

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

DEPARTMENT OF ECONOMIC OPPORTUNITY,

Petitioner,

v.

FLWAC Case No.: APP-14-001

DOAH Case No.: 15-0704

LAKE COUNTY, FLORIDA, and RUBIN  
GROVES OF CLERMONT, LLC,

Respondents.

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**FINAL ORDER OF DISMISSAL**

This cause came before the Secretary of the Florida Land and Water Adjudicatory Commission (Commission) upon the “Notice of Dismissal Without Prejudice” filed by the Department of Economic Opportunity (Department) on August 21, 2020. The Department’s Notice of Dismissal Without Prejudice represents that the parties executed a Settlement Agreement on January 4, 2019. The Settlement Agreement required the completion of certain conditions prior to the Department filing a notice of dismissal in the subject matter. The required conditions were satisfactorily met and, in accordance with the Settlement Agreement, the Department filed the Notice of Dismissal Without Prejudice with the Secretary of the Commission. It should be noted that the Settlement Agreement also requires continuing obligations to annually provide certain groundwater monitoring reports to the Department until three years after the last platted lot is sold. The Department will continue to monitor Rubin Groves’ compliance with the terms of the Settlement Agreement and, consistent with the

Settlement Agreement, the dismissal of the case without prejudice will not impair the rights of the parties to enforce the terms of the Settlement Agreement. A copy of the Department's Notice of Dismissal Without Prejudice, to include the Settlement Agreement, is attached and incorporated herein as "Exhibit A."

IT IS ORDERED that the above-referenced proceeding is hereby dismissed.

#### NOTICE OF RIGHTS

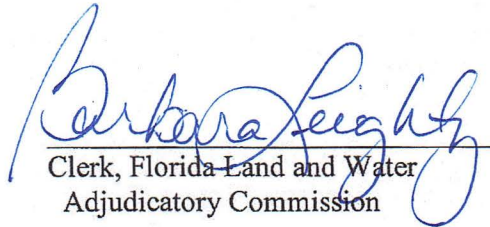
Any party to this Order has the right to seek judicial review of the Final Order pursuant to section 120.68, Florida Statutes, by filing a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Commission, Office of Policy and Budget, Executive Office of the Governor, The Capitol, Room 1802, Tallahassee, Florida 32399-0001; and by filing a copy of the Notice of Appeal, accompanied by the applicable filing fees, with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days of the day this Order is filed with the Clerk of the Commission.

DONE AND ORDERED this 25<sup>th</sup> day of August, 2020.



CHRIS SPENCER, Policy Director  
Office of Policy and Budget  
Interim Secretary, Florida Land and  
Water Adjudicatory Commission

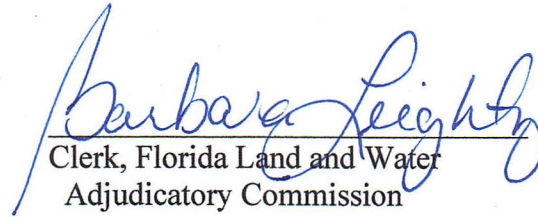
25<sup>th</sup> FILED with the Clerk of the Florida Land and Water Adjudicatory Commission this day of August, 2020.



Barbara Leighty  
Clerk, Florida Land and Water  
Adjudicatory Commission

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to the following persons by United States mail, hand-delivery or electronic mail this 25<sup>th</sup> day of August, 2020.

