

**CITY OF FRUITLAND PARK**  
**SUPPLEMENTAL AGENDA ITEM SUMMARY SHEET**  
**Item Number: 5c**

**ITEM TITLE:** First Reading and Quasi-Judicial Public Hearing Ordinance 2023-004 - Rezoning PUD - 2307 Spring Lake Road - Petitioner: Alex Stringfellow on behalf of Southwinds Commercial LTD.

**MEETING DATE:** August 24, 2023

**DATE SUBMITTED:** August 14, 2023

**SUBMITTED BY:** City Attorney/City Manager/Community Development Director

**BRIEF NARRATIVE:** Ordinance 2023-004 rezoning approximately 14.10 +/- acres of property to City of Fruitland Park Planned Unit Development located at 2307 Spring Lake Road.

The property is currently zoned "Planned Unit Development" (PUD) with a future land use of "Single Family Medium Density and Multi-Family High Density." Owner would like to rezone the property as a Residential Planned Unit Development. A total of 12 +/- acres would be developed for multi-family residential units; the northern 2.10 +/- acres is considered wetlands. Current future land use allows up to four single family dwelling units per acre in the northern 1/3 of the property, and 15 dwelling units per acre in the southern 2/3 of the property. There are 36 one-story villas and 56 dwellings in two-story apartments for a total of 92 units and an overall gross density of 7.67 units/acre. (The proposed density within the MFHD land use is 10.08 units/acre).

**FUNDS REQUIRED:** None

**ATTACHMENTS:** Draft Ordinance 2023-004, Master Development Agreement, zoning map, aerial map/site location, email for Traffic Impact Analysis exemption granted by Lake County, justification, staff report and proof of advertising.

**RECOMMENDATION:** The Planning and Zoning Board approved the item at its August 17, 2023 meeting. (The second reading will be held on September 14, 2023.)

**ACTION:**

**ORDINANCE 2023-004**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.10 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED NORTH OF SPRING LAKE ROAD AND WEST OF POINSETTIA AVENUE; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been received from Alex Stringfellow as applicant, on behalf of Southwinds Commercial LTD as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Planned Unit Development (PUD) to Planned Unit Development (PUD) within the City limits of Fruitland Park; and

**WHEREAS**, the petition bears the signature of all applicable parties; and

**WHEREAS**, the required notice of the proposed zoning has been properly published; and

**WHEREAS**, the City Commission reviewed said petition, the recommendations of the Planning and Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF FRUITLAND PARK, FLORIDA, AS FOLLOWS:**

Section 1: The following described property consisting of approximately 14.10 ± acres generally located north of Spring Lake Road and west of Poinsettia Avenue as described and depicted as set forth on Exhibit "A" shall hereafter be designated as PUD "Planned Unit Development" as defined in the Fruitland Park Land Development Regulations.

Section 2: That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. 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 4. Scrivener’s Errors. Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

**PASSED AND ORDAINED** in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Esther Coulson, MMC, City Clerk

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

|                       |  |
|-----------------------|--|
| Mayor Cheshire        | _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent) |
| Vice-Mayor DeGrave    | _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent) |
| Commissioner Gunter   | _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent) |
| Commissioner Bell     | _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent) |
| Commissioner Mobilian | _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent) |

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_

(SEAL)

**“EXHIBIT A”**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89°20'30" EAST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 209.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0°30'15" EAST 1,325.45 FEET TO THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 33, THENCE RUN SOUTH 89°35'10" EAST, ALONG THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 505.91 FEET, THENCE RUN SOUTH 00°32'50" WEST 1,116.62 FEET, THENCE NORTH 89°22'40" WEST 231.40 FEET, THENCE SOUTH 0°31'40" WEST 210.90 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, THENCE NORTH 89°20'30" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 273.57 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE SOUTH 33 FEET THEREOF.

**EXHIBIT B**

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**MASTER DEVELOPMENT AGREEMENT**

THIS AGREEMENT entered into and made as of the \_\_\_\_th day of \_\_\_\_\_, ~~2022~~2023, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and ~~Watervue at Lake Geneva Investment Partners, LLC~~Southwinds Commercial, LTD., a Florida ~~Limited Liability Company~~limited partnership (hereinafter referred to as the "Owner").

**RECITALS**

1. The Owner desires to rezone approximately 14.10 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 Property is currently located within the City of Fruitland Park and is currently zoned "Planned Unit Development" (PUD) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Single Family Medium Density and Multi-Family High Density."
3. Owner has filed an applications to ~~rezoning~~rezone the Property as a Residential Planned Unit Development.
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 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.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
7. 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.

**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 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

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as to any party unless and until: a) the City duly adopts the Agreement ~~and adopts an ordinance rezoning the Property into the corporate limits of the City. The land use and development obligations contained in this Agreement shall not be binding or enforceable as to the Owner unless and until the City's comprehensive plan amendment implementing or related to the Agreement is found in compliance by the state land planning agency in accordance with the applicable Florida Statutes and such plan amendment is adopted by City.~~ 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.

**Section 3. Land Use/Development.** Development of the Property shall be substantially consistent with the "Conceptual Site Plan – Spring Lake Road" prepared by Stringfellow Planning & Design, dated August 10, 2022 and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district. All residential units are to be located within the Property having a FLU of MFHD. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by the Department of Economic Opportunity before being effective.

**Section 4. Density.** The maximum density shall not exceed 92 units.

**Section 5.** Permitted Uses. Permitted Uses shall include:

- a. Multi-family residential dwelling units meeting the R-15 ~~b.~~ standards. (Limited to that portion of the Property having a FLU of MFHD)
- ~~e.~~ b. Single family residential units.
- ~~d.~~ c. Two-family residential units. (Limited to that portion of the Property having a FLU of MFHD)
- ~~e.~~ d. Passive and Active Recreation Facilities.
- ~~f.~~ e. Accessory uses per City of Fruitland Park Land Development Regulations.
- ~~g.~~ f. Accessory structures shall not be constructed within required buffer areas.

**Section 6. Development Standards.** Development Standards shall be as follows:

- a. Minimum Open Space 25%, which may include all buffers, manmade stormwater ponds, recreation and other pervious area not located within platted road right of way.
- b. Maximum Building Height 35', measured to the mean height of hip or gabled roofs.
- c. Minimum distance between multi-family buildings shall be twenty feet (20') measured from building wall to building wall.
- d. Interior buildings shall have a setback of thirty feet (30') from edge of pavement (travel lane).
- e. Minimum Setback requirements, as measured from the PUD perimeter property lines shall be:
  - i. Front: from Spring Lake Road – fifty feet (50')
  - ii. Side: Twenty-five feet (25')
  - iii. Rear: Twenty-five feet (25')
  - iv. Rear: From Lake Geneva – Fifty feet (50')
- f. Open space shall not be less than twenty-five (25) percent of the total property area.

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- Stormwater ponds may not be included as open space unless designed as an amenity.
- g. Parking: The Owner will be required to meet the parking requirements of the Fruitland Park Land Development Regulations.
  - h. Landscape buffers of twenty-five feet (25') with a 6' solid vinyl fence shall be provided along the eastern and western property boundaries. A landscape buffer of thirty feet (30') shall be provided along the southern property boundary. No landscape buffer shall be required adjacent to Lake Geneva. All landscaping and tree protection shall comply with Chapter 163 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 shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas until such maintenance responsibility has been assumed by the POA.

