



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

Board Members: Al Goldberg, Chairman Daniel Dicus, Vice Chair Carlisle Burch Roger Sines Walter Birriel	Others: Michael Rankin, LPG Sharon Williams, Administrative Manager Emily Church, Office Assistant
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AGENDA
PLANNING & ZONING BOARD
APRIL 20, 2023
6:00 PM

- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
- II. **ROLL CALL:**
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from January 19, 2023 included for review/comment.
- IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. Veterinary Emergency Clinic – Major Site Plan (Alternate Key: 3924369)

The owner is seeking site plan approval for construction of Veterinary Emergency Clinic of 9,850 SF within the Village Park Commercial Subdivision. The proposed veterinary emergency clinic is a permitted use pursuant to Ordinance 2021-002. Development of the subject site must conform with PUD Ordinance 2018-002. Surrounding zoning is PUD and C-2. Ordinance 2018-002 requires a 50' setback and 25' Type "C" landscape buffer.

Staff recommends approval of Resolution 2023-028.

B. Rolling Acres/Lake Ella Rd, Resubuilt - Preliminary Plan (Alternate Keys: 1284082 & 1284015)

The applicant is seeking preliminary plan approval of the proposed subdivision consisting of 603 dwelling units of single family and attached single family [413 single family units and 190 townhomes] at a density of 3.78 units/acre. Surrounding zoning is PUD and Lake County Agriculture, R-1 and R-3. Proposed single family minimum lot widths are 50' and 60' with corner lots to be 15' wider than the minimum lot widths.

The city will require a copy of the ingress/egress agreement with Lake County. Also, trees are depicted in the right-of-way on the landscape plans which may be in conflict with water/sewer and reclaim water connection locations, as well as communications lines. Both conditions are addressed in Resolution 2023-027.

Staff recommends approval with the aforementioned conditions.

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:



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

Board Members: Al Goldberg, Chairman Daniel Dicus, Vice Chair Carlisle Burch Roger Sines Walter Birriel	Others: Michael Rankin, LPG Sharon Williams, Administrative Manager Emily Church, Office Assistant
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AGENDA
PLANNING & ZONING BOARD
JANUARY 19, 2023
6:00 PM

- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Board Chairman Goldberg requested that all participate in the pledge of allegiance; Michael Rankin was asked to lead the invocation.
- II. **ROLL CALL:** All members present.
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from November 3, 2022 included for review/comment. Vice Chair Dicus made the motion to approve the last meeting's minutes and was seconded by Board Member Birriel. Passed Unanimously.
- IV. **OLD BUSINESS:** NONE
- NEW BUSINESS:**
- A. **Arbor Park Phase 2 & 3 – Preliminary Plan/Plat (Alternate Keys: 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 Urick Street and east of C.R. 468. 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.

Staff recommends approval of the preliminary plat.

Michael Rankin of LPG introduced the project, Suresh Gupta the property owner, and Chuck Hiott the engineer. Hiott reminded the board that phase one of this planned development will be under construction soon and this is the next phase of the PUD approved development.

Chairman Goldberg opened for public comment and seeing none, brought it back to the board.

Board Member Burch had concerns about traffic on Martin Luther King Rd, Hiott responded that it is part of the Phase 2 and 3 construction plans. Vice Chair Dicus asked about the primary means of ingress/egress during construction of Phase 1. Hiott responded it will be on Wilder St.

Board Member Birriel made the motion to approve and it was seconded by Board Member Burch. Passed unanimously.

B. Park Square Fruitland Park – Annexation, Rezoning & Small Scale Comp Plan Amendment (SSCPA) - Alternate Keys: 1289691

Application for Annexation, Rezoning and SSCPA submitted by applicant, Vishaal Gupta, on behalf of the owner Kimaya, LLC. The subject site is approximately 19.10 ± acres, located adjacent to the city limits along the northern and western property boundaries, and is within the city's utility service area. The property is eligible for voluntary annexation and would be considered infill development.

The property is currently zoned Agriculture in Lake County. The applicant is proposing a zoning designation to R-10, multi-family medium density, along with a small-scale comprehensive plan amendment conducive to the proposed zoning. The proposed zoning is compatible with the adjacent lands. The property to the North is zoned R-15 and to the west the property is zoned MUPUD (6 units/acre). The property to the South is City of Leesburg (appears to be City of Leesburg right of way), and to the east the property is zoned C-3.

Staff recommends approval of the annexation, small scale comp plan, and rezoning of this property.

Michael Rankin of LPG introduced the project and Suresh Gupta the property owner and Chuck Hiott the engineer.

Chuck Hiott stated they originally came in planning for a density of fifteen dwelling units per acre to match surrounding areas but adjusted their application to ten which would be a reduction from what could be placed there by Lake County.

Chairman Goldberg opened for public comment, seeing none, and brought it back to the board.

Vice Chair Dicus asked what the intended use of the property was and what is the intended building height. Hiott responded it will be multi-family upscale luxury apartments and the building height is limited to three stories. Vice Chair Dicus asked why not two-story townhomes, Hiott responded they are looking at that for land to the north. If this is annexed, it will be part of a 37-acre parcel.

Board Member Birriel made the motion to approve the annexation, rezoning & small scale comp plan amendment and it was seconded by Vice Chair Dicus. Passed unanimously.

C. Crystal Lake Vista – Preliminary Plan/Plat (Alternate Key: 1288606)

An application for a preliminary plat was submitted by A&B Engineering Consultants, PA (Angel Rivera) on behalf of the owner, Crystal Lake Land Holdings, LLC. The proposed development will consist of 65 single family lots with a minimum living area of 1,200 square feet, sanitary sewer and

central water. The proposed density is 2.71 dwelling units per acre. The site is approximately 24.83 +/- acres and is currently zoned PUD (Planned Unit Development).

Staff recommends approval of the preliminary plat.

Michael Rankin of LPG introduced the project and advised Angel Rivera was absent. Rankin stated that part of the property was a tree farm so they are currently harvesting wood from that area. Chairman Goldberg opened for public comment.

Sharon Yutzy (Myrtle Lake Ave) shares a property line with the subject property. She remains concerned about traffic and the permanent damage that may be done to Crystal Lake. Yutzy is also concerned about the lot and home sizes that increase the density, negative environmental impact and property values.

Kay Wright (Clearbrook Ct) expressed concern about the loss of the semi-rural environment and is only just receiving notification about this development that has been approved for some time. Wright stated that adding those 65 homes in that location will not add value to the residents – it will increase crime and lower property values. Wright expressed concerns over displaced wildlife and the burden on emergency services and city infrastructure.

Dale Zies (Myrtle Lake) lives on 9 acres near the project and concern with the back five acres flooding during rain. Zies is concerned about water runoff, the tree harvesting, and pine trees removed without care for the gopher tortoises on the property.

Board Member Sines asked about the finished first-floor elevation. Rankin of LP responded they cannot build in the 100-year flood plain. Vice Chair Dicus asked about the traffic on Myrtle Lake to 468. Rankin responded they will have to build to county standards.

Vice Chair Dicus asked if they can make a recommendation for a lower density, Rankin said yes as an advisory board you can but defers to City Attorney, City Attorney said their density was permissible with their zoning designation.

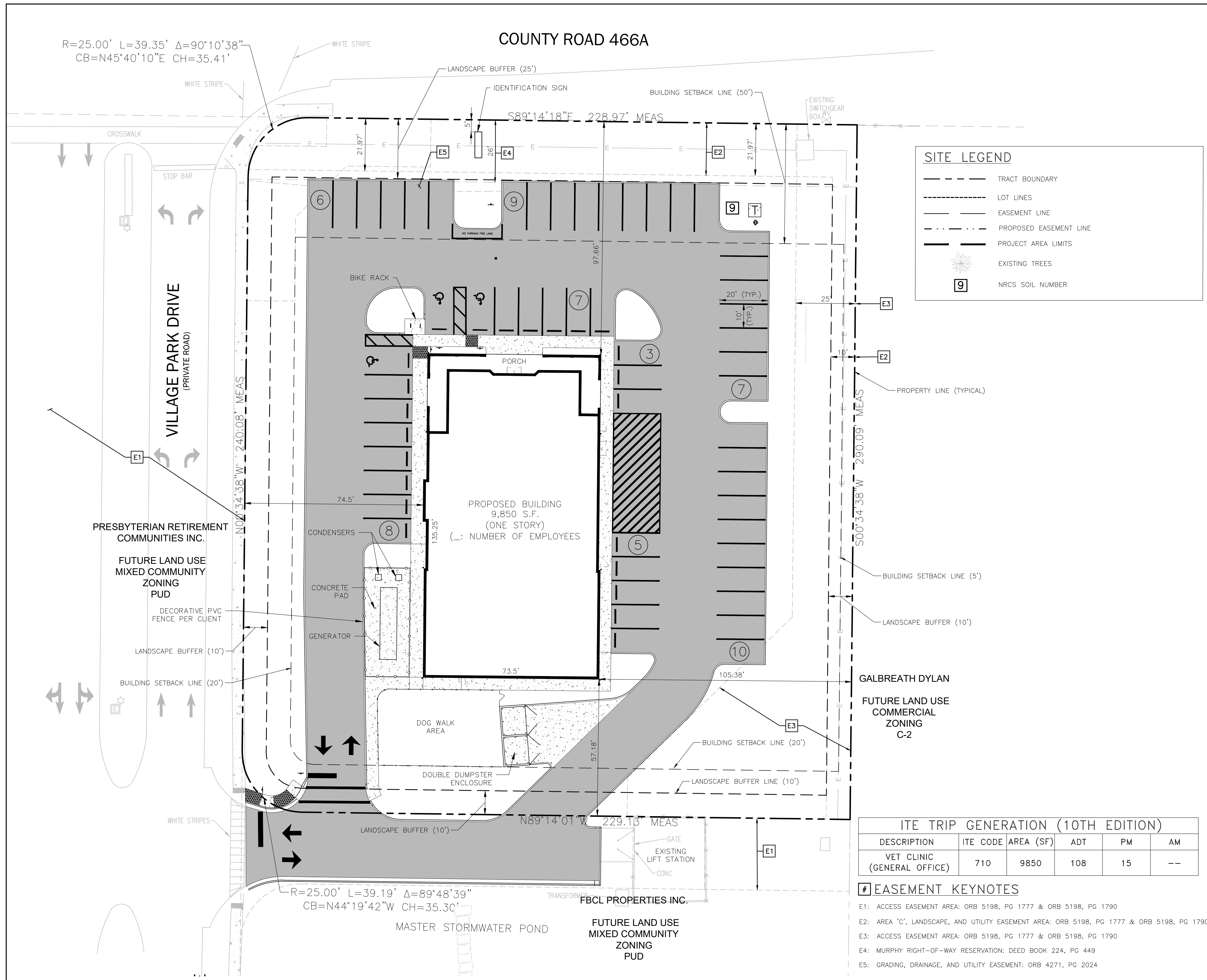
Vice Chair Dicus made the motion to approve the preliminary plan with strong concerns about traffic and it was seconded by Board Member Birriel. Passed unanimously.

