

Re-recorded to attach the correct
Exhibit "B" Concept Plan (dated
4/20/22) of the MDA reflecting a
24' road width

ORDINANCE 2022-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 24.83 +/- ACRES OF PROPERTY FROM LAKE COUNTY R-3 TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; 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 A & B Engineering Consultants, PA as applicant, on behalf of Crystal Lake Land Holdings, LLC as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Lake County R-3 to City 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 24.83 ± acres generally located north of Myrtle Lake Avenue and east of Myrtle Lake View Drive as described and depicted as set forth on Exhibit "A" and as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference shall hereafter be designated as PUD "Planned Unit Development" as defined in the Fruitland Park Land Development Regulations and shall hereafter be developed according to Master Development Agreement attached hereto as Exhibit "C", which includes, but is not limited to, the concept plan prepared by A&B Engineering Consultants, P.A.

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.

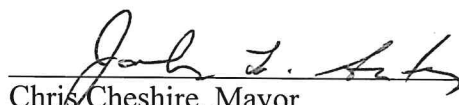
INSTRUMENT #2022109597
OR BK 6007 PG 1296 - 1311 (16 PGS)
DATE: 8/11/2022 4:43:33 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$137.50

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.

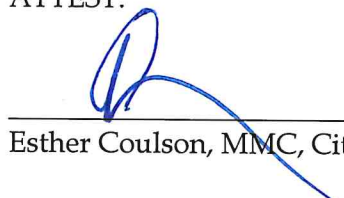
Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

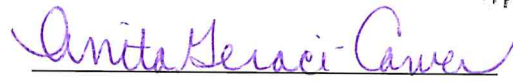
PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 12th day of May 2022.

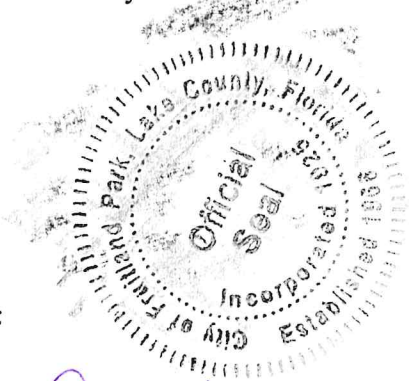

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:


Esther Coulson, MMC, City Clerk

Approved as to Form:


Anita Geraci-Carver, City Attorney



Mayor Cheshire	<u> </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> / </u>	(Absent)
Vice-Mayor Gunter	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner Bell	<u> </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> / </u>	(Absent)
Commissioner DeGrave	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner Mobilian	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)

Passed First Reading
Passed Second Reading
(SEAL)

