



**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 Anita Geraci-Carver, City Attorney Emily Church, Office Assistant Sharon Williams, Administrative Manager
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AGENDA
PLANNING & ZONING BOARD
August 17, 2023
6:00 PM

- I. INVOCATION AND PLEDGE OF ALLEGIANCE:**
- II. ROLL CALL:**
- III. MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from July 20, 2023 included for review/comment.
- IV. OLD BUSINESS:** NONE

NEW BUSINESS:

- A. The Village at Lake Geneva – Planned Unit Development (PUD) Amendment/Preliminary Plat (Alternate Keys: 1284490, 1284503, 1284511, 1284805, 1284821, 1771617, 1771625, 3883988)**

PUD Amendment

The applicant for the proposed project, Richard Wohlfarth, submitted a PUD amendment and Preliminary Plan applications on behalf of the owner, Lake Saunders Groves PUD. The applicant would like to amend Ordinance 2022-012 (first amended and restated Master Development) to include the following: (1) remove reference to a 12.82 acre lake, (2) reduce density from 3.11 to 2.96, (3) reduce units from 420 to 397, (4) increased phasing from two (2) to six (6); (5) add criteria for 40' lots X 120' lots to replace 50' X 120' lots, (6) delete reference to condominiums, (7) add sidewalks on both sides, deleting the 15' pedestrian path and (8) allow natural landscape buffers to be used in lieu of planted buffers.

Preliminary Plan

The applicant is requesting preliminary plat approval for The Village at Lake Geneva (FKA Lake Saunders Grove) for 397 units consisting of single family detached and single family attached (townhomes). The applicant is also seeking an amendment to the PUD, Ordinance 2022-12. New preliminary plan should reference the most recent plan vice the old Master Development Agreement still lists the old master plan.

Clarification may be required on which alternate key the applicant states should not be included as a part of the plat/plan. Per the applicant, approximately 14 acres will be excluded. City Attorney will need to review if there any implications for this situation and provide a review for the PUD Amendment.

Applicant states that the proposed development will have a master meter for water usage and set alternating days for lawn watering. If well water is used, the development does not plan to charge the residents; otherwise, the HOA will receive a bill for city water and residents would pay an equitable share.

B. Spring Lake Road – Planned Unit Development (Alternate Key: 1284368)

The applicant, Alex Stringfellow of Stringfellow Planning, on behalf of the owner, Southwinds Commercial, LTD. The proposed development, located at 2307 Spring Lake Road, consists of 14.10 + acres. A total of 2.10 +/- acres [of undevelopable] wetlands and the remaining 12 +/- acres to the south of the wetlands will be developed for multi-family residential uses. Current future land use allows up to 4 single family dwelling units per acre in the northern 1/3 of the property, and 15 dwelling units per acre in the southern 2/3 of the property.

There are 36 one-story villas and 56 dwellings in two-story apartments for a total of 92 units and an overall gross density of 7.67 units/acre. The proposed density within the MFHD land use is 10.08 units/acre. It should be noted that no structures are proposed within the SFMD land use as it will be utilized for stormwater and buffers. Access for the development would occur from Spring Lake Road via a proposed dual boulevard.

There are five (5) unit types being proposed. **Unit type 1** consists of 2-bedroom apartments, with a net living area of 1,031 square feet. Forty (40) of these units are proposed. **Unit type 2** consists of 2-bedroom apartments with a net living area of 1,117 square feet, and eight (8) units of this type are proposed. **Unit type 3** consists of 3-bedroom apartments with a net living area of 1,209 square feet, and eight (8) units of this type are proposed. **Unit type 4** consists of 1-bedroom villas with a net living area of 777 square feet, of which twenty-four (24) units are proposed. **Unit type 5** consists of 2-bedroom villas with a net living area of 1,117 square feet, of which twelve (12) units are proposed. The maximum building height is 35'. No garages are proposed for the villa units. Parking is proposed in the adjacent parking lot or on street parking.

BOARD MEMBERS' COMMENTS:

PUBLIC COMMENTS:

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

ADJOURNMENT:



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AGENDA
PLANNING & ZONING BOARD
July 20, 2023
6:00 PM

- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Invocation led by Sharon Williams, Fruitland Park Staff.
- II. **ROLL CALL:** All members present except Roger Sines.
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from June 15, 2023 included for review/comment. Minutes were unanimously approved.
- IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. Mirror Lake Phase 2 – Final Plat/Easement (Alternate Key: 3897102)

Final Plat

A final plat is requested to develop Phase 2 of a 166-lot subdivision. Phase 2 consists of 76 lots, while Phase 1 (existing) consists of 90 lots. It should be noted that the applicant has requested to build model homes within the development. As the model homes were not previously presented/addressed, the city's land planner has advised that a minor site plan is required. One lot (lot 135) will be designated as a sales office (in the garage) and five (5) lots will be allotted as models.

Release of Utility Easement

The applicant has requested the termination of a utility easement [outlined in Resolution 2006-032]. A termination of easement will need to be recorded in the public records once the city finds that retaining such easements are no longer necessary. A title opinion for the property will need to be updated with an effective date that is within 30 days of plat recording.

Additionally, the NOC recorded in O.R. Book 6115, page 555 must be terminated prior to the recording of the final plat. Note that the utility easement must be approved in conjunction with the final plat approval.

An updated Title Opinion and a Notice of Commencement Termination will be required prior to City Commission meeting. The latter should be recorded with Lake County prior to Final Plat Approval at City Commission. City Attorney will confirm that performance bond language is acceptable

Mr. Bass, city building official, received a complaint that concrete poured for new mailboxes was not in compliance with the ADA (Americans with Disabilities Act).

The Mylar submittal was missing witness signatures/notarization and this will need to be completed prior to City Commission. Final plat will only require one City Commission meeting.

Vice Chair Dicus inquired whether confirmation by the applicant to terminate previous utility easements was due to the granting of new ones. City Attorney confirmed as did Neil Klaproth, on behalf of Park Square Homes.

The motion to approve was made by Board Member Burch and Seconded by Board Member Dicus. Passed unanimously.

BOARD MEMBERS' COMMENTS:

Vice Chair Dicus inquired about the outcome of Miller at Cutoff at the July 13th City Commission Meeting. Michael Rankin of LPG provided a synopsis from that meeting. Vice Chair Dicus asked about the tax base. City Attorney stated that there would be separate water meters but is uncertain how the County will tax them.

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: 6:19 PM

ORDINANCE 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, AMENDING ORDINANCE 2006-13 and 2022-012 TO ADOPT A SECOND AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT CONSISTING OF APPROXIMATELY 135.7 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AMENDING THE CONCEPTUAL SITE PLAN; DECREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application has been submitted by Fruitland Park Development IV, LLC on behalf of the owner, Lake Saunders Groves Land, LLP, a Florida limited liability partnership, ~~as applicant/owner~~ requesting an amendment to the Master Development Agreement adopted by Ordinance 2006-13, extended in Resolution 2018-043, ; and amended and restated by the first amendment in Ordinance 2022-012; and

WHEREAS, the property has a future land use designation of Multiple Family High Density Residential as shown on the City of Fruitland Park Comprehensive Plan Future Land Use Map; and

WHEREAS, the adopted zoning of Planned Unit Development is consistent with the future land use designation; and

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

WHEREAS, the required notice has been properly published and provided as required by the City's Land Development Code and Florida Statutes; and

WHEREAS, the City Commission reviewed said application, 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 135.7 ± acres of land located between Lake Ella Road and south to Spring Lake Road, Fruitland Park, zoned Planned Unit Development shall hereafter be developed according to the Second Amended and Restated Master Development Agreement attached hereto as **Exhibit A**, which includes, but is not limited to, the Village at Lake Geneva Master Development Plan prepared by Wohlfarth Consulting Group, LLC dated April 2023 and architectural design standards. The property is more particularly described as:

LEGAL DESCRIPTION: See MDA Exhibit B.

Parcel Alternate Key Nos. 1284490, 1284503, 1284503, 1284511, 1284805, 1284821, 1771617, 1771625, and 3883988.

Section 2. That as more particularly set forth in the ~~First Amended~~, Second ~~Amendment Amended~~ and Restated Master Development Agreement, density is reduced from 3.11 units per acre to 2.93 units per acre, and the maximum density is reduced from a maximum of 420 units to a maximum of 397 units.