  
Clerk, Florida Land and Water  
Adjudicatory Commission

Honorable Ron DeSantis  
Governor  
The Capitol  
Tallahassee, Florida 32399

Honorable Jimmy Patronis  
Chief Financial Officer  
The Capitol  
Tallahassee, Florida 32399

Honorable Ashley Moody  
Attorney General  
The Capitol  
Tallahassee, Florida 32399

Honorable Nikki Fried  
Commissioner of Agriculture  
The Capitol  
Tallahassee, Florida 32399

James Uthmeier, Esquire  
Governor's Legal Office  
Room 209, The Capitol  
Tallahassee, Florida 32399

Jon Morris, Assistant General Counsel  
Department of Economic Opportunity  
Caldwell Building, MSC 110  
107 East Madison Street  
Tallahassee, Florida 32399-4128

Honorable Bram D. E. Canter  
Administrative Law Judge  
Division of Administrative Hearings  
The DeSoto Building  
1230 Apalachee Parkway  
Tallahassee, Florida 32399-3060

Ken Lawson, Executive Director  
Department of Economic Opportunity  
Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4128

Jimmy D. Crawford, Esquire  
Crawford, Modica and Holt  
Chartered Attorneys at Law  
702 W. Montrose Street  
Clermont, Florida 34711

Melanie N. Marsh, County Attorney  
Lake County  
315 West Main Street  
Suite 335  
Tavares, Florida 32778

Honorable Leslie Campione, Chair  
Lake County Board of County Commissioners  
315 West Main Street  
Tavares, Florida 32778

Rubin Groves of Clermont, LLC  
4600 Lyons Road  
Lake Worth, Florida 33467

Keith Austin, Esquire  
Registered Agent for  
Rubin Groves of Clermont, LLC  
223 Peruvian Avenue  
Palm Beach, Florida 33480

East Central Florida Regional Planning Council  
309 Cranes Roost Boulevard  
Suite 2000  
Altamonte Springs, Florida 32701

# **EXHIBIT A**

STATE OF FLORIDA  
FLORIDA LAND AND WATER ADJUDICATORY COMMISSION

FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY,

Petitioner,

vs.

DOAH Case No. 15-0704  
FLAWAC Case No.: APP 14-001

LAKE COUNTY, FL, and  
RUBIN GROVES OF CLERMONT, LLC,

Respondents.

\_\_\_\_\_ /

**NOTICE OF DISMISSAL WITHOUT PREJUDICE**

Petitioner, Florida Department of Economic Opportunity (DEO), by and through the undersigned counsel hereby files the following Notice of Voluntary Dismissal Without Prejudice.

1. This case involves a development order, approved by the Lake County Board of County Commissioners (“County”) through Ordinance 2014-7 (“Development Order”), which approved Rubin Groves of Clermont, LLC (Rubin Groves), proposed development of a residential subdivision in the Green Swamp Area of Critical State Concern.
2. DEO challenged the Development Order by filing its Petition with the Florida Land and Water Adjudicatory Commission (FLAWAC) on March 31, 2014.
3. DEO challenged the Development Order on two grounds: first, that it was inconsistent with the County’s Comprehensive Plan; and second, that it was inconsistent with the Principles for Guiding Development in the Green Swamp Area of Critical State Concern, set forth in Rule 28-26.003, Florida Administrative Code.

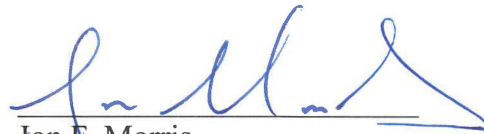
4. The case was referred to the Division of Administrative Hearings and assigned Case No. 15-0704. The case was heard before Administrative Law Judge Bram D. E. Canter, who issued a Recommended Order on August 21, 2015.
5. The ALJ recommended that FLWAC issue an order determining that the Development Order is invalid because it is inconsistent with the Lake County Comprehensive Plan. The ALJ concluded the DEO did not meet its burden of proof to prove the Development Order was inconsistent with the Principles for Guiding Development.
6. The parties to this case filed a request that the case be placed in abeyance while a settlement was negotiated.
7. The parties executed a Settlement Agreement, attached hereto as Exhibit "1", by execution of DEO as the last party to sign on January 4, 2019.
8. Pursuant to Section I.A.3. of the Settlement Agreement, if the conditions in paragraph I.A.2. are met, DEO will file a Motion for Voluntary Dismissal Without Prejudice with FLWAC.
9. On or about February 14, 2020, and by supplemental response on May 13, 2020, Rubin Groves submitted to the DEO information to support the completion of the activities set forth in paragraph I.A.2., which are the requirements to move for dismissal without prejudice of this action.
10. DEO has reviewed Rubin Grove's submission and has found Rubin Groves to be in compliance with the terms of paragraph I.A.2.
11. The Settlement Agreement contains continuing obligations to provide certain groundwater monitoring reports annually until three years after the last platted lot is sold. Rubin Groves