BOARD MEMBERS' COMMENTS:

PUBLIC COMMENTS:

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ADJOURNMENT:



SITE LEGEND

- TRACT BOUNDARY
- - - - LOT LINES
- - - - EASEMENT LINE
- PROPOSED EASEMENT LINE
- - - - PROJECT AREA LIMITS
- ☼ EXISTING TREES
- 9 NRCS SOIL NUMBER

SITE DATA

PROPERTY LOCATION: COUNTY RD 466A, FRUITLAND PARK, FL
 PARCEL ID NO: 05-19-24-0010-000-00400

EXISTING PROPERTY ZONING: PUD
 PROPOSED PROPERTY ZONING: PUD

PROPERTY FUTURE LAND USE DESIGNATION: PLANNED UNIT DEVELOPMENT (PUD)
 EXISTING USE: VACANT
 PROPOSED USE: VET CLINIC
 TOTAL AREA: 1.686± ACRES
 PROJECT AREA: 1.875± ACRES

PROPOSED BUILDING: 9,850 S.F. (1 STORY)
 PROPOSED GROSS FLOOR AREA: 9,850 S.F. (1 STORY)

PROJECTED NUMBER OF EMPLOYEES: 10

BUILDING SETBACKS (REQUIRED)		BUILDING SETBACKS (PROPOSED)	
FRONT (NORTH)	50'	FRONT (NORTH)	97.66'
SIDE (WEST)	20'	SIDE (WEST)	74.50'
SIDE (EAST)	5'	SIDE (EAST)	105.38'
REAR (SOUTH)	20'	REAR (SOUTH)	57.18'

MAXIMUM ALLOWABLE BUILDING HEIGHT: 35'
 BUILDING HEIGHT (PROPOSED): <22'

BUILDING CONSTRUCTION TYPE
 TYPE V-B (V1), UNPROTECTED - FULLY SPRINKLERED

PARKING

TYPE	REQUIREMENT	PROVIDED
PARKING REQUIRED	PROPOSED BUILDING (1 SPACES PER 180 SF)	9,850/180 = 55 SPACES
TOTAL PARKING REQUIRED		55 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		3 SPACES
PARKING PROVIDED		
STANDARD PARKING SPACES		52 SPACES
HANDICAP PARKING		3 SPACES
TOTAL PARKING PROVIDED		55 SPACES

SITE AREA CALCULATIONS

	EXISTING	PROPOSED
BUILDING	0 S.F.	9,850 S.F.
DUMPSTER/PAVING/SIDEWALK	0 S.F.	33,135 S.F.
IMPERVIOUS AREA	0 S.F. 0.000 AC. 0.000 %	42,985 S.F. 0.987 AC. 58.54 %
PERVIOUS AREA	73,427 S.F. 1.686 AC. 100.00 %	30,442 S.F. 0.699 AC. 41.46 %
TOTAL SITE AREA	73,427 S.F. 1.686 AC. 100.00 %	73,427 S.F. 1.686 AC. 100.00 %

MINIMUM OPEN SPACE REQUIRED: 20%
 OPEN SPACE PROVIDED: 41.46%

ESTIMATED # OF EMPLOYEES: 15 TOTAL (5-7 PER SHIFT)

FLOOD ZONE
 FLOOD ZONE X PER FEMA F.I.R.M. PANEL 12069C0306E DATED: DECEMBER 18, 2012

SOILS 9 - CANDLER SAND, 5 TO 12 PERCENT SLOPES

WETLAND STATEMENT
 THERE ARE NO WETLANDS WITHIN THE PROJECT AREA.

HAZARDOUS MATERIALS STATEMENT
 DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE
 LIGHTING SHALL COMPLY WITH CITY OF FRUITLAND PARK COMMERCIAL DESIGN STANDARDS.

COMMERCIAL DESIGN STANDARDS NOTE
 THE PROJECT SHALL COMPLY WITH THE COMMERCIAL DESIGN STANDARDS SET FORTH IN THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.

DUMPSTER NOTE
 THE DUMPSTER SHALL HAVE OPAQUE GATING AND THE WALL SHALL HAVE A DECORATIVE CONCRETE CAP. WALL SHALL BE ARCHITECTURALLY COMPATIBLE MATERIAL TO THE PRINCIPLE BUILDING.

SIGNAGE NOTE
 BILLBOARDS & POLE SIGNS SHALL BE PROHIBITED. GROUND & FASCIA SIGNS SHALL BE PER CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.

ITE TRIP GENERATION (10TH EDITION)

DESCRIPTION	ITE CODE	AREA (SF)	ADT	PM	AM
VET CLINIC (GENERAL OFFICE)	710	9850	108	15	--

- EASEMENT KEYNOTES**
- E1: ACCESS EASEMENT AREA: ORB 5198, PG 1777 & ORB 5198, PG 1790
 - E2: AREA 'C', LANDSCAPE, AND UTILITY EASEMENT AREA: ORB 5198, PG 1777 & ORB 5198, PG 1790
 - E3: ACCESS EASEMENT AREA: ORB 5198, PG 1777 & ORB 5198, PG 1790
 - E4: MURPHY RIGHT-OF-WAY RESERVATION: DEED BOOK 224, PG 449
 - E5: GRADING, DRAINAGE, AND UTILITY EASEMENT: ORB 4271, PG 2024

DATE	BY	CHECKED	REVISIONS
02/20/23	JWM	GRC	PER CITY COMMENTS
01/17/23	JWM	GRC	PER CITY COMMENTS
11/1/22	JWM	GRC	REVISED PER CITY AND CLIENT COMMENTS

CONSTRUCTION PLANS
VETERINARY EMERGENCY CLINIC - VILLAGES
 COUNTY RD 466A, FRUITLAND PARK, FL
 CITY OF FRUITLAND PARK



5127 S. Orange Avenue, Suite 200
 Orlando, FL 32809
 Phone: 407-895-0324
 Fax: 407-895-0325
 www.feg-inc.us

OVERALL SITE PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

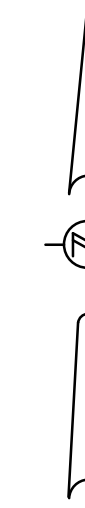
PROJECT NO.	21-066
SCALE	1" = 20'
DATE	MARCH 01, 2022
SHEET NO.	C-6
SHEET	6 OF 17

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: GREGORY R. CRAWFORD, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

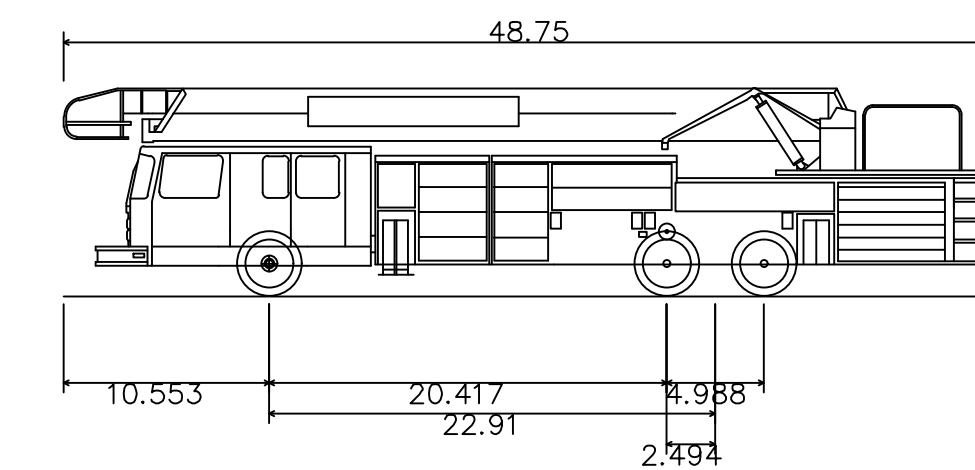
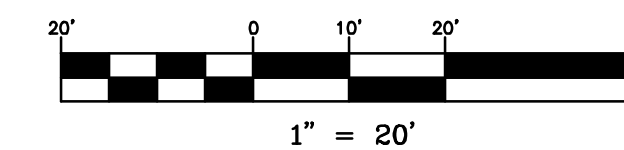
FLORIDA PROFESSIONAL ENGINEER
 No 51335
 STATE OF FLORIDA
 GREGORY R. CRAWFORD, P.E.
 LICENSE NO. 52335