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 7. Multi-Family Design Standards.** Design Standards shall be as follows:

- a. Multi-family development shall meet the R-15 MF HDR zoning development standards.
- b. Architectural features - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the multi-family, single family and two-family units. 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
  - 10) Metal roofs
  - 11) Decorative Corbels and Brackets
- c. 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:

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- i. The exterior wall area may be any type of lap siding and/or stucco, including 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.) The exterior may include full width or cast brick or stone.
  - ii. 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.
- d. Details, such as, brackets, corbels, decorative panels, may be made from alternative materials, such as foam with a hard shell finish.
- e. Buildings shall have landscape areas planted with trees, shrubs or groundcovers, other than sod, around the building as follows:
  - i. Building Perimeter landscaping. A minimum three (3) foot wide landscape area, with an average of five (5) feet or more, around a minimum of forty (40) percent of the total building perimeter and within twenty-five (25) feet of the building walls.
  - ii. *Minimum planting requirement.* One (1) canopy tree or three (3) understory trees, and twenty-eight (28) shrubs shall be required for every three hundred and fifty (350) feet of planting area in e.i above. Trees installed for any other requirement of this subsection may be credited towards this requirement if in the required location.

**Section 8. Property Owners Association.** Owner shall establish a property owners association, which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas.

**Section 9. Site Access and Transportation Improvements.** Vehicular access to the project site shall be provided by one access point on Spring Lake Road. The primary access shall be through a divided landscaped boulevard type road. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Owner shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements. Drive aisles within parking areas shall not be required to be constructed to City Street standards.
- 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 Owner 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.



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- e. A traffic/transportation study shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Owner.

**Section 10. 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. The poles and street lights within the Property shall be installed by Owner and thereafter maintained by the HOA/POA.

**Section 11. Water, Wastewater, and Reuse Water.** Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. 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. No private wells will be allowed within the Property. 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 12. Impact Fees.** Owner shall be required to pay impact fees as established by City from time to time. Owner agrees to prepay the water and wastewater impact fees for the Property at the time of plat approval by City corresponding to the number of units in such plat.

Owner agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. 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 for the prepaid units. 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 platting 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 13. Easements.** Owner shall provide the City such easements or right of way in form acceptable to the City Attorney which may include dedication on the final plat, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

**Section 14. Stormwater Management.** Owner agrees to provide at Developer'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 15. Other Municipal Facilities/Services.** ~~Upon annexation, the~~The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection,

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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 residential property owners within the City.

**Section 16. Concurrency.** A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner acknowledges that City has adopted an ordinance relating to Proportionate Share Mitigation. Accordingly, Owner agrees that it shall be subject to such ordinance.

**Section 17. Final Site Plan Approval.** After the approved Conceptual Site Plan and Developer's Agreement Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, construction plans, and a Final Site Plan for the development shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

**Section 18. 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 19. Signage.** Owner shall submit a master sign plan as a component of the final site plan (i.e., construction 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.

**Section 20. 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.

**Section 21. 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 22. 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 23. Enforcement/Effectiveness.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. ~~However, both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the Florida Department of Economic Opportunity ("DEO") or any subsequent state agency serving as the state land planning agency, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City and approved by DEO.~~

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**Section 24. 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 25. 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 26. 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, not 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 27. Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

**Section 28. 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:

|                    |  |
|--------------------|--|
| <b>As to City:</b> | City Manager<br>City of Fruitland Park<br>506 W. Berckman Street<br>Fruitland Park, Florida 34731<br>352-360-6727 Telephone  |
| <b>Copy to:</b>    | <del>Christopher J. Bell, City</del> <u>Chris Cheshire</u> Mayor<br>City of Fruitland Park<br>506 W. Berckman Street<br>Fruitland Park, Florida 34731<br>352-360-6727 Telephone<br><br>Anita Geraci-Carver, City Attorney<br>1560 Bloxam Avenue<br>Clermont, Florida 34711<br>(352) 243-2801 Telephone |

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| <b>As to Owner:</b> | Paul Missigman<br><del>Watervue at Lake Geneva Investment Partners, LLC</del><br>Southwinds Commercial, LTD.<br>200 E. Canton Ave.<br>Suite 102<br>Winter Park, FL 32789 |
| <b>Copy to:</b>     |  |
|                     |  |

**Section 29. 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 30. 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 (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

**Section 31. Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 32. 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.

**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: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ who are personally known to me or who have produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
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: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
City Clerk

This instrument prepared by:  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

\_\_\_\_\_

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Notary Public

Notary Public - State of Florida

Commission No \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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**EXHIBIT "A"**

Subject Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89°20'30" EAST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 209.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0°30'15" EAST 1,325.45 FEET TO THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 33, THENCE RUN SOUTH 89°35'10" EAST, ALONG THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 505.91 FEET, THENCE RUN SOUTH 00°32'50" WEST 1,116.62 FEET, THENCE NORTH 89°22'40" WEST 231.40 FEET, THENCE SOUTH 0°31'40" WEST 210.90 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, THENCE NORTH 89°20'30" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 273.57 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE SOUTH 33 FEET THEREOF.

