



UMATILLA LAND PLANNING AGENCY MEETING

September 1, 2026 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

AGENDA

Please silence your electronic devices

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

PUBLIC COMMENT

At this point in the meeting, the Land Planning Agency (LPA) will hear questions, comments and concerns from the public. Please write your name and address on the paper provided at the podium. Zoning matters which may be coming before the LPA at a later date should not be discussed until such time as they come before the LPA in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the LPA addresses such items during this meeting. Public comments are generally limited to three minutes.

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

1. First Reading of Ordinance No. 2026-L, Mammoth PUD Amendment

DISCUSSION ITEMS

ADJOURNMENT

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Umatilla is an equal opportunity provider and employer.



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE:

MEETING DATE: September 1, 2026

SUBJECT: First Reading of Ordinance No. 2026-L, Mammoth PUD Amendment

BACKGROUND SUMMARY:

The applicant is requesting an amendment to Ordinance 2002-H, and a Master Development Agreement is needed to bring the properties into compliance with the City's regulations, as the existing Industrial PUD approval was tied to the former Lake Cogen facility. Mammoth Constructors currently uses the properties for office space, employee parking, and outdoor storage. The amendment would allow a range of industrial, commercial, construction, warehouse, retail, and related uses. Due to nearby residential properties, noise-generating activities would be limited to 7 a.m.–7 p.m. The proposal also establishes minimum setbacks, required landscaping buffers, a maximum FAR of 0.50, a maximum impervious surface ratio of 0.75, and a maximum building height.

RECOMMENDATIONS:

City Council to approve First reading of Ordinance No. 2026-L, Mammoth PUD Amendment

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report_Mammoth_07_22_26_SDL
 2. MAMMOMTH AERIAL
 3. ORD 2026-L Mammoth PUD Amendment_jmc.docx 8.13.26 (003)
 4. Exhibit B DA Mammoth
 5. BIE Exempt_Mammoth
-

CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

PUD Amendment

Owner: DRT, LLC, Kevin Rodrigue, Managing Member

Engineer: MEI Partners, LLC, Richard Campanale, P.E.

Number of Acres: 6.17 ± acres

General Location: North of Lake Gem Road and South of Roberts Street

Existing Zoning: Industrial Planned Unit Development (IPUD)

Existing Land Use: Industrial (75% ISR)

Date: July 22, 2026

Description of Project

The applicant is seeking an amendment to the Planned Unit Development (PUD) and concept plan approval for Phase I which consist of a 10,400 SF workshop/warehouse facility and Phase II which consists of a 3,240 SF office facility with associated parking. The proposed project area is 2.92 acres.

	Surrounding Zoning	Surrounding Land Use
North	Urban Residential District (UR-5)	SF Medium Density (5 units/acre)
South	County Light Manufacturing (LM) (Florida Naturals)	County Industrial
East	Industrial PUD (Duke Energy Sub-station and The Ol' Packing House Antiques)	Industrial
West	Industrial PUD (All Steel Storage)	Industrial

Assessment

PUD Amendment

It has come to staff's attention that the existing Industrial PUD approval was for a facility related to Lake Cogen; therefore, a PUD Amendment and Master Development Agreement will be required to bring the properties into compliance. The existing business known as Mammoth Constructors (drilled shaft contractor) utilizes alternate key # 1125219 as an office (2,457 SF), parking for employees, and outdoor storage. Alternate key #'s 3388984 and 3826246 is currently being utilized by Mammoth Constructors for outdoor storage.

The current LDRs regarding an Industrial PUD permitted uses include all permitted LM uses and any other uses deemed appropriate by the City Council. Permitted uses include all permitted C-2 uses. The proposed permitted uses for the subject site include the following:

- Artesian/Craftsman Shop
- Construction Contractors Yard and Storage;
- Commercial/Industrial Equipment and sales;
- Equipment Rental;
- Machine Shop;
- Manufacturing: Fabrication;
- Office;
- Retail Home Building Materials;
- Restaurant without drive through facilities;
- Specialty Trade Contractors;
- Warehousing;
- Welding Shop; and
- Customary and incidental accessory buildings and structures subordinate to the primary use.

Due to the location adjacent to residential properties along the northern property boundary, noise generating activities are to be conducted between the hours of 7 a.m. and 7 p.m.

