



506 WEST BERCKMAN STREET  
FRUITLAND PARK, FL 34731

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

<b>Board Members:</b> Al Goldberg, Chairman Daniel Dicus, Vice Chair Carlisle Burch Fred Collins Walter Birriel	<b>Others:</b> Michael Rankin, LPG Sharon Williams, Administrative Manager Emily Church, Office Assistant
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**AGENDA**  
**PLANNING & ZONING BOARD**  
**September 15, 2022**  
**6:00 PM**

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- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
- II. **ROLL CALL:**
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from August 2, 2022 included for review/comment.
- IV. **OLD BUSINESS:** NONE

**NEW BUSINESS:**

**Rolling Acres – Lake Ella Road (Alternate Keys: 1284082 & 1384015), Planned Development**

A Planned Development application was submitted by ResiBuilt Homes, LLC on behalf of the owner, Daryl M. Carter, Trustee of Lake Ella Road Land Trust. The proposed development consists of 158 ± acres consisting of 413 single family units (50' x 120' - 6,000 SF and 60' x 120' – 7,200 SF) and 190 townhomes (24' x 120' – 2,880 SF) for a total unit count of 603 dwelling units at a density of 3.78 units/acre. The minimum net living area is 1432 SF. The proposed plan designates 48.69 acres of open space (30%) consisting of 10.5 acres of recreation parcels and community park; 20.22 acres in buffers and other open space; 17.97 acres of stormwater ponds (the ponds are proposed to be improved with walking trails and benches) and a varied landscape buffer with a 25' minimum width. The properties are located at 1132 and 1342 Lake Ella Road

The existing approved PUD consisted of 210 single family units (50' x 120', 75' x 135', 80' x 150') and 426 townhomes for a total unit count of 636 units and 4.26 acres of neighborhood commercial uses. The previous plan also provided 46% open space with the majority of the buffers being 50' in width to mitigate the adjacent agriculturally zoned properties and low-density development. The proposed development is a reduction of 33 units.

Although the concept plan meets the minimum technical requirements of the LDRs, the City cannot approve the development as the Traffic Impact Analysis reveals that portions of Rolling Acres Road has insufficient capacity and operates below the adopted level of service (LOS) to accommodate the impacts of the development. Future conditions in 2025 indicate that Micro Racetrack Road will also operate below the adopted LOS standards. Please refer to the LPG staff report, dated 8/24/2022 for recommendations.

As per staff report, planning staff defers to city legal counsel as it appears staff cannot recommend approval unless proportionate fair share mitigation pursuant to Chapter 153, Sec 153.050(B) is offered for portions of Rolling Acres Road and Micro Racetrack Road.

**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**  
**PLANNING & ZONING BOARD**  
**AUGUST 18, 2022**  
**6:00 PM**

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- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Board Chairman Goldberg requested all participate in the pledge of allegiance; Sharon Williams was asked to lead the invocation
- II. **ROLL CALL:** All members present.
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from July 21, 2022 included for review/comment. Board Member Dicus made the motion to approve the last meeting's minutes and was seconded by Board Member Collins. Passed Unanimously.
- IV. **OLD BUSINESS:** NONE

**NEW BUSINESS:**

**A. Confirmation of Chair and Vice-Chair of P&Z to serve 2022/2023**

*Chairman Goldberg moved Item B forward first. Vice-Chair Dicus nominated Chairman Goldberg to serve as Chairman, Collins seconded. Passed unanimously. Chairman Goldberg nominated Vice-Chair Dicus to serve as Vice-Chair, Burch seconded. Passed unanimously.*

**A. Reserve at Spring Lake Cove – Major Site Plan and Unity of Title (Alternate Keys: 1287251, 1287600, 1504333, 1504341, 1504350, 1504368, 2669306, 3038550, 3801592, 3823815, 3823816, 3839947)**

The subject site consists of 35.99 +/- acres and has an existing future land use of Multi-Family High Density (maximum of 15 units/acre). The applicant has passed one hearing of City Commission meeting (7/28/2022) and is anticipating a second hearing on 8/25/2022 to allow rezoning from R-2 (Single Family Low Density), R-15 (Multi-Family High Density Residential), 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. 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.

The applicant is requesting a Unity of Title of the above referenced twelve (12) parcels to combine all separate lots into one titled parcel/plot for development. If approved, this will constitute a covenant to run with the land, as provided by law.

Staff recommends approval of the Major Site Plan and Unity of Title

*Chairman Goldberg inquired about the location of the refuse area. David Stokes, the engineer on this project responded that in the current development they offer trash pickup for the elderly and could see offering that as a service for this project as well. Vice-Chair Dicus asked if they expect cut-through traffic on Cooke Dr. Stokes responded no, as that would be gated for emergency access services only. There was concern expressed by Vice-Chair Dicus if the compactor would be large enough for their project and if it would auto-compact. Stokes responded yes that it's large enough and would auto compact.*

*Board Member Burch made the motion to send this project to City Commission, seconded by Board Member Collins. Passed unanimously.*

**BOARD MEMBERS' COMMENTS:** .

**PUBLIC COMMENTS:**

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**ADJOURNMENT:** Vice-Chair Dicus made the motion to adjourn the meeting, seconded by Board Member Collins. The meeting was adjourned at 6:19 PM.