has provided assurances to DEO that it will continue to provide said reports in the future and continue to honor its obligations under the Settlement Agreement.

12. DEO will continue to monitor Rubin Groves compliance with the terms of the Settlement Agreement, and pursuant to Section II.2., dismissal of the case without prejudice shall not impair the rights of the parties to enforce the terms of the Settlement Agreement.

**WHEREFORE**, for the foregoing reasons, Petitioner, Department of Economic Opportunity dismisses this action without prejudice.

Respectfully submitted this 21<sup>st</sup> day of August 2020.



Jon F. Morris  
Assistant General Counsel  
Florida Bar No. 113037  
Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128  
Telephone: 850-245-7156  
Email: Jon.Morris@deo.myflorida.com  
DEO.eservice@deo.myflorida.com



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the undersigned has served a true and correct copy of the foregoing to the following individuals in the manner indicated below, this 21<sup>st</sup> day of August, 2020.



Jon F. Morris  
Assistant General Counsel  
Florida Bar No: 113037  
Florida Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128

Copies to:

Jimmy D. Crawford, Esq.  
Crawford, Modica & Holt  
Chartered Attorneys at Law  
702 W. Montrose Street  
Clermont, FL 34711  
Tel. No. 352-432-8644  
Fax No. 352-432-8699  
jcrawford@cmhlawyers.com

Melanie Marsh, Esq.  
County Attorney, Lake County, FL  
P.O. Box 7800  
315 W. Main St., Ste 335,  
Tavares, FL 32778  
Tel. No. 352-343-9787  
Fax No. 352-343-9646  
mmarsh@lakecountyfl.gov

## **SETTLEMENT AGREEMENT**

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

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

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

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

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

### **I. Proposed PUD Amendment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **B. Denial of Application for Amendment to PUD**

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

## **II. General Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


[Signature pages to follow]



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

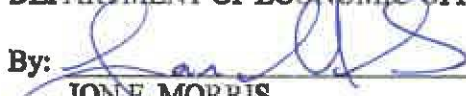
**IN WITNESS WHEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of this Agreement.

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

  
\_\_\_\_\_  
**JULIE DENNIS, Director**  
Division of Community Development


Date: 1/4/18

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.  
**OFFICE OF GENERAL COUNSEL**  
**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By:   
\_\_\_\_\_  
**JONE MORRIS**  
Assistant General Counsel

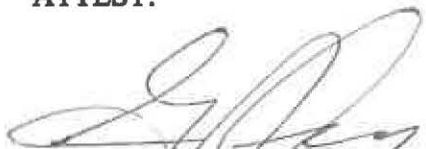
Date: 1/4/19

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

  
RUBIN GROVES OF CLERMONT, LLC  
\_\_\_\_\_  
SHELDON W. RUBIN, Manager  
Date: Oct 30, 2018

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

ATTEST:

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

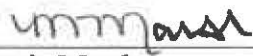


BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

  
\_\_\_\_\_  
Leslie Campione, Chairman

This 20<sup>th</sup> day of December, 2018.