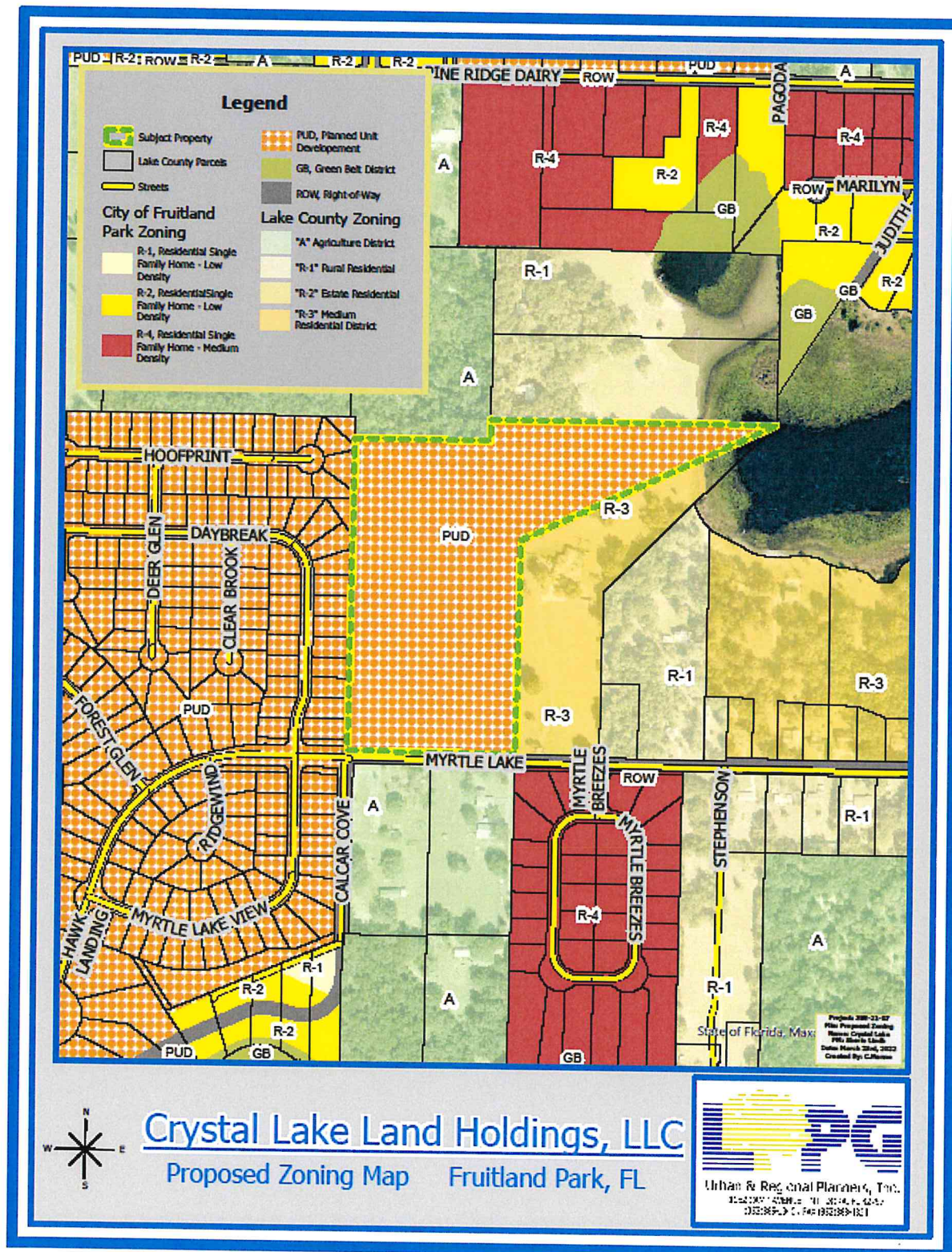
April 28, 2022
May 12, 2022

“EXHIBIT A”

That part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows:

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, and run North $89^{\circ}0'05''$ West along the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 8, a distance of 988.35 feet; thence North $00^{\circ}59'55''$ East 25.00 feet to a point on the North right-of-way line of Myrtle Lake Avenue and the Point of Beginning of this description; from said Point of Beginning run North $89^{\circ}0'00''$ West along the North right-of-way line of Myrtle Lake Avenue 658.92 feet to a point on the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence North $00^{\circ}57'00''$ East along the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, a distance of 1,219.46 feet to a point that is South $00^{\circ}57'00''$ West 82.20 feet from the Northwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence South $89^{\circ}34'30''$ East parallel with the North line of the Southeast $\frac{1}{4}$ of said Section 8 a distance of 529.99 feet; thence North $00^{\circ}53'13''$ East 82.20 feet to a point on the North line of the Southeast $\frac{1}{4}$ of Said Section 8; thence South $89^{\circ}34'30''$ East along the North line of the Southeast $\frac{1}{4}$ a distance of 1,120.29 feet to the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence South $65^{\circ}13'49''$ West 1,099.42 feet; thence South $00^{\circ}59'55''$ West 836.39 feet to the Point of Beginning.

