



506 WEST BERCKMAN STREET  
FRUITLAND PARK, FL 34731

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

<b>Board Members:</b> City Manager Gary La Venia, Chairman City Engineer Duane Booth City Land Planner Greg Beliveau Jeff Gerling, Building Official Judd Wright, Fire Inspector Tracy Kelley, CDD	<b>Board Members:</b> Interim Chief Eric Luce, Police Department, Vice Chair Chief Donald Gilpin, Fire Department Dale Bogle, Public Works Director Lori Davis, Code Enforcement
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**AGENDA**  
**TECHNICAL REVIEW COMMITTEE**  
**MARCH 5, 2019**  
**10:00AM**

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- I. MEETING CALLED TO ORDER:**
- II. MEMBERS PRESENT:**
- III. MINUTES FROM PREVIOUS MEETING:** Approve meeting minutes from February 5, 2019
- IV. OLD BUSINESS: NONE**
- V. NEW BUSINESS:**
  - A. Mirror Lake Village

Eric Marks submitted a PUD Amendment Application on behalf of Avex Mirror Lake, LLC and Fruitland Park, LLC. Applicant requests an amendment to the existing PUD known as Mirror Lake Village. Applicant requests the maximum impervious surface ratio be increased to 50% as well as the front setback be reduced to 20 feet.

**MEMBERS' COMMENTS:**

**ADJOURNMENT:**



506 WEST BERCKMAN STREET  
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727  
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<b>Board Members:</b> City Manager Gary La Venia, Chairman City Engineer BESH City Land Planner Greg Beliveau Jeff Gerling, Building Official Judd Wright, Fire Inspector Tracy Kelley, CDD	<b>Board Members:</b> Interim Chief Eric Luce, Police Department, Vice Chair Chief Donald Gilpin, Fire Department Dale Bogle, Public Works Director Lori Davis, Code Enforcement
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**AGENDA**  
**TECHNICAL REVIEW COMMITTEE**  
**FEBRUARY 5, 2019**  
**10:00AM**

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- I. MEETING CALLED TO ORDER:** Meeting called to order 10:06 A.M.
- II. MEMBERS PRESENT:** Board members present with the exception of Fire Inspector Judd Wright, Lori Davis, Code Enforcement Officer and Public Works Director Dale Bogle. Lieutenant Steve Ogden in attendance on behalf of Fire Chief Donald Gilpin.
- III. MINUTES FROM PREVIOUS MEETING:** Motion to approve meeting minutes from October 2, 2018 by City Engineer Brett Tobias. Second by City Land Planner Greg Beliveau. Approved.
- IV. OLD BUSINESS: NONE**
- V. NEW BUSINESS:**
- A. IC International Carwash
- Wicks Engineering submitted a revised Site Plan on behalf of registered property owner. FDOT has denied the northern right in/right out driveway entrance off US Hwy 27/441; the site and landscape plans have been revised showing the removal of the northern driveway. Lake County Public Works is no longer requiring sidewalk construction along project adjacent to CR 25/S Dixie Ave.

CDD Kelley introduced Project Manager Rick Hartenstein with Wicks Engineering present to represent applicant. Project Manager Hartenstein gave introduction to submitted plan revision to include FDOT driveway denial and removal of denied entrance/exit. City Engineer Tobias questioned the functionality of traffic flow. Project Manager Hartenstein responded clients would go through the line and through the carwash and go through the line again to loop around. City Land Planner Beliveau mentioned the traffic flow is one way and would restrict the customers from exiting the site. Project Manager Hartenstein plans to revise. City Engineer Tobias questioned emergency access as the route is not accessible for fire engines. Project Manager Hartenstein proposed making one of the lanes two way. Fire Lt. Ogden questioned a second means of egress off of Dixie. CDD Kelley proposed a north to south design on site rather than the east to west design to better fit the site on the lot and improve the width of the aisles. Engineer Seth Lynch, Lake County Public Works, stated shared driveway access off of Dixie Ave is existing. Engineer Tobias responded though both driveways exist there is still only one access point into the carwash itself where both roads meet and emergency services need two points of access. CDD Kelley proposed opening up the barricade to provide another access point. Engineer Tobias proposed moving parking

against the pond while changing the drive aisle width. Engineer Tobias pointed out the auto-cad simulation shows the fire truck is on the grass and does not fit. Another formal TRC meeting is recommended but informal TRC will suffice. Engineer Tobias stated any increased impervious surface ratio will be required to comply with the stormwater permit.

B. Leesburg Fruit Company, Inc. /Rufus M. Holloway, Trustee /Holloway Properties, Inc.

Wicks Engineering submitted a Rezoning Application on behalf of registered property owner. The proposed rezoning is requesting to allow Mixed Community Planned Unit Development as shown on the concept plan for the project.

Property Owner Dr. Rufus Holloway introduced himself and spoke on family history in the area. Project Engineer Ted Wicks introduced the application as a mixed community PUD with a density of six (6) units per acre and an allowable land area of 65% to apply that density. Within the mixed community the applicant proposes to use all three (3) uses of neighborhood commercial, residential professional as well as residential use. The applicants plan on a direct connection to Martin Luther King Blvd. for access to the east, utilizing Urick Street for access to the north, and utilizing CR 468 for access to the west. Wicks Engineering is working with the City of Leesburg regarding access to the south of the property. Wicks Engineering is in the process of producing a traffic study and will provide it in the response to TRC comments. The site elevation is 150' to 160' and sewer is available to the site. Wicks Engineering would like to discuss the on-site well for future consideration for the city as the St. John's permit allows the use up to 149 million gallons per year. Lake County Engineer Lynch referred to a Visionary Map produced by Lake County projecting a connector road going through the property. Engineer Lynch also made applicant aware the entrance on Urick St is to line up with Wilder St and Mont Clair Rd needs to be formally vacated. Property owner Dr. Holloway responded he is not in favor of the connector road and he believes the vacation process has been taken care of and will submit documentation.

C. The Glen Final Plat Phases 11-13

Springstead Engineering submitted a Final Plat Application on behalf of registered property owner. The application is for Final Plat approval for The Glen Phases 11-13.

CDD Kelley introduced The Glen Phases 11-13 Final Plat Application. Project Engineer David Springstead, Springstead Engineering in attendance. Subject application will conclude the final phases of The Glen approved subdivision. City engineer, BESH reviewed Final Plat application with Chapter 157 Fruitland Park Land Development Regulations and issued standard checklist with comments. All permits secured other than the Floodplain Permit. Construction plans previously approved in 2006. Engineer Springstead questioned if improvements must be completed prior to plat. Engineer Tobias responded improvements can happen concurrently. Engineer Tobias stated if a bond is requested the application will not be moved to City Council until it has been signed off. The City is awaiting City Attorney comments and will forward to applicant and City Engineer accordingly.

**MEMBERS' COMMENTS:** No additional comments.

**ADJOURNMENT:** Meeting adjourned at 11:18 A.M.



**City of Fruitland Park, Florida**  
**Community Development Department**  
 506 W. Berckman St., Fruitland Park, Florida 34731  
 Tel: (352) 360-6727 Fax: (352) 360-6652  
 www.fruitlandpark.org

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

## Development Application

**Contact Information:**

Owner Name: Avex Mirror Lakes, LLC  
 Address: 28 East Washington Street, Orlando, FL 32801  
 Phone: 407-930-5800 Email: ericm@avexhomes.com

Applicant Name: Same  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Engineer Name: Keith Riddle @ Riddle Newman Engineering, Inc.  
 Address: 115 North Canal Street, Leesburg, FL 34748  
 Phone: 352-787-7482 Email: keith@riddlenewman.com

**Property and Project Information:**

**PROJECT NAME\*:** Mirror Lake Village

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

Property Address: 119 Urick St Fruitland Park, FL 34731

Parcel Number(s): \_\_\_\_\_ Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range \_\_\_\_\_

Area of Property: \_\_\_\_\_ Nearest Intersection: Urick Street and Thomas Avenue

Existing Zoning: MPUD Existing Future Land Use Designation: Single Family Medium Density

Proposed Zoning: MPUD Proposed Future Land Use Designation: Single Family Medium Density

The property is presently used for: Single Family Residential Development

The property is proposed to be used for: Same

Do you currently have City Utilities? Yes

**Application Type:**

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Annexation      | <input type="checkbox"/> Comp Plan Amendment   | <input type="checkbox"/> Rezoning               | <input checked="" type="checkbox"/> Planned Development |
| <input type="checkbox"/> Variance        | <input type="checkbox"/> Special Exception Use | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Final Plat                     |
| <input type="checkbox"/> Minor Lot Split | <input type="checkbox"/> Preliminary Plan      | <input type="checkbox"/> Construction Plan      | <input type="checkbox"/> ROW/Plat Vacate                |
| <input type="checkbox"/> Site Plan       | <input type="checkbox"/> Minor Site Plan       | <input type="checkbox"/> Replat of Subdivision  |   |

Please describe your request in detail: See attached.