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**EXHIBIT "B"**

**THE PLAN**



# Legend



Subject Property

## Fruitland Park Zoning

R-15, Multi-Family Residential - High Density

PUD, Planned Unit Development

PFD, Public Facilities District

## Lake County Zoning

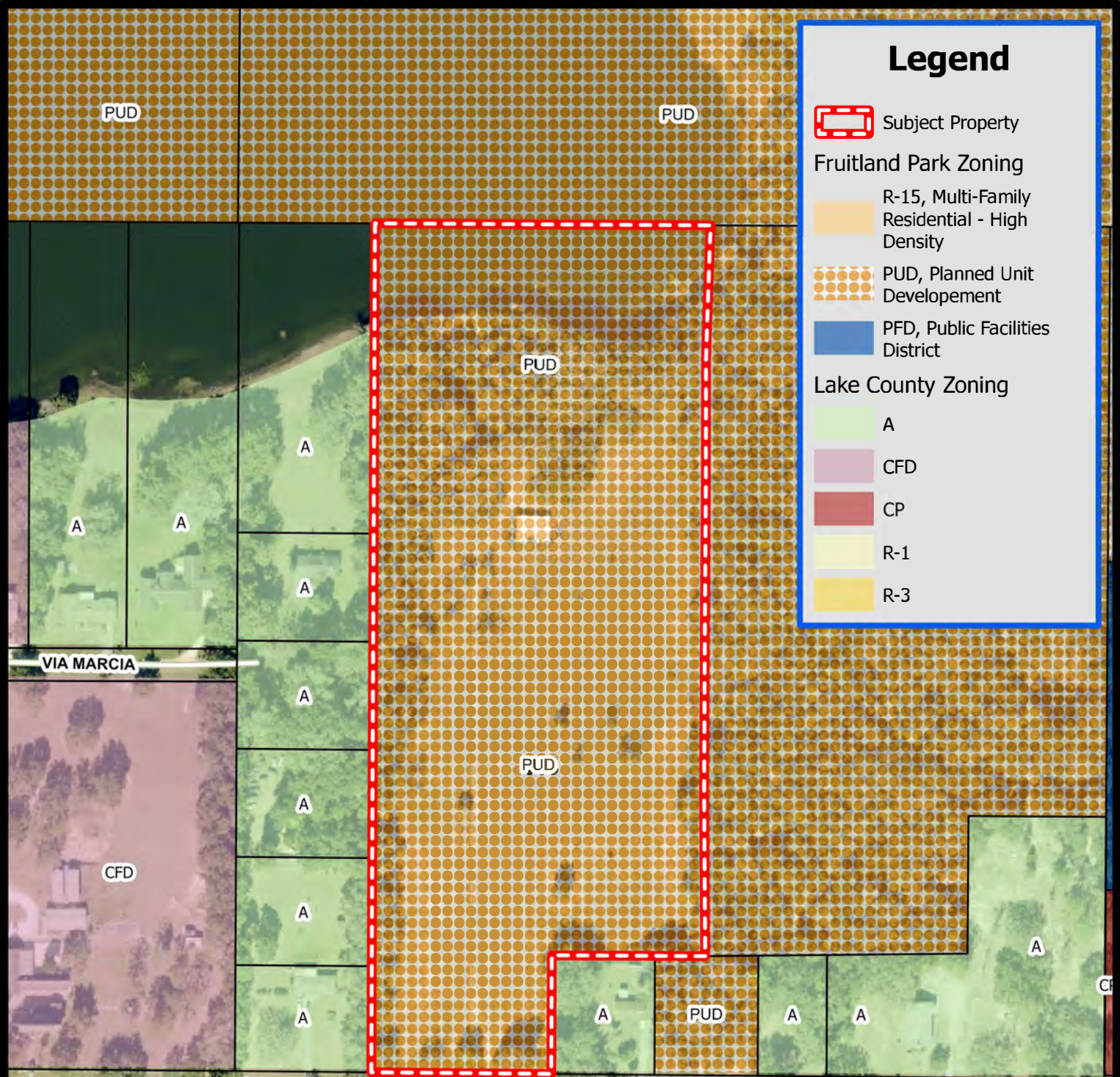
A

CFD

CP

R-1

R-3

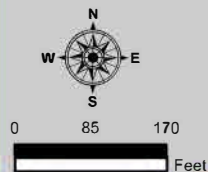


VIA MARCIA

CFD

SPRING LAKE RD

LAKE



Southwinds Commerical LTD  
Proposed Zoning

Fruitland Park, FL

Project: Watervue  
Project #: 398-22-09  
AltKey: 1284368  
File: Prop Zoning  
PM: Sherie Lindh  
Date: Sept. 1st, 2022  
Created By: C.Manno







Site Location





# SPRING LAKE ROAD PUD

**Project Name:** Spring Lake Road PUD

**Developer:**

Atlantic Housing Partners  
200 E. Canton Avenue, Suite 102, Winter Park, FL 32789

**Site Location:** 2307 Spring Lake Road, Fruitland Park, FL 34731. Located north of Spring Lake Road, and south of Lake Geneva.

**Alternate Key:** 1284368

**Adjacent Zoning:** PUD to the North and East, A (Lake County) to the Southeast, R-1 and R-3 (Lake County) to the South and A (Lake County) to the West.

**Adjacent Land Uses:** MFHD to the North and East, Urban Medium Density (Lake County) to the South and West.

**Proposed Uses:** Residential and amenity buildings including, but not limited to, clubhouse, leasing office, amenities, mail kiosks, and other ancillary uses, and required parking.

**Proposed Phasing:** One phase, not applicable.

**Acreage & Density:**

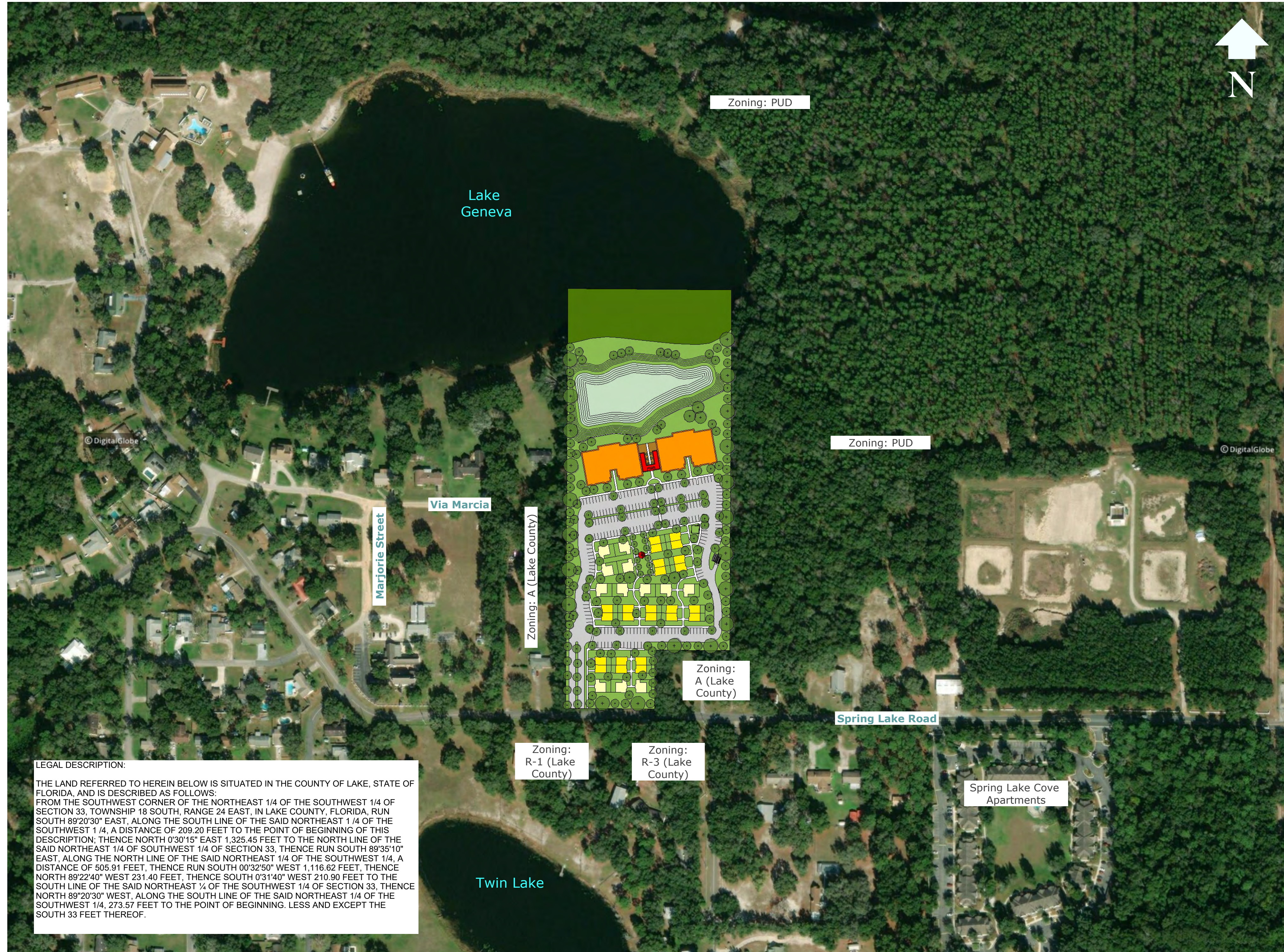
Total Acreage of Parcel: +/- 14.10 Acres  
Developable AC (less waterbodies/wetlands): +/- 12 Acres

