



**506 WEST BERCKMAN STREET  
FRUITLAND PARK, FL 34731**

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

**TRC COFP Members:**

City Manager Gary La Venia, Chairman  
Police Chief Eric Luce, Vice Chair  
City Attorney  
Building Official  
Community Development Director  
Code Enforcement Officer  
Engineer - Halff  
Fire Chief  
Fire Inspector  
Land Planner LPG  
Public Works Director

**TRC Members:**

City of Leesburg Utilities  
Lake County School Board  
Lake County Public Works Department  
Lake County Economic Development

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**AGENDA  
TECHNICAL REVIEW COMMITTEE (TRC)  
February 7, 2023  
10:00AM**

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- I. MEETING START TIME:**
- II. MEMBERS PRESENT:**
- III. MEETING NOTES FROM PREVIOUS MEETING:** Meeting minutes from January 3, 2023 included for review/comment.
- IV. OLD BUSINESS: NONE**

**NEW BUSINESS:**

**A. Miller at Cutoff – Planned Development & Rezoning (Alternate Key: 3933635)**

An application for rezoning and planned development was submitted by Alex Stringfellow on behalf of the proposed development. The applicant is proposing to rezone 6.54 ± acres to a Planned Unit Development (from R-3) to accommodate 19 homes and 19 accessory dwellings, for a total of 38 dwelling units on 60' x 112' lots. The proposed density is 5.75 units/acre which is consistent with the Mixed Community land use. It is the applicant's intent to rent the single-family homes with long term leases, typically one year and to utilize the ADUs as conventional rentals (not short term or vacation rentals). Three home types are proposed: (1) 2,148 sf home with a 470 sf 2-car garage and a 705 sf

ADU over the garage, (2) a 2,152 sf home with a 442 sf 2-car garage and a 939 sf ADU with a 281 sf 1-car garage and (3) a 1,500 sf home with a 470 sf 2-car garage and no ADU.

The surrounding zoning is R-7, R-3, R-1, and PUD. Surrounding land uses include Urban Medium, Multiple Family High Density, Single-Family Low Density, and Single-Family Medium Density.

Three (3) waivers are being sought to the following LDR regulations:

- (1) LDC Section 156.010(e), a waiver to exceed the maximum ADU size of 939 sf, as it is 44% whereas an accessory dwelling unit must not exceed 40% of the size of the principal dwelling unit.
- (2) LDR Section 154.030(11) to allow for a PUD that is less than 10 acres.
- (3) LDR Section 157.080(a)(1)(f) to allow for a cul-de-sac street longer than 600 feet.

**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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City Manager Gary La Venia, Chairman  
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**TRC Members:**

City of Leesburg Utilities  
Lake County School Board  
Lake County Public Works Department  
Lake County Economic Development

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**AGENDA  
TECHNICAL REVIEW COMMITTEE (TRC)  
January 3, 2023  
10:00AM**

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- I. MEETING START TIME:**
- II. MEMBERS PRESENT:** Representing the City of Fruitland Park: Gary LaVenia (City Manager), Anita Geraci-Carver (City Attorney), Hugo Cabrera (Halff), Robb Dicus (Public Works Director), Ryan Solstice (LPG), Erik Luce (Chief of Police); Chuck Hiott (Halff) on behalf of the proposed development.
- III. MEETING NOTES FROM PREVIOUS MEETING:** Meeting minutes from December 6, 2022 included for review/comment.
- IV. OLD BUSINESS:** NONE

**NEW BUSINESS:**

- A. Arbor Park Phase 2 & 3 – Preliminary Plan/Plat (Alternate Key2: 1289874, 1289904, 1430411, 1639808, 3540468, 3691334, 3900702)**

A preliminary plat for Phase II and Phase III of Arbor Park, formerly known as Leesburg Fruit Company, Inc. Planned Unit Development, a 177 ± acre mixed use planned unit development located south of Urlick Street and east of C.R. 468 was submitted. Phase II & Phase III includes approval for 347 single family

detached units on 106.95 ± acres. Lot widths range from 50' to 70'. The average lot size is listed as 7,000 square feet and the minimum lot size is listed as 6,250 square feet.

Ordinance 2019-003 requires 80% of the lots be 50' wide, 10 percent of the lots to be 60' wide, and the remaining 10 percent to be 70' wide when the community is fully built out. Phase II and Phase III provide lot widths consistent with the intent of the approved PUD.

Chuck Hiott stated he plans to submit construction plans in a week or two.

The City Attorney has no comments. Halff cannot comment as they are the official engineer of record for this project.

The Public Works Director asked if water calculations had been run. Hiott responded yes, using the hydrant off of Urick though he does believe that once the elementary school is built and other developments go in that the water main may need to be extended from CR 468; believes this should be discussed soon before the right of ways are paved over for turn lanes.

As there were no other comments, TRC approved the application to move forward to the next Planning and Zoning Board meeting.

#### **BOARD MEMBERS' COMMENTS:**

#### **PUBLIC COMMENTS:**

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**ADJOURNMENT:** 10:15 AM



# MILLER AT CUTOFF PUD

**Project Name:** Miller at Cutoff

**Alternate Key:** 1287685

**Developer:**

Atlantic Housing Partners

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

**Site Location:** South of Miller Boulevard and West of Cutoff Road in the City of Fruitland Park, FL.

**Adjacent Zoning & Land Uses:** R-7 (Lake County) to the North, C-2 to the Northeast, PUD to the East, R-1 and R-3 to the South and R-1 (Lake County) and R-3 to the West.

**Proposed Use:** Residential and amenity buildings including, but not limited to, mail kiosks, gazebos, and other ancillary uses.

**Proposed Phasing:** Not applicable.

**Proposed Parking:** 2 Car Garage & Driveway

**Acres & Density:**

Gross Acreage of Parcel: +/- 9.05 Acres

Net Acreage in PUD: +/- 6.6 Acres

Max Density in FLU: 6 Du/Ac

Max Allowable: 39 Units

Proposed Units: 19 Units plus up to 19 ADUs

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

**Floodplain:** None present on the subject property.

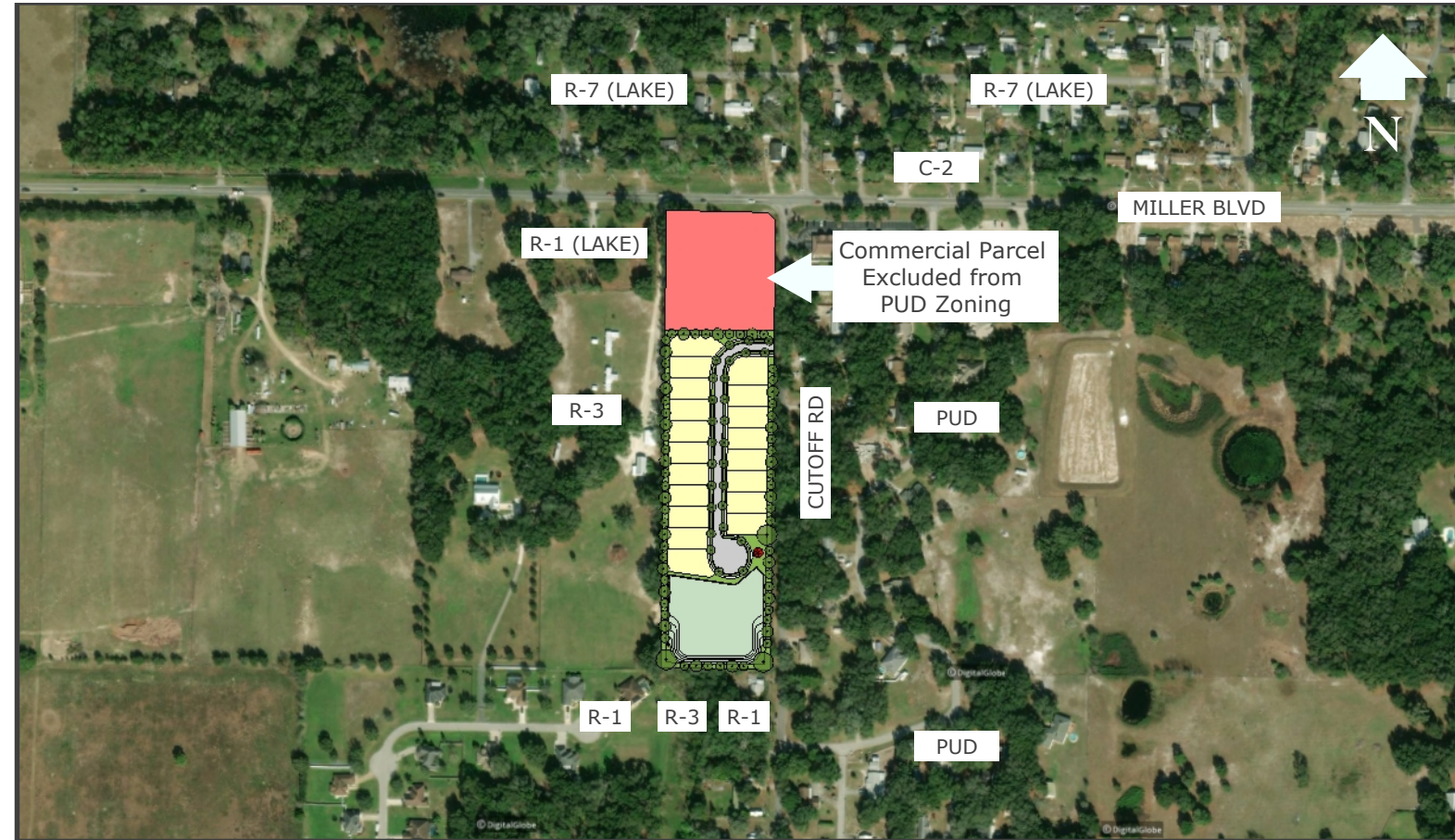
**Utilities:** City water service, fire protection, sewage disposal. Stormwater is proposed on site.