21-066 OverallSitePlan.dwg

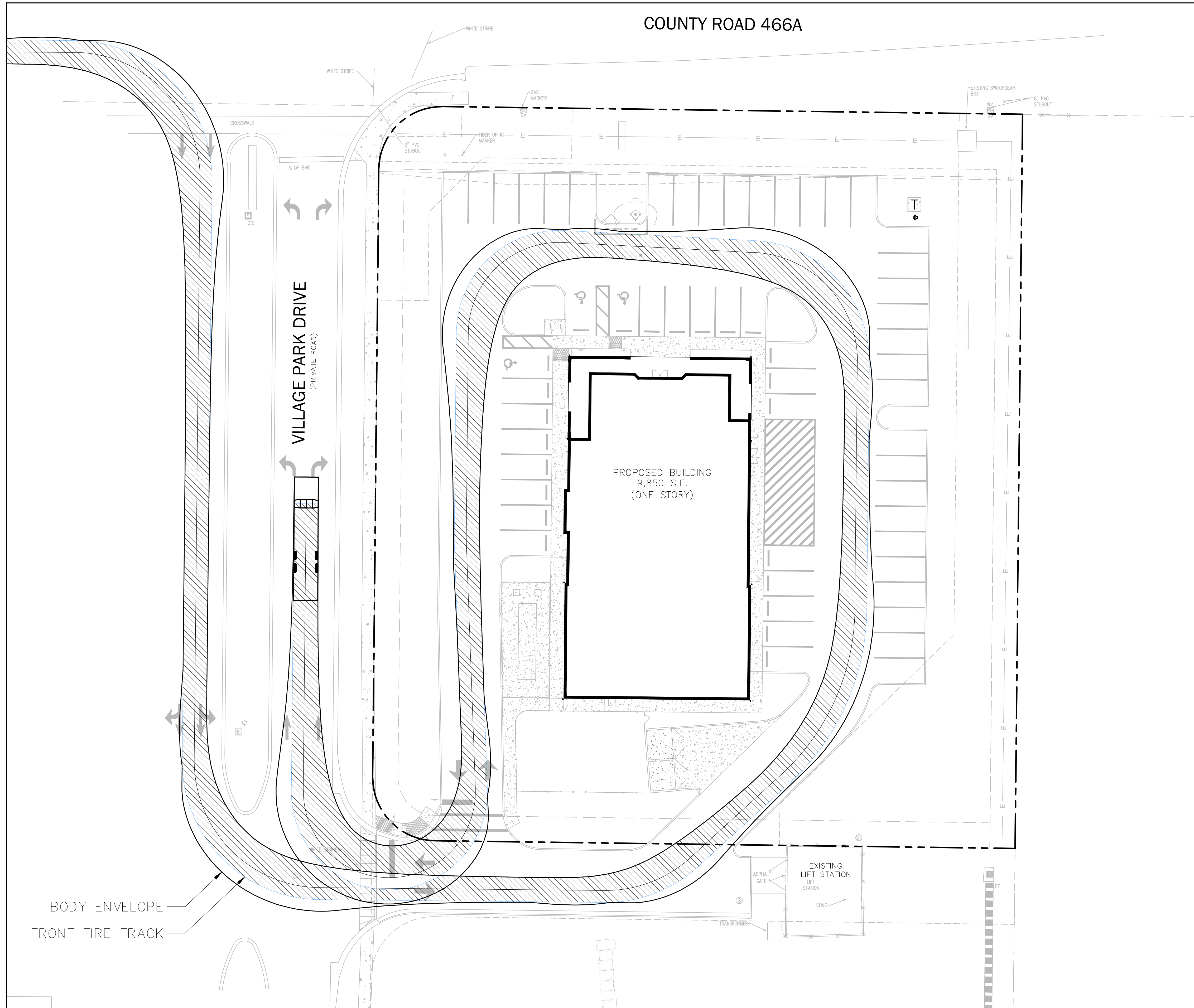
COUNTY ROAD 466A



GRAPHIC SCALE



The Villages – Aerial
 Overall Length 48.750ft
 Overall Width 9.500ft
 Overall Body Height 10.694ft
 Min Body Ground Clearance 1.125ft
 Track Width 9.500ft
 Lock-to-lock time 6.00s
 Curb to Curb Turning Radius 36.167ft



BODY ENVELOPE
 FRONT TIRE TRACK

DATE	REVISIONS	BY	CHECKED
02/20/23	PER CITY COMMENTS	JWM	GRC
01/17/23	PER CITY COMMENTS	JWM	GRC
11/1/22	REVISED PER CITY AND CLIENT COMMENTS	JWM	GRC

CONSTRUCTION PLANS
 VETERINARY EMERGENCY CLINIC -
 VILLAGES
 COUNTY RD 466A, FRUITLAND PARK, FL
 CITY OF FRUITLAND PARK

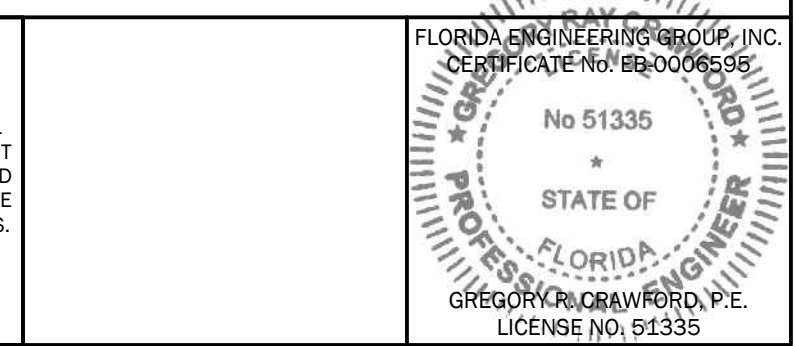


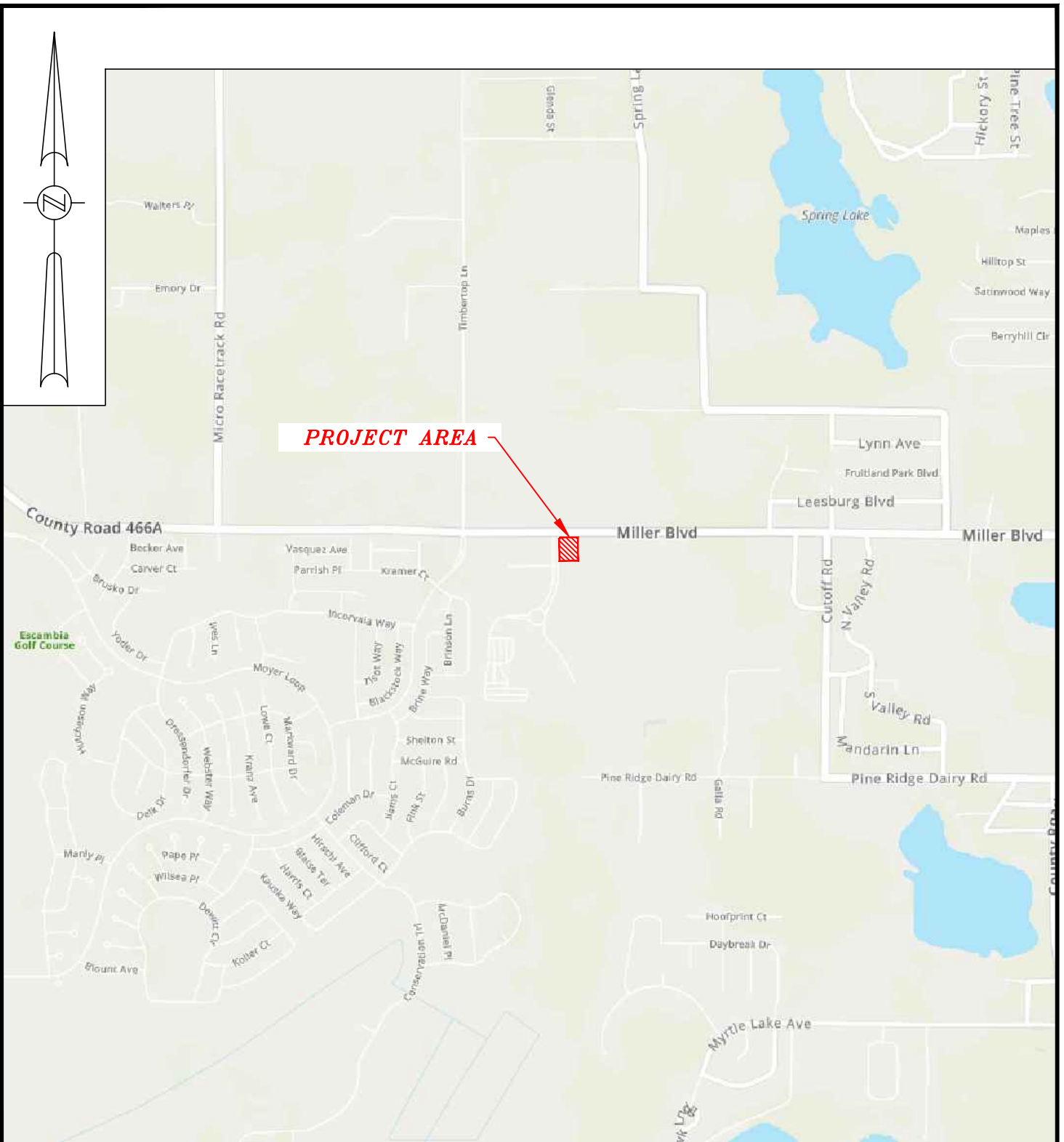
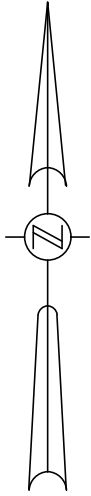
5127 S. Orange Avenue, Suite 200
 Orlando, FL 32809
 Phone: 407-895-0324
 Fax: 407-895-0325
 www.feg-inc.us

VEHICLE TRACKING			
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

PROJECT NO.	21-066
SCALE	1" = 20'
DATE	MARCH 01, 2022
SHEET NO.	C-10
SHEET	10 OF 17

THIS ITEM HAS BEEN DIGITALLY
 SIGNED AND SEALED BY:
 GREGORY R. CRAWFORD, P.E.
 ON THE DATE ADJACENT TO THE SEAL.
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 ARE NOT CONSIDERED SIGNED AND
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 VERIFIED ON ANY ELECTRONIC COPIES.





PROJECT NAME: VETERINARY EMERGENCY CLINIC - VILLAGES	
CLIENT: VILLAGES VEC, LLC	
S, T, R: S 5, T 19, R 24	F.E.G. PROJECT NO.: 21-066
DATE: MARCH 01, 2022	SCALE: 1" = 1500'

