



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

Board Members: Al Goldberg, Chairman Daniel Dicus, Vice Chair Carlisle Burch Fred Collins Walter Birriel	Others: Michael Rankin, LPG Sharon Williams, Administrative Manager Emily Church, Office Assistant
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AGENDA
PLANNING & ZONING BOARD
JULY 21, 2022
6:00 PM

- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
- II. **ROLL CALL:**
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from April 21, 2022 included for review/comment.
- IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. Timbertop Lane (aka Miller Park) Planned Development & Large Scale Comp Plan Amendment (Alternate Key: 1287715)

A Planned Development and Large Scale Comp Plan Amendment application was submitted by Tara Tedrow of Lowndes Law on behalf of the owner, Stephanie Bailey Bouis and Patricia Bouis Thompson. The proposed development consists of approximately 24.52 ± acres of commercial uses and 44.03 ± acres consisting of a total of 486 units: 288 garden apartments and 198 townhomes. The proposed maximum height is 4 stories (approximately 45').

The *existing PUD*, known as Live Oak Center, allowed for 120 units (townhomes/apartments – 10 acres), 300,000 (30 acres) SF of commercial, and 200,000 (20 acres) SF of office with a maximum building height of 45 feet. The current future land use designation is Mixed Community (6 units/acre; Max 4/ac without sewer); development proposing future land use designation of General Mixed Use (12 units/acre; Max 4/ac without sewer). Additionally, the applicant is seeking to further amend the phasing of the proposed development as open ended.

The *proposed development* consists of 18.88 acres (27.5%) of commercial/office uses of 168,000 square feet; 6.88 acres (10.1%) of institutional uses of 209,784 square feet; and 42.79 acres (62.4%) of residential uses consisting of 25 townhomes (2-story) with 198 units and 7 apartments (3 story and 4

story) consisting of 288 units. The proposed townhome minimum net living area is 1,480 SF and the proposed apartment minimum net living area is 1,200 SF. The gross density is 11.43 units per acre.

The concept plan meets the minimum technical requirements of Chapter 154. Staff recommends approval of the PUD amendment and concept plan subject to the City Commission's concurrence with the applicant that the proposed open space meets the common open requirements of Chapter 154.

B. Reserve at Spring Lake Cove – PUD Amendment & Rezoning (Alternate Keys: 1287251, 1287600, 1504333, 1504341, 1504350, 1504368, 2669306, 3038550, 3801592, 3823815, 3823816, 3839947)

The subject site consists of 35.99 +/- acres and a portion of the site borders Zephyr Lake. The subject site's existing future land use is Multi-Family High Density (maximum of 15 units/acre). The applicant is seeking rezoning from R-2 (Single Family Low Density), R-15 (Multi-Family High Density Residential), Industrial and PUD (Planned Unit Development) to PUD for a 128 unit apartment complex. The apartment layout consists of 30 buildings some of which are 2-story with units ranging from 2 units to 7 units per building. It should be noted that the subject site is an extension of the existing Spring Lake Cove Apartments located to the east. The recreation amenities provided include a dog park, trails, 20' x 20' pavilion with 4 picnic tables and 2 grills, and lake overlook sitting area with 2 grills. It is the applicant's intent to also utilize the recreational amenities at Spring Lake Cove apartments which includes playground equipment. In addition, the applicant is seeking Preliminary Plan approval for the rezoning process. The applicant is also requesting a variable buffer width adjacent to the cul-de-sac located within the southwestern property boundary from 25' to 10' and to allow a 10' buffer adjacent to a small portion of the stormwater pond.

A PUD MDA amendment was concurrently submitted to city attorney for review/comments and subsequent submittal for city approval. The applicant is requesting both multi-family and single family use options. The multi-family option is part of the request for 128 apartments; the single family residence option is requested to be added to the MDA amendment to allow for 95 single family homes (with typical 65' lots). The maximum building height proposed is 35' with no phasing. Although a major site plan for 128 apartments has been submitted and is currently being reviewed, the applicant would like to have the option to withdraw this request and submit a new development application for a proposed 95 single family residences subdivision. Applicant proposes using city water service, fire protection and privately maintained stormwater management. Due to shifts in the housing market, the owner/applicant wishes to amend the language in the Master Development Agreement to allow greater flexibility with permitted uses.

Staff recommends approval for the PUD amendment & Rezoning.

BOARD MEMBERS' COMMENTS:

PUBLIC COMMENTS:

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

ADJOURNMENT:



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AGENDA MEETING NOTES
PLANNING & ZONING BOARD
APRIL 21, 2022
6:00 PM

- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** The meeting was called to order at 6:00 p.m. Sharon Williams led the invocation and pledge of allegiance.
- II. **ROLL CALL:** All P&Z Board members were present; LPG Rankin; Attorney Anita Geraci-Carver; Kelli Fielder and Sharon Williams of the City of Fruitland Park; Angel Rivera of A&B Engineering Consultants on behalf of Lake Myrtle Breezes; and; Tara Tedrow, Chuck Hiott, Rick Thometz, Jimmy Crawford, and Jim Kazaros on behalf of Crystal Lake Vista.
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Motion made and approved to accept meeting notes of March 17, 2022 with no comments, additions or deletions. Unanimously approved.
- IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

Mr. Goldberg read a statement concerning public meeting decorum and speaking order. Comments will be limited to 3 minutes which may not be able to be yielded to another speaker. The order of agenda was followed as outlined.

A. Lake Myrtle Breezes Amendment to Annexation Agreement (Alternate Key: 3845274)

Annexation Agreement Amendment submitted by Angel Rivera of A&B Engineering Consultants, PA on behalf of the owner, Eric Coe (Developer). The annexation agreement was approved on June 10, 2004. The annexation amendment is requested to remove the sidewalk requirements both within the Lake Myrtle Breezes subdivision and along Myrtle Lake Road from the subdivision entrance to the corner of County Road 468. The amendment would require a sidewalk to be constructed along the subdivision frontage within Tract A (identified by the above referenced alternate key). Tract A is approximately 658.7 linear feet and has been dedicated to the City of Fruitland park for right-of-way purposes. This subdivision does not contain recreational facilities and no pedestrian connectivity areas are located nearby. Interconnectivity requirements between adjacent subdivisions and vacant parcels was not adopted until 9/13/2007 (Ordinance 2007-028). Since this subdivision was approved prior to the aforementioned, interconnectivity does not apply.

Staff recommends approval of the Amendment to Annexation Agreement to allow the construction of a sidewalk along the subdivision frontage within Tract A. The aforementioned would be allowed in lieu of sidewalk construction within the interior ROW of the subdivision.

A motion and second was made to approve tabling this agenda item to a date certain of July 21, 2022. VOTE: 5 (approved) – 0 (opposed).

B. Crystal Lake Vista - Annexation, Comp Plan Amendment & PUD Application (Alternate Key: 1288606)

Members of the P&Z Board were greeted and introduction of the application was made by Michael Rankin of LPG. Annexation, Large Scale Comprehensive Plan Amendment (LSCPA) and Planned Unit Development applications submitted by Angel Rivera of A&B Engineering Consultants, PA on behalf of the owner, Crystal Lake Land Holdings, LLC. The applicant is requesting annexation to receive city services and develop a proposed single family residential subdivision. The proposed future land use (7 du/acres) is a decrease in and the proposed rezoning to PUD is consistent with the city's LDRs and Comprehensive Plan.

The subject property is currently zoned R-3 (Urban Medium Density) in Lake County and the proposed city zoning is PUD (Minimum lot size of 8,000 sf with central water and central sewer). The proposed zoning is compatible with the adjacent lands provided that the concept plan is amended to include a 25' landscaping buffer along the project boundary. A skink study or exemption letter will be needed prior to development. Additionally a 24' minimum road width (vice a proposed 20' width) will be required; The proposed development will consist of approximately 69 lots/, a 6ft fence along the eastern property line (next to the Glen), and will comprise approximately 24.04+, project shall , a proposed PUD zoning, shall connect to the city's water/sewer system..

264 certified letters to surrounding property owners mailed; 32 letters of opposition and 5 phone calls of opposition received to date; also, 9 letters returned undeliverable. Mr. Rankin reported that staff recommends approval of the annexation, small scale comprehensive plan amendment and planned unit development with the aforementioned requirements.

Chairman Goldberg requested that Mr. Angel Rivera come forward to discuss the project. Mr. River stated that the proposed development, a single family residential subdivision, is planning to develop 69 lots on the property; which is below the 30% reduction in the current allowed density in Lake County. Development standards of the city of Fruitland Park will be met. Per Mr. Rivera, they are not pursuing development with the wetlands, wetland buffers or flood zones. They are proposing connection to city sewer, meeting city standards of the city's LDRs.

Board member Dicus asked about traffic impact down CR 468. Mr. Rivera stated that there was no negative reported level of service impact response from Lake County. After questions answered by the board, the meeting was opened up for public comment. Chairman Goldberg stated that he would listen to public comment first before taking a vote on the matter.

Chuck Padgett, unincorporated Lake County, expressed his concern regarding traffic and traffic impact. Reported issues with potholes in 468 and whether road could handle additional density without upgrading the road. Although not opposed to development, he stated that the city should hold the developer responsible for any road impact.

Sharon Yutzy, unincorporated Lake County, stated her concern about environmental issues, wildlife and traffic. She stated that roads cannot handle the vehicular and pedestrian traffic. Concerned about stormwater travelling towards the lake and impacting the spring fed lake.

Lester Bott, unincorporated Lake County, expressed concerned about traffic issues and speeding.

Dillard McMahan, Fruitland Park, Presented photograph of property to share with P&Z Board Members. Concern with environment, floodplain.

Darryl Gill, Fruitland Park, discussed traffic concerns and being in unison with his neighbors; expressed concern against the development. He stated that the wanted to vote “no” on behalf of both he and his wife (in absentia).

Shannon Young, of Fruitland Park, owns 500 ft of lake front property and expressed concern over danger of the road.

Frederick Kinsey, of unincorporated Lake County, stated concern about danger of the road/traffic issues.

Greg Yoder, of unincorporated Lake County, expressed concern about traffic/road impact and leeching of fertilizer into the spring-fed lake.

There being no further comment from the public, Chairman Goldberg closed the public hearing and called for a roll call vote on the following:

ANNEXATION: Vote was unanimously approved with no opposition.

SSCPA: Vote was unanimously approved with no opposition.

PUD: Vote was 3 Approved (Board members: Birriel, Collins and Burch) and 2 Opposed (Board member Dicus and Chairman Goldberg); Majority approved.

C. Lake Saunders Groves PUD Amendment (Alternate Keys: 1284490, 1284503, 1284511, 1284805, 1284821, 1771617, 1771625, and 3883988)

PUD amendment request submitted by Jimmy Crawford, Esq on behalf of Lake Saunders Groves Land, LLP. The applicant is requesting an amendment to the existing PUD (Ordinance 2006-013) and associated Development Agreement to reduce the density from 542 units to 420 units; eliminate the potential for multi-family apartments; allow 50’ and 60’ lots; allow 20’ to 22’ townhome lots; reduce phasing from five (5) to two (2); remove language regarding potential road connection to US 441; allow for a pioneer agreement for utility extensions, and allow temporary irrigation wells until City reuse is available.

The project at buildout is anticipated to generate a population of 1,016 residents. The previously approved minimum lots were 60’ with a minimum lot size of 8,500 SF. The applicant is proposing a minimum lot size of 6,000 SF (50’ X 120’). The applicant is also requesting that in lieu of a 40% maximum building coverage for the single-family lots than an impervious surface ratio of 65% apply. The plan proposes 112 – 50’ lots; 118 – 60’ lots and 190 townhomes.

Staff recommends approval of the PUD amendment and recommends continued coordination with the city and Lake County Public Works regarding proposed roadways.

Vote: Unanimously approved with no opposition.

BOARD MEMBERS’ COMMENTS:

PUBLIC COMMENTS:

Chuck Padgett readdressed P&Z Board members requesting coordinated meeting be conducted with Lake County to address traffic issues and county involvement for the anticipated development of Crystal Lake. Other comments included posting solar sign for speeders.

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

ADJOURNMENT: The meeting was adjourned at 7:25 p.m.



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: Stephanie Bailey Bouis and Patricia Bouis Thompson
Address: 31217 Overbrook Street, Mount Plymouth, FL 32776
Phone: _____ **Email:** _____
Applicant Name: Tara Tedrow
Address: 215 N. Eola Drive, Orlando, FL 32801
Phone: 407-418-6361 **Email:** Tara.Tedrow@lowndes-law.com
Engineer Name: Kimley Horn
Address: 189 South Orange Avenue, Suite 1000, Orlando, FL 32801
Phone: 407-427-1610 **Email:** Brent.Lenzen@kimley-horn.com

Property and Project Information:

PROJECT NAME*: Timbertop Lane
 *A project name is required for all submissions. Please choose a name representative of the project for ease of reference.
Property Address: The parcel has not been assigned an address but is located on Timbertop Lane.
Parcel Number(s): 05-19-24-0003-000-02000 **Section:** _____ **Township:** _____ **Range:** _____
Area of Property: Timbertop Lane **Nearest Intersection:** Timbertop Lane and Miller Blvd.
Existing Zoning: PUD **Existing Future Land Use Designation:** Community Mixed Use
Proposed Zoning: MUPUD **Proposed Future Land Use Designation:** General Mixed Use
ing: Vacate land
 The property is presently used for: _____
 The property is proposed to be used for: 24.52 acres of commercial/retail use, 288 garden apartments and
 Do you currently have City Utilities? Yes 198 townhomes


Application Type:

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Annexation | <input checked="" type="checkbox"/> Comp Plan Amendment | <input type="checkbox"/> Rezoning | <input checked="" 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 type="checkbox"/> Minor Site Plan | <input type="checkbox"/> Replat of Subdivision | |

Please describe your request in detail: *Please see attached justification statement.