**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: Daryl M. Carter, as Trustee of Lake Ella Road Land Trust - Daryl Carter  
 Address: 3333 S. Orange Avenue, Suite 200, Orlando, FL 32806  
 Phone: (407) 422-3144 Email: dcarter@maurycarter.com

Applicant Name: ResiBuilt Homes, LLC - Andy Capps  
 Address: 3630 Peachtree Rd., Suite 1500, Atlanta, GA 30326  
 Phone: 470-202-9880 Email: acapps@resicap.com

Engineer Name: Madden, Moorhead & Stokes, Inc - Chad Moorhead  
 Address: 431 E Horatio Ave, Maitland, FL 32751  
 Phone: (407) 629-8330 Email: chad@madden-eng.com

**Property and Project Information:**

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

Property Address: 1130 LAKE ELLA RD and 1342 LAKE ELLA RD  
 Parcel Number(s): 32-18-24-0002-000-00700 & 32-18-24-0001-000-00900 Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range \_\_\_\_\_  
 Area of Property: ~158 Acres Nearest Intersection: Rolling Acres Road  
 Existing Zoning: PUD Existing Future Land Use Designation: Multi-family low density  
 Proposed Zoning: PUD (Amended) Proposed Future Land Use Designation: \_\_\_\_\_  
 The property is presently used for: Vacant Land  
 The property is proposed to be used for: For Rent and Sale Residential Dwelling Units (Single Family Detached and Townhomes)

Do you currently have City Utilities? The closest sewer and water connection points would be about a mile and a half south at the intersection of 466A and Timbertop Lane

**Application Type:**

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Annexation      | <input 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: Develop the properties for Rent and Sale Residential Dwelling Units (Single Family Detached and Townhomes)

**Required Data, Documents, Forms & Fees**

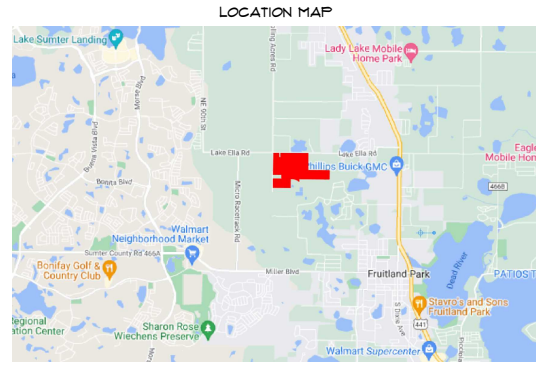
Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE**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

Printed Name: ANDY CAPPS

Signature:  Date: 5/16/2022

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.

# ROLLING ACRES AT LAKE ELLA



## LEGAL DESCRIPTION

**DESCRIPTION:** (As per Title Commitment Order No. 9758245 issued by Chicago Title Insurance Company bearing an effective date of August 28, 2021 at 11:00 PM Revised November 9, 2021)

### Parcel A

The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4, and the North 1/2 of the Southwest 1/4 of the Northeast 1/4, and the North 3/4 of the East 1/2 of the Northwest 1/4, all lying in Section 32, Township 18 South, Range 24 East, in Lake County, Florida; less right of way for Lake Ella Road.

### Parcel B

The Northwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East and the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East, Lake County, Florida.

Less and except the property described in Official Records Book 388, page 628, public records of Lake County, Florida.

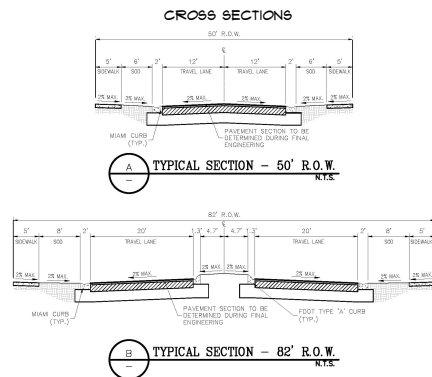
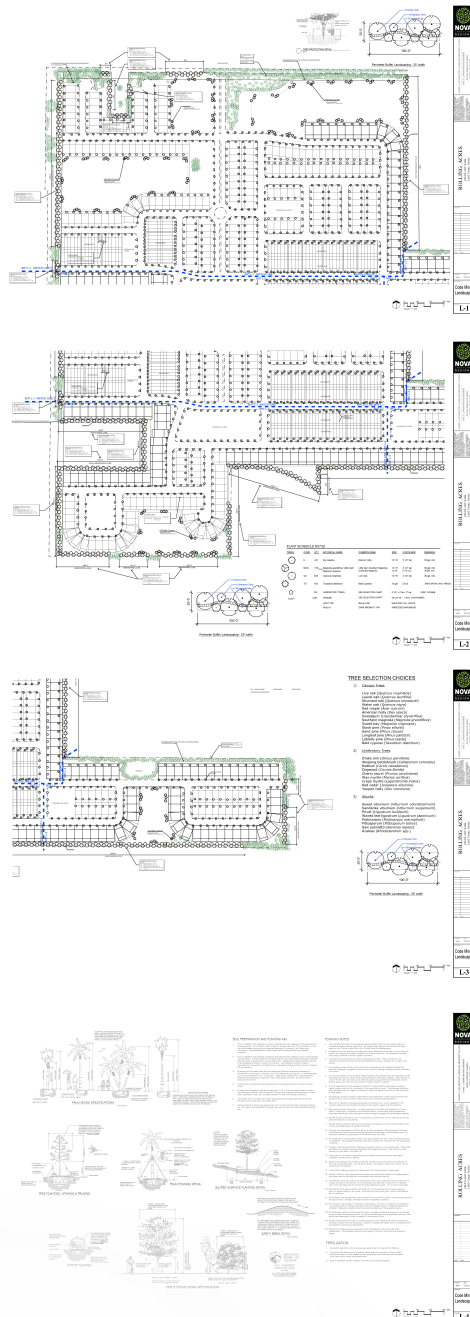
And less and except the property described in Official Records Book 674, page 774, public records of Lake County, Florida.

