

CITY OF FRUITLAND PARK COMMUNITY DEV D
506 W BERCKMAN ST
ATTN: TRACY KELLEY
FRUITLAND PARK FL 34731



ORDINANCE 2019-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 177 ± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND EAST OF CR 468 FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) TO MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD), WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Wicks Engineering Services, Inc., as applicant, submitted a petition on behalf of Leesburg Fruit Company, Inc., Owner, requesting that approximately 177± acres of real property within the city limits of Fruitland Park generally located south of Urick Street and east of CR 468 (the "Property") be rezoned from Commercial Planned Unit Development (CPUD) to Mixed Use Planned Unit Development (MUPUD); and

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

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

WHEREAS, the City Commission reviewed said petition, the recommendations of the Planning and Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fruitland Park, Florida, as follows:

SECTION 1. The real property described and depicted on the attached Exhibit "A", consisting of approximately 177 ± acres of land generally located south of Urick Street and east of CR 468, shall hereafter be designated as MUPUD, Mixed Use Planned Unit Development, as defined in the Fruitland Park Land Development Regulations.

SECTION 2. The Master Development Agreement for the Property is approved pending signatures of the parties.

SECTION 3. The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

SECTION 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

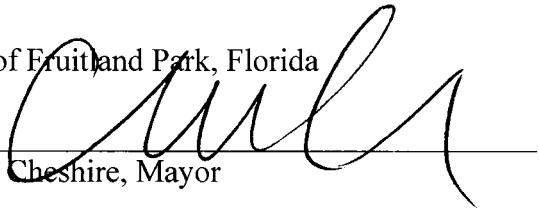
SECTION 6. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

SECTION 7. 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 19th day of September 2019.

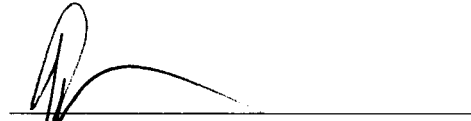
City of Fruitland Park, Florida

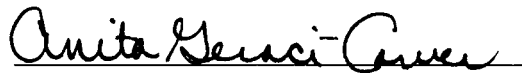
Chris Cheshire, Mayor



ATTEST:

Approved as to Form:


Esther Coulson, CMC, City Clerk


Anita Geraci-Carver, City Attorney

Mayor Cheshire	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Vice Mayor Gunter	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Bell	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner DeGrave	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Mobilian	<input type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input checked="" type="checkbox"/>	(Absent)

Passed First Reading
Passed Second Reading
(SEAL)

August 22, 2019
September 19, 2019

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTION 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE NORTH ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE WEST ALONG THE SOUTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 468; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE SOUTHWEST CORNER OF THE EAST 756.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF EAST 756.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BLOCK 46, TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 46 TO THE EAST RIGHT-OF-WAY LINE OF OLIVE AVENUE; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF URICK STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 433.48 FEET; THENCE SOUTH 396.36 FEET; THENCE WEST 36.00 FEET; THENCE SOUTH 240 FEET TO AN IRON PIPE; THENCE EAST 436.00 FEET TO AN IRON PIPE; THENCE NORTH 629.0 FEET TO AN IRON PIPE, SAID PIPE BEING ON THE SOUTH RIGHT-OF-WAY LINE OF URICK STREET; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY OF URICK STREET, 448.68 FEET TO A 4" CONCRETE MONUMENT, SAID MONUMENT BEING ALSO THE NORTHEAST CORNER OF BLOCK 46, SAID MONUMENT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF WILDER STREET; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF WILDER STREET 974.67 FEET TO A 4" CONCRETE MONUMENT, SAID MONUMENT ALSO BEING THE SOUTHEAST CORNER OF BLOCK 46; THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE

NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINES OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 TO THE POINT OF BEGINNING.

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the 19th day of September 2019, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and Leesburg Fruit Company, Inc., a Florida corporation, Rufus M. Holloway, Holloway Properties, Inc., a Florida corporation, and Rufus M. Holloway, Jr., as Trustee of the Rufus M. Holloway, Jr. Family Trust dated December 15, 1995, as amended and restated March 31, 2001 and on September 24, 2014 (hereinafter collectively referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 177 ± 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 "Commercial Planned Unit Development (CPUD)" with a future land use designation on the City of Fruitland Park Future Land Use Map of "Mixed Community."

3. Owner has filed applications for rezoning for the Property as a mixed use 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" prepared by Wicks Engineering Services,

2

Inc., dated February 25, 2019, as revised August 1, 2019, and attached as Exhibit "B" (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Mixed Use) 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. Detached Single family residential not to exceed seven hundred (700) units.
- b. Assisted Living Facilities, not to exceed 220 beds.
- c. Nursing home.
- d. Church/Religious Facilities.
- e. All permitted C-1 uses.
- f. Convenience store with fuel operations.
- g. Restaurants.
- h. Banks.
- i. Athletic/Sports Facilities.
- j. Passive and Active Recreation Facilities.
- k. Temporary modular office uses shall be allowed during construction.
- l. Interim Agricultural uses, including but not limited to, retail or wholesale plant production, nurseries, green houses, timber, crop production, hay and sod consistent with the Florida Right to Farm Act. These uses shall be allowed to continue on undeveloped portions of the Property until 75% of the land area has been developed.
- m. Total Commercial square footage shall not exceed forty-eight thousand (48,000) square feet.
- n. Solar farm.