Section 3. That the zoning classification currently assigned remains and is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida. A map of the Property is attached as Exhibit D.

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. ~~Ordinance 2006-13, Ordinance 2022-012, and Resolution No. 2018-043 remain in full force and effect except as amended in this ordinance.~~

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

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

~~Passed First Reading Passed Second Reading~~

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther B. Coulson, MMC, City Clerk
(SEAL)

Anita Geraci-Carver, City Attorney

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

Passed First Reading :

Passed Second Reading:

EXHIBIT A TO ORDINANCE
Second Amended and Restated Master Development Agreement

[See Attached]

Exhibit "A"
Second Amended and Restated Master Development Agreement

THIS SECOND AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT ("Agreement") entered and made as of the ____ day of _____ 2023, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and Lake Saunders Groves Land LLP, a Florida limited liability partnership, (hereinafter referred to as the "Owner/Developer").

RECITALS

1. The Owner/Developer previously annexed into the City of Fruitland Park approximately 135.7 acres of property currently located in unincorporated Lake County, Florida, described on Exhibit "~~AB~~" attached to and incorporated in this Agreement (hereinafter referred to as the "Property").
2. The Property is currently zoned "Planned Unit Development" and governed by City Ordinance 2006-13, recorded at Official Records Book 3291, Pages 1582-1601, Public Records of Lake County, Florida, City Resolution No.2018-043, recorded at Official Records Book 5183, Pages 1447-1474, Public Records of Lake County Florida and City Ordinance 2022-012, recorded at Official Records Book 5974, Pages 2151-2171, Public Records of Lake County, Florida.
3. Owner/Developer wishes to amend the Master Development Agreement attached as Exhibit "A" to ~~Ordinance 2006-13, Resolution 2018-043 and~~ Ordinance 2022-012.
4. Owner/Developer 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 amendment to the existing Master Development Agreement 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/Developer will fund and has funded certain public improvements and infrastructure to facilitate the development of the Property.
7. The Property is within the City limits and the City's Chapter 180, Florida Statutes, utility district, and Owner/Developer 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 of thereof.

Section 2. Land Use/Development. Development of the Property (the "Project") shall be substantially consistent with the "Village at Lake Geneva Master Development Plan" prepared by Wohlfarth Consulting Group, LLC., dated April 2023 and attached as Exhibit "BC" (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district and, subject to City approval after public hearing, City's Single Family Medium Density Residential land use category for the portion of the Property generally lying westward of the 12.82 acre lake as depicted on the Plan, and Multiple Family High Density Residential for the portion of the Property generally lying eastward of the 12.82 lake as depicted on the Plan. As set forth further below, all land use issues addressed herein must be adopted by the City through its regular procedures before being effective.

Section 3. Density. Overall gross density for the Property shall not exceed 2.94 units per acre. Gross acreage is approximately 135 acres, and the maximum density shall not exceed 397 units. However, the density on the eastern portion of the Property shall be greater to allow for a transition from commercial and industrial areas to the east to the single-family areas to the west.

Section 4. Phasing. Owner/Developer may develop the Property in six (6) separate phases [AGC1] and shall not proceed to sell lots or homes in subsequent phases until the infrastructure of the previous phase is 50% completed. However, phases may be graded, and infrastructure constructed simultaneously if Owner/Developer so chooses, and all City code provisions are followed.

The Phases are more specifically set forth below and are demarcated accordingly on the Plan.

The Village at Lake Geneva

Table 2 Phasing Schedule

Parcel	Phase	Area	Infrastructure Dates	Housing Dates	Approximate Area (ACRES)	Units
A	4	50' X 120' Single Family Units	10/1/2024-4-1-2025	7/1/2025-1/1/2026	11.1	52
B	2	40' X 120' Single Family Units	4/1/2024-11/1/2024	1/1/2025-1/1/2025	5.25	41
C-1	1	50' X 120' Single Family Units	10/1/2023-4-1-2024	6/1/2024-6/1/2025	8.6	27
C-2	2	50' X 120' Single Family Units	2/1/2024-9-1-2024	1/1/2025-1/1/2026	22.4	20
D-1	1	50' X 120' Single Family Units	10/1/2023-4-1-2024	4/1/024-6/1/2025	22.36	47
D-2	4	50' X 120' Single Family Units	10/1/2024-4/1/2025	7/1/2025-7/1/2026		60
E-1	3	20' X 110' Townhouses	10/1/2023-4-1-2024	6/1/024-6/1/2025	16.38	82
E-2	1	40' X 120' Single Family	10/1/2023-4-1-2024	6/1/024-6/1/2025		67
Totals						396

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

A. 40' Lots Single Family Dwelling Unit

1. Minimum Building Setbacks
 - A. Front: 20 feet
 - B. Front-Garage: 25 feet
 - C. Side: 5 feet
 - D. Side Street 15 feet
 - E. Rear: 15 feet
2. Minimum Living Area: 1,200 SF
3. Minimum Lot Width: 40 feet
4. Minimum Lot Area: 4,800 SF
5. Maximum Impervious Surface Ratio (Lots): 65%
6. Minimum Open Space (Total Development): 25%

B. 50' Lots Single Family Dwelling Unit

1. Minimum Building Setbacks
 - A. Front: 20 feet
 - B. Front-Garage: 25 feet
 - C. Side: 5 feet
 - D. Side Street 15 Feet
 - E. Rear: 15 feet
2. Minimum Living Area: 1,200 SF
3. Minimum Lot Width: 50 feet
4. Minimum Lot Area: 6,000 SF
5. Maximum Impervious Surface Ratio (Lots): 65%
6. Minimum Open Space (Total Development): 25%

C. Townhomes

1. Minimum Building Setbacks
 - A. Front: 20 feet
 - B. Front-Garage: 25 feet
 - C. Side: 10 feet (between building pads)
 - D. Side: 12.5 feet (building to street)
 - E. Side: 0 feet (between units)
 - F. Rear: 15 feet, except 5' for patio, pool and screen structures
2. Minimum Living Area: 600 SF

- | | | |
|----|--|----------|
| 3. | Minimum Lot Width: | 20 feet |
| 4. | Minimum Lot Area: | 2,000 SF |
| 5. | Maximum Impervious Surface Ratio (Lots): | 75% |
| 6. | Minimum Open Space (Total Development): | 25% |
| 7. | Maximum Number of Attached Units | 8 |

D. Building Heights. The maximum building heights within the Property is 35 feet.

8.E. Open Space: A minimum of 25% Open Space shall be provided within the Property Section.

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

a.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 development.

i.1) Donners

ii.2) Gables

iii.3) Recessed or raised entries.

iv.4) Covered porch entries.

v.5) Cupolas

vi.6) Pillars or decorative posts

vii.7) Bay window (minimum 12-inch projections)

viii.8) Eaves (minimum 6-inch projections)

ix.9) Front windows with arched glass tops and minimum 4-inch trim

b.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:

i.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.

ii.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.).

| _____

~~iii.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. Homeowners Association. Owner/Developer shall establish a homeowner's ~~association~~ association, 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, unless some or all of those responsibilities are undertaken by a Community Development District pursuant to Section 8 below. Owner/Developer agrees to, at Owner/Developer's expense, provide landscaping and improvements to the park and recreation areas located within the Property as agreed to by City at ~~side-site~~ plan approval. Owner/Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Section 8. Community Development District. Owner/Developer may establish a Community Development District ("COD") pursuant to and consistent with Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures as allowed by Section 190.12, F.S.

Section 9. Sidewalks. Owner/Developer agrees to construct sidewalks to City standards on at least two sides of all rights of way within the Property.

Section 10. Road Improvements. Owner/Developer shall be responsible for updating the previous traffic study at the time of submittal of the Phase I ~~Construction Plans~~ preliminary site plan for review and determination of any necessary improvements required by Lake County, and shall further be responsible for ~~and subsequently~~ designing and constructing all transportation improvements based on such study and Lake County requirements. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Owner/Developer agrees to design and construct the Project with the future ability to connect to a street which may be constructed from U.S. 27/441 at the southern boundary of the existing automobile dealership west to the Project ("Street B"), and to provide a local road access from Street B westward through the Project, connecting to the property to the west of the Project.