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

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

Signature: \_\_\_\_\_ Date: 10/22/18

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must have written authorization from the owner to submit application.

# Development Application Checklist

## The Following are Required for ALL Development Applications:

- Legal Description (Word file req'd)     Current Deed     Aerial Photo  
 Property Appraiser Information     Electronic Copy of Application     Location Map

Pre-application conferences are strongly encouraged. Submit TWO CDs with ALL documents in pdf; those that are generated as CAD files should be submitted in pdf and dwg formats. Legal Descriptions should also come with a MS Word file of the legal description. Most maps are accessible through [www.lakecountyfl.gov/maps/](http://www.lakecountyfl.gov/maps/). Note: All maps are required to depict adjacent properties at a minimum.

**Failure to provide adequate maps may delay the application process.**

## Other Required Analyses and Maps:

### Small Scale Comprehensive Plan Amendment Applications:

- Justification for Amendment     Environmental Constraints Map     Requested FLU Map

### Large Scale Comprehensive Plan Amendment Applications:

Maps:     Environmental Constraints     Soils     Requested FLUM Designation     Requested Zoning Map Designation

Analyses:     Environmental Assessment     Utility Availability Analysis     Urban Sprawl Analysis     School Impact Analysis  
 Traffic Impact Analysis     Consistency with the Comp Plan     Florida Master Site File sign-off or Archaeological Survey

Rezoning Applications:     Requested Zoning Map     Justification for Rezoning

### Planned Development Applications:

Maps/Plans:     Conceptual Plan as Described in LDRs Chapter 154, Section 154.030,10,G     Environmental Constraints

Analyses:     Environmental Assessment     Traffic Impact Analysis     Preliminary Concurrency Analysis

Variance Applications:     Justification for Variance

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

Conditional Use Permit Applications:     Proposed List of Conditions and Safeguards  
 Site Plan as Described in LDRs, Chapter 155     Written Statement as Described in LDRs, Chapter 155

Subdivision Applications:     As Described in LDRs, Chapter 157  
(Preliminary Plan, Improvement Plan and Final Plat)

Minor Subdivision Applications:     As Described in LDRs, Chapter 157

Site Plan Applications:     As Described in LDRs, Chapter 160

OWNER'S AFFIDAVIT

STATE OF FLORIDA


COUNTY OF LAKE

Before me the undersigned authority, personally appeared Eric Marks as Manager of Avex Mirror Lake, LLC

\_\_\_\_\_, who being by me first duly sworn on oath deposes and says:

- 1) That he/she is the fee-simple owner of the property legally described on attached page of this application.
- 2) That he/she desires Riddle Newman Engineering, Inc. to allow to submit applications, documents,  
and other matters related to the Application submitted by Avex Mirror Lake, LLC to amend the Mirror Lake Village PUD.

- 3) That he/she has appointed Keith Riddle - Riddle Newman Engineering, Inc. to act as agent on his/her behalf to accomplish the above. The owner is required to complete the Applicant's Affidavit of this application if no agent is appointed to act on his/her behalf.

  
 \_\_\_\_\_  
 Affiant (Owner's Signature)

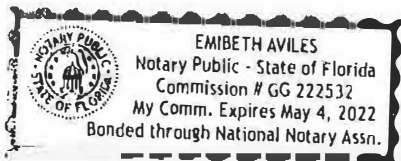
State of Florida

County of Orange

The Foregoing instrument was acknowledged before me this 24<sup>th</sup> day of Jan, 20 19,  
 by Eric Marks who is personally known to me or has produced  
 \_\_\_\_\_ as identification and who did or did not take an oath  
 (Notary Seal)

Notary Public - State of Florida  
 Commission No GG 222532  
 My Commission Expires May 4, 2022

  
 \_\_\_\_\_  
 Signature  
Emibeth Aviles  
 Printed Name



APPLICANT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me the undersigned authority, personally appeared Eric Marks, as Manager of Avex Mirror Lake, LLC, who being by me first duly sworn on oath deposes and says:

- 1) That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Fruitland Park, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further that this application and attachments shall become part of the Official Records of the City of Fruitland Park, Florida, and are not returnable.
- 2) That the submittal requirements for the application have been completed and attached hereto as part of that application.
- 3) That he/she desires Keith Riddle - Riddle Newman Engineering to allow to submit applications, documents, and other matters related to the Application submitted by Avex Mirror Lake, LLC to amend the Mirror Lake Village PUD.

*[Handwritten Signature]*

Affiant (Applicant's Signature)

State of Florida  
County of \_\_\_\_\_

The Foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Eric Marks, as Manager of Avex Mirror Lake, LLC who is personally known to me or has produced \_\_\_\_\_ as identification and who did or did not take an oath

(Notary Seal)

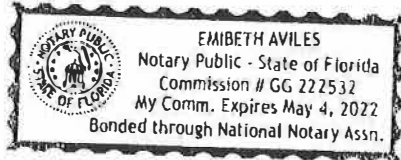
Notary Public - State of Florida  
Commission No \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

*[Handwritten Signature]*

Signature

Emibeth Aviles

Printed Name



APPLICANT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me the undersigned authority, personally appeared Keith Riddle

\_\_\_\_\_, who being by me first duly sworn on oath deposes and says:

- 1) That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Fruitland Park, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further that this application and attachments shall become part of the Official Records of the City of Fruitland Park, Florida, and are not returnable.
- 2) That the submittal requirements for the application have been completed and attached hereto as part of that application.
- 3) That he/she desires Riddle Newman Engineering to allow to submit applications, documents, and other matters related to the Application submitted by Avex Mirror Lake, LLC to amend the Mirror Lake Village PUD.

[Signature]  
Affiant (Applicant's Signature)

State of Florida  
County of LAKE

The Foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 20 19,  
by Keith Riddle who is (personally known) to me or has produced  
\_\_\_\_\_ as identification and who did or did not take an oath

(Notary Seal)



Notary Public - State of Florida  
Commission No GG022067  
My Commission Expires 11/19/2020

[Signature]  
Signature  
NANCY L. AULT  
Printed Name



OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me the undersigned authority, personally appeared Fruitland Park, LLC Manager, Mary L. Demetree

\_\_\_\_\_, who being by me first duly sworn on oath deposes and says:

- 1) That he/she is the fee-simple owner of the property legally described on attached page of this application.
- 2) That he/she desires Eric Marks, Avex Homes, LLC to allow to submit applications, documents, and other matters related to the Application submitted by Avex Mirror Lake, LLC to amend the Mirror Lake Village PUD.

- 3) That he/she has appointed Eric Marks, Avex Homes, LLC to act as agent on his/her behalf to accomplish the above. The owner is required to complete the Applicant's Affidavit of this application if no agent is appointed to act on his/her behalf.