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

There shall be a minimum of three (3) lot sizes as follows: 50' x 125' – at least 80% of the lots shall meet this standard

60' x 125' – at least 10% of the lots shall meet this standard

70' x 125' – at least 10% of the lots shall meet this standard

- a. The minimum living area shall be 1,300 square feet for the detached single-family homes.
- b. Maximum Impervious Surface Ratio (ISR) – Sixty Percent (60%). The ISR is in lieu of a maximum building coverage.
- c. Minimum Setback requirements for detached residential units shall be:
 - Front: Local Roadways - Twenty feet (20')
 - Garage Setback from Roadway - Twenty-five feet (25')
 - Front porch - Twenty feet (20')
 - Side: Local Roadways - Fifteen feet (15')
 - Another Lot - Five feet (5')
 - Side Entry Garage: Twenty-five feet (25')

 - Rear: Local Roadway- Fifteen feet (15')
 - Another Lot - Ten feet (10')
 - Accessories Setback: All new accessory structures shall be located no closer to the property line than five feet (5').
- d. Maximum building height shall be limited to thirty five feet (35').

3

- e. Parking: The Owner shall meet the parking requirements of the Fruitland Park Land Development Code for the proposed uses, but at a minimum, each residential structure shall have a minimum two car garage.
- f. An active and passive park with playground, picnic tables, and trails complying with all City requirements and ADA requirements.

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 one of the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate one of 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 such as recessed garages, tile or metal roofs, arched windows shall be reviewed by the Community Development Director for compliance

Section 7. Commercial and Institutional Development Standards. Development Standards shall be as follows:

- a. Minimum Setback requirements for commercial shall be:

4

Front: CR 468 - Thirty feet (30')
Local Roadways - Twenty feet (20')

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

A zero (0) side setback is allowed on one side provided there is a minimum ten feet setback on the opposite side and provided requirements for fire and building codes are met.

Rear: Local Roadway- Twenty feet (20')
Another Lot -Fifteen feet (15')

Accessories Setback: All accessory structures shall be located no closer to the property line than ten feet (10').

The maximum impervious surface ratio for the property (which includes building coverage) shall be limited to eighty percent (80%).

- b. Maximum building height shall be limited to two (2) stories (from finished grade).
- c. Parking: The Owner shall meet the parking requirements of the Fruitland Park Land Development Regulations.
- d. Commercial access: Access to the commercial development areas shall be primarily from the entrance boulevard with access to CR 468 and MLK Blvd. Pedestrian access shall be provided from the residential areas to the commercial area utilizing a trail system which shall be reviewed during the site plan or subdivision review process.
- e. The maximum floor area ratio shall be seventy percent (70% or 0.70).

Section 8. Commercial and Institutional Design Standards. The Applicant shall be required to meet the nonresidential design standard requirements of the Fruitland Park Land Development Regulations.

Section 9. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of three access points, one primary access on CR 468 and one primary access on MLK Blvd, and a secondary access off of Urick Street. The primary access on MLK Blvd, and the secondary access off of Urick Street shall be constructed in Phase 1. The primary accesses shall be through a divided landscaped boulevard type road. Actual location and design of the boulevard shall be determined during the Site Plan and/or Preliminary Subdivision Plan review process and shall include consideration of sidewalks on both sides of the boulevard, recreation paths etc. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Owner shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County, FDOT, 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.

5

- 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 accept ownership of the roads and transportation improvements dedicated for public use on the final plat only on the condition they meet City of Fruitland Park regulations and are constructed to City of Fruitland Park specifications. Prior to the City's acceptance, the Owner shall post a maintenance bond with a duration of two years from the date the City issues written acceptance of the roads and transportation improvements. The maintenance bond must be twenty percent (20%) of the construction costs for the improvements as certified by the project engineer. There shall be no construction vehicles driving over or parking on the roads, transportation improvements, sidewalks, curbs or drainage improvements once accepted by the City of Fruitland Park. Prior to commencing construction Owner shall submit to the City, for City's approval, the proposed construction entrance.
- e. 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
- 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 Owner.
- g. At such time that traffic signals are warranted at the proposed project entrances, at Urick Street, or at CR 468, the Owner shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.
- h. Any alterations or construction associated with the traffic signal at the entrance on MLK Blvd. shall be the sole responsibility of the Owner, and will be permitted with FDOT and Lake County as warranted.

Section 10. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas. Owner shall install and maintain all lighting at its expense, or provide for perpetual maintenance by a property association.

Section 11. 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, if and 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. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 12. Impact Fees. Owner shall be required to pay impact fees as established by City

6

from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of 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. 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 13. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 14. Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a thirty (30') landscape buffer along Urick Street and along CR 468; a twenty-five foot (25') buffer along all other property boundaries consisting of four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs per one hundred feet (100'); however, no buffer shall be required along the southern property boundary adjacent to the property owned by the Developer in the City of Leesburg; however, should that property be sold a ten foot (10') buffer shall be required. 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 shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

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

Section 16. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under

7

the same terms and conditions and in the same manner as are afforded to all other residential or commercial property owners within the City, whichever is applicable.