Section 11. Lighting. Owner/Developer shall submit a site lighting plan in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from single-family residences and townhomes to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and streetlights within the Property shall be installed by Owner/Developer and thereafter maintained by the HOA.

Section 12. Water, Wastewater, and Reuse Water^[AGC2]. Owner/Developer 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/Developer 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/Developer shall also construct, at Owner/Developer'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/Developer 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/Developer will enter into a Pioneer Agreement with the Owner/Developer 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/Developer.

Section 13. Impact Fees. Owner/Developer shall be required to pay impact fees as established by City from time to time, subject to any applicable credits.

Owner/Developer 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 14. Landscaping/Buffers. Owner/Developer has reviewed the City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner/Developer shall install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation.

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

If reuse water is not available at the time of construction of any phase, Owner/Developer may install a temporary irrigation well, in compliance and with all applicable permits from the St. Johns River Water Management District ("District"). Such temporary irrigation well shall be abandoned upon availability of reuse water from the City, in compliance with all City and District regulations.

Owner/Developer shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner/Developer shall maintain such areas until such maintenance responsibilities have been assumed by the HOA.

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

Owner/Developer agrees to construct all landscape buffers as required by City's Land Development Regulations. Developer further agrees to provide additional buffering along the southern portion of the Property as is reasonably requested by City to buffer the Property from the residents located along Spring Lake Road.

Natural landscape buffers may be used in lieu of planted buffers[AGC3].

Section 15. Stormwater Management. Owner/Developer agrees to provide at Developer'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. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner/Developer shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner/Developer shall be subject to any ordinance relating to Proportionate Share Mitigation.

Section 17. Final Site Plan Approval. After the approved Conceptual Site and this Master Development ~~Developer's~~ Agreement ~~Plan~~ is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, construction plans, and a Final Site Plan for the development [AGC4] shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

Section 18. Environmental Considerations. The Owner/Developer agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 19. Solid Waste Disposal Facilities. Owner/Developer shall provide for the townhomes ~~and/or condominiums~~ solid waste disposal facilities that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations. Owner/Developer agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley.

Section 20. Signage. Owner/Developer 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 and Development Regulations.

Section 21. Title Opinion. Owner/Developer shall provide to City, in advance of the City's execution of this Agreement, a title opinion of any 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 22. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended as well as regulations of county, state, local and federal agencies. All improvements and infrastructures shall be constructed to City standards.

Section 23. Due Diligence. The City and Owner/Developer 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/Developer from time to time in accordance with the City's applicable policies for the provision of said services.

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

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

Section 26. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforced by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner/Developer to successive owners. Owners/Developer 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/Developer consents to the placements 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 27. Waiver, Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power privilege hereunder, not will any single or partial exercise or any right, power or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege hereunder.

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

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

As to City:	Mr. Gary La Venia, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 – Telephone: 352-360-6727
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 Telephone: 352-360-6727 - Anita Geraci-Carver, Esq, City Attorney Law Office of Anita Geraci-Carver 1560 Bloxam Ave Clermont, FL 34711 Telephone: 352-243-2801

Copy to:	Fruitland Park Development IV, LLC c/o Richard C. Wohlfarth, P.E. 246 N. Westmonte Drive Altamonte Springs, Florida 32714 Telephone: 407-350-9090
Copy to:	Stephen V. Hoffman Attorney at Law 2426 East Las Olas Boulevard Fort Lauderdale, Florida 33301 Office: 954.334.2250

Section 30. 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/Developer from complying with the law governing said permitting requirements, conditions, terms, or restrictions.

Section 31. 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 August 23, 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 32. Amendments. Amendments to the provisions of this Agreement shall be made by the parties only in writing and by formal amendment.

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

IN WITNESS WHEREOF, the Owner/Developer 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

Print Name

Witness Signature

Print Name

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____ 2023 by _____ and _____ on behalf of _____, a limited liability partnership. He/she/they who are personally known to me or who have produced _____ as identification ~~and who did (did not) take an oath.~~

Notary Public, State of Florida
Printed Name: _____
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: _____
Date: _____
Attest: _____
City Clerk

City Attorney

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____ 2023 by Chris Cheshire as mayor of the City of Fruitland Park, Florida, a Florida municipal corporation on behalf of the corporation, ~~_____ and _____, City Clerk of the City of Fruitland Park, Florida,~~ who ~~are~~ is personally known to me, ~~and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the city of Fruitland Park, Florida.~~

Notary Public, State of Florida
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

Exhibit "B"

~~To Second Amended and Restated Master Development Agreement Plan~~

LEGAL DESCRIPTION

PARCEL 1: Alt. Key 1284490; Parcel 33-18-22-0003-000-02900

The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 feet of the North 210 feet of the SW 1/4 of the NE 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

PARCEL 2: Alt. Key 1284503; Parcel 33-18-24-0002-000-00801

The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad, Lake County, Florida.

PARCEL 3: Alt. Key 1284511; Parcel 33-18-24-0001-000-00700

The NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS: Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58'40" W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54'10" W, along the South line of the NE 1/4 of the NW 1/4 a distance of 209.28 feet; thence N 00°02'26" E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58'40" E, along the North line of the NE 1/4 of the NW 1/4 a distance of 209.29 feet to the Point of Beginning. LESS the North 40 feet for right-of-way of Lake Ella Road. FURTHER LESS AND EXCEPT any portion lying within the lands conveyed by that certain Warranty Deed recorded in Official Records Book 5942, Page 848, of the Public Records of Lake County, Florida.

PARCEL 4: Alt. Key 1284805; Parcel 33-18-24-0002-000-00802

The East 240 feet of the N 1/2 of the SW 1/4 of the NW 1/4 and the West 550 feet of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

PARCEL 5: Alt Key 1284821; Parcel 33-18-24-0002-000-00800

The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS the South 33 feet for road right of way for Spring Lake Road.

PARCEL 6: Alt. Key 1771617; Parcel 33-18-24-0003-000-02600

Begin at the Northwest corner of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence East 1254 feet, thence South 210 feet, thence East 226 feet, thence North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to South line of the SW 1/4 of the NE 1/4, thence West to the Southwest corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the Point of Beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.

PARCEL 7: Alt. Key 1771625; Parcel 33-18-24-0004-000-04600

Begin at the NE corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence South 900.5 feet, thence West 209.88 feet, thence South 209.88 feet, thence West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the Point of Beginning.

PARCEL 8: Alt. Key 3883988; Parcel 33-18-24-0002-000-10200

Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, and run S 89°58'40" W, along said North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet, thence S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33, thence N 89°54'10" E, along said South line to the SE corner of the NE 1/4 of the NW 1/4, thence North along said East line of the NE 1/4 of the NW 1/4 to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

EXHIBIT "BC" TO ORDINANCE

Village at Lake Geneva Master Development Plan" prepared by Wohlfarth Consulting Group,
LLC., dated April 2023

Legal Description

~~Parcel 33-18-24-0003-0G0-02900 (Alt Key 1284490):~~

~~The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 Feet of the North 210 feet of the SW 1/4 of the NE 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.~~

~~Parcel 33-18-24-0002-000-00801 (Alt Key 1284503):~~

~~The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad, Lake County, Florida.~~

~~Parcel 33-18-24-0001-000-00700 (Alt Key 1284511):~~

~~The NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS: commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58'40" W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54'10" W, along the South line of the NE 1/4 of the NW 1/4 a distance of 169.28 feet; then N 00°02'26" E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58'40" E, along the North line of the NE 1/4 of the NW 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right of way of Lake Ella Road.~~

~~Parcel 33-18-24-0002-000-00802 (Alt Key 1284805):~~

~~Toe East 240 feet of the N 1/2 of the SW 1/4 of the NW 1/4 and the West 550 feet of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.~~

~~Parcel 33-18-24-0002-000-00800 (Alt Key 1284821):~~

~~The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida. Parcel 33-18-24-0003-000-02600 (Alt Key 1771617):~~

~~Begin at the Northwest corner of the SE 1/4 of NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence East 1254 feet, thence South 210 feet, thence East 226 feet, thence North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to South line of the SW 1/4 of the NE 1/4, thence West to Southwest corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the point of beginning, LESS the West 550 feet~~