And less and except the road right of way described in Official Records Book 1206, page 1595, public records of Lake County, Florida.

### Parcel C

Tract "A" of SPRING LAKE PINES, PHASE 2, according to the plat thereof recorded in Plat Book 34, page 20 of the public records of Lake County, Florida.

## LANDSCAPE BUFFERS & PLANTINGS



50' X 120' SFR FRONT LOAD	278du
60' X 120' SFR FRONT LOAD	135du
24' X 120' TH FRONT LOAD	190du
RECREATION	7.08ac
COMMUNITY PARK	3.42ac
MISC. OPEN SPACE	20.22ac
WATER MANAGEMENT	23.37ac
POND WALKING TRAIL	23.37ac

**TYPICAL LOT SIZE**  
50' OR 60' X 120' SF DETACHED  
24' X 120' SF ATTACHED

NOTE: SF ATTACHED HAS MINIMUM 10' BETWEEN BUILDINGS

SUMMARY		
DESCRIPTION	VALUE	UNIT
50' X 120' SFR FRONT LOADED	278	DU
60' X 120' SFR FRONT LOADED	135	DU
24' X 120' TOWNHOMES FRONT LOADED	190	DU
TOTAL DU	603	DU
PHASE BREAKDOWN		
PHASE 1	93	SFR
	62	TH
PHASE 2	133	SFR
	64	TH
PHASE 3	108	SFR
	64	TH
PHASE 4	73	SFR
	0	TH
TOTAL AREA	159.49	AC
TOTAL WETLANDS	0.00	AC
LAKE ELLA ROW EASEMENT (25' PROVIDED)	1.43	AC
ROLLING ACRES ROW EASEMENT (11' PROVIDED)	0.89	AC
NET DEVELOPABLE AREA	157.11	AC
WATER MANAGEMENT	23.37	AC
RECREATION PARCELS & COMMUNITY PARK	14.9	%
OPEN SPACE (25% REQUIRED BY LDC; INCLUDES W/M)	10.5	AC
53.66	AC	
GROSS DENSITY		
TOTAL AREA	159.49	AC
TOTAL DU	603	DU
GROSS DENSITY	3.78	DU/AC
OPEN SPACE		
REQUIRED	39.81	AC
RECREATION PARCELS & COMMUNITY PARK	10.5	AC
AMENITY PONDS	17.91	AC
BUFFERS & MISC. OPEN SPACE	20.22	AC
TOTAL OPEN SPACE SHOWN	48.63	AC
30.1	%	

RECREATION AMENITIES	
REC 1	POOL, CABANA, MAIL KIOSK
REC 2	POOL, CABANA, MAIL KIOSK
REC 3	PLAY GROUND EQUIPMENT, LAWN SPORTS
REC 4	PLAY GROUND EQUIPMENT, LAWN SPORTS
REC 5	PLAY GROUND EQUIPMENT, LAWN SPORTS, MAIL KIOSK
REC 6	PLAY GROUND EQUIPMENT, LAWN SPORTS, MAIL KIOSK
COMMUNITY PARK	DOG PARK, LAWN SPORTS

NET LIVING AREA		
PLAN	PLAN	SQ. FT.
DYALN TH		1,833
JEFFERSON TH		1,833
DANIELSON TH		1,854
ASHFORD		1,432
ATHENS		1,512
GENTRY		1,830
MACLAND		1,931

**Reference Source**

Boundary: Florida Department of Revenue and County Property Appraisers

Flood Zones: Lake County GIS-gis.lakecountyfl.gov

Wetland: Lake County GIS-gis.lakecountyfl.gov

Soils: U.S. Department of Agriculture - SURGO Database For Florida - November 2015

