



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

TRC COFP Members:
City Manager, Chairman
Police Chief, Vice Chair
Attorney
Building Official
CDD
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
August 3, 2021
10:00AM

- I. MEETING START TIME:**
- II. MEMBERS PRESENT:**
- III. MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from June 1, 2021 and July 6, 2021 included for review/comment.
- IV. OLD BUSINESS: NONE**

NEW BUSINESS:

A. Fluent – Minor Site Plan Preliminary Subdivision Plan (Alternate Key: 1740657)

Application submitted by Mark Batievsky on behalf of Fruitland Outparcel LLC. The subject property consists of 1.01 acres, located on US Hwy 27/441 north of the intersection of S. Dixie Avenue and US Hwy 27/441 (Alt Key 1740657). The request is for minor site plan approval to allow a change of use of the existing 4,026 SF building from retail sales to medical office/clinic. The previous use was a Mattress Firm store. The proposed is a Fluent Cannabis Care facility (medical office/clinic).

The proposed improvements include internal renovation to the building, installation of grass parking spaces, installation of additional landscaping, a new wall mounted sign and refacing of existing free-standing signs. The project site takes access from both US 27/441 and S. Dixie Avenue, both access points have free standing signs approved for the previous mattress store.

MEMBERS' COMMENTS:

ADJOURNMENT:



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Lake County School Board
Lake County Public Works Department
Lake County Economic Development

MEETING NOTES

TECHNICAL REVIEW COMMITTEE

JUNE 1, 2021

10:00AM

- I. MEETING START TIME: 10:00AM**
- II. MEMBERS PRESENT:** All members present except Building Official, Code Enforcement, Fire Chief, Fire Inspector, City of Leesburg Utilities, Lake County School Board, Lake County Public Works and Lake County Economic Development. Also present Mr. Jim Richardson, ERA Grizzard Real Estate, on behalf of Countryside Baptist Church; Mr. Angel Rivera P.E., A&B Engineering Consultants, on behalf of Crystal Lake Vista.
- III. MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from April 6, 2021 included for review/comment.
- IV. OLD BUSINESS: NONE**

NEW BUSINESS:

A. Countryside Baptist Church – Annexation (Alternate Key: 1287499)

Application applied on behalf of Countryside Baptist Church Ministries, Inc., by Mr. Jim Richardson “Agent”, ERA Grizzard Real Estate. Owners are seeking to annex approximately 0.973 ± acres currently being utilized by the church for grass overflow parking; site also has an existing single-family residence. The subject site is generally located north of Register Road and east of US Hwy 27/441.

B. Countryside Baptist Church – Minor Lot Split (Alternate Key: 1287499)

Application applied on behalf of Countryside Baptist Church Ministries, Inc., by Mr. Jim Richardson “Agent”, ERA Grizzard Real Estate. Applicant is requesting a lot split to create two (2) parcels; Parcel 1 to be identified as vacant land for church grass overflow parking; Parcel 2 to be identified as location of single-family residence.

Applicant should file a Unity of Title to adjoin Parcel 1 to the parent church property.

C. Countryside Baptist Church – Small Scale Comprehensive Plan Amendment (Alternate Key: 1287499)

Application applied on behalf of Countryside Baptist Church Ministries, Inc., by Mr. Jim Richardson “Agent”, ERA Grizzard Real Estate. Application for the proposed SSCPA is to amend the property generally located at 2811 Register Road, north of Register Road and east of US Hwy 27/441 from the future land use designation of Lake County Urban Medium Density to Single Family Medium Density on the City of Fruitland Park’s Comprehensive Plan.

D. Countryside Baptist Church – Rezoning (Alternate Key: 1287499)

Application applied on behalf of Countryside Baptist Church Ministries, Inc., by Mr. Jim Richardson “Agent”, ERA Grizzard Real Estate. Application to rezone 0.973 ± acres of property generally located at 2811 Register Road from Lake County R-1 zoning to the City of Fruitland Park designation of R-2. A portion of the site is proposed for the purpose of grassed overflow parking associated with the church; the remainder R-2 for the existing single-family residence.

LDR Chapter 154, Section 154.030(d)(11)(A)(vi) allows for houses of worship; Section 154.030(d)(11)(B) states that the approved use shall front on an arterial or collector roadway. Both parcels have frontage on Register Road which is a local roadway and serves as a local collector.

The proposed rezoning for the single-family residence is consistent with density; however, the lot size of 10,028 sf would be consistent with provision of central water and sewer. The existing residence utilizes well and septic and per State Health regulations the required minimum lot size is 21,780 sf or 1/2 acre. Should the site connect to central water, the City’s LDRs require a lot size of 12,500 sf; State Health regulations require a minimum lot size of 10,890 sf. The proposed lot size will need to be revised. Staff will support a variance to the lot size of a minimum lot size of 10,890 sf with connection to central water. Central sewer is not available unless applicant desires to extend a force main from the intersection of US Hwy 27/441 to the property. The lot does meet frontage requirements of the City’s LDRs.

E. Countryside Baptist Church – Variance (Alternate Key: 1287499)

Application applied on behalf of Countryside Baptist Church Ministries, Inc., by Mr. Jim Richardson “Agent”, ERA Grizzard Real Estate. The existing sf residence built in 1962 maintains a front setback of 13.8’ from the property line; the City’s LDRs require a front setback of 30’. The applicant is requesting a variance to 13.8’. The existing front setback within Lake County is considered a grandfathered non-conforming structure. A variance would be necessary in order to make the existing home conforming and allow for financing.

Conditions of the variance may require if the existing structure is demolished, any new structure would need to comply with the front setback of 30'. Staff also recommends an additional variance to lot size is also required from 12,500 sf to 10,890 sf.

Countryside Baptist Church - TRC Comments

CDD Kelley presented overview of applications. The church is currently using a grass overflow parking area, whereas a single-family residence is also located. The aforementioned parcel is requested to be annexed within the city limits of Fruitland Park. The proposed minor lot split would subdivide the property to allow potential future sale of the home.

Per City Attorney, more than one variance may be necessary as the front setback may not meet the 30-foot requirement and the minimum lot size requirement may also not be met for the proposed zoning. CDD Kelley stated per LPG Staff Report, a variance would be required to meet the front setback from 30 feet to 13.8 feet.

Per Jim Richardson (applicant), it appears that the boundary line was pulled from the wrong line (119 ft). Consequently, the lot size is not as represented on the drawing per Halff's markup on the survey. The original lot size boundary calculation (based upon 92 x 119 lot size) was 10,890 sf which is incorrect. Applicant will ascertain new survey providing the correct property dimensions.

After further discussion, City Attorney stated the applicant would not qualify for 'lot size' variance due to availability of surrounding land on property that could be added to achieve minimum lot size requirement of 12,500 sf. It was recommended that applicant amend minor lot split and variance development applications to reflect 12,500 sf lot size (noting the overflow grassed parking area would be decreased to meet aforementioned).

City Attorney mentioned for proposed annexation, a development agreement drafted by the city may want to include - condition 'if' the grass overflow parking area were developed and the boundary line of the property changes then utility line would need to be extended up to the new boundary line, referencing the eastern edge of the property. Aforementioned potential to be contingent upon either future development of the property or failure of the current septic system.

TRC discussed that property may also need fire hydrant (as part of the annexation agreement) to ensure fire protection within the city of Fruitland Park. City will need to locate closest fire hydrant and evaluate. Public Works Dicus stated that well on the property is located directly behind the house however, if fences are some other encumbrances are put in place, fire service would/could be impacted.

TRC summarized the following regarding the applicant's development applications: only 1 variance for front setback required; lot split application to be amended to reflect 12,500 sf property size; fire review comments required for feedback regarding fire protection services; new survey required for correct dimensions for lot split.

F. Crystal Lake Vista - Annexation (Alternate Key: 1288606)

Application applied on behalf of Crystal Lake Land Holdings, LLC, by Mr. Angel Rivera, P.E. “Applicant”, A&B Engineering Consultants. Applicant is requesting annexation of approximately 24.83 ± acres of land generally located north of Myrtle Lake Avenue and west of CR 468. The subject property is currently zoned Lake County R3 and is proposing City of Fruitland Park R2 zoning to allow development of a single-family residential subdivision with city services.

G. Crystal Lake Vista – Large Scale Comprehensive Plan Amendment (Alternate Key: 1288606)

Application applied on behalf of Crystal Lake Land Holdings, LLC, by Mr. Angel Rivera, P.E. “Applicant”, A&B Engineering Consultants. Applicant is requesting a LSCPA to amend the future land use designation to single-family medium density of approximately 24.83 ± acres of land generally located north of Myrtle Lake Avenue and west of CR 468.

H. Crystal Lake Vista – Rezoning (Alternate Key: 1288606)

Application applied on behalf of Crystal Lake Land Holdings, LLC, by Mr. Angel Rivera, P.E. “Applicant”, A&B Engineering Consultants. Applicant is requesting rezoning of approximately 24.83 ± acres of land generally located north of Myrtle Lake Avenue and west of CR 468 from Lake County R3 zoning to City of Fruitland Park R2, Single-Family Medium Density, within the city limits of Fruitland Park. Minimum lot size of 12,500 sf is required with central water and septic tank.

Crystal Lake Vista – TRC Comments

CDD Kelley gave overview of applicant’s development applications. City Attorney mentioned her only comments were pertaining to the applicant proposing septic tank vice city water; also, drainage of stormwater runoff into Crystal Lake. According to Halff Tobias the stormwater runoff is allowed as long as state requirements are met. Since there is currently no application for development (just rezoning with intent to sale), aforementioned would be determined at time of construction.

Mr. Rivera estimated approximately 48-50 lots with 12,500 minimum lot size (approx. 2 units per acre) could potentially be developed after sale. Clarification was discussed relative to applicant statement (made in development application submission) which stated the upper buffer and flood zone would not be impacted. Halff Tobias commented usually this statement is made when developing the property - not looking to sale only. Applicant stated they are not proposing any limitation tied to the property that would make such guarantees.

TRC discussed an environmental assessment/survey would not be required at this time since applicant has no plans to develop the property.

CDD Kelley reiterated LPG’s comment regarding request for additional information: amending owner/applicant affidavit; submission of Sunbiz data for Crystal Lake LLC; clarification on signature authorization on behalf of LLC; and 2020 annual tax bill/payment.

MEMBERS' COMMENTS: No further comments.

ADJOURNMENT: Meeting adjourned at 10:37 AM



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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

MEETING NOTES

TECHNICAL REVIEW COMMITTEE

JULY 6, 2021

10:00AM

- I. MEETING START TIME:** 10:05AM
- II. MEMBERS PRESENT:** All members present except Building Official, Code Enforcement, Fire Chief, Fire Inspector, City of Leesburg Utilities, Lake County School Board, Lake County Public Works and Lake County Economic Development. Also, present Mr. James Senatore and Chris Zipperer on behalf of Terra Promessa Preserve; Mr. Isaiah Cottle, Adilia Richmond and Dustin Brinkman (P.E. KPM Franklin Project Manager) on behalf of Mirror Lake Phase II; Bowman Consulting Maleia Storum, Project Engineer and Armando Cabre, Senior Project Manager, on behalf of COFP–Grocer.
- III. MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from June 1, 2021 were not included for review/comment and thus tabled for the August 3, 2021 Meeting.
- IV. OLD BUSINESS:** NONE

NEW BUSINESS:

Dwayne Williams, the new Community Development Director (first day in this role), was introduced to TRC by City Manager LaVenía.

A. Terra Promessa Preserve – Preliminary Subdivision Plan (Alternate Key: 1289785)

Application submitted by James P. Senatore (owner) for Preliminary Subdivision Plan for Terra Promessa Preserve. Applicant proposing to develop approximately 18.78± acres of property currently zoned R-3A (Multi-Family High Density Residential) into 11 individual lots with well and septic. The subject site is generally located north of Lewis Road on the west side of CR 468.

Community Development Deputy Director (CDDD) Kelley introduced application to develop an upscale subdivision with lot sizes of \pm one acre and home sizes approximately \pm 6,000 sf.

Applicant James Senatore stated although there are 11 lots, only 10 will be sold. The lot on which an existing home is located is not for sale.

Community Development Deputy Director (CDDD) Kelley stated that the next step would involve going before Planning & Zoning Board. PWD Dicus stated there were no concerns with well, septic and/or stormwater. Halff Tobias expressed anticipation that the stormwater LDR would be adopted before the construction plan submittal.

Halff Tobias clarified wetlands cannot be used to retain stormwater; SJRWMD will not allow thus a separate system would be necessary. Applicant stated intent is to use swale and driveways for ditch blocks with water directed into the HOA preserve area; water will be pretreated before going into the retention pond.

Length of the road required, per Mr. Campanale, is 600 feet maximum and does not include 240 feet back to the cul-de-sac (840' total). Cul-de-sac would need to be large enough to accommodate emergency/fire vehicle turnaround.

Applicant anticipates applying for a variance. The variance will need to be approved prior to moving forward with the preliminary subdivision plan application.

Applicant inquired regarding Lake County PWD comments and was directed to coordinate with the county applicable to CR 468 restriction for right-in/right-out turning movements.

