



FRUITLAND PARK CITY COMMISSION REGULAR MEETING AGENDA

October 22, 2015

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, FL 34731

7:00 p.m.

1. **CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation – Reverend Dennis R. Langford, Covenant Life Church of God

Pledge of Allegiance - Police Chief Michael A. Fewless

2. **ROLL CALL**

3. **PUBLIC COMMENTS**

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Comments are limited to three (3) minutes unless otherwise permitted pursuant to City Resolution 2013-023. (Resolution 2013-023 and 286.0114, F.S.)

4. **CONSENT AGENDA**

(a) **Approval of Minutes** (city clerk)

- July 23, 2015 workshop
- July 23, 2015 regular
- August 3, 2015 budget workshop
- August 4, 2015 budget workshop
- September 22, 2015 special

(b) **Senior Socials - New Life Presbyterian Church - Building User Agreement** (city manager/parks and recreation director)

Recommendation to ratify a building user agreement between the City of Fruitland Park, Florida (“user”) and New Life Presbyterian Church, Florida (“owner”) to use the fellowship hall for the purpose of senior socials to become effective October 1, 2015 until September 30, 2017, and authorize the mayor to execute same. (Consensus was reached at the October 15, 2015 workshop to accept the agreement as revised by the city attorney and contingent upon the approval from the church.)

(c) **Sale of Surplus Items** (city manager)

Recommendation to ratify the sale of surplus equipment as described that are no longer being used by the city. (Consensus was reached at the October 15, 2015 workshop.)

5. REGULAR AGENDA

- (a) **Third Annual Wreaths Across America at Shiloh Cemetery**
Request of Lucy McCann, President, John Gella Memorial Unit 219 Inc., American Legion Auxiliary to hold Wreaths Across America at Shiloh Cemetery on Saturday, December 12, 2015 at 12 noon.
- (b) **Community Police Protection Agreement – The Villages of Lake-Sumter Inc.** (city manager)
Request to approve an agreement between The Villages of Lake-Sumter Inc. and the City of Fruitland Park, Florida to provide community police protection services at the Moyer Village Recreation Center within the Villages of Fruitland Park, and authorize the mayor and clerk to execute same.
- (c) **Traffic Signal Maintenance ILA – Lake County** (city manager/public works director)
Request to approve an interlocal agreement between Lake County, Florida a political subdivision of the State of Florida, hereinafter the “county”, and the City of Fruitland Park, a municipal corporation organized under the laws of the State of Florida, hereinafter the “city” for traffic signal maintenance, and authorize the mayor and the clerk to execute same.
- (d) **Resolution 2015-014 – Fire Special Assessment** (city manager)
A RESOLUTION OF CITY OF FRUITLAND PARK, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
- (e) **Villages of Fruitland Park Final Plat Submittal – Unit 33** (city manager/community development director)
Recommend approval of the final plat submittal for the Villages of Fruitland Park, Unit 33.
- (f) **First Reading - Ordinance 2015-016, Cemetery Fees** (city manager)
AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, AMENDING THE FEE AMOUNTS FOR CEMETERY SERVICES; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. (The second reading will be held on November 12, 2015.)

PUBLIC HEARING

- (g) **Second Reading – Ordinance 2015-015 Election Qualifying Period** (city attorney)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, AMENDING THE QUALIFYING PERIOD OF CANDIDATES FOR CITY OFFICE IN SECTION 34.01, CHAPTER 34 OF THE CODE OF ORDINANCES; PROVIDING FOR A PRIMARY ELECTION TO OCCUR CONCURRENT WITH THE STATEWIDE PRIMARY ELECTION AS SPECIFIED IN S. 100.061, *FLORIDA STATUTES*; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. (The first reading was held on September 22, 2015.)

END OF PUBLIC HEARING

- 6. NEW BUSINESS**
- 7. OFFICERS' REPORTS**
- (a) **City Manager**
 - (b) **City Attorney**
 - (c) **City Treasurer**
 - (d) **City Clerk**
- 8. COMMISSIONERS' COMMENTS**
- (a) **Commissioner Ranize**
 - (b) **Commissioner Lewis**
 - (c) **Vice Mayor Cheshire**
 - (d) **Commissioner Gunter, Jr.**
- 9. MAYOR'S COMMENTS**
- 10. ADJOURNMENT**

DATES TO REMEMBER

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

October 28, 2015 Lake-Sumter MPO Governing Board, 1616 S 14 St (US 27), Leesburg, FL 34748 at 2:00 p.m.

October 30, 2015, FIOG, Advanced IEMO, Embassy Suites Orlando North, 225 Shorecrest Dr, Altamonte Springs, FL 32701 at 8:00 a.m.

October 31, 2015, Trick or Trot, Fruitland Park Elementary School at 304 Fountain St, Fruitland Park, FL 34731

November 2, 2015, Parks, Recreation and Trails Advisory Board, Library Services Conference Room, 2401 Woodlea Road, Tavares, FL 32778 at 3:30 p.m.

November 11, 2015, Veterans Day, City Offices Closed

November 12, 2015, Regular Commission Meeting at 7:00 p.m.

November 13, 2015, Lake County League of Cities Board of Directors' Meeting, "Roundtable Discussion", Eustis Elks Lodge, 2540 Dora Avenue, Tavares, FL 32778 at 12:00 p.m.

November 17 and 18, 2015, 2016 Lake Legislative Days, Doubletree Hotel, 101 S Adams Street, Tallahassee, FL 32301 at 1:00 p.m.

November 19 and 20, 2015, FLC 55th Annual Legislative Conference (Policy Committees), Embassy Suites Orlando, Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, Florida, 34746, at 8:00 a.m.

November 26, 2015, Regular Commission Meeting - CANCELLED

November 26 and 27, 2015, Thanksgiving Holiday – City Offices Closed

December 4, 2015 Employee Christmas Dinner, New Life Presbyterian Church at 7:00 p.m.

December 10, 2015, Regular Commission Meeting at 7:00 p.m.

December 11, 2015 Hometown Christmas at 6:00 p.m.

December 11, 2015, Wrap-up, Lake Legislative Days 2015 and Penny Sales Tax Renewal

December 17, 2015 Joint Luncheon Meeting with Operation Bless Fruitland Park at

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.



AGENDA ITEM NUMBER 3

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Public Comments		
For the Meeting of:	October 22, 2015		
Submitted by:	Esther Coulson, City Clerk		
Date Submitted:	October 14, 2015		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	No		
Description of Item:	Reserved for members of the public to bring up matters of concern or opportunities for praise. Comments are limited to three (3) minutes unless otherwise permitted. (Resolution 2013-023 and 286.0114, F.S.)		
Action to be Taken:			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor



**AGENDA ITEM
NUMBER
4a**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Commission Meeting Minutes		
For the Meeting of:	October 22, 2015		
Submitted by:	Esther Coulson, City Clerk		
Date Submitted:	October 14, 2015		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item: Consideration and approval of the following meeting minutes:			
<ul style="list-style-type: none"> - July 23, 2015 workshop (attached) - July 23, 2015 regular (forthcoming) - August 3, 2015 budget workshop (forthcoming) - August 4, 2015 budget workshop (forthcoming), and - September 22, 2015 special (forthcoming) 			
Action to be Taken: Approve as submitted.			
Staff's Recommendation: Approval, if there are no amendments or corrections by the city commission.			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

**FRUITLAND PARK CITY COMMISSION WORKSHOP MEETING
MINUTES
July 23, 2015**

A workshop meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, July 23, 2015 at 6:00 p.m.

Members Present: Mayor Christopher Bell, Vice Mayor Christopher Cheshire, Commissioners John L. Gunter, Jr., Ray Lewis and Rick Ranize.

Also Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver, Interim Police Chief Lake County Sheriff's Office Captain Todd English; Fire Chief George Fernandez; Fire Department Tim Yoder, Community Development Director Charlie Rector, Public Works Director Dale Bogle, Parks and Recreation Director Michelle Yoder, Deputy City Treasurer Sue Parker, and City Clerk Esther B. Coulson.

1. CALL TO ORDER

Mayor Bell called the meeting to order at 6:02 p.m.

2. ROLL CALL

Mayor Bell requested that Ms. Coulson call the roll and a quorum was declared present.

3. ISBA

Mr. La Venia pointed out a meeting held on June 26, 2015 among Messrs. Rector, Greg Beliveau, LPG Urban and Regional Planners Inc., and himself, with a Villages district representative in attendance, regarding consideration of any objections to the Interlocal Service Boundary Agreement (ISBA). Mr. La Venia explained that the plan would allow the city to annex properties established throughout the ISBA's noncontiguous areas; noted that no objections were raised by the City of Leesburg and the Town of Lady Lake regarding the boundaries and jurisdictions, and referred to the only objection received from Lake County for fire coverage who indicated that the ISBA, that allows for noncontiguous annexation, would not be executed unless the City of Fruitland Park either retains a full time fire department with paramedic staffing on each shift or the county's preference to transfer the fire services to them.

Mr. La Venia stated that Mr. Beliveau and himself worked on the ISBA, consistent with what the other municipalities were doing; recognized that the city does not have an advance life support (ALS) rating, and noted the requirement for a fulltime appointed department where one member of staff could be a paramedic.

Mr. Rector relayed the concern that if the City of Fruitland Park was allowed to annex noncontiguous property, the city would be the first responder and the county would be the secondary responder backup or vice versa and if not in an annexed area, the county would be the first responder and the city would be the backup to the county.

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Mr. La Venia conveyed Mr. Beliveau's agreement with him noting the purpose of noncontiguous water, wastewater extensions and the unlikelihood of retaining an individual to explore the city's connection lines for improved services. He conveyed a property owner's discussion with developers to sell property which could be developed as a resort with the county signing off on same as contiguous annexation. Mr. La Venia pointed out discussions held regarding the costs of water and wastewater paid for by the developers where the city could annex additional properties at no cost to them; otherwise the city would need to provide the fire service and bring it up to ALS requirements by retaining paramedics, supply certain equipment, or enter into negotiations with the county to take control as the city is currently exploring options of a fire assessment fee.

Mr. La Venia referred to the county's concurrence with Mr. Beliveau's findings under the Land Development Regulations and agreed with Mr. Rector that the city does not require an ISBA as the city could continue to:

- annex with contiguous boundaries;
- review and determine how it would fund fire department services and full time staff in-house with ad valorem or fire assessment;
- analyze the county's fire department system and mirror the Town of Lady Lake's;
- receive guidance in going through the city's fire assessment process for The Villages which is separate;

Commissioner Gunter voiced his continued support for the city's fire department; suggested that Chief Fernandez obtain a cost estimate from the county on the costs per residential unit, and -- in recognizing the expenses involved -- addressed the need to consider a full time paid instead of a volunteer fire department.

Mr. Rector referred to discussions held with Messrs. La Venia and Beliveau regarding the value of the city's fire department equipment, the county's waiver of same for one or two years whereby the city would continue to collect impact fees, provided the equipment is used for the purpose towards the build-out of The Villages and negotiated down for fire department building as planned. Mr. Rector described the location of Spring Lake Fire Station and recognized the expansion available to meet its needs. He suggested the city build a station at a location suitable for the city or change where the city would no longer have fire impact fees but consider proceeding with public safety fees which will be a different amount.

Depending on the timing of the process and the citizens' requirement to pay fire assessment fees, Mr. Rector suggested that the equipment, during the transition period, could be contracted to the county who would pay the city to utilize same and the fire impact fees paid for by The Villages would be allocated towards building a fire station

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managed for the city; however, if the city is giving the equipment to the county, there would be no need for a station and the city would be required to sunset the fee.

After discussion, Ms. Geraci-Carver reiterated that the city would not be charged the direct assessment fee if it is not going to use the fire station building for capital improvement as the county could. She stated that the city commission would need to review utilizing the impact fee generated through the study where it would have an adjustment of the fees; if it is the city's intent to build the fire station, own it, and lease it to the county.

After discussion, Commissioner Ranize referred to the April 23, 2015 special city commission meeting regarding discussions about the Lake Emergency Medical Services Inc.'s Automated Vehicular Locator (AVL) system installed in emergency response vehicles and indicated that the \$326,000 figure presented to the city included allowance, maintenance, and fuel.

Commissioner Gunter requested that Ms. Geraci-Carver submit a letter to the county stating that the city is working on the fire assessment.

4. OTHER BUSINESS

There was no other business to come before the city commission at this time.

5. ADJOURNMENT

There being no further business to come before the city commission at this time, the meeting adjourned at 6:58 p.m.

The minutes were approved at the October 22, 2015 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Christopher Bell, Mayor



**AGENDA ITEM
NUMBER
4b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Senior Socials - New Life Presbyterian Church – Building User Agreement			
For the Meeting of:	October 22, 2015			
Submitted by:	City Manager/Parks and Recreation Director			
Date Submitted:	September 28, 2015			
Are Funds Required:		Yes	X	No
Account Number:				
Amount Required:				
Balance Remaining:				
Attachments:	Agreement			
Description of Item:	<p>Ratify a building user agreement between the City of Fruitland Park, Florida ("user") and New Life Presbyterian Church, Florida ("owner") to use the fellowship hall for the purpose of senior socials to become effective October 1, 2015 until September 30, 2017, and authorize the mayor to execute same. (Contingent upon the church's concurrence and the city attorney's approval. Consensus was reached at the October 15, 2015 workshop.)</p>			
Action to be Taken:	Approval.			
Staff's Recommendation:	Approval			
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

BUILDING USE AGREEMENT

This agreement by and between New Life Presbyterian Church at 201 LaVista Street, Fruitland Park, Florida 34731 ("owner") and the City of Fruitland Park ("user") will take effect on the first day of October 2015 and will continue until September 30 2017.

Whereas, the owner owns premises located at 201 LaVista St., Fruitland Park, Florida 34731 which is normally used for church activities and whereas, the user desires to use the fellowship hall for the purpose of senior socials, and whereas the owner has agreed to allow user to use the building provided that the following terms and conditions are met:

It is therefore agreed by and between the parties:

1. The owner agrees to let the user use the above described premises for the above described purpose on the second and fourth Wednesday of each month from 11:00 a.m. to 2:30 p.m. Marybeth Harvey (352) 988-4060 is the contact person for owner and Michelle Yoder (352) 771-3417 is the contact person for user to coordinate the details of usage.
2. There is no fee for the building usage.
3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
4. User agrees that it will not use the premises for any purposes that is contrary to the mission, purposes and belief of the owner, which is a biblically-based religious institution.
5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
6. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The user will provide a certificate of insurance to the owner on October 14, 2015. The certificate of insurance indicates that user has made owner an "additional insured" on user's policy with respect to the use by user of the above described premises.
7. User agrees to hold harmless, indemnify and defend owner (including owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for user's

purposes, regardless of whether such injury or damage results from the negligence of the owner (including owner's agents, employees and representatives) or otherwise.

- 8. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
- 9. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
- 10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
- 11. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the owner.
- 12. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process.
- 13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this _____ day of September, 2015

Owner

User

Signer's Name

Signer's Name

Position with Owner (title)

Position with User (title)



AGENDA ITEM NUMBER 4c
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AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Sale of Surplus Equipment		
For the Meeting of:	October 22, 2015		
Submitted by:	Gary La Venia City Manager/Esther Coulson City Clerk		
Date Submitted:	September 17, 2015		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Fixed asset sheets and inventory		
Description of Item: Miscellaneous equipment that are no longer used which will be advertised and subsequently available for public sale/auction at a future date. (Consensus was reached at the October 15, 2015 workshop.)			
Action to be Taken: Approve the sale of listed items that are no longer used.			
Staff's Recommendation: Approval.			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

QTY	TYPE	BRAND	MODEL
9	COMPUTERS	NEC	VERSA LXI
2	COMPUTERS	DELL	OPTIPLEX GX270
1	COMPUTERS	DELL	OPTIPLEX GX520
2	COMPUTERS	DELL	OPTIPLEX 320
11	COMPUTERS-LAPTOPS	DELL	
5	COMPUTER TOWERS	DELL	OPTIPLEX 755
2	KEYBOARD & MOUSE	LOGITECH	
3	KEYBOARD & MOUSE	DELL	
1	KEYBOARD	GIGAWARE	
1	KEYBOARD	MISC--NAME	
2 (SETS)	SPEAKERS	DELL	
2	COMPUTER SCREENS	DELL	
1	KEYBOARD	DELL	FULL SIZE
1	VIDEO SYSEM	OPV	UNKNOWN
1	PRINTER	HP	PHOTOSMART 7960
7	SURVIVALINK AED	FIRSTSAVE	9200D
1	CD DRIVE	TOSHIBA	DRIVE CASE
10	AIR CARDS	SIERRA WIRELESS	CDMA 550
10	AIR CARDS	NOVATEL	MERLIN S620
1	AIR CARDS	SIERRA WIRELESS	AIRCARD 580
1	AIR CARDS	NOVATEL	OVATION U727
1	AIR CARDS	SPRINT	TRI-FIS
2	LIGHTS	WHELEN	DM1SL
1	MICROPHONE	KENWOOD	DYNAMIC
1	MICROPHONE	KENWOOD	KMC-9
1	RADIO	MIDLAND	UNKNOWN
1	RADIO	KENWOOD	TK-780H-1
1	RADIO	KENWOOD	TK-790H
1	RADIO	KENWOOD	TK-760HG
1	CAMERA	SONY	CCD-TRV16 NTSC
1	CAMERA	SONY	CCD-TRV318 NTSC
1	CAMERA	SONY	CCD-TRV608 NTSC
1	CAMERA	SONY	CCD-TRV328
1	CAMERA	KODAK	VR35
2	CAMERA	POLAROID	SPECTRA SE
2	CAMERA	POLAROID	SUN 600
1	CAMERA	POLAROID	ONESTEP EXPRESS
2	CAMERA	SONY	MVC-FD75
1	CAMERA	MPH	VLT DVD PLUS
1	CAMERA	EAGLEYE	FIRST GEN
2	CAMERA	WATCHGUARD	DC1B OVERHEAD
1	CAMERA	SONY	DCR-DVD101
1	CAMERA	SONY	CCD-TRV57
1	CAMERA	SONY	CCD-TRV15
1	DISPLAY	NEC	

1	INTOXILIZER	INTOXILIZER	5000
1	RADAR	DECATUR	GENESIS II SELECT
5	RADAR	STALKER	ATR
1	RADAR	DECATUR	GENESIS HANDHELD
1	RADAR	STALKER	ATR
1	MIXER & PWR SUPPLY	EURORACK	MX3242X
1	BRACKET	HAVIS	
1	BRACKET	UNKNOWN	
1	SIREN	CODE3	3050
1	SPEAKER	SPECO	SPC-15
4	SPEAKERS (w brkts)	ATLAS	FAP 42T
1	CAMERA	IPT VISIONHAWN	
2	RECEIVERS	SHURE	
1	RECORDER-HC/DC	MARANTZ	CDR420
1	MICROPHONE	SHURE	SM58 / T2 TRANSMITTER
1	VIDEO RECORDER	SYMPHMIC	SL2860
1	VCR/DVD	MAGNAVOX	MWR20V6
1	VCR/DVD	EMERSON	U51451666
5	SAMSUNG	TABLETS	
4	APPLE	IPHONE 5S (Sprint compatible)	
150	HELMETS	T-BALL/LITTLE LEAGUE	ASSORTMENT/SIZES/COLOR
1	BADMITON NET W LEGS		
2	LG GARBAGE BAGS -CATCHERS EQUIPMENT		
1	SM SET METAL FRAME SOCCER GOAL (NO NET)		
1	MULTI USE CART		
1	PITCHING MACHINE (model & serial #'s -unreadable & scratched off)		
1	CALCULATOR		
1	ANTIQUUE FX TRANSMITTAL BASE (w/o phone)		

all "computers" DO NOT have harddrives & desktop units have no monitors



**AGENDA ITEM
NUMBER
5a**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Third Annual Wreaths Across America		
For the Meeting of:	October 22, 2015		
Submitted by:	Esther Coulson, City Clerk		
Date Submitted:	September 29, 2015		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item:	Request from John Gella Memorial Unit 219 Inc., American Legion Auxiliary to permit holding the 3 rd Annual "Wreaths Across America" at Shiloh Cemetery on Saturday, December 12, 2015 at 12 noon.		
Action to be Taken:	None.		
Staff's Recommendation:			
Additional Comments:	The event has been held for the last two years.		