*Mary L. Demetree*  
\_\_\_\_\_  
Affiant (Owner's Signature)

State of Florida

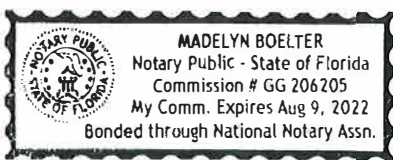
County of Orange

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of Feb, 2019, by Mary L. Demetree who is personally known to me or has produced N/A as identification and who did or did not take an oath

(Notary Seal)

Notary Public - State of Florida  
Commission No GG 206205  
My Commission Expires 8/9/22

*Madelyn Boelter*  
\_\_\_\_\_  
Signature  
Madelyn Boelter  
Printed Name



# PROPERTY RECORD CARD

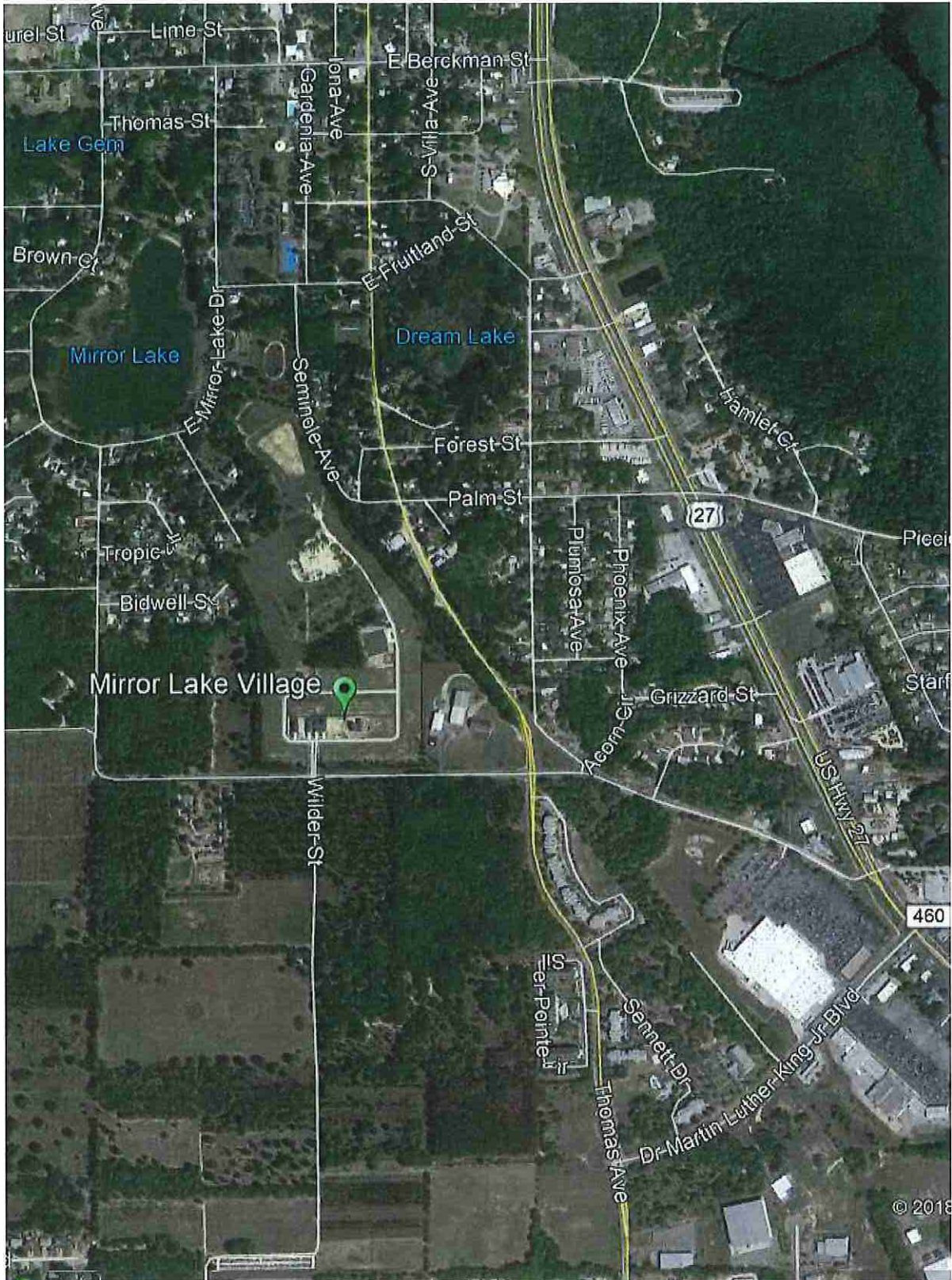
## General Information

<b>Owner Name:</b>	MIRROR LAKE VILLAGE HOA INC	<b>Alternate Key:</b>	3897103
<b>Mailing Address:</b>	941 W MORSE BLVD STE 315 WINTER PARK, FL 32789 <a href="#">Update Mailing Address</a>	<b>Parcel Number:</b>	09-19-24- 1400-00G- 00000 00F2
		<b>Millage Group and City:</b>	(FRUITLAND PARK)
		<b>Total Certified Millage Rate:</b>	17.7079
		<b>Trash/Recycling/Water/Info:</b>	<a href="#">My Public Services Map</a>
<b>Property Location:</b>	EAST MIRROR LAKE DR FRUITLAND PARK FL 34731 <a href="#">Update Property Location</a>	<b>Property Name:</b>	-- <a href="#">Submit Property Name</a> <a href="#">School Locator &amp; Bus Stop Map</a>
		<b>School Information:</b>	<a href="#">School Boundary Maps</a>
<b>Property Description:</b>	FRUITLAND PARK, MIRROR LAKE VILLAGE SUB TRACT G PB 66 PG   92-96   ORB 4724 PG 1917		

**NOTE:** This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record.

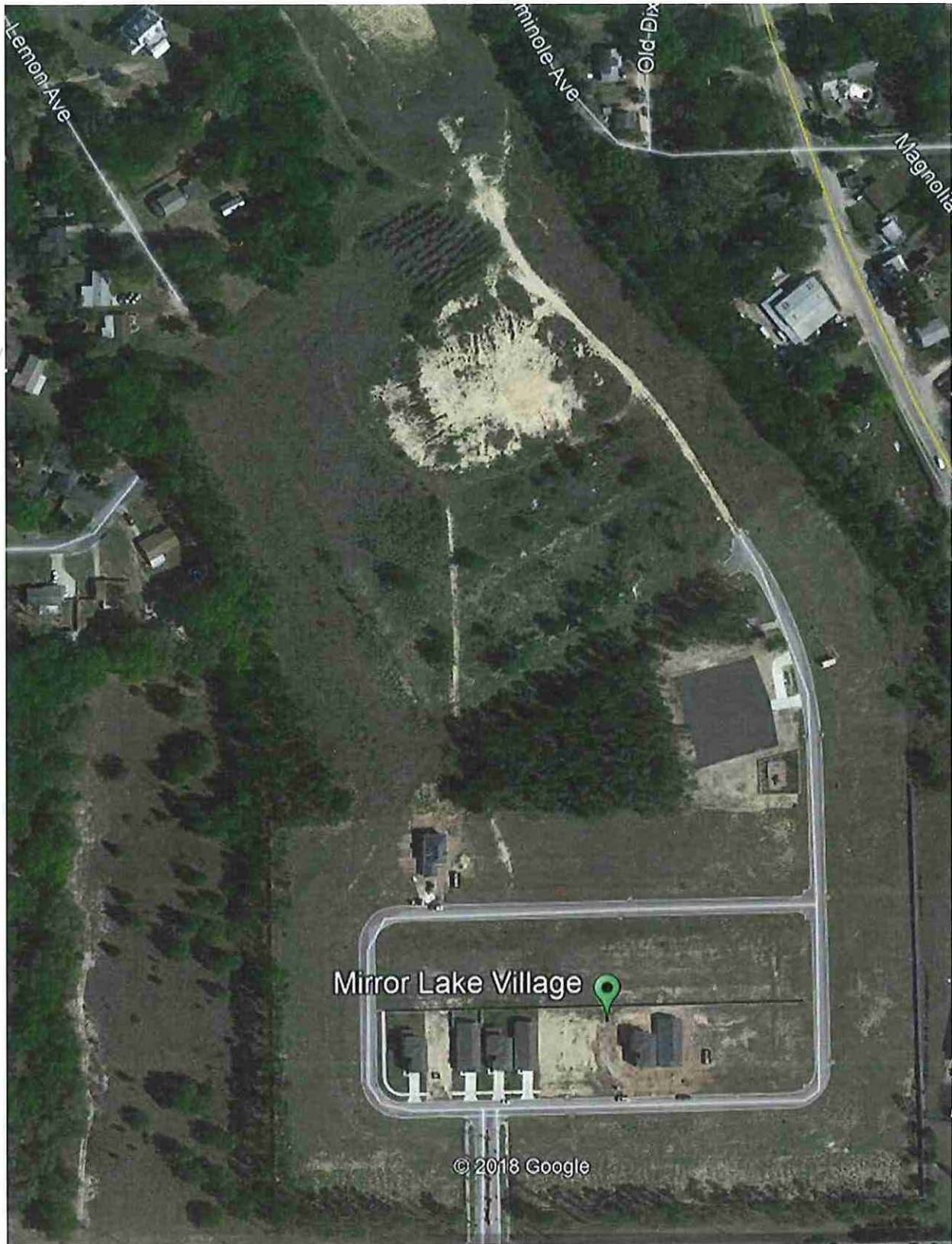
MIRROR LAKE VILLAGE

LOCATION MAP



MIRROR LAKE VILLAGE

AERIAL VIEW



ATTACHMENT TO DEVELOPMENT APPLICATION  
PUD MODIFICATION FOR MIRROR LAKE VILLAGE

Avex Mirror Lakes, LLC (the "Applicant") hereby requests an amendment to the existing PUD Ordinance governing the Mirror Lake Village Project as established in the Master Development Agreement dated January 8, 2015 between the City of Fruitland Park, Florida and Fruitland Park, LLC. (the "Development Agreement"). Specifically, the Applicant requests modification of the following provisions of the Development Agreement:

1. Section 3. Land Use/Development. The Applicant requests that the following provision be added at the end of Section 3:

"Section 154.040 of the City of Fruitland Park Development Code does not apply to the Property. In lieu thereof, the maximum impervious surface ratio for any Lot in the subdivision shall be fifty percent (50%)."