City Attorney requested copy of title commitment from the closing, along with backup documents, for recent purchase of property.

B. Mirror Lake Phase II – Preliminary Subdivision Plan (Alternate Key: 3897102)

Application submitted on behalf of Fruitland Park LLC, by Mr. Isaiah Cottle of GSL Holdings I, LLC. Applicant proposing Preliminary Subdivision Plan for Phase II of Mirror Lake Estates. Property is approximately 14.92 \pm acres of vacant land currently zoned PUD. Phase II will consist of seventy-six (76) single family residential homes. Property is generally located north of Urick Street and west of Seminole Boulevard.

CDDD Kelley introduced application, stating Phase II (un-platted) is located directly behind Phase I. Applicant is aware of past issues/concerns applicable to Phase 1, including non-receipt of as-builts (not certified).

Halff Tobias provided advisory comment for the record: Ongoing stormwater issue with underdrains installed which presumably worked too well with water draining down to the spreader swale resulting in flooding [washing out wooded area and creating an erosion problem on Mirror Lake Drive]. To date, nothing has been done by the development to officially address the issue. City has required, prior to any Phase II construction, Phase I issue(s) be addressed and rectified. However, since only a “preliminary” subdivision plan submittal at this time, the aforementioned is not a consideration at this point.

Per PWD Dicus, city worked with surveyors to locate old utilities and found areas not included on the map; same has since been added to new drawing(s). COFP PWD plan is to “cap” everything on the property considered ‘existing.’ When new lines are brought in for Phase II, Lemon Avenue position will be the area to tie back into. The plan is to eliminate the line on the backside of the property. When construction begins, coordination with PWD should be arranged.

City Attorney Geraci-Carver requested clarification on lot widths as it appears 3 different sizes proposed. Mr. Brinkman, Project Manager on behalf of applicant, stated there would be a mix of 40 and 50 foot lots.

City Attorney further inquired whether a PUD amendment was being proposed, as indicated, on drawing C1.1. Per Mr. Brinkman, no amendment is currently being proposed and ‘comment’ listed on drawing was from previous engineer, Keith Riddle of Riddle Newman. CDDD Kelley requested removal of the comment as it is not being proposed by the applicant.

Applicant was advised that TIA should be submitted with preliminary subdivision plan application. The environmental report is being reviewed to ascertain if exemption letters can be provided. Per CDDD Kelley, although the reports are necessary and required, the application process would not be impeded.

Tree survey submittal will be required, specifying which trees will remain and/or be removed. Replacement table (@25%); applicant currently analyzing what trees will be removed. Mr. Brinkman inquired whether there are any trees considered historic or a protected specimen by the city; also, whether there is a tree species that does ‘not’ require replacement inches? CDDD Kelley will provide advisement after review of LDRs.

Mr. Brinkman stated preliminary discussion with SJRWMD is to pick-up where previous engineer, Riddle Newman left off. The goal/option is to remove spreader swale and potentially install broad crested weir. Per Halff Tobias, this is an operation/ maintenance issue vice permitting issue. After various discussions concerning options, city will await submission of final plan addressing the concern.

C. City of Fruitland Park-Grocer (Alternate Key: 1288151 and 1699665)

Application submitted by Chad Tullos, Chief Investment Officer-Stafford Properties, Inc., on behalf of Larry M. Phillips Trustee, Larry M. and Linda S. Phillips (owner). Applicant proposing a Major Site Plan for the development of 8.29 ± acres of property to allow for a 47,647 sf grocer with 2 outparcels for future development.

Project Engineer/Maleia Storum and Senior Project Manager/Armando Cabre of Bowman Consulting, on behalf of the development, requested clarification of signage. CDDD Kelley stated that signage will have to be designated as multi-tenant and signs should be a part of the site plan (on outparcels); encouraged to adhere to LDRs as City Commission will closely examine compliance.

Halff Tobias provided clarification to Bowman engineers concerning 10 x 20 parking spaces. Parking allotment spaces may be considered for 10x18 if the 2 ft is used as part of a grass space/area and added to the buffer. Halff CDDD Kelley stated variances must be requested for consideration when code requirements cannot be met. Accompanying the variance should be an explanation of the “hardship” created in meeting the code requirement. A requested reduction in the required size of the parking spaces, in order to increase the available number of spaces, in all likelihood will not be considered a

hardship. The current allocated 'proposed' parking is below the minimum code requirement of 234 spaces with the allocation based on the total square footage of the property, irrespective of buffer requirement, usable customer area and/or floor area.

Applicants may consider applying for a variance to decrease the size of the buffer, to include removing the islands. Consideration to be given to making the buffer "conventional and uniform" as best as possible.

Ms. Storum and Mr. Cabre inquired whether private lift station will be required to adhere to city details. Halff Tobias and PWD Dicus stated that any connection to the city system would have to utilize city details. PWD Dicus added that details would apply up to where city is responsible. Applicants stated that there have been no identified end-users for outparcels to date.

PWD Dicus requested that applicant hire private company to conduct flow tests and advise the city when tests are completed.

City Attorney Anita Geraci-Carver commented that since two (2) separate parcels identified on site plan, a unity of title would be required.

Applicant to contact city for any additional required information to move forward with development. Winn-Dixie was identified as the grocer.

MEMBERS' COMMENTS:

ADJOURNMENT: 11:02AM



City of Fruitland Park, Florida
Community Development Department
 506 W. Berckman St., Fruitland Park, Florida 34731
 Tel: (352) 360-6727 Fax: (352) 360-6652
 www.fruitlandpark.org

<i>Sta Use Only</i>	
Case No.:	_____
Fee Paid:	_____
Receipt No.:	_____

Development Application

Contact Information:

Owner Name: Fruitland Outparcel LLC - Nick Jones
 Address: 62 West Colonial Drive , Unit 29, Orlando FL 32801
 Phone: (206)931-0526 Email: nick@redbellpartners.com

Applicant Name: Fluent - Mark Batievsky
 Address: 82 NE 26th Street, Suite 110, Miami FL 33137
 Phone: (305) 216-2206 - (305) 323-9529 Email: mark@getfluent.com - rebeca.gilling@getfluent.com

Engineer Name: Tim Bauer - Progressive Development Group, Inc.
 Address: 12890 Automobile Blvd., Suite A, Clearwater FL 33762
 Phone: (813) 805-0512 Email: tbauer@progressivedg.com

Property and Project Information:

PROJECT NAME*: Fluent - Fruitland Park
*A project name is required for all submissions. Please choose a name representative of the project for ease of reference.

Property Address: 3460 S US Hwy 27/441, Fruitland Park, FL
 Parcel Number(s): 10-19-24-0003-000-04100 Section: 10 Township: 19 S Range 24 E
 Area of Property: 1.01 Acres Nearest Intersection: US Hwy 27 & South Dixie Avenue
 Existing Zoning: Commercial Retail, C-2 Existing Future Land Use Designation: Commercial High Intensity
 Proposed Zoning: Commercial Retail, C-2 Proposed Future Land Use Designation: Commercial High Intensity
 The property is presently used for: Commercial Retail
 The property is proposed to be used for: Medical Office/Clinic
 Do you currently have City Utilities? Yes

Application Type:

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Comp Plan Amendment | <input type="checkbox"/> Rezoning | <input type="checkbox"/> Planned Development |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Special Exception Use | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Final Plat |
| <input type="checkbox"/> Minor Lot Split | <input type="checkbox"/> Preliminary Plan | <input type="checkbox"/> Construction Plan | <input type="checkbox"/> ROW/Plat Vacate |
| <input type="checkbox"/> Site Plan | <input checked="" type="checkbox"/> Minor Site Plan | <input type="checkbox"/> Replat of Subdivision | |

Please describe your request in detail: Change of use from Commercial Retail to Medical Office/Clinic

Required Data, Documents, Forms & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review.

Printed Name: MARK BATIEVSKY

Signature: [Handwritten Signature] Date: 7.2.21

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must have written authorization from the owner to submit application.

Development Application Checklist

The Following are Required for ALL Development Applications:

- Legal Description (Word file req'd) Current Deed Aerial Photo
 Property Appraiser Information Electronic Copy of Application Location Map

Pre-application conferences are strongly encouraged. Submit TWO CDs with ALL documents in pdf; those that are generated as CAD files should be submitted in pdf and dwg formats. . Legal Descriptions should also come with a MS Word file of the legal description. Most maps are accessible through www.lakecountyfl.gov/maps/. Note: All maps are required to depict adjacent properties at a minimum.

Failure to provide adequate maps may delay the application process.

Other Required Analyses and Maps:

Small Scale Comprehensive Plan Amendment Applications:

- Justification for Amendment Environmental Constraints Map Requested FLU Map

Large Scale Comprehensive Plan Amendment Applications:

Maps: Environmental Constraints Soils Requested FLUM Designation Requested Zoning Map Designation

Analyses: Environmental Assessment Utility Availability Analysis Urban Sprawl Analysis School Impact Analysis

Traffic Impact Analysis Consistency with the Comp Plan Florida Master Site File sign-off or Archaeological Survey

Rezoning Applications:

- Requested Zoning Map Justification for Rezoning

Planned Development Applications:

Maps/Plans: Conceptual Plan as Described in LDRs Chapter 154, Section 154.030,10,G Environmental Constraints

Analyses: Environmental Assessment Traffic Impact Analysis Preliminary Concurrency Analysis

Variance Applications:

- Justification for Variance

Special Exception Use Applications:

- Justification for Special Exception Use
 Site Sketch List of Special Requirements as Described in LDRs, Chapter 155

Conditional Use Permit Applications:

- Proposed List of Conditions and Safeguards
 Site Plan as Described in LDRs, Chapter 155 Written Statement as Described in LDRs, Chapter 155

Subdivision Applications:

(Preliminary Plan, Improvement Plan and Final Plat)

- As Described in LDRs, Chapter 157

Minor Subdivision Applications:

- As Described in LDRs, Chapter 157

Site Plan Applications:

- As Described in LDRs, Chapter 160

APPLICANT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me the undersigned authority, personally appeared Mark Batievsky with Fluent

_____, who being by me first duly sworn on oath deposes and says:

- 1) That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Fruitland Park, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further that this application and attachments shall become part of the Official Records of the City of Fruitland Park, Florida, and are not returnable.
- 2) That the submittal requirements for the application have been completed and attached hereto as part of that application.
- 3) That he/she desires Minor Site Plan Approval to allow A change of use from Commercial Retail to Medical Office/Clinic

Affiant (Applicant's Signature)

State of Florida

County of Miami-Dade

The Foregoing instrument was acknowledged before me this 2nd day of July, 20 21,
by Mark Batievsky who is personally known to me or has produced
_____ as identification and who did or did not take an oath

(Notary Seal)

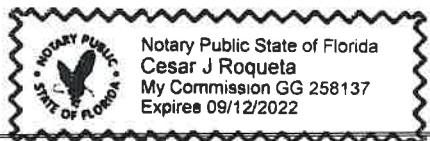
Notary Public - State of Florida

Commission No 64 258137

My Commission Expires 9.12.2022

Signature

Cesar J. Roqueta
Printed Name



OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me the undersigned authority, personally appeared Nick Jones, Manager of Alluvion Advisors LLC

_____, who being by me first duly sworn on oath deposes and says:

1) That he/she is the fee-simple owner of the property legally described on attached page of this application.

2) That he/she desires Minor Site Plan Approval to allow A change of use from

Commercial Retail to Medical Office/Clinic

3) That he/she has appointed Mark Batievsky with Fluent to act as agent on his/her behalf to accomplish the above. The owner is required to complete the Applicant's Affidavit of this application if no agent is appointed to act on his/her behalf.

[Handwritten Signature]

Affiant (Owner's Signature)

State of Florida

County of Miami-Dade

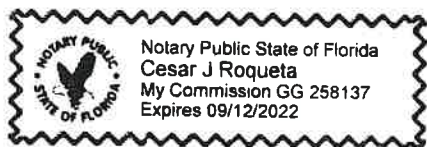
The Foregoing instrument was acknowledged before me this 2nd day of July, 20 21

by Nick Jones who is personally known to me or has produced _____ as identification and who did or did not take an oath

(Notary Seal)

Notary Public - State of Florida
Commission No GG258137
My Commission Expires 9.12.22

[Handwritten Signature]
Signature
Cesar J. Roqueta
Printed Name



Fluent – Fruitland Park

3460 South US Highway 27/441, Fruitland Park

Lake County Parcel #10-19-24-0003-000-04100

LEGAL DESCRIPTION

THAT PARCEL OF LAND LYING WITHIN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN 566.5 FEET SOUTH AND 200 FEET EAST OF NORTHWEST CORNER OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION; RUN EAST 205.5 FEET; THENCE SOUTH 24 DEGREES 36 MINUTES EAST 140 FEET; THEN SOUTH 59 DEGREES 31 MINUTES WEST 219 FEET; THENCE NORTHWESTERLY ALONG HIGHWAY 84 FEET; THENCE NORTH 200 FEET TO POINT OF BEGINNING. LESS THAT PORTION LYING WESTERLY OF AND WITHIN 100 FEET OF THE SURVEY LINE OF STATE ROAD 25-500, SECTION 1104.