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: Tara L. Tedrow
Signature:  **Date:** 4/12/22

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:

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

Conditional Use Permit Applications:

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

Subdivision Applications:

(Preliminary Plan, Improvement Plan and Final Plat)

- As Described in LDRs, Chapter 157

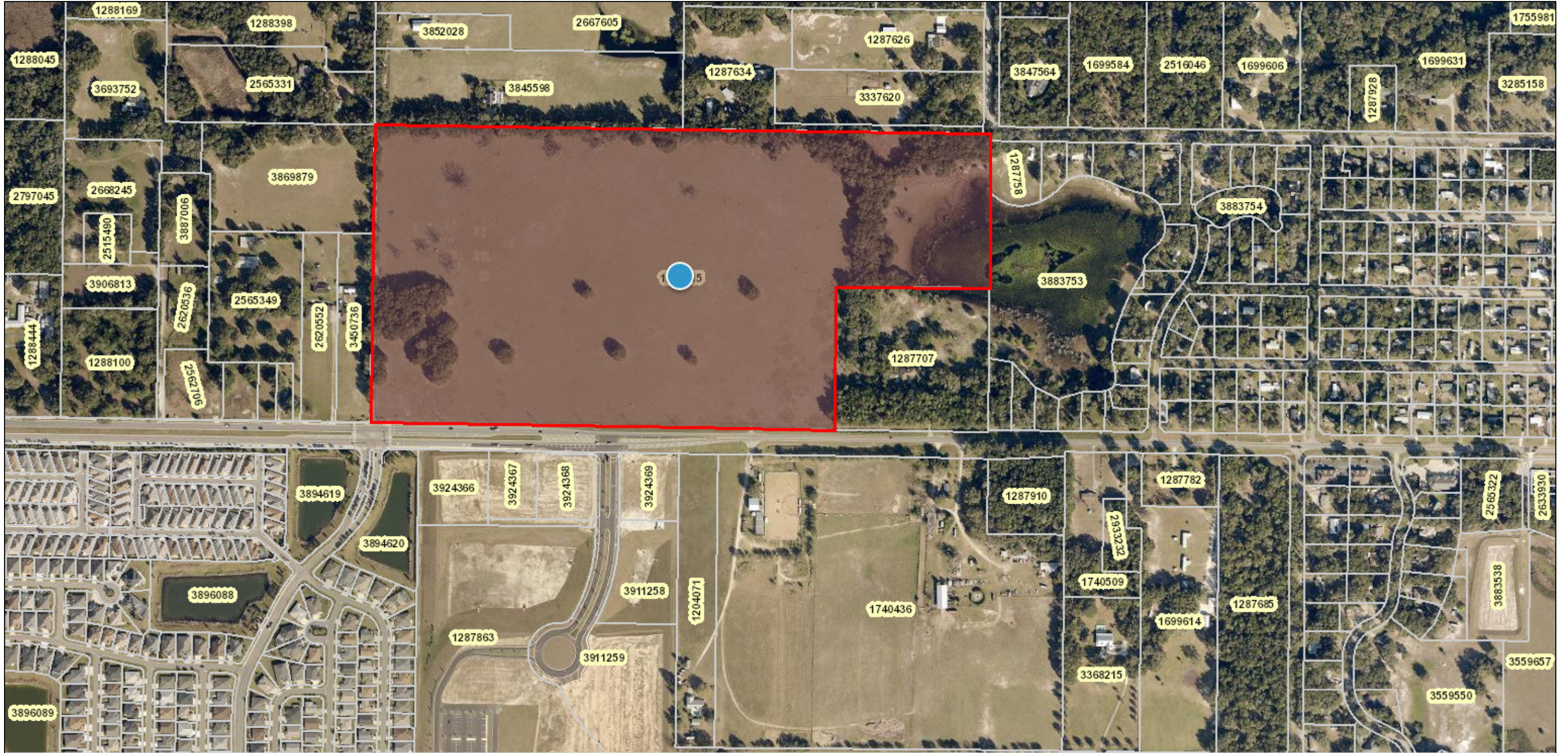
Minor Subdivision Applications:

- As Described in LDRs, Chapter 157

Site Plan Applications:

- As Described in LDRs, Chapter 160

Timbertop Lane



April 20, 2022

pointLayer



Override 1



Surrounding Counties

polygonLayer



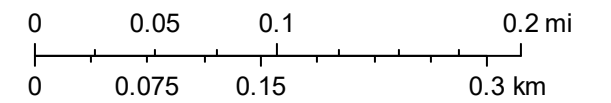
Override 1

Tax Parcels Alternate Key



Tax Parcels

1:5,000



Lake County Property Appraiser
Lake BCC

ORDINANCE 2022-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 68.55 ± ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PUD TO CITY OF FRUITLAND PARK MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING AN AMENDED MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Tara Tedrow, Esq., as Applicant, on behalf of Stephanie Bailey Bouis and Patricia Bouis Thompson, Owner, requesting that approximately 68.55 acres of real property generally located on Timbertop Lane (the "Property") be rezoned from City of Fruitland Park PUD to the City of Fruitland Park Mixed Use Planned Unit Development (MUPUD) within the city limits of Fruitland Park; and

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

WHEREAS, said property is the subject of the Live Oak Center Master Development Agreement dated January 27, 2010 recorded March 11, 2010 in Official Records Book 3881 Pages 761-772, of the Public Records of Lake County, Florida (the "Master Development Agreement"); and

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

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

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fruitland Park, Florida, as follows:

Section 1. The following described property consisting of approximately 68.55 ± acres of land generally located on Timbertop Lane shall hereafter be designated as MUPUD, Mixed Use Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described and depicted as set forth on **Exhibit "A"**. The Property shall hereafter be developed according to the Amended Development Agreement attached hereto as **Exhibit "B"**, which includes, but is not limited to, the concept plans attached to the Amended Development Agreement.

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

Section 3. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

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

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

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2022.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION AND MAP

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 5, Township 19 South, Range 24 East, in Lake County, Florida, LESS the right of way of State Road No. S-466A.

EXHIBIT "B"
AMENDED DEVELOPMENT AGREEMENT

EXHIBIT "B"

AMENDED MASTER DEVELOPMENT AGREEMENT

THIS AMENDED MASTER DEVELOPMENT AGREEMENT ("Amended Agreement") is entered into and made as of the ____ day of _____, 202__ between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and _____ (hereinafter referred to as the "Owner").

RECITALS

1. The City and FRANK STEPHAN BOUIS, TRUSTEE OF THE FRANK STEPHAN BOUIS FAMILY TRUST DATED OCTOBER 16, 2008, entered into the Like Oak Center Master Development Agreement on January 27, 2010 (the "Original Agreement") regarding the annexation, rezoning and future land use designation for the property described and depicted as set forth on Exhibit "A" attached to and incorporated in this Amended Agreement (hereafter referred to as the "Property").

2. Owner has filed applications for an amendment to the Original Agreement to update the development program for the Property to maximize opportunities for development in line with the City's desired planning principles and current market demands.

3. Owner represents that he is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Amended Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Amended Agreement.

4. The City of Fruitland Park has determined that the development of the Property presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

5. The City of Fruitland Park has determined that the proposed development is consistent with the City's comprehensive plan and land development regulations.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Amended Agreement. All exhibits to this Amended Agreement are hereby deemed a part thereof.

Section 2. **Land Use/Development.** Development of the Property shall be substantially consistent with the "Miller Park Conceptual Site Plan" attached as Exhibit "B" (the "Plan").

Section 3. **Phasing.** Owner may develop the Property in multiple phases.

Section 4. Development Standards. City and Owner agree that the land uses for the development of the Property shall be substantially as follows:

- | | | | |
|----|--|---|--|
| A. | Commercial/Retail/
Office | <u>300,000 SF (max commercial)*</u>
<u>50,000 SF (max office)*</u>

168,000 sq-ft. <u>SF (proposed only for commercial)</u> | <u>*575,688 SF of commercial/retail/office uses are permitted under a .70 FAR, but Owner shall not exceed the maximum amounts noted herein</u> |
| B. | Institutional/

Medical | Approx. 18.88 Acres
<u>209,784 SF max</u>

Approx. 6.88 Acres 209,785, sq ft | |
| C. | Maximum ISR: .80

Maximum FAR: .70 | | |
| D. | Garden Apartments | Approx. 23.75 Acres | 288 Units Total |
| E. | Townhomes | Approx. 20.28 Acres | 198 Units Total |

Section 5. Permitted Uses and Development Standards.

A. **Non-Residential Uses:** The following uses shall be permitted:

- (1) Big box retail (i.e. commercial retail stores with over 40,000 square feet of floor area)
- (2) Offices for professional services
- (3) Personal services
- (4) Convenience stores without fuel operations
- (5) Laundry and dry-cleaning retail stores
- (6) Day care centers
- (7) Adult Congregate Living Facilities
- (8) Licensed Community Residential Homes, Group Homes, Foster Care Facilities with more than six (6) residents
- (9) Clubs, Lodges and Fraternal Organizations
- (10) Financial Services

- (11) Office Supply
- (12) Retail Sales & Services
- (13) Business Services
- (14) Bed & Breakfast Inn
- (15) Medical Office/Clinic
- (16) Convenience stores with fuel operations
- (17) Restaurants and coffee shops (drive in/up or sit down)
- (18) Banks
- (19) Athletic/Sports Facility
- (20) Game/Recreation Facility
- (21) Health/Exercise Club
- (22) Veterinary Office
- (23) Package liquor store
- (24) Pharmacy
- (25) Car wash (primary and incidental, including automated and self-service)
- (26) Retail sales of autoparts and incidental vehicle servicing
- (27) Hotel
- (28) Self-storage facilities

(29) ~~(28)~~ Any use not listed may be allowed as a conditional use pursuant to Chapter 155 of the City Land Development Code (“LDC”).

B. Residential Uses. The following uses shall be permitted:

(1) Single-family attached residential dwelling units (townhomes for rent or fee simple ownership)

~~(2) Single-family detached residential dwelling units (for rent or fee simple ownership)~~

~~(3) Two-family (duplex) residential dwelling units (for rent or fee simple ownership)~~

(2) ~~(4)~~ Multi-family residential dwelling units

(3) ~~(5)~~ Condominium dwelling units (for rent or fee simple ownership)

(4) ~~(6)~~ Customary accessory structures incidental to the principal use not to exceed 30% of living area of the principal dwelling unit, or 450 square feet, whichever is greater.

- C. **Building Height.** Provided that prior to any building permits being issued, all applicable agencies and governmental entities with jurisdiction confirm, in writing, that adequate fire protection is available to the Property, the maximum building height within the Property shall be 45 feet.
- D. **Use Variation.** Land use quantities and acreages of the different uses on the Property may vary provided the cumulative development remains within the densities and intensities set forth herein.
- E. **Setbacks.** Perimeter building setbacks shall be 20' with the exception of CR 466A which will be 50'.

Townhomes:

- i. Minimum Building Setbacks
 - a. Front: 20 feet
 - b. Front-Garage: 25 feet
 - c. Side: 10 feet (between building pads)
 - d. Side: 12.5 feet (building to street)
 - e. Side: 0 feet (between units)
 - f. Rear: 15 feet, except 5' for patio, pool and screen structures
- ii. Minimum Living Area: 1,480 SF
- iii. Minimum Lot Width: 20 feet
- iv. Minimum Lot Area: 2,000 SF
- v. Maximum Impervious Surface Ratio (Lots): 75%
- vi. Maximum Number of Attached Units: 6

Apartments:

- i. Minimum Living Area: 600 SF
- ii. ~~i.~~ Minimum Building Setback
 - a. Front: 20 feet from edge of pavement
 - b. Side: 20 feet between buildings
 - c. Rear: 35' from Ordinary High Water Line of Lake

F. Residential Design Standards and Architectural features. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the residential units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.

- 1) Dormers
- 2) Gables
- 3) Recessed or raised entries
- 4) Covered porch entries
- 5) Cupolas
- 6) Pillars or decorative posts
- 7) Bay window (minimum 12 inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Front windows with arched glass tops and minimum 4-inch trim

b. **Building Materials.** Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
- 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.)
- 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

Section 6. Property Owners Association. In the event there are multiple owners for separate portions of the Property, then the Owner shall establish a property owners association for each parcel with multiple owners of common areas, which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas. Owner shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Section 7. Pedestrian and Bicycle Trails. Owner agrees to construct sidewalks to City standards on at least one side of a portion of the right of way within the Property. Additionally, Owner agrees to dedicate a 15-foot pedestrian and bicycle trail as set forth on the Plan and to maintain, or require the property owners' association to maintain, this area until and unless another entity suitable to City accepts maintenance responsibility. In this regard, if requested by City, Owner agrees to deed said property to City or some other governmental entity in conjunction with the use of that area as a pedestrian/bicycle trail after which the City or other deeded entity shall be reasonable to maintain such improvements. City agrees that this area shall be counted in determining setbacks for the Property, provided that no vertical improvements are constructed within the area that would conflict with the intended use as a pedestrian or bicycle trail. The pathways shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such pathways. Further, the pathways shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities.