"EXHIBIT B"



Record and Return to:
City of Fruitland Park
Attn: City Clerk
506 W. Berckman Street
Fruitland Park, Florida 34731

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the 12th day of May 2022, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and Crystal Lake Land Holdings, LLC (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to annex and rezone approximately 24.83 ± 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 Lake County and is currently zoned Lake County "R-3" with a future land use designation of "Urban Medium" on the Lake County Future Land Use Map.
3. Owner has filed applications for annexation, small scale comprehensive plan amendment from Lake County "Urban Medium" to City of Fruitland Park "Single Family Medium Density", and rezoning from Lake County "R-3" to City of Fruitland Park "Residential Planned Unit Development" for the Property.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

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

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

thereof.

Section 2. Conditions Precedent. Owner has filed an application for a small-scale comprehensive plan amendment and rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement, adopts an ordinance amending the comprehensive future land use map and such amendment becomes effective, and adopts an ordinance rezoning the Property and such rezoning becomes effective. The parties hereto understand and acknowledge that the City is in no way bound to amend the future land use map or rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning and comprehensive plan map amendment. However, if the City denies the application for rezoning or the comprehensive plan map amendment, this Agreement shall be void and shall be of no further force and effect.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by A&B Engineering Consultants, P.A., dated March 23, 2022, and attached as Exhibit "B" (the "Plan"). The project shall be developed as a residential subdivision. All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

- a. Single family detached residential dwelling units.
- b. Passive and Active Recreation Facilities.
- c. Residential units shall not exceed 69.
- d. Temporary modular office uses shall be allowed during construction.
- e. Up to six (6) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.

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

- a. The minimum living area shall be 1,200 square feet for the single family detached homes.
- b. The minimum lot size shall be 8,000 square feet for the detached single-family homes.
- c. Minimum lot width for detached single-family shall be 65 feet with a minimum lot depth of 120 feet.
- d. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Thirty feet (30')

Side: Local Roadways - Twenty feet (20')
Another Lot - Ten feet (10')

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

Lake: Thirty-five feet (35') from the Ordinary High Water Line of Crystal Lake

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

- e. Maximum building height shall be limited to thirty-five feet (35') for single family.
- f. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Code.
- g. The maximum building coverage shall not exceed forty percent (40%).
- h. Picnic tables and/or a covered pavilion shall be provided within the recreation area adjacent to Crystal Lake designated on the Plan.
- i. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- j. In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as walking trails, dog park, or open play fields.
- k. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-2 zoning district standards and other applicable sections of the Land Development Code.

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

- a. **Architectural features** - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single family units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim
- b. **Building Materials** - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

Section 7. Development Phasing. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 8. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of one primary access on Myrtle Lake Avenue. If only one primary access is from Myrtle Lake Avenue it shall be through a divided landscaped boulevard type road. Actual location and design of the boulevard shall be determined during the Preliminary Subdivision Plan review process and shall include consideration of sidewalks on both sides of the boulevard. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements including curb and gutter.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- f. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.

Section 9. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. Lighting shall comply with the nonresidential design requirements of the Fruitland Park Land Development Regulations.

Section 10. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's

expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 11. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued.

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

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

Section 13. Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a twenty-five-foot (25') landscape buffer along the northern, eastern and western PUD perimeter property boundary with the exception of where wetlands abut the perimeter in which case no landscape buffer is required; however, a twenty-five foot (25') native upland buffer is required. Owner shall install and maintain a fifteen-foot (15') landscape buffer along Myrtle Lake Avenue. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

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

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

Section 14. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 15. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 16. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 17. Signage. Owner shall submit a master sign plan as a component of the preliminary plan application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 18. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record. Title opinion or certification shall have an effective date of no more than 30 days prior to submittal. A copy of all back up documents referenced in the title opinion or certification must be provided.