The proposed minimum setbacks are as follows:

- Front: Road Right of Way - Fifty feet (50')
- Side: Road Right of Way – Twenty-five feet (25')
- Side (adjacent to another lot) – Ten feet (10')
- Rear: Another Lot – Twenty-five feet (25')
- Rear: Road Right of Way – Twenty-five feet (25')
- Accessory Structure Setback: All accessory structures shall be located no closer to the property line than ten feet (10').
- Required landscape buffers shall supersede the minimum setbacks permitted by this section.

The proposed maximum Floor Area Ratio (FAR) is 0.50, maximum Impervious Surface Ratio (ISR) is 0.75. and maximum building height of 35'.

Concept Plan

The applicant is requesting concept plan approval of the existing development and proposed development of a 10,400 SF workshop/warehouse facility on 2.24 acres known as Phase I and Phase II (0.68 acres) consisting of a new office building (3,240 SF) with associated parking and stormwater (parcel ID 3388984). The concept plan identifies improvements to the existing driveway off of Golden Gem Drive which is proposed as an asphalt driveway apron.

Access to Phase I is proposed from the adjacent existing development. Phase II access will come from Golden Gem Drive. No improvements to parcel ID 3826246 are proposed at this time and will be designated as future development.

The boundary survey includes three alternate key numbers 3826246, 3388984, and 1125219. The applicant submitted a Unity of Title for alternate key numbers 1125219 and 3388984. The applicant indicates that alternate key # 3826246 is slated for future development and would like the ability to sell the parcel which is why it is not included in the Unity of Title.

A 6' chain link fence is provided along the entire property boundary. Review of the concept plan indicates a landscaping buffer of 20' Type "B" is provided adjacent to Roberts Street. Landscape buffers for a PUD are negotiated at time of zoning approval. Per Chapter 15, Section 5(b) and Tables 1 and 2 indicate that PUD requires a minimum 20' Type "B" buffer and Industrial property requires a 30' Type "D" landscape buffer. Section 5(a)(2) allows buffering adjacent to public right of ways a 15' Type "A" buffer and Section 5(b) Table 1 allows adjacent properties with like zoning a 15' Type "A" buffer. The site plan indicates a 15' Type "A" buffer along Golden Gem Road. No other buffers are proposed at this time.

Golden Gem Road and Roberts Street are under the jurisdiction of the City of Umatilla; both are designated as local streets and have an adopted LOS of "D". The concept plan identifies that the applicant will provide 15' of additional right of way along Golden Gem Drive. No access is proposed from Roberts Street and the proposed Master Development Agreement would prohibit access except for emergency access only. The existing driveway and proposed driveway meet the minimum technical standards of access control per Chapter 14, Section 4.

A trip generation analysis was submitted and indicates that Phase I would generate 24 additional trips and Phase II would generate 35 additional trips which are considered de minimis impacts.

Recommendation

Staff recommends approval of the PUD Amendment and concept plan as it meets the technical requirements of the LDRs, is compatible with adjacent development, and is consistent with the City's Comprehensive Plan.



ORDINANCE 2026-L

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 2002-H, AS AMENDED, APPROVING AN AMENDMENT TO AN EXISTING INDUSTRIAL PLANNED UNIT DEVELOPMENT AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT PURSUANT TO SECTIONS 163.3220–163.3243, FLORIDA STATUTES RELATING TO REAL PROPERTY CONSISTING OF 6.16 ± ACRES GENERALLY LOCATED WEST OF STATE ROAD 19 AND NORTH OF GOLDEN GEM DRIVE; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Owner desires to amend the Planned Unit Development conditions previously approved by Ordinance No. 2002-H, as amended, for certain real property consisting of approximately 6.16 ± acres located west of State Road 19 and north of Golden Gem Drive, as legally described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the proposed amendment affects approximately 6.16 ± acres of the Property and includes the addition of a workshop/warehouse and office; and

WHEREAS, the petition bears the signature of all required parties; and

WHEREAS, the required notice of the proposed PUD amendment and Development Agreement has been properly published; and

WHEREAS, the City Council has conducted two (2) duly noticed public hearings on the proposed Development Agreement in accordance with Section 163.3225, Florida Statutes; and

WHEREAS, the City Council reviewed said petition, the staff report, 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 Property have been duly approved; and

WHEREAS, the City Council has determined that this amendment and proposed Development Agreement is consistent with the City of Umatilla Comprehensive Plan and Land Development Regulations.