**Waivers:**

1. LDC Section 156.010(e), waiver to exceed maximum ADU size.
2. Waiver to allow for a PUD that is less than 10 acres.
3. LDC Section 157.080(a)(l)(f), waiver to allow for a cul-de-sac street longer than 600 feet.

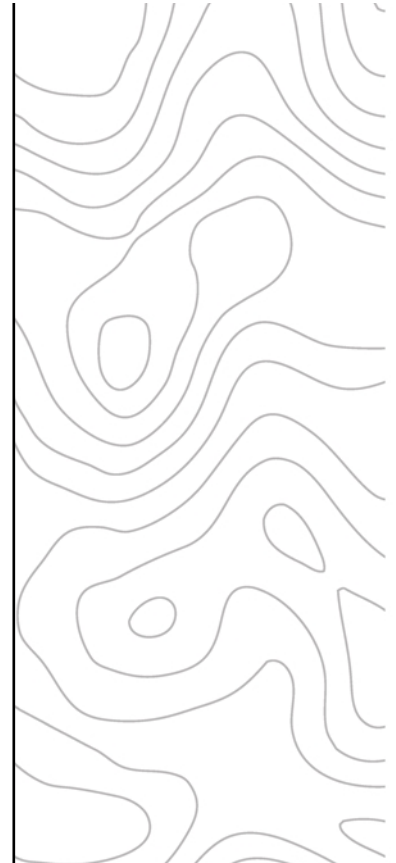
**Conditions:**

1. Principal Structure and Accessory Dwelling unit will be owned by the same entity.
2. Cul-de-sacs shall have a diameter of 100' or greater.



Situated south of Miller Blvd west of Cutoff Road in the City of Fruitland Park, Florida the Miller at Cutoff project is a proposed development of 19 single family homes with up to 19 accessory dwelling units. The total parcel size is +/- 9.05 Acres, however the commercial area of the project will not be part of the PUD and is currently zoned C-2. No commercial development is currently proposed. The remaining +/- 6.6 Acres on the south portion of the property is requesting a rezoning to a PUD and will contain residential uses. Current future land use allows up to 6 DU/AC or 39 units. The proposed development will have 19 single family units, along with up to 19 accessory units. The development will include an association that will maintain community amenities and associated private improvements. Access for the development will occur from Miller Blvd.

**Improvements to Cutoff Road:** Cutoff road will be improved to County standards from Miller Boulevard to the entry road for the community. The entryway to the community will be greater than 300 feet from the intersection of Miller Boulevard. A sidewalk on the west side of Cutoff Road will be provided for the length of the subject property. Location to be determined.



**Plan Prepared by:**  
ALEX STRINGFELLOW  
352.217.7710  
alex@stringfellowplanning.com

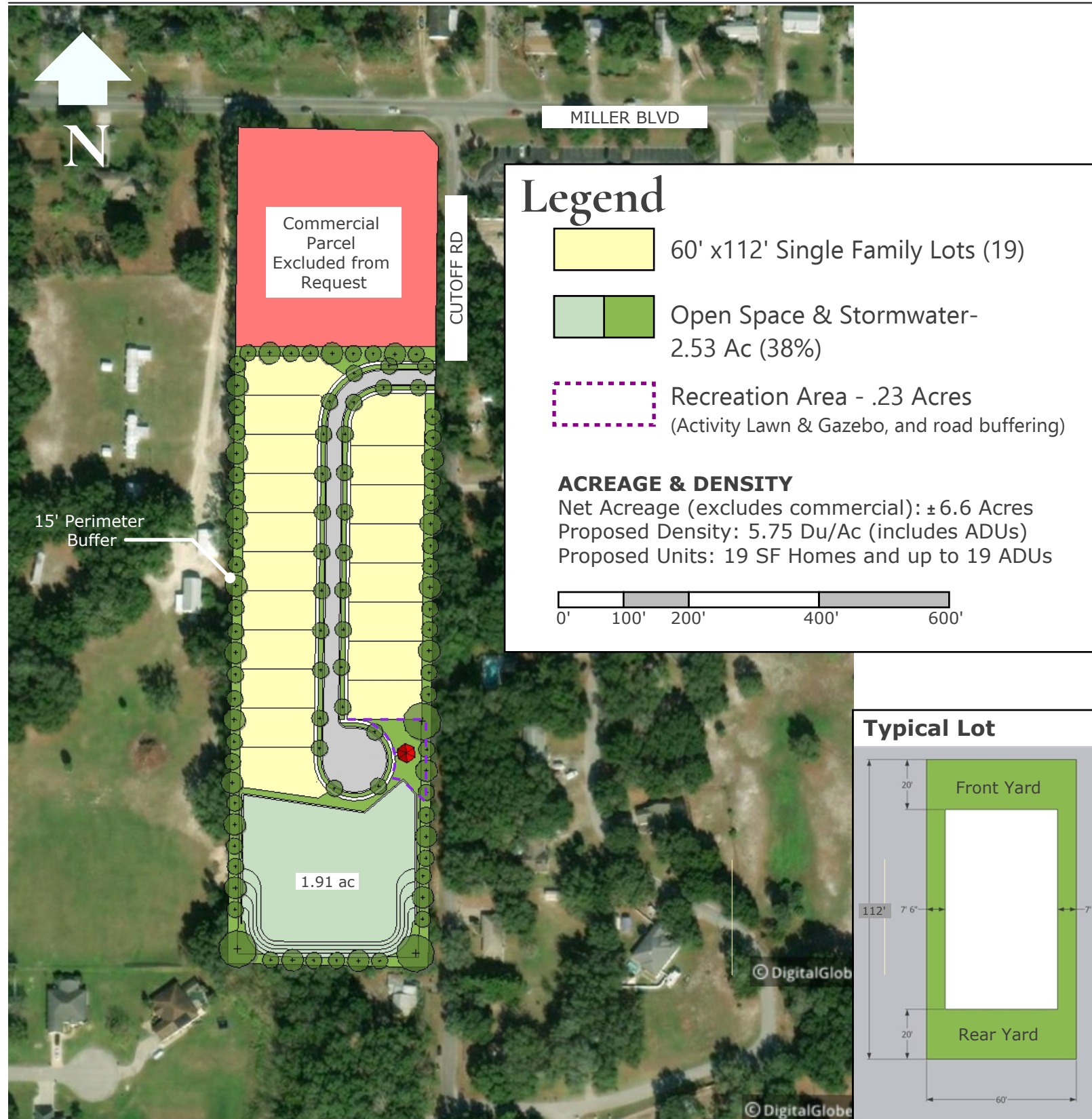
**Additional Supporting  
Graphics Prepared by:**  
SIMON HARDT  
207.607.9366  
simon@stringfellowplanning.com