~~of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.~~

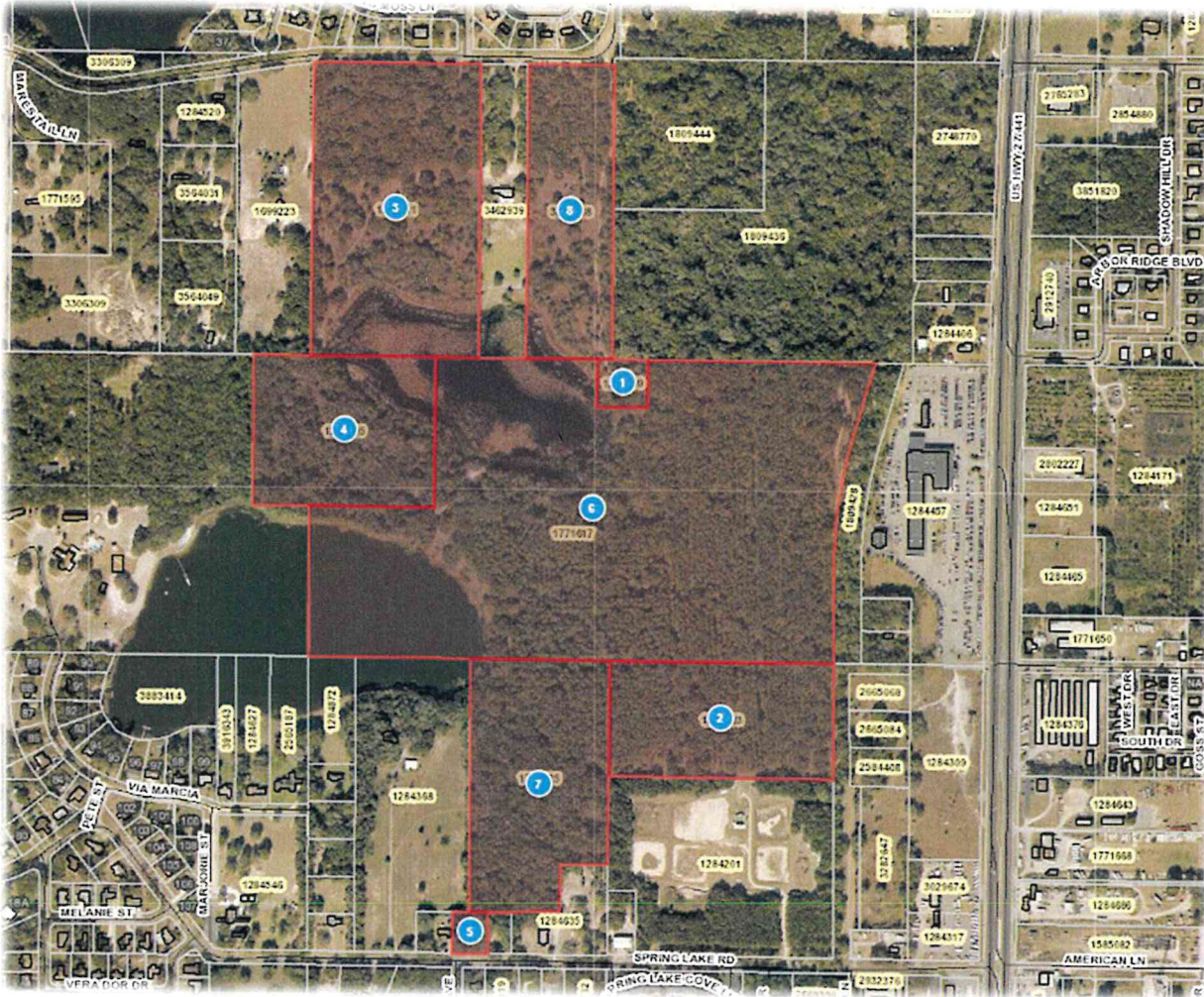
~~Parcel 33-18-24-0004-000-04600 (Alt Key 1771625):~~

~~Begin at the NE corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence South 900.5 feet, thence West 209.88 feet, thence South 209.88 feet, then West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the point of beginning.~~

~~Parcel 33-18-24-0002-000-10200 (Alt Key 3883988):~~

~~COLLISION:!! Ce at tie NE cbr'rler bf the NE 1/4 Of tie NW 1/4 (Jf SectiO:i 33, Township 18 South, Range 24 East, in Lake County, Florida, and run s 89°58'40" W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02'26" w, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54'10" W, along the South line of the NE 1/4 of the NW 1/4 a distance of 169.28 feet; then N 00°02'26" E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58'40" E, along the North line of the NE 1/4 of the NW 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.~~

EXHIBIT "C" TO ORDINANCE
Map



**NOTICE OF PUBLIC HEARING
ORDINANCE 2023-012**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, AMENDING ORDINANCE 2006-13 and 2022-012 TO ADOPT A SECOND AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT CONSISTING OF APPROXIMATELY 135.7 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AMENDING THE CONCEPTUAL SITE PLAN; DECREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance will be considered at the following public meetings:

Planning & Zoning Board Thursday, August 17, 2023 @ 6:00 p.m.
City Commission 1st Reading Thursday, August 24, 2023 @ 6:00 p.m.
City Commission 2nd Reading Thursday, September 14, 2023 @ 6:00 p.m.

RESOLUTION 2023-0043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAN APPROVAL OF THE VILLAGE AT LAKE GENEVA GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Planning & Zoning Board Thursday, August 17, 2023 @ 6:00 p.m.
City Commission Thursday, August 24, 2023 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Ordinance & Resolution and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed resolution.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



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

PUD AMENDMENT AND PRELIMINARY PLAN/PLAT

Owner: Lake Saunders Groves Land, LLP

Applicant: Fruitland Park Development IV, LLC

General Location: South of Lake Ella Road and west of US 27/441

Number of Acres: 135 ± acres

Existing Zoning: PUD

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

Date: May 31st, 2023

Description of Project

The applicant is requesting preliminary plat approval for The Village at Lake Geneva (FKA Lake Saunders Grove) for 397 units consisting of single family detached and single family attached (townhomes). The applicant is also seeking an amendment to the PUD, Ordinance 2022-12. The proposed amendment is a reduction in density from 420 units to 397 units. The minimum lot size has been revised from 50' X 120' to 40' X 120'.

	Surrounding Zoning	Surrounding Land Use
North	Lady Lake	
South	County Ag	Urban Medium Density
East	PUD, C-2, PFD	Mixed Community, Commercial, Industrial & Institutional
West	PUD	MF High Density

Assessment

The environmental assessment by Modica & Associates dated May 2022 states that development of the project site will require permitting through the SJRWMD, the City of Fruitland Park, and potentially the FDEP, if wetland/surface water impacts are proposed. A No Permit Required can be obtained from the FDEP if federally jurisdictional wetlands are avoided. The SJRWMD requires a 15-foot minimum, 25-foot average upland buffer be provided along the limits of any of the wetlands or surface waters that will be preserved in the post-construction

condition to meet the SJRWMD secondary impact criteria. It appears on the preliminary plan that a 25' buffer is being provided.

A preliminary survey for gopher tortoises was conducted by Modica & Associates on May 27th, 2022 and two (2) potentially occupied gopher tortoise burrows were found during the partial survey. A 100% survey will need to be completed within 90-days of the anticipated start date of construction. It was also recommended that the Standard Protection Measures for the eastern indigo snake be implemented during construction activities.

The proposed tree survey methodology proposes no pine trees will be located, only specimen and historic trees will be located in 441 areas (Coniferous Plantation) that are being developed, and areas that are not being developed will not be surveyed for trees. Site reviews in 213 areas (Woodland Pastures) will be by visual investigation to determine if any specimen or historic trees are present. If trees are identified, they will be surveyed. Site reviews in 434 areas (Harwood-Conifer Mix) will be done by visual inspection to determine if any specimen or historic trees are present. If trees are identified, they will be surveyed. Only areas that are being proposed for development (clearing) will be included in any visual inspection and tree survey. Only those areas developed in FLUCS 434 will be included in the survey. Staff consider the proposed tree survey methodology by WC Group Land Development Engineering Services to be acceptable. Staff recommends approval of tree removal methodology.

