



**506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731**

**PHONE: 352 360-6727
FAX: 352 360-6652**

TRC COFP Members:

City Manager Karen Manila, Chairman
Police Chief, Vice Chair
City Attorney
Building Official
Community Development Director
Code Enforcement Officer
Engineer – Halff
Fire Chief
Fire Inspector
Land Planner LPG
Public Works Director

TRC Members:

City of Leesburg Utilities
Lake County School Board
Lake County Public Works Department
Lake County Economic Development

**AGENDA
TECHNICAL REVIEW COMMITTEE (TRC)
March 4, 2025
10:00AM**

- I. MEETING START TIME:**
- II. MEMBERS PRESENT:**
- III. MEETING NOTES FROM PREVIOUS MEETING:** Meeting minutes from February 4, 2025 included for review/comment.
- IV. OLD BUSINESS: NONE**
- V. NEW BUSINESS:**

A. Advent Health Fruitland Park OSED Major Site Plan – Alternate Key 1288088

Development of the site is subject to Ordinance 2020-007 and the associated Master Development Agreement. The proposed development is on a 5.99-acre parcel located along the southeastern boundary of the overall development. The maximum building height along CR 466A is two (2) stories. The applicant is requesting site plan approval for Phase I consisting of 13,451 SF emergency department (12 bed), helipad, and 888 SF mechanical room for a total of 14,339 SF. Phase 2 consists of a 90,000 SF medical office and 206,850 SF hospital with anticipated buildout in year 2030. Phase 2 plans will be submitted at a later date.

B. CR 468 Subdivision Annexation, Small Scale Comp Plan Amendment, Rezoning/ Planned Unit Development – Alternate Keys 1288843 & 1289912

The applicant is requesting annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop approximately 32.03 ± acres for a proposed 135-unit single family subdivision with lots widths of 40' to 60' at a proposed density of 4.34 units/acre. Minimum lot sizes range from 4,800 SF (97 lots) and 7,200 SF (38 lots). A 1.0-acre amenity/open space tract with tot lot/playground is proposed. Total open space proposed is 7.95 acres (25.1%) which includes amenity (1.0 acres), landscape buffer (0.92 acres), conservation area (0.09 acres) and stormwater pond (5.94 acres).

BOARD MEMBERS' COMMENTS:

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT:



**506 WEST BERCKMAN STREET
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Land Planner LPG
Public Works Director

TRC Members:

City of Leesburg Utilities
Lake County School Board
Lake County Public Works Department
Lake County Economic Development

**MINUTES
TECHNICAL REVIEW COMMITTEE (TRC)
February 4, 2025
10:00AM**

- I. MEETING START TIME: 10:03 AM**
- II. MEMBERS PRESENT:** All members present except Code Enforcement Officer, Fire Chief, Police Chief and Lake County members. Also present was the applicant for Lake Myrtle Breezes Variance, Dr. Coe and for Urick & Wilder the applicant Jake Pretzell [with Ben, Daniel, & Cory Heck.]
- III. MEETING NOTES FROM PREVIOUS MEETING:** Meeting minutes from January 7, 2025 included for review/comment. No corrections or deletions.
- IV. OLD BUSINESS: NONE**
- V. NEW BUSINESS:**
- A. Lake Myrtle Breezes Variance – Alternate Key 3845251**
The applicant is requesting a variance for a minimum lot width from 80' to 70' at the building setback line for lots located on a cul-de-sac or curve. At the time of the previous lot line deviation, the building setback line was 30' from the front property line. The current regulations require a minimum front building setback of 20' from the front property line. The property had a previous variance via Resolution 2022-040 that expired in December 2024.

The applicant Dr. Coe was present. No objections proposed, will move to March Planning and Zoning Meeting to allow time for public hearing notices.

B. Urlick & Wilder St Fruitland Park Multifamily Major Site Plan – Alternate Key 1520690

The applicant is requesting approval of the site plan for a multi-family development consisting of 150 units within 5 buildings (2 and 3 story buildings) and a clubhouse with pool, fitness center and grill stations. Units range from 686 SF to 1,142 SF (26 - 1 bedroom, 74 - 2 bedroom and 50 - 3 bedroom). Proposed open space is 61.73% (6.43 acres) which exceeds the minimum 25% (2.61 acres) requirement. Open space appears to include the stormwater pond; however, the majority of the open space is located within the southern portion of the site. The applicant is requesting a vehicle parking deferral from 325 spaces to 250 spaces or 1.67 spaces per unit. There are currently outstanding engineering comments that need to be addressed.

The applicant Jake Pretzell was present with Cory Heck. Halff had a number of outstanding comments related to the watercad model, calculations, and stormwater discharge. Halff requests models to demonstrate the efficacy of the formulas. City Public Works deferred to Halff's comments.

City Attorney asked if they submitted a variance for the parking, LPG responded that they submitted a deferred parking plan per code. City Attorney is to review and provide comments.

Sharon Williams stated that Lake County Public Schools will require a school mitigation plan for the high school.

This project will not move forward to Planning and Zoning until Halff's comments are addressed and efforts have been made to enter into a mitigation agreement with the Lake County School Board.

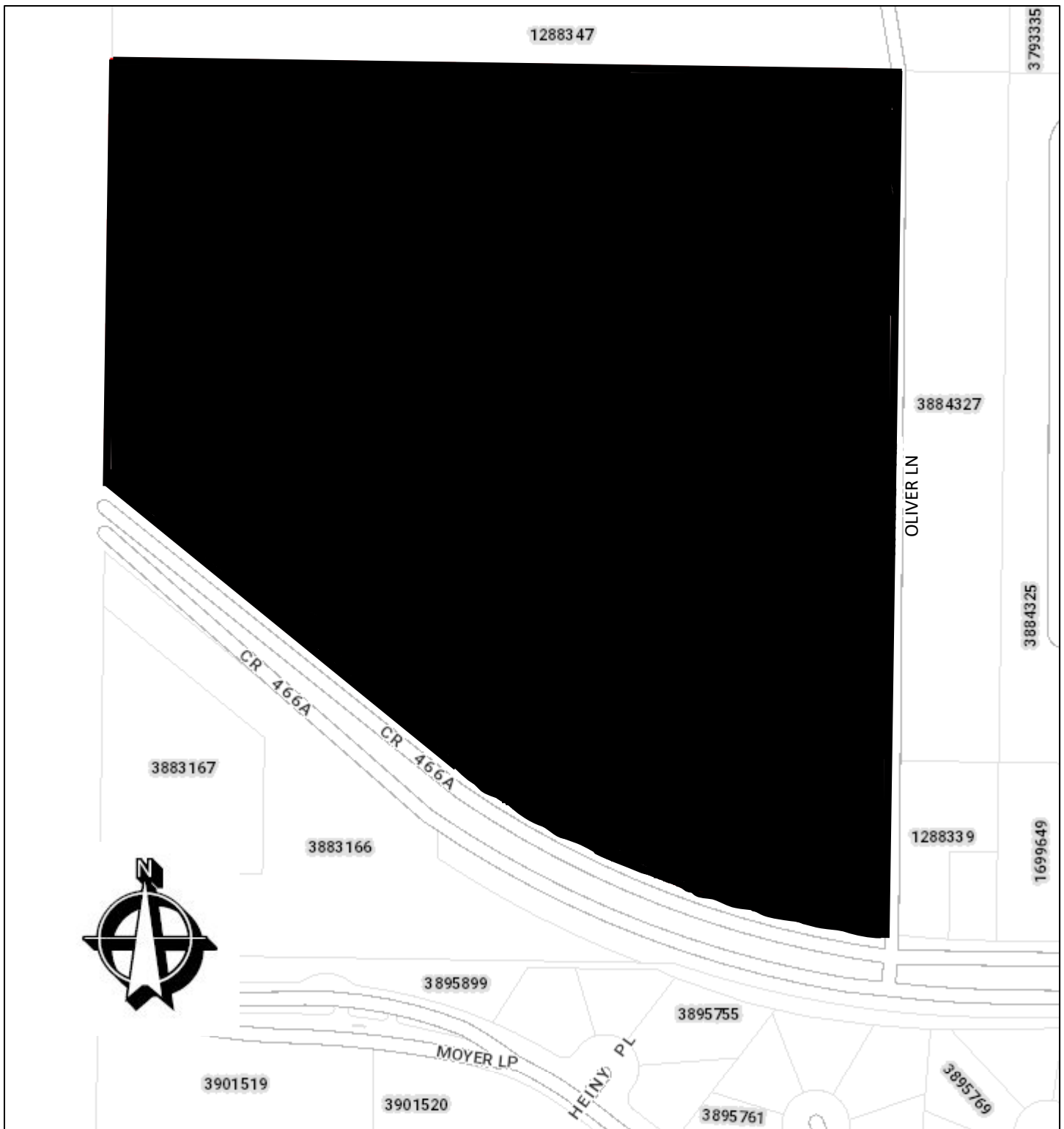
BOARD MEMBERS' COMMENTS: None.