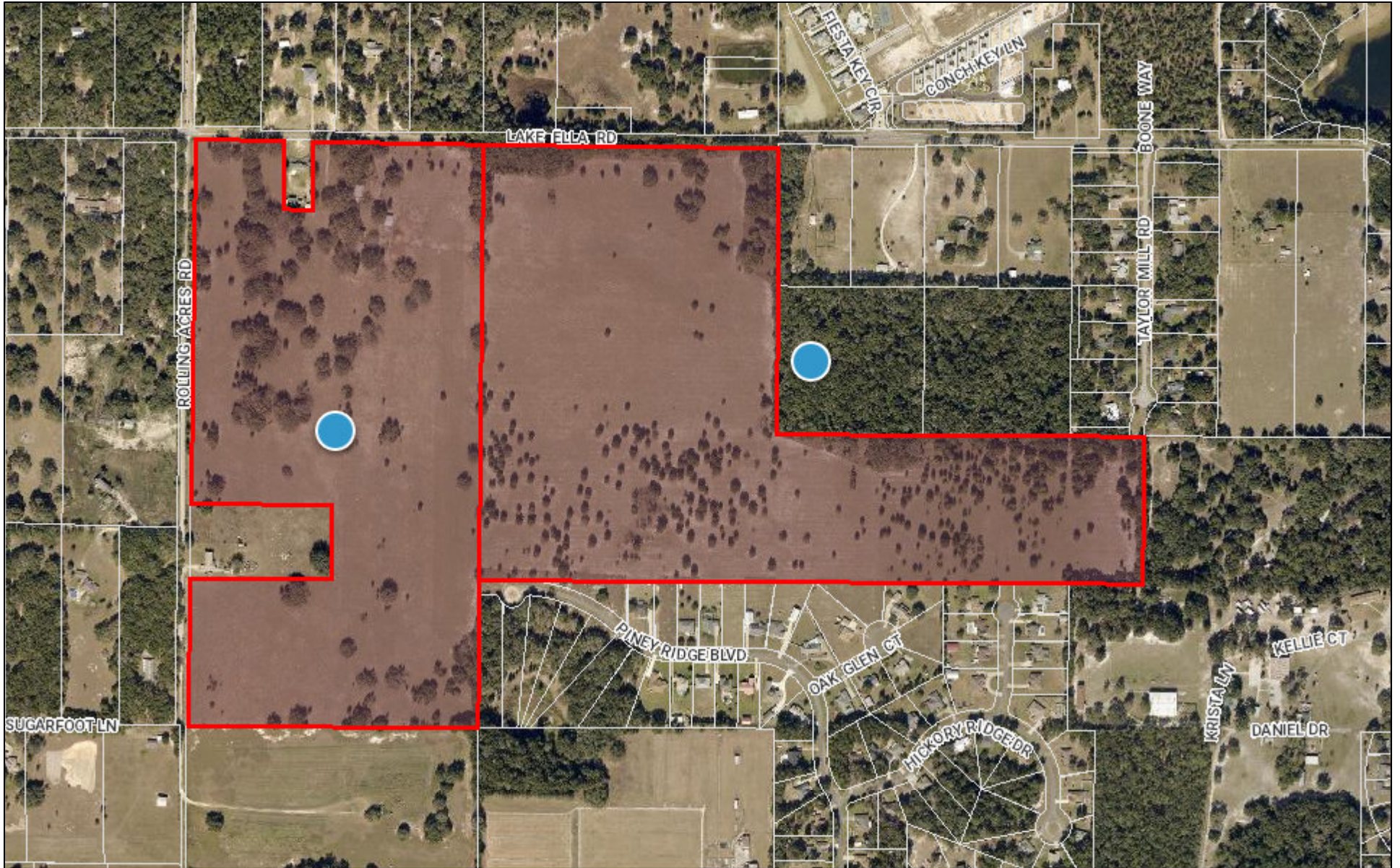
Topography: Spatial Manager for AutoCAD

**NOTES:**

- \*PHASES SHOWN HEREON IS CONCEPTUAL PHASES CAN BE DEVELOPED INDEPENDENTLY AND IN ANY COMBINATION. PHASES CAN BE FURTHER SUB-PHASED IN CONSTRUCTION PLAN REVIEWS.
- \*MAXIMUM BUILDING HEIGHT: 2 STORY
- \*WATER AND SEWER WILL BE PROVIDED BY CITY OF FRUITLAND PARK
- \*AMENITY PONDS TO INCLUDE WALKING TRAIL AND BENCHES.



# Resibuilt (Rolling Acres)





September 1, 2022


**pointLayer**

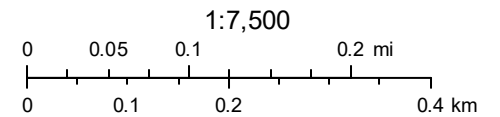
 Override 1

**polygonLayer**

 Override 1  
 Blueways

 Boat Ramps  
 County Parks

Street Names  
 Property Name  
 Tax Parcels



Lake County Property Appraiser  
 Lake BCC





## **MASTER DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** entered into and made as of the \_\_\_ day of \_\_\_\_\_, 2022, between the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation, (hereinafter referred to as the “City”), and \_\_\_\_\_, LLC a Delaware limited liability company (hereinafter referred to as the “Owner”).