Approved as to form and legality:

  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

**Exhibit "A"**  
**Ordinance 2014-7**

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**ORDINANCE #2014-7**  
**PH #21-13-1**

**Rubin Groves of Clermont, LLC / Sheldon Rubin**  
**Rubin Groves of Clermont PUD**

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

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

**WHEREAS, the property consists of approximately 131 +/- acres located south of Clermont– west and southwest of the intersection of Woodcrest Way and US 27, Section 26 & 27 – Township 24 South – Range 28 East, also described as Alternate Key #1595240, 2510480 and the western portions of Alternate Key #s 1071011, & 1595189, and more particularly described below:**

**LEGAL DESCRIPTION:**  
**(Exhibit "A" Attached)**

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

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

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

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

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

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

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

**Section 1. Terms:**  
**The County Manager or designee shall amend the Zoning Map in accordance with this Ordinance. The uses of the property shall be limited to the uses specified in this Ordinance and generally consistent with the Conceptual Plan attached hereto as Exhibit "B". To the extent where there are conflicts between Exhibit "B" and this Ordinance, this Ordinance**



ORDINANCE #2014-7

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

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

**ORDINANCE #2014-7**

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

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**C. Environmental, Open Space and Conservation:**

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

**D. Development Requirements:**

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

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

**E. Stormwater:**

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

**F. Utilities:**

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

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

ORDINANCE #2014-7

PH #21-13-1 / Rublin Groves of Clermont, LLC – Sheldon Rublin (Proj#2010080010 AR#2348)

- 1 H. Buffers, Landscaping, and Setbacks:
- 2 1. Landscaping and screening shall be in accordance with the Comprehensive Plan
- 3 and LDR, as amended.
- 4 2. Landscape buffers, fences or walls, shall not be required between commercial or
- 5 mixed (residential/commercial) uses within this planned unit development except
- 6 to visually screen parking, loading or storage areas.
- 7 3. Best Management Practices for native landscaping and "right plant-right place"
- 8 landscaping techniques shall be used for the landscape design to minimize the
- 9 use of chemicals, pesticides, and water for irrigation. Invasive and exotic plant
- 10 species are prohibited.
- 11 4. A fifty (50) foot wide buffer shall be along the western perimeter property line,
- 12 adjacent to agricultural land areas and any agriculture zoned properties. The
- 13 buffer will be assessed during the review of the required preliminary plat and/or
- 14 site plan and may consist of existing non-invasive vegetation or Florida Friendly
- 15 vegetation.
- 16 I. Transportation:
- 17 1. Access management shall be consistent with the Comprehensive Plan, LDR, and
- 18 Florida Department of Transportation (FDOT) Regulations, as amended.
- 19 2. A full operational traffic impact analysis shall be submitted for review and approval
- 20 with a site plan and/or preliminary plat application.
- 21 J. Lighting: Exterior lighting shall not illuminate adjacent properties and rights-of-way.
- 22 Outdoor lighting shall be full-cutoff lighting. Lighting shall be designed so as to prevent
- 23 direct glare, light spillage, and hazardous interference consistent with Dark Sky
- 24 Principles and be in accordance with the Comprehensive Plan and Land Development
- 25 Regulations, as amended.
- 26 K. Noise: A noise assessment shall be required with the preliminary plat and/or site plan
- 27 submittal to demonstrate mitigation for any noise impacts the proposed project may
- 28 have on the neighboring uses pursuant to the LDR, as amended.
- 29 L. Signage: Signage shall be consistent with the Comprehensive Plan and LDR, as
- 30 amended.
- 31 M. Concurrency: The development shall be subject to all applicable Concurrency
- 32 Management requirements in accordance with the Comprehensive Plan and LDR, as
- 33 amended.
- 34 N. Future Amendments to Statutes, Code, Plan, and/or Regulations: The specific
- 35 references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake
- 36 County Comprehensive Plan, and Lake County Land Development Regulations,
- 37 include any future amendment to the Statutes, Code, Plan, and/or Regulations.
- 38 O. PUD Term Limits: Physical development shall commence within three (3) years
- 39 from the date of this Ordinance approval.
- 40 1. Failure to submit an application for a Mining Conditional Use Permit, a Mining
- 41 Operation Plan, Reclamation/Mass Grading Plan, and bonding or other security

**ORDINANCE #2014-7**

PH #21-13-1 / Rubin Groves of Clermont, LLC – Sheldon Rubin (Proj#2010080010 AR#2346)

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

42



**ORDINANCE #2014-7**

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

1 **Section 5. Effective Date.** This Ordinance shall become effective as provided by law.  
 2  
 3 ENACTED this 28<sup>th</sup> day of January, 2014.  
 4  
 5 FILED with the Secretary of State February 10, 2014.  
 6  
 7 EFFECTIVE February 10, 2014.