PROPERTY RECORD CARD

General Information

Name:	FRUITLAND OUTPARCEL LLC	Alternate Key:	1740657
Mailing Address:	62 W COLONIAL DR UNIT 209 ORLANDO, FL 32801 Update Mailing Address	Parcel Number: ⓘ	10-19-24-0003- 000-04100
		Millage Group and City:	00F2 (FRUITLAND PARK)
		2020 Total Certified Millage Rate:	18.1489
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	3460 SOUTH US HIGHWAY 27/441 FRUITLAND PARK FL 34731 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	BEG 566.5 FT S & 200 FT E OF NW COR OF SE 1/4 OF SW 1/4, RUN E 205.5 FT, S 24DEG 36MIN E 140 FT, S 59DEG 31MIN W 219 FT, NW'LY ALONG HWY 84 FT, N 200 FT TO POB--LESS R/W OF HWY 441-- ORB 5602 PG 1231		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	STORE 1 STORY FREE STANDING (1100)	0	0		45088	SF	\$0.00	\$421,573.00

[Click here for Zoning Info](#) ⓘ

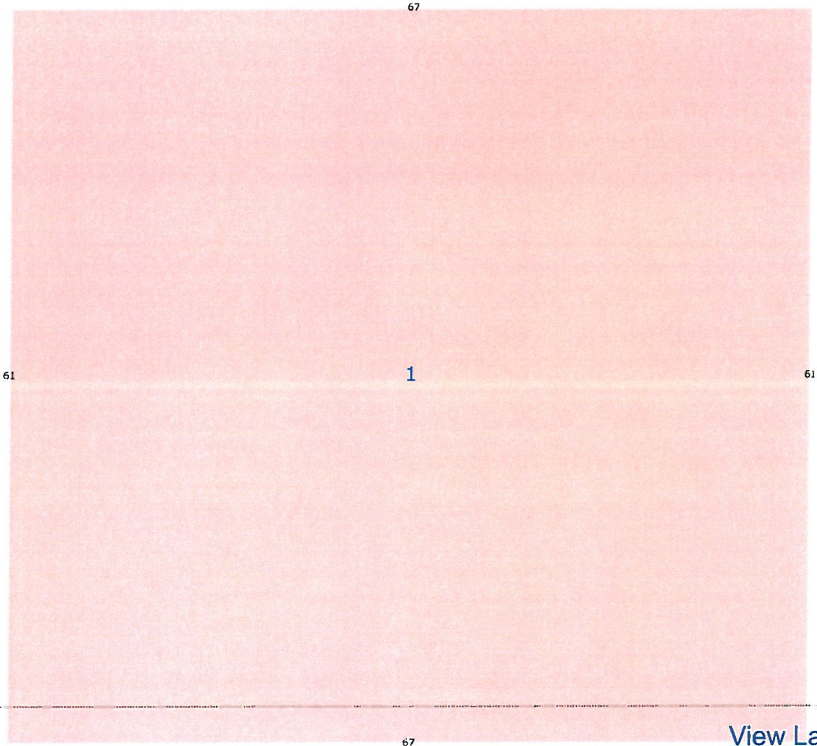
[FEMA Flood Map](#)

Commercial Building(s)

Building 1

Commercial	Building Value: \$289,721.00									
Summary		Section(s)								
Year Built:	2015	Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Finished	Map Color	
Total Square Footage:	4087	1	FINISHED LIVING AREA (FLA)	16	1	4087	0%	0%		
Full Bathrooms:	0	Interior Finish (11C)			Percent		Sprinkler		A/C	
Half Bathrooms:	2				100.00 %		No		Yes	
Elevators:	0									
Elevator Landings:	0									
Escalators:	0									

Residential Units: 0
 Kitchens: 0
 Fireplaces: 0
 Structure Type: Concrete Block or Masonry Walls
 Exterior Walls:
 08 : 75.00 %
 09 : 25.00 %



[View Larger](#)

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	PAVING (PAV)	22050	SF	2016	\$28,577.00
0002	PAVING (PAV)	1200	SF	2016	\$2,688.00
0003	FENCING (FEN)	276	SF	2016	\$718.00
0004	PARKING LOT LIGHT FIXTURE (PFL)	6	UT	2016	\$6,494.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5602 / 1231	12/11/2020	Warranty Deed	Unqualified	Improved	\$715,000.00
5438 / 1954	2/25/2020	Lieu of Foreclosure	Unqualified	Improved	\$1,114,900.00
4782 / 1801	5/19/2016	Warranty Deed	Unqualified	Improved	\$2,030,100.00
4661 / 2046	7/29/2015	Trustees Deed	Multi-Parcel	Vacant	\$785,000.00
1042 / 904	12/1/1989	Warranty Deed	Unqualified	Vacant	\$0.00
732 / 1536	6/1/1981	Personal Rep Deed	Unqualified	Vacant	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2021 WORKING VALUES that are subject to change until certified. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$749,771	\$749,771	\$749,771	5.03270	\$3,773.37

LAKE COUNTY MSTU AMBULANCE	\$749,771	\$749,771	\$749,771	0.46290	\$347.07
LAKE COUNTY MSTU FIRE	\$749,771	\$749,771	\$749,771	0.47040	\$352.69
SCHOOL BOARD STATE	\$749,771	\$749,771	\$749,771	3.70100	\$2,774.90
SCHOOL BOARD LOCAL	\$749,771	\$749,771	\$749,771	2.99800	\$2,247.81
CITY OF FRUITLAND PARK	\$749,771	\$749,771	\$749,771	3.91340	\$2,934.15
ST JOHNS RIVER FL WATER MGMT DIST	\$749,771	\$749,771	\$749,771	0.22870	\$171.47
LAKE COUNTY VOTED DEBT SERVICE	\$749,771	\$749,771	\$749,771	0.11000	\$82.47
LAKE COUNTY WATER AUTHORITY	\$749,771	\$749,771	\$749,771	0.33680	\$252.52
NORTH LAKE HOSPITAL DIST	\$749,771	\$749,771	\$749,771	0.89500	\$671.05
				Total:	Total:
				18.1489	\$13,607.50

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)

[Learn More](#) [View the Law](#)

Save Our Homes Assessment Transfer (Portability)

[Learn More](#) [View the Law](#)

Non-Homestead Assessment Limitation (10% assessed value cap)

[Learn More](#) [View the Law](#)

Conservation Classification Assessment Limitation

[Learn More](#) [View the Law](#)

Agricultural Classification

[Learn More](#) [View the Law](#)

NOTE: Should a determination be made that a property no longer meets the criteria for a bona fide agricultural purpose, a formal denial will be mailed on or before July 1 of the applicable tax year.

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on June 20, 2021.

[Site Notice](#)

Prepared by and return to:

Tracy L. Coghill, Esq.
Attorney at Law
First National Title & Closing Services, Inc.
3560 Kraft Road
Naples, FL 34105
239-325-3720
File Number: 2020T-171
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 11th day of December, 2020 between First Florida Integrity Bank, a Florida banking corporation whose post office address is 3560 Kraft Road, Naples, FL 34105 of the County of Collier, State of Florida, grantor*, and Fruitland Outparcel LLC, a Florida limited liability company whose post office address is 62 W. Colonial Drive, Unit 209, Orlando, FL 32801 of the County of Orange, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

That parcel of land lying within Section 10, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows: Begin 566.5 feet South and 200 feet East of Northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section; run East 205.5 feet; thence South 24 degrees 36 minutes East 140 feet; then South 59 degrees 31 minutes West 219 feet; thence Northwesterly along Highway, 84 feet; thence North 200 feet to Point of Beginning, LESS AND EXCEPT that portion lying Westerly of and within 100 feet of the survey line of State Road 25-500, Section 1104.

Subject to taxes for 2021 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

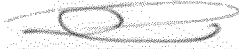
and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: Tracy L. Coghill


Witness Name: Torah Nadassky

First Florida Integrity Bank, a Florida banking corporation

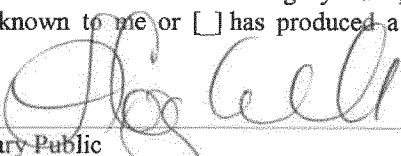
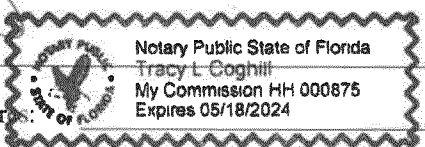
By: 
John G. Harper, Sr. Vice President

(Corporate Seal)

State of Florida
County of Collier

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of December, 2020 by John G. Harper, Sr. Vice President of First Florida Integrity Bank, a Florida banking corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]


Notary Public
Printed Name: _____
My Commission Expires: _____


Prepared By and Record and Return to:

Danielle DeVito-Hurley, Esq.
Gunster, Yoakley & Stewart, P.A.
450 East Las Olas Blvd., Suite 1400
Fort Lauderdale, FL 33301

RETURN TO:
FIDELITY NATIONAL TITLE
ATTN: SUE ROBINSON
5690 W. Cypress Street, Suite A
Tampa, FL 33607
File No. 16-23545

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of this 19 day of May, 2016, by **VAN MF FRUITLAND, LLC**, a Florida limited liability company ("Developer" or "Parcel A Owner" or "Parcel C Owner") and **EPIS INVESTMENTS, LLC**, a California limited liability company ("Parcel B Owner") (Parcel A Owner, Parcel B Owner and Parcel C Owner are collectively referred to as the "Owners" and, individually, as an "Owner").

WITNESSETH THAT:

- A. Developer is the owner of those certain parcels of land situate, lying and being in the City of Fruitland Park, County of Lake, State of Florida and being more particularly described on Exhibit A-1 attached hereto (the ".41 Acre Parcel" or "Parcel A") and Exhibit A-2 attached hereto (the "1.71 Acre Parcel" or "Parcel C").
- B. On or about the date hereof, Developer is conveying to Parcel B Owner that certain parcel of land situate, lying and being in the City of Fruitland Park, County of Lake, State of Florida and being more particularly described on Exhibit B attached hereto (the "1.01 Acre Parcel" or "Parcel B"), which is located adjacent to Parcel A and Parcel C (Parcel A, Parcel B and Parcel C are collectively referred to as the "Parcels" and, individually, as a "Parcel").
- C. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A, Parcel B and Parcel C and the Owners thereof, together with the (i) the tenants and occupants of the Parcels, and (ii) the respective employees, agents, contractors, customers, invitees and licensees of the Owners and such tenants and occupants (collectively, the "Permittees"), subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and

Parcel B Owner hereby agree that the above recitals are true and correct and incorporated herein and further agree as follows:

1. Access Easement.

a. Access Easement Area. Each Owner hereby grants to the other Owners and their respective Permittees, a non-exclusive, perpetual easement over and across that certain paved driveway as may exist from time to time and more particularly described on Exhibit C attached hereto (the "Driveway" or the "Access Easement Area") solely for the purposes of vehicular access by such Owners and Permittees. The rights granted herein shall be solely for the purposes described in the immediately preceding sentence and no Parcel Owner (or Permittee thereof) shall have any right to, among other things: (a) the use of any portion of any Parcel not owned by such Parcel Owner for parking or pedestrian ingress or egress; or (b) except as set forth in Section 8(b) below, maintain, repair, replace or in any way alter the improvements constructed within any portion of the Driveway not actually located on each Owner's Parcel.

b. Upon the development of Parcel A, the Parcel A Owner shall have the right to connect its driveway to the Driveway located on Parcel B, at the sole cost and expense of the Parcel A Owner, which shall include the right to construct a portion of the driveway on Parcel B in order to connect the driveway located on Parcel A to the Driveway located on Parcel B (the "Parcel A Connection"). The Parcel A Connection shall be located on Parcel B as required by law and upon completion of construction of the Parcel A Connection, the Access Easement Area shall be expanded to include the Parcel A Connection in order for Parcel A to have access over and across the Driveway on Parcel B and Parcel C.

c. In no event shall the Driveway be blocked, closed, altered, changed or removed without the prior written consent of all of the Owners (other than in connection with temporary closures for reasonable maintenance and repair or to reasonably avoid dedication to the public); provided that the access openings between the portion of the Driveway on Parcel C that connects to the portion of the Driveway on Parcel B may be relocated by Parcel C Owner in connection with the development of Parcel C). Each Owner shall maintain between the Parcels a smooth and level grade transition to allow the use of the Driveway for vehicular ingress and egress as set forth above.

d. Maintenance. Each Owner shall maintain the portion of the Driveway located on their respective Parcel in good condition and repair and in compliance with all applicable laws, rules and regulations, at its own expense; provided, however that if any Owner determines in its commercially reasonable discretion to repave the entire portion of the Driveway located on its respective Parcel from time to time due to wear and tear, then the actual, third-party reasonable costs incurred in connection with such repaving (the "Repaving Costs") shall be split among the three (3) Parcels based upon their Proportionate Share (defined below). Each Owner shall pay its Proportionate Share of any Repaving Costs within thirty (30) days after written notice from the repaving Owner together with copies of invoices and a calculation of the amount due.

e. The electricity for the lights located on the Driveway and the Sign (as defined below) is located in an electrical house panel on Parcel B (the "Electrical Panel"). Parcel A and Parcel C shall have a non-exclusive perpetual easement to receive electricity from the Electrical Panel to provide electrical power for the lights located on any portion of the Driveway located on their respective Parcel and for the Sign Panel (as defined below) on the Sign. Parcel B Owner shall maintain the Electrical Panel in good condition and repair and in compliance with all applicable laws, rules and regulations, which shall include the obligation to repair and/or replace the Electrical Panel as necessary. The costs of any such maintenance, repair or replacement shall be split among the three (3) Parcels based upon their Proportionate Share. Parcel A Owner and Parcel C Owner shall pay their proportionate share of any such costs within thirty (30) days after written notice from Parcel B Owner, together with copies of invoices and a calculation of the amount due. The electricity from the Electric Panel will be billed to each Parcel based upon their Proportionate Share, and shall be payable monthly. Until such time as Developer is not an owner of Parcel A or Parcel C, Developer shall be responsible for the monthly billing and collection of such electric use. Upon the sale of the last of Parcel A and Parcel C, such new Owner of the last of Parcel A and Parcel C shall thereafter be responsible for such billing and collection.