WHEREAS, the City Council finds that public facilities, including transportation, water, sewer, drainage, solid waste, and public safety services, are available or will be available concurrent with the impacts of development authorized by the Development Agreement; and

WHEREAS, the City Council finds that the Development Agreement is in the public interest and will promote the health, safety, and welfare of the citizens of the City;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1: Purpose and Intent. This Ordinance amends the existing Industrial Planned Unit Development approved by Ordinance No. 2002-H, as amended, in order to (a) allow the development of a workshop/warehouse and office, (b) amend the conceptual site plan, and (c) approve and authorize execution of the Development Agreement, pursuant to Sections 163.3220–163.3243, Florida Statutes, establishing conditions, standards, and obligations applicable to the amended portion of the Planned Unit Development.

Section 2: Zoning Classification. The Property shall remain designated as Industrial Planned Unit Development (IPUD), in accordance with Chapter 6, Section 2(k) of the Land Development Regulations of the City of Umatilla, Florida. The Property shall be subject to the Umatilla Land Development Regulations pertaining to properties within the Planned Unit Development District and shall be developed according to the Master Development Agreement attached hereto as Exhibit “B”, which is hereby approved and incorporated by reference and shall run with the land and be binding upon the Owner and its successors and assigns.

Section 3: Conditions of Approval. Development of the Property shall be subject to full compliance with the Development Agreement attached hereto as Exhibit “B,” including but not limited to requirements relating to permitted uses, development standards, infrastructure, open space preservation, platting, utilities, and environmental compliance. The Development Agreement is hereby adopted as a condition of this approval and shall be enforceable as provided therein.

Section 4. Amendment to Official Zoning Map. The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning map of the City of Umatilla, Florida, as necessary to reflect this approved amendment.

Section 5: Development Agreement Approval. The Development Agreement attached hereto as Exhibit “B” is hereby approved pursuant to Sections 163.3220–163.3243, Florida Statutes. The Mayor is authorized to execute said Agreement, and the City Clerk is authorized to record the fully executed Agreement in the Official Records of Lake County, Florida in accordance with Section 163.3239, Florida Statutes.

Section 6: Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 7: Scrivener’s Errors. Scrivener’s errors in the legal description or cross-references to ordinance numbers may be corrected without a public hearing by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 8: Effective Date. This Ordinance shall become effective immediately upon passage. The Development Agreement shall become effective in accordance with its terms and upon recording.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida,
this _____ day of _____, 2026.

Christopher Creech, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham, CMC, FCRM
City Clerk

Jennifer Cotch
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

Exhibit "A"
Legal Description

(PARCEL 14-18-26-000400007500) BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN THENCE EAST 365.64 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SUNSET PARK, BETTER KNOWN AS ROBERT SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 12, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SUBDIVISION 515.2 FEET; THENCE WEST 365.64 FEET, MORE OR LESS TO THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST; RUN THENCE SOUTH 515.2 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PORTIONS PREVIOUSLY CONVEYED IN OFFICIAL RECORDS BOOK 415, PAGE 735, AS PARTICULARLY DESCRIBED AS: THE NORTH 50 FEET OF THE FOLLOWING DESCRIBED LAND: BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH RANGE 26 EAST; RUN THENCE EAST 365.64 FEET MORE OR LESS, TO THE WEST BOUNDARY OF SUNSET PARK, BETTER KNOWN AS ROBERT SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 12 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SUBDIVISION 515.2 FEET; THENCE WEST 365.64 FEET MORE OR LESS TO WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN THENCE SOUTH 515.2 FEET TO THE POINT OF BEGINNING. (PARCEL 14-18-26-0004- 000-11600 & 13-18-26-2500- 003-00000) PARCEL NO.2: ALTERNATE SITE: THAT PART OF DR. C.M. ROBERTS SUBDIVISION OF UMATILLA, FLORIDA, (SAID SUBDIVISION BEING PARTIALLY VACATED BY THE CITY OF UMATILLA ORDINANCE 1992-B) AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF ABOVE SAID SECTION 14; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1 OF SECTION 14, A DISTANCE OF 182.02 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 15.00 FEET TO A POINT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 5 OF ABOVE SAID SUBDIVISION; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF SAID SUBDIVISION 430.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°37'34"W ALONG SAID LINE 300.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 4; THENCE DEPARTING SAID SOUTH LINE RUN N01°54'37"E 434.37 FEET ALONG THE WEST LINE OF BLOCK 4 AND THE NORTHERLY EXTENSION THEREOF TO THE SOUTH RIGHT-OF-WAY LINE OF ROBERTS STREET AS SHOWN ON SAID PLAT; THENCE RUN S88°28'39"E ALONG SAID SOUTH RIGHT-OF-WAY LINE 160.00 FEET; THENCE DEPARTING SAID LINE RUN S01°31'21"W 10.00 FEET; THENCE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE RUN S88°28'39"E 80.00 FEET; THENCE S01°31'21"W 10.00 FEET; THENCE PARALLEL WITH ABOVE SAID SOUTH RIGHT-OF-WAY LINE RUN S88°28'39"E 490.49 FEET; THENCE S01°59'58"W 172.48 FEET; THENCE RUN N88°37'34"W 337.00 FEET; THENCE N01°59'58"E 60.00 FEET TO A POINT ON A LINE THAT IS 300.00 FEET (AT PERPENDICULAR MEASURE) FROM THE SOUTH LINE OF SAID SUBDIVISION; THENCE RUN N88°37'34"W ALONG SAID LINE 93.00 FEET; THENCE RUN S01°59'58"W 300.00 FEET TO THE POINT OF BEGINNING. Parcel :3 COOLING SITE: THAT PART OF DR. C.M. ROBERTS SUBDIVISION OF UMATILLA, FLORIDA, (SAID SUBDIVISION BEING PARTIALLY VACATED BY THE CITY OF UMATILLA ORDINANCE 1992-B) AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF ABOVE SAID SECTION 14; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, A DISTANCE OF 182.02 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 15.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 5 OF ABOVE SAID SUBDIVISION; THENCE RUN N01°59'58"E 240.00 FEET TO A POINT ON A LINE