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

8  
 9  
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 11 J. Conner  
 12 **JIMMY CONNER, Chairman**

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 17  
 18 **NEEL KELLY, Clerk of the  
Board of County Commissioners  
Lake County, Florida**

19  
20  
21 **APPROVED AS TO FORM AND LEGALITY**

22 S. A. Minkoff  
 23 **SANFORD A. MINKOFF, County Attorney**

**ORDINANCE #2014-7**

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

1 **EXHIBIT "A" - LEGAL DESCRIPTION**2 **Parcel No.1:**3 The North 661 feet of the South 1485 feet of the East 1/2 of the Southeast 1/4 of Section 27,  
4 Township 24 South, Range 26 East, Lake County, Florida.5 **Parcel No.2:**6 The North 661 feet of the South 1485 feet of Section 26, Township 24 South, Range 26 East,  
7 Lake County, Florida, lying West of the right of way of U.S. Highway No. 27.8 **LESS and EXCEPT the following described parcels:**9 From the Southwest corner of Section 26, Township 24 South, Range 26 East, Lake County,  
10 Florida, run South 89°41'50" East, along the South line of said Section 26, 3386.26 feet to a  
11 point on the centerline of U.S. Highway #27, run thence along said centerline, North 20°05'20"  
12 West, 1384.28 feet; run thence North 89°41'50" West, 119.49 feet to the Point of Beginning; said  
13 Point of Beginning being on the Westerly right-of-way line of U.S. Highway # 27; continue  
14 thence North 89°41'50" West, 269.69 feet; run thence North 00°18'10" East, 187.47 feet; run  
15 thence South 89°41'50" East, 200.0 feet to the aforesaid Westerly right-of-way line of U.S.  
16 Highway #27; run thence South 20°05'20" East, 200.0 feet to the Point of Beginning.17 **AND**18 From the Southwest corner of Section 26, Township 24 South, Range 26 East, Lake County,  
19 Florida, run South 89°41'50" East, along the South line of said Section 26, 3386.26 feet to a  
20 point on the centerline of U.S. Highway #27, run thence along the said centerline of U.S.  
21 Highway # 27, North 20°05'20" West 1384.28 feet; thence North 89°41'50" West 119.49 feet for  
22 a Point of Beginning, said Point of Beginning being on the Westerly right-of-way line of the  
23 aforesaid U.S. Highway #27; run thence along said Westerly right-of-way line South 20°05'20"  
24 East 200.0 feet; thence North 89°41'50" West 439.38 feet; thence North 00°18'10" East 374.93  
25 feet; thence South 89°41'50" East 100.00 feet; thence South 00°18'10" West 187.47 feet;  
26 thence South 89°41'50" East 269.69 feet to the Point of Beginning.27 **Parcel No.3:**28 That part of the South 1/4 of the Southwest 1/4 of the Southeast 1/4 lying West of the right of  
29 way of U.S. Highway No. 27; The South 1/4 of the Southeast 1/4 of the Southwest 1/4; and the  
30 South 1/4 of the Southwest 1/4 of the Southwest 1/4; Section 26, Township 24 South, Range 26  
31 East, Lake County, Florida;32 The South 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 24 South,  
33 Range 26 East, Lake County, Florida.34 **Parcel No.4:**35 The North 494 feet of the South 824 feet of Section 26, Township 24 South, Range 26 East,  
36 Lake County, Florida, lying West of the right of way of U.S. Highway No. 27, and the North 494  
37 feet of the South 824 feet of the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 24  
38 South, Range 26 East, Lake County, Florida.39 **ALSO LESS THE FOLLOWING DESCRIBED PARCEL (Racetrac)**40 **LEGAL DESCRIPTION: (Racetrac Parcel)**41 A part of Section 28, Township 24 South, Range 26 East, Lake County, Florida, being more  
42 particularly described as follows:43 Commence at the Southeast corner of said Section 28; thence along the South line of said  
44 Section 28, North 89°59'11" West, a distance of 2034.49 feet, to the westerly right-of-way line of