SITE LOCATION MAP

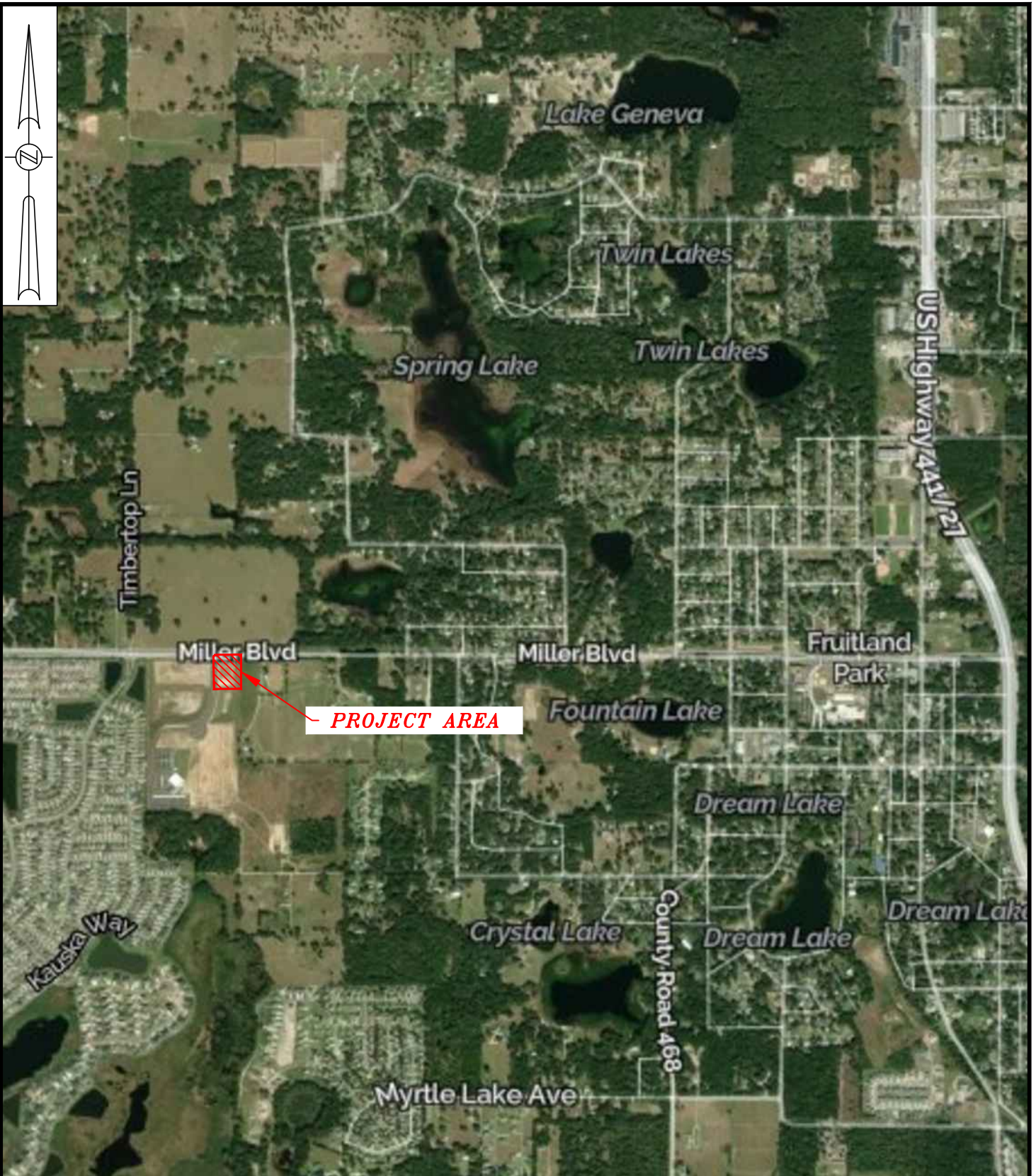



**FLORIDA
ENGINEERING
GROUP**

Engineering the Future

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

www.feg-inc.us



PROJECT NAME: VETERINARY EMERGENCY CLINIC - VILLAGES		2022 AERIAL PHOTOGRAPHY MAP	
CLIENT: VILLAGES VEC, LLC		 FLORIDA ENGINEERING GROUP Engineering the Future	5127 S. Orange Avenue, Suite 200 Orlando, FL 32809 Phone: 407-895-0324 Fax: 407-895-0325 www.feg-inc.us
S, T, R: S 5, T 19, R 24	F.E.G. PROJECT NO.: 21-066		
DATE: MARCH 01, 2022	SCALE: 1" = 1000'		

Prepared by and return to:

Cynthia L. Chavis
Licensed Title Agent
Seaplane Title, LLC
380 West Alfred Street
Tavares, FL 32778
352-343-6655
File Number: 19512
Will Call No.:

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 25th day of August, 2021 between FBCL Properties, Inc., a Florida not-for-profit corporation whose post office address is 220 North 13th Street, Leesburg, FL 34748, grantor, and Villages VEC, LLC, a Florida limited liability company whose post office address is 16369 W. Colonial Drive, Oakland, FL 34787, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Lot 4, VILLAGE PARK COMMERCIAL SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 74, Page 23, Public Records of Lake County, Florida.

Parcel Identification Number: 05-19-24-0010-000-00400

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

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

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

Signed, sealed and delivered in our presence:

Tyler Ary
 Witness Name: Tyler Ary

Cathleen A Calveran
 Witness Name: Cathleen A Calveran

FBCL Properties, Inc., a Florida not for profit corporation

By: [Signature]
 Tom Spaman, President

(Corporate Seal)

State of Michigan
 County of Kent

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of August, 2021 by Tom Spaman, President of FBCL Properties, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced Drivers License as identification.

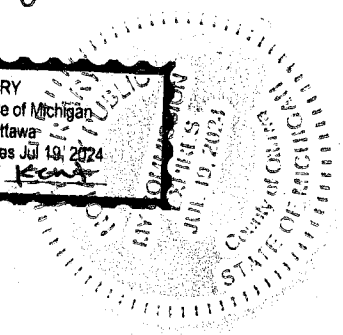
[Notary Seal]

Tyler Ary
 Notary Public

Printed Name: Tyler Ary

My Commission Expires: July 19, 2024

TYLER ARY
 Notary Public - State of Michigan
 County of Ottawa
 My Commission Expires Jul 19, 2024
 Acting in the County of Kent



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

SITE PLAN

Owner: James Martin, Villages VEC

Engineer: Greg Crawford, Florida Engineering Group

General Location: Southside of CR 466A & East of Village Park Drive

Number of Acres: 1.875 ± acres

Existing Zoning: PUD

Existing Land Use: Mixed Community

Date: March 3, 2023

Description of Project

The owner is seeking site plan approval for construction of Veterinary Emergency Clinic of 9,850 SF within the Village Park Commercial Subdivision. The proposed veterinary emergency clinic is a permitted use pursuant to Ordinance 2021-002. Development of the subject site must conform with PUD Ordinance 2018-002.

	Surrounding Zoning	Surrounding Land Use
North	PUD	Mixed Community
South	PUD	Mixed Community
East	C-2	Commercial
West	PUD	Mixed Community

Assessment

The revised plans meet the minimum technical requirements of Chapter 160 and PUD Ordinance 2018-002 and Ordinance 2021-002.

Recommendation

Staff recommends approval subject to engineering approval.



VIA EMAIL echurch@fruitlandpark.org

February 1, 2023

Emily Church
Office Assistant
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

**RE: VETERINARY EMERGENCY CLINIC (HALFF AVO 043866.092)
CONSTRUCTION PLAN REVIEW**

Dear Ms. Church:

Per your email request dated January 26, 2023, I have reviewed the documents which were included in drop box for the above referenced project. Based on my review, I believe all comments have been satisfied.

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

Sincerely,

HALFF

A handwritten signature in blue ink, appearing to read "B. Tobias", is positioned below the typed name.

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

BJT:eb

RESOLUTION 2023-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A 9,850 SF VETERINARY EMERGENCY CLINIC TO BE LOCATED ON LOT 4 OF THE VILLAGE PARK COMMERCIAL SUBDIVISION ON CR 466A; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Villages VEC, LLC through its manager James Martin filed an application for Major Site Plan Approval to allow for construction of a 9,850 square feet veterinary emergency clinic with associated parking, stormwater and utility facilities on real property located on Lot 4 of the Village Park Commercial Subdivision and said real property having an address of xxxx CR 466A, Fruitland Park; and

WHEREAS, the Planning and Zoning Board of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations, subject to conditions;

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

Section 1. Granting of Major Site Plan Approval.

The Site Plan attached hereto and incorporated herein filed by Villages VEC, LLC (hereafter referred to as “Applicant”), to allow for construction of a 9,850 square feet veterinary emergency clinic with associated parking, stormwater and utility facilities on real property located at xxxx CR 466A Fruitland Park is hereby GRANTED, **with conditions**, for the following described property

Alt. Key Number: 3924369 (The Property)

LEGAL DESCRIPTION: See attached Exhibit A.

Section 2. Conditions of Approval.

- (1) Site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months from the date of this conditioned approval.

- (2) The City Manager is authorized to issue and record a Notice of Site Plan Approval in the public records of Lake County, Florida, once conditions have been met.

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida this _____ day of _____, 2023.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

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

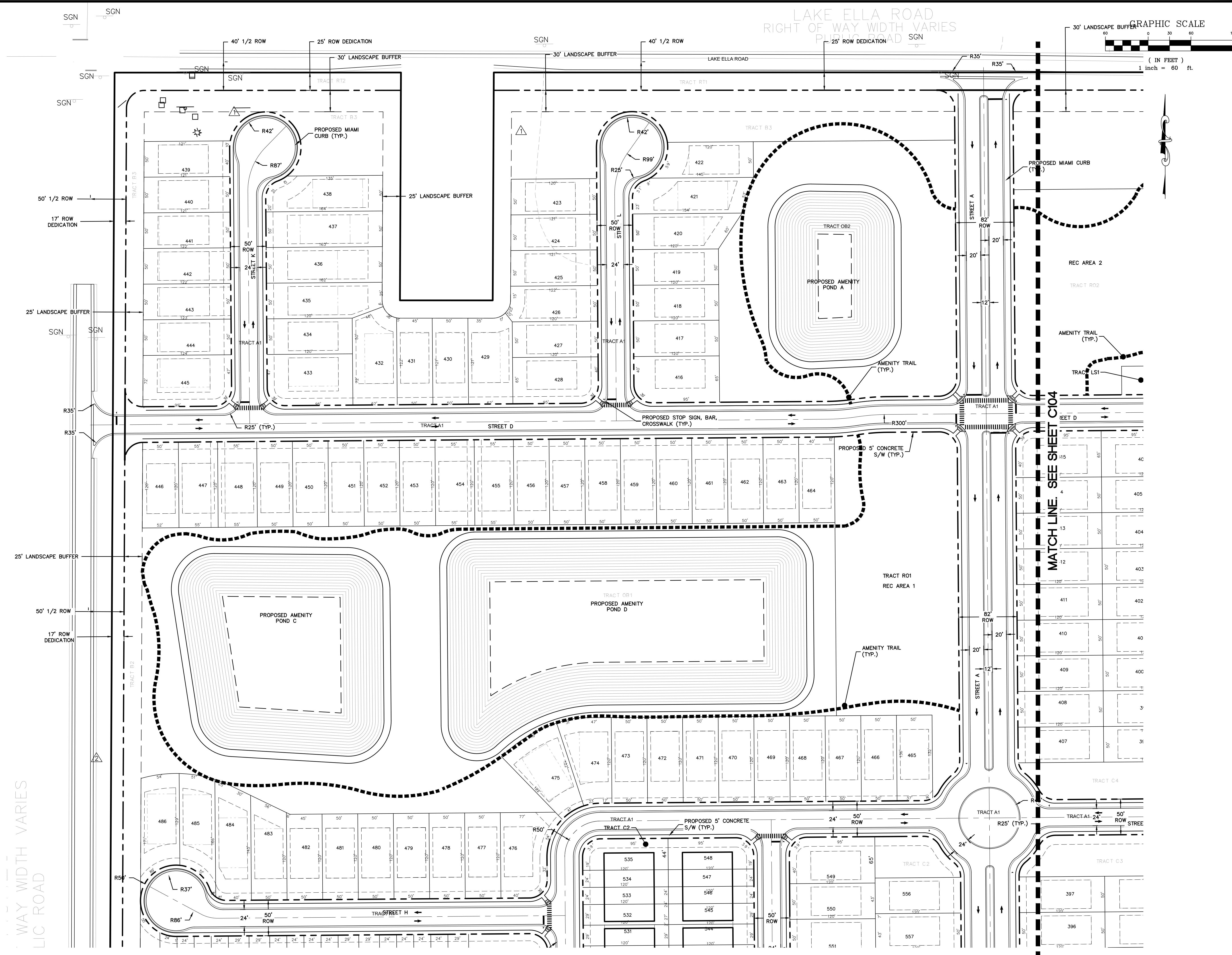
Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 4, Village Park Commercial Subdivision, according to the plat thereof recorded in Plat Book 74, Pages 23-24, of the Public Records of Lake County, Florida.



