

**COLEMAN CPD, LLC AND THE VILLAGES LAND OPERATING COMPANY, LLC
DEVELOPMENT AGREEMENT FOR COLEMAN RIDGE MASTER PLANNED
DEVELOPMENT**

This Development Agreement (referred to as the or this “Agreement”) made this 10th day of January, 2023, by and between Coleman CPD, LLC, a Florida limited liability company, (hereinafter referred to as “CCPD” and sometimes as “Developer”), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163, The Villages Land Operating Company, LLC, a Florida limited liability company, (hereinafter referred to as “TVLOC”), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163, and Sumter County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the “COUNTY”, whose principal address is 7375 Powell Road, Suite 200, Wildwood, Florida 34785 (hereinafter referred as “County” or “Sumter”). The County, CCPD and TVLOC may sometimes be referred to collectively herein as the “Parties”.

WITNESSETH

WHEREAS, CCPD seeks to develop a 573 +/- acre parcel in Sumter County south of the City of Coleman;

WHEREAS, CCPD seeks to develop this property itself or by another entity affiliated with CCPD which is tentatively referred to as the Coleman Ridge Master Planned Development (Coleman Ridge MPD) (hereinafter referred to as the “Property” or the “Project”); and

WHEREAS, the Property is mostly vacant and the COUNTY has recently adopted a Mixed Use future land use designation and a Master Planned Development (MPD) zoning permitting up to 550 Residential Units, 7,000,000 square feet of industrial use and 100,000 square feet of commercial/office;

WHEREAS, the Coleman Ridge MPD may include up to 550 workforce housing units to provide much needed workforce housing in close proximity to the employment created with the Project.

WHEREAS, a location map sketch and legal description of the Property is attached as **COMPOSITE EXHIBIT 1**. The Property is currently owned by CCPD, TVLOC and Wildwood Utility Dependent District (WUDD). In the future, portions of the Property may be transferred to another entity or subdivided and sold; and

WHEREAS, the County has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on August 24, 2021.

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this

Agreement; and (3) to provide assurances that CCPD will be able to retain for the life of this Agreement certain development rights as identified herein; and

WHEREAS, the Parties have agreed on a term of 30 years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, this Development Agreement provides a binding template much like a Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Sumter County; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is five-fold.

1) It will provide a binding written agreement between the Parties for the development of this Project in order to provide a mutually acceptable process and certainty for all;

2) It will set out for both Parties and the citizens of Sumter County the intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the County's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing; and

5) It will establish design standards and a process for this development under the Mixed Use future land use and MPD zoning category.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and

additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The Property subject to this Agreement is shown by a location map, a sketch of the Property and legal description in attached and incorporated as **EXHIBIT 1.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The County has amended the future land use of the Property to Mixed Use and has also approved MPD zoning.

TABLE 1: PROJECT ENTITLEMENTS

LAND USE	PHASE I	FUTURE PHASES	TOTAL
RESIDENTIAL (UNITS)	550	0	550
INDUSTRIAL (SQUARE FEET)	2,000,000	5,000,000	7,000,000
COMMERCIAL/OFFICE (SQUARE FEET)	100,000	0	100,000

(B) Proposed Entitlements, Conversion Matrix.

1) Permitted Uses. Although not specifically listed above, the permitted uses for the Project is any residential, commercial, industrial and office use permitted by the Sumter County Comprehensive Plan and Land Development Code as of the approval of this Agreement (the “Permitted Uses”), including all permitted accessory uses. The maximum intensity is 0.7 FAR. The density standard is eight (8) dwelling units per gross acre with the ability to cluster up to 30 dwelling units per gross acre provided due to the provision of workforce housing.

2) Land Use Conversion. The entitlements in **TABLE 1** can be converted to any of the Permitted Uses utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

3) The CCPD is the Master Developer for the Project. As the Master Developer, CCPD owns and controls all of the development rights and entitlements within the Project which are identified in Table 1. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces CCPD’s entitlements or Master Developer rights without

Master Developer's prior authorization. CCPD maintains an accounting of its development entitlements and will provide a copy to the County upon request.

4) Agricultural. The Property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan. For purposes of this Agreement, Site Plan is defined as either a non-agricultural site plan approval or a residential improvement plan approval from the County. There may be numerous Site Plans on the Property so if a Residential or Non-Agricultural Site Plan is approved for one area, agricultural use will stop in that area but may continue in others without approved Site Plans.