2. Drainage Easement.

a. Drainage Easement Area. Each Owner hereby grants to each other and their Permittees, a non-exclusive easement on, over, under and across the "Offsite Drainage Diversion Swale" as more particularly depicted on Exhibit D attached hereto (the "Drainage Easement Area") for drainage and retention of surface and storm water runoff from the Driveway.

b. Relocation. Upon redevelopment of Parcel A or Parcel C, Developer shall have the right, but not the obligation, to relocate the Drainage Easement Area entirely within the boundaries of Parcel A and/or Parcel C, at Developer's sole cost and expense, provided that such relocation does not materially impact the drainage and retention of surface and storm water runoff from the Driveway.

c. Maintenance. Each Owner shall maintain the portion of the Drainage Easement Area located on their respective Parcel in good condition and repair and in compliance with all applicable laws, rules and regulations, at its own expense. Should the relocation of the Drainage Easement Area cause the Drainage Easement Area to be located solely on a Parcel, then, in such an event, the cost of maintenance of the Drainage Easement Area shall remain the responsibility of the Parcels upon which it was originally located.

3. Sign Easement.

a. Sign Easement Area. Parcel B Owner hereby grants to the Developer, as the Owner of Parcel A and Parcel C, and their respective Permittees, a non-exclusive perpetual easement (the "Sign Easement") (i) to install, maintain, illuminate, repair and replace the lower panel on the existing illuminated pylon sign ("Sign Panel") located on Parcel B in the location depicted on Exhibit E attached hereto (the "Sign Easement Area") for the benefit of either

Parcel A or Parcel C (it being understood that prior to, concurrently with or after the development of Parcel A and/or Parcel C, Developer shall provide written notice to Parcel B Owner as to which Parcel shall receive the benefit of this Sign Easement as determined by Developer in its sole discretion (such Parcel hereinafter referred to as the “Benefitted Parcel”), and the Owner thereof, its successors, assigns, tenants, agents, contractors, employees and invitees, and (ii) for reasonable access over, across, under and through such portions of Parcel B by the Owner of the Benefitted Parcel and its successors, assigns, tenants, agents, contractors, employees and invitees, to and from the Sign Easement Area, from time to time, as is reasonably necessary for the purposes of installing, illuminating, maintaining, repairing and replacing the Sign Panel.

b. Maintenance. Each Owner shall maintain their respective sign panel on the Sign in good condition and repair and in compliance with all applicable laws, rules and regulations at its own expense. Any maintenance, repair or replacement of the structure of the Sign shall be split equally among the Owners of the two (2) sign panels.

c. Alteration or Replacement. In no event shall the Sign or the Sign Panel be modified, altered, replaced and/or removed without the written consent of Parcel B Owner and the Owner of the Benefitted Parcel.

4. The Access Easement Area, Drainage Easement Area and Sign Easement Area are individually and collectively referred to herein as the “Easement Area(s)”.

5. Proportionate Share: The Parcels’ “Proportionate Share” is calculated by dividing the acreage of each Parcel by the total acreage of the three (3) Parcels (i.e., the proportionate share of Parcel A is thirteen percent (13%) (i.e., $.41/3.13$), Parcel B is thirty-two percent (32%) (i.e., $1.01/3.13$) and Parcel C is fifty-five percent (55%) (i.e., $1.71/3.13$). Notwithstanding the foregoing, (i) in no event shall Parcel A Owner or Parcel C Owner be responsible for their Proportionate Share hereunder until such time as a final certificate of occupancy is issued by the applicable governmental authority for the improvements to be constructed on Parcel A or Parcel C, respectively (provided, however that Parcel A Owner and/or Parcel C Owner shall be responsible for any uninsured damage to the Driveways caused by the negligent or willful act of any such Owner, its tenant(s) or tenant’s agents, contractors, subtenants, licensees, employees or invitees prior to the issuance of a final certificate of occupancy for its respective Parcel); and (ii) in no event shall any Owner be responsible to pay for any maintenance or repair costs that are the result of (x) the failure of an Owner or its tenant(s) to properly maintain the improvements on such Owner’s Tract, or (y) any uninsured damage caused by the negligent or willful act of any such Owner, its tenant(s) or tenant’s agents, contractors, subtenants, licensees, employees or invitees.

6. Repair of Easement Areas. Except as set forth in Section 1(b) and 3(a) above and Section 10(b) below, no Owner shall have any right or obligation to, among other things, maintain, repair, replace or in any way alter the improvements constructed within the Easement Areas, unless such improvements are located within the portion of the Parcel owned by the applicable Owner.

7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

8. Reasonable Use of Easements. The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the use, enjoyment, or development of the Parcels, or the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said businesses, and the receipt or delivery of merchandise in connection therewith.

9. Insurance. Each Owner hereby agrees to maintain, or cause any tenant on its Parcel to maintain in the alternative, commercial general liability insurance, with a contractual liability endorsement: (a) in an amount of not less than \$2,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence caused by each Owner's or its tenants', subtenants', licensees', concessionaires', employees', mortgagees' in possession, independent contractors' and business invitees' use of the portion of the Easement Area(s) owned by such other Owner; (b) issued by responsible insurers with an A.M. best rating of at least A-/VIII in the then current edition of Best's Insurance Guide and shall be licensed in the State of Florida; and (c) which shall be evidenced by a certificate of insurance naming the other Owner as an additional insured. Each Owner agrees that all policies of insurance to be kept and maintained in force by the respective parties hereto, shall, unless prohibited by law or other regulation having the effect of law, contain provisions in which the rights of subrogation against the Parcel A Owner, Parcel B Owner and Parcel C Owner are waived by the insurance company or carriers insuring the Easement Area(s).

10. Remedies and Enforcement.

a. All Legal and Equitable Remedies Available. In the event any Owner fails to perform any of its obligations hereunder or otherwise breaches any of the terms, covenants, restrictions or conditions hereof, and said defaulting Owner fails to cure such default within thirty (30) days following written notice thereof by a non-defaulting Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

b. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within the thirty (30) day period set forth in Section 10(a) above, the non-defaulting Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate published in the Wall Street Journal (the "Wall Street Journal Prime Rate") charged from time to time by (its successors or assigns), plus six percent (6%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the

event of (i) an emergency, or (ii) blockage or material impairment of the easement rights which is not permitted by the terms of this Agreement, an Owner may immediately perform the obligations of the other Owner on behalf of such Owner and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the Wall Street Journal Prime Rate, plus six percent (6%) (not to exceed the maximum rate of interest allowed by law).

c. Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Lake County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Lake County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall promptly record an appropriate release of such notice of lien and Assessment Lien.

d. Estoppel. From time to time, each Owner (the "Non-Requesting Owner"), shall, no later than thirty (30) days' following written notice from the other Owner (the "Requesting Owner"), execute and deliver to the Requesting Owner a statement in writing certifying: (i) that this Agreement is unmodified and in full force and effect (or if there shall have been any modification, that the same is in full force and effect as modified and stating the modification), (ii) there are no monies due from the Requesting Owner under this Agreement, (iii) whether or not the Requesting Owner is in default in the performance of any covenant, agreement, or condition contained in this Agreement on its part to be performed, and, if so, specifying each such default, and (iv) such other matters as may be reasonably required by institutional lenders in similar estoppels-type certificates.

e. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

f. No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustees sale, or otherwise.

11. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Lake County Recorder and shall remain in full force and effect thereafter in

perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A, Parcel B and Parcel C. For the purposes of this Agreement, the term "Owners" includes Parcel A Owner, Parcel B Owner and Parcel C Owner and their respective successors in fee simple ownership of Parcel A, Parcel B and Parcel C.

12. Miscellaneous.

a. Amendments. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A, Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Lake County, Florida.

b. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

c. No Public Use. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

d. Severability. Each provision of this Agreement and the application thereof to Parcel A, Parcel B and Parcel C are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of two (2) Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

e. Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

f. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

g. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

h. Binding Effect. The rights contained within this Agreement shall run with the lands described herein and shall inure to and be for the benefit of Owners and their successors and assigns, and the tenants, subtenants, licensees, agents, concessionaires, employees, mortgagees in possession, independent contractors and business invitees thereof.

i. Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

j. Time of Essence. Time is of the essence of this Agreement.

k. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

l. Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

m. Bankruptcy. In the event of any bankruptcy affecting any Owner of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

n. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Developer and the Parcel B Owner are as follows

Developer: VAN MF FRUITLAND, LLC
c/o Vantage Properties
400 Carillon Parkway, Suite 230
St. Petersburg, Florida 33716
Attention: Greg Nowak
Phone: (727) 302-8040;
Email: gnowak@vantagellp.com & vnorman@vantagellp.com

with a copy to: Gunster, Yoakley & Stewart, P.A.
Las Olas Centre
450 Las Olas Boulevard, Suite 1400
Fort Lauderdale, FL 33301
Attention: Danielle DeVito-Hurley, Esq.
Phone: (954) 468-1328; Email: ddevito@gunster.com

Parcel B Owner: EPIS INVESTMENTS, LLC
8901 Earhart Ave.
Los Angeles, CA 90045
c/o Joanne Orenski
Phone: 310-384-7544 Email: JORENSKI@GMAIL.COM

with a copy to: Baker Monroe PLLC
1300 S. University, Suite 318
Fort Worth, Texas 76107
Attn: Justin P. Huston
Tel: (817) 632.6301; Email: jhuston@bamolaw.com

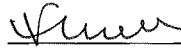
o. Subject to Matters. This Agreement is subject to all covenants, conditions, restrictions, reservations, rights-of-way, easements, liens, mortgages, limitations on title, if any, ad valorem taxes for the current year and subsequent years, and all other matters of record in the Public Records of Lake County, Florida.

[TEXT AND SIGNATURES FOLLOW]


IN WITNESS WHEREOF, Owners have caused this Agreement to be executed the day and year first above written.

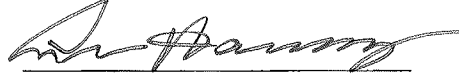
WITNESSES:

DEVELOPER:


Signature of Witness
Vanessa Norman
Printed Name

VAN MF FRUITLAND, LLC, a Florida limited liability company

By: 
Name: Greg A. Nowak, Manager
Title: _____


Signature of Witness
TIM HARVEY
Printed Name

[ADDITIONAL SIGNATURES FOLLOW]

WITNESSES:

PARCEL B OWNER:

EPIS INVESTMENTS, LLC, a California limited liability company

By: David L. and Joanne Orenski Living Trust dated September 16, 2004-Member

By: David L. Orenski
David L. Orenski, Trustee

Catherine A. Forton
Signature of Witness
Catherine A. Forton
Printed Name

By: Joanne Orenski
Joanne Orenski, Trustee

Jennifer Mulligan
Signature of Witness
Jennifer Mulligan
Printed Name

By: Sally Daley Revocable Trust dated May 10, 2006-Member

By: _____
Sally Daley, Trustee

Signature of Witness

Printed Name

Signature of Witness

Printed Name

[ACKNOWLEDGMENTS FOLLOW]

WITNESSES:

PARCEL B OWNER:

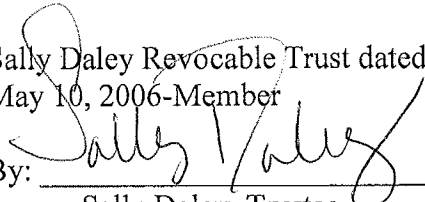
EPIS INVESTMENTS, LLC, a California limited liability company

By: David L. and Joanne Orenski Living Trust dated September 16, 2004-Member

By: _____
David L. Orenski, Trustee

By: _____
Joanne Orenski, Trustee

By: Sally Daley Revocable Trust dated May 10, 2006-Member

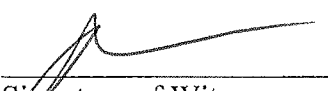
By: 
Sally Daley, Trustee

Signature of Witness

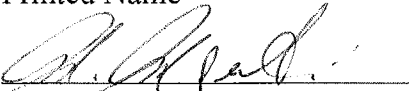
Printed Name

Signature of Witness

Printed Name


Signature of Witness
ROBERT W. PATTERSON

Printed Name


Signature of Witness

Melissa Magenti
Printed Name

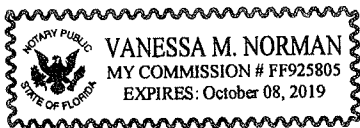
[ACKNOWLEDGMENTS FOLLOW]

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 16th day of May, 2016, by Greg A. Nowak, as Manager of VAN MF FRUITLAND, LLC, a Florida limited liability company, on behalf of said national banking association. He is X personally known to me or has produced as identification.