**STRINGFELLOW**  
PLANNING & DESIGN



# MILLER AT CUTOFF PUD



## Unit Details

### Home Type 1: (2-car garage, Accessory Unit parking in driveway)

**Principal Unit:**

2,148 SF - AC Area  
 470 SF - Garage

**Accessory Unit (over garage):**

705 SF - AC Area (33% the size of the AC Area of principal unit)  
 - No Garage for Accessory Unit

### Home Type 2: (3-car garage, Accessory Unit parking in driveway or garage)

**Principal Unit:**

2,152 SF - AC Area  
 442 SF - 2 Car Garage

**Accessory Unit:**

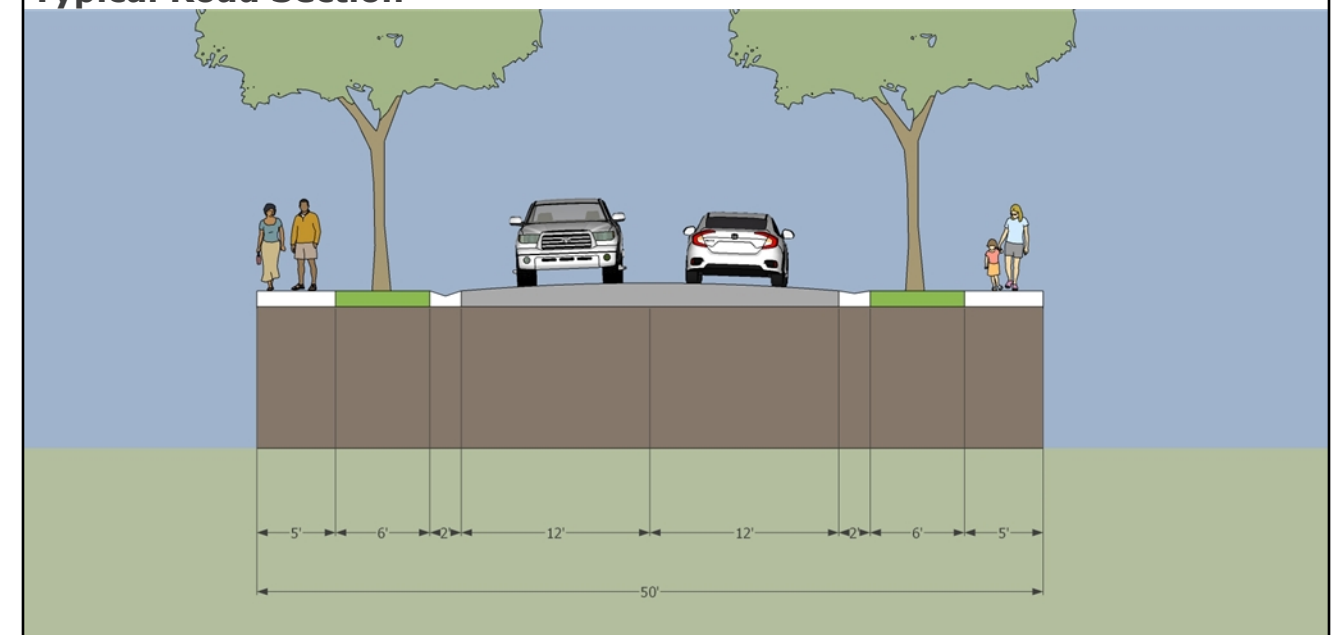
939 SF - AC Area (44% the size of principal structure, requires waiver of LDC Section 156.010(e))  
 281 SF - 1 Car Garage

### Home Type 3: SF homes without Accessory Unit

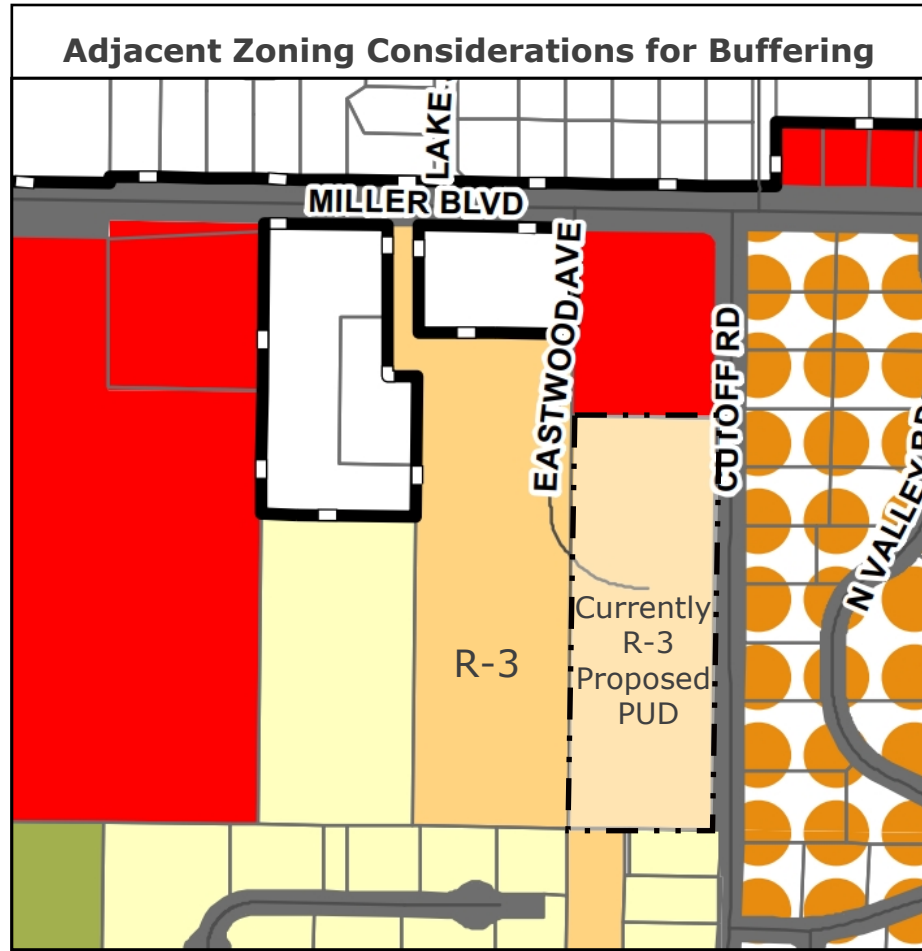
1,500 SF - AC Area  
 470 SF - 2 Car Garage