LAKE ELLA ROAD
RIGHT OF WAY WIDTH VARIES
PLUMBING ROAD

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

SITE PLAN
FOR
ROLLING ACRES AT LAKE ELLA
CITY OF FRUITLAND PARK, FLORIDA

RESIBUILT HOMES
3630 PEACHTREE ROAD N.E., SUITE 1500
ATLANTA, GA 30326

ENGINEER
STATE OF FLORIDA
No. 61781
CHAUNCEY H. MOORHEAD
CIVIL ENGINEER
CERTIFICATE # 00007723

NO.	DATE	REVISIONS
1	9/16/22	REVISED PER CITY OF FRUITLAND PARK
2	11/14/22	REVISED PER CITY OF FRUITLAND PARK
3	03/03/23	REVISED PER CITY OF FRUITLAND PARK
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JOB # 21084
DATE: 08/11/2022
SCALE: 1" = 60'
DESIGNED BY: JAS
DRAWN BY: JAS
APPROVED BY: CHM

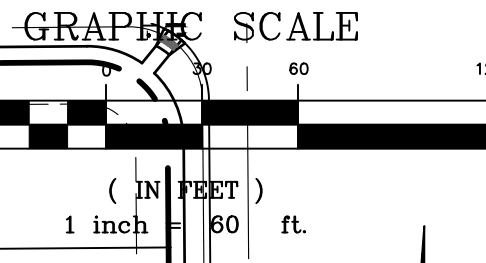
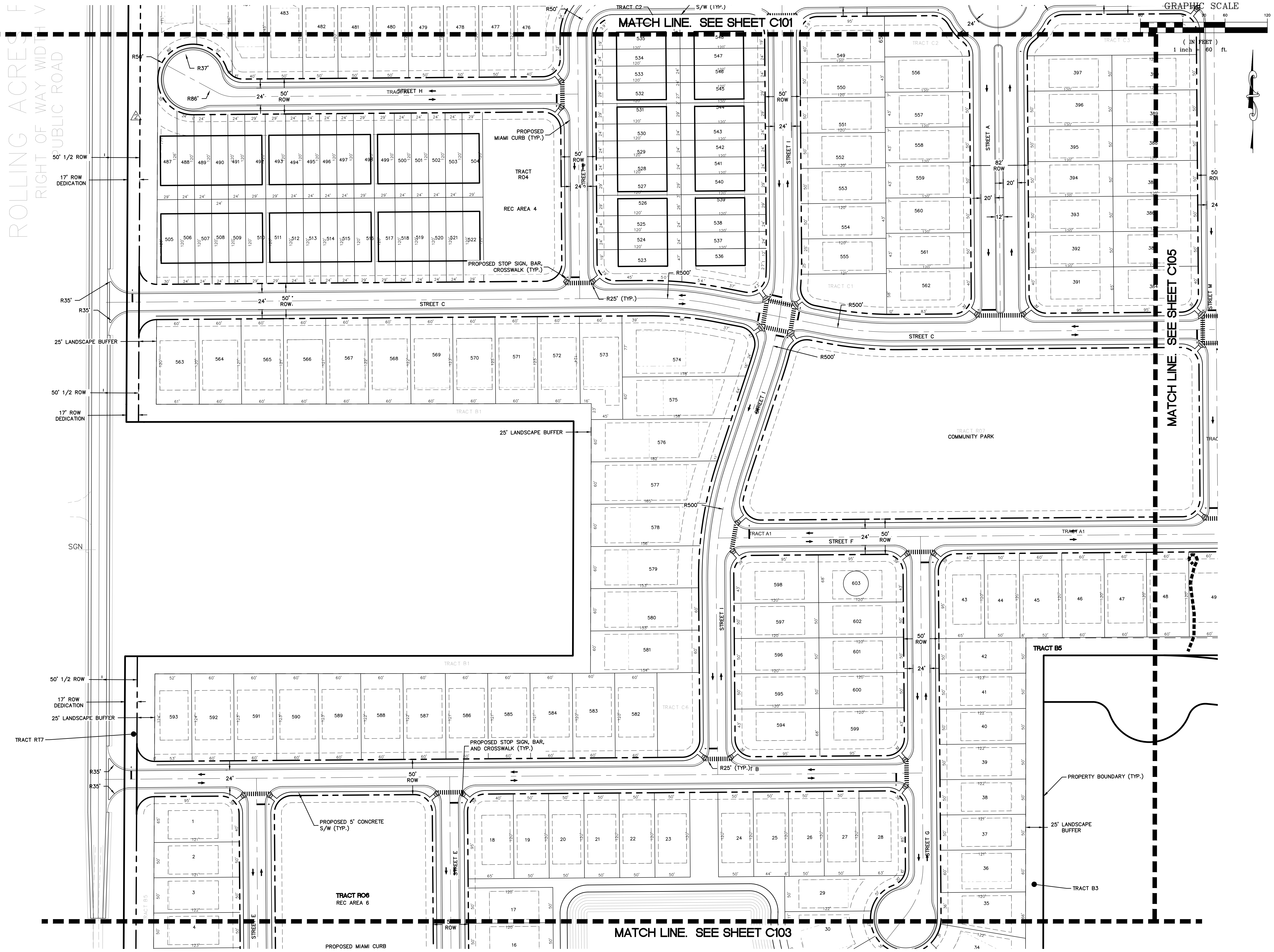
C101

WAY WIDTH VARIES
LIC ROAD

MATCH LINE. SEE SHEET C102

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ROLLING ACRES F
RIGHT OF WAY WIDTH V
PUBLIC ROAD



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CIVIL ENGINEERS
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(407) 629-8330

SITE PLAN
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ROLLING ACRES AT LAKE ELLA
CITY OF FRUITLAND PARK, FLORIDA

RESIBUILT HOMES
3630 PEACHTREE ROAD N.E., SUITE 1500
ATLANTA, GA. 30326

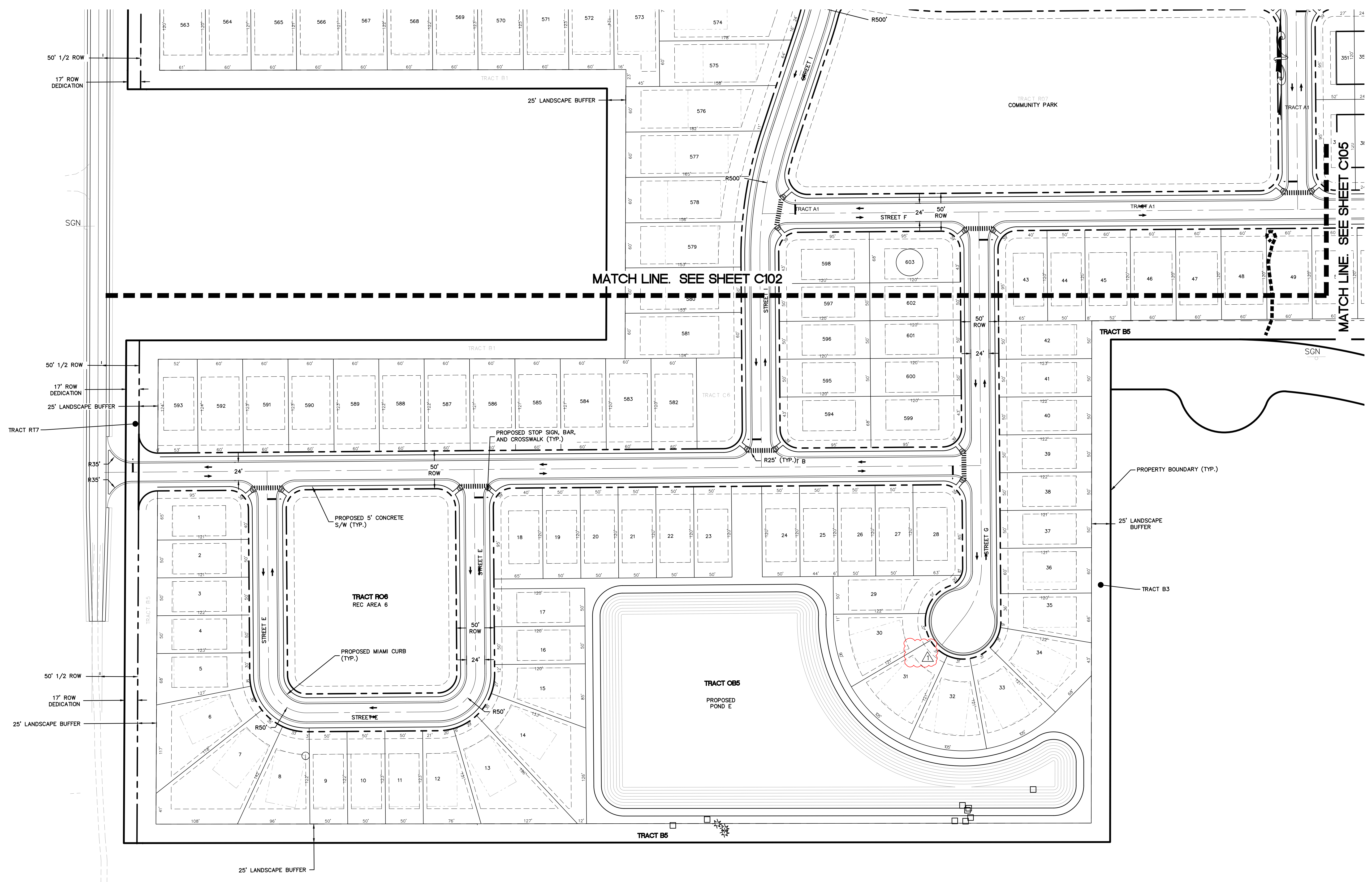
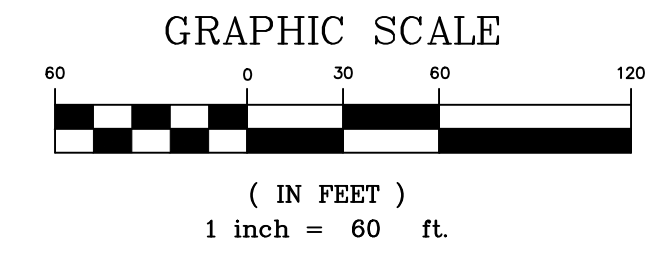
ENGINEER
CHADWICK H. MOORHEAD
LICENSE No. 61781
STATE OF FLORIDA
DATE: 08/11/2022
CERTIFICATE # 00007723