**ORDINANCE#2014-7**

PH #21-13-1 / Rublin Groves of Clermont, LLC – Sheldon Rubin (Proj#2010080010 AR#2346)

- 1 U.S. Highway 27 (State Road 25) per Florida Department of Transportation Right-of-Way Map  
2 Section 11200, for a point of beginning. Thence continue along said South line, North 89°59'11"  
3 West, a distance of 469.14 feet; thence leaving said South line, North 20°17'17" West, a  
4 distance of 1184.20 feet; thence South 89° 53'15" East, a distance of 469.45 feet, to a point on  
5 the westerly right-of-way line of said U.S. Highway 27; thence along said westerly right-of-way  
6 line, South 20°17'17" East, a distance of 1183.34 feet, to the point of beginning. Containing  
7 11.95 acres, more or less.
- 8 **Subject to:**
- 9 **Legal description: Ingress/egress easement**
- 10 A part of Section 26, Township 24 South, Range 26 East, Lake County, Florida, being more  
11 particularly described as follows:
- 12 Commence at the Southeast corner of said Section 26; thence along the South line of said  
13 Section 26, North 89°59'11" West, a distance of 2503.63 feet; thence leaving said South line,  
14 North 20°17'17" West, a distance of 635.57 feet, for a Point of Beginning; thence continue North  
15 20°17'17" west, a distance of 75.00 feet; thence North 89°43'18" East, a distance of 440.00 feet,  
16 to the westerly right-of-way line of U.S. Highway 27 (State Road 25) per Florida Department of  
17 Transportation Right-of-Way Map Section 11200; thence along said westerly right-of-way line,  
18 South 20°17'17" East, a distance of 75.00 feet; thence leaving said westerly right-of-way line,  
19 South 89°43'18" West, a distance of 440.00 feet, to the Point of Beginning.  
20 Containing 0.75 acres, more or less.  
21