**Max Density :**

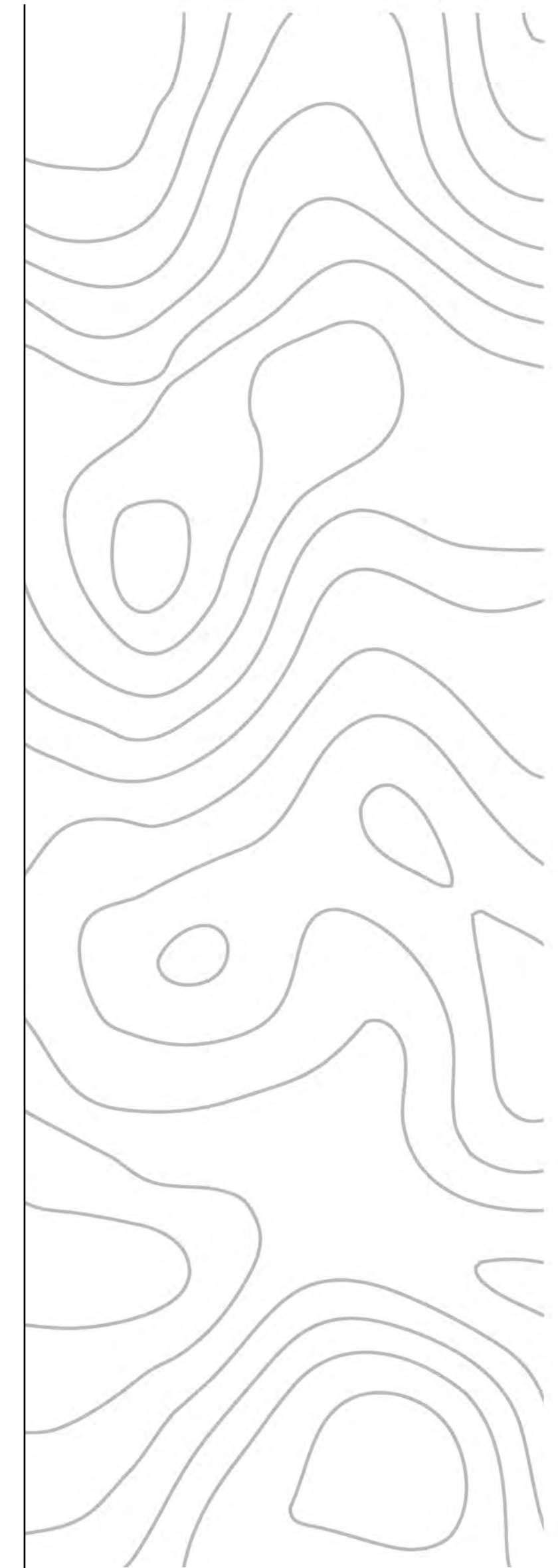
3.18 AC of SFMD \* 4 DU/AC = 12 Units  
9.12 AC of MFHD \* 15 DU/AC = 136 Units  
Max Allowable: 148 Units  
Proposed Units: 92 Units  
Proposed Density: 92 Units / 12 AC = 7.67 DU/AC

**WMD:** St. Johns River Water Management District

**Utilities:** City Water, City Sewer, Privately Maintained Stormwater Pond. Fire protection per Code.



Situated north of Spring Lake Road and south of Lake Geneva in the City of Fruitland Park, Florida, the Spring Lake Road PUD is a proposed development of 92 multifamily dwellings divided between 56 dwellings in two-story apartments and 36 dwellings in one-story villas. The total parcel size is +/- 14.10 acres, with +/- 2.10 acres being undevelopable wetlands. The remaining +/- 12 Acres to the south of the wetlands will be developed for multifamily residential uses. Current future land use allows up to 4 Du/Ac or 12 units in the northern 1/3 of the property, and 15 Du/Ac or 136 units in the southern 2/3 of the property. The development will maintain community amenities and associated private improvements. Access for the development will occur from Spring Lake Road.



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alex@stringfellowplanning.com

Additional Supporting Graphics Prepared by:  
SIMON HARDT  
207.607.9366  
simon@stringfellowplanning.com