2. Section 5. Development Standards. The Applicant requests that Section 5 of the Development Agreement be modified to reduce the "Front: Local Roadways" setback to Twenty feet (20').

MIRROR LAKE PUD AMENDMENT  
LEGAL DESCRIPTION

BEING A REPLAT OF THOSE PORTIONS OF BLOCKS 39, 40, 43, AND 44; AND ALSO THOSE PORTIONS OF THE VACATED RIGHT-OF-WAYS OF WILDER STREET, LEMON AVENUE, HURST STREET, BIDWELL STREET, AND THOSE UNNAMED UNIMPROVED STREETS ACCORDING TO RESOLUTION #2006-032 OF THE CITY OF FRUITLAND PARK, FLORIDA DATED THE NINTH DAY OF NOVEMBER, 2006, RECORDED IN OFFICIAL RECORDS BOOK 03325, PAGES 0233 THROUGH 0237, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA LYING SOUTHWESTERLY OF THE RIGHT-OF-WAY OF THE ATLANTIC COASTLINE RAILROAD AND NORTH OF THE RIGHT-OF-WAY OF URICK STREET AS SHOWN ON THE PLAN AND MAP OF FRUITLAND PARK, ACCORDING TO THE PLATS THEREOF, RECORDED IN PLAT BOOK 3, PAGES 8 AND 9, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 9, RUN THENCE SOUTH 89°19'20" EAST (BEARINGS RELATED TO THE FLORIDA GRID SYSTEM EAST ZONE) 1344.95 FEET ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 9 TO A 4 INCH ROUND CONCRETE MONUMENT, LOCATED ON THE EAST BOUNDARY OF THE 60.00 FOOT WIDE WILDER STREET; THENCE NORTH 00°52'50" EAST 1024.25 FEET ALONG THE EAST BOUNDARY OF SAID WILDER STREET TO A 4 INCH ROUND CONCRETE MONUMENT LOCATED ON THE NORTH BOUNDARY OF THE 50.00 FOOT WIDE URICK STREET, SAID MONUMENT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN THENCE NORTH 89°20'46" WEST 60.00 FEET ALONG THE NORTH BOUNDARY OF SAID URICK STREET TO A 4 INCH ROUND CONCRETE MONUMENT LOCATED ON THE WEST BOUNDARY OF SAID WILDER STREET; THENCE CONTINUE NORTH 89°02'06" WEST 290.72 FEET ALONG THE NORTH BOUNDARY OF SAID URICK STREET TO A 4 INCH ROUND CONCRETE MONUMENT LOCATED AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 43 OF SAID PLAN OF FRUITLAND PARK; DEPARTING THE NORTH BOUNDARY OF SAID URICK STREET, RUN THENCE NORTH 00°55'32" EAST 632.72 FEET ALONG THE WEST BOUNDARY OF SAID LOT 8, BLOCK 43 TO A 4 INCH SQUARE CONCRETE MONUMENT LOCATED ON THE SOUTH BOUNDARY OF HURST STREET; THENCE SOUTH 89°32'30" EAST 125.56 FEET ALONG THE SOUTH BOUNDARY OF SAID HURST STREET TO AN IRON MARKER; DEPARTING THE SOUTH BOUNDARY OF SAID HURST STREET, RUN THENCE NORTH 2°23'19" WEST 801.04 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715; THENCE NORTH 88°46'28" EAST 158.41 FEET TO A 4" SQUARE CONCRETE MONUMENT MARKED PRM #3715 ON THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY BOUNDARY OF THE 60.00 FOOT WIDE LEMON AVENUE; THENCE NORTH 2°18'54" WEST 4.07 FEET ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY BOUNDARY OF THE 60.00 FOOT WIDE LEMON AVENUE TO A 4 INCH ROUND CONCRETE MONUMENT LOCATED ON THE SOUTHERLY TERMINUS OF SAID LEMON AVENUE; THENCE NORTH 53°12'15" EAST 60.51 FEET ALONG THE SOUTHERLY TERMINUS OF LEMON AVENUE TO A 4 INCH ROUND CONCRETE MONUMENT LOCATED ON THE NORTHEASTERLY BOUNDARY OF SAID LEMON AVENUE; DEPARTING SAID NORTHEASTERLY BOUNDARY OF LEMON AVENUE, RUN THENCE NORTH 53°04'36" EAST 206.19 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 31°35'16" WEST 207.81 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715; THENCE NORTH 60°40'50" EAST 103.80 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715; THENCE NORTH 44°11'03" WEST 582.93 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE 60.00 FOOT WIDE EAST MIRROR LAKE DRIVE; FROM SAID POINT, DEPARTING SAID BOUNDARY, CONTINUE NORTH 44°11'03" WEST 60.55 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID EAST MIRROR LAKE DRIVE, FROM SAID POINT, DEPARTING SAID BOUNDARY, CONTINUE NORTH 44°11'03" WEST 525.17 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTHERLY BOUNDARY OF THE 40.00 FOOT WIDE DESOTO AVENUE; THENCE SOUTH 67°57'59" EAST 476.45 FEET ALONG THE SOUTHERLY BOUNDARY OF THE 40.00 FOOT WIDE DESOTO AVENUE AND ITS WESTERLY EXTENSION TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID EAST MIRROR LAKE DRIVE, FROM SAID POINT, DEPARTING SAID BOUNDARY, CONTINUE SOUTH 67°57'59" EAST 60.39 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY BOUNDARY OF SAID DESOTO AVENUE TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF SAID EAST MIRROR LAKE DRIVE; FROM SAID POINT, DEPARTING SAID BOUNDARY, CONTINUE SOUTH 67°57'59" EAST 522.81 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID DESOTO AVENUE TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715 ON THE SOUTHWESTERLY BOUNDARY OF THE ATLANTIC COASTLINE RAILROAD, SAID MONUMENT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1936.45 FEET TO WHICH A RADIAL LINE BEARS SOUTH 76°33'07" WEST; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RAILROAD THROUGH A CENTRAL ANGLE OF 17°11'41" AN ARC DISTANCE OF 581.14 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 9; FROM SAID POINT, RUN THENCE SOUTH 89°07'17" EAST 8.80 FEET ALONG THE EAST-WEST MID-SECTION LINE AND SAID RAILROAD RIGHT-OF-WAY TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715 ON THE SOUTHWESTERLY BOUNDARY OF SAID RAILROAD, SAID MONUMENT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1928.95 FEET TO WHICH A RADIAL LINE BEARS SOUTH 59°13'13" WEST; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RAILROAD THROUGH A CENTRAL ANGLE OF 05°43'59" AN ARC DISTANCE OF 193.02 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AT THE POINT OF TANGENCY; THENCE SOUTH 36°32'08" EAST 1020.21 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RAILROAD TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715 LOCATED ON THE CENTERLINE OF SAID VACATED HURST STREET; DEPARTING SAID RAILROAD BOUNDARY, RUN THENCE NORTH 88°54'41" WEST 216.10 FEET ALONG SAID CENTERLINE TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715 ON THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF LOT 6, BLOCK 44 OF SAID PLAN OF FRUITLAND PARK, DEPARTING SAID CENTERLINE, RUN THENCE SOUTH 00°46'21" WEST 668.06 FEET ALONG THE WEST BOUNDARY OF SAID LOT 6 AND THE NORTHERLY EXTENSION THEREOF TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715 ON THE NORTH BOUNDARY OF URICK STREET, FROM SAID MONUMENT, RUN THENCE NORTH 89°02'49" WEST 626.47 FEET ALONG THE NORTH BOUNDARY OF URICK STREET TO THE POINT OF BEGINNING. LESS THE MONUMENTED 60.00 FOOT WIDE RIGHT-OF-WAY OF EAST MIRROR LAKE DRIVE LYING 30.00 FEET EACH SIDE OF THE CENTERLINE OF EXISTING PAVEMENT. SUBJECT TO A BLANKET UTILITY EASEMENT OVER THE VACATED PORTIONS OF THE ABOVE MENTIONED STREETS FOR UTILITY PURPOSES ACCORDING TO RESOLUTION #2006-032.

