



## TOWN COMMISSION MEETING

March 11, 2025 at 6:30 PM

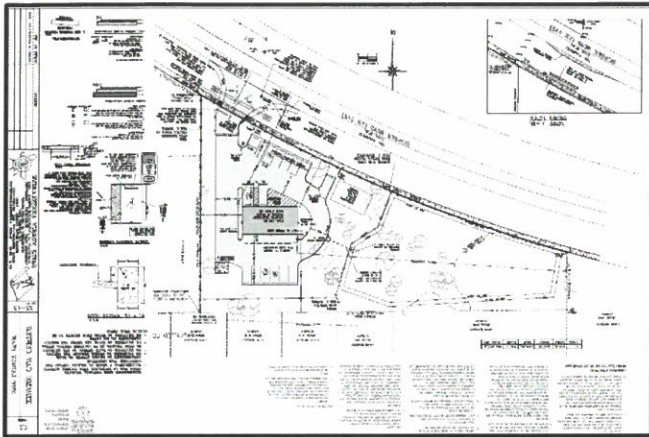
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<b>AGENDA ITEM TITLE:</b>	Discussion Item-Xtreme Car Center, Inc. Site Development Plan
<b>SUBJECT:</b>	The Town Commission will consider the approval of Xtreme Car Center, Inc Site Development Plan.
<b>STAFF ANALYSIS:</b>	A request by Wilbert Munoz has been submitted for Site Development Plan approval. The proposed location is 217 Dundee Rd and parcel number 27-28-28-844000-005020 on 1.24 +/- acres of land.
<b>FISCAL IMPACT:</b>	No Fiscal Impact
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval.
<b>ATTACHMENTS:</b>	Staff Report, Site Plan, Maps, Water Allocation Agreement, and Resolution 22-53

# Town of Dundee Town Commission Meeting

Item 2.



**To:** Town Commission

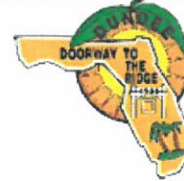
**Agenda Date:** March 11, 2025

**Department:** Planning and Zoning

**Discussion Topic:** Site Development Plan

**Requested Action:** Approval of the site development plan for Xtreme Car Center Inc.

**Prepared By:** Lorraine Peterson, Development Director



## PROPERTY INFORMATION

The site is situated on 1.24 +/- acres with lot frontage on Dundee Road (Attached Aerial Photo Map). It is on the south side of Dundee Road, north of Louise Avenue, west of Dr. Martin Luther King Street, east of Bay Street, Town of Dundee, in Section 28, Township 28, Range 27, further described as parcel number 27-28-28-844000-005020. The proposed site has an existing Future Land Use (FLU) designation of commercial and the Zoning classification of general retail commercial (CC).

## LAND DEVELOPMENT CODE

The Land Development Code requires a site development plan approval prior to the issuance of a building permit for all nonresidential uses, please see section 7.02.02 of the LDC. Section 7.02.03 gives the procedures for such an approval.

The Development Review Committee has reviewed the site development plan submitted by Xtreme Car Center Inc. and determined the plan is consistent with the comprehensive plan and land development code for the Town of Dundee.

## SITE DEVELOPMENT PLAN

Per Section 7.02.01 of the Land Development Code, the purpose of the Site Development Plan is to ensure that site-specific development projects meet the requirements of this code prior to the issuance of a building permit. It is the intent of this section that the site development plan process be a part of the building permit application process, in that the site development plan is the instrument by which improvements to the site will be constructed and inspected, and by which final inspection and certificate of occupancy shall be issued. Approval Site Development Plans are valid for one year from the date of approval. Upon approval of the Site Development Plan, the applicant may proceed with submitting detailed construction drawings to the appropriate town

# Town of Dundee Town Commission Meeting

Item 2.

staff for permitting. These shall include, but are not limited to, detailed building plans, drainage and stormwater management facilities, road and driveway construction specifications, and tree removal plans.

