business Impact Estimate must be completed under Florida law for the proposed ordinance. Should a Business Impact Estimate be required or should the City opt to provide one as a courtesy based on the selection below then a separate form with the statutory components of Section 166.041(4)(a) shall also accompany the proposed ordinance.

Ordinance Number	2026-10
Ordinance Subject	Future Land Use Map Amendment A-2026-0005
Legal Advertising Date	April 27, 2026
First Reading On	5/7/2026
Second Reading On	5/21/2026

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 2.8 ACRES OF REAL PROPERTY AT LAKE COUNTY PROPERTY APPRAISER’S ALTERNATE KEY NUMBER 3959037, GENERALLY LOCATED IN UNINCORPORATED LAKE COUNTY, FLORIDA, ON THE EAST SIDE OF THE INTERSECTION OF COUNTY ROAD 44 AND COUNTY ROAD 44A.

Based on the City’s review of the proposed ordinance (*must select one of the following*):

- The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

The City has determined that a Business Impact Estimate is NOT required as the following exemption applies to the proposed ordinance:

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 2026-10)

In accordance with Chapter 163.3177(9), Florida Statutes:

Discourage Urban Sprawl: Primary Indicators of Sprawl:

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

Review of Indicators

1. Low Intensity Development:

Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

This indicator does not apply. The requested future land use will provide commercial and industrial uses near a major intersection.

2. Urban Development in Rural Areas:

Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

This indicator does not apply. The area is a significant intersection in an urbanizing/suburbanizing area.

3. Strip or Isolated Development:

Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

This indicator does not apply. The site is within an urbanizing corridor with commercial and industrial land uses designated to the west and residential development to the south.

4. Natural Resources Protection:

Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

This indicator does not apply. The subject property is a tree farm (silviculture) and is currently planted with pine and mixed natural deciduous trees.

5. Agricultural Area Protection:

Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

This property does support active agricultural or silvicultural activities (tree farm/planted pine). However, the property is within an existing developed and further developing area, with similar land uses assigned.

6. Public Facilities:

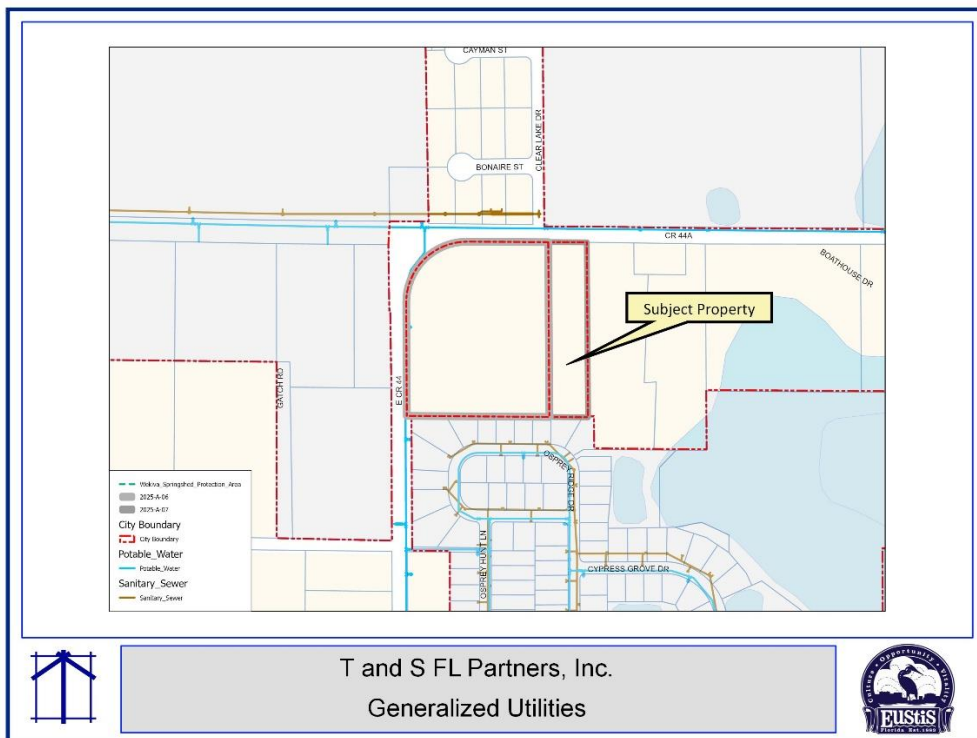
Fails to maximize use of existing public facilities and services.