THIS DOCUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

RETURN

Randolph J. Rush, Esquire  
Underweede, Haines, Ward  
& Woodman, P.A.  
Post Office Box 880  
Winter Park, Florida 32790

Parcel ID 0919240400-000-00002  
0919240400-043-00100  
0919240400-043-00800

## SPECIAL WARRANTY DEED

**THIS INDENTURE**, made effective the 31st day of December, 2015, between **FRUITLAND PARK, LLC, a Florida limited liability company**, whose address is 941 W. Morse Boulevard, Suite 315, Winter Park, Florida 32789 ("Grantor"), and **AVEX MIRROR LAKE, LLC, a Florida limited liability company**, whose address is 28 E. Washington Street, Orlando, Florida 32801 ("Grantee"):

### WITNESSETH:

**GRANTOR**, for and in consideration of the sum of \$10.00 and other valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, conveyed, and sold to the said Grantee, and Grantee's successors and assigns forever, land, situate, lying and being in Lake County, Florida, being more particularly described as:

Lots 1 through 90, MIRROR LAKE VILLAGE, according to the Plat thereof, as recorded in Plat Book 66, Pages 92 through 96, Public Records of Lake County, Florida.

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

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**GRANTOR HEREBY** covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good, right and lawful authority to sell and convey said land; and that Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under the said Grantor. This conveyance is subject to taxes for the year 2016 and thereafter, and easements, reservations and restrictions of record, but this reference shall not act to reimpose the same.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

FRUITLAND PARK, LLC, a Florida limited liability company

Eric S Peisner  
Print Name: Eric S Peisner

By: Mary L Demetree  
Mary L. Demetree, Manager

Madelyn Boelter  
Print Name: Madelyn Boelter

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was sworn to, subscribed and acknowledged before me this 30<sup>th</sup> day of December, 2015, by MARY L. DEMETREE, as Manager of FRUITLAND PARK, LLC, a Florida limited liability company, on behalf of the company, []who is personally known to me or []who has produced N/A as identification.



Madelyn Boelter  
Notary Public  
My Commission Expires: 8/9/18



February 25, 2019

**VIA EMAIL AND HAND DELIVERY**

City of Fruitland Park  
Attn: Mr. Gary La Venia, City Manager  
506 W. Breckman Street  
Fruitland Park, FL 34731

Re: Mirror Lake Village Phase 2

Dear Mr. La Venia,

Fruitland Park, LLC is the owner of Phase 2 of the Mirror Lake Village PUD (the "Project") and several lots in Phase 1. The storm water ponds for the project were originally designed under St. Johns River Water Management District Storm Water Permit No. 40-069-100697-3 in or around August, 2005 (the "Original Permit"). The Original Permit was modified by application dated October 25, 2013 (the "Permit Modification"). The Original Permit, as modified by the Permit Modification (the "Storm Water Permit") authorizes 6.1 acres of impervious surface on all lots in the Project.

Fruitland Park, LLC hereby agrees not to develop any improvements (vertical or horizontal) on Phase 2 of the Project until such time as the St. Johns Water Management District issues a permit for Phase 2 which authorizes sufficient capacity to accommodate development of Phase 2 in accordance with the approved PUD (as modified). We further agree that by authorizing development of Phase 1 at a 50% impervious surface ratio, 216,000 square feet (approximately 4.96 acres) of the allocated 6.1 acres of permitted impervious surface area will be allocated to Phase 1. Finally, Fruitland Park, LLC hereby agrees to a modification of the pending PUD Amendment application to incorporate the foregoing restriction into the PUD.

We appreciate your efforts to resolve these issues and look forward to working with you bring these matters to a mutually beneficial conclusion.

Sincerely,

Fruitland Park, LLC



Mary Demetree, Manager

STATE OF FLORIDA

COUNTY OF ORANGE

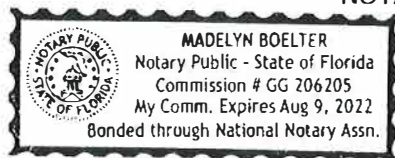
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2019, by Mary Demetree, as Manager of Fruitland Park, LLC, who is personally known by me.




NOTARY PUBLIC, State of Florida

My Commission Expires:

CC: Eric Marks, (via email)



ORDINANCE 2014-024

CERTIFY TRUE COPY  
BY   
CITY CLERK  
DATE 1/21/15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 42.26 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF URICK STREET AND WEST OF SEMINOLE BOULEVARD FROM SINGLE FAMILY MEDIUM DENSITY (R-2) TO THE DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Eris S. Peisner, as applicant on behalf of Fruitland Park LLC as owner, requesting that real property within the City of Fruitland Park be rezoned from Single-Family Medium Density (R-2) to Planned Unit Development-Residential within the city limits of Fruitland Park; and

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

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

NOW, THEREFORE, be it ordained by the City Commission of the City of Fruitland Park, Florida:

Section 1. The above-referenced property, more particularly described on Exhibit "A," attached hereto and incorporated herein by reference, consisting of approximately 42.26 ± acres generally located north of Urick Street and west of Seminole Boulevard is hereby rezoned from R-2 (Single Family Medium Density) to Planned Unit Development - Residential within the City of Fruitland Park. Such zoning designation shall be subject to and conditioned upon the terms of a Master Development Agreement attached as Exhibit "B" and incorporated herein by reference.

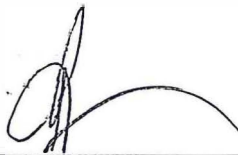
Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County Florida, and the Secretary of State of the State of Florida within seven days after its passage on second and final reading.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

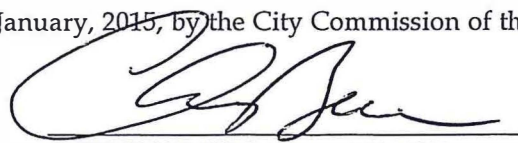
Section 4. This Ordinance shall become effective immediately upon passage.

PASSED AND ORDAINED this 8<sup>th</sup> day of January, 2015, by the City Commission of the City of Fruitland Park, Florida.

ATTEST:



ESTHER COULSON,  
CITY CLERK

  
CHRISTOPHER J. BELL, MAYOR

**CERTIFY TRUE COPY**  
BY. [Signature]  
CITY CLERK  
DATE 1/8/15

Vice Mayor Cheshire	<u>/</u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Gunther	<u>/</u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Lewis	<u>/</u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Ranize	<u>/</u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Mayor Bell	<u>/</u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Passed First Reading November 20, 2014  
Passed Second Reading January 8, 2015

Approved as to form:

[Signature]  
\_\_\_\_\_  
Scott A. Gerken, City Attorney

## MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the 8th day of January, 2015, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and Fruitland Park, LLC, a Florida limited liability company (hereinafter referred to as the "Owner").

### RECITALS

1. The Owner desires to rezone approximately 42.26 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 "Single-Family Medium Density" (R-2) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Single Family Medium Density."
3. Owner has filed applications for rezoning for the Property as a residential planned unit development.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

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

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

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

the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

**Section 3. Land Use/Development.** Development of the Property shall be substantially consistent with the "Conceptual Site Plan – Mirror Lake Village" prepared by Riddle-Newman Engineering, Inc., dated October 30, 2014 and attached as Exhibit "B" (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

**Section 4. Density.** The maximum density shall not exceed 166 units.

**Section 5. Development Standards.** City and Owner agree that building setbacks shall be as follows:

- A. Front: Local Roadways - Thirty feet (30')\*
- B. Side: Five feet (5')
- C. Rear: Twenty feet (20')
- D. Rear: From Mirror Lake – Fifty feet (50')

\*Notwithstanding the foregoing, corner lots facing roadways on two sides shall be subject to a thirty (30) foot setback along the roadway designated as the property address and a twenty (20) foot setback along the other roadway not designated as the property address.