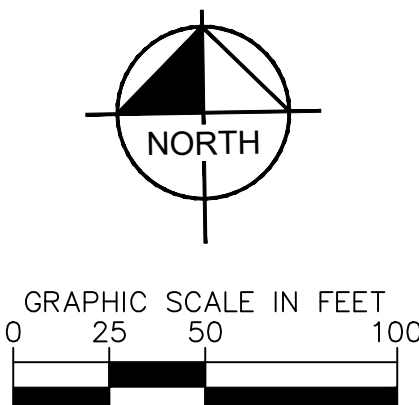
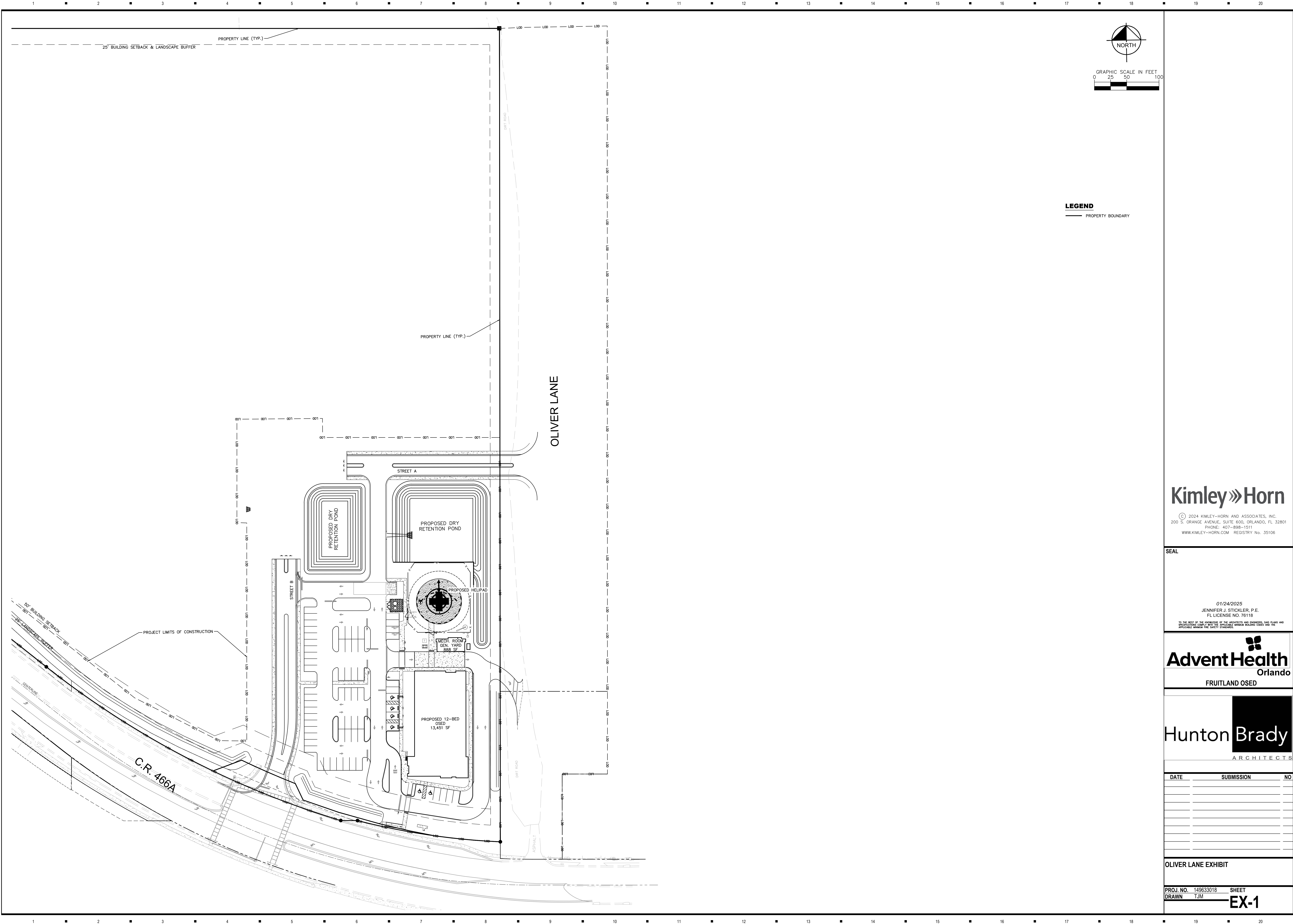
PUBLIC COMMENTS:

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ADJOURNMENT: 10:23 AM

AdventHealth Fruitland Park OSED





LEGEND
— PROPERTY BOUNDARY

Kimley»Horn

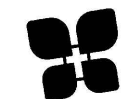
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

SEAL

01/24/2025

JENNIFER J. STICKLER, P.E.
FL LICENSE NO. 76118

TO THE BEST OF THE KNOWLEDGE OF THE ARCHITECTS AND ENGINEERS, SAID PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS.

**Advent Health**
Orlando

FRUITLAND OSED

Hunton Brady
ARCHITECTS

DATE	SUBMISSION	NO

OLIVER LANE EXHIBIT

PROJ. NO. 149633018

SHEET

DRAWN TJM

EX-1



VIA EMAIL echurch@fruitlandpark.org

February 10, 2025

Emily Church
Office Assistant
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731

**RE: ADVENTHEALTH FRUITLAND PARK OSED (AVO 043866.157)
MAJOR SITE PLAN REVIEW #1**

Dear Ms. Church:

Per your email request dated January 31, 2025, I have reviewed the documents which were included in the drop box for the above referenced project. Based on my review, my comments are below:

1. Hydrant flow test indicates static of 74 psi, but model shows 76 psi. Model appears to begin in front of site, not at tested hydrant, how was psi difference determined?
2. Demo plan note #9 sheet number is omitted.
3. How was the parking required determined? The 1space/300 square feet does not appear to match this use.
4. Construction of bypass swale is within the landscape buffer. In some cases, the swale is more than 2-feet deep, which will effectively hide landscaping within the buffer, as well as allowing stormwater flow to impact potential landscaping. It is not clear this swale is necessary for the development of the site.
5. The entire fire line, including hydrants is listed as "to be designed and permitted by others." Now is this being accomplished. Hydrants need to be a part of this permit. A hydrant detail is included with the plans. Understand the FDC and sprinkler connection to be designed by others, not the entire main supplying hydrants.
6. Plan has two separate lift station details.
7. Ensure city standard details are up to date. City lift station detail is not most recent.
8. The treatment volume calculation uses the criteria for a dry/wet detention pond. Revise for dry retention.
9. The treatment volume is required to recovery within 72 hours. The submitted model shows recovery in 214 hours.
10. The ICPR routing does not include the 25yr-24hr storm event. Add this event. Show pre vs. post rate discharges offsite.
11. ICPR does not show total recovery of Pond A.
12. The aquifer base elevation used in the modeling are not supported by the geotechnical evaluation. The base of aquifer elevation for B-4 is not expressly stated in the geotechnical report. However, for the other borings, encountering a layer 2, 3 or 4 soil resulted in the base of aquifer elevation set at that elevation. The boring log for B-4 shows a layer 3 soil at 8 feet of depth. This corresponds with the perched SHWT estimation of 7-feet of depth. The aquifer should be set at 8-feet of depth, or +/- 68.64,



13. It appears that PB-5 and PB-6 permeability values were averaged to obtain a permeability for Pond A. Neither of these borings is within the pond area. B-4, which was within the pond area, did not have permeability values provided in the report. Given the perched condition, and the base of aquifer elevation, B-4 appears to be more in line with PB-3, which has much lower permeabilities and porosity. Alternately, the Geotech report can be amended to provide values for B-4, or a new boring in the pond area can be obtained.

Should you have any questions, please feel free to contact our office at 352-343-8481.

Sincerely,
HALFF

A handwritten signature in blue ink, appearing to read "BT", located below the typed name.