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor



John Gella Memorial Unit 219, Inc.
American Legion Auxiliary
194 West Fountain Street
P O Box 904
Fruitland Park, FL 34731-0904
(352) 787-2338

September 29, 2015

The Honorable Chris Bell
Mayor of Fruitland Park
506 West Berckman Street
Fruitland Park, FL 34731

Dear Mayor Bell:

On behalf of John Gella Memorial Unit 219 of the American Legion Auxiliary, I would like permission from the City of Fruitland Park to hold the "3rd annual" Wreaths Across America at Shiloh Cemetery on Saturday, December 12, 2015. The ceremony, like hundreds of others across the nation, will be held at 12 noon.

We have been pleased with the event the last two years, and anticipate this year's to be just as nice.

I look forward to hearing from you. If you need more information and/or need me to attend a Commission Meeting, please let me know.

For God and Country,

Lucy McCann
President
(cell #610-417-6399)



**AGENDA ITEM
NUMBER
5b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	The Villages of Lake Sumter Inc. Agreement – Moyer Village Recreation Center Police Protection Services		
For the Meeting of:	October 22, 2015		
Submitted by:	City Manager/Parks and Recreation Director		
Date Submitted:	September 28, 2015		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Agreement		
Description of Item:	<p>Approve an agreement between The Villages of Lake-Sumter Inc. and the City of Fruitland Park, Florida to provide community police protection services at the Moyer Village Recreation Center within the Villages of Fruitland Park, and authorize the mayor and clerk to execute same.</p>		
Action to be Taken:	Approval.		
Staff's Recommendation:	Approval		
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

AGREEMENT

THIS AGREEMENT (“Agreement”), is made and entered into by and between **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter “The Villages”), and **CITY OF FRUITLAND PARK**, a municipal corporation organized under the laws of the State of Florida, whose address is 506 West Berckman Street, Fruitland Park, Florida 34731 (hereinafter “City”).

RECITALS

- A. The City is a municipality within the State of Florida authorized to provide police protection services within its incorporated boundaries.
- B. The Villages is in the process of developing and constructing approximately 2,000 residences within the City of Fruitland Park to be known as “Villages of Fruitland Park.”
- C. The City and The Villages believe that they would each benefit by having a City community police presence in the Villages of Fruitland Park, and enter into this Agreement in that regard.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. **PREMISES.** The Villages hereby agrees to provide to the City the exclusive use of that portion of the Moyer Village Recreation Center identified on *Exhibit “A”* as **Area A** (the “Premises”) and the non-exclusive use of the bathroom facilities identified in *Exhibit “A”* as **Area B**.
2. **TERM.** The term shall be for twenty-five (25) years and said term shall commence upon possession by the City.
3. **RENT.** City agrees to pay to The Villages rent for the Premises in advance, without demand, deduction or set off, for the entire term the sum of ONE AND 00/100 DOLLARS (\$1.00).
4. **USE.** City covenants that during the term of this Agreement, it will continually operate the City of Fruitland Park community police station, and for such other lawful purposes as may be incidental thereto. City shall, at its own cost and expense, obtain any and all licenses and permits necessary for any such use. City shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, including without limitation, ADA, OSHA, and Environmental Laws.
5. **PREMISE FURNISHINGS.** The City shall furnish the Premises with such furnishings and wall hangings as designated by The Villages.
6. **REPAIRS AND MAINTENANCE.** City shall, at its own cost and expense, keep and maintain the interior and non-structural portions of the Premises, as well as the separate HVAC

System servicing the Premises.

7. **SIGNS.** City shall have the right to install signs upon the Premises only when first approved in writing by The Villages and subject to any applicable governmental laws, ordinances, regulations and other requirements. City shall remove all such signs on or before the termination of this Agreement. Such installations and removals shall be made in such manner as to avoid injury to or defacement of the building and other improvements, and City shall repair any injury or defacement including without limitation discoloration, caused by such installation or removal.

8. **UTILITIES.** The Villages shall pay for all water, gas, heat, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or for the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto, and maintenance charges for utilities. The Villages shall in no event be liable for any interruption or failure of utility services on the Premises. The City shall be responsible for all costs related to the use of any police related equipment as well as all costs related to Information Technology (IT) by the City.

9. **PROHIBITED USES OF THE PREMISES.** The City agrees to not use the Premises for any use other than the uses set forth in Section 4 above without the prior written consent of The Villages. Specifically, the City agrees that it will not:

- A. Use of any portion of the Premises for a commercial activity;
- B. Use of any portion of the Premises to store, question or retain known or suspected law offenders;
- C. Create a sound level that disrupts the use of the Moyer Village Recreation Center;
- D. Install any antennae's, satellite dishes, etc without the prior written consent of The Villages; and
- E. Abandon possession of the Premises which is defined as not utilizing the Premises for five (5) days in a row unless the non-utilization is caused by some act of God or acts or actions or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-utilization. If the City abandons the Premises, The Villages may immediately terminate this Agreement by providing written notice to the City.

DEFENSE OF CLAIMS AND INSURANCE.

F. **Damage or Injury.** The Villages shall not be liable to City, and City hereby waives all claims against The Villages, for any damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises arising at any time and from any cause whatsoever, except to the extent caused by the willful negligence or willful misconduct of The Villages. City agrees to defend any claims, causes of action, liabilities, demands arising from City's occupancy of the Premises. This Paragraph 10.A. shall survive the termination of this Agreement with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

G. Insurance Coverages and Amounts. City shall, at all times during the term of this Agreement and at City's sole cost and expense, obtain and keep in force the insurance coverages and amounts set forth in this Paragraph 10.B. City shall maintain commercial general liability insurance, including contractual liability, broad form property damage liability, fire coverage, legal liability, premises and completed operations, and medical payments, with limits not less than one million dollars (\$1,000,000) per occurrence and aggregate, insuring against claims for bodily injury, personal injury and property damage arising from the use, occupancy or maintenance of the Premises. Any general aggregate shall apply on a per location basis.

H. Subrogation. City waives on behalf of all insurers under all policies of property insurance now or hereafter carried by City insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any such insurer might otherwise, if at all, have to any claims of City against The Villages. The Villages waives on behalf of all insurers under all policies of property insurance now or hereafter carried by The Villages insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any such insurer might otherwise, if at all, have to any claims of The Villages against City. City shall procure from each of the insurers under all policies of property insurance now or hereafter carried by City insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of City against The Villages as required by this Paragraph 10.C.

10. EVENTS OF DEFAULT. Failure of the City to comply with any term, provision or covenant of this Agreement which the City does not cure within twenty (20) days after written notice from The Villages to City shall be deemed to be an event of default under this Agreement.

11. REMEDIES. Upon the occurrence of any of such events of default described in Paragraph 11 hereof, The Villages shall terminate this Agreement, in which event City shall immediately surrender the Premises to The Villages.

12. MECHANIC'S LIENS. City shall have no authority, express or implied, to create or place any lien or encumbrance, of any kind or nature whatsoever upon, or in any manner to bind, the interest of The Villages in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with City, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to City by this instrument. City covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold The Villages harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of The Villages in the Premises or under the terms of this Agreement.

13. NOTICES. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the

United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

LANDLORD:

The Villages of Lake-Sumter, Inc. Attn: Gary L.
Moyer
1020 Lake Sumter Landing The Villages,
Florida 32162

TENANT:

City of Fruitland Park Attn: City
Manager
506 West Berckman Street Fruitland Park,
Florida 34731

If and when included within the term "The Villages," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to The Villages; if and when included within the term "City," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments City. All parties included within the terms "The Villages" and "City," respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

14. **APPLICABLE LAW.** This Agreement and the rights and obligations of the parties arising hereunder shall be construed in accordance with the laws of the State of Florida.

15. **EFFECTIVE DATE.** This Agreement shall become effective upon the execution by the City of Fruitland Park

WITNESSES:

THE VILLAGES:

Print Name: _____

THE VILLAGES OF LAKE-SUMTER, INC.

By: _____

Print Name: _____

Gary L. Moyer, Vice President

Dated this _____ day of _____, 2015.

CITY:

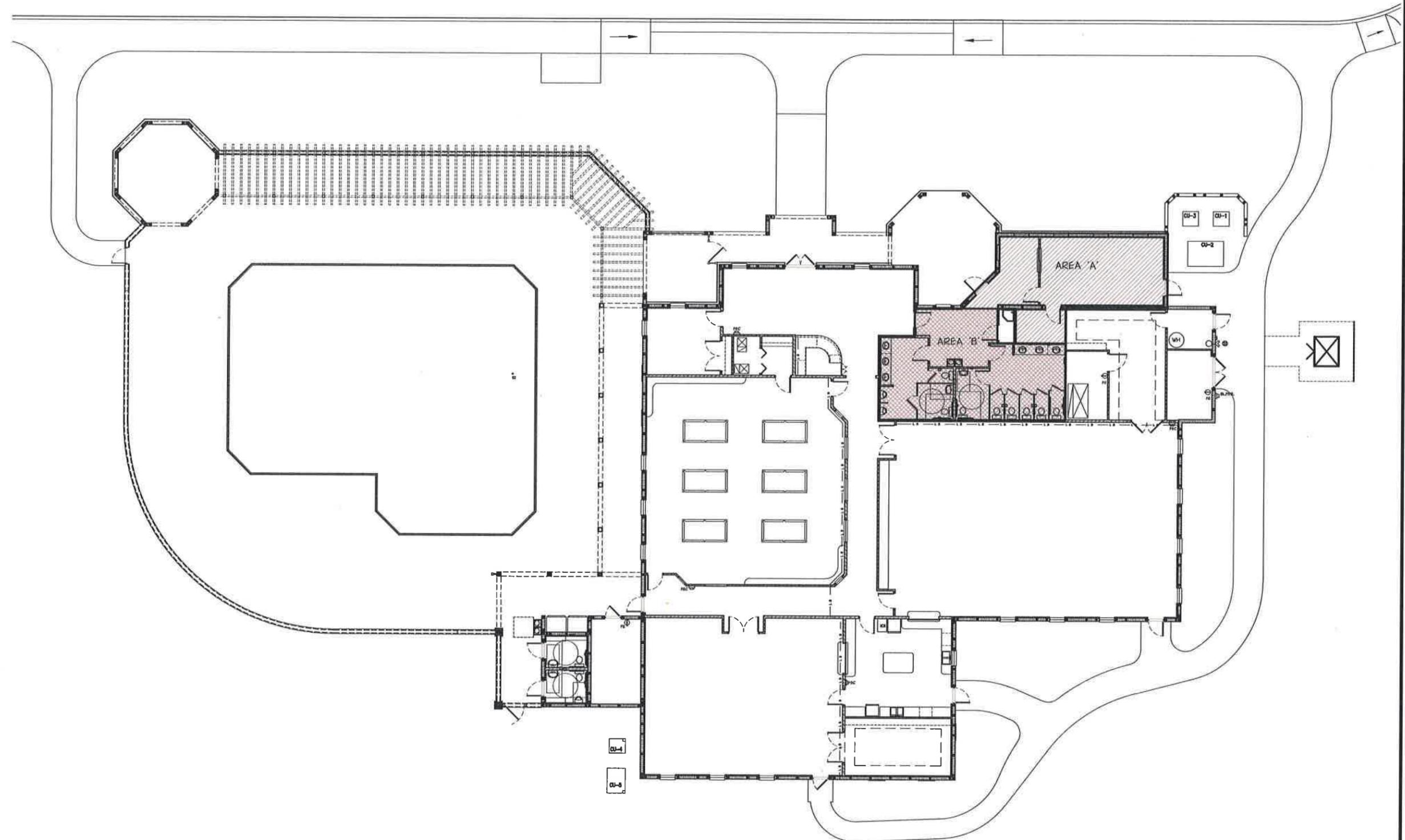
ATTEST:

CITY OF FRUITLAND PARK

Print Name: _____
Title: _____

Print Name: _____
Title: _____

Dated this ___ day of _____, 2015.



AREA 'A': 617 SF
 AREA 'B': 706 SF
 TOTAL: 1323 SF

MOYER VILLAGE RECREATION CENTER
 THE VILLAGES, FLORIDA
 09-09-15



**AGENDA ITEM
NUMBER
5c**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Traffic Signal Maintenance ILA		
For the Meeting of:	October 22, 2015		
Submitted by:	City Manager/Public Works Director		
Date Submitted:	October 12, 2015		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Agreement		
Description of Item:	Approve an agreement between Lake County and the City of Fruitland Park, Florida for traffic signal maintenance.		
Action to be Taken:	Approval.		
Staff's Recommendation:	Approval		
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND THE
CITY OF FRUITLAND PARK FOR
TRAFFIC SIGNAL MAINTENANCE**

This Interlocal Agreement is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Fruitland Park, a municipal corporation organized under the Laws of the State of Florida, hereinafter the "City," for traffic signal maintenance.

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, allows a public agency to exercise jointly with other public agencies any power, privilege or authority which such agencies share in common; and

WHEREAS, Section 125.01(p), Florida Statutes, authorizes the County to enter into agreements with other governmental agencies for performance of one unit on behalf of the other any of either agency's functions; and

WHEREAS, on September 10, 2013, the parties did enter into an Interlocal Agreement for Traffic Signal Maintenance; and

WHEREAS, the parties now desire to replace the existing agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Effective Date.** This agreement shall become effective on October 1, 2015.

3. **Term.** This agreement shall have a term of seven (7) years from the Effective date. This agreement shall thereafter renew annually until otherwise terminated in accordance herewith.

4. **County Obligations.**

A. The County will provide traffic signal maintenance, both planned and emergency for those signals identified in **Exhibit A**, attached hereto and incorporated herein by reference. Maintenance shall be in accordance with the most current repair manual, and in compliance with standards promulgated by the State Department of

Transportation pursuant to Section 316.0745, Florida Statutes. Additional devices may be added throughout the term of this Agreement by written memorandum executed by the County Manager or designee, and by the City Manager or designee.

B. The County will provide qualified employees to perform the maintenance needed, and will ensure that such qualified employees will be available at all times, day and night, and will maintain emergency response vehicles for use in performing emergency tasks.

C. In the event of major damage to the signal or its component parts which is beyond the County's ability to repair at the scene, the County shall have the option of restoring traffic control by switching the intersection to temporary flash mode until the equipment can be repaired or replaced.

D. In the event of damage of a catastrophic nature, or in the event of traffic signal, beacon, warning flasher or school flasher rebuild or repair, which is deemed to be beyond the County's maintenance capabilities, the County will employ the services of a contractor to effect the repairs. Selection of a contractor shall be at the County's sole discretion.

5. City's Obligations.

A. The City shall pay to the County the annual amount of **\$2,596.00** per signalized intersection and **\$534.67** per flashing beacon, warning flasher or school flasher intersection to cover the cost of maintenance, including parts and labor, to be billed annually. Such monies shall be remitted within thirty (30) days of receipt of an annual invoice from the County. The annual amount shall include monthly signal inspections, annual preventive maintenance routines, and planned and emergency maintenance. This amount shall **not** include repairs catastrophic in nature as set forth in section 4(D) above. Thereafter, the annual amount shall automatically increase by three percent (3%) upon each anniversary date of this Agreement.

C. The City shall be responsible for all other operational costs associated with such traffic signals, beacons, warning flashers, school flashers, or flashing beacons, including but not limited to electricity.

D. In the event of damage of a catastrophic nature, or in the event of traffic signal, beacon, warning flasher or school flasher rebuild or repair, which is deemed to be beyond the County's maintenance capabilities, the City shall reimburse the County for all charges levied by the County's contractor retained in accordance with section 4(D) above. The County will bill the City for these repairs at its cost and the City shall reimburse the County immediately upon receipt of such invoice.

E. The City shall provide to the County information regarding the installation of any new signals, beacons, warning flashers, or school flashers during the annual period, including signals, beacons, warning flashers or school flashers contained within

any area annexed by the City. Such information shall be given to the County before construction plans are approved, or the annexation is finalized, and the County shall retain the right of review and comment on the construction plans, or proposed annexation. The County shall automatically add such new signals, beacons, warning flashers and school flashers to this Agreement and the City shall include the new traffic signals, beacons, warning flashers, and school flashers when calculating the amount payable to the County under this Agreement. The amount payable shall be prorated for each traffic signals, beacons, warning flashers, school flashers, or flashing beacons as of the date of the device comes on-line, or the date the device is annexed, prior to the annual renewal hereof.

F. Beginning July 1, 2016, the Florida Department of Transportation (FDOT) will be reimbursing all jurisdictions in the amount of \$4,500.00 for each traffic signal that is interconnected with telecommunications and are monitored at a central location. The City recognizes that the County, at the County's sole cost and expense, did interconnect the signals identified in **Exhibit B**, attached hereto and incorporated herein by reference, with available telecommunications and does monitor such signals at a central location. Therefore, the City shall remit no later than July 31st each year to the County an additional **\$1,369.00**, per interconnected traffic signal per year. This amount is the difference between the \$4,500 allocated by FDOT for interconnected signals, and the \$3,131.00 that FDOT will reimburse for signals that are not interconnected. This amount shall be adjusted if the FDOT allocations for future fiscal years is adjusted, but the formula for such calculation shall remain the same.

6. Termination. This agreement may be terminated by either party without cause with one hundred twenty (120) days notice to the non-terminating party.

7. Notices. Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

COUNTY

Public Works Department
P.O. Box 7800
Tavares, Florida 32778

CITY

City Manager
506 W. Berckman Street
Fruitland Park, Florida 34731

Notice sent by facsimile transmission shall not be accepted.

8. Entire Agreement. It is mutually agreed that the entire agreement between the parties is contained herein, and that neither party has made any statement, promise or agreement, or taken upon itself any engagement whatsoever that it is not fully capable of honoring to its fullest.

9. **Prior Agreements.** The previous agreement entered into between the parties dated on or about September 10, 2013 shall be terminated effective September 30, 2015.