5) For purposes of amending this Agreement, the sole applicants shall be CCPD and TVLOC. No other landowners within the Property may seek an amendment to this Agreement and no consent of the other property owners within the Property shall be required.

(C) Project Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of the Developer, entering into a separate Development Agreement for the additional land. Accordingly, in the future, additional property could be added to this Development Agreement by the statutory process. However, if the additional property is not contiguous to the Property in **EXHIBIT 1**, there will be no aggregation of traffic under the County's LDR for mitigation purposes if the additional property is not using the same roadways. If additional property is added, either through an amendment to this Agreement or at the election of the Developer, a new development agreement, the Developer will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the Florida Statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the County to adopt any amendment to this Development Agreement or to adopt any separate Development Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Density and Intensity and Additional Uses.

1) Communication Towers and Antennas. Communication towers and antennas (including cell towers) are one of the Permitted Uses within the Industrial portion of the Property and are thus exempt from Sumter County Section 13-635 for the siting of cell towers because of the location within the large Industrial portion of the Property, and the required public process for this Agreement. The Industrial portion of the Property is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding industrial uses. Towers may be designed to fall within the boundaries of the parcel on which the tower is located with no additional setbacks from any exterior property line or be setback at least half the height of the tower from any exterior property line. A certified "fall zone" letter or tower design and certification drawing(s), should be provided at the time of building permit review.

2) Additional Land Uses. Additional land uses other than the Permitted Uses require approval by the County through an amendment to the Sumter County Comprehensive Plan and Land Development Code. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved by the County.

(B) Owners Association. The Developer has the option to create for the Property one or more Owners Association (the "OA"), Florida not-for-profit corporations or other management entities, which is planned to own and maintain the common areas within the Property. The OAs shall also establish and administer rules and regulations for the overall management and coordination of the various businesses within the Property and their activities, site maintenance, travel patterns and parking areas, etc., as will be appropriate for the nature and character of those individual businesses. The OAs shall be charged with the authority and obligation to establish and enforce standards for the safety, appearance and general welfare of homes and businesses within the Property, as well as ensuring that the Property's various residents, businesses and their employees and visitors will maintain operations and premises that respect the rights and privileges of adjoining property owners.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the County, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved for Phase I in **TABLE 1**. Kimley-Horn & Associates determined that the amount of development approved for Phase I in **TABLE 1** requires no new off-site transportation improvements for the time period and development scenario analyzed. The traffic analysis is attached as **EXHIBIT 3**.

2) Traffic Assumptions. The County agrees that the Developer may assume that the County will permit the Developer for Phase I in **TABLE 1** is approved for 1866 PM peak hour trips.

3) Traffic Conversion to Other Land Uses. The Developer may convert development entitlements depicted in **TABLE 1** to other Permitted Uses, only so as long as the total trips generated do not exceed the trips permitted for Phase I in **TABLE 1**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. The Developer must provide the County notice of at least 30 days in advance of using the Conversion Table with no approval required by the County.

4) New Traffic Analysis. If the Developer proposes development beyond those established for Phase I in **TABLE 1** within this Property, it will be required to provide a new traffic analysis or demonstrate to the County's satisfaction that a new traffic analysis is not required. Such development beyond Phase I on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

(B) Potable Water and Sanitary Sewer Service

1) WUDD will provide potable water and sanitary sewer services to the Project.

(C) Solid Waste Service

1) Solid Waste service will be provided by an affiliate of the Developer pursuant to this Agreement.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**.

VI. GOVERNING LAWS AND POLICIES. The Sumter County Comprehensive Plan and the MPD zoning authorize the County to vary development standards where any development standards are in conflict with the Project's development plan. Therefore, this Agreement establishes the development standards that apply to this Project and if there is any conflict between the Agreement and the Sumter County Land Development Code this Agreement shall prevail.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the County finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's.

VIII. PERIODIC REVIEW. The County shall review the Property at least once every twelve (12) months in accordance with Section 163.3235, Florida Statutes.

IX. DURATION. The duration of this Development Agreement shall be 30 years but may be extended by mutual consent of the Parties, subject to public hearings as required.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the County Clerk in the Official Records and the Comprehensive Plan amendment re-designating the Property as Mixed Use goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in 30 years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S.