## ANALYSIS

The proposed site has a future land use (FLU) designation of commercial and a zoning classification of general retail commercial (CC). According to the Land Development Code (LDC), Section 2.02.01 (A) table of land uses, automobile sales and minor automotive repair are permitted by special exception approval, which was approved by Town Commission on January 10, 2023, by way of Resolution 22-53 (attached).

### ➤ Potable Water

The proposed auto sales with minor auto repair center will have a water demand of 432 gpd. (0.24 FAR used)

### ➤ Sewer

The proposed auto sales with minor auto repair center will have a sewer demand of 360 gpd. (0.20 FAR used)

### ➤ Solid Waste

Dundee transfers solid waste collected in the Town to the Polk County Landfill. As the operators of the landfill, the County plans for capacity for all municipalities in the county, as well as unincorporated areas. Polk County determined that there is sufficient landfill space for the county, including Dundee, to dispose of household garbage for approximately 65 years.

### ➤ Parking

Per section 3.03.02 off-street parking for general retail sales the minimum parking spaces is 4.0 per 1,000 SQFT. gross floor area (SFGFA) and. For a building that is 1800 square feet, 7 parking spaces is the minimum required of the 7 spaces at least 1 of the parking spaces must be an accessible space (14 parking spaces will be available). The applicant meets these requirements.

### ➤ Schools

Not applicable

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## ➤ Roads

A minor traffic study has been conducted, and the town's consulting transportation engineer finds no significant impact will result from Xtreme Car Center Inc. Roadway links that are being affected by this project will be link 8103 east and west, Dundee Rd. (from US 27 to S.R. 17 (Ridge Scenic Hwy.)). Per the applicant the project will generate 58 daily trips and 5 peak hour trips and will not lower the level of service (LOS) on this roadway.

## **CONDITIONS**

Conditions related to a developer's agreement and a water allocation agreement are included in the attachments.

## **DEVELOPMENT REVIEW COMMITTEE**

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the site development plan for Xtreme Car Center Inc. with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC:

TOD Fire Chief- Chief Joseph Carbon

TOD Public Works Director-Johnathan Vice

TOD Utilities Director-Tracy Mercer

TOD Utilities Supervisor- Raymond Morales

TOD Development Director-Lorraine Peterson

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

TOD Transportation Subconsultant- George Deakin of Deakin Property Services, Inc.

## **TOWN COMMISSION REVIEW**

Per Section 7.02.04, the Town Commission shall have the authority to review and approve or disapprove any site development plan. Alternatively, the development director may determine that a site development plan is inappropriate for administrative approval. In such cases, the town commission shall review and evaluate the site development plan with specific regard to the comprehensive plan, applicable town codes, and the advisory recommendations of town staff. The town commission shall approve, approve with conditions, or deny the site plan.

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In the alternative, the commission may, for the purpose of allowing the applicant an opportunity to address unresolved issues, continue consideration of the site plan. In the event a site development plan is denied, the reason(s) for the denial shall be noted.

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## MOTION OPTIONS:

1. I move **approval of the Site Development Plan** for Xtreme Car Center Inc.
  2. I move **approval with conditions of the Site Development Plan** for Xtreme Car Center Inc.
  3. I move **denial of the Site Development Plan** for Xtreme Car Center Inc.
  4. I move **continuing the Site Development Plan** for Xtreme Car Center Inc. to a date and time certain.
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Attachments: Location Map