Section 8. Road Improvements. Owner shall be responsible for conducting a traffic study, and subsequently designing and constructing all transportation improvements based on such study. The City shall, under no circumstances, be financially responsible for the study and/or improvements. Specifically, Owner acknowledges that City anticipates a second access to the Property from Timbertop Lane will be necessary. Owner shall accordingly be responsible for providing such additional access and for improving Timbertop Lane within the Property boundaries if required by City in conjunction with City's review of the site plan for the Property. All roads shall be constructed in accordance with applicable City standards. Additionally, Owner shall provide stormwater retention associated with the roads either within the right-of-way or on the Property. [Depending on whether the townhome units on the Plan are sold for fee simple ownership or are for rent will impact the roadway widths required; depending on the townhome ownership structure, the plan will meet the requirements of the Code.](#)

Section 9. Lighting. Owner shall submit a site lighting plan in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from the residential portions of the Property to prevent illumination onto adjacent residential property from exceeding 0.5 foot candles while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner and thereafter maintained by the property owners association.

Section 10. Water, Wastewater, and Reuse Water. Owner and his successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. No private wells will be allowed within the Property. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines). All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 11. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time. Owner agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Amended Agreement for all units as building permits are issued for such units at the then existing rate. If impact fees

increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of platting and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 12. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City reasonably deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services, provided that the City's request for such easements or right of way is made during the platting process or site development process for those parcels which are not platted.

Section 13. Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation.

Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner or assignee shall maintain such areas until such maintenance responsibility has been assumed by the appropriate property owners' association.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Section 14. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County or the Federal Emergency Management Agency.

Section 15. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other property owners within the City.

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

Section 17. **Final Approvals.** Prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, construction plans, or final plat for the residential portions of the Property or a Final Site Plan for the commercial/office portions of the Property shall be prepared and submitted for review and approval in the manner required by the City's ~~Land Development Code~~[LDC](#), as amended.

Section 18. **Environmental Considerations.** Owner shall comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 19. **Solid Waste Disposal Facilities.** Owner shall provide solid waste disposal facilities for the townhomes, condominiums and commercial office and commercial retail units that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations.

Section 20. **Signage.** Owner shall submit a master sign plan as a component of the final plat for the residential portions of the Property and a final site plan (i.e., construction plan) for the commercial/office portions of application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

Section 21. **Title Opinion.** Owner shall provide to City, in advance of the City's execution of this Amended Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 22. **Compliance with City Laws and Regulations.** Except as expressly modified herein, all development of the Property shall be subject to compliance with the City's ~~Land Development Regulations and City Code~~[LDC](#) provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 23. **Due Diligence.** City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Amended Agreement. City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 24. Enforcement/Effectiveness. A default by either party under this Amended Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes.

Section 25. Governing Law. This Amended Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 26. Binding Effect; Assignability. This Amended Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Amended Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Amended Agreement shall run with the land and be binding on all successors and/or assignees. The parties hereby covenant that they will enforce this Amended Agreement and that it is a legal, valid, and binding agreement.

Section 27. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 28. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Amended Agreement as if set forth in full herein.

Section 29. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City: City Manager
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, Florida 34731
352-360-6727 Telephone

Copy to: Mayor
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, Florida 34731
352-360-6727 Telephone

Scott A. Gerken, Esquire
City Attorney
4850 N. Highway 19A
Mount Dora, FL 32757
352-357-0330 Telephone

As to Owner:

5555 S. Kirkman Road, Ste. 201
Orlando, FL 32819
Attn: Randy Hodge

Copy to:

Lowndes Law
215 N. Eola Dr.
Orlando, FL 32801
Attn: Tara L. Tedrow, Esq.
Tara.tedrow@lowndes-law.com

Section 30. **Entire Agreement.** This Amended Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Amended Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 31. **Term of Agreement.** The term of this Amended Agreement shall commence on the date this Amended Agreement is executed by both the City and Owner, and shall terminate thirty (30) years thereafter; provided, however, that the term of this Amended Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 32. **Amendment.** Amendments to the provisions of this Amended Agreement shall be made by the parties only in writing by formal amendment.

Section 33. **Severability.** If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

**SIGNED, SEALED AND DELIVERED IN [OWNER]
THE PRESENCE OF:**

Witness Signature

By:

**SIGNED, SEALED AND DELIVERED IN CITY OF FRUITLAND PARK
THE PRESENCE OF:**

Witness Signature

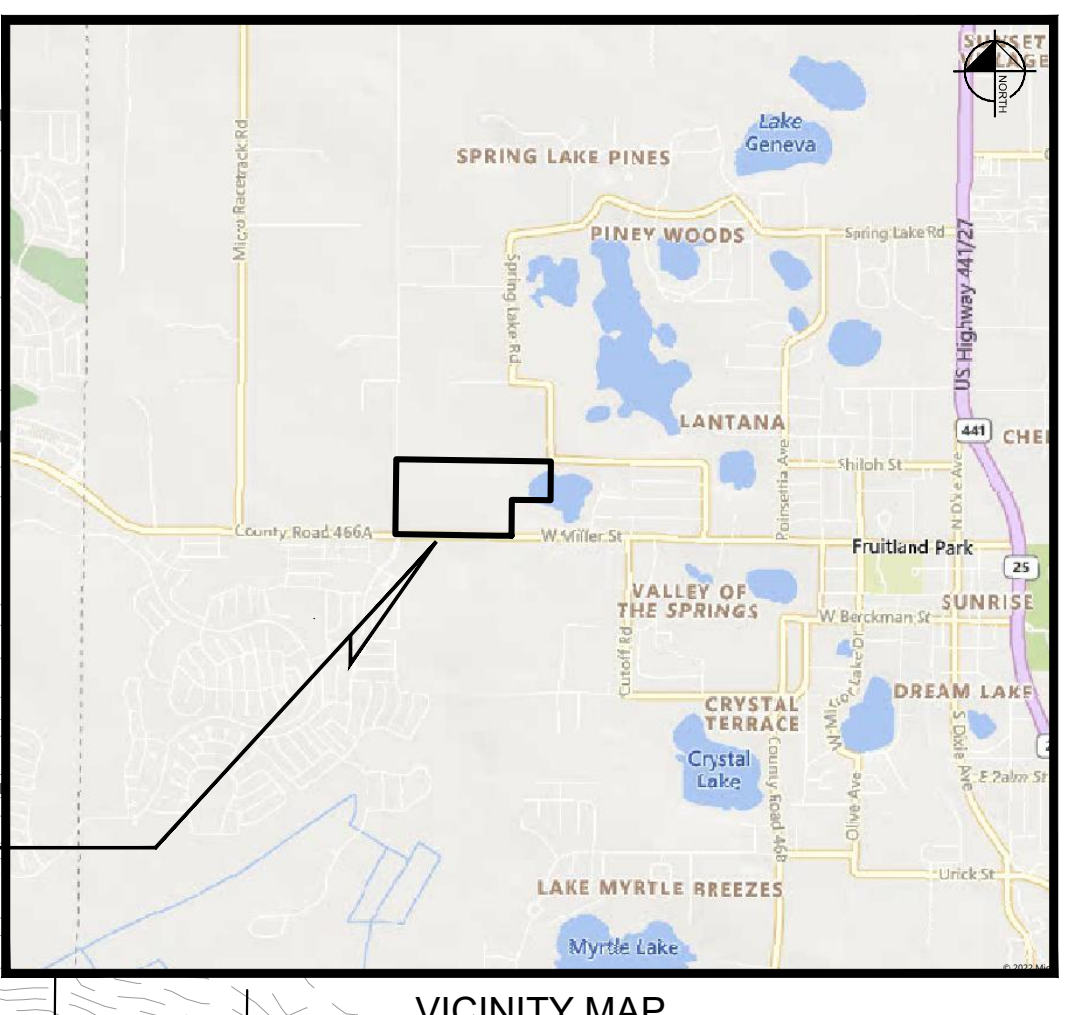
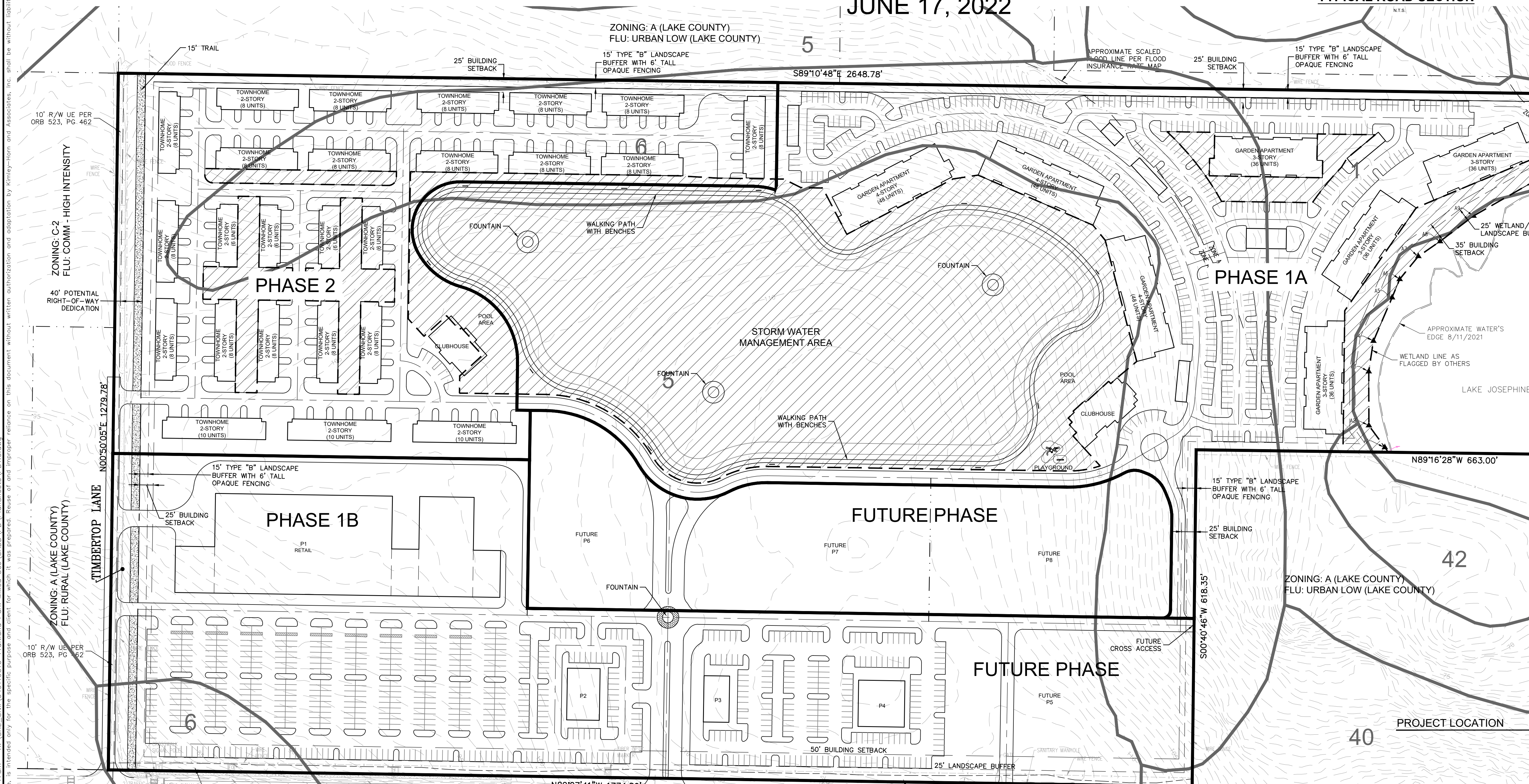
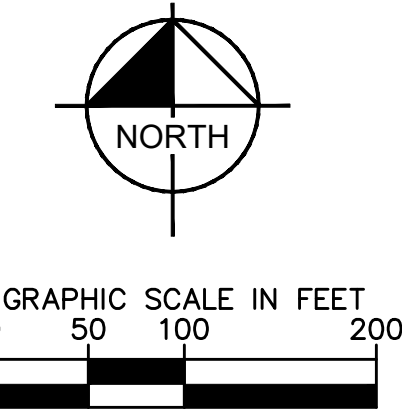
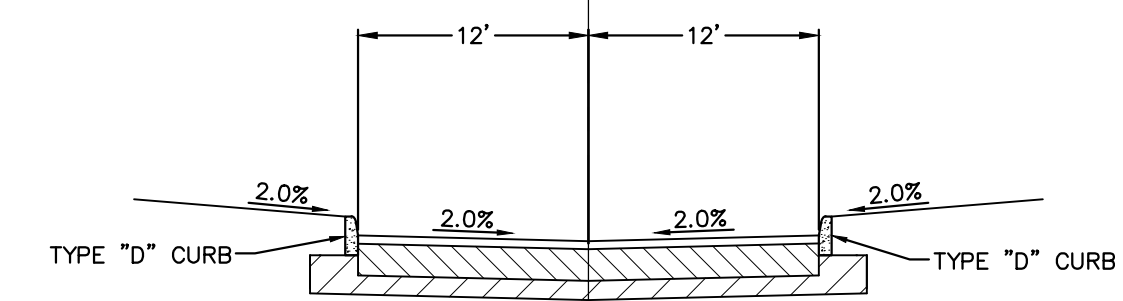
By:

MILLER PARK PD

Fruitland Park, Florida

Parcel ID: 051924000300002000

JUNE 17, 2022



LEGAL DESCRIPTION:
 THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS THE RIGHT OF WAY OF STATE ROAD NO. S-466-A.
 FOR A TOTAL AREA OF 68.55 ACRES MORE OR LESS.