XX. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXI. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the County:

County Administrator
7375 Powell Road
Wildwood, Florida 34785

With copy to:

County Attorney
7375 Powell Road
Wildwood, Florida 34785

For the Owner:

Brian Hudson, Esq.
Registered Agent
Coleman CPD, LLC
3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Vice President
Coleman CPD, LLC
3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Operating Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXII. PUBLIC HEARINGS. This Agreement was approved by the County Commission after two properly noticed public hearings before the County Commission on December 13, 2022 and January 10, 2023.

XXIII. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

REST OF PAGE LEFT BLANK

**SIGNATURE PAGE OF COLEMAN CPD, LLC TO
LOCAL GOVERNMENT AGREEMENT FOR COLEMAN RIDGE MPD**

WITNESSES:

COLEMAN CPD, LLC, a Florida limited liability company

(Witness Signature)

By: MID-FLORIDA PROPERTIES, L.L.C., a Florida limited liability company, its Manager

(Witness Printed Name)

By: LBCV, INC., a Florida corporation, its Manager

By: _____
Martin L. Dzuro, Vice President

(Witness Signature)

Date: _____

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 2023 by Martin L. Dzuro as Vice President of LBCV, Inc., a Florida corporation, Manager of Mid-Florida Properties, L.L.C., a Florida limited liability company, Manager of Coleman CPD, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public

Name (typed, printed or stamped)

**SIGNATURE PAGE OF THE VILLAGES LAND OPERATING CO, LLC TO
LOCAL GOVERNMENT AGREEMENT FOR COLEMAN RIDGE MPD**

WITNESSES:

**THE VILLAGES LAND OPERATING
COMPANY, LLC, a Florida limited liability
company**

By: TVL Company, L.L.C., a
Florida limited liability company, its
Manager

By: _____
Martin L. Dzuro, Vice President

Date: _____

(Witness Signature)
(Witness Printed Name)

(Witness Signature)

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 2023 by Martin L. Dzuro as Manager of TVL Company, L.L.C., a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public

Name (typed, printed or stamped)

**SIGNATURE PAGE OF SUMTER COUNTY BOCC TO
LOCAL GOVERNMENT AGREEMENT FOR COLEMAN RIDGE MPD**

Notary Public

Name (typed, printed or stamped)
SUMTER COUNTY COMMISSION

By: _____
CRAIG A. ESTEP, CHAIRMAN

ATTEST:

Date: _____

DEPUTY CLERK

Approved as to Form:

COUNTY ATTORNEY

LIST OF EXHIBITS

- Exhibit 1 Legal Description
- Exhibit 2 Land Use Conversion Matrix
- Exhibit 3 Kimley-Horn & Associates Traffic Analysis
- Exhibit 4 General Requirements and Design Criteria

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

TRANSPORTATION IMPACT ANALYSIS

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 4
GENERAL REQUIREMENTS AND DESIGN CRITERIA

A. PROJECT WIDE

1. All roads constructed within the development will be publically dedicated and conveyed to Sumter County and will meet roadway specifications approved in this Agreement.
2. The maximum aggregate impervious area within the Project shall be eighty (80%) percent as long as it can be demonstrated that provisions for drainage, drainage retention and public safety are adequate.
3. Drainage/Stormwater design shall meet the Southwest Florida Water Management District's criteria.
4. No master earthwork permits are required.
5. Landscaping and irrigation is not required within the Project.
6. Potable Water and Sanitary Sewer Designs and Specifications shall meet the utility providers criteria.
7. The traffic study submitted with this Development Agreement shall be sufficient for Phase I of the Project and additional traffic studies are not required for individual site plan approvals in Phase I.

B. ROADWAY DESIGN CRITERIA – PROJECT WIDE

1. Road right of way shall be a minimum of thirty-five (35') feet.
2. The right of way radius and edge of pavement radius at intersections shall be a minimum of twenty (20') feet.
3. The right of way radius of cul-de-sacs shall be a minimum of fifty (50') feet.
4. The pavement radius in cul-de-sacs shall be a minimum of forty (40') feet.
5. Roadway Standards following Guidelines for Geometric Design of Low-Volume Roads are acceptable as well as FDOT Greenbook. No vertical curves are required when the algebraic difference is less than 2%.
6. Site distance triangles within the property will be according to standard engineering practices.

7. Sidewalks are not required.
8. Bike paths are not required.
9. Straight road lengths shall have no minimum.
10. Golf carts are permitted on roadways.
11. Minimum intersection separation shall be seventy (70') feet.
12. Stop signs on local streets may be twenty-four (24") inches in size.
13. Inverted crown roads are permitted.
14. Curbs are not required.
15. Street lights are not required.