**Section 6. Homeowners Association.** Owner shall establish a homeowners 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 7. 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.

**Section 8. Water, Wastewater, and Reuse Water.** Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City 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. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes in the areas marked for future development in the Property (i.e., Phase II). All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner shall not be obligated to construct "dry" utility lines in any areas already developed (including Phase I) within the Property.

Owner has constructed all Capital Utility Improvements as described in the Water and Wastewater Utility Agreement between the City and Owner, dated September 13, 2007, (the "Utility Agreement") and has conveyed such improvements to the City pursuant to the terms of the Agreement.

**Section 9. Impact Fees.** Owner shall be required to pay impact fees as established by City from time to time. Notwithstanding the foregoing, Owner shall pay water and wastewater impact fees at the rate of \$3,080.00 per dwelling for wastewater (sewer) and \$985.00 per dwelling for water. Owner has made the Payment (as described herein), which is the only payment for such water and wastewater impact fees due at the time of plat approval. The remaining balance due for the water and wastewater impact fees, including any amounts by which the City's water and wastewater impact fees increase over their current amounts as set forth in this Section 9, shall be paid for each lot at the time a building permit is issued for such lot. Owner may apply the credits for the Payment as set forth in the First Amendment (described below) against the foregoing water and wastewater impact fees due at permit issuance until the credits either expire on September 12, 2017 or are used up.

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.

Notwithstanding anything herein to the contrary, Owner has paid \$182,925.00 to City (the "Payment") as a prepayment of a portion of the water and wastewater impact fees for the Property. However, pursuant to the terms of the First Amendment to the Agreement dated January 29, 2009, (the "First Amendment") no water or wastewater capacity is reserved for Owner or with regard to the Property and Owner fully assumes the risk that capacity will be available. At such time as the Property is developed, Owner shall receive impact fee credits for the Payment, as set forth in Section 9 above. However, pursuant to the First Amendment, all credits not used shall expire on September 12, 2017.

**Section 10. Easements.** Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

**Section 11. Landscaping/Buffers.** Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a ten foot (10') landscape buffer consisting of four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs per one hundred feet (100') or portion thereof along the eastern, southern, and western boundaries of the Property. In lieu of a 10' landscape buffer, the Owner may install a six foot (6') high vinyl fence as reasonably approved by City. No landscape buffer shall be required adjacent to Mirror Lake; however, a 50' upland buffer from the wetland line is required. Owner shall install and maintain a twenty-four foot (24') natural upland buffer along Urick Street that meets all applicable Land Development Regulations requirements, and existing vegetation may be utilized to meet such twenty-four (24') natural upland buffer. 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 HOA.

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

**Section 12. 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 13. Other Municipal Facilities/Services.** The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other residential property owners within the City.

**Section 14. Concurrency.** The City acknowledges that the Property has satisfied current City concurrency requirements, and the Property shall be subject to further concurrency review as the Property is developed.

**Section 15. 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 16. Signage.** Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

**Section 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

**Section 25. Notice.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

<b>As to City:</b>	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
<b>Copy to:</b>	Christopher J. Bell, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone



	Scott A. Gerken, Esquire City Attorney 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone 352-357-2474 Facsimile
<b>As to Owner:</b>	Fruitland Park, LLC 1350 Orange Ave., Suite 100 Winter Park, FL 32789
<b>Copy to:</b>	Nicole Latham Carolan, Esq. Winderweedle, Haines, Ward & Woodman, P.A. 329 Park Avenue North, Second Floor Winter Park, FL 32789

**Section 26. 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 27. 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 28. Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 29. 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:

FRUITLAND PARK, LLC,  
a Florida limited liability company

Eric S Peisner  
Witness Signature

By: Mary L Demetree  
Mary L. Demetree, its Manager

Eric S Peisner  
Print Name

[Signature]  
Witness Signature

Daniel Conn  
Print Name

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5 day of January, 2015 by MARY L. DEMETREE, as Manager of FRUITLAND PARK, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Evelyn Guzman  
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: [Signature]  
\_\_\_\_\_, Mayor

Date: 8th day of January 2015

[Signature]

ATTEST: [Signature]  
\_\_\_\_\_  
City Clerk

City Attorney

This instrument prepared by:  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January by 2015, Esther Coulson, 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.



[Signature]  
\_\_\_\_\_  
Notary Public  
Notary Public - State of Florida  
Commission No EE 834921  
My Commission Expires 9-13-16

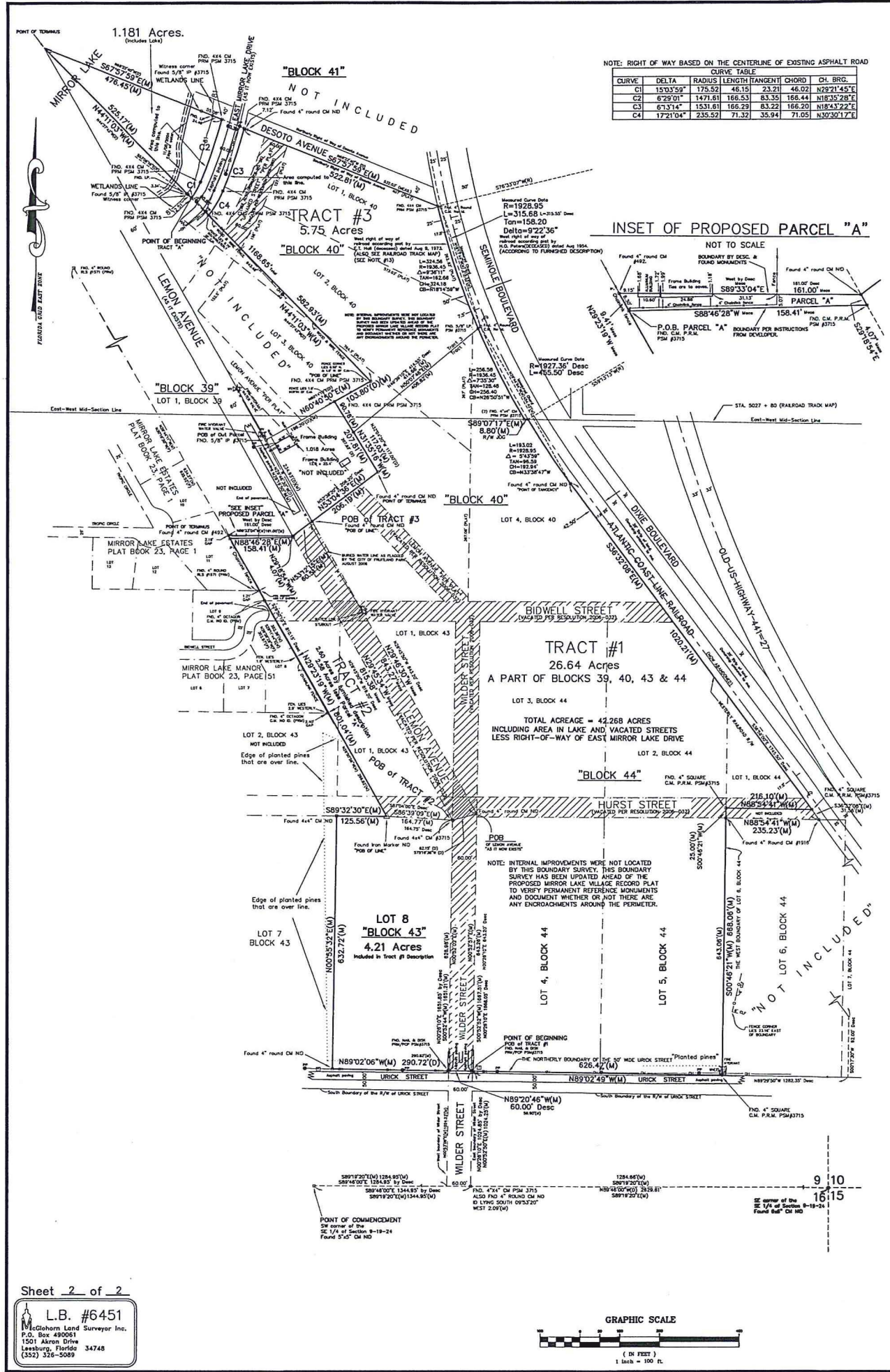
## EXHIBIT "A"