[NOTARY SEAL]

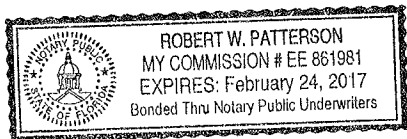
Vanessa M. Norman
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Vanessa M. Norman



STATE OF Florida
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 18th day of May, 2016, by Sally Daley, Trustee of Sally Daley Revocable Trust dated May 10, 2006, Member of EPIS INVESTMENTS, LLC, a California limited liability company, on behalf of the trust. He/She/ is personally known to me or X has produced FLDL and _____ as identification.

[NOTARY SEAL]



[Signature]
NOTARY PUBLIC, STATE OF Florida
Print Name: ROBERT W. PATTERSON

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by David L. Orenski, Trustee, and Joanne Orenski, Trustee, of David L. and Joanne Orenski Living Trust dated September 16, 2004, Member of EPIS INVESTMENTS, LLC, a California limited liability company, on behalf of the trust. They are _____ personally known to me or _____ have produced _____ and _____ as identification.

[NOTARY SEAL]

NOTARY PUBLIC, STATE OF _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Sally Daley, Trustee of Sally Daley Revocable Trust dated May 10, 2006, Member of EPIS INVESTMENTS, LLC, a California limited liability company, on behalf of the trust. He/She/ _____ is/ _____ personally known to me or _____ has produced _____ and _____ as identification.

[NOTARY SEAL]

NOTARY PUBLIC, STATE OF _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by David L. Orenski, Trustee, and Joanne Orenski, Trustee, of David L. and Joanne Orenski Living Trust dated September 16, 2004, Member of EPIS INVESTMENTS, LLC, a California limited liability company, on behalf of the trust. They are _____ personally known to me or _____ have produced _____ and _____ as identification.

[NOTARY SEAL]

See attached.

NOTARY PUBLIC, STATE OF _____
Print Name: _____

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

S.S.

On May 17, 2016 before me, J. Mulligan, Notary Public
Name of Notary Public, Title

personally appeared David L. Orenski
Name of Signer (1)

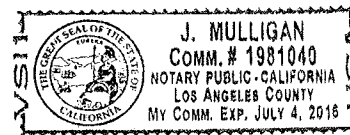
Joanne Orenski
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s), Entity(ies), Signer or Representative

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer
- Signer(s) Thumbprints(s)

EXHIBIT A-1PARCEL A-1

BEGINNING AT A POINT 566.5 FEET SOUTH AND 100 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF SOUTHWEST ¼ OF SAID SECTION; RUN THENCE EAST 100 FEET; THENCE SOUTH 200 FEET TO THE NORTH LINE OF THE HIGHWAY; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF THE HIGHWAY A DISTANCE OF 110.5 FEET TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 152.1 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-2

PARCEL A-2

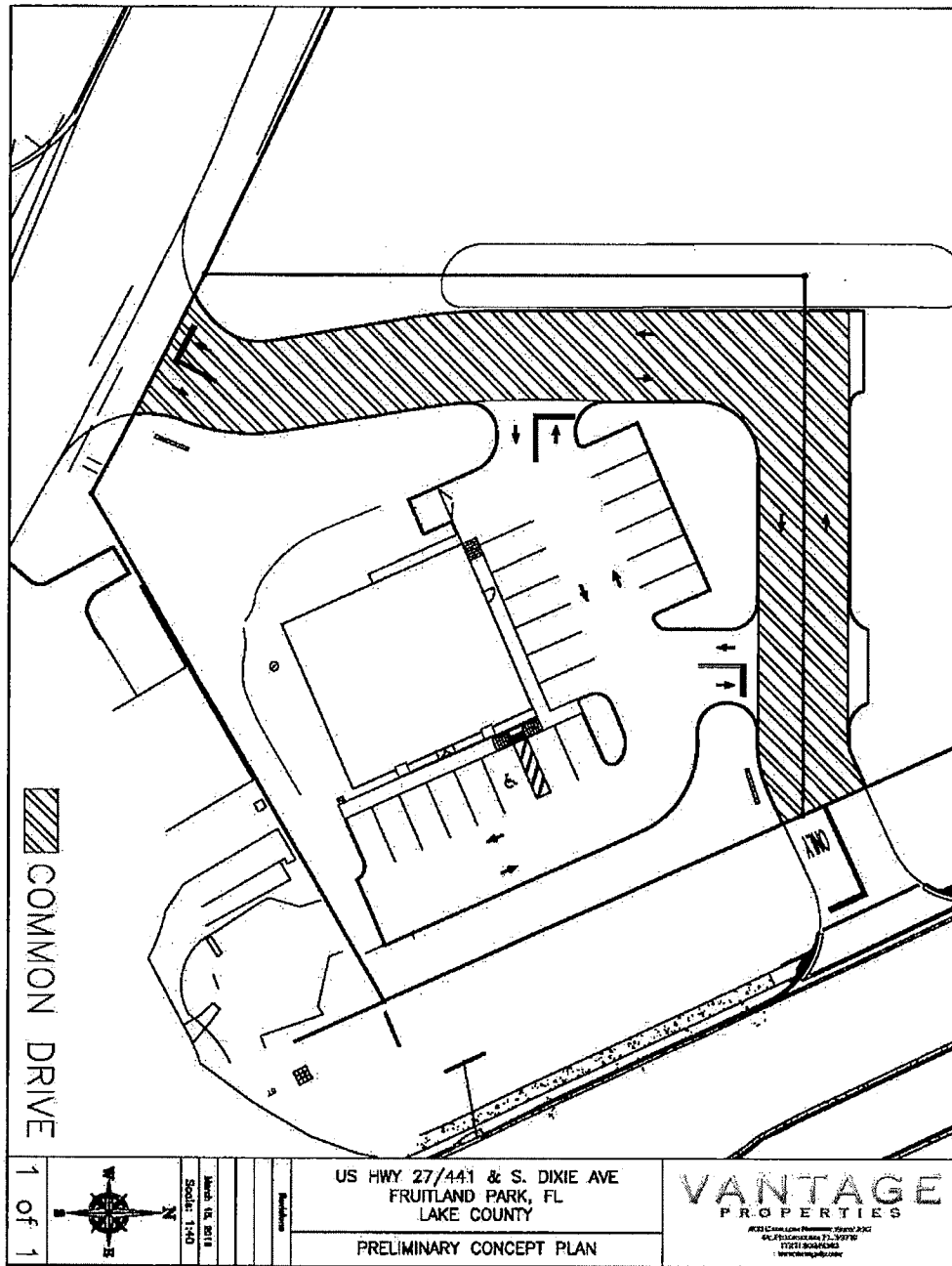
THAT PART OF THE NORTH 229 FEET OF THE SOUTH 991 FEET OF THE SOUTHEAST
¼ OF THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
IN LAKE COUNTY, FLORIDA, LYING WEST OF THE WESTERLY LINE OF THE RIGHT
OF WAY OF U.S. HIGHWAY NO 27.

EXHIBIT B**PARCEL B**

BEGINNING 566.5 FEET SOUTH AND 200 FEET EAST OF THE NORTHWEST CORNER OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER; RUN EAST 205.5 FEET, THENCE RUN SOUTH 24°36'EAST, 140 FEET; THENCE SOUTH 59°31 WEST 219 FEET, THENCE NORTHWESTERLY ALONG HIGHWAY. 84 FEET; THENCE NORTH 200 FEET TO THE POINT BEGINNING, IN SEC. 10, TOWNSHIP 19 SOUTH , RANGE 24 EAST, LYING AND BEING IN LAKE COUNTY, FLORIDA, LESS THAT PORTION THEREOF LYING WITHIN 100 FEET OF THE SURVEY LINE OF STATE ROAD 25-500, SECTION 1104.

EXHIBIT C

DRIVEWAY/ACCESS EASEMENT AREA



1
of
1

March 16, 2018
Scale: 1"=40'

US HWY 27/441 & S. DIXIE AVE
FRUITLAND PARK, FL
LAKE COUNTY
PRELIMINARY CONCEPT PLAN

VANTAGE
PROPERTIES
P.O. Box 10000, Fruitland Park, FL 34715
Tel: 352.399.1111
www.vantageproperties.com

EXHIBIT D

DRAINAGE EASEMENT AREA

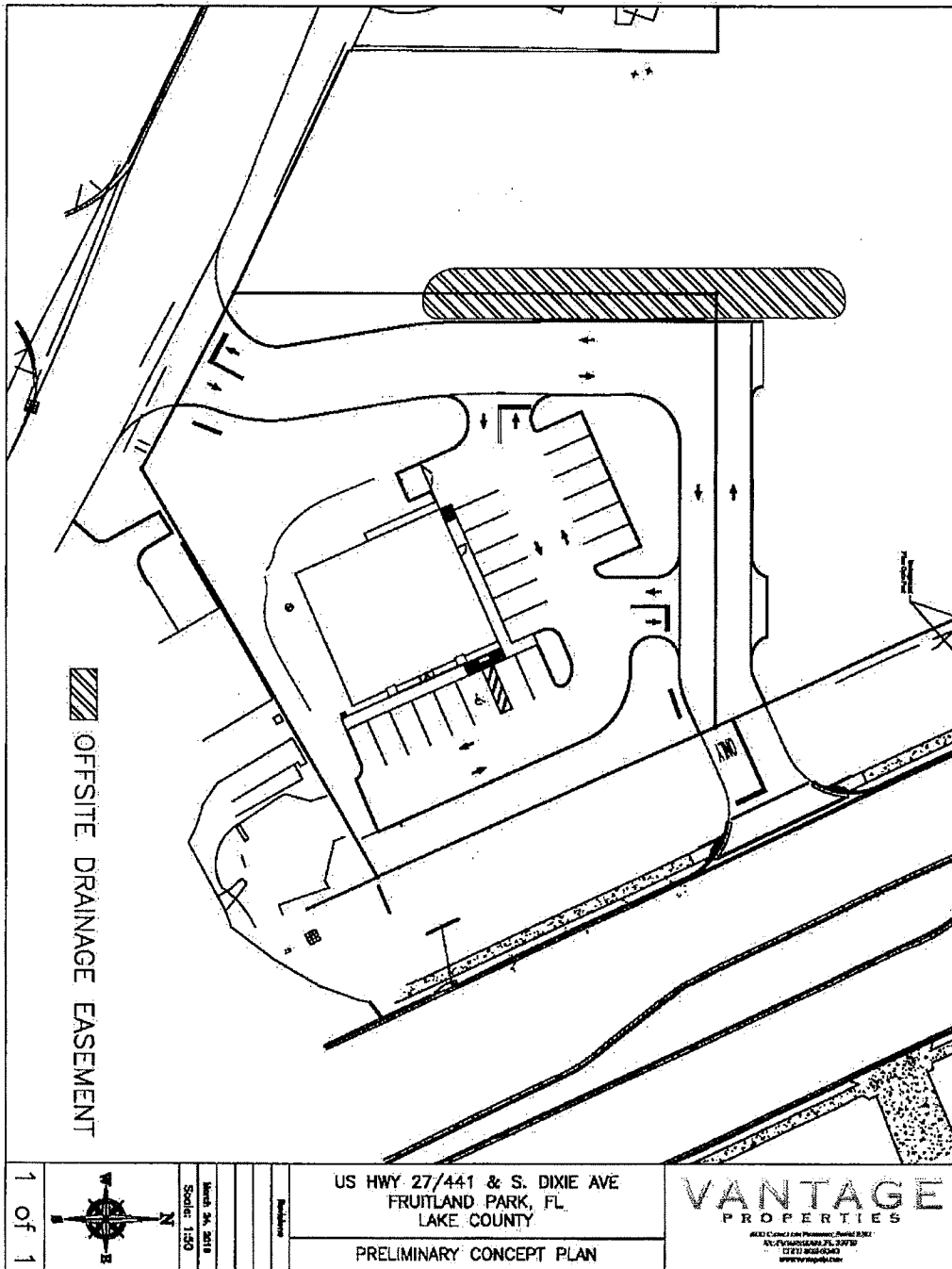
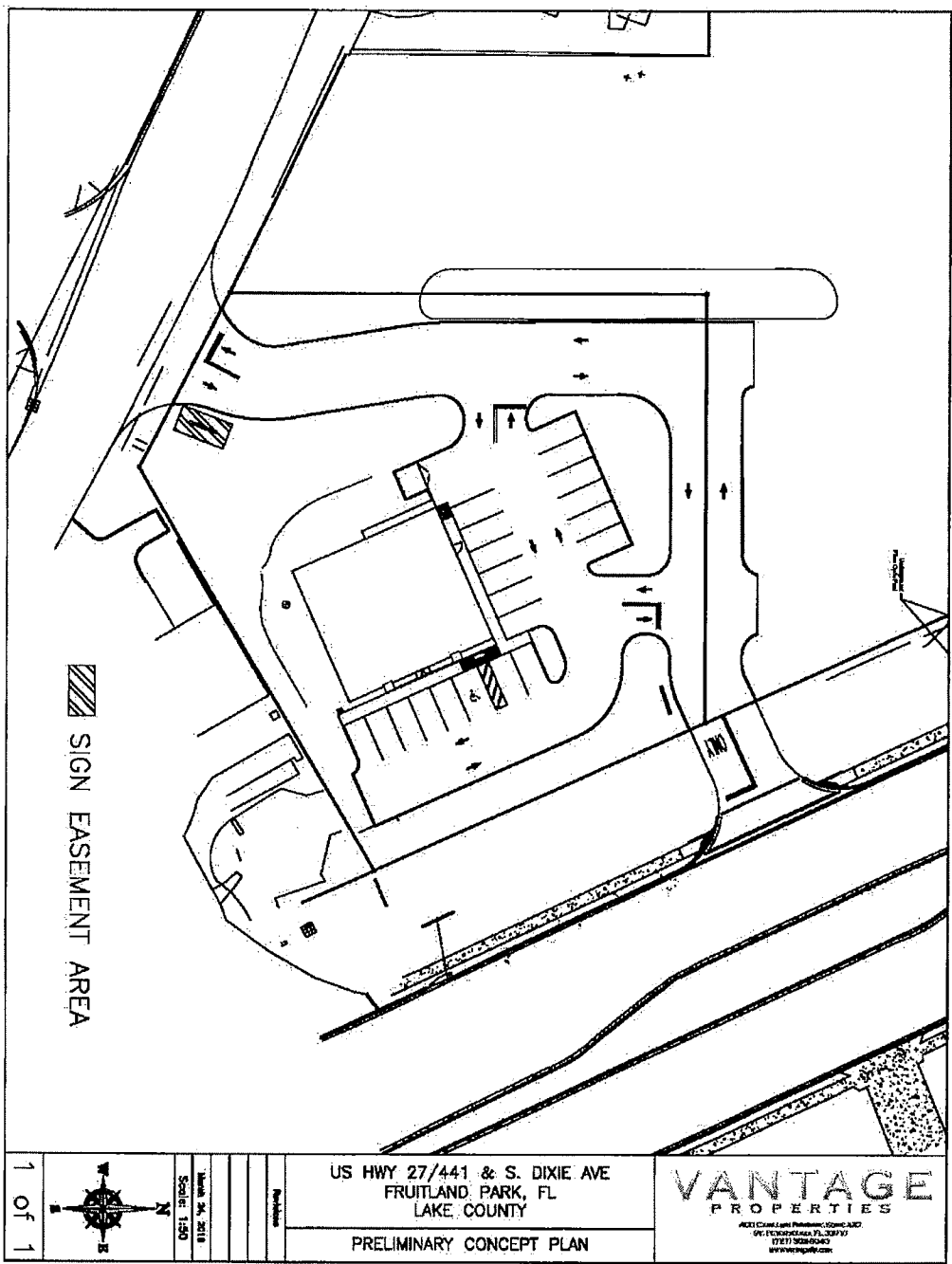