This indicator does not apply. City water is available to the property. Development of this parcel will maximize the use and efficiency of the City's water service. City Sewer is available to the property and will be addressed via the site development process.

7. Cost Effectiveness and Efficiency of Public Facilities:

Allows for land use patterns or timing that disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

This indicator does not apply. Adequate capacity is available to serve the existing and future development consistent with the requested MCI future land use designation. The City provides these services to other properties in the area, so efficiency will improve.



8. Separation of Urban and Rural:

Fails to provide a clear separation between rural and urban uses.

This indicator does not apply. No other nearby properties contain active agricultural activities or uses. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses.

9. Infill and Redevelopment:

Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

This indicator does not apply. This property is a logical extension of development for the city.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. The site is surrounded by single-family development on the adjacent properties, which is consistent with permitted uses in the area. A variety of other uses are evident, including various commercial, industrial, and residential uses, within 1 mile of the subject property.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

This indicator does not apply. The Land Development Regulations include provisions to provide adequate accessibility and linkages between related uses. Development Services will ensure compliance with these standards at the time of development review.

12. Open Space:

Results in the loss of significant amounts of functional open space.

This indicator does not apply. The site does not contain functional open space and is not connected to regionally significant open space.

13. Urban Sprawl:

The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

a. Direction of Growth:

Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The site is adjacent to existing urban/suburban development patterns and is a logical extension of the urban development boundary. The Comprehensive

Plan and Land Development Regulations have provisions to protect natural resources and ecosystems at time of site plan approval.

b. Efficient and Cost-Effective Services:

Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Water and sewer service are available.

c. Walkable and Connected Communities:

Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

At the time of development, the site must meet the City's Land Development Regulations relating to connection and sidewalks. County Roads 44 and 44A are not City infrastructure and do not currently have a sidewalk system. Interconnectivity to existing and future uses will be a challenge.

d. Water and Energy Conservation:

Promotes the conservation of water and energy.

The development of the site must meet City development and Florida Building Code standards, which will require energy and water-efficient appliances.

e. Agricultural Preservation:

Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Not applicable; The site is within an existing developed/developing area.

f. Open Space:

Preserves open space and natural lands and provides for public open space and recreation needs.

This is not applicable. The site does not provide functional open space or natural areas.

g. Balance of Land Uses:

Creates a balance of land uses based upon the demands of the residential population for the nonresidential needs of an area.

The proposed land use would allow for additional commercial and industrial/flex space opportunities to serve existing residential development and capture market for through-commuters.

h. Urban Form Densities and Intensities:

Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. [163.3164](#).

Not applicable.

In Accordance with the Comprehensive Plan Future Land Use Element Appendix:

All applications for a Plan amendment relating to the development patterns described and supported within the Plan including, but not limited to, site specific applications for changes in land use designations, are presumed to involve a legislative function of local government which, if approved, would be by legislative act of the City and shall, therefore, be evaluated based upon the numerous generally acceptable planning, timing, compatibility, and public facility considerations detailed or inferred in the policies of the Plan. Each application for an amendment to the Map #1: 2035 Future Land Use Map by changing the land use designation assigned to a parcel of property shall also be reviewed to determine and assess any significant impacts to the policy structure on the Comprehensive Plan of the proposed amendment including, but not limited to, the effect of the land use change on either the internal consistency or fiscal structure of the Plan.

Major Categories of Plan Policies:

This Plan amendment application review and evaluation process will be prepared and presented in a format consistent with the major categories of Plan policies as follows:

1. **General Public Facilities/Services:**

Since the Plan policies address the continuance, expansion and initiation of new government service and facility programs, including, but not limited to, capital facility construction, each application for a land use designation amendment shall include a description and evaluation of any Plan programs (such as the effect on the timing/financing of these programs) that will be affected by the amendment if approved. This analysis shall include the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The facilities and services required for analysis include emergency services, parks and recreation, potable water, public transportation if and when available, sanitary sewer, schools, solid waste, stormwater, and the transportation network.