### Subject Property Legal Description

BEING A REPLAT OF THOSE PORTIONS OF BLOCKS 39, 40, 43, AND 44; AND ALSO THOSE PORTIONS OF THE VACATED RIGHT-OF-WAYS OF WILDER STREET, LEMON AVENUE, HURST STREET, BIDWELL STREET, AND THOSE UNNAMED UNIMPROVED STREETS ACCORDING TO RESOLUTION #2006-032 OF THE CITY OF FRUITLAND PARK, FLORIDA DATED THE NINTH DAY OF NOVEMBER, 2006, RECORDED IN OFFICIAL RECORDS BOOK 03325, PAGES 0233 THROUGH 0237, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA LYING SOUTHWESTERLY OF THE RIGHT-OF-WAY OF THE ATLANTIC COASTLINE RAILROAD AND NORTH OF THE RIGHT-OF-WAY OF URICK STREET AS SHOWN ON THE PLAN AND MAP OF FRUITLAND PARK, ACCORDING TO THE PLATS THEREOF, RECORDED IN PLAT BOOK 3, PAGES 8 AND 9, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 9, RUN THENCE SOUTH 89°19'20" EAST (BEARINGS RELATED TO THE FLORIDA GRID SYSTEM EAST ZONE) 1344.95 FEET ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 9 TO A 4 INCH ROUND CONCRETE MONUMENT, LOCATED ON THE EAST BOUNDARY OF THE 60.00 FOOT WIDE WILDER STREET; THENCE NORTH 00°52'50" EAST 1024.25 FEET ALONG THE EAST BOUNDARY OF SAID WILDER STREET TO A 4 INCH ROUND CONCRETE MONUMENT LOCATED ON THE NORTH BOUNDARY OF THE 50.00 FOOT WIDE URICK STREET, SAID MONUMENT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN THENCE NORTH 89°20'46" WEST 60.00 FEET ALONG THE NORTH BOUNDARY OF SAID URICK STREET TO A 4 INCH ROUND CONCRETE MONUMENT LOCATED ON THE WEST BOUNDARY OF SAID WILDER STREET; THENCE CONTINUE NORTH 89°02'06" WEST 290.72 FEET ALONG THE NORTH BOUNDARY OF SAID URICK STREET TO A 4 INCH ROUND CONCRETE MONUMENT LOCATED AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 43 OF SAID PLAN OF FRUITLAND PARK; DEPARTING THE NORTH BOUNDARY OF SAID URICK STREET, RUN THENCE NORTH 00°55'32" EAST 632.72 FEET ALONG THE WEST BOUNDARY OF SAID LOT 8, BLOCK 43 TO A 4 INCH SQUARE CONCRETE MONUMENT LOCATED ON THE SOUTH BOUNDARY OF HURST STREET; THENCE SOUTH 89°32'30" EAST 125.56 FEET ALONG THE SOUTH BOUNDARY OF SAID HURST STREET TO AN IRON MARKER; DEPARTING THE SOUTH BOUNDARY OF SAID HURST STREET, RUN THENCE NORTH 29°23'19" WEST 801.04 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715; THENCE NORTH 88°46'28" EAST 158.41 FEET TO A 4" SQUARE CONCRETE MONUMENT MARKED PRM #3715 ON THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY BOUNDARY OF THE 60.00 FOOT WIDE LEMON AVENUE; THENCE NORTH 29°18'54" WEST 4.07 FEET ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY BOUNDARY OF THE 60.00 FOOT WIDE LEMON AVENUE TO A 4 INCH ROUND CONCRETE MONUMENT LOCATED ON THE SOUTHERLY TERMINUS OF SAID LEMON AVENUE; THENCE NORTH 53°12'15" EAST 60.51 FEET ALONG THE SOUTHERLY TERMINUS OF LEMON AVENUE TO A 4 INCH ROUND CONCRETE MONUMENT LOCATED ON THE NORTHEASTERLY BOUNDARY OF SAID LEMON AVENUE; DEPARTING SAID NORTHEASTERLY BOUNDARY OF LEMON AVENUE, RUN THENCE NORTH 53°04'36" EAST 206.19 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 31°35'16" WEST 207.81 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715; THENCE NORTH 60°40'50" EAST 103.80 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715; THENCE NORTH 44°11'03" WEST 582.93 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE 60.00 FOOT WIDE EAST MIRROR LAKE DRIVE; FROM SAID POINT, DEPARTING SAID BOUNDARY, CONTINUE NORTH 44°11'03" WEST 60.55 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID EAST MIRROR LAKE DRIVE, FROM SAID POINT, DEPARTING SAID BOUNDARY, CONTINUE NORTH

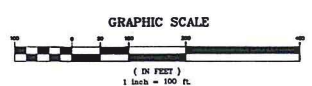
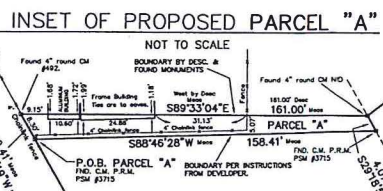
44°11'03" WEST 525.17 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTHERLY BOUNDARY OF THE 40.00 FOOT WIDE DESOTO AVENUE; THENCE SOUTH 67°57'59" EAST 476.45 FEET ALONG THE SOUTHERLY BOUNDARY OF THE 40.00 FOOT WIDE DESOTO AVENUE AND ITS WESTERLY EXTENSION TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID EAST MIRROR LAKE DRIVE, FROM SAID POINT, DEPARTING SAID BOUNDARY, CONTINUE SOUTH 67°57'59" EAST 60.39 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY BOUNDARY OF SAID DESOTO AVENUE TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF SAID EAST MIRROR LAKE DRIVE; FROM SAID POINT, DEPARTING SAID BOUNDARY, CONTINUE SOUTH 67°57'59" EAST 522.81 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID DESOTO AVENUE TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715 ON THE SOUTHWESTERLY BOUNDARY OF THE ATLANTIC COASTLINE RAILROAD, SAID MONUMENT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1936.45 FEET TO WHICH A RADIAL LINE BEARS SOUTH 76°33'07" WEST; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RAILROAD THROUGH A CENTRAL ANGLE OF 17°11'41" AN ARC DISTANCE OF 581.14 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 9; FROM SAID POINT, RUN THENCE SOUTH 89°07'17" EAST 8.80 FEET ALONG THE EAST-WEST MID-SECTION LINE AND SAID RAILROAD RIGHT-OF-WAY TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715 ON THE SOUTHWESTERLY BOUNDARY OF SAID RAILROAD, SAID MONUMENT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1928.95 FEET TO WHICH A RADIAL LINE BEARS SOUTH 59°13'13" WEST; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RAILROAD THROUGH A CENTRAL ANGLE OF 05°43'59" AN ARC DISTANCE OF 193.02 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AT THE POINT OF TANGENCY; THENCE SOUTH 36°32'08" EAST 1020.21 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RAILROAD TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715 LOCATED ON THE CENTERLINE OF SAID VACATED HURST STREET; DEPARTING SAID RAILROAD BOUNDARY, RUN THENCE NORTH 88°54'41" WEST 216.10 FEET ALONG SAID CENTERLINE TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715 ON THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF LOT 6, BLOCK 44 OF SAID PLAN OF FRUITLAND PARK, DEPARTING SAID CENTERLINE, RUN THENCE SOUTH 00°46'21" WEST 668.06 FEET ALONG THE WEST BOUNDARY OF SAID LOT 6 AND THE NORTHERLY EXTENSION THEREOF TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED PRM #3715 ON THE NORTH BOUNDARY OF URICK STREET, FROM SAID MONUMENT, RUN THENCE NORTH 89°02'49" WEST 626.47 FEET ALONG THE NORTH BOUNDARY OF URICK STREET TO THE POINT OF BEGINNING. LESS THE MONUMENTED 60.00 FOOT WIDE RIGHT-OF-WAY OF EAST MIRROR LAKE DRIVE LYING 30.00 FEET EACH SIDE OF THE CENTERLINE OF EXISTING PAVEMENT. SUBJECT TO A BLANKET UTILITY EASEMENT OVER THE VACATED PORTIONS OF THE ABOVE MENTIONED STREETS FOR UTILITY PURPOSES ACCORDING TO RESOLUTION #2006-032.