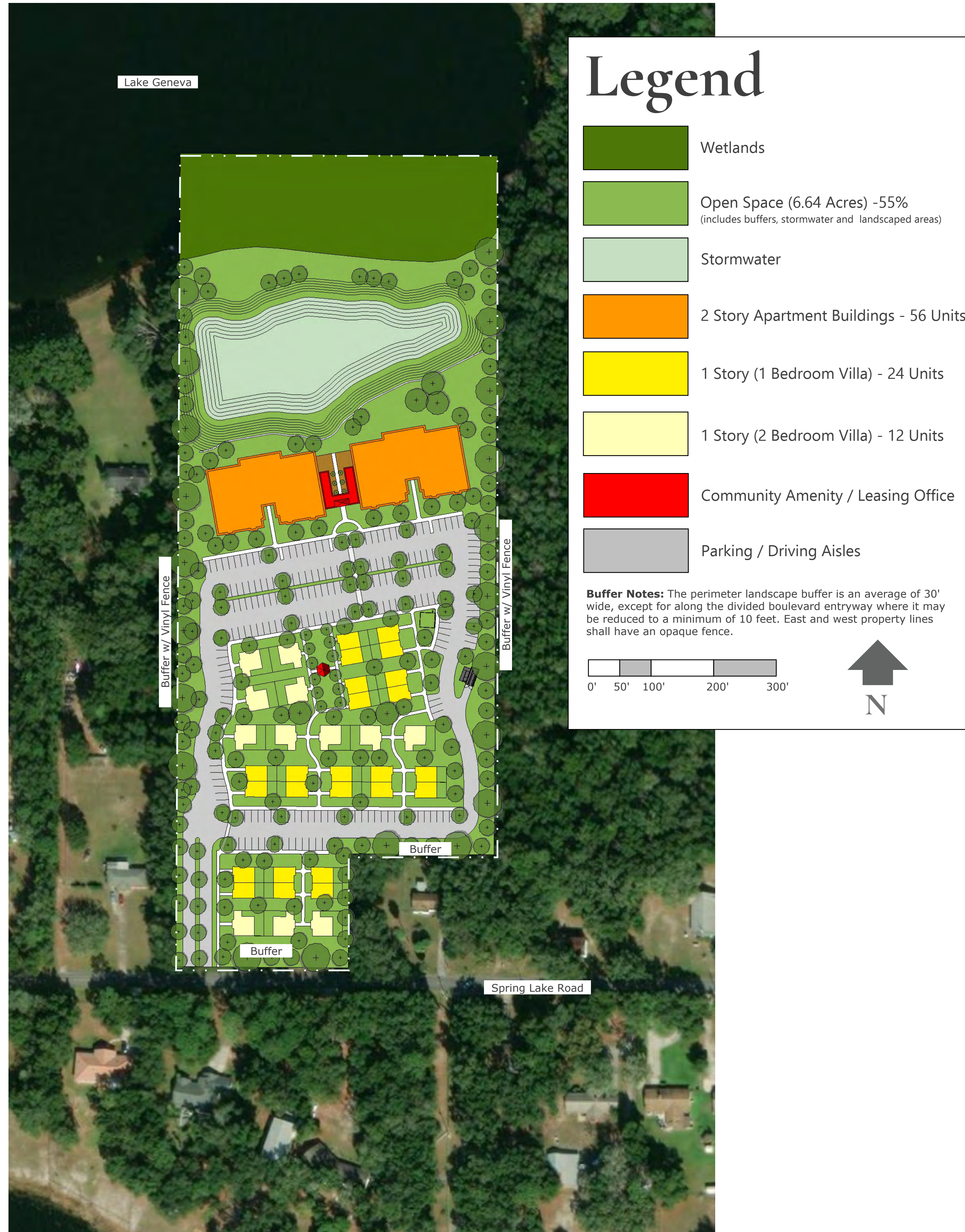


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# SPRING LAKE ROAD PUD

## Concept Plan



## Proposed Setbacks



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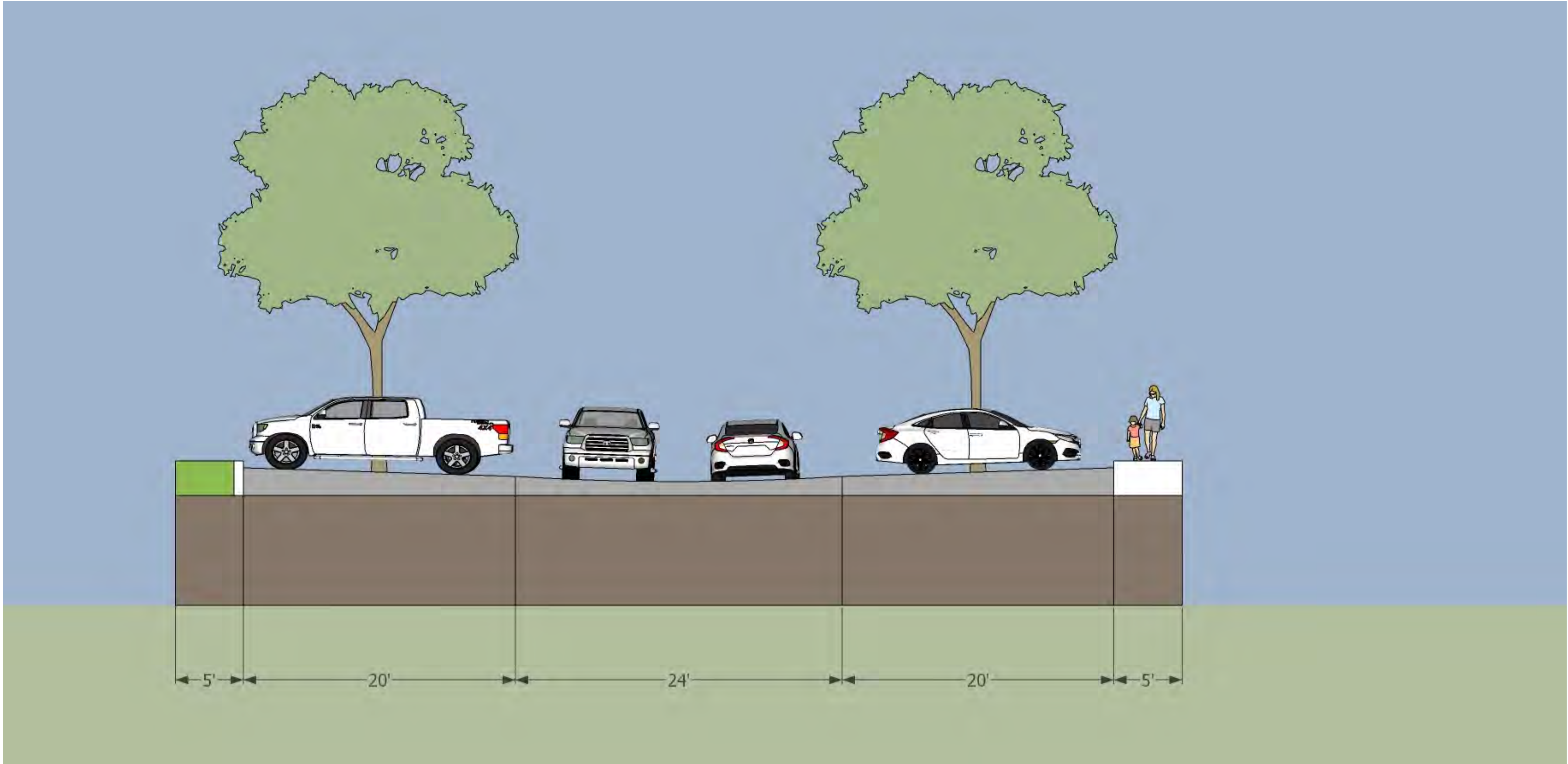


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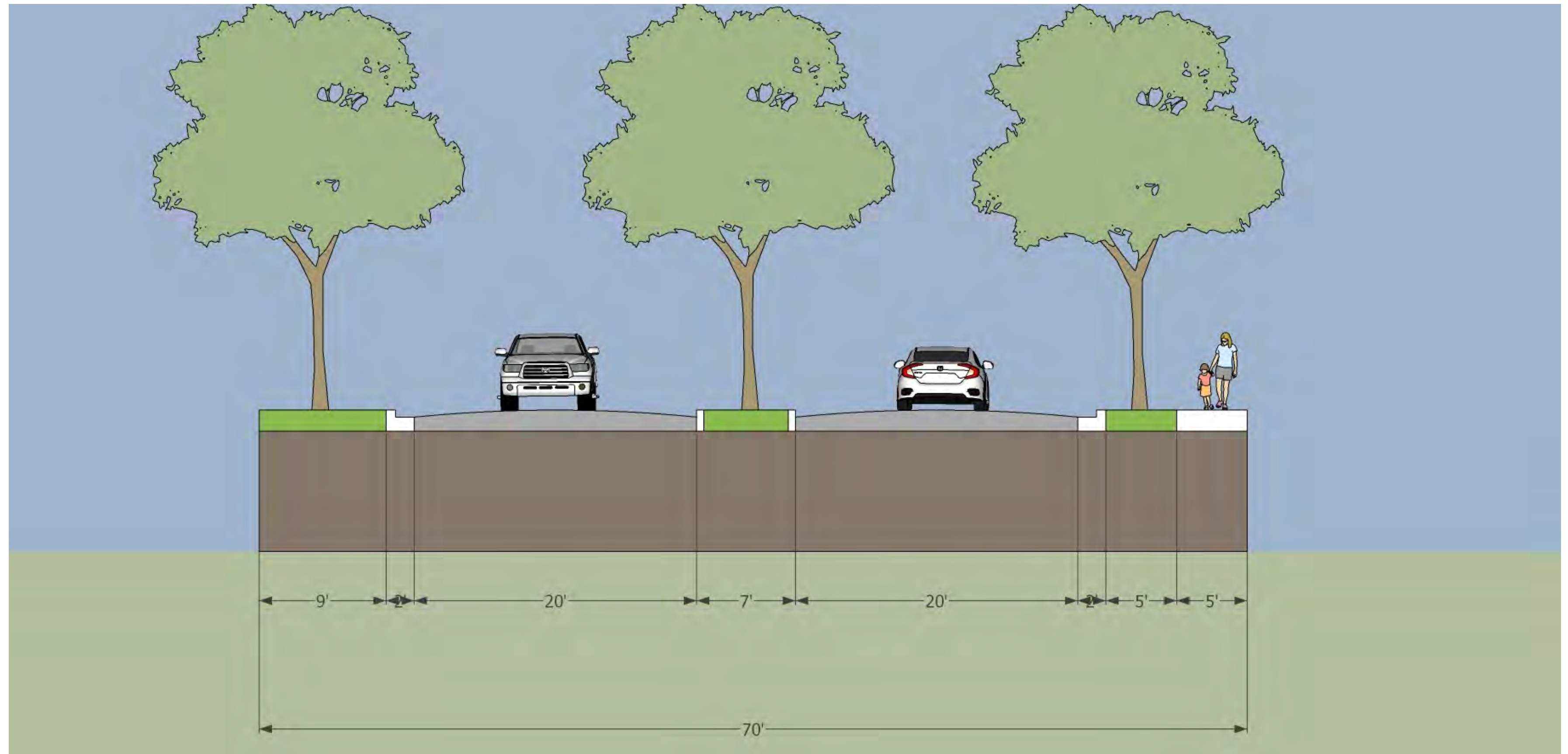