SOIL LEGEND
 1 SPARR SAND
 5 APOPKA SAND, 0 TO 5 PERCENT SLOPE
 6 APOPKA SAND, 5 TO 12 PERCENT SLOPE
 4 FLACID AND MYAKKA SANDS, DEPRESSIONAL
 42 POMPAHO SAND
 99 WATER

SITE DATA:
 TOTAL SITE AREA: 68.55 ACRES
 WETLAND/LAKE AREA: 3.22 ACRES
 TOTAL DEVELOPABLE AREA: 65.33 ACRES
 ZONING: MUPUD
 EXISTING FUTURE LAND USE: MIXED COMMUNITY
 PROPOSED FUTURE LAND USE: GENERAL MIXED USE
 MAXIMUM ISR: 0.80
 MAXIMUM FAR: 0.70
 MINIMUM OPEN SPACE/PARKS AND RECREATION: 20%
 PROVIDED OPEN SPACE: 25%

SERVICES
 WATER/SEWER: CITY OF FRUITLAND PARK
 FIRE: CITY OF FRUITLAND PARK
 NATURAL GAS: SECO

SETBACKS

	BUILDING	LANDSCAPE*
NORTH:	25 FT	15 FT
SOUTH (CR 466A):	50 FT	25 FT
EAST:	25 FT	15 FT
WEST:	25 FT	15 FT
LAKE JOSEPHINE:	35 FT**	25 FT**

*INTERNAL (BETWEEN USES) LANDSCAPE BUFFERS WILL BE 10 FEET.
 **FROM ORDINARY HIGH WATER LINE PURSUANT CHAPTER 165.

PARKING:
 ALL PARKING INCLUDING BICYCLE PARKING WILL BE IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE UNLESS A VARIANCE IS GRANTED.

COMMERCIAL (P1 - P5)
 TOTAL AREA: 18.88 ACRES (27.5%)
 MAXIMUM FAR: 0.70
 MAXIMUM BUILDING AREA: 575,688 SF
 MAXIMUM BUILDING HEIGHT: 35 FEET
 PROPOSED BUILDING AREA: 168,000 SF
 PROPOSED FAR: 0.20

INSTITUTIONAL (P6 - P8)
 TOTAL AREA: 6.88 ACRES (10.1%)
 MAXIMUM FAR: 0.70
 MAXIMUM BUILDING AREA: 209,784 SF
 MAXIMUM BUILDING HEIGHT: 35 FEET
 BUILDING AREA: 209,784 SF
 FAR: 0.70

PROJECTED PHASING
 THIS DEVELOPMENT IS TO BE DEVELOPED IN MULTIPLE PHASES:
 PHASE 1A: GARDEN APARTMENTS AND STORM WATER MANAGEMENT AREA
 PHASE 1B: COMMERCIAL (P1-P4)
 PHASE 2: TOWNHOMES
 P5 - P8 WILL BE DEVELOPED IN THE FUTURE.

GENERAL NOTES:
 THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE DUE TO ENGINEERING AND OTHER INFLUENCES.

MULTI-FAMILY RESIDENTIAL
 TOTAL AREA: 42.79 ACRES (62.4%)
 MINIMUM LIVING AREA: 600 SF
 MAXIMUM BUILDING HEIGHT: 45 FEET
 MAXIMUM PERMITTED DENSITY: 12 UNITS/ACRE

(2) 2-STORY TOWNHOMES: 198 UNITS
 (3) 4-STORY BUILDINGS (48 UNITS): 144 UNITS
 (4) 3-STORY BUILDINGS (36 UNITS): 144 UNITS
 TOTAL UNITS: 486

GROSS DENSITY (486 UNITS / 42.79 AC): 11.43 UNITS/ACRE

TOWNHOME UNIT SIZE: 39'x38'
 TOWNHOME NET LIVING AREA: 1,480 SF

GARDEN APARTMENT SIZE: 35'x34'
 GARDEN APARTMENT NET LIVING AREA: 1,200 SF

PROJECT TEAM

OWNER/DEVELOPER:
 INTRAM INVESTMENTS, INC.
 5555 S. KIRKMAN RD., SUITE 201
 ORLANDO, FL 32819
 CONTACT: KELLY FROELICH
 PHONE: (407) 701-5205
 EMAIL: kfroelich@intram.com

SURVEYOR
 CLYMER FARNER BARLEY
 4450 NE 83RD ROAD
 WILDWOOD, FL 34785
 CONTACT: KAYE JAMESON, PSM
 PHONE: (352) 748-3126

CIVIL ENGINEER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 189 S. ORANGE AVE., SUITE 1000
 ORLANDO, FL 32801
 CONTACT: BRENT LENZEN, P.E.
 PHONE: (407) 898-1511
 EMAIL: brent.lenzen@kimley-horn.com

LEGAL COUNSEL:
 LOWNDES LAW
 215 N. EOLA DRIVE
 ORLANDO, FLORIDA 32801
 CONTACT: TARA TEDROW
 PHONE: (407) 418-6361

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
 189 S. ORANGE AVE., SUITE 1000, ORLANDO, FL 32801
 PHONE: 407-898-1511
 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

Plotted By: Spencer, Robert. Sheet Set: ##. Layout: WithoutColors. June 17, 2022. 09:25:47am. K:\ORL_Civil\049119010-Fruitland Park Mixed Use\CADD\PD_PlanSheets\PD1.dwg. This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

ORDINANCE 2022-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMUNITY MIXED USE TO GENERAL MIXED USE OF 68.55 +/- ACRES OF PROPERTY GENERALLY LOCATED ON TIMBERTOP LANE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Tara Tedrow, Esq. as applicant, on behalf of Stephanie Bailey Bouis and Patricia Bouis Thompson as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "General Mixed Use" under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the required notice of the proposed large scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Planning and Zoning Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Commission of the City of Fruitland Park.

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

Section 1: The following described property consisting of approximately 68.55 ± acres generally located on Timbertop Lane as described and depicted as set forth on **Exhibit "A"** shall be assigned a land use designation of General Mixed Use under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as **Exhibit "B"** and incorporated herein by reference.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3: Transmittal.

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity and the East Central Florida Regional Planning Council, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in

the State of Florida that has filed a written request with the Clerk of the City of Fruitland Park, Florida.

Section 4: Directions.

The City Manager or his designee, upon the effective date of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Fruitland Park.

Section 5: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Scrivener's Errors.

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

Section 8: Effective Date. This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2022.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

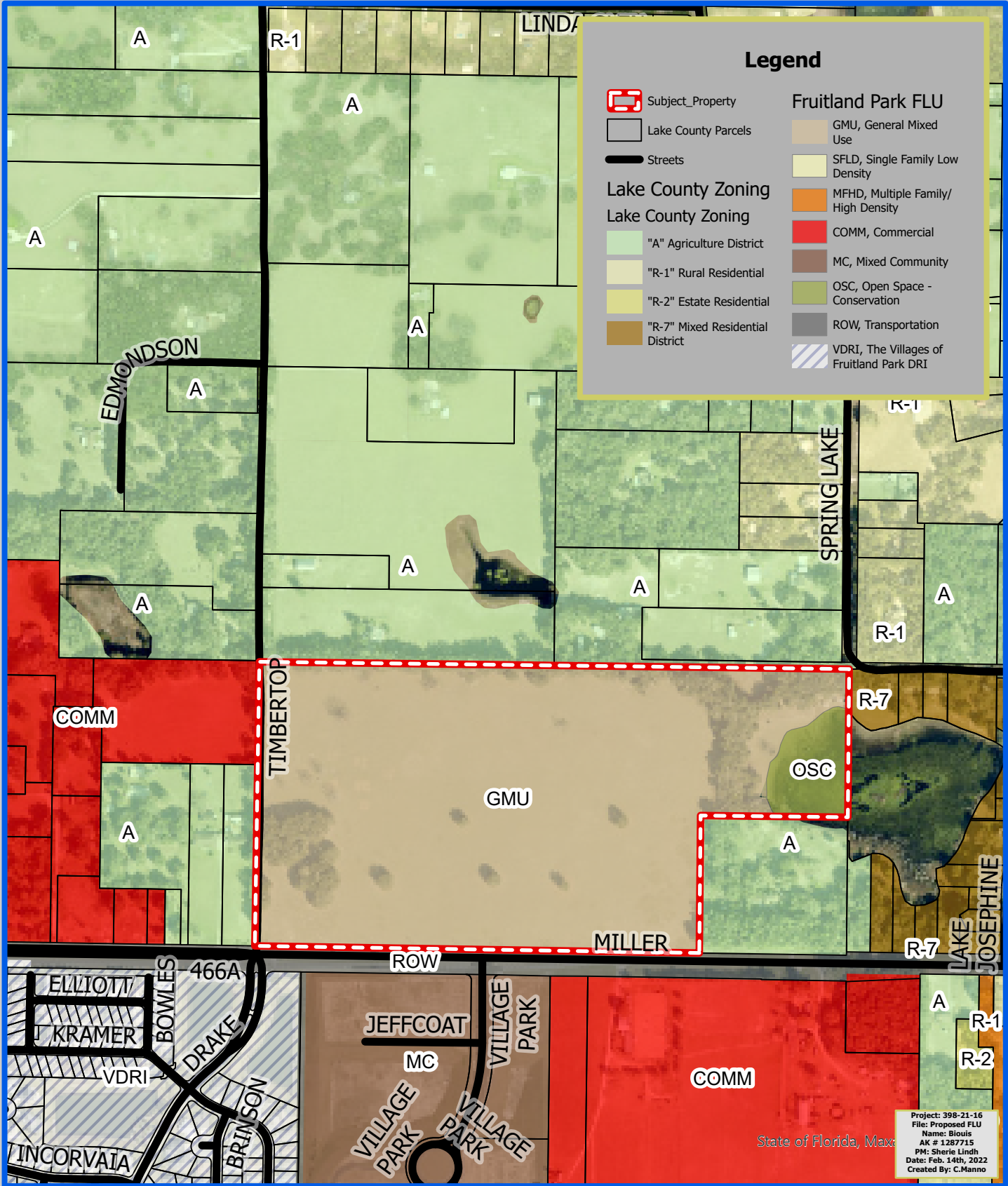
Vice-Mayor Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____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

Passed First Reading _____
Passed Second Reading _____
(SEAL)

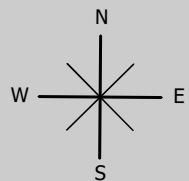
**EXHIBIT A
LEGAL DESCRIPTION**

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 5, Township 19 South, Range 24 East, in Lake County, Florida, LESS the right of way of State Road No. S-466A.

EXHIBIT B
MAP



Project: 398-21-16
 File: Proposed FLU
 Name: Bouis
 AK # 1287715
 PM: Sherie Lindh
 Date: Feb. 14th, 2022
 Created By: C.Manno



Bouis Property

Proposed FLU Map Lake County, FL

Urban & Regional Planners, Inc.
 1162 CAMP AVENUE - MT. DORA, FL 32757
 (352)385-1940 / FAX (352)383-4824



VIA EMAIL swilliams@fruitlandpark.org

June 3, 2022

Sharon Williams
Assistant to the Director
Community Development Department
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

**RE: TIMBERTOP LAN (HALFF AVO 043866.085)
PLANNED UNIT DEVELOPMENT**

Dear Ms. Williams:

Per an email request from Emily Church dated May 26, 2022, I have reviewed the documents which were included in drop box for the above referenced project.

I am conditionally approving this submittal but would like to see the following addressed in future submittals for preliminary plat and final construction plans.

1. Conceptual Plan comments are as follows:
 - a. List Soil Type 40 in the Soil Legend.

Again, since this comment is minor in nature, Halff approves of this resubmittal as long as the comment is addressed in future correspondence.

Should you have any questions, please feel free to contact our office.

Sincerely,

HALFF

A handwritten signature in blue ink, appearing to read "Hugo Cabrera".