THAT IS 240.00 FEET (AT PERPENDICULAR MEASURE) NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; THENCE N88°37'34"W 337.00 FEET; THENCE RUN N01°59'58"E 60.00 FEET TO A POINT ON A LINE THAT IS 300.00 FEET NORTH OF (AT PERPENDICULAR MEASURE) THE ABOVE SAID SOUTH LINE; THENCE RUN N88°37'34"W ALONG SAW LINE 93.00 FEET; THENCE S01°59'58"W 300.00 FEET TO THE AFOREMENTIONED SOUTH LINE OF DR. C.M. ROBERTS SUBDIVISION; THENCE RUN S88°37'34"E ALONG SAID LINE 230.00 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 67.00 FEET; THENCE N23°27'38"W 41.87 FEET; THENCE N01°59'58"E 75.00 FEET; THENCE S88°37'34"E 33.00 FEET; THENCE N01°59'58"E 55.00 FEET; THENCE S88°37'34"E 140.00 FEET; THENCE S01°59'58"W 235.00 FEET TO THE ABOVE SAID SOUTH LINE OF DR. C.M. ROBERTS SUBDIVISION; THENCE S88°37'34"E ALONG SAID SOUTH LINE 45.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made this ____ day of _____, 2026, by and between the CITY OF UMATILLA, a Florida municipal corporation ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and DRT, LLC, a Florida limited liability company ("Owner"), whose address is 390 Golden Gem Drive, Umatilla Florida, 32784, hereinafter referred to collectively as the "Parties."

RECITALS

1. The Owner desires to amend the Planned Unit Development conditions previously approved by Ordinance No. 2002-H, as amended, consisting of approximately 6.16 acres of property within the City of Umatilla, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (the "Property").
2. The Property is currently located within the City of Umatilla and is currently zoned Industrial Planned Unit Development ("IPUD") with a future land use designation on the City of Umatilla Future Land Use Map of "Industrial."
3. The City Council has determined that the amendment to the IPUD conditions and proposed development are consistent with the City's Comprehensive Plan, Land Development Regulations, and the public interest.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Umatilla has determined that the amendment to the IPUD conditions of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property and has further offered to adhere to certain development standards outlined herein.
7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for an amendment to the IPUD zoning conditions for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any Party unless and until: a) the City adopts an ordinance approving the IPUD amendment and this Agreement; and b) this Agreement is executed by both Parties and recorded in the Official Records of Lake County, Florida. The parties hereto understand and acknowledge that the City is in no way bound to amend or rezone the Property. The City shall have the full and complete right to approve or deny the application for zoning amendment. However, if the City denies the application for zoning amendment, this Agreement shall be void and shall be of no further force and effect.