- a. Emergency Services Analysis:
Eustis emergency services already provide emergency response to other properties in the area. Any development consistent with the MCI future land use designation would not have a significant negative impact on the operations of Eustis emergency services.
- b. Parks & Recreation:
In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is 24,500. Pursuant to Comprehensive Plan policy and Land Development Regulation, residential development will be required to provide on-site park amenities.
- c. Potable Water & Sanitary Sewer:
Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property.
- d. Schools:
The proposed change should not negatively impact schools. At the time of development, application verification of capacity will be required from Lake County Schools.
- e. Solid Waste:
The City contracts with Waste Management for the hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in the delivery of services.
- f. Stormwater:
The Comprehensive Plan and Land Development Regulations include the level of service standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.
- g. Transportation Network Analysis:
This potential added commercial or industrial development will be evaluated at the time a development plan is submitted. At this time, the adjacent transportation network (CR 44/CR 44A) has the capacity to serve the proposed MCI land use district. Future improvements will depend on the ultimate buildout intensity and specific commercial or industrial uses. Prior to the development of the property, site plan approval amongst

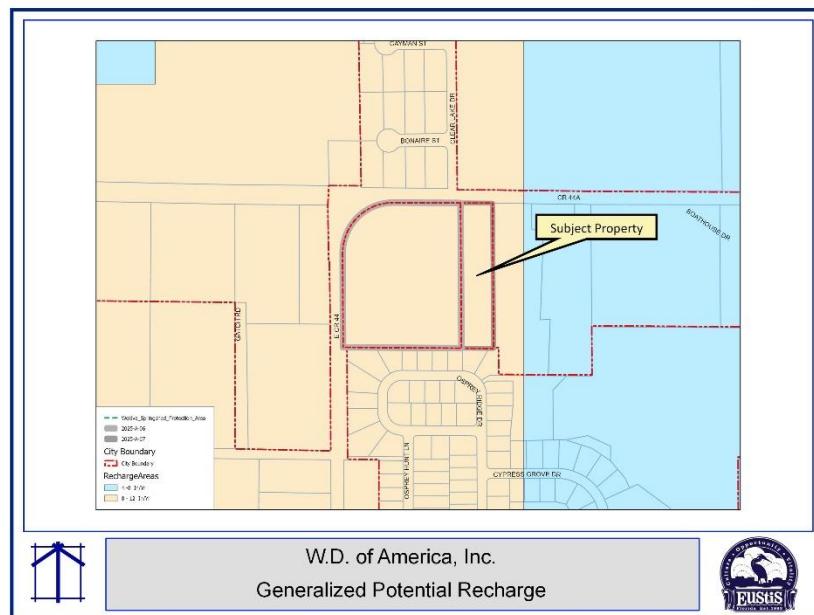
other approvals will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts.

2. Natural Resources/Natural Features:

The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Specifically, each amendment will be evaluated to 1) determine the existence of groundwater recharge areas; 2) the existence of any historical or archaeological sites; 3) the location of flood zones and the demonstration that the land uses proposed in flood-prone areas are suitable to the continued natural functioning of flood plains; and 4) the suitability of the soil and topography to the development proposed.

a. Groundwater recharge areas:

The site may be within a high recharge area; a site-specific geotechnical and hydrologic study will be needed to determine the site-specific impact at the time of development. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.