**Max Building Height:** 35 ft.

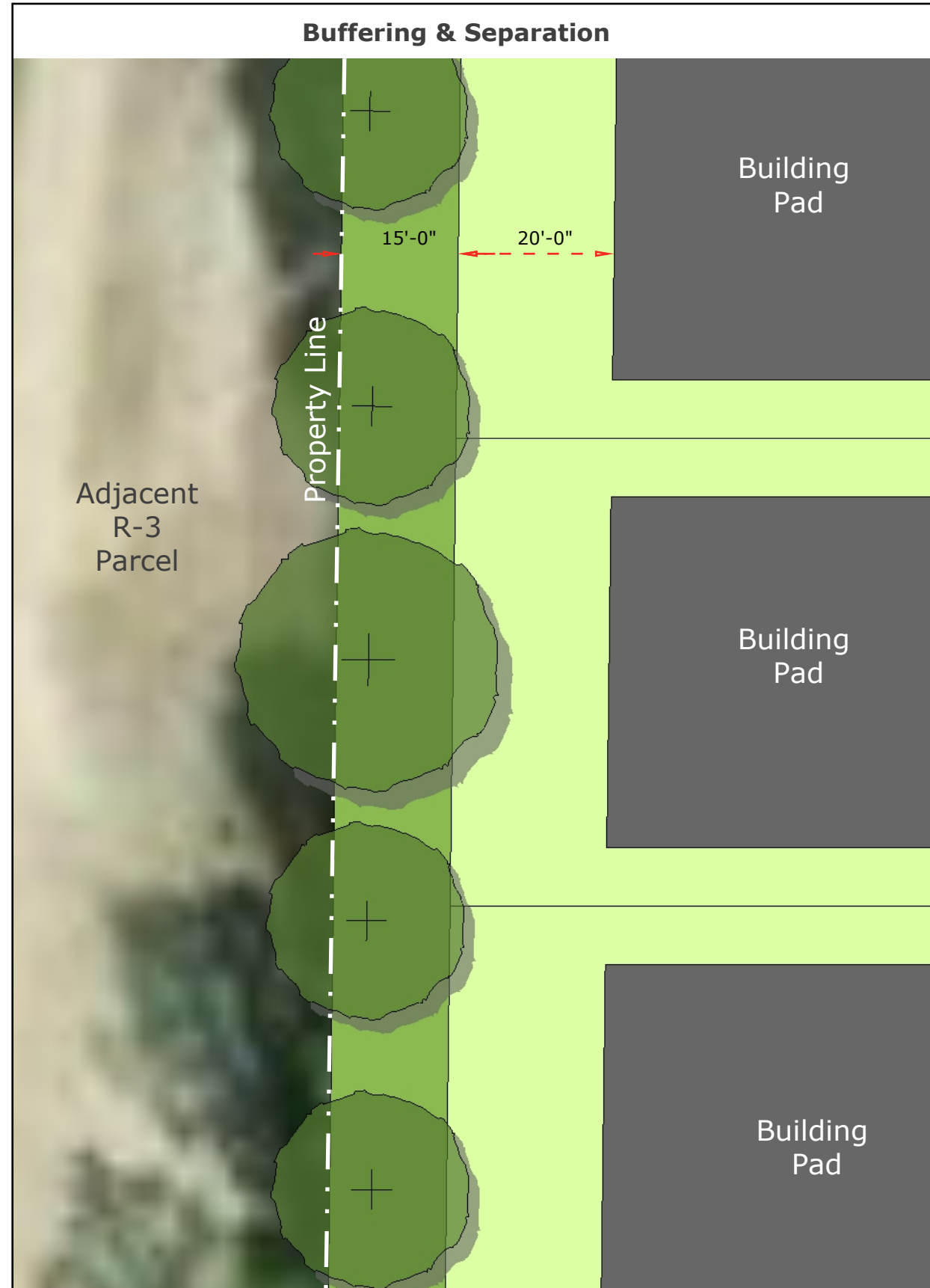
## Typical Road Section



# MILLER AT CUTOFF PUD



BUFFER REQUIREMENTS (per 100')				
SITE ZONING	BUFFER WIDTH	CANOPY TREES	UNDERSTORY TREES	SHRUBS
PUD	15'	2	--	8



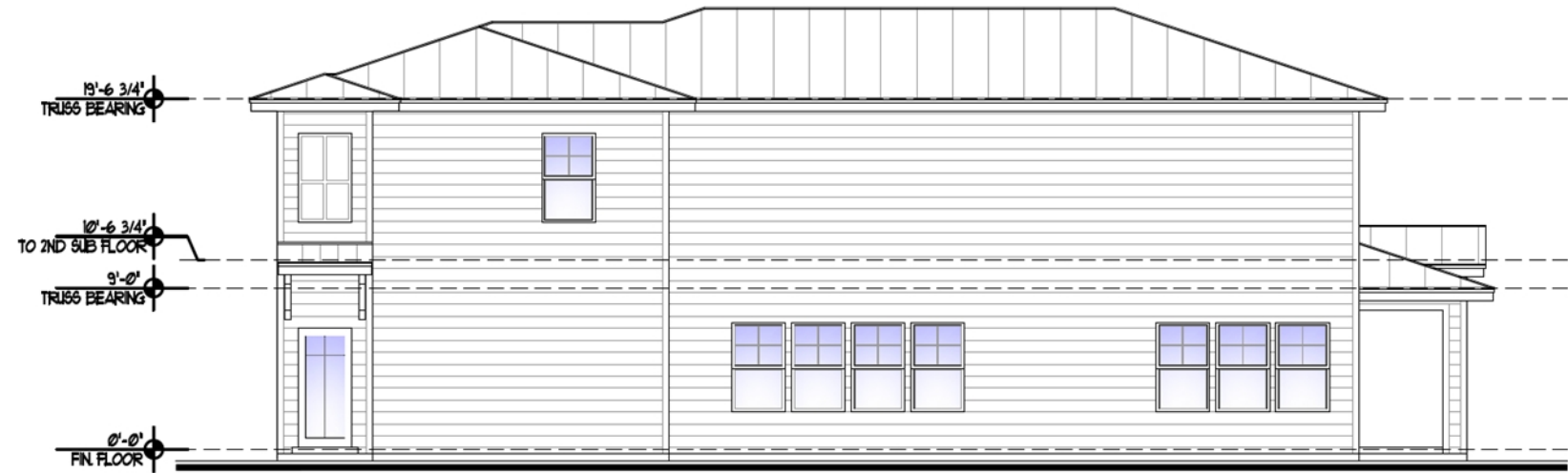
**STRINGFELLOW**  
PLANNING & DESIGN



# MILLER AT CUTOFF PUD



**1 BUILDING TYPE I - FRONT ELEVATION OPT. A**  
SCALE: 3/16" = 1'-0"



**2 BUILDING TYPE I - RIGHT ELEVATION OPT. A**  
SCALE: 3/16" = 1'-0"



**3 BUILDING TYPE I - REAR ELEVATION OPT. A**  
SCALE: 3/16" = 1'-0"



**4 BUILDING TYPE I - LEFT ELEVATION OPT. A**  
SCALE: 3/16" = 1'-0"

SLOCUM PLATT  
ARCHITECTS, P.A.

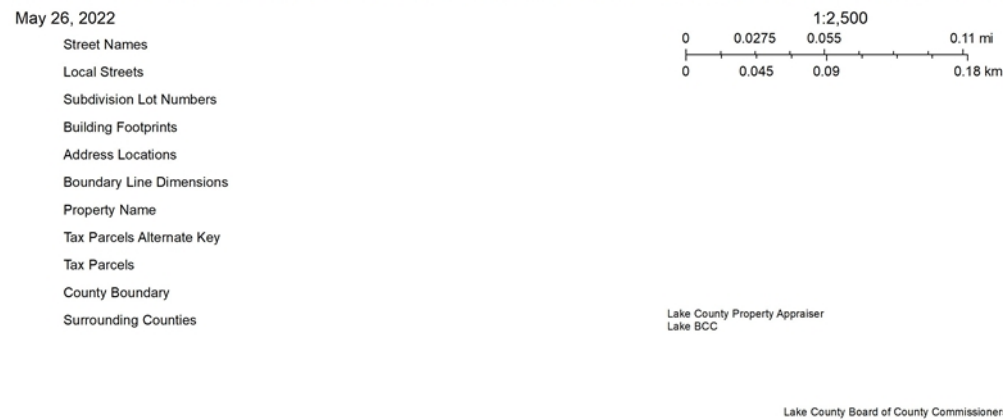
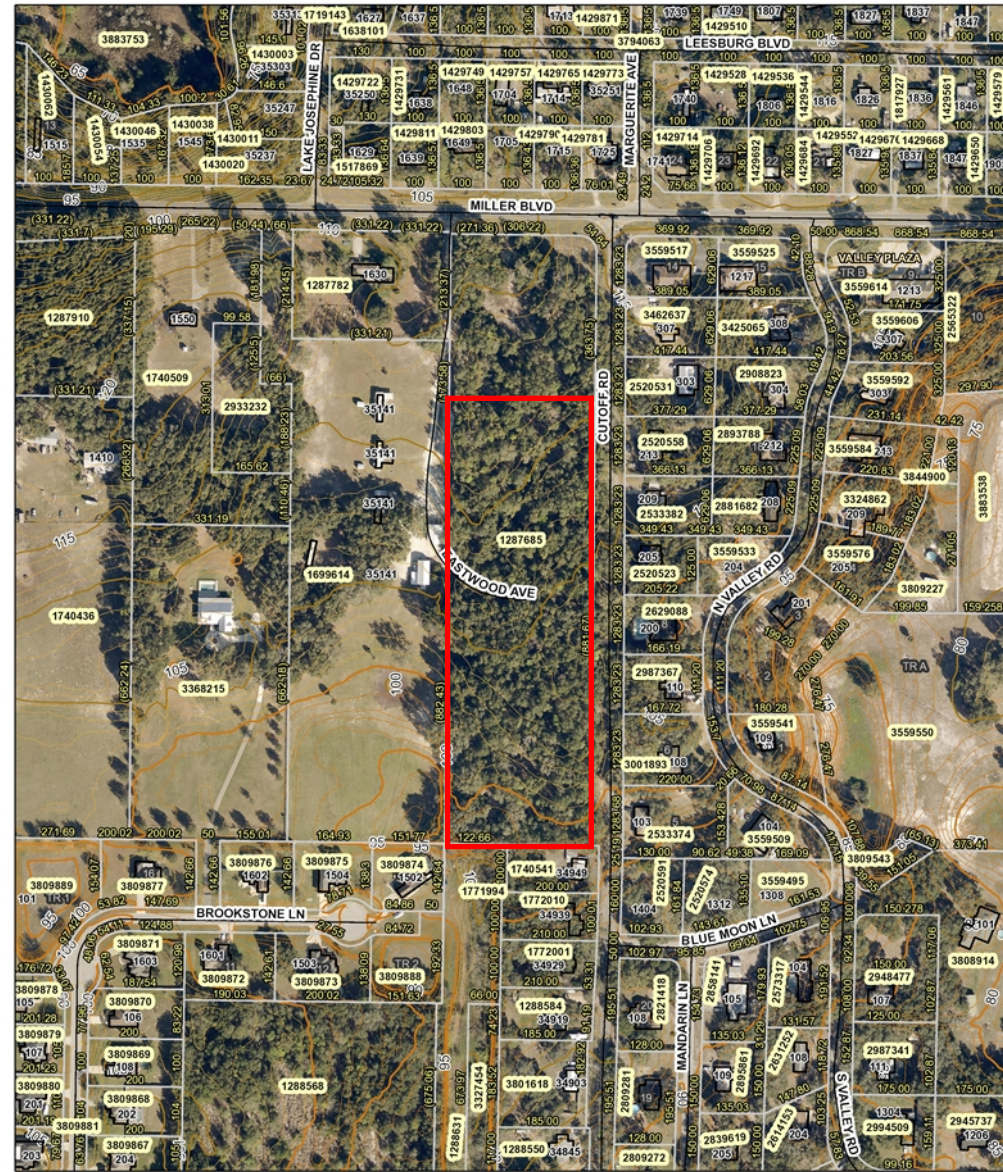
RANDALL J. SLOCUM AR 13380 WILLIAM P. PLATTS AR 13263  
670 NORTH ORLAND AVENUE, SUITE 1001 MAITLAND, FL 32751  
TEL: (407) 645-3019 FAX: (407) 645-2771  
WWW.SLOCUMPLATTS.COM