Section 3. Statutory Authority and Intent. This Agreement is entered into pursuant to and in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220–163.3243, Florida Statutes. The Parties intend that this Agreement constitute a “development agreement” within the meaning of such Act and be interpreted and enforced in accordance therewith.

Section 4. Land Use/Development. Development of the Property shall be substantially consistent with the Conceptual Plan prepared by MEI Partners attached as Exhibit “B” (the “Plan”). All development shall be consistent with the City’s IPUD zoning district and the City of Umatilla Comprehensive Plan and Land Development Regulations in effect on the Effective Date, as vested pursuant to Section 163.3233, Florida Statutes, except as otherwise expressly provided herein.

Section 5. Permitted Uses. Permitted Uses of the Property are as follows:

- a. Artesian/Craftsman Shop
- b. Construction Contractors Yard and Storage;
- c. Commercial/Industrial Equipment and sales;
- d. Equipment Rental;
- e. Machine Shop;
- f. Manufacturing; Fabrication;
- g. Office;
- h. Retail Home Building Materials;
- i. Restaurant without drive through facilities;
- j. Specialty Trade Contractors;
- k. Warehousing;
- l. Welding Shop; and
- m. Customary and incidental accessory buildings and structures subordinate to the primary use.

Section 6. Development Standards. Development Standards for the Property shall be as follows:

- a. Minimum Setback requirements shall be:
 - Front: Road Right of Way - Fifty feet (50')
 - Side: Road Right of Way - Twenty-five feet (25')
 - Side (adjacent to another lot) - Ten feet (10')
 - Rear: Another Lot - Twenty-five feet (25')
 - Rear: Road Right of Way - Twenty-five feet (25')
 - Accessory Structure Setback: All accessory structures shall be located no closer to the property line than ten feet (10').
 - Required landscape buffers shall supersede the minimum setbacks permitted by this section.
- b. Maximum building height shall be limited to thirty-five feet (35').
- c. Noise generating activities shall be conducted between the hours of 7 am to 7 pm.
- d. Maximum Floor Area Ratio (FAR) shall not exceed 0.50.
- e. Maximum Impervious Surface Ratio (ISR) shall not exceed 0.75.
- f. Outdoor Storage shall be appropriately screened from public right of ways and adjacent properties; and approved for storage as part of an approved site plan.
- g. A Unity of Title shall be filed and recorded in the Public Records of Lake County prior to final site plan approval.

Section 7. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by access onto Golden Gem Drive. No access shall be provided onto Roberts Street except for emergency access only.

- a. The Owner shall provide all necessary improvements within and adjacent to the development as identified in a traffic impact study approved by the City, Lake County, and/or FDOT, and as required to maintain adopted level of service standards.

- b. All roads or related transportation improvements associated with the development will be privately owned and maintained. The City shall have no obligation to accept, maintain, repair, or improve any private road or transportation improvement serving the Property.
- c. A traffic impact study shall be submitted prior to site plan approval for review and determination of any necessary access or off-site improvements if required by the Florida Department of Transportation, Lake County, or the City of Umatilla.

Section 8. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way.

Section 9. Water and Wastewater. Subject to the terms herein, Owner and its successors and assigns agree to obtain water and wastewater service (hereafter, "Utilities") from City when such services are available and legally required, and in accordance with Chapter 180, Florida Statutes, and applicable City ordinances. The rates to be charged by City for Utilities to the Property shall be those rates and charges made by the City to its customers which are from time to time approved by the City Council or by any other governmental regulatory body from time to time having jurisdiction over such matters. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities as well as pay for the extension of facilities from City's eventual point of connection at the edge of the Property. All such improvements must be constructed to City requirements and dedicated to and accepted by the City as a contribution in aid of construction, if required by the City. The Owner shall provide the City utility easements related to the Property as requested by the City from time to time. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 10. Public Facilities; Concurrency. The City finds that public facilities, including transportation, potable water, sanitary sewer, drainage, solid waste, parks, and public safety facilities, are or will be available concurrent with the impacts of development authorized by this Agreement, consistent with the City's adopted level of service standards and concurrency management system. Owner shall be responsible for constructing or funding those improvements identified through required studies and approvals necessary to maintain adopted levels of service.

Section 11. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water, sewer, police, and fire impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit is issued.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available.

Section 12. Easements. Owner shall provide the City such public easements or right of way in form acceptable to the City Attorney, as the City deems necessary for utility services, including but not limited to water, sewer, enhanced nutrient reducing onsite sewage treatment and disposal system, and drainage.