Brett Tobias, P.E.
Team Leader
btobias@Halff.com

BJT:ab

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

SITE PLAN

Owner: Advent Health System/Sunbelt, Inc.

Applicant: Kimley-Horn and Associates, Inc., Jennifer Stickler, P.E.

General Location: North of CR 466-A and west of Oliver Lane

Number of Acres: 27.4 ± acres

Existing Zoning: Commercial PUD

Existing Land Use: Commercial High Intensity (70% ISR/.50 FAR)

Date: February 19, 2025

Description of Project

Development of the site is subject to Ordinance 2020-007 and the associated Master Development Agreement. The proposed development is on a 5.99-acre parcel located along the southeastern boundary of the overall development. The maximum building height along CR 466A is two (2) stories. The applicant is requesting site plan approval for Phase I consisting of 13,451 SF emergency department (12 bed), helipad, and 888 SF mechanical room for a total of 14,339 SF. Phase 2 consists of a 90,000 SF medical office and 206,850 SF hospital with anticipated buildout in year 2030. Phase 2 plans will be submitted at a later date.

	Surrounding Zoning	Surrounding Land Use
North	Agriculture	Rural
South	Agriculture, PUD	Rural, Villages of Fruitland Park
East	C-2, Agriculture	Commercial, Rural
West	PUD	The Villages

Assessment

Primary access to the subject site is from CR 466A with secondary access to Oliver Lane to the east. Commercial setbacks are Front – 466A - 50'; Eastern Side 15'; Western Side 30'; and rear 25'. Accessory setback of 15' from all property lines. Perimeter boundary landscape buffers

are 25' along CR 466A, 15' along the east, 25' along the north and a 30' buffer with 6' high decorative solid wall along the western property boundary.

The submitted traffic impact analysis indicates that a new full access median opening is proposed to serve the site and will require relocation of the existing full median opening at Oliver Lane, which is supported by Lake County. Should the existing full median not be relocated does that effect the results of the traffic impact analysis?

Chapter 154, Section 154.050, 154.060, and 154.070 are the non-residential design standards which are applicable to the subject site. Further, Section 7 of the Master Development Agreement requires compliance. Prior to building permit issuance, the applicant will need to submit the elevations, materials, colors and exterior lighting plans.

Pursuant to Chapter 159, Section 159.100(4) institutional buildings shall meet the requirements or combination of requirements that reflect the specific use or uses of the building. Pursuant to Chapter 159, Section 159.100(2) requires 1 dumpster pad for every 10,000 SF of office space. Based on the 13,451 SF building only 1 dumpster is required. Sheet C-4.1 indicates 2 dumpster pads.

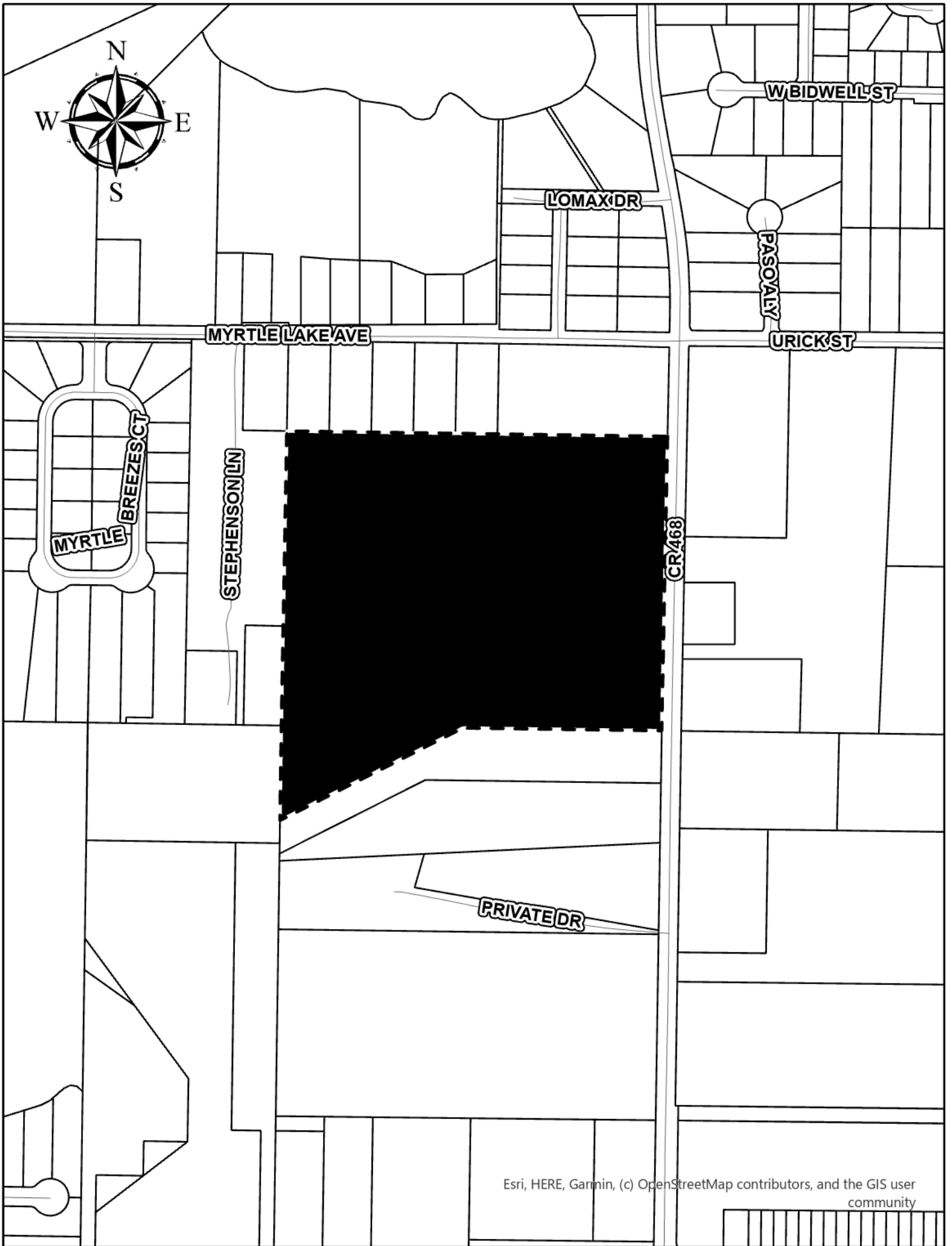
Pursuant to Chapter 160, Section 160.080(a)(1) please provide the location of proposed signs. Pursuant to Section 160.080(a)(2) please provide the number of projected employees.

Pursuant to Chapter 162, Section 162.060(L) parking lots of 20 spaces or more that are to be used after dark shall be lighted. Please submit lighting plan.