10. **Severability.** If any provision, condition, promise, or part of this agreement is found or held to be invalid, it is the intent of the parties that the remaining provisions are unaffected and will be honored by the parties. To this end, the provisions of this agreement are declared severable.

IN WITNESS HERETO, the parties to this agreement, by their signatures, have caused this agreement and all its parts, to be fully executed on the day and year hereinafter written.

COUNTY

ATTEST:

LAKE COUNTY, through its BOARD OF
COUNTY COMMISSIONERS

Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida

Jimmy Conner
Chairman

This ____ day of _____, 2015

Approved as to form and legality:

Sanford A. Minkoff, County Attorney

Interlocal agreement between Lake County, Florida and the City of Fruitland Park for Traffic Signal Maintenance.

CITY OF FRUITLAND PARK

Name: _____
Title: _____

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

EXHIBIT A: SIGNALS AND BEACONS

Fruitland Park Exhibit A With Interconnected Telecommunication Information

Cartegraph ID	Type	Major Road	Side Street A	Standard Rate	Additional for Interconnect w/ telecom 2016-17	Interconnected w/ telecom
FP-B-032	Beacon	CR 466A	CR 468	\$534.67		No
FP-S-390	Signal	THOMAS AV	Urlick	\$2,596.00		No
FP-S-031	Signal	US 27	PICCIOLA CUTOFF	\$2,596.00	\$1,369.00	Yes
FP-S-056	Signal	US 27	CR 25A (North DIXIE)	\$2,596.00	\$1,369.00	Yes
FP-SF-426	School Flasher	CR 25A	Fruitland Park Elem	\$534.67		No
FP-SF-427	School Flasher	CR 25A	Fruitland Park Elem	\$534.67		No
TOTAL EXHIBIT A				\$9,392.01		

EXHIBIT B: INTERCONNECTED TRAFFIC SIGNALS

Fruitland Park Exhibit B With Interconnected Telecommunication Information FY 2016-17

Cartograph ID	Type	Major Road	Side Street A	Additional for Interconnect w/ telecom 2016-17	Interconnected w/ telecom	NOTES
FP-S-031	Signal	US 27	PICCIOLA CUTOFF	\$1,369.00	Yes	On the FDOT system, interconnected with Telecommunication
FP-S-056	Signal	US 27	CR 25A (North DIXIE)	\$1,369.00	Yes	On the FDOT system, interconnected with Telecommunication
TOTAL EXHIBIT B				\$2,738.00		



**AGENDA ITEM
NUMBER
5d**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Fire Assessment Resolution 2015-014		
For the Meeting of:	October 22, 2015		
Submitted by:	City Manager		
Date Submitted:	October 13, 2015		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item:			
Adopt Resolution 2015-014 and notice of intent.			
A public notice has been scheduled to be published in the newspaper of general circulation during the weeks of:			
October 15-21, 2015 October 22-28, 2015 October 29 - November 4, 2015 November 5-11, 2015			
A public hearing to consider the resolution of intent adoption will be scheduled for November 12, 2015.			
Action to be Taken: Approval.			
Staff's Recommendation: Approval			
Additional Comments: By adopting the attached resolution, the city would reserving the right to use the tax bill collection method beginning in November of 2016.			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

RESOLUTION 2015--014

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY OF FRUITLAND PARK; STATING A NEED FOR SUCH LEVY; PROVIDING A LEGAL DESCRIPTION; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida (the “City”) is contemplating the imposition of non-ad valorem special assessments for the provision of fire services within the City beginning with Fiscal Year 2016-17; and

WHEREAS, the City intends to use the uniform method for collecting non-ad valorem assessments for the cost of providing fire services to property within the incorporated area of the City as authorized by section 197.3632, Florida Statutes, because this method will allow such special assessments to be collected annually commencing in November 2016, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as **Exhibit A** and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2016, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, for collecting non-ad valorem assessments for the cost of providing fire services. Such non-ad valorem assessments shall be levied within the incorporated area of the Town. A legal description of such area subject to the assessment is attached hereto as **Exhibit B** and incorporated herein by reference.

2. The City hereby determines that the levy of the assessments is needed to fund the cost of fire services within the incorporated area of the City.

3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Lake County Tax Collector, and the Lake County Property Appraiser by January 10, 2016.

4. This Resolution shall be effective upon adoption.

DULY ADOPTED this 12th day of November, 2015.

CITY OF FRUITLAND PARK, FLORIDA

Christopher J. Bell, Mayor

Attest:

Esther Coulson, City Clerk

Vice-Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading _____

Second Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

EXHIBIT A

PROOF OF PUBLICATION

[ATTACH PROOF OF PUBLICATION]

EXHIBIT B

LEGAL DESCRIPTION

Legal Description of the City of Fruitland Park, Florida



**AGENDA ITEM
NUMBER**

5e

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	VOFP - Unit Plat Approval		
For the Meeting of:	October 22, 2015		
Submitted by:	City Manager/Community Development Director		
Date Submitted:	October 14, 2015		
Are Funds Required:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes, VOFPP Unit 33 RAI Submittal, Plat Mylar		
Description of Item:			
Final plat – Villages of Fruitland Park, Unit			
Action to be Taken: Approve final plat for VOFPP Unit 33.			
Staff's Recommendation: Approval.			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular Consent agenda: _____
Mayor



October 14, 2015

Via Hand Delivery

Mr. Charlie Rector,
Community Development Director
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

RE: **VILLAGES OF FRUITLAND PARK UNIT NO. 33 – FINAL PLAT SUBMITTAL**
(FBA#921141.3082)

Dear Mr. Rector:

Enclosed please find the following with regards to the above-referenced record plat submittal.

1. Original Mylars
2. 7 full size copies of the final plat.
3. 7 full size copies of the Boundary Survey
4. Original executed restrictions.

BOOTH, ERN, STRAUGHAN & HIOTT comments- dated October 7, 2015

1. Original drawing black permanent drawing ink on film (0.003 inches minimum thickness). 177.091 (1) (check list item 1) *Not on mylar yet*

Signed mylar provided.

14. Permanent control points on the centerline of R.O.W. with appropriate symbol or designation (LB or LS number) within 1 (One) year or before bond expiration. 177.091 (8) (check list item 14)
Bonded

Bonded.

15. Monuments at lot corners – before the transfer of any lot or bond expiration. 177.091 (9) (check list item 15) *Bonded*

Bonded.

34. Location and width of existing easements identified in the Title Opinion. 177.091 (16) *The easement shown on Sheet 3 uses Official Records Book 323, page 152, depicting a 170-foot easement to Florida Power, This easement should have been the easement as recorded in Official Records Book 297, page 188 to Florida Power.*

Revised to O.R. Book 297, Page 188.

49. Show purpose of all areas dedicated on the Plat. 177.091 (25) Tract "A" should be removed from Note 10 (Sheet 1) and added to Note 12, as it is being used for storm water run off and retention.

Left on Note 10 and added an additional note to state for storm water retention.

54. Boundary Survey. 177.041 (check list item 54) *Not provided*

Provided with re-submittal.

CITY OF FRUITLAND PARK CHAPTER 157 SUBDIVISIONS CHECKLIST COMMENTS

- 22(E). Format of Drawings. The final plat shall be: On linen tracing cloth or stable base film a minimum of 0.003 inches thick coated upon completion with plastic material or a non-adhered scaled print on a stable base film made by photographic processes to ensure permanency;(check list item 22-E) *Not on mylar yet*

Signed mylar provided.

- 23(E). Information Required. (All information as required in Chapter 177.091, F.S.). The final plat shall contain: The date of preparation of the final plat and of any revisions; (check list item 23-E) *Not certified yet*

Date provided on final plat.

- 23(J). The initial point in the description shall be accurately tied to the nearest section corner, quarter section corner or governmental lot corner, and a certified corner record must be submitted to the Department of Natural Resources for such corner in accordance with Florida Statutes Section 177, part III; *No CCR was provided.*

This was previously provided with other Unit.

33. All signatures required shall be originals on the final plat and shall be made in permanent black ink. (check list item 33) *Not executed yet*

Executed mylar provided.

LPG URBAN & REGIONAL PLANNERS, INC. comments-

Staff recommends approval of the final plat.

Our understanding is this will be on the October 22, 2015 Commission Meeting. Should you have any questions or need additional information, please contact our office.

Sincerely,
FARNER, BARLEY & ASSOCIATES, INC.



Kaye M. Jameson, P.S.M.

KMJ/ns

encl.

cc: Rita Deitrich w/ letter only
File

**THE VILLAGES OF LAKE-SUMTER, INC.,
a Florida corporation**

TO THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

VILLAGES OF FRUITLAND PARK UNIT NO. 33, a subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book _____, Pages _____, of the Public Records of Lake County, Florida (the "Plat").

THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter referred to as "Developer"), the owner of all the foregoing described lands, does hereby impress on each Homesite in the Subdivision (and not upon any tracts within the Subdivision), the covenants, restrictions, reservations, easements and servitudes as hereinafter set forth:

1. DEFINITIONS:

As used herein, the following definitions shall apply:

1.1 **DEVELOPER** shall mean **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, its successors, designees and assigns.

1.2 **DISTRICT** shall mean the Village Community Development District No. 11, a community development district created pursuant to Chapter 190, Florida Statutes.

1.3 **HOME** shall mean a detached single family dwelling.

1.4 **HOMESITE** shall mean any plot of land shown upon the Plat of the Subdivision which bears a numerical designation, but shall not include tracts or other areas not intended for a residence.

1.5 **OWNER** shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Homesite within the Plat.

1.6 **SUBDIVISION** shall mean the land described on the Plat of the **VILLAGES OF FRUITLAND PARK UNIT NO. 33**.

2. COVENANTS, CONDITIONS AND RESTRICTIONS:

2.1 All Homesites included in the Subdivision shall be used for residential purposes only and shall be subject to the following specific residential use restrictions in addition to the general restrictions contained in the Declaration of Restrictions.

2.2 No building or structure shall be constructed, erected, placed or altered on any Homesite until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Developer. Each property owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District.

2.3 The Developer's approval or disapproval as required in these covenants shall be in writing. In the event that the Developer, or its designated representative fails to approve or disapprove plans and specifications submitted to it within thirty (30) days after such submission, approval will not be required.

2.4 There shall be only one Home on each Homesite. All Homes must have garages and be of at least 1240 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space. All Homes must be constructed with at least a 6" in 12" rise and run roof pitch. Homes constructed by Developer may deviate from the minimum square footage and roof pitch requirements detailed herein. The Home shall be a conventionally built Home and which must be placed on the Homesite and constructed by the Developer, or its designee, of a design approved by the Developer as being harmonious with the development as to color, construction materials, design, size and other qualities. Each Home must have eave overhangs and gable overhangs, and all roofing materials shall be approved by the Developer, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed. The Home shall be placed on a Homesite in conformance with the overall plan of the Developer. The Developer shall

have the sole right to build the Home on the Homesite and designate the placement of the access to the Homesite, at the sole cost and expense of the Owner.

2.5 After the Home has been constructed, no reconstruction, additions, alterations, or modifications to the Home, or in the locations and utility connections of the Home will be permitted except with the written consent of the Developer, or an architectural review committee appointed by the Developer. No Owner, other than Developer shall undertake any such work without the prior written approval of the plans and specifications thereof by the Developer or architectural review committee appointed by the Developer. The Developer or an architectural review committee designated by the Developer shall grant its approval only in the event the proposed work (a) will benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development thereof and (b) complies with the construction plans for the surface water management system pursuant to Chapter 40 D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

2.6 When a building or other structure has been erected or its construction substantially advanced and the building is located on any Homesite or building plot in a manner that constitutes a violation of these covenants and restrictions, the Developer or an architectural review committee appointed by Developer may release the Homesite or building plot, or parts of it, from any part of the covenants and restrictions that are violated. The Developer or the architectural review committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole judgment.

2.7 In an effort to protect limited natural resources, all Homesites shall remain finished with the same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by the Developer.

Notwithstanding: (a) the construction, installation, and maintenance of structures, additions, and other improvements to Owner's Homes and Homesites shall not be deemed a violation of the foregoing sentence if such improvements and activities are first approved by the Developer, in accordance with the other provisions set forth in this Declaration; and (b) Owners are encouraged to and may add and replace landscape that is more water-conservative and drought-tolerant than originally provided, however, any such alterations to areas visible from roadways or golf courses must receive the prior written approval from the Developer.

2.8 Each Home and Homesite must contain a concrete driveway, and a lamppost must be erected in the front yard of each Homesite.

2.9 All outside structures for storage or utility purposes must be permanently constructed additions in accordance with Section 2.4 and of like construction and permanently attached to the Home. No trucks in excess of 3/4 ton size, boats, or recreational vehicles shall be parked, stored or otherwise remain on any Homesite or street, except for (a) service vehicles located thereon on a temporary basis while performing a service for a resident or (b) vehicles fully enclosed in garages located on the Homesite. No vehicles incapable of operation shall be stored on any Homesite nor shall any junk vehicles or equipment be kept on any Homesite.

2.10 Properties within the Subdivision are intended for residential use and no commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite.

2.11 Owner recognizes that lakes, ponds, basins, retention and detention areas, marsh areas or other water related areas (hereafter, "Water Features") within or outside of the Subdivision are designed to detain, or retain stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, the Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within such Water Features at any given time is also subject to naturally occurring events such as drought, floods, or excessive rain. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level.

2.12 Owners shall keep their Homesites neat and clean and the grass cut, irrigated and edged at all times. The Homesite Owner shall have the obligation to mow and maintain the unpaved area between an adjacent roadway or walkway located in the road right of way and the Owner's Homesite. Persons owning Homesites adjacent to a land use or landscape buffer, or a wildlife preserve, shall have the obligation to mow and maintain all areas between their Homesite lot line and the land use or landscape buffer, and between their Homesite lot line and the board fence on the adjoining wildlife preserve, even though they may not own that portion of the land. The Owners of Homesites subject to a Water Feature Landscaping Easement and Owners of Homesites subject to a Special Easement for Landscaping shall perpetually maintain the easement area and will not remove or destroy any landscape or fencing thereon originally installed by the Developer without the Developer's advance written approval, and will promptly replace all dead foliage located therein. Additionally, for those Owners of Homesites

adjoining perimeter security walls, gates, or fences originally constructed by the Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls, gates, and fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area. Where a wall, gate, or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and the structural integrity of the wall, gate, or fence shall be shared among the respective Owners served by such wall, gate or fence. Such Owners are encouraged to maintain the perimeter security walls, gates, and fences in a cooperative and uniform manner with the adjacent Homesite Owners so as to present to the public a uniform and well-maintained appearance of the Subdivision as a whole. The Homesite Owner must contact the Developer or the architectural review committee for paint specifications. Owners of Homesites adjoining stack block walls, perimeter security walls, landscaped buffers or fences shall maintain up to such wall, buffer or fence whether or not such area is within or outside of the Homesite. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer, but the Developer shall not be obligated to perform such work, and the cost shall be charged to the Owner.

2.13 Except as originally constructed by the Developer, no driveways, walkways, carpaths or access shall be located on or permitted to any road right-of-way, walkway or carpath.

2.14 No building or other improvements shall be made within the easements reserved by the Developer without prior written approval of Developer.

2.15 Except as permitted in the Development Orders entered into in connection with the Villages of Fruitland Park, a Development of Regional Impact, no person may enter into any wildlife preserve set forth within the areas designated as such in those Development Orders.

2.16 No sign of any kind shall be displayed to public view on a Homesite or any dedicated or reserved area without the prior written consent of the Developer, except customary name and address signs and one sign advertising a property for sale or rent which shall be no larger than twelve (12) inches wide and twelve (12) inches high and which shall be located wholly within the Home and only visible through a window of the Home. Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.

2.17 Aerials, satellite reception dishes, and antennas of any kind are prohibited within the Subdivision to the extent allowed by law. The location of any approved device will be as previously approved by the Developer in writing.

2.18 No arbor, trellis, gazebo, pergola (or similar item), awning, fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval of the Developer. Permission must be secured from the Developer prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent property owners. No tree with a trunk four (4) inches or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Developer.

2.19 Except as provided above, exterior lighting must be attached to the Home and shaded so as not to create a nuisance to others. No other light poles may be erected.

2.20 Developer reserves the right to enter upon Homesites at all reasonable times for the purposes of inspecting the use of the Homesite and for the purpose of maintaining utilities located thereon.

2.21 Each Owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 PM to one (1) hour before daylight.

2.22 The Developer reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivision.

2.23 Birds, fish, dogs and cats shall be permitted, with a maximum of two (2) pets per Homesite. Each Owner shall be personally responsible for any damage caused to dedicated or reserved areas by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet and shall be responsible to keep such pet on a leash. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Homesite or on dedicated or reserved areas.

2.24 The Subdivision is an adult community designed to provide housing for persons 55 years of age or older. All Homes that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen (19) years of age may be a permanent resident of a Home, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. The Developer or its designee in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of nineteen (19) and fifty-

five (55) to permanently reside in a Home even though there is not a permanent resident in the Home who is fifty-five (55) years of age or over, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Homesites in the Subdivision having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Developer shall establish rules, regulations policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Developer or its designee shall have the sole and absolute authority to deny occupancy of a Home by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency may be further defined in the Rules and Regulations of the Subdivision as may be promulgated by the Developer or its designee from time to time. All residents shall certify from time to time as requested by the Developer, the names and dates of birth of all occupants of a Home.

2.25 The hanging of clothes or clotheslines or poles is prohibited to the extent allowed by law.

2.26 Window air-conditioners are prohibited and only central air-conditioners are permitted.

2.27 The Developer reserves the right to establish such other reasonable rules and regulations covering the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of this Subdivision, all of which apply equally to all of the parties in the Subdivision. The rules and regulations shall take effect within five (5) days from the sending of a notice to an Owner.

2.28 If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence and walls in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within eight (8) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of these restrictions.

3. EASEMENTS AND RIGHTS-OF-WAY:

3.1 Easements and rights-of-way in favor of the Developer are hereby reserved for the construction, installation and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 ½) foot width along the rear lines, a ten (10) foot width along the front line, and a five (5) foot width along the side lot lines of every Homesite, and further, all such utilities and facilities located in the easement along the front Homesite line shall be flush with, or below grade. The foregoing restrictions shall not prohibit above grade utilities and facilities in those areas of the front yard easement that are also burdened by side yard easements reserved herein. Such easements along the rear Homesite lines shall also permit a community development district to enter upon such easement area to maintain the security wall on the Homesite or the adjoining property. Developer reserves the right to remove, relocate, or reduce such easements by recording in the Public Records of Lake County, Florida an amendment to this Declaration which is duly executed by Developer. Developer contemplates putting H.V.A.C. and similar equipment within the easement area. Utility providers utilizing such easement area covenant, as a condition of the right to use such easement, not to interfere or disturb such equipment installed within the easement area. All utility providers are responsible for repairing the grading and landscape being disturbed pursuant to any utilization of such easements.

3.2 Developer reserves the right to extend any streets or roads in said Subdivision or to create new streets or roads, but no other person shall extend any street or create any new street over any Homesite and no Homesite may be used as ingress and egress to any other property.