Hugo Cabrera, P.E.
Senior Public Works Project Manager
hcabrera@halff.com

HC:am

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

LARGE SCALE COMP PLAN AMENDMENT AND REZONING

Owner: Stephanie Bailey Bouis & Patricia Bouis Thompson

Applicant: Tara Tedrow

General Location: North side of CR 466A & East of Timbertop Lane

Number of Acres: 68.55 ± acres

Existing Zoning: Planned Unit Development (PUD)

Existing Land Use: Community Mixed Use (6 units/acre)

Proposed Land Use: General Mixed Use (12 units/acre)

Proposed Zoning: Mixed Use Planned Unit Development (MUPUD)

Date: May 25, 2022

Description of Project

The proposed development consists of 18.88 ± acres (27.5%) of commercial uses (168,000 SF), 6.88 ± acres (10.1%) of institutional uses (209,785 SF), and 42.79 acres ± (62.4%) of multi-family consisting of 486 total units (288 apartment units and 198 townhomes) (42.79 ± acres). Total commercial/office/intuitional square footage is 377,785 square feet. The proposed maximum height is 4 stories (45 feet). The existing PUD known as Live Oak Center allowed for 120 units (townhomes/apartments – 10 acres), 300,000 (30 acres) SF of commercial, and 200,000 (20 acres) SF of office with a maximum building height of 45 feet.

	Surrounding Zoning	Surrounding Land Use
North	Lake County Agriculture (Ag)	Lake County Urban Medium (7 units/acre)
South	PUD and C-2	Mixed Community and Commercial
East	County R-7	Lake County Urban Medium (7 units/acre)
West	C-2 and County Agriculture (Ag)	Commercial and County Rural (1 unit/5 acres)

Assessment

Conceptual Plan

The Concept Plan meets the minimum requirements per Chapter 154.

The proposed development consists of 18.88 acres (27.5%) of commercial/office uses of 168,000 square feet; 6.88 acres (10.1%) of institutional uses of 209,784 square feet; and 42.79 acres (62.4%) of residential uses consisting of 25 townhomes (2-story) with 198 units and 7 apartments (3 story and 4 story) consisting of 288 units. The proposed townhome minimum net living area is 1,480 SF and the proposed apartment minimum net living area is 1,200 SF. The gross density is 11.43 units per acre.

The applicant is proposing a 15', Type "B" landscape buffer with a 6' tall opaque fence along the northern, eastern and western property boundary adjacent to agricultural zoning and a 25' type "C" buffer along CR 466A. The type "B" buffer planting is 4 canopy trees, 2 understory trees and 15 shrubs per 100 linear feet. The 25' type "C" buffer is 5 canopy trees, 4 understory trees, and 30 shrubs per linear feet.

The proposed recreation open space is 25% (16.33 acres). The project at build out is anticipated to have a population of 1,176 residents (2.42 pph x 486 units). Chapter 154 requires a minimum of 20% of common open space of which portions should be suitably improved to meet the recreational needs of the community. The plan shows two (2) clubhouses, two (2) pools, playground, walking trail, benches and four (4) fountains. The plan indicates that the applicant is offering 25% open space and includes the proposed stormwater pond. It is the applicant's position that the proposed open space meets Chapter 154.

The concept plan identifies potential additional right of way for Timbertop Lane and a 15' pedestrian and bicycle trail within the proposed right of way to connect to CR 466A. Timbertop Lane is a planned major collector roadway with a minimum 100' right of way. The applicant is aware that CR 466A is under the jurisdiction of Lake County and proposed access are subject to their approval.

Comprehensive Plan Amendment

Staff concurs with the justification submitted. The Public Works department indicates that there is sufficient water and sewer capacity to serve the proposed project. The traffic impact analysis indicates that the proposed development will not degrade the level of service of roadways.

Schools

Lake County Schools indicates that there are adequate public facilities to serve the project.

Environmental Assessment

The assessment indicates the presence of wetlands, potential presence of gopher tortoises and the site is within the sand skink consultation area. Prior to development, a relocation permit will need to be secured and a sand skink survey or exemption will need to be secured. Should sand skinks occupy the site and habitat set aside is not an option, mitigation will be required.

Recommendation

The proposed development meets FLU Policies 1-1.2, Table 1-1; 1-1.10 – General Mixed Use; 1-2.1 – Promote Orderly Growth and 1-2.2 – New Development. Staff recommends approval of the large-scale comp plan amendment.

The concept plan meets the minimum technical requirements of Chapter 154. Staff recommends approval of the PUD amendment and concept plan subject to the City Commission's concurrence with the applicant that the proposed open space meets the common open requirements of Chapter 154.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 68.55 + ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PUD TO CITY OF FRUITLAND PARK MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMUNITY MIXED USE TO GENERAL MIXED USE OF 68.55 +/- ACRES OF PROPERTY GENERALLY LOCATED ON TIMBERTOP LANE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Resolution and Ordinances will be considered at the following public meetings:

Fruitland Park Planning & Zoning Meeting on July 21, 2022 at 6:00 p.m.

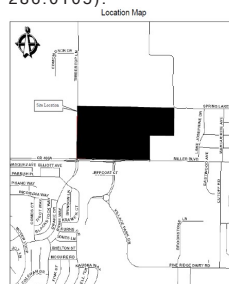
Fruitland Park City Commission Meeting on July 28, 2022 at 6:00 p.m.

Land Planning Agency Meeting on July 28, 2022 at 6:15 p.m.

Fruitland Park City Commission Meeting on September 8, 2022 at 6:00 p.m.

All meetings will be held at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 360-6727.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinances. A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).





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

Development Application

Contact Information:

Owner Name: SEE PAGE 2 OF APPLICATION FOR LIST OF OWNERS

Address: _____

Phone: _____ Email: _____

Applicant Name: The Reserve at Spring Lake Cove, L.L.C.

Address: 200 East Canton Avenue, Suite 102, Winter Park, FL 32789

Phone: 407-741-8666 Email: m.gauthier@atlantichousing.com

Engineer Name: Madden, Moorhead & Stokes, LLC (David A. Stokes, P.E., Vice President)

Address: 431 E. Horatio Ave., Ste. 260, Maitland, FL 32751

Phone: 407-629-8330 Email: dstokes@madden-eng.com

Property and Project Information:

PROJECT NAME*: The Reserve at Spring Lake Cove

*A project name is required for all submissions. Please choose a name representative of the project for ease of reference.

Property Address: See attached list of addresses

Parcel Number(s): see attached list of parcel ids Section: 33 Township: 18S Range: 24E

Area of Property: 35.99 acres Nearest Intersection: Spring Lake Rd/Tommy Lane

Existing Zoning: R1, R3 & PUD Existing Future Land Use Designation: MFHD

Proposed Zoning: PUD Proposed Future Land Use Designation: MFHD

The property is presently used for: vacant land and structures that will be removed

The property is proposed to be used for: 128 multi-family units

Do you currently have City Utilities? City Utilities are available to the site.

Application Type:

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Comp Plan Amendment | <input checked="" 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 type="checkbox"/> Minor Site Plan | <input type="checkbox"/> Replat of Subdivision | |

Please describe your request in detail: Rezone from R1, R3 & PUD to PUD to allow for multi-family units.

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.

The Reserve at Spring Lake Cove, L.L.C., a Florida limited liability company

Printed Name: Paul M. Missigman, Manager

Signature: _____ Date: 10/14/20

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.

W

Alt Key	Parcel Number	OwnerName	OwnerAddress	City	State	OwnerZip	PropertyAddress
1287600	04-19-24-0001-000-01100	RESERVE AT SPRING LAKE COVE II LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789 95935	BREEZE LN FRUITLAND PARK FL 34731
1504341	04-19-24-2175-00A-00400	RESERVE AT SPRING LAKE COVE II LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789 95851	BREEZE LANE FRUITLAND PARK FL 34731
1504350	4-19-24-2175-00A-00500	RESERVE AT SPRING LAKE COVE II LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789 95915	BREEZE LN FRUITLAND PARK FL 34731
1504368	04-19-24-2175-00A-01500	THE RESERVE AT SPRING LAKE COVE LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789	BREEZE LN FRUITLAND PARK FL 34731
3801592	33-18-24-0004-000-09400	THE RESERVE AT SPRING LAKE COVE LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789	TOMMY LN FRUITLAND PARK FL 34731
3823815	33-18-24-0004-000-09500	THE RESERVE AT SPRING LAKE COVE LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789	36033 FAIR OAKS DR FRUITLAND PARK FL 34731
3823816	33-18-24-0004-000-09600	THE RESERVE AT SPRING LAKE COVE LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789	FAIR OAKS DR FRUITLAND PARK FL 34731
3839947	04-19-24-2175-00A-00900	THE RESERVE AT SPRING LAKE COVE LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789	COOKE DR FRUITLAND PARK FL 34731
1287251	04-19-24-0001-000-01000	THE RESERVE AT SPRING LAKE COVE LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789	BREEZE LN FRUITLAND PARK FL 34731
1504333	04-19-24-2175-00A-00300	THE RESERVE AT SPRING LAKE COVE LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789	95819 BREEZE LN FRUITLAND PARK FL 34731
2669306	33-18-24-0004-000-08300	THE RESERVE AT SPRING LAKE COVE LLC	200 E CANTON AVE STE 102	WINTER PARK	FL	32789	TOMMY LN FRUITLAND PARK FL 34731
3038550	33-18-24-0004-000-04702	THE RESERVE AT SPRING LAKE COVE LLC	200 E CANTON VE STE 102	WINTER PARK	FL	32789	36221 FAIR OAKS DR FRUITLAND PARK FL 34731

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)

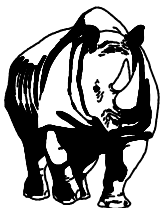
- As Described in LDRs, Chapter 157

Minor Subdivision Applications:

- As Described in LDRs, Chapter 157

Site Plan Applications:

- As Described in LDRs, Chapter 160



MADDEN
MOORHEAD & STOKES, INC.
CIVIL ENGINEERS

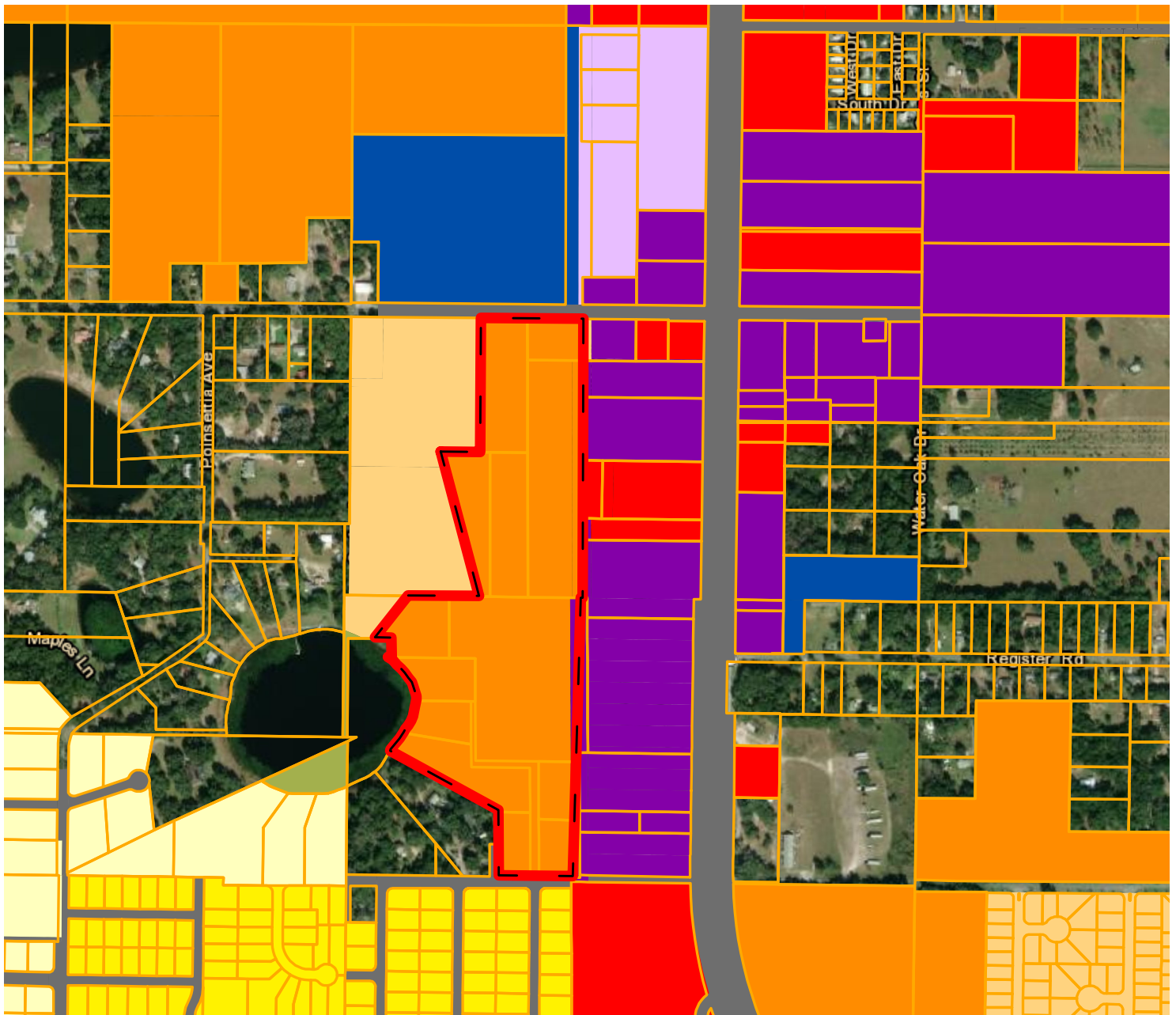
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO.	19079
SEC. 33, TWP. 18S, RANGE 24E	
DRAWN BY:	FM
APPROVED BY:	CMM
DATE:	11/11/19
Scale:	1" = 4000'

**SPRING LAKE COVE
 COTTAGES**

LOCATION MAP

GOOGLE MAPS



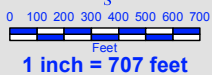
Legend

- Subject Property
- Parcels

FP Zoning

- R-2, Residential Single Family Home - Low Density
- R-4, Residential Single Family Home - Medium Density
- R-8, Medium Density Residential
- R-15, Multi-Family Residential - High Density
- R-10, High Density Residential/Neighborhood Commercial
- RP, Residential Professional

- C-1, Neighborhood Commercial
- C-2, General Commercial
- IND, Industrial
- PUD, Planned Unit Development
- CPUD, Commercial Planned Unit Development District
- IND-PUD, Industrial PUD
- MPUD, Mixed Use PUD
- PFD, Public Facilities District
- GB, Green Belt District
- ROW, Right-of-Way



**City of Fruitland Park
Reserve at Spring Lake Cove**
Lake County, Florida
Proposed Zoning

Project No.: 398-20-09
File Name: Prop Zoning.mxd
Project Name: Reserve at Spring Lake Cove
Project Manager: Sherie L.
Creation Date: December 14th, 2020
Created By: C.Manno



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

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____th day of _____, 2022, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and The Reserve at Spring Lake Cove, LLC., a Florida limited liability company (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 35.99 + acres of property within the City of Fruitland Park, described and depicted as set forth on **Exhibit "A"** attached to and incorporated in this Agreement (hereafter referred to as the "Property").