Section 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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

8

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

Section 27. 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:	Rufus Holloway Leesburg Fruit Company, Inc. 1616 Lakeshore Drive Orlando, FL 32803
Copy to:	

Section 28. 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. As it relates

9

to the Property, this Agreement replaces the Master Development Agreement dated June 8, 2015 adopted pursuant to Ordinance 2015-021.

Section 29. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner 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. This Agreement terminates and replaces the Agreement dated January 14, 2016.

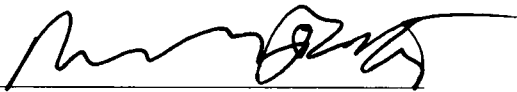
Section 30. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 31. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

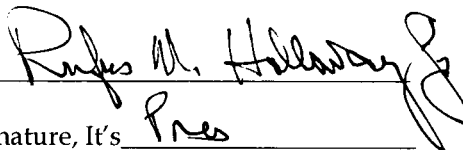
IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


LEESBURG FRUIT COMPANY, INC.,



Witness Signature

By: 
Signature, It's Pres

Dan Tatro
Print Name



Witness Signature

Amy M. Spivey
Print Name

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 2 day of October, 2019 by Rufus M. Holloway and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

10



Amy M Spivey
Notary Public

Notary Public - State of Florida

Commission No GG 090546

My Commission Expires June 20, 2021

[Signature]

Witness Signature

Don Tatro

Print Name

Amy M Spivey

Witness Signature

Amy M. Spivey

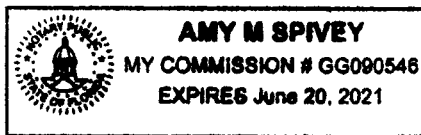
Print Name

HOLLOWAY PROPERTIES, INC.,

By: Rufus M. Holloway Jr.
Signature, It's Pres.

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 2 day of October, 2019 by Rufus M. Holloway Jr. and _____ who are personally known to me or who have produced _____



Amy M Spivey Notary Public
Notary Public - State of Florida
My Commission Expires: June 20, 2021

RUFUS M. HOLLOWAY, JR. Individually, and as Trustee of the Rufus M. Holloway Jr. Family Trust dated December 15, 1995, as amended and restated March 31, 2001 and on September 24, 2014,

[Signature]

Witness Signature

Don Tatro

Print Name

Amy M Spivey
Amy M. Spivey

By: Rufus M. Holloway Jr.
Signature Rufus M. Holloway Jr.

11

[Handwritten Signature]

Witness Signature

Stevie L. Taub

Print Name

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 19th day of September 2019 by City Clerk Esther Coulson and _____ who ~~are~~ is personally known to me or who have produced _____

ACCEPTED BY THE CITY OF
FRUITLAND PARK

By: *[Handwritten Signature]*
Chris Cheshire, Mayor

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

Date: September 19, 2019

[Handwritten Signature]

Anita Geraci-Carver
City Attorney

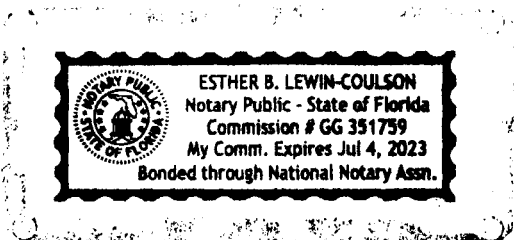
This instrument prepared by:

ATTEST:

[Handwritten Signature]
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19th day of September 2019 by Esther B. 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.



[Handwritten Signature]
Notary Public
Notary Public - State of Florida
Commission No GG 351759
My Commission Expires 7/4/2023

12

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTION 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE NORTH ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE WEST ALONG THE SOUTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 468; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE SOUTHWEST CORNER OF THE EAST 756.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF EAST 756.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BLOCK 46, TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 46 TO THE EAST RIGHT-OF-WAY LINE OF OLIVE AVENUE; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF URICK STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 433.48 FEET; THENCE SOUTH 396.36 FEET; THENCE WEST 36.00 FEET; THENCE SOUTH 240 FEET TO AN IRON PIPE; THENCE EAST 436.00 FEET TO AN IRON PIPE; THENCE NORTH 629.0 FEET TO AN IRON PIPE, SAID PIPE BEING ON THE SOUTH RIGHT-OF-WAY LINE OF URICK STREET; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY OF URICK STREET, 448.68 FEET TO A 4" CONCRETE MONUMENT, SAID MONUMENT BEING ALSO THE NORTHEAST CORNER OF BLOCK 46, SAID MONUMENT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF WILDER STREET; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF WILDER STREET 974.67 FEET TO A 4" CONCRETE MONUMENT, SAID MONUMENT ALSO BEING THE SOUTHEAST CORNER OF BLOCK 46; THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE EAST ALONG THE

13

NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINES OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 TO THE POINT OF BEGINNING.

14

EXHIBIT "B"

THE PLAN