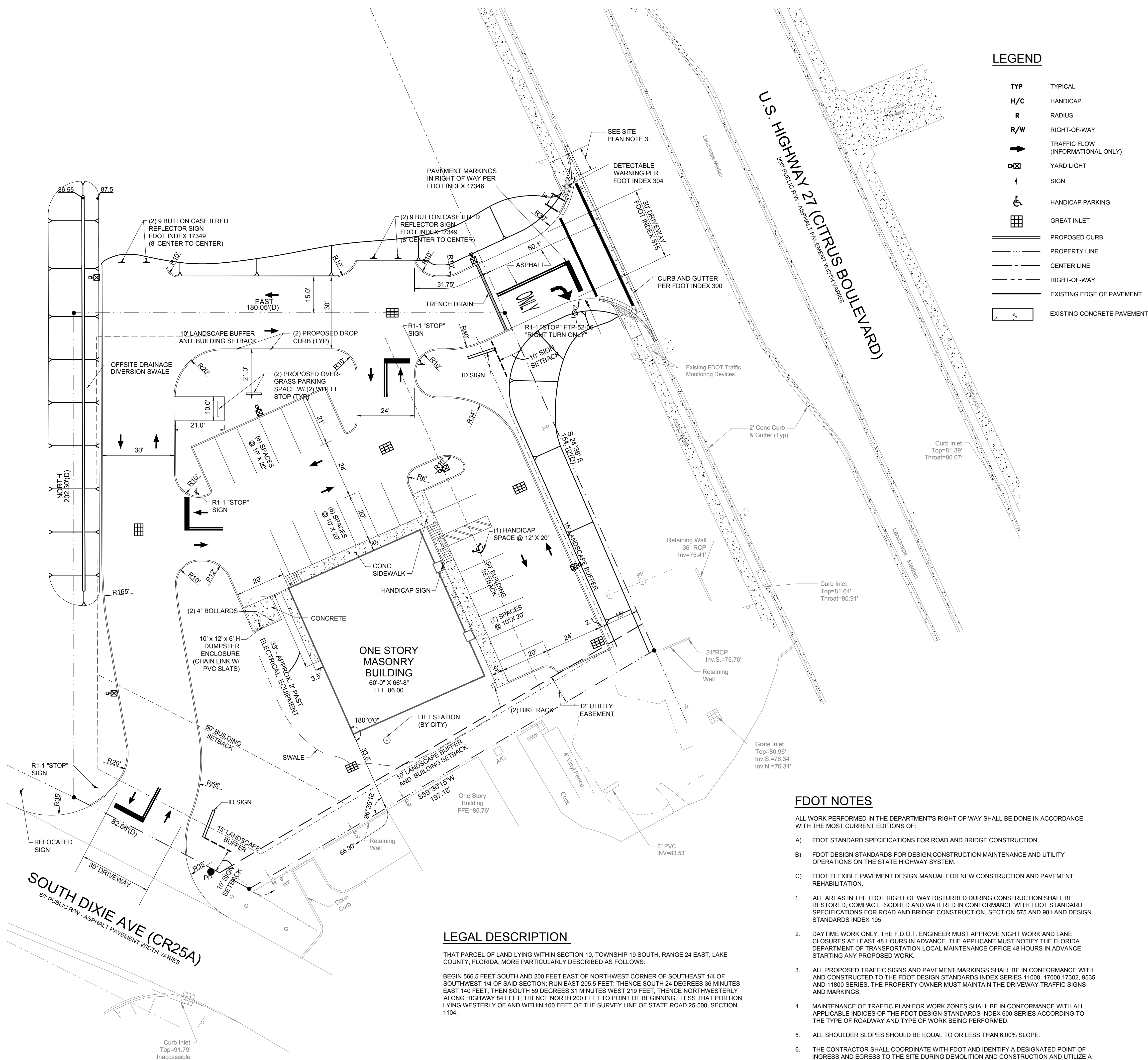
EXHIBIT E

SIGN EASEMENT AREA



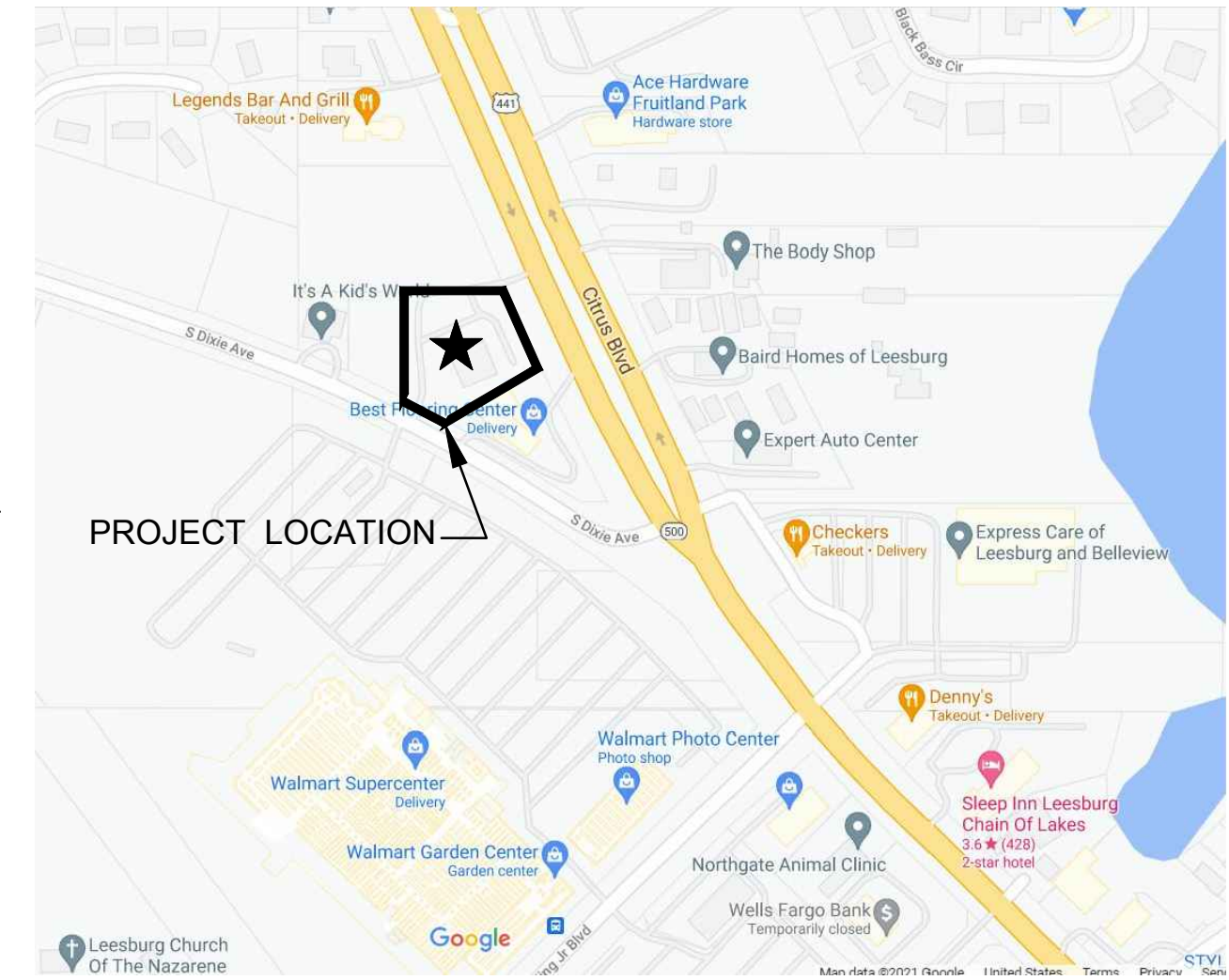
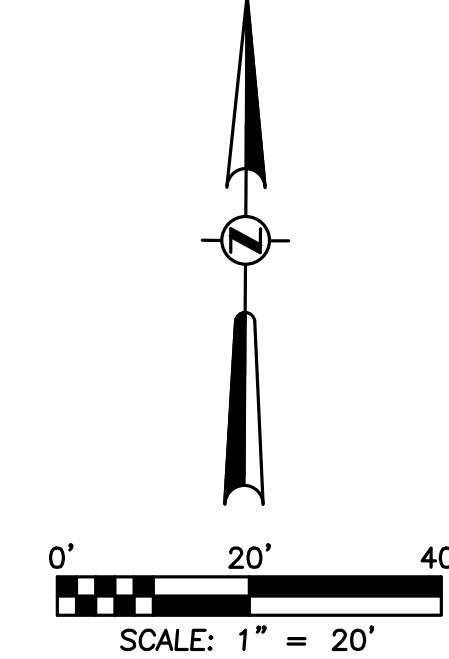
SITE ADDRESS: 3460 SOUTH US HWY 27/441





LEGEND

- TYP TYPICAL
- H/C HANDICAP
- R RADIUS
- R/W RIGHT-OF-WAY
- ➔ TRAFFIC FLOW (INFORMATIONAL ONLY)
- ☒ YARD LIGHT
- ↑ SIGN
- ♿ HANDICAP PARKING
- ▣ GREAT INLET
- PROPOSED CURB
- PROPERTY LINE
- CENTER LINE
- - - RIGHT-OF-WAY
- EXISTING EDGE OF PAVEMENT
- ▨ EXISTING CONCRETE PAVEMENT



LOCATION MAP

SITE DATA

1. SITE LOCATION 3460 SOUTH US HWY 27/441
2. SITE AREA CALCULATIONS TOTAL SITE: 44,074.22 S.F.
3. EXISTING ZONING C-2
4. PRESENT USE COMMERCIAL RETAIL
5. PROPOSED USE MEDICAL OFFICE / CLINIC
6. BUILDING SETBACKS

US HIGHWAY 27/441	50FT
SOUTH DIXIE BLVD.	50FT
SIDE (NORTH & SOUTH)	50FT
7. LANDSCAPE BUFFERS

US HIGHWAY 27/441	15FT
SOUTH DIXIE BLVD.	15FT
PERIMETER	10FT
8. SITE AREAS

VEHICULAR USE AREA (ONSITE)	20,260 S.F.
BUILDING AREA	4,026 S.F.
TRASH ENCLOSURE AREA	143 S.F.
SIDEWALK AREA	839 S.F.
STORMWATER POND	2,164 S.F.
TOTAL IMPERVIOUS AREA	27,432 S.F. (62.2%)
TOTAL PERVIOUS AREA	16,629 S.F. (37.8%)
TOTAL LOT AREA	44,061 S.F. (1.01 ACRES)
VEHICULAR USE AREA (OFFSITE)	2,932 S.F.
9. PARKING DATA

REQUIRED 1 SPACE PER 300SF OF FLOOR AREA	4,026 SF : 200 SF = 21 REQUIRED
TOTAL PROVIDED PARKING SPACES = 21	
10. WETLAND NOTE

THERE ARE NO EXISTING ON-SITE WETLANDS.