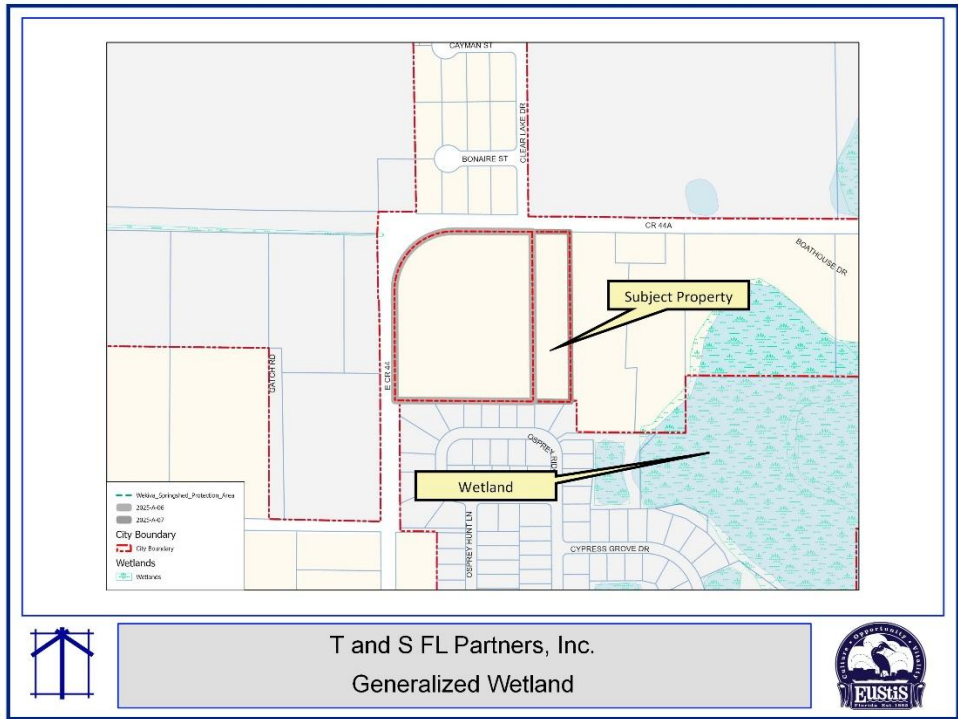
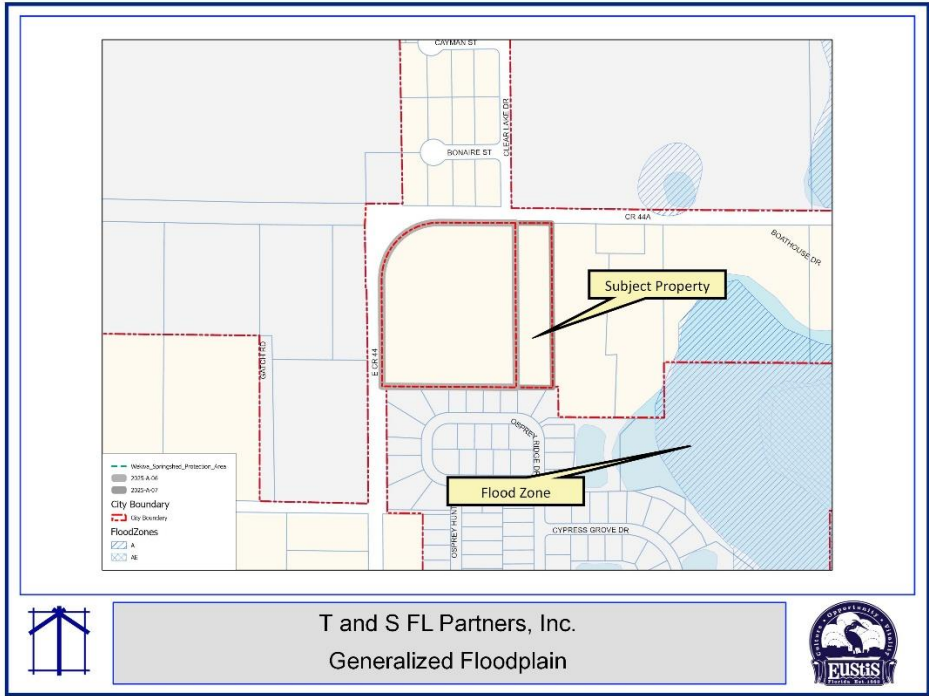


b. Historical or archaeological sites:

The City does not have any record of Florida Master Site Files related to this property, and no known historical or cultural resources exist.

c. Flood zones:

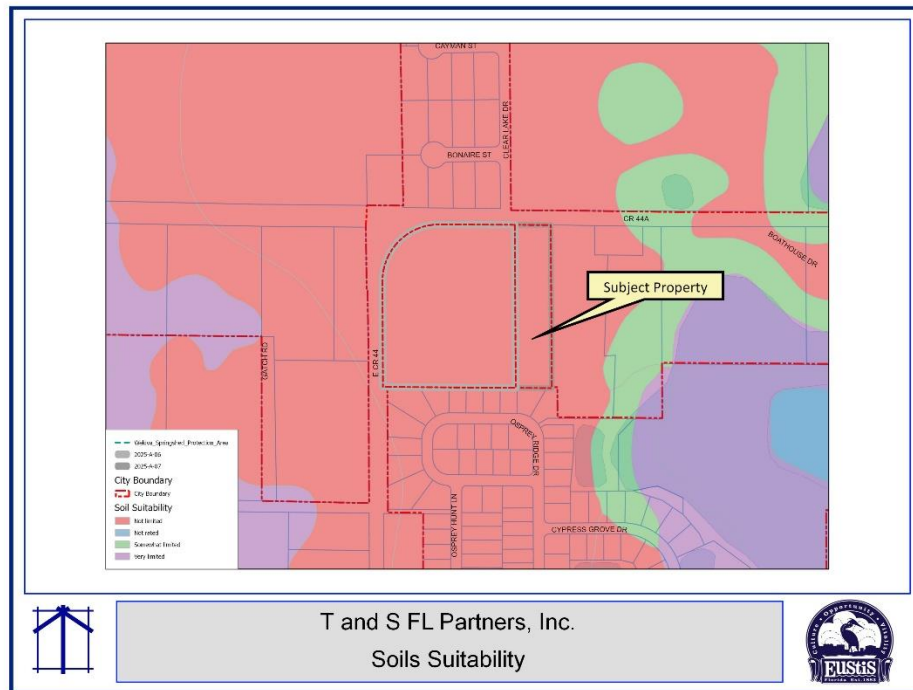
The subject property is not impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones. Development of the property poses no wetland impacts, as no wetlands exist on the property.



d. *Soil and topography:*

The soils appear to pose no limitations for development. At the development application stage, soils and geotechnical reports will be required as part of the application packages, as well as, for permitting for development with the applicable state agencies.

As site plan and building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the time of development warrant such protection.



3. Comprehensive Plan Review:

Additional criteria and standards are also included in the Plan that describe when, where and how development is to occur. Plan development policies will be used to evaluate the appropriateness of the compatibility of the use, intensity, location, and timing of the proposed amendment.

Existing Land Use According to the Lake County Comprehensive Plan:

“The Urban Low Density Future Land Use Category provides for a range of residential development at a maximum density of four (4) dwelling units per net buildable acre; in addition to civic, institutional, commercial, and office uses at

an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

This category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities. Within this category any residential development in excess of 10 dwelling units shall be required to provide a minimum 25% of the net buildable area of the entire site as common open space.

The maximum intensity in this category shall be 0.25, except for civic institutional uses which shall be 0.35. The maximum Impervious Surface Ratio shall be 0.60.”

Proposed Land Use According to the Eustis Comprehensive Plan:

Mixed Commercial

Industrial

(MCI)

This land use designation is intended to provide for development of light manufacturing, distribution, corporate office and related commercial and industrial facilities in select high profile locations and in well planned environments.

General Range of Uses: Uses include light industry and manufacturing, distribution, corporate office, and related commercial and industrial facilities in select high profile locations and in well-planned environments. Outdoor recreation and schools are permitted, as well as public and utility services and facilities that are 5 acres or less in size.

Light industry includes warehousing and wholesale distribution, provided that truck access bays and loading operations are effectively screened from view where necessary, truck traffic does not impact local streets, and hours of operation are compatible with adjacent land uses. Light industry also includes those manufacturing, distribution, and associated activities which do not create any noise, glare, vibration, odor, or waste products which would adversely impact adjacent properties or municipal utility systems, based on performance standards established in the LDRs.

Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

Mix Requirements:

There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCI. For the mixed land use category MCI, the City establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Commercial: No more than 20% of total MCI acreage

The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the City to ensure continuity and compatibility with adjacent land uses. Individual properties may develop all commercially or all industrially, provided that all applicable criteria set forth herein are met.

- 1) Future amendments to designate areas as MCI may be permitted in undeveloped areas orientated to major highways and other transportation facilities as determined by market demand, and provided that:
 - a. Mixed Commercial Industrial areas and developments therein will be held to a higher level of community design relative to signage, lighting, landscape materials, and building quality than General Commercial (GC) areas; and
 - b. Signage and lighting are limited to maintain the generally semi-rural or high-profile image character of these designated areas;
 - c. Developments within the Wekiva Protection Overlay that included longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Comparison of Lake County Development Conditions

The existing Lake County future land use designation of the property is Urban Low, which provides for a range of residential development in addition to civic, commercial and office uses at an appropriate scale and intensity to serve this category. Allowable density and intensity in Urban Low is a maximum of 4 dwelling units per acre and intensity of 0.25 to 0.35 floor area ratio, with the sum of residential density and non-residential intensity not exceeding 100%.