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2. The Property is currently located within the City of Fruitland Park and is currently zoned "Planned Unit Development" (PUD), Single Family Low Density Residential (R-1) and Multi-Family High Density (R-3) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Single-Family Low Density" and "Multi-Family High Density."

3. Owner has filed applications for rezoning for the Property as a Residential Planned Unit Development.

4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

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

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

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "PUD Preliminary Plan" prepared by Madden, Moorehead & Stokes, LLC., dated _____, 2022, and attached as **Composite Exhibit "B"** (which may be referred to as the "Plan" or the "PUD Master Plan" or "Development Plan"). The project shall be developed in accordance with the Permitted Uses set forth below. All development shall be consistent with City's "PUD" (Planned Unit Development) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

- a. Multi-family residential dwelling units meeting the R-3 standards.
- b. Single-family residential dwelling units.
- c. Attached single-family residential dwelling units (Townhomes).
- d. Garage Apartments (for rent) as an Accessory Use to Single-family residential.
- e. Residential Density for multi-family development shall not exceed 15 units per acre.
- e-f. Residential Density for single-family residential dwelling units and townhomes shall not exceed [] number of units.
- f-g. Passive and Active Recreation Facilities.
- g-h. Accessory uses per City of Fruitland Park Land Development Regulations.
- i. Accessory structures shall not be constructed within required buffer areas.

~~h.~~ The project may be developed consistent with either concept plan attached Composite Exhibit B, but not both.

Commented [AG1]: 6-25-22 - CITY - please provide number.

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

- a. Impervious Surface Ratio (ISR) 85% on a per-lot basis
- b. Minimum Open Space 25%, which may include all buffers, manmade stormwater ponds, recreation and other pervious area not located within platted road right of way.
- c. Maximum Building Height 35', measured to the mean height of hip or gabled roofs
- d. Minimum distance between multi-family buildings shall be twenty feet (20') measured from building wall to building wall.
- e. Interior buildings shall have a setback of thirty feet (30') from the edge of pavement (travel lane).

Commented [AG2]: 6/25/22 - CITY - is 85% rather than 50% acceptable?

- f. Minimum Setback requirements, as measured from the PUD perimeter property lines shall be:
 - i. North: Local Roadways – Twenty-five feet (25')
 - ii. South: Twenty-five feet (25')
 - iii. East: Twenty-five feet (25')
 - iv. West: Twenty-five feet (25')
- a. Open space shall not be less than twenty-five (25) percent of the total property area. Stormwater ponds may not be included as open space unless designed as an amenity.
- b. Parking: The Owner will be required to meet the parking requirements of the Fruitland Park Land Development Regulations.
- c. Landscape buffers of twenty-five feet (25') shall be provided along all PUD perimeter property boundaries with the exception of that portion of the property located adjacent to Spring Lake Cove Apartments located along the western property boundary.

Section 6. Single-Family Design Standards. Single-family residential (with or without Garage Apartments) may be constructed in accordance with development standards set forth below as individually platted lots or on a single lot under unified ownership in accordance with an approved Development Plan.

- a. Minimum lot width 50'
- b. Minimum lot area 5,500 SF
- c. Principal Building Setbacks
 - i. Front 25'
 - ii. Rear 20'
 - iii. Side 5'
 - iv. Street Side 15'
- d. Accessory Structure and Pool Deck Setbacks
 - i. Front Behind front of Principal Structure
 - ii. Rear 5'
 - iii. Side 5'
- e. Minimum Living Area:
 - i. Primary Home 1,200 sq. ft.
 - ii. Garage Apartment 450 sq. ft.

Commented [AG3]: 6-25-22 Should this be 65' consistent with the concept plan?

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

- a. Multi-family development shall meet the R-15 MF HDR zoning development standards.
- b. Architectural features - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the multi-family units. Front doors shall incorporate the following decorative elements: raised

decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.

- 1) Dormers
- 2) Gables
- 3) Recessed or raised entries
- 4) Covered porch entries
- 5) Cupolas
- 6) Pillars or decorative posts
- 7) Bay window (minimum 12 inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Front windows with arched glass tops and minimum 4-inch trim
- 10) Metal roofs
- 11) Decorative Corbels and Brackets

- c. Building Materials - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - i. The exterior wall area may be any type of lap siding and/or stucco, including a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.) The exterior may include full width or cast brick or stone.
 - ii. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- c. Details, such as, brackets, corbels, decorative panels, may be made from alternative materials, such foam with a hard shell finish.
- d. Buildings shall have landscape areas planted with trees, shrubs or groundcovers, other than sod, around the building as follows:
 - i. Building Perimeter landscaping. A minimum three (3) foot wide landscape area, with an average of five (5) feet or more, around a minimum of forty (40) percent of the total building perimeter and within twenty-five (25) feet of the building walls.
 - ii. *Minimum planting requirement.* One (1) canopy tree or three (3) understory trees, and twenty-eight (28) shrubs shall be required for every three hundred and fifty (350) feet of planting area in c. 1) above. Trees installed for any other requirement of this subsection c. may be credited towards this requirement if in the required location.

Section 8. Development Phasing. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Planned Unit Development Master Plan, other than those conditions described in this

agreement, shall be revised in accordance with the Planned Unit Development review process. If such changes are consistent with this Master Development Agreement, the amendment to the Planned Unit Development Master Plan will be processed as a Minor Development under LDC section 160.040.

Section 9. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of two access points, one primary access on Spring Lake Road and one access on Cooke Road. The primary access shall be through a divided landscaped boulevard type road. Other potential vehicular and pedestrian accesses will be reviewed during the development review process. The Owner may include cross-access to the existing entry to the Spring Lake Cove Apartment Community adjacent to the west.

- a. The Owner shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements. Drive aisles within parking areas shall not be required to be constructed to City street standards.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Owner shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. A traffic/transportation study shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Owner.
- e.f. At such time that traffic signals are warranted at the proposed project entrance, the Owner shall pay their pro rata share of the cost of the signal(s) as determined by Lake County or the City.

Section 10. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas.

Section 11. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. Except as otherwise provided herein, All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner shall own and maintain all onsite water and wastewater

improvements including any lift station(s) up to the point of connection at the property line for the wastewater improvements and up to the point of connection to the City water meter for the water utility improvements.

Section 12. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued. If the Owner builds the water line improvements, the Owner shall be given Water Impact Fee Credits for the design, permitting and construction costs of the water line shown on **Exhibit C.**

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of site plan and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 13. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services. The Owner is aware that the City needs a twenty foot (20') easement for a water line. The Owner agrees to work with the City at final design to locate the easement either along the eastern edge of the property as shown on Exhibit C or within public Right of Way if developed as single family platted lots. In the event the City requires the twenty foot (20') easement for the water line in advance of final design of the project, Owner will grant City such easement.

Section 14. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a twenty-five foot (25') landscape buffer along all perimeter property boundaries, with the exception of the property adjacent to Spring Lake Cove Apartments, as shown on the Preliminary Plan consisting of four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs per one hundred feet (100'); however, no buffer shall be required along the perimeter boundary adjacent to the wetlands. A twenty-five foot (25') native buffer shall be provided onsite adjacent to Zephyr Lake. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

Commented [AG4]: City - your input is needed; however, language will need to be revised to provide for any limitations on impact fee credits due to bond covenants.

Formatted: Font: Bold

Commented [A5]: Please let me know if staff or engineering determine that easements are needed so I can prepare such easement and we have applicant prepare the necessary legal descriptions and sketches.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Section 15. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 16. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 17. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 18. Signage. Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 19. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Commented [A6]: Please have applicant provide.

Section 20. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 21. Due Diligence.
The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 22. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 23. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 24. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their successors in interest and/or assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 25. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 26. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 27. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Paul M. Missigman, Manager The Reserve at Spring Lake Cove, LLC

	200 East Canton Ave., Suite 102 Winter Park, FL 32789
Copy to:	Tricia Doody, Manager The Reserve at Spring Lake Cove, LLC 200 East Canton Ave., Suite 102 Winter Park, FL 32789

Section 28. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 29. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 30. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 31. Severability. If any part of this Developer’s Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer’s Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer’s Agreement is declared severable.

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

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

THE RESERVE AT SPRING LAKE COVE, LLC IN THE

Witness Signature

By: _____
Paul M. Missigman, Manager

Print Name

Witness Signature

By: _____
Tricia Doody, Manager

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization this ____ day of _____ by Paul M. Missigman, Manager and Tricia Doody, Manager, of The Reserve at Spring Lake Cove, LLC on behalf of the companies, who are personally known to me or who have produced _____ as identification.

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

ACCEPTED BY THE CITY OF FRUITLAND PARK

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

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

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

Notary Public
Notary Public - State of Florida
Commission No _____

My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL 1:

FROM THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN SOUTH 89°57' EAST 275 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 89°57' EAST 191.2 FEET; THENCE SOUTH 0°39'40" EAST 295.5 FEET; THENCE SOUTH 89°20'20" WEST 270.05 FEET; THENCE NORTH 0°6'50" EAST 98.80 FEET; THENCE NORTH 89°57' WEST 75 FEET; THENCE NORTHEASTERLY 250.10 FEET TO THE POINT OF BEGINNING.

ALSO: AN EASEMENT FOR ROAD PURPOSES OVER THE FOLLOWING DESCRIBED LAND: BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 89°57'00" EAST 466.20 FEET; THENCE SOUTH 0°39'40" EAST 265.50 FEET FOR THE POINT OF BEGINNING; THENCE EAST 150 FEET; THENCE SOUTH 0°39'40" EAST 505 FEET; THENCE WEST 30 FEET; THENCE NORTH 475 FEET; THENCE WEST 120 FEET; THENCE NORTH 30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

FROM THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN SOUTH 89°57' EAST ALONG THE NORTH LINE OF THE SAID NORTHEAST 1/4 A DISTANCE OF 466.2 FEET FOR A POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 89°57' EAST ALONG THE NORTH LINE OF THE SAID NORTHEAST 1/4 DISTANCE OF 563.1 FEET TO A POINT ON THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD; THENCE RUN SOUTHERLY ALONG THE WESTERLY LINE OF THE SAID RIGHT OF WAY 763.5 FEET; THENCE RUN WEST 443 FEET; THENCE RUN NORTH 475 FEET; THENCE RUN WEST 120.1 FEET, MORE OR LESS, TO A POINT THAT IS SOUTH 0°39'40" EAST OF THE POINT OF BEGINNING; THENCE RUN NORTH 0°39'40" WEST 288.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. INCLUDING A 40 FOOT WIDE STRIP OF LAND BEING THE ABANDONED FORMER ATLANTIC COASTLINE RAILROAD, LYING EAST THEREOF.