3.3 No owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and recorded plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District Brooksville Regulation Department, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District and if such maintenance of designated flow paths is not properly undertaken by Owner, then the District may enter onto the Homesite and reconstruct the intended flow pattern and assess the Owner for such expense. Owners of Homesites subject to a Special Easement for Landscaping, as shown on the Plat or described in Section 3.1 above, shall perpetually maintain the vegetation located thereon, consistent with good horticultural practice. No owner of a Homesite which is subject to a Special Easement for Landscaping shall take any action to prevent the Landscaped Buffer from complying with the provisions of the Development Order and those provisions of the Lake County Subdivision regulations requiring Landscaped Buffer areas.

4. SERVICES TO BE PERFORMED BY DEVELOPER, THE DISTRICT, OR THEIR DESIGNEES OR ASSIGNEES AND THE CONTRACTUAL AMENITIES FEE.

4.1 **Contractual Amenities Fee.** The Developer or its designee shall perpetually provide the recreational facilities.

(a) Each Owner hereby agrees to pay to the Developer, or its designee, a monthly fee or charge ("Contractual Amenities Fee") against each Homesite for these services described herein, in the amount per month set forth in the Owner's deed. The Contractual Amenities Fee set forth is limited to the Owner named therein. In the event the Owner(s) transfer, assign or in any manner convey their interest in and to the Homesite and/or Home, the New Owner(s) shall be obligated to pay the prevalent Contractual Amenities Fee that is then in force and effect for new Owners of Homesites in the most recent addition or unit of the VILLAGES OF FRUITLAND PARK.

(b) The monthly Contractual Amenities Fee set forth herein is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor ("Index"). The month of sale shall be the date of the Contract for Purchase of the Homesite. There shall be an annual adjustment in the monthly Contractual Amenities Fee. The adjustment shall be proportional to the percentage increase or decrease in the Index. Each adjustment shall be in effect for the intervening one year period. Adjustments not used on any adjustment date may be made any time thereafter.

(c) Each Owner agrees that as additional facilities are requested by the Owner, and the erection of such additional facilities is agreed to by the Developer, that upon a vote of $\frac{1}{2}$ of the Owners approving such additional facilities and commensurate charges therefore, the monthly Contractual Amenities Fee provided for herein shall be increased accordingly. For the purpose of all votes, the Developer shall be entitled to one (1) vote for each Homesite owned by the Developer.

(d) The Contractual Amenities Fee for services described above, shall be paid to the Developer, or its designee each month and said charges once in effect will continue from month to month whether the Owner's Homesite is vacant or occupied.

(e) Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mortgage upon the Homesite of the Owner, which lien shall have priority as of the recording of this Declaration, and is superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall be perfected by recording in the Public Records a Notice of Lien or similarly titled instrument and shall secure the payment of all monies due the Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, the Developer shall be entitled to recover reasonable attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a Homesite and the improvements thereon, granted by an Owner to a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company.

(f) Purchasers of Homesites, by the acceptance of their deed, together with their heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charges set forth herein; and acceptance of deed shall further indicate approval of the charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational areas, security facilities, or dedicated or reserved areas, and in view of all the other benefits to be derived by the Owners as provided for herein.

(g) Purchasers of Homesites further agree, by the acceptance of their deeds and the payment of the purchase price therefore, and acknowledge that the purchase price was solely for the purchase of their Homesite or Homesites, and that the owners, their heirs, successors and assigns, do not have any right, title or claim or interest in and to the recreational areas, security facilities, dedicated or reserved areas or facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Homesites, it being specifically agreed that, (1) the Developer, its successors and assigns, is the sole and exclusive owner of the areas and facilities, and (2) the Contractual Amenities Fee is a fee for services and is in no way adjusted according to the cost of providing those services.

(h) Developer reserves the right to enter into a Management Agreement with any person, entity, firm or corporation to maintain and operate the portions of the Subdivision in which the Developer has undertaken an obligation to maintain, and for the operation and maintenance of the recreational areas, security facilities, and dedicated or reserved areas. Developer agrees, however, that any such contractual agreement between the Developer and a third party shall be subject to all of the terms, covenants and conditions of this Declaration. Upon the execution of any Management Agreement, Developer shall be relieved of all further liability hereunder.

4.2 **Water Resources.** In order to preserve, conserve and efficiently utilize precious water resources, all Homes within the Subdivision have been designed and constructed with two completely separate water systems. One system provides strictly irrigation water and the other system provides potable water for drinking and all other uses.

(a) **Potable water and wastewater utility systems.** All Homes will contain modern plumbing facilities connected to the wastewater and potable water systems provided by Central Sumter Utility Company, LLC, a Florida limited liability company, its successors and assigns (“CSU”). Upon acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner hereby agrees to pay for water and sewer services provided by CSU. The charges for such services shall be billed and paid on a monthly basis. Private wells are prohibited.

(b) **Irrigation Water Utility Systems.** Sumter Water Conservation Authority, LLC, a Florida limited liability company, its successors and assigns (“SWCA”), is the provider of all irrigation water within the Subdivision. Upon acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner hereby agrees to pay for irrigation water services provided by SWCA. The charges for such services shall be billed and paid on a monthly basis. Owners are prohibited from utilizing or constructing private wells or other sources of irrigation water within the Subdivision. Potable water may not be used for irrigation, except that supplemental irrigation with potable water is limited to annuals and the isolated treatment of heat stressed areas. All supplemental irrigation utilizing potable water must be done with a hose with an automatic shutoff nozzle. Use of sprinklers on a hose connection is not permitted.

(i) **Irrigation Use Only.** The irrigation water provided by SWCA is suitable for irrigation purposes only. The irrigation water can not be used for human or pet consumption, bathing, washing, car washing or any other use except for irrigation. Owners covenant to ensure that no one on the Homesite uses irrigation water for any non-irrigation purpose. The Owner agrees to indemnify and hold the Developer, SWCA, and their officers, directors, and related entities harmless from any injury or damage resulting in whole or in part from the use of irrigation water or the irrigation system in a manner prohibited by Section 4.2(b).

(ii) **Operation of the Irrigation System.** The irrigation water distribution system is not a water on demand system. Upon purchasing a Home from Developer, Owner will receive a schedule of dates and times during which irrigation water service will be available for the Homesite (“Irrigation Water Service Schedule”). The Irrigation Water Service Schedule shall continue unaltered until such time as Owner is notified of changes to the Irrigation Water Service Schedule with Owner’s monthly bill for irrigation water service or otherwise. The Irrigation Water Service Schedule shall be determined solely by SWCA, based upon many factors including environmental concerns and conditions, recent precipitation, and any water restrictions that may be instituted.

The Owner of the Homesite shall regulate the irrigation water service to the Homesite and will be responsible for complying with the Irrigation Water Service Schedule. If Owner repeatedly fails to comply with the Irrigation Water Service Schedule, SWCA may enter onto the Homesite, over and upon easements hereby reserved in favor of SWCA, and install a control valve to compel Owner’s compliance with the Irrigation Water Service Schedule, with all costs related thereto being charged to Owner.

If new landscaping is installed on a Homesite, the Owner may allow additional irrigation water service at the Homesite to supplement the Irrigation Water Service Schedule (“Supplemental Irrigation Water Service”), during the grow-in period, which is typically thirty (30) days. Supplemental Irrigation Water Service at a Homesite may not exceed thirty (30) minutes of irrigation water service per day, during the grow-in period, in addition to the Irrigation Water Service Schedule. SWCA reserves the right to suspend Supplemental Irrigation Water Service at Homesites. Unless the Owner is notified of suspension or termination of the Supplemental Irrigation Water Service, Owner need not notify SWCA of their intention to utilize Supplemental Irrigation Water Service.

(iii) **Ownership and Maintenance.** The Owner of a Homesite shall own and maintain the irrigation water distribution system downstream from the water meter measuring the amount of irrigation water supplied to the Homesite. SWCA shall own and maintain the irrigation water supply system upstream from, and including, the water meter measuring the amount of irrigation water supplied to the Homesite (the “SWCA Water Supply System”). Prior to commencing any underground activity which could damage the SWCA Water Supply System, the Owner shall contact SWCA to determine the location of the SWCA Water Supply System. Any damage to the SWCA Water Supply System shall be repaired by SWCA at the sole cost of the Owner.

(iv) **Identification of Irrigation System.** The irrigation water distribution pipes are color-coded for identification with Pantone Purple 522C, which is lavender in color, or a similar colorant. Owner hereby covenants and agrees not to paint any portion of the Owner’s Irrigation System so as to obscure the color-coding.

4.3 **Solid Waste Disposal**

(a) To maintain the Subdivision in a clean and sanitary condition and to minimize heavy commercial traffic within the Subdivision, garbage and trash service shall be provided by Developer or Developer's designee, and the charges therefore shall be paid separately by each Owner. Owner agrees that garbage and trash service shall commence on the closing date the Owner purchases Owner's Homesite and Home. Owner acknowledges that garbage and trash service is provided, and the fee for such service is payable, on a year-round basis regardless of use or occupancy. Developer reserves the right to require all Owners to participate in a curbside recycling program if and when one is instituted.

(b) Prior to being placed curbside for collection, no rubbish, trash, garbage, or other waste material shall be kept or permitted on any Homesite or on dedicated or reserved areas except in sanitary containers located in appropriate areas concealed from public view.

(c) Once placed curbside for collection, all garbage will be contained in plastic bags prescribed by the Developer and placed curbside no earlier than the day before scheduled pick-up.

4.4 **Mailboxes.** Individual mailboxes may not be located upon a Homesite. Mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by the Developer at a one time charge of \$190.00 per box, payable at the time of the initial sale of the Homesite from Developer to Owner.

4.5 **District.** The District will provide maintenance for the Tracts conveyed to the District pursuant to the Plat of the Subdivision.

5. **ENFORCEMENT:**

All Owners shall have the right and duty to prosecute in proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or reservations, either to prevent him or them from so doing, or to recover damages or any property charges for such violation. The cost of such proceedings, including a reasonable attorney's fee, shall be paid by the party losing said suit. In addition, the Developer shall also have the right but not the duty to enforce any such covenants, conditions or reservations as though Developer were the Owner of the Homesite, including the right to recover reasonable attorney's fees and costs. Developer may assign its right to enforce these covenants, conditions or reservations and to recover reasonable attorney's fees and costs to a person, committee, or governmental entity.

6. **INVALIDITY:**

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

7. **DURATION:**

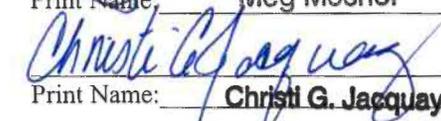
The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, or any Owner until the first day of January 2045 (except as elsewhere herein expressly provided otherwise). After the first day of January 2045, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or in part, said covenants, restrictions, reservations and servitude.

8. **AMENDMENTS:**

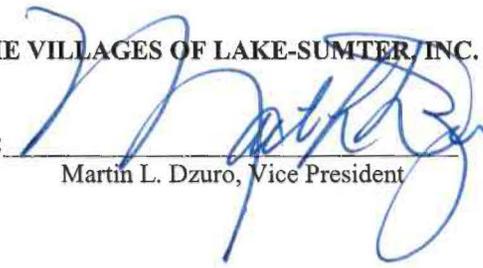
The Developer shall have the right to amend the Covenants and Restrictions of this Declaration from time to time by duly recording an instrument executed and acknowledged by the Developer in the public records of the county where the Subdivision is located.

DATED this 13th day of October, 2015.

WITNESSES:


Print Name: Meg Mosher

Print Name: Christi G. Jacquay

THE VILLAGES OF LAKE-SUMTER, INC.

By: 
Martin L. Dzuro, Vice President

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing Declaration of Restrictions was acknowledged before me this day 13th of October, 2015, by **Martin L. Dzuro** as Vice President and on behalf of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, who is personally known to me and who did not take an oath.

Christi G. Jacquay
NOTARY PUBLIC- STATE OF FLORIDA
Print Name of Notary Public: Christi G. Jacquay
My Commission Expires: _____
Serial/Commission Number: _____



THIS INSTRUMENT PREPARED BY:

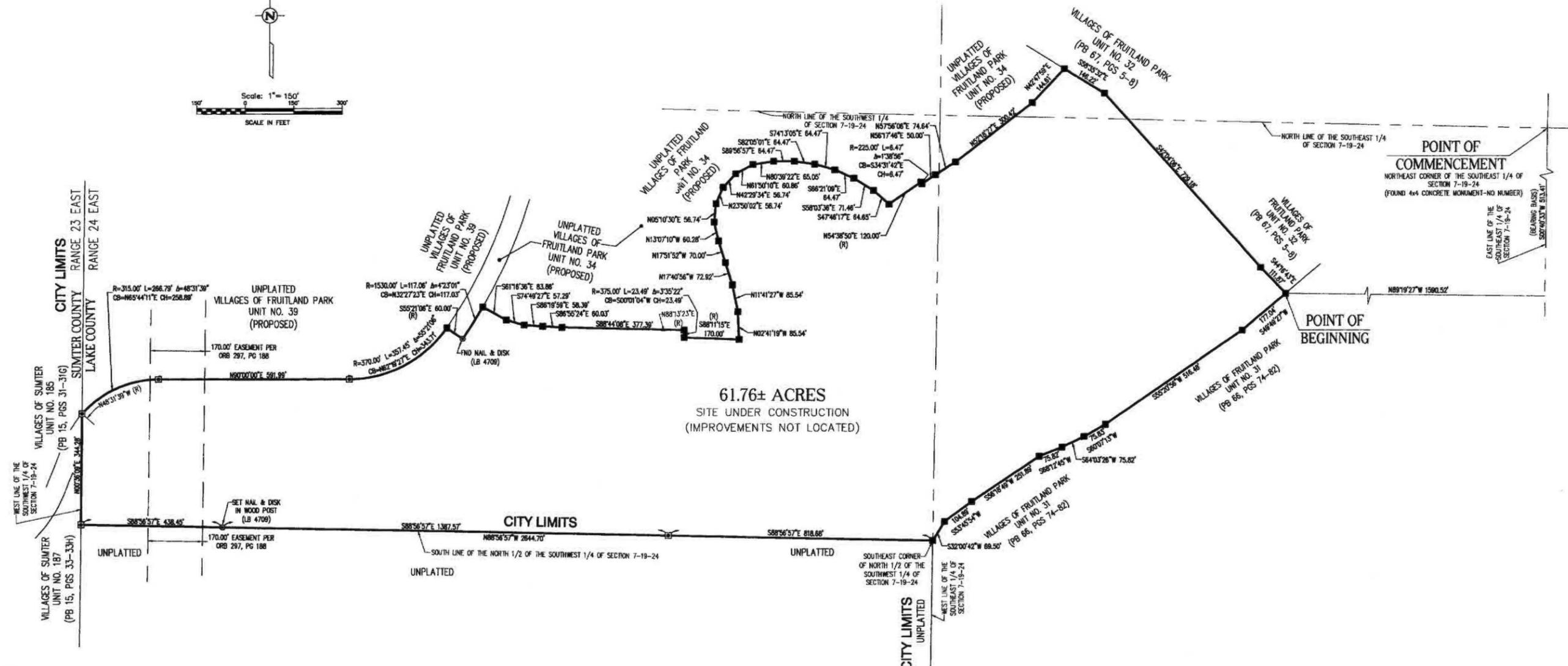
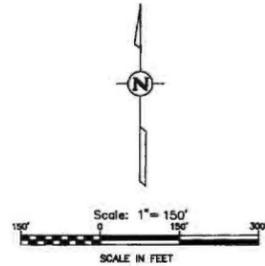
Erick D. Langenbrunner, Esq./cj
McLin Burnsed
PO Box 1299
The Villages, Florida 32158-1299

RETURN TO:

Martin L. Dzuro, PSM
Dzuro & Associates
1045 Lake Sumter Landing
The Villages, Florida 32162

O:\User\TR\VLS\Restrictions\Villages of Fruitland Park\Unit 33 Final.wpd
Revised: October 8, 2015
Printed: October 8, 2015

BOUNDARY SURVEY



61.76± ACRES
SITE UNDER CONSTRUCTION
(IMPROVEMENTS NOT LOCATED)

POINT OF COMMENCEMENT
NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 7-19-24
(FOUND 4x4 CONCRETE MONUMENT-NO NUMBER)

POINT OF BEGINNING

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET (LB #700), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET (LB #700)
- INDICATES P.M. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) (LB #700) (SET)
- INDICATES 5/8" IRON PIN AND CAP (SET)
- INDICATES CONCRETE MONUMENT
- INDICATES PERMANENT REFERENCE MARKER
- INDICATES PERMANENT CONTROL POINT
- INDICATES PLAT
- INDICATES MEASUREMENT
- INDICATES CALCULATED
- INDICATES FOUND
- INDICATES IDENTIFICATION
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- INDICATES ARC LENGTH
- INDICATES CHORD LENGTH
- INDICATES CHORD BEARING
- INDICATES RADIUS LENGTH
- INDICATES CENTERLINE
- INDICATES PROFESSIONAL SURVEYOR AND MAPPER
- INDICATES PROFESSIONAL LAND SURVEYOR
- INDICATES REGISTERED LAND SURVEYOR
- INDICATES BOUNDARY LINE
- INDICATES LICENSED BUSINESS
- INDICATES POINT OF COMMENCEMENT
- INDICATES POINT OF BEGINNING
- INDICATES OFFICIAL RECORD BOOK
- INDICATES RIGHT-OF-WAY
- INDICATES NON-TANGENT
- INDICATES POINT OF CURVATURE
- INDICATES POINT OF CURVATURE CURVATURE
- INDICATES POINT OF REVERSE CURVATURE
- INDICATES POINT OF TANGENCY
- INDICATES OVERHEAD POWER
- INDICATES AIR CONDITIONER
- INDICATES UTILITY POLE
- INDICATES SET MARKER
- INDICATES LIGHT POLE
- INDICATES ELECTRICAL METER
- INDICATES TELEPHONE METER
- INDICATES WATER METER
- INDICATES WELL
- INDICATES BARBED WIRE FENCE
- INDICATES WOOD BOARD FENCE
- INDICATES CHAIN LINK FENCE
- INDICATES BENCHMARK

NOTES

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO THE PARTIES NAMED HEREON.
3. THERE ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE ON THE GROUND OTHER THAN SHOWN HEREON.
4. THE DESCRIPTION WAS CREATED FOR THIS SURVEY.
5. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING S00°40'33"W.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
7. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD.

