

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), provided that the drive-through does not face north towards County Road 44A or face south towards the Spring Ridge Estates Subdivision; 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

with a copy to:

Name: Travis Sawchuk
Address: 18526 County Road 44A, Eustis,
FL 32736
Telephone: (352) 267-1702
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: Deanna L. Mikiska
 Address: 10 N. Grove Street
Eustis, FL 32707

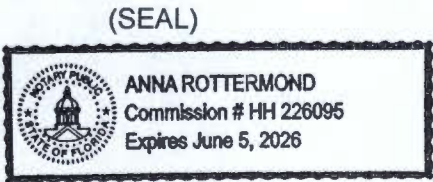
DEVELOPER:
 By: W. D. of America, Inc., a Florida Corporation
 By: 
 Name: Denton Cairnes
 Title: President

Witness #2:

By: [Signature]
Print Name: Anna Rottermund
Address: 10 N. Grove Street
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 13th day of May, 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 _____ as identification.



[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 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**



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. **Gas Station/Convenience Store**
3. **No Retail Sale of Alcohol**
4. **Vehicle-related uses**, including:
 - o Vehicle repair or service facilities
 - o Vehicle sales or leasing
 - o Vehicle washing/car wash establishments (automatic or manual)
5. **Outdoor storage**, including the outdoor storage of materials, equipment, merchandise, or vehicles, except as may be expressly approved as part of a permitted use.
6. **Heavy industrial uses**, including fabrication, processing, assembly, or similar high-intensity industrial operations.
7. **Bars, or nightclubs**
8. **Self-storage or mini-warehouse facilities**, including climate-controlled or non-climate-controlled storage.
9. **Tattoo parlors or body-piercing establishments.**
10. **Cannabis dispensaries**, unless expressly authorized by the City Commission through a separate legislative action.
11. **Short-term rentals**, including transient lodging, vacation rentals, or similar uses not classified as hotels or motels.
12. **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)