# SPRING LAKE ROAD PUD

## Typical Parking Aisle Section



## Entry Road Section



## Buildings, Unit Types and Square Footage

### Unit Type 1: 2 Bedroom Lakeview Apartment (40 units)

1,031 SF - AC Area (Net Area)  
159 SF - Outdoor Area

### Unit Type 2: 2-Bedroom Apartment (8 units)

1,117 SF - AC Area (Net Area)  
85 SF - Outdoor Area

### Unit Type 3: 3 Bedroom Apartment (8 units)

1,209 SF - AC Area (Net Area)  
85 SF - Outdoor Area

### Unit Type 4: 1 Bedroom Villa (24 units)

777 SF - AC Area (Net Area)  
80 SF - Outdoor Area

### Unit Type 5: 2 Bedroom Villa (12 units)

1,117 SF - AC Area (Net Area)  
85 SF - Outdoor Area

**Maximum Building Height: 35 feet**

## Parking Calculation:

1 Bedroom Units: 24 x 1.5 spaces = 36 spaces

2 & 3 Bedroom Units: 68 x 2 spaces = 136 spaces

Guest Parking: 92 x 0.25 spaces = 23

**Total Required Parking = 195 spaces**

**Total Provided Parking = 202 spaces**

**Total Required Bike Parking = 10 spaces**

**Total Provided Bike Parking = 10 spaces**



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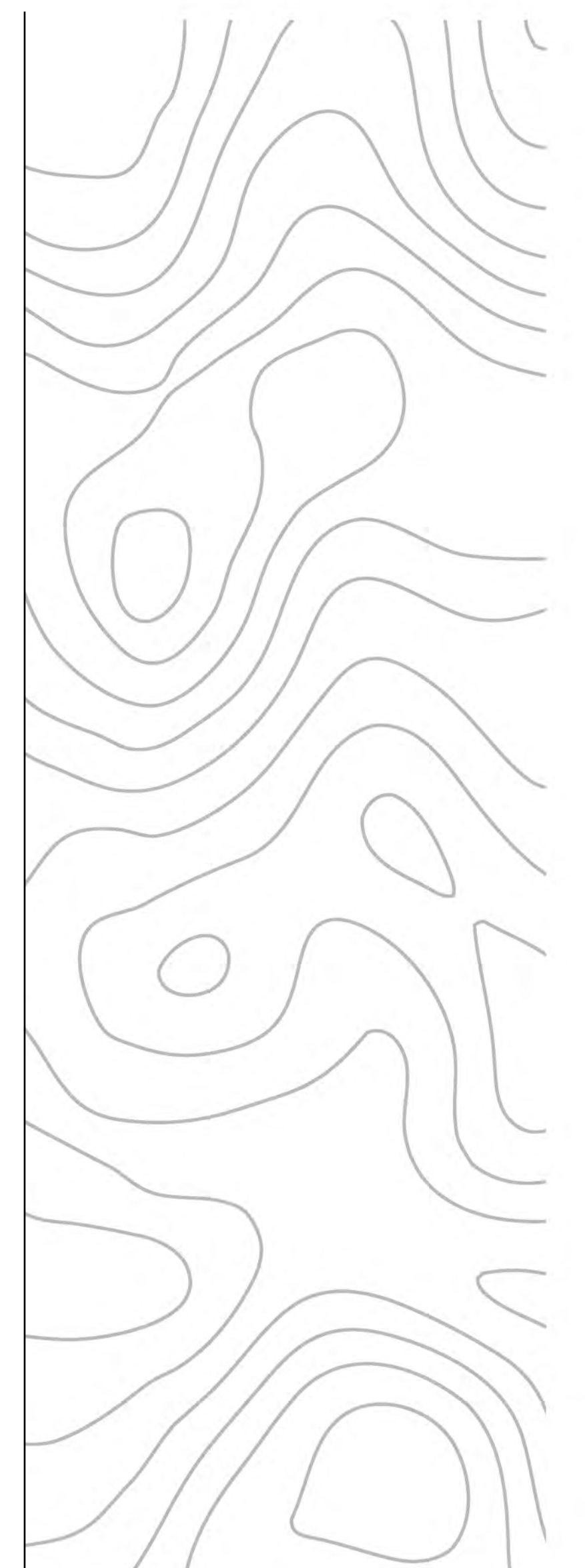
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# SPRING LAKE ROAD PUD

1 ft. Contours (Source: Lake County )

Waterbodies, Wetlands, Floodplain (Source: Lake County )



August 2, 2022

Street Names  
Local Streets  
Address Locations  
Property Name  
Tax Parcels Alternate Key  
Tax Parcels  
County Boundary  
Surrounding Counties

1:2,500  
0 0.0275 0.055 0.11 mi  
0 0.045 0.09 0.18 km

Lake County Property Appraiser  
Lake BCC

Lake County Board of County Commissioners

August 2, 2022

Street Names  
Local Streets  
Address Locations  
Property Name  
Tax Parcels Alternate Key  
Tax Parcels  
County Boundary  
Surrounding Counties

Wetlands  
<all other values>  
Freshwater Emergent Wetland  
Freshwater Forested/Shrub Wetland  
Freshwater Pond  
Lake  
Other  
Riverine

Flood Zones 2012  
0.2 PCT ANNUAL CHANCE FLOOD HAZARD  
A  
AE  
Water Bodies

1:2,500  
0 0.0275 0.055 0.11 mi  
0 0.045 0.09 0.18 km

Lake County Property Appraiser  
Lake BCC

Lake County Board of County Commissioners

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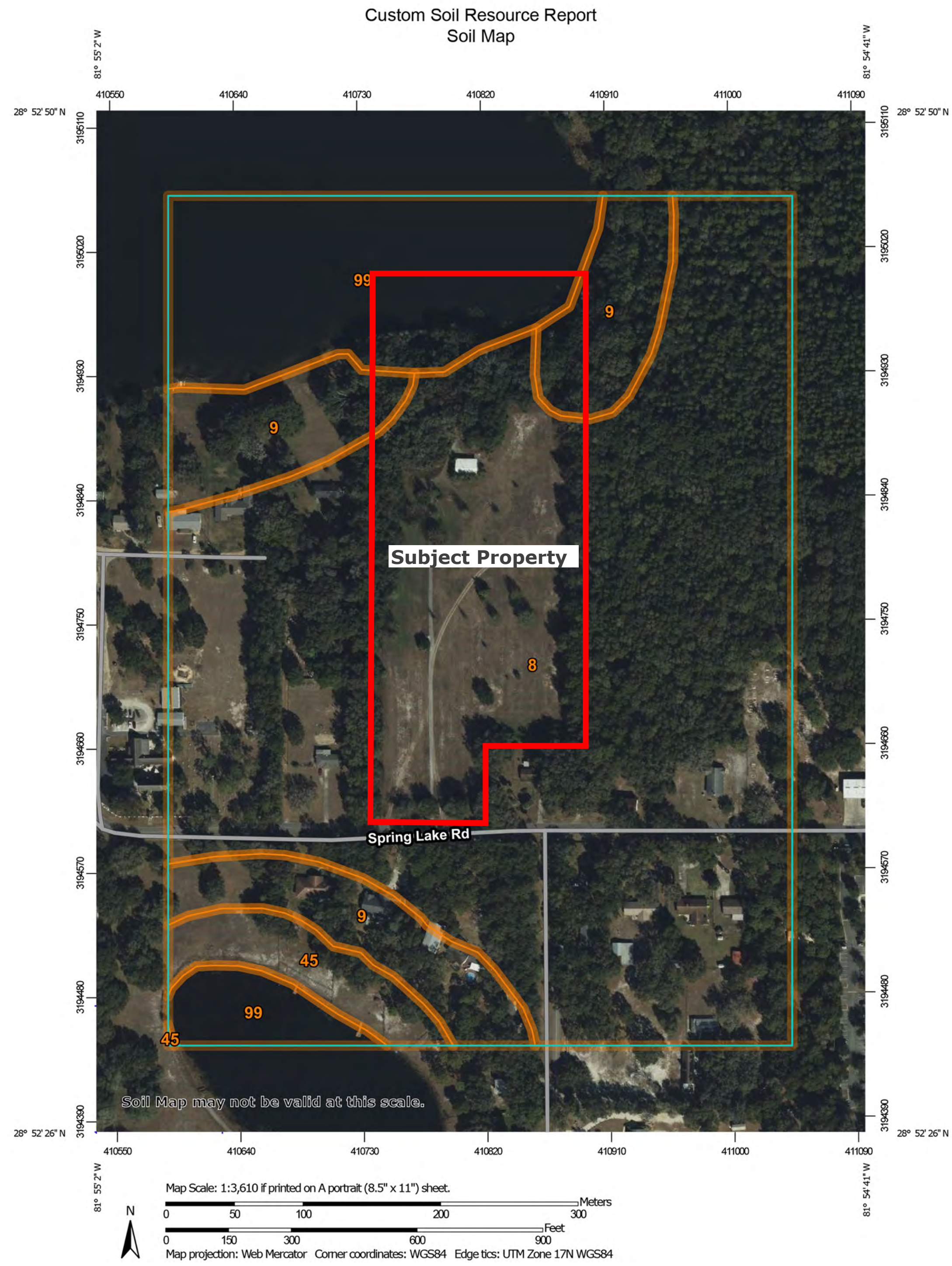