Section 29. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 20. Due Diligence.
The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 21. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 23. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 24. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 25. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 26. **Notice.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Crystal Lake Land Holdings LLC 114 Sleepy Hollow Road Leesburg, FL 34748 352-408-3319 Telephone
Copy to:	

Section 27. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 28. **Term of Agreement.** The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

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

Section 30. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CRYSTAL LAKE LAND HOLDINGS, LLC

Barbara J Pauer

Witness Signature

By: *Eric H Coe*

Barbara J Pauer

Print Name

Witness Signature

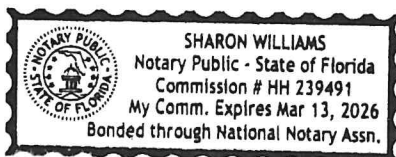
By: */*

Print Name

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization this 27th day of June 2022 by Eric Coe as owner/developer and N/A as N/A of Lake County School Board on behalf of the Lake County School Board, who are personally known to me or who have produced FL DL as identification.



Sharon Williams

Notary Public

Notary Public - State of Florida

Commission No HH 239491

My Commission Expires 3/13/26

ACCEPTED BY THE CITY OF FRUITLAND PARK

By: 
Vice-Chair Chris Cheshire, Mayor John L. Gunter Jr.

Date: _____
ATTEST: _____
Esther B. Coulson
City Clerk

The foregoing instrument was acknowledged before me by [X] physical present or [] online notarization this 12th day of May, 2022 by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation and Esther B. Coulson, City Clerk of the City of Fruitland Park, Florida, on behalf of the corporation, who are [X] personally known to be me or produced _____ as identification.

Notary Public
Notary Public - State of Florida
Commission No GG351759
My Commission Expires July 4, 2023