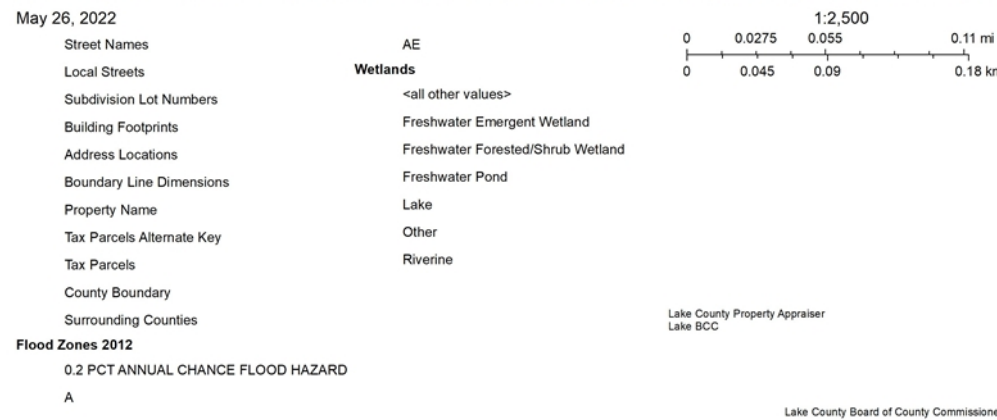
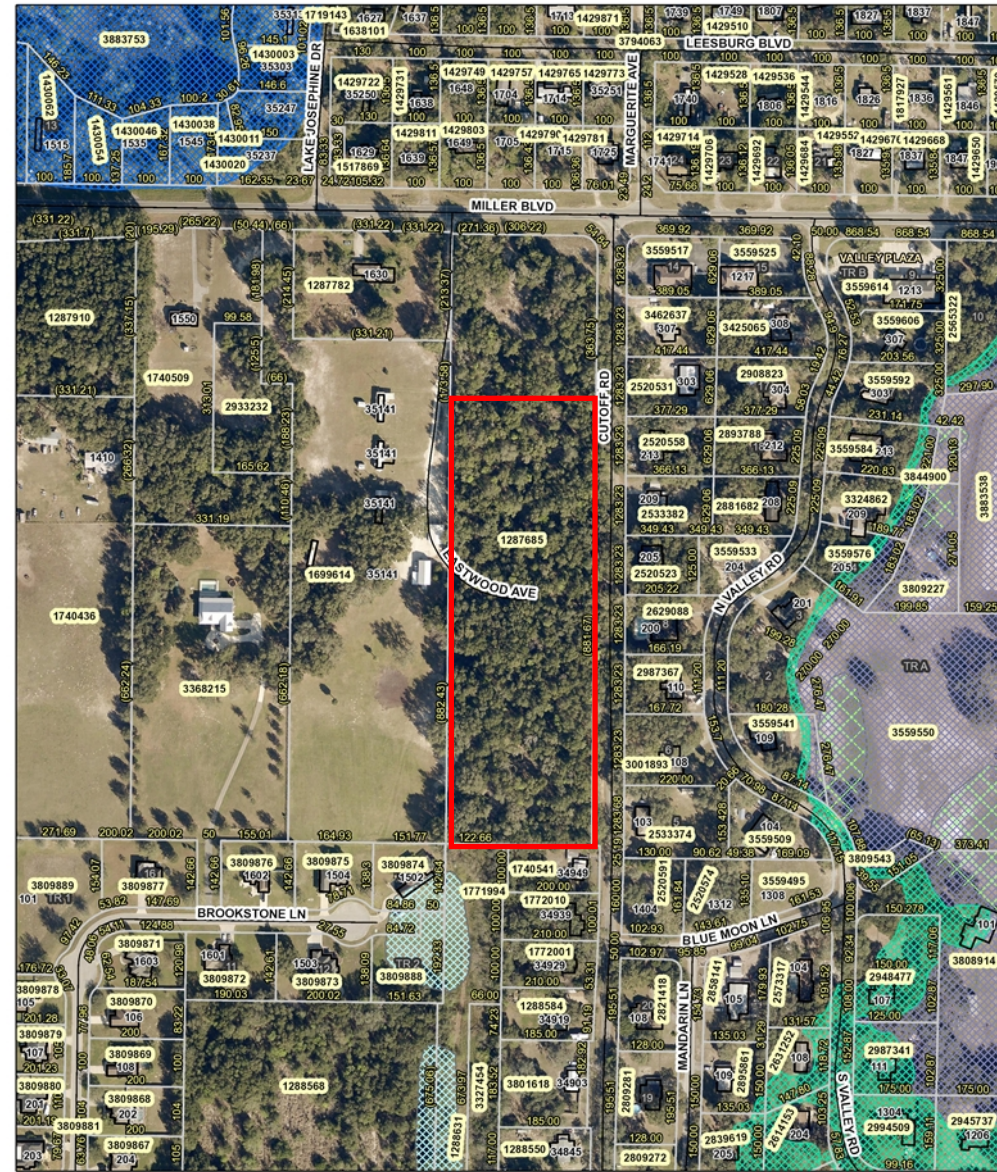


# MILLER AT CUTOFF PUD

## 1 ft. Contours (Source: Lake County)



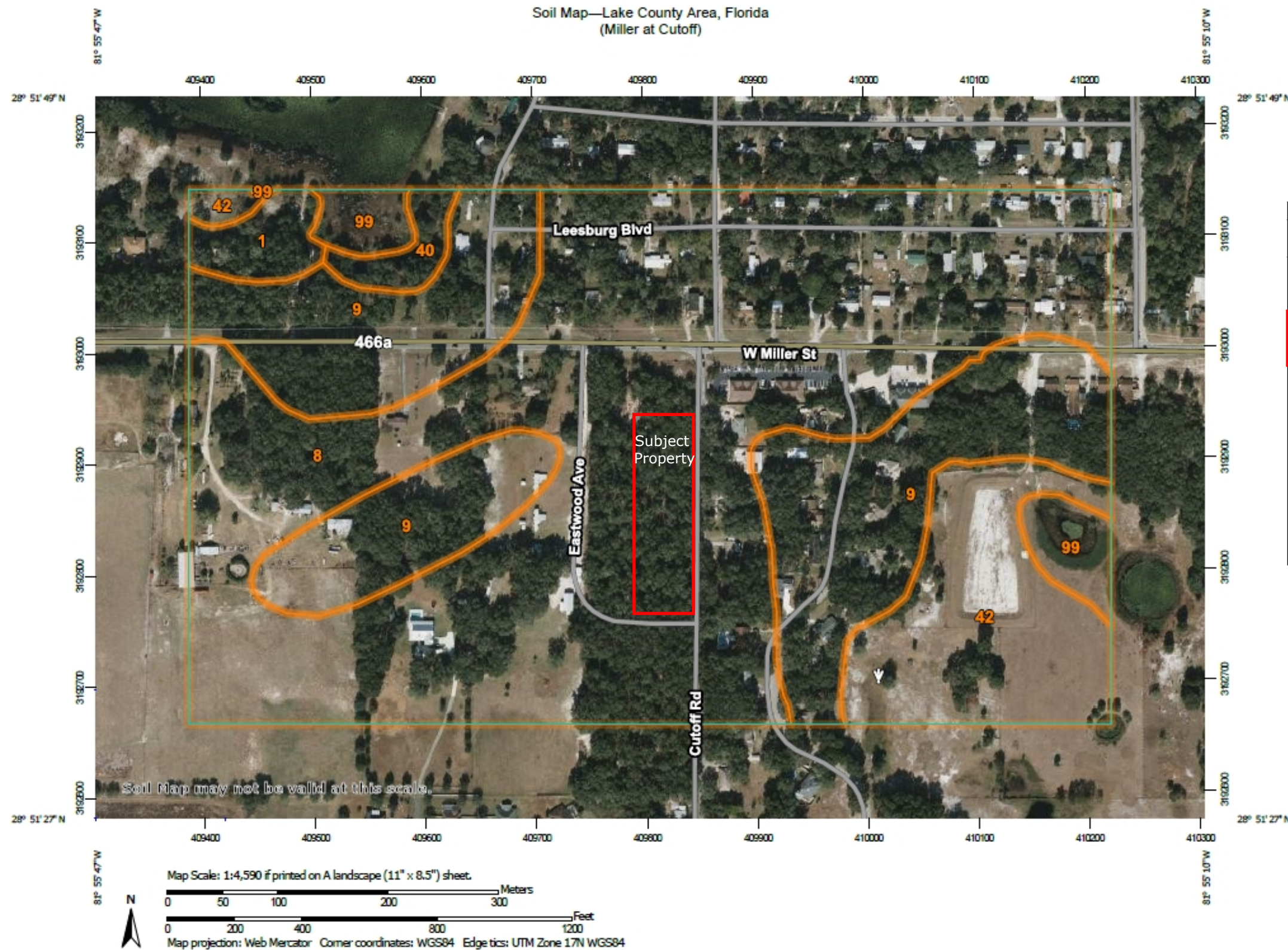
## Wetlands & Floodplains (Source: Lake County)