### **RECITALS**

1. Owner owns approximately 159 acres of property currently located in the City of Fruitland Park, Florida, described as set forth on Exhibit “A” attached to and incorporated in this Agreement (hereafter referred to as the “Property”).
2. Owner’s predecessors in interest, LAKE ELLA DEVELOPERS II, LLC, a Florida limited liability company and LAKE ELLA DEVELOPERS III, LLC, a Florida limited liability company entered into that certain Master Developer Agreement with the City dated April 26, 2007 (“Prior Development Agreement”).
3. As part of the Prior Development Agreement, the Property was annexed into the City of Fruitland Park and the Property was rezoned to Planned Unit Development (“PUD”). The terms of the Prior Development Agreement expired on April 26, 2017.
4. Owner has filed an application for a new PUD for the Property to construct 413 single-family homes and 190 townhomes for a total of 603 units.
5. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
6. The City of Fruitland Park has determined that the proposal for 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.
7. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property as provided herein and per future agreement of the parties.
8. The Property is within the City’s Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

**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. Reserved.**

**Section 3. Land Use/Development.** Development of the Property shall be substantially consistent with the “Rolling Acres at Lake Ella” conceptual development plan dated June 8, 2022 and attached as **Exhibit “B”** (the “Plan”). All development shall be consistent with City’s “PUD” (Planned Unit Development) zoning district. Unless set forth otherwise in this Agreement, all development shall also be consistent with “R-8” (Multiple-Family Low Density Residential) zoning district and, subject to City approval after public hearings and DCA approval, City’s Multiple-Family Low Density Residential land use category for the entire Property. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by DCA before being effective.

**Section 4. Density.** Overall density shall not exceed 4 units/acre (e.g., 159 acres x 4 = 636 units.)

**Section 5. Development Standards.** City and Owner agree that the unit mix for the development of the Property shall be substantially as follows:

- A. Intentionally Omitted.
- B. Single Family Dwelling Units: 413 +/- units.
- C. Townhomes: 190 +/- units.
- D. Total Minimum Open Space: 25% (39.75 acres = 159 acres x 25%)

The City approved placement of above-ground water or wastewater utility improvements within areas described as “Open Space” shall still qualify as “open space” for purposes of this minimum open space requirement.

- E. Building Heights. The maximum building height within the Property is 35 feet.
- F. Setbacks:
  - a. 50’ lots (Single-Family):
    - Front: 30 feet
    - Side: 5 feet
    - Rear: 20 feet
  - b. 60’ lots (Single-Family):
    - Front: 30 feet

Side: 5 feet  
Rear: 20 feet

c.

d. 24' lots (Townhome):

Front: 30 feet  
Side: 0 feet  
Rear: 20 feet

G. Intentionally Omitted.

H. Unless agreed to otherwise by the City Commission, any detached single family home shall have the minimum living area square footage as required in City's R-8 zoning district and an enclosed garage.

I. Intentionally Omitted.

**Section 6. Homeowners Association.** Owner shall establish a homeowners' association or similar entity acceptable to City (HOA), 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 install all such improvements at their expense. Owner shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property. Unless agreed to otherwise by the City Commission, any townhomes shall have a minimum living area square footage of 1000 square feet.

Further, Owner shall include in the covenants and restrictions notification of the private airfield located southwest of the Property and sprayfield located within close proximity to the Property. Unless otherwise approved by the City Commission, Owner shall also include requirements for all detached single-family homes and townhomes to have a garage with a prohibition against converting such garage areas to living area. Owner shall include such other covenants and restrictions that are reasonably deemed necessary by the City Commission.

**Section 7. Pedestrian and Bicycle Facilities.** Owner agrees to construct sidewalks to City standards on at least one side of the right of way within the Property. The sidewalks shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such sidewalks. Further, the sidewalks shall be constructed by Owner, at Owner's expense, shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities, and shall be in addition to any other City of Fruitland Park Land Development Regulations requirements.

Owner agrees to dedicate bicycle trails as are reasonably determined by City so as to achieve a "walkable" community, including possible connectivity to the surrounding community.

**Section 8. Road Improvements and Access.** Owner shall be responsible for conducting a traffic study, and subsequently designing and constructing all transportation improvements based on such study and consistent with transportation concurrency requirements as determined by City. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Owner agrees to construct all streets within the Property, as depicted on the Plan in compliance with City standards. If required by the City, Owner shall improve Rolling Acres Road to City and County standards from the subdivision entrance to the intersection of Rolling Acres and Lake Ella Road, including intersection improvements and turn lanes required by Lake County. If requested by City, Owner shall amend the Plan and construct a road or roads connecting the Property to the surrounding community. Additionally, Owner shall provide stormwater retention associated with the roads either within the right of way or on the Property.

Owner acknowledges that the City desires transportation connectivity from the Property to neighboring communities. Accordingly, Owner agrees to maintain property as undeveloped and dedicate right of way to the extent reasonably requested by City to preserve the opportunity for such connecting roadways. The City anticipates a point of connection in the location shown on Exhibit "C"; however, Owner agrees that said point of connection may be relocated at the request of the City prior to final plat approval.