Residential: Lake County limits residential development to 4 du/acre.

Proposed Residential Land Uses.

The City shall limit these uses adjacent to incompatible commercial or industrial lands unless sufficient mitigation, such as buffering and setbacks, is provided and available, which lessens the impact to the proposed residences.

Not applicable.

Proposed Non-Residential Land Uses.

The City shall generally not permit new industrial uses to be located adjacent to existing or planned residentially designated areas.

The proposed future land use does not allow for industrial-type uses that may be incompatible with existing residential uses. Through the site development process, each project is evaluated, and the appropriate land development regulations are applied to mitigate potential incompatibility.

1. Transportation:

Each application for a land use designation amendment will be required to demonstrate consistency with the Transportation Element of the adopted Comprehensive Plan.

This potential added commercial or industrial development will be evaluated at the time a development plan is submitted. At this time, the adjacent transportation network (CR 44/CR 44A) has the capacity to serve the proposed MCI land use. Future improvements will depend on the ultimate buildout intensity and specific commercial or industrial uses. Prior to the development of the property, site plan approval amongst other approvals will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts.

2. Water Supply:

Each application for a land use designation amendment will be required to demonstrate that adequate water supplies and associated public facilities are (or will be) available to meet the projected growth demands.

City water service and other services are available. The City's adopted Water Supply Plan anticipated additional growth consistent with this development, so both supply and capacity are available.

In Accordance with Chapter 102-16(f), Land Development Regulations

Standards for Review:

In reviewing the application of a proposed amendment to the comprehensive plan, the local planning agency and the city commission shall consider:

a. Consistent with Comprehensive Plan:

Whether the proposed amendment is consistent with all expressed policies the comprehensive plan.

The proposed amendment is consistent with the Comprehensive Plan.

b. In Conflict with Land Development Regulations:

Whether the proposed amendment is in conflict with any applicable provisions of these land development regulations.

The proposed amendment is not in conflict with the Land Development Regulations. At the time of development, there will be further review for compliance.

c. Inconsistent with Surrounding Uses:

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

City commercial future land use has been designated for the west side of the CR 44/44A intersection. The Mixed Commercial Industrial (MCI) FLU would not be inconsistent for the area because there are existing commercial-type land use designations in the general vicinity of the subject property.

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

The applicant wishes to annex the property into the City limits of Eustis. Assignment of a City of Eustis future land use designation is required. Upon annexation, the subject property will have a full array of municipal services, including central water. These changed conditions warrant a change in the land use designation.

e. *Demand on Public Facilities:*

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.

City water and sewer services are available and, in close proximity to the site. Adequate capacity is available to serve future development consistent with the requested future land use designation.

Upon annexation, the City will also provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

f. *Impact on Environment:*

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

The site contains no apparent natural resources and is not connected to significant open space.

g. *Orderly Development Pattern:*

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 site is contiguous to the City limits. The annexation would create a logical development pattern as it extends the City limits to a more natural boundary in this area.

h. Public Interest and Intent of Regulations:

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

The purpose and intent of the Land Development Regulations is as follows:

“The general purpose of this Code is to establish procedures and standards for the development of land within the corporate boundaries and the planning area of the city, such procedures and standards being formulated in an effort to promote the public health, safety and welfare and enforce and implement the city's comprehensive plan, while permitting the orderly growth and development with the city and Eustis planning area consistent with its small-town community character and lifestyle.”

The requested designation of MCI land use will provide for orderly growth and development. This designation would advance the public interest by potentially providing additional commercial or industrial options, and the application of the LDRs to future development will ensure consistency with the community character and lifestyle of the city.

i. Other Matters:

Any other matters that may be deemed appropriate by the local planning agency or the city commissioners, in review and consideration of the proposed amendment.

No other matters.

Analysis of Design District Request (Ordinance Number 2026-11):

Form-Based Code:

The City's Land Development Regulations are a form-based code. Design districts are unique to form-based codes. Lake County still uses traditional Euclidean zoning, so there are no design districts for parcels in unincorporated Lake County. When a parcel annexes into the City of Eustis, the City must assign a consistent design district that follows the urban, suburban and rural transect

1. Standards for Review:

The Land Development Regulations include the following standards for review of an amendment to the Design District Map. In approving a change in the designation, the City Commission shall consider: Whether the amendment is in conflict with any applicable provisions of the Code.

a. Section 102-17(a) "...Section 109-3 Design Districts:

identifies the definition, structure, and form of each design district. The assignment of design district must follow the district pattern and intent."