**STRINGFELLOW**  
PLANNING & DESIGN



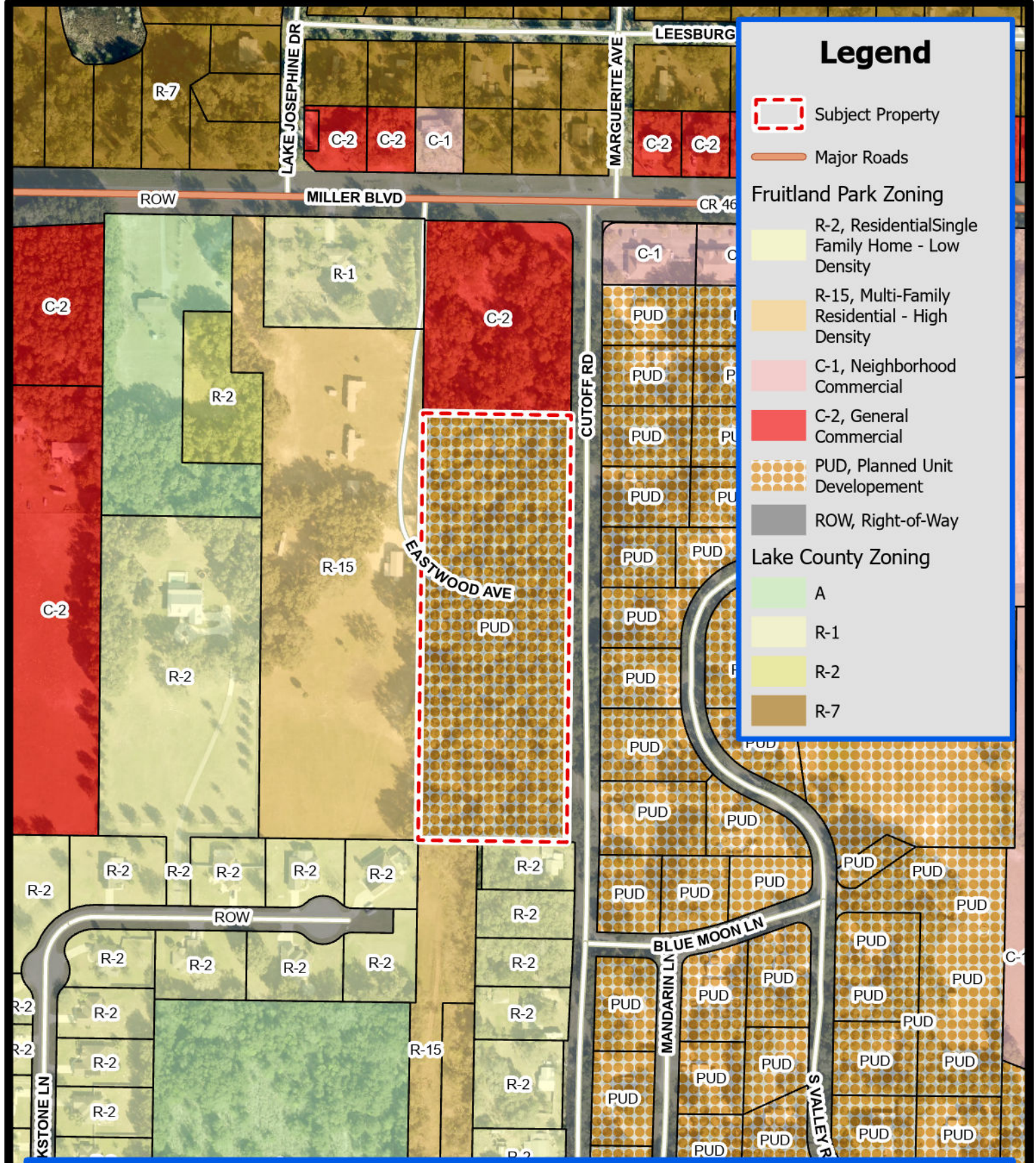
# MILLER AT CUTOFF PUD



## Map Unit Legend

Map Unit Symbol	Map Unit Name
1	Sparr sand, 0 to 5 percent slopes
8	Candler sand, 0 to 5 percent slopes
9	Candler sand, 5 to 12 percent slopes
40	Placid and Myakka sands, depressional
42	Pompano sand
99	Water
<b>Totals for Area of Interest</b>	





### Legend

- Subject Property
- Major Roads

#### Fruitland Park Zoning

- R-2, Residential Single Family Home - Low Density
- R-15, Multi-Family Residential - High Density
- C-1, Neighborhood Commercial
- C-2, General Commercial
- PUD, Planned Unit Development
- ROW, Right-of-Way

#### Lake County Zoning

- A
- R-1
- R-2
- R-7



0 105 210  
Feet

## Miller at Cutoff Road

### Proposed Zoning

Fruitland Park, FL

Project: Fruitland Park  
 Project #: 398-21-17  
 File: Proposed Zoning  
 PM: Sherie Lindh  
 Date: Jan, 31st, 2023  
 Created By: C.Manno



**ORDINANCE 2023-xx**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 6.54 ± ACRES OF PROPERTY LOCATED ON CR 466A, FRUITLAND PARK, FLORIDA FROM CITY OF FRUITLAND PARK R-3 ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUD, PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been submitted by Alex Stringfellow as applicant, on behalf of the owner, The Retreat at Miller Investment Properties, LLC requesting that approximately 6.54 +/- acres of real property located on CR 466A (the "Property") be rezoned from City of Fruitland Park R-3 to City of Fruitland Park PUD; and

**WHEREAS**, the property has a future land use designation of Mixed Community as shown on the City of Fruitland Park Comprehensive Plan Future Land Use Map; and

**WHEREAS**, the proposed zoning is consistent with the future land use designation; and

**WHEREAS**, the petition bears the signature of all applicable parties; 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 6.54 ± acres of land located on CR 466A, Fruitland Park shall hereafter be designated as PUD, Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as:

**LEGAL DESCRIPTION: See Exhibit A.**

**Parcel Alternate Key No. 3933635**

and depicted in **Exhibit B.**



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

Section 3. That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

Section 4. 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 5. 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 6. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. This Ordinance shall become effective in accordance with law.

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

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

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Esther Coulson, CMC, City Clerk  
(SEAL)

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

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

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

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

**EXHIBIT A**  
**Legal Description**

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LYING IN LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE RUN NORTH 89° 13' 16" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 FOR A DISTANCE OF 1,349.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 13' 16" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 306.16 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 33' 35" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5 FOR A DISTANCE OF 928.14 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89° 50' 43" EAST FOR A DISTANCE OF 306.22 FEET TO A POINT ON THE WEST LINE OF THE EAST 25.00 FEET OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CUTOFF ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 691, PAGE 2361 AND OFFICIAL RECORDS BOOK 700, PAGE 1373 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 33' 43" WEST ALONG SAID WEST LINE AND SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 933.13 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 284,942 SQUARE FEET, OR 6.54 ACRES, MORE OR LESS.

**EXHIBIT B**  
**Map**

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 \_\_\_\_\_, 2023, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and The Retreat at Miller Investment Partners, LLC, a Florida limited liability company (hereinafter referred to as the "Owner").

### RECITALS

1. The Owner desires to rezone approximately 6.54 ± 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 (hereinafter referred to as the "Property").

2. The Property is currently located within the City of Fruitland Park and is currently zoned City of Fruitland Park "R-3" with a future land use designation of "Mixed Community" on the City of Fruitland Park Future Land Use Map.

3. Owner has filed applications rezoning from City of Fruitland Park "R-3" to City of Fruitland Park "Planned Unit Development" for the Property.

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 a 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, adopts an ordinance rezoning the Property and such rezoning becomes effective. 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. However, if the City denies the application for rezoning, this Agreement shall be void and shall be of no further force and effect.

**Section 3. Land Use/Development.** Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by Stringfellow Planning & Design., dated November 15<sup>th</sup> 2023, and attached as **Exhibit "B"** (the "Plan"). The project shall be developed as a residential subdivision. All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) 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. Single family detached residential dwelling units, and accessory dwelling units.
- b. Passive and Active Recreation Facilities.
- c. Residential units shall not exceed 19 single family and 19 accessory dwelling units.
- d. Temporary modular office uses shall be allowed during construction.
- e. Up to six (6) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.

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

- a. The minimum living area shall be 1,500 square feet for the single family detached homes without an accessory dwelling unit.
- b. The minimum living area shall be 2,148 square feet for the single family detached homes with an accessory dwelling unit.
- c. The minimum living area of the accessory dwelling units shall be 705 square feet and a maximum of 939 square feet.
- d. The single family dwelling unit and accessory dwelling unit shall be owned by the same entity.
- e. The minimum lot size shall be 6,720 square feet for the detached single-family homes.
- f. Minimum lot width for detached single-family shall be 60 feet with a minimum lot depth of 112 feet.
- g. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Twenty feet (20')  
Garage - Twenty-three feet (23')

Side: Local Roadways - Twenty feet (20')  
Another Lot - Seven and one-half feet (7.5')

Rear: Local Roadway- Twenty feet (20')  
Another Lot - Seventeen feet (17')

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5').