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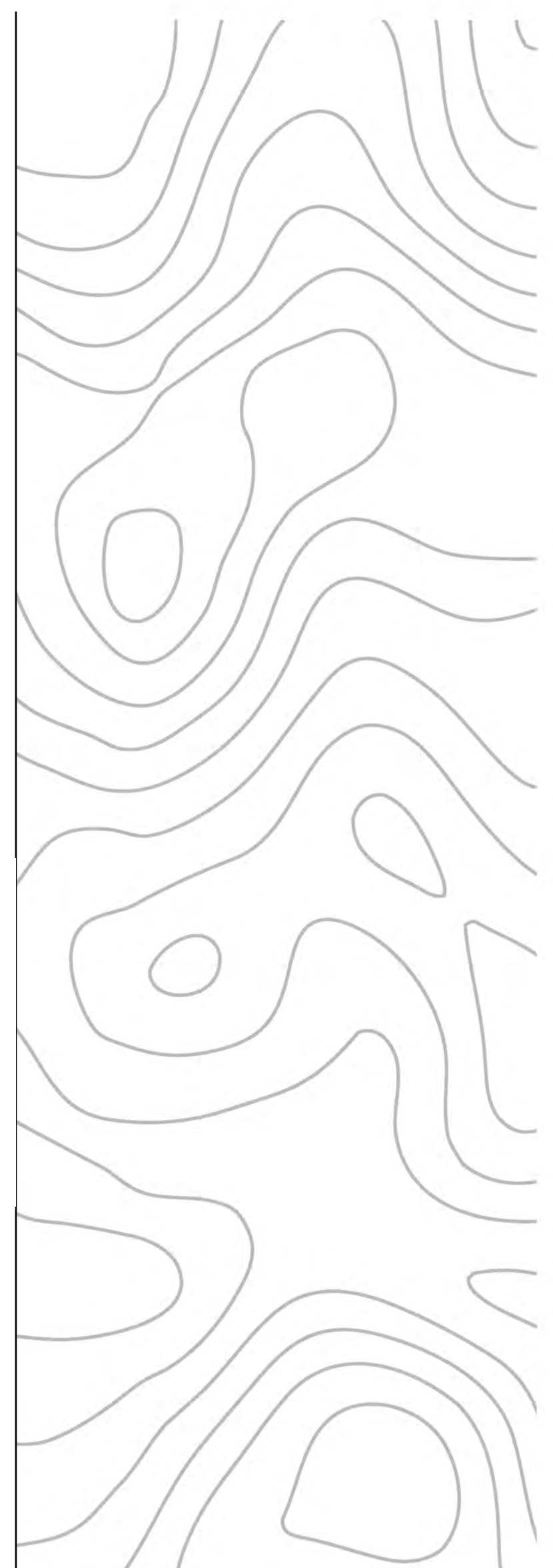


# SPRING LAKE ROAD PUD

## Soils (Source USDA)



Intentionally Blank



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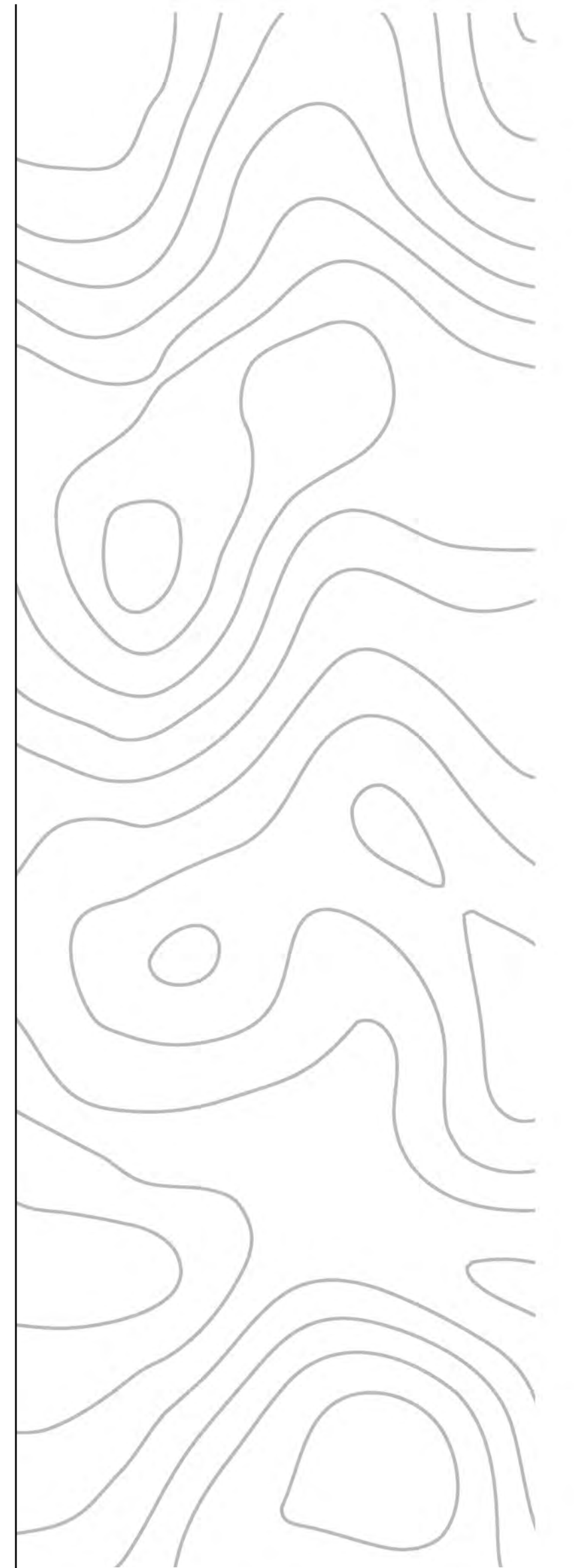
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| Map Unit Symbol                    | Map Unit Name                        | Acres in AOI | Percent of AOI |
|------------------------------------|--------------------------------------|--------------|----------------|
| 8                                  | Candler sand, 0 to 5 percent slopes  | 47.5         | 68.4%          |
| 9                                  | Candler sand, 5 to 12 percent slopes | 9.0          | 13.0%          |
| 45                                 | Tavares sand, 0 to 5 percent slopes  | 2.2          | 3.2%           |
| 99                                 | Water                                | 10.7         | 15.4%          |
| <b>Totals for Area of Interest</b> |                                      | <b>69.5</b>  | <b>100.0%</b>  |



# SPRING LAKE ROAD PUD

## Amenities



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**Background and Justification Statement:**

Situated north of Spring Lake Road and south of Lake Geneva in the City of Fruitland Park, Florida, the Spring Lake Road PUD is a proposed development of 92 multifamily dwellings divided between 56 dwellings in two story apartments and 36 dwellings in one-story villas. The total parcel size is +/- 14.10 acres, with +/- 1.81 acres being undevelopable wetlands. The remaining +/- 12.29 Acres to the south of the wetlands will be developed for multifamily residential uses. Current future land use allows up to 4 Du/Ac or 13 units in the northern 1/3 of the property, and 15 Du/Ac or 133 units in the southern 2/3 of the property. The development will maintain community amenities and associated private improvements. Access for the development will occur from Spring Lake Road.