**Section 9. Construction.** Owner shall ensure that all areas of the Property on which construction activities occur are kept sufficiently damp in order to minimize the occurrence of materials being carried, blown, or otherwise displaced beyond the confines of the Property by forces of nature.

Additionally, Owner agrees that any and all damage caused by Owner to right of way surrounding the Property during construction of the improvements contemplated in this Agreement shall be repaired in a timely manner at Owner's sole expense.

**Section 10. Lighting.** Owner shall submit a site lighting plan which provides "Dark Skies" street lighting 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 residential areas to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner, at Owner's expense, and thereafter maintained by the HOA.

**Section 11. Water, Wastewater, and Reuse Water.** Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, Utilities") exclusively through purchase from City unless City determines such services are not available to the Property. 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 unless approved by City because services are not available. Additionally, Owner may be allowed separate irrigation wells in accordance with Ordinance 2005-034. 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. To the extent applicable, City agrees to cooperate with Owner by entering into a



pioneering agreement to recoup costs in conjunction with the Utilities Agreement anticipated herein. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner further agrees that all electric utility improvements made within the Property shall be constructed as underground utilities.

At any time during the Term of this Agreement as defined in Section 32 of this Agreement below, Owner may make application to the City for Utilities services. As soon as reasonably possible following such application, the City will inform Owner when adequate Utilities services will be available for the purposes of Owner, in order that City and Owner may construct and execute a mutually acceptable Water and Wastewater Utility Reservation Agreement (hereafter "Utilities Agreement"). The parties anticipate that such a subsequently executed Utilities Agreement may amend the utility provisions herein as is in the best interest of the parties. Upon execution of a Utilities Agreement by City and Owner, Owner shall be required to pay impact fees in accordance with the timetable, terms and conditions set out in said Utilities Agreement. No capacity is reserved until or unless such fees have been paid pursuant to a Utilities Agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available.

**Section 12. Impact Fees.** Owner shall be required to pay impact fees as established 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. Without limiting the above, Owner agrees to dedicate easements and right of way so as to achieve a "walkable" community that is connected to the surrounding community.

**Section 14. 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, except for stormwater retention areas, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner shall design, construct, and maintain, at its sole expense, the landscaped areas, common areas, buffers, and berms on the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas until such maintenance responsibility has been assumed by the HOA.

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.

Owner agrees to construct all landscape buffers as required by City's Land Development Regulations. Owner further agrees to provide additional buffering along the boundaries of the Property as is reasonably requested by City to buffer the Property from adjoining properties.

**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 residential property owners within the City.

**Section 17. Concurrency.** A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations and/or F.S. Ch. 163 will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner acknowledges that City has adopted an ordinance relating to Proportionate Share Mitigation and shall comply with all provisions of such ordinance, if applicable.

**Section 18. Final Site Plan Approval.** Prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, and construction plans for the Property shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

**Section 19. 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 20. Solid Waste Disposal Facilities.** Owner shall provide solid waste disposal facilities that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations for the commercial parcel. The Property shall utilize the City's waste disposal services and be subject to all City regulations regarding such services. Owner agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley.

**Section 21. Signage.** Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

**Section 22. 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/Developer and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

**Section 23. 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 24. 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 25. Enforcement/Effectiveness.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. Further, the terms of this Agreement may be enforced by practical measures, including, but not limited to, municipal code enforcement procedures pursuant to F.S. Ch. 162 and City's withholding of building permits.

Both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the Florida Department of Community Affairs ("DCA") or any subsequent state agency serving as the state land planning agency, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City.

**Section 26. 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 27. Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

**Section 28. 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 29. Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

**Section 30. Notice.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

<b>As to City:</b>	Mr. Gary La Venia, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
<b>Copy to:</b>	Chris Chesire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone  Anita Geraci-Carver, Esquire City Attorney 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
<b>As to Owner:</b>	_____ c/o ResiBuilt Homes, LLC 3630 Peachtree Rd., Suite 1500 Atlanta, GA 30326 Attn: Chris Cole Email: ccole@resibuilt.com
<b>Copy to:</b>	Cushla E. Talbut, Esq. Greenberg Traurig, P.A. 401 E. Las Olas Blvd., Suite 2000 Fort Lauderdale, FL 33301 Telephone: 954.468.1728 Email: <a href="mailto:talbutc@gtlaw.com">talbutc@gtlaw.com</a>

**Section 31. 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 32. Term of Agreement.** The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, and shall terminate ten (10) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes. Should Owner fail to consent to an extension of this Agreement and any portion of the Property remains undeveloped, the City may conduct a zoning hearing for the purpose of amending the zoning ordinance for the Property to incorporate such provisions as are necessary to assure development of the site in accordance with the provisions contained herein.

**Section 33. Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 34. Severability.** If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

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

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



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

By: \_\_\_\_\_  
Signature

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

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

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

As its: \_\_\_\_\_

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

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2007, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who have produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public  
Notary Public – State of Florida  
Commission No \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**ACCEPTED IN 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: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_  
Esther B. Coulson, City Clerk

Parcel A

The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4, and the North 1/2 of the Southwest 1/4 of the Northeast 1/4, and the North 3/4 of the East 1/2 of the Northwest 1/4, all lying in Section 32, Township 18 South, Range 24 East, in Lake County, Florida; less right of way for Lake Ella Road.