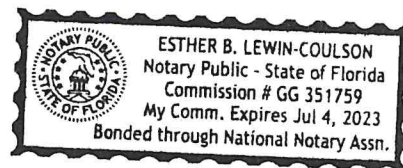
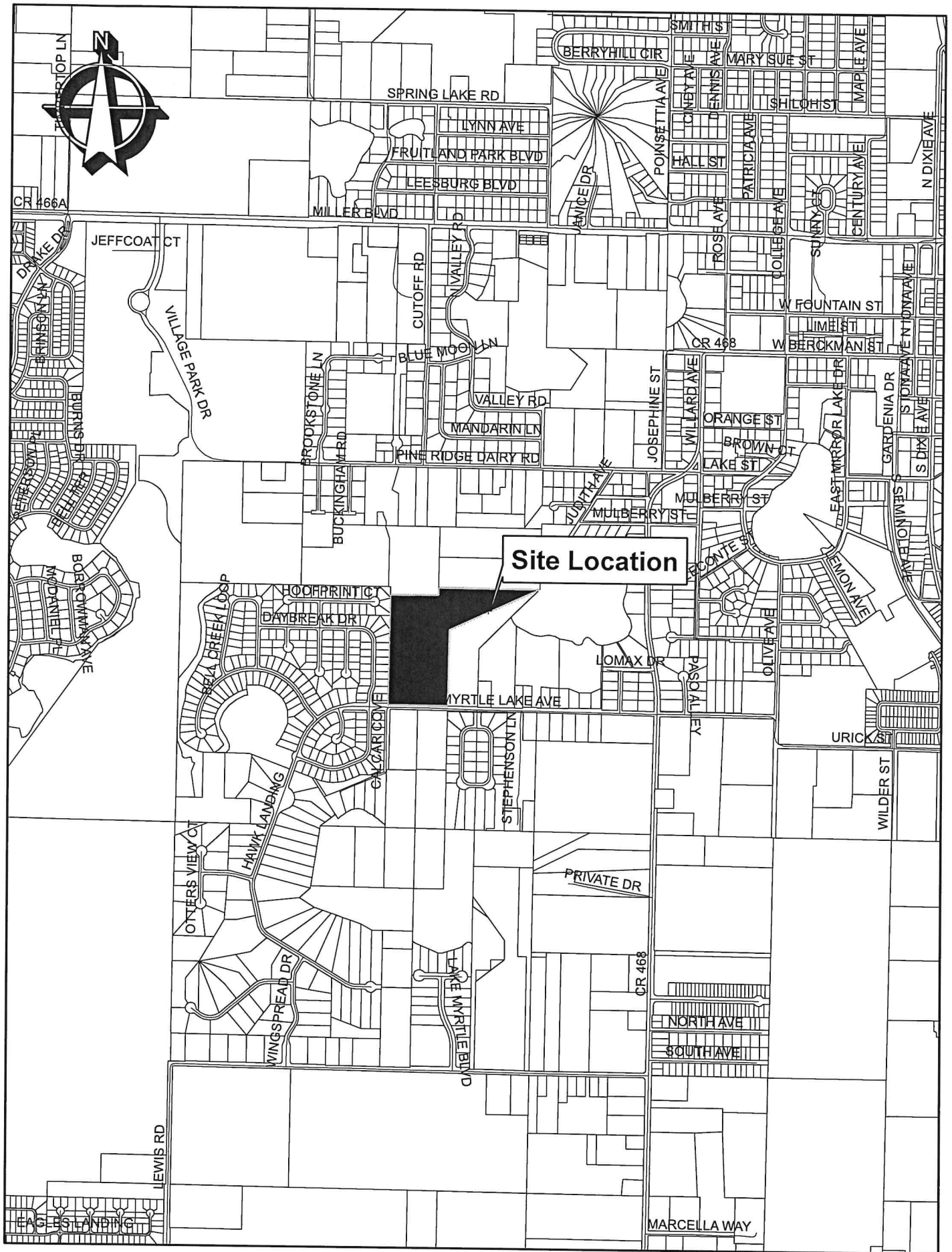
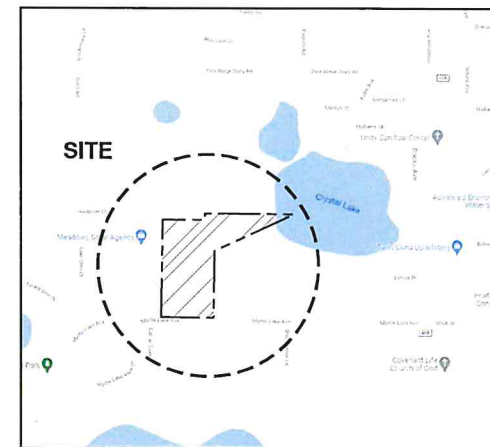
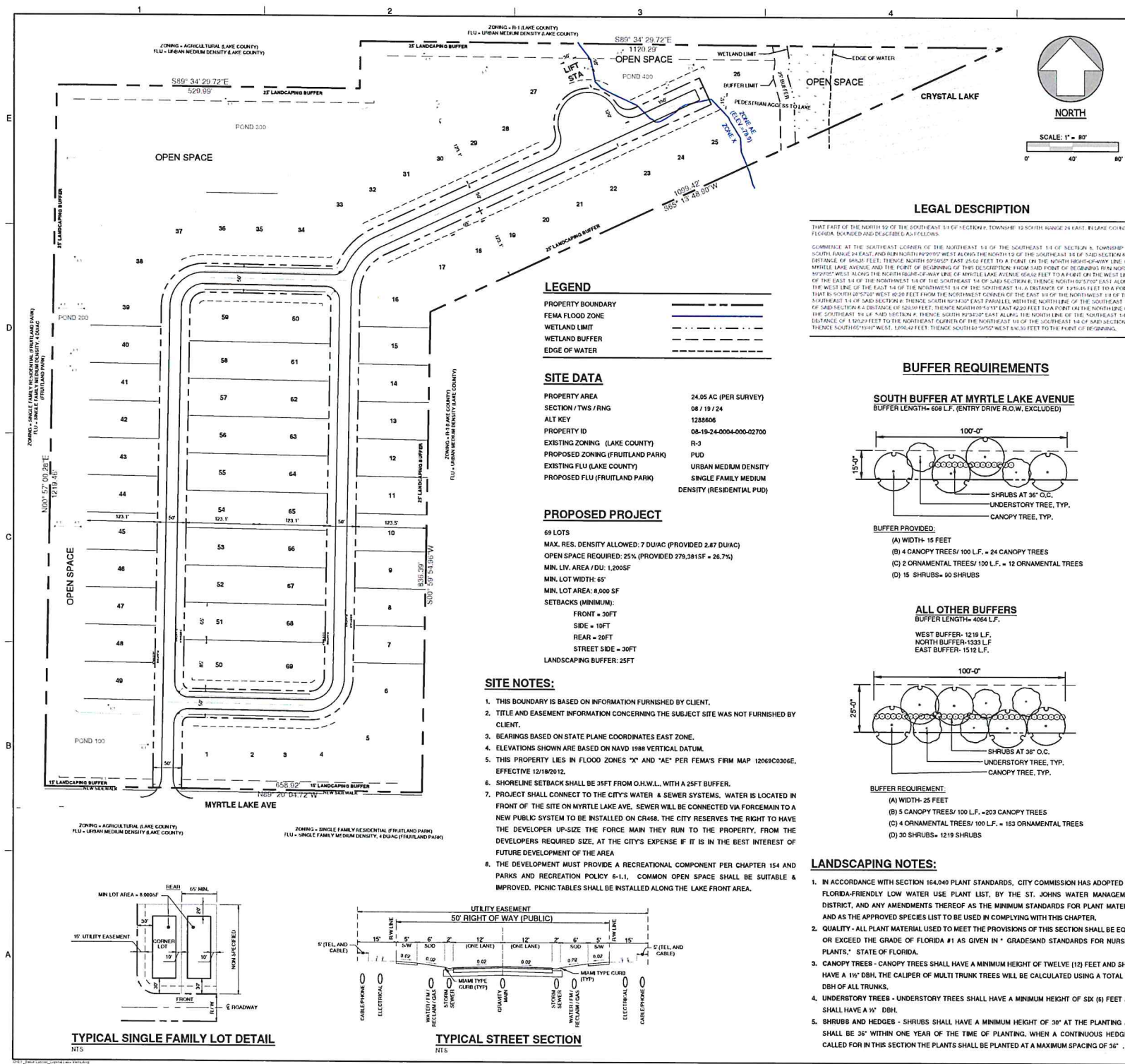