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN SECTION 7, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE S00°40'33"W ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 513.41 FEET; THENCE DEPARTING SAID EAST LINE RUN N89°19'27"W, 1,590.52 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE BOUNDARY OF VILLAGES OF FRUITLAND PARK UNIT NO. 31 AS RECORDED IN PLAT BOOK 66, PAGES 74 THROUGH 82, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) COURSES: S49°49'27"W, 177.04 FEET; THENCE S55°20'56"W, 516.48 FEET; THENCE S60°07'13"W, 75.83 FEET; THENCE S64°03'26"W, 75.82 FEET; THENCE S68°12'45"W, 75.82 FEET; THENCE S56°18'49"W, 251.89 FEET; THENCE S53°45'54"W, 104.89 FEET; THENCE S32°00'42"W, 69.50 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE DEPARTING BOUNDARY OF SAID VILLAGES OF FRUITLAND PARK UNIT NO. 31 RUN N88°56'57"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7 A DISTANCE OF 2,644.70 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE N00°36'09"E, ALONG THE SAID WEST LINE A DISTANCE OF 344.28 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 315.00 FEET, AND A CHORD BEARING AND DISTANCE OF N65°44'11"E, 258.89 FEET TO WHICH A RADIAL LINE BEARS N48°31'39"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°31'39", AN ARC DISTANCE OF 266.79 FEET TO THE POINT OF TANGENCY; THENCE N90°00'00"E, 591.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 370.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°21'06", AN ARC DISTANCE OF 357.45 FEET; THENCE S55°21'06"E, ALONG A RADIAL LINE, 60.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 1,530.00 FEET, AND A CHORD BEARING AND DISTANCE OF N32°27'23"E, 117.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°23'01", AN ARC DISTANCE OF 117.06 FEET; THENCE ALONG A NON-TANGENT LINE RUN S61°16'36"E, 83.86 FEET; THENCE S74°49'27"E, 57.29 FEET; THENCE S86°19'59"E, 58.39 FEET; THENCE S86°55'24"E, 60.03 FEET; THENCE S88°44'08"E, 377.39 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 375.00 FEET, AND A CHORD BEARING AND DISTANCE OF S00°01'04"W, 23.49 FEET TO WHICH A RADIAL LINE BEARS N88°13'23"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°35'22", AN ARC DISTANCE OF 23.49 FEET; THENCE S88°11'15"E, ALONG A RADIAL LINE, 170.00 FEET; THENCE N02°41'19"W, 85.54 FEET; THENCE N11°41'27"W, 85.54 FEET; THENCE N17°40'56"W, 72.92 FEET; THENCE N17°51'52"W, 70.00 FEET; THENCE N13°07'10"W, 60.28 FEET; THENCE N05°10'30"E, 56.74 FEET; THENCE N23°50'02"E, 56.74 FEET; THENCE N42°29'34"E, 56.74 FEET; THENCE N61°50'10"E, 60.86 FEET; THENCE N80°39'22"E, 65.05 FEET; THENCE S89°56'57"E, 64.47 FEET; THENCE S82°05'01"E, 64.47 FEET; THENCE S74°13'05"E, 64.47 FEET; THENCE S66°21'09"E, 64.47 FEET; THENCE S58°03'36"E, 71.46 FEET; THENCE S47°46'17"E, 64.65 FEET; THENCE N54°38'50"E, 120.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 225.00 FEET, AND A CHORD BEARING AND DISTANCE OF S34°31'42"E, 6.47 FEET TO WHICH A RADIAL LINE BEARS N54°38'50"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°38'56", AN ARC DISTANCE OF 6.47 FEET; THENCE N56°17'46"E, ALONG A RADIAL LINE, 50.00 FEET; THENCE N57°56'08"E, 74.64 FEET; THENCE N52°18'27"E, 300.42 FEET; THENCE N42°47'59"E, 144.61 FEET TO A POINT ON THE BOUNDARY OF VILLAGES OF FRUITLAND PARK UNIT NO. 32 AS RECORDED IN PLAT BOOK 67, PAGES 5 THROUGH 8, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: S58°53'32"E, 146.22 FEET; THENCE S42°04'08"E, 729.18 FEET; THENCE S44°16'43"E, 111.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.76 ACRES, MORE OR LESS.

CERTIFIED TO:
THE VILLAGES OF LAKE-SUMTER, INC.
MCLIN & BURNSIDE, PA

Kyle M. Jones
KYLE M. JONES, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5812

10/15/15
10/15/15

SHEET 1 OF 1		BOUNDARY SURVEY	
CLIENT	VILLAGES OF LAKE SUMTER, INC.	IN SECTION 7, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.	
JOB NO.	821141.3082	VILLAGES OF FRUITLAND PARK UNIT NO. 33	
DATE	10/15/15		
DRAWN BY	KDW	FARNER BARLEY AND ASSOCIATES, INC.	
ACAD FILE		ENGINEERS SURVEYORS & PLANNERS LB 4708	
REVISIONS			

COVENANTS, RESTRICTIONS, OR RESERVATIONS AFFECTING THE INTEREST OR USE OF THE PROPERTY SHOWN IN THIS PLAT ARE FILED IN OFFICIAL RECORDS BOOK 4537, PAGE 2442 AND OFFICIAL RECORDS BOOK NO. _____ PAGE _____

VILLAGES OF FRUITLAND PARK UNIT NO. 33

BEING A PORTION OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 24 EAST, CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA.

SHEET 1 OF 6

PLAT BOOK _____

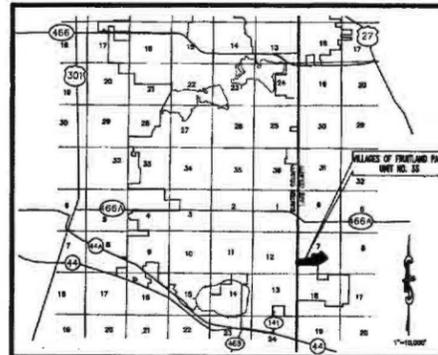
PAGE _____

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CONTAINING 61.76 ACRES, MORE OR LESS.



VICINITY MAP



169 LOTS - 8 TRACTS

NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

VILLAGES OF FRUITLAND PARK UNIT NO. 33 CONVEYANCE TO DISTRICT NO. 11

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES OF LAKE-SUMTER, INC. (DEVELOPER) IN THE ROADWAYS AND TRACTS "A", "B", "C", "D", "E", "F", "G" & "H" AS SHOWN ON THE PLAT OF VILLAGES OF FRUITLAND PARK UNIT NO. 33 IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGES OF LAKE-SUMTER, INC. (DISTRICT), RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS THE RIGHT OF APPROVAL OF ALL CHANGES TO SIGNAGE AND WALLS (INCLUDING CHANGES TO COLOR) AS ORIGINALLY CONSTRUCTED BY THE DEVELOPER, AND ALSO RESERVING UNTO THE DEVELOPER, ITS TENANTS, INVITEES, GUESTS, SUCCESSORS, HEIRS AND ASSIGNS A PERPETUAL EASEMENT FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS OR OTHER UTILITIES, IRRIGATION, WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, GOLF CART PATHS, SIGNAGE, GOLF CART BRIDGES AND AERIAL FAIRWAYS, THE DISTRICT BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN ALL THE TRACTS LISTED ABOVE PERPETUALLY AND TO MAINTAIN THE ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED AND AGREES TO MAINTAIN THE DRAINAGE SYSTEMS LOCATED IN SAID ROADWAYS PERPETUALLY.

WITNESSES AS TO ALL: *W. C. Vanson* SIGNATURE, *W. C. Vanson* PRINT NAME; *Rita A. Deitrich* SIGNATURE, *Rita A. Deitrich* PRINT NAME; *Martin L. Dzuro, V.P.* SIGNATURE, *Martin L. Dzuro, V.P.* PRINT NAME / TITLE

STATE OF FLORIDA, COUNTY OF Sumter THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF October 2015 BY Martin L. Dzuro THE Vice President OF THE VILLAGES OF LAKE-SUMTER, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION, AND DID NOT TAKE AN OATH.

Rita A. Deitrich SIGNATURE, *Rita A. Deitrich* PRINT NAME, NOTARY PUBLIC - STATE OF FLORIDA, MY COMMISSION EXPIRES 11-20-16, SERIAL / COMMISSION NUMBER EEF83615

NOTES:

- BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE EAST LINE OF THE SE1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING S00°40'33"W.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL DISTANCES SHOWN ARE IN FEET.
- WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- P.C.P.'S WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- THE PLAT INCLUDES 8,471 LINEAR FEET OF PLATTED STREETS, OF WHICH THERE ARE 7,214 LINEAR FEET OF "MINOR LOCAL" AND 1,257 LINEAR FEET OF "MAJOR LOCAL" AS SET FORTH IN THE LAND DEVELOPMENT DESIGN CRITERIA FOR THE VILLAGES OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT.
- TRACT "C" IS RESERVED BY THE DEVELOPER AND WILL BE MAINTAINED BY THE DEVELOPER OR ITS ASSIGNS.
- TRACTS "A", "D", "E" & "F" ARE FOR PERPETUAL OPEN SPACE UPON WHICH NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEVELOPER, EXCEPT INGRESS AND EGRESS SHALL BE PERMITTED FOR MAINTENANCE THEREOF. THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, RESERVE FROM SAID TRACTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, GAS, IRRIGATION, WATER AND WASTEWATER OR OTHER UTILITIES, DRAINAGE FACILITIES, LANDSCAPED AREAS, CART PATHS AND THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF FENCES, ENTRY FACILITIES AND SIGNAGE.
- TRACT "H" IS FOR OPEN SPACE, RECREATION AREA AND COMMON LANDSCAPE SPACE. THE DISTRICT AND THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, RESERVE FROM SAID TRACTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, GAS, IRRIGATION, WATER AND WASTEWATER OR OTHER UTILITIES, DRAINAGE FACILITIES, LANDSCAPED AREAS, CART PATHS AND THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF FENCES, ENTRY FACILITIES AND SIGNAGE.
- TRACTS "B" AND "G" ARE FOR STORMWATER MANAGEMENT, UPLAND BUFFER, AND WETLANDS.
- THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.
- EASEMENTS, RESERVATIONS AND PROVISIONS MAY APPEAR IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO BE RECORDED SUBSEQUENT TO THE RECORDING OF THIS PLAT.
- TRACT "A" IS ALSO FOR STORMWATER RETENTION.

DEDICATION

VILLAGES OF FRUITLAND PARK UNIT NO. 33

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES OF LAKE-SUMTER, INC., A FLORIDA CORPORATION (DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT OF VILLAGES OF FRUITLAND PARK UNIT NO. 33, A SUBDIVISION OF LAND HEREBY DESCRIBED AND JOINED WITH VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 11 (DISTRICT) AS OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED HEREON AND HEREBY DEDICATES THE ROADWAYS DEPICTED AND DESCRIBED HEREIN TO THE PERPETUAL USE OF THE PUBLIC; AND HEREBY DEDICATES TRACTS "A", "D", "E", "F", "G" & "H" TO THE PERPETUAL USE OF THE RESIDENTS OF VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 11, SUBJECT TO THOSE EASEMENTS AND RESTRICTIONS DESCRIBED ON THIS PLAT. IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS HERETO SET THEIR HAND AND SEAL ON THE DATES BELOW.

WITNESSES: *W. C. Vanson* SIGNATURE, *W. C. Vanson* PRINT NAME; *Rita A. Deitrich* SIGNATURE, *Rita A. Deitrich* PRINT NAME; *Martin L. Dzuro, V.P.* SIGNATURE, *Martin L. Dzuro, V.P.* PRINT NAME / TITLE

VILLAGES OF LAKE-SUMTER, INC. BY: *Martin L. Dzuro, V.P.* SIGNATURE, *Martin L. Dzuro, V.P.* PRINT NAME / TITLE

VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 11 BY: *George McKeane* SIGNATURE, *George McKeane, Chairman* PRINT NAME / TITLE

STATE OF FLORIDA, COUNTY OF Sumter THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF October 2015 BY Martin L. Dzuro THE Vice President OF THE VILLAGES OF LAKE-SUMTER, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION, AND DID NOT TAKE AN OATH.

Rita A. Deitrich SIGNATURE, *Rita A. Deitrich* PRINT NAME, NOTARY PUBLIC - STATE OF FLORIDA, SERIAL / COM. NO. EEF83615

TYPE OF IDENTIFICATION PRODUCED: PERSONALLY KNOWN

STATE OF FLORIDA, COUNTY OF Sumter THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF October 2015 BY George McKeane THE Chairman OF VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 11 AND DID NOT TAKE AN OATH.

Rita A. Deitrich SIGNATURE, *Rita A. Deitrich* PRINT NAME, NOTARY PUBLIC - STATE OF FLORIDA, SERIAL / COM. NO. EE843615

TYPE OF IDENTIFICATION PRODUCED: PERSONALLY KNOWN

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON 10/10 2015 SHE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A CORRECT PRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND EACH P.C.P. WILL BE SET AS SHOWN THEREON WITHIN ONE YEAR OF THE PLAT RECORDING DATE AS REQUIRED BY CHAPTER 177, PART 1 (PLATTING) FLORIDA STATUTES AND SUBDIVISIONS AND PLATTING; AND THAT SAID LAND IS LOCATED IN FRUITLAND PARK, FLORIDA.

FARNER, BARLEY & ASSOCIATES, INC. 4450 N.E. 83rd ROAD WILDLAND, FLORIDA 34785 LICENSED BUSINESS NO. 4709
Kyle M. Jameson SIGNATURE, *Kyle M. Jameson* PRINT NAME, DATE 10/13/15 REGISTRATION NO. 5912

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING BOARD

EXAMINED AND APPROVED _____ DATE _____

CERTIFICATE OF APPROVAL BY CITY COMMISSION

THIS IS TO CERTIFY THAT ON _____, 20____, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF FRUITLAND PARK, FLORIDA. THE CITY ACCEPTS THE DEDICATION OF ROADWAYS.

MAYOR _____ ATTEST: _____ CITY CLERK _____ APPROVED AS TO FORM AND LEGAL SUFFICIENCY _____ CITY ATTORNEY _____

RECORD PLAT REVIEW STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A LIMITED REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

Jeanette E. Griffin SIGNATURE, 10-13-15 DATE, *Jeanette E. Griffin* PRINT NAME, 4486 REGISTRATION NO.

PREPARED BY: **CSBNER** ENGINEERS & SURVEYORS & PLANNERS 4450 N.E. 83rd ROAD - WILDLAND, FL. 34785 - (352) 748-3126

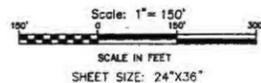
VILLAGES OF FRUITLAND PARK UNIT NO. 33

SHEET 2 OF 6

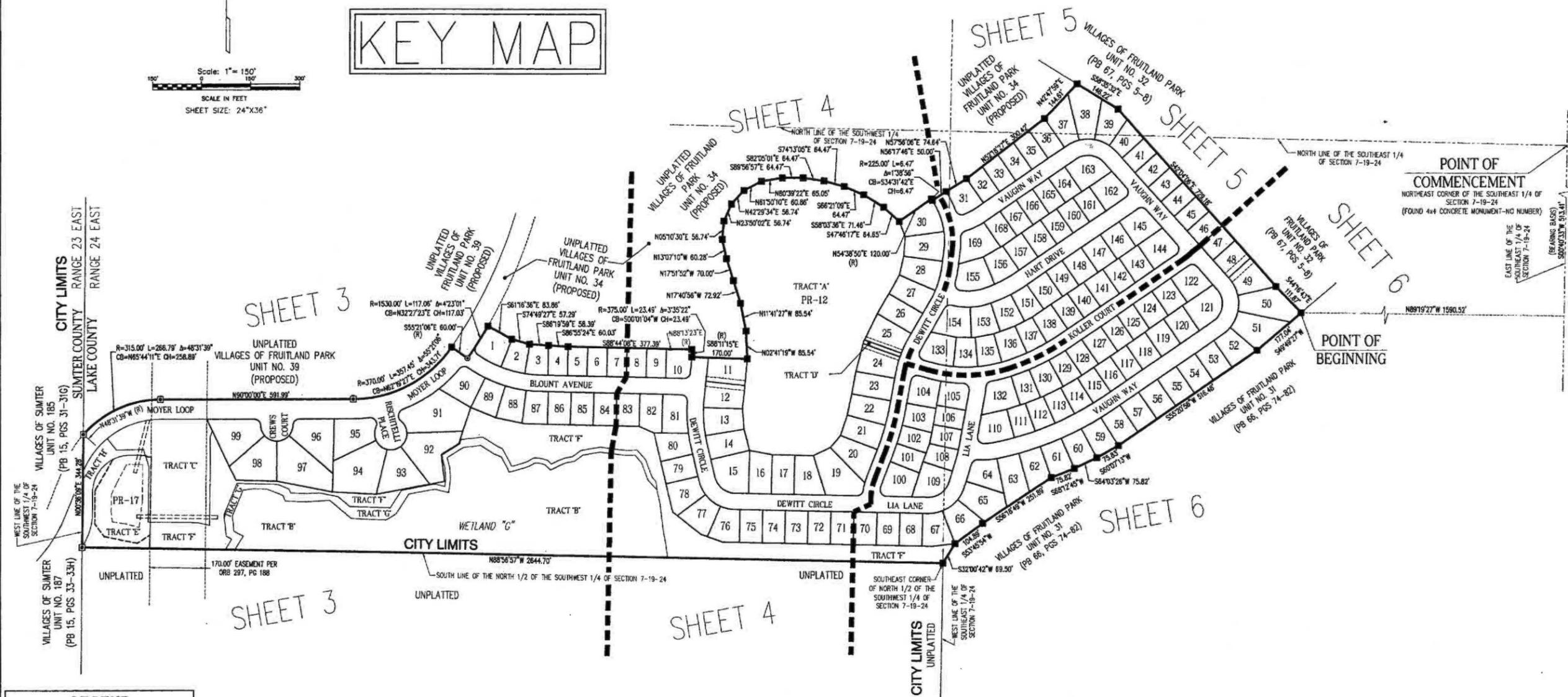
PLAT BOOK _____

BEING A PORTION OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA.