The requested amendment assigns a parcel proposed for annexation into the City of Eustis a designation that meets the district pattern and intent (Suburban Corridor). The Suburban development pattern and intent, and the Suburban Corridor definition, structure and form description are stated below. The assignment of a Suburban Corridor design district designation is appropriate due to the established and proposed development patterns in the area.

b. Sec. 109-3.4. Suburban development pattern intent statements:

Intent. Suburban development pattern...relies primarily on a pattern of residential development that provides the majority of property owners with substantial yards on their own property. The street layout, comprised of streets with fewer vehicular connections, helps to reduce cut-through traffic and establishes distinct boundaries for residential communities/subdivisions. Each land use provides for pedestrian and bicycle connections.

Design districts – Suburban center.

- a. Definition. Mix of commercial, office, and potentially multifamily residential uses.*
- b. Structure. Development blocks organized with streets, pedestrian walkways and driveways.*
- c. Form. Mix of nonresidential uses from office to commercial with supportive uses adjacent to larger use types.*

A Suburban Corridor designation follows the district pattern and intent outlined in the Land Development Regulations and is consistent with the existing transect in the area.

c. Section 102-17(a)

The following guidelines must be followed when proposing the reassignment of design district:

Compatible intensities should face across streets. Changes in design districts should occur along rear alleys or lanes or along conservation edges.

Reassignment is not being proposed. A Eustis design district designation must be assigned to annexed property. The proposed design district is compatible with the surrounding design districts.

d. Consistent with Comprehensive Plan:

Whether the proposed amendment is consistent with all elements of the comprehensive plan.

The requested amendment is consistent with the Comprehensive Plan.

e. *Consistent with Surrounding Uses:*

Whether, and the extent to which, the proposed design district is consistent with existing and proposed land uses.

The Suburban Corridor definition, structure and form are compatible with the existing uses and any proposed uses permitted under the Mixed Commercial Industrial and Suburban Residential future land use designations in the area.

f. ***Changed Conditions:***

Whether there have been changed conditions that justify amending the design district.

The subject property is proposed for annexation, and a design district assignment is necessary. The conditions have changed from land located in unincorporated Lake County without central services to a site within the City of Eustis with municipal services.

g. ***Public Facilities.***

Whether, and the extent to which, the proposed redistricting would result in demands on public facilities, and whether, or to the extent to which, the proposed change 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.

A redistricting is not proposed. Assigning a design district to an annexation property will not change the demand impact on public facilities. The Future Land Use designation controls the density and intensity permitted on the site, so the Design District map amendment would not result in impacts beyond that already anticipated. Also, see the analysis of public facilities in the above sections of this report.

h. *Impact on Environment:*

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

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity, and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. As building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the time of development warrant such protection.

i. Property Values:

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

Redistricting is not being proposed; a City of Eustis design district designation must be assigned to the annexed property. This request should not affect property values because the proposed Design District designation is consistent with the surrounding development patterns and design districts.

j. Orderly Development Pattern:

Whether, and the extent to which, the proposed redistricting would result in an orderly and logical development pattern.

The request is the assignment of a design district to an annexation parcel, not redistricting. However, the proposed Design District designation is consistent with the suburban development pattern identified in Section 109-5.5 of the Land Development Regulations. Assignment of the requested designation will result in a more orderly and logical development pattern; making the designation consistent with the surrounding area designations and established development patterns.

k. Public Interest and Intent of Regulations:

Whether the proposed redistricting would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

The request is the assignment of a design district to an annexation parcel, not redistricting. The proposed Design District is not in conflict with the public interest and reflects the purpose and intent of the regulations.

l. Other Matters:

Any other matters that may be deemed appropriate by the city commission, in review and consideration of the proposed redistricting.

The request is the assignment of a design district to an annexation parcel, not redistricting. The City's Land Development Regulations are a form-based code. The Design District designations define the development form, but not the types of land use, densities, intensities, or required open space. The districts, therefore, must be consistent and follow the urban, suburban, and rural transects. This request assigns a Suburban Corridor design district designation to an annexation parcel, which is consistent with the existing transect.