EXHIBIT "A"
LEGAL DESCRIPTION

The part of North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows:

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East and run North $89^{\circ}20'05''$ West along the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 8, a distance of 988.35 feet; Thence North $00^{\circ}59'55''$ East 25.00 feet to a point on the North Right-of-way line of Myrtle Lake Avenue and the Point of Beginning of this description; from said Point of Beginning run North $89^{\circ}20'05''$ West along the North Right-of-way line of Myrtle Lake Avenue 658.92 feet to a point on the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; Thence North $00^{\circ}57'00''$ East along the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, a distance of 1,219.46 feet to a point that is South $00^{\circ}57'00''$ West 82.20 feet from the Northwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence South $89^{\circ}34'30''$ East parallel with the North line of the Southeast $\frac{1}{4}$ of said Section 8 a distance of 529.99 feet; Thence North $00^{\circ}53'13''$ East 82.20 feet to a point on the North line of the Southeast $\frac{1}{4}$ of said Section 8; Thence South $89^{\circ}34'30''$ East along the North line of the Southeast $\frac{1}{4}$ a distance of 1,120.29 feet to the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence South $65^{\circ}13'49''$ West 1,099.42 feet; Thence South $00^{\circ}59'55''$ West 836.39 feet to the Point of Beginning.