Aerial Map

Site Plan

Special Exception Resolution 22-53

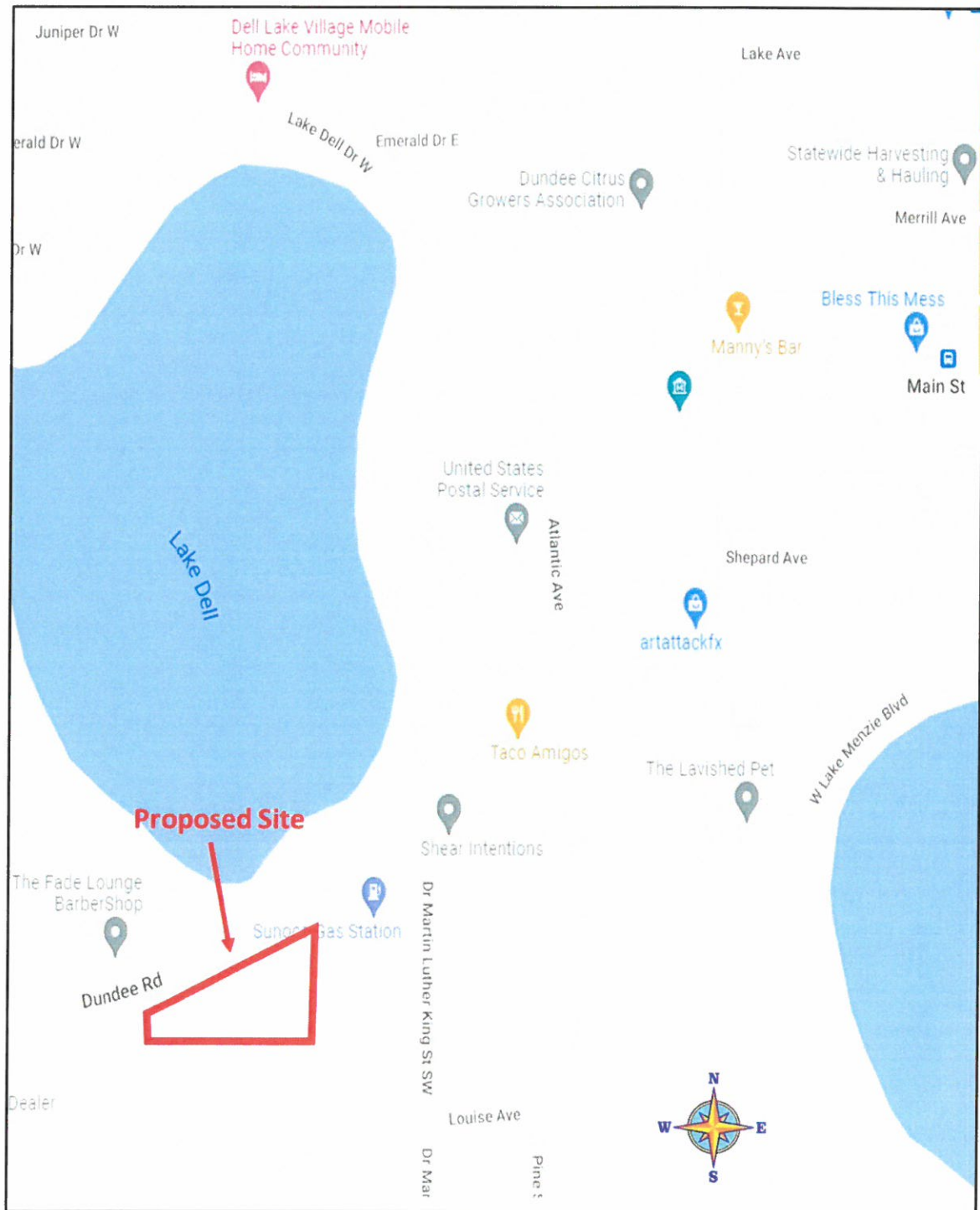
Water Allocation Agreement



# Aerial Map



# Location Map







RESOLUTION NO. 22-53

**A RESOLUTION APPROVING THE REQUEST OF XTREME CAR CENTER, INC., TO OBTAIN A SPECIAL EXCEPTION WITH CONDITIONS FOR AUTOMOBILE SALES AND MINOR AUTOMOTIVE REPAIR ON APPROXIMATELY 1.24 ACRES ZONED GENERAL RETAIL COMMERCIAL (CC) LOCATED AT 217 DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBER 272828-844000-005020; PROVIDING FOR TIMING; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) WITH REGARD TO THE CONDITIONS OF APPROVAL INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Xtreme Car Center, Inc. (the "Applicant"), an active Florida corporation, owns the property located at 217 Dundee Road (as shown in Exhibit "A"); and