PAGE _____



KEY MAP



LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #1709), UNLESS OTHERWISE NOTED.
- ⊕ INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET (LB #1709)
- ⊙ INDICATES P.I. NAIL AND IRON PERMANENT CONTROL POINT (P.C.P.) LB #1709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #2)
- CB INDICATES CURVE NUMBER IN CURVE TABLE
- LB INDICATES LINE NUMBER IN LINE TABLE
- BNG INDICATES BEARING
- CL INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- SQ FT INDICATES SQUARE FEET
- (R) INDICATES RADIAL LINE
- R/W INDICATES RIGHT-OF-WAY
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

TRACT TABLE

TRACT	SQ FT	ACREAGE
A	337,999	7.78
B	289,887	6.65
C	68,452	1.57
D	1,437	0.03
E	47,648	1.08
F	157,220	3.61
G	36,703	0.84
H	13,247	0.30

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4669, PAGE 2005 AND O.R. BOOK 4669, PAGE 2042 AND O.R. BOOK 4669, PAGE 2050. (STORMWATER RUNOFF & RETENTION)

EXHIBIT B = EASEMENTS SET FORTH IN O.R. BOOK 4669, PAGE 2005. (TEMPORARY STORMWATER RUNOFF & RETENTION)

EASEMENTS C-7 AND C-8 = EASEMENT SET FORTH IN O.R. BOOK 4669, PAGE 2005. (UNDERGROUND STORMWATER TRANSMISSION SYSTEM)

NOTE

WETLAND "G" OF SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT APPROVED
WETLAND/SURFACE WATER BOUNDARY - PETITION NO. 688726/42023491.302

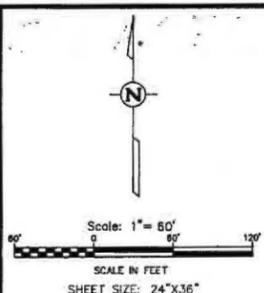
VILLAGES OF FRUITLAND PARK UNIT NO. 33

SHEET 3 OF 6

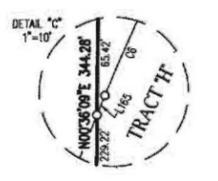
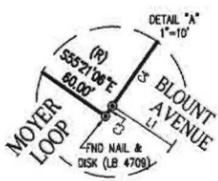
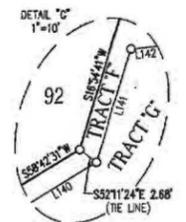
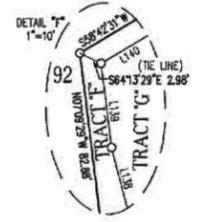
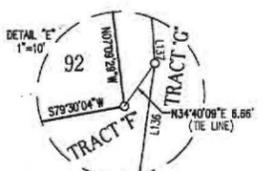
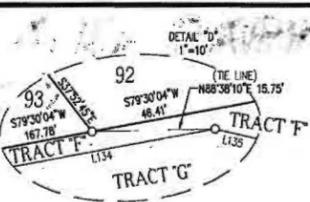
PLAT BOOK _____

PAGE _____

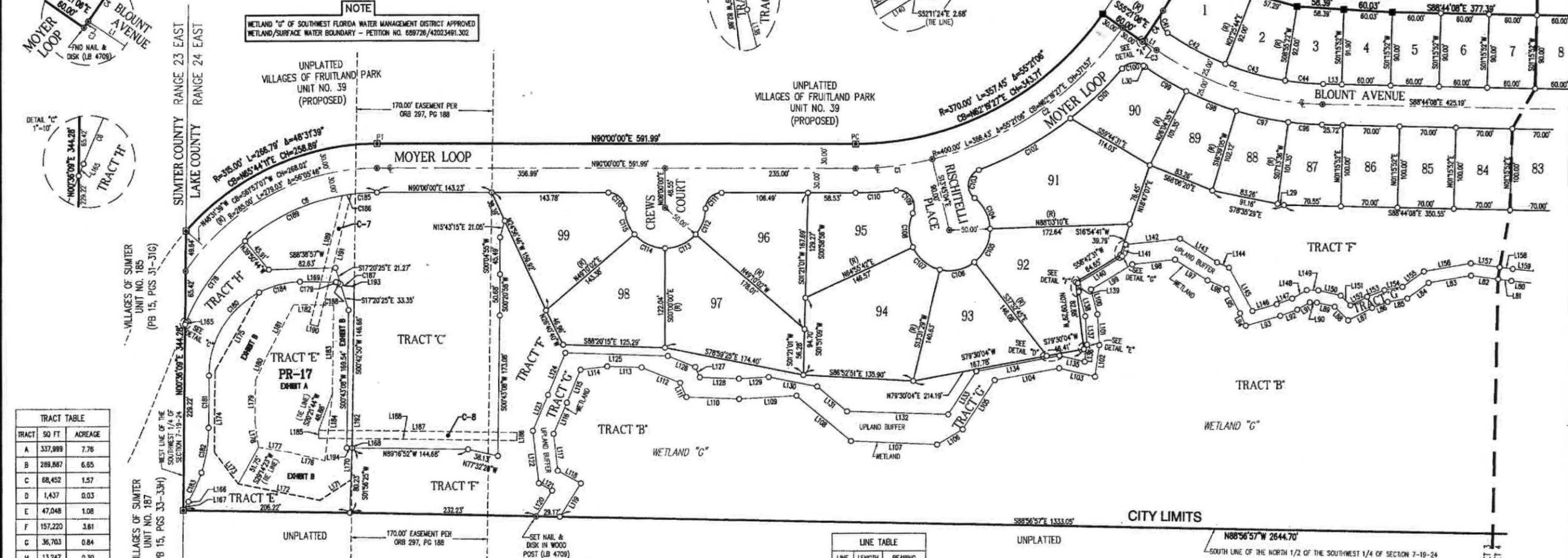
BEING A PORTION OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA.



NOTE
EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 4669, PAGE 2005 AND O.R. BOOK 4669, PAGE 2042 AND O.R. BOOK 4669, PAGE 2050. (STORMWATER RUNOFF & RETENTION)
EXHIBIT B - EASEMENTS SET FORTH IN O.R. BOOK 4669, PAGE 2005. (TEMPORARY STORMWATER RUNOFF & RETENTION)
EASEMENTS C-7 AND C-8 - EASEMENT SET FORTH IN O.R. BOOK 4669, PAGE 2005. (UNDERGROUND STORMWATER TRANSMISSION SYSTEM)



NOTE
WETLAND "G" OF SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT APPROVED WETLAND/SURFACE WATER BOUNDARY - PETITION NO. 689726/42023491.302



TRACT	SQ. FT.	ACREAGE
A	337,989	7.76
B	288,887	6.65
C	68,452	1.57
D	1,437	0.03
E	47,048	1.08
F	157,220	3.61
G	36,703	0.84
H	13,247	0.30

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET (LB #4709).
- INDICATES P.I. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4708 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAN IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5).
- INDICATES CURVE NUMBER IN CURVE TABLE.
- INDICATES LINE NUMBER IN LINE TABLE.
- INDICATES BEARING.
- INDICATES CHORD BEARING.
- INDICATES CHORD DISTANCE.
- INDICATES ARC LENGTH.
- INDICATES LEASED BUSINESS.
- INDICATES NUMBER.
- INDICATES OFFICIAL RECORDS BOOK.
- INDICATES PLAT BOOK.
- INDICATES FENCE.
- INDICATES PAGES.
- INDICATES POINT OF CURVATURE.
- INDICATES POINT OF COMPOUND CURVATURE.
- INDICATES POINT OF REVERSE CURVATURE.
- INDICATES POINT OF TANGENCY.
- INDICATES RADIUS LENGTH.
- INDICATES SQUARE FEET.
- INDICATES RADIAL LINE.
- INDICATES RIGHT-OF-WAY.

LINE	LENGTH	BEARING
L1	20.18'	S55°33'36"E
L13	23.29'	S88°44'08"E
L129	7.90'	N78°35'29"W
L130	2.44'	S55°33'36"E
L80	30.44'	S81°56'30"E
L81	16.75'	S82°26'40"E
L82	33.58'	S82°15'38"E
L83	53.53'	N80°16'42"E
L84	32.66'	N54°13'37"E
L85	24.72'	N80°11'05"E

LINE	LENGTH	BEARING
L86	20.59'	N69°09'26"E
L87	33.18'	N62°47'20"E
L88	23.89'	S45°16'04"E
L89	22.59'	S78°37'25"E
L90	8.88'	S88°53'38"E
L91	17.78'	N60°05'32"E
L92	22.39'	N70°09'25"E
L93	44.82'	N74°38'07"E
L94	16.83'	S25°35'44"E
L95	34.37'	S28°55'48"E
L96	25.89'	S66°34'46"E
L97	47.57'	S57°43'09"E
L98	53.27'	N83°49'43"E
L99	58.88'	N58°42'31"E
L100	31.49'	N14°45'24"W
L101	37.85'	N3°36'39"W
L102	38.95'	N7°42'07"E

LINE	LENGTH	BEARING
L103	45.06'	S78°50'31"E
L104	80.97'	N79°30'04"E
L105	72.25'	N33°01'48"E
L106	36.88'	N59°03'36"E
L107	106.94'	S87°36'34"E
L108	87.41'	S50°11'49"E
L109	70.93'	N86°36'41"E
L110	65.25'	S87°50'35"E
L111	19.28'	S23°35'11"E
L112	51.34'	S68°24'37"E
L113	42.28'	S88°20'15"E
L114	33.05'	N82°53'53"E
L115	43.90'	N22°17'32"E
L116	41.77'	N22°50'28"E
L117	45.98'	N62°14'00"W
L118	32.33'	N60°59'58"W
L119	48.56'	N32°03'23"E

LINE	LENGTH	BEARING
L120	37.22'	N32°03'23"E
L121	18.88'	N60°59'58"W
L122	85.40'	N62°14'00"W
L123	48.16'	N22°50'28"E
L124	55.74'	N22°17'32"E
L125	126.13'	N88°19'50"W
L126	36.61'	S68°24'37"E
L127	13.86'	S23°35'11"E
L128	48.42'	S87°36'35"E
L129	36.72'	N86°36'41"E
L130	60.98'	N78°59'25"W
L131	47.81'	S50°11'49"E
L132	125.57'	S88°14'50"E
L133	63.42'	N33°01'48"E
L134	104.34'	S79°30'04"W
L135	31.70'	N78°30'31"W
L136	20.97'	S7°42'07"E

LINE	LENGTH	BEARING
L137	34.90'	S3°36'39"E
L138	31.02'	S14°45'24"E
L139	10.71'	S70°09'29"E
L140	63.98'	S58°42'31"W
L141	15.00'	S16°54'41"W
L142	67.56'	N83°49'43"E
L143	54.35'	S57°43'05"E
L144	16.19'	S68°34'46"E
L145	61.08'	S28°55'48"E
L146	31.42'	N74°38'07"E
L147	20.48'	N70°09'25"E
L148	20.63'	N60°05'32"E
L149	14.41'	S88°53'38"E
L150	28.41'	S78°37'25"E
L151	17.06'	S45°16'04"E
L152	23.14'	N62°47'20"E
L153	22.87'	N89°09'26"E
L154	22.72'	N80°11'05"E
L155	32.68'	N54°13'37"E
L156	59.30'	N80°16'42"E
L157	35.86'	S82°15'38"E
L158	16.53'	S82°26'40"E
L159	29.20'	S85°56'30"E
L160	38.51'	N25°40'04"E
L161	65.62'	N28°14'09"E
L162	49.23'	S89°08'50"E
L163	107.74'	S0°42'50"W
L164	84.39'	S6°24'48"W
L165	2.65'	S22°07'07"W
L166	2.58'	S29°52'52"W
L167	9.92'	N31°02'07"E
L168	4.00'	S1°56'25"W
L169	44.42'	N89°16'52"W
L170	43.51'	S1°56'25"W
L171	48.08'	S58°44'28"W
L172	103.51'	N78°23'40"W
L173	48.11'	N36°35'28"W
L174	100.24'	N0°25'36"E
L175	110.37'	N29°34'19"E
L176	47.21'	N76°20'43"W
L177	37.05'	N80°42'40"W
L178	32.18'	N7°42'06"W
L179	50.80'	N0°38'52"E
L180	38.51'	N25°40'04"E
L181	65.62'	N28°14'09"E
L182	49.23'	S89°08'50"E
L183	107.74'	S0°42'50"W
L184	84.39'	S6°24'48"W
L185	10.00'	N0°41'16"E
L186	10.00'	S0°41'16"E
L187	247.01'	S88°18'44"E
L188	247.01'	N88°18'44"W
L189	163.21'	N14°05'02"E
L190	10.00'	N75°54'58"W
L191	167.38'	S14°05'02"E
L192	48.10'	S0°39'04"W
L193	6.34'	S89°16'52"E
L194	6.47'	N89°16'52"W

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	96.00'	400.00'	13°45'04"	N83°07'28"E	95.77'
C2	290.43'	400.00'	41°36'02"	N55°26'55"E	284.09'
C3	1.56'	1530.00'	0°03'31"	N34°37'09"E	1.56'
C4	44.48'	1530.00'	1°39'58"	N33°45'25"E	44.47'
C5	220.03'	380.00'	33°10'32"	S72°08'52"E	216.97'
C6	177.34'	255.00'	39°50'44"	S70°04'38"W	173.78'
C40	71.02'	1530.00'	2°39'35"	N31°35'40"E	71.02'
C41	31.02'	20.00'	88°52'40"	S11°35'53"E	28.01'
C42	81.19'	355.00'	13°06'18"	S82°01'08"E	81.02'
C43	77.48'	355.00'	12°30'22"	S74°49'27"E	77.33'
C44	47.45'	355.00'	7°38'29"	S84°54'23"E	47.41'
C97	42.14'	405.00'	5°57'44"	S85°45'18"E	42.13'
C98	66.62'	405.00'	9°25'29"	S78°03'39"E	66.54'
C99	58.12'	405.00'	8°21'48"	S39°44'31"E	58.07'
C100	28.41'	20.00'	84°15'38"	S82°18'34"W	26.83'
C101	88.24'	430.00'	11°45'28"	N46°03'28"E	88.08'
C102	129.83'	430.00'	17°17'56"	N60°35'09"E	129.33'
C103	42.33'	20.00'	121°16'06"	S08°36'04"W	34.86'
C104	43.71'	50.00'	50°05'59"	N26°59'24"W	42.33'
C105	47.18'	50.00'	54°04'05"	N25°05'13"E	45.45'
C106	44.86'	50.00'	51°24'13"	N77°49'22"E	43.37'
C107	44.86'	50.00'	51°24'13"	S50°46'25"E	43.37'
C108	43.29'	50.00'	49°36'00"	S00°16'13"E	41.95'
C109	42.33'	20.00'	121°16'06"	N38°06'11"W	34.86'
C110	50.56'	430.00'	6°44'14"	N86°37'53"E	50.53'
C111	31.00'	20.00'	88°46'50"	S45°35'35"W	27.99'
C112	34.80'	50.00'	39°38'49"	N21°00'34"E	33.91'
C113	42.91'	50.00'	49°10'02"	N65°24'59"E	41.80'
C114	42.91'	50.00'	49°10'02"	S65°24'59"E	41.80'
C115	34.80'	50.00'	39°38'49"	S21°00'34"E	33.91'
C116	31.00'	20.00'	88°46'50"	N45°35'35"W	27.99'
C117	124.78'	255.00'	28°02'10"	S36°08'12"W	123.54'
C118	2.90'	5.00'	33°21'15"	N72°40'45"W	2.86'

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C180	177.96'	114.55'	89°00'31"	S44°33'30"W	180.60'
C181	64.49'	1190.88'	3°06'10"	N00°23'46"E	64.48'
C182	58.43'	168.47'	19°25'22"	N09°09'10"E	56.18'
C183	39.37'	192.84'	11°41'45"	N24°01'59"E	39.30'
C184	52.95'	114.55'	28°28'58"	S75°49'17"W	52.48'
C185	32.15'	255.00'	71°37'25"	S86°23'18"W	32.13'
C186	10.83'	255.00'	22°57'57"	S81°33'37"W	10.83'
C187	10.88'	25.66'	241°43'38"	S75°58'35"E	10.78'
C188	3.48'	25.66'	74°36'38"	S59°57'37"E	3.48'
C189	134.36'	255.00'	3071'21"	S85°14'57"W	132.81'

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C102	129.83'	430.00'	17°17'56"	N60°35'09"E	129.33'
C103	42.33'	20.00'	121°16'06"	S08°36'04"W	34.86'
C104	43.71'	50.00'	50°05'59"	N26°59'24"W	42.33'
C105	47.18'	50.00'	54°04'05"	N25°05'13"E	45.45'
C106	44.86'	50.00'	51°24'13"	N77°49'22"E	43.37'
C107	44.86'	50.00'	51°24'13"	S50°46'25"E	43.37'
C108	43.29'	50.00'	49°36'00"	S00°16'13"E	41.95'
C109	42.33'	20.00'	121°16'06"	N38°06'11"W	34.86'
C110	50.56'	430.00'	6°44'14"	N86°37'53"E	50.53'
C111	31.00'	20.00'	88°46'50"	S45°35'35"W	27.99'
C112	34.80'	50.00'	39°38'49"	N21°00'34"E	33.91'
C113	42.91'	50.00'	49°10'02"	N65°24'59"E	41.80'
C114	42.91'	50.00'	49°10'02"	S65°24'59"E	41.80'
C115	34.80'	50.00'	39°38'49"	S21°00'34"E	33.91'
C116	31.00'	20.00'	88°46'50"	N45°35'35"W	27.99'
C117	124.78'	255.00'	28°02'10"	S36°08'12"W	123.54'
C118	2.90'	5.00'	33°21'15"	N72°40'45"W	2.86'

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
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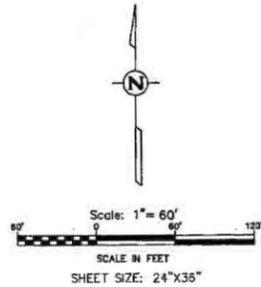
VILLAGES OF FRUITLAND PARK UNIT NO. 33

BEING A PORTION OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA.