Section 13. Landscaping/Buffers. Owner acknowledges and agrees to comply with the City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. A twenty-foot (20') Type "B" landscape buffer shall be installed along the northern property boundary, adjacent to Roberts Road. A ten-foot (10') Type "A" buffer shall be installed adjacent to the eastern property boundary. A fifteen-foot (15') Type "A" landscape buffer shall be installed along the western and southern property boundary, adjacent to Golden Gem Drive. Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property,

as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all existing applicable City of Umatilla Land Development Regulations pertaining to tree removal and replacement, subject to limitations or modifications by Florida Statute.

Owner shall be required to replace landscape trees, shrubs or ground cover that are dead within thirty (30) days. Failure to install or maintain required landscaping and buffers shall constitute a violation of this Agreement and the City's Land Development Regulations and may be enforced accordingly.

Section 14. Stormwater Management. Owner agrees to provide at Owner's expense a stormwater management system consistent with all regulatory requirements of the City and the St. Johns River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 15. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 16. Signage. Signage shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

Section 17. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 18. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 19. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement.

Section 20. Enforcement/Effectiveness. A default by either Party under this Agreement shall entitle the other party to all remedies available at law. Nothing in this Agreement shall be construed to limit or waive the City's police powers or its authority to enforce applicable laws, ordinances, or regulations.

Section 21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 22. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement. Owner shall notify the City in writing within thirty (30) days of any transfer of ownership. This Agreement shall be recorded in the Official Records of Lake County at Owner's expense.

Section 23. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single

or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 24. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 25. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286 352-669-3125 Telephone
Copy to:	Mayor City of Umatilla P.O. Box 2286 Umatilla, Florida 32784-2286 352-669-3125 Telephone Kevin Stone Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone
As to Owner:	DRT, LLC 390 Golden Gem Drive Umatilla, Florida 32784

Section 26. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 27. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate ten (10) years from the Effective Date, unless extended in accordance with Section 163.3237, Florida Statutes.

Section 28. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 29. Severability. If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the Parties can be effected. To that end, this Development Agreement is declared severable.

Section 30. Recording. This Agreement shall be recorded in the Official Records of Lake County, Florida, within fourteen (14) days after adoption, in accordance with Section 163.3239, Florida Statutes.

IN WITNESS WHEREOF, the Parties have set their hands and seals this ____ day of

_____, 2026.

CITY OF UMATILLA, FLORIDA

By: _____
Christopher Creech, Mayor

ATTEST:

Jessica Burnham, CMC, FCRM
City Clerk

Jennifer Cotch
City Attorney

WITNESSES:

DRT, LLC

By: _____

Dusty Hamilton
Printed Name: Dusty Hamilton
Conica McElyea
Printed Name: Conica McElyea

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of Aug, 2026, by Kevin Rodriguez. He is personally known to me ☒ or has produced _____ as identification.

Candace A Russell
(Signature of Notary Public - State of Florida)

Name of Notary Public: Candace A Russell
(Print, Type, or Stamp Commissioned Name of Notary Public)

Commission No.: HH687114
My Commission Expires: 6/12/29



CANDACE A. RUSSELL
Notary Public
State of Florida
Comm# HH687114
Expires 6/12/2029

"EXHIBIT A"