**WHEREAS**, pursuant to 7.05.02 of the Town of Dundee Land Development Code (LDC) and applicable Florida law, the Applicant has submitted an application and a site plan for a Special Exception for automobile sales and minor automotive repair for approval by the Town Commission of the Town of Dundee

**WHEREAS**, the property has a Town of Dundee zoning designation of General Retail Commercial (CC); and

**WHEREAS**, the General Retail Commercial (CC) Zoning district permits automobile sales by right with an approved Special Exception; and

**WHEREAS**, the General Retail Commercial (CC) Zoning district permits minor automotive repair by right with an approved Special Exception; and

**WHEREAS**, the application for automobile sales and minor automotive repair as presented by the Applicant meets all requirements of Section 3.07.00 of the Town of Dundee Unified Land Development Code; and

**WHEREAS**, on December 15, 2022, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for special exception as set forth in this Ordinance

which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

**WHEREAS**, on December 15, 2022, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

**WHEREAS**, on December 15, 2022, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the special exception with conditions as set forth in this Resolution to the Town Commission; and

**WHEREAS**, the Town Commission has reviewed the Special Exception application, held an advertised public hearing, and provided for comments and public participation in the process in accordance with the requirements of state law; and

**WHEREAS**, the special exception approval shall be in keeping with the approved site plan (see Exhibit B) and Section 7.05.02(E) of the Dundee Unified Land Development Code, which allows for the conditioning of Special Exceptions.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:**

**Section 1. Special Exception.** The Special Exception application for automobile sales and minor automotive repair located at 217 Dundee Road (see Exhibit "A" – aerial photo map of location) is approved and shall conform to the site plan (see Exhibit "B"- the proposed site development plan). Provided further, in accordance with Section 7.05.02(E) of the Town of Dundee Unified Land Development Code, the following conditions and safeguards shall be imposed on the grant this special exception and site plan (see Exhibit "B"), as follows:

1. Completion of a transportation analysis.
2. A signed Concurrency Developer's Agreement and a Water Supply Allocation Agreement.
3. A knee wall and/or wrought iron fence be installed on the portion of property facing Dundee Road.
4. All repair work shall occur inside the building (see attached Exhibit "B");
5. No repair work may occur between 7:00 pm and 8:00 am.

6. No parking shall be permitted on any unpaved portion of the property located at 217 Dundee Road (see attached Exhibit "A");
7. The Applicant will work with staff to ensure the building design meets and complies with the intent of the Dundee Vision Plan which includes, but shall not be limited to, building aesthetics; and
8. The requirement that a special exception begin to serve the purpose for which it was granted permission within 180 days from the date of approval is extended to 12 months to permit the applicant time to complete site plan approval, construction plan approval, and construction.
9. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this condition, the term(s) **Abandon/Abandonment** shall also mean the intentional and voluntary relinquishment of the approved use(s). The temporary cessation of the approved use(s) does not operate to effect an abandonment of the use(s). For purposes of this condition, "temporary cessation" means a temporary cessation of a use for a period of time not to exceed 120 consecutive days. In the event of discontinuance of a use for a period of time exceeding 120 consecutive days or a period of time totaling 180 calendar days within a calendar year, the use shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the subject real property failed to strictly adhere to the condition(s) prescribed by Resolution 22-53 shall constitute an abandonment of the Special Exception.
10. 217 Dundee Road, Xtreme Car Center, Inc., the washing and detailing of cars are to be done on cars that are sold as part of the business of Xtreme Car Center, Inc. Car washing and detailing of cars for the public is not permitted.

**Section 2. Timing.** In accordance with Section 7.05.03, the special exception, as granted through this Resolution, shall expire if the special exception uses do not commence within twelve (12) months from the date of approval of this Resolution or if such uses are abandoned for a period greater than 180 days.

**Section 3. Town Manager Authorization.** The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions with regard to the conditions of approval of this Resolution which includes, but shall not be limited to, negotiating and entering into a developer's agreement on behalf of the Town of Dundee.

**Section 4. Severability.** The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared

**RESOLUTION 22-53**  
**PAGE 4**

by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.