SHEET 4 OF 6

PLAT BOOK _____

PAGE _____



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C7	14.75'	180.00'	4°41'48"	N88°23'14"W	14.75'
C8	28.96'	400.00'	4°08'55"	N03°53'12"E	28.96'
C9	151.37'	450.00'	19°18'22"	S03°40'31"E	150.66'
C10	117.40'	88.00'	75°34'51"	S51°08'08"E	109.07'
C16	62.56'	180.00'	19°54'53"	S11°43'53"W	62.25'
C17	143.14'	750.00'	10°58'07"	N15°33'17"E	142.92'
C18	104.50'	300.00'	19°57'31"	S20°03'59"W	103.98'
C19	32.05'	300.00'	6°07'13"	S13°08'50"W	32.03'

LINE TABLE		
LINE	LENGTH	BEARING
L3	39.64'	S84°02'20"E
L5	17.37'	S1°06'27"W
L6	48.42'	S7°16'16"W
L7	15.96'	S79°05'47"W
L12	21.49'	S35°7'40"W
L14	2.33'	S21°01'20"W
L15	14.84'	S10°05'13"W
L16	18.93'	S10°05'13"W
L17	6.03'	N14°04'41"E
L18	6.03'	N25°45'56"E
L19	15.69'	N30°02'44"E
L20	16.95'	S7°16'16"W
L26	17.38'	N88°53'33"W
L27	13.70'	S13°18'43"E
L28	20.68'	S13°18'43"E
L31	22.08'	S21°01'20"W
L36	18.14'	S10°05'13"W
L39	19.62'	N73°47'34"W
L53	18.98'	N73°47'34"W
L64	13.48'	S7°16'16"W
L68	34.95'	S7°16'16"W
L69	20.68'	N75°25'25"W
L70	17.47'	N75°25'25"W
L71	39.28'	N101°00'00"W
L72	40.74'	S8°05'46"E
L73	46.75'	S6°28'55"E
L74	36.29'	S12°48'40"E
L75	6.87'	S8°24'49"E
L76	42.12'	S42°18'46"E
L77	56.18'	S20°28'50"E
L78	30.75'	S40°25'47"E
L79	25.81'	N88°03'19"E
L80	30.44'	S83°58'30"E
L81	16.75'	S82°28'40"E
L82	33.58'	S82°15'38"E
L157	35.86'	S82°15'38"E
L158	16.53'	S82°28'40"E
L159	29.20'	S83°58'30"E
L160	32.00'	N88°03'19"E
L161	40.83'	S40°25'47"E
L162	55.91'	S20°28'50"E
L163	16.87'	S42°18'46"E
L164	26.92'	N82°44'57"E

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	337,999	7.76
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NOTE
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EXHIBIT B = EASEMENTS SET FORTH IN O.R. BOOK 4669, PAGE 2005. (TEMPORARY STORMWATER RUNOFF & RETENTION)
EASEMENTS C-7 AND C-8 = EASEMENT SET FORTH IN O.R. BOOK 4669, PAGE 2005. (UNDERGROUND STORMWATER TRANSMISSION SYSTEM)

NOTE
WETLAND "G" OF SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT APPROVED WETLAND/SURFACE WATER BOUNDARY - PETITION NO. 689728/42023491.302

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET (LB #4706)
- INDICATES P.C. NAIL AND DECK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.08(9) FLORIDA STATUTES. (SEE NOTE #3)
- CS INDICATES CURVE NUMBER IN CURVE TABLE
- LS INDICATES LINE NUMBER IN LINE TABLE
- BNG. INDICATES BEARING
- R INDICATES RADIUS
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LOCKED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PB INDICATES PLAT BOOK
- PC INDICATES PAGE
- PQS INDICATES PAGES
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- SQ. FT. INDICATES SQUARE FEET
- (R) INDICATES RADIAL LINE
- R/W INDICATES RIGHT-OF-WAY
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.E.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

VILLAGES OF FRUITLAND PARK UNIT NO. 33

BEING A PORTION OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C15	46.42'	180.00'	14°46'28"	N02°41'59"E	46.29'
C16	104.50'	300.00'	19°57'31"	S20°03'59"W	103.99'
C19	32.05'	300.00'	6°07'13"	S13°08'50"W	32.03'
C20	72.46'	300.00'	13°50'16"	S23°07'35"W	72.28'
C21	118.25'	300.00'	22°46'28"	N18°39'30"E	118.46'
C22	36.85'	300.00'	7°02'18"	N26°31'35"E	36.83'
C23	82.39'	300.00'	15°44'10"	N15°08'21"E	82.14'
C24	178.79'	250.00'	40°58'30"	N13°12'59"W	175.00'
C25	79.30'	250.00'	18°10'29"	N01°48'59"W	78.87'
C26	99.48'	250.00'	22°48'01"	N22°18'14"W	98.83'
C27	80.82'	195.00'	23°44'51"	N67°13'21"E	80.24'
C28	128.28'	85.00'	82°34'58"	N83°21'35"W	117.46'
C32	23.30'	180.00'	7°25'02"	N51°38'25"E	23.29'
C33	186.16'	657.00'	16°14'05"	N63°27'58"E	185.54'
C34	256.83'	425.00'	34°37'25"	N86°53'44"E	252.84'
C35	101.84'	425.00'	13°43'44"	N78°26'53"E	101.59'
C36	154.95'	425.00'	20°53'41"	S84°42'24"E	154.13'
C37	130.14'	180.00'	41°25'25"	S87°42'17"E	127.32'
C38	120.42'	425.00'	16°14'05"	N63°27'58"E	120.02'
C39	23.30'	180.00'	7°25'02"	N51°38'25"E	23.29'
C58	49.05'	325.00'	8°39'08"	S14°24'47"W	48.03'
C59	129.00'	325.00'	2°06'56"	S19°47'49"W	129.00'
C60	52.13'	325.00'	9°11'27"	S25°27'01"W	52.08'
C61	33.18'	275.00'	6°54'48"	N26°35'20"E	33.16'
C62	76.13'	275.00'	15°51'41"	N15°12'08"E	75.89'
C63	58.82'	225.00'	14°58'46"	N00°13'07"W	58.68'
C64	108.56'	225.00'	27°38'39"	N21°31'50"W	107.51'
C65	65.30'	275.00'	13°36'16"	N28°54'05"W	65.15'
C66	31.59'	20.00'	90°29'42"	S65°20'47"E	28.41'
C67	41.71'	170.00'	14°03'28"	N62°22'39"E	41.60'
C68	41.24'	114.00'	20°43'42"	S85°42'47"W	41.02'
C69	46.99'	114.00'	23°37'08"	S87°53'12"W	46.66'
C70	48.65'	114.00'	24°28'59"	N68°04'44"W	48.28'
C71	27.43'	114.00'	13°47'09"	N48°57'40"W	27.36'
C122	33.55'	20.00'	96°07'13"	S58°08'50"W	29.75'
C123	49.95'	450.00'	6°21'36"	S76°58'22"E	49.83'
C124	67.84'	450.00'	8°36'43"	S84°27'31"E	67.58'
C125	33.91'	20.00'	97°08'58"	N40°11'24"W	29.99'
C126	4.61'	155.00'	1°42'09"	N09°14'09"E	4.61'
C139	29.24'	20.00'	83°48'21"	N83°57'16"W	26.71'
C140	4.26'	205.00'	1°11'22"	N54°45'15"E	4.26'
C141	13.30'	682.00'	1°07'03"	N35°54'27"E	13.30'
C142	58.26'	682.00'	4°53'41"	N58°54'50"E	58.25'
C143	67.97'	682.00'	5°42'38"	N64°12'59"E	67.95'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C144	53.70'	682.00'	4°30'43"	N69°19'40"E	53.69'
C145	4.53'	450.00'	0°34'38"	N71°52'20"E	4.53'
C146	62.22'	450.00'	7°50'19"	N76°07'18"E	62.17'
C147	26.82'	20.00'	76°49'43"	S41°40'06"W	24.85'
C148	24.45'	205.00'	6°49'59"	N06°40'14"E	24.43'
C149	17.63'	275.00'	3°40'26"	S28°12'31"W	17.63'
C150	34.96'	20.00'	100°09'51"	S23°42'38"E	30.68'
C151	73.80'	400.00'	10°34'14"	S79°04'41"E	73.69'
C152	75.03'	400.00'	10°44'49"	S89°44'12"E	74.92'
C153	75.03'	400.00'	10°44'49"	N79°30'59"E	74.92'
C154	17.87'	400.00'	2°33'33"	N72°51'48"E	17.87'
C155	64.02'	632.00'	5°48'18"	N68°40'53"E	64.00'
C156	88.71'	632.00'	6°13'44"	N62°39'53"E	88.67'
C157	46.34'	632.00'	4°12'05"	N57°26'58"E	46.33'
C158	34.00'	20.00'	97°25'02"	N06°38'25"E	30.05'
C159	29.17'	20.00'	83°34'41"	N83°51'28"W	26.65'
C160	3.56'	205.00'	0°59'42"	N64°51'05"E	3.56'
C161	54.72'	450.00'	6°58'03"	N58°49'57"E	54.69'
C162	86.95'	450.00'	8°31'28"	N66°34'43"E	86.89'
C163	5.83'	450.00'	0°44'34"	N71°12'44"E	5.83'
C164	57.95'	205.00'	16°11'47"	N79°40'54"E	57.76'
C165	58.02'	205.00'	16°12'59"	S84°06'42"E	57.83'
C166	25.81'	20.00'	73°57'03"	S67°01'16"W	24.06'
C167	42.54'	325.00'	7°30'00"	N11°01'16"E	42.51'
C168	33.67'	20.00'	96°28'17"	S33°27'53"E	29.84'
C169	72.27'	155.00'	26°42'58"	N64°56'30"E	71.82'
C170	35.45'	400.00'	5°04'40"	N69°02'41"E	35.44'
C171	77.89'	400.00'	11°09'26"	N60°55'39"E	77.77'
C172	34.00'	20.00'	97°25'02"	N06°38'25"E	30.05'
C173	92.25'	64.00'	82°34'58"	N83°21'35"W	84.47'
C174	5.15'	220.00'	1°20'24"	N56°01'08"E	5.15'
C175	62.34'	220.00'	16°14'13"	N64°48'28"E	62.14'
C176	26.29'	20.00'	75°19'42"	S35°15'42"W	24.44'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	337,999	7.76
B	289,887	6.65
C	68,452	1.57
D	1,437	0.03
E	47,048	1.08
F	157,220	3.61
G	36,703	0.84
H	13,247	0.30

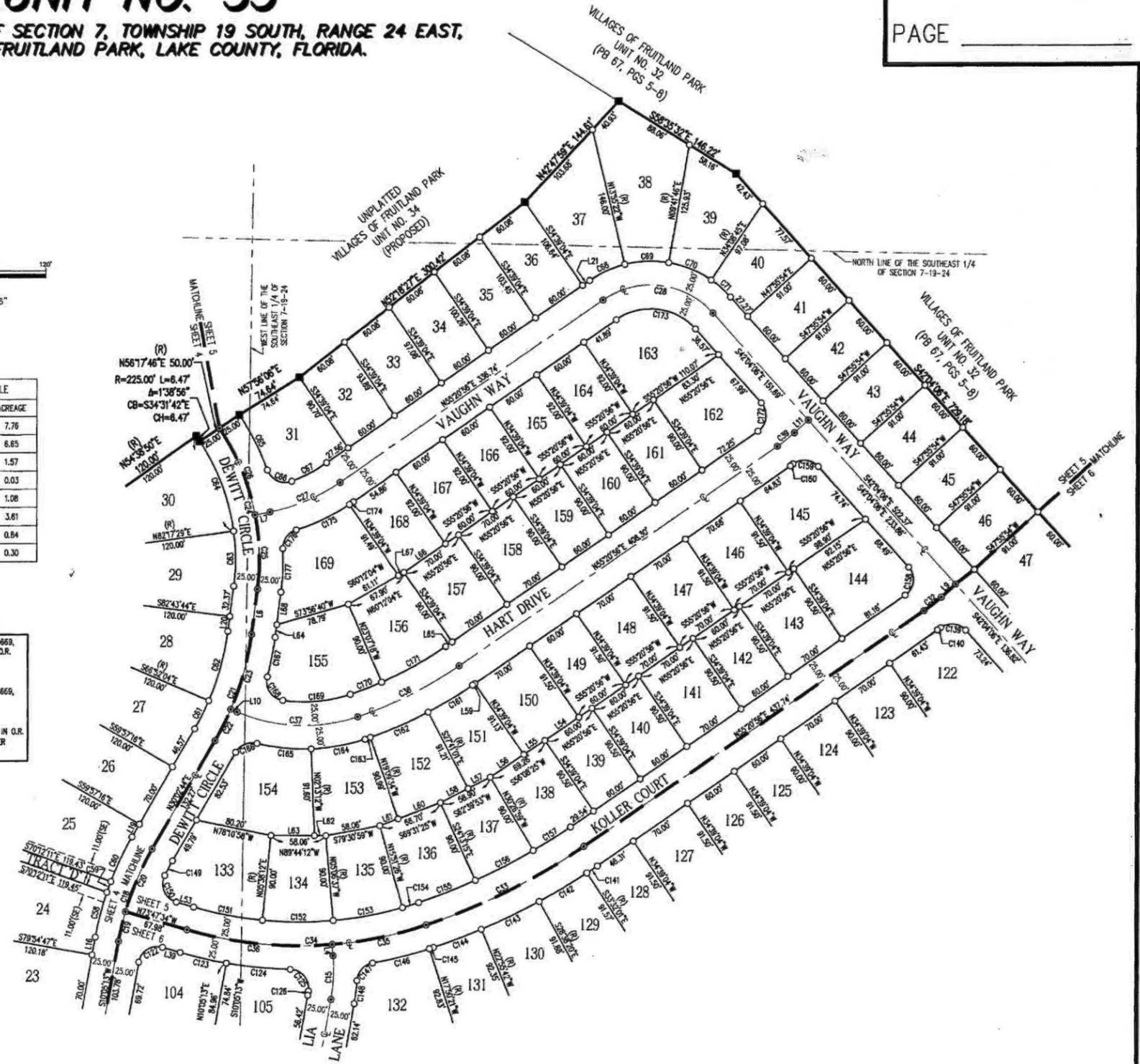
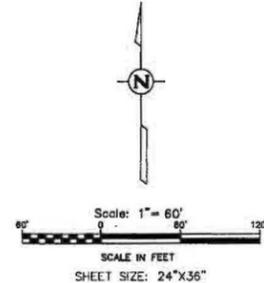
LINE TABLE		
LINE	LENGTH	BEARING
L4	11.96'	N4°41'15"W
L6	48.42'	S71°16'16"W
L7	15.96'	S79°05'47"W
L9	20.59'	N47°55'54"E
L10	7.17'	N68°59'34"W
L11	19.83'	N47°55'54"E
L16	18.93'	S10°05'13"W
L19	15.69'	N30°02'44"E
L20	15.05'	S71°16'16"W
L21	9.18'	N59°20'56"E
L39	19.82'	N73°47'34"W
L53	18.98'	N73°47'34"W
L54	43.25'	S50°20'56"W
L55	26.75'	S56°08'25"W
L56	42.50'	S56°08'25"W
L57	26.16'	S82°39'53"W
L58	32.74'	S82°39'53"W
L59	2.79'	N55°20'56"E
L60	47.83'	S69°31'25"W
L61	20.87'	S69°31'25"W
L62	12.02'	N89°44'12"W
L63	48.05'	N89°44'12"W
L64	13.46'	S71°16'16"W
L65	8.25'	N55°20'56"E
L66	53.23'	S55°20'56"W
L67	6.79'	S60°12'04"W
L68	34.96'	S71°16'16"W

NOTE
EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 4669, PAGE 2005 AND O.R. BOOK 4668, PAGE 2042 AND O.R. BOOK 4666, PAGE 2050. (STORMWATER RUNOFF & RETENTION)
EXHIBIT B - EASEMENTS SET FORTH IN O.R. BOOK 4669, PAGE 2005. (TEMPORARY STORMWATER RUNOFF & RETENTION)
EASEMENTS C-7 AND C-8 - EASEMENT SET FORTH IN O.R. BOOK 4669, PAGE 2005. (UNDERGROUND STORMWATER TRANSMISSION SYSTEM)

NOTE
WETLAND "C" OF SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT APPROVED
WETLAND/SURFACE WATER BOUNDARY - PETITION NO. 689726/42023491.302

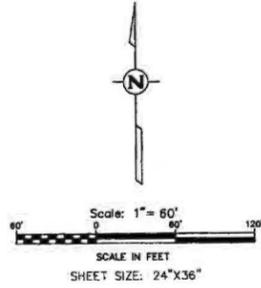
LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET (LB #4709)
- INDICATES P.N. AND ORB PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- LB INDICATES LINE NUMBER IN LINE TABLE
- BNG. INDICATES BEARING
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES LINE LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- SO FT INDICATES SQUARE FEET
- (R) INDICATES RADIAL LINE
- R/W INDICATES RIGHT-OF-WAY
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNEE, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL, FENCE AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.



VILLAGES OF FRUITLAND PARK UNIT NO. 33

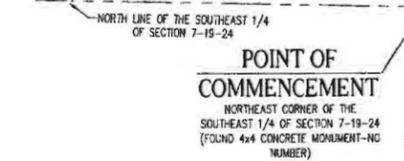
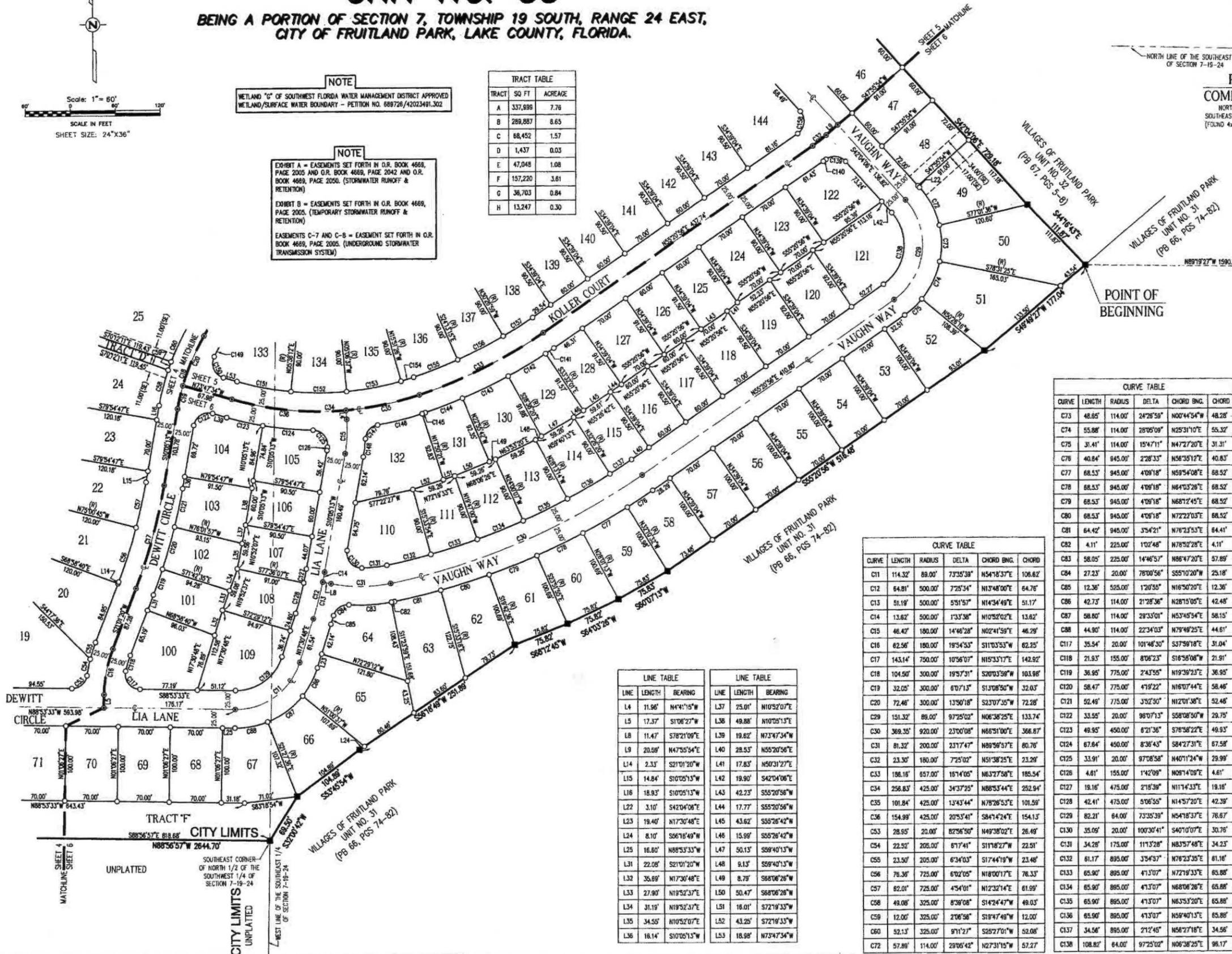
BEING A PORTION OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA.