Legal Description

(PARCEL 14-18-26-000400007500) BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN THENCE EAST 365.64 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SUNSET PARK, BETTER KNOWN AS ROBERT SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 12, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SUBDIVISION 515.2 FEET; THENCE WEST 365.64 FEET, MORE OR LESS TO THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST; RUN THENCE SOUTH 515.2 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PORTIONS PREVIOUSLY CONVEYED IN OFFICIAL RECORDS BOOK 415, PAGE 735, AS PARTICULARLY DESCRIBED AS: THE NORTH 50 FEET OF THE FOLLOWING DESCRIBED LAND: BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH RANGE 26 EAST; RUN THENCE EAST 365.64 FEET MORE OR LESS, TO THE WEST BOUNDARY OF SUNSET PARK, BETTER KNOWN AS ROBERT SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 12 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SUBDIVISION 515.2 FEET; THENCE WEST 365.64 FEET MORE OR LESS TO WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN THENCE SOUTH 515.2 FEET TO THE POINT OF BEGINNING. (PARCEL 14-18-26-0004- 000-11600 & 13-18-26-2500- 003-00000) PARCEL NO.2: ALTERNATE SITE: THAT PART OF DR. C.M. ROBERTS SUBDIVISION OF UMATILLA, FLORIDA, (SAID SUBDIVISION BEING PARTIALLY VACATED BY THE CITY OF UMATILLA ORDINANCE 1992-B) AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF ABOVE SAID SECTION 14; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1 OF SECTION 14, A DISTANCE OF 182.02 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 15.00 FEET TO A POINT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 5 OF ABOVE SAID SUBDIVISION; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF SAID SUBDIVISION 430.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°37'34"W ALONG SAID LINE 300.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 4; THENCE DEPARTING SAID SOUTH LINE RUN N01°54'37"E 434.37 FEET ALONG THE WEST LINE OF BLOCK 4 AND THE NORTHERLY EXTENSION THEREOF TO THE SOUTH RIGHT-OF-WAY LINE OF ROBERTS STREET AS SHOWN ON SAID PLAT; THENCE RUN S88°28'39"E ALONG SAID SOUTH RIGHT-OF-WAY LINE 160.00 FEET; THENCE DEPARTING SAID LINE RUN S01°31'21"W 10.00 FEET; THENCE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE RUN S88°28'39"E 80.00 FEET; THENCE S01°31'21"W 10.00 FEET; THENCE PARALLEL WITH ABOVE SAID SOUTH RIGHT-OF-WAY LINE RUN S88°28'39"E 490.49 FEET; THENCE S01°59'58"W 172.48 FEET; THENCE RUN N88°37'34"W 337.00 FEET; THENCE N01°59'58"E 60.00 FEET TO A POINT ON A LINE THAT IS 300.00 FEET (AT PERPENDICULAR MEASURE) FROM THE SOUTH LINE OF SAID SUBDIVISION; THENCE RUN N88°37'34"W ALONG SAID LINE 93.00 FEET; THENCE RUN S01°59'58"W 300.00 FEET TO THE POINT OF BEGINNING. Parcel :3 COOLING SITE: THAT PART OF DR. C.M. ROBERTS SUBDIVISION OF UMATILLA, FLORIDA, (SAID SUBDIVISION BEING PARTIALLY VACATED BY THE CITY OF UMATILLA ORDINANCE 1992-B) AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLICRECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF ABOVE SAID SECTION 14; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, A DISTANCE OF 182.02 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 15.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 5 OF ABOVE SAID SUBDIVISION; THENCE RUN N01°59'58"E240.00 FEET TO A POINT ON A LINE THAT IS 240.00 FEET (AT PERPENDICULAR MEASURE) NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; THENCE N88°37'34"W 337.00 FEET; THENCE RUN N01°59'58"E 60.00 FEET TO A POINT ON A LINE THAT IS 300.00 FEET NORTH OF (AT PERPENDICULAR MEASURE)THE ABOVE SAID SOUTH LINE; THENCE RUN N88°37'34"W ALONG SAW LINE 93.00 FEET; THENCE S01°59'58"W 300.00 FEET TO THE AFOREMENTIONED SOUTH LINE OF DR. C.M. ROBERTS SUBDIVISION; THENCE RUN S88°37'34"E ALONG SAID LINE 230.00 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 67.00 FEET; THENCE N23°27'38"W 41.87 FEET; THENCE N01°59'58"E 75.00

FEET; THENCE S88°37.34"E 33.00 FEET; THENCE N01°59'58"E 55.00 FEET; THENCE S88°37'34"E 140.00 FEET; THENCE S01°59'58"W 235.00 FEET TO THE ABOVE SAID SOUTH LINE OF DR. C.M. ROBERTS SUBDIVISION; THENCE S88°37'34"E ALONG SAID SOUTH LINE 45.00 FEET TO THE POINT OF BEGINNING.





Business Impact Estimate Exemption

ORDINANCE 2026-L

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 2002-H, AS AMENDED, APPROVING AN AMENDMENT TO AN EXISTING INDUSTRIAL PLANNED UNIT DEVELOPMENT AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT PURSUANT TO SECTIONS 163.3220–163.3243, FLORIDA STATUTES RELATING TO REAL PROPERTY CONSISTING OF 6.16 ± ACRES GENERALLY LOCATED WEST OF STATE ROAD 19 AND NORTH OF GOLDEN GEM DRIVE; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;

¹ See Section 166.041(4), Florida Statutes.

- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.