**Section 5. Administrative Correction of Scrivener's Errors.** The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

**Section 6. Conflicts.** In any case where a provision of this Resolution is found to be in conflict with a provision of any other resolution of the Town of Dundee, the provisions of this Resolution shall prevail.

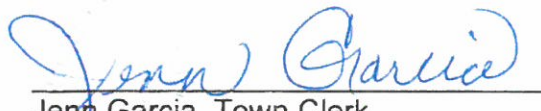
**Section 7. Effective Date.** This Resolution shall become effective immediately upon its passage.

**INTRODUCED AND PASSED** by the Town Commission of the Town of Dundee, Florida, in regular session, this 10<sup>th</sup> day of January, 2023.

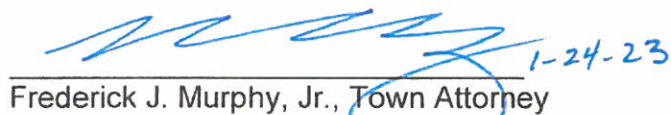
**TOWN OF DUNDEE**

  
Sam Pennant, Mayor

ATTEST WITH SEAL:

  
Jenn Garcia, Town Clerk

Approved as to form:

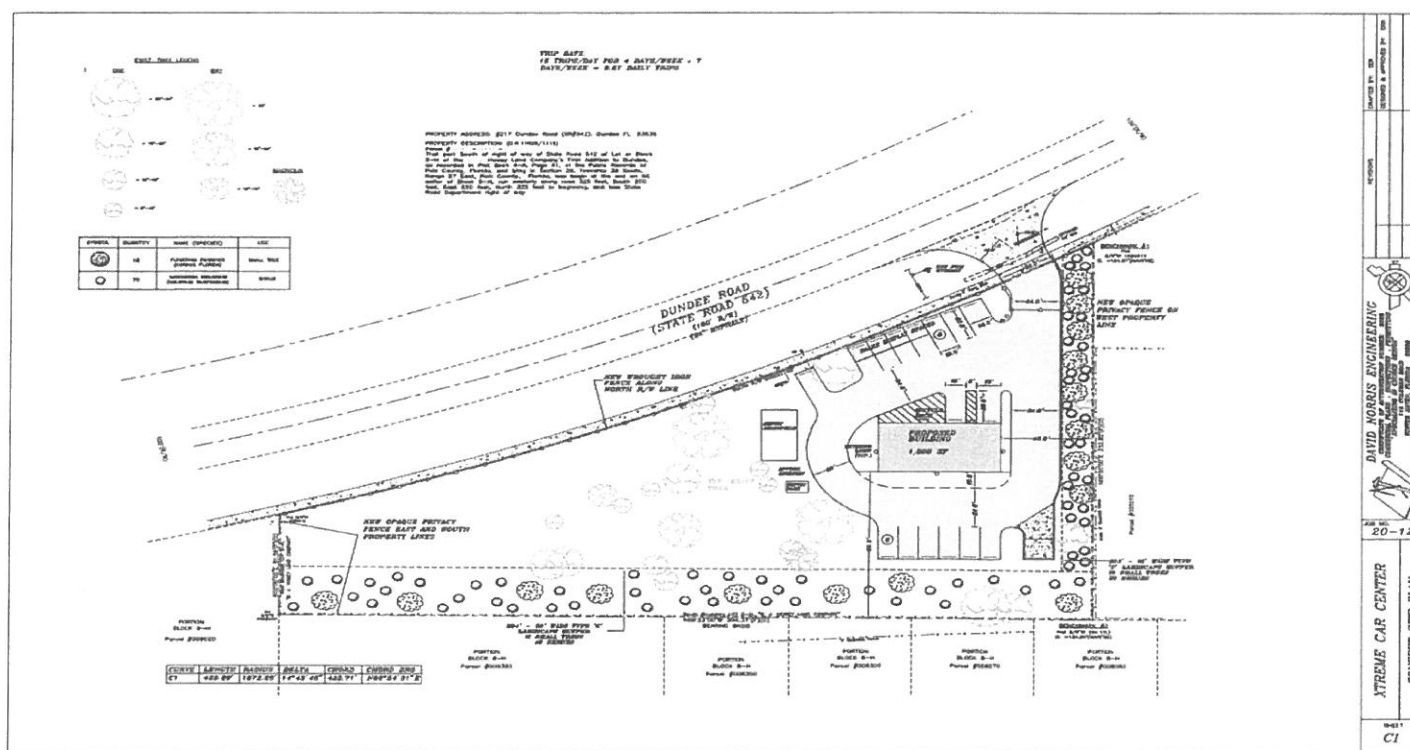
  
Frederick J. Murphy, Jr., Town Attorney



Resolution 22-53  
Exhibit "A"



**Resolution 22-53**  
**Exhibit "B"**





INSTR # 2023043719  
 BK 12592 Pgs 1385-1390 PG(s) 6  
 RECORDED 02/23/2023 04:32:50 PM  
 STACY M. BUTTERFIELD,  
 CLERK OF COURT POLK COUNTY  
 RECORDING FEES \$52.50  
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**THIS INSTRUMENT PREPARED BY  
 AND SHOULD BE RETURNED TO:**

Frederick J. Murphy, Jr., Esquire  
 Boswell & Dunlap LLP  
 Post Office Drawer 30  
 245 South Central Avenue (33830)  
 Bartow, FL 33831

**WATER SUPPLY ALLOCATION AGREEMENT**

THIS AGREEMENT is made and entered into this 27 day of January, 2023 by and between Xtreme Car Center, Inc. ("OWNER"), and the TOWN OF DUNDEE, FLORIDA, a municipal corporation created under the laws of the State of Florida ("TOWN").

\*a FLORIDA Corporation

**RECITALS**

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in Exhibit "A" attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property.
6. TOWN is ready, willing, and able to extend such service subject to later execution of an agreement regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
7. OWNER is willing to agree to such water allocation.
8. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

(3 wells existing)  
 2 are "plugged"  
 1 is only for monitoring  
 W.M.