NOTE
WETLAND "C" OF SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT APPROVED WETLAND/SURFACE WATER BOUNDARY - PETITION NO. 686726/42023491.302

NOTE
EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 4669, PAGE 2005 AND O.R. BOOK 4669, PAGE 2042 AND O.R. BOOK 4669, PAGE 2050. (STORMWATER RUNOFF & RETENTION)
EXHIBIT B - EASEMENTS SET FORTH IN O.R. BOOK 4669, PAGE 2005. (TEMPORARY STORMWATER RUNOFF & RETENTION)
EASEMENTS C-7 AND C-8 - EASEMENT SET FORTH IN O.R. BOOK 4669, PAGE 2005. (UNDERGROUND STORMWATER TRANSMISSION SYSTEM)

TRACT	SQ FT	ACREAGE
A	337,999	7.76
B	289,887	6.65
C	88,452	1.57
D	1,437	0.03
E	47,048	1.08
F	157,220	3.61
G	36,703	0.84
H	13,247	0.30



CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C73	48.65'	114.00'	242°59'	N00°44'54"W	48.25'
C74	55.88'	114.00'	280°09'	N25°31'10"E	55.32'
C75	31.41'	114.00'	154°11'	N47°27'20"E	31.31'
C76	40.84'	945.00'	228°33'	N58°35'12"E	40.83'
C77	68.53'	945.00'	408°18'	N59°54'08"E	68.52'
C78	68.53'	945.00'	408°18'	N64°03'28"E	68.52'
C79	68.53'	945.00'	408°18'	N68°12'45"E	68.52'
C80	68.53'	945.00'	408°18'	N72°22'03"E	68.52'
C81	64.42'	945.00'	354°21'	N76°23'53"E	64.41'
C82	4.11'	225.00'	102°48'	N78°52'28"E	4.11'
C83	58.05'	225.00'	144°57'	N86°47'20"E	57.89'
C84	27.23'	20.00'	78°00'56"	S55°10'20"W	25.18'
C85	12.36'	525.00'	120°35'	N18°50'20"E	12.36'
C86	42.73'	114.00'	21°28'36"	N28°15'05"E	42.48'
C87	58.00'	114.00'	283°01'	N53°45'54"E	58.15'
C88	44.90'	114.00'	223°03'	N79°48'25"E	44.61'
C89	35.54'	20.00'	101°48'30"	S37°58'18"W	31.04'
C90	21.93'	155.00'	80°23'	S18°58'08"W	21.91'
C91	36.95'	775.00'	243°55'	N19°39'23"E	36.95'
C92	58.47'	775.00'	419°22'	N18°07'44"E	58.46'
C93	52.48'	775.00'	352°30'	N12°01'38"E	52.48'
C94	33.55'	20.00'	98°07'13"	S58°08'50"W	29.75'
C95	49.95'	450.00'	8°21'36"	S76°58'22"E	49.93'
C96	67.64'	450.00'	8°38'43"	S84°27'31"E	67.58'
C97	33.91'	20.00'	97°08'58"	N40°12'44"W	29.99'
C98	4.61'	155.00'	142°09'	N09°40'08"E	4.61'
C99	18.16'	475.00'	218°39'	N11°44'33"E	18.16'
C100	42.41'	475.00'	5°06'55"	N14°57'20"E	42.39'
C101	35.09'	20.00'	100°30'41"	S40°10'07"E	30.76'
C102	31.31'	175.00'	111°32'28"	N83°57'48"E	34.23'
C103	81.17'	895.00'	354°53'	N76°23'55"E	81.16'
C104	65.90'	895.00'	413°07'	N72°19'33"E	65.88'
C105	65.90'	895.00'	413°07'	N63°53'20"E	65.88'
C106	34.56'	895.00'	212°45'	N58°27'18"E	34.56'
C107	108.82'	64.00'	97°25'02"	N06°38'25"E	96.17'

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C139	29.24'	20.00'	83°48'21"	N83°57'16"W	26.71'
C140	4.26'	205.00'	171°22'	N54°45'15"E	4.26'
C141	13.30'	682.00'	107°03'	N55°54'27"E	13.30'
C142	58.26'	682.00'	433°41'	N58°54'50"E	58.25'
C143	67.97'	682.00'	542°38'	N64°12'59"E	67.95'
C144	53.70'	682.00'	430°45'	N69°19'40"E	53.69'
C145	4.53'	450.00'	0°34'38"	N71°52'20"E	4.53'
C146	62.22'	450.00'	7°55'19"	N76°07'18"E	62.17'
C147	26.82'	20.00'	78°49'43"	S41°40'06"W	24.85'
C148	24.45'	205.00'	6°49'59"	N06°40'14"E	24.43'

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C11	114.32'	88.00'	73°35'38"	N54°18'37"E	106.82'
C12	64.81'	500.00'	72°53'41"	N13°48'00"E	64.76'
C13	51.19'	500.00'	5°51'57"	N10°52'02"E	13.62'
C14	13.62'	500.00'	1°33'38"	N10°52'02"E	13.62'
C15	46.47'	180.00'	14°46'28"	N02°41'59"E	46.29'
C16	62.56'	180.00'	19°54'53"	S110°33'53"W	62.25'
C17	143.14'	750.00'	10°56'07"	N19°33'17"E	142.92'
C18	104.50'	300.00'	19°57'31"	S20°03'58"W	103.98'
C19	32.05'	300.00'	60°7'13"	S13°08'50"W	32.03'
C20	72.46'	300.00'	13°50'18"	S23°07'55"W	72.28'
C21	151.32'	89.00'	97°25'02"	N06°38'25"E	133.74'
C22	369.35'	920.00'	23°00'08"	N66°51'00"E	366.87'
C23	81.32'	200.00'	231°74'	N89°56'57"E	80.76'
C24	23.30'	180.00'	72°52'02"	N51°38'25"E	23.29'
C25	186.18'	657.00'	161°40'	N63°27'58"E	185.54'
C26	256.83'	425.00'	34°37'25"	N88°53'44"E	282.94'
C27	101.84'	425.00'	13°43'44"	N78°26'53"E	101.59'
C28	154.99'	425.00'	20°53'41"	S84°42'42"E	154.13'
C29	28.95'	20.00'	82°56'50"	N49°38'02"E	28.49'
C30	22.52'	205.00'	61°47'41"	S118°27'27"W	22.51'
C31	23.50'	205.00'	63°40'33"	S174°41'19"W	23.46'
C32	76.38'	725.00'	6°02'05"	N18°00'17"E	76.33'
C33	82.01'	725.00'	4°54'01"	N12°32'14"E	81.99'
C34	49.08'	325.00'	8°38'08"	S142°44'7"W	49.03'
C35	12.00'	325.00'	2°06'58"	S18°47'48"W	12.00'
C36	52.13'	325.00'	9°11'27"	S28°27'01"W	52.08'
C37	57.89'	114.00'	28°06'42"	N27°31'15"W	57.27'

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L4	11.96'	N4°41'15"W	L37	25.01'	N10°52'07"E
L5	17.37'	S1°06'27"W	L38	49.88'	N10°05'13"E
L6	11.47'	S78°21'09"E	L39	19.62'	N73°47'34"W
L7	20.59'	N47°55'54"E	L40	28.53'	N55°20'56"E
L8	2.33'	S21°01'20"W	L41	17.83'	N50°31'22"E
L9	14.84'	S10°05'13"W	L42	19.90'	S42°04'06"E
L10	18.93'	S10°05'13"W	L43	42.23'	S55°20'56"W
L11	3.10'	S42°04'06"E	L44	17.77'	S55°20'56"W
L12	19.40'	N17°30'48"E	L45	43.62'	S58°26'42"W
L13	22.68'	N88°53'33"W	L46	15.99'	S58°26'42"W
L14	16.80'	S21°01'20"W	L47	50.13'	S59°40'13"W
L15	36.69'	N17°30'48"E	L48	8.79'	S68°06'26"W
L16	27.90'	N19°52'37"E	L49	50.47'	S68°06'26"W
L17	31.19'	N19°52'37"E	L50	16.01'	S72°19'33"W
L18	34.55'	N10°52'07"E	L51	43.25'	S72°19'33"W
L19	16.14'	S10°05'13"W	L52	18.98'	N73°47'34"W

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #709), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET (LB #709)
- ⊙ INDICATES P.L. NAIL AND DSK PERMANENT CONTROL POINT (P.C.P.) NAIL TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.08(9) FLORIDA STATUTES. (SEE NOTE #2)
- C3 INDICATES CURVE NUMBER IN CURVE TABLE
- L3 INDICATES LINE NUMBER IN LINE TABLE
- BNG. INDICATES BEARING
- Δ INDICATES CENTERLINE
- ∠ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CH INDICATES CHORD BEARING
- CD INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PB INDICATES PLAT BOOK
- PCS INDICATES PAGES
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- SO FT INDICATES SQUARE FEET
- SE INDICATES SLOPE LINE
- R/W INDICATES RIGHT-OF-WAY
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER COMPENSATES PUTTING IN PLACE AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA CONSENT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR OBTAIN SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.



**AGENDA ITEM
NUMBER
5f**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	First Reading – Ordinance 2015-013 Cemetery Fees		
For the Meeting of:	October 22, 2015		
Submitted by:	City Attorney Anita Geraci-Carver		
Date Submitted:	October 16, 2015		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item:	Proposed ordinance increasing the cemetery fees. (The second reading will be held on November 12, 2015.)		
Action to be Taken:	Approval.		
Staff's Recommendation:	Approval.		
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ORDINANCE 2015-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 99.50 BY INCREASING CEMETERY FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park owns a municipal cemetery; and

WHEREAS, the City has determined that it is necessary to increase the fees charged for use of the cemetery, as rates have remained constant since 2009, but costs have increased; and

WHEREAS, the City Commission of the City of Fruitland Park finds that it is in the best interest of and serves the health, safety and general welfare of the residents of Fruitland Park to increase the cemetery fees to cover costs incurred by the City of Fruitland Park for services provided; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

Section 1. **Cemetery Fees.** Sec. 99.50 of the Code of Ordinances of the City of Fruitland Park is amended to read as follows:

Sec. 99.50 Cemetery fees.

(A) The city clerk is authorized to charge a fee for each of the rights, services and permits set forth in division (B) below.

(B) The rights, services and permits for which the city clerk shall charge a fee and the amount of the fee for each service and permit are as follows:

<i>Service</i>	<i>Fee</i>
(1) Remains interment right including one opening, resident	\$450.00 \$350.00
(2) Remains interment right including one opening, nonresident	\$800.00 \$700.00
(3) Cremains interment right, including one opening, resident	\$350.00 \$250.00
(4) Cremains interment right, including one opening, nonresident	\$500.00 \$400.00
(5) Additional grave/cremains interment openings	\$120.00 \$20.00
(6) Monument permit included in above costs	\$100.00 \$0.00

(C) The fees listed in subsections (B)(1) through (4) above may be paid in equal monthly installments not to exceed 24 in number. However a right of interment shall not be

~~issued to any person~~ utilized prior to the payment of the full amount listed. Any installment payments hereunder shall be made pursuant to and governed by a contract between the city and person to whom the right of interment is to be issued.

Section 2. 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 3. This Ordinance shall be codified and included in the Municipal Code by the appropriate party. The section of this ordinance may be renumbered or reentered, and the word "Ordinance" may be changed to "Section", "Article", or other appropriate designation.

Section 4. This Ordinance shall take effect immediately upon final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED and ORDAINED this _____ day of November, 2015, by the City Commission of the City of Fruitland Park, Florida.

Christopher J. Bell, Mayor

Attest:

Esther Coulson, City Clerk

Vice-Mayor Cheshire	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Gunter	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Lewis	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Ranize	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Mayor Bell	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

First Reading _____

Second Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney



**AGENDA ITEM
NUMBER**
5g

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second reading - Ordinance 2015-015 – Qualifying Period and Primary Election		
For the Meeting of:	October 22, 2015		
Submitted by:	Anita Geraci-Carver, City Attorney		
Date Submitted:	September 28, 2015		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Proposed Ordinance 2015-015		
Description of Item:	The first reading was held on September 22, 2015.		
Action to be Taken:	Enact Ordinance 2015-015		
Staff's Recommendation:	Approve		
Additional Comments:			

Reviewed by: _____

Authorized to be placed on the Regular Consent agenda: _____
Mayor

ORDINANCE 2015-015

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, AMENDING THE QUALIFYING PERIOD OF CANDIDATES FOR CITY OFFICE IN SECTION 34.01, CHAPTER 34 OF THE CODE OF ORDINANCES; PROVIDING FOR A PRIMARY ELECTION TO OCCUR CONCURRENT WITH THE STATEWIDE PRIMARY ELECTION AS SPECIFIED IN S. 100.061, *FLORIDA STATUTES*; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Fruitland Park provides in Sec. 8.04(a) for a run-off election to be held on the second Tuesday following the date of the regular city election, if no candidate receives a majority of the votes cast for the office to be filled at a regular city election; and

WHEREAS, the time period between the regular city election and the run-off election is very short, which is further shortened when ballots must be recounted, thereby causing difficulty for the City to timely prepare ballots and administer the run-off election; and

WHEREAS, since the run-off election does not coincide with a state or county-wide election, the City bears the expense of holding the run-off election; and

WHEREAS, the City Commission desires, as part of the regular election process and procedure, to establish a primary election to be held concurrent with the statewide primary election provided for in s.100.061, *Florida Statutes*, as amended, to reduce the need for run-off elections and to reduce the expense of holding run-off elections; and

WHEREAS, by holding a primary election it is less likely that a run-off election will be required in the future; and

WHEREAS, Section 8.01 of the City's Charter authorizes the Commission to conduct all regular and special elections in accordance with procedures established by ordinance; and

WHEREAS, s.101.75, *Florida Statutes*, authorizes the governing body of a municipality, by ordinance, to move the date of any municipal election to a date concurrent with any statewide election, and the dates for qualifying for the election so moved; and

WHEREAS, s.100.3605(2) authorizes the governing body of a municipality, by ordinance, to change the dates for qualifying and for the election of members of the governing body of the municipality;

WHEREAS, the City Commission desires to reduce the number of days of the qualifying period as well as hold the qualifying period concurrent with the State qualifying period; and

WHEREAS, the City of Fruitland Park has advertised as required by law for two public hearings prior to adoption of this Ordinance; and

WHEREAS, the City Commission of the City of Fruitland Park, Lake County, Florida hereby finds and declares that the adoption of this ordinance is necessary, appropriate, and in the public interest of the citizens of this community.

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

SECTION 1. Recitals.

The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this ordinance.

SECTION 2. Qualification Period.

Section 34.01 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 34.01. – Notice of candidacy, oath required.

Any person who is qualified to be a mayor or member of the city commission in accordance with its Charter and the laws of the state may be a candidate for that office when: a) the office is vacant; b) the incumbent has delivered to the city commission written notice of resignation effective on or before a subsequent election; or c) the office is to be vacated prior to expiration of an incumbent's term of office and is to be filled by an election, by filing a notice of candidacy and by filing, after taking and subscribing to the oath required by F.S. 99.021, with the city clerk during normal office hours held by the city clerk beginning at noon on the first Monday after the second Sunday of July and ending at noon on the Friday following the third Sunday of July prior to the city's November election the qualification period. The qualification period for a regular election shall coincide with the qualification period established by the state as may be amended from time to time. The qualification period for a special election will be set by the city commission in accordance with section 8.01(d) in article VIII of the city Charter.

SECTION 3. Primary election to be held.

In the event there are more than two candidates who qualify for any one seat, there shall be a primary election held concurrently with the statewide primary election provided for in s.100.061, Florida Statutes, as may be amended from time to time, for a regular election of the city, or as set forth by the city commission for a special election of the city. The two candidates for whom the highest number of votes are cast shall stand for election at the general election or at the special election whichever is applicable.

SECTION 4. Conflicts.

All ordinances, resolutions or parts thereof in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. Severability.

If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 6. Codification.

It is the intent of the City Commission of the City of Fruitland Park that the provisions of this chapter shall become and made a part of the City of Fruitland Park Code of Ordinances; and grants authority to the codifier to renumber or reletter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. Effective Date.

This Ordinance shall become effective immediately upon its passage and adoption.

PASSED and ORDAINED this _____ day of _____, 2015, by the City Commission of the City of Fruitland Park, Florida.

Christopher J. Bell, Mayor

Attest:

Esther Coulson, City Clerk

Vice-Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Gunter, Jr. _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading _____

Second Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney



June 4, 2015

Mayor and Commissioners
City of Fruitland Park
506 West Berckman Street
Fruitland Park FL 34731

Re: Qualifying Period for City Elections

Dear Mayor and Commissioners:

At your May 28, 2015 meeting I was asked to render an opinion as to whether the length of the qualifying period is one or two weeks, and if the qualifying period may be changed by the Commission. Additionally, I was asked to determine if a primary election can be held five weeks prior to the general election in November. In rendering my opinion I reviewed a number of resolutions and ordinances which were provided by the City Clerk, and relevant provisions of the City Charter and Code. In addition, I reviewed relevant Florida Statutes and Florida Attorney General Opinions.

The qualifying period for the mayor and city commission is essentially a two week period, or twelve days. Sec. 34.01 of the City's Code of Ordinances, adopted in Ordinance 2002-011, establishes the qualifying period as

Sec. 34.01. – "...beginning at noon on the first Monday after the second Sunday of July and ending at noon on the Friday following the third Sunday of July prior to the city's November election."

For example, if an election were to be held in November of 2015, the qualifying period for the City would begin at noon on Monday, July 13 and end at noon on Friday, July 24.

The Commission is granted broad authority in Sec. 8.02 of the City's Charter to adopt an ordinance establishing the time and manner in which a candidate files a written notice of candidacy, to include when the qualifying period begins and ends, as well as its duration. In addition, §100.3605, *Florida Statutes*, grants the commission the authority to adopt an ordinance changing the dates for qualifying periods. Finally, §166.021, *Florida Statutes*, reiterates that the Commission has the authority to select qualifying periods.

The City's Charter provides when the regular election is to be held, and when a "run-off election" is to be held. In most all instances the City's Charter can only be amended by a vote of the electors of the City. §166.031, *Florida Statutes*. However, the legislature gave specific authority to the governing body, despite anything to the contrary contained in the city's charter or ordinances, "to move the date of any municipal election to a date concurrent with any statewide or countywide election". Therefore, the City Commission, without voter approval, has the authority to adopt an ordinance changing Sec. 8.04(a) of the City's Charter to provide for a primary election to replace a run-off election and schedule a primary election to occur on the Tuesday 10 weeks prior to the general election. I did not find a statewide or countywide election occurring five weeks prior to the general election which is the time frame the Commission inquired about; however, §100.061, *Florida Statutes*, provides for a statewide primary election to take place on the Tuesday 10 weeks prior to the general election. General elections occur every even year which coincides with the City's election schedule.

To summarize, currently the City's Code provides for a 12 day qualifying period; however, the Commission may adopt an ordinance changing its duration. It is also my opinion that the Commission may amend its charter by ordinance and without voter approval to schedule a primary election to occur on the Tuesday 10 weeks prior to the November general election.

If after your review you have any questions, or would like to discuss my findings, please contact my office or we can discuss it further during the next Commission meeting.

Sincerely,



Anita Geraci-Carver

AGC/sw

cc: Gary La Venia, City Manager
Esther Coulson, City Clerk