Parcel B

The Northwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East and the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 18 south, Range 24 East, Lake County, Florida.

Less and except the property described in Official Records Book 388, page 628, public records of Lake County, Florida.

And less and except the property described in Official Records Book 674, page 774, public records of Lake County, Florida.

And less and except the road right of way described in Official Records Book 1206, page 1595, public records of Lake County, Florida.

Parcel C

Tract "A" of SPRING LAKE PINES, PHASE 2, according to the plat thereof recorded in Plat Book 34, page 20 of the public records of Lake County, Florida.



**Superintendent:**  
Diane S. Kornegay, M.Ed.

**School Board Members:**  
**District 1**  
Bill Mathias  
**District 2**  
Kristi Burns, Ph.D.  
**District 3**  
Marc Dodd  
**District 4**  
Mollie Cunningham  
**District 5**  
Stephanie Luke

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201 West Burleigh Boulevard · Tavares · FL 32778-2496  
(352) 253-6500 · Fax: (352) 253-6503 · [www.lake.k12.fl.us](http://www.lake.k12.fl.us)

May 3, 2022

Ms. Patty McLaughlin  
C/o Resibuilt Homes LLC  
6820 Marwick Lane  
Orlando, FL 32827

**RE: Rolling Acres – Fruitland Park  
School Concurrency Capacity Reservation (District Project #LCS2022-013)  
Alternate Keys: 1284015, 1284082**

Dear Ms. McLaughlin:

The School Board of Lake County has reviewed the application information for the above referenced residential development. The application indicates 434 single family and 190 townhome dwelling units. The proposed development is estimated to generate approximately two hundred eighteen (218) students.

Based on the information provided in the application the property is located within Concurrency Service Area (CSA) #9. The analysis performed indicates the level of service standards for each school level will **not** be exceeded by the students generated from this residential development.

It has been determined at this time that school capacity is available and will be reserved for your project. **This capacity reservation will expire one year from date of issuance.** In the event, a final development order is obtained within the year this capacity reservation will be valid for the life of the project. Please notify the school district when the final development order is obtained in order to update the project records.

If you should require additional time to obtain the final development order approval, please notify District staff prior to the expiration date to discuss time extension options. Once the reservation expires, the capacity will be released and a new completed application and fee will be required. If you have any questions, please contact me at (352) 253-6694 or at [lavalleyh@lake.k12.fl.us](mailto:lavalleyh@lake.k12.fl.us).

Sincerely,

Helen LaValley  
Growth Planning Department

Encl: School Concurrency Availability Determination



# Lake County Florida School Board CIP

## School Concurrency Availability Determination

**Project Name:** Rolling Acres - Fruitland Prk  
**Date Received:** 4/14/2022  
**Case Number:** LCS2022-13  
**Builder Name:** Darryl Carter Trustee  
**Location:** SEC of Lake Ella Road and Rolling Acres Road. Adjacent on the south to Spring Lake Pines subdivision

**Project Unit Yield By Type of School**

	Yield	Elem	Mid	High
Single Family	0.157	68		
Single Family	0.114			49
Single Family	0.079		34	
Town Homes	0.157	30		
Town Homes	0.114			22
Town Homes	0.079		15	

**Project Planned Units:**

**# Single Family:** 434      **# Multi-Family:** 0  
**# Townhomes:** 190      **# Apartments:** 0

**Additional Information:** 4/14/22 Recd SC application

**Service Area Analysis**

Concurrency Service Area (CSA)	Current Capacity	Programmed Capacity	Total Capacity	Current Enrollment	Reserved Demand	Total Demand	Available Capacity	Project Demand
CSA #9 - Elementary	1969	262	2231	1689	374	2063	168	98
CSA #9 - Middle	1129	0	1129	812	135	947	182	49
CSA #9 - High	1982	0	1982	1575	313	1888	94	71

Project Demand may differ from Project Yield by Type of School due to rounding

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

**PUD AMENDMENT**

**Owner:** Daryl Carter, as Trustee of Lake Ella Road Land Trust

**Applicant:** ResiBuilt Homes, LLC

**General Location:** South of Lake Ella Road & East of Rolling Acres Road

**Number of Acres:** 159.49 ± acres

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

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

**Proposed Zoning:** PUD Amendment

**Date:** August 24, 2022

**Description of Project**

The proposed development consists of 158 ± acres consisting of 413 single family units (50' x 120' - 6,000 SF and 60' x 120' – 7,200 SF) and 190 townhomes (24' x 120' – 2,880 SF) for a total unit count of 603 dwelling units at a density of 3.78 units/acre. The minimum net living area is 1432 SF. The proposed plan offers a varied landscape buffer with a 25' minimum width. The proposed plan designates 48.69 acres of open space (30%) consisting of 10.5 acres of recreation parcels and community park; 20.22 acres in buffers and other open space, and 17.97 acres of stormwater ponds (the ponds are proposed to be improved with walking trails and benches).