NOTE: RIGHT OF WAY BASED ON THE CENTERLINE OF EXISTING ASPHALT ROAD

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BRG.
C1	153°35'	175.52	46.19	23.21	46.02	N79°21'45"E
C2	6°29'01"	1471.61	166.53	83.35	166.44	N18°35'28"E
C3	6°13'14"	1531.61	166.29	83.22	166.20	N18°43'22"E
C4	17°21'04"	235.52	71.32	35.94	71.05	N30°30'17"E



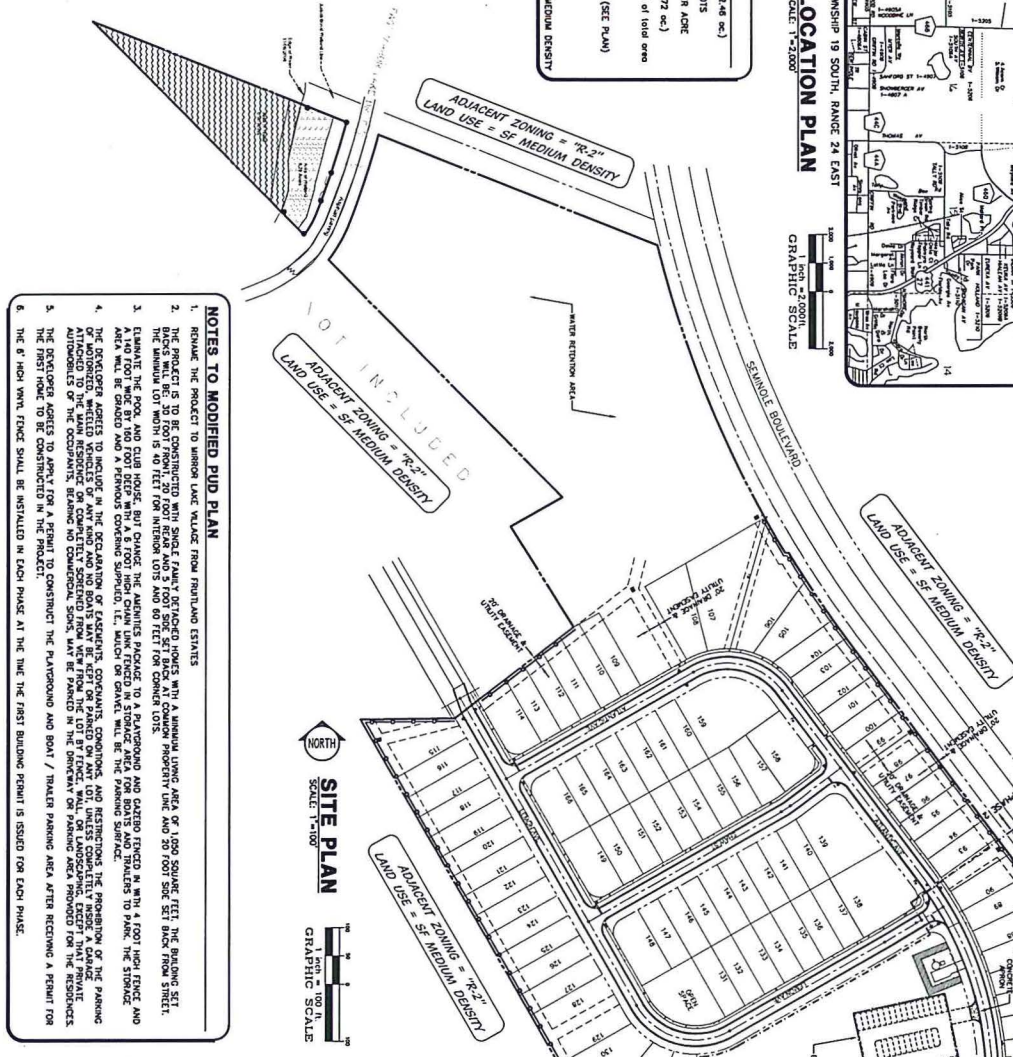
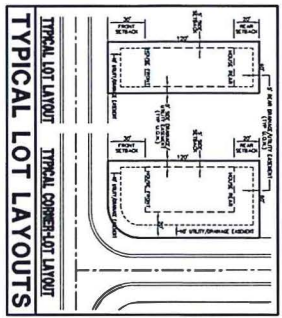
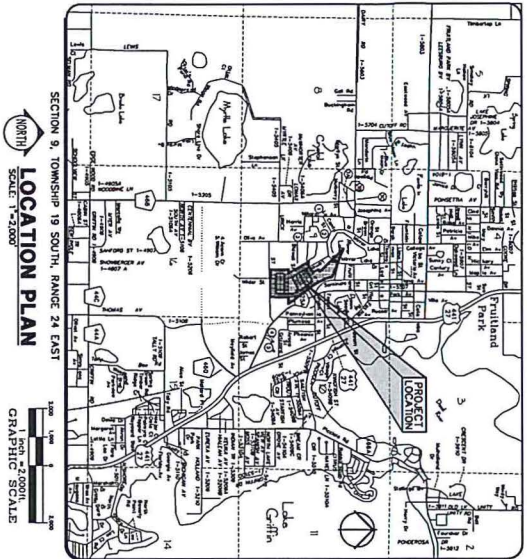
9 10  
 1615

**EXHIBIT "B"**

**THE PLAN**



**SITE DATA**  
 TOTAL AREA = 1,848,336 sq. ft. (42.48 ac.)  
 TOTAL NUMBER OF UNITS = 166 UNITS  
 GROSS DENSITY = 3.9 UNITS PER ACRE  
 OPEN SPACE = 597,434 sq. ft. (13.72 ac.)  
 PERCENT OF OPEN SPACE = 32.3% of total area  
 MAX. BUILDING HEIGHTS = 35'  
 ADJACENT ZONING = R-1, R2 & R3 (SEE PLAN)  
 EXISTING ZONING = R-2  
 PROPOSED ZONING = PUD  
 EXISTING FUTURE LAND USE = SF MEDIUM DENSITY



- NOTES TO MODIFIED PUD PLAN**
1. REMOVE THE PROJECT TO UNIFORM LANE WIDTH FROM FRUITLAND ESTATES
  2. THE PROJECT IS TO BE CONSIDERED WITH SINGLE FAMILY DETACHED HOMES WITH A MINIMUM LIVING AREA OF 1,000 SQUARE FEET. THE BUILDING SET BACKS SHALL BE 30 FEET FROM THE FRONT, 20 FEET FROM THE REAR AND 5 FEET FROM THE SIDE. SET BACKS AT CORNER PROPERTY LINE AND 20 FEET SIDE SET BACK FROM STREET. THE MINIMUM LOT WIDTH IS 40 FEET FOR INTERIOR LOTS AND 60 FEET FOR CORNER LOTS.
  3. ELIMINATE THE POOL AND CLUB HOUSE. BUT CHANGE THE ARCHITECTURE PACKAGE TO A PLAYGROUND AND GATED DRIVEWAY WITH A 4 FOOT HIGH FENCE AND AREA WILL BE GRADED AND A PERMANENT COVERING SUPPLIED. I.E. MULCH OR GRAVEL. WILL BE THE PARKING SURFACE.
  4. THE DEVELOPER AGREES TO INCLUDE IN THE DECLARATION OF EASEMENTS, CONDITIONS, AND RESTRICTIONS THE PROHIBITION OF THE PARKING OF MOTORVANS, HEAVY VEHICLES OF ANY KIND AND NO BOATS MAY BE KEPT OR PARKED ON ANY LOT, UNLESS COMPLETELY ENCLOSED IN A GARAGE. AUTOMOBILES OF THE OCCUPANTS, BEHOLDERS OR COMMERCIAL SPONS, MAY BE PARKED IN THE DRIVEWAY OR PARKING AREA PROVIDED FOR THE RESIDENCES.
  5. THE DEVELOPER AGREES TO APPLY FOR A PERMIT TO CONSTRUCT THE PLAYGROUND AND BOAT / TRAILER PARKING AREA AFTER RECEIVING A PERMIT FOR THE FIRST HOME TO BE CONSTRUCTED IN THE PROJECT.
  6. THE 6' HIGH WHITE FENCE SHALL BE INSTALLED IN EACH PHASE AT THE TIME THE FIRST BUILDING PERMIT IS ISSUED FOR EACH PHASE.

**LEGAL DESCRIPTION**

SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LEESBURG, FLORIDA

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