SITE PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB.
2. EXISTING IMPROVEMENTS SHOWN ARE TAKEN FROM THE BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY AMERICAN SURVEYING, INC., JOB ORDER NO. 02003915, DATED 2/26/15.
3. REMOVE AND EXTEND THE EXISTING SIDEWALK ON NORTH AND SOUTH SIDES OF DRIVEWAY 10' MINIMUM PLUS TO NEXT JOINT (SLOPE ON SIDEWALK NOT TO EXCEED 5% RUNNING SLOPE), INSTALLATION PER FDOT INDEX 310.

LAKE COUNTY NOTE

1. CONTRACTOR TO NOTIFY AND COORDINATE ALL WORK WITHIN THE LAKE COUNTY RIGHT OF WAY WITH LAKE COUNTY. ALL WORK, MATERIALS AND EQUIPMENT SHALL MEET ALL COUNTY CODES AND STANDARDS AND SHALL BE SUBJECT TO INSPECTION BY THE COUNTY. ALL RIGHT-OF-WAY DISTURBED BY THIS WORK SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER AND IN ACCORDANCE TO APPLICABLE COUNTY CODES. ALL DISTURBED AREAS MUST BE SODDED, MATCHING EXISTING GRASS TYPE. BAHIA SOD SHALL BE USED IF NO GRASS IS PRESENT AT TIME OF CONSTRUCTION.

LEGAL DESCRIPTION

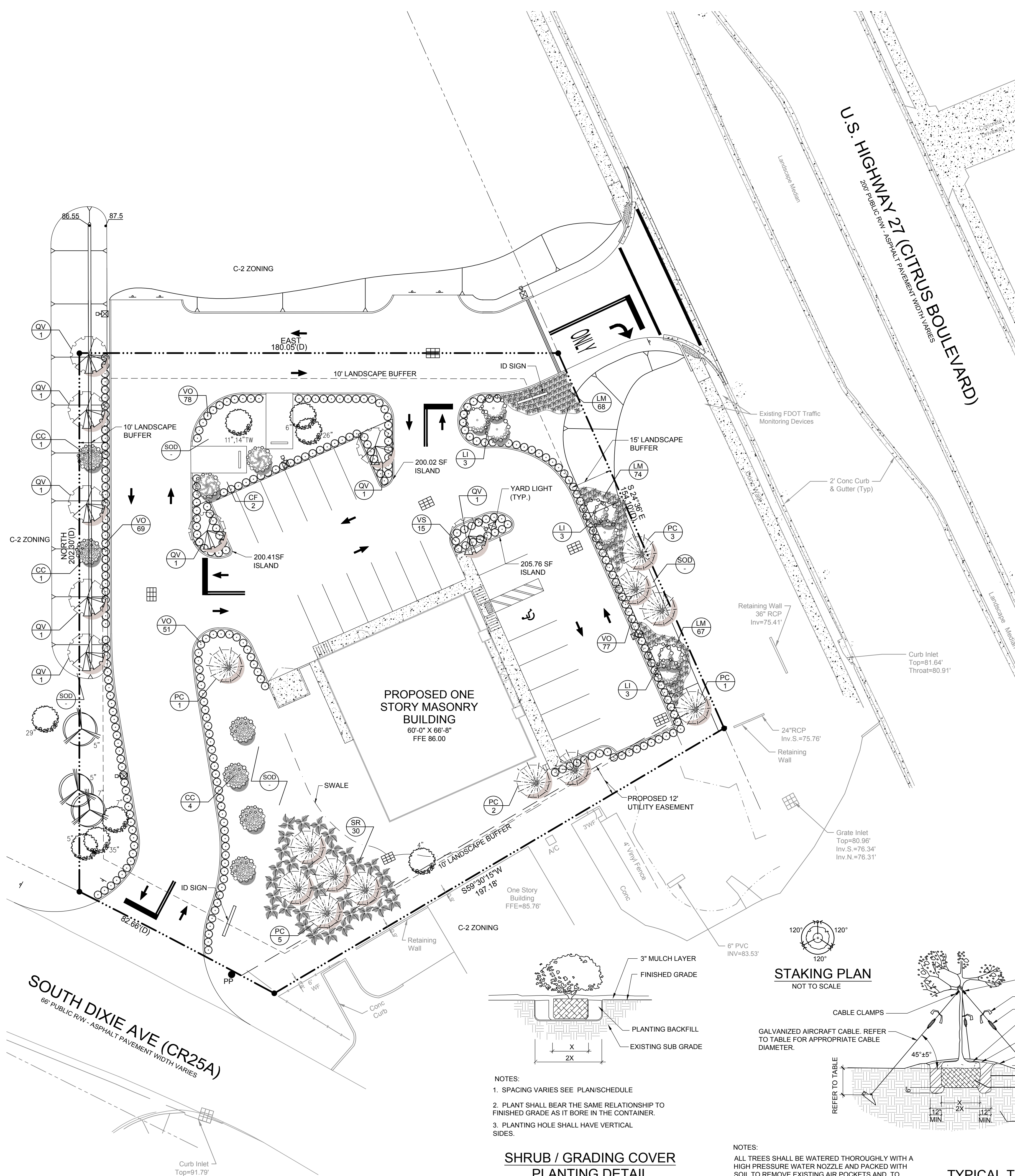
THAT PARCEL OF LAND LYING WITHIN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN 566.5 FEET SOUTH AND 200 FEET EAST OF NORTHWEST CORNER OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION, RUN EAST 205.5 FEET; THENCE SOUTH 24 DEGREES 36 MINUTES EAST 140 FEET; THEN SOUTH 59 DEGREES 31 MINUTES WEST 219 FEET; THENCE NORTHWESTERLY ALONG HIGHWAY 84 FEET; THENCE NORTH 200 FEET TO POINT OF BEGINNING. LESS THAT PORTION LYING WESTERLY OF AND WITHIN 100 FEET OF THE SURVEY LINE OF STATE ROAD 25-500, SECTION 1104.

FDOT NOTES

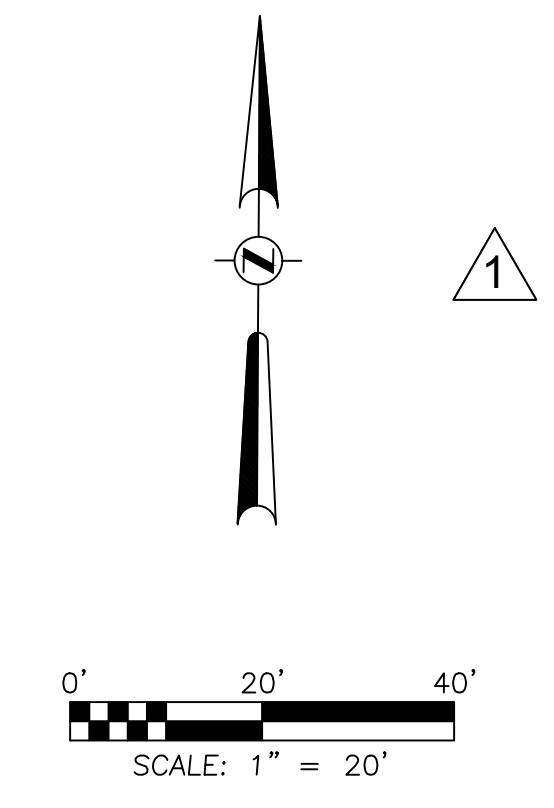
- ALL WORK PERFORMED IN THE DEPARTMENT'S RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF:
- A) FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 - B) FDOT DESIGN STANDARDS FOR DESIGN, CONSTRUCTION MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM.
 - C) FDOT FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION.
1. ALL AREAS IN THE FDOT RIGHT OF WAY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED, COMPACT, SODDED AND WATERED IN CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 575 AND 981 AND DESIGN STANDARDS INDEX 105.
 2. DAYTIME WORK ONLY. THE F.D.O.T. ENGINEER MUST APPROVE NIGHT WORK AND LANE CLOSURES AT LEAST 48 HOURS IN ADVANCE. THE APPLICANT MUST NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE OFFICE 48 HOURS IN ADVANCE STARTING ANY PROPOSED WORK.
 3. ALL PROPOSED TRAFFIC SIGNS AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH AND CONSTRUCTED TO THE FDOT DESIGN STANDARDS INDEX SERIES 11000, 17000, 17302, 9535 AND 11800 SERIES. THE PROPERTY OWNER MUST MAINTAIN THE DRIVEWAY TRAFFIC SIGNS AND MARKINGS.
 4. MAINTENANCE OF TRAFFIC PLAN FOR WORK ZONES SHALL BE IN CONFORMANCE WITH ALL APPLICABLE INDICES OF THE FDOT DESIGN STANDARDS INDEX 600 SERIES ACCORDING TO THE TYPE OF ROADWAY AND TYPE OF WORK BEING PERFORMED.
 5. ALL SHOULDER SLOPES SHOULD BE EQUAL TO OR LESS THAN 6.00% SLOPE.
 6. THE CONTRACTOR SHALL COORDINATE WITH FDOT AND IDENTIFY A DESIGNATED POINT OF INGRESS AND EGRESS TO THE SITE DURING DEMOLITION AND CONSTRUCTION AND UTILIZE A SOIL TRACKING PREVENTION DEVICE PER FDOT INDEX 106

Project Title	FLUENT - FRUITLAND PARK FRUITLAND PARK, FL 34731	Sheet Title	SITE PLAN
Prepared For:	FLUENT MIAMI, FLORIDA	Prepared by:	<i>Progressive</i> DEVELOPMENT GROUP, INC.
Revisions		Design	JMB
1	Description	Checked/OC	JMW
2	1	Drawn	AI
3	2	Project No.	30-449-00
4	3	Scale	AS NOTED
5	4	Date	07-02-2021



MATERIALS LIST

QTY	KEY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
8	QV	Quercus Virginiana	Live Oak	12' height, 1 1/2" caliper
12	PC	Pinus Clausa	Sand Pine	12' height, 1 1/2" caliper
6	CC	Cercis Canadensis	Redbud	6' height, 1 1/2" caliper
2	CF	Cornus Florida	Dogwood	6' height, 1 1/2" caliper
9	LI	Lagerstromia Indica	Crape Myrtle	6' height, 1 1/2" caliper
30	SR	Serenoa Repens	Saw Palmetto	3 gal. 30" ht. @ 36" o.c.
298	VO	Viburnum Odoratissimum	Sweet Viburnum	3 gal. 30" ht. @ 36" o.c.
209	LM	Lirope Muscari Evergreen Giant	Giant Lirope	8" height, 1 gallon @ 24" O.C.
-	SOD	Paspalum notatum	Bahia Sod	



BUFFER PLANTING REQUIREMENTS / PROVIDED

BUFFERS SHALL HAVE 4 CANOPY TREES, 2 UNDERSTORY TREES AND 15 SHRUBS PER 100 LINEAR FEET.