Three (3) access driveways are proposed for the site. Two (2) on Lake Ella Road and one (1) on Spring Lake Road. Traffic & Mobility Consultants have submitted traffic impact analysis methodology for the proposed project. Planning staff defers approval of the traffic methodology to Lake County and the MPO.

A PUD amendment eliminating the 15' pedestrian and bike trail along the entire eastern boundary is being requested.

Sheet C-3.0 Master Development Plan indicates a 25' landscape buffer of 2 canopy, 3 understory and hedge per 100 linear feet'. Ordinance 2022-12 Master Development Agreement requires that landscape buffers be provided pursuant to the LDRs. The LDRs require a 25' buffer with 5 canopy trees, 4 understory trees and 30 shrubs per 100 linear feet. Planning staff defers to City legal counsel.

Recommendation

Staff approval of the PUD amendment is subject to an approved Traffic Impact Analysis and any recommended roadway improvements, as well as subject to City legal counsel regarding the buffer planting requirements.

RESOLUTION 2023-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAN APPROVAL OF THE VILLAGE AT LAKE GENEVA GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has petitioned for preliminary plat approval of the Village at Lake Geneva consisting of a maximum of 397 residential dwelling units; and

WHEREAS, the subject property consisting of 135.43 +/- acres is zoned PUD and has a future land use of MFHD; 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 the Village at Lake Geneva 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 the Village at Lake Geneva, 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 county road offsite improvements.

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

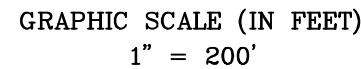
ATTEST:

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



FRUITLAND PARK DEVELOPMENT IV, LLC
ATTN: RICHARD C. WOHLFARTH P.E.
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
OFFICE 407-750-3123, CELL 407-350-9090

ENVIRONMENTAL:
MONICA & ASSOCIATES, INC.
302 MOHAWK ROAD
CLERMONT, FLORIDA, 34711

1. WATER, SEWER & FIRE PROTECTION WILL BE PROVIDED BY THE CITY OF FRUITLAND PARK.
2. STORMWATER WILL BE PERMITTED WITH SJRWMD AND WILL BE OWNED AND MAINTAINED BY THE HOA.
3. AMENITIES ARE NOT YET DETERMINED. THEY CAN CONSIST OF, BUT ARE NOT LIMITED TO, TOT LOT, POCKET PARKS, DOG PARK & PASSIVE RECREATION.
4. ALL PARKING REQUIREMENTS WILL BE PER THE MOST CURRENT CITY OF FRUITLAND PARK LAND DEVELOPMENT REGULATIONS.

OWNER
LAKE SAUNDERS GROVES LAND LLP
C/O GRACE LINDBLOM
1412 COLONIAL DRIVE
ORLANDO, FL 32804

ACREAGE	135.43 AC (5,899,491 SF)
ALT KEY	1284490/1284503/1284511/1284805/1284821/1771617/1771625/3883988
EXISTING ZONING	PLANNED UNIT DEVELOPMENT (PUD)
EXISTING LAND USE	MULTIPLE - FAMILY HIGH DENSITY (MFHD)
PROPOSED ZONING	RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD)
BUILDING HEIGHT	35' MAX.
TOTAL UNITS	397
	(SEE DEVELOPMENT SUMMARY THIS SHEET)

DENSITY	3.1 UNITS PER ACRE
OPEN SPACE REQUIRED	135 AC * 0.25 = 33.75 AC
OPEN SPACE PROVIDED	70.38 AC (52%) (INCLUDES LAKES/ WETLANDS)
FLOOD ZONE	ZONE A & ZONE X PER FEMA MAP # 12069C0170E, EFFECTIVE 12/18/2012

ZONING	NORTH: PUD (PLANNED UNIT DEVELOPMENT), A (AGRICULTURE) SOUTH: PFD (PUBLIC FACILITIES DISTRICT), A (AGRICULTURE) EAST: C-2 (GENERAL COMMERCIAL) WEST: PUD (PLANNED UNIT DEVELOPMENT), A (AGRICULTURE)
---------------	---

FUTURE LAND USE NORTH: MC (MIXED COMMUNITY), URBAN MEDIUM DENSITY
 SOUTH: INST (INSTITUTIONAL), URBAN MEDIUM DENSITY
 EAST: COMM (COMMERCIAL HIGH INTENSITY), IND (INDUSTRIAL)
 WEST: MFLD (MULTIPLE-FAMILY LOW DENSITY), SFMD (SINGLE FAMILY MEDIUM DENSITY)
 URBAN MEDIUM DENSITY

BUILDING SETBACKS	FRONT	20' MIN (25' FRONT GARAGE)
	SIDE	5'
	SIDE	15' (BUILDING TO STREET)
	REAR	15'

MINIMUM LIVING AREA	1,200 SF
MINIMUM LOT WIDTH	40'
MINIMUM LOT AREA	4,800 SF (40x120)
MAX. IMPERVIOUS SURFACE RATIO (LOTS)	65%
MIN. OPEN SPACE (TOTAL DEVELOPMENT)	25%

BUILDING SETBACKS	FRONT	20' MIN (25' FRONT GARAGE)
SIDE	10' (BETWEEN BUILDING PADS)	
SIDE	12.5' (BUILDING TO STREET)	
SIDE	0' (BETWEEN UNITS)	
REAR	15' (5' FOR PATIO, POOL & SCREEN STRUCTURES)	

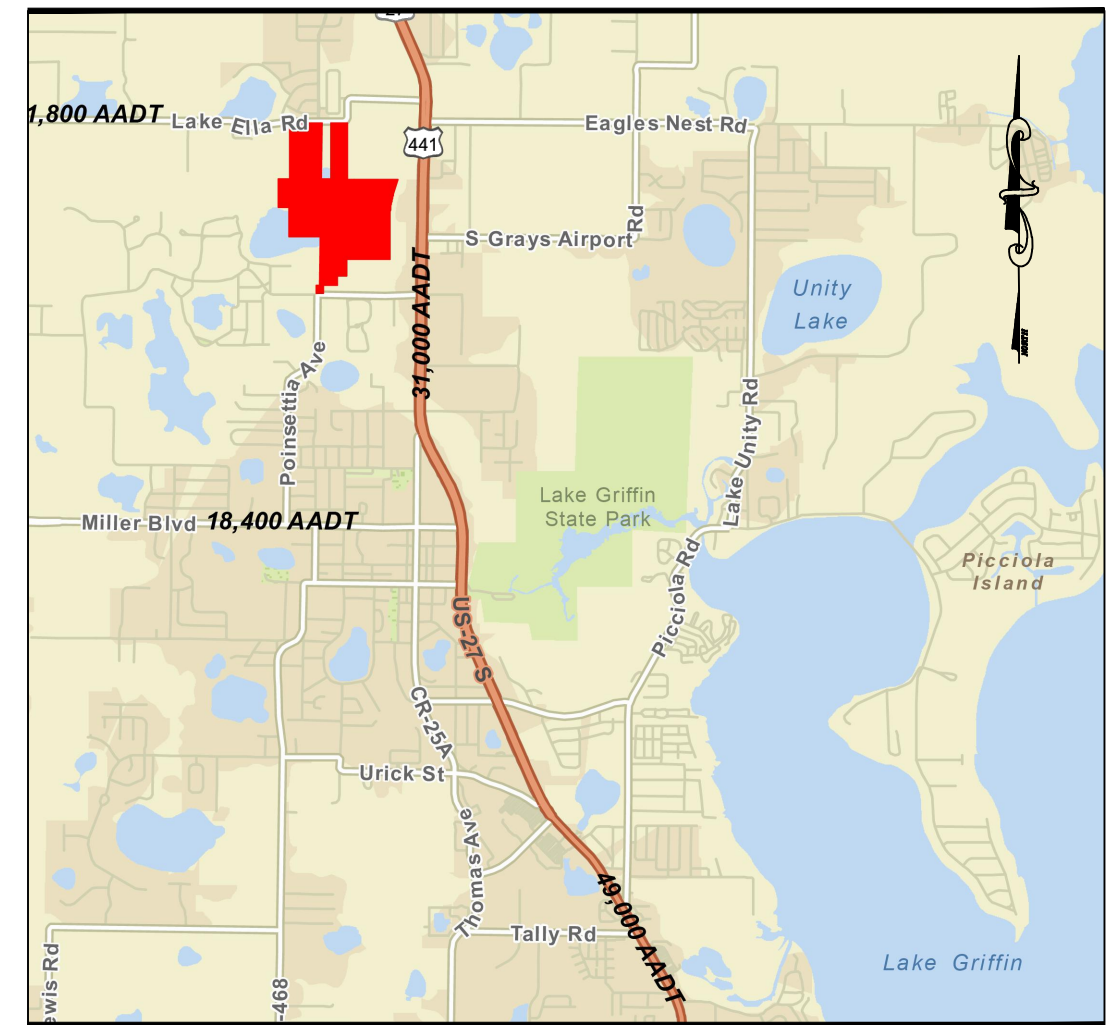
MINIMUM LIVING AREA	600 SF
MINIMUM LOT WIDTH	20'
MINIMUM LOT AREA	2,200 SF (20x110)
MAX. IMPERVIOUS SURFACE RATIO (LOTS)	75%
MIN. OPEN SPACE (TOTAL DEVELOPMENT)	25%
MAX. NUMBER OF ATTACHED UNITS	8