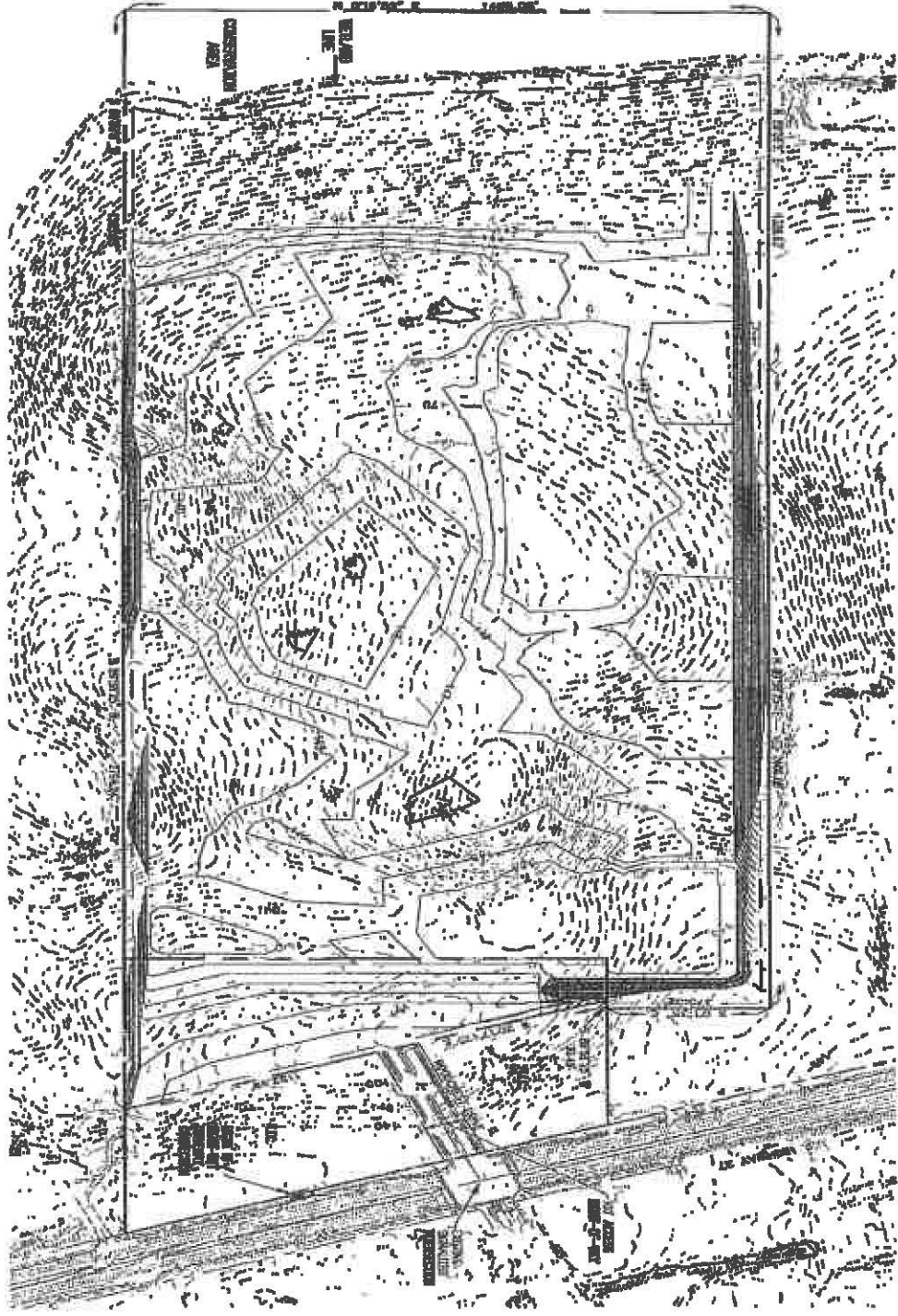


ORDINANCE #2014-7

PH #21-13-1 / Rublin Groves of Clermont, LLC - Sheldon Rublin (Proj#2010060010 AR#2348)

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EXHIBIT "C" - MASS GRADING CONCEPT PLAN