- h. Maximum building height shall be limited to thirty-five feet (35') for single family.
- i. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Code.
- j. In lieu of a maximum building coverage an impervious surface ratio of sixty percent (60%) per lot shall be utilized.
- k. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- l. In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as walking trails, dog park, or open play fields.
- m. A minimum of 50% of the homes shall be Type 2 (3 car garage with accessory dwelling unit).
- n. Cul-de-sac length may exceed six hundred feet (600').
- o. Cul-de-sac shall have a diameter of one hundred feet (100') or greater.
- p. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-3 zoning district standards and other applicable sections of the Land Development Code.

**Section 6. Residential Design Standards.** Design Standards shall be as follows:

- a. **Architectural features** - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family 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 7. Changes to the Development Plan.** Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

**Section 8. Site Access and Transportation Improvements.** Vehicular access to the project site shall be provided by one primary access off of Miller Cutoff Road. Actual location and design of the boulevard shall be determined during the Preliminary Subdivision Plan review. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee 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 including curb and gutter.
- 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 Permittee 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. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- f. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.

**Section 9. 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. Lighting shall comply with the nonresidential design requirements of the Fruitland Park Land Development Regulations.

**Section 10. 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. 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, 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.

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 12. Easements.** Owner shall provide the City such public easements or right of way in form acceptable to the City Attorney, as the City deems necessary for utility services, including but not limited to sewer, water, drainage and reclaimed water services.

**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 and maintain a fifteen-foot (15') landscape buffer type "B" along the PUD perimeter property boundary. 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 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.

**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 commercial property owners within the City.



**Section 16. 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 17. Signage.** Owner shall submit a master sign plan as a component of the preliminary 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 18. 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. Title opinion or certification shall have an effective date of no more than 30 days prior to submittal. A copy of all back up documents referenced in the title opinion or certification must be provided.

**Section 29. 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 20. 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 21. 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 22. 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 23. 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 24. 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, nor 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 25. Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

**Section 26. 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 Missigman, Manager The Retreat at Miller Investment Partners, LLC 200 E. Canton Ave., Suite 102 Winter Park, Florida 32789
Copy to:	

**Section 27. 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 28. 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 29. Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 30. 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 RETREAT AT MILLER INVESTMENT PARTNERS, LLC**

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

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

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

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

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

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

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

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of The Retreat at Miller Investment Partners, LLC, who is 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  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  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**

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LYING IN LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE RUN NORTH 89° 13' 16" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 FOR A DISTANCE OF 1,349.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 13' 16" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 306.16 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 33' 35" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5 FOR A DISTANCE OF 928.14 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89° 50' 43" EAST FOR A DISTANCE OF 306.22 FEET TO A POINT ON THE WEST LINE OF THE EAST 25.00 FEET OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CUTOFF ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 691, PAGE 2361 AND OFFICIAL RECORDS BOOK 700, PAGE 1373 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 33' 43" WEST ALONG SAID WEST LINE AND SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 933.13 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 284,942 SQUARE FEET, OR 6.54 ACRES, MORE OR LESS.

**EXHIBIT "B"**  
**THE PLAN**

# MILLER AT CUTOFF PUD

**Project Name:** Miller at Cutoff

**Alternate Key:** 1287685

**Developer:**

Atlantic Housing Partners

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

**Site Location:** South of Miller Boulevard and West of Cutoff Road in the City of Fruitland Park, FL.

**Adjacent Zoning & Land Uses:** R-7 (Lake County) to the North, C-2 to the Northeast, PUD to the East, R-1 and R-3 to the South and R-1 (Lake County) and R-3 to the West.

**Proposed Use:** Residential and amenity buildings including, but not limited to, mail kiosks, gazebos, and other ancillary uses.

**Proposed Phasing:** Not applicable.

**Proposed Parking:** 2 Car Garage & Driveway

**Acreage & Density:**

Gross Acreage of Parcel: +/- 9.05 Acres

Net Acreage in PUD: +/- 6.6 Acres

Max Density in FLU: 6 Du/Ac

Max Allowable: 39 Units

Proposed Units: 19 Units plus up to 19 ADUs

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

**Floodplain:** None present on the subject property.

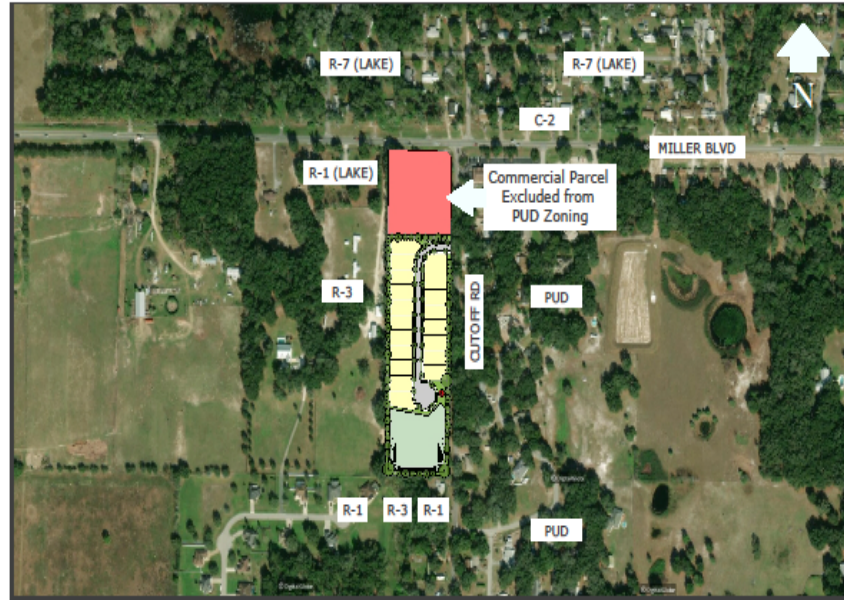
**Utilities:** City water service, fire protection, sewage disposal. Stormwater is proposed on site.

**Waivers:**

1. LDC Section 156.010(e), waiver to exceed maximum ADU size.
2. Waiver to allow for a PUD that is less than 10 acres.
3. LDC Section 157.080(a)(l)(f), waiver to allow for a cul-de-sac street longer than 600 feet.

**Conditions:**

1. Principal Structure and Accessory Dwelling unit will be owned by the same entity.
2. Cul-de-sacs shall have a diameter of 100' or greater.



Situated south of Miller Blvd west of Cutoff Road in the City of Fruitland Park, Florida the Miller at Cutoff project is a proposed development of 19 single family homes with up to 19 accessory dwelling units. The total parcel size is +/- 9.05 Acres, however the commercial area of the project will not be part of the PUD and is currently zoned C-2. No commercial development is currently proposed. The remaining +/- 6.6 Acres on the south portion of the property is requesting a rezoning to a PUD and will contain residential uses. Current future land use allows up to 6 DU/AC or 39 units. The proposed development will have 19 single family units, along with up to 19 accessory units. The development will include an association that will maintain community amenities and associated private improvements. Access for the development will occur from Miller Blvd.

**Improvements to Cutoff Road:** Cutoff road will be improved to County standards from Miller Boulevard to the entry road for the community. The entryway to the community will be greater than 300 feet from the intersection of Miller Boulevard. A sidewalk on the west side of Cutoff Road will be provided for the length of the subject property. Location to be determined.



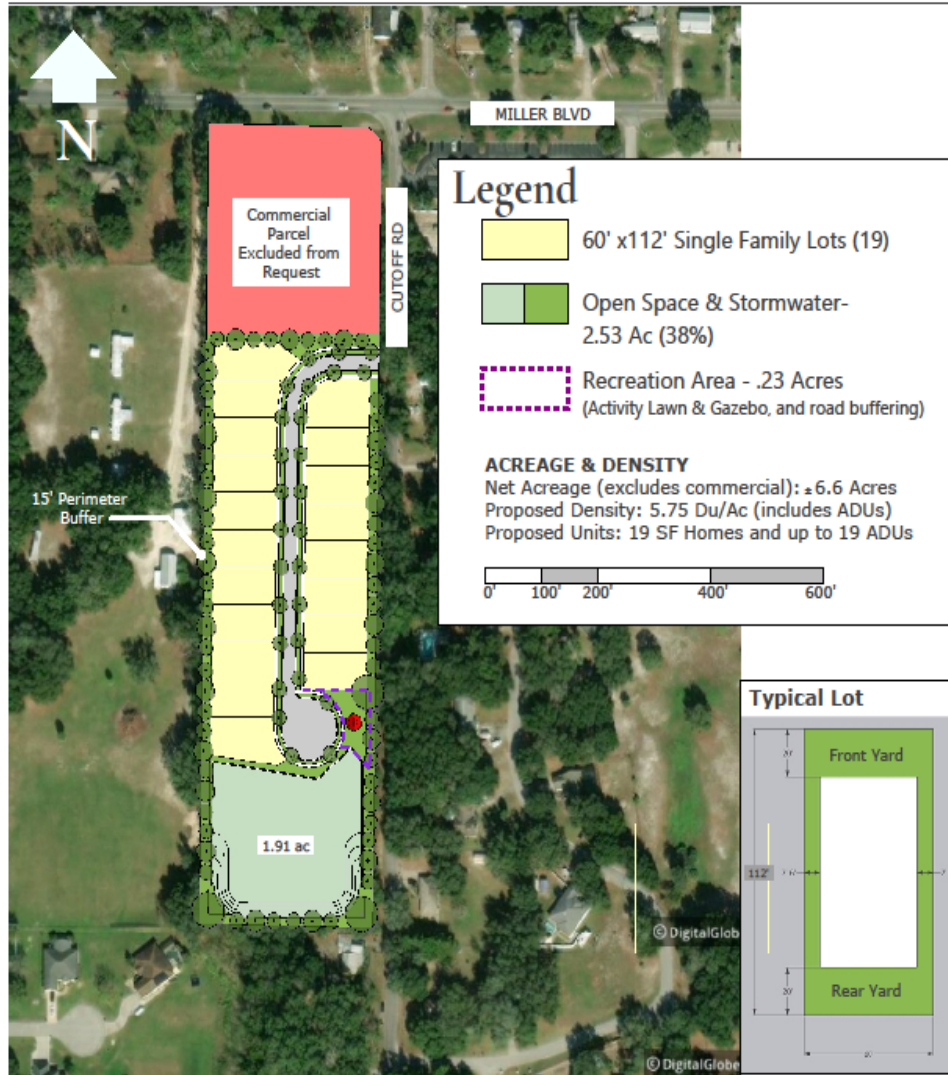
Plan Prepared by:  
ALEX STRINGFELLOW  
352.217.7710  
alex@stringfellowplanning.com