WETLANDS: WETLANDS SHALL HAVE A 25' NON DISTURBED UPLAND BUFFER.

LANDSCAPE BUFFERS 25' (HEDGE, 2 CANOPY & 3 UNDERSTORY TREES EVERY 100')
WHERE A NATURAL BUFFER EXISTS, IT SHOULD BE USED TO MEET ANY
LANDSCAPING REQUIREMENTS

WATER	CITY OF FRUITLAND PARK
SEWER	CITY OF FRUITLAND PARK
POWER	CITY OF LEESBURG/DUKE POWER

S.E. 1/4, SECTION 33
TOWNSHIP 18 SOUTH, RANGE 24 EAST



LOCATION MAP
NOT TO SCALE

Development Summary			
	Single Family		Townhouses
Land Use	40' X 120' Sf	50' X 120' Sf	20' X 110' Sf
Parcel A			52
Parcel B	41		
Parcel C-1			27
Parcel C-2			20
Parcel D-1			47
Parcel D-2			60
Parcel E-1			82
Parcel E-2	67		
	108	206	82
Single Family			314
Townhouses			82
			396
Parcels	65.0	Acres	48%
Open Space, Parks, Retention	43.497	Acres	32%
Lakes	23.899	Acres	18%
Wetland Buffers	2.985	Acres	2%
	135.4	Acres	100%

PARCEL 1:

THE EAST 66 FEET OF THE NORTH 210 FEET OF THE SE 1/4 OF THE NW 1/4 AND THE WEST 160 FEET OF THE NORTH 210 FEET OF THE SW 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 511 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LYING WEST OF THE RAILROAD, LAKE COUNTY, FLORIDA.

PARCEL 3:

THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS: COMMENCEMENT AT THE N.E. CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; AND S 89°58'40" W, ALONG THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4, A DISTANCE OF 380.35 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S 00°02'26" W, 1326.45 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE S 89°54'10" W, ALONG THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF THE NW 1/4 A DISTANCE OF 209.28 FEET, THENCE N 00°02'26" W, 1326.67 FEET, TO A POINT ON THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE N 89°58'40" E, ALONG THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4 A DISTANCE OF 209.29 FEET TO THE POINT OF BEGINNING. LESS THE NORTH 40 FEET FOR RIGHT-OF-WAY OF LAKE ELA ROAD.

FURTHER LESS AND EXCEPT ANY PORTION LYING WITHIN THE LANDS CONVEYED BY THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5942, PAGE 848, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4:

THE EAST 240 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 AND THE WEST 550 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 5:

THE SOUTH 209.88 FEET OF THE WEST 157.5 FEET OF THE EAST 682.5 FEET OF THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 33 FEET FOR ROAD RIGHT OF WAY FOR SPRING LAKE ROAD.

PARCEL 6:

BEGIN AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE EAST 1254 FEET, THENCE SOUTH 210 FEET, THENCE EAST 226 FEET, THENCE NORTH 210 FEET, THENCE EAST TO THE WESTERLY RIGHT OF WAY OF THE RAILROAD, THENCE SOUTHERLY ALONG SAID RAILROAD RIGHT OF WAY TO SOUTH LINE OF THE SW 1/4 OF THE NE 1/4, THENCE WEST TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4, THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING. LESS THE WEST 550 FEET OF THE NORTH 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST.

PARCEL 7:

BEGIN AT THE NE CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 900.5 FEET, THENCE WEST 209.88 FEET, THENCE SOUTH 209.88 FEET, THENCE WEST 400.12 FEET, THENCE NORTH 1092.88 FEET, THENCE EAST 610 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

BEGIN AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND RUN S 89°58'40" W, ALONG SAID NORTH LINE OF THE NE 1/4 OF THE NW 1/4, A DISTANCE OF 380.35 FEET, THENCE S 00°02'26" W, 1326.45 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE N 89°54'10" E, ALONG SAID SOUTH LINE TO THE SE CORNER OF THE NE 1/4 OF THE NW 1/4, THENCE NORTH ALONG SAID EAST LINE OF THE NE 1/4 OF THE NW 1/4 TO THE POINT OF BEGINNING. LESS THE NORTH 40 FEET THEREOF FOR RIGHT-OF-WAY OF LAKE ELA ROAD.

[illegible]

THE VILLAGE AT LAKE GENEVA
PRELIMINARY SUBDIVISION PLAN

MASTER DEVELOPMENT PLAN

SCALE	DRAWN: DMM
PROJECT	DESIGNED: DMM
2023-033	CHECKED: RW
SHEET	DATE: 03/27/2023
C-3.0	



W/C GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

BUSINESS NO. 32108

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED
WITH THE ORIGINAL SEAL OF RICHARD C. WOHLFARTH,
FLORIDA B.E. #20044

ORDINANCE 2023-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.10 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED NORTH OF SPRING LAKE ROAD AND WEST OF POINSETTIA AVENUE; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED 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 Alex Stringfellow as applicant, on behalf of Southwinds Commercial LTD as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Planned Unit Development (PUD) to Planned Unit Development (PUD) 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 14.10 ± acres generally located north of Spring Lake Road and west of Poinsettia Avenue as described and depicted as set forth on Exhibit "A" shall hereafter be designated as PUD "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 _____, 2023.

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

Passed First Reading _____

Passed Second Reading _____

(SEAL)

“EXHIBIT A”

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89°20'30" EAST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 209.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0°30'15" EAST 1,325.45 FEET TO THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 33, THENCE RUN SOUTH 89°35'10" EAST, ALONG THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 505.91 FEET, THENCE RUN SOUTH 00°32'50" WEST 1,116.62 FEET, THENCE NORTH 89°22'40" WEST 231.40 FEET, THENCE SOUTH 0°31'40" WEST 210.90 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, THENCE NORTH 89°20'30" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 273.57 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE SOUTH 33 FEET THEREOF.

EXHIBIT B

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MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into and made as of the ____th day of _____, ~~2022~~2023, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and ~~Watervue at Lake Geneva Investment Partners, LLC~~Southwinds Commercial, LTD., a Florida ~~Limited Liability Company~~limited partnership (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 14.10 acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").
2. The Property is currently located within the City of Fruitland Park and is currently zoned "Planned Unit Development" (PUD) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Single Family Medium Density and Multi-Family High Density."
3. Owner has filed an applications to ~~rezoning~~rezone the Property as a Residential Planned Unit Development.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

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

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

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable

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as to any party unless and until: a) the City duly adopts the Agreement ~~and adopts an ordinance rezoning the Property into the corporate limits of the City. The land use and development obligations contained in this Agreement shall not be binding or enforceable as to the Owner unless and until the City's comprehensive plan amendment implementing or related to the Agreement is found in compliance by the state land planning agency in accordance with the applicable Florida Statutes and such plan amendment is adopted by City.~~ The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan – Spring Lake Road" prepared by Stringfellow Planning & Design., dated August 10, 2022 and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district. All residential units are to be located within the Property having a FLU of MFHD. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by the Department of Economic Opportunity before being effective.