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3

**Exhibit "B"**  
**Ground Water Monitoring Plan**

Page 1 of 5

**GROUNDWATER MONITORING PLAN**

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

**Background**

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

**Proposed Groundwater Monitoring Plan**

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

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

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

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

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

***Groundwater Elevations***

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

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

#### ***Groundwater Quality Monitoring Parameters and Frequency***

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

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

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

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

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

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

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

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

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

#### ***Well Construction***

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

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

#### ***Reporting***

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

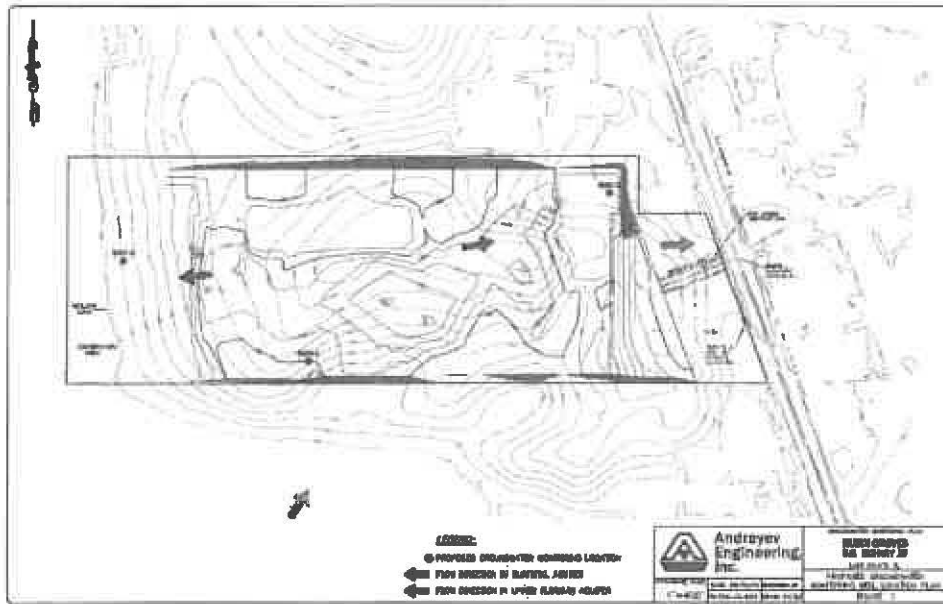


- A trend analysis including graphical representation for indicator parameters that have shown a consistently observable change over time and also any parameters that have shown an exceedance or an increasing trend.
- Maps that show concentration contours of parameters of possible concern will be generated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

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

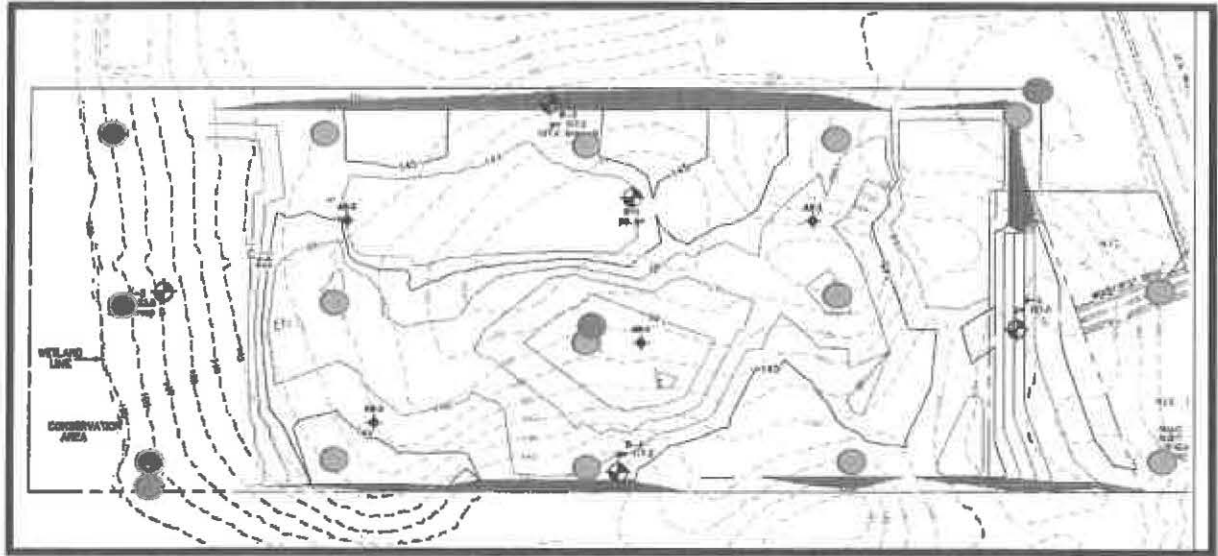
The first report must be delivered to DEO within six months of the execution of this Agreement. Subsequent reports will be delivered to DEO, Lake County, and Florida Geologic on December 1 of each year.

FIGURE 1



**Exhibit "C"**

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



- Location of Shallow Piezometers
- Location of Deep Monitoring Wells