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



STRINGFELLOW  
PLANNING & DESIGN

# MILLER AT CUTOFF PUD



## Unit Details

### Home Type 1: (2-car garage, Accessory Unit parking in driveway)

**Principal Unit:**  
 2,148 SF - AC Area  
 470 SF - Garage  
**Accessory Unit (over garage):**  
 705 SF - AC Area (33% the size of the AC Area of principal unit)  
 - No Garage for Accessory Unit

### Home Type 2: (3-car garage, Accessory Unit parking in driveway or garage)

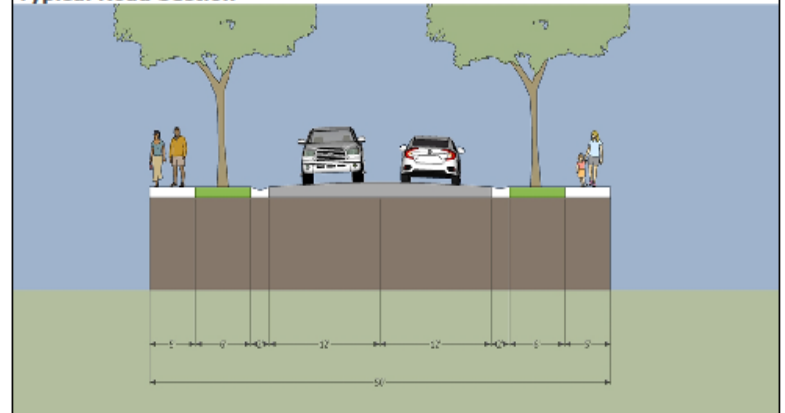
**Principal Unit:**  
 2,152 SF - AC Area  
 442 SF - 2 Car Garage  
**Accessory Unit:**  
 939 SF - AC Area (44% the size of principal structure, requires waiver of LDC Section 156.010(e))  
 281 SF - 1 Car Garage

### Home Type 3: SF homes without Accessory Unit

1,500 SF - AC Area  
 470 SF - 2 Car Garage

**Max Building Height: 35 ft.**

## Typical Road Section





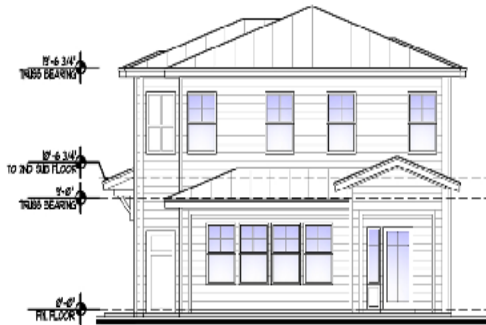
# MILLER AT CUTOFF PUD



1 BUILDING TYPE I - FRONT ELEVATION OPT. A  
SCALE: 3/8" = 1'-0"



2 BUILDING TYPE I - RIGHT ELEVATION OPT. A  
SCALE: 3/8" = 1'-0"



3 BUILDING TYPE I - REAR ELEVATION OPT. A  
SCALE: 3/8" = 1'-0"



4 BUILDING TYPE I - LEFT ELEVATION OPT. A  
SCALE: 3/8" = 1'-0"

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

**REZONING**

**Owner:** The Retreat at Miller Investment Partners, LLC, Paul Missigman, Manager

**Applicant:** Alex Stringfellow

**General Location:** Southwest corner of Miller Blvd & Cutoff Rd

**Number of Acres:** 6.54 ± acres

**Existing Zoning:** R-3

**Existing Land Use:** Commercial High Intensity (Comm) & Mixed Community (MC) (6 units/acre)

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

**Date:** January 31, 2023

**Description of Project**

The applicant is proposing to rezone 6.54 +/- acres to a Planned Unit Development (PUD) to accommodate 19 homes and 19 accessory dwellings, for a total of 38 dwelling units on 60' X 112' lots. The proposed density is 5.75 units/acre which is consistent with the MC land use. The lots will be platted. It is the applicant's intent to rent the single family homes with long term leases, typically one year.

The proposed development consists of three home types on 60' X 112' (6,720 SF) lots:

- (1) a 2,148 sq ft home with a 470 sq ft garage and accessory dwelling unit of 705 sq ft over the garage (2 car garage, with the ADU parking in driveway)
- (2) a 2,152 sq ft home with a 442 sq ft garage and accessory dwelling unit of 939 sq ft (3 car garage, with ADU parking in the garage or the driveway)
- (3) a 1,500 sq ft home with no accessory dwelling unit and a 470 sq ft 2 car garage.

The proposed development consists of 2.53 acres of open space and stormwater, as well as .23 acres of recreation. These areas respectively encompass 39% and 3.5% of the total site. The surrounding zoning is R-7, R-3, R-1, and PUD. Surrounding land uses include Urban Medium, Multiple Family High Density, Single-Family Low Density, and Single-Family Medium Density.

	<b>Surrounding Zoning</b>	<b>Surrounding Land Use</b>
<b>North</b>	R-7	Urban Medium (7 du/acre)
<b>South</b>	R-3 and R-1	Multiple Family High Density (15 du/acre) & Single-Family Low Density (2 du/acre)
<b>East</b>	PUD	Single Family Medium Density (4 du/acre)
<b>West</b>	R-3 and R-1	Multiple Family High Density (15 du/acre)

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## **Assessment**

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### **Rezoning**

The minimum parcel size should be ten (10) acres, but parcels less than the minimum required area may be approved, if the City Commission determines that the intent and purpose of the PUD district in conjunction with the expressed municipal development policy would be served in such a case (LDR Chapter 154.030(11)). A waiver to allow for a PUD that is less than 10 acres has been included.

A waiver is being requested for the proposed accessory dwelling unit of 939 SF, as it is 44% of the size of the principal unit, and will require a waiver of LDR Section 156.010(e) in which an accessory dwelling unit must not exceed 40% of the size of the principal dwelling unit.

A waiver to Section 157.080(a)(1)(f) is requested and added to the PUD plan. This section requires a cul-de-sac street be less than 600-feet in length.

The three waivers being sought are to the following LDR regulations:

- (1) LDC Section 156.010(e), a waiver to exceed the maximum ADU size.
- (2) LDR Section 154.030(11) to allow for a PUD that is less than 10 acres.
- (3) LDR Section 157.080(a)(1)(f) to allow for a cul-de-sac street longer than 600 feet.

### **Conceptual Plan**

The Concept plan meets the minimum technical requirements.

### **Recommendation**

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It is the applicant's intent to utilize the ADUs as conventional rentals (not short term or vacation rentals). Planning staff defers to City legal counsel if a waiver is needed to the definition section of the LDRs.

Staff has no objections to the waivers sought.

The Mixed Community land use requires a mix of uses; however, the City's policy has been those projects less than 10 acres may provide for a single land use. A mix of land uses will be achieved by the existing C-2 zoned property located along CR 466A which is also owned by the property owner.

The proposed development provides for a single-family community with accessory dwelling units, a housing option that currently does not exist within the city. The proposed PUD is compatible with the general area and would provide a transition of density from the multi-family zoning (R-3) and residential zoning (R-1) located adjacent to the western and southern property boundaries.

Staff recommends approval of the rezoning with the following recommendation to address parking concerns:

A minimum of 50% of the lots shall be developed with the Home Type 2 unit which provides the principal structure with a 2 car garage and an accessory dwelling unit with a 1 car garage.