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JOB # 21084
DATE: 08/11/2022
SCALE: 1" = 60'
DESIGNED BY: JAS
DRAWN BY: JAS
APPROVED BY: CHM

C102

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MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
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SITE PLAN
FOR
ROLLING ACRES AT LAKE ELLA
CITY OF FRUITLAND PARK, FLORIDA

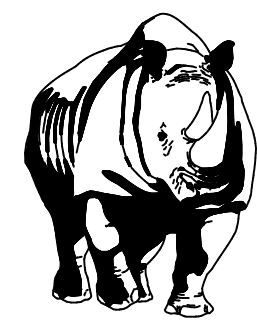
RESIBUILT HOMES
3630 PEACHTREE ROAD N.E., SUITE 1500
ATLANTA, GA 30326

ENGINEER: **MOORHEAD & STOKES, LLC**
LICENSE # **61781**
STATE OF **FLORIDA**
PROJECT: **ROLLING ACRES AT LAKE ELLA**
DATE: **08/11/2022**
CERTIFICATE # **00007723**

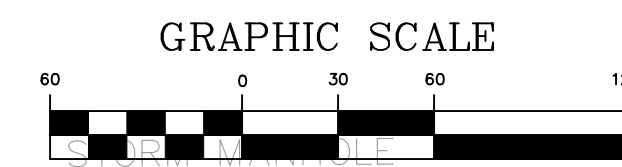
NO.	DATE	REVISIONS
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2	09/23/22	REVISED PER CITY OF FRUITLAND PARK
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JOB # **21084**
DATE: **08/11/2022**
SCALE: **1" = 60'**
DESIGNED BY: **JAS**
DRAWN BY: **JAS**
APPROVED BY: **CHM**

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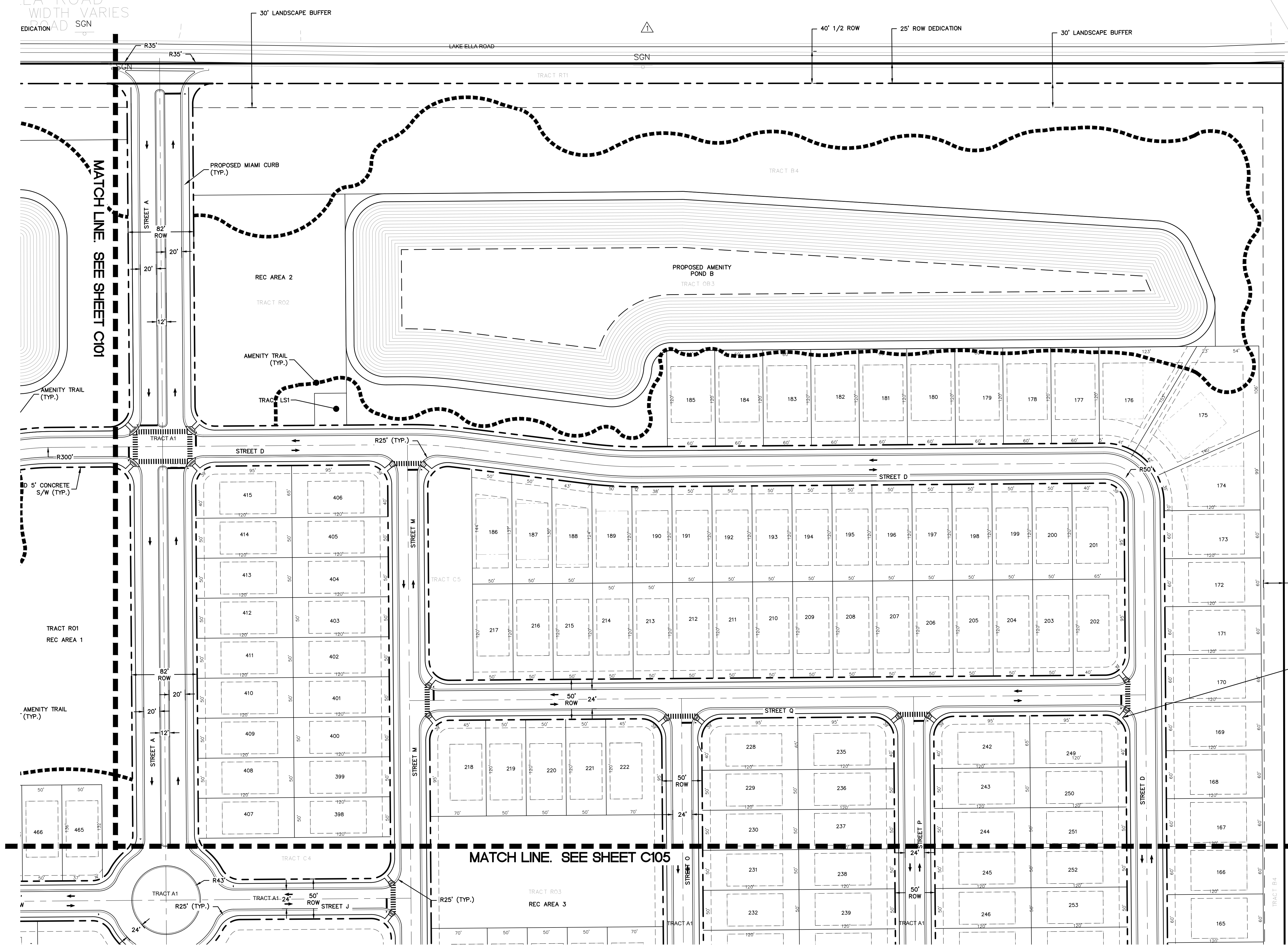
MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330



TOP = (IN FEET)
W. INVERT 24" RCP = 60.73.80
E. INVERT 24" RCP = 73.81

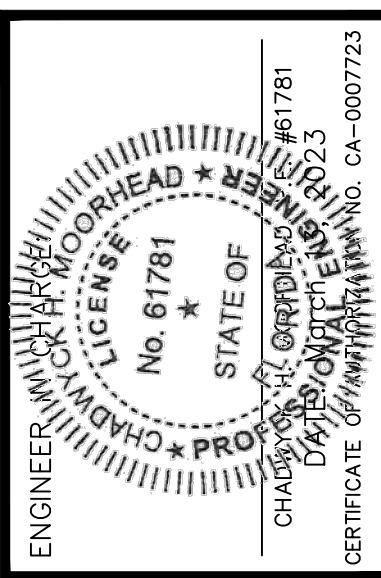
STORM MANHOLE
TOP = 74.30
N. INVERT 24" RCP = 68.37
E. INVERT 24" RCP = 68.68

LA ROAD
WIDTH VARIES
EDUCATION ROAD SGN



SITE PLAN
FOR
ROLLING ACRES AT LAKE ELLA
CITY OF FRUITLAND PARK, FLORIDA

RESIBUILT HOMES
3630 PEACHTREE ROAD N.E., SUITE 1500
ATLANTA, GA. 30326

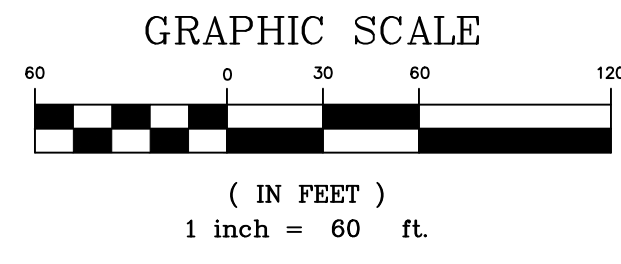


NO.	DATE	REVISIONS
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JOB # 21084
DATE: 08/11/2022
SCALE: 1" = 60'
DESIGNED BY: JAS
DRAWN BY: JAS
APPROVED BY: CHM

C104

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MATCH LINE. SEE SHEET C104

MATCH LINE. SEE SHEET C106

MATCH LINE. SEE SHEET C102

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CIVIL ENGINEERS
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(407) 629-8330

SITE PLAN
FOR
ROLLING ACRES AT LAKE ELLA
CITY OF FRUITLAND PARK, FLORIDA

RESIBUILT HOMES
3630 PEACHTREE ROAD N.E., SUITE 1500
ATLANTA, GA. 30326

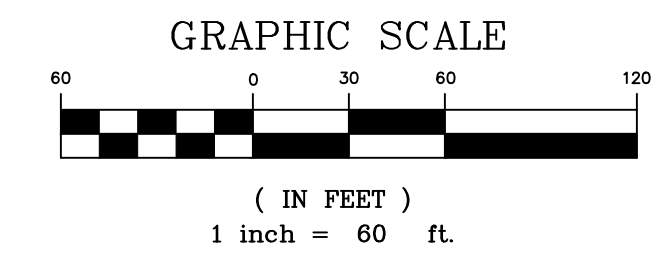
ENGINEER: **CHADWICK H. MOORHEAD** No. 61781
STATE OF FLORIDA
CIVIL ENGINEER
CHAIRMAN: **CHADWICK H. MOORHEAD** No. 61781
DATE: 08/11/2022
CERTIFICATE: 08/11/2022

NO.	DATE	REVISIONS

JOB # 21084
DATE: 08/11/2022
SCALE: 1" = 60'
DESIGNED BY: JAS
DRAWN BY: JAS
APPROVED BY: CHM

C105

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MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