REQUIRED	PROVIDED	REQUIRED	PROVIDED
<ul style="list-style-type: none"> NORTH - 125 LF 5 CANOPY 2 UNDERSTORY 17 SHRUBS 	<ul style="list-style-type: none"> 4 EX. OAKS, 3 CRAPES (=1 CANOPY) 2 DOGWOODS 23 VIBURNUM 	<ul style="list-style-type: none"> SOUTH - 200 LF 8 CANOPY 4 UNDERSTORY 30 SHRUBS 	<ul style="list-style-type: none"> 1 EX. OAK, 7 PINES 4 REDBUD 30 PALMETTOS
<ul style="list-style-type: none"> WEST - 200 LF 8 CANOPY 4 UNDERSTORY 30 SHRUBS 	<ul style="list-style-type: none"> 3 EX. OAKS, 5 OAKS 2 EX. CEDAR, 2 REDBUDS CONTINUOUS VIBURNUM 	<ul style="list-style-type: none"> EAST - 132 LF 5 CANOPY 5 UNDERSTORY 20 SHRUBS 	<ul style="list-style-type: none"> 4 PINES, 3 CRAPES (=1 CANOPY) 3 CRAPES CONTINUOUS VIBURNUM

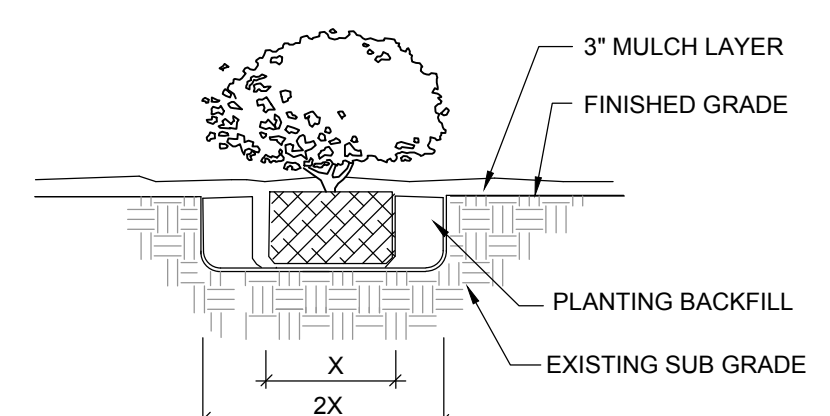
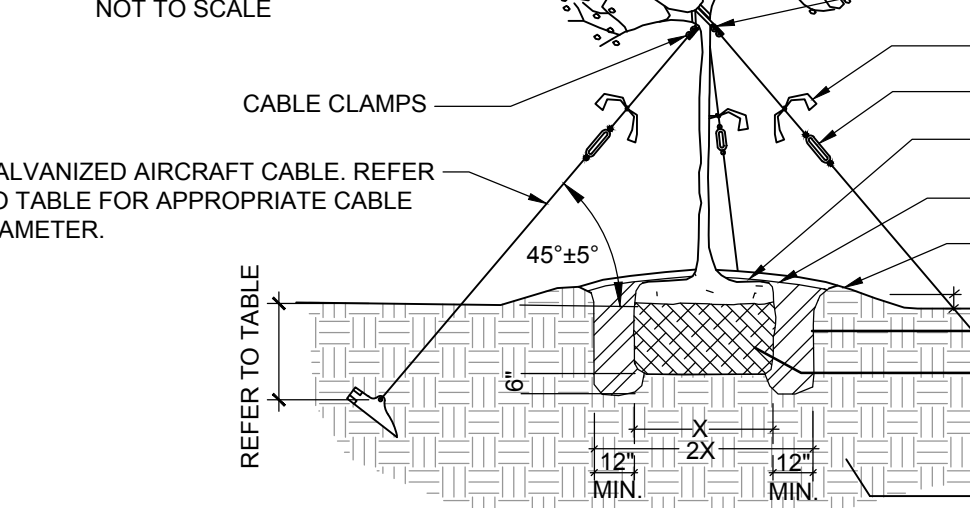
GENERAL LANDSCAPE NOTES:

- ALL LANDSCAPE MATERIAL SHALL BE FLA. NO. 1 GRADE OR BETTER, AS SPECIFIED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II, BY DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS FOR NURSERY STOCK. LANDSCAPE MATERIAL SHALL BE PLANTED ACCORDING TO SOUND NURSERY PRACTICES.
- ALL SHRUBS SHALL BE A MINIMUM OF 30" HIGH AT THE TIME OF PLANTING AND SPACED NO GREATER THAN 36" ON CENTER. SHRUBS SHALL NOT ADVERSELY IMPACT EXISTING TREE ROOT SYSTEMS AND SHALL BE FIELD ADJUSTED IF NECESSARY. ALL SHRUBS/HEDGE MUST BE MAINTAINED AT MINIMUM HEIGHT OF 36".
- ALL REQUIRED CANOPY TREES SHALL BE A MINIMUM OF 12' OVERALL HEIGHT WITH A MIN. 1 1/2" TRUNK CALIPER DIAMETER AT BREAST HEIGHT (DBH) AND A 4" SPRD. AT TIME OF PLANTING. SEE MATERIALS LIST FOR EXACT SPECIFICATIONS.
- ALL REQUIRED TREES SHALL BE LOCATED A MINIMUM OF 5 FEET FROM IMPERVIOUS SURFACES, ALL SHRUBS 2 FEET.
- AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM SHALL BE INSTALLED TO MAINTAIN THE LANDSCAPE AREA IN A HEALTHY MANNER AND PROVIDE 100% COVERAGE. THE IRRIGATION SYSTEM SHALL BE MAINTAINED IN AN OPERABLE MANNER AT ALL TIMES.
- THE SELECTED LANDSCAPE CONTRACTOR SHALL PROVIDE AN IRRIGATION PLAN PER THE CITY OF FRUITLAND PARK LANDSCAPE CODE, SECTION 164.110 FOR APPROVAL PRIOR TO COMMENCING WORK.
- ALL PLANTINGS SHALL BE MULCHED WITH A MINIMUM 3" LAYER.
- THE LANDSCAPE CONTRACTOR SHALL SOD ALL DISTURBED AREAS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN UP OF PREMISES AND REMOVAL OF ALL DISCARDED AND SURPLUS MATERIALS, AND RUBBISH.
- VERIFY THE LOCATIONS OF EXISTING TREES, LAWNS, AND SHRUBS. REMOVE EXTRANEOUS MATERIALS SUCH AS ROCKS, BRANCHES, BUILDING MATERIALS OR UNACCEPTABLE SOILS PRIOR TO PLANTING SOD, TREES, AND SHRUBS, WHERE ENCOUNTERED.
- CONTRACTOR SHALL BECOME ACQUAINTED WITH THE RELATED PAVING, SITE GRADING, AND ALL UTILITIES (INCLUDING WATER, SEWER, AND ELECTRICAL SUPPLY) TO PRECLUDE ANY MISUNDERSTANDINGS AND ENSURE A TROUBLE FREE INSTALLATION.
- THE EXACT LOCATION OF ALL EXISTING STRUCTURES, UNDERGROUND UTILITIES, AND PIPES MAY NOT BE AS INDICATED ON DRAWINGS; THE CONTRACTOR SHALL DETERMINE THE LOCATION OF THESE ITEMS AND SHALL CONDUCT HIS WORK IN A MANNER TO PREVENT INTERRUPTION OR DAMAGE TO EXISTING SYSTEMS WHICH MUST REMAIN OPERATIONAL. THE CONTRACTOR SHALL PROTECT EXISTING STRUCTURES AND UTILITY SERVICES WHICH MUST REMAIN OPERATIONAL AND SHALL BE RESPONSIBLE FOR THEIR REPLACEMENT IF DAMAGED BY HIM.
- CONTRACTOR SHALL CALL SUNSHINE STATE ONE-CALL AT LEAST 48 HOURS PRIOR TO DIGGING. (1-800-432-4770).
- QUANTITIES ON PLAN TAKE PRECEDENCE OVER MATERIALS LIST. QUANTITIES ON MATERIALS LIST ARE PROVIDED AS A COURTESY ONLY.
- ALL AREAS OF NEW PLANTING SHALL BE MULCHED WITH GRADE 'A' CYPRESS MULCH OR APPROVED EQUIVALENT.
- AREAS NOT PLANTED WITH TREES, SHRUBS, OR GROUNDCOVERS SHALL BE SODDED WITH BAHIA SOD.
- THE OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING ON-SITE AND IN THE GRASSED RIGHTS-OF-WAY ADJOINING LANDSCAPE AREAS.
- THE CITY OF FRUITLAND PARK MAY CONDUCT PERIODIC INSPECTIONS TO ASSURE COMPLIANCE WITH THE MAINTENANCE REQUIREMENTS OUTLINED IN THE CITY LANDSCAPE REQUIREMENTS AND TREE PROTECTION CODE, CHAPTER 164.

LEGEND

- TYP TYPICAL
- H/C HANDICAP
- R RADIUS
- R/W RIGHT-OF-WAY
- TRAFFIC FLOW (INFORMATIONAL ONLY)
- YARD LIGHT
- HANDICAP PARKING
- GREAT INLET
- PROPOSED CURB
- PROPERTY LINE
- CENTER LINE
- RIGHT-OF-WAY
- EXISTING EDGE OF PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- EXISTING CONCRETE PAVEMENT
- EXISTING OAK TREE
- EXISTING PALM TREE
- EXISTING ORNAMENTAL TREE
- EXISTING CEDAR TREE

STAKING PLAN
NOT TO SCALE

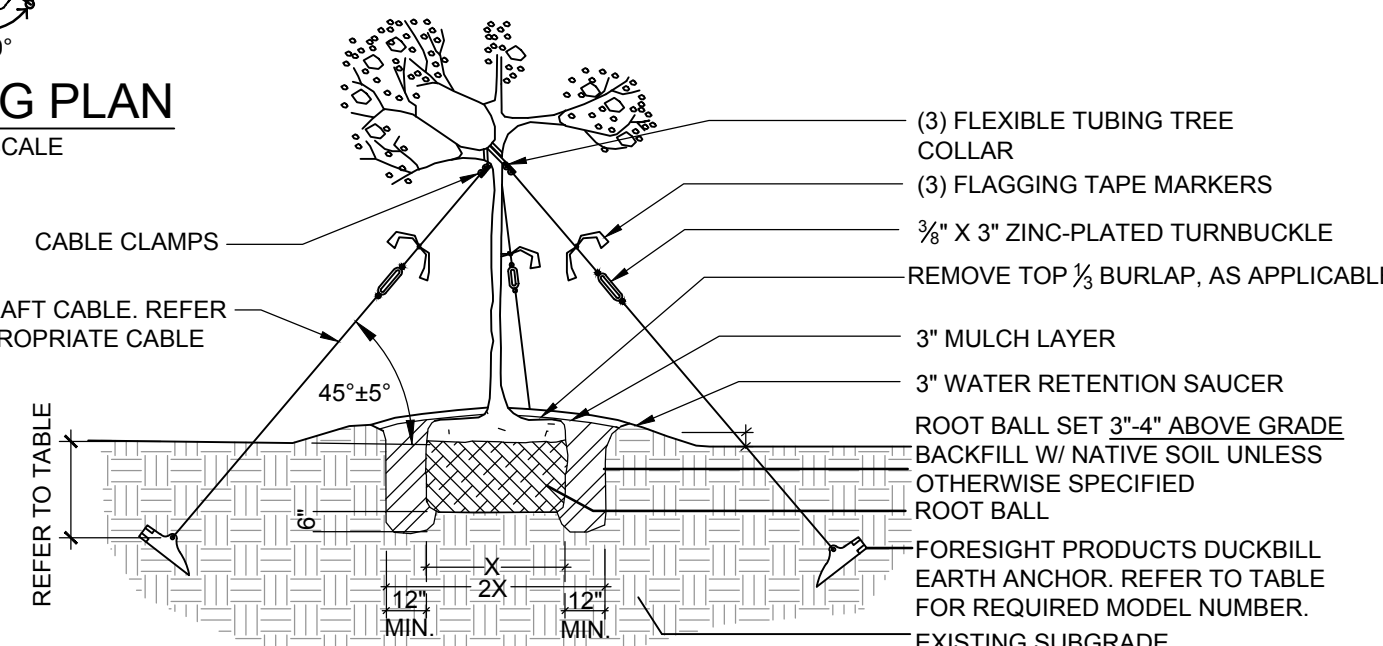


- NOTES:**
- SPACING VARIES SEE PLAN/SCHEDULE
 - PLANT SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS IT BORE IN THE CONTAINER.
 - PLANTING HOLE SHALL HAVE VERTICAL SIDES.

SHRUB / GRADING COVER PLANTING DETAIL
NOT TO SCALE

- NOTES:**
- ALL TREES SHALL BE WATERED THOROUGHLY WITH A HIGH PRESSURE WATER NOZZLE AND PACKED WITH SOIL TO REMOVE EXISTING AIR POCKETS AND TO PREVENT FURTHER TREE SETTLEMENT.

TYPICAL TREE PLANTING AT GRADE
NOT TO SCALE



TREES REMOVAL COUNT

- CANOPY TREES: 68 OAK TREES
- UNDERSTORY TREES: 1 CEDAR TREE 2 ORNAMENTAL TREES

TREES REPLACEMENT COUNT (25% OF TREES REMOVED)

- CANOPY TREES: 25% X 68 = 17 TREES REQUIRED
- UNDERSTORY TREES: 25% X 3 = 1 TREE REQUIRED

PER CITY OF FRUITLAND PARK "LANDSCAPE REQUIREMENTS AND TREE PROTECTION" CODE, SECTION 164.090, REPLACEMENT TREES MAY BE USED TO MEET THE REQUIREMENTS OF THE LANDSCAPE CODE STATED IN SECTION 164.30, "LANDSCAPE REQUIREMENTS".

REVISIONS

No.	Date	By	Description
1	11-16-2019	REVISED PER CITY COMMENTS	
2			
3			
4			

Prepared For: **FLUENT MIAMI, FLORIDA**

Prepared by: **Progressive DEVELOPMENT GROUP, INC.**

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Project Title: **FLUENT - FRUITLAND PARK**
FRUITLAND PARK, FL 34731

Sheet Title: **LANDSCAPE PLAN**

JAMES M. WINTER, P.E.
FL. REG. 18313

DATE: _____

THIS PLAN IS NOT VALID UNLESS SIGNED, DATED & RAISED SEAL AFFIXED

Sheet Number: **2**

FLUENT

CANNABIS CARE



FLUENT
CANNABIS CARE