PARCEL 3:

LOT 5, BLOCK "A", ZEPHYR LAKE, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 78 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4:

LOT 4, BLOCK "A", ZEPHYR LAKE, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 78 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 5:

LOT(S) 3, 8, 13 AND 14, BLOCK "A", ZEPHYR LAKE, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 78 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THAT PART OF LOT 12, NORTH OF LINE RUNNING FROM SOUTHEAST CORNER OF LOT 8 EXTENDING 42.5 FEET NORTH TO SOUTHWEST CORNER OF LOT 13 AND RUNNING EAST 150 FEET ALONG SOUTHERN BOUNDARY OF LOT 13 TO BREEZE LANE AND RUNNING SOUTH ON BREEZE LANE 42.5 FEET; THENCE WEST 150 FEET BACK TO SOUTHEAST CORNER OF LOT 8, BLOCK "A", ZEPHYR LAKE, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 78 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 6:

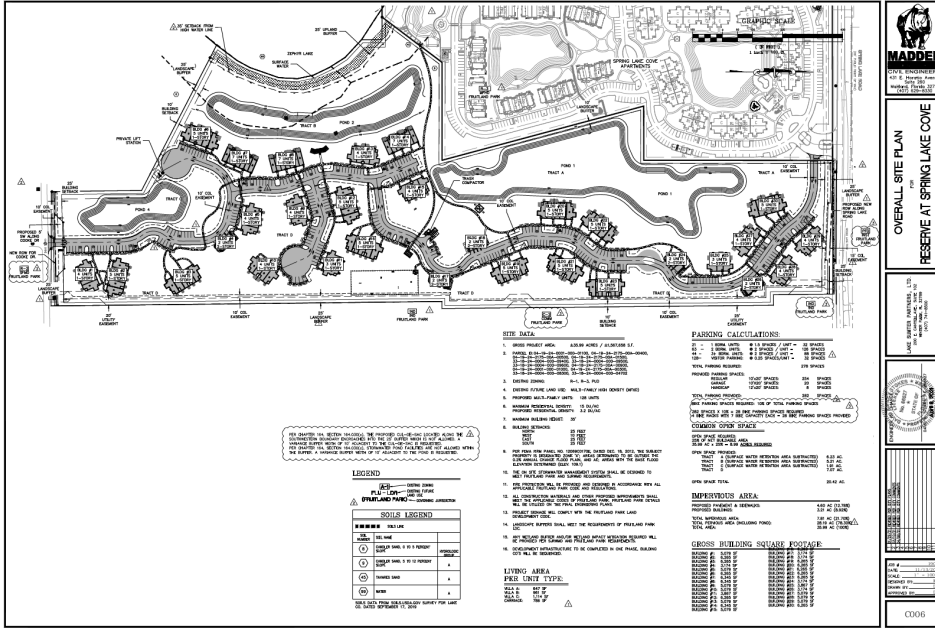
LOT(S) 9, 10, 11 AND THE SOUTH 1/2 OF LOT 12 AND THE SOUTH 12 FEET OF LOT 17 AND LOTS 18, 19 AND 20, BLOCK "A", ZEPHYR LAKE, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 78 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

INCLUDING A 40 FOOT WIDE STRIP OF LAND BEING THE ABANDONED FORMER ATLANTIC COASTLINE RAILROAD, LYING EAST THEREOF.

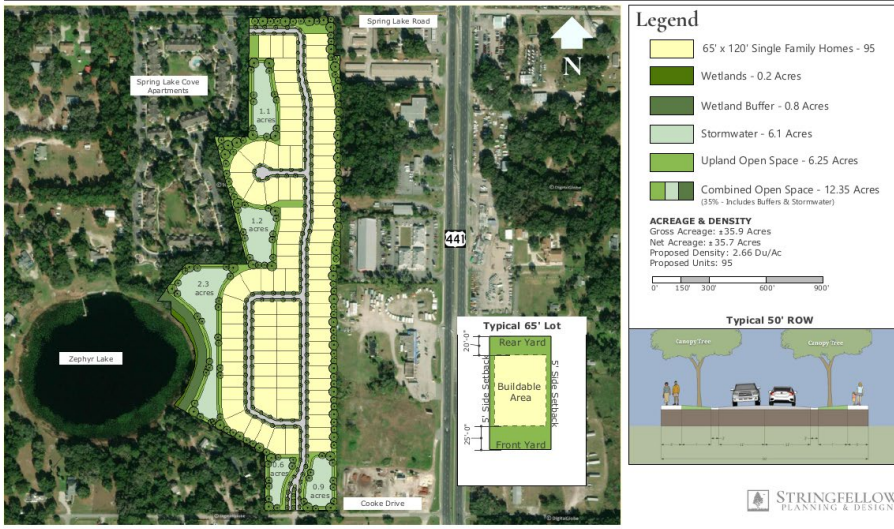
PARCEL 7:

LOT(S) 15, 16 AND THE NORTH 73 FEET OF LOT 17, BLOCK "A", ZEPHYR LAKE, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 78 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. INCLUDING A 40 FOOT WIDE STRIP OF LAND BEING THE ABANDONED FORMER ATLANTIC COASTLINE RAILROAD, LYING EAST THEREOF.

COMPOSITE EXHIBIT "B"



COMPOSITE EXHIBIT "B"
 Reserve at Spring Lake Cove Conceptual Plan



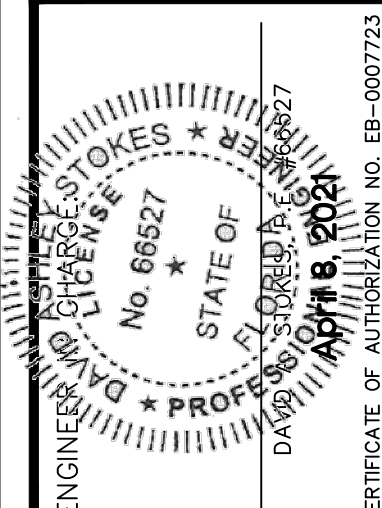


MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

OVERALL SITE PLAN
FOR
RESERVE AT SPRING LAKE COVE
FRUITLAND PARK, FLORIDA

LAKE SUMNER PARTNERS, LTD.
200 E. CANTONAL AVE. SUITE 102
WINTER PARK, FL 32789
(407) 741-8600

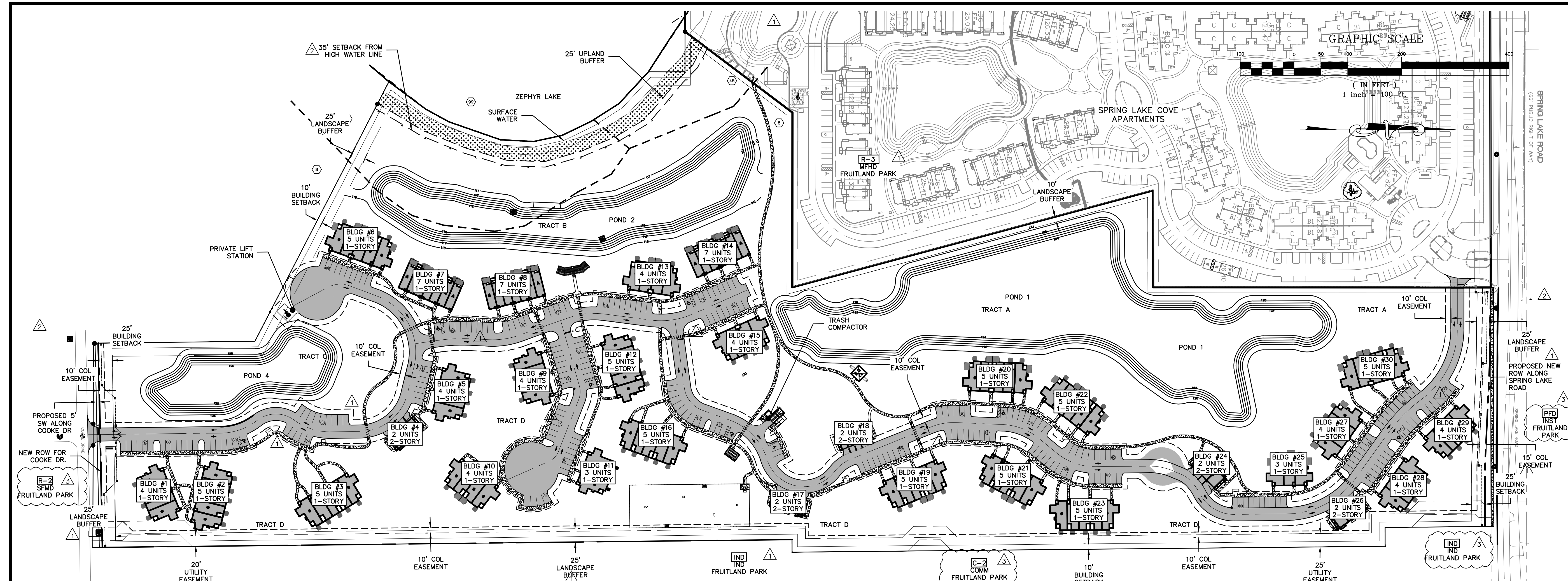


NO.	DATE	REVISIONS
1	01/29/21	REVISED PER CITY PLANS
2	03/03/21	REVISED PER CITY COMMENTS
3	04/08/21	REVISED PER CITY COMMENTS
4	04/10/21	REVISED PER CITY COMMENTS
5	04/10/21	REVISED PER CITY COMMENTS
6	04/10/21	REVISED PER CITY COMMENTS
7	04/10/21	REVISED PER CITY COMMENTS
8	04/10/21	REVISED PER CITY COMMENTS
9	04/10/21	REVISED PER CITY COMMENTS
10	04/10/21	REVISED PER CITY COMMENTS
11	04/10/21	REVISED PER CITY COMMENTS

JOB # 19079
DATE: 11/13/2020
SCALE: 1" = 100'
DESIGNED BY: KAL
DRAWN BY: DAS
APPROVED BY: DAS

C006

H:\Data\19079\Eng\Final\9079_C006-OVERALL SITE PLAN.dwg April 8, 2021 12:32 PM



SITE DATA:

- GROSS PROJECT AREA: ±35.99 ACRES / ±1,567,658 S.F.
- PARCEL ID: 04-19-24-0001-000-01100, 04-19-24-2175-00A-00400, 04-19-24-2175-00A-00500, 04-19-24-2175-00A-01500, 33-18-24-0004-000-09400, 33-18-24-0004-000-09500, 33-18-24-0004-000-09600, 04-18-24-2175-00A-00900, 04-19-24-0001-000-01000, 04-19-24-2175-00A-00300, 33-18-24-0004-000-08300, 33-18-24-0004-000-04702
- EXISTING ZONING: R-1, R-3, PUD
- EXISTING FUTURE LAND USE: MULTI-FAMILY HIGH DENSITY (MFHD)
- PROPOSED MULTI-FAMILY UNITS: 128 UNITS
- MAXIMUM RESIDENTIAL DENSITY: 15 DU/AC
PROPOSED RESIDENTIAL DENSITY: 3.2 DU/AC
- MAXIMUM BUILDING HEIGHT: 35'
- BUILDING SETBACKS:
NORTH: 25 FEET
WEST: 10 FEET
EAST: 25 FEET
SOUTH: 25 FEET
- PER FEMA FIRM PANEL NO. 12069C0170E, DATED DEC. 18, 2012, THE SUBJECT PROPERTY IS DESIGNATED ZONE 'X'. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AND AE, AREAS WITH THE BASE FLOOD ELEVATION DETERMINED (ELEV. 109.1)
- THE ON SITE STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET FRUITLAND PARK AND SURMWD REQUIREMENTS.
- FIRE PROTECTION WILL BE PROVIDED AND DESIGNED IN ACCORDANCE WITH ALL APPLICABLE FRUITLAND PARK CODE AND REGULATIONS.
- ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF FRUITLAND PARK. FRUITLAND PARK DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS.
- PROJECT SIGNAGE WILL COMPLY WITH THE FRUITLAND PARK LAND DEVELOPMENT CODE.
- LANDSCAPE BUFFERS SHALL MEET THE REQUIREMENTS OF FRUITLAND PARK LDC.
- ANY WETLAND BUFFER AND/OR WETLAND IMPACT MITIGATION REQUIRED WILL BE PROVIDED PER SURMWD AND FRUITLAND PARK REQUIREMENTS.
- DEVELOPMENT INFRASTRUCTURE TO BE COMPLETED IN ONE PHASE, BUILDING CO'S WILL BE SEQUENCED.

PARKING CALCULATIONS:

21	-	1 BDRM. UNITS:	● 1.5 SPACES / UNIT =	32 SPACES
63	-	2 BDRM. UNITS:	● 2 SPACES / UNIT =	126 SPACES
44	-	3+ BDRM. UNITS:	● 2 SPACES / UNIT =	88 SPACES
128	-	VISITOR PARKING:	● 0.25 SPACES/UNIT =	32 SPACES
TOTAL PARKING REQUIRED:				278 SPACES
PROVIDED PARKING SPACES:				
		REGULAR	10'x20' SPACES:	254 SPACES
		GARAGE	10'x20' SPACES:	20 SPACES
		HANDICAP	12'x20' SPACES:	8 SPACES
TOTAL PARKING PROVIDED:				282 SPACES
BIKE PARKING SPACES REQUIRED: 10% OF TOTAL PARKING SPACES				
282 SPACES X 10% = 28 BIKE PARKING SPACES REQUIRED				
4 BIKE RACKS WITH 7 BIKE CAPACITY EACH = 28 BIKE PARKING SPACES PROVIDED				

COMMON OPEN SPACE

OPEN SPACE REQUIRED:		
25% OF NET BUILDABLE AREA		
35.99 AC x 25% = 8.99 ACRES REQUIRED		
OPEN SPACE PROVIDED:		
TRACT A (SURFACE WATER RETENTION AREA SUBTRACTED)	6.23 AC.	
TRACT B (SURFACE WATER RETENTION AREA SUBTRACTED)	5.21 AC.	
TRACT C (SURFACE WATER RETENTION AREA SUBTRACTED)	1.91 AC.	
TRACT D	7.07 AC.	
OPEN SPACE TOTAL	20.42 AC.	