SITE PLAN
FOR
ROLLING ACRES AT LAKE ELLA
CITY OF FRUITLAND PARK FLORIDA

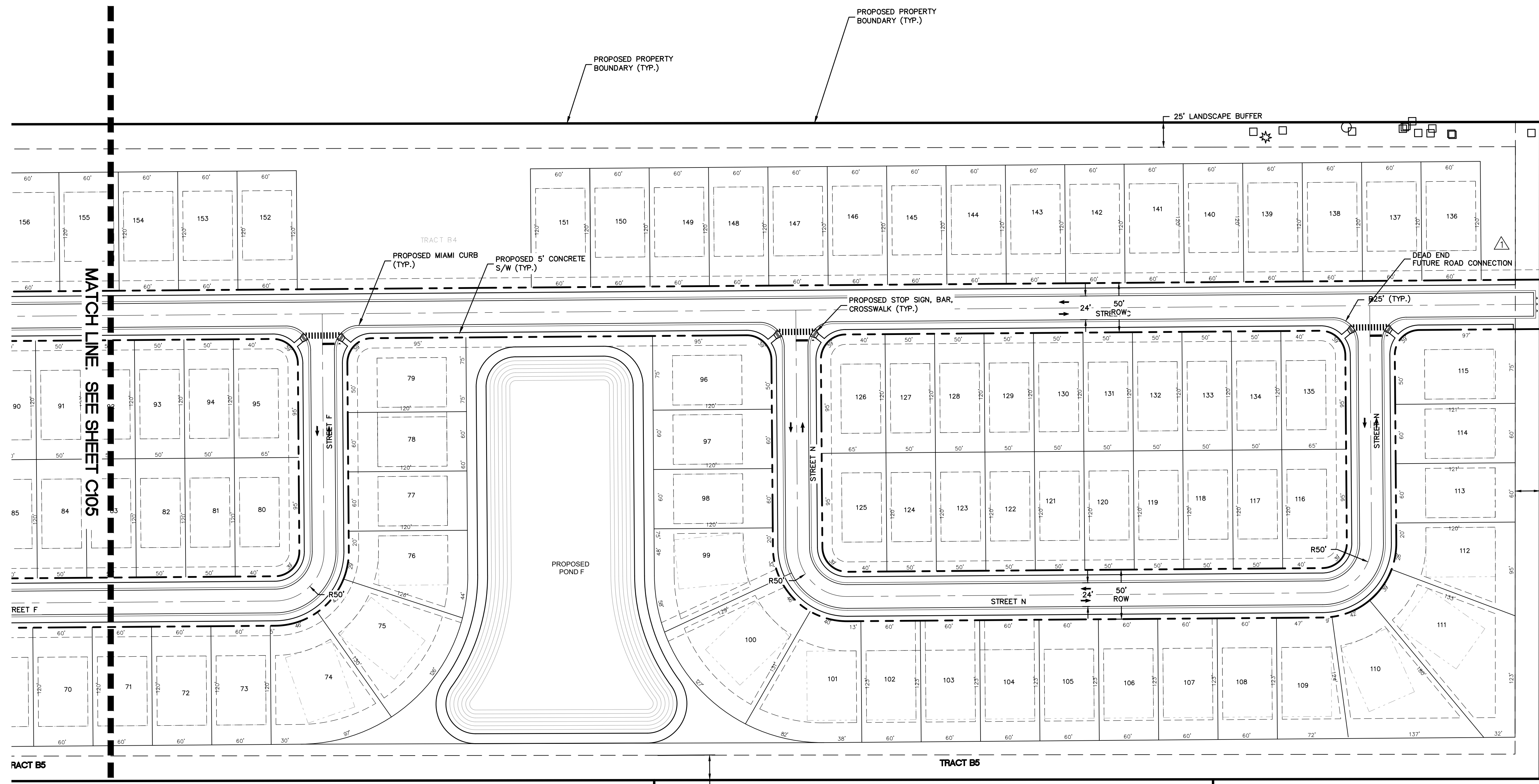
RESIBUILT HOMES
3630 PEACHTREE ROAD N.E., SUITE 1500
ATLANTA, GA. 30326

ENGINEER: CHADWICK MOORHEAD, LICENSE No. 61781, STATE OF FLORIDA
CHAIRMAN: CHADWICK MOORHEAD, LICENSE No. 61781, STATE OF FLORIDA
DATE: 08/11/2022
CERTIFICATE OF PRACTICE No. CA-0007723

NO.	DATE	REVISIONS
1	09/21/22	REVISED PER CITY OF FRUITLAND PARK
2	03/03/23	REVISED PER CITY OF FRUITLAND PARK
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JOB # 21084
DATE: 08/11/2022
SCALE: 1" = 60'
DESIGNED BY: JAS
DRAWN BY: JAS
APPROVED BY: CHM

C106

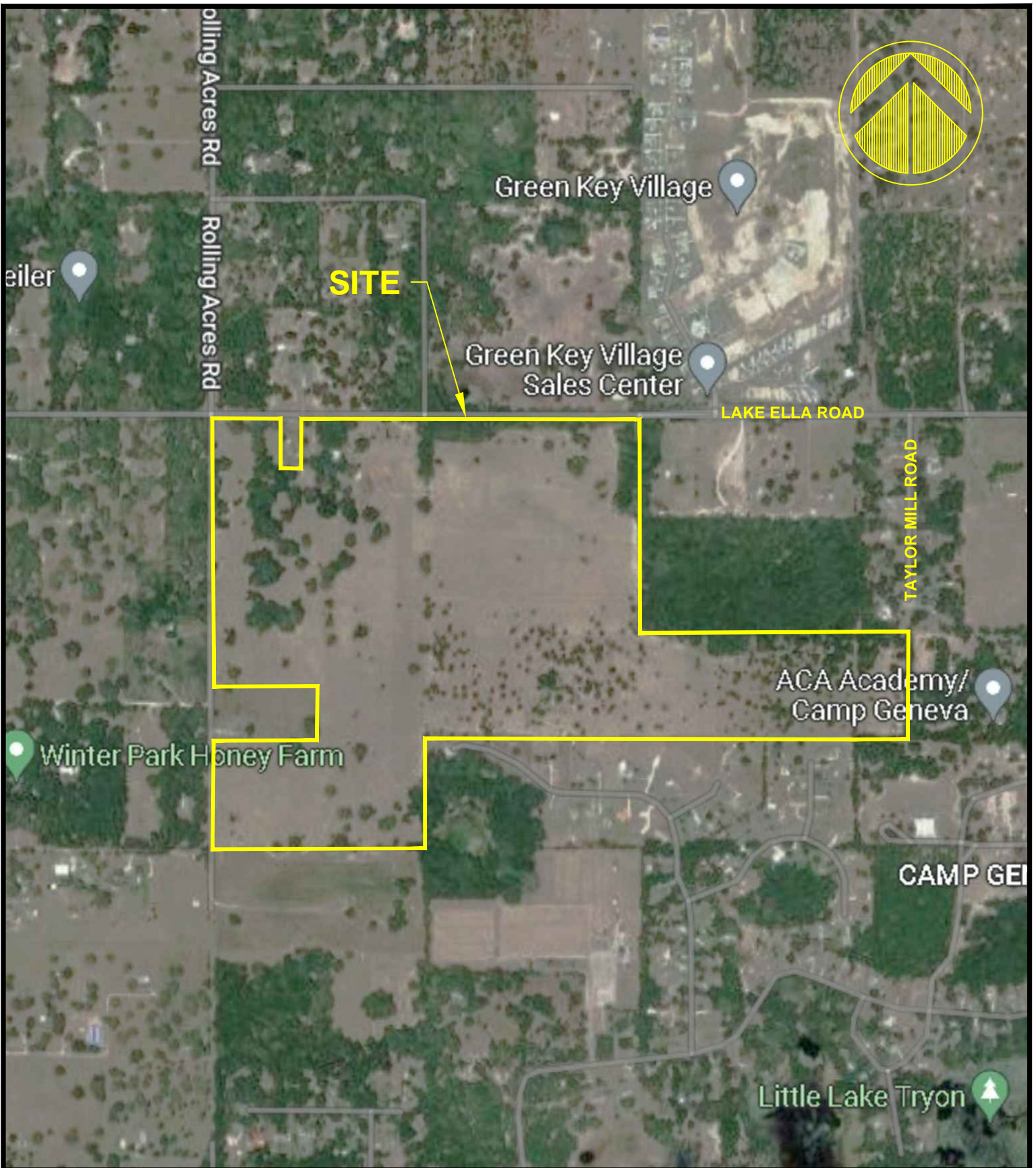


MATCH LINE SEE SHEET C105

25' LANDSCAPE BUFFER

25' LANDSCAPE BUFFER

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SITE

Green Key Village

Green Key Village
Sales Center

LAKE ELLA ROAD

TAYLOR MILL ROAD

ACA Academy/
Camp Geneva

Winter Park Honey Farm

CAMP GE

Little Lake Tryon



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

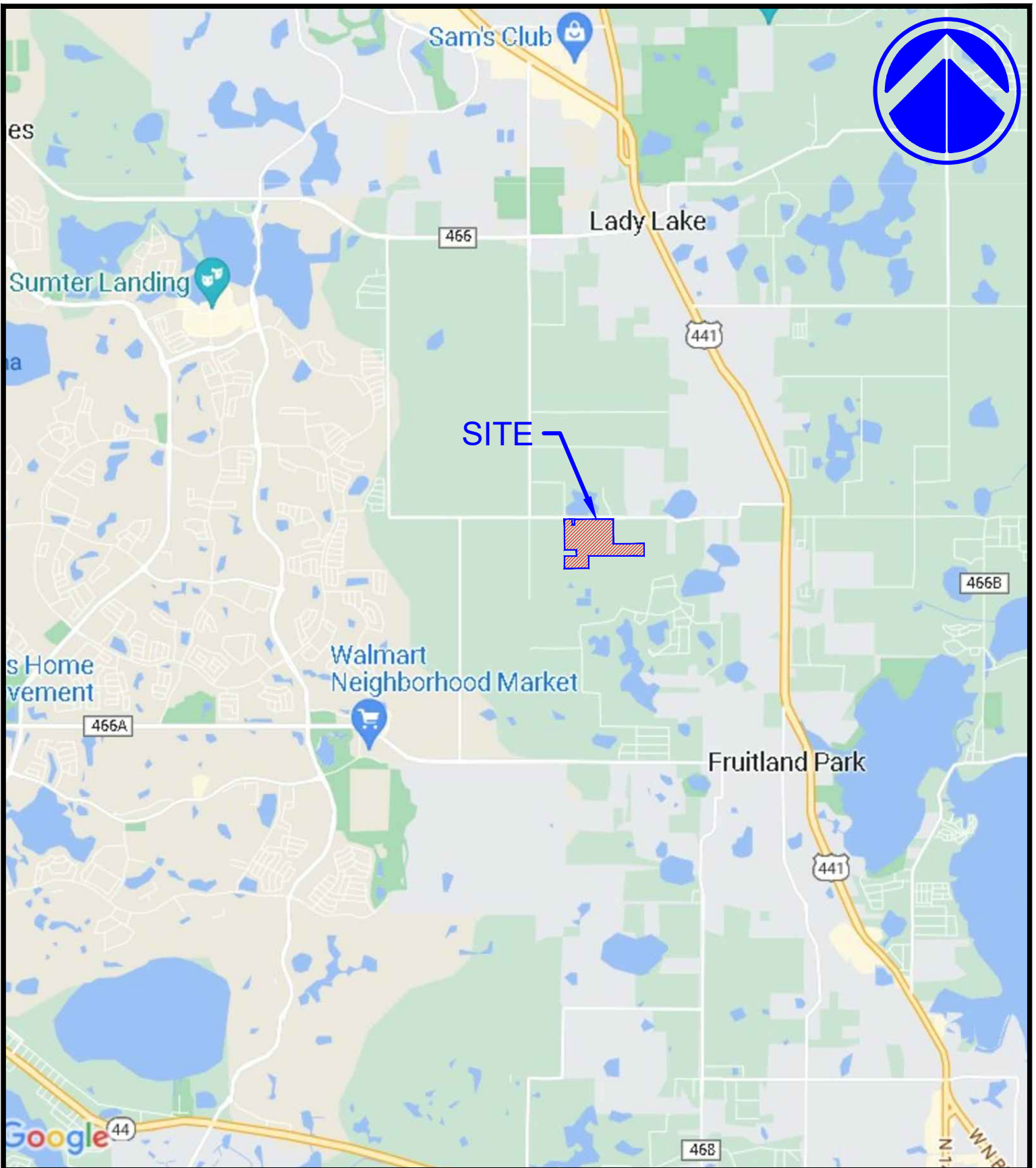
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO.	21084
SEC. 32, TWP. 18S, RANGE 24E	
DRAWN BY:	FM
APPROVED BY:	CHM
DATE:	02/24/2022
Scale:	1" = 800'