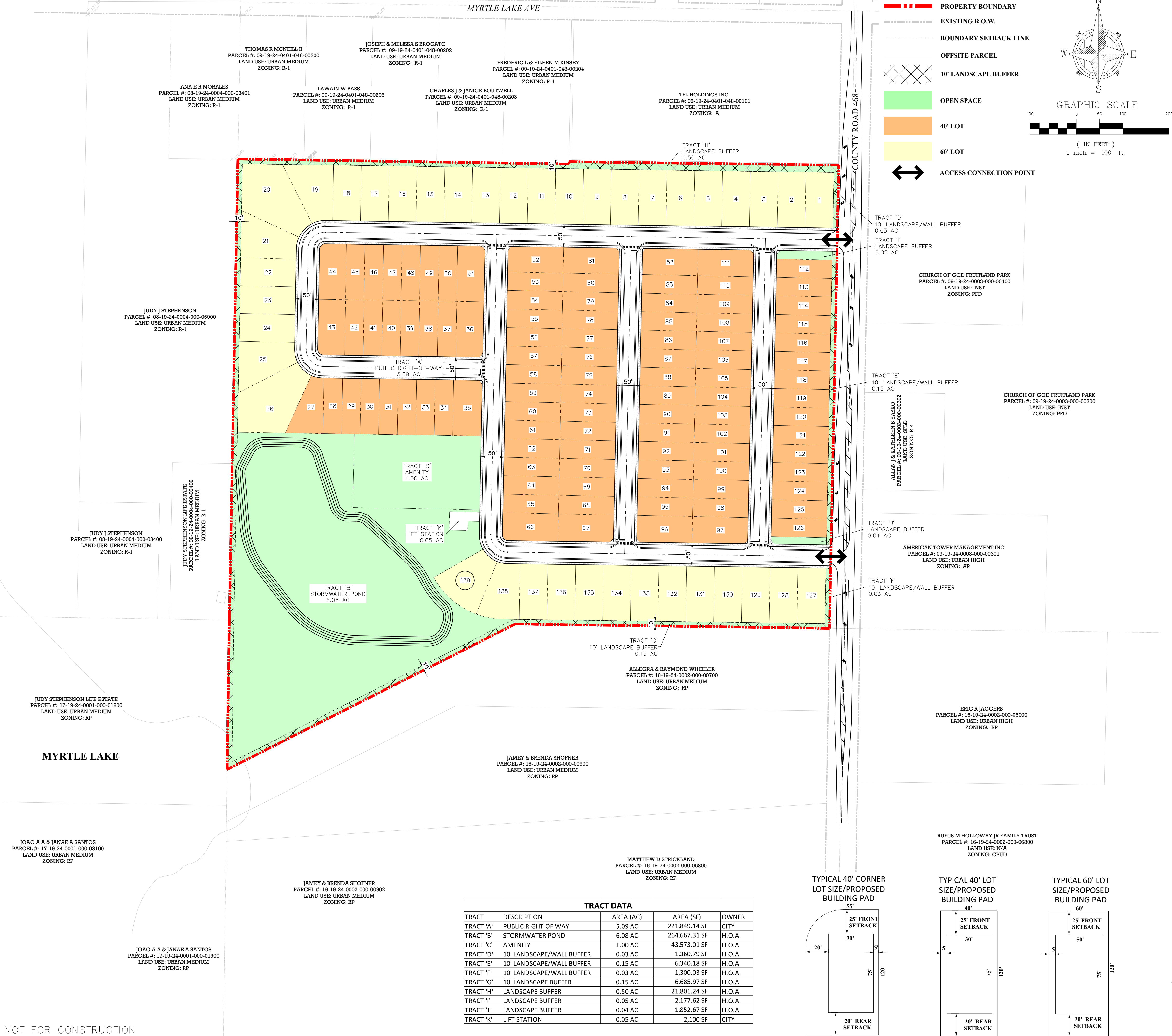
Chapter 164, Section 164.040 requires the plantings to be Florida Friendly plant list by SJRWMD for approved species list. Please revise the Plant Schedule on Sheet L1.00 to indicate compliance. The note section under Landscape Calculations for the eastern buffer indicate that 176 shrubs are being provided and 67 shrubs are required; however, other notes regarding the eastern buffer indicate that 67 shrubs are being provided. If the notes are in error, please correct. The Master Development Agreement Section 14 required landscaping around building areas, a minimum of five (5) foot landscape buffer around the building perimeter on all sides visible to the general public. Although the plans appear to indicate building perimeter plantings, the landscape notes do not reflect it.

Recommendation

Please revise site and landscaping plans as noted above.



P:\PROJECT DRAWINGS\BIN-004 CR 468 Subdivision\Drawings\CAD Civil3D\Layouts\Q3 Master Plan\Waster Plan.dwg Modified: 11/1/2024 By: slancaster Plotted By: sgm lancaster



SITE DATA:

1. LCPA - PARCEL ID #: 09-19-24-0003-000-00200
16-19-24-0002-000-00800
2. LCPA - ALTERNATE KEY: 1288843
1289912
3. PROPERTY ADDRESS: COUNTY ROAD 468
FRUITLAND PARK, FL 34531
4. PROPERTY AREA: 32.03 AC
5. EXISTING FUTURE LAND USE: URBAN MEDIUM (COUNTY)
6. PROPOSED FUTURE LAND USE: MFHD (CITY)
7. ADJACENT FUTURE LAND USE:
NORTH URBAN MEDIUM (COUNTY)
SOUTH URBAN MEDIUM (COUNTY)
EAST URBAN HIGH (COUNTY)
WEST INST. SFLD (CITY)
URBAN MEDIUM (COUNTY)
8. EXISTING ZONING: AR, RP (COUNTY)
9. PROPOSED ZONING: PUD (CITY)
10. ADJACENT ZONING:
NORTH R-1, A (COUNTY)
SOUTH RP (COUNTY)
EAST R-4, PFD (CITY)
WEST AR (COUNTY)
R-1, RP (COUNTY)
11. ALLOWED DENSITY: 15.00 DU/AC
12. PROPOSED DENSITY: 4.34 DU/AC
13. RESIDENTIAL SETBACKS:
FRONT 20 ft.
REAR 20 ft.
SIDE 5 ft.
CORNER 20 ft.
14. PERIMETER SETBACK: 10 ft.
15. NET LIVING AREA:
40'x120' LOTS 1,200 SF
60'x120' LOTS 1,500 SF
16. MAXIMUM BUILDING HEIGHT: 35 ft.
17. DEVELOPMENT PROGRAM:
60'x120' LOTS 39 LOTS
40'x120' LOTS 100 LOTS
TOTAL 139 LOTS
18. OPEN SPACE REQUIRED: 8.01 AC (25.0%)
19. PROPOSED OPEN SPACE:
AMENITY 1.00 AC
LANDSCAPE BUFFER 0.95 AC
STORMWATER POND 6.08 AC
TOTAL 8.03 AC (±25.1%)
20. FIRE PROTECTION WILL BE PROVIDED AND DESIGNED TO MEET CITY OF FRUITLAND PARK AND NFPA REQUIREMENTS.
21. WATER SERVICE PROVIDED BY CITY OF FRUITLAND PARK.
22. RECLAIMED WATER SERVICE PROVIDED BY CITY OF FRUITLAND PARK.
23. SANITARY SEWER SERVICE PROVIDED BY CITY OF FRUITLAND PARK.
24. STORMWATER SYSTEM WILL BE PROVIDED AND DESIGNED TO MEET CITY OF FRUITLAND PARK AND SRWMD DRAINAGE REQUIREMENTS.
25. ALL UTILITY LINES SHALL BE DESIGNED TO MEET FDEP AND CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.
26. UTILITY EASEMENTS DEDICATED TO CITY OF FRUITLAND PARK SHALL BE PROVIDED OVER ALL WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY.
27. AN HOA SHALL BE CREATED TO PROVIDE THE MANAGEMENT OF ALL COMMON AREAS AND FACILITIES.
28. PROJECT LANDSCAPING AND IRRIGATION SHALL COMPLY WITH CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.
29. OPEN SPACE SHALL COMPLY WITH CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.

CIVIL ENGINEERING I LAND PLANNING

APPIAN ENGINEERING LLC.

APPIANFL.COM • 407.960.5868

2231 Lee Road, Suite 27, Winter Park, Florida 32789

STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION No. 15174

MASTER PLAN

CR 468 SUBDIVISION

CITY OF FRUITLAND PARK, FLORIDA

DRAWN: S. LANCASTER

DESIGNED: O. SANCHEZ

CHECKED: L. CLASON

DATE: 10/31/2024

SCALE: 1" = 100'

PROJECT: BIN-004

SHEET: C1.0

APPIAN ENGINEERING

LUKE MARTIN CLASON

No 77066

STATE OF FLORIDA

PROFESSIONAL ENGINEER

NOT FOR CONSTRUCTION

Record and Return to:
City of Fruitland Park
Attn: City Clerk
506 W. Berckman Street
Fruitland Park, Florida 34731

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____~~th~~ day of _____, 202~~3~~⁴, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and ~~Beryl N. Stokes, III~~ William Kent Stokes Trust, (hereinafter referred to as the "Owner").

RECITALS

1. The Owner owns ~~16.67~~32.03 ± acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Owner desires to rezone the Property as set forth herein.

3. The Property is currently located within the City of Fruitland Park with ~~16.67~~32.03 +/- acres having a future land use designation of "~~Single Family Medium~~Multi-Family High Density" on the City of Fruitland Park Future Land Use Map and zoned Lake County Agriculture (A) and ~~Light Manufacturing~~Residential Professional (LMRP).

4. Owner has filed applications rezoning from Lake County Agriculture (A) and ~~Light Manufacturing~~Residential Professional (LMRP) to City of Fruitland Park "Planned Unit Development" for the Property.

5. 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.

6. The City of Fruitland Park has determined that the rezoning 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.

7. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.

8. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

9. This Agreement will address development of the ~~16.67~~32.03 +/- acres to be developed for residential use.

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 a rezoning 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 duly adopts the Agreement, adopts an ordinance rezoning the Property and such rezoning becomes effective. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning. However, if the City denies the application for rezoning, this Agreement shall be void and shall be of no further force and effect.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Plan" prepared by ~~Sloan-Appian Engineering-Group, Inc.~~, dated ~~2023~~²⁴, and attached as **Exhibit "B"** (the "Plan"). The project shall be developed as a residential subdivision. All development shall be consistent with City's "PUD" (Planned Unit Development-) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses for Permitted Uses shall include:

- Single family detached residential dwelling units..
- Passive and Active Recreation Facilities.
- Residential units shall not exceed ~~67~~¹³⁹ single family dwelling units.
- Temporary modular office uses shall be allowed during construction.
- Up to six (6) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.

Section 5. Development Standards. Development Standards shall be as follows:

- The minimum living area shall be ~~1,500~~^{1,200} square feet for the single-family detached homes
- The minimum lot size shall be ~~54,750~~⁸⁰⁰ square feet for the detached single-family homes ~~on 40' x 120' and 7,200 square feet for the detached single-family homes on 60' x 120'.~~
- Minimum lot width for detached single-family shall be ~~54~~⁰ feet with a minimum lot depth of ~~115~~¹²⁰ feet.
- Minimum Setback requirements for detached residential units shall be:

Front: ~~Local Roadways~~ Twenty feet (20')
Garage - Twenty ~~five~~ feet (~~25'~~^{20'})

Side: ~~Five feet (5')~~
~~Corner Lot - Fifteen feet (15')~~
~~Local Roadways~~ Twenty feet (20')

~~Another Lot Five feet (5')~~

Rear: ~~Local Roadway Twenty feet (20')~~ ~~Fifteen~~ Twenty feet (1520')
~~Another Lot Fifteen feet (15')~~

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5').

- e. Maximum building height shall be limited to thirty-five feet (35') for single family.
- f. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- g. In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as walking trails, dog park, or open play fields.
- h. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-4 zoning district standards and other applicable sections of the Land Development Code.

~~Section 6. Residential Design Standards.~~ ~~There must be at least five (5) elevations with at least two (2) variations in material treatments for each elevation. Duplicative elevations adjacent to each other, across the street from each other, or diagonal to each other are prohibited. Design Standards shall be as follows:~~

- a. ~~**Architectural features**~~ All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single family units. ~~Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.~~
 - 1) ~~Dormers~~
 - 2) ~~Gables~~
 - 3) ~~Recessed or raised entries~~
 - 4) ~~Covered porch entries~~
 - 5) ~~Cupolas~~
 - 6) ~~Pillars or decorative posts~~
 - 7) ~~Bay window (minimum 12 inch projections)~~
 - 8) ~~Eaves (minimum 6 inch projections)~~
 - 9) ~~Front windows with arched glass tops and minimum 4 inch trim~~
- b. ~~**Building Materials**~~ Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1) ~~At least thirty-five percent (35%) full width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.~~
 - 2) ~~At least thirty percent (30%) full width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement based materials rather than wood fiber based or plastic based materials. For~~

~~example, Masonite or vinyl lap siding would not be allowed under this option.)~~

~~3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.~~

Section 76. Changes to the Development Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 87. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by one primary access off of ~~Register Road~~CR 468, unless otherwise approved by Lake County. Actual location and design of the boulevard shall be determined during the Preliminary Subdivision Plan review. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park, including off-site road improvements on Register RoadCR 468, and conveyance of additional right-of-way for Register RoadCR 468.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements including curb and gutter.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- ~~d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.~~
- e.d. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- f.e. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.

Section 98. 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. Lighting shall comply with the ~~non~~ residential design requirements of the Fruitland Park Land Development Regulations.

Section 109. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service

(hereafter, "Utilities") exclusively through purchase from City. 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 (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 140. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the 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. Accordingly, if capacity is available at the time of site plan and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 121. 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 sewer, water, drainage and reclaimed water services.

Section 132. Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a ~~fifteen~~^{twenty five}-foot ~~(15'-1025')~~ landscape buffer type "B" along the PUD perimeter property boundary. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

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 applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Section 143. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's 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 154. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, 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 165. 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 176. Signage. Owner shall submit a master sign plan as a component of the preliminary plan application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 187. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record. Title opinion or certification shall have an effective date of no more than 30 days prior to submittal. A copy of all back up documents referenced in the title opinion or certification must be provided.

Section 2018. 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 2019. 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. 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 240. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 221. 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 232. 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. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 243. 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 254. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 265. 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 Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Beryl N. Stokes, III 1035 W Dixie Avenue Leesburg, Florida 34748 352-678-6078 Telephone <u>William Kent</u> <u>Stokes Trust</u> <u>856 Lakemont Drive, Apt. B</u> <u>Louisville, Tennessee 37777</u>
Copy to:	<u>Jason Monroe Lee</u> <u>Burgland Capital, LLC</u> <u>1810 West Kennedy Blvd.</u> <u>Suite 232</u> <u>Tampa, FL 32789</u> <u>407-960-5868</u>

Section 276. 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 287. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate ~~twenty-three~~ (203) years thereafter; provided, however, that the term of this Agreement may be extended for up to an additional two (2) years by mutual consent of the City and the Owner, subject to a public hearing.

Section 298. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 3029. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's 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 Developer's Agreement is declared severable.

Signature pages to follow

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness Signature

By: _____
~~Beryl N. Stokes, III~~ William Kent Stokes Trust

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization this ____ day of _____ by ~~Beryl N. Stokes, III~~ William Kent Stokes Trust who is personally known to me or who have produced _____ as identification.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by [X] physical present or [] online notarization this _____ day of _____ by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation and Esther B. Coulson, City Clerk of the City of Fruitland Park, Florida, on behalf of the corporation, who are [X] personally known to be me or produced _____ as identification.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

The South 3/4 of the Southwest 1/4 of the Southwest 1/4 less right of way of Highway #468, in Section 9, Township 19 South, Range 24 East.

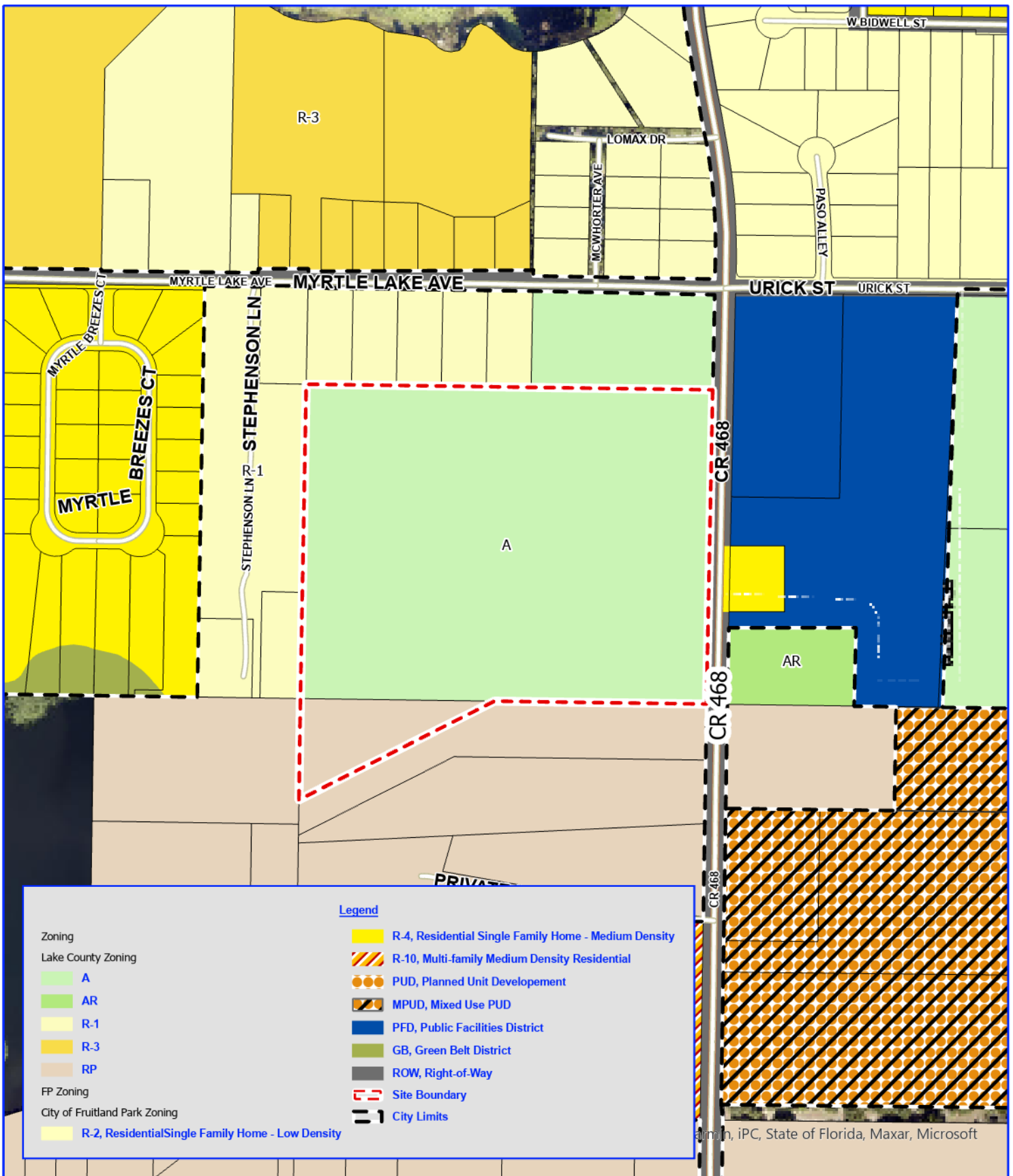
Parcel 2:

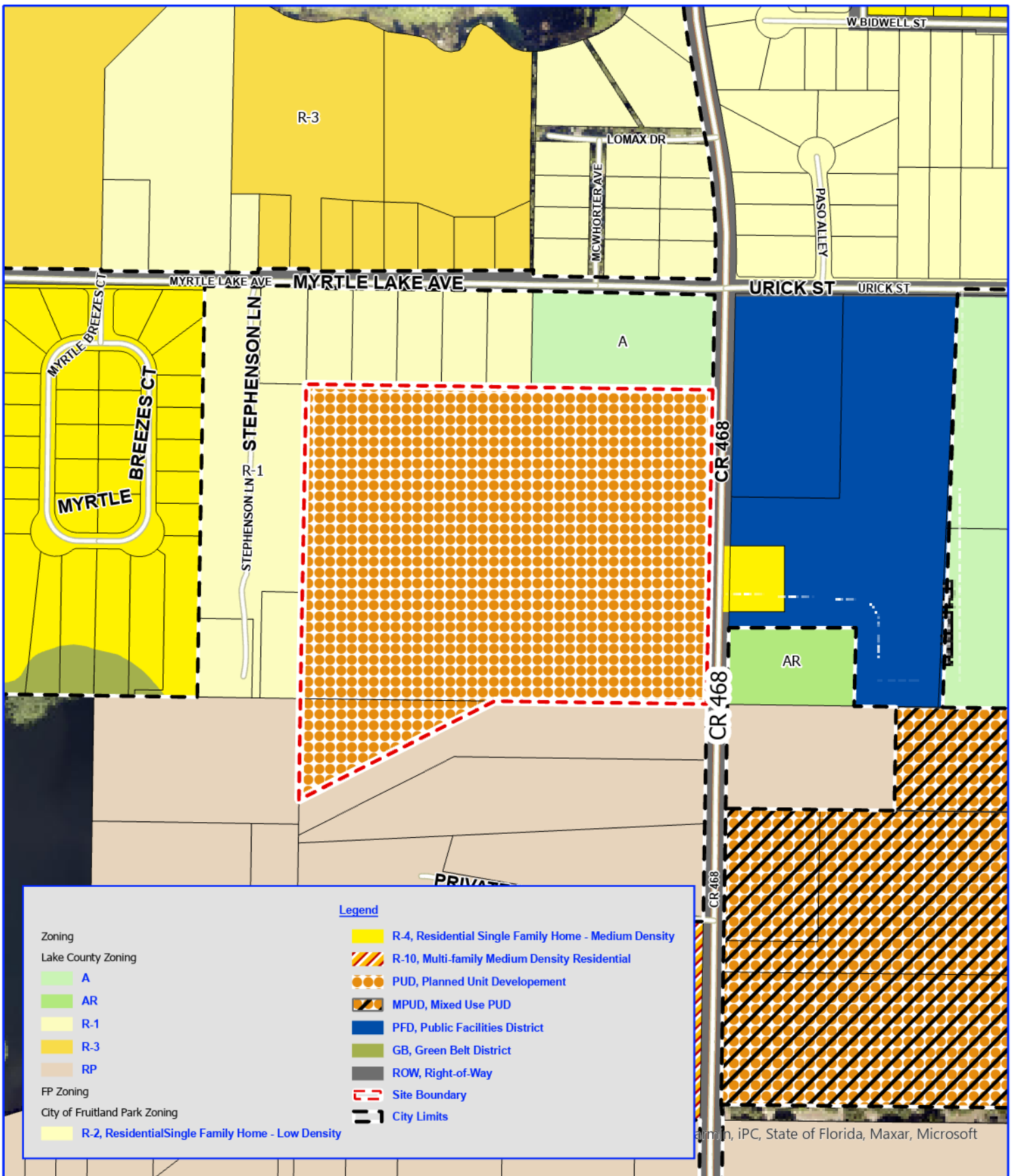
Begin at the Northwest corner of Section 16, Township 19 South, Range 24 East, run East 617.2 Feet, thence south 62°26' West to the Section line, thence North to the point of beginning.

~~That part of the Northeast ¼ of the Northwest ¼ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, more particularly described as follows:~~

~~Commence at the Northeast corner of said Northeast ¼ of the Northwest ¼ of Section 3; thence run N89°46'23"W along the North line of said Northeast ¼ of the Northwest ¼, a distance of 1327.38 feet to the Northwest corner of said Northeast ¼ of the Northwest ¼; thence run S00°53'13"W along the West line of said Northeast ¼ of the Northwest ¼, a distance of 15.00 feet for the Point of Beginning; thence continue S00°53'13"W along said West line, a distance of 225.75 feet; thence run S89°46'23"E along the South line of the North 240.74 feet of said Northeast ¼ of the Northwest ¼, a distance of 25.00 feet; thence run S00°53'13"W along a line 25.00 feet East of and parallel to said West line of the Northeast ¼ of the Northwest ¼, a distance of 337.27 feet; thence run S89°46'23"E along a line parallel with said North line of the Northeast ¼ of the Northwest ¼, a distance of 1285.45 feet; thence run N01°04'39"E along a line 15.00 feet West of and parallel to the East line of said Northeast ¼ of the Northwest ¼, a distance of 563.05 feet; thence run N89°46'23"W along a line 15.00 feet South of and parallel to said North line of the Northeast ¼ of the Northwest ¼, a distance of 1312.33 feet to the Point of Beginning.
Contains 729,865 square feet or 16.755 acres, more or less.~~