PLANT LIST				
TREES	BOTANICAL NAME	COMMON NAME	SPECIFICATION	FLORIDA NATIVE
CANOPY TREE A	ACER RUBRUM (FLORIDA FLAME)	FLORIDA FLAME RED MAPLE	CANTAINER GROWN, 12'-14" HT., 6" & 6" SPD, 3" CAL.	NATIVE
CANOPY TREE B	LIQIDAMBAR STYRACIFLUA	SWEET GUM	CANTAINER GROWN, 12'-14" HT., 6" & 6" SPD, 3" CAL.	NATIVE
CANOPY TREE C	QUERCUS SHUMARDI	SHUMARD OAK	CANTAINER GROWN, 12'-14" HT., 6" & 6" SPD, 3" CAL.	NATIVE
CANOPY TREE D	ULMUS ALATA	WHORLED ELM	CANTAINER GROWN, 12'-14" HT., 6" & 6" SPD, 3" CAL.	NATIVE
ORNHAMENTAL TREE A	ILEX X ATTENUATA EAST PALATKA	EAST PALATKA HOLLY	CANTAINER GROWN, 8" HT., 4" & 4" SPD, 2-1/2" CAL.	NATIVE
ORNHAMENTAL TREE B	FRAXINUS ANGUSTIFOLIA	CHICKSAW PLUM	CANTAINER GROWN, 8" HT., 4" & 4" SPD, 2-1/2" CAL.	NATIVE
ORNHAMENTAL TREE C	MYRSCE CERIFERA	WAXMYRTLE	CANTAINER GROWN, 8" HT., 4" & 4" SPD, 2-1/2" CAL.	NATIVE
ORNHAMENTAL TREE D	CERCIS CANADENSIS	EASTERN REDBUD	CANTAINER GROWN, 8" HT., 4" & 4" SPD, 2-1/2" CAL.	NATIVE
SHRUBS	BOTANICAL NAME	COMMON NAME	SPECIFICATION	FLORIDA NATIVE
HEDGE SHRUB	HAEMELLA PATENS	FIREBUSH	3 GAL., 18"-24" X 18"-24"	NATIVE
HEDGE SHRUB	MYRICANTHES FRAGRANS	SIMPSON'S STOPPER	3 GAL., 18"-24" X 18"-24"	NATIVE
HEDGE SHRUB	VIBURNUM OBOVATUM	WALTERS VIBURNUM	3 GAL., 18"-24" X 18"-24"	NATIVE



A&B Engineering Consultants, P.A.

Civil Engineering
Land Planning
Inspections

Certificate of
Authorization:
No. 27697

14164 Stilton St
Tampa, FL 33626

Toll free: 844-426-6354
lus@anbcompanies.com
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ELECTRONIC SIGNATURE:

Angel L. Rivera, State of Florida,
Professional Engineer, License No.
65196. This item has been
electronically signed and sealed by
Angel L. Rivera on the date indicated
here using a SIVA authentication code.
Printed copies of this document are
not considered signed and sealed and
the SIVA authentication code must be
verified on any electronic copies.

SEAL:

Angel Rivera

Digitally signed by Angel Rivera
DN: c=US, o=AB Engineering
ou=AD1410C0D000173CF23979B
00036453, cn=Angel Rivera
Date: 2022.04.20 09:13:21 -0400

DATE

ANGEL L. RIVERA, P.E.
LIC. NO. 85196

PROJECT:

CRYSTAL LAKE VISTA
Myrtle Lake Ave
Fruitland Park, FL

EXHIBIT "B"
Revised Drawing 4/20/22
24 inch road width reflected

REVISIONS	
NO.	ISSUED DATE
SCALE:	1"=80'
DATE:	4/20/22
SHEET TITLE:	
CONCEPTUAL SITE PLAN (CENTRAL SEWER)	
DWG NO.:	C-1.0
SHEET:	1 OF 1