The existing approved PUD consisted of 210 single family units (50' x 120', 75' x 135', 80' x 150') and 426 townhomes for a total unit count of 636 units and 4.26 acres of neighborhood commercial uses. The previous plan also provided 46% open space with the majority of the buffers being 50' in width to mitigate the adjacent agriculturally zoned properties and low-density development. The proposed development is a reduction of 33 units.

	<b>Surrounding Zoning</b>	<b>Surrounding Land Use</b>
<b>North</b>	Lake County Agriculture (Ag). R-3	Lake County Urban Low (4 units/acre)
<b>South</b>	Lake County Ag & R-3	Lake County Urban Low
<b>East</b>	City PUD & Lake County R-1 & Ag	City MFLD and Lake County Urban Medium (7 units/acre)
<b>West</b>	Lake County Ag	Rural (1 unit/5 acres)

## **Assessment**

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### **Conceptual Plan**

The concept plan meets the minimum standards outlined in Chapter 154, Section 154.030(12)(G)(i).

Chapter 154, Section 154.030(12)(H) provides common open space requirements. A minimum of twenty-five percent (25%) of the total project area shall be established and maintained as common open space or common facilities. The total common open space required is 39.87 acres. The plan proposes six (6) recreational areas with amenities consisting of 2 pools with cabanas, 4 playgrounds with lawn sports and one (1) community park consisting of a dog park and lawn sports. These areas account for 10.5 acres. The landscape buffers and other open space accounts for 20.22 acres for a total of 30.72 acres. The applicant proposes utilizing the stormwater ponds as part of the open space requirement (17.97 acres) and proposed walking trails and benches as an amenity.

The plan indicates a varied buffer width with a minimum width of 25', Type "C" buffer (5 canopy trees, 4 understory trees, and 30 shrubs per 100 linear feet).

The applicant submitted sample elevations.

### **Environmental Assessment**

The assessment indicates the 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. The applicant submitted documentation that a sand skink survey is not required.

### **Traffic Impact Analysis**

The revised analysis indicates that portions of Rolling Acres Road operate below adopted LOS and future conditions in 2025 indicate that Micro Racetrack Road will operate below adopted LOS standards.

### **School Impact Analysis**

Lake County Schools has issued a capacity reservation letter and the proposed development will not degrade the school level of service.

### **Public Facilities Impact Analysis**

The City of Fruitland Park Public Works Department has indicated there is sufficient capacity for both water and sewer to serve the proposed project.

The adopted LOS and future conditions indicate that both Rolling Acres Road and Micro Racetrack Road will operate below adopted LOS standards.

## **Recommendation**

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The concept plan meets the minimum technical requirements of the LDRs. The revised traffic statement indicates that the proposed PUD will produce less trips than the previously approved PUD; however, pursuant to Chapter 153 of the LDRs, the City cannot approve development unless there is sufficient capacity at or above their adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

Chapter 153 further states to ensure that public facilities and services necessary to support development are available concurrent with the impacts of the development, the following standards must be met:

- 1) The necessary facilities and services must be in place at the time a development permit is issued, or the development permit will only be issued subject to the condition that the necessary facilities and services must be in place by a specified date when the impacts of the development are anticipated to occur; or
- 2) The necessary facilities must be under construction at the time a development permit is issued; or
- 3) The necessary facilities and services have been included in the Capital Improvements Program and are programmed for construction prior to or concurrent with the impacts of the proposed development; or
- 4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit issued; or
- 5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement of development order issued pursuant to Chapter 380, Florida Statutes, or any other development agreement entered into between the City and a developer. The agreement must guarantee that the necessary facilities and services will be in place prior to or concurrent with the impacts of development.

In the case of roadway facilities, the facilities will be deemed concurrent if the necessary improvements are committed in the first three years of the applicable adopted Florida Department of Transportation Five Year Work Program, the Lake County Five Year Road Capital Improvement Program or the City of Fruitland Park Five Year Capital Improvement Program.

The traffic analysis submitted indicates in the study conclusions that Rolling Acres Road from US 27/441 to CR 466 currently operates below the adopted LOS and is projected to continue to do so at the project buildout; however, no proportionate fair share mitigation was offered by the subject project. It appears that the subject property impacts this roadway by 18%.

The study also indicates that Micro Racetrack Road from Lake Ella Road to CR 466A is projected to operate below the adopted LOS under the build out conditions; however, no proportionate fair share

mitigation was offered by the subject project. It appears that the subject property impacts this roadway by 25%.

The study did recommend that alternative traffic control be evaluated at the intersection of Lake Ella Road with Rolling Acres Road and Micro Racetrack Road and a 305-foot westbound left turn lane is recommended at the project access driveway on Lake Ella Road.

Planning staff defers to City legal council as it appears planning staff cannot recommend approval unless proportionate fair share mitigation pursuant to Chapter 153, Section 153.050(B) is offered for Rolling Acres Road from US 27/441 to CR 466A and Micro Racetrack Road from Lake Ella Road to CR 466A.