EXHIBIT "B"
THE PLAN





Amn, iPC, State of Florida, Maxar, Microsoft



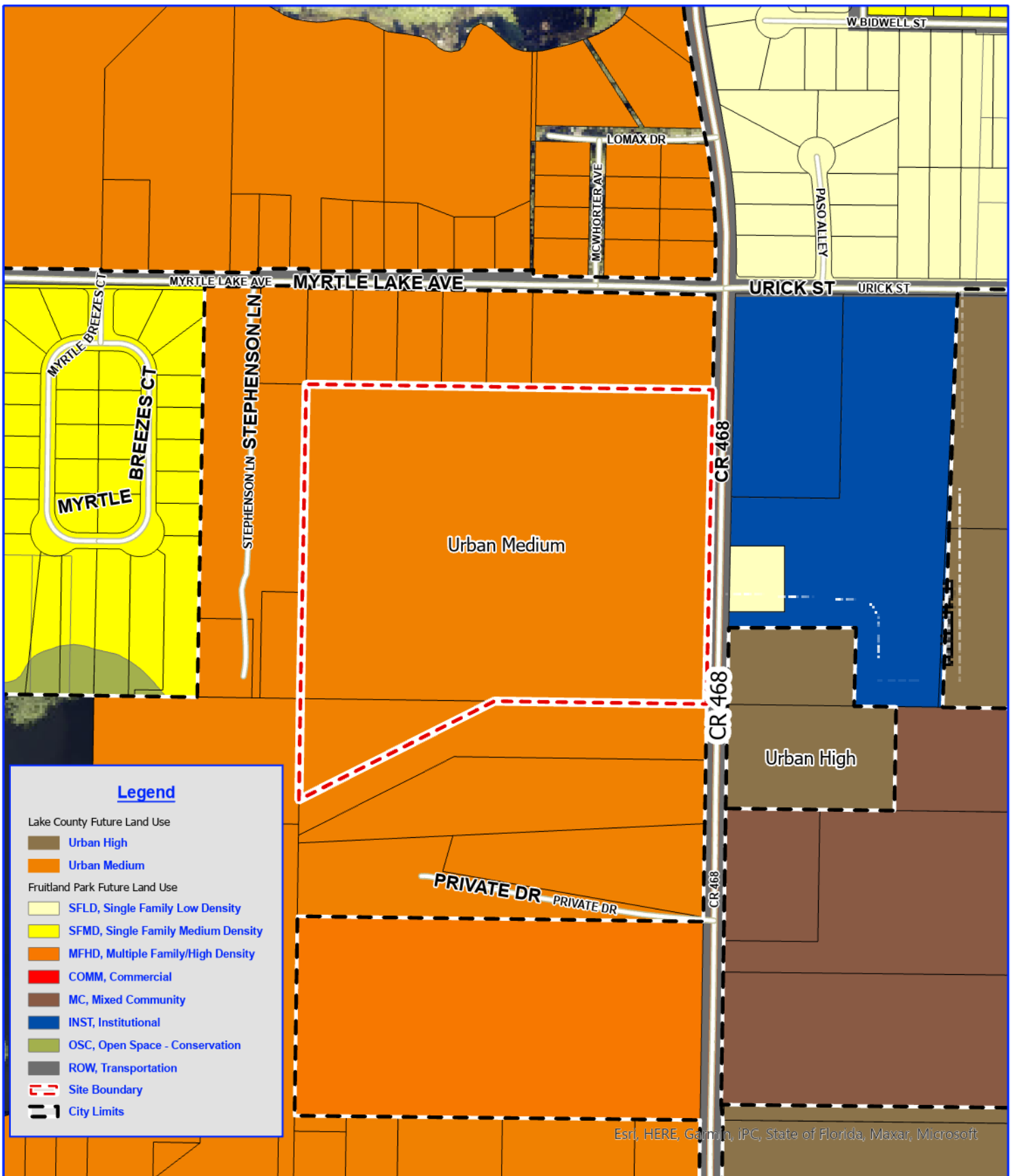
Scale: 1:5,000

Burgland Capital, LLC

**Lake County, Florida
Proposed Zoning Map**

Project: 398/24/11
File: Burgland
Name: FLU
PM: S. Lindh
Date: November 8, 2024
Created By: T. Kalebaugh



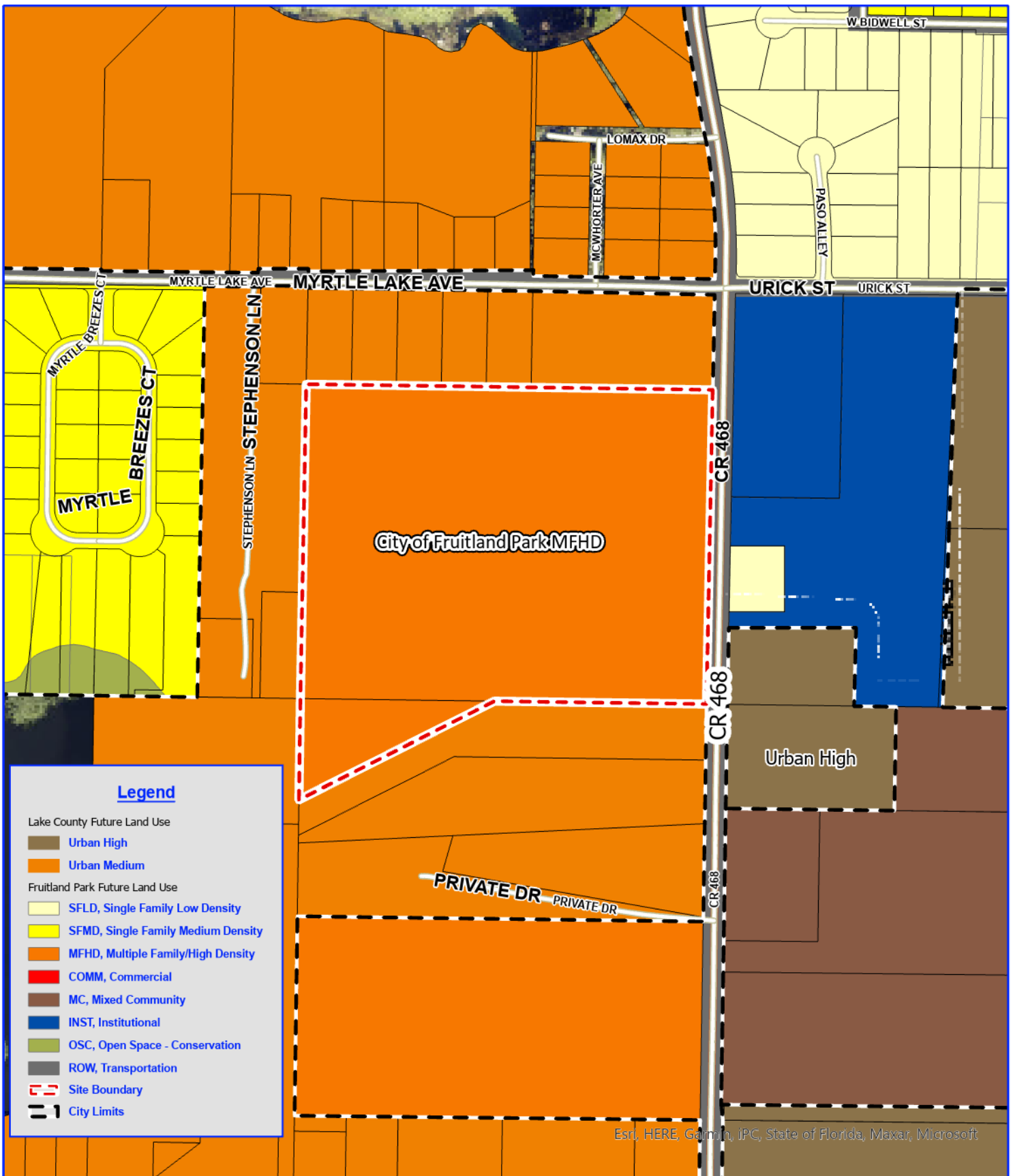


Burgland Capital, LLC

**Lake County, Florida
Existing Future Land Use Map**

Project: 398/24/11
File: Burgland
Name: FLU
PM: S. Lindh
Date: November 8, 2024
Created By: T. Kalebaugh





Burgland Capital, LLC

Lake County, Florida
Proposed Future Land Use Map

Project: 398/24/11
File: Burgland
Name: FLU
PM: S. Lindh
Date: November 8, 2024
Created By: T. Kalebaugh



CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.

ANNEXATION, SSCPA, AND REZONING

Owner: William Kent Stokes Trust

Applicant: Burgland Capital, LLC , Jason Monroe Lee

General Location: West of CR 468 and South of Myrtle Lake Ave.

Number of Acres: 32.03 ± acres

Existing Zoning: Agriculture (A) and Residential Professional (RP)

Proposed Zoning: PUD

Existing Land Use: Urban Medium Density (7 units/acre)

Proposed Land Use: Multi-Family Low Density (8 units/acre)

Date: February 24, 2025

Description of Project

The applicant is requesting annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop a proposed 135-unit single family subdivision with lots ranging in widths from 40' to 60' at a proposed density of 4.34 units/acre. Minimum lot sizes range from 4,800 SF (97 lots) and 7,200 SF (38 lots). A 1.0-acre amenity/open space tract with tot lot/playground is proposed. Total open space proposed is 7.95 acres (25.1%) which includes amenity (1.0 acres), landscape buffer (0.92 acres), conservation area (0.09 acres) and stormwater pond (5.94 acres).

	Surrounding Zoning	Surrounding Land Use
North	R-1 and Ag	Urban Medium Density (7 units/acre)
South	Residential Professional (RP)	Urban Medium Density (7 units/acre)
East	PFD, Ag and R-2	Institutional, SF Low Density (3 units/acre), Urban High Density (12 units/acre)
West	R-1	Urban Medium Density (7 units/acre)

Assessment

Application

Chapter 152, Section 152.040(e) list criteria for review of comprehensive plan and rezoning amendments as follows:

1) Consistency with the Comprehensive Plan, or in the case of a Plan amendment, consistency with the remainder of the Plan and its goal, objectives and policies.

The applicant indicated that “Per the City’s Comprehensive Plan 2035, under the Proposed Land Use Strategy, this development will help meet the City’s goal of providing a mix of housing types and styles that provides people with affordable housing choices that can accommodate changes in lifestyle.” “In addition, per the City’s Proposed Land Use Strategy, this development will also provide access to housing for residents of various ages and needs as well as conserving wetland and other environmentally sensitive areas.”