IMPERVIOUS AREA:

PROPOSED PAVEMENT & SIDEWALKS:	4.60 AC (12.78%)
PROPOSED BUILDINGS:	3.21 AC (8.92%)
TOTAL IMPERVIOUS AREA:	7.81 AC (21.70%)
TOTAL PERVIOUS AREA (INCLUDING POND):	28.19 AC (78.30%)
TOTAL AREA:	35.99 AC (100%)

GROSS BUILDING SQUARE FOOTAGE:

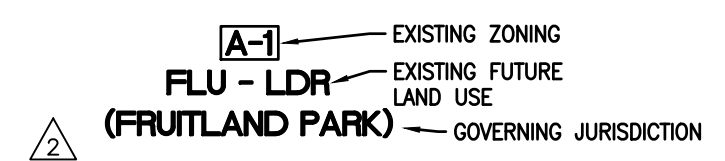
BUILDING #1: 5,079 SF	BUILDING #16: 6,265 SF
BUILDING #2: 6,265 SF	BUILDING #17: 3,174 SF
BUILDING #3: 6,265 SF	BUILDING #18: 3,174 SF
BUILDING #4: 3,174 SF	BUILDING #19: 6,265 SF
BUILDING #5: 5,079 SF	BUILDING #20: 6,265 SF
BUILDING #6: 6,265 SF	BUILDING #21: 6,265 SF
BUILDING #7: 6,345 SF	BUILDING #22: 6,265 SF
BUILDING #8: 6,345 SF	BUILDING #23: 6,265 SF
BUILDING #9: 5,079 SF	BUILDING #24: 3,174 SF
BUILDING #10: 5,079 SF	BUILDING #25: 3,867 SF
BUILDING #11: 3,867 SF	BUILDING #26: 3,174 SF
BUILDING #12: 6,265 SF	BUILDING #27: 5,079 SF
BUILDING #13: 5,079 SF	BUILDING #28: 5,079 SF
BUILDING #14: 6,345 SF	BUILDING #29: 5,079 SF
BUILDING #15: 5,079 SF	BUILDING #30: 6,265 SF

LIVING AREA PER UNIT TYPE:

VILLA A:	647 SF
VILLA B:	961 SF
VILLA C:	1,114 SF
CARRIAGE:	786 SF

PER CHAPTER 164, SECTION 164.030(c), THE PROPOSED CUL-DE-SAC LOCATED ALONG THE SOUTHWESTERN BOUNDARY ENCRAGES INTO THE 25' BUFFER WHICH IS NOT ALLOWED. A VARIANCE BUFFER WIDTH OF 10' ADJACENT TO THE CUL-DE-SAC IS REQUESTED.
PER CHAPTER 164, SECTION 164.030(c), STORMWATER POND FACILITIES ARE NOT ALLOWED WITHIN THE BUFFER. A VARIANCE BUFFER WIDTH OF 10' ADJACENT TO THE POND IS REQUESTED.

LEGEND



SOILS LEGEND		
SOIL NUMBER	SOIL NAME	HYDROLOGIC GROUP
B	CANDLER SAND, 0 TO 5 PERCENT SLOPE	A
9	CANDLER SAND, 5 TO 12 PERCENT SLOPE	A
45	TAVARES SAND	A
99	WATER	A

SOILS DATA FROM SOILS.USDA.GOV SURVEY FOR LAKE CO. DATED SEPTEMBER 17, 2019

Reserve at Spring Lake Cove PUD



Project Location

Spring Lake Road

Cooke Drive

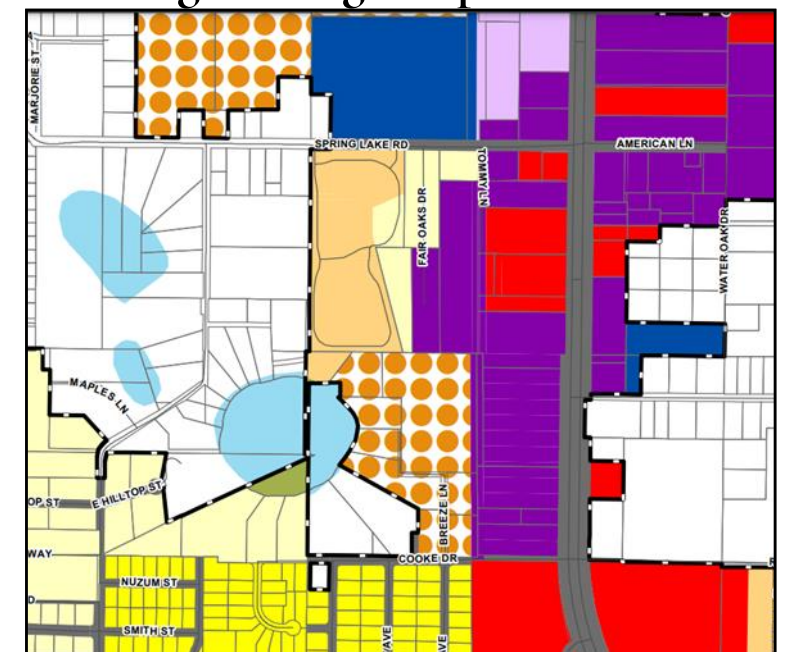
441

Zephyr Lake

PUD Details:

- 1) Site has lakefront ownership along a portion of Zephyr Lake.
- 2) Spring Lake Road and Cooke Drive abut the project on the north and south side, respectively.
- 3) Proposed land use is single family residential
- 4) Gross densities are 2.7 DU/AC
- 5) Project proposes 95 units
- 6) No commercial is proposed.
- 7) Adjacent zoning is Industrial, PUD, R-1, R-2 and unincorporated properties.
- 8) Maximum building height shall be 35 feet.
- 9) No phasing is proposed.
- 10) Applicant proposes City water service, fire protection, sewage disposal and will provide privately maintained stormwater management
- 11) Percentage of Open Space shall be greater than 25%.
- 12) Typical ROW width shall be 50' or larger for two way streets.

Existing Zoning Snapshot:



Reserve at Spring Lake Cove Conceptual Plan

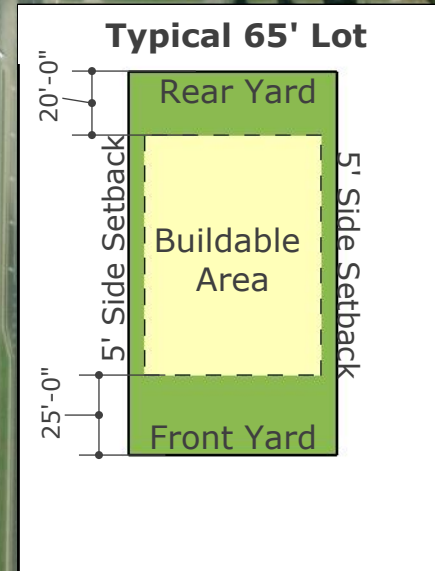
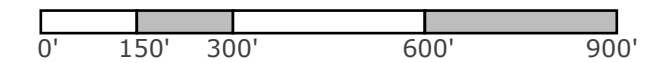


Legend

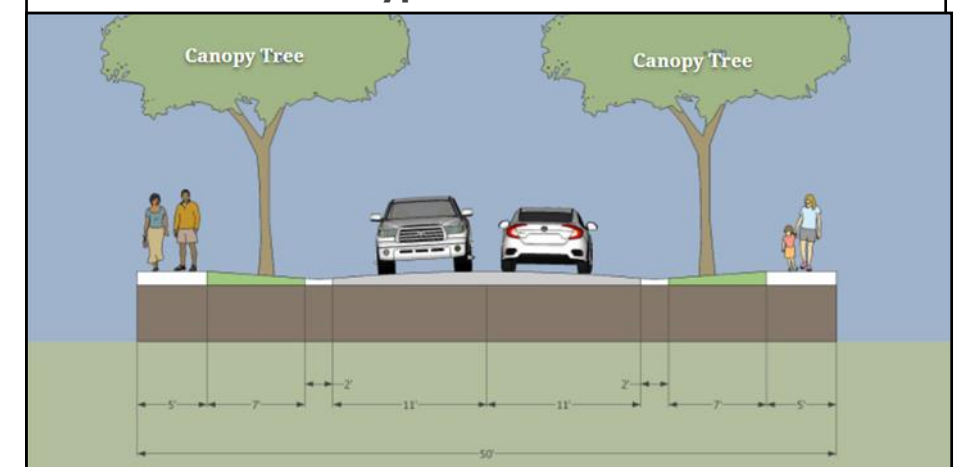
- 65' x 120' Single Family Homes - 95
- Wetlands - 0.2 Acres
- Wetland Buffer - 0.8 Acres
- Stormwater - 6.1 Acres
- Upland Open Space - 6.25 Acres
- Combined Open Space - 12.35 Acres
(35% - Includes Buffers & Stormwater)

ACREAGE & DENSITY

Gross Acreage: ± 35.9 Acres
 Net Acreage: ± 35.7 Acres
 Proposed Density: 2.66 Du/Ac
 Proposed Units: 95



Typical 50' ROW





VIA EMAIL swilliams@fruitlandpark.org

July 11, 2022

Sharon Williams
Assistant to the Director
Community Development Department
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

**RE: THE RESERVE AT SPRING LAKE COVE (HALFF AVO 043866.062)
MAJOR SITE PLAN**

Dear Ms. Williams:

Per your email request dated July 11, 2022, I have reviewed the St. Johns River Water Management District Permit for the subject project. Previous review of the subject parcel has one outstanding stormwater review comment. As the City land development regulations have changed to adopt the St. Johns River Water Management District criteria for stormwater, the furnishing of the SJRWMD permit satisfies the last remaining comment. Based upon my review, I do not have any further comments. Should you have any questions, please feel free to contact our office.

Sincerely,

HALFF

A handwritten signature in blue ink, appearing to read "Brett J. Tobias".

Brett J. Tobias, P.E.
Team Leader
btobias@half.com

BJT:am

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

REZONING AND SITE PLAN

Owner: Paul Missigman, Manager, Reserve at Spring Lake Cove, LLC,
Reserve at Spring Lake Cove II, LLC

General Location: West of US 27/441, north of Cooke Drive and south of Spring
Lake Road

Number of Acres: 35.99 ± acres

Existing Zoning: R-1, R-3 and PUD

Existing Land Use: Multiple-Family High Density (MFHD) (15 units/acre)

Proposed Zoning: Residential PUD

Date: April 30, 2021

Description of Project

The subject site consists of 35.99 +/- acres and a portion of the site borders Zephyr Lake. The subject site's existing future land use is Multi-Family High Density (maximum of 15 units/acre). The applicant is seeking a rezoning to Residential PUD for a 128 unit apartment complex. The proposed gross density is 3.2 units/acre. The apartment layout consists of 30 buildings some of which are 2-story with units ranging from 2 units to 7 units per building. It should be noted that the subject site is an extension of the existing Spring Lake Cove Apartments located to the east. The recreation amenities provided include a dog park, trails, 20' x 20' pavilion with 4 picnic tables and 2 grills, and lake overlook sitting area with 2 grills. It is the applicant's intent to also utilize the recreational amenities at Spring Lake Cove apartments which includes playground equipment. In addition, the applicant is seeking Preliminary Plan approval for the rezoning process. The applicant is also requesting a variable buffer width adjacent to the cul de sac located within the southwestern property boundary from 25' to 10' and to allow a 10' buffer adjacent to a small portion of the stormwater pond.

	Surrounding Zoning	Surrounding Land Use
North	PFD and CP (County fire station)	Institutional
South	R2	SF Medium Density
East	IND and C2	Industrial & Commercial
West	R3 and Ag	Lake County Urban Medium (7 du/acre)

Assessment

The applicant has addressed all outstanding planning issues.

Recommendation

Please provide Sheet C006 as a separate exhibit for the Preliminary plan exhibit for the proposed Developer's Agreement.

Planning recommends approval subject to engineering approval.

NOTICE OF PUBLIC HEARINGS

ORDINANCE 2022-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 35.99 + ACRES OF PROPERTY FROM SINGLE FAMILY LOW DENSITY RESIDENTIAL (R-1), MULTI-FAMILY HIGH DENSITY RESIDENTIAL (R-3), INDUSTRIAL AND PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK FOR RESIDENTIAL USE; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Resolution and Ordinances will be considered at the following public meetings:

- Fruitland Park Planning & Zoning Meeting on July 21, 2022 at 6:00 p.m.
- Fruitland Park City Commission Meeting, 1st Hearing on July 28, 2022 at 6:00 p.m.
- Fruitland Park City Commission Meeting, 2nd Hearing on August 25, 2022 at 6:00 p.m.

All meetings will be held at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 360-6727.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinances. A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).

LOCATION MAP