**LAKE ELLA
WEST PROPERTY**

AERIAL MAP

GOOGLE MAPS



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

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

JOB NO.	21084
SEC. 32, TWP. 18S, RANGE 24E	
DRAWN BY:	FM
APPROVED BY:	CHM
DATE:	02/24/2022
Scale:	1" = 8000'

**LAKE ELLA
 WEST PROPERTY**

LOCATION MAP

GOOGLE MAPS

RESOLUTION 2023-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAN APPROVAL OF ROLLING ACRES AT LAKE ELLA GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD AND EAST OF ROLLING ACRES ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has petitioned for preliminary plat approval of Rolling Acres at Lake Ella consisting of 603 dwelling units consisting of 190 town home lots and 413 single family residential lots; and

WHEREAS, the subject property consisting of 159.49 +/- acres is zoned PUD and has a future land use of Multiple-Family Low Density; and

WHEREAS, the Planning and Zoning Board and the City Commission have considered the application in accordance with Sec. 157.060(d) of the City of Fruitland Park Land Development Code and made recommendation to the City Commission; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the procedures for granting preliminary plan approval set forth in Sec. 157.060(d) of the City of Fruitland Park Land Development Code; and

WHEREAS, the City Commission finds that the Preliminary Plan for Crystal Lake Vista is in compliance with the City's land development regulations.

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

Section 1. Granting Preliminary Plan Approval.

Approval of the Preliminary Plan for Rolling Acres at Lake Ella, a copy of which is attached hereto, is **GRANTED WITH CONDITIONS**.

Section 2. Conditions of Approval. Prior to the start of any construction activities, the Applicant shall resolve, to the satisfaction of the town manager or designee, the following Planning and Administrative matters:

- a. During the construction review process, the Applicant shall submit for approval by the City a detailed landscaping and irrigation plan that provides for trees to be planted outside of right-of-way and in locations that will not interfere with or adversely affect utility lines and sidewalks.
- b. During the construction review process, and prior to approval of construction plans, the Applicant must meet with Lake County to address to the County's satisfaction access spacing off the two county roads and offsite improvements, as

well as other transportation improvements set forth in the Master Development Agreement.

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED this ____ day of _____, 2023, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney

ORDINANCE 2022-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 158 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD AND EAST OF ROLLING ACRES ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT; DIRECTING THE CITY MANAGER OR DESIGNEE TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Resibuilt Homes, LLC as applicant, on behalf of Daryl M. Carter, As Trustee of Lake Ella Road Land Trust as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Planned Unit Development (PUD to City Residential Planned Unit Development (RPUD) within the City limits of Fruitland Park; and

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

WHEREAS, the required notice of the proposed zoning 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 FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1: The following described property consisting of approximately 158 ± acres generally located south of Lake Ella Road and east of Rolling Acres Road as described and depicted as set forth on Exhibit "A" shall hereafter be designated as RPUD "Residential Planned Unit Development" as defined in the Fruitland Park Land Development Regulations.

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

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

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

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

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

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

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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 _____
(SEAL)

“EXHIBIT A”

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.

EXHIBIT B

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into and made as of the 26th day of January, 2023, between the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation, (hereinafter referred to as the “City”), and **Daryl Carter, as Trustee of Lake Ella Road Land Trust** (hereinafter referred to as the “Owner”).

RECITALS

1. Owner owns approximately 158 +/- 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. Land Use/Development. Development of the Property shall be substantially consistent with the “Rolling Acres at Lake Ella” conceptual development plan dated [REDACTED] 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 3. Density. Overall gross density shall not exceed 3.78 units/acre.

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

- A. Single Family Detached Dwelling Units: 413 +/- units.
- B. Townhomes: 190 +/- units.
- C. 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.

- D. Building Heights. The maximum building height within the Property is 35 feet.
- E. Setbacks:

- a. 50’ lots (Single-Family):

Front: 30 feet

Side: 5 feet

Street Side: 20 feet

Rear: 20 feet

- b. 60’ lots (Single-Family):

Front: 30 feet

Side: 5 feet

Street Side: 20 feet

Rear: 20 feet

c. 24' lots (Townhome):

Front: 30 feet

Side: 0 feet

Side between building pads: 10 feet

Street Side: 20 feet

Rear: 20 feet

- F. **Minimum Living Area.** Single family detached shall have a minimum living area of 1432 square feet and single family attached (townhome) shall have a minimum living area of 1500 square feet under trusses, under heat and air, and fully enclosed.
- G. **Minimum Lot Width.** A maximum of two hundred seventy-eight (278) single family detached lots within the development shall have a minimum lot width of fifty feet (50'). A minimum of one hundred and thirty-five lots (135) single family detached lots within the development shall have a minimum lot width of sixty feet (60'). Townhome lots (single family attached) shall have a minimum lot width of twenty-four feet (24').
- H. **Minimum Lot Depth.** The minimum lot depth for detached and attached single family shall be one hundred twenty feet (120').
- I. **Minimum Lot Area.** The minimum lot area for 50' wide lots shall be 6,000 square feet. The minimum lot area for 60' wide lots shall be 7,200 square feet. The minimum lot area for 24' wide lots shall be 2,880 square feet.
- J. **Maximum Number of Attached Townhome Lots.** The maximum number of attached townhome lots shall be six (6).
- K. **Maximum Building Coverage.** The maximum building coverage shall be 40%.
- L. **Model Homes.** Up to six (6) model homes may be constructed prior to platting but after approval of the preliminary plan, provided that the model homes are ineligible 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. Residential Design Standards are 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 residential units.

Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.

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

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

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

Section 6. 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 agrees to, at Owner expense, provide landscaping and improvements to the park and recreation areas located within the Property as agreed to by City at site plan approval. Owner shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

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 both sides 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.

Additionally, Owner shall enter into an Agreement with Lake County prior to Construction Plan approval to provide the following offsite road improvements:

- A. Dedicate 50' (maximum) of ROW along the Property boundaries with Rolling Acres Road and 50' (maximum) along the Property boundaries with Lake Ella Road.
- B. Construct/improve Rolling Acres Road along the Property boundaries to meet the requirements for a standard county two-lane road.
- C. Widen/improve Lake Ella Road along the areas of the Property where the project entrance is constructed, including right and left turn lanes, 4' paved shoulders, and a minimum of 11' lanes, although 12' is preferred and will be required rather than 11' lanes if surveying and final engineering permit. These improvements must be constructed along the north Property boundaries where feasible.
- D. Evaluate the installation of a traffic signal and other improvements at the intersection of Lake Ella Road and Rolling Acres Road, and if a signal is deemed feasible and warranted, install the traffic signal.

The City shall seek to amend its Comprehensive Plan and other necessary documents to designate Rolling Acres Road and Timbertop Lane as a collector road in the City.

Owner agrees to dedicate right-of-way for Timbertop Lane and Rolling Acres Road to allow for a 50-ft. right-of-way for each. Owner agrees to construct all streets within the Property, as depicted on the Plan in compliance with City standards. If required by the City or County, 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 services (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the property or within City's F.S. Chapter 180 utility district. No private well will be allowed within the Property. Owner/Developer shall construct, at Owner/Developer'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. If any such improvements are oversized at the City's request, the City shall either provide cash or impact fee credits to reimburse Owner for the materials directly related to such oversizing. If any utility improvements serve to provide any other property with connection ability which would not exist otherwise, the City and Owner will enter into a Pioneer Agreement with the Owner to provide for a pro-rata share reimbursement payment by such other property owner upon connection to the utility facilities, to the City or Owner.

Section 12. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, subject to any applicable credits.

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

Section 13. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services. 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, 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 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:

As to City:	Mr. Gary La Venia, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	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
As to Owner:	<hr/> c/o ResiBuilt Homes, LLC 3630 Peachtree Rd., Suite 1500 Atlanta, GA 30326 Attn: Chris Cole Email: ccole@resibuilt.com
Copy to:	Cushla E. Talbut, Esq. Greenberg Traurig, P.A. 401 E. Las Olas Blvd., Suite 2000 Fort Lauderdale, FL 33301 Telephone: 954.468.1728 Email: talbutc@gtlaw.com

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/Developer. Construction of the Project shall substantially commence on or before January 31, 2026. In the event the conditions of the Master Development Agreement have not been substantially constructed during the required time period, the Term of Agreement may be extended by mutual agreement of the City and the

Owner provided the extension request is filed 90 days prior to the expiration date. Failure to file a timely extension request, the PUD shall be null and void.

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**

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this ____ day of _____ 2023, by _____, who is personally known to me or who has produced a valid Driver’s License as identification.

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

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

PRELIMINARY PLAT

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: March 20th, 2023

Description of Project

The applicant is seeking preliminary plan approval of the proposed subdivision consisting of 603 dwelling units of single family and attached single family.

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

Recommendation

The applicant has addressed all outstanding planning comments. Staff recommends approval subject to engineering and Lake County Public Works approval.



VIA EMAIL swilliams@fruitlandpark.org

March 20, 2023

Sharon Williams
Administrative Assistant
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731

RE: Rolling Acres at Lake Ella Preliminary Plan Review #4 (Halff AVO 043866.087)

Dear Ms. Williams:

Per your email request dated March 14th, 2023, I have reviewed the documents which were included in the drop box for the above referenced project. Based on my review, I believe all comments have been satisfied.

Should you have any questions, please feel free to contact our office at 352-343-8481.

Sincerely,
HALFF

A handwritten signature in blue ink, appearing to be "BT", written over a light blue horizontal line.

Brett Tobias, P.E.
Team Leader
btobias@Halff.com

BT:eb