



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

Board Members: Connie Bame, Chairwoman Colin Crews Daniel Dicus Philip Purlee Tom Bradley	Others: Greg Beliveau, LPG Tracy Kelley, CDD Kelly Turner, Administrative Assistant
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**REVISED AGENDA
PLANNING & ZONING BOARD
JUNE 21, 2018
6:00PM**

- I. INVOCATION:**
- II. ROLL CALL:**
- III. MINUTES FROM PREVIOUS MEETING: Approve meeting minutes from May 17, 2018.**
- IV. OLD BUSINESS: None**
- V. NEW BUSINESS:**
- A. 2018-006 An Ordinance Correcting A Scrivener's Error** (James Phillips ALT Key #2515490)
 - a. Correcting the legal description of Ordinance 2016-023
 - B. 2018-007 An Ordinance Correcting A Scrivener's Error**
 - a. Correcting the legal description of Ordinance 2016-025
 - C. Resolution 2018-026 Granting a Variance to the LDR's Rule of Rear Setback**
 - a. Applicant Karen Crispin seeking rear setback variance for accessory storage building from 10' to 5'
 - D. Village Park Campus of First Baptist Church of Leesburg Major Site Plan**
 - a. Application for Phases 1 & 2 with associated parking and storm management system to include a variance from Section 162.060 – a.3.C.ii – the 2 foot grass overhang requirement for the 163 vehicle parking spaces that adjoin the sidewalk
 - E. The Glen – Modification of Developer's Agreement for The Glen with PH 10 Final Plat**
 - a. Applicant Michel Moukhtara – A.A. Moukhtara Company is requesting approval of Modification of Developer's Agreement for The Glen with final plat approval for Phase 10 of The Glen Subdivision currently under construction

BOARD MEMBERS' COMMENTS:

ADJOURNMENT:

MODIFICATION OF DEVELOPER'S AGREEMENT FOR THE GLEN



THIS MODIFICATION of the Developer's Agreement ("modification Agreement") is made this 2 th day of OCTOBER, 2017, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), whose address is 506 W Berckman Street, Fruitland Park, FL 34731 and A.A. Moukhtara Company, a Florida Corporation, and/or its successors and assigns, whose address is 7717 NW 20th Lane, Gainesville, FL 32605 (hereinafter referred to as the "Developer").

This Modification Agreement will attach to the original Developer's Agreement dated November 13, 2003. Filed in Lake County, FL, BK 02460 PGS 1195-1202.

This Modification Agreement will also reference attached construction plans by H. Bennett Walling, P.E., dated May 2002 and REVISED November 19, 2003.

The Master Development Agreement, O.B. 1763, PGS 1174-1179 of Public Records of Lake County, Florida will be attached.

Any plans or correspondence from Springstead Engineering will also be included in final agreement.

WHEREAS, the Developer intends on completing the original development as was approved by the City Commission and called "The Glen". The Glen will contain approximately 238 single family residences at full completion.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and benefits herein contained, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference. This Agreement shall be supplemental to the Master Development Agreement and Ordinance 99-005 previously approved by the City for the Property.
2. **Development Conditions and Improvements.** Developer agrees to abide by and comply in all respects to the requirements of the City's land development rules, codes and ordinances, including, without limitation, those pertaining to the subdivision and development of real property.
3. **Developer's Assumptions of Risk and Indemnification of City.** At its own request, Developer assumes all risks of proceeding with improvements prior to final plat of subdivision. Developer agrees to indemnify, defend, save and hold harmless City for any and all claims and demands, including, but not limited to, attorney's fees and costs, arising from, out of, or occurring because of Developer's so proceeding.

4. **Homeowner Association Responsibility.** The homeowner association for the Subdivision shall be responsible for the maintenance and operation of all stormwater retention areas, common area landscaping, and recreational areas. The City will accept the recreation area next to the Wingspread/Glen gate as meeting all requirements provided the park area is completed with playground equipment.

The playground equipment will be commercial/recreational park grade consisting of a swing sets, slides, jungle gym climbs, benches, wood mulch, and surrounded by a 48" black vinyl coated chain-link fence with gate. The playground equipment will be commercial/recreational park grade and is required to be a minimum of \$30,000.00 hard investment cost, not including fence, gate, mulch and install cost which will be paid by HOA or Developer. The plans and equipment must be approved and verified by CDD before install.

Developer shall delineate this responsibility in the Subdivision's covenants and restrictions satisfactory to City. Such covenants and restrictions shall be recorded at the time of the final plat and prior to the sale of any lots within the Subdivision. The final plat shall contain language satisfactory to City that dedicates park and recreation area to public use.

5. **Phasing.** Final Phases of construction of the roads, stormwater and final utilities must begin within twelve (12) months of City approval of this modification agreement:

All Phases and all construction must be completed within five (5) years of date of this agreement unless an extension is granted by the City Manager for good cause shown.