ACCORDINGLY, in consideration of the above-referenced Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct, and form a material part of this Agreement.

**SECTION 2. WATER ALLOCATION TRANSFER.** The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit no. A18 (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently A18 gallons per day ("GPD"). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement.

**SECTION 3. RECORDING.** OWNER agrees that TOWN may record this Agreement in the Public Records of Polk County, Florida.

**SECTION 4. EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date on which the TOWN's governing body approves this Agreement.

**SECTION 5. COVENANT RUNNING WITH THE LAND.** OWNER agrees that its transfer of water allocation is a covenant running with the Property and shall be binding on future owners of the Property.

**SECTION 6. WATER SERVICE.** Upon execution of an agreement regarding the TOWN's provision of water and wastewater services, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

**SECTION 7. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

**SECTION 8. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be exclusively in the state courts of competent jurisdiction in Polk County, Florida.

**SECTION 9. AUTHORITY TO EXECUTE AGREEMENT.** The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full



power and authority to bind the entity for which that person is signing.

**SECTION 10. CAPACITY.** No specific reservation of water or wastewater capacity is granted by TOWN under this Agreement EXCEPT as specifically stated herein.

**SECTION 11. ARMS LENGTH TRANSACTION.** Both parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

**SECTION 12. AMENDMENT AND ASSIGNMENT.** This Agreement may not be amended and/or assigned, unless evidenced in writing and executed by the parties hereto and approved by the TOWN's governing body.

**SECTION 13. PUBLIC RECORDS.** Pursuant to Florida law, if the OWNER is a "contractor" as defined in § 119.07D1(1)(a), Florida Statutes, OWNER must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the OWNER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the TOWN's information technology systems.