Section 4. Density. The maximum density shall not exceed 92 units.

Section 5. Permitted Uses. Permitted Uses shall include:

- a. Multi-family residential dwelling units meeting the R-15
~~b.~~ standards. (Limited to that portion of the Property having a FLU of MFHD)
- ~~e.b.~~ Single family residential units.
- ~~d.c.~~ Two-family residential units. (Limited to that portion of the Property having a FLU of MFHD)
- ~~e.d.~~ Passive and Active Recreation Facilities.
- ~~f.e.~~ Accessory uses per City of Fruitland Park Land Development Regulations.
- ~~g.f.~~ Accessory structures shall not be constructed within required buffer areas.

Section 6. Development Standards. Development Standards shall be as follows:

- a. Minimum Open Space 25%, which may include all buffers, manmade stormwater ponds, recreation and other pervious area not located within platted road right of way.
- b. Maximum Building Height 35', measured to the mean height of hip or gabled roofs.
- c. Minimum distance between multi-family buildings shall be twenty feet (20') measured from building wall to building wall.
- d. Interior buildings shall have a setback of thirty feet (30') from edge of pavement (travel lane).
- e. Minimum Setback requirements, as measured from the PUD perimeter property lines shall be:
 - i. Front: from Spring Lake Road – fifty feet (50')
 - ii. Side: Twenty-five feet (25')
 - iii. Rear: Twenty-five feet (25')
 - iv. Rear: From Lake Geneva – Fifty feet (50')
- f. Open space shall not be less than twenty-five (25) percent of the total property area.

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Stormwater ponds may not be included as open space unless designed as an amenity.

- g. Parking: The Owner will be required to meet the parking requirements of the Fruitland Park Land Development Regulations.
- h. Landscape buffers of twenty-five feet (25') with a 6' solid vinyl fence shall be provided along the eastern and western property boundaries. A landscape buffer of thirty feet (30') shall be provided along the southern property boundary. No landscape buffer shall be required adjacent to Lake Geneva. All landscaping and tree protection shall comply with Chapter 163 of the City of Fruitland Park Land Development Regulations.

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

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of 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 POA.

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

- a. Multi-family development shall meet the R-15 MF HDR zoning development standards.
- b. Architectural features - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the multi-family, single family and two-family units. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim
 - 10) Metal roofs
 - 11) Decorative Corbels and Brackets
- c. Building Materials - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

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

Section 8. Property Owners Association. Owner shall establish a property owners association, 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.

Section 9. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by one access point on Spring Lake Road. The primary access shall be through a divided landscaped boulevard type road. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Owner shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements. Drive aisles within parking areas shall not be required to be constructed to City Street standards.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Owner shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.

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- e. A traffic/transportation study shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Owner.

Section 10. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner and thereafter maintained by the HOA/POA.

Section 11. Water, Wastewater, and Reuse Water. Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. No private wells will be allowed within the Property. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) 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 12. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time. Owner agrees to prepay the water and wastewater impact fees for the Property at the time of plat approval by City corresponding to the number of units in such plat.

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

Section 13. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney which may include dedication on the final plat, 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.

Section 14. Stormwater Management. Owner agrees to provide at Developer'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. ~~Upon annexation, the~~The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection,

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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 16. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations 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. Accordingly, Owner agrees that it shall be subject to such ordinance.

Section 17. Final Site Plan Approval. After the approved Conceptual Site ~~Plan~~ and Developer's Agreement Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, construction plans, and a Final Site Plan for the development shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

Section 18. 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 19. 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 20. 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.

Section 21. 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 22. 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 23. 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. ~~However, 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 Economic Opportunity ("DEO") 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 and approved by DEO.~~

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Section 24. 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 25. 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 26. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 27. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 28. 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:	Christopher J. Bell, City <u>Chris Cheshire</u> Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver, City Attorney 1560 Bloxam Avenue Clermont, Florida 34711 (352) 243-2801 Telephone

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As to Owner:	Paul Missigman Watervue at Lake Geneva Investment Partners, LLC <u>Southwinds Commercial, LTD.</u> 200 E. Canton Ave. Suite 102 Winter Park, FL 32789
Copy to:	

Section 29. 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 30. 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 in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 31. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 32. 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

Print Name

By: _____
Signature

Print Name

DRAFT

DRAFT

Witness Signature

Signature

Print Name

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

Notary Public

Notary Public - State of Florida

Commission No _____

My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

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

By: _____
_____, Mayor

Date: _____

City Attorney

ATTEST: _____

City Clerk

This instrument prepared by:

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____ by _____, _____, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

DRAFT

DRAFT

Notary Public

Notary Public - State of Florida

Commission No _____

My Commission Expires _____

DRAFT
EXHIBIT "A"

Subject Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

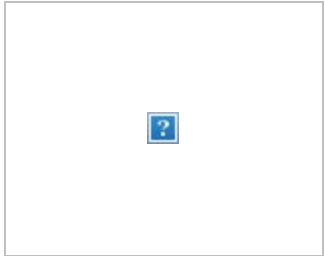
FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89°20'30" EAST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 209.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0°30'15" EAST 1,325.45 FEET TO THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 33, THENCE RUN SOUTH 89°35'10" EAST, ALONG THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 505.91 FEET, THENCE RUN SOUTH 00°32'50" WEST 1,116.62 FEET, THENCE NORTH 89°22'40" WEST 231.40 FEET, THENCE SOUTH 0°31'40" WEST 210.90 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, THENCE NORTH 89°20'30" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 273.57 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE SOUTH 33 FEET THEREOF.

DRAFT
EXHIBIT "B"

THE PLAN

From: [Lewis, Sharon E](#)
To: [Sharon Williams](#)
Cc: [Emily Church](#); [Lynch, Seth](#)
Subject: RE: WaterVue at Lake Geneva PUD - Tier 1 TIA Exemption Request
Date: Thursday, July 6, 2023 4:22:46 PM

Yes, TIA exemption from full traffic study is approved



SHARON E LEWIS, MSCTM
Traffic Project Engineer

PUBLIC WORKS
Engineering

A P.O Box 7800, Tavares, FL 32778
P 352-253-9050 | F 352-253-6016
E Sharon.Lewis@lakecountyfl.gov | W www.lakecountyfl.gov

NOTE: Florida has a very broad public records law.
Your email communications may be subject to public disclosure.

From: Sharon Williams <swilliams@fruitlandpark.org>
Sent: Thursday, July 6, 2023 4:21 PM
To: Lewis, Sharon E <sharon.lewis@lakecountyfl.gov>
Cc: Emily Church <echurch@fruitlandpark.org>; Lynch, Seth <seth.lynch@lakecountyfl.gov>
Subject: WaterVue at Lake Geneva PUD - Tier 1 TIA Exemption Request

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Sharon,

Just confirming on behalf of Fruitland Park that the subject has been approved for the TIA exemption.

Respectfully,


Sharon Williams
Administrative Manager
COMMUNITY DEVELOPMENT DEPARTMENT



1 BUILDING TYPE I - FRONT ELEVATION
SCALE: 1/16" = 1'-0"



2 BUILDING TYPE I - LEFT END FRONT ELEVATION
SCALE: 1/8" = 1'-0"



3 BUILDING TYPE I - RIGHT END FRONT ELEVATION
SCALE: 1/8" = 1'-0"

REVISIONS	
PERMIT SET	XX-XX-XX

SP

.....

SLOCUM PLATTS

ARCHITECTS, P.A.

RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATTS AR 13262

670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751

TEL (407)645-3019 FAX (407)645-2771

WWW.SLOCUMPLATTS.COM

FRONT ELEVATION

WATERVIEW®
LAKE GENEVA

STATE

CITY/COUNTY

DRAWN	SPA
CHECKED	WTBjr
DATE	05-11-2023
SCALE	AS NOTED
JOB NO.	23-002
SHEET	A6.1



1 BUILDING TYPE I - RIGHT ELEVATION
SCALE: 1/16" = 1'-0"




1 BUILDING TYPE I - REAR ELEVATION
SCALE: 1/16" = 1'-0"



1 BUILDING TYPE I - LEFT ELEVATION
SCALE: 1/16" = 1'-0"

REVISIONS	
PERMIT SET	XX-XX-XX



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WWW.SLOCUMPLATTS.COM

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RIGHT - REAR - LEFT ELEVATIONS	STATE
WATERVIEW @ LAKE GENEVA	CITY/COUNTY

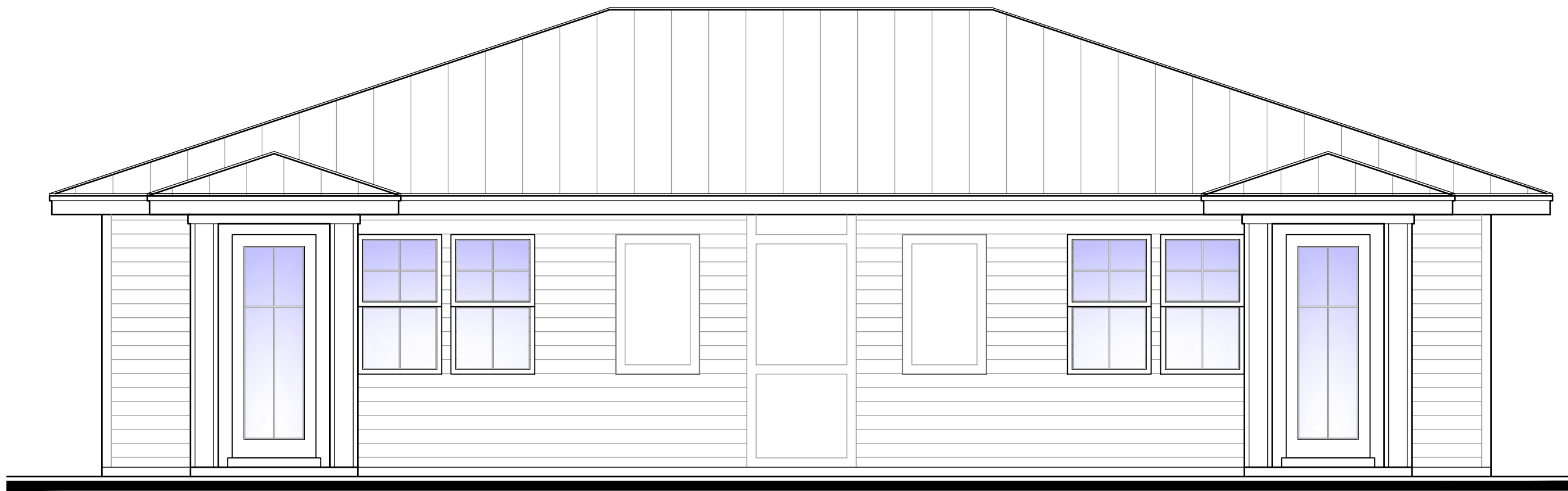
DRAWN SPA
CHECKED WTBjr
DATE 05-11-2023
SCALE AS NOTED
JOB NO. 23-002
SHEET A6.2



1 VILLA TYPE A - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 VILLA TYPE A - RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



3 VILLA TYPE A - REAR ELEVATION
SCALE: 1/4" = 1'-0"



4 VILLA TYPE A - LEFT ELEVATION
SCALE: 1/4" = 1'-0"

REVISIONS	
PERMIT SET	XX-XX-XX

SLOCUM PLATTS
ARCHITECTS, P.A.

RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATTS AR 13262
670 NORTH ORLANDO AVENUE, SUITE 100, WATLAND, FL 32751
TEL: 407-277-1271 WWW.SLOCUMPLATTS.COM

VILLA ELEVATIONS - TYPE A

WATERVIEW
LAKE GENEVA

CITY/COUNTY

STATE

DRAWN
9PA

CHECKED
WTB Jr

DATE
05-17-2023

SCALE
AS NOTED

JOB NO.
23-002

SHEET

A6.3



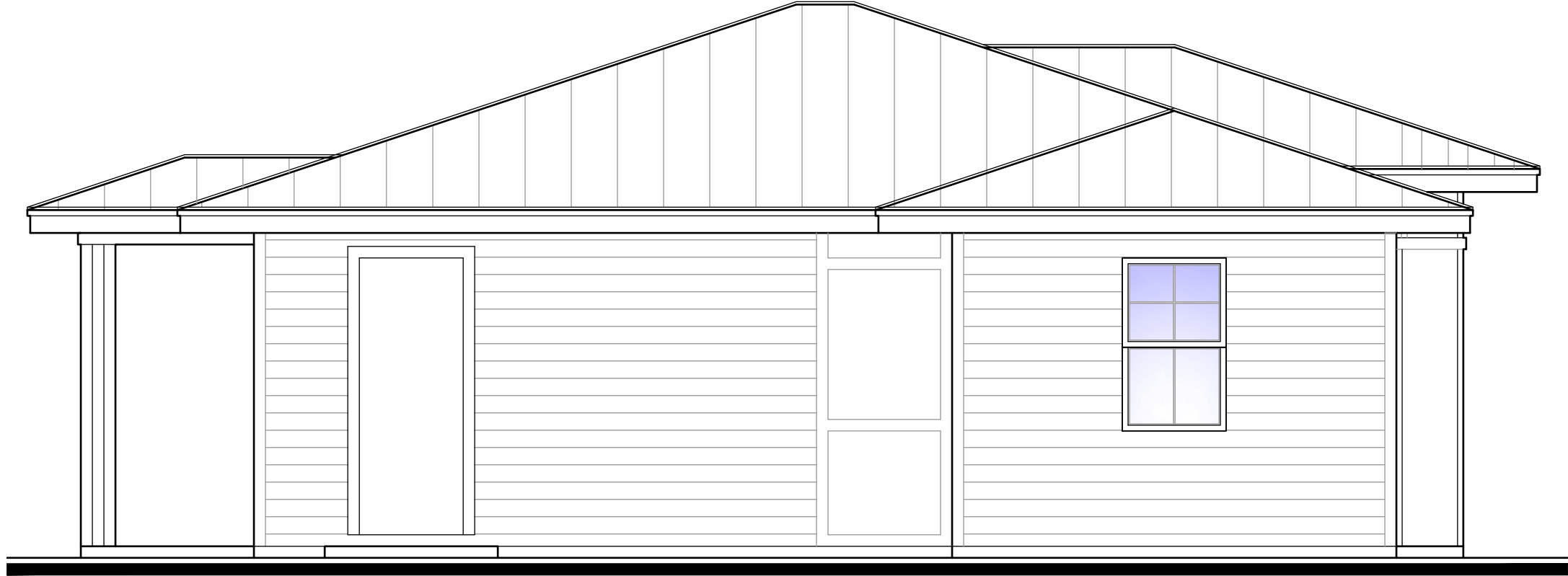
1 VILLA TYPE B - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 VILLA TYPE B - RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



3 VILLA TYPE B - REAR ELEVATION
SCALE: 1/4" = 1'-0"

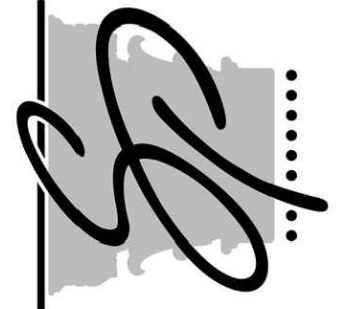


4 VILLA TYPE B - LEFT ELEVATION
SCALE: 1/4" = 1'-0"

REVISIONS	
PERMIT SET	XX-XX-XX

SLOCUM PLATTS
ARCHITECTS, P.A.

RANDALL J. SLOCUM ARCH 13350 WILLIAM P. PLATTS AR 13262
670 NORTH ORLANDO AVENUE, SUITE 1001 WATLAND, FL 32751
TEL: (407) 422-7771 WWW.SLOCUMPLATTS.COM



VILLA ELEVATIONS - TYPE B

WATERVIEW
LAKE GENEVA

CITY/COUNTY STATE

DRAWN	9PA
CHECKED	WTBJr
DATE	05-17-2023
SCALE	AS NOTED
JOB NO.	23-002
SHEET	

A6.4