The applicant is proposing a use of similar scale and intensity to the existing Spring Lake Cove apartments east of the subject property. In order to provide a transition in scale, the proposal includes one story villas and two story apartments with a maximum height of 35 feet, which is consistent with the maximum height of single family homes. Single family homes is the predominant use to the west of the subject property. The applicant asserts that the scale and use is consistent with the surrounding area.

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

**REZONING**

**Owner:** Jonathan Penner

**Applicant:** Alex Stringfellow

**General Location:** 2307 Spring Lake Road

**Number of Acres:** 14.10 ± acres

**Existing Zoning:** Planned Unit Development (PUD)

**Existing Land Use:** Multi-Family High Density (15 du/acre) & Single Family Medium Density (4 du/acre)

**Exiting Zoning:** Planned Unit Development (PUD)

**Proposed Zoning:** Planned Unit Development (PUD)

**Date:** December 13, 2022

**Description of Project**

The proposed development consists of 14.10 ± acres with 2.10 +/- acres of wetlands. The remaining 12 +/- acres to the south of the wetlands will be developed for multi-family residential uses. Current future land use allows up to 4 single family dwelling units per acre in the northern 1/3 of the property, and 15 dwelling units per acre in the southern 2/3 of the property. There are 36 one-story villas and 56 dwellings in two-story apartments for a total of 92 units and an overall gross density of 7.67 units/acre (The proposed density within the MFHD land use 10.08 units/acre). It should be noted that no structures are proposed within the SFMD land use as it will be utilized for stormwater and buffers. Access for the development would occur from Spring Lake Road via a proposed dual boulevard.

|              | <b>Surrounding Zoning</b>      | <b>Surrounding Land Use</b>                       |
|--------------|--------------------------------|---|
| <b>North</b> | PUD                            | Multi-Family High Density (15 units/acre)         |
| <b>South</b> | Ag, R-1, and R-3 (Lake County) | Urban Medium Density (Lake County) (7 units/acre) |
| <b>East</b>  | PUD                            | Multi-Family High Density (15 units/acre)         |
| <b>West</b>  | Ag (Lake County)               | Urban Medium Density (Lake County) (7 units/acre) |

## **Assessment**

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### **Conceptual Plan**

Based on the review of the plan and associated exhibit, no residential units will be constructed within the SFMD land use. It is proposed to construct 92 multi-family units within the area designated as MFHD at a gross density of 10.08 units/acre. The overall proposed density is 7.7 units/acre.

The proposed development consists of 14.10 +/- acres, of which 2.10 +/- acres consist of wetlands. It consists of 92 units; 56 dwellings in two-story apartments, and 36 dwellings in one-story villas. There are five (5) unit types being proposed. Unit type 1 consists of 2 bedroom apartments, with a net living area of 1,031 square feet. Forty (40) of these units are proposed. Unit type 2 consists of 2-bedroom apartments with a net living area of 1,117 square feet, and eight (8) units of this type are proposed. Unit type 3 consists of 3-bedroom apartments with a net living area of 1,209 square feet, and eight (8) units of this type are proposed. Unit type 4 consists of one-bedroom villas with a net living area of 777 square feet, of which twenty-four (24) units are proposed. Unit type 5 consists of two-bedroom villas with a net living area of 1,117 square feet, of which twelve (12) units are proposed. The maximum building height is 35'. No garages are proposed for the villa units. Parking is proposed in the adjacent parking lot or on street parking.

The applicant is proposing a 50' setback on the south portion of the property along Spring Lake Road with a proposed buffer width of 50'. It is proposed to have a 25' landscape buffer and 25' setbacks on both the eastern and western sides of the subject site. It is proposed to have a 6' vinyl fence on both the eastern and western sides of the subject site. It is being requested that a reduction in the buffer from 25' for the divided boulevard along the western property boundary to ten feet (10') in order to accommodate the divided boulevard.

It is proposed that 0.21 acres will be provided for recreational amenities. The project at build out is anticipated to have a population of 225 residents (2.45 pph x 92 units). Staff recommended at least two (2) amenities. The plan shows one (1) community amenity/leasing office with a fitness center, and one (1) landscaped park, with mews and a gazebo and other recreational amenities. 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. Total open space proposed is 6.64 acres (55%) consisting of buffers, stormwater and landscaped areas.

The concept plan shows access to the proposed development from Spring Lake Road. The entry road section is 70' in width and provides for a 9' buffer, two (2) – 2' curbs, two (2) - 20' travel lanes, 7' medium, 5' buffer, and a 5' sidewalk on one side of the roadway.

A traffic memorandum by VHB concluded that a southbound right turn lane may be required on US 27/441 at Spring Lake Road due to the project. An exclusive right turn lane to an unsignalized driveway should be recommended on roadways with a posted speed limit of over 45 mph, if the number of right turns per hour fall between 35 and 55 vehicles. US 27/441 has a posted speed of 50mph and during the PM peak hour the number of southbound right turns at Spring Lake Road was 88 vehicles. Additionally, the existing northbound left-turn lane may need to be extended to accommodate extended queues due to project trips; however, it is important to note that because of the southbound left-turn lane immediately to the south, the ability to extend the northbound left-turn may be limited.

The traffic memorandum may not meet the minimum requirements for a Tier I Traffic Impact Analysis; therefore, planning staff defers to Lake County Public Works, Lake Sumter MPO and the City's engineer.

### **Schools**

A school concurrency application has been submitted and reviewed. The proposed development is estimated to generate approximately twenty-six (26) students. The analysis performed indicates the level of service standards for each school level will not be exceeded by the students generated from this residential development. A school capacity reservation has been issued by Lake County Schools.

### **Environmental Assessment**

An Ecological Assessment was performed by res + ESciences. The assessment indicates the presence of wetlands (approximately 2.1 acres including the open water area of Lake Geneva) with a forested wetland along the shore. Wetland alterations would be regulated through the SJRWMD and FDEP through FDEP assumption of the Section 404 permitting program. The site contains suitable habitat for the presence of gopher tortoises, so while they were not observed on the site, a follow up survey is recommended prior to development.

### **Concurrency**

A concurrency application has been submitted.

### **Recommendation**

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The Concept Plan meets the minimum requirements per Chapter 154. The proposed development is consistent with the comprehensive plan.

The traffic memorandum may not meet the minimum requirements for a Tier I Traffic Impact Analysis; therefore, planning staff defers to Lake County Public Works, Lake Sumter MPO and the City's engineer.

# The Villages<sup>®</sup> DAILY SUN

Published Daily  
Lady Lake, Florida  
State of Florida  
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01142435** in the matter of

## NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

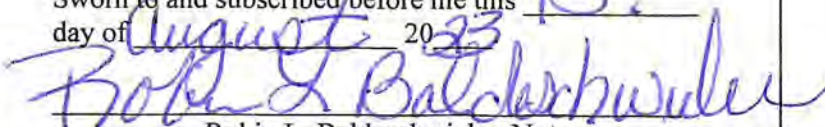
**AUGUST 10, 2023**  
**AUGUST 14, 2023**

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.



(Signature Of Affiant)

Sworn to and subscribed before me this 15  
day of August 2023

  
Robin L. Baldeschwieler, Notary

Personally Known X or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