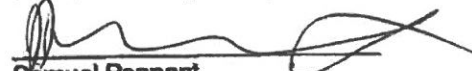
**IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, JGARCIA@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FL 33838.**

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

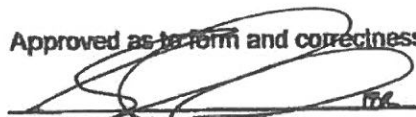
ATTEST:

  
Jenn Garcia  
Town Clerk

TOWN OF DUNDEE, FLORIDA, a  
Florida municipal corporation

  
Samuel Pennant  
Mayor

Approved as to form and correctness:

  
Frederick J. Murphy, Jr.  
Town Attorney

STATE OF FLORIDA  
COUNTY OF POLK

Before me, by means of ☒ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared SAMUEL PENNANT, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, ☒ to me well known and known to me to be the individual described in and/or ☐ produced \_\_\_\_\_ as identification and who executed the forgoing instrument, and was authorized on behalf of said Town of Dundee, Florida, a Florida municipal corporation, to execute same, and he severally acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 10th day of February 2023

My Commission expires:

09/14/2023

  
Notary Public in and for the State of Florida at Large



Jennifer P. Denson-Garcia  
Comm. # GG907816  
Expires: Sept. 14, 2023  
Bonded Thru Aaron Notary

OWNER  
Xtreme Car Center, Inc  
W Munoz  
 By: Wilbert Munoz  
 Print Name:  
 Its: President  
 Date: 1-6-2023  
 [CORPORATE SEAL]

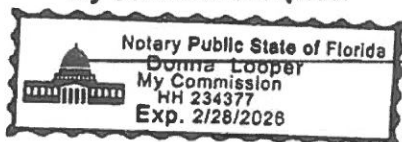
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STATE OF FLORIDA  
 COUNTY OF Dolk

Before me, by means of a physical presence or a online notarization, the undersigned authority, this day personally appeared Wilbert Munoz, as owner of Xtreme Car Center Inc., a \_\_\_\_\_, to me well known and known to me to be the individual described in and/or a produced Dr. License as identification and who executed the forgoing instrument, and was authorized on behalf of said Xtreme Car Center Inc. Owner, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6 day of Jan., 2023.

My Commission expires:



Donna Cooper  
 Notary Public in and for the State of Florida at Large

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

That part South of right of way of State Road 542 of Lot or Block 5-H of the W. J. Howey Land Company's First Addition to Dundee, as recorded in Plat Book 4-A, Page 41, of the Public Records of Polk County, Florida, and lying in Section 28, Township 28 South, Range 27 East, Polk County, Florida, less begin at the end on NE corner of Block 5-H, run westerly along road 325 feet, South 200 feet, East 250 feet, North 325 feet to beginning, and less State Road Department right of way.



STATE OF FLORIDA, COUNTY OF POLK

This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal on 2/23/23

This copy has been reviewed, and if required by law, redacted.

STACY M. BUTTERFIELD, CLERK CIRCUIT COURT  
 By [Signature] D.C.



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**XTREME CAR CENTER INC**  
217 Dundee Rd, Special Exception

Attn: Lorraine Peterson /Brenda Carter  
Town of Dundee

Response to Town Legal Department Comments following email from September 8,2022  
As Requested:

**Parcel ID: 27-28-28-844000-005020**

**Metes and Bounds Legal Description of Property:** The part South of right of way of State Road 542 of Lot or Block 5-H of the W. J. Howey Land Company's First Addition to Dundee, as recorded in Plat Book 4-A, Page 41, of the Publics Records of Polk County, Florida and lying in Section 28, Township 28 South, Range 27 East, Polk County, Florida, less begin at the end on NE corner of Block 5-H, run westerly along road 325 feet, South 200 feet, East 250 feet, North 325 feet to beginning, and less State Road Department right of way.

**Conditions of use as Auto Sales & Minor Automotive Repairs:** "Minor Automotive Repairs" means activities conducted as a service garage involving maintenance or small-scale mechanical work on motor vehicles. This will include inspection, maintenance, repair or replacement of the following:

- A. Batteries
- B. Brake Systems
- C. Fuel Systems
- D. Ignition and Electrical Systems
- E. Oil, Antifreeze, and Other fluids
- F. Tires

"Minor Automotive Repair" does not include disassembly or removal of engines and/or transmissions.

p.d. if any other information is needed feel free to contact me,

Sincerely : Wilbert D. Munoz (863-242-6142)  
xtremecarcenterinc@yahoo.com