2) Consistency with applicable sections of the Land Development Code.

Chapter 154, Section 154.030(11) indicates that a conceptual plan is required for the rezoning which the applicant has submitted. Please see additional comments regarding the concept plan outlined below in the staff report.

3) Additionally, as to rezoning amendments:

A) Whether justified by changed or changing conditions.

Annexation into the city requires a city designated zoning.

B) Whether adequate sites already exist for the proposed district uses.

A PUD zoning allows for specific development criteria allowing for a mix of lot or housing types which cannot be achieved by a straight zoning category. The proposed development requires a PUD zoning which the applicant has applied for.

C) Whether specific requirements of the Land Development Code are adequate to ensure compatibility with adjoining properties as required by the Comprehensive Plan.

Any proposed development must comply with the land development regulations including landscape buffers which assist in buffering adjacent uses. The applicant submitted a statement indicating that the current land use is County Urban Medium (7 units/net acre) and the proposed amendment to City MFLD (8 units/acre).

Annexation

The subject site is adjacent to the City limits along the eastern property boundary and is eligible for voluntary annexation. The subject site is also within the City’s Utility Service Area.

Small Scale Comp Plan Amendment

The proposed small scale comprehensive plan amendment consists of 32.03 ± acres and is located south of Lake Myrtle Ave. and west of CR 468. For comprehensive plan purposes a maximum development scenario was utilized.

The site is designated as Urban Medium Density (32.03) on the Lake County Future Land Use Map and it is proposed to designate the site as City of Fruitland Park Multi-Family Low Density. Under the Lake County Urban Medium Density future land use could have developed at a maximum development scenario of 7 units/net acre pursuant to Lake County FLU Policy 1-1.3.3 which results in 224 units.

Under the proposed Multi-Family Low Density land use (8 units/acre) the property could be developed at a maximum development scenario of 256 units pursuant to FLU Policies 1-1.2 and 1-1.5; however, the proposed Planned Unit Development (PUD) zoning limits development to 135 units which results in a proposed gross density of 4.21 units/acre.

The proposed comprehensive plan amendment results in an increase of 32 units.

The property to the northern, southern and western is designated as Urban Medium Density (7 units/acre), property to the east within the city limits is designated as Institutional and SF Low Density and Lake County Urban High Density (12 units/acre). Further south along CR 468, property within the city is designated as Multi-Family High Density (15 units/acre).

Residential Needs Analysis – The housing element data and analysis indicates the City requires a minimum of 5,460 additional dwelling units to meet the projected need through 2035.

School Impact Analysis – Please submit school concurrency application.

Traffic Impact Analysis – The traffic impact analysis submitted was based on 139 single family units. The anticipated buildout is the end of 2027. The results indicate the proposed development would generate 1,366 daily trips, of which 101 AM peak hour trips and 135 PM peak hour trips. The proposed development will not adversely impact area roadways and will not adversely impact the Level of Service. The development will require the construction of a 425-foot northbound left turn lane and 400-foot southbound right lanes at both access driveways.

Solid Waste Impact Analysis – The LOS for solid waste is 2 collections per week pursuant to Public Facilities Policy 4-6.1. The City utilizes a private waste hauler through a franchise agreement. The amendment will not cause a deficiency in the LOS.

Utility Impact Analysis – The subject site is within the City of Fruitland Park Utility Service Area and central water is available. The LOS for water is 172 gallons per resident per day pursuant to Public Facilities Policy 4-10.1. The estimated population based on US Census data (estimated 2023) of 2.41 person per household is 335. The estimated water usage is 0.057.

The City owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.22 MGD. The City has a current available capacity of 0.196 mgpd and an analysis was conducted of the proposed

amendment based on land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.139 mgpd.

The City of Fruitland Park provides sanitary sewer. The City of Fruitland Park has an agreement with the Town of Lady Lake to treat sewage and the maximum capacity is 500,000 gallons per day (0.5 mgd). The City currently has an available capacity of 289,000 gallons per day (0.289 mgd). The LOS for sanitary sewer is 122 gallons per resident per day pursuant to Public Facilities Policy 4-2.1. The estimated population based on US Census data (estimated 2023) of 2.41 person per household is 335. The estimated sanitary sewer usage is 0.040 mgd. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.249 mgd.

Environmental Analysis – An environmental assessment was conducted by Paradise Environmental, LLC. The assessment indicates that there are 0.04 acres of water bodies and no protected species were observed on the subject site. A small portion of the site is within the 100-year flood; however, no impacts to the flood zone are proposed. Should protected species occur, the appropriate regulatory permits will be secured.

Rezoning

The subject property is currently zoned Agriculture and Residential Professional in Lake County and the proposed City zoning is Planned Unit Development (PUD) for the development of a 135-unit subdivision. Surrounding zoning consists of Residential Professional (RP), R-1, Agriculture, Public Facilities District (PFD), and R-2.

Concept Plan

The revised concept plan identifies 135 single family units consisting of the following:

97 units of 40' x 120' (4,800 SF) lots

38 units of 60' x 120' (7,200 SF) lots

Residential development to the north is developed on 1 acre lots. Subdivisions in the general area consist of Lake Myrtle Breezes (1/2 acre lots) and Arbor Park of 50' (6,250 SF), 60' (7,500 SF), and 70' (8,750 SF) lots for single family detached homes.

The applicant indicates that there is sufficient evidence that the proposed 40' and 60' lot sizes are compatible with adjacent developments. To the northeast of the site, the adjacent property is not a subdivision but a borrow pit that was used for fill material. The borrow pit will not be negatively impacted by the proposed site development. The properties to the northwest were developed as 1 acre lots, however, that is not the development trend in the area. To lessen impact to the 1 acre lots, we are proposing a 10' landscape buffer tract with a 15' landscape easement in the rear of the 60' lots adjacent to those properties.

Regarding Arbor Park (Phases 1, 2, and 3) we are proposing larger lot areas along the boundary of the subdivision at 60' in width in comparison to the majority of Arbor Park's 50' perimeter lots. Therefore, the interior 40' lots will not negatively impact the adjacent developments.

Finally, with regards to Lake Myrtle Breezes the market conditions are currently preferential to properties that are in the 40' wide, 50' wide and 60' wide range. Buyers are attracted to the lower costs (smaller roadway and infrastructure) and lower maintenance requirements of lots in this range. This is reflected in the neighboring Arbor Park development being overwhelming comprised of 50' lots. Our subject parcels have a current Future Land Use of Urban Medium through the County and we are trying to match the development trans in the CR 468 corridor.

The proposed setbacks are as follows:

Front – 20'
Front Garage – 25'
Side – 5'
Rear – 20'

The proposed minimum floor area for the homes on the 40' lots is 1,200 SF and 60' lots is 1,500 SF.

The proposed perimeter buffers are 10' with a 15' landscape easement for lots/areas abutting the property boundary. Historically, planned unit developments provide for 25' perimeter buffers. The 10' landscape buffer and 15' landscape easement provides a 25' perimeter buffer on north, portions of the south and western boundary. A 10' landscape buffer is proposed along the eastern boundary adjacent to CR 468.

Chapter 154 requires a minimum of 25% of common open space of which portions should be suitably improved to meet the recreational needs of the community. The plan indicates that the applicant is offering 25.1% open space and includes the proposed stormwater ponds. The applicant proposes a trail with benches around the stormwater pond. The concept plan indicates that the proposed amenity tract (1.0 acre) would include a tot lot/playground and a covered mailbox kiosk at a minimum.

Chapter 165, Section 165.130(A) requires a minimum 25' upland buffer adjacent to the lake. Further, Section 165.080 requires a 35' setback from the ordinary high water line. The revised master plan now indicates both the upland buffer and setback.

The applicant is requesting a maximum building coverage from 30% to 75% for 40' lots and a maximum of 65% for 60' lots. The applicant is also requesting that the minimum lot width be based on the front setback line rather than the front property line along the roadway.

Comprehensive Plan Compliance

The proposed amendment complies with the following policies:

FLU Policy 1-1.2: Density and Intensity Standards.
FLU Policy 1-1.5: Multiple-Family Low Density
FLU Policy 1-2.1: Promote Orderly, Compact Growth
FLU Policy 1-3.1: Planned Unit Development

Recommendation

Please submit school concurrency letter upon receipt from Lake County Schools.