6. **Sidewalks.** All sidewalks shall be installed per City code and the approved construction plans for the Subdivision. No home within the Subdivision shall be granted a certificate of occupancy until any sidewalk located on the home's lot, adjacent to, or in front of the home has been constructed. Additionally, all sidewalks for each phase of the Subdivision shall be constructed when building permits for eighty percent (80%) or more of the homes in that phase of the Subdivision have been issued, within two (2) years of the date of the final plat for that phase of Subdivision, whichever first occurs. The City may postpone issuance of building permits until such sidewalks are constructed.

7. **Maintenance.** As required by Section 157.060 of the City's Land Development Regulations, Developer shall maintain all improvements, including, but not limited to, roads, sidewalks, and street lights, for a period of two (2) years from the date of final plat approval or one (1) year from the date that a certificate of completion is issued by the City Manager, whichever is later. Additionally, because the Subdivision is being developed in phases, Developer recognizes the possibility that development and construction activities of subsequent phases could damage improvements in preceding phases. Therefore, in addition to the above reference maintenance responsibilities, Developer shall be responsible for any damage to any phase of the Subdivision caused by Developer or related to any construction or development activity within the Subdivision whether or not such damage occurs within such time period as set forth above. Developer shall

pay for any damages, including the costs of repair, to City upon demand by City. Additionally, City may pursue any maintenance bond or security given by Developer to City.

8. **Access to Wingspread.** Road access between the Subdivision and Wingspread Subdivision located immediately south of the Subdivision shall be for emergency access, postal, and public works and maintenance purposes only. Developer shall construct a gate across such access to City’s requirements and specifications. Developer shall coordinate the logistics of the gate with City’s Public Safety Director and the Post Office.

9. **Inspection by City.** Any and all inspections and plan review of the improvements contemplated by this Agreement or related to the Subdivision shall be performed at the cost and expense of Developer. Developer agrees to reimburse City for the cost and expense of Developer. Developer agrees to reimburse City for the cost of such inspections and plan reviews, including engineer’s time, within thirty (30) days from receipt of an invoice from the City for such cost. Notwithstanding the foregoing, Developer shall submit to City from Developer’s project engineer copies of all contractors affidavits, certificates from the project engineer and a set of “as-built” drawings upon completion of the improvements contemplated hereby.

10. **Notices.** Any notices or payment required under this Agreement shall be made at the following addresses:

To the City: City Manager
506 W Berckman Street
Fruitland Park, FL 34731

To Developer: A.A. Moukhtara Company
7717 NW 20th Lane
Gainesville, FL 32605

11. **Successors and Assigns.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. **Waiver, Modification.** The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party’s right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or conditions for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties any modification must be in writing and signed.

13. **Governing Law.** This Agreement shall be governed by and constructed under the laws of the State of Florida. Venue of any proceedings shall be in the appropriate court in Lake County, Florida.

14. **Application; Affect.** If any provision of this Agreement or the application thereof to any party, person or circumstance shall be held or deemed to be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to other parties, person or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Attorney's Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provisions hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

16. **Recording.** This Agreement shall be recorded by City in the Public Records of Lake County, Florida and shall constitute a covenant running with the land.

IN WITNESS WHEREOF, the parties have set their hands and seals this 2 th day of OCTOBER, 2017.

WITNESS:

Dana M Coleman

Printed Name: DANA M COLEMAN

Marie A. Azzolino

Printed Name: MARIE A. AZZOLINO

ATTEST:

[Signature]

Esther Coulson
City Clerk

Printed Name: Jeanine Racine

Jeanine Racine

Printed Name: Kelly Turner

Kelly Turner

CITY OF FRUITLAND PARK, FLORIDA

By: [Signature]
Gary La Venja, City Manager



A.A. Moukhtara Company, a Florida Corporation

By: [Signature]
President Michel Moukhtara (Developer)

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 2nd day of October 2017 by Michael P. Moulton and n/a who are personally known to me or who have produced FL Driver License as identification and who did (did not) take an oath.



[Signature]
Notary Public
Notary Public - State of Florida
Commission No GG 069771
My Commission Expires 2/5/2021

ACCEPTED BY THE CITY OF FRUITLAND PARK

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

By: [Signature]
Gary La Veria, City Manager

Date: October 2, 2017

ATTEST: [Signature]
Esther P. Coulson
City Clerk

[Signature]
Notary Public
Notary Public - State of Florida
Commission No 292429
My Commission Expires June 21, 2019



I certify that the foregoing is an accurate copy of the document
as reflected in the Official Records. Portions may be redacted.
NEIL KELLY, CLERK OF CIRCUIT COURT LAKE COUNTY

By Beverly Thomas, Deputy Clerk 10/6/2017 3:53:19 PM