C. INDUSTRIAL/COMMERCIAL/OFFICE

1. The Industrial/Commercial/Office portion of the Property may be developed, leased or sold as a single parcel or as multiple parcels and platting will not be required.
2. No minimum parcel size is required except all parcels will be of sufficient size to accommodate on-site parking as required.
3. Parking requirements shall be as required under the County's Land Development Code existing on the date of this Agreement for the specific use at the time of site plan approval. Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets and similar areas of a building. Parking requirements for each parcel may be aggregated within the Industrial/Commercial/Office portion of the Project.
4. All structures and site improvements must be permitted by the County pursuant to site plans submitted and the Developers shall install and complete all required site improvements. Site plan approval shall be based upon adherence to the Coleman Ridge MPD zoning ordinance, and this Development Agreement and the County's Land Development Code and all site plans submitted shall contain documentation on such site plan of compliance therewith. In case of conflict between the zoning ordinance or this Development Agreement and the County's Land Development Code, the zoning ordinance or this Development Agreement shall control.
5. Individual Site Development Plans may be submitted in phases.

6. Once a structure has been constructed and parking provided pursuant to the requirements set forth in this Agreement, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.
7. Parking spaces shall be a minimum of 9'x20' or 9'x18' if a two (2') feet of grass overhang or a seven (7') feet sidewalk is provided.
8. Maximum building height (not including uninhabitable architectural and mechanical features) shall be sixty (60) feet, unless adequate fire protection is provided.
9. All buildings shall have a minimum setback of twenty (20') feet from the right of way of County collector or arterial roads.
10. All buildings shall have a minimum setback of ten (10') feet from the outer boundary of the Property.
11. Setback requirements shall not apply to what is generally known as signs, sign towers, walls, and other similar entry features.
12. Vegetative/Landscape Buffers or screening are not required.
13. Any lights and illumination on the Property will be of such intensity and direction so as not to cause a nuisance on abutting property or to interfere with the use of such abutting property.
14. Site lighting is not required.
15. Landscape plans are not required.

D. SINGLE-FAMILY

5. No minimum lot size is required except all lots within the Project will be of sufficient size to accommodate on-site parking as required.
6. Drainage easements for lot line swales and storm sewer lines shall be a minimum of ten (10') feet.
7. Single-Family Parking 9'x17' minimum, and at least one space per dwelling unit.
8. There are no restrictions on the placement of residential driveways near intersections.

E. MULTI-FAMILY

1. The Multi-Family portion of the Property may be developed and/or leased or sold as a single parcel or as multiple parcels and platting is not required.
2. No minimum parcel size is required except all parcels will be of sufficient size to accommodate on-site parking as required.
3. Parking requirements shall be as required under the County's Land Development Code existing on the date of this Agreement for the specific use at the time of site plan approval. Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets and similar areas of a building.
4. Parking spaces shall be a minimum of 9'x20', or 9'x18' if two (2') feet of grass overhang or a seven (7') feet sidewalk is provided.
5. All structures and site improvements must be permitted by the County pursuant to site plans submitted and the owners shall install and complete all required site improvements. Site plan approval shall be based upon adherence to the Coleman Ridge MPD zoning ordinance, this Development Agreement and the County's Land Development Code and all site plans submitted shall contain documentation on such site plan of compliance therewith. In case of conflict between the Coleman Ridge MPD zoning ordinance, this Development Agreement and the County's Land Development Code, the Coleman Ridge MPD zoning ordinance and this Development Agreement shall control.
6. Site distance triangles within the Property will be according to standard engineering practices.
7. Individual Site Development Plans may be submitted in phases.
8. Once a structure has been constructed and parking provided pursuant to the requirements set forth in this Agreement, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.
9. Maximum building height (not including uninhabitable architectural and mechanical features) shall be sixty (60') feet.
10. All buildings shall have a minimum setback of twenty (20') feet from the right of way of County collector, or arterial roads.
11. All buildings shall have a minimum setback of ten (10') feet from the outer boundary of the Property.

12. Setback requirements shall not apply to what is generally known as signs, sign towers, walls, and other similar entry features.
13. Vegetative/Landscape Buffers or screening are not required.
14. Any lights and illumination on the Property will be of such intensity and direction so as not to cause a nuisance on abutting property or to interfere with the use of such abutting property.
15. Site lighting is not required.
16. Landscape plans are not required.